

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

PHILIP ANGUS, MARK WIEDDER,
TANIA GARCIA, EDWARD
BURDICK, RAY HARTER,
DANIELLE MEIS, JONTHAN
KELLEY, RYAN MARTIN, ARTHUR
DORE, ANN KELLY, KEITH KELLY,
RANDY MONIZ, HOLLY RINGLING,
JOHN SCOTT SMITH,
CHRISTOPHER P. KENNEDY,
RAFAEL HERNANDEZ, WILLIAM
WORTON, HASSAN NASRALLAH,
NATHAN SILVA, LAURIE EWING
SCANLON, EVERETT TURNER, and
ALLIE MCLAUGHLIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a Michigan-
based federally chartered stock savings
bank,

Defendant.

Case No.: 2:21-cv-10657-MFL-DRG

Hon. Matthew F. Leitman

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

Settlement Class Representatives Philip Angus, Mark Wiedder, Tania Garcia,
Ray Harter, Danielle Meis, Jonathan Kelley, Ryan Martin, Arthur Dore, Randy

Moniz, Holly Ringling, John Scott Smith, Christopher P. Kennedy, Rafael Hernandez, William Worton, Hassan Nasrallah, Nathan Silva, Laurie Ewing Scanlon, Everett Turner, and Allie McLaughlin (“Plaintiffs”), on behalf of themselves and all others similarly situated, request that the Court award Attorneys’ Fees of one-third of the Settlement Fund, or \$10,500,000, and reimbursement of Expenses, currently of \$491,428.50, and to be updated prior to Final Approval, incurred in prosecuting and settling the Action to be paid exclusively from the Settlement Fund. *See* Settlement Agreement, ¶ 18.1 (previously filed at ECF No. 113-1) (hereinafter “SA”). Class Counsel also request Service Awards of \$2,500 for each Settlement Class Representative to be paid exclusively from the Settlement Fund. *Id.* ¶ 17.1.¹

This Motion is supported by the Brief contained herein. The Parties have conferred, and Defendant does not take a position on the relief requested herein.

Dated: June 8, 2026

Respectfully Submitted,

/s/ John A. Yanchunis

John A. Yanchunis
**MORGAN & MORGAN COMPLEX
LITIGATION GROUP**
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¹ Flagstar agrees not to oppose the Service Award request. *Id.* ¶ 17.2. Attorneys’ Fees and Expenses were not discussed in any manner until the Parties reached agreement on the material terms of the Settlement, including the payment of the Settlement Fund. (ECF No. 113-2 ¶ 49). There is no “clear sailing” provision.

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on June 8, 2026, a copy of the foregoing document was filed electronically. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.

/s/ John A. Yanchunis
John A. Yanchunis

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**PLAINTIFFS' BRIEF IN SUPPORT OF THEIR MOTION FOR ATTORNEYS'
FEES, EXPENSES, AND SERVICE AWARDS**

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2. Whether the Court should award Plaintiffs the requested costs and expenses.
3. Whether the Court should award Plaintiffs the requested service awards.

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Authority supporting that the Court should award the requested service award

In re Fam. Dollar Stores, Inc., Pest Infestation Litig., No. 2:22-MD-3032-SHL-TMP, 2024 WL 2000059 (W.D. Tenn. May 6, 2024)

Jackson v. Nationwide Ret. Sols., Inc., No. 2:22-CV-3499, 2024 WL 958726 (S.D. Ohio Mar. 5, 2024)

Authority supporting that the Court should apply the percentage-of-the-fund method

In Re Flint Water Cases, 63 F.4th 486, 495 (6th Cir. 2023)

Ramey v. Cincinnati Enquirer, Inc., 508 F.2d 1188 (6th Cir. 1974)

Authority supporting that the Court should award the requested attorneys' fees

Thomsen v. Morley Companies, Inc., 639 F. Supp. 3d 758 (E.D. Mich. 2022) (Ludington, J.) (preliminary approval order)

Thomsen v. Morley Companies, Inc., No. 1:22-CV-10271, 2023 WL 3437802 (E.D. Mich. May 12, 2023) (Ludington, J.) (final approval order)

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Hummel v. Teijin Auto. Techs., Inc., No. 2:23-CV-10341, 2024 WL 4278752 (E.D. Mich. Sept. 24, 2024) (Leitman, J.).

Authority supporting that the Court should award the requested expenses

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INTRODUCTION

Following hard-fought settlement negotiations, including two full-day mediation sessions guided by the Honorable Gerald E. Rosen (Ret.) acting as mediator, the Parties² reached a Settlement to resolve claims arising from the two Data Breaches Flagstar experienced in 2021. The Settlement, achieved only after significant investigation, motion practice, and extended arm’s-length negotiations, creates a non-reversionary common fund of \$31,500,000 for the benefit of approximately 2,187,170 Settlement Class Members—approximately \$14.40 per class member in the aggregate—including (i) reimbursement for Documented Monetary Losses of up to \$25,000; (ii) three years of Credit Monitoring services; (iii) California Statutory Payments of up to \$100; and (iv) Residual Cash Payments of up to \$599. Subject to Court approval, the Settlement Fund will also pay for Notice Costs, Administrative Costs, Service Awards, and Attorneys’ Fees and Expenses. The Settlement is a favorable result for the Settlement Class, securing valuable benefits tailored to the facts of the case, and representing the culmination of over five years of effort, across two different data breach cases, and encompassing thousands of hours of work.

² Capitalized terms used in this Motion and Brief have the same meaning as in the Settlement Agreement and Release, previously filed at ECF No. 113-1, (hereinafter “SA”). The “Parties” to the Settlement means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Flagstar. SA ¶ 2.26.

Plaintiffs thus move for an order awarding Service Awards of \$2,500.00 per Settlement Class Representative; Attorneys' Fees of one-third of the Settlement Fund, \$10,500,000.00; and current Expenses of \$491,428.50 (to be updated in advance of final approval). The requested award is fair, reasonable, and well-justified by the *Ramey* factors, including the complexity of this case; the extensive commitment of Class Counsel's time and resources that were required in prosecuting this case; the strong result achieved for the Settlement Class; and the significant risks that counsel assumed in pursuing this case on a purely contingency basis. In support of their motion, Plaintiffs submit the Joint Declaration of Class Counsel John A. Yanchunis and Norman E. Siegel ("Joint Decl.") (**Ex. 1** hereto).

FACTUAL BACKGROUND

I. Overview of the Litigation.

On March 5, 2021, Flagstar announced that cyber criminals infiltrated a file sharing platform used by Flagstar and accessed the personally identifiable information ("PII") of approximately 1.47 million individuals in the United States (the "First Data Breach"). On June 17, 2022, Flagstar announced that cyber criminals infiltrated Flagstar's network and accessed the PII of approximately 1.5 million individuals in the United States (the "Second Data Breach") (together the "Data Breaches"). The Data Breaches impacted the personal information of approximately 2,187,170 U.S. consumers, including approximately 364,000 California residents.

Multiple putative class action lawsuits were filed against Flagstar, which were then consolidated in *Angus et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG on August 25, 2025. (ECF No. 108). A Fifth Consolidated Class Action Complaint (“5AC”) was filed in the consolidated Action for purposes of effectuating the proposed Settlement. (ECF No. 112).

Parallel to their litigation, the Parties engaged in arm’s-length settlement negotiations beginning in April 2025. Judge Rosen oversaw the negotiations, including two in-person mediation sessions on July 18, 2025, and August 8, 2025. At the conclusion of the mediation on August 8th, the Parties accepted a mediator’s proposal to resolve the Action, and executed a binding term sheet, which was superseded by the Settlement Agreement.

II. Summary of the Results Achieved Through the Settlement.

A. The Settlement Class

The Settlement Class is defined as follows:

All persons in the United States whose personally identifying information (“PII”) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021, as reflected in the Class List.

SA ¶ 2.34. The Settlement Class includes (i) a Nationwide Settlement Class, representing approximately 2,187,170 individuals impacted by the Data Breaches and (ii) a California Settlement Class, representing approximately 364,000

California Settlement Class members. *Id.*³

B. The Settlement Benefits

Following Preliminary Approval, Flagstar made a payment of \$31,500,000 into a Settlement Fund for (i) Notice Costs; (ii) Administrative Costs; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expenses approved by the Court; and (v) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan (SA, A-1) as approved by the Court. SA ¶¶ 3.1–

3.2. The Settlement Class Member benefits include:

- **Reimbursement of Documented Monetary Losses.** Reimbursement of documented Monetary Losses fairly traceable to the Data Breaches up to \$25,000 per individual. Monetary Losses may include, without limitation, unreimbursed losses relating 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 the Data Breaches through the date of Claim submission; and miscellaneous expenses. Ex. A-1, CSBP ¶ 2.
- **Credit Monitoring.** Three years of Credit Monitoring which will include three bureau credit monitoring and \$1 million in identity theft insurance protections. *Id.* ¶ 3.
- **California Statutory Payment.** Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100 on a claims-made basis. To be eligible, California Settlement Class Members must submit an attestation that they were residents

³ The Settlement excludes (i) Flagstar, any entity in which Flagstar has a controlling interest, and of Flagstar's officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class. *Id.*

of California at the time of the Data Breaches. This benefit may be stacked with any other claim. *Id.* ¶ 4.

- **Residual Cash Payment.** All Settlement Class Members may also submit a claim for a Residual Cash Payment. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, Claims for reimbursement of documented Monetary Losses, and claims for California Statutory Payments. The Residual Cash Payment is currently estimated at \$60. *Id.* ¶ 5.

Settlement Class Members seeking any of these benefits must complete and submit either a written or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. SA, A-1 ¶ 15. Settlement Class Members with Monetary Losses must submit documentation supporting their Claims. SA, A-1 ¶ 2.

In the event that the aggregate amount of payments for unreimbursed documented Monetary Losses and California Statutory Payments exceeds the remaining amount in the Settlement Fund after payment of Attorneys' Fees and Expenses, Service Awards, Administrative Costs, and Credit Monitoring services, then each Settlement Class Member's Claim for documented Monetary Losses and California Statutory Payments shall be proportionately reduced on a pro rata basis, and there will be no Residual Cash Payment. SA, A-1 ¶ 16.

ARGUMENT

III. The Court Should Apply the Percentage-of-the-Fund Method and Award the Requested Attorneys' Fees.

A. The Court Should Apply the Percentage-of-the-Fund Method.

“Courts employ two methods for calculating attorneys’ fees and for evaluating the reasonableness of those fees: the percentage-of-the-fund method and the lodestar method.” *In Re Flint Water Cases*, 63 F.4th 486, 495 (6th Cir. 2023) (citing *Van Horn v. Nationwide Prop. and Cas. Ins. Co.*, 436 F. App’x 496, 498 (6th Cir. 2011)). “The lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.” *Id.* (quoting *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993)). “Courts have discretion ‘to select the more appropriate method for calculating attorney’s fees in light of the unique characteristics of class actions in general, and the unique circumstances of the actual cases before them.’” *Id.* (quoting *Rawlings*, 9 F.3d at 516). “And given the respective benefits and drawbacks of the percentage-of-the-fund and lodestar methods, courts often select one method and use the other as a cross-check.” *Id.* (citing *Van Horn*, 436 F. App’x at 500–01).

“In selecting a method, and in evaluating the overall reasonableness of the fee, courts also rely on the six ‘*Ramey* factors.’” *Id.* (citing *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188 (6th Cir. 1974)). “Those factors include:”

- 1) the value of the benefit rendered to the [settling parties],
- 2) society’s stake in rewarding attorneys who produce such benefits in order to

maintain an incentive to others, 3) whether the services were undertaken on a contingent fee basis, 4) the value of the services on an hourly basis, 5) the complexity of the litigation, and 6) the professional skill and standing of counsel involved on both sides.

Id. (citing *Ramey*, 508 F.2d at 1196).

1. Class Counsel Obtained Substantial Value for the Settlement Class.

The first two *Ramey* factors strongly support approval of the requested fee. The \$31,500,000 “common fund” settlement obtained for Settlement Class Members is an exemplary result for a data breach settlement, and more than five times more than a previous attempted settlement by different counsel of \$5.9 million. *See* (ECF No. 113-2 ¶ 17).

For a data breach case of this size, with more than a million individuals at issue, the per-person average for settlements across the country is often far lower than the \$14.40 obtained here, even when controlling for the presence of Social Security Numbers (SSNs) in the compromised data set, as seen in the chart below:

Case Name	Class Size	PII at Issue	Settlement Amount	Per Person
<i>Cochran v. Kroger and Accellion</i> , 5:21-cv-1887 (N.D. Cal.)	3,800,000	Names, dates of birth, Social Security numbers, health insurance information,	\$5,000,000	\$1.31
<i>Hightower v. Receivables Performance Mgmt. LLC</i> , No.	3,700,000	Names, Social Security numbers	\$5,600,000 + credit monitoring	\$1.51

2:22- cv-01683 (W.D. Wash.)				
<i>In re: Arthur J. Gallagher Data Breach Litig.</i> , No. 1:22-cv-00137 (N.D. Ill.)	3,492,654	PII including SSNs and PHI	\$21,000,000	\$6.01
<i>Heath v. Keenan & Associates</i> , No. 24STCV03018 (Cal. Super. LA)	1,780,595	PII & PHI including SSNs	\$14,000,000	\$7.86
<i>In re MCG Health Data Security Issue Litigation</i> , No. 2:22-cv-849 (D. Wash.)	1,100,000	PII including SSNs and PHI	\$8,800,000	\$8.00

Joint Decl. ¶ 14. Indeed, the results achieved here far exceed many data breach actions within the Sixth Circuit, none of which achieve the \$14.40 per Settlement Class Member achieved here:

- \$10.03 per class member: *In re CorrectCare Data Breach Litig.*, 2024 WL 1403075 (E.D. Ky. Apr. 1, 2024) (denying preliminary approval motion without prejudice), *preliminary approval granted after further information submitted*, 2024 WL 1854711 (E.D. Ky. Apr. 29, 2024) (\$6,490,000 fund for 646,701 class members).
- \$6.18 per class member: *Thomsen v. Morley Companies, Inc.*, 639 F. Supp. 3d 758 (E.D. Mich. 2022) (granting preliminary approval) (\$4,300,000 fund for 694,679 class members).⁴
- \$4.32 per class member: *In re Wright & Phillipis, LLC Data Security Incident Litig.*, 2024 WL 3083436 (E.D. Mich. June 20, 2024) (granting

⁴ The class size is stated in the order; the fund amount, which is not, was stated in the motion for final approval. See 1:22-cv-10271-TLL-PTM, ECF No. 31, PageID.2110.

final approval) (\$2.9 million fund for approximately 670,763 individuals).⁵

- \$2.88 per class member: *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019) (granting final approval).⁶

As of June 8, 2026, 98,689 claims have already been submitted—with two months before the August 11, 2026, claims deadline—equating to a claims rate of 4.5%. Joint Decl. ¶ 9. This substantial and still-increasing claims rate is higher than typical data breach cases, and further confirms the quality of the result obtained for the class. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate “compares favorably to the claims rates in other data breach class actions”) (collecting cases); *Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding 1.6% claims rate “in line with claims rates in other data breach class action settlements that courts have approved”) (collecting cases); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate “within the acceptable range for final approval”).

These substantial benefits obtained for the Class weigh in favor of applying the percentage-of-the-fund method. *See Friske v. Bonnier Corp.*, No. 16-12799,

⁵ The class size and fund amount are stated in the motion for final approval. *See* 2:22-cv-12908-SFC-EAS, ECF No. 47, PageID.2710.

⁶ The *Sonic* action involved credit cards, not Social Security numbers.

2019 WL 5265324, at *2 (E.D. Mich. Oct. 17, 2019) (Lawson, J.) (“The percentage of the fund method is appropriate here for evaluating the reasonableness of the attorney fee since the result achieved for the class in terms of the cash payments to be made from the fund was substantial, and class counsel undertook the representation on a contingent fee basis and advanced significant labor and expenses to litigate the case.”); accord *Allen v. Silverback Moving Inc.*, No. 2:20-CV-03132, 2021 WL 4839248, at *5 (S.D. Ohio Jan. 19, 2021). Indeed, this Court found likewise in a similar data breach case, *Hummel v. Teijin Auto. Techs., Inc.*, No. 2:23-CV-10341, 2024 WL 4278752 (E.D. Mich. Sept. 24, 2024) (Leitman, J.), wherein the Court awarded one-third of the settlement fund, *see id.* at ECF No. 27.

Class Counsel and other Plaintiffs’ counsel have devoted thousands of hours to this matter and nearly a half-million dollars in costs litigating it. *See* Joint Decl. ¶¶ 19, 30. While many similar data breach class action cases are filed and settled for small amounts quickly, often prior to even threshold motion practice, here, Counsel committed significant time and effort over the last five years—including significant motion practice on dispositive issues, discovery on standing and choice of law, venue and leadership disputes, and a prior attempted settlement by different counsel, among other things—in pursuit of securing substantial relief for the Class. ECF No. 113-2 ¶¶ 15-29.

As previously detailed to the Court, Flagstar ostensibly settled *this case*

shortly after the complaint for substantially less money. On September 21, 2021, the Court entered an Order staying this case pending the disposition of a proposed settlement in related cases pending against Accellion and Flagstar in the Northern District of California, which were consolidated before the Honorable Edward J. Davila and captioned *In re Accellion, Inc. Data Breach Litigation*, Case No. 21-cv-01155 (N.D. Cal.). ECF No. 113-2 ¶ 17; Joint Decl. ¶ 17.

Prior to the appointment of interim class counsel in the *In re Accellion* matter, Flagstar reported it had reached a \$5.9 million settlement with different plaintiffs' counsel and moved for preliminary approval on September 3, 2021. After Judge Davila appointed interim class counsel—a different set of lawyers than those that had settled the case—interim class counsel were tasked with evaluating the \$5.9 million settlement to determine whether it was fair, reasonable, and adequate. Despite interim class counsel concluding the settlement did not meet the Ninth Circuit's standard for pre-certification settlements, Flagstar urged the court to approve the \$5.9 million settlement (with support from plaintiffs' counsel that had sponsored the deal). Judge Davila rejected the request, returning the parties to mediation. A failed mediation followed, and as a result of the unsuccessful settlement efforts in the Northern District of California, the *Flagstar I* claims were severed from *In re Accellion* and transferred back to the Eastern District of Michigan with the consent of the Parties. Joint Decl. ¶ 17.

What followed was an adversarial process that ultimately yielded the much larger settlement now before the Court. *Id.* at ¶ 18. As discussed below, Plaintiffs’ counsel assumed substantial risk and expended significant resources taking on Flagstar’s numerous motions to dismiss, pursued substantial discovery, and engaged with industry experts—all to improve Plaintiffs’ hand at the bargaining table. *Id.* In short, the substantial results achieved here against the benchmark settlement reached at the outset of the litigation reflects a significant achievement for the class and supports Class Counsel’s requested fee. *Id.*

2. The Contingent Nature of the Fee Supports Approval of the Requested Fee.

Class Counsel’s services were undertaken on a purely contingent fee basis, advancing the time and expenses necessary to successfully prosecute this case without any compensation or guarantee or recovery. Joint Decl. ¶ 19. This weighs in favor of applying the percentage-of-the-fund method. *See Friske v. Bonnier Corp.*, No. 16-12799, 2019 WL 5265324, at *2 (E.D. Mich. Oct. 17, 2019) (“The percentage of the fund method is appropriate here for evaluating the reasonableness of the attorney fee since the result achieved for the class in terms of the cash payments to be made from the fund was substantial, and class counsel undertook the representation on a contingent fee basis and advanced significant labor and expenses to litigate the case.”).

3. The Value of the Services on an Hourly Basis Supports the Requested fee.

The value of the services on an hourly basis is sometimes analyzed as a “lodestar cross-check” where the percentage-of-the-fund method is applied. However, the Sixth Circuit has made clear that a lodestar cross-check is optional. *In re Flint Water Cases*, 63 F.4th at 499 (“[T]he district court was not required to conduct a lodestar cross-check.”) (citing *Linneman v. Vita-Mix Corp.*, 970 F.3d 621, 628 (6th Cir. 2020) (“[O]ur court has repeatedly said that district courts are not required to conduct a crosscheck in every case.”)). So have district courts in this Circuit. *See, e.g., In re Flint Water Cases*, 583 F. Supp. 3d 911, 954 (E.D. Mich. 2022), *dismissed*, No. 22-1187, 2022 WL 18960956 (6th Cir. Sept. 14, 2022) (Levy, J.) (noting the “optional nature of the cross-check”); *Est. of Benjamin v. DJGN LLC*, No. 1:22-CV-166, 2023 WL 7536973, at *7 (S.D. Ohio Nov. 13, 2023) (“Conducting a lodestar cross-check is optional.”) (Black, J.); *Blasi v. United Debt Servs., LLC*, No. 2:14-CV-83, 2019 WL 6050963, at *9 n.2 (S.D. Ohio Nov. 15, 2019) (Morrison, J.) (“Performing the lodestar cross-check is optional. The Court deems that analysis unnecessary here.”).

Plaintiffs respectfully submit that a lodestar crosscheck is not necessary in this action given the quality of the result obtained for the class. *See, e.g., Thomsen v. Morley Companies, Inc.*, No. 1:22-CV-10271, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding fees in data breach class action case without discussion of

lodestar); *Hummel*, 2024 WL 4278752 (same).⁷

4. The Complexity of the Litigation Supports Approval of the Requested Award.

Data breach litigation is inherently complex. It not only raises highly technical questions about data security practices and procedures and methods behind cyberattacks, but also often confronts the rapidly evolving state of the law on Article III standing and typically requires evaluating whether alleged damages, which may not easily classify as injuries to person or property, are cognizable under state law.

Here, the Parties litigated these issues in their arguments to this Court and the *Flagstar II* court, regarding Flagstar's numerous motions to dismiss. Joint Decl. ¶ 26. For *Flagstar I*, as this Court is very familiar, following the return of this matter to the Eastern District of Michigan, a Third Consolidated Class Action Complaint was filed in September 2023, which Flagstar sought to dismiss. In April 2024, after a hearing, the Court denied Flagstar's motion to dismiss based on a lack of Article III standing and further allowed Plaintiffs to pursue injunctive relief to remedy Flagstar's failure to encrypt Plaintiffs' PII and delete Plaintiffs' PII after Flagstar no longer had a legal obligation or need to maintain it.⁸ *Id.* The Court denied the remainder of Flagstar's motion without prejudice and ordered Plaintiffs to file a

⁷ Should the Court nonetheless wish to perform the cross-check, Class Counsel will promptly provide the necessary lodestar information for the Court's consideration.

⁸ (ECF No. 86 at 2).

Fourth Amended Consolidated Class Action Complaint by May 13, 2024, with a 60-day choice of law discovery period to follow.⁹ *Id.*

On May 13, 2024, Plaintiffs Angus, Wiedder, Garcia, Burdick, Harter, Meis, Kelley, Martin, Dore, A. Kelly, K. Kelly, Moniz, and Ringling filed their Fourth Consolidated Class Action Complaint. ECF No. 88; Joint Decl. ¶27. The Parties then engaged in a 60-day period of choice of law discovery, and Flagstar renewed its motion to dismiss. Following a February 12, 2025, in-person hearing, on March 27, 2025, this Court ruled on the motion, granting it and dismissing Plaintiffs’ negligence and unjust enrichment claims, and denying Flagstar’s motion as to Plaintiffs’ breach of implied contract claim, invasion of privacy claim based on a public disclosure of private facts theory, breach of confidence claim and California Plaintiffs’ UCL, CCPA, and CCRA claims. *Id.*; *see* ECF No. 103. Many of these rulings were seemingly ones of first impression in the data breach context under Michigan law, especially those concerning invasion of privacy on a public disclosure of private facts theory and breach of confidence. Joint Decl. ¶ 27.

Likewise, on July 24, 2023, Flagstar moved to dismiss the *Flagstar II* Plaintiffs’ claims, raising a “factual attack” to Article III standing and arguing Plaintiffs failed to state a claim. *Id.* at ¶ 28. After a period of targeted discovery regarding Flagstar’s factual attack—including document production, interrogatories,

⁹ *Id.*

and depositions—the Parties briefed the motion and the Court held a hearing on September 23, 2024. *Id.* On September 30, 2024, the Court held that Plaintiffs had Article III standing, crediting evidence demonstrating “the risk that the cyber attackers intend to use Plaintiffs’ PII in the future.” *Flagstar II*, ECF No. 87 at p. 26. The Court also denied Flagstar’s motion with respect to Plaintiffs’ claim under California’s Consumer Privacy Act, Cal. Civ. Code § 1798.150. In ruling on the CCPA claim, the Court rejected Flagstar’s arguments that Plaintiffs failed to state a claim or follow the CCPA’s pre-suit notice requirement, explaining “courts have found allegations that are very similar to what Plaintiffs allege here as sufficient[.]” *Id.* at p. 35–37. The Court, however, dismissed all of Plaintiffs’ non-CCPA claims. *Flagstar II*, ECF No. 87 at p. 41–42.

That Plaintiffs were successful in establishing Article III standing, and both successful and unsuccessful on a number of substantive claims in each case, underscores the risk of this matter. Joint Decl. ¶ 29. The Parties’ submissions and the Courts’ discussions of the issues make clear that the issues presented were very complex, weighing in favor of the requested fee. *Id.*

5. The Professional Skill and Standing of Counsel Supports Approval of the Requested Fee.

The professional skill and standing of counsel involved on both sides also weighs in favor of applying the percentage-of-the-fund method. As detailed in their leadership applications, Class Counsel have led some of the country’s most complex

civil litigation; have been recognized by courts and national publications for their knowledge and experience in data breach cases; and are responsible for groundbreaking data breach settlements, including in *Equifax*, *Capital One*, *Home Depot*, *Anthem*, *Yahoo!*, *T-Mobile*, *Office of Personnel Management*, and *Target*. The Court has previously reviewed their qualifications in connection with the leadership applications.¹⁰ Class Counsel likewise detailed their professional skill and standing in connection with the Motion for Preliminary Approval. (ECF No. 113-2 at ¶¶ 4–11). To avoid further burdening the record here, Plaintiffs incorporate those prior recitations by this reference.

Moreover, Plaintiffs were opposed by highly competent counsel on behalf Flagstar, primarily William Ridgeway and Marcie Lape of Skadden, Arps, Slate, Meagher & Flom LLP. Mr. Ridgeway has been ranked as one of the top lawyers for cybersecurity and white collar matters globally, including being named one of Lawdragon's 500 Leading Global Cyber Lawyers, 500 Leading Global Litigators, 500 Leading Litigators in America, 500 Leading Lawyers in America, 100 Leading AI & Legal Tech Advisors and 500 Global Leaders in Crisis Management. Joint Decl. ¶ 22. Likewise, Ms. Lape has been named to Lawdragon's 500 Leading Litigators in America and recognized repeatedly by *Crain's Chicago Business*,

¹⁰ See Order Appointing Interim Lead Counsel, ECF No. 33; Order Granting Motions to Appoint Interim Lead Counsel in *In re Flagstar December 2021 Data Security Incident Litig.*, Case No. 22-cv-11385, ECF No. 45 (May 24, 2023).

including as one of its 2025 Notable Litigators and Trial Attorneys, 2022 Notable Women in Law and 2021 Notable Rising Stars in Law. Joint Decl. ¶ 23.

As is evident from this recitation, world-class legal talent was brought to bear on both sides of this dispute, further supporting the percentage method and the requested fee.

B. The Court Should Award the Requested Attorneys' Fees.

Class Counsel respectfully submit that one-third of the Settlement Fund is a reasonable fee given the procedural history and results achieved, and is well “within the range of percentage fees that have been approved in complex class actions.” *Nolan v. Detroit Edison Co.*, No. 18-13359, 2022 WL 16743866, at *6 (E.D. Mich. Nov. 7, 2022) (Lawson, J.). Under the percentage-of-the-fund method, “requests for one-third of the common fund are typically approved.” *Green v. FCA US LLC*, No. 20-13079, 2022 WL 3153777, at *3 (E.D. Mich. Aug. 8, 2022) (Steeh, J.) (citing *Shane Grp., Inc. v. Blue Cross Blue Shield of Michigan*, 2019 WL 4746744, at *6 (E.D. Mich. Sept. 30, 2019), *aff'd*, 833 Fed. Appx. 430 (6th Cir. 2021)).

As the *Hummel* Court recognized in preliminarily approving the Settlement, “the terms of Class Counsel’s attorney’s fees, that they will not exceed 33.33% of the Settlement Fund, is reasonable in light of the work Class Counsel has put into this case.” *Hummel v. Teijin Auto. Techs., Inc.*, No. 2:23-CV-10341, (ECF No. 26, PageID.418) (citing *Thomsen*, 639 F. Supp. 3d at 768 (“finding fees of 33% for Class

Counsel to be reasonable”) and *Garner Props. & Mgmt., LLC v. City of Inkster*, No. 17-CV-13960, 2020 WL 4726938, at *10 (E.D. Mich. Aug. 14, 2020) (“same”).

And, courts in this district in the non-data-breach arena also routinely find fee awards of one-third of the settlement fund to be appropriate. *See, e.g., In re Chevrolet Bolt EV Battery Litig.*, No. 2:20-CV-13256-TGB-CI, 2025 WL 3708892, at *11–14 (E.D. Mich. Dec. 22, 2025) (granting fee award “of 33% of the [\$150 million] Common Fund”) (citing *Kain v. Economist Newspaper NA, Inc.*, No. 21-cv-11807, 2023 WL 2541318 (E.D. Mich. Mar. 16, 2023) (Leitman, J.) (awarding 35% of common fund, or \$3,325,000, for attorney fees, including litigation expenses)); *see also BleachTech LLC v. United Parcel Serv., Inc.*, No. 14-12719, 2022 WL 2900796, at *2 (E.D. Mich. July 20, 2022) (“Class Counsel’s request for 33 1/3 % of the common fund created by their efforts is well within the benchmark range and in line with what is often awarded in this Circuit.”); *Pratt v. KSE Sportsman Media, Inc.*, No. 1:21-CV-11404, 2023 WL 5500832, at *7 (E.D. Mich. Aug. 25, 2023) (Ludington, J.) (finding limit of 35% of settlement fund “adequate” in non-cyberattack data privacy class action) (citing *Garner Props. & Mgmt.*, 2020 WL 4726938, at *10).¹¹

¹¹ Notably, as is requested here, a number of recent intra-district percentage fee awards within the privacy arena proceed without the lodestar cross-check. *See Pratt*, No. 1:21-cv-11404, ECF No. 85 at 5–6 (E.D. Mich. Jan. 10, 2024) (approving fee award of 35% of common fund without considering lodestar); *Strano v. Kiplinger Washington Editors, Inc.*, No. 1:21-cv-12987, ECF No. 36 at 4 (E.D. Mich. Oct. 11,

Accordingly, Plaintiffs request that the Court award Attorneys' Fees in the amount of one-third of the Settlement Fund, or \$10,500,000.

C. The Court Should Award the Requested Expenses.

Plaintiffs request an award of \$491,428.50 in Expenses.¹² As further detailed in the Joint Declaration, the majority of these costs and expenses relate to expert consultant costs, mediation fees, discovery related expenses, travel for hearings and discovery matters, filing fees, and legal research, all of which were reasonably and necessarily incurred in the prosecution and settlement of this action. Joint Decl. ¶ 30.

“Generally, class counsel is entitled to reimbursement of all reasonable and necessary expenses incurred in the prosecution and settlement of the claims.” *Plagens v. Deckard*, No. 1:20-CV-2744, 2024 WL 2080662, at *10–11 (N.D. Ohio May 9, 2024) (awarding \$82,181.50 in litigation expenses, including mediation fees and document and research fees) (citing *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 535 (E.D. Mich. 2003)); *Treviso v. Nat'l Football Museum, Inc.*, No. 5:17-CV-00472-CAB, 2024 WL 753560, at *8 (N.D. Ohio Feb. 12, 2024), *report and recommendation adopted*, No. 5:17CV00472, 2024 WL 724530 (N.D. Ohio

2023) (same); *Moeller v. The Week Publications, Inc.*, No. 1:22-cv-10666, ECF No. 34 at 4 (E.D. Mich. May 18, 2016) (same); *Kain v. The Economist Newspaper NA, Inc.*, No. 4:21-cv-11807, ECF No. 33 at 1 (E.D. Mich. Mar. 16, 2023) (same).

¹² Class Counsel will update this figure in connection with expenses incurred related to final approval of the Settlement.

Feb. 22, 2024) (“Under the common fund doctrine, class counsel are generally entitled to reimbursement of all reasonable necessary expenses, including class-notice costs, incurred in the prosecution and settlement of claims.”) (collecting cases).

Plaintiffs request reimbursement of these amounts, the total for which will be updated in advance of final approval.

D. The Court Should Award the Requested Service Awards.

“The Sixth Circuit has not defined the circumstances where service awards to class representatives are justified.” *In re Fam. Dollar Stores, Inc., Pest Infestation Litig.*, No. 2:22-MD-3032-SHL-TMP, 2024 WL 2000059, at *7 (W.D. Tenn. May 6, 2024) (citing *Lonardo v. Travelers Indemnity Co.*, 706 F. Supp. 2d 766, 787 (N.D. Ohio 2010)). “However, district courts in this Circuit have considered three factors when considering these requests: (1) actions taken by Class Representatives to protect the interests of Class members and others and whether these actions resulted in substantial benefit to Class members; (2) whether the Class Representatives assumed substantial direct and indirect financial risk; and (3) the amount of time and effort spent by the Class Representatives in pursuing the litigation.” *Id.* (citing *Robles v. Comtrak Logistics, Inc.*, 2022 WL 17672639, at *12 (W.D. Tenn. Dec. 14, 2022)).

As recently as March 2024, another court in the Sixth Circuit approved a \$5,000 service award in a data breach case, *see Jackson v. Nationwide Ret. Sols.*,

Inc., No. 2:22-CV-3499, 2024 WL 958726, at *7 (S.D. Ohio Mar. 5, 2024), as did this Court in *Hummell*, 2024 WL 4278752, at *4. Outside the data breach context, several courts within the Sixth Circuit have approved service awards in this or higher amounts. *See, e.g., In re Fam. Dollar Stores*, 2024 WL 2000059, at *7 (awarding \$5,000 or \$2,000 service awards to class representatives based on their level of involvement in the case and noting that they “helped to initiate the case,” “risked retaliation for their participation,” and “spent considerable time pursuing the litigation”); *Carr v. Guardian Healthcare Holdings, Inc.*, No. 2:20-CV-6292, 2022 WL 501206, at *8 (S.D. Ohio Jan. 19, 2022) (approving \$10,000 service awards in wage and hour action); *Satterly v. Airstream, Inc.*, No. 3:19-CV-107, 2020 WL 6536342, at *9 (S.D. Ohio Sept. 25, 2020) (approving service awards of \$15,000, \$12,500, \$10,000, and \$2,500 in wage and hour action); *Ware v. CKF Enterprises, Inc.*, No. CV 5:19-183-DCR, 2020 WL 2441415, at *17 (E.D. Ky. May 12, 2020) (approving \$5,000 service awards).

Here, the Settlement Class Representatives’¹³ agreement to act as named plaintiffs resulted in substantial benefits to Settlement Class Members. Without Settlement Class Representatives’ willingness to bring this action, Class Members

¹³ While Plaintiffs previously noted they would be seeking service awards for former named Plaintiffs Michael McCarthy and Erin Tallman, (ECF No. 113 at PageID.2428 n. 3), they are no longer so seeking as EAG has confirmed they are not Settlement Class Members. Joint Decl. ¶ 10 n.2.

may have received nothing. Settlement Class Representatives took a risk in filing this action, as in *Flagstar I* the information was available on the Dark Web. They each spent time reviewing and approving the complaints and the settlement agreement. Joint Decl. ¶ 31. Given these considerations, a Service Award of \$2,500 per Settlement Class Representative is appropriate.

CONCLUSION

For the reasons stated herein, Plaintiffs respectfully request that the Court grant the Motion.

Dated: June 8, 2026

Respectfully Submitted,

/s/ John A. Yanchunis

John A. Yanchunis

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CERTIFICATE OF SERVICE

I hereby certify that on June 8, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

/s/ John A. Yanchunis _____

John A. Yanchunis

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

PHILIP ANGUS, MARK WIEDDER,
TANIA GARCIA, EDWARD
BURDICK, RAY HARTER,
DANIELLE MEIS, JONTHAN
KELLEY, RYAN MARTIN, ARTHUR
DORE, ANN KELLY, KEITH KELLY,
RANDY MONIZ, HOLLY RINGLING,
JOHN SCOTT SMITH,
CHRISTOPHER P. KENNEDY,
RAFAEL HERNANDEZ, WILLIAM
WORTON, HASSAN NASRALLAH,
NATHAN SILVA, LAURIE EWING
SCANLON, EVERETT TURNER, and
ALLIE MCLAUGHLIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a Michigan-
based federally chartered stock savings
bank,

Defendant.

Case No.: 2:21-cv-10657-MFL-DRG

Hon. Matthew F. Leitman

**CLASS COUNSEL'S JOINT DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, AND
SERVICE AWARDS**

Norman E. Siegel and John A. Yanchunis declare as follows:

1. We were appointed by this Court to serve as Interim Co-Lead Class Counsel (“Class Counsel”) in the above-captioned action on March 12, 2026. Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and to Direct Notice of Proposed Settlement to the Class (“Preliminary Approval Order”), ECF No. 124. We have continued to jointly lead Plaintiffs’ efforts in this case since that time, and we submit this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards. We have personal knowledge of the matters addressed herein, including our work and that of our respective firms in prosecuting this action and negotiating its Settlement.

2. Class Counsel previously submitted a declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. ECF No. 113-2. That declaration explained the qualifications of Class Counsel, their work on behalf of the Settlement Class in this case through Preliminary Approval, the history of settlement negotiations, the basis for Settlement, the relief that the Settlement will afford the members of the Settlement Class, and the proposed notice plan and claims process for members of the Settlement Class. This declaration addresses the facts that bear on the Court’s determination of a reasonable fee, along with Class Counsel’s requests for reimbursement of reasonable Expenses and Service Awards to the Settlement Class Representatives.

3. On October 1, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement and to Direct Notice of Proposed Settlement to the Class. ECF No. 113.

4. On March 12, 2026, the Court entered its Preliminary Approval Order, finding that, upon preliminary review, the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class, taking into account all of the risks, expense, and delays of continued litigation; is the result of good faith and arm's length negotiations that took place under the auspices of a prominent mediator; is not otherwise deficient; otherwise meets the criteria for approval; and, thus, that the Court would likely be able to approve the Settlement and certify the Settlement Class for purposes of judgment on the Settlement. ECF No. 124.

5. The Court also found that the undersigned, John A. Yanchunis of Morgan & Morgan Complex Litigation Group and Norman E. Siegel of Stueve Siegel Hanson LLP, are experienced and will likely satisfy the requirements of Rule 23(e)(2)(A), and thus appointed us as Class Counsel pursuant to Fed. R. Civ. P. 23(g)(1) for settlement purposes. *Id.* at PageID.2656.

6. Finally, the Court appointed Eisner Advisory Group LLC as the Settlement Administrator ("EAG" or "Settlement Administrator") to administer the Notice Plan and the processing of claims, finding that the Notice Plan designed by

EAG satisfies the “best notice practicable” standard pursuant to Rule 23 of the Federal Rules of Civil Procedure. *Id.* at PageID.2658.

7. Pursuant to the schedule set by the Court, *see id.* at PageID.2665, Flagstar provided the Settlement Class List to the Settlement Administrator, and, on May 13, 2026, the Settlement Administrator mailed and emailed the Court-approved Class Notice to members of the Settlement Class.¹

8. The deadline for Settlement Class Members to object or exclude themselves from the Settlement is June 29, 2026. As of June 8, 2026, there have only been three objections and 12 requests for exclusion.

9. In contrast, as of June 8, 2026, 98,689 claims have already been submitted—with two months before the August 11, 2026, Claims Deadline—equating to a claims rate of 4.5%. This substantial and still-increasing claims rate is higher than typical data breach cases. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate “compares favorably to the claims rates in other data breach class actions”) (collecting cases); *Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCDFMX, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023)

¹ The Court-appointed Settlement Administrator has also served notice of the proposed Settlement on appropriate officials in accordance the requirements under the Class Action Fairness Act, 28 U.S.C. § 1715(b). *See* Notice of Notification of Proposed Settlement to Appropriate Federal and State Officials, ECF No. 118.

(finding 1.6% claims rate “in line with claims rates in other data breach class action settlements that courts have approved”) (collecting cases); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate “within the acceptable range for final approval”).

10. The Class Notice informs members of the Settlement Class that Class Counsel would seek Attorneys’ Fees to be paid from the Settlement Fund in an amount of up to one third of the Settlement Fund (\$10,500,000), plus reasonable litigation costs and Expenses of up to \$500,000, along with Service Awards of \$2,500 for Settlement Class Representatives.²

11. Class Counsel now respectfully request an award of one-third of the Settlement Fund, or \$10,500,000, and reimbursement of \$491,428.50 in Expenses incurred in prosecuting and settling the Action, to be paid exclusively from the Settlement Fund. Class Counsel also requests Service Awards of \$2,500 for Settlement Class Representatives, to be paid exclusively from the Settlement Fund.³

Class Counsel’s Fee Request

12. Class Counsel hold the informed opinion that one-third of the Settlement Fund is a reasonable fee given the results achieved for the Class and the

² Although Plaintiffs previously noted they would be seeking service awards for former named Plaintiffs Michael McCarthy and Erin Tallman, (ECF No. 113 at PageID.2428 n. 3), they are no longer so seeking as the Settlement Administrator has confirmed they are not Settlement Class Members.

³ Flagstar agrees not to oppose any request to the Court for Service Awards.

challenges faced in achieving this Settlement. A fee of one-third of the Settlement Fund is well within the customary range for fees for data breach class actions of this type.

A. Class Counsel Obtained Substantial Value for the Settlement Class

13. The Settlement represents an excellent result for the Class, which is defined as “[a]ll persons in the United States whose personally identifying information (‘PII’) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021, as reflected in the Class List.” (ECF No. 113-1, PageID.2454 at ¶ 2.34).⁴ Through the Settlement, Flagstar has funded a non-reversionary amount of \$31,500,000 into a Settlement Fund to pay for: (1) Notice Costs; (2) Administrative Costs; (3) Service Awards approved by the Court; (4) Attorneys’ Fees and Expenses approved by the Court; and (5) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan (“CSBP”) preliminarily approved by the Court. (ECF No. 113-1, PageID.2473) and as approved by the Court. (ECF No. 113-1, PageID.2455 ¶ 3.2). The specific benefits available to Settlement Class Members are detailed in the CSBP (ECF No. 113-1,

⁴ Excluded from the Settlement Class are: (1) Flagstar, any entity in which Flagstar has a controlling interest, and Flagstar’s officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (2) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (3) any individual who timely and validly opts out of the Settlement Class. *Id.*

PageID.2473) and Class Notice and Claim Form (ECF No. 113-3, PageID.2549–2575), and include:

- **Reimbursement of Documented Monetary Losses.** All Settlement Class Members may submit a Claim Form for reimbursement of documented Monetary Losses fairly traceable to the Data Breaches up to \$25,000 per individual. Monetary Losses may include, without limitation, unreimbursed losses relating 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 the Data Breaches through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. (ECF No. 113-1, PageID.2474, ¶ 2).
- **Credit Monitoring.** All Settlement Class Members may also submit a Claim for three years of Credit Monitoring which will include at least three bureau credit monitoring and \$1 million in identity theft insurance protections. (*Id.* at PageID.2475, ¶ 3).
- **California Statutory Payment.** In addition to, or in the alternative to, making Claims for Documented Monetary Losses and/or Credit Monitoring, Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100 on a claims-made basis (“California Statutory Payment”). To be eligible to receive the California Statutory Payment, California Settlement Class members must submit their name, address, Unique Class Member ID number, and an attestation under penalty of perjury that they were residents of California at the time of the Data Breaches. Unless specifically requested by the Settlement Administrator, California Subclass Members need not submit any proof-of-residency documentation. This benefit may be stacked with any claim for Documented Monetary Losses and/or a Residual Cash Payment. (*Id.* ¶ 4).
- **Residual Cash Payment.** All Settlement Class Members may also submit a claim for a Residual Cash Payment. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorneys’ Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, Claims for reimbursement

of documented Monetary Losses, and claims for California Statutory Payments. The Residual Cash Payment shall not exceed \$599 per individual. (*Id.* at PageID.2476, ¶ 5).

14. For a data breach case of this size, with more than a million individuals at issue, the per person average for settlements across the country is often far lower than the \$14.40 obtained here, even when controlling for the presence of Social Security Numbers (SSNs) in the compromised data set, as seen in the chart below:

Case Name	Class Size	PII at Issue	Settlement Amount	Per Person
<i>Cochran v. Kroger and Accellion</i> , 5:21-cv-1887 (N.D. Cal.)	3,800,000	Names, dates of birth, Social Security numbers, health insurance information,	\$5,000,000	\$1.31
<i>Hightower v. Receivables Performance Mgmt. LLC</i> , No. 2:22-cv-01683 (W.D. Wash.)	3,700,000	Names, Social Security numbers	\$5,600,000 + credit monitoring	\$1.51
<i>In re: Arthur J. Gallagher Data Breach Litig.</i> , No. 1:22-cv-00137 (N.D. Ill.)	3,492,654	PII including SSNs and PHI	\$21,000,000	\$6.01
<i>Heath v. Keenan & Associates</i> , No. 24STCV03018 (Cal. Super. LA)	1,780,595	PII & PHI including SSNs	\$14,000,000	\$7.86
<i>In re MCG Health Data Security Issue Litigation</i> , No. 2:22-cv-849 (D. Wash.)	1,100,000	PII including SSNs and PHI	\$8,800,000	\$8.00

15. Further, a census of orders within the Sixth Circuit granting preliminary or final approval of common fund settlements in data breach cases arising from cyberattacks reflect per person recoveries far less than the \$14.40 per Settlement Class Member achieved in this action:

- \$10.03 per class member: *In re CorrectCare Data Breach Litig.*, No. CV 5:22-319-DCR, 2024 WL 1854711 (E.D. Ky. Apr. 29, 2024) (\$6,490,000 fund for 646,701 class members).
- \$6.18 per class member: *Thomsen v. Morley Companies, Inc.*, 639 F. Supp. 3d 758 (E.D. Mich. 2022) (granting preliminary approval) (\$4,300,000 fund for 694,679 class members).⁵
- \$4.32 per class member: *In re Wright & Fillipis, LLC Data Security Incident Litig.*, No. 2:22-cv-12908-SFC, 2024 WL 3083436 (E.D. Mich. June 20, 2024) (granting final approval) (\$2.9 million fund for approximately 670,763 individuals).⁶
- \$2.88 per class member: *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019) (granting final approval).⁷

16. The Settlement is more than five times more than a previous attempted settlement by different counsel of \$5.9 million. As previously detailed to the Court, Flagstar ostensibly settled this case shortly after the complaint for substantially less money. Specifically, as detailed in Counsel's previous declaration, on September 21,

⁵ The class size is stated in the order; the fund amount, which is not, was stated in the motion for final approval. *See* 1:22-cv-10271-TLL-PTM (ECF No. 31, PageID.2110).

⁶ The class size and fund amount are stated in the motion for final approval. *See* 2:22-cv-12908-SFC-EAS (ECF No. 47, PageID.2710).

⁷ This action involved credit cards, not Social Security numbers.

2021, (ECF No. 113-2 ¶ 17), the Court entered an Order staying this case pending the disposition of a proposed settlement in related cases pending against Accellion and Flagstar in the Northern District of California, which were consolidated before the Honorable Edward J. Davila and captioned *In re Accellion, Inc. Data Breach Litigation*, Case No. 21-cv-01155 (N.D. Cal.). *Id.*

17. Prior to the appointment of interim class counsel in the *In re Accellion* matter, Flagstar reported it had reached a \$5.9 million settlement with different plaintiffs' counsel and moved for preliminary approval on September 3, 2021. After Judge Davila appointed interim class counsel—a different set of lawyers than those that had settled the case—interim class counsel were tasked with evaluating the \$5.9 million settlement to determine whether it was fair, reasonable, and adequate. Despite interim class counsel concluding the settlement did not meet the Ninth Circuit's standard for pre-certification settlements, Flagstar urged the court to approve the \$5.9 million settlement (with support from plaintiffs' counsel that had sponsored the deal). Judge Davila rejected the request, returning the parties to mediation. A failed mediation followed, and as a result of the unsuccessful settlement efforts in the Northern District of California, the *Flagstar I* claims were severed from *In re Accellion* and transferred back to the Eastern District of Michigan with the consent of the Parties. *Id.* ¶¶ 18–19.

18. What followed was an adversarial process that ultimately yielded the much larger settlement now before the Court. As discussed below, Plaintiffs' counsel assumed substantial risk and expended significant resources taking on Flagstar's numerous motions to dismiss, pursued substantial discovery, and engaged with industry experts—all to improve Plaintiffs' hand at the bargaining table. In short, the substantial results achieved here against the benchmark settlement reached at the outset of the litigation reflects a significant achievement for the Class and supports Class Counsel's requested fee. The \$31,500,000 Settlement obtained for Settlement Class Members is an exemplary result.

B. Class Counsel Prosecuted This Matter on a Fully Contingent Basis

19. In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. Further, Class Counsel does not use litigation financing and advanced all costs on a purely contingent basis. The progress of this case to date shows the inherent risk faced by Class Counsel in accepting and prosecuting this matter on a contingency fee basis. Despite Class Counsel's effort in litigating this case, we remain uncompensated for the time invested, in addition to the expenses we advanced.⁸

⁸ Class Counsel implemented a timekeeping protocol at the outset of the case to ensure time was recorded contemporaneously and reported to Class Counsel. Upon request, Class Counsel will provide the Court with the detailed billing records for all time reported in this matter.

20. Class Counsel’s work is ongoing. Based on their experience in other similar sized data breach cases, Class Counsel anticipates at least another 1,500 hours of work guiding the settlement through final approval, responding to class member inquiries, and overseeing the settlement administrator.

C. The Skill and Experience of Class Counsel

21. Class Counsel are experienced class action litigators and have significant experience in data breach litigation analogous to this action. As detailed in Class Counsel’s prior declaration, Class Counsel have been entrusted by courts across the country to lead the largest data privacy cases recorded to date and have a strong track record of obtaining favorable results for plaintiffs in data privacy litigation. (ECF No. 113-2 at ¶¶ 4–11). Class Counsel relied on their vast experience handling data privacy class actions across the country to negotiate a non-reversionary common fund settlement. In doing so, Class Counsel faced highly experienced and skilled data breach defense counsel—primarily by William Ridgeway and Marcie Lape of Skadden, Arps, Slate, Meagher & Flom LLP. According to the *National Law Journal’s* 2025 NLJ 500 ranking of firms based on size, Skadden has 1,774 attorneys and is ranked 15th in the United States. With \$4,072,637,000 gross revenue in 2025, the firm placed 5th on *The American*

Lawyer's 2026 Am Law 200 ranking. On the 2025 Global 200 survey, Skadden ranked as the 5th highest grossing law firm in the world.⁹

22. Mr. Ridgeway has been ranked as one of the top lawyers for cybersecurity and white collar matters globally:

A fellow in the American College of Trial Lawyers, he has been selected to *Global Investigations Review's* 40 Under 40 list of the world's leading investigations lawyers and named one of Lawdragon's 500 Leading Global Cyber Lawyers, 500 Leading Global Litigators, 500 Leading Litigators in America, 500 Leading Lawyers in America, 100 Leading AI & Legal Tech Advisors and 500 Global Leaders in Crisis Management. . . . He was also named *The Best Lawyers in America's* 2026 Chicago Litigation - Regulatory Enforcement Lawyer of the Year and has been recognized in its Commercial Litigation and Regulatory Enforcement categories. Additionally, he was named one of *Crain's Chicago Business's* 2023 Notable Litigators and Trial Attorneys and 2021 Notable Gen X Leaders in Law. . . . In his eight years as a federal prosecutor, Mr. Ridgeway tried many cases and handled a wide range of high-profile cybercrime and intellectual property matters, including the prosecution of an international cybercrime ring responsible for stealing over \$100 million, as well as prosecutions of the leaders of two prominent hacking groups for hundreds of cyberattacks that targeted businesses, nonprofits and government bodies around the globe. Mr. Ridgeway also led the prosecution of the operators of one of the world's largest online piracy rings.¹⁰

23. As for Ms. Lape:

[i]n recognition of her work on a major trial win on behalf of CME Group, Inc. and the Chicago Board of Trade, Ms. Lape was honored as a Litigator of the Week by *The American Lawyer* in 2025. She has also been named to *Chambers USA*, including in 2025, for her work in securities litigation, with clients describing her as a "subject matter

⁹ Law.Com, Skadden (last visited June 1, 2026), <https://www.law.com/compass/firm/LF00001075/Skadden/overview>.

¹⁰ <https://www.skadden.com/professionals/r/ridgway-william>.

expert” with a “meaningful presence” and “a true rising star in securities litigation and enforcement.” She also has been named to Lawdragon’s 500 Leading Litigators in America and recognized repeatedly by *Crain’s Chicago Business*, including as one of its 2025 Notable Litigators and Trial Attorneys, 2022 Notable Women in Law and 2021 Notable Rising Stars in Law.¹¹

24. Class Counsel used their experience to resolve this case and to reach a uniform, class-wide settlement. The Settlement achieved is a direct result of Class Counsel’s skill, effort, time and experience, and is particularly significant considering the substantial inherent risks of class certification, summary judgment, and trial.

D. This Matter Presented Complex Legal Issues

25. Data breach litigation is inherently complex. It not only raises highly technical questions about data security practices and procedures and methods behind cyberattacks, but also often confronts the rapidly evolving state of the law on Article III standing and typically requires evaluating whether alleged damages, which may not easily classify as injuries to person or property, are cognizable under state law.

26. Here, the Parties litigated these very issues in their arguments to this Court and the *Flagstar II* court through Flagstar’s numerous motions to dismiss. For *Flagstar I*, as this Court is very familiar, following the return of this matter to the Eastern District of Michigan, a Third Consolidated Class Action Complaint was filed

¹¹ <https://www.skadden.com/professionals/l/lape-raia-marcie>.

in September 2023, which Flagstar sought to dismiss. In April 2024, after a hearing, the Court denied Flagstar's motion to dismiss based on a lack of Article III standing and further allowed Plaintiffs to pursue injunctive relief to remedy Flagstar's failure to encrypt Plaintiffs' PII and delete Plaintiffs' PII after Flagstar no longer had a legal obligation or need to maintain it.¹² The Court denied the remainder of Flagstar's motion without prejudice and ordered Plaintiffs to file a Fourth Amended Consolidated Class Action Complaint by May 13, 2024, with a 60-day choice of law discovery period to follow.¹³

27. On May 13, 2024, Plaintiffs Angus, Wiedder, Garcia, Burdick, Harter, Meis, Kelley, Martin, Dore, A. Kelly, K. Kelly, Moniz, and Ringling filed their Fourth Consolidated Class Action Complaint. ECF No. 88. The Parties then engaged in a 60-day period of choice of law discovery, and Flagstar renewed its motion to dismiss. Following a February 12, 2025, in-person hearing, on March 27, 2025, this Court ruled on the motion, granting it and dismissing Plaintiffs' negligence and unjust enrichment claims, and denying Flagstar's motion as to Plaintiffs' breach of implied contract claim, invasion of privacy claim based on a public disclosure of private facts theory, breach of confidence claim and California Plaintiffs' UCL, CCPA, and CCRA claims. ECF No. 103. Many of these rulings were seemingly ones

¹² (ECF No. 86 at 2).

¹³ *Id.*

of first impression in the data breach context under Michigan law, especially those concerning invasion of privacy on a public disclosure of private facts theory and breach of confidence.

28. Likewise, on July 24, 2023, Flagstar moved to dismiss the *Flagstar II* Plaintiffs’ claims, raising a “factual attack” to Article III standing and arguing Plaintiffs failed to state a claim. After a period of targeted discovery regarding Flagstar’s factual attack—including document production, interrogatories, and depositions—the Parties briefed the motion and the Court held a hearing on September 23, 2024. On September 30, 2024, the Court held that Plaintiffs had Article III standing, crediting evidence demonstrating “the risk that the cyber attackers intend to use Plaintiffs’ PII in the future.” *Flagstar II*, ECF No. 87 at p. 26. The Court also denied Flagstar’s motion with respect to Plaintiffs’ claim under California’s Consumer Privacy Act, Cal. Civ. Code § 1798.150. In ruling on the CCPA claim, the Court rejected Flagstar’s arguments that Plaintiffs failed to state a claim or follow the CCPA’s pre-suit notice requirement, explaining “courts have found allegations that are very similar to what Plaintiffs allege here as sufficient[.]” *Id.* at p. 35–37. The Court, however, dismissed all of Plaintiffs’ non-CCPA claims. *Flagstar II*, ECF No. 87 at p. 41–42.

29. That Plaintiffs were successful in establishing Article III standing, and both successful and unsuccessful on a number of substantive claims in each case,

underscores the risk of this matter. The Parties' submissions and the Courts' discussions of the issues make clear that the issues presented were very complex, weighing in favor of the requested fee.

Class Counsel's Request for Reimbursement of Expenses

30. Class Counsel also seek reimbursement of litigation expenses. The total costs and expenses reported to Class Counsel through May 1, 2026 is \$491,428.50.¹⁴ This amount is reasonable and warrants reimbursement, as it corresponds to necessary out-of-pocket expenses borne by Class Counsel in connection with the prosecution and settlement of the Action. These expenses consist of expert consultant costs, mediation fees, discovery related expenses, travel for hearings and discovery matters, filing fees, and legal research. These expenses were reasonably and necessarily incurred to advance the litigation and are the categories of expenses routinely charged to paying clients in the marketplace. Class Counsel may incur additional necessary litigation costs in connection with obtaining final approval.

Class Counsel's Request for Service Awards

31. Finally, Class Counsel also requests approval for a \$2,500 Service Award for each of the Settlement Class Representatives. Each Settlement Class Representative made the difficult decision to put their name on a lawsuit, without

¹⁴ Class Counsel will update this figure in connection with expenses incurred related to final approval of the Settlement.

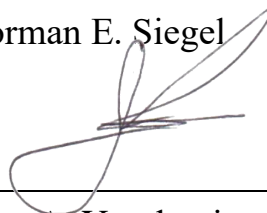
which this lawsuit could not have been initiated. In addition, each Settlement Class Representative provided detailed information as to their claims and has remained active in the case, communicating with Class Counsel throughout the case, including approval of the terms of the Settlement as being in the best interests of the Settlement Class. That work materially advanced the litigation and protected the Class's interests.

We declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED this Monday, June 8, 2026 in the United States of America.



Norman E. Siegel



John A. Yanchunis