# EXHIBIT 2

# IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
# IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

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| **MARY JANE WHALEN and CHRISTINE V. RONA,** individually and on behalf of all others similarly situated,<br><br>             Plaintiffs,<br><br>v.<br><br>**GUNSTER, YOAKLEY & STEWART, PA**<br><br>             Defendant. | Case No. 25-CA-000550 |

## DECLARATION OF JOHN A. YANCHUNIS IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I declare under penalty of perjury hereby as follows:

1.      John A. Yanchunis of Morgan and Morgan Complex Litigation Group, proposed Class Counsel[1] in this action ("Plaintiffs' Counsel" or proposed "Class Counsel") hereby submits this Declaration in connection with Mary Jane Whalen and Christine V. Rona's ("Plaintiffs" or proposed "Settlement Class Representatives") Unopposed Motion for Preliminary Approval of the Class Action Settlement with Defendant, Gunster, Yoakley & Stewart, PA ("Gunster" or "Defendant")

## I.      PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

2.      On or around November 27, 2022, Gunster determined that third-party cybercriminals had gained access to Gunster's systems (*i.e.*, the "Data Breach"). Defendant notified impacted individuals of the Data Breach beginning on or around August 2023. On May

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[1] All capitalized terms used in this joint declaration shall have the same meanings as set forth in the Settlement Agreement (Exhibit 1).

13, 2024, Mary Jane Whalen ("Whalen") filed a putative class action complaint against Gunster in the United States District Court for the Southern District of Florida, asserting claims arising out of the Data Breach (the "Federal Action"). On August 15, 2024, Gunster moved to dismiss Whalen's complaint for failure to state a claim. On September 17, 2024, Plaintiff Whalen filed her amended complaint, which, among other changes, added an additional Plaintiff, Christine V. Rona ("Rona"). On October 1, 2024, the Parties engaged in a full-day, in-person mediation session before former United States Magistrate Judge, Diane M. Welsh (ret.), a nationally recognized and experienced mediator with expertise in data breach class actions. Over the course of the day, the Parties engaged in arm's length, hard-fought negotiations, and with the assistance of Judge Welsh, the Parties reached an agreement in principle, the terms of which were later finalized by way of the Settlement Agreement and its attached exhibits, which were filed in the Federal Action. On January 24, 2025, the Parties filed a joint stipulation of dismissal without prejudice in the Federal Action, which terminated the Federal Action. Out of concern that the federal court lacked subject matter jurisdiction, the Parties decided that dismissal of the Federal Action was warranted, and that the case should be refiled in a Florida state court which would have jurisdiction, without question, over the Parties and the subject matter of the claims presented in this case. Accordingly, on January 24, 2025, Plaintiffs Whalen and Rona filed a putative class action complaint (i.e., the "Complaint") against Gunster in this Court, asserting claims arising out of the Data Breach. The Settlement Agreement was then re-executed, subject to preliminary and final approval by the Court.

## II. THE SETTLEMENT AND ITS BENEFITS

3. The Settlement Agreement negotiated on behalf of the Settlement Class provides for the creation of a non-reversionary cash settlement fund in the amount of eight million five

hundred thousand United States Dollars $8,500,000.00 (Settlement Amount) (the "Settlement Fund"). SA ¶ 2.39. The Settlement Fund shall be used to pay for (i) Administration and Notice Costs; (ii) the Approved Claims; and (iii) the Attorneys' Fees and Expenses. SA ¶ 3.2.

4.   Reimbursement for "Ordinary" Out-of-Pocket Losses and Ordinary Attested Time: All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time up to a total of two thousand five hundred dollars ($2,500) per Settlement Class Member. SA ¶ 7.2.  The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs. SA ¶ 7.2.1. Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement.

Whether or not they incurred Ordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to seven (7) hours of time spent responding to receiving notice of the Data Breach at a rate of thirty dollars ($30) per hour. SA ¶ 7.2.3.

5.   Reimbursement for "Extraordinary" Losses and Extraordinary Attested Time: In addition to submitting a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and/or Extraordinary Attested Time up to thirty-five thousand dollars ($35,000) per individual, in the aggregate as set forth in the Settlement Agreement. SA ¶ 7.3. The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary

Attested Time cannot exceed $35,000 per individual. *Id*. Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement, which specifies that Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses shall require supporting third-party documentation. SA, ¶7.2.2 and ¶7.3.2. Whether or not they incurred Extraordinary Losses and whether or not they made a claim for Ordinary Out-of-Pocket Losses or Ordinary Attested Time, Settlement Class Members may submit a claim for up to ten (10) hours of time spent remedying identity theft, fraud, or other misuse of their information related to the Data Breach at a rate of thirty dollars ($30) per hour. SA ¶ 7.3.4. The total Attested Time ("Ordinary" and "Extraordinary" Attested Time, combined) that can be claimed cannot exceed ten (10) hours. *Id*.

6.      <u>Credit Monitoring Services:</u> Settlement Class Members, regardless of whether they make a claim for reimbursement, can elect to enroll in three (3) years of three bureau identity theft protection and credit monitoring services under the Settlement Agreement that will include the following features: (1) dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. SA ¶ 7.4. The cost of providing the credit monitoring services described here shall be paid from the Settlement Fund.

7.      *Pro Rata* <u>Increase or Reduction of Approved Claims:</u> If the total amount of Approved Claims submitted (as determined in the process set out in SA ¶ 7.5), when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims shall be increased or reduced on a pro rata basis such that the total aggregate amount of Approved Claims, Administration and

Notice Costs, and Attorneys' Fees and Expenses equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. SA ¶ 7.6. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any pro rata increase or reduction provided therein to account for estimated, but not yet incurred, Administration and Notice Costs. SA ¶ 7.6.

8.      Payment of Approved Claims: Approved Claims will be paid via an electronic payment, or a check mailed to the Settlement Class Member. SA ¶ 7.7. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payment, after which any uncashed checks will be void and the ability to receive the electronic payment will expire. *Id.* If the aggregate value of void checks and lapsed electronic payments makes it economically feasible, such funds (after decreasing the total by the cost of any anticipated tax reporting requirements and other ancillary expenses) will be disbursed pro rata via a second round of payments issued to those who successfully received electronic payments or cashed checks issued during the first round of disbursement. *Id.* After ninety (90) days of the second disbursement, any uncashed checks will be void and the ability to receive electronic payment will also expire. *Id.* The aggregate value of void checks and unclaimed electronic payments after the second round (or, if there is no second round of checks, after the first round of checks) and/or remaining funds following the preparation of any required tax documents will be paid to increase the length of credit monitoring for those who elect it if possible, or if not, to the Florida Bar Foundation if approved by the Court. *Id.* However, if the second round of payments is not economically feasible, funds remaining in the Settlement Fund will be directly given to the Florida Bar Foundation, if approved by the Court. *Id.*

9.      Information Security Enhancements: In response to the Data Breach and the Action, Gunster has further enhanced its data security infrastructure by, among other things, engaging in a comprehensive SOC II Type II review and audit; deploying a best in class EDR tool; implementing a centralized logging and monitoring solution with 24/7 third-party monitoring for log aggregation, threat detection, and response capabilities; enhancing backup solutions and disaster recovery protocols; expanding and hardening cloud environments; implementing enhanced access controls, including but not limited to a Privileged Access Management solution; enhancing application security testing; and engaging in a comprehensive review and modification of firewall rules and configurations. SA ¶8.1.

## III.      THE NOTICE PROGRAM

10.      Subject to the Court's approval, the Parties have agreed, subject to Court approval , to use Verita Global, LLC as the Settlement Administrator in this case, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation. *Id*. at ¶ 1.32.  Subject also to the Court's approval, the Parties propose a Notice Plan (Exhibit D) requiring a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members and a customary long form notice ("Long Notice"). Notice Plan, Exhibit D ¶ 9. The Settlement Class consists of approximately 746,000 Settlement Class Members, approximately 549,000 of which will be provided with direct notice to their last-known address.  The remainder of the class will be provided with notice through a media campaign, as described in the Notice Plan. *Id.* Verita Global, LLC ("Settlement Administrator") will establish and maintain a dedicated settlement website that will be updated throughout the claims period with the Long Notice and Claim Form approved by the Court, as well as the Settlement Agreement. Notice Plan, Exhibit D ¶18.  The Settlement Administrator

will also maintain a toll-free help line, post office box, and e-mail address where Settlement Class Members may submit hard copy Claim Forms, exclusion requests and other case correspondence to allow Settlement Class Members to easily correspond with Verita. Exhibit D ¶¶18-20.

11. <u>Opt-Outs</u>: Any individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, as laid down in the Settlement Agreement, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline. SA ¶ 15.1-15.2. Any individual who submits a valid and timely request for exclusion shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. SA ¶ 15.4. Any individual who does not submit a valid and timely request for exclusion in the manner described therein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. SA ¶ 15.5.

12. <u>Objections</u>: Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order. SA ¶ 16.1. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Agreement, the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of the Agreement by appeal or any other means. SA ¶ 16.4.

13.     Claims Process: The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim or decide whether they would like to opt-out or object. The Claim Form, attached to the Settlement Agreement as Exhibit A, is written in plain language to facilitate Settlement Class Members' ease in completing it.

## IV.     QUALIFICATIONS OF PROPOSED CLASS COUNSEL JOHN A. YANCHUNIS OF MORGAN AND MORGAN COMPLEX LITIGATION GROUP

14.     I lead Morgan & Morgan's class action group. Morgan & Morgan is America's largest injury law firm with over 1,000 lawyers in offices throughout the United States. Its depth as a trial firm, and its self-funded financial resources, allow it to undertake the largest and most significant cases throughout the country. My career as a trial lawyer began over 42 years ago following the completion of a two-year clerkship with United States District Judge Carl O. Bue, Southern District of Texas (now deceased)—and I have efficiently and expeditiously led many privacy-related Multidistrict Litigation (MDL) and non-MDL class action proceedings, including as Lead or Co-Lead Counsel in some of the largest privacy class actions. I have focused my practice on class action litigation for over 28 years.

15.     I began my work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation,* 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, I served as co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). *See Fresco v. Automotive*

*Directions, Inc.*, No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, he also served as co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) ($10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust*, No. 03-cv-80593 (S.D. Fla.) ($50 million class settlement).

16.     As a result of my experience in insurance and complex litigation, beginning in 2005, I was selected by Tom Gallagher, the Chief Financial Officer for the state of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers.  I served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations.  The insurance regulator for Florida was the only insurance regulator in the group.  The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

17.     During my career, I have tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, I served as lead counsel for several insurance companies regarding coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992.  I was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of my clients.

18.     I have been appointed and served in leadership positions in most of the largest data breach cases filed in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.) (settlement for $190,000,000 approved for 98 million consumers), a case litigated by two of the law firms seeking interim class counsel in this case, along with a third firm. With almost no assistance from any other firms other than to assist in preparing their individual clients for deposition, I and my two co-lead attorneys and our respective staffs took this case almost to trial before Capital One and Amazon agreed to settle the case. In his order approving the settlement, United States District Judge Anthony Trenga found that:

> In pursuing this complex, years-long litigation, Class Counsel engaged in, inter alia, extensive discovery—including reviewing nearly three million pages of documents and taking nearly fifty depositions—and significant motion practice—including for class certification, summary judgment, and expert exclusion. In total, Class Counsel devoted more than 65,000 hours to what Plaintiffs call "almost undoubtedly, the most heavily litigated data breach case in history. *In Re: Capital One Consumer Data Security Breach Litigation*, 1:19-md-02915-AJT (E.D. Va.) [Doc. No. 2231] at 1.

19.     In an order approving the proposed attorneys' fees, Judge Trenga wrote:

Factor 1, Results for the Class: This Court previously commended Class and Defense Counsel at the September 8, 2022 Final Approval Hearing for the "exceptional outcome for all the parties given the difficult legal issues," calling it an "outstanding result" attributed "in no small measure, to counsel, counsel's efforts, and . . . the level of competence and professionalism that they've brought to every aspect of this case." [Doc. No. 2261] at 30:19-31:3. The Court stands by that statement. Class Counsel effectively and

efficiently pursued the case, resulting in purportedly the second largest data breach settlement to date, in addition to the injunctive relief.

I have also served in leadership positions in the following data breach MDLs:

20.     *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-LHK (N.D. Cal.) ("Yahoo") (Lead Counsel, which led a four firm plaintiffs steering committee) (Court approved $117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens ); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (Co-Lead Counsel)(four- member PSC) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of $29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation,* No. 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs' Steering Committee) (final judgment entered approving  $380.5 million fund for 145 million consumers );  *In re: U.S. Office of Personnel Management Data Security Breach Litigation,* No. 1:15-mc-01394-ABJ (D.D.C.) ("OPM") (member of the Executive Committee) (motion for preliminary approval of a $60,000,000 common fund ); *In re Target Corp. Customer Data Sec. Breach Litig.,* MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers).

21.     My  court-appointed leadership experience in non-MDL, data breach class actions is likewise significant, and to just name a few: *Schmidt, et al., v. Facebook, Inc*., No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) ("Facebook") (class certified over Facebook's opposition for 8 million residents, subsequently settlement of the class was approved by the court); *Walters v. Kimpton Hotel & Restaurant*, No. 3:16-cv-05387 (N.D. Cal.) (Lead Counsel) (class action settlement final approval order entered July 11, 2019); and *In re: Arby's Restaurant Group, Inc.*

*Data Security Litigation*, Nos. 1:17-cv-514 and 1:17-cv-1035 (N.D. Ga.) (co-Liaison Counsel) (final approval of a class settlement entered June 6, 2019); and *Jackson, et al., v. Wendy's International, LLC*, No. 6:16-cv-210-PGB (M.D. Fla.) (final approval of a class settlement entered February 26, 2019); *Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Montana Eighth Judicial Court – Cascade County) (final approval of class settlement entered January 5, 2021); *In re: Citrix Data Breach Litigation*, No. 19-cv-61350 (S.D. Fla.) (preliminary approval of class action settlement entered on January 26, 2021*); Kuss v. American HomePatient, Inc., et al.,* No. 18-cv-2348 (M.D. Fla.) (final approval of class action settlement entered on August 13, 2020*); Fulton-Green v. Accolade, Inc.,* No. 18-cv-274 (E.D. Pa.) (final approval of class action settlement entered September 23, 2019); *Nelson v. Roadrunner Transportation Systems, Inc.*, No. 18-cv-7400 (N.D. Ill.) (final approval of class action settlement entered September 15, 2020).

22.     I have also been appointed co lead counsel in a data privacy case that was certified as a class over Google's opposition, *Brown. et al., v. Google, LLC,* No. 20-cv-03664 (N.D. Cal.). The case was settled weeks before the commencement of trial, and final approval of the class action settlement benefiting well over a hundred million consumers is underway.  In another data privacy case against Google pending in the Northern District of California, San Francisco Division*, Rodriguez, et al, v. Google, LLC*, No. 20-cv-04688 (N.D. Cal.), my co-counsel and I obtained an order certifying a class of almost 100 million consumers over Google's opposition. This class case is scheduled to be tried this year.

23.     In 2023 and in data breach cases, and as a thought leader in the area of data privacy, I led a team of lawyers which obtained reversals of lower courts in the Eleventh Circuit and the Second Circuit Courts of Appeals: *Bohnak v. Marsh & McLennan Companies*, No. 22-319 (2d

Cir. 2023), *Ramirez v. The Paradies Shops, LLC*, No. 22-12853-HH (11th Cir. 2023), and *Sheffler v. Americold Realty Trust*, No. 22-11789-CC (11th Cir. 2023). On December 7, 2023, I presented oral argument before the Fourth Circuit *in Ford v Sandhills Medical Ctr., Inc.,* No.22-2268 (4th Cir. 2023), a class case arising out of a health care facility.

24.     I now serve as an appointed member of the newly formed Cyber Security and Privacy Subcommittee of The Florida Bar.

25.     I was recognized in 2020 for the second year in a row by Law360 as one of four MVPs in the area of Cybersecurity and Privacy. Similarly, in 2016 and then in 2020, I was recognized by the National Law Journal as a Trailblazer in the Area of Cybersecurity & Data Privacy. In 2020, I was named Florida Lawyer of the Year by the Daily Business Review, and in 2022, I was awarded the Best Mentor award in the state of Florida by the same publication. In 2023, I was named Consumer Lawyer of the Year by The Florida Bar's Consumer Protection Committee for my accomplishments in the area of data privacy. Again, for my accomplishments in the area of data privacy and cyber security, in 2023, I was recognized as a Titan of the Plaintiffs' Bar by Law360. In 2024, I was named a finalist for Attorney of the Year by ALM/Law360, and I was a finalist for Lawyer of Year by The National Law Journal. In 2024, the class action practice group that I lead at my firm was awarded Litigation Department of the Year in the state of Florida by ALM/Law360, and my practice group was a national finalist for Litigation Department of the Year by The National Law Journal. I was also recently named as one of the 500 Leading Lawyers in America in the 2025 Lawdragon '500 Leading Lawyers in America' list.

26.     Because of my experience in the area of cyber security and privacy and data breach litigation, I am a frequent speaker nationally and internationally. I spoke on these topics in May and October of 2024 in London, followed by in Lisbon and Mexico in November 2024 at two

separate symposiums on data privacy and cyber security. I am also a frequent lecturer at Baylor College of Law in its LLM program on cyber security, most recently in June 2024. Presently, I am organizing with several universities in the United States, the European Union, and Israel, a symposium to focus on data privacy. It is planned to be held in Rome this year.

27.     Exhibiting my leadership skills and ability to work collaboratively with others, I have served in leadership positions on many professional committees and boards, most prominently as a member of the Board of Directors of The Florida Bar Foundation, a member of The Florida Board of Bar Examiners appointed by the Florida Supreme Court (5-year term, and I continue by appointment to date as an Emeritus Member), and an elected member for two terms to The Board of Governors of The Florida Bar, and to The Young Lawyers Division of The Florida Bar. I have served on The Florida Bar's Consumer Protection Committee, including serving as its Chair. I have also served as an expert in ethical issues in class litigation for The Florida Bar in disciplinary proceedings.

28.     In my profession, I received the Florida Bar Foundation President's Award of Excellence, the Public Justice Impact Change Award, and for my work in representing a class of elderly indigent Floridians on Medicaid in a suit against the state of Florida, which resulted in an increase in the benefits to class members, I was awarded The Florida Bar Elder Law Section Chair's Honor Award. I have been recognized as a Super Lawyer for over two decades and am AV rated by Martindale Hubbell.

## V.     PROPOSED CLASS COUNSEL'S RECOMMENDATION

29.     Based on my years of experience as a consumer advocate representing individuals in complex class actions—including data breach and privacy class cases, I believe that the settlement now before the Court for approval is fair reasonable and adequate as I will explain

below. While I believe in the merits of the claims brought in this case, I am also aware that a successful outcome is uncertain and would be achieved only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. The work done on this case has included (1) investigating the Data Breach, (2) researching and evaluating the appropriate legal claims to assert, (3) interviewing potential class representatives about their experiences, (4) preparing and filing a class action complaint, (5) opposing the motion to dismiss, (6) preparing and filing an amended class action complaint, (7) engaging in informal discovery with Defendant in advance of the mediation; (8) participating in a mediation session and subsequent settlement discussions, and (9) negotiating the proposed settlement, preparing the settlement documentation, and moving for preliminary approval, (10) re-filing in state court and accordingly preparing the settlement documentation, and moving for preliminary approval. My team and I have spent considerable time investigating class members' injuries and the claims in this case and were able to negotiate a well-informed Settlement on behalf of the Settlement Class. The Court has previously recognized the importance and benefits of settling complex cases to achieve speedy resolution of justice. Based upon my substantial experience, it is my opinion that the settlement of this matter provides significant relief to the Settlement Class as it is well within the range of other data breach settlements in the relief that it provides and addresses the common types of repercussions sustained by consumers following a data breach and thus warrant the Court's preliminary approval as the Settlement is Fair, Reasonable, and Adequate.

30. The Settlement was agreed to following adversarial arm's-length negotiations, in good faith and without collusion, proposed Class Counsel had full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the proposed Settlement Class Representatives, Plaintiffs reached a Settlement. After the settlement was

reached, the Parties worked diligently to: (i) finalize the settlement documentation, including the Settlement Agreement and accompanying exhibits, and the proposed Settlement Class Representatives assented to a Motion for Preliminary Approval with this declaration in support; and (ii) solicit bids and mutually agree on a Settlement Administrator.

31.     The Settlement Agreement's terms are designed to address the potential harms caused by the data breach, including by providing credit monitoring, reimbursement for out-of-pocket losses, lost time, pro rata cash payment for the remainder of the Settlement Fund through two rounds of distribution and a commitment by Defendants to ensure information security enhancements to adequately secure its systems and environments, presently and in the future.

32.     This result is particularly favorable given the risks of continued litigation. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to members of the Settlement Class now as opposed to after years of risky litigation.

33.     The Settlement Agreement's benefits unquestionably provide a favorable result to the members of the Settlement Class, placing the Settlement Agreement well within the range of possible final approval and satisfying the requirements for preliminary approval; therefore, the Court should grant preliminary approval.

34.     Additionally, the Notice Plan contemplated by the Settlement Agreement meets all due process requirements and provides the best practicable method to reach the Settlement Class Members and is consistent with other class action notice programs that have been approved by various courts for similarly situated matters. The Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the amount that proposed Class Counsel intends to seek in fees, costs and

expenses; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of proposed Class Counsel.

35. The Notice is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement, with adequate time to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to object or opt-out.

36. Based upon our decades of work litigating complex class actions, proposed Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed Preliminary Approval Order attached to the Settlement Agreement and filed with this motion.

## VI. PROPOSED SETTLEMENT CLASS REPRESENTATIVES

1. Proposed Settlement Class Representatives have demonstrated that they are well-suited to represent the Settlement Class. They have a genuine personal interest in the outcome of the case; (ii) they selected well-qualified proposed Class Counsel; (iii) they produced information and documents to proposed Class Counsel to permit investigation and development of the complaints; (iv) they have been available as needed throughout the litigation; (v) they have been monitoring the Litigation; and (vi) they were kept informed of the settlement negotiations and approved of the Settlement now before the Court. These proposed Settlement Class Representatives, like all Settlement Class Members, have been victims of the same Data Breach, and thus have common interests with the Settlement Class. Moreover, they have ably represented

the Settlement Class, maintaining contact with proposed Class Counsel, assisting in the investigation of the case, reviewing the material terms of the Settlement Agreement, remaining available for consultation throughout the settlement negotiations and answering our many questions.

I declare that this has been signed under penalty of perjury of the United States of America that the foregoing is true and correct.

Executed on February 14, 2025

*/s/ John A. Yanchunis*