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18  
19 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
20 **IN AND FOR THE COUNTY OF TULARE**

21 In re HAPY BEAR SURGERY CENTER  
22 DATA SECURITY INCIDENT  
23 LITIGATION

24 This Document Relates To: All Actions

25 Case No. VCU307987  
26 (Assigned for all purposes to Hon. Gary M.  
27 Johnson, Dept. 7)

28 **SUPPLEMENTAL DECLARATION OF  
JASON M. WUCETICH IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

HEARING DATE: October 7, 2024  
TIME: 8:30 A.M.  
DEPT. 7

COMPLAINT FILED: April 15, 2024

1 I, Jason Wucetich, declare:

2 1. I am counsel for Plaintiffs David Underwood and Duncan Meadows (“Plaintiffs”),  
3 in the above-captioned case. Based on that representation I have personal knowledge of the matters  
4 stated herein and could and would testify competently about them if called upon to do so. I make  
5 this declaration in further support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
6 Settlement with defendant, Hapy Bear Surgery Center, LLC (“Defendant”), pursuant to the Court’s  
7 tentative ruling dated September 16, 2024, requesting that the parties further address various  
8 issues.

9 2. The following is a breakdown of the value, strengths, and weaknesses of Plaintiff’s  
10 claims and the methodology and discounting used to arrive at the settlement value:

11 Based on the obligation under *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,  
12 129-30 (2008), the Court must ensure that the relief provided to the Class represents a reasonable  
13 compromise value. Here, the relief provided falls squarely in line with data breach class actions  
14 of a similar size and scope and asserting the same or similar claims.

15 Class Counsel in this case negotiated the proposed relief with their extensive background  
16 in privacy and data breach class actions. Data breach settlements of this type are routinely  
17 structured in the exact way the settlement presented here is structured – namely additional credit  
18 monitoring for class members; reimbursement for out-of-pocket losses and lost time;  
19 reimbursement for those class members who experienced extraordinary losses; and improved data  
20 security measures implemented by the Defendant. This exact settlement structure with similar  
21 terms and amounts has been repeatedly approved in smaller scale data breach class actions, and  
22 should also be approved here, as further detailed below.

23 a. The California Confidentiality of Medical Information Act (“CMIA”) Claim

24 The California Supreme Court has confirmed that the CMIA is intended “to protect the  
25 confidentiality of individually identifiable medical information (i.e., PHI) obtained from a patient  
26 by a health care provider, while at the same time setting forth limited circumstances in which the  
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1 release of such information to specified entities or individuals is permissible.” *Brown v.*  
2 *Mortensen*, 51 Cal. 4th 1052, 1070 (2011) (citations omitted); *see also Hill v. National*  
3 *Collegiate Athletic Assn.*, 7 Cal. 4th 1, 41 (1994) (“A person’s medical profile is an area of  
4 privacy infinitely more intimate, more personal in quality and nature than many areas already  
5 judicially recognized and protected.”); *Cutter v. Brownbridge*, 183 Cal. App. 3d 836, 842  
6 (1986) (“The ‘zones of privacy’” protected by Cal. Const., Art. I, § 1 “extend to the details of  
7 one’s medical history.”).

8           The CMIA creates a private right of action, enforced through section 56.36(b), where a  
9 covered entity—including contractors, like Defendant here—“negligently creates, maintains,  
10 preserves, stores, abandons, destroys, or disposes of medical information.” Cal. Civ. Code §  
11 56.101(a). Under section 56.36(b), “any individual may bring an action against any person or  
12 entity who has negligently released information concerning him or her in violation of this part  
13 for . . . nominal damages of one thousand dollars (\$1,000).” Cal. Civ. Code § 56.36(b)(1). Actual  
14 damages are also recoverable in addition to the statutory damages amount. Cal. Civ. Code §  
15 56.36(b)(2).

16           The maximum CMIA statutory damage award is \$1,000, and based on various factors a  
17 discount of 50% possible recovery of this maximum is appropriate. There exists a real danger  
18 that a court might not award any statutory penalty or a very low statutory penalty in this case. To  
19 prevail on CMIA claim, Plaintiff must show that PHI was actually viewed by an unauthorized  
20 third party. Based on discovery as part of the mediation process, this will likely be difficult for  
21 Plaintiff to establish. Additionally, counsel is not aware of any CMIA claim proceeding to trial  
22 and there is no guarantee that a Court would award anything near the maximum penalty if a case  
23 did go to trial. If a trial court did award such a penalty, it would likely be appealed and there is  
24 risk an appellate court might overturn such a penalty. Given these risks, and the time it would  
25 take to resolve this case through appeal, including likely beating a motion for summary judgment  
26 and winning at trial, a 50% discount of the maximum penalty is a good result. It is also  
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28

1 important to note that like most data breach class action settlements, there is a likelihood of a low  
2 claims rate in this case. Only some members of the class will make claims for damages. With  
3 low claims rates, those individuals who have actually suffered damages will be able to make a  
4 claim and obtain an award up to 50% of maximum statutory damages.

5 If the parties had continued to litigate instead of settle, Plaintiffs could have potentially  
6 obtained a higher amount, or nothing at all. Here, the parties negotiated up to \$500 for out of  
7 pocket expenses, over 50% of the maximum statutory benefit, as well as up to \$7,500 in  
8 extraordinary losses. These amounts are squarely reasonable and should be approved. Should  
9 they not resolve the case, Plaintiffs and the class would have risked the Court potentially denying  
10 a motion for class certification, which would leave the class with nothing. Here, a recovery of up  
11 to 50% of the maximum statutory benefit is reasonable, fully in line with other similar cases (as  
12 cited in Section (e) below), and is also in line with what Plaintiffs had hoped to accomplish in  
13 this matter. Accordingly, the amount offered in settlement is reasonable and should be approved.  
14

15 b. The Breach of Implied Contract Claim

16 For breach of the implied contract, California law requires a showing of appreciable and  
17 actual damage that is not nominal, speculative, or based on fear of future harm. Cal. Civ. Code §  
18 3301 (“No damages can be recovered for a breach of contract which are not clearly ascertainable  
19 in both their nature and origin.”); *Aguilera v. Pirelli Armstrong Tire Corp.*, 223 F.3d 1010, 1015  
20 (9th Cir. 2000). Further, there must be a causal connection between the breach of contract and  
21 damages. *Metzenbaum v. R.O.S. Assocs.*, 188 Cal. App. 3d 202, 211 (1986).

22 Here, Defendant would likely argue damages are nominal, and/or that actual damages  
23 only exist for a certain small fraction of class members whose identities were actually stolen.  
24 Accordingly, even if a class is certified, obtaining actual damages on this claim would likely  
25 provide difficult. Assigning a value to a possible maximum recovery is therefore difficult and  
26 necessarily speculative. From the total settlement amounts made available, however, it would  
27 appropriate to assign a small monetary value of the available recovery, for example, \$20-\$100, to  
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1 this claim. This is reflected in the settlement amounts made available for lost time in responding  
2 to the breach, at \$25 per hour for a total of 4 hours. Overall, the settlement agreement accounts  
3 for such nominal damages, but the driving factor behind the settlement value of the claims are  
4 those with statutory damages, as detailed above.

5 Here, Settlement Class Members who have a Valid Claim that they suffered out-of-  
6 pocket losses that are fairly traceable to the Data Breach and who submit a Claim Form may  
7 recover up to \$500 in ordinary expenses and/or up to \$7,500 in extraordinary expenses, subject  
8 to the Settlement Agreement's terms. This relief is liberally applied given that reimbursable  
9 expenses includes: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating  
10 to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v)  
11 unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a  
12 result of the Data Breach; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed  
13 postage, mileage, and other incidental expenses resulting from the Data Breach; (ix)  
14 unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance  
15 purchased prior to the Effective Date, with certification that it was purchased primarily as a  
16 result of the Data Breach; and \$100 compensation for attested-to unreimbursed lost time spent  
17 monitoring accounts, reversing fraudulent charges, or otherwise dealing with the  
18 aftermath/clean-up of the Data Breach, at the rate of \$25.00 per hour for up to four hours.

19 This recovery made available through the Settlement is significant given that breach of  
20 contract claims are routinely dismissed in data breach cases for failure to adequately plead  
21 damages. *See, e.g., Svenson v. Google Inc.*, 65 F. Supp. 3d 717, 724-25 (N.D. Cal. 2014) (fear of  
22 future identity theft is too speculative to support damages for breach of contract); *Holly v. Alta*  
23 *Newport Hosp., Inc.*, No. 2:19-cv-07496-ODW (MRWx), 2020 U.S. Dist. LEXIS 64104 (C.D.  
24 Cal. Apr. 10, 2020) (holding allegations of "increased risk of identity theft and identity fraud,  
25 improper disclosure of personal information, value of time and expenses spent mitigating and  
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1 remediating the increased risk of identity theft and [] fraud, and the decreased value of []  
2 personal information” were too speculative to support breach of contract).

3 c. The UCL Claim/Declaratory Relief Claim

4 Beyond the monetary relief afforded by the Settlement, the injunctive relief provided is  
5 also significant. Plaintiff’s claims, particularly the UCL, permit Plaintiff to seek injunctive relief.  
6 Cal. Bus. & Prof. Code § 17203. Here, Defendant has and will implement steps to adequately  
7 secure its systems and environments in the future, including the payment of costs associated with  
8 these security-related measures separate and apart from the monetary settlement benefits  
9 described in the Settlement Agreement. The fact that the Settlement provides for injunctive relief  
10 is noteworthy given the view held by some courts that a UCL claim must be dismissed unless  
11 plaintiffs “allege they lack an adequate legal remedy for the harm sustained from the data  
12 breach.” *See, e.g., In re Ambry Genetics Data Breach Litig.*, No. SACV 20-00791-CJC (KESx),  
13 2021 U.S. Dist. LEXIS 204358, at \*27-29 (C.D. Cal. Oct. 18, 2021) (dismissing UCL claim  
14 because “Plaintiffs have failed to allege that the legal remedies they seek for the injuries they  
15 incurred as a result of Defendants’ past failure to protect their information are inadequate.”).

16 Like the contract claim above, Defendant would likely argue damages are nominal,  
17 and/or that actual damages only exist for a certain small fraction of class members whose  
18 identities were actually stolen. Accordingly even if a class is certified, obtaining actual damages  
19 on this claim would likely provide difficult. Assigning a value to a possible maximum recovery  
20 is therefore difficult and necessarily speculative. From the total settlement amounts made  
21 available, however, it would appropriate to assign a small monetary value of the available  
22 recovery, for example, \$20-\$100, to this claim. As described above, this amount is best  
23 represented in the lost time analysis.

24 d. Negligence/Negligence Per Se/Unjust Enrichment/Invasion of Privacy

25 The best measure and/or model for a damages analysis is described above using the  
26 statutory damages model. Counsel for Plaintiffs are not aware of a single data breach case  
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1 proceeding through trial. If Plaintiffs fail on their statutory damages claim under CMIA, each  
2 class member's individual damages will have to be assessed. More specifically, without statutory  
3 damages, the individual class members would be required to come forth with evidence of their  
4 actual damages. They would also have to provide evidence that their actual damages were the  
5 result of the data security incident that is the subject of this case and not a data security incident  
6 involving a different entity. Establishing these connections for each class member will be  
7 expensive, timely and difficult to prove. This proof requirement plays a large factor in why very  
8 few, if any, data-breach class actions are certified, and non have proceeded to a trial.

9 Like the contract claim above, Defendant would likely argue damages are nominal,  
10 and/or that actual damages only exist for a certain small fraction of class members whose  
11 identities were actually stolen. Accordingly even if a class is certified, obtaining actual damages  
12 on this claim would likely provide difficult. Assigning a value to a possible maximum recovery  
13 is therefore difficult and necessarily speculative. From the total settlement amounts made  
14 available, however, it would appropriate to assign a small monetary value of the available  
15 recovery, for example, \$20-\$100, to this claim. As described above, this amount is best  
16 represented in the lost time analysis.

17  
18 e. Discounting and Comparable Data Breach Settlements

19 With the above-referenced facts in mind, Plaintiffs' counsel sought to structure a settlement  
20 that contained similar for similar cases. As discussed, the settlement provides comparable  
21 categories of relief provided for in other data breach cases. Moreover, the actual monetary relief  
22 affords class members the opportunity to recover an amount up to 50% of statutory damages.  
23 Given that Plaintiffs may not be able to prove that their information was "viewed" by unauthorized  
24 actors, they could very likely recover \$0 in statutory damages if the case proceeds. Additionally,  
25 providing class members with relief now, including additional credit monitoring, will get them  
26 protection to protect from future harm in the near term, rather than in several months or years  
27 should the case proceed to trial. Because damages can vary so greatly among class member,  
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1 ranging from no damages at all to damages arising from actual, fraudulent misuse of their  
2 information, data breach class actions are perfectly suited for claims-made settlements, the type of  
3 settlement at issue here.

4           Looking at the total compensation, Plaintiffs' counsel were also aware of comparable  
5 data breach settlements, which are also often valued on a per person basis. Here, if you look at  
6 the cash component of the settlement, or \$607,500, when divided by the total class members of  
7 109,161, the value per person is \$5.56. If you include the cybersecurity enhancements to the  
8 cash value, the total relief is \$937,500, and the per person value equates to \$8.58. These amounts  
9 are squarely in line with other class action data breach settlements. *See e.g., In Re: Orrick,*  
10 *Herrington & Sutcliffe LLP Data Breach Litigation*, No. 3:23-cv-4089-SI (N.D. Cal.) (pending  
11 final approval)(\$12.54 per person settlement value); *In re Afni, Inc. Data Breach Litigation*, No.  
12 1:22-cv-01287 (C.D. Ill.)(7.08 per person settlement value); *Tucker v. Marietta Area Health*  
13 *Care, Inc.*, No. 2:22-cv-00184 (S.D. Ohio)(8.08 per person settlement value); *Thomsen v.*  
14 *Morley Companies, Inc.*, No. 1:22-cv-10271 (E.D. Mich.)(6.19 per person settlement value);  
15 *Philips v. Baybridge Case No. 1 :23-CV-00022 (W.D. TX)*(\$10 per person settlement value). The  
16 Court should also consider that the Defendant is not a Fortune 500 company, but rather, a local,  
17 regional business. The relief provided strikes the appropriate balance of fair relief to the class  
18 for the size and scope of this particular Defendant, and should be approved.

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20           3.       The tentative ruling asked for information regarding the cost of notice. As part of  
21 its original filing, Plaintiffs filed a Supplemental Declaration of Ryan Aldridge Regarding  
22 Proposed Notice Plan and Administration. As stated in that declaration, the costs of administration  
23 is estimated at \$99,600.

24           4.       The tentative ruling states that the Settlement Agreement provides that counsel can  
25 apply for a fee aware of up to 33% of the cash value of the settlement of \$607,500. However, the  
26 Settlement Agreement defines the Settlement Fund as the cash value of the settlement (\$607,500)  
27 plus the amount paid for security enhancements (\$330,000) for a total of \$937,500, and provides  
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1 that Class Counsel may apply for up to 33% of \$937,500 for their award of attorneys' fees. See  
2 Settlement Agreement ¶¶ 43,71.

3 5. Under California law, in a class action case, the primary method for calculating  
4 attorneys' fees in a class action settlement may be either a percentage of the relief obtained or a  
5 lodestar method (i.e., hours worked times a reasonable hourly rate, with a possible multiplier). See  
6 *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal. 5th 480, 485-86, 489 (2016). Each method can be used as  
7 a cross-check on the reasonableness of the result obtained by using the other.

8 As the California Supreme Court explained in *Laffitte*:

9  
10 Class action litigation can result in an attorney fee award pursuant to a statutory fee shifting  
11 provision or through the common fund doctrine when, as in this case, a class settlement  
12 agreement establishes a relief fund from which the attorney fee is to be drawn. Two primary  
13 methods of determining a reasonable attorney fee in class action litigation have emerged  
14 and been elaborated in recent decades. The **percentage method** calculates the fee as a  
15 percentage share of a recovered common fund or the monetary value of plaintiffs' recovery.  
16 The **lodestar method**, or more accurately the lodestar-multiplier method, calculates the fee  
17 "by multiplying the number of hours reasonably expended by counsel by a reasonable  
18 hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount  
19 by applying a positive or negative 'multiplier' to take into account a variety of other factors,  
20 including the quality of the representation, the novelty and complexity of the issues, the  
21 results obtained, and the contingent risk presented.

22 The two approaches to determining a fee contrast in their primary foci: 'The lodestar  
23 method better accounts for the amount of work done, while the percentage of the fund  
24 method more accurately reflects the results achieved.

25 *Id.* at 489 (emphasis added). Where the relief obtained is not easily monetized or is primarily  
26 injunctive in nature, the lodestar method is appropriate. See *Broomfield v. Craft Brew Alliance,*  
27 *Inc.*, 2020 WL 1982505, at \*11 (N.D. Cal. Feb. 5, 2020).

28 6. This is a class action case where counsel may seek fees based on *either* the  
percentage method or the lodestar method, and at the time the application is made, Class Counsel  
will make the case it is appropriate under both analyses. Specifically, if Class Counsel seeks fees  
based on a lodestar analysis, and the after paying all claims there exists money in the fund to pay  
the full lodestar amount pursuant to the fee shifting provisions of 1021.5, that should be permitted.

1 And separately, if Class Counsel seek fees based on a percentage of the recovery, the monetary  
2 value of the injunctive relief should be considered, as detailed below. This does not mean that  
3 Class Counsel will actually apply for the full 33% of the Settlement Fund, but it allows them to  
4 assess the final values of the settlement, including their final lodestar, costs and the actual amounts  
5 that are actually to be paid to class members, as well as the value of the non-monetary relief. Other  
6 courts have taken a similar approach of allowing security enhancements and other costs paid by  
7 Defendant outside the cash component to class members to be considered when making a final  
8 attorney fee award. *See e.g., In re Ethos Data Breach*, Case No. 22-cv-09203-SK (N.D. Cal.)  
9 (9/6/24 final approval order granting attorneys' fees in data breach class action settlement  
10 considering value of credit monitoring paid in addition to cash component to class members in its  
11 analysis of fees); *In re UKG Cybersecurity Incident*, Case No. 22-CV-00346-SI (N.D. Cal.)  
12 (11/21/23 final approval order granting attorneys' fees in data breach class action settlement and  
13 considering value of security enhancements in its analysis of fees); *In re: Solara Medical Supplies*  
14 *Data Breach Litig.*, Case No. 3:19-cv-02284 (S.D. Cal., Sept. 12, 2023)(the court awarded 23.5%  
15 of the total settlement value of \$9,760,000, including remedial measures valued at \$4,700,000);  
16 *Pappas v. Naked Juice Co of Glendora, Inc.*, 2014 WL 12382279, at \*10 (C.D. Cal. Jan. 2,  
17 2014)(Court awarded 24.8% of total value of the settlement including remedial relief); *Cox v.*  
18 *Clarus Mktg. Grp., LLC*, 291 F.R.D. 473, 483 (S.D. Cal. 2013) (awarding fee request of 24.1% of  
19 total settlement value); *Broomfield v. Craft Brew Alliance, Inc.*, 2020 WL 1982505, at \*11 (N.D.  
20 Cal. Feb. 5, 2020) (lodestar method is appropriate when the relief obtained is not all easily  
21 monetized or is injunctive in nature).  
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23 7. At the time the fee application is made, Class Counsel will show that the fee award  
24 is justified under both the percentage of the common fund method and lodestar method.

25 8. Wucetich & Korovilas LLP's contemporaneous records of its work on this case  
26 reflect that attorneys and support staff worked a combined 128 hours through 9/30/24, on this  
27 litigation, which, when multiplied by the firm's current hourly rates, amounts to \$96,000 in  
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1 lodestar. A summary indicating the amount of time expended by the members of our firm to date,  
2 involved in the litigation is set forth below.<sup>1</sup>

3

Timekeeper	Hourly Rate	Hours	Lodestar
Jason Wucetich	\$750	75.8	\$56,850
Dimitri Korovilas	\$750	52.2	\$39,150
<b>TOTAL</b>		128.00	\$96,000

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7 9. As outlined in the Supplemental Declaration of Danile Srourian in Support of  
8 Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed  
9 concurrently herewith, Mr. Srourian's law firm's lodestar is \$95,840. Accordingly, the total  
10 lodestar for both Plaintiffs' firms in this case to date is \$191,840.

11 10. In my opinion and experience, this time was reasonably and justifiably incurred. In  
12 the course of preparing the above figures, I reviewed all time and billing records in this case. This  
13 included a review of these records for any instances of recorded time that seemed, in my judgment,  
14 excessive or unnecessarily duplicative. Based on that review, I adjusted the hours recorded as  
15 appropriate. I would estimate that I adjusted the overall hours claimed downward by approximately  
16 10%. Accordingly, the lodestar analysis both presently and in Plaintiffs' later-filed motion for  
17 attorneys' fees will reflect a significant reduction from the total actual amount of time actually  
18 incurred and to be incurred on this matter

19 11. These hours do not include time my firm will spend on continuing services to the  
20 Class, including drafting the final approval motion, responding to Class Members' inquiries,  
21 supervising the claims administration process, and overseeing the distribution of payments to Class  
22 Members. Based on my firm's experience in other data breach settlements, my firm estimates it  
23 will spend many additional hours addressing issues that may arise after final approval, including  
24 interfacing with the with claims administrator, class members and defense counsel. At this time,

25 \_\_\_\_\_  
26 <sup>1</sup> If the Court requires, we can provide detailed billing reports. However, case law is clear  
27 that detailed timesheets are not required to support a lodestar analysis and that declaratory  
28 evidence establishing the number of hours incurred and counsel's reasonable hourly rate is  
sufficient. *See Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254-55 (2001) (rejecting  
argument that detailed timesheets are required), *overruled on other grounds by Hernandez v.*  
*Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018).

1 as a best estimate based on work done in prior cases, Class Counsel estimates at additional 75-100  
2 hours of time would be needed to complete work on this case.

3 12. My firm's current hourly rates are appropriate considering the prevailing rates for  
4 similar legal services provided by lawyers of reasonably comparable skill, experience, and  
5 reputation. Many other courts have found my firm's current rates to be reasonable in the settlement  
6 context. My firm has confirmed that their hourly rates as adjusted for inflation have been accepted  
7 by state and federal courts for purposes of lodestar determinations and for purposes of lodestar  
8 cross-checks in other recent class action cases.

9 13. More specifically, my firm's lodestar analysis in the instant action is based on a  
10 blended rate of \$750 per hour for both myself and my partner. This rate has been approved for  
11 our firm by California courts as early as 2021. This rate is commensurate with the market rate  
12 for similarly experienced attorneys performing similar work, and both myself and my partner  
13 have been approved at this rate by courts in numerous other class action cases, including data  
14 breach cases similar to the instant action. Such cases include: *Gomez v. Door Components, Inc.*,  
15 Case No. CIVSB2313668, (San Bernardino County Superior Court) (9/13/24 final approval  
16 order granting attorneys' fees in data breach class action settlement, based on a \$750 rate for  
17 both myself and Mr. Korovilas); *In re UKG Cybersecurity Incident*, Case No. 22-CV-00346-SI  
18 (N.D. Cal.) (11/21/23 final approval order granting attorneys' fees in data breach class action  
19 settlement, based on a \$750 rate for both myself and Mr. Korovilas); *Contreras v. Robins &*  
20 *Morton Group*, Case No. 2023CUBT015539 (Ventura County Superior Court) (8/8/24 final  
21 approval order granting attorneys' fees and costs in data breach class action settlement, based on  
22 a \$750 rate for both myself and Mr. Korovilas); *Lucero v. Valex Corp.*, Case No. 2022-CUNP-  
23 570847 (Ventura County Superior Court) (10/18/23 final approval order granting attorneys' fees  
24 in data breach class action settlement, based on \$750 rate for both myself and Mr. Korovilas);  
25 *Muller et al. v. PepsiCo, Inc. et al.*, Case No. CGC-22-597909 (San Francisco Superior Court)  
26 and *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y.) (4/4/23 final approval  
27 order granting attorneys' fees in employment class action, based on a \$750 rate for both myself  
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1 and Mr. Korovilas); *In re Neutron Wage & Hour Cases*, Case No. CJC-19-005044 (San  
2 Francisco Superior Court) (7/13/21 final approval order granting attorneys' fees in representative  
3 PAGA employment action, based on a \$750 rate for both myself and Mr. Korovilas); *see also*  
4 *Habelito v. Guthy-Renter LLC*, Case No. BCC499558 (Los Angeles Superior Court) (5/15/2017  
5 final approval order granting attorneys fees in consumer class action, based on a blended rate of  
6 \$700 for both myself and Mr. Korovilas); *In re DirecTV Wage & Hour Cases*, JCCP 4850, Lead  
7 Case No. 1-14-CV-274709 (Santa Clara Superior Court) (7/19/19 final approval order granting  
8 attorneys' fees in employment class action, based on \$700 blended hourly rate).

9           14. To date, Wucetich & Korovilas LLP has incurred \$3,235.06 in litigation costs for  
10 this action, including filing fees, the service of summons and complaint, and mediation expenses  
11 for the formal mediation conducted by the parties. As outlined in Mr. Srourian's declaration, this  
12 firm has incurred costs of \$3,669.06. Accordingly, total costs to date for both Plaintiffs' firms  
13 involved in this case is \$6,904.12

14           I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing declaration is true and correct.

16           Executed on October 1, 2024 in El Segundo, California.

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22 Jason Wucetich  
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