

**CAUSE NO. DC-25-07674**

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**RAYMOND NEWSON, et al.**, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

**LANDMARK ADMIN, LLC, et al.**,

Defendants.

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

193rd JUDICIAL DISTRICT

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**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES,  
EXPENSES, AND SERVICE AWARDS**

Plaintiffs Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis, and Sherika Dodson submit this Motion for Attorneys' Fees, Expenses, and Service Awards, respectfully requesting that this Court grant Settlement Class Counsel's<sup>1</sup> request for an award of attorneys' fees, inclusive of costs and expenses, in the amount of \$2,000,000, and Service Awards of \$1,500 to each Plaintiff. In support thereof, Plaintiffs state as follows:

**I. INTRODUCTION**

Settlement Class Counsel have zealously prosecuted Plaintiffs' claims, achieving a Settlement that offers significant benefits up to \$6,000,000.00 to the Settlement Class plus \$151,000.00 in remedial measures to be implemented and maintained by Landmark. This result was achieved only after Class Counsel conducted extensive research and an informal exchange of

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those set forth in the Settlement Agreement ("SA").

documents and information, a full-day of mediation and protracted arms-length negotiations, and additional months spent drafting and finalizing of the Settlement Agreement and preliminary approval papers.

On August 28, 2025, the Court issued an order preliminarily approving the Parties' Settlement and directing that Notice be issued to the Settlement Class. Settlement Class Counsel's efforts resulted in the availability of up to \$6,000,000.00 in valuable relief for the approximately 1.6 million Settlement Class Members. Specifically, the Settlement provides Settlement Class Members with the opportunity to claim benefits that include compensation for documented economic losses capped at \$2,500 per claimant or, in lieu of documented losses, a \$30 cash payment that is subject to a downward *pro rata* adjustment in the event that the aggregate cap is exceeded. SA ¶¶ 3.2-3.4. Defendants have also agreed to implement and maintain certain data security enhancements, the costs of which are estimated at \$151,000.00 and will be paid by Landmark separate and apart from the other relief offered to the Class. Finally, Defendant Landmark has also agreed to pay all settlement administration costs and attorneys' fees and expenses separate from any benefits to the Class, so that neither these costs nor the data security enhancements will diminish any Settlement Class Members' recovery.

As compensation for the significant benefit conferred on the Settlement Class, Settlement Class Counsel respectfully move the Court for an award of attorneys' fees in the amount of \$2,000,000, inclusive of litigation costs in the amount of \$13,851.17. Moreover, this request should be approved because it currently represents a one-third recovery of the up to \$6,000,000 Settlement benefits made available to the Settlement Class of 1.6 million individuals. As discussed at length herein, this request is appropriate in light of the substantial risks and skill required in

prosecuting a complex data breach action of this kind, as well as the excellent results achieved here for a Settlement Class of this size.

Settlement Class Counsel also respectfully moves the Court for a Service Award of \$1,500 to each Plaintiff for their work on behalf of the Settlement Class.

## **II. CASE SUMMARY**

Defendant Landmark Admin, LLC (“Landmark”) is an administrative services provider for insurance companies. Defendants Liberty Bankers Life Insurance Company, American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, and Continental Mutual Insurance Company (collectively, “LBIG”), and Accendo Insurance Company (“Accendo”) (together with Landmark and LBIG, the “Defendants”) are an otherwise unrelated group of insurance companies which contract certain administrative duties to Landmark. Plaintiffs and Settlement Class Members include current and former customers of Landmark's clients and their associated entities. Due to the nature of their relationship with Landmark's clients, Plaintiffs and Settlement Class Members provided Landmark's clients, directly or indirectly, with their personally identifiable information (“Private Information”), including names, driver's license numbers, and tax identification numbers.

Plaintiffs allege that on or about May 13, 2024, and continuing through June 17, 2024, unauthorized cybercriminals infiltrated Landmark's computer systems and potentially gained access to Plaintiffs' and Class Members' Private Information. Landmark discovered this intrusion on May 13, 2024, and represents that it took steps to secure its systems. On or around October 23, 2024, Landmark began sending notice of the Data Security Incident to 1.6 million individuals, including Plaintiffs.

Each of the Plaintiffs received a letter advising them that their Private Information was potentially implicated or exposed in the Data Security Incident. Plaintiffs then filed multiple separate but related actions in the United States District Court for the Northern District of Texas for claims arising from the Data Security Incident, which were consolidated into the first-filed case. Plaintiffs subsequently filed a consolidated complaint on March 28, 2025.

Thereafter, the Parties began discussing possible settlement options and scheduled a mediation before experienced data privacy mediator, Jill Sperber, Esq. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendants, to which they responded by providing information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of individuals impacted, and the specific type of information potentially breached. Mediation statements were exchanged in advance of the mediation outlining the positions and authority they would be relying on at the mediation and if the case should proceed to further litigation. While the mediation did not result in an agreement, the Parties continued settlement negotiations, which ultimately resulted in a settlement in principle between Plaintiffs and Defendants. Plaintiffs subsequently dismissed their federal consolidated action and filed their complaint in this Court.

### **III. SETTLEMENT TERMS**

#### **A. The Settlement Class**

The Settlement Class includes approximately 1.6 million individuals and is defined as all persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. SA ¶ 1.32.

## **B. The Settlement Relief**

Under the proposed Settlement, Settlement Class Members may make a claim for Settlement benefits in the form of reimbursement of monetary losses or a *pro rata* cash payment, subject to a \$6,000,000.00 aggregate cap agreed to by the Parties. SA ¶ 3.4. Notice and Claims Administration Costs will be paid by or on behalf of Defendant Landmark separate from the benefits Settlement Class Members can claim, along with any attorneys' fees and expense reimbursements approved by the Court. Additionally, to protect the Private Information that remains in Landmark's possession, Landmark has agreed to implement and maintain additional data security practices, which are to be paid separate and apart from the relief offered to the Class.

The Settlement Agreement sets forth a straightforward claims process with the use of simple and easy to understand Claim Forms. Class Members may use the Claim Form to make a claim for the following types of relief:

### **1. Documented Loss Payment**

All Settlement Class Members who submit a valid Claim using the Claim Form are eligible for compensation for documented losses, as defined below, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft or as otherwise related to the Data Security Incident; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after the timeframe of the Data Security Incident. Documented losses include, but are not limited to, financial loss due to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Data

Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. SA ¶ 3.2.

## **2. *Pro Rata* Cash Payment**

In lieu of the documented loss payment, Settlement Class Members may elect to receive a \$30 cash payment, subject to a pro rata adjustment downward in the event that the aggregate cap is exceeded. SA ¶ 3.3. Absolutely no documentation or attestation of loss is required for Settlement Class Members to claim this benefit.

## **3. Remedial Business Practice Changes**

In addition to the foregoing benefits, all Settlement Class Members will benefit from substantial business practice changes and remedial measures designed to prevent further potential unauthorized access to their sensitive Private Information, which remains in Landmark's possession. Pursuant to Paragraph 3.5 of the Settlement Agreement, Landmark provided Settlement Class Counsel with a confidential declaration describing several information security improvements it has implemented following the Data Security Incident, the estimated costs of which are \$151,000.00. These changes inure to the benefit of Settlement Class Members whose information remains in Landmark's possession.

## **IV. NOTICE, THE CLAIMS PROCESS, AND OPT-OUTS AND OBJECTIONS**

The Notice and Claims Administration Costs shall be paid by Landmark or its insurers. SA ¶ 4.1. Notice was provided to Settlement Class Members by EAG Gulf Coast, LLC, a nationally recognized notice provider, and was done in a manner that satisfies constitutional requirements and due process.

The Notice Program consists of direct notice via electronic mail or U.S. mail to all Settlement Class Members. SA ¶ 5.4. The Notice Program meets the requirements of the Texas

Rules of Civil Procedure and constitutional due process. As part of the program, the Notice and Settlement Administrator have established a dedicated Settlement Website and are maintaining and updating the Website throughout the claim period with the Long Notice and Claim Form approved by the Court, as well as the Settlement Agreement and relevant Court filings. SA ¶ 5.7.

## **V. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

The Parties did not discuss or negotiate the fee or Service Awards until they agreed on the terms benefiting the Settlement Class. *See Joint Declaration of Settlement Class Counsel in Support of Plaintiffs' Motion for Approval of Fees, Expenses, and Service Awards* ("Fee Decl."), attached as **Exhibit 1** hereto, ¶ 14. As a result, the Parties avoided conflict with the Settlement Class's interests, thus fulfilling their responsibilities to the Settlement Class first. *Id.*

Plaintiffs bring this motion pursuant to the Settlement Agreement which states that Plaintiffs shall petition the Court to approve their requested attorney's fees and Service Awards. SA. ¶¶ 8.1-8.2.

## **VI. THE COURT SHOULD APPROVE PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS.**

### **a. The Attorneys' Fees Sought by Settlement Class Counsel are Reasonable and Should be Approved.**

Courts have recognized that Texas courts may look to federal case law interpreting the Federal Rules of Civil Procedure regarding class actions when construing similar language found in Texas's corollary rule. *Molano v. State*, 262 S.W.3d 554, 559 n.2 (Tex. App. 2008).<sup>2</sup>

Federal Rule of Civil Procedure 23 authorizes awards in class action settlements for "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties'

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<sup>2</sup> "Class actions are governed by rule 42 of the Texas Rules of Civil Procedure, rewritten in 1977 to mirror the class action provisions of the Federal Rules of Civil Procedure." *Molano*, 262 S.W.3d at 559 n.2 (internal quotations omitted) (citing *Bara v. Major Funding Corp.*, 876 S.W.2d 469, 472-73 (Tex.App.-Austin 1994, writ denied)).

agreement.” Fed. R. Civ. P. 23(h). Courts in the Fifth Circuit typically employ one of two methods for calculating attorney’s fees in a common benefit case:

(1) the percentage of the benefit method, in which the court awards fees as a reasonable percentage of the common benefit achieved; or (2) the lodestar method, in which the court computes fees by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate and, in its discretion, applying an upward or downward multiplier.

*Union Asset*, 669 F.3d at 643–44. The percentage of benefit method, blended with the Fifth Circuit’s “*Johnson* factors” (defined *infra*), is the preferred method to assess the reasonableness of the attorneys’ fees sought in a common benefit settlement and should be applied here. *Id.*

To determine whether the requested fee is reasonable under the percentage method, courts apply the factors from *Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974) (“*Johnson* factors”): (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee for similar work in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Johnson*, 488 F.2d at 717–19. The Court need not consider each factor in making its determination. *See Louisiana Power & Light Co. v. Kellstrom*, 50 F.3d 319, 331 (5th Cir. 1995). Each of the *Johnson* factors will vary, depending on the case, and rather than imposing a rigid application, the Fifth Circuit entrusts lower courts to apply those factors in view of the case’s particular circumstances. *Brantley v. Surles*, 804 F.2d 321, 325-26 (5th Cir. 1986).

For the reasons set forth below, the *Johnson* Factors are met and the fee request should be

granted.

**1. The requested attorneys' fees award is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.**

Data breach law is rapidly evolving, as courts and legislatures are regularly expanding their expertise and understanding of acceptable and appropriate data security protocols implemented to protect sensitive information of individuals like the Settlement Class Members here. *See, e.g., Fox v. Iowa Health Sys.*, 2021 WL 826741, at \*5 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result . . . [they] are particularly risky, expensive, and complex.”); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 U.S. Dist. LEXIS 135573, at \*13 (N.D. Ohio Aug. 12, 2019) (“[D]ata breach litigation is complex and largely undeveloped.”); *Fulton-Green v. Accolade, Inc.*, 2019 U.S. Dist. LEXIS 164375, at \*21 (E.D. Pa. Sep. 23, 2019) (“This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare.”). Indeed, “many [data breach cases] have been dismissed at the pleading stage.” *In re TD Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 U.S. Dist. LEXIS 103222, at \*36 (N.D. Cal. Sep. 12, 2011). Further, a successful outcome could only ensue, if at all, after prolonged and arduous litigation with an attendant risk of drawn-out appeals. Fee Decl. ¶¶ 7-8. As such, these cases are particularly risky for plaintiffs’ attorneys. *Id.*

Settlement Class Counsel, being some of the most experienced attorneys in the nation in the field of data breach litigation, were uniquely situated to face the challenges posed by taking on a case in this evolving area of law. In achieving the present Settlement, Settlement Class Counsel utilized their significant experience in data breach litigation—a skillset unique to only a handful of firms currently litigating in this area. Settlement Class Counsel took on this case and zealously

advocated on behalf of the Settlement Class, in spite of the risks and challenges posed, and devoted a substantial amount of time and money to the prosecution thereof, which ultimately resulted in a Settlement. This is highly beneficial to the Settlement Class, weighing in favor of awarding the requested fee.

Settlement Class Counsel have expended significant effort to position the litigation for settlement and then negotiate and finalize the Settlement Agreement on behalf of the Settlement Class. These efforts include conducting an investigation into the facts regarding Plaintiffs' claims and putative class members' claims; researching law relevant to, and preparing, Plaintiffs' class action complaints, including the thorough consolidated complaint; researching law relevant to Defendants' stated defenses to Plaintiffs' claims; exchanging informal discovery; preparing for and attending a full-day mediation; negotiating and preparing the Settlement Agreement, along with the proposed Notices and Claim Form; preparing Plaintiffs' motion for preliminary approval of the Settlement and preparing a detailed declaration in support; working with the Settlement Administrator to ensure the timely completion of the Notice Program and processing of Claims; preparing the instant motion for attorneys' fees, costs, and Service Awards; closely monitoring evolving law regarding data security and its potential impacts on the case; and conferring with Plaintiffs throughout the case. Fee Decl. at ¶¶ 14-15.

Further, courts favor early settlement. In the Fifth Circuit, courts "encourage counsel" to "arrive at a settlement as to attorney's fees." *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974). "An agreed upon award of attorneys' fees and expenses is proper in a class action settlement, so long as the amount of the fee is reasonable under the circumstance... In fact, courts have encouraged litigants to resolve fee issues by agreement, if possible." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 322 (W.D. Tex. 2007) (collecting cases). "Accordingly, courts are

authorized to award attorney fees and expenses where all parties have agreed to the amount, subject to court approval.” *Id.* As such, early settlement weighs not against, but in favor of, Plaintiffs’ fee request.

In addition to the significant time and efforts already dedicated to this matter, Settlement Class Counsel anticipates completing additional work throughout settlement administration and in preparing and arguing Plaintiffs’ motion for final approval of the Settlement. Fee Decl. at ¶ 24. Thus, given the time, skill, and expertise required to successfully litigate this matter and achieve this settlement, the novelty of evolving questions at issue, and the time and labor required of Settlement Class Counsel, the fee request should be granted.

**2. Settlement Class Counsel took this litigation on a contingency basis and spent time thereon that would have been spent on other potentially fee-generating cases.**

Settlement Class Counsel took this case on a purely contingent basis. Fee Decl. at ¶ 3. Because Settlement Class Counsel undertook representation of this matter on a contingency-fee basis, they shouldered the risk of expending substantial resources with the possibility of no monetary gain in the event of an adverse judgment. *Id.* at ¶ 6. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time Settlement Class Counsel spent working on this case could and would have been spent pursuing other potentially fee generating matters. *Id.* at ¶ 8. Given the risk Settlement Class Counsel took in pursuing this matter, and the time dedicated to the exclusion of other matters, these factors weigh in favor of finding the requested fee reasonable and appropriate.

**3. The fee request is in line with fee requests granted in similar data breach class action settlements**

The attorneys’ fee award sought here is within the range of fees typically awarded in similar data breach class action settlements within the Fifth Circuit. *See, e.g., Erica P. John Fund, Inc. v.*

*Halliburton Co.*, 2018 WL 1942227, at \*12 (N.D. Tex. Apr. 25, 2018); *see also, e.g., Welsh v. Navy Fed. Credit Union*, 2018 WL 7283639, at \*16 (W.D. Tex. Aug. 20, 2018) (“When the percentage method is used, fee awards commonly fall between 20% at the low end and 50% at the upper end.”); *Parmelee v. Santander Consumer USA Holdings Inc.*, No. 3:16-CV-00783-K, 2019 WL 2352837, at \*1 (N.D. Tex. June 3, 2019) (same); *Miller v. Global Geophysical Servs.*, No. 14-cv-0708, 2016 WL 11645372 at \*1 (S.D. Tex. Jan 14, 2016) (same); *Frost v. Oil States Energy Servs.*, No. 4:15-cv-1100, 2015 WL 12780763, at \*2 (S.D. Tex. Nov. 19, 2015) (same). Class Counsel’s fee request is also reasonable considering the market rate in the private marketplace, where a typical contingent fee for a non-class case is one-third. *See, e.g., Buetten v. Harless*, 2013 WL 12303143, at \*11 (N.D. Tex. Nov. 13, 2013) (“The percentage method is also consistent with, and is intended to mirror, the private marketplace for negotiated contingent fee arrangements.”).

Examples of attorneys’ fee awards of one-third or higher in data breach cases include, without limitation, the following: *Phillips et al. v. Bay Bridge Associates*, Case 1:23-cv-00022-DAE (W.D. Tex. July 30, 2024), Dkt. No. 53 (awarding one-third of qualified settlement benefit); *In re Tenet Healthcare*, Cause No. DC-22-07513 (Dist. Ct. Dallas County, Tex. May 22, 2024) (awarding 35% of \$10,000,000 settlement); *Garza v. HealthAlliance, Inc.*, No. 72450/2023 (NY Sup. Ct., Westchester Cty.) (awarding 35% of settlement); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 2675178, at \*13-14 (S.D. Fla. Sept. 17, 2025) (one-third of settlement); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 457896, at \*11-12 (S.D. Fla. Feb. 11, 2025) (same); *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-127 (KAD) (D. Conn.), ECF No. 48 (same); *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR, 2024 WL 4211480, at \*4 (E.D. Ky. Sept. 14, 2024) (same); *Kondo, et al. v. Creative Services, Inc.*, No. 1:22-cv-10438-DJC, ECF No. 39

(D. Mass. Sept. 7, 2023) (same); *In re Sovos Compliance Data Security Incident Litigation*, No. 1:23-cv-12100 (D. Mass.), ECF No. 12 (same); *Alliance Ophthalmology, PLLC v. ECL Group, LLC*, Nos. 1:22-CV-296, 1:22-CV-468, 2024 WL 3203226, at \*14-16 (M.D.N.C. June 27, 2024) (same); *Abrams, et al. v. The Savannah College of Art and Design Inc.*, No. 1:22-cv-04297-LMM, ECF No. 29 (N.D. Ga. Sept. 23, 2023) (same); *Phelps, et al. v. Toyotetsu North America*, No. 6:22-cv-00106-CHB-HA, ECF No. 47 (E.D. Ky. Oct. 25, 2023) (same); *In re: Forefront Data Breach Litig.*, No. 1:21-cv-000887-LA, 2023 WL 6215366, at \*9 (E.D. Wis. Mar. 22, 2023) (same); *Davidson v. Healthgrades Operating Company, Inc.*, No. 1:21-cv-01250-RBJ, ECF No. 50 (D. Colo. Aug. 22, 2022) (same).

Because Settlement Class Counsel's requested fee is in line with those granted in similar data breach actions both in Texas state courts and federal courts across the country, this factor weighs in favor of approval.

**4. Settlement Class Counsel secured a significant benefit on behalf of the Settlement Class and did so within a limited time frame.**

In calculating the total value of a Settlement, even if Settlement Class Members do not claim the entirety of the amount available to them, their "right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel[.]" *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480 (1980).

Here, Settlement Class Counsel secured a significant benefit for Settlement Class Members within a limited time frame, which was an important consideration in negotiations given the alleged risk of identity theft and fraud Settlement Class Members now face as a result of the Data Security Incident. All of the approximately 1.6 million Settlement Class Members are eligible to claim either (1) compensation for documented economic losses, capped at \$2,500 per claimant, or

(2) a \$30 *pro rata* cash payment, subject to an aggregate cap of \$6,000,000.00 in Settlement benefits to the Settlement Class. In addition, Landmark has implemented data security enhancements valued at \$151,000.00, which amount does not include employee time, overtime, and miscellaneous expenses undertaken to create Landmark's new systems.

This excellent result, which consists of both monetary and non-monetary benefits to the Settlement Class, ensures that Settlement Class Members receive relief from any harm they believe they have already suffered as a result of the Data Security Incident, such as the misuse of their Private Information, as well as compensation for time they spent dealing with any misuse thereof and a reduced risk of suffering from the same or similar harms in the future. The timeliness of this relief is of great importance to the Settlement Class, especially given that the longer they go without any relief at all, the greater the value of their current and potential future damages.

As such, the amount and timeliness of the benefits provided by Settlement Class Counsel through the settlement are significant and weigh in favor of granting the fee and expense request.

#### **VII. OUT-OF-POCKET EXPENSES SOUGHT BY PLAINTIFFS ARE REASONABLE AND WARRANT APPROVAL.**

Included in the \$2,000,000 in attorneys' fees is a request for reimbursement of \$13,851.17 in expenses, which represents Settlement Class Counsel's reasonable expenses incurred in this matter to date. Fee Decl. ¶ 29. These costs were necessary to the litigation and included filing fees, *pro hac vice* fees, and mediation costs. *Id.* The Settlement Class was provided with notice of Plaintiffs' intent to seek \$2,000,000 in attorneys' fees, costs, and expenses and ***no objections*** have been submitted to date, and the Settlement Class will have an additional 14 days from the filing of this Motion to review it on the Settlement Website and determine if they wish to object. This further speaks to the reasonableness of the request. Indeed, courts regularly award such costs and expenses in approving class action settlements. *See, e.g., Northrup v. Southwestern Bell Telephone*

*Co.*, 72 S.W. 3d 16, 21 (Ct. App. Tex. 2002) (upholding trial court’s award of \$21,000,000 in combined fees and expenses); *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536 (Ct. App. Tex. 2009) (affirming trial court’s approval of settlement and award of attorneys’ fees and costs). Accordingly, because the expenses in this matter were both minimal and necessary for furtherance of the litigation, they should be approved.

#### **VIII. THE REQUESTED PLAINTIFFS SERVICE AWARDS ARE JUSTIFIED.**

Plaintiffs seek Service Awards in the amount of \$1,500 each. The Service Awards (oftentimes referred to as an “incentive award”) will compensate Plaintiffs for their efforts taken on behalf of the Settlement Class, including maintaining contact with their counsel regarding the Lawsuit, assisting in the investigation thereof, remaining available for consultation throughout the life of the Lawsuit, engaging in informal discovery, reviewing pleadings and the Settlement Agreement, and answering their counsel’s many questions. Fee Decl. at ¶¶ 30-31.

The Texas Court of Appeals has noted that courts “typically award and justify incentive compensation when the named plaintiffs expend time and effort beyond that of the other class members in assisting class counsel with litigation by actively reviewing the case and advising counsel in prosecuting the case, or when the named plaintiffs faced the risk of retaliation or threats as a result of their participation as class representatives.” *Morris v. Thibodeau*, No. 05-00-01350-CV, 2001 Tex. App. LEXIS 7585, at \*15 (Tex. App. Nov. 9, 2001) (approving incentive awards in varying amounts between \$6,000 and \$10,000).

The request for \$1,500 Service Awards compares favorably to incentive awards provided by Texas courts, and is fair, reasonable, and adequate in light of Plaintiffs’ contributions on behalf of the Settlement Class.

## VIII. CONCLUSION

Settlement Class Counsel, with the help of Plaintiffs, have achieved an excellent settlement on behalf of 1.6 million Settlement Class Members. In return, they seek fees, costs, and Service Awards well within the ranges regularly approved by Texas courts and courts across the country conducting similar analyses within the data breach class action settlement context. Because such requests are inherently reasonable, the Court should grant the same.

Dated: November 11, 2025

Respectfully Submitted,

/s/ Joe Kendall

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**CERTIFICATE OF CONFERENCE**

I certify that on November 11, 2025, Plaintiffs' co-counsel conferred with counsel for Defendants regarding the substance of this motion and Defendants stated that they take no position to the relief requested herein.

/s/ Joe Kendall  
JOE KENDALL

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served on all counsel of record on November 11, 2025 via e-file Texas, in accordance with the Texas Rules of Civil Procedure.

/s/ Joe Kendall  
JOE KENDALL

# **EXHIBIT 1**

<p><b>RAYMOND NEWSON, et al.</b>, individually and on behalf of all others similarly situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p><b>LANDMARK ADMIN, LLC, et al.</b>,</p> <p>Defendants.</p>	<p>IN THE DISTRICT COURT</p> <p>DALLAS COUNTY, TEXAS</p> <p>193rd JUDICIAL DISTRICT</p>
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**JOINT DECLARATION OF SETTLEMENT CLASS COUNSEL IN SUPPORT OF  
MOTION FOR APPROVAL OF FEES, EXPENSES AND SERVICE AWARDS**

We, Settlement Class Counsel,<sup>1</sup> hereby declare as follows:

1. We submit this declaration in support of *Plaintiffs' Motion for Approval of Fee Award, Costs, and Expenses and Service Awards*. We make this declaration based on our personal knowledge, and if called to testify, we could and would competently testify to the matters contained herein.

2. On August 28, 2025, this Court preliminarily approved a proposed class action settlement between Class Representatives and Defendants.

3. Our firms have vigorously prosecuted this Lawsuit on behalf of Plaintiffs and the putative Settlement Class since its inception and dedicated significant time and resources to this Lawsuit—and will continue to do so through final approval. The prosecution of this Lawsuit was done solely on a contingent fee basis, and Settlement Class Counsel have been completely at risk

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those set forth in the Settlement Agreement.

that they would not receive any compensation for prosecuting claims against the Defendants.

4. Prior to filing suit, Settlement Class Counsel conducted extensive investigations into the Data Security Incident. Settlement Class Counsel had to understand Defendants' business and their relationship with their clients and customers. Settlement Class Counsel also had to investigate Defendants' response to the Data Security Incident and whether it was sufficiently thorough. Settlement Class Counsel examined sample data breach notices and related information that Defendants submitted to the various governmental entities. Settlement Class Counsel analyzed these notices to discern the scope of the Private Information exposed as a result of the Data Security Incident, and the types of Private Information potentially accessed and taken from Defendants' network and systems.

5. Settlement Class Counsel invested additional time and labor by interviewing potential clients, researching viable claims under Texas law, drafting the operative Class Action Complaint, and reviewing such with Plaintiffs.

**Plaintiffs' Claims Carried Substantial Risk**

6. Despite the risks inherent in data privacy litigation, Settlement Class Counsel made the collective decision to prosecute the Lawsuit and, by so doing, undertook a significant financial risk with no upfront payment and no guarantee of payment absent a successful outcome. Settlement Class Counsel were able to leverage their substantial experience in class action litigation, particularly within the data privacy space, to obtain a settlement that provides real and significant monetary benefits to the Settlement Class.

7. Defendants are represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to vigorously defend the Lawsuit and oppose class certification. Indeed, even assuming a class was certified and summary judgment defeated, the

Lawsuit would then have moved on to pretrial briefing, a pretrial conference, and then a jury trial, which would have been costly, time-consuming, and very risky for Settlement Class Members.

8. Settlement Class Counsel devoted to litigating this Lawsuit, from which any remuneration is wholly contingent on a successful outcome, the time Settlement Class Counsel spent working on this case could and would have been spent pursuing other potentially fee generating matters.

9. Settlement Class Counsel undertook this representation understanding that the risk of losing on class certification, summary judgment, or at trial were significant. But for this settlement, Defendants likely would have opposed class certification and moved for summary judgment, resulting in rounds of briefing and a risk of summary judgment and denial of class certification.

10. The Parties also most certainly would have engaged in months – and potentially years - of extensive, protracted, and expensive discovery.

**The Settlement Was the Result of Arms'-Length Negotiations Between the Parties After an Exchange of Information**

11. This Lawsuit required considerable skill and experience to bring it to such a successful conclusion. Specifically, investigation of factual circumstances and the ability to develop creative legal theories and respond to a host of legal defenses were required.

12. In taking on the Lawsuit, Settlement Class Counsel undertook the responsibility of pursuing claims on behalf of a class of impacted individuals against large insurers and a third-party administrator represented by experienced defense counsel, while also shouldering the responsibility of funding the Lawsuit without any assurance that they would ever recover those costs.

13. However, rather than pursue protracted litigation, the Parties decided to employ Jill

Sperber, an experienced class action mediator, to attempt to reach a settlement. Prior to the mediation, Plaintiffs requested, and Defendants produced, informal discovery necessary to evaluate the strengths and weaknesses of Plaintiffs' claims, including information about the size and scope of the Data Security Incident and Defendants' response thereto. The Parties also exchanged detailed mediation statements advocating for their respective legal arguments.

14. On April 17, 2025, the parties participated in a formal full-day mediation with Jill Sperber and, following mediation and subsequent negotiations, agreed to a settlement in principle, desiring to resolve any claims related to the Data Security Incident rather than continue litigating the matter. Notably, the Parties did not negotiate attorneys' fees or Service Awards until after agreeing on the material terms of the Settlement pertaining to the class-wide relief achieved on behalf of the Settlement Class.

15. Since reaching and drafting the Settlement Agreement, Settlement Class Counsel have also drafted and prepared the exhibits for the Settlement Agreement, including the Notices and Claim Form, have moved for preliminary approval of the Settlement, have drafted and submitted this fee, expenses, and Service Awards request, and are diligently monitoring the Notice Program and Claims Administration process.

***The Expertise of Settlement Class Counsel and Expenses Incurred in the Lawsuit***

16. Settlement Class Counsel have extensive experience in consumer class actions generally, in data privacy and cybersecurity incident cases in particular, and are leaders in the field.

17. Indeed, Settlement Class Counsel have been appointed sole lead or co-lead in a combined hundreds of data breach cases and have successfully litigated and settled similar cases across the country.

18. When Settlement Class Counsel undertake major litigation such as this, it

necessarily limits their ability to undertake other complex litigation cases. During the course of this Lawsuit, Settlement Class Counsel devoted significant time and resources to arrive to this successful result on behalf of the Settlement Class.

19. To date, Settlement Class Counsel have incurred out-of-pocket costs and expenses in the amount of \$13,851.17 in prosecuting the Lawsuit. Each of these expenses was necessarily and reasonably incurred to bring this Lawsuit to a successful conclusion, and they reflect market rates for various categories of expenses incurred. Specifically, the costs are attributable, in substantial part, to mediation fees, as well as the filing fees and service of the various complaints that were eventually consolidated.

20. Settlement Class Counsel had to make this commitment at the outset of the Lawsuit without knowing how long it would take to resolve, if ever. Therefore, Settlement Class Counsel's willingness to bring and prosecute the Lawsuit on a contingent fee basis and to advance costs diverted the time and resources expended on this case from other cases.

**Requested Fees and Service Awards**

21. Settlement Class Counsel request a fee award in the amount of \$2 million – one-third of the \$6 million settlement benefit achieved for the Settlement Class. As further set forth in the accompanying Motion, this amount is customary, reasonable, fair, and adequate, especially in light of the excellent result achieved and should be approved.

22. Settlement Class Counsel prosecuted this case on a contingency basis, committed substantial resources, and advanced out-of-pocket costs without any compensation or guarantee of success. Settlement Class Counsel have received no compensation during the course of this Litigation, which has required counsel to incur thousands of dollars in billable attorneys' fees and expenses, all of which have gone unpaid.

23. We believe that the fees and expenses sought are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the Lawsuit.

24. In addition to the significant time and efforts already dedicated to this matter, Settlement Class Counsel anticipates completing additional work throughout settlement administration and in preparing and arguing Plaintiffs' motion for final approval of the Settlement, including: continuing to supervise the Claims submission, review, and administration process; responding to questions from Settlement Class Members; drafting and filing the motion for final approval of the Settlement and supporting documents; preparing for and attending the final settlement hearing; and overseeing the distribution of benefits to Settlement Class Members. Accordingly, the hours and lodestar incurred by Settlement Class Counsel in litigating this Lawsuit on behalf of the Class will materially increase during the next few months.

25. Settlement Class Counsel are attorneys with experience litigating complex class actions, including data breach class actions. Indeed, Settlement Class Counsel have successfully prosecuted and settled numerous data breach class actions, consumer class actions, and other complex litigation throughout the country.

26. Settlement Class Counsel invested substantial time and effort in initiating and litigating this risky case on a purely contingency basis. As a result of the time devoted to prosecuting this case on behalf of the Settlement Class, Settlement Class Counsel were prevented from pursuing work in other cases.

27. Settlement Class Counsel also seek an award for the reimbursement of litigation expenses actually incurred in connection with the prosecution of this case. Since case inception, Settlement Class Counsel incurred combined expenses in the amount of \$13,851.17 in connection with the prosecution of this Lawsuit.

28. The expenses pertaining to this case are reflected in the books and records of Class

Counsel. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses. These expenses were reasonable and necessary in prosecuting the claims and achieving the Settlement for the Class.

29. Plaintiffs also seek Service Awards in the amount of \$1,500 per Settlement Class Representative – an amount that is also customary, reasonable, fair, and adequate given their dedicated representation of the Settlement Class that led to an exceptional settlement. Specifically, Settlement Class Representatives assisted in the investigation of the Lawsuit, participated in extensive interviews, reviewed and approved pleadings and the Settlement Agreement, stayed in contact with Settlement Class Counsel, and answered Settlement Class Counsel’s many questions.

30. Settlement Class Counsel has maintained a professional relationship with the Class Representatives since the inception of the Lawsuit. Without their efforts, more than a million other Settlement Class Members would not have received the benefits of the Settlement. Indeed, the Settlement Class Representatives committed to participate actively in what they knew could be a long and hard-fought litigation, and did so on behalf of a Class of over a million other Settlement Class Members, with no guarantee of ever being compensated.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th day of November 2025, at Chicago, Illinois.

/s/Gary Klinger  
Gary Klinger

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th day of November 2025, at Oklahoma City, Oklahoma.

/s/Tyler J. Bean  
Tyler J. Bean

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th day of November 2025, at Oklahoma City, Oklahoma.

/s/A. Brooke Murphy  
A. Brooke Murphy

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Joe Kendall on behalf of Joe Kendall  
Bar No. 11260700  
administrator@kendalllawgroup.com  
Envelope ID: 107915833  
Filing Code Description: Motion - Attorney Fees  
Filing Description:  
Status as of 11/12/2025 8:58 AM CST

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