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17 Attorneys for Plaintiff, individually
18 and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

In re HAPY BEAR SURGERY CENTER
DATA SECURITY INCIDENT
LITIGATION

CASE NO. VCU307987

Assigned for All Purposes to
Hon. Gary M. Johnson

This Document Relates To: All Actions

CLASS ACTION

**DECLARATION OF JASON M.
WUCETICH IN SUPPORT MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
ENHANCEMENT AWARD**

Hearing Date: February 24, 2025
Time: 8:30 a.m.
Dept.: 7

1 I, Jason M. Wucetich, declare and state as follows:

2 1. I am an attorney at law duly licensed to practice before all courts in the state of
3 California and am a partner at the law firm of Wucetich & Korovilas LLP, attorneys of record for
4 Plaintiffs David Underwood and Duncan Meadows. I am familiar with the matters stated herein
5 of my own personal knowledge and could and would testify competently about them if called
6 upon to do so. I make this declaration in support of plaintiff's motion for final approval of the
7 class settlement in this matter and plaintiff's motion for attorneys' fees and costs and an
8 enhancement award to plaintiff.

9 2. The settlement agreement in this action was reached after arms' length settlement
10 discussions among all parties and their counsel. The agreement was reached only after numerous
11 formal and informal settlement discussions, including a mediation before the Honorable David E.
12 Jones (Ret.).

13 3. The Court granted preliminary approval of this settlement in October 2024.

14 4. The Settlement Agreement presented to the court at preliminary approval
15 represents the full, complete, and exclusive terms and conditions applicable to the proposed
16 settlement. There are no "side agreements" in connection with the proposed settlement in this
17 action.

18 5. Prior to filing the complaint in this action, my firm conducted a thorough factual
19 investigation into the facts and legal support underlying plaintiffs' claims. Since the filing of this
20 action, my firm has continued its investigations, both through informal discovery and other
21 means. The informal discovery sought evidence to assess class certification, liability, and
22 damages issues, including, *inter alia*, Defendant's policies and practices for data security, the
23 number of individuals impacted by the data security incident, the reasons for the data security
24 incident, and all parties involved in and responsible for the wrongful conduct alleged. These
25 informal and formal discussions involved telephone conversations between counsel and the
26 exchange of letters between the parties detailing their respective legal and factual positions.

27 6. Defendant provided informal discovery necessary to conduct a fruitful and
28 successful mediation. Counsel for all parties have spent time following up on the factual basis

1 and merits of the claims and defenses via meet-and-confer discussions, written informal
2 discovery, meetings, and phone calls, as well as correspondence, and have also spent significant
3 time on their own investigations of the facts and defenses.

4 7. Based on my experience, it is my opinion that the proposed settlement is fair,
5 reasonable, and in the best interests of the class.

6 8. I received my jurisdoctor degree from the University of California, at Davis,
7 School of Law in 2002 and became licensed to practice law in California at that time. I received
8 my bachelor's degree in economics and political science from Stanford University in 1997. I co-
9 founded my law firm, Wucetich & Korovilas LLP, with my partner, Dimitrios V. Korovilas, in
10 2010. Prior to that, I, along with my partner, Mr. Korovilas, the other attorney at my firm
11 assigned to this matter, worked together as attorneys in the litigation department of Orrick,
12 Herrington & Sutcliffe LLP's Los Angeles office. Orrick is a large, international firm with over
13 1,000 attorneys and offices throughout the world. I also previously worked for several years in
14 Los Angeles in the litigation department of Pillsbury Winthrop Shaw Pittman, another large firm,
15 along with Mr. Korovilas, before our practice group moved to Orrick. My partner, Mr. Korovilas,
16 received his jurisdoctor degree from the University of California, at Davis, School of Law in 2006
17 and became licensed to practice law at that time. He received his bachelor's degree in economics
18 from the University of Chicago. He also previously externed for the Honorable David F. Levi,
19 former chief judge of the U.S. District Court for the Eastern District of California, and currently
20 the dean of Duke Law School.

21 9. Throughout our practice, both previously at the large firm level and at our current
22 firm, my partner and I have had significant experience in class action and other complex
23 litigation, including numerous employment and consumer cases. I have personally first-chaired
24 five jury trials and second-chaired four jury and bench trials. Complex litigation, in both the
25 individual and class action context, has constituted a significant portion of both my partner's and
26 my practice generally and also our day-to-day activities. Throughout our practice, we have
27 regularly represented clients in both state and federal courts and at both the trial and appellate
28 levels.

1 10. More specifically, the attorneys at Wucetich & Korovilas LLP have been certified
2 and/or approved as class action counsel in dozens of class action cases protecting the rights of
3 hundreds of thousands of California consumers and employees in state and federal courts. The
4 firm has recovered over \$300 million worth of relief on behalf of its clients since its founding. A
5 representative sample of cases in which Wucetich & Korovilas LLP has served as Lead or Co-
6 Lead Class Counsel include: *Gomez v. Door Components, Inc.*, Case No. CIVSB2313668, (San
7 Bernardino County Superior Court) (consumer class action data breach, 9/13/24 final approval
8 granted); *Rohrer v. Oak Valley Hospital District*, Case No. CV-23-005612 (Stanislaus County
9 Superior Court) (consumer class action data breach, final approval granted 12/20/24); *Contreras*
10 *v. Robins & Morton Group*, Case No. 2023CUBT015539 (Ventura County Superior Court)
11 (8/8/24 final approval granted); *Martinez v. Valex Corp. Ventura County Superior Court Case*
12 *No. 56-2022-00572595-CU-NP-VTA* (10/18/23 final approval granted), *Owens v. Smith,*
13 *Gambrell & Russell Int'l, LLP*, Case No. 2:23-cv-01789-JAK-JDE (C.D. Cal.) (consumer class
14 action data breach case, pending); *In re UKG Cybersecurity Litigation*, Case No. 22-cv-00346-SI
15 (N.D. Cal.) (class action data breach, final approval granted 11/21/23); *Muller et al. v. PepsiCo,*
16 *Inc. et al.*, San Francisco Superior Court Case No. CGC-22-597909 and *Stevens v. PepsiCo, Inc.*
17 *et al.*, Case No. 22-cv-00802 (S.D.N.Y.) (employment class action cases stemming from UKG
18 cybersecurity incident, successfully settled); *In re Neutron Wage & Hour Cases*, JCCP Case no.
19 5044, San Francisco Superior Court Case No. 21-CJC-005044 (employment class action and
20 PAGA claims, successfully settled); *Shenkman v. Tesla, Inc.*, Alameda Superior Court Case No.
21 RG21102833 (certified class counsel in consumer class action case, pending) and *In re DirecTV*
22 *Wage and Hour Cases*, JCCP Case No. 4850 (Santa Clara Superior Court) (lead case No. 1-14-
CV-274709) (employment class action and PAGA claims, successfully settled).

23 11. Currently, my firm represents plaintiffs in dozens of pending class action lawsuits,
24 consisting of various consumer, employee, and civil rights litigation, including numerous actions
25 similar to the instant case.

26 12. My firm is competent and ready to move forward with resolution of this matter
27 and final performance of the proposed settlement. We have no conflicts of interest with the class,
28 nor any other conflicts of interest that would adversely affect our representation, and we are

1 willing and able to adequately represent the class.

2 13. My firm kept contemporaneous, daily time records which were recorded and
3 maintained in the ordinary course of business at my law firm. In the course of preparing that
4 figure in connection with Plaintiffs' motion for attorneys' fees, I reviewed all time and billing
5 records in this case. This included a review of these records for any instances of recorded time
6 that seemed, in my judgment, excessive or unnecessarily duplicative. Based on that review, I
7 adjusted the hours recorded as appropriate. I would estimate that I adjusted the overall hours
8 claimed downward by approximately 10%. Accordingly, the lodestar analysis of Plaintiff's
9 motion for attorneys' fees reflects a significant reduction from the total actual amount of time
10 actually incurred and to be incurred on this matter.

11 14. My firm undertook representation in this case on a contingency basis, and seeks a
12 total for all firms working on this case of attorneys' fees in the amount of \$312,500 and costs of
13 \$10,196.46, pursuant to both a percentage of the fund analysis and lodestar analysis pursuant to
14 California Civil Procedure Code § 1021.5 and the parties' settlement agreement.

15 15. The hourly rates of the professionals in my firm, including my own, reflect
16 experience and accomplishments in the area of class litigation. Both my partner and I currently
17 bill at the rate of \$925 per hour on matters of similar size and complexity. Due to all timekeepers
18 on this matter being partners, as well as to account for regional differences across the state, for
19 purposes of this motion, and is typical of our practice, our firm seeks blended rate for both Mr.
20 Korovilas and myself of \$800 per hour for all work performed in this matter. This blended rate
21 has been approved across California, for our firm and/or other firms we have jointly worked with
22 on consumer data breach class actions, including on cases in Orange County, the San Francisco
23 Bay Area, Ventura County, San Bernardino County, Riverside County and Stanislaus County,
24 which present a wide cross section of the state of California. We have both been repeatedly
25 approved at or near this blended rate in other class action cases for all work performed in a
26 particular case, with small recent market adjustments. *See In re UKG Cyber Security Incident*,
27 Case No. 22-cv-00346-SI (N.D. Cal.) (11/21/23 final approval order); *Gomez v. Door*
28 *Components, Inc.*, Case No. CIVSB2313668, (San Bernardino County Superior Court) (9/13/24
final approval order); *Contreras v. Robins & Morton Group*, Case No. 2023CUBT015539

1 (Ventura County Superior Court) (8/8/24 final approval order); *Rohrer v. Oak Valley Hospital*
2 District, Stanislaus County Superior Court Case No. CV-23-005612 (12/20/2024 final approval
3 order and judgment); *Martinez v. Valex Corp*, Ventura County Superior Court Case No. 56-2022-
4 00572595-CU-NP-VTA (10/18/23 final approval order); *Habelito v. Guthy-Renker LLC*, Case
5 No. BCC499558 (Los Angeles Superior Court) (5/16/2017 Order Granting Final Approval); *In re*
6 *DirectTV Wage and Hour Cases*, JCCP 4850, Lead Case No. 1-14-CV-274709 (Santa Clara
7 Superior Court) (8/19/2019). Similar and, indeed, higher rates have been accepted in numerous
8 other data breach class action cases in the nationwide market. *See, e.g., Fox v. Iowa Health Sys.*,
9 No. 3:18-CV-00327-JDP, 2021 WL 826741, at *6 (W.D. Wis. Mar. 4, 2021) (approving hourly
10 rates of \$815-\$865 per hour for partners); *Perdue v. Hy-Vee, Inc.*, No. 19-1330, 2021 WL
11 3081051, at *5 (C.D. Ill. July 21, 2021) (approving hourly rates of \$700-\$815 for partners); *In re*
12 *Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at
13 *39 (N.D. Ga. Mar. 17, 2020) (approving hourly rates of \$1050, \$1000, \$750, and \$935 for
14 partners); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-MD-02752-LHK, 2020
15 WL 4212811, at *26 (N.D. Cal. July 22, 2020) (approving hourly rates of \$900 for partners);
16 *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at *12 (E.D. Pa. Sept. 24,
17 2019) (approving hourly rates of \$975 for partners); *In re Anthem, Inc. Data Breach Litig.*, No.
18 15-MD-02617-LHK, 2018 WL 3960068, at *16 (N.D. Cal. Aug. 17, 2018) (approving hourly
19 rates of upwards of \$970 for partners).
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1 16. Below is a summary of the hours billed by each timekeeper of my firm (as reduced
2 based on my review), their positions, and hourly rates. I have detailed time billing records that I
3 can submit to the Court that were made on a daily and contemporaneous time recording basis.
4 These hours include 15 hours of time that we anticipate will be billed to complete our work on
5 this matter.

BILLER	POSITION	YEARS IN PRACTICE	HOURLY RATE	HOURS BILLED	LODESTAR
Jason Wucetich	Partner	22	\$800	134.6	\$107,680
Dimitrios Korovilas	Partner	18	\$800	68.8	\$55,040
TOTAL				203.4	\$162,720

13 17. I assert that the attorneys' fees sought by Wucetich & Korovilas LLP in the motion
14 for attorneys' fees are reasonable, and my firm seeks fair and reasonable compensation for
15 undertaking this case on a contingency basis and for assisting in obtaining the relief for Plaintiffs
16 and the Settlement Class.

17 18. In support of plaintiff's motion for attorneys' fees, I ran a report of all billable time
18 tracked on this matter together with all disbursements for the time period of April 1, 2024 through
19 approximately January 28, 2025. My firm's time records show that my partner and I have billed
20 approximately 203.4 hours to this matter, which includes 15 hours of final time we expect to
21 work on this case to bring it to final resolution. In addition, my firm has expended approximately
22 \$6,248 in costs associated with this case, which relate to filing fees for the complaint, service of
23 the complaint, messenger and service related costs for motions and filings, and mediation fees
24 with a private mediator, among other necessary expenses.

25 19. Plaintiff's work during that time has included Plaintiff pre-suit analysis and
26 investigation, the preparation of Plaintiff's complaint, conducting informal discovery, reviewing
27 information produced by Defendant, conducting significant and ongoing meet-and-confer
28

1 discussions, phone calls, and meetings with defense counsel, preparing for the parties' mediation
2 of this matter, including preparing a mediation brief, participating in a mediation before the
3 Honorable David E. Jones (Ret.), preparing the parties' Settlement Agreement and Amendment,
4 significant communications and correspondence with defense counsel regarding the Settlement
5 Agreement, and preparing Plaintiff's motion for preliminary approval for the Settlement
6 Agreement and all related papers, preparing final approval and fee application papers.

7 20. The 203.4 hours figure multiplied by the hourly rate of \$800 equates to a total of
8 \$162,720 in attorneys' fees incurred in this case for our firm. Co-counsel on this case, Srourian
9 Law Firm, has a total lodestar in this case of \$154,960 (193.7 hours times \$800 per hour) and
10 costs of \$3,948.46. In total, Class Counsel is requesting \$312,500 in attorneys' fees and
11 \$10,196.46 in costs. Plaintiffs are not asking for a multiplier, and are seeking less than their actual
12 combined lodestars of \$317,680.

13 21. Plaintiff also requests that an enhancement award of \$5,000 be award to each
14 Plaintiff. Both Plaintiffs have expended substantial time and effort to enforce the important
15 public policy of privacy and consumer protection by pursuing this action on behalf of the general
16 public and achieving the settlement now before the Court. Plaintiffs retained the law firms of
17 Wucetich & Korovilas LLP and Srourian Law Firm, PC to represent them and the Class in this
18 Action. They were both aware of the risks he faced if they lost, including potentially having to
19 pay Defendant's costs. Both Plaintiffs actively participated in the litigation by meeting with
20 counsel, discussing the results of the parties' investigations, and developments in the case. He
21 also assisted in the settlement negotiations and final decisions regarding settlement.

22 Executed this 29th day of January, 2025 at El Segundo, California.

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26 _____
27 Jason M. Wucetich
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