

STATE OF NORTH CAROLINA
PITT COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BUSINESS COURT NO.
24CVS000772-730

TAMMY FLYNN, HEISHA LYNCH, J.L.,
a minor through her mother, HEISHA
LYNCH, DEAN SWINSON, BRANDON
CANNON, BRITTANY MORRE, ANNAIA
MCLAMB, CYNTHIA MEADOWS,
SUZANNE ABRAMS, LATASHA
WILLIAMS, BILLY ROBINSON,
JOSEPH SAWYER, SAMANTHA
RICHARDSON, LORI POWERS, JASON
POWERS, GENEVIEVE JONES,
ELAINE QUITTKAT, and MARY
SHELDON, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

EASTERN RADIOLOGISTS, INC.,

Defendant.

Class Action

**JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

1. We are counsel for Plaintiffs and the Settlement Class in the above-captioned matter.

2. Our credentials and those of our law firms were previously outlined for this Court in our declaration submitted in connection with the Unopposed Motion for Preliminary Approval. We and our law firms have been appointed class counsel in this matter. We submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. Except as otherwise noted, we have personal

knowledge of the facts set forth in this declaration and could and would competently testify to them if called upon to do so.

3. Our work in this matter, and the work of others in our law firms involved investigating the cause and effects of the Eastern Radiologists, Inc. (“Defendant”) Data Incident; evaluating the potential class representatives, contributing to the evaluation of the merits of the case before filing the Complaints; conducting legal research; conducting extensive research into data security incidents and their causes and effects; drafting and filing the Complaints; engaging in extensive settlement negotiations with Defendant via mediation and over the course of many weeks afterward; drafting the settlement agreement, the relevant notices of settlement, the Unopposed Motion for Preliminary Approval, and this instant motion for attorneys’ fees; working with the Court to schedule the final approval hearing; communicating with defense counsel; updating and handling questions from our class representatives; overseeing the launching of the notice program with substantial interaction with the Settlement Administrator; and overseeing the claims process.

4. Continuing through to today, we and our law firms have continued to work with Defendant and the Settlement Administrator regarding claims administration and processing as well as answering class members questions about the settlement and the process.

5. Based on our past experience, we expect to spend another 20-40 hours seeking final approval, defending the Settlement from and potential objections, and supervising claims administration and the distribution of proceeds.

6. As of the date of filing, we have received no objections to the Settlement Agreement in general, and no objections to the proposed attorneys' fees, costs (the amount of which was made known to the Class via the Court-approved notice program) in particular. It is our understanding that Epiq, the Settlement Administrator, has received 35 opt-outs (requests for exclusion) and no objections. Plaintiffs will submit a declaration from Epiq detailing the notice and claims administration with the forthcoming Memorandum in Support of Motion for Final Approval.

The Contingent Nature of the Case

7. Our firms prosecuted this case on a purely contingent basis. As such, our firms assumed a significant risk of nonpayment or underpayment.

8. This matter has required me, and other attorneys of our firms, to spend time on this litigation that could have been spent on other matters. At various times during the litigation of this class action, this lawsuit has consumed significant amounts of our time and our firms' time.

9. Such time could otherwise have been spent on other fee-generating work. Because our firms undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

10. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on this case could and would have been spent pursuing other potentially fee-generating matters.

11. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the state of data privacy law. Therefore, despite our firms' devotion to the case and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

12. The fees contemplated under Class Counsel's representation agreements for cases in this District and elsewhere generally fall within the one-third to 40% range. Class Counsel's fees were not guaranteed—the retainer agreements counsel had with Plaintiffs did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court.

The Costs and Fees Incurred

13. The law firms representing Plaintiffs in this matter have currently accrued a total lodestar of \$972,391.70 in reasonable attorneys' fees through September 25, 2025. The hours Class Counsel spent litigating this matter reflect the reasonable and necessary effort required to achieve such a satisfactory result.

14. Our hourly rates for attorneys and staff at our firms are commensurate with those of that level of experience and with hourly rates charged by our contemporaries around the country.

15. Prior to submitting the Motion for Attorneys' Fees, Costs, and Service Awards, we compared and confirmed our hourly rate with lawyers at other law firms whose practice is focused on data breach class litigation. Moreover, we routinely survey hourly rates charged by lawyers around the country in published surveys, and review continuously as part of my continuing education opinions rendered by courts

on attorneys' fee requests. Again, based upon our research, our rates are within the range of lawyers with my level of experience, practicing in this area of law.

16. Additional time will be spent drafting the final approval motion, preparing for and attending the Final Approval Hearing, defending any appeals taken from the final judgment approving Settlement, and ensuring that the claims process and distribution of Settlement proceeds to Class Members is done in a timely manner in accordance with the terms of the Settlement. Based upon our past experience, we estimate that another 30-40 hours of attorney time will be reasonably expended on this matter through final approval. We assert that the attorneys' fees sought in the Motion for Attorneys' Fees, Costs, and Service Awards are reasonable and seek fair and reasonable compensation for undertaking this case on a contingency basis, and for obtaining the relief for Plaintiffs and the Class. As set forth in the Settlement Agreement, the attorneys' fees and expenses sought in this Motion will not reduce the benefits payable to the Class.

17. Where possible, Class Counsel made efforts to carefully assign work so as to avoid duplication of efforts and have the work completed by the appropriate level of attorney.

18. Upon request, we can provide detailed contemporaneous records to the Court for review.

19. All books and records in this case regarding costs expended were maintained in the ordinary course of business, from expense vouchers and check records. I have reviewed the records of costs expended in this matter.

20. Our firms have also accrued \$27,934.06 in out-of-pocket expenses pertaining to this litigation; including:

COMBINED EXPENSES	
Court/filing fees	\$4,443.75
Travel	\$111.22
Admin/copies/postage	\$790.47
Mediation	\$19,499.80
Legal Research	\$3,088.82
TOTAL	\$27,934.06

21. These costs are reasonable, and necessary for the litigation, and are modest in comparison to the enormous costs that likely would have been incurred if litigation had continued. Reimbursement of these costs is sought in addition to the \$1,500,000 in attorney fees requested. Based upon our past experience, the amount of out-of-pocket case expenses will increase prior to Final Approval, and will include additional travel expenses to appear at the Final Approval Hearing.

22. The Settlement Agreement calls for a reasonable service awards to each Plaintiff in the amount of \$2,500, subject to approval of the Court, in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees and costs. The Service Award is meant to recognize Plaintiffs for their efforts on behalf of the Class, including assisting in the investigation of the case, maintaining contact with counsel, reviewing the pleadings, answering counsel's many questions, communicating with counsel during the settlement negotiations, and reviewing the terms of the Settlement Agreement. Plaintiffs also put their reputation at risk and put themselves forward for public scrutiny. Plaintiffs were not promised a service award, nor did they

condition their representation on the expectation of an incentive award. The Service Awards will not diminish the recovery to the Settlement Class Members in any way.

23. We strongly believe that the Settlement Agreement is favorable for the Settlement Class. The Settlement addresses the type of injury and repercussions sustained by Settlement Class Members in the wake of the Data Incident. In the opinion of the undersigned, the settlement is fair, reasonable, adequate, as are the attorneys' fees, expenses, and service awards requested here.

24. Although Plaintiffs believe in the merits of their 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 the Plaintiffs would face risks at each stage of litigation. Against these risks, it was through the hard-fought negotiations and the skill and hard work of Settlement Class Counsel and the Class Representatives that the Settlement was achieved for the benefit of the Settlement Class.

25. In contrast to the risks, the Settlement provides certain and substantial compensation to the Settlement Class Members. The result achieved in this Settlement is notable because the parties were able, through capable and experienced counsel, to reach a negotiated Settlement without involvement of the Court in managing this litigation or discovery disputes.

26. The settlement provides for up to \$3,200,000 in cash benefits to Settlement Class Members.

27. The identity theft protection offered has a substantial and guaranteed retail value of approximately \$179.40 per each of the 884,935 Settlement Class

Members. This makes another \$158,757,339 in valuable benefits available to the Class.

28. The Settlement Class will also benefit from the substantial business practice changes confirmed by Defendant.

29. Another benefit to the Settlement Class is the cost of notice and administration. The costs of notice and administration will be paid for by Defendant separately from the Class Relief.

30. Class Counsel worked on behalf of the Settlement Class to obtain information from Defendant regarding the Data Incident and used that information (along with their experience and the knowledge gained from other data breach class actions) to negotiate the Settlement.

31. The Settlement reached here is notable for the simplicity of the claims process; relief that addresses the type of injury and repercussions sustained by consumers in the wake of a Data Incident of the type here; the speed with which counsel was able to secure a favorable settlement; and the cooperation of Defendant’s counsel.

* * * * *

We declare under penalty of perjury under the laws of the State of North Carolina that that foregoing is true and correct.

Executed on September 26, 2025

Interim Co-Lead Class Counsel

/s/ Joel R. Rhine
Joel R. Rhine
N.C. Bar No.: 16028
Ruth A. Sheehan

N.C. Bar No.: 48069
RHINE LAW FIRM PC
1612 Military Cutoff Rd. Ste. 300
Wilmington, NC 28403
Phone: 910-772-9960
jrr@rhinelawfirm.com
Ras@rhinelaw.com

Scott C. Harris
N.C. Bar No.: 35328
**BRYSON HARRIS, SUCIU &
DEMAY PLLC**
900 W. Morgan Street
Raleigh, NC 27603
Telephone: (919) 600-5003
sharris@rysonpllc.com

Gary M. Klinger (*pro hac vice*)
**MILBERG COLEMAN
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Phone: 866.252.0878
Email: gklinger@milberg.com

Jean S. Martin
NC Bar No.: 25703
**MORGAN & MORGAN
COMPLEX LITIGATION GROUP**
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Phone: 813-424-5630
jeanmartin@forthepeople.com