

GOLOMB SPIRT GRUNFELD, PC

By: Kenneth J. Grunfeld, Esq. (Atty. ID: 026091999)

Kevin W. Fay, Esq. (Atty. ID: 005692010)

1835 Market Street, Suite 2900

Philadelphia, PA 19103

(215) 985-9177

Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES AND LITIGATION
COSTS AND EXPENSES AND A
SERVICE AWARD**

THIS MATTER having been brought before the Court on Plaintiff's Motion for Application for Attorneys' Fees, Litigation Costs and Expenses and a Service Award; and the Court having considered all of the terms and conditions of the Settlement Agreement and all of the matters submitted at the Preliminary Approval hearing; and it appearing that notice substantially in the form approved by the Court was mailed to all Settlement Class Members who or which could be identified with reasonable effort; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees, litigation costs and expenses and a service award requested,

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement entered into between the Parties in or about February 2, 2023 and all terms not otherwise defined herein shall have the same meanings as set forth in the Settlement Agreement;

2. This Court has jurisdiction to enter this Order and over the subject matter of the Litigation and all Parties to the Litigation, including all Settlement Class Members;

3. Notice of Plaintiff's Motion for Application for Attorneys' Fees and Litigation Costs and Expenses and a Service Award was given to all Settlement Class Members who or which could be identified with reasonable effort. The form and method of notifying the Settlement Class Members of the motion for attorneys' fees and litigation expenses satisfied the requirements of New Jersey Court Rule 4:32, due process, and all other applicable laws and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Class Counsel is hereby awarded attorneys' fees and costs in the total amount of \$183,333.33, which represents one-third of the maximum total settlement compensation, which the Court finds to be fair and reasonable.

5. In approving this award of attorneys' fees and payment of expenses to Class Counsel, the Court has considered and found that:

A. Class Counsel conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;

B. The Litigation raised a number of complex issues;

C. Had Class Counsel not achieved the Settlement, there would remain significant risk that Plaintiff and the other Settlement Class Members may have recovered less or nothing from Defendant;

D. As of the date the Motion was filed, Plaintiff's Counsel devoted more than 321 hours to this matter, with a lodestar value of approximately \$174,415.00, to achieve the Settlement;

E. Class Counsel's out-of-pocket litigation expenses were \$4,153.42; and,

E. The amount of attorneys' fees and expenses awarded are fair and reasonable and consistent with awards in similar cases.

6. Plaintiff Victor Mateo is hereby awarded \$1,500.00 as a Service Award to be paid consistent with the Settlement Agreement.

7. Any appeal or any challenge affecting this Court's approval regarding attorneys' fees and expenses shall in no way disturb or affect the finality of the Judgment.

8. Exclusive jurisdiction is hereby retained over the Parties and the Settlement Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order.

SO ORDERED this _____ day of _____, 2023

The Honorable Robert M. Vinci, J.S.C.

Unopposed
 Opposed

GOLOMB SPIRT GRUNFELD, PC

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32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**NOTICE OF PLAINTIFF'S MOTION
FOR APPLICATION FOR ATTORNEYS'
FEES, LITIGATION COSTS AND
EXPENSES AND A SERVICE AWARD**

PLEASE TAKE NOTICE that on Thursday, July 13, 2023 at 10 o'clock a.m., or as the Court may otherwise direct, Plaintiff Victor Mateo, through Class Counsel Golomb Spirt Grunfeld, P.C., will move before the Superior Court of New Jersey, Law Division, in Bergen County, New Jersey (the Honorable Robert M. Vinci, J.S.C.), for entry of an Order awarding attorneys' fees, litigation expenses, and a service award. A proposed form of Order is attached.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Plaintiff will rely upon the certification of counsel, brief and exhibits attached hereto.

PLEASE TAKE FURTHER NOTICE that pursuant to R. 1:6-2(a), a copy of the proposed form of Order is attached hereto. This Motion shall be deemed uncontested unless response papers are timely filed and served, stating with particularity the basis of the opposition to the relief sought.

Dated: June 20, 2023

Respectfully submitted,



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Kevin W. Fay, Esq.
New Jersey Bar No. 005692010
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Attorneys for Plaintiff and the Class

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Attorneys for Plaintiff and the Class

<p>VICTOR MATEO, on behalf of himself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ.</p> <p style="text-align: right;">Defendant.</p>

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

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CIVIL ACTION

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B. The Litigation raised a number of complex issues;

C. Had Class Counsel not achieved the Settlement, there would remain significant risk that Plaintiff and the other Settlement Class Members may have recovered less or nothing from Defendant;

D. As of the date the Motion was filed, Plaintiff's Counsel devoted more than 321 hours to this matter, with a lodestar value of approximately \$174,415.00, to achieve the Settlement;

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E. The amount of attorneys' fees and expenses awarded are fair and reasonable and consistent with awards in similar cases.

6. Plaintiff Victor Mateo is hereby awarded \$1,500.00 as a Service Award to be paid consistent with the Settlement Agreement.

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8. Exclusive jurisdiction is hereby retained over the Parties and the Settlement Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order.

SO ORDERED this _____ day of _____, 2023

The Honorable Robert M. Vinci, J.S.C.

Unopposed

Opposed

GOLOMB SPIRT GRUNFELD, PC

By: Kenneth J. Grunfeld, Esq. (Atty. ID: 026091999)

Kevin W. Fay, Esq. (Atty. ID: 005692010)

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Attorneys for Plaintiff and the Class

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**Certification in Support of Motion for
Application for Attorneys’ Fees and
Litigation Costs and Expenses and a
Service Award**

I, Kenneth J. Grunfeld, do hereby certify that:

1. I am a partner with the law firm Golomb Spirt Grunfeld, P.C. (GSG), counsel of record for the named Representative Plaintiff and the conditionally certified Settlement Class in the above captioned data breach class action against Defendant Service Employees International Union, Local 32BJ (“Defendant”).

2. I submit this declaration in Support of Plaintiff’s unopposed Motion for Application for Attorneys’ Fees and Litigation Costs and Expenses and a Service Award.

3. The statements herein are to the best of our personal knowledge, information, and belief, and are based on GSG’s books and records and information from their attorneys and staff.

4. We served as Class Counsel for Plaintiff and oversaw the prosecution of the entire action. Settlement Class Counsel undertook this action on a contingent fee basis, meaning that to date we have received no payment for our services. We also advanced all litigation expenses, and

to date have not received reimbursement for these from any source. Further, our agreements with our clients provided that we would not charge them for fees or expenses in the event of an unsuccessful outcome. Settlement Class Counsel carefully tracks all time spent and expenses incurred in this matter. These records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment or to conform to my firm's practice. As a result of this review and related reductions, the time reflected in Settlement Class Counsel's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the action and resolve the Settlement before the Court.

5. This matter is a putative class action arising from a data breach Incident whereby an unauthorized third-party gained access to SEIU's data environment between October 21, 2021 and November 1, 2021, resulting in potential exfiltration of consumers' personal identifying information ("PII") (the "Data Incident"). The Data Incident impacted approximately 230,000 individuals.

6. Prior to commencing this action, Settlement Class Counsel spent many hours investigating the claims against SEIU. Settlement Class Counsel's factual and legal investigation included gathering information about the types of information compromised in the Data Incident, as well as a review of existing legal authority regarding potential legal claims.

7. On July 28, 2022, Plaintiff filed a Class Action Complaint in the Superior Court of New Jersey, Bergen County Law Division against SEIU 32BJ, asserting claims for negligence,

negligence per se, violation of the New Jersey Consumer Fraud Act, declaratory judgment, and equitable relief.

8. Both before and after the filing of the Class Action Complaint, the Parties exchanged numerous letters and communications regarding demands for corrective action arising from the Data Incident, as well as possible options for resolving the dispute.

9. On October 25, 2022, the Parties engaged in a full day-long mediation session overseen by Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC. The mediation session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed settlement, which if approved by the Court, will resolve all claims in the litigation.

10. Following the successful mediation with Judge Dickson, the Parties then worked towards drafting and finalizing the Settlement Agreement. They further agreed that Kroll Settlement Administration LLC (Kroll) would serve as the Claims Administrator. The parties continued drafting and finalizing the Settlement Agreement and proposed exhibits, reaching a final set of documents on or around February 2, 2023, and the Settlement Agreement was subsequently fully executed by all Parties.

11. Settlement Class Counsel thereafter drafted and filed the unopposed Motion for Preliminary Approval, which the Court granted on March 8, 2023.

12. Since the Court granted Preliminary Approval, Settlement Class Counsel has worked with Kroll to implement the notice program and has been fielding inquiries from Settlement Class Members who are interested in learning more about the Settlement. Settlement Class Counsel anticipates spending a significant amount of time in the coming weeks drafting and filing the Motion for Final Approval; responding to and compiling objections and opt-outs (if any);

preparing for and attending the Final Approval Hearing; as well as handling all post-settlement work and claim administration and distribution.

13. To date, the Settlement Administrator has received no objections and only 13 exclusion requests.

14. Set forth below in ¶ 15 are summaries reflecting the amount of time (after any applicable reductions) Settlement Class Counsel, including their firms' attorneys and professional staff worked on the action from the inception of the case in early 2022 through today's date, and the corresponding lodestar value of that work. The schedules in ¶ 15 were prepared based upon daily time records maintained by Settlement Class Counsel in the ordinary course of business, and the lodestar calculations are based on the firms' current hourly billing rates.

15. The services Settlement Class Counsel performed on behalf of the Settlement Class include, but are not limited to the following: consulting with the representative Plaintiff; investigating the claims and drafting and editing the initial class action complaint; reviewing and analyzing information produced by SEIU and third parties to prepare for mediation; drafting and serving mediation submissions on behalf of Plaintiff; participating in a mediation session before the Honorable Joseph A. Dickson, U.S. Magistrate Judge (ret.); negotiating, drafting, and finalizing the proposed class action settlement agreement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator to implement the Notice program; drafting and filing the Motion for Preliminary Approval; and responding to Settlement Class Member inquiries about the Settlement.

16. The total time for which GSG is requesting an award of legal fees is 321 hours, the total lodestar value of these professional services is \$174,415.00. The hourly rates for attorneys' working on the Litigation ranged from \$450 to \$750 and the paralegal hourly rate is \$125.

17. GSG lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items are for out-of-pocket costs only and do not contain any general overhead costs, nor do they contain a surcharge over the amount paid by GSG.

18. GSG incurred \$4,153.42 in expenses that were reasonably necessary to the prosecution of this litigation. GSG's expenses for which it seeks reimbursement consists primarily of mediation fees, and also includes filing fees, online research fees, and minimal travel expenses.

19. The expenses for which GSG seeks reimbursement are a reasonable amount and were necessary for the effective and efficient prosecution of this action. The expenses submitted are of a type normally charged to and paid by fee-paying clients.

20. The above hourly rates for GSG's attorneys and professional support staff are the firm's current hourly rates or the firm's equivalent rate for the biller as of their last date of employment. The hourly rates for attorneys and professional support staff at GSG are the same as the regular rates charged for their services in hourly and contingent fee matters. All time spent preparing the Motion for Fees, has been excluded from the above values.

21. Based on the ratio of the lodestar and expenses to the \$183,333.33 combined fee and expense, Settlement Class Counsel's fee request amounts to approximately 1.02% of their total lodestar to date.

22. The representative Plaintiff performed valuable services for members of the Settlement Class by bringing his claims to Settlement Class Counsel for investigation, agreeing to serve as the Representative Plaintiff, reviewing the Complaint, remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation, reviewing the progress of the litigation and approving the settlement on behalf of the Class.

23. Settlement Class Counsel have significant experience in consumer class-action litigation, including data breach class actions such as this one. Co-lead counsel Kenneth J. Grunfeld has significant complex litigation and data breach experience, and in recent years has obtained leadership positions in numerous large class action cases, including: *Opris et al v. Sincera Reproductive Medicine*, N. 2:21-cv-03072 (E.D. Pa.) (data breach co-lead); *Katz et al. v. Einstein Healthcare Network*, No. 02045 (Phila C.P.) (data breach co-lead); *Checchia v. Bank of America, N.A.*, No. 2:21-cv-3585 (E.D. Pa.) (local counsel); *Stephen Giercyk v. National Union Fire Insurance Company of Pittsburgh, et al.*, No. 2:13-cv-06272 (D.N.J.) (co-lead); *Rose v. Travelers et al.*, No. 19-977 (E.D. PA) (Lead Counsel); *Aughtman v. Yes To Inc. et al*, No. 2:20-cv-01233-VAP-JPR (C.D. CA) (co-lead); *Thompson et al. v. 1-800 Contacts, Inc. et al*, No. 2:16-cv-01183 (D. Utah) (plaintiff's steering committee).

24. As demonstrated by GSG's Firm Resume attached as Exhibit A hereto, Settlement Class Counsel have extensive experience in class action litigation, including data breach litigation.

Dated: June 20, 2023

Respectfully submitted,



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 New Jersey Bar No. 026091999
 Kevin W. Fay, Esq.
 New Jersey Bar No. 005692010
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Attorneys for Plaintiff

EXHIBIT A

1835 MARKET STREET
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PHILADELPHIA, PA 19103
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GOLOMB · SPIRT · GRUNFELD

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ABOUT OUR FIRM

Golomb Spirt Grunfeld, P.C. is a boutique firm located in the heart of Center City, Philadelphia.

PRACTICE AREAS

Our law firm is nationally recognized as having the intellect, persistence, experience and resources to succeed in the most challenging cases.

We serve clients nationwide in various practice areas that include:

- Class Action
- Commercial/Consumer Litigation
- Toxic, Environmental and Pharmaceutical Litigation
- Mass Tort Litigation
- Personal Injury
- Medical Malpractice

SUCCESS IN THE MOST DIFFICULT CASES

For Over 25 years, Golomb Spirt Grunfeld has established an unmatched reputation for successfully representing those victimized by chemical and other environmental exposures, insurance or corporate wrongdoing, complex consumer class actions and commercial transactions, medical malpractice and significant highway and construction accidents. Many of our greatest successes have come from cases that other firms declined to handle because of the complexity or expense. With experience ranging from challenging environmental cases involving chemicals and other toxins, to the most difficult class action and medical cases, our team has the intellect, persistence, experience, and resources to produce unmatched results.

Other lawyers turn to Golomb Spirt Grunfeld with their most important cases. Referrals are a pillar of our practice. Leading attorneys across the nation refer their complex class actions and toxic exposure cases to us – and governmental agencies hire us to represent them against corporate wrongdoers in consumer and environmental matters.

A FOCUSED TEAM

At Golomb Spirt Grunfeld we take a hands-on approach. Every representation undertaken by the firm receives the highest degree of attention, resources, and skill. Our boutique size means that we are selective in what we accept and that every client receives the personalized attention of a senior partner.

The lawyers at Golomb Spirt Grunfeld are very active in professional and charitable organizations; our partners have earned leadership positions in regional and national trial bars and professional associations. We regularly instruct other professionals through continuing legal education and undertake pro bono work ranging from the representation of 9/11 victims to assisting local underprivileged clients through Volunteers for the Indigent Program.

PARTNER PROFILES

RICHARD M. GOLOMB

Mr. Golomb is managing shareholder and a founding partner of Golomb Spirt Grunfeld, P.C. He has more than thirty-five years of experience representing those who have been catastrophically injured as a result of medical negligence, defective products, dangerous drugs, construction accidents and other personal injury claims. He also represents victims of consumer, banking and mortgage fraud in class actions. For the past 25 years he has represented victims of environmental exposures and wronged consumers in class action litigation. Early in his career, Mr. Golomb was an associate, and then shareholder, with a Philadelphia catastrophic injury firm for eleven years before striking out on his own in 1996. Mr. Golomb has served as lead or co-counsel in more than 1,100 cases which resulted in million and multi-million dollar verdicts and settlements for clients in individual and class action claims.

Mr. Golomb has served in leadership in more than a dozen multi-district litigations in pharmaceutical, consumer class actions and anti-trust matters. As examples, Mr. Golomb has served on the Bank Overdraft MDL executive committee which, to date, has recovered more than \$1.3 billion dollars for consumers charged excessive overdraft fees through the re-sequencing of their transactions and as liaison counsel in the Benicar MDL which settled for \$358 million. He has also served as co-lead in a number of class actions against most of the major national banks for the deceptive sales and marketing of their payment protection products. To date, through these class actions and representation of various states through their Attorneys General, banks and credit card companies have been made to pay over \$200 million. Additionally, Mr. Golomb currently serves in leadership positions in a number of MDL's and coordinated matters representing individuals in pharmaceutical mass tort cases, and represents more than 300 women who have been diagnosed with ovarian cancer as a result of their perineal use of talcum powder and serves as co-lead counsel in the New Jersey MCL as well as member of the Executive Committee in the MDL litigation.

An active member of the bar, Mr. Golomb has served as president of the Philadelphia Trial Lawyers Association and as an elected member of the executive board of the Philadelphia Bar Association. He also served as an officer of the American Association for Justice for three years. As a governor for the American Association for Justice, Mr. Golomb was twice recognized with the Distinguished Service Award and is a three-time recipient of the Weidemann-Wysocki Association's Medal of Honor. He was also awarded the Citation of Excellence by the American Association for Justice for his pro bono service in representing families victimized by the events of Sept. 11, 2001 and was a finalist in AAJ's Trial Lawyer of the Year.

Mr. Golomb was honored by the Pennsylvania Association for Justice with the Distinguished Service Award in 2010 for a career advocating for the rights of innocent victims and the lawyers who represent them. He has also served as a trustee of the Civil Justice Foundation, a fellow of the Roscoe Pound institute, as the American Association for Justice's delegate to the Civil Justice Roundtable.

Additionally, Mr. Golomb served as an elected member of the Board of Governors of the Philadelphia Bar Association and as the chairman of that body's state Civil Committee. He served two terms as a hearing officer for the Pennsylvania Supreme Court Disciplinary Board and was a member of the Judicial Selection and Retention Committee for five years.

Mr. Golomb is a frequent lecturer and author who addresses trial advocacy subjects for the plaintiffs' and defense bar in areas such as expert witness preparation, evidence, cross-examination and ethics.

Mr. Golomb is a fellow, member or is listed in the following:

- International Academy of Trial Lawyers
- International Society of Barristers
- Academy of Trial Advocacy
- American Association of Justice Leaders Forum
- Best Lawyers in America
- Super Lawyers, Philadelphia Top 100

KENNETH J. GRUNFELD

Ken joined the firm in January 2010 after many years defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working at one of Philadelphia's largest and most prestigious defense firms. As a result he brings with him a unique perspective and a wealth of trial and appellate work experience in both state and federal courts. In January 2012, Mr. Grunfeld became a partner.

Today his practice focuses on representing consumers and payors in class actions against pharmaceutical manufacturers, financial institutions like banks, credits card companies and insurers, consumer electronics companies and other national corporate defendants. He also represents injured people, shareholders, State Attorneys General and the U.S. Attorney General's Office. He has been named by Super Lawyers as a Pennsylvania Rising Star and as a Super Lawyer numerous times throughout his career and was a named as a Finalist for American Association for Justice's prestigious Trial Lawyer of the Year Award in 2012. He is a Board Member of the Class Action Law Group of AAJ and serves as a hearing officer for the Pennsylvania Supreme Court Disciplinary Board.

Mr. Grunfeld graduated from The University of Michigan and received his law degree with honors from the Villanova University Law School Order of the Coif and as a member of the Villanova Law Review. He is licensed to practice in Pennsylvania, New Jersey and Michigan and has been admitted to practice *pro hac vice* in dozens of other jurisdictions.

ANDREW R. SPIRT

Andrew R. Spirt joined the firm in 2005 and has handled a wide variety of personal injury and civil matters during his tenure. In January 2013, Mr. Spirt became a partner of the firm.

Through more than 20 years of practice, Mr. Spirt has successfully secured substantial settlements and jury verdicts in Pennsylvania and New Jersey in cases involving medical negligence, motor vehicle accidents and premises liability. Prior to joining the firm, he practiced for many years in the Philadelphia area where he handled catastrophic personal injury litigation, as well as a wide variety of complex commercial litigation cases.

Mr. Spirt graduated from American University in 1990 and Texas Wesleyan School of Law in 1994. He is licensed to practice in PA and NJ and, is a member of the Philadelphia Trial Lawyers Association.

ASSOCIATE PROFILES

KEVIN FAY

Kevin Fay is an attorney with Golomb Spirt Grunfeld. Mr. Fay returned to the firm in October 2021 after several years defending insurance companies and other corporate clients as a partner handling complex litigation matters for one of Philadelphia's leading defense firms. Prior to beginning his litigation career, Mr. Fay practiced corporate transaction law as well as business and family immigration law. He represented a range of foreign and domestic clients that did business in a wide variety of industries. Mr. Fay's career trajectory thus gives him a broad perspective when he investigates cases on behalf of victims who have been injured by corporate negligence and wrongdoing.

Mr. Fay has extensive experience in pre-trial, trial, and appellate work in both state and federal courts involving a wide variety of subject areas, including class actions, catastrophic injuries, breach of contract, consumer protection, and medical malpractice matters. He has represented clients in a diversity of cases involving defective products, dangerous drugs, food poisoning, car accidents, banking fraud, credit card fraud, racketeering, trademark infringement and medical monitoring, to name a few. Mr. Fay is a born problem-solver who carefully analyzes the specific issues while also mastering the whole problem, so that his work is firmly grounded in context and precedent. A former valedictorian, Mr. Fay graduated summa cum laude from New England Law – Boston in 2007 and he received his undergraduate degree from Boston College in 2000. He is admitted to practice in Pennsylvania, New Jersey, and Massachusetts and has been admitted *pro hac vice* in numerous other jurisdictions.

SUPPORT STAFF

While our clients always get hands-on attention from our attorneys. At Golomb Spirt Grunfeld, we understand that it takes a motivated and cohesive team to manage complex cases. Our support staff is comprised of law clerks, paralegals and secretaries that have more than 20 years of legal experience specializing in the areas of class action, mass tort, personal injury and medical malpractice litigation

CASE HIGHLIGHTS

Golomb Spirt Grunfeld has a well-earned reputation for litigating some of the most complex mass tort, class action and individual cases in the United States.

CLASS ACTION & ATTORNEY GENERAL EXPERIENCE

CREDIT CARD PAYMENT PROTECTION

Golomb Spirt Grunfeld led a collaboration of firms bringing dozens of class action complaints filed in federal courts across the country against credit card companies regarding “Payment Protection Plans”, an add-on product of virtually no value wrongfully marketed and sold to unsuspecting credit card holders. Golomb Spirt Grunfeld also served as Deputy Attorney General to a number of state’s Attorneys General bringing actions on behalf of their citizens against credit card companies regarding Payment Protection and other protection-type products. Nationwide settlements have been reached in actions arising out of their deceptive conduct in the marketing and sales practices, which have resulted in over \$200 million in settlements for class members and States combined.

REWARD POINTS CLASS ACTION

Golomb Spirt Grunfeld has successfully settled a nationwide class action against a major credit card issuing bank regarding its wrongful practice of closing customers’ accounts and taking their earned rewards points without providing any compensation for those points. Credit card companies that advertise reward points as assets having real value that do not expire cannot claim that those reward points have been “forfeited” after the company decides to terminate a customers’ account for any reason, or for no reason at all. Lawyers at Golomb Spirt Grunfeld were able to negotiate a class-wide settlement such that these customers would be compensated for the reward points taken from them.

INMATE DEBIT CARD CLASS ACTION

Golomb Spirt Grunfeld represents multiple classes of federal inmate releasees against leading banks that issue debit cards on which the releasees were forced to receive their funds upon release. The debit cards were subject to a variety of inadequately disclosed or excessive fees, which cost releasees hundreds of thousands of dollars simply to access their own money. Golomb Spirt Grunfeld successfully negotiated class-wide settlements on behalf of all releasees that resulted in complete refunds of all fees that had been unfairly levied from releasees’ debit card accounts in the United States.

ANGIE’S LIST CLASS ACTION

Golomb Spirt Grunfeld successfully settled a nationwide class action on behalf of consumers who were paying members of Angie’s List, a company that permits members to read and publish online reviews and ratings of local businesses and contractors. Angie’s List claimed that “businesses don’t pay” to be on Angie’s List, without adequately disclosing that businesses pay substantial sums which could affect search results. Golomb Spirt Grunfeld negotiated a nationwide settlement that resulted in monetary relief, free membership benefits, and disclosure changes.

DISABILITY INSURANCE CLASS ACTION

Golomb Spirt Grunfeld brought a number of class action complaints filed in over a dozen federal courts across the country against a collection of insurers, brokers and underwriters that offered a group disability accident insurance product that virtually never paid benefits. Plaintiffs' alleged that the product was "jackpot" insurance framed as legitimate disability insurance that never was, and never could have been, approved by various states' Departments of Insurance, because the defendants were selling the product to an illegally formed group that they themselves created. After years of hard fought litigation, Golomb Spirt Grunfeld, the Defendants agreed to pay \$15 Million to settle the matter.

BANK OVERDRAFT LITIGATION

Golomb Spirt Grunfeld has brought a number of class action complaints filed in state and federal courts against state and national banks that have wrongfully employed unfair and illegal business practices in charging overdraft fees to dramatically increase the likelihood customers using debit, ATM, or check cards will overdraw their accounts and be assessed fees. We are also proud to serve on the Plaintiffs' Executive Committee in *In Re: Checking Account Overdraft Litigation, MDL No. 2036*, a coordinated, nationwide effort to bring to these banks to justice on behalf of millions of Americans that have paid billions of dollars in overdraft fees to banks. In the first overdraft case litigated, a judge ordered Wells Fargo to pay over \$200 million to a class of injured California bank customers. Bank of America alone has agreed to settle with a nationwide class of plaintiffs for \$410 million, and the total recovery for consumers in the MDL is now over \$1 billion.

FEDERAL EXPRESS CLASS ACTION

Golomb Spirt Grunfeld sued Federal Express in the United States District Court for the Middle District of Florida on behalf of over 200 truckers over wrongfully-terminated hauling contracts. Despite an express clause in the contracts, Federal Express failed to provide the truckers with proper notice of termination.

TAX PREPARATION LITIGATION

Golomb Spirt Grunfeld has brought multiple class action cases against national tax preparation companies regarding their marketing and selling of various illegal products. Often these products are sold in direct violation of a number of states' laws specifically enacted to regulate this type of practice and to protect the rights of taxpayers. These cases resulted in a favorable nationwide settlement on behalf of the Class.

TAKATA AIRBAG RECALL

Golomb Spirt Grunfeld is part of a nationwide team that has successfully settled cases involving the largest automotive recall in history in class actions involving defective Takata airbags found in millions of vehicles manufactured by Honda, BMW, Chrysler, Daimler Trucks, Ford, General Motors, Mazda, Mitsubishi, Nissan, Subaru, and Toyota. Lawyers at Golomb Spirt Grunfeld represented car owners that have been compensated as a result of the defective Takata airbags found in their vehicles.

PROPERTY AND LIFE INSURANCE FRAUD

Golomb Spirt Grunfeld have brought class actions against property and life insurance companies nationwide regarding premium increases and failure to provide coverage under clear policy terms. As a result of our efforts, tens of thousands of insureds have recovered money for damages they have suffered at the hands of their own insurance carriers.

EMPLOYMENT LAW

We handle employment cases on a class-wide basis. Situations that may be addressed in this area include minimum wage and overtime pay, unfair labor practices, all types of discrimination, employee benefits, and whistleblower claims. We also handle cases involving the violation of the Fair Labor Standards Act (FLSA). FLSA cases are brought on behalf of clients whose job title is misclassified by their employers so that employees are not compensated for overtime worked.

SALES TAX OVERCHARGE

Merchants are under strict duties to correctly charge sales tax to their customers. Golomb Spirt Grunfeld has successfully litigated class actions against retail merchants for charging too much sales tax on coupon or discounted items. These cases are evident on the customers' receipts. Merchants may be liable to customers for hundreds of thousands of dollars of overcharged sales tax regardless of whether the money is remitted to appropriate taxing authorities.

DATA BREACH AND PRIVACY CASES

Data breach lawsuits are highly public and result in significant losses to individuals. Lawyers at Golomb Spirt Grunfeld have extensive experience working on privacy and data breach cases on behalf of various plaintiff classes. The firm has served as lead class counsel on behalf of customers whose personally identifiable information has been stolen as well as on behalf of financial institutions that suffered losses as a result of merchants' failures to adequately safeguard customers' information. The firm has also brought actions against technology companies for violating federal and state laws prohibiting wiretapping.

TCPA JUNK FAX CASES

Our firm has experience helping clients defend themselves against junk faxers. In seeking to put an end to spammers disrupting the lives of individuals and small businesses, we aggressively litigate in the field of Telephone Consumer Protection Act (TCPA) law. We also bring cases involving robocalls and spam texts.

MERCHANT PAYMENT PROCESSING

Golomb Spirt Grunfeld have brought class actions against companies that offer payment processing services to small and mid-sized businesses. These companies provide hardware and software that allows small and mid-sized businesses to accept payment cards from customers. Payment processors, equipment leasers and independent sales organizations (ISOs) employ aggressive, misleading and often illegal sales techniques to convince businesses to process payment card transactions on their network.

PREDATORY OR ILLEGAL LENDING PRACTICES

Predatory lending is the practice of convincing borrowers to agree to unfair and abusive loan terms. These can include arranging for loans with very high interest rates or other loan costs, inflated appraisal values and loan amounts, hidden charges and fees, and other unfair or deceptive terms or conditions that result in the consumer paying too much for a loan, losing equity in the property, or losing the property itself. Golomb Spirt Grunfeld have successfully litigated class actions against lenders that engage in various illegal schemes.

ANTITRUST / UNFAIR COMPETITION

We handle claims involving violations of federal and state antitrust/competition laws. We are currently involved in cases alleging a wide array of anticompetitive conduct, including illegal tying, exclusive dealing, monopolization, and price fixing.

PRESQUE ISLE COLON AND RECTAL SURGERY V. HIGHMARK HEALTH

Golomb Spirt Grunfeld served as lead counsel for a class of independent healthcare providers and practices who were unfairly subjected to predatory, anticompetitive reimbursements from and other conduct by Highmark Health, the largest health insurer in Western Pennsylvania. After two years of extensive briefing and litigation, Golomb Spirt Grunfeld successfully negotiated a class-wide settlement for monetary and non-monetary relief.

MISLABELING / FALSE ADVERTISING

The Lanham Act permits businesses to sue other businesses that engage in false advertising and other forms of unfair competition. Golomb Spirt Grunfeld represented a spring water extractor in a federal lawsuit against his direct and indirect competitors who are alleged to mislabel and pass-off well water as true spring water.

RETAIL ADVERTISING/PRICING

Brick-and-mortar as well as internet retailers sometimes entice consumers with advertisements or pricing offers, but then do not honor those ads or offers later. Golomb Spirt Grunfeld has successfully represented many individual consumers in class action lawsuits against large, national retailers for unfair and deceptive advertising and pricing.

1-800 CONTACTS

A government investigation revealed that 1-800 Contacts, the nation's leading supplier of contact lenses, wrongfully suppressed competition by forcing competitors to restrict their online advertising so that consumers were more likely to go on to 1-800 Contacts' webpage to buy contact lenses than competitors' webpages. A series of nationwide class actions challenge this conduct under the federal antitrust laws, and analogous state laws. Golomb Spirt Grunfeld serves on the Plaintiffs' Steering Committee in this multi-lawsuit action consolidated in the United States District Court for the District of Utah.

ENERGY SUPPLY LITIGATION

Golomb Spirt Grunfeld has successfully brought multiple class action cases against electricity or natural gas suppliers who engage in fraudulent advertising, pricing, and other practices that unfairly increase customers' energy bills or fees.

**STERLING FINANCIAL CORPORATION SECURITIES
CLASS ACTION**

Golomb Spirt Grunfeld facilitated settlement of a multimillion dollar matter on behalf of thousands of investors who were injured as a result of alleged violations of federal law. The United States District Court for the Eastern District of Pennsylvania created a \$10.25 million settlement fund for the benefit of those investors who acquired stock at allegedly inflated prices. It was estimated that \$13.5 million shares were damaged as a result of fraud.

RICO CLASS ACTIONS – NATIONAL VOCATIONAL TRAINING SCHOOL

Golomb Spirt Grunfeld represented current and former students who sued a national vocational school, alleging that they had been fraudulently misled as to the education they would receive. Golomb Spirt Grunfeld served as co-lead counsel in this groundbreaking consumer class action in which plaintiffs and absent national class members sought education from a publicly traded corporation in the field of diagnostic medical sonography. Golomb Spirt Grunfeld succeeded in demonstrating the chain of schools fraudulently misrepresented the nature of the ultrasound program and otherwise failed to provide the education represented. Students received federally guaranteed student loans but were largely unable to obtain promised jobs in their area of study. The school had no meaningful admissions criteria and often hired unqualified administrative and educational personnel. Field placements did not materialize, and students were unprepared to take qualifying exams. Students were stuck with loan repayments for which they received little or nothing in return. In approving certification of the class, and later the class settlement, the United States District Court said of counsel representing plaintiffs that “[t]he skill of each of these attorneys is reflected both in settlement and in the aggressive manner in which they pursued this litigation from start to finish.” *Cullen*, 197 F.R.D. at 149. The Court noted in conclusion, “the highly skilled class counsel provided excellent representation both for named plaintiffs and absent class members.” *Id.* The class settlement of \$7.3 million was the largest common fund of its kind.

PHARMACEUTICAL EXPERIENCE

Golomb Spirt Grunfeld serves in leadership positions in several Multidistrict Litigation (MDL) cases and is instrumental in coordinating matters while representing individuals in pharmaceutical cases. Our

Pharmaceutical Litigation experience includes:

TALCUM-BASED PRODUCTS MASS TORT LITIGATION

Golomb Spirt Grunfeld represents women across the country who have been diagnosed with ovarian cancer caused by their long-term use of talcum powder for feminine hygiene. Since the 1980's, studies have showed a positive relationship between talcum powder and ovarian cancer. Evidence presented in court has shown that the maker of popular talc-based powders knew of the risk of ovarian cancer, but failed to warn women using these products. Golomb Spirt Grunfeld is at the forefront of this important litigation and has been appointed to the Plaintiffs' Executive Committee in this multidistrict litigation pending the United States District Court of New Jersey and serves as co-lead counsel in the State Court litigation pending in New Jersey.

BENICAR LITIGATION

Golomb Spirt Grunfeld currently represents individuals who suffered severe gastrointestinal problems, including chronic diarrhea, nausea, significant weight loss and a rare condition called Sprue-Like Enteropathy, from their use of Benicar, a blood pressure medication. Plaintiffs have alleged that the manufacturer knew or should have known of the risk of gastrointestinal problems, but the company failed to warn patients of the risks. In this multidistrict litigation, which is currently pending in the United States District Court for the District of New Jersey, Mr. Golomb was appointed by the Court as Liaison Counsel and is an Executive Committee member for the Plaintiffs.

MENINGITIS MASS TORT LITIGATION

In October 2012, a wide-spread outbreak of fungal meningitis made national headlines. The meningitis outbreak was traced to several lots of contaminated steroid injections produced at an unsterile compounding pharmacy in Framingham, Massachusetts. As a result, more than 70 people died and more than 700 individuals were diagnosed with fungal meningitis. Golomb Spirt Grunfeld took an active role in the litigation against the New England Compounding Center and other related entities. Mr. Golomb was appointed as Chair of the New Jersey Litigation by the Plaintiffs' Executive Committee. In addition, the firm served as co-chair of the American Association of Justice's Fungal Meningitis Litigation Group, which coordinates the efforts of lawyers handling these complex cases. In May 2015, a \$200 million settlement plan was approved that set aside funds for victims of the outbreak and their families.

TESTOSTERONE REPLACEMENT THERAPY (LOW T) LITIGATION

Golomb Spirt Grunfeld represents men from over a dozen different states who suffered a cardiac event while taking a testosterone replacement drug. These drugs were falsely billed as a panacea for "Low T," a fictitious disease state concocted by the drug manufacturers. Each defendant manufacturer in this multidistrict litigation in the United States District Court for the Northern District of Illinois recently settled on a nationwide basis.

GRANUFLO MASS TORT LITIGATION

Golomb Spirt Grunfeld represented families throughout the United States whose loved ones suffered catastrophic heart injuries during or soon after receiving dialysis. Dialysis patients who were administered Granuflo and/or Naturalyte (dialysate solution used to filter toxins from the blood), manufactured by Fresenius Medical Care, faced a serious risk of sudden cardiac arrest due to Fresenius' failure to provide adequate warnings with their products. Golomb Spirt Grunfeld served on the Plaintiffs' Steering Committee in the MDL. Recently, Fresenius entered into a \$250 million settlement to resolve the litigation.

ADDERALL CLASS ACTION

Golomb Spirt Grunfeld served as co-lead counsel on behalf of classes of indirect-purchaser consumers who were overcharged for Adderall XR®, a prescription ADHD medication. The manufacturer of Adderall XR® entered into multiple anticompetitive agreements to delay entry of generic versions of its drug, which resulted in consumers paying higher prices for the branded medication than they would have paid had a generic version been available in the market. Multiple cases were filed across the country, and after years of hard-fought litigation, the matter was settled on a global, nationwide basis for \$14.75 million.

BUDEPRION XL MARKETING & SALES PRACTICE LITIGATION

Golomb Spirt Grunfeld brought a number of class action complaints filed in federal courts against the manufacturer and distributor of a generic version of a popular antidepressant medication under the Consumer Protection Laws of California and other states. We also serve as liaison counsel in an MDL proceeding in the United States District Court for the Eastern District of Pennsylvania. After United States District Judge Berle Schiller denied defendants' Motion to Dismiss based on the preemption defense and after plaintiffs fully briefed class certification, the parties reached a favorable settlement on behalf of the proposed class.

VALSARTAN LITIGATION

In the summer of 2018, the FDA announced the first of a series of recalls for valsartan, a common generic drug used to treat high blood pressure. The FDA's investigation has revealed valsartan manufactured by multiple companies was contaminated with one or more nitrosamines, which are established carcinogens. Evidence suggests this nitrosamine contamination may be linked to liver, stomach, colon, and other cancers. Our firm has been appointed by the Court to leadership positions in this multidistrict litigation pending in the United States District Court of New Jersey.

INTUNIV ANTITRUST LITIGATION

Our firm serves as co-counsel on behalf of consumers nationwide who were overcharged for Intuniv®, a medication prescribed to minors to treat attention deficit hyperactivity disorder (ADHD). The manufacturer of Intuniv® unfairly delayed entry of cheaper generic versions of the drug by entering into an anticompetitive agreement with the lead generic manufacturer. As a result, consumers paid far more for Intuniv® than they would have had a generic version been available earlier.

ENVIRONMENTAL & TOXIC EXPOSURE LITIGATION

From its inception, Golomb Spirt Grunfeld has represented a broad range of individuals, and classes of individuals and communities, in environmental and toxic exposure cases:

BERYLLIUM

Golomb Spirt Grunfeld has been a national leader in representing hundreds of individuals and communities exposed environmentally and occupationally to the toxin beryllium. Respiratory exposure causes an incurable granulomatous disease of the lung and produces disability and death. From out plant environmental exposures, to individual machinists grinding metallic and ceramic forms of the toxin, Golomb Spirt Grunfeld has successfully represented victims in Pennsylvania, New Jersey, Maryland, Georgia, Florida and Mississippi.

SULFUR DIOXIDE/TRIOXIDE

Individual and class action litigation in the state courts of Pennsylvania, as well as Federal Bankruptcy Court, on behalf of oil refinery workers exposed to SO₂/3 with chronic Reactive Airways Disease.

DRINKING WATER

MTBE/Storage Tank & Spill Prevention Act litigation in the United States District Court for the Eastern District of Pennsylvania on behalf of a community of landowners suffering well water contamination.

LEAD PAINT

Golomb Spirt Grunfeld has represented dozens of lead poisoned children in Philadelphia as the result of lead-based paint in substandard housing. In addition, Golomb Spirt Grunfeld served on the Plaintiffs' Executive Committee of the Mattel Lead Paint Class Action which resulted in an approved class settlement exceeding 50 million dollars.

ADDITIONALLY, GOLOMB SPIRT GRUNFELD HAS RECEIVED MORE THAN 100 VERDICTS OR SETTLEMENTS IN EXCESS OF \$1 MILLION FOR OUR CLIENTS IN INDIVIDUAL CASES

GOLOMB SPIRT GRUNFELD, PC

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Attorneys for Plaintiff and the Class

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR
APPLICATION FOR ATTORNEYS' FEES AND LITIGATION COSTS AND
EXPENSES AND A SERVICE AWARD**

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INTRODUCTION

Plaintiff Victor Mateo (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully moves this Court for an award of attorneys’ fees, litigation costs and expenses and approval of a Service Award¹ in connection with the proposed class action settlement entered into with Service Employees International Union, Local 32BJ (“SEIU” or “Defendant”). The Court preliminary approved the Settlement on March 8, 2023.

Settlement Class Counsel vigorously and efficiently prosecuted this action and was able to achieve an excellent result for the Settlement Class without expending unnecessary time or resources. Under the Settlement, SEIU will pay total settlement compensation worth up to \$550,000 and not less than \$400,000 to settle the claims of Plaintiff and Settlement Class Members. SA § 2.

The Settlement Agreement provides Settlement Class Members with meaningful monetary relief. Pursuant to the Settlement, SEIU has agreed to pay: (1) Cash Payments of up to \$100 for time spent (subject to a possible *pro rata* increase or decrease) and (2) reimbursement of Out-of-Pocket Losses to each Settlement Class Member who files an Approved Claim. SA § 2.1. Settlement Class Members may recover a combined total of \$1,500 in Cash Payments and reimbursement for Out-of-Pocket Losses. *Id.*

After reaching agreement on the substantive terms of the Settlement, the Parties were also able to negotiate an agreement on attorneys’ fees and expenses, a Service Award, and Claims Administration that SEIU will pay as part of the total settlement compensation. Under the Settlement, Settlement Class Counsel may seek one-third of the maximum total settlement

¹ Unless otherwise defined herein, all capitalized terms have the same definitions as those set forth in the proposed Settlement Agreement (“Settlement Agreement” or “SA”).

compensation (\$183,333.33) in attorneys' fees plus its litigation costs and expenses, subject to Court-approval; a Service Award for the Plaintiff in the amount of \$1,500, subject to Court-approval; along with all Costs of Claims Administration. SA §§ 2.4, 7.1-7.3, and 8.1-8.3. Settlement Class Counsel's lodestar is approximately \$174,415.00 and expenses are \$4,153.42; this represents a multiplier range of about 1.02 to 1.05, which supports the reasonableness of the requested fee award.

As explained in more detail below, the requested fee is reasonable when considered under the applicable New Jersey and Third Circuit standards, particularly in view of the substantial risks of pursuing this litigation, considerable litigation efforts, and results achieved for the Settlement Class. Finally, the requested Service Award for the representative Plaintiff is reasonably modest, customary and warranted to compensate him for his participation in this Litigation on behalf of the Settlement Class. For these reasons, and those discussed below, Plaintiff respectfully requests that the Court grant the motion.

SUMMARY OF SETTLEMENT CLASS COUNSEL'S WORK

Prior to commencing this action, Settlement Class Counsel spent many hours investigating the claims against SEIU. Grunfeld Decl., ¶ 6. Settlement Class Counsel's factual and legal investigation included gathering information about the type of information compromised in the Incident as well as a review of existing legal authority regarding potential claims. *Id.* A great deal of work was performed before the Complaint was filed. *Id.* This information was essential to Settlement Class Counsel's ability to understand the nature of SEIU's conduct and the potential relief and remedies for the Settlement Class.

On July 28, 2022, Plaintiff filed a Class Action Complaint in the Superior Court of New Jersey, Bergen County Law Division against SEIU 32BJ, asserting claims for negligence, negligence *per se*, violation of the New Jersey Consumer Fraud Act, declaratory judgment, and

equitable relief. Grunfeld Decl., ¶ 7. Both before and after the filing of the Complaint, the Parties exchanged numerous letters and communications regarding demands for corrective action arising from the Data Incident, as well as possible options for resolving the dispute. Grunfeld Decl., ¶¶ 7-8.

On October 25, 2022, the Parties engaged in a full day-long mediation session overseen by Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC. Grunfeld Decl., ¶ 9. The mediation session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed settlement. Grunfeld Decl., ¶ 9. The Parties then worked towards drafting and finalizing the Settlement Agreement. Grunfeld Decl., ¶¶ 9-10. During this time, Settlement Class Counsel solicited bids from settlement administration firms and the Parties agreed that Kroll would serve as the Settlement Administration. Grunfeld Decl., ¶ 10. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits, reaching a final set of documents on or around February 2, 2023, and the Settlement Agreement was later executed by all Parties. Thereafter, Settlement Class Counsel drafted and filed the unopposed Motion for Preliminary Approval which was subsequently approved on March 8, 2023. Grunfeld Decl., ¶ 11. Afterwards, Settlement Class Counsel worked with the chosen administrator (Kroll) to implement the Notice program. Grunfeld Decl., ¶ 12.

ARGUMENT

I. STANDARD OF REVIEW

Pursuant to R. 4:32-2(h), and to Federal Rule of Civil Procedure 23(h), the Court “may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” See R. 4:32-2(h), and FRCP 23(h). New Jersey courts, as well as courts in the Third Circuit have approved two methods to calculate appropriate attorneys’ fees in class action

settlements—the lodestar method and the percentage-of-recovery method. *See Sutter v. Horizon Blue Cross Blue Shield of N.J.*, 2012 WL 2813813, at *5 (N.J. Super. Ct. App. Div. July 11, 2012); *In re AT&T Corp., Sec. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006); *Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App'x 191, 196-97 (3d Cir. 2014) (“Both federal law and New Jersey law permit courts to apply the percentage-of-recovery method in class actions where attorney’s fees flow from a ‘common fund’ shared by plaintiffs.”). The ultimate determination of the proper amount of attorneys’ fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009). As explained below, the use of the percentage-of-recovery method is appropriate in this case, and in any event, the reasonableness of the fee request is fully supported by a lodestar cross-check, indicating that the fee should be approved regardless of the method used by the Court.

II. THE COURT SHOULD AWARD A REASONABLE PERCENTAGE OF THE CONSTRUCTIVE COMMON FUND

The Supreme Court has long recognized that a lawyer who obtains a recovery “for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). In the Third Circuit, the percentage-of-recovery is generally favored in cases involving a settlement that creates a common fund. *See Glaberson v. Comcast Corp.*, Civil Action No. 03-6604, 2015 WL 5582251, at *11 (E.D. Pa. Sept. 22, 2015) (“The Third Circuit favors the percentage-of-recovery method of calculating fee awards in common fund cases. Courts within the Third Circuit and elsewhere routinely use this method in antitrust class actions.”) (collecting cases). “Courts use the percentage of recovery method in common fund cases on the theory that the class would be unjustly enriched if it did not compensate the counsel responsible for generating the valuable fund bestowed on the

class.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995).

Where, as here, the Settlement provides for the payment of attorneys’ fees, costs, and expenses from the same source (the Defendant) as the pool of settlement funds available to the Settlement Class Members, the arrangement “‘is, for practical purposes, a constructive common fund,’ and courts may still apply the percent-of-fund analysis in calculating attorney’s fees.” *Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App’x 191, 197 (3d Cir. 2014) (quoting *In re Gen. Motors*, 55 F.3d at 820–21).

III. THE REQUESTED ATTORNEYS’ FEES ARE REASONABLE UNDER THE PERCENTAGE-OF-RECOVERY METHOD OR THE LODESTAR METHOD.

A. *The Requested Fee is Reasonable Under the Percentage-of-Recovery Method*

The combined fee and expense request of one-third of the total settlement compensation is reasonable under the percentage-of-the-recovery method. While no general rule exists, in the Third Circuit “[i]n common fund cases, fee awards generally range from 19% to 45% of the settlement fund.” *Rose v. Travelers Home & Marine Ins. Co.*, No. CV 19-977, 2020 WL 4059613, at *11 (E.D. Pa. July 20, 2020) (citing *In re Cendant Corp. Litig.*, 264 F.3d 201, 736 (3d Cir. 2001)); *see also General Motors*, 55 F.3d at 822 (same); *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 498 (E.D. Pa. 2018) (“fee awards ranging from 30% to 43% have been awarded in cases with funds ranging from \$400,000 to \$6.5 million”).

Considering the percentage of the request, Settlement Class Counsel’s combined fee and expense request of one-third of the total settlement compensation falls squarely within the range of awards that courts have granted in other data breach cases. *See e.g., Thomsen v. Morley Companies, Inc.*, No. 1:22-CV-10271, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding fee award of 33% in a data breach class action settlement was “presumptively

reasonable”); *Stoll v. Musculoskeletal Inst.*, No. 8:20-CV-1798-CEH-AAS, 2022 WL 16927150, at *3 (M.D. Fla. July 27, 2022), *report and recommendation adopted sub nom. Stoll v. Musculoskeletal Inst., Chartered*, No. 8:20-CV-1798-CEH-AAS, 2022 WL 16923698 (M.D. Fla. Nov. 14, 2022) (awarding fee award of 33% in a data breach class action settlement resolving claims against a medical provider following a ransomware attack).

B. The Requested Fee is Also Reasonable Under the Lodestar Method

The Third Circuit has recommended that courts crosscheck the reasonableness of the attorneys’ fees request using the lodestar method. *Gunter*, 223 F.3d at 195 n.1. “The purpose of the cross-check is to ensure that the percentage approach does not result in an ‘extraordinary’ lodestar multiple or windfall.” *Whiteley*, 2021 WL 4206696, at *13 (quoting *Cendant*, 264 F.3d at 285). The Third Circuit has stated that a lodestar cross-check entails an abridged lodestar analysis that requires neither “mathematical precision nor bean counting.” *In re Rite Aid*, 396 F.3d at 305. The Court need not receive or review actual billing records when conducting this analysis. *Id.* at 307.

Under the lodestar method, a court begins the process of determining the reasonable fee by calculating the “lodestar,” *i.e.*, the “number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate.” *McKenna v. City of Phila.*, 582 F.3d 447, 455 (3d Cir. 2009). Once the lodestar is determined, the court must then decide whether additional adjustments are appropriate. *Id.* A reasonable hourly rate in the lodestar calculation is “[g]enerally . . . calculated according to the prevailing market rates in the relevant community,” taking into account “the experience and skill of the . . . attorney and compar[ing] their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation.” *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001). The prevailing market rate

is usually deemed reasonable. *Pub. Interest Research Grp. v. Windall*, 51 F.3d 1179, 1185 (3d Cir. 1995).

As of the date of this filing, Settlement Class Counsel spent 321 hours litigating this action, producing a lodestar amount of \$174,415 based on standard currently hourly attorney rates that range from \$450 to \$750.² See Grunfeld Decl., ¶ 16. Summaries of the number of hours expended by attorneys and staff are provided in the Grunfeld Declaration. Grunfeld Decl., ¶ 15. The reasonableness of Settlement Class Counsel's rates is supported by the Grunfeld Declaration, which establishes that the rates are the same as their standard hourly rates charged to paying clients on non-contingent matters and are in accord with the prevailing rates for class action and complex commercial litigation in the relevant legal markets where the principal attorneys are respectively located, and in consideration of the fact that all Class Counsel maintains a national practice. Grunfeld Decl., ¶¶ 14-23. See *New Berry, Inc. v. Smith*, No. CV 18-1024, 2021 WL 5332165, at *2 (W.D. Pa. Nov. 15, 2021) ("The best evidence of a prevailing market rate is counsel's customary billing rate."); *Animal Legal Def. Fund v. Lucas*, No. CV 2:19-40, 2021 WL 4479483, at *1 (W.D. Pa. Sept. 30, 2021) ("[T]he attorney's normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested."). These rates have been approved in other class action cases. Grunfeld Decl., ¶ 23. See *In Re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.) (approving GSG rates); *Jimenez v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH-SAK (D.N.J.) (approving GSG rates). Further, Settlement Class Counsel's rates are within the ranges that have been approved by this Court when overseeing other class settlements. See

² The Supreme Court and other courts have held that the use of current rates is proper since such rates compensate for inflation and the loss of use of funds. See *Mo. v. Jenkins by Agyei*, 491 U.S. 274, 283–84 (1989); *In re Schering-Plough Corp. Enhance Sec. Litig.*, No. CIV.A. 08-2177 DMC, 2013 WL 5505744, at *33 n.28 (D.N.J. Oct. 1, 2013) (citing *Jenkins*, 491 U.S. at 283–88).

Remicade, 2023 WL 2530418 (approving hourly rates between \$115 to \$1,325); *Cigna-Am. Specialty*, 2019 WL 4082946, at *15 (approving hourly rates between \$175 and \$995); *Viropharma*, 2016 WL 312108, at *18 (approving hourly rates ranging from \$350 to \$925). Given Settlement Class Counsel's experience, work, and the complex and relatively specialized nature of this litigation, these rates are reasonable.

Settlement Class Counsel in this Litigation have submitted summaries of the number of hours expended by attorneys and staff and descriptions of the type of work each firm performed. Grunfeld Decl., ¶¶ 15-16. The hours billed were spent preparing and filing the operative complaint; reviewing and analyzing information provided by SEIU regarding the Incident; preparing for and participating in mediation; negotiating, drafting, and finalizing the Settlement and related exhibits; soliciting bids from settlement administration firms and working with the chosen Administrator (Kroll) to implement the notice program; and drafting and filing the Motion for Preliminary Approval. Grunfeld Decl., ¶ 15. The tasks performed are typical in litigation and were necessary to the successful prosecution and resolution of the claims against SEIU. *See* Grunfeld Decl., ¶¶ 15-23.

The combined requested total attorneys' fees plus expenses of \$183,333.33 represents a multiplier of approximately 1.02 of Settlement class Counsel's lodestar. Courts often approve fees in class actions that correspond to multiples of one to four times the lodestar. *See, e.g., Prudential*, 148 F.3d at 341 ("Multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied . . .") (internal citation omitted); *Martin v. Foster Wheeler Energy Corp.*, No. 3:06-CV-0878, 2008 WL 906472, at *8 (M.D. Pa. Mar. 31, 2008) ("Lodestar multiples of less than four (4) are well within the range awarded by district courts in the Third Circuit.").

Given the quality of Settlement Class Counsel's work and the results achieved here, the lodestar cross-check supports the reasonableness of the requested fee.

IV. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE BASED ON CONSIDERATION OF THE FACTORS SET FORTH IN *GUNTER* AND RPC 1.5

In assessing the reasonableness of a request for attorneys' fees under the percentage-of-recovery method, Courts in New Jersey and the Third Circuit consider the following factors:

- (1) the size of the fund created and the number of persons benefitted;
- (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or the fees requested by counsel;
- (3) the skill and efficiency of the attorneys involved;
- (4) the complexity and duration of the litigation;
- (5) the risk of nonpayment;
- (6) the amount of time devoted to the case by counsel;
- and (7) awards in similar cases.

Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000); *see also Sutter v. Horizon Blue Cross Blue Shield of N.J.*, 2012 WL 2813813, at *5 (N.J. Super. Ct. App. Div. July 11, 2012) (applying *Gunter* factors); *Cerbo v. Ford of Englewood, Inc.*, 2006 WL 177586, at *25 (N.J. Super. Ct. Law Div. Jan. 26, 2006) (same). Courts also generally consider three additional factors:

- (8) [T]he value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations,
- (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and
- (10) any innovative terms of settlement.

In re Diet Drug, 582 F.3d 524, 541 (3d Cir. 2009) (citing *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 338 (3d Cir. 1998)). "The fee award reasonableness factors need not be applied in a formulaic way because each case is different, and in certain cases,

one factor may outweigh the rest.” *In re AT & T Corp.*, 455 F.3d 160, 166 (3d Cir. 2006) (internal quotations and citations omitted).

In addition, attorneys’ fees requests should also be reviewed for reasonableness under the factors set forth in New Jersey Rule of Professional Conduct 1.5(a). A review of these factors as well as the *Gunter/Prudential* factors confirms that Settlement Class Counsel’s requested fees are reasonable.

A. *The Size and Nature of the Common Fund Created and Number of Persons Benefited by the Settlement.*

In awarding fees the “most critical factor” for the Court to weigh is “the degree of success obtained.” *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983)). To assess this factor courts, consider[] the fee request in comparison to the size of the fund created and the number of class members to be benefited.” *In re Remicade Antitrust Litig.*, No. 17-CV-04326, 2023 WL 2530418, at *24 (E.D. Pa. Mar. 15, 2023) (citation omitted).

Here, the Settlement provides up to \$550,000 and not less than \$400,000 in monetary relief to a class consisting of approximately 234,000 individuals, compensating Settlement Class Members for the exposure of their PII, relief that would not have been obtained absent this action and Settlement Class Counsel’s diligent efforts. Obtaining up to \$550,000 in total settlement compensation is a significant recovery for the Settlement Class Members. All Settlement Class Members can submit claims for up to \$100.00 for time spent and out-of-pocket expenses related to the Incident (subject to a *pro rata* adjustment) for up to a combined amount of \$1,500.00. The claims period is still open to date, and claims are still being submitted and processed.

The Settlement accomplished here compares favorably if not better with settlements in similar data breach actions. *See e.g., Davidson et al. v. Healthgrades Operating Company, Inc.*,

No. 21-cv-01250-RBJ (D. Col. 2022); *Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo. Dec. 22, 2020); *Katz et al. v. Einstein Healthcare Network*, Case No. 210402045 (Phila. C.P.); *Hozza v. PrimoHoagies Franchising, Inc.*, No. 1:20-cv-04966-RMB (D.N.J. 2022).

B. The Absence of Objections to the Settlement and Requested Fee.

The deadline for Settlement Class Members to object to or opt-out of the Settlement is June 20, 2023. *See* Preliminary Approval Order ¶ 17. The Settlement Administrator has implemented the Court-approved Notice program, sending out the Notice to the Settlement Class Members and creating the Settlement Website and toll-free assistance number. The Notice apprised Settlement Class Members that Settlement Class Counsel would seek attorneys' fees and litigation costs and expenses in a combined amount of up to one-third of the maximum total settlement compensation. SA Ex 4 at 7. The Notice also advised settlement Class Members how and when to object to or opt out of the Settlement. SA Ex 4 at 7-8. To date, the Settlement Administrator has received no objections and only 13 exclusion requests. Grunfeld Decl. ¶ 13.

Thus, this factor to date weighs heavily in favor of Settlement Class Counsel's fee request. *See High St. Rehab., LLC v. Am. Specialty Health Inc.*, 2019 WL 4140784, at *4 (E.D. Pa. Aug. 29, 2019) ("A low number of objectors or opt-outs is persuasive evidence of the proposed settlement's fairness and adequacy.").

C. The Skill and Efficiency of Attorneys Involved.

The third *Gunter* factor is measured by the "quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel." *Viropharma*, 2016 WL 312108, at *16 (citation omitted). Here, these considerations support the reasonable of Settlement Class Counsel's fee request.

Settlement Class Counsel have extensive and significant experience in the field of class action litigation and have significant experience in litigating data breach class actions, such as the current action. As set forth in the Grunfeld Declaration, and as demonstrated by the firm resume attached as Exhibit A (Golomb Spirt Grunfeld), Settlement Class Counsel are highly experienced attorneys in this type of litigation, with a strong track record of obtaining favorable resolutions in cases such as this one. Grunfeld Decl., ¶ 23. Indeed, the favorable Settlement obtained here is attributable, in large part to the diligence, determination, hard work, and skill of Settlement Class Counsel. Recognizing the time and expense it would take to litigate this case past both summary judgment and class certification, and the inherent risk those procedural stages pose, Settlement Class Counsel worked diligently to resolve this action, all while providing an immediate benefit to the Settlement Class Members.

The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Settlement Class Counsel. *See Remicade*, 2023 WL 2530418, at *25. Here SEIU was represented by undeniably experienced and skilled attorneys at the nationally recognized law firm, Davis Wright Tremaine, LLP. The ability of Settlement Class Counsel to obtain a favorable outcome for the Settlement Class in the face of formidable legal opposition further confirms the quality of Settlement Class Counsel's representation and supports the reasonableness of the requested fee award.

D. The Complexity and Duration of the Litigation.

As in many data breach class action cases, Plaintiff faced numerous defenses to liability and damages. There is no assurance that Plaintiff would have prevailed at the various stages including motion to dismiss, summary judgment or class certification. *See Enslin v. Coca-Cola Co.*, 739 F. App'x 91 (3d Cir. 2018) (affirming grant of summary judgment in defendant's favor where former employee failed to establish the employer's alleged a breach of contract caused a

compromise of his accounts with internet retailers); *Memorandum Opinion and Order, Attias, et al. v. Carefirst, Inc., et al.*, Case No. 1:15-cv-00882-CRC (D.D.C. Mar. 28, 2023) (ECF No. 100) (denying class certification in a data breach case); *McGlenn v. Driveline Retail Merch., Inc.*, 2021 WL 165121, at *1 (C.D. Ill. Jan. 19, 2021) (same). Indeed, data breach and privacy cases have been found by courts to be complex and involving novel issues of law. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315, 317 (N.D. Cal. 2018); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) (“The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law.”).

In short, this was not a simple case with a clear path to liability and judgment and this litigation could have proceeded for several years had it not settled. Nonetheless, Settlement Class Counsel worked diligently to achieve a significant result for the Settlement Class in the face of very real litigation risks. Accordingly, this favor supports the reasonableness of the requested fee award.

E. The Risk of Non-Payment.

“Courts routinely recognize the risk created by undertaking an action on a contingency fee basis militates in favor of approval.” *Whiteley v. Zynerva Pharms., Inc.*, CIVIL ACTION NO. 19-4959, 2021 WL 4206696, at *12 (E.D. Pa. Sept. 16, 2021). Settlement Class Counsel undertook this action on an entirely contingent fee basis, shouldering the risk that this litigation would yield no recovery and leave them wholly uncompensated for their time, as well as for their out-of-pocket expenses. Grunfeld Decl., ¶ 4. To date, settlement Class Counsel has not been paid anything for their efforts. As such, a dispositive ruling at any stage of this litigation could have meant a zero recovery for members of the Settlement Class, as well as non-payment for Settlement Class Counsel. SEIU likely would have asserted several substantive defenses that could have eliminated

any possibility of recovery for the Settlement Class, as well as non-payment for Settlement Class Counsel. Indeed, had this case not resolved when it did, Plaintiff likely would have faced a litany of dispositive motions, including but not limited to a motion to dismiss, a motion for summary judgment on his individual claims, and if an only if he prevailed, would he have been able to move for class certification. Thus, this factor weighs in favor of Settlement Class Counsel's fee request.

F. The Amount of Time Devoted to the Litigation by Plaintiff's Counsel.

Settlement Class Counsel have received no compensation for their efforts during the course of this Litigation for nearly two years. They risked non-payment of over \$4,000 in out-of-pocket expenses and for the nearly 321 hours they worked on this Litigation, knowing that if their efforts were not successful, no fee would be paid. Grunfeld Decl., ¶¶ 4-16. Settlement Class Counsel vigorously litigated this action, including, the time spent in the initial investigation of the case; preparing and filing the operative class action complaint; reviewing and analyzing documents information provided by SEIU; preparing for and participating in mediation; negotiating, drafting, and finalizing the Settlement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator (Kroll) to implement the notice program; and drafting and filing the Motion for Preliminary Approval. Grunfeld Decl., ¶ 15. At all times, Settlement Class Counsel conducted their work with skill and efficiency, conserving resources and avoiding duplication of effort.

The foregoing unquestionably represents a substantial commitment of time, personnel, and out-of-pocket expenses by Settlement Counsel, while taking on the substantial risk of recovering nothing for their efforts. The financial risk to Settlement Class Counsel was significant. This factor thus supports the Settlement Class Counsel's requested fee award.

G. The Request Is Comparable to Awards in Similar Cases.

As demonstrated above in *supra*, Argument § II, the request of one-third of the total Settlement Compensation to cover the time and out-of-pocket expenses of settlement Class Counsel is well within the range of fees awarded in this Circuit and in comparable data breach cases. Accordingly, this factor supports the reasonableness of the requested fee.

H. The Settlement Benefits are Attributable Solely to the Effects of Settlement Class Counsel.

The Third Circuit has advised courts to examine whether counsel has benefited from a governmental investigation or enforcement action concerning the alleged wrongdoing, because this can indicate whether or not counsel should be given full credit for obtaining the value of the settlement fund for the class. *See Prudential*, 148 F.3d at 338. That is not the case here. Settlement Class Counsel alone initiated this action and have been actively litigating this action themselves without assistance from the government or any third parties. Thus, this factor supports the requested fee. *See Harshbarger v. Penn Mut. Life Ins. Co.*, No. CV 12-6172, 2017 WL 6525783, at *5 (E.D. Pa. Dec. 20, 2017) (“Because Class Counsel were the only ones pursuing the claims at issue in this case, this factor weighs in favor of approval”).

I. The Percentage of the Fee Approximates the Fee that Would Have Been Negotiated in the Private Market.

Both RPC 1.5(a) and the Third Circuit advise that the requested fee should also be compared to “the percentage fee that would have been negotiated had the case been subject to a private [non-class] contingent fee agreement.” *AT&T*, 455 at 165; RPC 1.5(a)(3) and (a)(8). Here, Settlement Class Counsel’s requested one-third of the total settlement compensation is commensurate with customary percentages in private contingent fee agreements. *See Boone v. City of Philadelphia*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009) (explaining that the median attorneys’ fee award in class actions is one-third, or 33%); *see also In re Ins. Brokerage Antitrust Litig.*, 297

F.R.D. 136, 156 (D.N.J. 2013) (“Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.”).

J. Innovative Terms of the Settlement.

The Settlement does not contain any particularly novel or “innovative” terms—beyond simply being a quality, fair settlement in the ever-evolving law that is data breach litigation. This factor is thus neutral as it neither weighs in favor of nor against approval of the requested fee. *See Harshbarger*, 2017 WL 525783, at *5.

* * * * *

On the balance, the *Gunter/Prudential* factors demonstrate that Settlement Class Counsel’s requested fee is reasonable, and therefore, should be approved.

V. CLASS COUNSEL’S APPLICATION FOR REASONABLY INCURRED LITIGATION COSTS AND EXPENSES

“Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case.” *O’Hern v. Vida Longevity Fund, LP*, No. CV 21-402-SRF, 2023 WL 3204044, at *10 (D. Del. May 2, 2023). Included in the combined fee and expense request of \$183,333.33, Settlement Class Counsel seeks reimbursement of \$4,153.42 for the reasonable expenses incurred by Settlement Class Counsel to advance this litigation (exclusive of costs of notice and settlement administration, which will also be paid by SEIU). These expenses are outlined in the Grunfeld Declaration submitted concurrently herewith. Grunfeld Decl., ¶¶ 18-20.

As explained above, Settlement Class Counsel diligently prosecuted this action, investigated the data security Incident, actively participated in mediation with Judge Dickson, U.S. Magistrate (Ret.), and thoroughly worked to achieve this Settlement. Further, roughly \$3,300, of the expenses listed are attributable to Settlement Class Counsel’s portion of the mediator’s fee incurred. *See*

Grunfeld Decl., ¶¶ 18-20. The remainder of the expenses are costs associated with prosecuting the action including filing fees, online research fees, and minimal travel expenses. Grunfeld Decl., ¶ 18. In sum, the expenses Settlement Class Counsel incurred while prosecuting this Litigation amount to \$4,153.42, less than 1% of the aggregate constructive common fund. *See* Grunfeld Decl., ¶ 18. These expenses are typical in litigation, were necessary to the successful prosecution and resolution of the claims against SEIU and should be approved.

VI. THE REQUESTED SERVICE AWARD IS REASONABLE

Incentive awards are “not uncommon in class action litigation and particularly where, as here, a common fund has been created for the benefit of the entire class.” *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015) (quotations omitted). Generally, “[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted). Factors courts consider when deciding to give incentive awards include “the risk to the plaintiff in commencing litigation, both financially and otherwise; the notoriety and/or personal difficulties encountered by the representative plaintiff; the extent of the plaintiff’s personal involvement in the lawsuit in terms of discovery responsibilities and/or testimony at depositions or trial; the duration of the litigation; and the plaintiff’s personal benefit (or lack thereof) purely in her capacity as a member of the class.” *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-CV-1833, 2020 WL 1922902, at *33 (E.D. Pa. Apr. 21, 2020) (quoting *McGee v. Ann’s Choice, Inc.*, No. 12-2664, 2014 WL 2514582, at *3 (E.D. Pa. June 4, 2014). Importantly, courts in this Circuit routinely approve service awards of \$1,000 to \$5,000, and more.³

³ *See, e.g., Wood v. Saroj & Manju Invs. Philadelphia LLC*, No. CV 19-2820-KSM, 2021 WL 1945809, at *10 (E.D. Pa. May 14, 2021) (awarding a service award of \$2,500 to the settlement

Pursuant to the Settlement Agreement, for his time and effort advancing the action and for the risks he assumed in prosecuting this action against SEIU, his former union, on behalf of the Settlement Class Members, Settlement Class Counsel requests, and SEIU does not oppose, a Service Award in the amount of \$1,500 for Plaintiff Victor Mateo. Mr. Mateo invested significant time in this litigation by bringing his claims to Settlement Class Counsel for investigation, agreeing to serve as the Representative Plaintiff, reviewing the Complaint, remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation, reviewing the progress of the litigation and approving the Settlement on behalf of the Class. Grunfeld Decl., ¶ 22.

If approved, the Service Award of \$1,500 will reflect a tiny fraction of the total settlement compensation (0.2%). Because it is reasonably tailored to reflect the Representative Plaintiff's excellent service and his efforts on behalf of the Settlement Class, and is a modest size, the requested Service Award should be approved. For these reasons, Settlement Class Counsel respectfully requests that the Court approve the requested Service Award on behalf of the Representative Plaintiff.

CONCLUSION

For the above-mentioned reasons, Plaintiff respectfully requests that the Court grant his motion, and approve a combined award of \$183,333.33 for attorneys' fees and reimbursement of

class representative); *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at *13 (E.D. Pa. Sept. 24, 2019) (awarding service awards of \$1,000 to each settlement class representative); *Krimes v. JPMorgan Chase Bank, N.A.*, No. CV 15-5087, 2017 WL 2262998, at *11 (E.D. Pa. May 24, 2017) (awarding service award of \$5,000 to the settlement class representative); *Schumacher v. Osmotica Pharms. Plc*, No. SOM-L-00540-19, slip op. at 7 (granting service awards of \$7,500 to class reps); *In re Liquid Aluminum Sulfate Antitrust Litig.*, 2019 WL 7375288, at *6 (D.N.J. Nov. 7, 2019) (awarding lead plaintiffs \$25,000 each for service awards).

all litigation costs and expenses, as well as a Service Award in the amount of \$1,500 for Plaintiff Victor Mateo.

Dated: June 20, 2023

Respectfully submitted,



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VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

CERTIFICATE OF SERVICE

I, Kenneth J. Grunfeld of full age do hereby certify that:

1. I am a partner with Golomb Spirt Grunfeld, P.C.
2. On June 20, 2023, I electronically filed the foregoing Motion for Attorneys' Fees.
3. On June 20, 2023, I sent a courtesy copy of Plaintiff's Motion for Attorneys' Fees with supporting documents to Honorable Robert C. Wilson, J.S.C. Bergen County Justice Center 10 Main Street, Hackensack, NJ 07601 via regular mail.

4. On June 20, 2023, I served upon copies of Plaintiff's Motion for Attorneys' Fees with support documents upon all counsel via electronic mail upon the following:

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Attorneys for Defendant

I hereby certify that the foregoing statement made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 20, 2023



/s/

Kenneth J. Grunfeld