

**IN THE DISTRICT COURT OF COMANCHE COUNTY  
IN AND FOR THE STATE OF OKLAHOMA**

**MATTHEW EGNER, DEREK TILLEY,**  
and **AMANDA BOLDING**, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

**GOODWILL INDUSTRIES OF  
SOUTHWEST OKLAHOMA & NORTH  
TEXAS, INC.,**

Defendant.

Case No. CJ-2025-189

Hon. Judge Emmit Tayloe

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, AND  
SERVICE AWARDS AND INCORPORATED MEMORANDUM OF LAW**

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## I. INTRODUCTION

Plaintiffs Matthew Egner, Derek Tilley, and Amanda Bolding (“Plaintiffs”) on behalf of themselves and all other similarly situated individuals, respectfully submit this Memorandum of Law in support of their request for: (i) approval of an award of \$250,000.00 in combined attorneys’ fees, costs, and expenses to Settlement Class Counsel; and (ii) approval of Service Awards of \$2,500.00 to each of the three Class Representatives (totaling \$7,500.00). Both the fees requested and the service awards are fair and reasonable, and consistent with awards in similar Oklahoma cases.

The Settlement provides immediate and significant benefits to the Settlement Class while avoiding the delay and uncertainty of protracted litigation.<sup>1</sup> The Settlement represents an outstanding result for the Settlement Class and was obtained against a Defendant represented by a well-regarded and experienced national defense law firm. Declaration of William B. Federman in Support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards (“Federman Decl.”), ¶ 7 (attached hereto as **Exhibit A**). Although Plaintiffs believe in the merits of their claims, this litigation was inherently risky and complex. *Id.* The claims involve the intricacies of data breach litigation (a fast-developing area in the law), and Plaintiffs would face significant risks at each stage of litigation. *Id.* Against these risks, it was through the hard-fought negotiations and the skill and work of Settlement Class Counsel and Plaintiffs that the Settlement was achieved for the benefit of the Settlement Class. *Id.*

As compensation for the substantial benefit conferred upon the Settlement Class, Settlement

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<sup>1</sup> Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement, filed with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement on October 31, 2025. Citations to the Settlement Agreement will be abbreviated as “SA, ¶ \_\_.”

Class Counsel request this Court award reasonable attorneys' fees, expenses, and Service Awards. This request is contemplated by the Settlement Agreement. SA, ¶¶ 70-73. Settlement Class Counsel apprised the Court of this request in their Motion for Preliminary Approval. Moreover, the Settlement Class Members were apprised of the amount of the attorneys' fees, costs, expenses, and service awards that Settlement Class Counsel intended to request by way of the Short Form Notice that was mailed to them. To date, no Settlement Class Member has objected to the attorneys' fees, costs, expenses, or service awards, or to any part of this Settlement.

This Settlement is an excellent result for the Settlement Class; therefore, Settlement Class Counsel and Plaintiffs should be rewarded for their efforts in obtaining this exceptional relief. To date, Settlement Class Counsel has spent 129.60 hours, for a total lodestar of \$82,133.50, and incurred \$2,711.80 in expenses litigating this case – totaling **\$84,845.30** in fees and cost. Settlement Class Counsel's request is reasonable and fair. As further detailed below, the Court should grant Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards in its entirety.

## **II. FACTUAL BACKGROUND & TERMS OF THE PROPOSED SETTLEMENT**

In the interest of judicial efficiency, for an in-depth discussion of the factual and procedural background and terms of the proposed Settlement, Plaintiffs refer the Court to, and hereby incorporate by reference, Plaintiffs' Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support, filed October 30, 2025.

## **III. ARGUMENT AND AUTHORITIES**

### **A. Legal Standard.**

Oklahoma Statute 12 O.S. § 2023(G) governs the award of attorneys' fees in a class action lawsuit such as this. In determining whether the requested fee is reasonable, the Court must consider the following factors:

- (1) time and labor required,
- (2) the novelty and difficulty of the questions presented

by the litigation, (3) the skill required to perform the legal service properly, (4) the preclusion of other 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 in controversy and the results obtained, (9) the experience, reputation and ability of the attorney, (10) whether or not the case is an undesirable case, (11) the nature and length of the professional relationship with the client, (12) awards in similar causes, and (13) the risk of recovery in the litigation.

*Id.*

Courts may use either the lodestar method or the percentage of the fund method to calculate attorneys' fees. *Strack, Tr. of Patricia Ann Strack Revocable Tr. Dtd 2/15/99 v. Cont'l Res., Inc.* (“*Strack*”), 2021 OK 21, ¶ 16, 507 P.3d 609, 615. While “there is a strong presumption that the lodestar method alone will reflect a reasonable attorney fee” (*Id.* ¶ 26, 507 P.3d at 619), courts recognize the risk of class action work and regularly apply a modest positive multiplier to enhance the award, *see, e.g., Casey v. Tyler Technologies, Inc.*, No. CJ-2024-5929 (Okla. Dist. Ct. Okla. Cty.) (Judge Bonner) (awarding a lodestar multiplier of 2.5 in data breach case); *Pan v. Atlas Real Estate Group LLC*, No. 23-cv-00910-DDD-KAW, 2025 WL 750324, at \*8 n.7 (D. Colo. Mar. 10, 2025) (approving a multiplier of 2.19 in data breach case);

Here, Settlement Class Counsel’s lodestar is nearly equal to the requested fee award, resulting in a small multiplier of -. The multiplier requested by Settlement Class Counsel here is reasonable and falls in line with the multipliers previously granted in other data privacy cases.

**B. The 12 O.S. § 2023(G) Factors Support Approval of Settlement Class Counsel’s Request for Attorney’s Fees.**

**1. Factor 1: The Time and Labor Expended Merits Approval of the Requested Fee.**

Settlement Class Counsel devoted substantial time, labor, and resources to achieve the Settlement. Since inception of the case, Settlement Class Counsel documented **129.60 hours** to date litigating this case, at a value of **\$82,133.50**, when multiplied by Settlement Class Counsel’s

customary national rates. Federman Decl., ¶ 18. This time does not include the time to be spent preparing the forthcoming motion for final approval, preparing for the final fairness hearing, supervising the claims process, responding to Settlement Class Member and Settlement Administrator’s inquiries about their claims, all of which will require Settlement Class Counsel to accrue additional time and fees. *Id.* Settlement Class Counsel will also incur additional time supervising distribution of settlement funds to valid claimants and assisting the Settlement Administrator and Settlement Class Members after the Court gives final approval to the proposed Settlement. *Id.* In total, Settlement Class Counsel estimate an additional forty (40) hours will be spent on these tasks. *Id.*

<b>Firm</b>	<b>Hours</b>	<b>Lodestar</b>	<b>Expenses</b>
Federman & Sherwood	39.5	\$28,915.00	\$503.28
Strauss Borrelli PLLC	58.8	\$29,987.50	\$1,185.40
EKSM	31.3	\$23,231.00	\$1,023.12
<b>TOTAL</b>	<b>129.6</b>	<b>\$82,133.50</b>	<b>\$2,711.80</b>

Although Settlement Class Counsel consistently sought to keep costs and fees to a minimum, the Action required a significant amount of work and time. *Id.* ¶ 14. Defendant is represented in this matter by a well-regarded and experienced defense law firm. *Id.* ¶ 7. Settlement Class Counsel’s efforts in this matter included:

- a. fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs;
- b. obtaining and reviewing documents from Class Members substantiating their claims;
- c. drafting and preparing the complaints and petitions, as well as conducting extensive research for those complaints and petitions;
- d. regularly communicating with the named Plaintiffs to keep them apprised of the

- progress in the action;
- e. requesting, obtaining, and reviewing documents and information from Defendant regarding the Data Incident, Defendant's remedial measures after the Data Incident, and Defendant's cyber insurance status;
  - f. participating in weeks of settlement negotiations with Defendant to reach and finalize the Settlement Agreement, proposed orders, and notice documents;
  - g. developing the notice program and distribution plan for the Settlement;
  - h. soliciting bids from several settlement administrators;
  - i. obtaining preliminary approval of the Settlement;
  - j. aiding Class Members with questions about the claims process and submitting claims;
  - k. conducting extensive 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
  - l. working with the Settlement Administrator to implement the notice program and oversee the claims process.

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

**2. Factors 5 and 12: The Requested Fee Falls Within the Range of Attorneys' Fees Granted in Similar Cases.**

In total, Settlement Class Counsel spent **129.60 hours** on the litigation to date. Multiplied by Settlement Class Counsel's customary and usual rates, these hours are worth \$82,133.50 in lodestar. *Id.* ¶ 18. Settlement Class Counsel seek a total award of **\$250,000.00** for their combined attorneys' fees and expenses (totaling **\$84,845.30**), resulting in a small "multiplier" of 3.0 for time

spent only to date.<sup>2</sup> *Id.* As previously stated, any award of attorneys’ fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement. *Id.* ¶ 13.

Settlement Class Counsel utilized standard billing practices and contemporary recordkeeping to track and record their reasonable hours. *Id.* ¶ 20. Prior to submitting Settlement Class Counsel’s lodestar to the Court, Settlement Class Counsel reviewed time entries billed to this matter and exercised billing judgment to exclude hours that, in Settlement Class Counsel’s professional judgment, were duplicative, or otherwise could not be billed to a fee-paying client. *Id.* ¶ 21. The hours reflected in the lodestar are attributable to the tasks outlined in Section III(B)(1), *supra*.

The hourly rates utilized by Settlement Class Counsel in calculating their lodestar (which are their customary and usual rates for this type of litigation) are also reasonable in the context of this litigation. *Id.* ¶ 22. When assessing the reasonableness of an attorney’s rate, “the district court should base its hourly rate award on what the evidence shows the market commands for . . . analogous litigation.” *Case v. Unified Sch. Dist. No. 233, Johnson Cnty., Kan.*, 157 F.3d 1243, 1255 (10th Cir. 1998); *see also Missouri v. Jenkins*, 491 U.S. 274, 286 (1989) (describing relevant comparison as the rates “prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation”) (quoting *Blum v. Stenson*, 465 U.S. 886, 896 n.11 (1984)); *Malloy v. Monahan*, 73 F.3d 1012, 1018 (10th Cir. 1996) (Court is to refer to

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<sup>2</sup> This multiplier was calculated by dividing the requested fee and expense award (\$250,000.00) by Settlement Class Counsel’s combined lodestar (\$82,133.50) and expenses (\$2,711.80). This does not include the additional time that is anticipated to be spent by Settlement Class Counsel through final approval of the Settlement and the conclusion of the claims process. Settlement Class Counsel reasonably believes that this multiplier will continue to decrease before the Final Approval Hearing.

the “the prevailing market rate in the relevant community.”). “Where litigation features a national scope and requires a “highly-specialized” opposing counsel, national rates should apply to determining the lodestar.” *In re Samsung Top-Load Washing Mach. Mktg., Sales Practs. & Prod. Liab. Litig.*, No. 17-ML-2792-D, 2020 WL 9936692, at \*6 (W.D. Okla. June 11, 2020), *aff’d*, 997 F.3d 1077 (10th Cir. 2021); *Lippoldt v. Cole*, 468 F.3d 1204, 1225 (10th Cir. 2006) (explaining that national rates are appropriate when the “subject of the litigation is ... unusual”).

Here, Settlement Class Counsel are skilled class action attorneys with extensive prior experience in data breach matters. Federman Decl., ¶ 16. Settlement Class Counsel’s rates are reasonable whether measured against the national market for complex class actions and against other complex data privacy class actions. *See, e.g., Bingaman v. Avem Health Partners, Inc.*, No. CIV-23-130-SLP, ECF No. 67 (W.D. Okla., Mar. 29, 2023) (approving William B. Federman’s billing rate of \$1,150.00 per hour and paralegal billing rate of \$300.00 per hour in similar data privacy class action); *Granado v. Sandridge Energy, Inc.*, No. 5:22-cv-00516, ECF No. 48 (W.D. Okla. Aug. 16, 2024) (approving Federman & Sherwood and Milberg Coleman Bryson Phillips Grossman’s billing rates); *McPherson v. American Bank Systems*, No. 5:20-cv-01307, ECF No. 73 (W.D. Okla.) (approving Federman & Sherwood’s billing rates and expenses in data breach class action); *Doughty v. Centralsquare Technologies, LLC, et al.*, No. CIV-20-500, ECF No. 137 (W.D. Okla.) (same); *Dennis v. Good Deal Charlie, Inc.*, No. 4:20-cv-00295, ECF No. 263 (N.D. Okla.) (same); *In re: GE/CBPS Data Breach Litig.*, No. 1:20-cv-02903 (S.D.N.Y.); *Pagan v. Faneuil, Inc.*, No. 3:22-cv-297 (E.D. Va.); *Powers, Sanger et al. v. Filters Fast LLC*, 3:20-cv-00982 (W.D. Wis.).

In sum, the hourly rates submitted by Settlement Class Counsel are reasonable and fit within the customary rates charged by comparable firms for similar services in a nationwide data

breach class action settlement. As a result, the lodestar method strongly supports the reasonableness of the requested fee.

**3. Factor 8: The Amount in Controversy and the Results Obtained Support Approval of Settlement Class Counsel's Requested Fee.**

In “contingent fee representations, the most important factor is the result obtained.” *Fitzgerald Farms, LLC v. Chesapeake Operating, L.L.C.*, No. CJ-2010-38, 2015 WL 5794008, at \*2 (Okla. Dist. Ct. Beaver Cty., July 02, 2015).

The Settlement provides a timely comprehensive benefits package. Under the Settlement, Settlement Class Members are entitled to make a claim for (i) reimbursement for extraordinary losses of up to \$5,000.00 ; (ii) reimbursement for ordinary losses up to \$500.00; (iii) compensation for lost time up to three hours at \$25.00 per hour (\$75.00 total); and (iv) two (2) years of credit monitoring by one of three major credit bureaus that will provide identity theft protection insurance coverage for up to \$1,000,000, and fully managed identity recovery services. SA, ¶¶ 42-43. In lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost time, Settlement Class Members may claim an Alternative Cash Payment of \$50.00. *Id.* This is in addition to the meaningful business practice changes Defendant is undertaking at its own expense. *Id.* ¶ 44.

These are real, significant benefits that without the efforts of Plaintiffs and Settlement Class Counsel, and their willingness to take on the attendant risks of litigation, would not have been made available to Settlement Class Members. As such, this factor weighs in favor of approval of the requested fee award.

**4. Factors 3 and 9: The Skill Required to Perform the Legal Services Properly and the Experience, Reputation, and Ability of Settlement Class Counsel Support the Requested Fee.**

This Action called for considerable skill and experience, requiring investigation and mastery of complex factual circumstances, the ability to develop creative legal theories, and the

skill to respond to a host of legal defenses. Data breach litigation is a cutting-edge area of the law that presents numerous developing issues, evolving precedents, and unpredictable outcomes. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at \*7 (N.D. Ohio Aug. 12, 2019) (“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.”); *Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at \*12 (E.D. Pa. Jan. 2, 2024) (“[T]he Court recognizes that data breach cases such as this one are complex and risky, and recovery at trial is decidedly uncertain—\$350,000 in cash is significantly better than nothing.”); *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-1998, 2010 WL 3341200, at \*6 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement, in part, because “proceeding through the litigation process in this case is unlikely to produce the plaintiffs' desired results). Despite these risks, however, Plaintiffs’ Counsel undertook this litigation on an entirely contingency fee basis with no promise of any reward.

Settlement Class Counsel are highly experienced in this area of practice and have a well-respected reputation in the data privacy litigation sector. Federman Decl., ¶ 16; *Pls’ Unopposed Mt. to Consol. Related Class Actions & Appt. Interim Class Counsel*. Settlement Class Counsel worked hard and assumed significant risk of nonpayment on behalf of the Settlement Class to obtain information from Defendant regarding the Data Incident and utilized their experience and the knowledge gained from other data breach class actions to negotiate a favorable Settlement. Federman Decl., ¶ 23. The Settlement addresses the type of injury and repercussions sustained by Settlement Class Members in the wake of the Data Incident and offers significant compensation to make each Settlement Class Member “whole.” “[T]hrough the Settlement, Plaintiffs and Class Members gain benefits without having to face further risk.” *Desue v. 20/20 Eye Care Network*,

*Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348, at \*8 (S.D. Fla. July 8, 2023) (approving settlement in data breach class action). Thus, this factor weighs in favor of Class Counsel’s fee request.

**5. Factor 7: The Time Limitations Imposed by the Circumstances.**

Plaintiffs alleged that due to the Data Incident they faced impending risk of identity theft and fraud. Time was of the essence when securing relief and benefits for the Settlement Class. Settlement Class Counsel’s efficient work allows Settlement Class Members to expeditiously take advantage of reimbursements and credit monitoring that otherwise may not be available to Settlement Class Members until years after the litigation is resolved (assuming the litigation is successful). These benefits offer relief for past harm alleged to have been caused by the Data Incident and will help mitigate future harm. This factor plainly supports the fee request.

**6. Factor 11: The Nature and Length of the Professional Relationship with the Clients Supports Approval.**

This factor also weighs in favor of the requested fee award. Settlement Class Counsel have been in communication with their clients since before this action was commenced and remain in close contact with them regarding details of this Settlement and its progression. Federman Decl., ¶¶ 24–25. Plaintiffs have been actively involved in this litigation and have approved of and support the Settlement. *Id.* ¶ 25. Accordingly, this factor weighs in favor of the agreed upon fee.

**7. Factors 2, 4, 6, 10, 13: The Novelty and Difficulty of the Questions Presented by the Case, the Undesirability of the Case, the Contingent Nature of the Case, the Risks of Recovery in the Litigation, and the Preclusion of Other Employment by Settlement Class Counsel All Weigh in Favor of the Requested Fee.**

As noted above, this case involved complex issues of the novel and evolving area of data breach litigation. *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 ... are particularly risky,

expensive, and complex.”); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at \*8 (E.D. Pa. Sept. 24, 2019) (noting data breaches are a “risky field of litigation” because they “are uncertain and class certification is rare.”); *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at \*5 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result.”). Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060 RMB RLE, 2010 WL 2643307, at \*1–2 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the motion to dismiss and summary judgment stage).

Plaintiffs faced the risk of surviving dispositive motions to dismiss, motions for summary judgment, and obtaining class certification. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class certification in data breach class action); *Gaston v. FabFitFun, Inc.*, 2021 WL 6496734, at \*3 (C.D. Cal. Dec. 9, 2021) (“Historically, data breach cases have experienced minimal success in moving for class certification.”). Though Plaintiffs strongly believe in the merits of their claims, Plaintiffs and Settlement Class Counsel acknowledge that proving causation and damages in the emerging area of data breach cases can be difficult and is by no means guaranteed. *See, e.g., Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at \*4 (C.D. Cal. Nov. 21, 2022) (explaining that data breach class actions are a relatively new type of litigation and that damages methodologies in data breach cases are largely untested and have yet to be presented to a jury). Continued litigation further would have required formal discovery, depositions, expert reports, obtaining and maintaining class certification throughout trial, and summary judgment, as well as possible appeals (interlocutory and/or after the merits), which would require additional rounds of

briefing and the possibility of no recovery at all. The Settlement here guarantees relief to the Settlement Class whereas further protracted litigation would not.

Even considering these risks, Settlement Class Counsel took this case on a purely contingent basis with the understanding that they would only be compensated if there was a recovery for Plaintiffs, and Court approval of the requested fees. Federman Decl., ¶ 23. As such, neither compensation for their time nor reimbursement of their costs were guaranteed to Settlement Class Counsel. *Id.* Settlement Class Counsel assumed significant risk of nonpayment or underpayment of attorneys' fees. *Id.* This litigation has required the devotion of substantial time, totaling **129.60 hours** from Settlement Class Counsel to date. *Id.* ¶ 18. A case of this size and complexity required a significant commitment of time and resources from Settlement Class Counsel. *Id.* ¶ 10. This time could have been devoted to other matters. Courts "have consistently found that this type of fee arrangement, under which counsel runs a significant risk of nonpayment, weighs in favor of the reasonableness of a requested fee award." *Blanco v. Xtreme Drilling & Coil Servs., Inc.*, No. 16-CV-00249-PAB-SKC, 2020 WL 4041456, at \*6 (D. Colo. July 17, 2020). Therefore, this final factor weighs in favor of approval.

#### **IV. SETTLEMENT CLASS COUNSEL'S EXPENSES MERIT REIMBURSEMENT**

Settlement Class Counsel's costs and litigation expenses total **\$2,711.80**. Federman Decl., ¶ 19. As explained in the supporting declaration, the reimbursement requested is for unavoidable expenses such as filing fees, the cost of copies, mileage and parking, postage, and research fees—all of which inured to the benefit of the Settlement Class. *Id.* These expenses are typical of litigation, reasonable in amount, and necessary for advancement of the action to the benefit of the Settlement Class. *Id.* For these reasons, the requested expenses should be approved as a part of the combined attorneys' fees, costs, and expenses award (not in addition to).

#### **V. THE REQUESTED SERVICE AWARDS ARE REASONABLE**

Service awards are typically awarded in data breach class actions such as this and should also be awarded here. *See, e.g., Casey v. Tyler Technologies, Inc.*, No. CJ-2024-5929 (Okla. Dist. Ct. Okla. Cty.) (awarding service award of \$2,500.00); *Johnson v. Paycom Payroll, LLC*, No. CJ-2023-4763 (Okla. Dist. Ct. Okla. Cty.) (awarding service awards of \$2,000.00).

The excellent result achieved in this Action could not have been accomplished without the substantial efforts of the Class Representatives. Among other things, the Class Representatives answered detailed questionnaires and provided essential information to Settlement Class Counsel; collected documents and other evidence that supported the claims alleged in the complaints and petitions; agreed to face invasive and time consuming discovery, including depositions, if necessary; reviewed pleadings and coordinated with Settlement Class Counsel as to the status of, and strategy for, the Action; conferred with Settlement Class Counsel about the settlement negotiations and provided meaningful input about what potential benefits were most important to them; and considered and approved the Settlement terms on behalf of the Settlement Class. Federman Decl., ¶ 25. Plaintiffs devoted significant time and effort to the Action, and because of their efforts, a substantial benefit was conferred to the Settlement Class. *Id.*

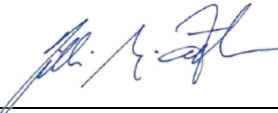
Accordingly, and in recognition of the substantial benefit they conferred to the Settlement Class and their efforts generally, modest Service Awards of \$2,500.00 to each of the Class Representatives (\$7,500.00 total) are reasonable and should be approved.

## **VI. CONCLUSION**

For the reasons set forth above, Plaintiffs respectfully request that this Court grant their motion (in conjunction with final approval of the Settlement) and enter an order awarding a total of \$250,000.00 in attorney's fees and expenses and approving Service Awards of \$2,500.00 to each Class Representative (\$7,500.00 total).

Dated: February 8, 2026

Respectfully submitted,

/s/ 

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*Settlement Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 8, 2026, a true and accurate copy of the foregoing was mailed and/or emailed to counsel for Defendant:

David Ross  
Attorney at Law  
WILSON ELSER LLP  
1500 K Street, NW, Suite 330  
Washington, D.C. 20005  
David.ross@wilsonelser.com

/s/   
\_\_\_\_\_  
William B. Federman, OBA #2853

# **Exhibit A**

**IN THE DISTRICT COURT OF COMANCHE COUNTY  
IN AND FOR THE STATE OF OKLAHOMA**

**MATTHEW EGNER, DEREK TILLEY,**  
and **AMANDA BOLDING**, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

**GOODWILL INDUSTRIES OF  
SOUTHWEST OKLAHOMA & NORTH  
TEXAS, INC.,**

Defendant.

Case No. CJ-2025-189

Hon. Judge Emmit Tayloe

**DECLARATION OF CLASS COUNSEL IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, William B. Federman of Federman & Sherwood, hereby declare as follows:

1. I am Settlement Class Counsel<sup>1</sup> under the proposed Settlement with Goodwill Industries of Southwest Oklahoma & North Texas, Inc. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. I have personal knowledge of the facts set forth herein and could testify competently as to them if called upon to do so.

**I. BACKGROUND AND PROCEDURAL HISTORY**

2. The underlying litigation stems from a Data Incident impacting Goodwill. On or around February 1, 2024, Defendant discovered that unauthorized cybercriminals gained access to Defendant's computer systems and accessed Plaintiffs' and Class Members' Personal Information.

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<sup>1</sup> All capitalized terms used herein shall have the same meanings as those defined in the Settlement Agreement.

On March 5, 2025, Defendant began mailing out notice of the Data Incident to individuals whose Personal Information was impacted in the Data Incident.

3. After Goodwill provided notice of the Data Incident to Plaintiffs and other impacted individuals, Goodwill was named as a defendant in two putative class action lawsuits. On May 19, 2025, the Court granted Plaintiffs' Unopposed Motion to Consolidate Related Cases and Appoint Interim Co-Lead Class Counsel. Plaintiffs subsequently filed their Consolidated Class Action Petition on June 11, 2025. The Consolidated Petition asserted the following claims against Goodwill: (i) negligence; (ii) negligence *per se*; (iii) breach of fiduciary duty; (iv) breach of implied contract; (v) invasion of privacy; (vi) unjust enrichment; and (vii) declaratory judgment and injunctive relief on behalf of a similarly situated class of individuals.

## **II. SETTLEMENT NEGOTIATIONS AND MEDIATION**

4. After Plaintiffs filed their Consolidated Petition, the Parties began exploring the viability of early resolution. Plaintiffs requested and received informal discovery from Defendant concerning: (i) the details of the Data Incident; (ii) the Personal Information impacted in the Data Incident; (iii) the number of individuals impacted in the Data Incident; and (iv) the remedial measures Defendant has taken since the Data Incident. Prior to engaging in settlement negotiations, Settlement Class Counsel had a clear understanding of the factual and legal issues and strengths and weaknesses of the case.

5. Over the next several weeks, the parties negotiated at "arm's length," communicating their positions and evaluating the strengths and weaknesses underlying their claims and defenses. Through these negotiations, the parties ultimately reached an agreement over the core terms of the Settlement. Over following weeks, the parties diligently negotiated and circulated drafts of the Settlement, along with accompanying notices, a Claim Form, and other

exhibits, and agreed upon a Settlement Administrator after considering bids from multiple administrations. While negotiations were always collegial, cordial, and professional, there is no doubt that they were adversarial in nature, with both parties forcefully advocating the position of their respective clients.

### **III. THE SETTLEMENT**

6. The Settlement represents an excellent result and provides meaningful monetary and non-monetary benefits to the Settlement Class. Under the terms of the Settlement Agreement, Defendant will make available to the Settlement Class: (i) documented Extraordinary Losses up to Five Thousand Dollars (\$5,000.00) per Settlement Class Member; (ii) Ordinary Losses up to Five Hundred Dollars (\$500.00) per Settlement Class Member; (ii) up to three (3) hours of Lost Time paid at a rate of \$25.00 per hour (up to \$75.00 in total);<sup>2</sup> (iii) two (2) years of credit monitoring through one (1) of the three (3) major credit bureaus (Equifax, Experian, or TransUnion) and \$1 million in identity theft protection insurance. (iv) Alternative Cash Payment of Fifty Dollars (\$50.00) in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time; (v) the cost of notice and settlement administration; (vi) service awards approved by the Court for Plaintiffs; and (vii) reasonable attorneys' fees and expenses approved by the Court.

7. The Settlement represents an outstanding result for the Settlement Class and was obtained against a Defendant represented by a well-regarded and experienced defense law firm. Although Settlement Class Counsel believe in the merits of Plaintiffs' claims, this litigation was inherently risky and complex. The claims involve the intricacies of data breach litigation (a fast-developing area in the law), and Plaintiffs would have faced risks at each stage of litigation. Against these risks, it was through the skill, effort, and hard-fought negotiations of Settlement

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<sup>2</sup> To be included in the \$500.00 cap for Ordinary Losses.

Class Counsel and Plaintiffs that the Settlement was achieved for the benefit of the Settlement Class.

8. The Court preliminarily approved the Settlement on November 20, 2025. The Court-approved notice program, notifying the Class of the Settlement and their rights thereunder, is currently being implemented by the Settlement Administrator, Analytics Consulting, LLC.

9. The reaction of the Settlement Class so far has been positive. The deadline to submit an opt-out or file an objection is February 20, 2026. To date, there have been zero (0) objections to any aspect of the Settlement, including the requested fee.

#### **IV. TIME AND EFFORT EXPENDED BY SETTLEMENT CLASS COUNSEL**

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

11. This case was particularly risky, and Plaintiffs faced substantial hurdles if the litigation were to continue. Most notably, Plaintiffs faced the risk of surviving dispositive motions for summary judgment and obtaining class certification. Though Settlement Class Counsel strongly believe in the merits of Plaintiffs' claims, Plaintiffs and Settlement Class Counsel acknowledge that proving causation and damages in the emerging area of data breach cases can be difficult and is by no means guaranteed. Continued litigation would have required formal discovery, depositions, expert reports, obtaining and maintaining class certification throughout trial, and summary judgment, as well as possible appeals (interlocutory and/or after the merits), which would require

additional rounds of briefing and the possibility of no recovery at all. The Settlement here guarantees relief to the Settlement Class whereas further protracted litigation would not.

12. As compensation for the substantial benefit conferred upon the Settlement Class, and the significant amount of work Settlement Class Counsel have undertaken, Settlement Class Counsel seek a fee award of \$250,000.00 – which was contemplated by the Settlement Agreement.

13. Discussions regarding Settlement Class Counsel’s Attorneys’ fees, litigation costs and expenses, and Service Awards for Class Representatives occurred only after an agreement was reached to the essential terms of the settlement, specifically the benefits to the Settlement Class. Attorneys’ fees, litigation costs and expenses, and Service Awards for Class Representatives are intended to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement.

14. Although Settlement Class Counsel consistently sought to keep costs and fees to a minimum, the action required a significant amount of work and time and was levied against a defendant with counsel experienced in data privacy litigation.

15. Settlement Class Counsels’ efforts in this matter included:

- a. fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs;
- b. obtaining and reviewing documents from Class Members substantiating their claims;
- c. drafting and preparing the petitions, as well as conducting extensive research for those petitions;
- d. regularly communicating with the named Plaintiffs to keep them apprised of the progress in the action;
- e. requesting, obtaining, and reviewing documents and information from Goodwill

- regarding the Data Incident, Goodwill's remedial measures after the Data Incident, and Goodwill's cyber insurance status;
- f. participating in weeks of settlement negotiations with Defendant to reach and finalize the Settlement Agreement, proposed orders, and notice documents;
  - g. developing the notice program and distribution plan for the Settlement;
  - h. soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price;
  - i. obtaining preliminary approval of the Settlement;
  - j. aiding Class members with questions about the Settlement and the claims process and submitting claims;
  - k. conducting extensive 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
  - l. working with the settlement administrator to implement the notice program and oversee the claims process.

16. Settlement Class Counsel have a plethora of experience as consumer class action attorneys and as advocates in data breach class actions. Settlement Class Counsel worked diligently on behalf of the Settlement Class to obtain information from Goodwill regarding the Data Incident and utilized their experience and the knowledge gained from other data breach class actions to negotiate a favorable Settlement. This experience enabled Settlement Class Counsel to represent Plaintiffs' and Class Members' interests without expending hundreds of hours and substantial financial resources to come up to speed on the subject area.

17. Having worked on behalf of the class since the Data Incident was first announced, evaluated the legal and factual disputes, and dedicated significant time and resources to this litigation, Settlement Class Counsel fully endorse the settlement.

18. So far, Settlement Class Counsel and Plaintiffs’ counsel have spent a combined 129.60 hours prosecuting this matter on behalf of Plaintiffs and the Class for a total lodestar of \$82,133.50. A detailed lodestar is included below. The total amount requested in fees, \$250,000.00, reflects a reasonable positive multiplier of approximately 3.0. This lodestar does not reflect additional time that Settlement Class Counsel will expend completing the Settlement, including, for example, drafting the final approval motion and preparing for and attending the final approval hearing. But perhaps more importantly, Settlement Class Counsel will spend additional time making themselves available to Settlement Class Members to answer questions as well as supervise and answer questions about the claims process and Settlement Administration. Settlement Class Counsel estimate they will spend 40 to 60 additional hours aiding Settlement Class Members and completing the Settlement. Additionally, this is time that could not have been devoted to other fee producing matters.

**LODESTAR AND EXPENSE SUMMARY**

<b>Firm</b>	<b>Hourly Rate Range</b>	<b>Hours</b>	<b>Lodestar</b>	<b>Expenses</b>
<b>Federman &amp; Sherwood</b>	\$300.00 to \$1,150.00	39.5	\$28,915.00	\$503.28
<b>Strauss Borrelli PLLC</b>	\$150.00 to \$800.00	58.8	\$29,987.50	\$1,185.40
<b>EKSM</b>	\$150.00 to \$950.00	31.3	\$23,231.00	\$1,023.12
<b>TOTAL</b>		<b>129.6</b>	<b>\$82,133.50</b>	<b>\$2,711.80</b>

19. Additionally, the reimbursement requested for Settlement Class Counsel’s costs and expenses, \$2,711.80, is for reasonable expenses necessary to prosecute this action such as filing fees, copies, conference call fees, legal research fees, postage fees, and travel expenses, all of which inured to the benefit of Settlement Class. These expenses are typical of litigation, reasonable in amount, and necessary for advancement of the action to the benefit of the Settlement Class. The litigation expenses are categorized below.

***Federman & Sherwood***

<b>Expense</b>	<b>Cost</b>
Service of Process	\$47.35
Research	\$55.93
<b>TOTAL</b>	<b>\$503.28</b>

***Strauss Borrelli PLLC***

<b>Expense</b>	<b>Amount</b>
Pro Hac Vice Fees	\$4.60
Advertisements	\$1,180.80
<b>TOTAL</b>	<b>\$1,185.40</b>

***EKSM***

<b>Expense</b>	<b>Amount</b>
Filing fees	\$447.35
Service Fee	\$225.00
Oklahoma Bar Association	\$350.00
PACER	\$0.20
Research	\$0.57
<b>TOTAL</b>	<b>\$1,023.12</b>

20. In tracking lodestar and expenses in this matter, Settlement Class Counsel maintained contemporaneous and detailed time records, which include a description of all work performed and expenses incurred. The time committed by each of the firms in this case worked efficiently to allocate work, and coordinate assignments for effective prosecution of this case. The hours billed were reasonable and necessary for the prosecution of this case on behalf of Plaintiffs

and the Settlement 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. Settlement Class Counsel utilized standard billing practices and contemporary recordkeeping to track and record their reasonable hours.

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

22. The rates utilized by Settlement Class Counsel in calculating their lodestar are reasonable and are their customary hourly rates for similar data breach class action cases. These hourly rates have been approved by other courts in connection with data breach settlements such as this.

23. Settlement Class Counsel have represented Plaintiffs and the Settlement Class purely on a contingency fee basis in this matter and have not received any payment for their time, effort, or expenses to date and have passed up other work to devote time and resources to this matter. Settlement Class Counsel took this case on a contingent basis with the understanding that they would only be compensated if there was a recovery for Plaintiffs, and court approval of the requested fees. As such, neither compensation for their time nor reimbursement of their costs were guaranteed to Settlement Class Counsel in this case. Settlement Class Counsel assumed significant risk of nonpayment or underpayment of attorneys' fees.

#### **V. SERVICE AWARDS TO PLAINTIFFS ARE WARRANTED**

24. Settlement Class Counsel have been in communication with their clients since before this action was commenced and remain in contact with them regarding details of this

Settlement and its progression. Plaintiffs have been actively involved in this litigation and have approved of and support the Settlement.

25. Settlement Class Counsel seek service awards in the amount of \$2,500.00 for each of the Class Representatives. The Class Representatives initiated and oversaw this litigation for the benefit of the Settlement Class, and it is due to their services that a favorable settlement was obtained. Among other things, the Class Representatives: (i) answered detailed questionnaires and provided essential information to Class Counsel; (ii) provided information to support the claims alleged in the petitions; (iii) agreed to face invasive and time consuming discovery, including depositions, if necessary; (iv) reviewed pleadings and coordinated with Settlement Class Counsel as to the status of, and strategy for, the action; (v) conferred with Settlement Class Counsel about the Settlement; and (vi) considered and approved the settlement terms on behalf of the Settlement Class. The sacrifices of time and effort undertaken by the Class Representatives in furtherance of this action on behalf of absent Settlement Class Members warrants the Court's approval of the requested Service Awards. The \$2,500.00 requested per representative is reasonable considering the Class Representatives' substantial contributions to the case. The active participation and efforts expended by the Class Representatives materially aided, and indeed were necessary to, the Settlement achieved.

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

Executed February 8, 2026, at Oklahoma City, OK.

/s/ William B. Federman  
William B. Federman