

TIFFANY RAYBURN and MARQUITA )  
PATTERSON, individually, and on behalf )  
of all others similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. ) Case No.: 2522-CC00257  
 )  
MERS MISSOURI GOODWILL )  
INDUSTRIES, )  
 )  
Defendant. )  
 )

I, Raina C. Borrelli, hereby declare as follows:

2. Prior to filing suit, Settlement Class Counsel conducted extensive investigations into the Data Incident. Settlement Class Counsel had to understand Defendant MERS Missouri Goodwill Industries' ("Defendant") business and its relationship with its current and former employees. Plaintiffs' counsel next had to investigate Defendant's response to the Data Incident and whether it was sufficiently thorough. Plaintiffs' counsel examined sample data breach notices and related information that Defendant submitted to the various governmental entities. Plaintiffs' counsel analyzed these notices to determine the extent to which they complied with state mandated notice requirements.

3. Settlement Class Counsel invested additional time and labor by interviewing potential clients, researching viable claims under Missouri law, drafting the complaint, reviewing the complaint with Plaintiffs, drafting and serving informal discovery, and reviewing informal discovery from Defendant, briefing Plaintiffs' positions prior to mediation, and forcefully advocating for a settlement for Plaintiffs and the Class during a full-day mediation.

4. In September 2024, the Parties initiated settlement negotiations to explore a resolution rather than proceed with timely and expensive discovery. To facilitate negotiations, the Parties agreed to use experienced mediator Honorable David E. Jones (Ret.) of Resolute Dispute Resolution Nationwide. Prior to the mediation, the Parties submitted briefs to Judge Jones which set forth their respective positions on the strengths of Plaintiffs' case and Defendant's defenses, and Defendant produced pre-mediation documents.

5. On November 21, 2024, the Parties attended a full day mediation at Plaintiffs' counsel's office with Judge Jones and reached an agreement in principle. Over the ensuing weeks, the Parties continued negotiating the finer points of the Settlement Agreement, diligently drafting and finalizing the Settlement, Notice, and Claim Forms, and drafting the motion for preliminary approval for presentment to the Court. The Parties did not negotiate attorney's fees or a service award until after they had agreed on benefits for the Settlement class. Plaintiffs' counsel is confident that the Settlement terms are fair, reasonable, adequate, and provide significant relief to the Settlement Class.

6. Settlement Class Counsel demonstrated skill and dedication in zealously litigating the case, obtaining significant results and benefits for the class. Similarly, Defendant was defended by highly skilled and experienced counsel, which further evidences the effectiveness of Settlement Class Counsel.

7. As part of the Settlement Agreement, Defendant has agreed to pay for the entire cost of Claims Administration and Notice separately from any funds made available to the class, much like the Attorneys Fees, expenses, and service award payments.

8. Since reaching the Settlement, Settlement Class Counsel has drafted a motion for preliminary approval of the Settlement and assisted with the drafting and preparation of the Settlement Agreement, short and long form notice, and claim forms.

9. Plaintiffs Tiffany Rayburn and Marquita Patterson assisted in the investigation of this case, participated in extensive interviews, reviewed and approved pleadings, stayed in contact with Settlement Class Counsel, and answered Settlement Class Counsel's many questions.

10. Settlement Class Counsel's work is not over and will continue throughout the claims period. Based on experience, Settlement Class Counsel will spend substantial additional hours seeking final approval, defending the Settlement from potential objections (of which there are none to date), and supervising claims administration and the distribution of proceeds.

11. Based on Settlement Counsel's experience, my firm expects to spend another 30-40 hours seeking final approval, defending the Settlement from and potential objections, and supervising claims administration and the distribution of proceeds.

12. Settlement Class Counsel advises that their respective Plaintiffs/Class Representatives approve of Settlement Class Counsel's fee request.

13. Settlement Class Counsel incurred reasonable and necessary costs of \$3,012.17 for mediation, filing fees, service, and pro hacs.

14. To date, Settlement Class Counsel have expended 145.5 hours litigating this case, incurring a lodestar of \$91,920.65 at their customary rates, and reasonably expect to incur additional hours throughout the final approval process and in administering the settlement.

Settlement Class Counsel's billing records have been reviewed for duplicative work, and to ensure appropriate tasks were delegated to paralegals or support staff.

<u><b>Biller</b></u>	<u><b>Position</b></u>	<u><b>Hourly Rate</b></u>	<u><b>Time Spent</b></u>	<u><b>Lodestar</b></u>
<b>Strauss Borrelli PLLC</b>				
Raina C. Borrelli	Managing Partner	\$700.00	65.1	\$45,570.00
Sam J. Strauss	Managing Partner	\$700.00	26.2	\$18,340.00
Stephen Pigozzi	Associate	\$515.00	35.9	\$18,488.50
Sarah Soleiman	Associate	\$400.00	10.7	\$4,280.00
John Erickson	Legal Assistant	\$150	.3	\$45.00
<b>Stranch, Jennings &amp; Garvey, PLLC</b>				
Colleen Garvey	Attorney	\$655.20	5.1	\$3,341.52
Chrissy Engelmann	Paralegal	\$357.08	1.5	\$535.62
Adriana Chavez	Paralegal	\$375.00	.7	\$262.5
		<b>Total:</b>	<b>145.5</b>	<b>\$91,920.65</b>

15. Settlement Class Counsel's hourly rates, pictured above, are customary for their firms and are reasonable in the complex class action context.

16. The current lodestar multiplier of 3.56 (which will decrease as Class Counsel expend additional hours on this litigation) is within the range of lodestar multipliers regularly approved in Missouri. *See Allicks v. Omni Specialty Packaging, LLC*, Case No. 4:19-cv-1038-DGK, 2021 U.S. Dist. LEXIS 102077, at \*7 (W.D. Mo. May 28, 2021) (holding a multiplier of 3.3 was "not unreasonable"). This multiplier is calculated by first subtracting the incurred costs of

\$3,012.17 from the requested fee award of \$333,000 which equates to a net fee request of \$326,987.83. Then, the fee multiplier is calculated by dividing \$326,987.83 by the total lodestar of \$91,920.65. This equals a multiplier of 3.56.

17. The lodestar multiplier will ultimately be much lower once final approval is sought, as Counsel expects to spend additional time in the finalization and filing of this motion, at the final approval hearing, and through the end of the claims process and distribution of funds to those Settlement Class Members who made eligible claims.

18. Additionally, Settlement Class Counsel dedicated significant time keeping the Settlement Class Representatives informed throughout the litigation. This included obtaining information from and securing approval for the filing of the complaint, keeping the Class Representative apprised of and involved in key decisions, litigation strategies, and ultimately, the Settlement reached in this case. Settlement Class Counsel was precluded from representing other clients during the 136.7 hours that Settlement Class Counsel invested in this case.

19. Settlement Class Counsel assumed considerable risk to pursue this matter on a pure contingency basis, and have not been compensated for any time spent in the litigation. Indeed, Settlement Class Counsel assumed a significant risk of underpayment (or even nonpayment). Absent taking this case on a contingency basis, it is very likely that the Settlement Class Members would not be able to take advantage of the significant relief being made available. Moreover, given the immediacy of the injuries and risks created by data breaches (such as the risk of future identity theft and fraud), Settlement Class Members benefited from the efficient prosecution of this case because Settlement Class Members can obtain timely and tailored relief immediately.

20. The value of this Settlement is underscored by the complexity of the litigation and the significant risks and barriers that loomed in the absence of Settlement. Data breach cases are

especially risky, expensive, and complex. Moreover, Settlement Class Counsel anticipates MERS would likely raise substantial and potentially meritorious defenses. This is significant because in the data breach context, few cases have gone through the certification stage, and none have been tried. Any of these risks could easily have impeded, if not prevented, Plaintiff and Settlement Class Members from receiving any relief from their alleged injuries. As such, the recovery provided by this Settlement must be judged in reference to the reality that recovery through continued litigation could only have been achieved if Plaintiffs succeeded in certifying a class, defeating a motion for summary judgment, establishing liability and damages at trial, and defending against any appeal. Thus, the Settlement here is a fair and reasonable recovery for the Settlement Class in light of MERS' defenses, and the challenging and unpredictable path of protracted litigation.

21. Settlement Class Counsel have maintained a professional relationship with Plaintiffs since this case was filed. Without the efforts of Plaintiffs, the thousands of other Settlement Class Members would not have received the benefits of the Settlement. Plaintiffs committed to participate actively in what they knew could be a long and hard-fought lawsuit, and to do so on behalf of a Class of thousands of other Settlement Class Members, with no guarantee of ever being compensated. Even though no award of any sort was promised to Plaintiffs, they contributed their time and effort by assisting in the litigation, aiding in the preparation of the Complaint, and approving of the Settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 23rd day of May 2025, at Eagan, Minnesota.

/s/ Raina C. Borrelli  
Raina C. Borrelli