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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 NOREEN PFEIFFER, *et al.*, on
19 behalf of himself and all others
20 similarly situated,

21 Plaintiff,

22 vs.

23 RADNET, INC., a Delaware
24 corporation,

25 Defendants.

Case No.: 2:20-cv-09553 (RGK)(SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**NOTICE OF UNOPPOSED MOTION
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD,
EXPENSE REIMBURSEMENT, AND
SERVICE AWARDS TO
REPRESENTATIVE PLAINTIFFS**

Date: February 7, 2022

Time: 9:00 a.m.

Crtrm: 850, 8th Floor

[Filed Concurrently with Memorandum,
Declarations, and Proposed Order]

PLEASE TAKE NOTICE that Noreen Pfeiffer, Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly Lancaster, and Debra Palmer ("Plaintiffs"), through their undersigned counsel, will and hereby move this Court to grant Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The hearing on this matter will be held on February 7, 2022 or on a date selected by the Court, in the courtroom of the Honorable Judge R. Gary Klausner, Courtroom 850, 8th Floor, of the United States District Court for the Central District of California, located at the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012.

Plaintiffs' Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, proposed Class Counsel declarations and all attachments and exhibits thereto, the Proposed Order, and all pleadings, records, and other papers filed in this action, and any oral or documentary evidence presented at the hearing of this matter.

Date: October 14, 2021 Respectfully submitted,

s/ Gayle M. Blatt

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**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE
REIMBURSEMENT, AND SERVICE AWARDS
TO REPRESENTATIVE PLAINTIFFS**

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I. INTRODUCTION

Plaintiffs Noreen Pfeiffer, Jose Contreras, Susan Wright, Kelly Lancaster, Donna Horowitz, Annabelle Gonzales, and Debra Palmer (“Plaintiffs”) through their undersigned counsel, respectfully move this Court for entry of an Order approving: (1) Class Counsel’s requested attorneys’ fees award of \$650,000, or 25% of the Settlement Fund; (2) an expense reimbursement of \$49,489.39; and (3) service awards to the Representative Plaintiffs of \$1,500 each.

This action arises out of the alleged negligence by RadNet, Inc. (“RadNet” or “Defendant”) in failing to safeguard the Personally Identifiable Information (“PII”) of current and former employees and job applicants from unauthorized access and disclosure. Due to the alleged inadequate protection of the Class Members’ PII, unauthorized third parties accessed one of RadNet’s servers which permitted the exfiltration of certain information provided to RadNet with the expectation it would be kept private and secure. (The “Security Incident”). Plaintiffs allege that, as a result, their PII was listed for sale on the dark net, the purpose for which is to commit identity fraud or theft.

The parties attended a full day mediation session on April 21, 2021, before mediator Bennett G. Picker, Esq. in which the parties reached agreement on essential terms. Negotiations continued and the proposed resolution received preliminary approval by this Court on August 18, 2021 (ECF No. 63). The Settlement provides meaningful benefits to the Settlement Class Members (“Class Members”).¹

¹ Unless otherwise indicated, the defined terms herein shall have the same definition as set forth in the Settlement Agreement and Release dated June 23, 2021 (the “Settlement Agreement” or “SA”), filed on, June 24, 2021. ECF No. 61. The Settlement Class is composed of the following:
Nationwide Class: The approximately 22,989 individuals residing in the United States who were identified for notification by RadNet that their personal information was or may have been implicated in the Security Incident.
California Subclass: The 5,692 individuals residing in the State of California on July 18, 2020, who were identified for notification by RadNet that their personal information was or may have been implicated in the Security Incident.

1 The Settlement provides substantial monetary and other benefits to Class
2 Members. Through Class Counsel's efforts, a Settlement Fund of \$2,600,000 has been
3 created which will pay for: (1) all payments of valid claims from Class Members;
4 (2) the costs of claims administration; (3) attorneys' fees and costs and expenses to
5 be determined by the Court; and (4) Class Representative service awards (the
6 "Settlement"). See Settlement Agreement ("SA") (ECF No. 61, Ex. A), §§ 45, 51-56.
7 Class Members will have the option of claiming a five-year comprehensive credit
8 monitoring and identity theft restoration program, or in the alternative, a cash award
9 of \$125.00; will receive reimbursement for documented out of pocket expenses
10 reasonably traceable to the Security Incident and compensation for time spent for up
11 to 5 hours at \$25.00 per hour. California Subclass members may receive an alternative
12 cash payment of \$75.00. *Id.* Each of the cash payment amounts are subject to pro rata
13 adjustment based upon the number of valid claims asserted. *Id.* at § 70. If any funds
14 remain in the Settlement Fund after distribution to Class Members, the balance will
15 be distributed to a Non-Profit Residual Recipient to be selected by the Parties and
16 approved by the Court. *Id.* at § 66.

17 As a further benefit to the Class Members, RadNet has agreed to implement
18 and maintain substantial improvements in its security system for three years. These
19 important security enhancements include: 1) implementation of endpoint security
20 measures, including security applications, patching mechanisms, logging and
21 alerting; 2) restricting remote access to and between RadNet servers that are used to
22 store employee and job applicant PII, including appropriate geoblocking of malicious
23 traffic and segmenting systems through firewalls and access controls; 3) conduct a
24 recurring vulnerability scanning and implement remediation program for RadNet
25 servers used to store employee and job applicant PII; and 4) conducting internal
26 training and education to inform internal security personnel how to identify and
27 contain a breach when it occurs and what to do in response to a breach. SA, § 71.

1 For their efforts in achieving these results, Class Counsel seek an award of
 2 attorneys' fees of 25% of the Settlement Fund, or \$650,000, and reimbursement of
 3 their reasonable and necessary expenses totaling \$49,489.39. Additionally, Class
 4 Counsel also seek a service award of \$1,500 for each Representative Plaintiff in
 5 recognition of the time and effort they incurred and the risk they undertook in
 6 pursuing claims that benefited the Settlement Class. See SA, § 92.

7 As discussed below, the fee request is reasonable when considered under the
 8 applicable Ninth Circuit standards and is well within the normal range of awards in
 9 contingent-fee class actions in this Circuit. Under a lodestar calculation, the requested
 10 award of fees represents a negative multiplier of .66 applying Class Counsel's current
 11 and customary hourly rates. See Declaration of Gayle M. Blatt in Support of
 12 Plaintiffs' Motion for Approval of Attorneys' Fees Award, Expense Reimbursement,
 13 and Service Awards to Representative Plaintiffs ("Blatt Decl."), ¶ 53. The requested
 14 \$1,500 service award for each Representative Plaintiff is objectively reasonable for
 15 this type of action and should be approved.

16 **II. FACTUAL AND PROCEDURAL HISTORY**

17 RadNet is a provider of diagnostic imaging services in outpatient imaging
 18 centers across the United States. RadNet is based Los Angeles with over 332 imaging
 19 centers around the country, and roughly 7,000 current employees. First Amended
 20 Consolidated Complaint ("FAC"), (ECF No. 34), ¶ 8.

21 On or around July 18, 2020, an unknown third-party gained unauthorized
 22 access to a RadNet server that was used to store certain employee data. *Id.* ¶¶ 24-27.
 23 The PII implicated in the Security Incident may have included names, Social Security
 24 numbers, driver's license numbers, and additional data such as dates of birth,
 25 addresses, and passport numbers, of current and former employees and job applicants.
 26 *Id.* ¶¶ 24-27.

27 The original class action complaint was filed on October 19, 2020 (Case No.

2:20-cv-09553). Two additional class action complaints were filed (Case No. 2:20-cv-10180 and Case No. 2:20-cv-10328) and transferred to this Court. On January 8, 2021, Plaintiffs filed their Consolidated Class Action Complaint (ECF No. 19), and RadNet moved to dismiss and to compel arbitration (ECF Nos. 26 and 32). Plaintiffs filed their FAC on February 28, 2021 (ECF No. 34). RadNet again moved to dismiss and compel arbitration (ECF Nos. 38 and 39). On March 19, 2021, Plaintiffs filed their Motion for Class Certification (ECF No. 41). On April 6, 2021, Plaintiffs filed oppositions to RadNet's Motions to Dismiss and to Compel Arbitration (ECF Nos. 44 and 45.)

On March 17, 2021, the Court appointed Gayle M. Blatt of the firm Casey Gerry Schenk Francavilla Blatt & Penfield, LLP as Interim Lead Class Counsel (ECF No. 40). Since then, Ms. Blatt, along with John Yanchunis of Morgan & Morgan Complex Litigation Group, William B. Federman of Federman & Sherwood, and M. Anderson Berry of Clayco C. Arnold, A Professional Law Corp., were appointed herein as Settlement Class Counsel (collectively "Class Counsel"). Blatt Decl. ¶ 4. In addition, Robert S. Green, of Green and Noblin, has contributed time and effort to this matter on behalf of Plaintiffs and the Class.

A. Formal and Informal Discovery Leading to Mediation

Plaintiffs and RadNet (collectively, the "parties") engaged in both formal and informal discovery before engaging in mediation. Informally, the parties had ongoing written and oral communications to address the information and documents critical to a meaningful mediation, which RadNet provided. *Id.* ¶ 20. Plaintiffs also served RadNet with formal requests for admission, and for production of documents, and a Rule 30(b)(6) deposition notice. *Id.* ¶ 21. RadNet served Plaintiffs with requests for admission and for production of documents and interrogatories. *Id.* ¶ 22. Separately, Plaintiffs engaged a cybersecurity expert and an economist to opine on the impact of the breach, both of whom proved useful in supporting Plaintiffs' Motion for Class

1 Certification, and in informing Plaintiffs' Counsel in mediation. *Id.* ¶23. Plaintiffs'
2 cybersecurity expert was deposed by RadNet. *Id.* ¶ 24. Plaintiffs' economist's
3 deposition was set, but not taken, due to the parties' settlement. *Id.*

4 **B. Settlement Negotiations**

5 Prior to the mediation, Plaintiffs forwarded a detailed term sheet to RadNet,
6 setting forth a proposed settlement structure to guide negotiations. Blatt Decl. ¶ 26.
7 The parties then participated in two pre-mediation conferences with mediator Bennett
8 G. Picker, who has extensive experience in mediating data breach matters. *Id.* ¶ 27.
9 On April 21, 2021, after a full day of mediation with Mr. Picker and arm's-length
10 negotiations, the parties agreed to a majority of the settlement terms. *Id.* ¶ 28. Arm's-
11 length negotiations continued to address the remaining issues until agreement was
12 reached on all issues that comprise the Settlement Agreement. *Id.* ¶ 29.

13 **III. TERMS OF THE SETTLEMENT AGREEMENT**

14 The provisionally certified Nationwide Settlement Class is comprised of
15 22,989 individuals, including 5,692 members of the California Subclass who were
16 identified by RadNet for notification that their personal information was or may have
17 been implicated in the Security Incident. All named Plaintiffs represent the
18 Nationwide Class, and Plaintiffs Jose Contreras and Annabelle Gonzales, California
19 residents at all relevant times, represent the California Subclass, defined as above.

20 **C. Monetary, Injunctive and Other Settlement Benefits**

21 **1. Monetary Relief**

22 RadNet will create a non-reversionary Settlement Fund in the amount of
23 \$2,600,000.00 within forty-five (45) days of a preliminary approval order directing
24 class notice. (ECF No. 61, Ex. A) § 45. Among other things, it will be used to provide
25 the Settlement Class with the Monetary Settlement Benefits set forth below.
26
27
28

a. Cash Payment for Reimbursement of Out-of-Pocket Losses

For reimbursement of out-of-pocket losses, reimbursement of attested time, and alternative cash payments, Settlement Class Members may submit a claim for up to a maximum of \$15,000.00. SA, § 51.

“Out-of-Pocket” losses are unreimbursed costs or expenditures incurred by a Class Member that are fairly traceable to the Security Incident. These may include unreimbursed costs, expenses, incurred as a result of identity theft or fraud, costs related to freezing or unfreezing credit reports, obtaining credit monitoring after July 18, 2020, and the Notice Deadline and other miscellaneous expenses. SA, §§ 51-55.

Members of the California Subclass may seek relief under Cal. Civ. Code § 1798.150(a) for statutory damages in the amount of \$75.00 or reimbursement of Out-of-Pocket Losses, whichever is greater, but not both. SA, § 56.

b. Cash Payment for Reimbursement of Time

Settlement Class Members may submit a claim for reimbursement of up to five (5) hours, at \$25.00 per hour, for time spent addressing and remedying issues related to the Security Incident. SA, § 53.

c. Five Years of Identity Restoration Services

Settlement Class Members will be eligible to access Identity Guard’s Identity Restoration Services through its Total Plan for a period of up to five (5) years from the Effective Date of the settlement. SA, § 61. Any Settlement Class Member who did not elect to enroll in Identity Guard’s Total Plan, but who later has an identity event within the 5-year term, will be able enroll in Total Plan for the remainder of the 5-year term, and receive help to resolve the identity event issue. SA, § 61.

d. Five Years of Credit and Other Monitoring Services and Identity Theft Insurance

Each Settlement Class Member who submits a valid claim may elect to receive Identity Guard’s Total Plan, which includes five years of three-bureau credit

1 monitoring and additional services such as (a) dark net monitoring and alerts to
2 Members when their registered personal information such as Social Security, credit
3 card, financial account, health insurance or passport numbers are found on the dark
4 net; (b) bank account monitoring that alerts Members when new bank accounts are
5 opened in their name, personal information and/or account holder is changed on an
6 existing account; (c) high risk transaction monitoring that alerts Members when their
7 identity is used for transactions such as payday loans, wire transfer, and account
8 openings; and (d) safe browsing tools that provide that deliver proactive malware
9 protection. The Plan also provides up to \$1 million in identity theft insurance, and
10 help with fraud/identity theft resolution, and other features. The retail value of this
11 program of benefits is \$1,000.00 per individual. SA, § 58.

12 **e. Alternative Cash Payment**

13 In lieu of Credit Monitoring Services with Identity Theft Insurance, Class
14 Members can elect to receive a cash payment in the amount of \$125.00. SA, § 60.

15 **f. Pro Rata Distribution**

16 In the event claims made exceed the total amount of the Settlement Fund, all
17 claims will be reduced by a pro rata percentage across the categories; conversely, if
18 the claims made do not exhaust the total amount of the Settlement Fund, all monetary
19 Claims will be increased by a pro rata percentage until the Settlement Fund is fully
20 exhausted. SA, § 70.

21 **2. Injunctive Relief**

22 RadNet, having engaged a third-party cybersecurity consultant, has agreed to
23 adopt and implement certain business practices and remedial measures (“Business
24 Practice Commitments”) for a period of three years following the Effective Date of
25 the Settlement, including the following for the PII of its former and current employees
26 and job applicants: 1) endpoint protection, 2) restricted server access, 3) vulnerability
27 scanning and 4) a cybersecurity training and awareness program.

1 **3. Notice to Class and Administrative Costs**

2 Payment of all Notice and Administration of the settlement will be paid from
3 the Settlement Fund. SA, § 49. Notice has been timely disseminated and a reminder
4 notification to the Class will be provided. SA, § 74.

5 **4. Proposed Class Representative Service Awards**

6 Plaintiffs have been active Class Representatives. They investigated their
7 claims prior to retaining counsel, participated in numerous conversations with
8 counsel, answered many questions about themselves, their experiences at RadNet and
9 as a result of the Security Incident, reviewed the multiple complaints, prepared
10 answers to written discovery, provided documents responsive to discovery;
11 maintained regular communications with counsel to monitor the progress of the
12 litigation and conferred with Counsel regarding the terms of the Settlement
13 Agreement. SA, § 46.

14 **5. Attorneys' Fees, Costs and Expenses**

15 The parties addressed reasonable attorneys' fees, costs, and expenses only after
16 they reached an agreement on the material terms of the settlement on behalf of the
17 Class. Blatt Decl. ¶ 52; see *In re Nat'l Football League Players Concussion Inj. Litig.*,
18 821 F.3d 410, 445 (3d Cir. 2016), as amended (May 2, 2016) (noting that deferring
19 discussion of fees until after material settlement terms are agreed upon is a practice
20 routinely approved by courts). After the negotiation, RadNet agreed not to oppose
21 Class Counsel's request for a fee equal to 25% of the settlement fund, i.e.,
22 \$650,000.00. *Id.* Such a request is at the Ninth Circuit's 25% "benchmark"
23 percentage for such award. See, e.g., *In re Online DVD-Rental Antitrust Litig.*, 779
24 F.3d 934, 953 (9th Cir. 2015) (affirming 25% of total settlement fund fee award).

25 **IV. ARGUMENT**

26 **A. The Requested Award is Fair and Reasonable by Ninth Circuit**
27 **Standards**

28 Under the "common fund" or "common benefit" doctrine, "a lawyer who

1 recovers a common fund for the benefit of persons other than himself or his client is
2 entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van*
3 *Gemert*, 444 U.S. 472, 478 (1980). See also Rule 23(h) ("[i]n a certified class action,
4 the court may award reasonable attorney's fees and nontaxable costs that are
5 authorized by law or the parties' agreement."). This rule is equitable in nature and
6 "rests on the perception that persons who obtain the benefit of a lawsuit without
7 contributing to its cost are unjustly enriched at the successful litigant's expense."
8 *Boeing Co.*, 444 U.S. at 478. See also *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
9 Cir. 2003) ("the common fund doctrine permits the court to award attorneys' fees
10 from monetary payments that the prevailing party recovered").

11 Under Ninth Circuit law, the district court has discretion in common fund cases
12 to choose either the percentage-of-the-fund or the lodestar method. *In re Bluetooth*
13 *Headset Prod. Liab. Litig.*, 654 F.3d 935, 944 (9th Cir. 2011) (encouraging courts "to
14 guard against an unreasonable result by cross-checking their calculations against a
15 second method."). Where the percentage-of-recovery method is employed, it is well
16 established that 25% of the common fund is the "benchmark" award for attorney's
17 fees, and as the Ninth Circuit recently reiterated, any adjustment must be accompanied
18 by sufficient explanation of why the benchmark is unreasonable. *Reyes v. Experian*
19 *Info. Sols.*, No. 20-55909, 2021 U.S. App. LEXIS 10120, at *2 (9th Cir. Apr. 8,
20 2021) (reversing and remanding the district court's order lowering the fee award from
21 the requested 33% to 16.67% where a 35% fee award was deemed fair at preliminary
22 approval by the prior presiding judge and there was insufficient justification to depart
23 from the 25% benchmark). See also *Bluetooth Headset*, 654 F.3d at 942 ("[C]ourts
24 typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award,
25 providing adequate explanation in the record of any 'special circumstances' justifying
26 a departure."); *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301,
27 1311 (9th Cir. 1990) (same). Under the lodestar method, a "lodestar figure is

1 calculated by multiplying the number of hours the prevailing party reasonably
2 expended on the litigation (as supported by adequate documentation) by a reasonable
3 hourly rate for the region and for the experience of the lawyer.” *In re Bluetooth*, 654
4 F.3d at 941 (citing *Staton*, 327 F.3d at 965).

5 The Ninth Circuit has identified five factors that may inform the percentage of
6 fund analysis: (1) the results achieved; (2) the risk of litigation; (3) the skill required
7 and the quality of work; (4) the contingent nature of the fee and the financial burden
8 carried by the plaintiffs; and (5) awards made in similar cases. *Vizcaino v. Microsoft*
9 *Corp.*, 290 F.3d 1043, 1048-1050 (9th Cir. 2002). See also *In re Lenovo Adware*
10 *Litig.*, No. 15-md-02624-HSG, 2019 U.S. Dist. LEXIS 69797, at *33 (N.D. Cal. Apr.
11 24, 2019); *In re Nexus 6P Prods. Liab. Litig.*, No. 17-cv-02185-BLF, 2019 U.S. Dist.
12 LEXIS 197733, at *24 (N.D. Cal. Nov. 12, 2019).

13 Class Counsel respectfully submit that the requested fee award of 25% of the
14 Settlement Fund, or \$650,000, is reasonable under the percentage of recovery
15 methodology, and have provided the Court with sufficient detail herein to perform a
16 lodestar calculation crosscheck which further supports that finding. As set forth
17 below, the work Class Counsel has done here renders this fee award reasonable and
18 warranted.

19 **B. The Award Request is Supported by the Percentage-of-Recovery**
20 **Method**

21 The nature of this action warrants application of percentage-of-the-fund
22 approach, the principal and “prevailing practice in the Ninth Circuit,” to determine
23 the reasonableness of Class Counsel’s fee request. *Korean Air Lines Co., Ltd.*
24 *Antitrust Litig.*, No. CV 07-05107 SJO AGRX, 2013 U.S. Dist. LEXIS 186262, at *3
25 (C.D. Cal. Dec. 23, 2013). As courts recognize, this method “is commonly used in the
26 legal marketplace to determine attorneys’ fees in contingency fee cases.” *In re*
27 *Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 U.S. Dist. LEXIS
28 140137, at *83-84 (N.D. Cal. Aug. 17, 2018). Where the “benefit to the class is easily

1 quantified in common-fund settlements,” district courts may “award attorneys a
2 percentage of the common fund in lieu of the often more time-consuming task of
3 calculating the lodestar.” *Thomas v. MagnaChip Semiconductor Corp.*, No. 14-CV-
4 01160-JST, 2018 U.S. Dist. LEXIS 82801, at *10 (N.D. Cal. May 15, 2018) (citing
5 *In re Bluetooth*, 654 F.3d at 942).

6 Other considerations also command using the percentage approach here,
7 including (1) replicating more accurately the manner that plaintiffs’ lawyers practice
8 outside of the class action context, (2) ensuring that class counsel’s interests are more
9 directly aligned with the interests of the class, (3) rewarding counsel for assuming the
10 risks of litigating a matter, and (4) avoiding the trappings often associated with the
11 lodestar method, such as encouraging counsel to bill time and to find reasons to do
12 so. See *Tait v. BSH Home Appliances Corp.*, No. SACV10-0711 DOC (ANx), 2015
13 U.S. Dist. LEXIS 98546, at *34 (C.D. Cal. July 27, 2015); 5 Newberg on Class
14 Actions §§ 15:62, 15:65 (5th ed. 2018).

15 Class Counsel seeks an award of 25%, a percentage value directly on par with
16 the Ninth Circuit’s well-established benchmark of 25% and previous awards in data
17 breach cases. See *Reyes*, 2021 U.S. App. LEXIS 10120, at *2; *Vizcaino*, 290 F.3d at
18 1047 (affirming fee award based on 28% of \$95 million cash settlement fund, and
19 analyzing percentage-based fee awards between 1996 and 2001 in large common fund
20 cases); *In re Anthem*, 2018 U.S. Dist. LEXIS 140137, at *86. Moreover, this Court
21 held in its Preliminary Approval Order that, “[f]or the purposes of this motion [for
22 preliminary approval], the Court finds that class counsel’s request of fees is
23 reasonable, as it falls within the range of possible approval.” (ECF No. 63). As shown
24 below, this percentage is reasonable under the relevant factors, and falls in line with
25 the actual percentage fee awards in this District.

26 **1. The Results Achieved Here**

27 “The overall result and benefit to the class from the litigation is the most critical
28

1 factor in granting a fee award.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036,
2 1046 (N.D. Cal. 2008). It is readily apparent that there were substantial risks to
3 achieving a recovery had the Settlement not been reached at this point in the
4 proceedings, especially considering the Defendant’s pending motion to compel
5 arbitration and dismiss or stay the action, and Plaintiffs’ pending motion for class
6 certification. Additionally, the scarcity of direct precedent certifying data breach cases
7 as class actions created a substantial risk of achieving no recovery had the Settlement
8 not been reached.

9 This Settlement affords the class relief which meets the potential impact of the
10 Security Incident to Class Members—injunctive and monetary benefits carefully
11 negotiated by Class Counsel to achieve protection and compensation for the alleged
12 wrongs which form the basis of this action.

13 Class Members will have the opportunity to claim either \$125.00 or the five-
14 year comprehensive credit and other monitoring and identity restoration program, and
15 reimbursement for out-of-pocket expenses and reimbursement for time spent up to
16 \$15,000. The 5,692 California Subclass members are entitled to an alternative cash
17 payment of \$75.00, with all cash benefits subject to proration depending on the
18 number of claims.) SA, § 70. Based upon Class Counsel’s experience in similar
19 cases, it is likely that the Settlement Fund will be sufficient to pay all cash payment
20 awards to Settlement Class Members who file valid claims. The non-monetary
21 benefits serve to provide improved security for Class Members, whose PII remains in
22 Defendant’s possession. This is a fair and just outcome where the parties devoted
23 financial resources and time to addressing resolution to benefit Class Members. Class
24 Counsel believe this is an excellent result providing substantial benefit to the
25 Settlement Class, thus supporting the requested fee award.

26 **2. The Risks and Nature of the Litigation**

27 “The law in data breach litigation remains uncertain and the applicable legal
28

1 principles have continued to evolve....” *In re Equifax*, 2020 U.S. Dist. LEXIS
2 118209, at *240. In this case, the parties briefed Defendant’s motion to compel
3 arbitration and dismiss or stay the action, and Plaintiffs filed their motion for class
4 certification, but the parties settled the case before those motions were decided by the
5 Court. Each of those issues presents a high-stakes endeavor, inherently fraught with
6 risks and bearing enormous consequences, especially in the nascent legal landscape
7 of data breach litigation. All cases, including this one, are subject to substantial risk.
8 This case involves tens of thousands of individuals, and a complicated and technical
9 factual overlay lodged against a motivated defendant. The damages methodologies,
10 while theoretically sound in Plaintiffs’ view, remain untested in a disputed class
11 certification setting and unproven in front of a jury. And—as in any data breach, but
12 especially one of this scope—establishing causation and damages on a class-wide
13 basis is an unexplored legal frontier rife with uncertainty.

14 Although nearly all class actions involve a high level of risk, expense, and
15 complexity—undergirding the strong judicial policy favoring amicable resolutions,
16 *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998)—this is a
17 complex class in an especially risky area. Historically, data breach cases have faced
18 substantial hurdles in making it past the pleading stage. See, e.g., *Antman v. Uber*
19 *Techs., Inc.*, No. 3:15-cv-01175, 2015 U.S. Dist. LEXIS 141945, at *29 (N.D. Cal.
20 Oct. 19, 2015) (holding that the risk that plaintiff’s identity could be stolen was
21 insufficient to confer standing based on a data breach exposing plaintiff’s name and
22 driver’s license number); *In re Sony Gaming Networks & Customer Data Sec. Breach*
23 *Litig.*, 903 F. Supp. 2d 942, 966 (S.D. Cal. 2012) (loss of personal information and
24 allegations of a heightened risk of identity theft, without more, calls standing into
25 question); *Hammond v. Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060 (RMB), 2010
26 U.S. Dist. LEXIS 71996, at *2-4 (S.D.N.Y. June 25, 2010) (collecting cases and
27 noting that “every court to [analyze data breach cases] has ultimately dismissed under

1 Rule 12(b)(6) . . . or under Rule 56 following the submission of a motion for summary
2 judgment”). *See also In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*,
3 No. 3:08-MD-01998, 2010 U.S. Dist. LEXIS 87409, at *25-26 (W.D. Ky. Aug. 23,
4 2010) (approving a data breach settlement in part because “proceeding through the
5 litigation process in this case is unlikely to produce the plaintiffs’ desired results”).

6 Success at class certification has also been mostly nonexistent in these cases.²
7 Even if this Court had granted in full Plaintiffs’ motion for class certification, the
8 inherent risks attendant to trying a data breach class action would have only magnified
9 the difficult legal questions at issue here. *See, e.g., In re Anthem*, 2018 U.S. Dist.
10 LEXIS 140137, at *107 (“[C]lass certification was not guaranteed, in part because
11 Plaintiffs had a scarcity of precedent to draw on.”); *In re Equifax*, 2020 U.S. Dist.
12 LEXIS 118209, at *191. Although Plaintiffs believe they would have prevailed in this
13 action, a defense verdict was possible. By settling and paying Class Members now,
14 practical remedies that have been absent become imminently available. Even if
15 Plaintiffs achieved a successful judgment, relief to Class Members could be
16 forestalled for years following the exhaustion of appeals.

17 **3. The Skill Required to Prosecute this Action Effectively**

18 Class Counsel’s skill and experience in complex class action litigation also
19 favor the requested fee award here. *See*, Blatt Decl. and Exhs. A-D. Class Counsel’s
20 fee request is commensurate with that experience, which they were able to leverage
21 to procure the settlement. The skill demonstrated by Class Counsel in developing the
22 Complaints, opposing Defendant’s motions to compel arbitration and dismiss the

23 ² *See Adkins v. Facebook, Inc.*, No. C 18-05982 WHA, 2019 U.S. Dist. LEXIS
24 206271, *691 (N.D. Cal. Nov. 26, 2019) (granting motion to certify injunctive-only
25 class, but denying motion to certify damages and issues classes in data breach class
26 action); *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21
27 (D. Me. 2013) (denying class certification in data breach action); *In re TJX*
28 *Companies Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (same).
Compare In re Brinker Data Incident Litig., No. 3:18-cv-686-TJC-MCR, 2021 U.S.
Dist. LEXIS 71965, at *40 (M.D. Fla. Apr. 14, 2021) (“The Court acknowledges it
may be the first to certify a Rule 23(b)(3) class involving individual consumers
complaining of a data breach involving payment cards....”)

1 action, moving for class certification, mediating the case and settling the action further
2 support the fees requested. *See Vizcaino*, 290 F.3d at 1050, n.5.

3 Class Counsel were also equal to the experience and skill of the lawyers
4 representing RadNet, a factor to be considered here. *See In re Am. Apparel, Inc.*
5 *S'holder Litig.*, No. CV 10-06352 MMM (JCGx) 2014 U.S. Dist. LEXIS 184548, at
6 *72 (C.D. Cal. July 28, 2014) (“In addition to the difficulty of the legal and factual
7 issues raised, the court should also consider the quality of opposing counsel as a
8 measure of the skill required to litigate the case successfully.”) (citing *Wing v. Asarco*
9 *Inc.*, 114 F.3d 986, 989 (9th Cir. 1997)). Defendant was represented in this case by a
10 national, highly respected law firm (Perkins Coie LLP) with significant resources and
11 substantial experience defending consumer class actions. This factor, therefore,
12 weighs in favor of the requested fee award.

13 **4. Awards in Similar Cases**

14 The requested fee percentage of 25% is reasonable when compared to reported
15 data breach class action fee orders within the Ninth Circuit. *See In re Anthem*, 2018
16 U.S. Dist. LEXIS 140137, at *119-20 (awarding \$31.05 million in attorneys’ fees or
17 “27% [of the] \$115 million Settlement Fund.”); *In re LinkedIn User Priv. Litig.*, 309
18 F.R.D. 573, 591 (N.D. Cal. 2015) (awarding attorneys’ fees of 25% of the settlement
19 fund, or \$312,500).

20 **C. The Fee Request Is Reasonable Under the Lodestar Cross-Check**

21 Where the use of lodestar method is used as a cross-check, it can be performed
22 with a less exhaustive review and analysis of hours. *In re Capacitors Antitrust Litig.*,
23 No. 3:17-md-02801-JD, 2018 U.S. Dist. LEXIS 169764, at *52 (N.D. Cal. Sept. 21,
24 2018) (the cross-check does not require “mathematical precision nor bean-
25 counting”) (citation omitted); *In re Toys R Us-Delaware, Inc.—Fair & Accurate*
26 *Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 460 (C.D. Cal. 2014) (“In
27 cases where courts apply the percentage method to calculate fees, they should use a

1 rough calculation of the lodestar as a cross-check to assess the reasonableness of the
2 percentage award.”). Courts apply similar factors to those under the percentage of
3 recovery method to support awards under the lodestar calculation. *Perez v. Rash*
4 *Curtis & Assocs.*, 2020 U.S. Dist. LEXIS 68161, at *61-62 (N.D. Cal. April 17,
5 2020) (citations and marks omitted) (factors include: “(i) the quality of the
6 representation; (ii) the benefit obtained for the class; (iii) the complexity and novelty
7 of the issues presented; and (iv) the risk of nonpayment.”).

8 As set forth above, each of these factors weigh heavily in favor of the
9 conclusion that the fee request of \$650,000 (below lodestar) is reasonable,
10 particularly given that Class Counsel collectively expended over 1447.20 hours in
11 prosecuting this action with a total lodestar of \$981,231.40, resulting in a negative
12 .66 multiplier when applying Class Counsel’s usual and customary rates. See Blatt
13 Decl. ¶¶ 48-49, 53; Declaration of John Yanchunis (“Ex. A”) ¶ 16; Declaration of
14 William B. Federman (“Ex. B”) ¶ 8; Declaration of M. Anderson Berry (“Ex. C”)
15 ¶ 18; and Declaration of Robert S. Green (“Ex. D”) ¶ 3. *See also In e Flag Telecom*
16 *Holdings, Ltd. Sec. Litig.*, No. 02-cv-3400 (CM), 2010 U.S. Dist. LEXIS 119702, at
17 *77 (S.D.N.Y. Nov. 8, 2010) (“Lead Counsel’s request for a percentage fee
18 representing a significant discount from their lodestar provides additional support for
19 the reasonableness of the fee request.”).³

20 Moreover, in assessing fee applications, the reasonable hourly rates are
21 calculated according to the prevailing market rates in the relevant legal community.
22 *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1205 (9th Cir. 2013). Here, the hourly

23 ³ Indeed, as the Ninth Circuit has recognized, attorneys in common fund cases
24 are frequently awarded a multiple of their lodestar, which rewards them “for taking
25 the risk of nonpayment by paying them a premium over their normal hourly rates for
26 winning contingency cases.” *Vizcaino*, 290 F.3d at 1051. It is common for courts to
27 enhance the lodestar in complex litigation by multipliers between 3 and 4.5, and
28 many courts have awarded higher multipliers. *See, e.g., Id.* at 1051 n.6 (finding
multiples ranged as high as 19.6, but most from 1 to 4).

1 rates for Class Counsel are reasonable for the community and comparable to similar
2 services by lawyers of reasonably comparable skill, experience, and reputation. See
3 *In re Equifax*, 2020 U.S. Dist. LEXIS 118209, *259 (finding as reasonable attorneys
4 rates ranging up to \$935 per hour). Indeed, Class Counsel have been approved at the
5 billing rates they seek in this case. See, e.g., *DeFrees v. Kirkland*, No. CV 11-4272
6 GAF (SPx), 2014 U.S. Dist. LEXIS 157320, at *2 (C.D. Cal. Nov. 4, 2014) (“the
7 Court finds the fees and costs appear to be reasonable”); *Carter v. Hot Topic, Inc.*,
8 No. 2:13-cv-04153-SJO (JCx), slip op., ECF No. 9 (C.D. Cal. Apr. 13, 2016)
9 (awarding requested fees).

10 The hours expended are also reasonable. To date, Class Counsel have
11 expended over 1,400 hours litigating this matter to the benefit of the Class. Blatt
12 Decl., ¶ 45. This time included investigating and bringing this case upon the
13 announcement of the Security Incident; speaking with and interviewing class
14 members and the named plaintiffs; preparing and amending complaints; conducting
15 formal and informal discovery; preparing for and attending mediation; opposing
16 motions to compel arbitration and to dismiss or stay the action; moving for class
17 certification; obtaining post-mediation information; negotiating a complex
18 Settlement Agreement; soliciting bids from claims administrators; moving for and
19 successfully obtaining preliminary approval; working in concert with the Settlement
20 Administrator; monitoring the Notice Program and claims administration; and
21 preparing this Motion; and attending a scheduling conference in person. Blatt Decl.,
22 ¶ 50.

23 Finally, Class Counsel took this case on a pure contingency basis. The
24 attorneys working on the case have foregone the ability to devote time to other cases
25 and faced a substantial risk that the litigation would yield no or very little recovery
26 and leave them uncompensated for their time and out-of-pocket expenses. Given the
27 fact that few contested classes have been certified in data breach class actions, there
28

1 can be no question that the risk of nonpayment was substantial. While Plaintiffs may
2 have succeeded at the trial court level in defeating Defendant's motion to compel and
3 to dismiss, defeating a putative motion for summary judgment, and certifying a
4 damages-based class, the passage of time and delay in delivering benefits to Class
5 Members would have been protracted, and any appellate processes would have
6 further prolonged the delivery of those benefits. No stage of the proceedings is
7 guaranteed, and with the highlighted hurdles of overcoming the motion to dismiss
8 and achieving contested certification in this case, it is clear that Class Members may
9 not have recovered any monetary benefits, and the Class Members' PII in RadNet's
10 possession may have continued to be at risk without this litigation.

11 In addition, Class Counsel's responsibility for this case is far from over. Class
12 Counsel necessarily must continue to work with the Settlement Administrator,
13 review and respond to any objections, move for final approval, handle any appeals,
14 and oversee the final administration of benefits to Class Members. Given the
15 foregoing, Class Counsel's fee request of \$650,000 is eminently reasonable.

16 **D. Class Counsel's Reasonable Expenses Should Be Reimbursed**

17 "Reasonable costs and expenses incurred by an attorney who creates or
18 preserves a common fund are reimbursed proportionately by those class members
19 who benefit by the settlement." *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp.
20 1362, 1366 (N.D. Cal. 1996) (citation omitted). Such expense awards comport with
21 the notion that the district court may "spread the costs of the litigation among the
22 recipients of the common benefit." *Wininger v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121
23 (9th Cir. 2002).

24 Class Counsel have incurred expenses in the prosecution of this Action in the
25 total amount of \$49,489.39. Blatt Decl., ¶ 51. Class Counsel provide a summary of
26 the unreimbursed expenses necessarily incurred by counsel in this case. Blatt Decl.,
27 ¶ 57; Ex. A, ¶18; Ex. B, ¶12; Ex. C, ¶20; Ex. D, ¶4. For example, Class Counsel seek

1 reimbursement for filing fees, service of process, legal research, travel, photocopying
2 and mediation fees. These are standard expenses incurred in prosecuting a civil
3 lawsuit and are the type of expenses typically billed by attorneys to paying clients in
4 the marketplace. As with the lodestar, all expenses were carefully scrutinized. *Id.*

5 “Expenses such as reimbursement for travel, meals, lodging, photocopying,
6 long-distance telephone calls, computer legal research, postage, courier service,
7 mediation, exhibits, documents scanning, and visual equipment are typically
8 recoverable.” *Metrow v. Liberty Mut. Managed Care LLC*, No. EDCV 16-01133
9 JGB (KKx), 2018 U.S. Dist. LEXIS 100835, at *34 (C.D. Cal. June 14,
10 2018) (awarding expenses for “travel, transcripts and expert witness fees”) (citation
11 omitted). Such expenses are in line with those approved by courts in this District
12 because they are the type “that would typically be billed to paying clients in non-
13 contingency matters.” *Sudunagunta v. NantKwest, Inc.*, No. CV 16-1947-MWF
14 (JEMx), 2019 U.S. Dist. LEXIS 81337 at *18-19 (C.D. Cal. May 13, 2019) (finding
15 recovery of expenses relating “to necessary travel, filing and service fees, document
16 storage and maintenance fees, printing fees, and other similar costs” appropriate from
17 the settlement fund) (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). The
18 request for litigation costs and expenses is similarly reasonable here.

19 **E. Request for Plaintiff Service Awards**

20 Service awards are “intended to compensate class representatives for work
21 undertaken on behalf of a class” and “are fairly typical in class action cases.” *In re*
22 *Online DVD-Rental Antitrust Litigation*, 779 F.3d at 943 (internal quotation marks
23 and citation omitted). Service awards of as much as \$5,000 for each plaintiff have
24 been found “presumptively reasonable” by this Court, and throughout the Ninth
25 Circuit. *See e.g., Pauley v. Cf Entm’t*, No. 2:13-CV-08011-RGK-CW, 2020 U.S.
26 Dist. LEXIS 187614, at *9 (C.D. Cal. July 23, 2020) (Klausner, J.). This Court
27 already held in its Preliminary Approval Order that a service award of \$1,500 for

1 each plaintiff “appears to be fair.” ECF No. 63.

2 The Court should approve modest service awards here of \$1,500 to each of the
3 seven Representative Plaintiffs. As described in their declarations, the Representative
4 Plaintiffs spent considerable time throughout the litigation fulfilling their
5 responsibilities as plaintiffs and class representatives. See Declarations of Plaintiffs
6 Noreen Pfeiffer (“Ex. E”) ¶¶ 9-12, Susan Wright (“Ex. F”) ¶¶ 9-12, Jose Contreras
7 (“Ex. G”) ¶¶ 9-12, Kelly Lancaster (“Ex. H”) ¶¶ 8-11, Annabelle Gonzales (“Ex. I”) ¶¶
8 ¶¶ 8-11, Donna Horowitz (“Ex. J”) ¶¶ 7-10, and Debra Palmer (“Ex. K”) ¶¶ 7-10.
9 The amounts requested here are below this Court’s prior application of the Ninth
10 Circuit’s benchmark. *See Pauley*, 2020 U.S. Dist. LEXIS 187614, at *11 (finding
11 \$5,000 to each class representative an appropriate award for their role in the litigation
12 where the gross settlement amount was \$275,000) (citing *In re Online DVD-Rental*,
13 779 F.3d at 947 (finding \$5,000 reasonable)).

14 **V. CONCLUSION**

15 For all of the foregoing reasons, Plaintiffs respectfully request that the Court
16 grant the instant motion for entry of an Order approving Class Counsel’s request for:
17 (i) an attorneys’ fees award in the amount of 25% of the Settlement Fund, or
18 \$650,000; (ii) reimbursement of \$49,489.39 in expenses; and (iii) payment of
19 incentive awards of \$1,500 to each of the Representative Plaintiffs.

20 Dated: October 14, 2021 Respectfully submitted,
21 CASEY GERRY SCHENK
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Exhibit A

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8 *Interim Lead Class Counsel*

9 *Additional Counsel on Signature Page*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 NOREEN PFEIFFER, *et al.*, on
14 behalf of themselves and all others
15 similarly situated,

16 Plaintiffs,

17 v.

18 RADNET, INC., a Delaware
19 corporation,

20 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**Declaration of John A. Yanchunis in
Support of Plaintiffs' Unopposed
Motion for Approval of Attorneys' Fees
Award, Expense Reimbursement, and
Service Awards to Representative
Plaintiffs**

Date: February 7, 2022

Time: 9:00 am

Crtrm: 850, 8th Floor

1 I, John A. Yanchunis, pursuant to 28 U.S.C. § 1746, declare as follows:

2 1. I am one of the attorneys representing Plaintiffs in this case. I submit
3 this declaration in support of Plaintiffs' Unopposed Motion for Attorney's Fees,
4 Costs, and Expenses and Service Award. The facts herein stated are true, of my
5 own personal knowledge, and if called to testify to such facts, I could and would
6 do so competently.
7

8
9 2. I have been licensed to practice law in the state of Florida since 1981.

10 3. I began the practice of law following the completion of a two-year
11 clerkship with the Honorable Carl O. Bue, Jr., United States District Judge,
12 Southern District of Texas, Houston Division. The vast majority of my practice,
13 spanning more than 38 years, has concentrated on complex litigation, including
14 consumer class actions for over 20 of those years. I have represented consumers
15 in class action cases, including before this Court as co-lead counsel with Tod
16 Aronovitz in the successful prosecution and settlement of two of the largest class
17 action cases in the United States: *Fresco v. Automotive Directions, Inc.*, No. 03-
18 61063-JEM, and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). My role
19 as lead counsel in these cases is particularly noteworthy as these cases were filed
20 against the world's largest data and information brokers, including Experian, R.L.
21 Polk, Acxiom, Reed Elsevier (which owns Lexis/Nexis), and other companies to
22 protect the important privacy rights of consumers.
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1 4. I presently serve and have served in the past as lead, co-lead, or class
2 counsel in numerous class actions across the country in a wide variety of areas
3 affecting consumers, including, but not limited to, antitrust, defective products, life
4 insurance, annuities and unfair and deceptive acts and practices. I also serve as lead
5 counsel or co-lead counsel in several multi-district class cases in federal courts
6 across the United States, including one involving 194 million U.S. and 270,000
7 Israeli users of Yahoo's services (which recently achieved final approval)¹ as well
8 as the data breach involving Capital One, which impacted the information of nearly
9 100 million individuals.
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13 5. As a result of my experience in litigation against the insurance
14 industry, including class litigation, I served as lead counsel for the insurance
15 regulators for the state of Florida in connection with their investigations of a
16 number of insurance companies and brokers regarding allegations of price fixing,
17 bid rigging, undisclosed compensation and other related conduct, and negotiated a
18 number of settlements with insurance companies and brokers who were the subject
19 of those investigations. These investigations resulted in the recovery of millions of
20 dollars for Florida policyholders and the implementation of changes to the way
21 insurance is sold in Florida and throughout the United States.
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27 ¹ See *In re: Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-MD-02752-LHK, 2020 WL
28 4212811 (N.D. Cal. July 22, 2020).

1 6. I also have significant trial experience and over the years I have tried
2 many cases. One case in particular, an insurance coverage case filed in 1991 by
3 The Celotex Corporation and its subsidiary, Carey Canada, Inc., where, during the
4 17 years that case was pending, I was lead trial counsel for seven of the 42 insurance
5 companies sued at the inception of the case. While five of those seven insurance
6 companies settled at various times in the case, two of my insurance company clients
7 did not settle and eventually prevailed at trial. The case was tried in three phases
8 and took almost 200 trial days over several years. I continued to represent and
9 successfully defended those clients through appeals.

10 7. My work on this matter includes: investigating the cause and effects
11 of RadNet's data breach, interviewing potential clients, evaluating the potential
12 class representatives, contributing to the evaluation of the merits of the case before
13 filing the Complaints, legal research, drafting and revising the Complaints, revising
14 motions, contributing to the selection of a mediator, drafting and revising mediation
15 briefs, preparing for and attending the all-day mediation, revising settlement
16 documents, including the agreement, its exhibits, and the motion for preliminary
17 approval, reviewing and revising Plaintiffs' motion for class certification,
18 communicating with claims administrators for services, and handling questions
19 from our class representatives. I provided assistance while being mindful to avoid
20 duplicative efforts.

21 8. Ryan J. McGee, an attorney who works at Morgan & Morgan and has
22 worked with me on numerous nationwide consumer privacy oriented class actions,
23 assisted me in this matter with respect to: legal research, drafting and revising the
24 Complaints, revising motions, drafting and revising mediation briefs, preparing for
25 and attending the all-day mediation, drafting and revising the settlement agreement
26 and attached exhibits, and the motion for class certification, and communicating
27
28

1 with claims administrators for services. He provided assistance while being
2 mindful to avoid duplicative efforts.

3 9. Jennifer Cabezas is a paralegal at Morgan & Morgan, working
4 exclusively for me under my direct supervision. She assisted me in this matter with
5 respect to: investigating the cause and effects of Radnet's data breach, researching
6 Radnet's operations and background, communicating with the class representatives
7 regarding document preservation, document production and other issues, and
8 handling myriad administrative tasks including calendaring and payments to the
9 mediator. She provided assistance while being mindful to avoid duplicative efforts.

10 10. The hourly rates of the professionals in my practice group at Morgan
11 & Morgan reflect our experience. The rates of \$950 per hour for me, \$742 for Mr.
12 McGee, and \$202 for Ms. Cabezas are commensurate with hourly rates charged by
13 our contemporaries in California.

14 11. The hourly rates of the professionals in my firm, including my own,
15 reflect experience and accomplishments in the area of class litigation. The rate of
16 \$950 per hour which I charge for my time is commensurate with hourly rates
17 charged by my contemporaries around the country, including those rates charged
18 by lawyers with my level of experience who practice in the area of class litigation
19 across the nation. Prior to submitting the motion for attorneys' fees, costs and
20 expenses, I compared and confirmed the hourly rate of the professionals in my firm
21 with lawyers at other law firms whose practice is focused on class litigation.
22 Moreover, as I have been retained as an expert on attorneys' fees in other class
23 cases, and as part of my legal education, I routinely survey hourly rates charged by
24 lawyers around the country in published surveys, and review continuously as part
25 of my continuing education, opinions rendered by courts on attorneys' fee requests.
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12. The billable rates charged by the attorneys and other professionals in my law firm, for non-document review work, as set forth herein have been approved by other federal and state courts as follows:

- a. *In re: Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020) (approving as reasonable rates of class counsel, which included \$900 for John Yanchunis, and \$550 for Messrs. Barthle and Cohen, and finding as reasonable: “billing rates for partners range from about \$450 to \$900, depending on seniority level,” “billing rates for non-partner attorneys, including of counsel, associates, and staff/project attorneys, range from about \$160 to \$850, with most under \$500,” and “billing rates for paralegals range from \$50 to \$380”)
- b. *In re: Equifax Inc. Customer Data Security Breach Litigation*, Case No 1:17-md-02800-TWT, ECF 956 at 105 (N.D. Ga. Jan. 13, 2020), (approving as reasonable rates of class counsel, which included \$950 for John Yanchunis, and approving rates ranging from \$750 - \$1050 for lead counsel).
- c. *Walters v. Kimpton Hotel & Restaurant*, No. 3:16-cv-05387, ECF 117 (N.D. Cal. July 11, 2019), *id.*, ECF 113-1 (May 8, 2019) (identifying Morgan and Morgan rates of \$864-950 for partners, \$450-636 for associates, \$196 for paralegals, and \$300 for investigators);
- d. *Finerman v. Marriott Ownership Resorts, Inc.*, No. 3:14-cv-01154, ECF 222 (M.D. Fla. Aug. 15, 2018); *id.*, ECF 222 (May 7, 2018) (identifying Morgan and Morgan rates of \$950 for John Yanchunis, \$450-864 for associates, \$196 for paralegals, and \$300 for investigators);
- e. *Sanborn v. Nissan N. Am., Inc.*, No. 0:14-cv-62567, ECF 200 at 3 (S.D. Fla. Jan. 6, 2017); *id.*, ECF 195-3 at 4 (Oct. 14, 2016) (identifying Morgan and Morgan rates of \$950 for John Yanchunis, \$450 for associate); and,
- f. *Dyer v. Wells Fargo Bank, N.A.*, No. 3:13-cv-02858, ECF 51 at 10 (N.D. Cal. Oct. 22, 2014); *id.*, ECF 43-1 (July 11, 2014) (identifying

1 Morgan and Morgan rates of \$900 for John Yanchunis, \$550 for
2 associate).

3 13. The lawyers and other professional staff of my firm maintain and
4 record their respective time and the specific services they perform
5 contemporaneously in a computerized system. Based upon the records in this
6 system, my firm's lodestar is in excess of 126 hours as of October 11, 2021,
7 amounts to \$100,867.60 in lodestar. Additional time will be spent to prepare the
8 motion for final approval and respond to any objections, to prepare for and attend
9 the fairness hearing and obtain final approval, to defend any appeals taken from the
10 final judgment approving settlement, and ensure that the distribution of settlement
11 proceeds to class members is done in a timely manner in accordance with the terms
12 of the settlement. Throughout this action, we have been challenged by highly
13 experienced and skilled counsel who deployed very substantial resources on
14 Defendant's behalf.

15 14. Additional time will be spent to respond to any objections, draft and
16 revise briefs, including the motion for final approval, prepare for and attend the
17 fairness hearing and obtain final approval, communicate with defense counsel and
18 the class administrator, and to assist with any appeal.

19 15. I assert that the attorneys' fees sought for Morgan & Morgan personnel
20 in the motion for attorneys' fees are reasonable, and my firm seeks fair and
21 reasonable compensation for undertaking this case on a contingency basis and for
22 obtaining the relief for Plaintiffs and the Class.

23 16. The chart below reflects the amount of time spent by members of
24 Morgan & Morgan in the investigation and prosecution of this case through
25 October 7, 2021:

MORGAN & MORGAN COMPLEX LITIGATION GROUP			
Name	Hourly Rate	Hours Billed	Total
John Yanchunis, Lead Partner	\$950	36.8	\$34,960.00
Jean Sutton Martin	\$894	0.3	\$268.20

Ryan J. McGee	\$742	88.0	\$65,296.00
Jennifer Cabezas, Paralegal	\$202	1.7	\$343.40
Total		126.80	\$100,867.60

17. We expended a significant amount of time litigating this matter and securing the Settlement. The expenditure of time on this case precluded our employment on other cases. We took meaningful steps to ensure the efficiency of our work and to avoid duplicating efforts. I expect to maintain a high level of oversight and involvement, along with co-counsel, as the case continues, and anticipate incurring significant additional lodestar.

18. Morgan & Morgan's costs and expenses, totaling \$2,939.24, are detailed below. I assert they are reasonable, that they were derived from a computerized database maintained by individuals in the accounting office of my firm and checked for accuracy.

Description	Subtotals	Totals Per Category
Court Fees		\$1,000.00
PHV Filing Fee for John A. Yanchunis	\$500.00	
PHV Filing Fee for Ryan J. McGee	\$500.00	
Professional Services		\$1,908.20
Arnold Law Firm – Expert Reimbursement Fee	\$1,250.00	
Arnold Law Firm – Expert Reimbursement Fee	\$633.50	
PACER	\$24.70	
Additional Expenses		\$31.04
Meals – Mediation	\$31.04	
	Total	\$2,939.24

1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct. Executed this 14th day of October
3 2021 at Tampa, Florida.

4
5 
6 John A. Yanchunis, Esq.

7 John Yanchunis (Admitted *Pro Hac Vice*)
8 Ryan McGee (Admitted *Pro Hac Vice*)
9 **MORGAN & MORGAN**
10 **COMPLEX LITIGATION GROUP**
11 201 N. Franklin St., 7th Floor
12 Tampa, FL 33602
13 Tel: (813) 559-4908
14 Fax: (813) 223-5402
15 jyanchunis@ForThePeople.com
16 rmcgee@ForThePeople.com

17 M. Anderson Berry (SBN 262879)
18 **CLAYEO C. ARNOLD,**
19 **A PROFESSIONAL LAW CORP.**
20 865 Howe Avenue
21 Sacramento, CA 95825
22 Tel: (916) 777-7777
23 Fax: (916) 924-1829
24 aberry@justice4you.com

25 William Federman (Admitted *Pro Hac*
26 *Vice*)
27 **FEDERMAN & SHERWOOD**
28 10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
-and-
212 W. Spring Valley Road
Richardson, TX 75081
Tel: (405) 235-1560
Fax: (405) 239-2112
wbf@federmanlaw.com

Robert S. Green
GREEN & NOBLIN, P.C.
2200 Larkspur Landing Circle, Suite 101
Larkspur, CA 94939
Tel: (415) 477-6700
Fax: (415) 477-6710
gnecf@classcounsel.com

Exhibit B

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOREEN PFEIFFER, JOSE
CONTRERAS, SUSAN WRIGHT
ANNABELLE GONZALES, DONNA
HOROWITZ, KELLY LANCASTER,
and DEBRA PALMER, on behalf of
themselves and all other persons
similarly situated,

Plaintiffs,

v.

RADNET, INC., a Delaware
corporation,

Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

**DECLARATION OF WILLIAM B.
FEDERMAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED
MOTION FOR ATTORNEYS'
FEES AND EXPENSES**

Judge: Hon. R. Gary Klausner

1 1. I am the founder of Federman & Sherwood and member of the law firm
2 Federman & Sherwood (“Settlement Counsel”) and Settlement Counsel for Plaintiffs
3 Noreen Pfeiffer, Jose Contreras, Susan Wright Annabelle Gonzales, Donna Horowitz,
4 Kelly Lancaster, and Debra Palmer (“Plaintiffs”) and the Class. I am a member of
5 the Bars of the States of Texas, New York, and Oklahoma, as well as numerous
6 United States District Courts and Courts of Appeals. I am admitted *pro hac vice* in
7 this action. I submit this Declaration in Support of Plaintiffs’ Unopposed Motion
8 for Attorneys’ Fees and Expenses.

9 2. The information in this declaration regarding the time and expenses
10 devoted to the prosecution of this litigation are taken from reports and supporting
11 documentation prepared and/or maintained by Federman & Sherwood in the ordinary
12 course of business.

13 3. I am the attorney who oversaw and/or conducted the day-to-day
14 activities in this litigation for Federman & Sherwood, and I reviewed these materials
15 (and backup documentation where necessary or appropriate) in connection with the
16 preparation of this declaration. The purpose of these reviews was to confirm the
17 accuracy of the entries as well as the necessity for, and reasonableness of, the time
18 and expenses committed to the litigation.

19 4. I believe that the time reflected in Federman & Sherwood’s lodestar
20 calculation and the expenses for which payment is sought as set forth in this declaration
21 are reasonable in amount and were necessary for the effective and efficient prosecution
22 and resolution of the litigation. In addition, I believe that the fees and expenses are all
23 of a type that would normally be charged to a fee-paying client in the private legal
24 marketplace.

25 5. Federman & Sherwood, as Settlement Class Counsel, was part of the
26 litigation and prosecution of this action. Among other responsibilities, Settlement
27 Counsel: conducted a comprehensive pre-filing investigation, reviewing different
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1 publicly available sources for information on the RadNet, Inc. (“RadNet” or
2 “Defendant”) data breach and its causes, and researching potential statutory claims
3 Plaintiffs could bring on behalf of themselves and similarly situated persons; drafted
4 FOIA requests to various states regarding the data breach; drafted a motion for
5 consolidation; drafted and responded to applications for Plaintiffs’ counsel leadership;
6 drafted a detailed complaint and assisted in drafting the consolidated complaint;
7 participated in drafting a response to RadNet’s motion to compel arbitration; hired
8 experts to conduct a dark web scan and prepare report; participated in the drafting and
9 exchange of informal discovery requests; participated in drafting the Fed. R. Civ. P.
10 30(b)(6) Notice of Deposition for RadNet’s corporate representative; prepared expert
11 witness for deposition; prepared for and defended deposition of one of Plaintiffs’
12 experts; drafted and filed Plaintiffs’ motion for class certification; participated in
13 negotiations with counsel for RadNet regarding a possible resolution to the action,
14 including the preparation of arguments, information, and research that supported
15 Plaintiffs’ claims and the consideration of arguments, information, and research
16 presented by Defendant in support of its defenses, including participating in
17 mediation; communicated with Plaintiff Kelly Lancaster and Class Members
18 throughout the Action regarding the status of the litigation and to secure their
19 approval and insight where necessary; prepared and discussed multiple versions of
20 settlement terms before ultimately reaching agreement with Defendant on a settlement
21 in principle; coordinated with Defendant’s counsel and prepared mutually agreeable
22 settlement papers, including the Settlement Agreement, claim form, and proposed
23 preliminary approval order; worked with Defendant’s counsel to select a
24 knowledgeable claims administrator for the settlement; prepared and filed in support
25 of the motion for preliminary approval of the Settlement; assisted in answering
26 questions from Class Members regarding the Settlement and the submission of claims;
27 and assisted in preparing and filing the motion for final approval of the Settlement and
28

its exhibits.

6. The number of hours spent on this litigation by Federman & Sherwood is 351.50 through October 8, 2021, including time spent in drafting and filing this declaration. A breakdown of the lodestar is provided in the following chart:

NAME		HOURS	RATE	LODESTAR
William B. Federman	(A)	135.10	\$850	\$114,835.00
Molly E. Brantley	(A)	187.10	\$450	\$84,195.00
Tyler J. Bean	(A)	14.40	\$350	\$5,040.00
Tiffany R. Peintner	(PL)	11.60	\$250	\$2900.00
Robin K. Hester	(PL)	2.40	\$250	\$600.00
Priscilla M. Scoggins	(PL)	.9	\$250	\$225.00
TOTAL:		351.50		\$207,795.00

(A) Attorney

(PL) Paralegal

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1 7. Thus, from case inception through October 8, 2021, Federman &
2 Sherwood spent a total of 351.50 hours in the prosecution of this action on behalf of
3 the Class, including time spent in drafting this declaration and not including time
4 reductions, if any, that were made in the exercise of billing judgment. This combined
5 total also does not include time that will be spent by Settlement Counsel on continuing
6 services to the Settlement class, including responding to Class Members' inquiries,
7 supervising the claims administrator in the review and processing of claims, attending
8 the final Settlement hearing if necessary, and overseeing the distribution of Settlement
9 benefits to class members.

10 8. The total lodestar for the 351.50 hours of attorney and paraprofessional
11 time based on the firm's/attorney's current rates is **\$207,795.00**. The hourly rates are
12 the usual and customary rates set by Federman & Sherwood for each individual in
13 this type of engagement. These rates have been evaluated and approved by courts in
14 class actions and complex litigations. The requested rates are reasonable for this
15 case considering the experience and expertise these particular lawyers have in this
16 area of law.

17 9. Federman & Sherwood employs attorneys with experience litigating
18 complex class actions, including data breach class actions. Indeed, Federman &
19 Sherwood has successfully prosecuted and settled numerous data breach class actions,
20 consumer class actions, and other complex litigation throughout the country, and the
21 firm has a strong reputation in such actions.

22 10. Data breach litigation is an emerging and complicated area of law. As
23 such, it is notably risky and difficult for counsel to successfully prosecute a data
24 breach class action to a favorable resolution.

25 11. Settlement Counsel invested substantial time and effort in initiating and
26 litigating this risky case on a pure contingency basis with no guarantee or promise that
27 such time and effort would be compensated. As a result of the time devoted to
28

1 prosecuting this case on behalf of the Class, Settlement Counsel were, to some degree,
2 prevented from pursuing work in other cases.

3 12. In addition to compensating Settlement Counsel for reasonable
4 attorneys' fees, the requested award will also reimburse Settlement Counsel for
5 expenses actually incurred in connection with the prosecution of this case. From
6 case inception through October 8, 2021, Federman & Sherwood incurred expenses
7 in the amount of \$11,664.27 in connection with the prosecution of the action. Those
8 expenses and charges are summarized by category in the following chart:

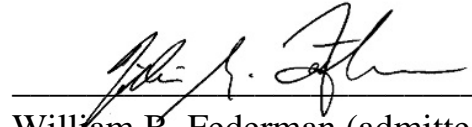
9 EXPENSE	TOTAL
10 Photocopies and Postage	\$288.40
11 Filing Fees	\$50.00
12 Expert Fees	\$3,767.00
13 Conference Calls	\$26.62
14 Westlaw and PACER, Online Library Research	\$7,532.25
15 TOTAL	\$11,664.27

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21 13. The expenses pertaining to this case are reflected in the books and
22 records of Federman & Sherwood. These books and records are prepared from
23 receipts, expense vouchers, check records and other documents and are an accurate
24 record of the expenses.

25 14. The total amount of attorneys' fees and expenses incurred by
26 Settlement Counsel in connection with the prosecution of this action is **\$219,459.27**.
27 This does not include time spent in preparing the motion for attorneys' fees and
28

1 expenses, nor does it include reductions, if any, that were in the exercise of billing
2 judgment. This amount further does not include the additional services to be provided
3 to the Class by Settlement Counsel, including attending the final settlement hearing if
4 necessary, supervising the Claims Administrator in the review and processing of
5 claims, responding to Class Members' inquiries, and overseeing the distribution of
6 checks to Class Members.

7 I declare under penalty of perjury of the laws of Oklahoma and the United States
8 that the foregoing is true and correct, and that this declaration was executed in
9 Oklahoma City, Oklahoma on October 8, 2021.

10
11 
12 William B. Federman (admitted *Pro*
Hac Vice)

13 *wbf@federmanlaw.com*

14 **FEDERMAN & SHERWOOD**

15 10205 N. Pennsylvania Ave.

16 Oklahoma City, OK 73120

17 -and-

18 212 W. Spring Valley Road

19 Richardson, TX 75081

20 Tel: (405) 235-1560

21 Fax: (405) 239-2112
22
23
24
25
26
27
28

Exhibit C

1 Gayle M. Blatt SBN 122048

2 *gmb@cglaw.com*

3 **CASEY GERRY SCHENK**

4 **FRANCAVILLA BLATT & PENFIELD, LLP**

5 110 Laurel Street

6 San Diego, CA 92101

7 Tel: (619)238-1811 Fax: (619)544-9232

8 *Interim Lead Class Counsel*

9 *Additional Counsel on Signature Page*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 NOREEN PFEIFFER, *et al.*, on
14 behalf of themselves and all others
15 similarly situated,

16 Plaintiffs,

17 v.

18 RADNET, INC., a Delaware
19 corporation,

20 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**Declaration of M. Anderson Berry in
Support of Plaintiffs' Unopposed
Motion for Approval of Attorneys' Fees
Award, Expense Reimbursement, and
Service Awards to Representative
Plaintiffs**

Date: November 29, 2021

Time: 9:00 am

Crtrm: 850, 8th Floor

1 I, M. Anderson Berry, pursuant to 28 U.S.C. § 1746, declare as
2 follows:

3 1. I have been licensed to practice law in the state of California since
4 2009. I am admitted to practice in the U.S. District Courts for Northern, Eastern
5 and Central Districts of California.

6 2. I practice law at Clayeo C. Arnold, APLC (the “Arnold Law Firm”).
7 Our principal counsel is Clayeo C. Arnold, who has practiced civil litigation on
8 behalf of consumers and individuals in California since 1975. The firm generally
9 employs ten attorneys practicing in the areas of consumer class action, *qui tam*,
10 employment, labor, and personal injury litigation. I head the complex civil
11 litigation group, specifically *qui tam* and data breach class action matters.

12 3. Before joining the Arnold Law Firm in 2017, I worked as an Assistant
13 United States Attorney for the Eastern District of California. As part of the
14 Affirmative Civil Enforcement unit, I handled a wide variety of complex cases,
15 recovering millions of dollars for the United States. I specialized in prosecuting
16 fraud perpetrated against the United States under the False Claims Act. In addition
17 to litigating matters, I routinely supervised fraud investigations with teams of FBI
18 and other Special Agents.

19 4. Before working for the Department of Justice, I practiced at one of the
20 world’s largest law firms, Jones Day, where I represented clients in international
21 arbitration and complex commercial litigation, including defending class action
22 matters.

23 5. I attended the University of California, Berkeley, where I majored in
24 English and graduated with highest honors. I received my J.D. from U.C. Berkeley
25 School of Law, where I was a Senior Editor for both the *Berkeley Journal of*
26 *Criminal Law* and *Berkeley Journal of International Law*.

6. Since joining the Arnold Law Firm, I have investigated and prosecuted numerous False Claims Act cases, including a sealed matter involving widespread cybersecurity fraud upon the United States. Moreover, I am litigating more than thirty class action cases across the country involving data breaches, including the following matters: *Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534-RGK-E (C.D. Cal. filed Oct. 16, 2020) (Interim Class Counsel) (settled); *Irma Carrera Aguallo, et al. v. Kemper Corp., et al.*, No. 1:21-cv-01883-MMP (N.D. Ill. filed Apr. 19, 2021) (data breach class action against a multinational insurance company); *In Re: Arthur J. Gallagher Data Breach Litigation*, 1:21-cv-04056 (N.D.Ill.) (Co-Lead Counsel); *In re: CaptureRX Data Breach Litigation*, No. 5:21-cv-00523 (W.D.TX) (Co-Lead Counsel); *Wenston Desue v. 20/20 Eye Care Network, Inc., et al.*, No. 21-CV-61275-RAR (S.D. Fl.) (Executive Committee Member); *Julia Rossi, et al. v. Claire's Stores, Inc., et al.*, No.: 1:20-cv-05090 (N.D. Ill.) (Co-Lead Counsel); *Alex Pygin v. Bombas, LLC and Shopify, et al.*, No. 3:20-cv-04412 (N.D. Cal.) (Interim Class Counsel); *Riggs v. Kroto, Inc., et al.*, No. 3:20-cv-04705 (N.D. Ill.) (Co-Lead Counsel); *A.A. ex rel. Altes v. AFTRA Ret. Fund*, No. 1:20-cv-11119 (S.D.N.Y. filed Dec. 31, 2020) (Co-Lead Counsel); *In re Hanna Andersson & Salesforce.com Data Breach Litig.*, No. 3:20-cv-00812-EMC (N.D. Cal. filed Feb. 3, 2020) (Class Counsel) (settled); *Llamas v. Truefire, LLC*, No. 8:20-cv-00857-WFJ-CPT (M.D. Fla. Filed May 14, 2020) (Class Counsel) (settled); *Warshawsky v. cbdMD, Inc.*, No. 3:20-cv-00562 (W.D.N.C. filed Oct. 9, 2020) (Interim Class Counsel) (settled); and *Pygin v. Bombas, LLC*, No. 4:20-cv-04412 (N.D. Cal. filed July 1, 2020) (Interim Class Counsel) (settled).

7. Leslie Guillon was an attorney in the data breach complex litigation group for the Arnold Law Firm during the relevant time and under my direct supervision. She has been licensed to practice law in the states of California since 2002 and Illinois since 2003.

1 8. Ms. Guillon has experience in privacy and consumer/government
2 fraud litigation, actively participating in a currently sealed False Claims Act case
3 involving widespread cybersecurity fraud upon the United States. Ms. Guillon also
4 participates in the class action litigations detailed above.

5 9. Alex Sauerwein is an attorney in the data breach complex litigation
6 group for the Arnold Law Firm and under my direct supervision. He has been
7 licensed to practice law in the states of California since 2020.

8 10. My work on this matter includes: investigating the cause and effects
9 of RadNet's data breach, interviewing potential clients, evaluating the potential
10 class representatives, contributing to the evaluation of the merits of the case before
11 filing the Complaints, legal research, drafting and revising the Complaints, revising
12 motions, communicating with defense counsel, contributing to the selection of a
13 mediator, drafting and revising mediation briefs, preparing for and attending the
14 all-day mediation, revising settlement documents, including the agreement, its
15 exhibits, and the motion for preliminary approval, revising the opposition to
16 Defendant's motion to dismiss or compel arbitration; reviewing and revising
17 Plaintiffs' motion for class certification; communicating with claims administrators
18 for services, and handling questions from our class representatives. I provided
19 assistance while being mindful to avoid duplicative efforts.

20 11. Leslie Guillon assisted me in this matter with respect to: legal
21 research, drafting and revising briefs, preparing for mediation, and revising the
22 settlement agreement. She provided assistance while being mindful to avoid
23 duplicative efforts.

24 12. Alex Sauerwein assisted me in the matter with respect to drafting and
25 revising my declaration for this motion and assisting our clients with their
26 declarations.

1 13. Olya Velichko is a paralegal at the Arnold Law Firm, working
2 exclusively for me under my direct supervision. She assisted me in this matter with
3 respect to: investigating the cause and effects of Radnet's data breach, researching
4 Radnet's operations and background, communicating with the class representatives
5 regarding document preservation, document production and other issues, and
6 handling myriad administrative tasks including calendaring and payments to the
7 mediator. She provided assistance while being mindful to avoid duplicative efforts.

8 14. The hourly rates of the professionals at the Arnold Law Firm reflect
9 our experience. The rates of \$680 per hour for me, \$400.00 for Ms. Guillon, \$319
10 for Mr. Sauerwein, and \$180.00 for Ms. Velichko are commensurate with hourly
11 rates charged by our contemporaries in California.

12 15. The lawyers and other professional staff of the Arnold Law Firm
13 maintain and record their respective time and the specific services they perform
14 contemporaneously in a computerized system. Based upon the records in this
15 system, the lodestar of the Arnold Law Firm is in excess of 147 hours as of October
16 13, 2021, amounting to \$81,111.30 in lodestar. This time includes the assistance
17 detailed above by me, Ms. Guillon, Mr. Sauerwein, and Ms. Velichko.

18 16. Additional time will be spent to respond to any objections, draft and
19 revise briefs, including the motion for final approval, prepare for and attend the
20 fairness hearing and obtain final approval, communicate with defense counsel and
21 the class administrator, and to assist with any appeal.

22 17. I assert that the attorneys' fees sought for the Arnold Law Firm
23 personnel in the motion for attorneys' fees are reasonable, and my firm seeks fair
24 and reasonable compensation for undertaking this case on a contingency basis and
25 for obtaining the relief for Plaintiffs and the Class.

18. The chart below reflects the amount of time spent by members of the Arnold Law Firm in the investigation and prosecution of this case through October 13, 2021:

Fees - September 2020 – October 13, 2021			
Timekeeper	Rate	Hours	Total Slip Values
M. Anderson Berry, Attorney	\$ 680	103.00	\$ 70,040.00
Alex Sauerwein, Attorney	\$ 319	4.70	\$ 1,499.30
Leslie Guillon, Attorney	\$ 400	10.70	\$ 4,280.00
Olya Velichko, Paralegal	\$ 180	29.40	\$ 5,292.00
	Totals:	147.80	\$ 81,111.30

19. We expended a significant amount of time litigating this matter and securing the Settlement. Because we are a small operation, the expenditure of time on this case precluded our employment on other cases. We took meaningful steps to ensure the efficiency of our work and to avoid duplicating efforts. I expect to maintain a high level of oversight and involvement, along with co-counsel, as the case continues, and anticipate incurring significant additional lodestar.

20. The Arnold Law Firm's costs and expenses, totaling \$2,830.13, are detailed below. I assert they are reasonable, that they were derived from a computerized database maintained by individuals in the accounting office of my firm and checked for accuracy.

Costs: Sept. 2020 – Oct. 08, 2021		
Category	Description	Cost
Court Costs	USDC	400.00
Other client costs	Conferencecalls.com	3.66
	Conferencecalls.com	3.78
	Conferencecalls.com	4.55
	Conferencecalls.com	1.71
	Conferencecalls.com	4.03
Expert services	Expert- Enterprise Knowledge	633.50
	Expert- Smith Economics Group	1,250.00

1	Postage	USPS	11.50
		USPS	21.21
2		USPS	21.27
3	Research	Pacer	9.70
		Westlaw	407.82
4		Pacer	29.00
		Pacer	8.40
5		Pacer	4.00
		Pacer	11.70
6		Pacer	3.00
7		Pacer	1.30
8			
9		Total:	\$2,830.13

10
11 I declare under penalty of perjury under the laws of the United States of
12 America that the foregoing is true and correct. Executed this 13th day of October
13 2021 at Fair Oaks, California.



14
15
16 M. Anderson Berry, Esq.

17 M. Anderson Berry (SBN 262879)
18 **CLAYEO C. ARNOLD,**
19 **A PROFESSIONAL LAW CORP.**
20 865 Howe Avenue
21 Sacramento, CA 95825
22 Tel: (916) 777-7777
23 Fax: (916) 924-1829
24 aberry@justice4you.com
25
26
27
28

Exhibit D

1 Robert S. Green (SBN 136183)
James Robert Noblin (SBN 114442)
2 Emrah M. Sumer (SBN 329181)
3 **GREEN & NOBLIN, P.C.**
2200 Larkspur Landing Circle, Suite 101
4 Larkspur, CA 94939
Telephone: (415) 477-6700
5 Facsimile: (415) 477-6710
6 Email: gnecf@classcounsel.com

7 *Attorneys for Plaintiffs and the Classes*

8
9
10 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

11 NOREEN PFEIFFER, JOSE
12 CONTRERAS, SUSAN WRIGHT
ANNABELLE GONZALES, DONNA
13 HOROWITZ, KELLY LANCASTER,
and DEBRA PALMER, on behalf of
14 themselves and all other persons
similarly situated,

15 Plaintiffs,

16 v.

17 RADNET, INC., a Delaware corporation,
18 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

**DECLARATION OF ROBERT S.
GREEN IN SUPPORT OF
PLAINTIFFS' MOTION FOR AN
AWARD OF ATTORNEYS' FEES
AND EXPENSES**

Judge: Hon. R. Gary Klausner
Courtroom: 850, 8th Floor

1 I, ROBERT S. GREEN, declare as follows:

2 1. I am a partner at the law firm of Green & Noblin, P.C. I submit this
3 declaration in support of Lead Counsel's motion for an award of attorneys' fees and
4 expenses in connection with the services rendered, and costs and expenses incurred, in
5 *Noreen Pfeiffer, et al., v. RadNet, Inc.*

6 2. My firm is one of the Class Counsel for the Plaintiffs in this action.

7 3. My firm's total hours and lodestar, computed at historical rates, for the
8 period from inception through and including May 25, 2021. The total number of
9 hours spent by my firm during this period was 36.40, at an hourly rate of \$850.00,
10 with a corresponding lodestar of \$30,940.00.

11 4. My firm has expended a total of \$1,035.99 in unreimbursed costs and
12 expenses in connection with the prosecution of this action from inception through
13 May 25, 2021. These costs and expenses are set forth in the schedule attached as
14 Exhibit A and are reflected on the books and records of my firm. They were incurred
15 on behalf of Plaintiffs by my firm and have not been reimbursed.

16 I declare under penalty of perjury under the laws of the United States of
17 America that the foregoing is true and correct.

18 Executed this 14th day of October, 2021 at Larkspur, California.

19
20 s/Robert S. Green
21 Robert S. Green
22
23
24
25
26
27
28

EXHIBIT A

10/14/2021
9:23 AM

Green & Noblin, P.C.
Pre-bill Worksheet

Page 1

Selection Criteria

Case.Selection	Include: RADN
Time.Selection	Include: COST

10/14/2021
9:23 AMGreen & Noblin, P.C.
Pre-bill Worksheet

Page 2

Nickname RADN | 1383
 Full Name Lancaster v. Radnet, Inc.
 Address c/o Green & Noblin, P.C.
 2200 Larkspur Landing Circle, Suite 101
 Larkspur, CA 94939
 Phone 415-477-6700 Fax 415-477-6710
 Home Other
 In Ref To Lancaster v. Radnet, Inc.
 Fees Arrg. By billing value on each slip
 Expense Arrg. By billing value on each slip
 Tax Profile Exempt
 Last bill
 Last charge 1/31/2021
 Last payment Amount \$0.00

Total of billable time slips \$0.00

Date ID	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
11/30/2020 107806	COST pro One Legal, LLC - 11/24/2020 process service. Invoice No. 12647583.	115.00	1.000	115.00	Billable
11/30/2020 107807	COST cds 11/2/2020 whitepages subscription to address search for potential plaintiffs.	20.99	1.000	20.99	Billable
1/31/2021 107820	COST fil 11/5/2020 Courts USDC re complaint filing fee.	400.00	1.000	400.00	Billable
1/31/2021 107821	COST fil 11/25/2020 Courts USDC re fee for pro hac vice application for W. Federman.	500.00	1.000	500.00	Billable
TOTAL Billable Costs				<u><u>\$1,035.99</u></u>	

Calculation of Fees and Costs

	Amount	Total
Total of Fees (Time Charges)		\$0.00
Costs Bill Arrangement: Slips By billing value on each slip.		
Total of billable expense slips	\$1,035.99	
Total of Costs (Expense Charges)		\$1,035.99

10/14/2021
9:23 AM

Green & Noblin, P.C.
Pre-bill Worksheet

Page 3

RADN:Lancaster v. Radnet, Inc. (continued)

	<u>Amount</u>	<u>Total</u>
Total new charges		\$1,035.99
New Balance Current	\$1,035.99	
Total New Balance		<u><u>\$1,035.99</u></u>

Exhibit E

Gayle M. Blatt, SBN 122048
 gmb@cglaw.com
 Jeremy Robinson, SBN 188325
 jrobinson@cglaw.com
 P. Camille Guerra, SBN 326546
 camille@cglaw.com
CASEY GERRY SCHENK
FRANCAVILLA BLATT & PENFIELD, LLP
 110 Laurel Street
 San Diego, CA 92101
 Telephone: (619) 238-1811
 Facsimile: (619) 544-9232

Interim Lead Class Counsel

[Additional Counsel on Signature Page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

NOREEN PFEIFFER, *et al.*, on behalf
 of himself and all others similarly
 situated,

Plaintiff,

vs.

RADNET, INC., a Delaware
 corporation,

Defendants.

Case No.: 2:20-cv-09553 (RGK)(SK)

Consolidated with
 2:20-cv-10180 (RGK) (SK)
 2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**DECLARATION OF NOREEN
 PFEIFFER IN SUPPORT OF
 MOTION FOR APPROVAL OF
 ATTORNEYS' FEES AWARD,
 EXPENSE REIMBURSEMENT,
 AND SERVICE AWARDS TO
 REPRESENTATIVE PLAINTIFFS**

Date: February 7, 2022
 Time: 9:00 a.m.
 Crtrm: 850, 8th Floor

1 I, Noreen Pfeiffer, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I
3 submit this declaration in support of Plaintiffs' Motion for Approval of
4 Attorneys' Fees Award, Expense Reimbursement, and Service Awards to
5 Representative Plaintiffs. The following facts are based upon my personal
6 knowledge and if called upon to do so, I could, and would, competently
7 testify thereto.

8 2. I reside in Cockeysville, Maryland. I was employed by Medical
9 Imaging of Baltimore from approximately 1988 to 2012. Medical Imaging
10 of Baltimore was acquired by RadNet prior to the data breach.

11 3. I reasonably believed RadNet would keep my PII secure. Had
12 RadNet disclosed to me that my PII would not be kept secure and would
13 be kept easily accessible to hackers and third parties, I would have taken
14 additional precautions relating to my PII.

15 4. On or about September 21, 2020, RadNet, Inc. ("RadNet")
16 notified its employees and state Attorneys General about a widespread
17 data breach that occurred July 18, 2020 (the "Data Breach").

18 5. I received RadNet's Notice of Data Breach on or about
19 September 21, 2020.

20 6. I sought out and spoke with experienced attorneys to
21 determine if I would retain them to handle my case. They spent significant
22 time communicating with me about the facts of this case and the law,
23 including what was involved in being a class representative. In the end, I
24 decided to vindicate not only my own rights, but also those of others
25 affected by RadNet's Data Breach, by serving as a class representative in
26 this class action lawsuit. Instrumental in my decision to be a class
27 representative was my own desire to provide recourse to a proposed Class
28

1 of fellow RadNet employees, who suffered injury and damages as a result
2 of the data breach. Since agreeing to serve, I have diligently and faithfully
3 fulfilled this obligation, and I was instrumental in achieving the relief
4 obtained for the Class.

5 7. On October 19, 2020, I filed, by and through my attorneys, on
6 my behalf and on behalf of similarly situated individuals, a Class Action
7 Complaint.

8 8. On February 28, 2021, I filed, together with named Plaintiffs
9 Jose Contreras, Susan Wright, Annabelle Gonzales, Donna Horowitz, Kelly
10 Lancaster and Debra Palmer by and through my attorneys, on my behalf
11 and on behalf of similarly situated individuals, a First Amended
12 Consolidated Class Action Complaint.

13 9. I have participated in this litigation from its inception through
14 settlement discussions. I have been in regular contact with my attorneys
15 during the course of this matter.

16 10. I have spent numerous hours of my time on this litigation to
17 date. Among other things, I have spent time: researching my rights and
18 those of the Class; speaking with and otherwise communicating with Class
19 Counsel; responding to written discovery and providing documents in
20 response; keeping apprised of the progress and activities of the litigation;
21 and reviewing pleadings and declarations in support of motions filed in
22 the action.

23 11. I am familiar with the work involved in prosecuting this action
24 and worked closely with my attorneys in prosecuting the action and in
25 obtaining the relief provided by the settlement. Throughout this litigation,
26 I made myself available to discuss developments in the case as part of my
27
28

1 duty as a Class Representative. I have devoted significant time and
2 attention to this case.

3 12. I have fairly represented the absent Class members and herein
4 request that the Court approve this settlement. I have maintained the best
5 interests of the Class while performing our class representative duties.

6 13. My chosen counsel, Casey, Gerry, Schenk, Francavilla, Blatt &
7 Penfield LLP, has fairly and adequately represented the interests of the
8 Class, and has demonstrated their valuable experience and qualifications
9 in conducting the pending litigation. They are experienced in prosecuting
10 class actions such as this and have successfully prosecuted numerous class
11 actions in recent years. They have continued to provide fair and vigorous
12 representation for the Class in this matter.

13 14. By serving as one of the Class Representatives in this action, I
14 bore a certain amount of risk that other Class members did not bear. In
15 addition to the time I spent participating in the prosecution of this case, I
16 took a risk by coming forward and filing this class action. As a result of my
17 stepping forward, Class members will receive the benefits of the settlement
18 to compensate them for the injuries directly and proximately caused by
19 Defendant's failure to implement or maintain adequate data security
20 measures for PII.

21 15. Based on the foregoing, I respectfully request that this Court
22 award me a service award of \$1,500.

23 I declare under penalty of perjury under the laws of the United
24 States of America that the foregoing is true and correct. Executed this 13
25 day of October, 2021 at Cockeysville, Maryland.

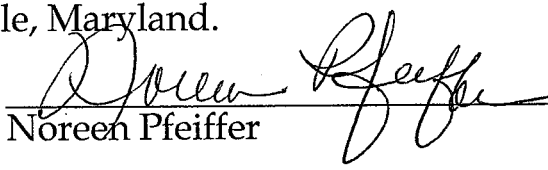
26
27 
28 Noreen Pfeiffer

Exhibit F

1 Gayle M. Blatt, SBN 122048

2 *gmb@cglaw.com*

3 Jeremy Robinson, SBN 188325

4 *jrobinson@cglaw.com*

5 P. Camille Guerra, SBN 326546

6 *camille@cglaw.com*

7 **CASEY GERRY SCHENK**

8 **FRANCAVILLA BLATT & PENFIELD, LLP**

9 110 Laurel Street

10 San Diego, CA 92101

11 Telephone: (619) 238-1811

12 Facsimile: (619) 544-9232

13 *Interim Lead Class Counsel*

14 [Additional Counsel on Signature Page]

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 NOREEN PFEIFFER, *et al.*, on behalf
19 of himself and all others similarly
20 situated,

21 Plaintiff,

22 vs.

23 RADNET, INC., a Delaware
24 corporation,

25 Defendants.

Case No.: 2:20-cv-09553 (RGK)(SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**DECLARATION OF SUSAN
WRIGHT IN SUPPORT OF
MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD,
EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO
REPRESENTATIVE PLAINTIFFS**

Date: February 7, 2022

Time: 9:00 a.m.

Crtrm: 850, 8th Floor

1 I, Susan Wright, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I
3 submit this declaration in support of Plaintiffs' Motion for Approval of
4 Attorneys' Fees Award, Expense Reimbursement, and Service Awards to
5 Representative Plaintiffs. The following facts are based upon my personal
6 knowledge and if called upon to do so, I could, and would, competently
7 testify thereto.

8 2. I reside in Edgewood, Maryland. I was employed by Advanced
9 Imaging Partners, Inc. from approximately 1988 to 2020. Advanced
10 Imaging Partners, Inc. was acquired by RadNet prior to the data breach.

11 3. I reasonably believed RadNet would keep my PII secure. Had
12 RadNet disclosed to me that my PII would not be kept secure and would
13 be kept easily accessible to hackers and third parties, I would have taken
14 additional precautions relating to my PII.

15 4. On or about September 21, 2020, RadNet, Inc. ("RadNet")
16 notified its employees and state Attorneys General about a widespread
17 data breach that occurred July 18, 2020 (the "Data Breach").

18 5. I received RadNet's Notice of Data Breach on or about
19 September 21, 2020.

20 6. I sought out and spoke with experienced attorneys to
21 determine if I would retain them to handle my case. They spent significant
22 time communicating with me about the facts of this case and the law,
23 including what was involved in being a class representative. In the end, I
24 decided to vindicate not only my own rights, but also those of others
25 affected by RadNet's Data Breach, by serving as a class representative in
26 this class action lawsuit. Instrumental in my decision to be a class
27 representative was my own desire to provide recourse to a proposed Class
28

1 of fellow RadNet employees, who suffered injury and damages as a result
2 of the data breach. Since agreeing to serve, I have diligently and faithfully
3 fulfilled this obligation, and I was instrumental in achieving the relief
4 obtained for the Class.

5 7. On October 19, 2020, I filed, by and through my attorneys, on
6 my behalf and on behalf of similarly situated individuals, a Class Action
7 Complaint.

8 8. On February 28, 2021, I filed, together with named Plaintiffs
9 Noreen Pfeiffer, Jose Contreras, Annabelle Gonzales, Donna Horowitz,
10 Kelly Lancaster and Debra Palmer by and through my attorneys, on my
11 behalf and on behalf of similarly situated individuals, a First Amended
12 Consolidated Class Action Complaint.

13 9. I have participated in this litigation from its inception through
14 settlement discussions. I have been in regular contact with my attorneys
15 during the course of this matter.

16 10. I have spent numerous hours of my time on this litigation to
17 date. Among other things, I have spent time: researching my rights and
18 those of the Class speaking with and otherwise communicating with Class
19 Counsel responding to written discovery and providing documents in
20 response keeping apprised of the progress and activities of the litigation
21 and reviewing pleadings and declarations in support of motions filed in
22 the action.

23 11. I am familiar with the work involved in prosecuting this action
24 and worked closely with my attorneys in prosecuting the action and in
25 obtaining the relief provided by the settlement. Throughout this litigation,
26 I made myself available to discuss developments in the case as part of my
27
28

1 duty as a Class Representative. I have devoted significant time and
 2 attention to this case.

3 12. I have fairly represented the absent Class members and herein
 4 re uest that the Court approve this settlement. I have maintained the best
 5 interests of the Class while performing our class representative duties.

6 13. My chosen counsel, Casey, Gerry, Schen , Francavilla, Blatt
 7 Penfield LLP, has fairly and ade uately represented the interests of the
 8 Class, and has demonstrated their valuable experience and ualifications
 9 in conducting the pending litigation. They are experienced in prosecuting
 10 class actions such as this and have successfully prosecuted numerous class
 11 actions in recent years. They have continued to provide fair and vigorous
 12 representation for the Class in this matter.

13 14. By serving as one of the Class Representatives in this action, I
 14 bore a certain amount of ris that other Class members did not bear. In
 15 addition to the time I spent participating in the prosecution of this case, I
 16 too a ris by coming forward and filing this class action. As a result of my
 17 stepping forward, Class members will receive the benefits of the settlement
 18 to compensate them for the in uries directly and proximately caused by
 19 Defendant's failure to implement or maintain ade uate data security
 20 measures for PII.


21 15. Based on the foregoing, I respectfully re uest that this Court
 22 award me a service award of 1,500.

23 I declare under penalty of per ury under the laws of the United
 24 States of America that the foregoing is true and correct. Executed this 14th
 25 day of October, 2021 at Edgewood, Maryland.

26 Susan Wright

27 Susan Wright

Signature:


Susan Wright (Oct 14, 2021 15:43 EDT)

Email: swright8810@yahoo.com

Wright Dec ISO Mot Atty Fees gmb

Final Audit Report

2021-10-14

Created:	2021-10-14
By:	Camille Guerra (camille@cglaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHis0zNeXUWgMDgg4N2IXkDFyd2yT6qoX

"Wright Dec ISO Mot Atty Fees gmb" History



Document created by Camille Guerra (camille@cglaw.com)

2021-10-14 - 7:35:53 PM GMT- IP address: 68.7.42.70



Document emailed to Susan Wright (swright8810@yahoo.com) for signature

2021-10-14 - 7:36:22 PM GMT



Email viewed by Susan Wright (swright8810@yahoo.com)

2021-10-14 - 7:39:18 PM GMT- IP address: 96.244.56.175



Document e-signed by Susan Wright (swright8810@yahoo.com)

Signature Date: 2021-10-14 - 7:43:26 PM GMT - Time Source: server- IP address: 96.244.56.175



Agreement completed.

2021-10-14 - 7:43:26 PM GMT

Exhibit G

1 Gayle M. Blatt, SBN 122048

gmb@cglaw.com

2 Jeremy Robinson, SBN 188325

jrobinson@cglaw.com

3 P. Camille Guerra, SBN 326546

camille@cglaw.com

4 **CASEY GERRY SCHENK**

5 **FRANCAVILLA BLATT & PENFIELD, LLP**

110 Laurel Street

6 San Diego, CA 92101

7 Telephone: (619) 238-1811

8 Facsimile: (619) 544-9232

9 *Interim Lead Class Counsel*

10 [Additional Counsel on Signature Page]

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 NOREEN PFEIFFER, *et al.*, on behalf
16 of himself and all others similarly
situated,

17 Plaintiff,

18 vs.

19 RADNET, INC., a Delaware
20 corporation,

21 Defendants.
22
23
24
25

Case No.: 2:20-cv-09553 (RGK)(SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**DECLARATION OF OSE
CONTRERAS IN SUPPORT OF
MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD,
EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO
REPRESENTATIVE PLAINTIFFS**

26 Date: February 7, 2022

27 Time: 9:00 a.m.

28 Crtrm: 850, 8th Floor

1 I, Jose Contreras, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I
3 submit this declaration in support of Plaintiffs' Motion for Approval of
4 Attorneys' Fees Award, Expense Reimbursement, and Service Awards to
5 Representative Plaintiffs. The following facts are based upon my personal
6 knowledge and if called upon to do so, I could, and would, competently
7 testify thereto.

8 2. I reside in Pacoima, California. I was employed by RadNet San
9 Fernando Valley Northridge Diagnostic Imaging Center from
10 approximately 2006 to 2016.

11 3. I reasonably believed RadNet would keep my PII secure. Had
12 RadNet disclosed to me that my PII would not be kept secure and would
13 be kept easily accessible to hackers and third parties, I would have taken
14 additional precautions relating to my PII.

15 4. On or about September 21, 2020, RadNet, Inc. ("RadNet")
16 notified its employees and state Attorneys General about a widespread
17 data breach that occurred July 18, 2020 (the "Data Breach").

18 5. I received RadNet's Notice of Data Breach on or about
19 September 21, 2020.

20 6. I sought out and spoke with experienced attorneys to
21 determine if I would retain them to handle my case. They spent significant
22 time communicating with me about the facts of this case and the law,
23 including what was involved in being a class representative. In the end, I
24 decided to vindicate not only my own rights, but also those of others
25 affected by RadNet's Data Breach, by serving as a class representative in
26 this class action lawsuit. Instrumental in my decision to be a class
27 representative was my own desire to provide recourse to a proposed Class
28

1 of fellow RadNet employees, who suffered injury and damages as a result
2 of the data breach. Since agreeing to serve, I have diligently and faithfully
3 fulfilled this obligation, and I was instrumental in achieving the relief
4 obtained for the Class.

5 7. On October 19, 2020, I filed, by and through my attorneys, on
6 my behalf and on behalf of similarly situated individuals, a Class Action
7 Complaint.

8 8. On February 28, 2021, I filed, together with named Plaintiffs
9 Noreen Pfeiffer, Susan Wright, Annabelle Gonzales, Donna Horowitz,
10 Kelly Lancaster and Debra Palmer by and through my attorneys, on my
11 behalf and on behalf of similarly situated individuals, a First Amended
12 Consolidated Class Action Complaint.

13 9. I have participated in this litigation from its inception through
14 settlement discussions. I have been in regular contact with my attorneys
15 during the course of this matter.

16 10. I have spent numerous hours of my time on this litigation to
17 date. Among other things, I have spent time: researching my rights and
18 those of the Class speaking with and otherwise communicating with Class
19 Counsel responding to written discovery and providing documents in
20 response keeping apprised of the progress and activities of the litigation
21 and reviewing pleadings and declarations in support of motions filed in
22 the action.

23 11. I am familiar with the work involved in prosecuting this action
24 and worked closely with my attorneys in prosecuting the action and in
25 obtaining the relief provided by the settlement. Throughout this litigation,
26 I made myself available to discuss developments in the case as part of my
27
28

1 duty as a Class Representative. I have devoted significant time and
2 attention to this case.

3 12. I have fairly represented the absent Class members and herein
4 request that the Court approve this settlement. I have maintained the best
5 interests of the Class while performing our class representative duties.

6 13. My chosen counsel, Casey, Gerry, Schenk, Francavilla, Blatt &
7 Penfield LLP, has fairly and adequately represented the interests of the
8 Class, and has demonstrated their valuable experience and qualifications
9 in conducting the pending litigation. They are experienced in prosecuting
10 class actions such as this and have successfully prosecuted numerous class
11 actions in recent years. They have continued to provide fair and vigorous
12 representation for the Class in this matter.

13 14. By serving as one of the Class Representatives in this action, I
14 bore a certain amount of risk that other Class members did not bear. In
15 addition to the time I spent participating in the prosecution of this case, I
16 took a risk by coming forward and filing this class action. As a result of my
17 stepping forward, Class members will receive the benefits of the settlement
18 to compensate them for the injuries directly and proximately caused by
19 Defendant's failure to implement or maintain adequate data security
20 measures for PII.

21 15. Based on the foregoing, I respectfully request that this Court
22 award me a service award of \$1,500.

23 I declare under penalty of perjury under the laws of the United
24 States of America that the foregoing is true and correct. Executed this 13
25 day of October, 2021 at Pacoima, California.

26
27 
28 Jose Contreras

Exhibit H

1 William B. Federman (admitted *Pro Hac Vice*)
2 **FEDERMAN & SHERWOOD**
3 10205 N. Pennsylvania Ave.
4 Oklahoma City, OK 73120
5 -and-
6 212 W. Spring Valley Road Richardson, TX 75081
7 Telephone: (405) 235-1560
8 Facsimile:(405) 239-2112
9 Email: wbf@federmanlaw.com

10 David S. Casey, Jr. SBN 60768
11 Dcasey@cglaw.com
12 Gayle M. Blatt, SBN 122048
13 gmb@cglaw.com
14 CASEY GERRY SCHENK
15 FRANCAVILLA BLATT & PENFIELD, LLP
16 110 Laurel Street
17 San Diego, CA 92101
18 Tel: (619) 238-1811; Fax: (619) 544-9232

19 *Attorneys for Plaintiffs and the Classes*

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 NOREEN PFEIFFER, JOSE
23 CONTRERAS, SUSAN WRIGHT
24 ANNABELLE GONZALES,
25 DONNA HOROWITZ, KELLY
26 LANCASTER, and DEBRA
27 PALMER, on behalf of themselves
and all other persons similarly
situated,

Plaintiffs,

v.

RADNET, INC., a Delaware
corporation,

Defendant.

CASE NO. 2:20-cv-09553 (RGK)
(SK)

**DECLARATION OF PLAINTIFF
KELLY LANCASTER IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
APPROVAL OF ATTORNEYS'
FEES AWARD, EXPENSE
REIMBURSEMENT, AND
SERVICE AWARDS TO
REPRESENTATIVE
PLAINTIFFS**

Judge: Hon. R. Gary Klausner

1 I, Kelly Lancaster, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I submit this
3 declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys'
4 Fees Award, Expense Reimbursement, and Service Awards to Representative
5 Plaintiffs. The following facts are based upon my personal knowledge and if called
6 upon to do so, I could, and would, competently testify thereto.

7 2. I reside in Plano, Texas. I am current employee of Defendant, RadNet,
8 Inc. ("Defendant" or "RadNet").

9 3. On or about September 21, 2020, Defendant began notifying its
10 employees, including former employees and job applicants, and state Attorneys
11 General about a widespread data breach that occurred on or around July 18, 2020 (the
12 "Data Breach").

13 4. I received Defendant's Notice of Data Breach on or about September
14 24, 2020.

15 5. I sought out and spoke with experienced attorneys to determine if I
16 would retain them to handle my case. They spent significant time communicating
17 with me about the facts of this case and the law, including what was involved in being
18 a class representative. In the end, I decided to vindicate not only my own rights, but
19 also those of others affected by RadNet's Data Breach, by serving as a class
20 representative in this class action lawsuit. Instrumental in my decision to be a class
21 representative was my own desire to provide recourse to a proposed Class of fellow
22 RadNet current and former employees, and job applicants, who suffered injury and
23 damages in having their PII accessed by unknown third parties during the Data
24 Breach, and expenditures related to this exposure, which they otherwise would not
25 have made had Defendant RadNet disclosed that it lacked computer systems and data
26 security practices adequate to safeguard its employees' sensitive personally
27 identifiable information ("PII") from theft. Since agreeing to serve, I have diligently

1 and faithfully fulfilled our obligation, and I was instrumental in achieving the relief
2 obtained for the Class.

3 6. On November 5, 2020, I filed, by and through my attorneys, on my
4 behalf and on behalf of similarly situated individuals, a Class Action Complaint.

5 7. On February 28, 2021, I filed, together with the other named Plaintiffs
6 following consolidation, by and through our attorneys, on my behalf and on behalf
7 of similarly situated individuals, a First Amended Consolidated Class Action
8 Complaint.

9 8. I have participated in this litigation from its inception through
10 settlement discussions. I have been in regular contact with my attorneys during the
11 course of this matter.

12 9. I estimate that I have spent approximately two hours of my time on this
13 litigation to date. Among other things, I have spent time: researching my rights and
14 those of the Class; speaking with and otherwise communicating with Class Counsel;
15 producing responses and documents in response to informal discovery requests; and
16 reviewing pleadings and declarations in support of motion filed in this action.

17 10. I am familiar with the work involved in prosecuting this action and
18 worked closely with my attorneys in prosecuting the action and in obtaining the
19 relief provided by the settlement. Throughout this litigation, I made myself available
20 to discuss developments in the case as part of my duty as a Class Representative.
21 All in all, I have devoted significant time and attention to this case.

22 11. I have fairly represented the absent Class members and herein request
23 that the Court approve this settlement. I have maintained the best interests of the
24 Class while performing our class representative duties.

25 12. My chosen counsel, Federman & Sherwood, have fairly and
26 adequately represented the interests of the Class, and have demonstrated their
27 valuable experience and qualifications in conducting the pending litigation. They

1 are experienced in prosecuting class actions in recent years, recovering hundreds of
2 thousands of dollars for class members across the country. They have continued to
3 provide fair and vigorous representation for the Class in this matter.

4 13. By serving as one of the Class Representatives in this action, I bore a
5 certain amount of risk that other Class members did not bear. In addition to the time
6 I spent participating in the prosecution of this case, I took a risk by coming forward
7 and filing this class action. As a result of my stepping forward and conducting a
8 pre-suit investigation, however, Class members will receive the benefits of the
9 settlement to compensate them for the injuries directly and approximately caused
10 by Defendants' failure to implement or maintain adequate data security measures
11 for PII.

12 14. Based on the foregoing, I respectfully request that this Court award
13 me an incentive award of \$1,500.00.

14 I declare under penalty of perjury under the laws of the United States of
15 America that the foregoing is true and correct. Executed this 8th day of October,
16 2021, at Plano, Texas.

17
18
19 
20 KELLY LANCASTER
21
22
23
24
25
26
27

Exhibit I

1 Gayle M. Blatt SBN 122048

2 *gmb@cglaw.com*

3 **CASEY GERRY SCHENK**

4 **FRANCAVILLA BLATT & PENFIELD, LLP**

5 110 Laurel Street

6 San Diego, CA 92101

7 Tel: (619)238-1811 Fax: (619)544-9232

8 *Interim Lead Class Counsel*

9 *Additional Counsel on Signature Page*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 NOREEN PFEIFFER, *et al.*, on behalf
14 of themselves and all others similarly
15 situated,

16 Plaintiffs,

17 v.

18 RADNET, INC., a Delaware
19 corporation,

20 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**Declaration of Annabelle Gonzales in
Support of Plaintiffs' Unopposed Motion
for Approval of Attorneys' Fees Award,
Expense Reimbursement, and Service
Awards to Representative Plaintiffs**

Date: November 29, 2021

Time: 9:00 am

Crtrm: 850, 8th Floor

1 I, Annabelle Gonzales, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I submit this
3 declaration in support of Plaintiffs' Motion for Approval of Attorneys' Fees Award,
4 Expense Reimbursement, and Service Awards to Representative Plaintiffs. The
5 following facts are based upon my personal knowledge and if called upon to do so,
6 I could, and would, competently testify thereto.

7 2. I reside in Inglewood, California. I worked for RadNet, Inc.
8 ("RadNet") from 2005 to 2016.

9 3. On or about September 18, 2020, RadNet began notifying state
10 Attorneys General about a widespread data breach that occurred on July 18, 2020
11 (the "Data Breach"), which exposed personally identifiable information ("PII") of
12 current and former employees.

13 4. I received RadNet's Notice of Data Breach on or about September 21,
14 2020.

15 5. I sought out and spoke with experienced attorneys to determine if I
16 would retain them to handle my case. They spent significant time communicating
17 with me about the facts of this case and the law, including what was involved in
18 being a class representative. In the end, I decided to vindicate not only my own
19 rights, but also those of others affected by RadNet's Data Breach, by serving as a
20 class representative in this class action lawsuit. Instrumental in my decision to be
21 a class representative was my own desire to provide recourse to a proposed Class
22 of fellow RadNet former, current, and potential employees, who suffered injury and
23 damages from the Data Breach. Since agreeing to serve, I have diligently and
24 faithfully fulfilled our obligation, and I was instrumental in achieving the relief
25 obtained for the Class.

26 6. On October 19, 2020, I filed, by and through my attorneys, on my
27 behalf and on behalf of similarly situated individuals, a Class Action Complaint.

28 7. On February 28, 2021, I filed, together with other named Plaintiffs by

1 and through my attorneys, on my behalf and on behalf of similarly situated
2 individuals, a First Amended Consolidated Class Action Complaint.

3 8. I have participated in this litigation from its inception through
4 settlement discussions. I have been in regular contact with my attorneys during the
5 course of this matter.

6 9. I estimate that I have spent approximately 10 hours of my time on this
7 litigation to date. Among other things, I have spent time: researching my rights
8 and those of the Class; speaking with and otherwise communicating with Class
9 Counsel; producing documents related to the case; and reviewing pleadings and
10 declarations in support of motions filed in the action.

11 10. I am familiar with the work involved in prosecuting this action and
12 worked closely with my attorneys in prosecuting the action and in obtaining the
13 relief provided by the settlement. Throughout this litigation, I made myself
14 available to discuss developments in the case as part of my duty as a Class
15 Representative. All in all, I have devoted significant time and attention to this case.

16 11. I have fairly represented the absent Class members and herein request
17 that the Court approve this settlement. I have maintained the best interests of the
18 Class while performing our class representative duties.

19 12. My chosen counsel, Clayeo C. Arnold, A Professional Law
20 Corporation, and Morgan and Morgan Complex Litigation Group, have fairly and
21 adequately represented the interests of the Class, and have demonstrated their
22 valuable experience and qualifications in conducting the pending litigation. They
23 are experienced in prosecuting class actions such as this and have successfully
24 prosecuted numerous class actions in recent years, recovering hundreds of millions
25 of dollars for class members across the country. They have continued to provide
26 fair and vigorous representation for the Class in this matter.

27 13. By serving as a Class Representatives in this action, I bore a certain
28

1 amount of risk that other Class members did not bear. In addition to the time I spent
 2 participating in the prosecution of this case, I took a risk by coming forward and
 3 filing this class action. As a result of my stepping forward and conducting a pre-
 4 suit investigation, however, Class members will receive the benefits of the
 5 settlement to compensate them for the injuries directly and proximately caused by
 6 Defendants' failure to implement or maintain adequate data security measures for
 7 PII.

8 14. Based on the foregoing, I respectfully request that this Court award me
 9 an incentive award of \$1,500.

10
 11 I declare under penalty of perjury under the laws of the United States of
 12 America that the foregoing is true and correct. Executed this 13th day of October,
 13 2021, at Inglewood, California.

14 *Annabelle M Gonzales*

15 ANNABELLE GONZALES

16
 17 M. Anderson Berry (SBN 262879)
 18 **CLAYEO C. ARNOLD,**
 19 **A PROFESSIONAL LAW CORP.**
 20 865 Howe Avenue
 21 Sacramento, CA 95825
 22 Tel: (916) 777-7777
 23 Fax: (916) 924-1829
 24 aberry@justice4you.com

25 John Yanchunis (Admitted *Pro Hac Vice*)
 26 Ryan McGee (Admitted *Pro Hac Vice*)
 27 **MORGAN & MORGAN**
 28 **COMPLEX LITIGATION GROUP**
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William Federman (Admitted *Pro Hac Vice*)

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-and-

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Robert S. Green

GREEN & NOBLIN, P.C.

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Audit Trail

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FILE NAME	Radnet - GONZALES... (10.13.2021).pdf
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SENT

10 / 13 / 2021

16:44:04 UTC

Sent for signature to Annabelle Gonzales
(tinkmarie1115@gmail.com) from olya@justice4you.com
IP: 207.231.66.54



VIEWED

10 / 13 / 2021

23:06:27 UTC

Viewed by Annabelle Gonzales (tinkmarie1115@gmail.com)
IP: 172.58.17.135



SIGNED

10 / 13 / 2021

23:10:56 UTC

Signed by Annabelle Gonzales (tinkmarie1115@gmail.com)
IP: 172.58.17.135



COMPLETED

10 / 13 / 2021

23:10:56 UTC

The document has been completed.

Exhibit J

1 Gayle M. Blatt SBN 122048

2 *gmb@cglaw.com*

3 **CASEY GERRY SCHENK**

4 **FRANCAVILLA BLATT & PENFIELD, LLP**

5 110 Laurel Street

6 San Diego, CA 92101

7 Tel: (619)238-1811 Fax: (619)544-9232

8 *Interim Lead Class Counsel*

9 *Additional Counsel on Signature Page*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 NOREEN PFEIFFER, *et al.*, on behalf
14 of themselves and all others similarly
15 situated,

16 Plaintiffs,

17 v.

18 RADNET, INC., a Delaware
19 corporation,

20 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**Declaration of Donna Horowitz in
Support of Plaintiffs' Unopposed Motion
for Approval of Attorneys' Fees Award,
Expense Reimbursement, and Service
Awards to Representative Plaintiffs**

Date: November 29, 2021

Time: 9:00 am

Crtrm: 850, 8th Floor

1 I, Donna Horowitz, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I submit this
3 declaration in support of Plaintiffs' Motion for Approval of Attorneys' Fees Award,
4 Expense Reimbursement, and Service Awards to Representative Plaintiffs. The
5 following facts are based upon my personal knowledge and if called upon to do so,
6 I could, and would, competently testify thereto.

7 2. I reside in Fort Pierce, Florida. I worked for RadNet, Inc. ("RadNet")
8 from 2006 to 2016.

9 3. On or about September 18, 2020, RadNet began notifying state
10 Attorneys General about a widespread data breach that occurred on July 18, 2020
11 (the "Data Breach"), which exposed personally identifiable information ("PII") of
12 current and former employees.

13 4. I received RadNet's Notice of Data Breach on or about September 21,
14 2020.

15 5. I sought out and spoke with experienced attorneys to determine if I
16 would retain them to handle my case. They spent significant time communicating
17 with me about the facts of this case and the law, including what was involved in
18 being a class representative. In the end, I decided to vindicate not only my own
19 rights, but also those of others affected by RadNet's Data Breach, by serving as a
20 class representative in this class action lawsuit. Instrumental in my decision to be
21 a class representative was my own desire to provide recourse to a proposed Class
22 of fellow RadNet former, current, and potential employees, who suffered injury and
23 damages from the Data Breach. Since agreeing to serve, I have diligently and
24 faithfully fulfilled our obligation, and I was instrumental in achieving the relief
25 obtained for the Class.

26 6. On February 28, 2021, I filed, together with other named Plaintiffs by
27 and through my attorneys, on my behalf and on behalf of similarly situated
28 individuals, a First Amended Consolidated Class Action Complaint.

1 7. I have participated in this litigation from just after its inception through
2 settlement discussions. I have been in regular contact with my attorneys during the
3 course of this matter.

4 8. I estimate that I have spent approximately 10 hours of my time on this
5 litigation to date. Among other things, I have spent time: researching my rights
6 and those of the Class; speaking with and otherwise communicating with Class
7 Counsel; producing documents related to the case; and reviewing pleadings and
8 declarations in support of motions filed in the action.

9 9. I am familiar with the work involved in prosecuting this action and
10 worked closely with my attorneys in prosecuting the action and in obtaining the
11 relief provided by the settlement. Throughout this litigation, I made myself
12 available to discuss developments in the case as part of my duty as a Class
13 Representative. All in all, I have devoted significant time and attention to this case.

14 10. I have fairly represented the absent Class members and herein request
15 that the Court approve this settlement. I have maintained the best interests of the
16 Class while performing our class representative duties.

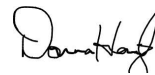
17 11. My chosen counsel, Clayco C. Arnold, A Professional Law
18 Corporation, and Morgan and Morgan Complex Litigation Group, have fairly and
19 adequately represented the interests of the Class, and have demonstrated their
20 valuable experience and qualifications in conducting the pending litigation. They
21 are experienced in prosecuting class actions such as this and have successfully
22 prosecuted numerous class actions in recent years, recovering hundreds of millions
23 of dollars for class members across the country. They have continued to provide
24 fair and vigorous representation for the Class in this matter.

25 12. By serving as a Class Representatives in this action, I bore a certain
26 amount of risk that other Class members did not bear. In addition to the time I spent
27 participating in the prosecution of this case, I took a risk by coming forward and

1 filing this class action. As a result of my stepping forward and conducting a pre-
 2 suit investigation, however, Class members will receive the benefits of the
 3 settlement to compensate them for the injuries directly and proximately caused by
 4 Defendants' failure to implement or maintain adequate data security measures for
 5 PII.

6 13. Based on the foregoing, I respectfully request that this Court award me
 7 an incentive award of \$1,500.

8
 9 I declare under penalty of perjury under the laws of the United States of
 10 America that the foregoing is true and correct. Executed this 13th day of October,
 11 2021, at Fort Pierce, Florida.



12
 13 DONNA HOROWITZ

14
 15 M. Anderson Berry (SBN 262879)
 16 **CLAYEO C. ARNOLD,**
 17 **A PROFESSIONAL LAW CORP.**
 18 865 Howe Avenue
 19 Sacramento, CA 95825
 20 Tel: (916) 777-7777
 21 Fax: (916) 924-1829
 22 aberry@justice4you.com

23 John Yanchunis (Admitted *Pro Hac Vice*)
 24 Ryan McGee (Admitted *Pro Hac Vice*)
 25 **MORGAN & MORGAN**
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 27 201 N. Franklin St., 7th Floor
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-and-

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Audit Trail

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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SENT

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Sent for signature to Donna Horowitz (donna1717@gmail.com)
from olya@justice4you.com
IP: 207.231.66.54



VIEWED

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Viewed by Donna Horowitz (donna1717@gmail.com)
IP: 97.73.80.157



SIGNED

10 / 14 / 2021
18:42:48 UTC

Signed by Donna Horowitz (donna1717@gmail.com)
IP: 97.73.80.157



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The document has been completed.

Exhibit K

1 Gayle M. Blatt SBN 122048

2 *gmb@cglaw.com*

3 **CASEY GERRY SCHENK**

4 **FRANCAVILLA BLATT & PENFIELD, LLP**

5 110 Laurel Street

6 San Diego, CA 92101

7 Tel: (619)238-1811 Fax: (619)544-9232

8 *Interim Lead Class Counsel*

9 *Additional Counsel on Signature Page*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 NOREEN PFEIFFER, *et al.*, on behalf
14 of themselves and all others similarly
15 situated,

16 Plaintiffs,

17 v.

18 RADNET, INC., a Delaware
19 corporation,

20 Defendant.

CASE NO. 2:20-cv-09553 (RGK) (SK)

Consolidated with

2:20-cv-10180 (RGK) (SK)

2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

**Declaration of Debra Palmer in Support
of Plaintiffs' Unopposed Motion for
Approval of Attorneys' Fees Award,
Expense Reimbursement, and Service
Awards to Representative Plaintiffs**

Date: November 29, 2021

Time: 9:00 am

Crtrm: 850, 8th Floor

1 I, Debra Palmer, declare as follows:

2 1. I am a named plaintiff in the above-captioned litigation. I submit this
3 declaration in support of Plaintiffs' Motion for Approval of Attorneys' Fees Award,
4 Expense Reimbursement, and Service Awards to Representative Plaintiffs. The
5 following facts are based upon my personal knowledge and if called upon to do so,
6 I could, and would, competently testify thereto.

7 2. I reside in Arvada, Colorado. I applied for employment with RadNet,
8 Inc. ("RadNet") within the last five years but was never employed by RadNet or
9 any of its entities.

10 3. On or about September 18, 2020, RadNet began notifying state
11 Attorneys General about a widespread data breach that occurred on July 18, 2020
12 (the "Data Breach"), which exposed personally identifiable information ("PII") of
13 current and former employees.

14 4. I received RadNet's Notice of Data Breach on or about September 21,
15 2020.

16 5. I sought out and spoke with experienced attorneys to determine if I
17 would retain them to handle my case. They spent significant time communicating
18 with me about the facts of this case and the law, including what was involved in
19 being a class representative. In the end, I decided to vindicate not only my own
20 rights, but also those of others affected by RadNet's Data Breach, by serving as a
21 class representative in this class action lawsuit. Instrumental in my decision to be
22 a class representative was my own desire to provide recourse to a proposed Class
23 of fellow RadNet former, current, and potential employees, who suffered injury and
24 damages from the Data Breach. Since agreeing to serve, I have diligently and
25 faithfully fulfilled our obligation, and I was instrumental in achieving the relief
26 obtained for the Class.

27 6. On February 28, 2021, I filed, together with other named Plaintiffs by
28 and through my attorneys, on my behalf and on behalf of similarly situated

1 individuals, a First Amended Consolidated Class Action Complaint.

2 7. I have participated in this litigation from early on through settlement
3 discussions. I have been in regular contact with my attorneys during the course of
4 this matter.

5 8. I estimate that I have spent approximately 20 hours of my time on this
6 litigation to date. Among other things, I have spent time: researching my rights
7 and those of the Class; speaking with and otherwise communicating with Class
8 Counsel; producing documents related to the case; and reviewing pleadings and
9 declarations in support of motions filed in the action.

10 9. I am familiar with the work involved in prosecuting this action and
11 worked closely with my attorneys in prosecuting the action and in obtaining the
12 relief provided by the settlement. Throughout this litigation, I made myself
13 available to discuss developments in the case as part of my duty as a Class
14 Representative. All in all, I have devoted significant time and attention to this case.

15 10. I have fairly represented the absent Class members and herein request
16 that the Court approve this settlement. I have maintained the best interests of the
17 Class while performing our class representative duties.

18 11. My chosen counsel, Clayco C. Arnold, A Professional Law
19 Corporation, and Morgan and Morgan Complex Litigation Group, have fairly and
20 adequately represented the interests of the Class, and have demonstrated their
21 valuable experience and qualifications in conducting the pending litigation. They
22 are experienced in prosecuting class actions such as this and have successfully
23 prosecuted numerous class actions in recent years, recovering hundreds of millions
24 of dollars for class members across the country. They have continued to provide
25 fair and vigorous representation for the Class in this matter.

26 12. By serving as a Class Representatives in this action, I bore a certain
27 amount of risk that other Class members did not bear. In addition to the time I spent

1 participating in the prosecution of this case, I took a risk by coming forward and
 2 filing this class action. As a result of my stepping forward and conducting a pre-
 3 suit investigation, however, Class members will receive the benefits of the
 4 settlement to compensate them for the injuries directly and proximately caused by
 5 Defendants' failure to implement or maintain adequate data security measures for
 6 PII.

7 13. Based on the foregoing, I respectfully request that this Court award me
 8 an incentive award of \$1,500.

9
 10 I declare under penalty of perjury under the laws of the United States of
 11 America that the foregoing is true and correct. Executed this 13th day of October,
 12 2021, at Arvada, Colorado.

13
 14 

15 DEBRA PALMER

16
 17 M. Anderson Berry (SBN 262879)
 18 **CLAYEO C. ARNOLD,**
 19 **A PROFESSIONAL LAW CORP.**
 20 865 Howe Avenue
 21 Sacramento, CA 95825
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 26 Ryan McGee (Admitted *Pro Hac Vice*)
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5 William Federman (Admitted *Pro Hac*
6 *Vice*)

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16 Robert S. Green

17 **GREEN & NOBLIN, P.C.**

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Audit Trail

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 13 / 2021

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Sent for signature to Debra Palmer
(debra.j.palmer@comcast.net) from olya@justice4you.com
IP: 207.231.66.54



VIEWED

10 / 13 / 2021

22:41:22 UTC

Viewed by Debra Palmer (debra.j.palmer@comcast.net)
IP: 76.120.42.140



SIGNED

10 / 13 / 2021

22:42:39 UTC

Signed by Debra Palmer (debra.j.palmer@comcast.net)
IP: 76.120.42.140



COMPLETED

10 / 13 / 2021

22:42:39 UTC

The document has been completed.

1 Gayle M. Blatt, SBN 122048
2 *gmb@cglaw.com*
3 Jeremy Robinson, SBN 188325
4 *jrobinson@cglaw.com*
5 P. Camille Guerra, SBN 326546
6 *camille@cglaw.com*

7 110 Laurel Street
8 San Diego, CA 92101
9 Telephone: (619) 238-1811
10 Facsimile: (619) 544-9232

11 *Settlement Class Counsel*

12
13
14 NOREEN PFEIFFER, *et al.*, on behalf
15 of himself and all others similarly
16 situated,

17 Plaintiff,

18 vs.

19 RADNET, INC., a Delaware
20 corporation,

21 Defendants.
22
23
24
25
26
27
28

Case No.: 2:20-cv-09553 (RGK)(SK)
Consolidated with
2:20-cv-10180 (RGK) (SK)
2:20-cv-10328 (RGK) (SK)

Judge: Hon. R. Gary Klausner

M

M

M

M

Date: February 7, 2022

Time: 9:00 a.m.

Crtrm: 850, 8th Floor

1 I, Gayle M. Blatt, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I
3 am a partner in the law firm of Casey Gerry Schenk Francavilla Blatt & Penfield,
4 LLP (“Casey Gerry”).

5 2. I have been involved in the pending case since its inception. I have
6 personal knowledge of the matters stated herein and, if called upon, I could and
7 would testify competently to those matters. I respectfully submit this Declaration
8 in support of Plaintiffs’ Motion for Attorneys’ Fees Award, Expense
9 Reimbursement and Service Awards for Representative Plaintiffs.

10 r d d r r r d

11 3. In October and November 2020, three Complaints were filed against
12 Defendant related to the data breach that occurred on July 18, 2020. Plaintiffs’
13 counsel worked collaboratively and filed a Consolidated Complaint in January
14 2021.

15 4. I have extensive experience in data breach litigation. My leadership
16 experience includes appointments as interim co-lead counsel in *DeSue v. 20/20 Eye*
17 *Care Network Inc.* No. 21- cv-61275-RAR (S.D. Fla.), in *In re Warner Music*
18 *Group Data Breach Litigation*, No. 20-cv-07473-PGG (S.D.N.Y.), and in *In re US*
19 *Fertility LLC Data Security Litigation*, No. 8:21-cv-00299 (D. Md.). I served as
20 settlement class counsel in *In re Citrix Data Breach Litigation*, No. 19-cv-61350-
21 RKA (S.D. Fla.), was appointed to the Plaintiffs Executive Committee in *In re*
22 *EyeMed Vision Care, LLC Data Security Breach Litigation*, No. 21-cv-00036-
23 DRC (S.D. Ohio), and served on the five-member PEC overseeing the class action
24 litigation related to the massive Yahoo data breaches, No. 16-MD-02752 (N.D.
25 Cal.). I also served on the law and briefing committee in the consolidated data
26 breach class action *Adkins v. Facebook, Inc.*, No. 18-05982-WHA (N.D. Cal.), as
27 settlement class counsel in *Sung v. Schurman Fine Papers d/b/a Schurman Retail*
28

1 *Group*, No. 17-cv-02760-LB (N.D. Cal.), and as liaison counsel in *In re Sony*
2 *Gaming Networks and Customer Data Security Breach Litigation*, No. 11-md-
3 02258-AJB (S.D. Cal.). This Court appointed me to serve as Interim Lead Class
4 Counsel on March 17, 2021, and on August 18, 2021, this Court appointed me
5 along with Plaintiffs' counsel, John A. Yanchunis, M. Anderson Berry, and
6 William B. Federman as Settlement Class Counsel ("Class Counsel").

7 5. On April 21, 2021, Plaintiffs' counsel participated in good faith, arm's
8 length settlement negotiations during a day-long mediation with mediator Bennett
9 G. Picker, who has extensive experience in mediating data breach matters. Further
10 negotiations following the mediation resulted agreement on all terms that comprise
11 the settlement in which Defendant agreed to pay \$2,600,000 for the benefit of the
12 Settlement Class Members (the "Settlement Fund").

13 6. I believe this Settlement is an excellent settlement for the Class as it
14 provides meaningful benefits, both monetary and non-monetary to the Class
15 Members which are set forth in detail further below.

16 7. As part of our efforts on behalf of the Class, Class Counsel with
17 assistance of Attorney Robert S. Green performed the following work in the course
18 of our representation of Plaintiffs, leading up to and after the Settlement was
19 reached:

- 20 a. Substantial investigation, including by a retired FBI agent, into the
21 nature and background of the data breach
- 22 b. Communicated with a number of Class Members affected by the
23 Data Breach regarding the case and their rights
- 24 c. Engaged, retained and worked with a cyber security expert and an
25 economist to assess and opine on the nature, cause, extent and
26 impact of the data breach
- 27 d. Developed theories of liability based on the investigative reports

- e. Drafted initial Complaints, a Consolidated Complaint and First Amended Complaint
- f. Worked with experts to develop liability and damage models
- g. Drafted a Motion for Class Certification
- h. Drafted Opposition to Defendant's Motion to Compel Arbitration
- i. Drafted Opposition to Defendant's Motion to Dismiss the Consolidated and First Amended Complaints
- j. Engaged in formal and informal discovery with Defendant
- k. Prepared for and participated in deposition of Plaintiffs' cyber-security expert
- l. Prepared for and participated in a full day mediation and continued engaging in settlement negotiations thereafter
- m. Drafted the Rule 26 report
- n. Attended the Scheduling Conference
- o. Drafted Settlement Terms and Agreement
- p. Evaluated proposals for class action settlement administrator and engaging the same
- q. Drafted Notice to the Class and accompanying Claim Form
- r. Briefed the Motions for Preliminary Approval of Settlement, and
- s. Communicated with named Plaintiffs on an ongoing basis regarding the case, preparation of discovery responses, settlement and other important issues that arose in the litigation.

r

8. This class action was brought by current and former employees on behalf of themselves and other employees of RadNet, Inc. ("RadNet" or "Defendant") and job applicants for positions at RadNet or affiliated entities who were informed by RadNet on or about September 21, 2020, via a letter entitled,

1 “Notice of Data Breach,” that their personally identifiable information may have
2 been implicated in a security incident that occurred on or about July 18, 2020, in
3 which an unknown third party gained unauthorized access to a RadNet server that
4 was used to store certain employee data.

5 9. On October 19, 2020, Plaintiffs Noreen Pfeiffer, Jose Contreras, and
6 Susan Wright, filed a class action complaint against RadNet, Inc., Case No. 2:20-
7 cv-09553.

8 10. On November 5, 2020, Plaintiff Kelly Lancaster filed a class action
9 complaint against RadNet, Inc., Case No. 2:20-cv-10180.

10 11. On November 11, 2020, Plaintiffs Donna Horowitz, Debra Palmer,
11 and Annabelle Gonzales filed a class action complaint against RadNet, Inc., Case
12 No. 2:20-cv-10328.

13 12. On January 8, 2021, Plaintiffs Noreen Pfeiffer, Jose Contreras, Susan
14 Wright, Kelly Lancaster, Donna Horowitz, Debra Palmer, and Annabelle Gonzales
15 (“Plaintiffs”) filed a Consolidated Class Action Complaint. ECF No. 19.

16 13. RadNet moved to dismiss the Consolidated Complaint and to compel
17 arbitration as to three of the named Plaintiffs. ECF Nos. 26 and 32.

18 14. Plaintiffs filed a First Amended Consolidated Complaint (“FAC”) on
19 February 28, 2021, asserting claims against RadNet for violations of the (1)
20 California Business & Professions Code §§ 17200, *et seq.*, (2) Negligence, (3)
21 Breach of Implied Contract, (4) Breach of Confidence, (5) Invasion of Privacy, (6)
22 Breach of Fiduciary Duty, (7) Breach of Covenant of Good Faith and Fair Dealing,
23 (8) Declaratory and Injunctive Relief, and (9) California Consumer Privacy Act §
24 1798.150 (the “Action”). ECF No. 34.

25 15. RadNet moved to dismiss the FAC and again to compel
26 arbitration of certain named Plaintiffs’ Claims. ECF Nos. 36 and 39.

1 16. On March 19, 2021, Plaintiffs filed their Motion for Class
2 Certification, supported by two expert declarations. ECF No. 41.

3 17. On April 6, 2021, Plaintiffs filed their opposition to RadNet's motions
4 to dismiss and compel arbitration. ECF Nos. 44 and 45.

5 18. On April 12, 2021, RadNet filed their replies in support of RadNet's
6 motions to dismiss and compel arbitration. ECF Nos. 47 and 48.

7 19. The Parties attended a remote full day mediation on April 21, 2021,
8 which resulted in agreement on essential terms of the proposed settlement.
9 Negotiations continued on remaining issues in the ensuing weeks.

10 20. Before attending mediation, the parties engaged in formal and
11 informal discovery.

12 21. Plaintiffs served RadNet formal requests for admission, requests for
13 production of documents, and a FRCP 30(b)(6) Notice of Deposition.

14 22. RadNet served Plaintiffs with requests for admission, requests for
15 production of documents, and interrogatories.

16 23. Plaintiffs engaged a cyber- security expert and an economist to assess
17 and opine on the extent, cause and impact the breach, both of which experts proved
18 useful in supporting Plaintiffs' Motion for Class Certification and in informing
19 counsel on settlement discussions.

20 24. Plaintiffs' cyber security expert was deposed by RadNet. The
21 Plaintiffs' economist was scheduled for deposition when the case settled.

22 25. Plaintiffs served RadNet an informal list of information and
23 documents their counsel needed before they would agree to engage in any
24 settlement discussions. RadNet provided Plaintiffs with the information that they
25 needed to engage in meaningful settlement negotiations and mediation.

26 26. Mediation was initially scheduled for March 26, 2021 but was
27 rescheduled to April 21, 2021. Plaintiffs forwarded a detailed term sheet to
28

1 RadNet, setting forth a proposed settlement structure to guide negotiations.

2 27. The Parties participated in multiple pre-mediation conferences with
3 mediator Bennett G. Picker, who has extensive experience in mediating data
4 breach matters, including a joint pre-mediation conference on March 3, 2021. The
5 Plaintiffs also engaged in a separate pre-mediation conference with Mr. Picker on
6 March 29, 2021.

7 28. The Parties participated remotely in a full day of mediation with Mr.
8 Picker on April 21, 2021. Negotiations were conducted at arms-length and
9 agreement was reached on essential settlement terms.

10 29. Arm's-length negotiations continued to address the remaining issues
11 and an agreement was reached on all issues, culminating in Class Action
12 Settlement Agreement and Release ("Settlement Agreement").

13 d r

14 30. The Settlement Agreement provides for a non-reversionary Settlement
15 Fund in the amount of \$2,600,000 which will be used by the Settlement
16 Administrator to pay for (1) reimbursement of Out-of-Pocket Losses and Attested
17 Time; (2) Identity Restoration Services; (3) Credit Monitoring Services including
18 Identity Theft Insurance; (4) payments for California Subclass Members (CCPA
19 Payments); Alternative Cash Payments; (6) Service Award Payments approved by
20 the Court; (7) Attorneys' Fees and Costs and Expenses as approved by the Court;
21 and (8) Notice and Administration Expenses.

22 31. In exchange for release of their claims, the Settlement Class Members
23 may submit a claim online or by mail by December 28, 2021 for monetary benefits
24 and if they so elect, credit and other monitoring services. In particular, the benefits
25 to the Class are as set forth below.

26 32. r r . All Settlement Class
27 Members may submit a claim for up to \$15,000.00 for reimbursement of Out-of-
28

1 Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement
2 Class Members must submit a valid Claim Form that includes the following: (i)
3 third party documentation supporting the loss; and (ii) a brief description of the
4 documentation describing the nature of the loss, if the nature of the loss is not
5 apparent from the documentation alone.

6 33. r r d . All Settlement Class Members
7 may submit a claim for reimbursement of Attested Time up to five (5) hours at
8 twenty-five dollars (\$25.00) per hour by submitting a valid Claim Form.
9 Settlement Class Members can receive reimbursement of up to \$125.00 for
10 Attested Time with a brief description of the actions taken in response to the
11 Security Incident and the time associated with each action. A claim for Attested
12 Time may be combined with reimbursement for Out-of-Pocket Losses but in no
13 circumstance will a Settlement Class Member be eligible to receive more than the
14 \$15,000.00 individual cap.

15 34. r r r
16 r M r . All participating Settlement California Subclass
17 Members are eligible to receive a direct payment of \$75.00 per member if this
18 amount is greater than the Reimbursement of Out-of-Pocket Losses. California
19 residents may receive either this payment or the Reimbursement for Out-of-Pocket
20 Losses, but not both. The request must be submitted in a valid Claim Form that
21 includes the following: (i) the Claimant's name and current address; and (ii) a
22 statement signed under penalty of perjury attesting that the Claimant was a resident
23 of California at the time of the Security Incident.

24 35. r d d r M r d d r . All
25 participating Settlement Class Members are eligible to enroll in five (5) years of
26 Credit Monitoring Services provided by Identity Guard, regardless of whether the
27 Settlement Class Member submits a claim for reimbursement of Out-of-Pocket
28

1 Losses, Attested Time or a CCPA Payment. There is a 90-day enrollment period
2 for the Credit Monitoring Services. In addition to three bureau credit monitoring,
3 the Identity Guard program provides \$1,000,000.00 Identity Theft Insurance (with
4 \$0 deductible) for certain eligible losses and fraud related expenses, dark web and
5 bank account monitoring, identity restoration services, and a safe browsing tool.

6 36. A Participating Settlement Class Member can select either Credit and
7 Other Monitoring Services or an Alternative Cash Payment under the Settlement.

8 37. r . In lieu of Credit Monitoring Services,
9 Participating Settlement Class Members may elect to receive a cash payment of
10 \$125.00 from the Settlement Fund (“Alternative Cash Payments”).

11 38. d r r . All Participating Settlement Class
12 Members are automatically eligible to access Identity Restoration Services offered
13 through Identity Guard’s Total Service Plan for a period of five (5) years
14 regardless of whether they submit a claim under the Settlement. Any Participating
15 Settlement Class Member who chose not to enroll in Identity Guard’s Total
16 Service Plan, but who later has an identity event within the 5-year term, is able to
17 call Identity Guard and Identity Guard will enroll that person in the Total Service
18 Plan for the remainder of the 5-year term and assist that Participating Class
19 Member in resolving the identity event issue.

20 39. In the event that twenty-five (25) percent or more Participating
21 Settlement Class Members elect to enroll in Credit Monitoring Services under the
22 Settlement, the number of years of Credit Monitoring Services provided to each
23 Participating Settlement Class Member who claims that benefit may be reduced to
24 three (3) years to ensure the Net Settlement Fund will adequately fund other
25 Settlement benefits.

26 40. In the event that the aggregate amount of all costs for credit
27 monitoring and payments to Settlement Class Members, less costs and expenses
28

(Service Award Payments, Notice and Administration Expenses and the Fee Award and Costs) exceeds the total amount of the Net Settlement Fund, then the payments will be proportionately reduced on a pro rata basis.

41. In the event that the aggregate amount of all costs for credit monitoring and payments to Settlement Class Members, less costs and expenses (Service Award Payments, Notice and Administration Expenses and the Fee Award and Costs) does not exceed the Net Settlement Fund, then the value of all payments for monetary compensation under this Settlement Agreement (Out-of-Pocket Expenses, Attested Time, CCPA payments and Alternative Cash Payments) will be proportionally increased on a pro rata basis.

42. . The Settlement Agreement also sets forth the comprehensive injunctive relief portion of this settlement, which RadNet agrees to adopt and implement for a period of at least three (3) years following the Effective Date. The injunctive relief includes:

- a. Endpoint protection: Ensure implementation of endpoint security measures, including appropriate implementation of endpoint security applications, patching mechanisms, logging and alerting.
- b. Restrictive server access: Restrict remote access to and between RadNet servers that are used to store employee and job applicant PII, including appropriate geoblocking of malicious traffic and segmenting systems through firewalls and access controls.
- c. Vulnerability scanning: Conduct a recurring vulnerability scanning and implement remediation program for RadNet servers used to store employee and job applicant PII.
- d. Cybersecurity Training and Awareness Program: Conduct internal training and education to inform internal security personnel how to

1 identify and contain a breach when it occurs and what to do in
2 response to a breach.

3 43. The Release is narrowly tailored to release only those claims which
4 could have been brought in this action. In particular, the Released Claims against
5 RadNet include those arising out of the security incident including 1) the alleged
6 disclosure of the settlement class members PII; 2) the maintenance of settlement
7 class members' PII; 3) RadNet's information security policies and practices; and 4)
8 the provision of notice of the security incident to Class Members.

9 44. To date, the claims administrator has received over 300 claims and
10 two requests for exclusion, and we are not aware of any Class Member objections
11 to the Settlement.

12 r d r rd

13 45. Class Counsel have worked diligently on behalf of Settlement Class
14 Members since the filing of the first case in October 2020, including 1447.20 hours
15 of work to date, which has resulted in the Class Settlement of \$2,600,000.00. The
16 attorneys' fees sought herein are reasonable and fair compensation for undertaking
17 this case on a contingency basis, and for obtaining the relief for Plaintiffs and the
18 Settlement Class. Throughout this action, we have been challenged by highly
19 experienced and skilled counsel who had the ability to deploy substantial resources
20 on behalf of their respective client. Defendant contested its liability from the start,
21 asserting the Settlement Class members had failed to adequately allege any viable
22 claims or damages, and that some were subject to an arbitration agreement.

23 46. Class Counsel have significant expertise in consumer class actions.
24 The quality of our representation is reflected in the work we performed throughout
25 the case and, ultimately, in the favorable settlement for the Settlement Class.

26 47. I was appointed Interim Lead Class Counsel by this court, and all
27 counsel worked collaboratively throughout the case to ensure that Plaintiffs and the
28

1 Classes we sought to represent were zealously represented, while ensuring
2 efficiency and avoiding duplicative effort.

3 48. My office has expended 784.70 hours to date in this matter for a total
4 lodestar of \$560,517.50. The rates attributable to the attorneys and paralegals in
5 my firm are well within those generally accepted and approved by the courts in this
6 district and others in California and elsewhere.

7 49. The hours expended are set forth below by attorney and paralegal
8 along with the number of hours recorded and their customary rates:

9			r		
10	Gayle M. Blatt	Attorney	225.70	\$900.00	\$203,130.00
11	Jeremy Robinson	Attorney	123.20	\$800.00	\$98,560.00
12	P. Camille Guerra	Attorney	133.40	\$700.00	\$93,380.00
13	James Davis	Attorney	37.60	\$475.00	\$17,860.00
14	Catherine McBain	Attorney	153.10	\$450.00	\$68,895.00
15	Deval averi	Attorney	101.00	\$750.00	\$75,750.00
16	Michelle Springer	Paralegal	10.70	\$275.00	<u>\$2,942.50</u>
			784.70		\$560,517.50

17 50. As detailed above, and as set forth herein and in the Declarations of
18 John Yanchunis, William B. Federman and M. Anderson Berry, Class Counsel
19 performed a significant amount of work in this Action. In addition, Robert S.
20 Green worked on behalf of the class and expended time and incurred expense
21 sought herein. The work performed by my office included working with numerous
22 Class Members affected by the subject incident, communicating and representing
23 three Plaintiffs who filed the initial complaint in this matter, conducting
24 investigation, research and preparing the complaints, engaging in formal and
25 informal discovery, working with the cybersecurity expert on issues relating to
26 injunctive relief and others, researching and working on opposing motions to
27 dismiss and to compel arbitration, and editing the Plaintiffs' motion for class
28

1 certification, drafting and revising a proposed Protective Order, working with the
2 economist regarding the class wide damage model, and who supported Plaintiffs
3 Motion for Class Certification, participating in the drafting and filing of the Rule
4 26(f) Report, attending the Scheduling Conference, participating in mediation and
5 ongoing settlement negotiations, and preparing and negotiating the final terms of
6 the Settlement Agreement, working with the class action settlement administrator,
7 communicating with the named Plaintiffs on the ongoing issues and milestones in
8 the litigation, working with our Plaintiffs to fulfill their discovery obligations, and
9 addressing the settlement issues with them, among other issues that arose during
10 the conduct of the case, working on editing the Notice to the Class and the Claim
11 Form for dissemination to the Class, and drafting the Motion for Preliminary
12 Approval of the Settlement and the instant motion.

13 51. Class Counsel request an award of \$650,000.00 in attorneys' fees,
14 which represents 25% of the Settlement Fund, plus reimbursement of expenses and
15 litigation costs in the amount of \$49,489.39.

16 52. The parties addressed reasonable attorneys' fees, costs, and expenses
17 for Class Counsel only after they reached an agreement on the material terms of
18 the settlement on behalf of the Class. After the negotiation, RadNet agreed not to
19 oppose Class Counsel's request for a fee equal to 25% of the settlement fund, *i.e.*,
20 \$650,00.00.

21 53. Based on a percentage of the settlement funds obtained for the Class,
22 the reasonableness of the proposed fee award is well supported by a cross-check
23 against the total lodestar of Class Counsel. Class counsel collectively have so far
24 spent a total of 1447.20 hours on this matter through October 13, 2021, with a
25 collective lodestar of \$981,231.40. Thus, the requested fee award of \$650,000.00
26 represents a significant negative multiplier of .66 of Class Counsel's total lodestar.

1 54. As confirmed in the respective declarations from each of the firms
2 involved in this Action, the hourly rates used to determine lodestar represent Class
3 Counsel's customary professional rates, and all counsel used best efforts to avoid
4 unnecessary duplication of effort.

5 55. Additional time will also be spent in the future to prepare the motion
6 for final approval, to respond to any objections, to prepare for and attend the
7 fairness hearing and obtain final approval, to defend any appeals taken from the
8 final judgment approving the Settlement if such appeals are taken, to respond to
9 inquiries from Class Members about the case and the Settlement, and ensure that
10 the distribution of settlement proceeds to Class Members is done in a timely
11 manner in accordance with the terms of the Settlement.

12 56. Class Counsel have also incurred a total of \$49,489,39 in costs and
13 expenses for which they request reimbursement. These expenses were reasonably
14 and necessarily advanced in connection with litigation for the benefit of the class,
15 and include expenses for filing and service, experts, mediation, legal research,
16 deposition costs, copying and mailing, and other customary litigation expenses. As
17 confirmed in the respective firm declarations, these expenses are based on the
18 books and records of the firms and represent an accurate recordation of costs and
19 expenses incurred in connection with this Action.

20 57. My firm has incurred expenses in the amount of \$31,019.76. This
21 total includes expenses related to filing and service of the Complaint and
22 pleadings, legal research, mediation fees, expert and deposition transcript fees,
23 telephone conference costs and postage, all of which were reasonably and
24 necessarily incurred in the litigation of this matter; the summary of which is as
25 follows:

26 ///

27 ///

1	Filing & service of process	\$724.00
2	Legal Research:	\$10,455.36
3	Experts	\$7,641.00
4	Deposition expenses	\$2,384.92
5	Mediation expenses	\$9,712.50
6	Postage	\$58.26
7	Telephone	\$43.72
		\$31,019.76

8 58. The proposed \$1,500.00 service award for each Plaintiff is consistent
9 with or below those approved in other data breach class action settlements.

10 59. Plaintiffs have been active class representatives. They investigated
11 their claims both prior to and after retaining counsel; participated in numerous
12 conversations with counsel, answering many questions about themselves, their
13 backgrounds, their experiences at RadNet and as a result of the breach; reviewed
14 and approved the multiple complaints; prepared answers to written discovery and
15 provided documents responsive to RadNet's discovery; and maintained regular
16 communications with counsel to monitor the progress of the litigation. They also
17 conferred with counsel regarding the terms of the Settlement Agreement.

18 60. The subject of service awards was not raised nor negotiated until after
19 the parties had reached a settlement of the underlying claims, and the Plaintiffs'
20 consent and agreement to the terms of the Settlement was not, nor is it in any way,
21 conditioned on Plaintiffs' receipt of a service award.

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