

James E. Cecchi
**CARELLA BYRNE CECCHI
BRODY & AGNELLO, P.C.**
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700

Settlement Class Counsel

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: OCEAN COUNTY**

IN RE: CENTRASTATE HEALTHCARE
DATA-SECURITY INCIDENT LITIGATION

Master File No. OCN-L-002002-24
(CBLP)

This Document Relates To:
All Tracks

**DECLARATION OF JAMES E. CECCHI
IN SUPPORT OF THE MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES, COSTS AND CLASS
REPRESENTATIVE SERVICE
AWARDS**

JAMES E. CECCHI, ESQ., of full age, hereby declares under penalty of perjury as follows:

1. I am an attorney licensed to practice in New Jersey and am a partner of Carella Byrne Cecchi Brody & Agnello, P.C. I am one of the attorneys who has worked on this case and have been appointed as one of the Interim Class Counsel for the Settlement Class provisionally certified by the Court when it granted preliminary approval of the Settlement reached in this action. 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' motion for final approval of class action settlement filed herewith, and in further support of Class Counsel's motion for attorneys' fees, expenses, costs and incentive awards.

I. FINAL APPROVAL OF CLASS SETTLEMENT

3. Annexed hereto as **Exhibit A** is the Declaration of Ryan McNamee of A.B. Data, the Court-appointed Claims Administrator, regarding the implementation the class notice as required by this Court's Preliminary Approval Order.

4. As this Court is aware from the many preceding submissions in this litigation, Plaintiffs seek final approval of a nationwide settlement that would resolve the claims against CentraState Healthcare System, Inc. and Atlantic Health System, Inc. ("CentraState" or the "Defendants") relating to a data breach detected on December 29, 2022 and noticed on February 10, 2023 (the "Security Incident"). CentraState disclosed it suffered a ransomware attack on its computer systems, which resulted in the exfiltration of certain CentraState data that included names, addresses, Social Security numbers, dates of birth, gender, marital status; phone number; next of kin; health insurance information; and sensitive medical records. CentraState sought to provide notice to those 569,984 individuals affected by the data breach.

5. Under the Settlement Agreement, Defendants will fund a non-reversionary Settlement Fund with \$3,000,000, which will be used for *pro rata* compensation to Settlement Class Members, Class Notice and Administration Costs, Attorneys' Fees and Expenses, as well as for any additional Out-Of-Pocket Losses not covered by Defendants' payment of such claims. Defendants will also pay on a claims-made basis for out-of-pocket losses of up to \$3,000 per individual and \$300,000 in the aggregate for the benefit of the Settlement Class. Additionally, Defendants will separately pay for medical data monitoring for every claimant that elects to receive such coverage. The Medical Data Monitoring Services will be for the provision of the Medical Shield Complete product from CyEx and will include one bureau credit monitoring and provide certain services to each Participating Settlement Class Member, including, but not limited to:

monitoring medical and healthcare data to determine whether consumers' private medical information is at risk or has been exposed to medical fraud; real-time alerts when suspicious activity is detected; a dedicated case manager to assist in recovering the personal information if fraud is detected; and up to \$1,000,000 in fraud and medical identity theft insurance.

6. On June 2024, the Court entered the Preliminary Approval Order ("Order"), which preliminarily approved the Settlement Agreement and conditionally certified the Settlement Class:

569,984 persons who were notified that their Personal Information may have been disclosed in the Security Incident announced by CentraState on or around February 10, 2023.

Order, at ¶ 3.¹

7. In addition to conditionally certifying the Settlement Class, the Court determined that that Settlement Agreement—a hard-fought compromise resulting from adversarial, arms-length negotiations overseen by a seasoned neutral mediator—"resulted from arm's-length negotiations between highly experienced counsel," "falls within the range of possible approval," and "raises no obvious reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements under Rule 4:32" Order, at ¶ 1. Finally, the Court approved the notice program, which included direct notice to each of the Class Members affected by the data breach, as well as the creation of a website on which the notice form would be posted and a settlement-specific toll free telephone number. Order, at ¶¶ 6-12.

8. The basic facts and procedural history of this action are set forth in greater detail in the Plaintiffs' earlier Motion for Preliminary Approval. I incorporate these same facts here.

¹ Excluded from the Class are CentraState, any entity in which CentraState has a controlling interest, any parent or subsidiary of CentraState, any entity that is controlled by CentraState, the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of CentraState, and all judges and court personnel involved in this Action, along with their immediate family members.

9. The Settlement Agreement was reached after the parties exchanged confidential discovery and mediation briefing detailing the investigations into the Security Incident, regulatory inquiries, class member damages, and other information that allowed the parties to evaluate the strength and weakness of the claims asserted. Class Counsel also spoke with potential merits and damages experts about the strengths and weakness of Plaintiffs' claims, and the strengths and weaknesses of Defendants' arguments and defenses. In December 2023, following this exchange of confidential information, the parties engaged in an all-day, arms-length mediation before the Honorable Diane M. Welsh. The mediation facilitated a settlement reached in January 2024. Following this mediation session, the parties finalized the settlement after several weeks of additional negotiations and other extensive communications. As a result of their extensive engagement with this litigation and their negotiations with Defendants, Plaintiffs and Class Counsel renew their assertion that the Settlement is fair, reasonable, and adequate and submit that it is in the best interest of the Class.

10. Plaintiffs' claims involve claims for negligence, negligence per se, breach of contract, breach of implied contract, unjust enrichment, violation of the New Jersey Consumer Protection Act, and declaratory judgment. If forced to proceed further on these claims, however, Plaintiffs faced significant risks. Negligence, breach of contract, and other related claims brought in breach of data cases have been dismissed at the pleading stage where the plaintiff has failed to allege any misuse of financial information or identity theft. For example, for their negligence claims, some courts have rejected such claims in the data breach context where there is no intentional violations of privacy rights. In addition, as to their unjust enrichment claims, some courts have rejected such claims on the ground that no benefit was allegedly conferred on the defendant. These decisions have held that third-party hackers, not defendants, are the ones who

benefit from a data breach. Moreover, as to their declaratory judgment act claim, some courts have held that that statute does not create a cause of action. Furthermore, for their consumer protection claims, the Plaintiffs are required to establish: (i) that a misrepresentation or omission occurred regarding the Defendants' protection of the privacy and confidentiality of the Plaintiffs' and Class Members' personal information; (ii) that Plaintiffs and Class Members relied upon the representations or omissions by Defendants regarding the protection of the privacy and confidentiality of their personal information, and (iii) that Plaintiffs suffered an injury as a result of Defendants' conduct. To have standing under the NJCFA, a plaintiff must allege an "ascertainable loss." Several courts, however, have rejected claims in breach of data cases on this ground—lack of ascertainable loss.

11. The proposed Settlement offers Settlement Class Members reimbursements of up to \$3,000 per individual, as well as coverage for medical data monitoring and up to \$1,000,000 in fraud and medical identify insurance. These components represent a significant portion of a potential award that individual Settlement Class Members might have received through trial, if they were ultimately awarded anything.

12. Class Counsel has actively participated in ensuring that Class Notice is promptly effectuated, including the launch of the Settlement Website, direct mailings to Settlement Class Members, and a toll-free telephone number. The Claims Period effectively launched on July 8, 2024, when the Settlement Website went live and the claim form, along with the Long Form Notice and other important information, was available, *see* McNamee Decl. ¶¶ 8-11, and will run through and including October 7, 2024.

13. Although the Settlement encompasses 569,961 Class Members, and the Summary Notice was sent directly to 518,754 deliverable mail addresses, no objections have been filed as of

the August 19, 2024, and only 5 requests for exclusion have been received. *See* McNamee Decl. ¶¶ 14-15. The deadline for objections and requests for exclusions is September 7, 2024, and Class Counsel will address any objections after that date and in advance of the hearing on the Motion for Final Approval.

14. Moreover, Class Counsel has fielded numerous calls and emails from members of the Settlement Class inquiring about the litigation, Settlement, and claims process, and has received positive feedback from Settlement Class Members.

15. Based on all of the foregoing, Class Counsel again endorses the Settlement as fair, adequate, and reasonable.

II. ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

16. As set forth below and in my firm's resume (attached as **Exhibit B**) I (and my firm) have extensive experience in consumer class action litigation. I have been appointed as lead counsel in numerous class actions, including other data breach class actions. In settling this case, we considered the risk of litigation, as well as the costs and consequences of delay had this matter not been resolved by way of settlement. Furthermore, settlement negotiations were extensive and conducted at arm's-length.

17. The negotiations in this matter were at arm's-length and the Defendants' position was zealously represented. I, and my co-Lead Class Counsel, thoroughly vetted and discussed the merits and procedural obstacles, including the human and financial costs of protracted litigation on the demographic that makes up the class. We considered various potential outcomes, and determined that the settlement obtained is the very best outcome we could achieve for the class under the circumstances. The issues of incentive awards, costs of administration and attorneys' fees were all negotiated after, separate and apart from the remedies we accomplished on behalf of

the class. I believe this settlement is an excellent result, fair and reasonable, and should be approved.

18. As presented in Plaintiffs' motion for preliminary approval, the cash and other benefits available to individual members of the Settlement Class may exceed those that would have been available at trial, but without the attendant risks of trial and subsequent appeals.

19. Moreover, when viewed as a whole, the Settlement is worth considerably more than the \$3 million Settlement Fund. A unique aspect of Settlement is that the Defendants are paying for the Health Data Monitoring benefit and claimed out-of-pocket losses separate and apart from the common benefit fund. Thus payment for data monitoring and for out-of-pocket losses will not reduce the settlement fund but will still benefit Class Members.

20. Although Plaintiffs remain confident in their position for a future a class trial, Class Counsel acknowledges their claims could face difficulties at trial, and there are substantial risks that the continued litigation would not yield a better result than this Settlement, which are set out at greater length here and in the accompanying memorandum in support of final approval.

21. Absent approval of a settlement, Plaintiffs' success at trial and on any future appeals is not guaranteed.

22. With regard to attorneys' fees, costs and service awards, the Settlement Agreement (§ XII) provides verbatim:

- 1, Service Award Payments. Class Counsel will ask the Court to approve, Service Award Payments not to exceed Five Hundred Dollars (\$500.00) for Class Representatives Frederick Dawes, Ricardo Cubides, and Laura Kanthal-Cubides and not to exceed Two Hundred and Fifty Dollars (\$250.00) for the Additional Named Plaintiffs. All Service Award Payments shall be paid by from the Settlement Fund separate from any other benefits offered under this Settlement. Neither Class Counsel's application for, nor any individual's entitlement to a Service Award Payment shall be conditioned in any way upon such individual's support for this Agreement.

2. Attorneys' Fees, Costs and Expenses. Class Counsel will move the Court for an Order awarding attorneys' fees, costs, and expenses (collectively treated as, "Fee Award") expressed as a percentage of the Settlement Fund not to exceed one-third of the fund (33.33%). Any Fee Award shall be solely and exclusively paid and disbursed from the Settlement Fund. Class Counsel will make an application for such fees, costs, and expenses to the Court at least twenty-one (21) days before the Objection Deadline.
 3. Within thirty-five (35) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel all amounts approved by the Court in relation to the requested Fee Award. In the event the requested Fee Award is reduced on appeal, Class Counsel shall only be paid the reduced amount of the requested Fee Award from the Settlement Fund. Class Counsel shall timely furnish to Defendants any required tax information, account information or necessary forms before the payment is due.
 4. In the event the Court declines to approve, in whole or in part, the requested Fee Award sought by Class Counsel, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court or modification or reversal or appeal of any order of the Court, as related to the requested Fee Award, shall constitute grounds for cancellation, termination, or avoidance of this Agreement or shall affect whether the Judgment is Final.
25. The declarations and exhibits filed along with this fee application are being submitted by the Plaintiffs' law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C., The Nussbaum Law Group, P.C., and Finkelstein, Blankenship, Frei-Pearson & Garber, LLP.²
26. Class Counsel all together seek approval of attorneys' fees in the amount of \$999,900.00 and costs in the amount of \$14,269.37. As is normal, our lodestar submitted in conjunction with the fee request does not include time that will be incurred in the future, including attending the final approval and compliance hearings, and will be worked required administering

² Class Counsel's efforts were bolstered by the other Plaintiffs' firms involved in the Action, whom under the direction of Class Counsel, were able to work for benefit the Class. Class Counsel will accordingly allocate funds received to compensate for the work conducted at the direction of Class Counsel by these firms for the benefit of the Class.

the settlement. This fact is often overlooked but based on prior experiences in class actions, this work can amount to hundreds of thousands of dollars of attorney time.

27. The time and expense information provided in the charts annexed to this declaration is taken from time and expense records and documentation prepared and maintained by our firm. I reviewed the firm's time and expense records and documentation when preparing this declaration. I confirmed the accuracy of the records, as well as the necessity for, and reasonableness of, the time and expenses committed to this litigation. As a result of this review, I believe the time reflected in the firm's lodestar calculation and the expenses for which payment is sought are reasonable and were necessary for the effective and efficient prosecution and resolution of the Action. In addition, I believe that the expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

28. My firm's lodestar amount of \$482,247.50 was calculated using the firm's current rates (or, in the case of individuals who no longer work at our firm, using their rate as of the date they last worked for the firm). A breakdown of the time by timekeeper is provided in **Exhibit C**.

29. My firm also seeks an award of expenses of \$13,524.05 in connection with the prosecution and resolution of the Action. The expenses pertaining to the Action are reflected in the books and records of my firm. These books and records are prepared from receipts, check records, expense vouchers, and other documents and are an accurate record of the expenses. The expenses incurred by our firm are summarized by category in **Exhibit D**.

30. My firm's rates have been approved by courts around the country, including in 2023 in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio); 2020 in *In re: Mercedes-Benz Emissions Litigation*, No. 16-881 (D.N.J.); in 2019 in *In re Volkswagen Timing Chain Product Liability Litigation*, No. 16-2765 (D.N.J.); in 2016 in *In re: Volkswagen "Clean*

Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (N.D. Cal.); and *In Re: Vytarin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.).

III. EFFORTS OF CLASS REPRESENTATIVES

38. The Class Representatives made significant contributions to the prosecution of this case by devoting their time, effort, and reputation to this matter. Each assisted in discussions with counsel and responded to inquiries in connection with the investigation, litigation, and mediation of this Action, and otherwise remained engaged in prosecuting their claims on behalf of the class they sought to represent.

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

Executed this 21st day of August, 2024.

/s/ James E. Cecchi

JAMES E. CECCHI

EXHIBIT A

**SUPERIOR COURT OF NEW JERSEY
CIVIL DIVISION: OCEAN COUNTY**

IN RE: CENTRASTATE HEALTHCARE
DATA-SECURITY INCIDENT
LITIGATION

Master File No. OCN-L-2008-24

**DECLARATION OF RYAN
MCNAMEE IN SUPPORT OF
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

I, Ryan McNamee, hereby declare as follows:

1. I am a Project Manager at A.B. Data, Ltd.'s Class Action Administration Division ("A.B. Data"), whose Corporate Office is located in Milwaukee, Wisconsin. This declaration ("Declaration") is based upon my personal knowledge, and that of A.B. Data staff members, and if called as a witness, I could and would testify competently thereto.

2. I submit this Declaration in connection with the class action notice administration proceedings related to the above-captioned Action (the "Action").

3. This Declaration details the steps that were taken to implement notice of the settlement as required by the Court's "Preliminary Approval Order" entered June 7, 2024. Those steps included: i) mailing the Court-approved "Summary Notice" ("Postcard Notice") to Settlement Class Members; and ii) establishing a toll-free telephone number and case-specific website to address potential Settlement Class Member inquiries.

DISSEMINATION OF NOTICE

4. On June 18, 2024, A.B. Data received electronic data files containing the names and mailing addresses for 569,961 potential Settlement Class Members. All Settlement Class Member information that was provided to A.B. Data has been stored in a secure environment with controlled access.

5. Prior to the mailing, A.B. Data also processed the Settlement Class Members' mailing addresses through the United States Postal Service's (the "USPS") NCOALink® database to update the mailing addresses with any registered moves and to standardize the mailing addresses to allow for maximum postage discounts.

6. On July 9, 2024, pursuant to the Preliminary Approval Order, the Notice was sent by USPS First-Class Mail postage prepaid, to the 569,961 Settlement Class Members. A true and correct copy of the Notice is attached as **Exhibit A**.

7. As of the date of this Declaration, A.B. Data has had 99,564 Notices to Settlement Class Members returned as undeliverable by the USPS. Tracing efforts to locate a better address were made, resulting in 48,016 updated addresses that were remailed Notice.

WEBSITE AND TELEPHONE

8. On July 8, 2024, A.B. Data established a case-specific toll-free telephone number (877-411-4707) with interactive voice response ("IVR") system to answer questions for recipients of the Notice and provide summary information to frequently asked questions specific to the Settlement. This also provided callers the opportunity to speak with a live customer support representative.

9. As of the date of this Declaration, a total of 1,373 calls have been placed to the toll-free number.

10. On July 8, 2024, A.B. Data established a case-specific Settlement Website, www.CentraStateSettlement.com. The Settlement Website includes case-specific information, including relevant deadlines and downloadable versions of the Preliminary Approval Order, Settlement Agreement, Long-Form Notice, Declaration of Justin Parks, Order Transferring Venue, and other relevant pleadings and documents.

11. The Settlement Website includes functionality for Settlement Class Members to file a Claim Form online.

12. As of the date of this Declaration, the Settlement Website has had 10,416 visits.

CLAIMS

13. As of the date of this Declaration, A.B. Data has received 16,605 Claims filed. Claims will continue to be received through the filing deadline of October 7, 2024. After all claims are received A.B. Data will perform eligibility, fraud, duplicate and other customer audits to establish valid claim submissions.

OBJECTIONS

14. As of the date of this Declaration, A.B. Data has not received any written objections or comments related to the Settlement.

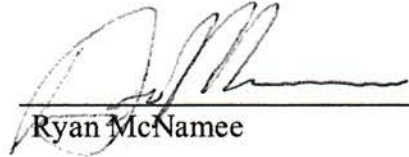
OPT OUTS

15. As of the date of this Declaration, A.B. Data has received 5 unique requests to opt out of the Settlement. A summary of the requests submitted is attached as **Exhibit B**.

ESTIMATED FEES

16. To date, A.B. Data has incurred \$393,243 in unreimbursed claims administration costs. A.B. Data estimates that it will incur approximately \$54,119 in additional claims administration costs to complete the claims processing and initial distribution of the Net Settlement Fund.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of August 2024, in Eagan, MN.



Ryan McNamee

EXHIBIT A

Court Approved Legal Notice

***In re: CentraState Healthcare Data
Security Incident Litigation
Case No. MON-L-504-23
(Sup. Ct. of New Jersey, Law Div.:
Monmouth County)***

CentraState Litigation
Settlement Administrator
P.O. Box 170800
Milwaukee, WI 53217

PRESORTED
First-Class Mail
U.S. Postage
Paid
Permit #3780

**You Can Get a Cash Payment and FREE
Medical Data Monitoring To Help
Protect Your Personal Information That
May Have Been Impacted in the
CentraState Healthcare System, Inc. and
Atlantic Health System, Inc. Data
Security Incident.**

*A state court has authorized this Notice. This
is not a solicitation from a lawyer.*

**IF YOU ARE A SETTLEMENT CLASS
MEMBER, YOU ARE ENTITLED TO
CLAIM BENEFITS AND YOUR
LEGAL RIGHTS WILL BE
AFFECTED WHETHER OR NOT YOU
TAKE ACTION.**

www.CentraStateSettlement.com
1-877-411-4707

Postal Service: Please do not mark bar code

Claimant ID: 5 [REDACTED]



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The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Medical Data Monitoring, you must notify the Settlement Administrator in writing at the address above. By submitting this Claim, you agree to receive electronic communications including emails and texts from the Settlement Administrator at the email and phone numbers provided herein. Message and data rates may apply.

First Name: _____ MI: _____ Last Name: _____

Alternative Name(s): _____

Mailing Address Line 1: _____ Mailing Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone Number (Primary): _____ Email: _____

Date of birth: ____/____/____ Claim Number Provided on mailed Notice (if known): 559694012

If you want to make a claim for out of pocket expenses you must complete claim form online or mail a full claim form. Please visit www.CentraStateSettlement.com to file or print a Claimant ID.

What is this Notice about? A proposed Settlement has been reached with CentraState Healthcare System, Inc. ("CentraState") and Atlantic Health System, Inc. ("Atlantic Health System") (together, "Defendants") relating to the data security incident announced in February 2023, in which an unauthorized party potentially accessed some documents that may have contained the personally identifiable information and protected health information of Defendants' patients, including their names, addresses, Social Security Numbers, dates of birth, health insurance information, and other medical records (the "Security Incident"). Plaintiffs claim that Defendants did not adequately protect their information and failed to provide timely notice of the Security Incident. Defendants deny any wrongdoing. No judgment or determination of wrongdoing has been made.

Who is included in the Settlement? Records indicate you are included in this Settlement as a Settlement Class Member. Settlement Class Members are the approximately 569,984 individuals who were notified by CentraState in or around February 2023 that their information may have been impacted in the Security Incident.

What benefits can I receive? Settlement Class Members can obtain several valuable benefits described below. Cash Benefit Payments may be reduced pro rata, depending on the number of Settlement Class Members who participate in the Settlement.

- Three years of free Medical Data Monitoring services through CyEx by Pango Group;
- Cash Benefit Payment - the amount will depend on the participation rate, but cash payments will equal a pro rata share of the Net Settlement Fund; and
- Cash payment of up to \$3,000 for Documented Out-of-Pocket Costs, for reimbursement of documented losses, and/or expenditures fairly traceable to the Security Incident. Payments for Out-of-Pocket Costs must be supported by Reasonable Documentation demonstrating the time and/or expense occurred on or after December 29, 2022.

How can I receive the Settlement Benefits? You must file and submit a Claim Form, including any required documentation, on or before October 7, 2024. To file a claim for Medical Data Monitoring, Cash Benefit Payment, and/or Out-of-Pocket Costs, you must submit your Claim Form by mailing back your Claim Form or by submitting a claim online at www.CentraStateSettlement.com. To file a claim online, use your Notice ID and Zip (located below).

Notice ID: [REDACTED]
Zip: [REDACTED]

What are my other options? Settlement Class Members who file a Claim Form, object to the Settlement, or do nothing are choosing to stay in the Settlement Class, will be legally bound by all orders of the Court, and will not be able to start, continue, or be part of any other lawsuit against Defendants relating to the Security Incident. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself. You may also object to the Settlement. To exclude yourself or object to the Settlement, you must follow the instructions available online at www.CentraStateSettlement.com. Any requests for exclusion or objections must be postmarked or filed on or before September 7, 2024.

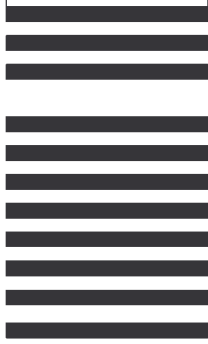
What happens next? The Court will hold a hearing on September 27, 2024, to consider whether to approve the Settlement and award up to 33.33% of the Settlement Fund for attorneys' fees and costs as well as up to \$500.00 to each of the Class Representatives. You or your attorney may ask to appear at the hearing, but are not required to do so.

More Information: Complete information about all of your rights and options, as well as Claim Forms, the Long Form Notice, and the Settlement Agreement, are available online at www.CentraStateSettlement.com or by calling toll-free 1-877-411-4707.

DEV



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1 MILWAUKEE WI

POSTAGE WILL BE PAID BY ADDRESSEE

CentraState Litigation
Settlement Administrator
P.O. Box 170800
Milwaukee, WI 53217



EXHIBIT B

EXHIBIT B

First	Last	Addr	City	State	Zip	Postmark Date
Olena	Ciobofar	13 Beechwood Drive	Manalapan	NJ	07726	7/24/2024
Barbara	Kennard	134 Delaware TR	Lakewood	NJ	08701	7/24/2024
Suzanne	Barth	365 Hope Chapel Rd	Lakewood	NJ	08701	7/25/2024
Stephen	Stankewicz	103 Howard St	Perth Amboy	NJ	08861	8/3/2024
Rocco	Nittoli	12 Pemberton Drive	Matawan	NJ	07747	8/9/2024

EXHIBIT B



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey – New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne’s class action practice - founded and led by James E. Cecchi - is the preeminent consumer class action firm in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation’s most complex and important consumer class actions effecting consumer rights in the last ten years. The most recent examples, to name a few are: (1) *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*; (2) *In re Takata Airbag Product Defect Litigation*; (3) *In re National Prescription Opiate Litigation*; (4); *In re American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*; (5) *In re Mercedes-Benz Emissions Litigation*; (6) *In re Liquid Aluminum Sulfate Antitrust Litigation*; (7) *In re Volkswagen Timing Chain Product Liability Litigation*; (8) *In re Insulin Pricing Litigation*.

REPRESENTATIVE MATTERS

- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs’ Executive Committee relating to marketing of opioid drugs. Recent settlements include a proposed \$26 billion settlement with the nation's largest drug distributors and Johnson & Johnson. Recent trial team victories include Track 3 bellwether of \$650.6 million.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000.)
- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

EXHIBIT C

EXHIBIT C

In re CentraState Healthcare Data Security Incident Litigation,
Master File: OCN-L-002002-24

Carella, Byrne, Cecchi, Brody & Agnello, P.C.

<i>NAME</i>		<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Cecchi, James	(P)	76.60	\$1,300.00	\$99,580.00
Taylor, Lindsey	(P)	30.60	\$975.00	\$29,835.00
Ecklund, Donald	(P)	0.40	\$975.00	\$390.00
Bartlett, Caroline	(P)	4.00	\$975.00	\$3,900.00
Cooper, Kevin	(P)	195.50	\$750.00	\$146,625.00
O'Brien, James	(OC)	80.80	\$850.00	\$68,680.00
Steele, Jordan	(A)	184.90	\$600.00	\$110,940.00
O'Toole, Brian	(A)	25.30	\$600.00	\$15,180.00
Geist, Maryssa	(A)	0.30	\$550.00	\$165.00
Paralegals				
Houser, Nancy		1.20	\$225.00	\$270.00
Falduto, Jeff		21.40	\$225.00	\$4,815.00
Rago, Mary Ellen		4.20	\$225.00	\$945.00
Teixeira, Dylan		2.50	\$225.00	\$562.50
Hassan, N.		1.60	\$225.00	\$360.00
TOTAL		629.30		\$482,247.50

(P) Partner

(A) Associate

(OC) Of Counsel

EXHIBIT D

EXHIBIT D

In re CentraState Healthcare Data Security Incident Litigation,
Master File: OCN-L-002002-24

Carella, Byrne, Cecchi, Brody & Agnello, P.C.

<i>CATEGORY</i>	<i>AMOUNT</i>
Court Fees	\$966.50
Deposition Costs	\$762.84
Federal Express/Local Courier, etc.	\$191.83
Ground Transportation (i.e., Rental, Taxis, etc.)	\$18.60
Investigation Fees/Service Fees	\$260.00
Mediation	\$10,500.00
Mileage	\$55.34
Witness/Expert Fees	\$768.94
<i>TOTAL</i>	<i>\$13,524.05</i>