

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE WRIGHT & FILIPPIS, LLC
DATA SECURITY BREACH
LITIGATION

Case No: 2:22-cv-12908-SFC

Hon. Sean F. Cox

CLASS ACTION

**ORDER AWARDING ATTORNEYS' FEES,
EXPENSES, AND SERVICE AWARDS**

This matter came before the Court for a duly noticed hearing on May 30, 2024 (the “Fairness Hearing”), upon *Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards* (the “Fee and Expense Application”) in the above-captioned consolidated action (“Action”). The Court has considered the Fee and Expense Application and all supporting and other related materials, including the matters presented at the Fairness Hearing. Due and adequate notice of the Class Action Settlement Agreement and Release entered into on October 13, 2023 (the “Settlement Agreement”)¹ having been given to the Settlement Class Members, the Fairness Hearing having been held, and the Court having considered all papers filed

¹ Unless otherwise defined herein, all capitalized terms used have the meanings set forth and defined in the Settlement Agreement.

and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has personal jurisdiction over Plaintiffs, Defendant Wright & Filippis, LLC (“Defendant” or “W&F”), and all Settlement Class Members, and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto.

2. Notice of the Fee and Expense Application was provided to potential Settlement Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal Rules of Civil Procedure and due process requirements.

3. Class Counsel is hereby awarded attorneys’ fees in the amount of 33 and 1/3% of the Settlement Fund or \$966,666.66 (nine hundred sixty-six thousand, six hundred sixty-six dollars and sixty-six cents), which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.

4. Class Counsel is hereby awarded attorney costs and litigation expenses in the amount of \$24,575.84, which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.²

² Attached as Exhibit 1 hereto is the Declaration of Gregory A. Mitchell, esq., providing a breakdown of the reasonable attorney litigation costs and expenses incurred in this Action.

5. Plaintiffs Chiquita Braggs, Scott Hamilton, Diane Huff, Shawn Kolka, and Craig Mejia are each individually awarded \$1,500 as a Service Award in recognition of their efforts on behalf of the Settlement Class, which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.

6. Pursuant to Section 9.2 of the Settlement Agreement, unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

7. In making these awards, the Court has considered and found that:

a. Class Counsel and Plaintiffs' Counsel have prosecuted the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

b. The Action involves numerous complex factual and legal issues and was actively litigated and, in the absence of a settlement, would have involved lengthy proceedings with uncertain resolution of the numerous complex factual and legal issues;

c. Had Class Counsel and Plaintiffs' Counsel not achieved the Settlement, a risk would remain that Plaintiffs and the Settlement Class may have recovered less or nothing from W&F;

d. Public policy considerations support the requested fee, as only a small number of firms have the requisite expertise and resources to successfully prosecute cases such as the Action;

e. Notice was disseminated and posted advising that Class Counsel may move for an award of attorneys' fees up to (33 1/3%) (thirty-three and one-third percent) of the Settlement Fund, and, separately, reasonably incurred attorney litigation expenses and costs (i.e., Fee Award and Costs), and that Class Representatives may seek a Service Award in an amount up to \$1,500 (One Thousand Five Hundred Dollars) per Class Representative;

f. The attorneys' fee award is fair, reasonable, appropriate and consistent with the awards in similar common fund cases, in view of the applicable legal principles and the particular facts and circumstances of the Action;

g. The attorneys' costs and expenses incurred were reasonable and necessary to the prosecution of the Action; and

h. Plaintiffs contributed their time and efforts to the prosecution of this Action for the benefit of the Settlement Class.

8. In the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this

Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses. Pursuant to Section 9.3 of the Settlement Agreement, the Settlement is not conditioned upon the Court's approval of an award of Class Counsel fees, costs, expenses, or Service Awards.

9. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund within five (5) Business Days after the Effective Date.

10. The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within five (5) Business Days after the Effective Date.

IT IS SO ORDERED.

Dated: June 20, 2024

s/Sean F. Cox

Sean F. Cox

United States District Judge

Exhibit 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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IN RE WRIGHT & FILIPPIS, LLC
DATA SECURITY BREACH
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Case No: 2:22-cv-12908-SFC

Hon. Sean F. Cox

CLASS ACTION

**DECLARATION OF GREGORY A. MITCHELL IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES,
COSTS, EXPENSES, AND SERVICE AWARDS**

I, Gregory A. Mitchell, pursuant to 28 U.S.C. § 1746 hereby declare as follows:

1. I am an attorney at The Miller Law Firm, P.C., located in Rochester and Detroit, Michigan; The Miller Law Firm is Chair of Settlement Class Counsel in this Action. I am a member in good standing of the Michigan Bar and a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs, Expenses, and Service Awards.

3. The total amount of litigation costs and expenses defined in Section 1.19 of the Settlement Agreement incurred by counsel representing the Class in this Action is \$24,575.84.

4. The reasonable litigation costs and expenses incurred by counsel representing the Class in this Action includes those incurred in the filing and prosecution of the following cases (which were ultimately consolidated into the present case): *Mejia v. Wright & Filippis, Inc.*, No. 2:22-cv-12914; *Cullin v. Wright & Filippis LLC*, No. 2:22-cv-12917; *Thomason v. Wright & Filippis LLC*, No. 2:22-cv-12946; *Hamilton v. Wright & Filippis, Inc.*, No. 2:22-cv-12961-VAR; *Kolka v. Wright & Filippis, LLC*, No. 1:22-cv-12982; *Eckel v. Wright & Filippis, LLC*, No. 2:22-cv-13023; *Hayes v. Wright & Filippis, LLC*, No. 2:23-cv-10438.

5. The table below represents a breakdown of the total set forth in ¶ 3:

COST/EXPENSE CATEGORY	AMOUNT INCURRED
Filing Fees, Admission, Pacer, and Service Fees	\$4,244.30
Printing/Mailing/Copying/Research	\$1,732.80
Mediation	\$13,418.25
Travel	\$5,180.49
TOTAL:	\$24,575.84

6. The aforementioned attorney costs and expenses are reflected in the records of the firms who filed the above referenced cases ultimately consolidated here and were necessary to prosecute this Action.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of June 2024, in Rochester, Michigan.

/s/ Gregory A. Mitchell
Gregory A. Mitchell