

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

MELISSA ARMSTRONG, *et al.*, individually
and on behalf of other similarly situated persons,

Plaintiffs,

v.

KIMBERLY-CLARK CORPORATION,

Defendant.

Civil Action No. 3:20-CV-3150-M
LEAD CASE

(Consolidated With Civil Action No. 3:21-cv-
01484-M)

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

J. Austin Moore, Joshua L. Hedrick, Michael R. Reese, and Jordan S. Palatiello declare as follows:

1. We were appointed by this Court to serve as Plaintiffs' Co-Lead Interim Class Counsel in the above-captioned matter. *See* Doc. 120, Order of Preliminary Approval of Settlement. We submit this Declaration in support of Class Counsel's Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Service Awards. We have personal knowledge of all the matters addressed in this Declaration, including our work and that of our respective firms in prosecuting this action and negotiating its Settlement.¹

¹ All capitalized terms are defined as in the Parties' September 22, 2023 Settlement Agreement. *See* Doc. 117-1.

2. This Declaration focuses on the facts that bear on the Court's determination of a reasonable fee, and, among other things, summarizes our work litigating and resolving this matter and our continued work on behalf of the Settlement Class since this Court ordered issuance of notice. This Declaration also summarizes the lodestar incurred in performing that work. Finally, this Declaration addresses Plaintiffs' requests for reimbursement of reasonable costs and expenses and service awards to the Class Representatives in the litigation.

History of Interim Class Counsel's Work

3. Interim Class Counsel have prosecuted this case on behalf of Settlement Class Representatives and Class since late 2020, when we began investigating the facts and circumstances giving rise to the litigation. Since that time, we have vigorously represented the interests of the Class throughout the course of the litigation and settlement negotiations.

4. The original class action complaint was filed in the Northern District of Texas on October 16, 2020 on behalf of Wipes users Melissa Armstrong and Roland Nadeau and a putative nationwide class of Wipes purchasers, along with a California subclass. *See Armstrong et al. v. Kimberly-Clark Corp.*, No. 3:20-cv-03150 (N.D. Tex.). In the Complaint, Plaintiffs alleged Kimberly-Clark recalled the Wipes in October 2020 after discovering they were contaminated with a bacterial strain called *Pluralibacter gergoviae*. *See, e.g.*, Doc. 116-1 ¶¶ 4, 10, 56. On November 19, 2020, New York resident Dawn Rothfeld filed a putative class action in the U.S. District Court for the Eastern District of New York asserting similar allegations. *See Rothfeld v. Kimberly-Clark Corp.*, No. 2:20-cv-05647-JS-ARL (E.D.N.Y.).

5. While the cases initially proceeded separately, the *Rothfeld* action was transferred to the Northern District of Texas. After transfer, this Court entered an order consolidating *Rothfeld*

with *Armstrong* on July 9, 2021, and Interim Class Counsel then worked cooperatively to jointly prosecute a consolidated action.

6. Interim Class Counsel conducted intake on more than 1,700 potential clients located across the country to ensure there were class representatives for as many states as possible. These efforts included interviewing potential clients, gathering and reviewing documents like product recall letters and proofs of purchase, and creating a consolidated database of retailers that sold recalled products. Interim Class Counsel also had to research potential claims and applicable statutory causes of action from various states where the purchasers resided. As a result of their extensive plaintiff vetting efforts, on March 29, 2022, Interim Class Counsel filed a consolidated complaint that included 22 plaintiffs from 17 states, asserting 26 causes of action.

7. Soon after the initial case was filed, Interim Class Counsel learned that Kimberly-Clark was quietly offering refunds in the form of prepaid Visa cards to certain customers who were able to navigate Kimberly-Clark's customer service department. Initially, Kimberly-Clark informed inquiring consumers that receipt of the card would release Kimberly-Clark from legal liability if the card was not returned within 15 days. To ensure class members were not pressured into releasing their claims, Interim Class Counsel sent a letter to Kimberly-Clark's counsel raising threatening court intervention if Kimberly-Clark attempted to enforce the release. Kimberly-Clark thereafter committed to not seeking a release in conjunction with the refund cards.

8. Interim Class Counsel also advocated for recipients of the refund cards as part of settlement negotiations, with the Parties ultimately agreeing that class members who received refund cards but did not activate them would still be eligible to seek a cash refund under the Settlement. Additionally, claimants that activated their refund cards are only precluded from

seeking compensation for the refunded purchases; they are not precluded from seeking compensation for additional purchases of recalled Wipes under the Settlement.

9. Since late 2020, the Parties have pursued resolution through arm's length settlement negotiations. These efforts culminated in substantial exchanges of information (including information about the cause of the contaminations, consumer complaints and sales data), and settlement proposals, including four, full-day mediations guided by Justice Hankinson between December 2021 and May 2023.

10. Discovery efforts were significant and included seeking sales data from independent third parties as well as gathering information from thousands of individuals who contacted Interim Class Counsel and reviewing complaints received by Kimberly-Clark. After several productive Rule 408 exchanges, Interim Class Counsel sent Kimberly-Clark a comprehensive global settlement demand letter on August 23, 2021. Shortly thereafter, the Parties agreed to mediate, and engaged the services of a highly respected mediator, Justice Hankinson (Ret.). *See* Doc. 42 ¶ 2. On December 7, 2021, the Parties participated in the first all-day, in-person mediation session in Dallas, Texas before Justice Hankinson after exchanging detailed mediation briefs setting forth the Parties' respective positions. While the Parties were unable to reach a resolution at that first session, the Parties continued to negotiate with the assistance of Justice Hankinson, including through several telephone conferences from January through May 2022 in advance of a second mediation session.

11. Through these negotiations, Interim Class Counsel became aware that they would need access to additional data to negotiate an informed Settlement. Because Kimberly-Clark did not sell the Wipes directly to consumers, the Parties needed this discovery to obtain additional sales data and identify purchasers of the product, including for purposes of providing class notice.

Thus, the Parties sought, and the Court ordered on January 31, 2022, the entry of a scheduling order frontloading certain third-party discovery (Docs. 46–47).

12. Thereafter, Interim Class Counsel served subpoenas on over 30 retailers seeking, among other information, “the name, address, email address, and telephone number of every individual who purchased” a recalled product along with the “date of purchase” and “amount of purchase.” *See, e.g.*, Docs. 48-63, 66-71, 73, 74, 76-78, 82-84. During this time, Plaintiffs also filed their Consolidated Class Action Complaint on March 29, 2022. Doc. 64.

13. After serving the subpoenas, Interim Class Counsel dedicated substantial time and effort to working with third party retailers to obtain sales data relating to the Wipes and class member contact information for purposes of providing settlement notice. These efforts required months of individual negotiations with dozens of retailers, all of which were represented by sophisticated counsel. While these efforts were time consuming, they ultimately had a material benefit for class members as Interim Class Counsel were able to obtain information from numerous major retailers to provide class member information, including Amazon, Costco, Sam’s Club, Wal-Mart, Target Corp., Hy-Vee Inc., Ingles Market Inc., Jewel-Osco, Safeway, and BJ’s Wholesale Club, among many others. This work ultimately allowed the Parties to provide direct settlement notice to more than 5,150,000 potential class members.

14. On June 1, 2022, the Parties participated in a second all-day mediation session with Justice Hankinson. After no resolution was reached, the Parties focused efforts on discovery and motion practice. In the weeks that followed, Interim Class Counsel negotiated a protective order (*see* Doc. 95) and briefed Kimberly-Clark’s product preservation sampling methodology. Doc. 97. Interim Class Counsel also served document requests on Kimberly-Clark and continued seeking class member contact information from retailers.

15. Simultaneous to the Parties' settlement negotiations, Kimberly-Clark moved to dismiss Plaintiffs' Consolidated Class Action Complaint on April 28, 2022. The Parties fully briefed the issues and argued the motion before the Court on September 7, 2022. *See* Docs. 81, 85, 86, and 98. After the argument on Kimberly-Clark's motion to dismiss, the Parties agreed that the time was ripe to re-engage in settlement negotiations. As a result, the Parties jointly requested a stay of proceedings, which the Court granted. Doc. 101.

16. On January 10, 2023, the Parties participated in a third, full-day mediation session with Justice Hankinson. Prior to the mediation, on January 9, 2023, the Parties advocated for their respective positions during separate telephone conferences with Justice Hankinson. Though the Parties did not reach agreement at the mediation, Justice Hankinson made a mediator's proposal on the monetary terms of settlement that was ultimately accepted by both Parties.

17. In the weeks that followed, the Parties continued to negotiate the other terms of settlement with the assistance of Justice Hankinson, including through additional written position statements. On May 1, 2023, the Parties participated in a fourth mediation session with Justice Hankinson to assist negotiations with attorneys' fees and costs. Following that session, Justice Hankinson issued a mediator's proposal on fees and costs that was accepted by both Parties. Thereafter, after hard-fought negotiations occurring over almost three years, the Parties finalized a term sheet reflecting the essential terms of the Settlement.

18. On September 22, 2023, Plaintiffs filed their Unopposed Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class and Memorandum in Support Thereof. Doc. 117. On September 27, 2023, the Court entered its Order granting Plaintiffs' motion, finding that the Court would likely be able to: (1) approve the Settlement as fair, reasonable, and adequate, and (2) certify the Settlement Class for purposes of judgment on the Settlement. Doc.

120. The Court also appointed the undersigned, J. Austin Moore of Stueve Siegel Hanson, LLP; Joshua L. Hedrick of Hedrick Kring Bailey PLLC (now of Spencer Fane LLP); Michael R. Reese of Reese LLP; and Jordan S. Palatiello of Lewis Johs Avallone Aviles, LLP, as Interim Class Counsel pursuant to Fed. R. Civ. P. 23(g)(3) to act on behalf of the Settlement Class. *Id.* at ¶ 10.

19. On September 29, 2023, the Court-appointed Settlement Administrator served notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act, 28 U.S.C. § 1715(b). On November 9-10, 2023, the Settlement Administrator also mailed and emailed the Court-approved Class Notice to members of the Settlement Class. Because of Interim Class Counsel's efforts, more than 5.1 million potential Class Members received direct notice of the Settlement via email or mail.

20. The Class Notice informs members of the Settlement Class that Interim Class Counsel will seek combined attorneys' fees and expenses totaling \$3,650,000.00 and service award payments of \$2,500 for each Plaintiff for their service as representatives on behalf of the Settlement Class. The deadline for Settlement Class Members to object or exclude themselves from the Settlement is December 26, 2023. As of the filing of this Declaration, there have been no objections and three requests for exclusion.

The Settlement Benefits Conferred on the Settlement Class

21. The proposed Settlement represents an excellent result for the Class. It will provide benefits to members of the following Settlement Class:

All persons in the United States and United States territories who purchased recalled lots of Cottonelle Flushable Wipes ("Wipes") between February 7, 2020 and December 31, 2020 for personal use and not for resale, and any persons residing in the same household.

Doc. 120 ¶ 8; Agreement ¶ 3.1.²

22. Accounting for the \$4,000,000 Kimberly-Clark already paid in activated cards through its refund program, Kimberly-Clark will pay at least \$10,000,000, and up to \$17,500,000, in connection with refunds to consumers who purchased recalled lots of Wipes. Agreement ¶¶ 2.18, 2.17 (respectively, the “Minimum Settlement Amount” and “Maximum Settlement Amount”). These amounts include a non-reversionary minimum of \$6,000,000 in new dollars, and a maximum of \$13,500,000, to pay valid Claims submitted as part of the Settlement. Settlement Class Members who submit a valid Claim with proof of purchase are eligible for reimbursement up to a maximum of 100% of the amount for which they provide proof of purchase. *Id.* ¶ 7.5(b). Settlement Class Members who submit a valid Claim without proof of purchase are eligible for reimbursement of up to five dollars (\$5.00) per household. *Id.* ¶ 7.5(a). If the sum of the Amount Payable for Approved Claims exceeds \$13,500,000 (which is the Maximum Settlement Amount less the \$4,000,000 credit for previously-paid claims), payments to Settlement Class Members will be reduced *pro rata* so that the total of all payments for valid Claims does not exceed the Maximum Settlement Amount. *Id.* ¶ 6.4. If the Amount Payable for Approved Claims is less than the Minimum Settlement Amount, Kimberly-Clark shall receive a credit towards its other obligations: first to Notice and Administration Expenses, and second to attorneys’ fees and expenses. *Id.*

23. As of the date of filing, the Settlement Administrator estimates that fees, expenses, and costs of Notice and Administration will be \$1,361,405. Pursuant to the Agreement, Kimberly-

² Excluded from the Settlement Class are: (1) Kimberly-Clark, its subsidiaries, parent companies, successors, predecessors, and any entity in which Kimberly-Clark or its parents have a controlling interest and their current or former officers, directors, and employees; (2) the Court and its officers and employees; and (3) any Settlement Class Members who submit a valid Request for Exclusion on or before the Opt-Out Deadline. Doc. 120 ¶ 8; Agreement ¶ 3.2.

Clark will pay costs of Notice and Administration Expenses and any Fee Award and Costs separately from the Minimum or Maximum Settlement Amounts, unless the sum of the Amount Payable for Approved Claims is less than \$6,000,000 to pay new claims, in which case Kimberly-Clark will receive a credit towards its other obligations under the Settlement, first to Notice and Administration Expenses, and second to the Fee Award and Costs. Agreement ¶¶ 6.4, 12.2.³ The attorneys' fee and costs provision was separately and independently negotiated by the Parties only after the Class relief was agreed upon, with the assistance of Justice Hankinson, and the Settlement Agreement is not conditioned on its approval.

24. Likewise, subject to this Court's approval, Kimberly-Clark will pay Service Awards of up to \$2,500 for each proposed Settlement Class Representative, which are intended to compensate such individuals for their efforts in the litigation. Agreement ¶ 12.1. Any Service Awards approved by the Court will count toward the Minimum Settlement Amount, however, if Approved Claims exceed the Maximum Settlement Amount, Service Awards will not count toward the Maximum Settlement Amount. Agreement ¶ 12.1.

The Attorneys' Fees and Expenses Requested

25. The award of \$3,650,000.00 that Interim Class Counsel now seeks, and that the Parties agreed upon through mediation with Justice Hankinson, is inclusive of both Interim Class Counsel's attorneys' fees and their costs and expenses. Subtracting Interim Class Counsel's reasonable costs and expenses of \$102,843.00 from that total agreed-upon award leaves \$3,547,157 that would be attributable to compensating Interim Class Counsel for the time and labor they

³ In the unlikely event the Amount Payable for Approved Claims, Notice and Administration Expenses, and the Fee Award and Costs collectively amount to less than \$6,000,000, then the Parties will confer and jointly submit a proposal to the Court regarding the proposed distribution of the remaining Settlement funds. Agreement ¶ 6.4.

expended in this action. As explained in our Memorandum of Law, filed contemporaneously herewith, the requested award is reasonable under both the percentage-of-the-fund and lodestar-multiplier approaches and is justified under the circumstances of the case and the application of the *Johnson* factors.

The Percentage-of-the-Fund Method Supports Approval of the Award

26. Here, the total value ultimately paid from the Settlement will depend upon the number of Class Members that file valid Claims, and whether those Claims are submitted with, or without, Proof of Purchase. Nonetheless, Interim Class Counsel values the constructive fund at a minimum of \$15,011,405. This figure includes: (1) the minimum of \$10,000,000 allocated to pay customers who purchased recalled Wipes (which includes \$4,000,000 in activated refund cards and \$6,000,000 in new dollars made available under the Settlement); (2) \$3,650,000 in attorneys' fees and expenses, to be separately paid under the Settlement; and (3) \$1,361,405 in Notice and Administration Expenses⁴ to be separately paid under the Settlement. Under this valuation, the fee request is 24.3% of the minimum fund.

27. If valid Claims exceed \$10,000,000, then Kimberly-Clark is obligated to pay up to an additional \$7,500,000 to pay valid Claims, totaling \$17,500,000, in addition to separately paying (1) attorneys' fees and expenses; (2) Notice and Administration Expenses; and (3) \$55,000 in Service Awards. Under this scenario, the constructive fund would be valued at \$22,566,405,

⁴ This figure represents (1) the Settlement Administrator's estimated fees, expenses, and costs of Notice and Administration as of November 27, 2023, and (2) \$15,000 already paid to Amazon from the Settlement Fund to reimburse Amazon's expenses relating to providing Notice to the email addresses in Amazon's possession associated with consumers that Amazon identified as potential class members. *See* Agreement ¶¶ 2.20; 4.2.

resulting in a fee request equaling 16.2% of the fund. In either scenario, the fee request is well within the range of reasonableness and less than typical benchmark fee awards in this Circuit.

28. For comparison, a typical contingent fee arrangement in non-class action cases provides that the representing attorney receives one-third or more of the plaintiffs' recovery, exclusive of costs. *See Arete Partners, L.P. v. Gunnerman*, 2010 WL 11614545, at *2 (W.D. Tex. June 23, 2010) (citing *Barger v. Sutton*, 2004 WL 825998, at *2 (W.D. Tex. Apr. 13, 2004)) (“a one-third contingency fee is customary in both Austin and San Antonio, Texas.”). Moreover, Interim Class Counsel often represents sophisticated businesses in complex commercial litigation on a contingency basis, where these business clients commonly agree to pay fees ranging from 35 to 50% of any recovery. Because the amount requested is below the percentage typically awarded in contingency litigation and is at or below rates reflected in the local market for contingency litigation, Class Counsel's request for at most 24.3% of the value of the Settlement is reasonable.

Class Counsel's Fee Request is Reasonable Under a Johnson Factors Cross-Check.

29. Interim Class Counsel are highly experienced in litigating complex cases and have worked diligently to bring this case to a successful resolution. A summary of our work and experience is provided below.

30. J. Austin Moore is a partner at Stueve Siegel Hanson and has significant experience representing consumers in class action litigation. Mr. Moore has played key roles litigating many of the largest data breach cases in history, including helping secure the groundbreaking \$1.5 billion settlement in *In re: Equifax, Inc. Customer Data Security Breach Litig.*, Case No. 1:17-md-2800-TWT (N.D. Ga.) and the \$500 million settlement in *In re: T-Mobile Customer Data Security Breach Litig.*, No. 21-md-3019-BCW (W.D. Mo.) (final approval granted in June 2023). Mr. Moore has served as class counsel in dozens of cases, including serving as co-lead counsel in two

cases against credit reporting agency Experian arising out of the agency's reporting of delinquent loan accounts that resulted in settlements totaling \$29 million. *See Reyes v. Experian Info. Sols., Inc.*, 2020 WL 5172713, at *1 (C.D. Cal. July 30, 2020) (granting final approval to \$24 million settlement); *Smith v. Experian Info. Sols., Inc.*, 2020 WL 6689209, at *1 (C.D. Cal. Nov. 9, 2020) (granting final approval to \$5 million settlement). The *National Law Journal* recently selected Mr. Moore as one of the "Rising Stars of the Plaintiff Bar" in its 2023 Elite Trial Lawyers Awards. Mr. Moore has also been recognized by *Law360* as one of the "Top Attorneys Under 40" in the country, named a "Rising Star" in class action law by *Super Lawyers*, and honored as an "Up and Coming Lawyer" by *Missouri Lawyers Weekly*.

31. Joshua L. Hedrick is a partner in the Dallas office of Spencer Fane LLP with extensive experience litigating complex cases in the Northern District of Texas, where he served as a judicial law clerk. Before joining Spencer Fane, Mr. Hedrick was in the litigation section of Akin Gump Strauss Hauer & Feld LLP before founding Hedrick Kring, PLLC, later known as Hedrick Kring Bailey PLLC.⁵ Mr. Hedrick handles a broad array of commercial disputes for plaintiffs and defendants, ranging from Fortune 500 Corporations to individual entrepreneurs. His practice includes extensive courtroom experience at the trial court level, along with experience handling appeals. Mr. Hedrick has extensive experience prosecuting and defending class actions. He served as special local counsel for the plaintiffs in a precedent-setting class action challenging the underpayment of royalties in which a contested class was certified leading to a favorable settlement. *See Seeligson v. Devon Energy Prod. Co., L.P.*, 804 F. App'x 304 (5th Cir. 2020). He also served as co-counsel for a class of plaintiffs in a case involving the failure to reimburse

⁵ Since filing this case and appearing as counsel of record, Mr. Hedrick has moved his practice from Hedrick Kring Bailey to Spencer Fane.

payments made for an event that was canceled due to COVID-19. See *HatchMed Corp. v. Healthcare Info. and Mgmt Sys. Soc’y, Inc.*, No. 1:20-cv-03377, 2021 WL 1910520 (N.D. Ill. 2021) (motion for attorneys’ fees). Mr. Hedrick’s class-action defense experience includes working as co-lead defense counsel in a class action seeking over \$400 million for alleged consumer-protection violations, which was dismissed with prejudice before a ruling on class certification, with the dismissal affirmed on appeal. See *Wendt v. 24 Hour Fitness USA, Inc.*, 821 F.3d 547 (5th Cir. 2016). Mr. Hedrick has also been involved in defending several securities class actions.

32. Michael R. Reese is the founding and managing partner at Reese LLP, a firm with offices in New York, Minnesota and California that was founded in 2008 to litigate class actions on behalf of consumers across the United States. Prior to entering private practice, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney’s Office where he served as a trial attorney prosecuting violent and white-collar crime. Victories by Mr. Reese and his firm include a \$21 million class settlement in *In re Fairlife Milk Products Marketing and Sales Practices Litig.*, case no. 1:19-cv-03924-RMD (N.D. Illinois); a \$12.5 million dollar class settlement in *In re Hill’s Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887-JAR-TT (D. Kansas) for pet owners who bought contaminated pet food; a \$6.1 million class action settlement in *Howerton v. Cargill, Inc.* (D. Hawaii) for consumers of Truvia branded sweetener; a \$6.4 million class action settlement in the matter of *Wong v. Alacer Corp.* (S.F. Superior Court) for consumers of Emergen-C branded dietary supplement; and, a \$25 million dollar settlement for mortgagees in *Huyer v. Wells Fargo & Co.* (S.D. Iowa). Mr. Reese is also a frequent lecturer and author on issues of class actions, including in publications by the American Bar Association; the Union Internationale des Advocats; and the Illinois State Bar Association.

Mr. Reese is also an executive committee member of the Plaintiffs' Class Action Roundtable, where he lectures on an annual basis on issues related to class actions.

33. Jordan S. Palatiello is a partner at Lewis Johs Avallone Aviles, LLP ("Lewis Johs"), has extensive and varied litigation experience and has taken over 10 cases to final verdict following trial. Mr. Palatiello has successfully argued appeals of those verdicts before the Appellate Divisions of New York. Mr. Palatiello was formerly an Assistant District Attorney with the Nassau County District Attorney's Office where he prosecuted misdemeanors and felonies in the Special Victims Bureau. Mr. Palatiello has represented hundreds of individuals and companies in connection with claims ranging from high exposure medical malpractice actions to products liability actions against multi-million-dollar companies.

34. In bringing this lawsuit, Interim Class Counsel undertook expensive litigation against a well-financed corporate defendant. In taking this case on a fully contingent basis, we were exposed to significant risk, including investment of our own labor as well as advancing the costs of litigation without any guarantee of being compensated. While we are confident in the viability of Plaintiffs' claims, success is by no means guaranteed, and there remain substantial risks of continued litigation, including significant obstacles to a class-wide judgment in favor of the class on liability and damages. Even if Plaintiffs survived Kimberly-Clark's motion to dismiss and achieved class certification, litigating the case to trial would have required significant additional expenditure of time, money, and resources. Further, if Plaintiffs prevailed at trial on behalf of the class, there is the risk that, after years-long litigation, the Fifth Circuit could reverse on the merits. While we were able to achieve an excellent result for Settlement Class Members through the diligent pursuit of the Class's claims and skillful negotiations, this outcome was far from certain when we agreed to the representation. Based on our experiences, it is our shared view

that the Settlement, which offers to make Settlement Class Members whole for money spent on recalled Wipes, is an excellent result for the Settlement Class.

35. From the outset of the litigation, Interim Class Counsel also understood that several obstacles to a favorable settlement existed. For example, it is notoriously difficult to secure class member information in consumer class actions, because product manufacturers often rely on third party retailers to sell their products. Likewise, Interim Class Counsel understood that it would become increasingly difficult for class members to locate proof of purchase for affected Wipes as time went on. Against that backdrop, Interim Class Counsel worked diligently and creatively to identify putative class members through third party subpoenas, and to achieve a speedy and substantial benefit for those the class members.

36. The Settlement resulted in a very favorable outcome for the class. The commitment of at least \$6,000,000 in new dollars and up to \$13,500,000 to pay valid Claims in addition to the \$4,000,000 already paid is an excellent result for Settlement Class Members. Based on the data available, Interim Class Counsel is confident that Settlement Class Members who submit proof of purchase will recover one hundred percent (100%) of their economic damages in this case, whereas Settlement Class Members without any documentation still have the opportunity to recover five dollars per household by simply attesting they purchased recalled Wipes. Given that there was a significant risk that, absent the Settlement, class members would receive no recovery, the ability to recover 100% of economic damages with modest proof requirements is a substantial benefit for class members.

37. From the inception of the case through December 1, 2023, Interim Class Counsel and the attorneys and staff working at their direction, have spent a combined 5,079 hours prosecuting this case, all of which were reasonably required to achieve the significant cash relief

the Settlement will confer on the Settlement Class Members. There is still much more work to be done in the coming months for successful administration of the Settlement. The substantial time expended on this case by Interim Class Counsel represents a major investment of professional time and resources that could otherwise have been devoted to litigating other cases.

38. From the very beginning, Interim Class Counsel has maintained a strong, positive professional relationship with Plaintiffs. Interim Class Counsel has also maintained positive relationships with class members who reached out about potentially joining the case, including keeping them apprised on the status of the litigation and providing instructions regarding how to submit a claim under the Settlement.

39. Interim Class Counsel represented Plaintiffs and Settlement Class Members on a fully contingent basis. Thus, for over three years, we have advanced our time and that of our colleagues, along with the expenses reasonably necessary to prosecute this case, without any compensation and with no guarantee of recovery.

40. A fee request between 16.2% and 24.3% of total Settlement benefits is below the range normally awarded in this Circuit for class action and complex cases. *See, e.g. Erica P. John Fund, Inc. v. Halliburton Co.*, 2018 WL 1942227, at *9–10 (N.D. Tex. Apr. 25, 2018) (Lynn J.) (citing cases) (approving 33⅓% fee as “within the range of percentage fees awarded in the Fifth Circuit in other complex cases” and noting that “numerous courts in this Circuit have awarded fees in the 30% to 36% range.”).

Consideration of Class Counsel’s Lodestar Supports the Requested Fee

41. Through December 1, 2023, Interim Class Counsel has devoted 5,079 hours to prosecuting the litigation, ultimately securing a Settlement that provides an excellent result for the Class. Our four firms worked together to prosecute these actions as efficiently as possible and to

minimize any overlap in our work. In our extensive experience litigating class actions and consumer cases, the number of hours devoted by Interim Class Counsel to prosecuting this case is reasonable.

42. As reflected in the following chart, the 5,079 hours expended prosecuting this litigation through December 1, 2023 results in a lodestar of \$4,617,070.

Firm	Hours	Lodestar⁶
Stueve Siegel Hanson LLP	3007	\$2,406,180
Hedrick Kring Bailey & Spencer Fane	588.7	\$324,850
Reese LLP	755.20	\$1,132,800
Lewis Johs Avallone Aviles LLP	727.7	\$753,240
Total	5,079	\$4,617,070

43. Interim Class Counsel kept track of the hours we spent working on this action in six-minute increments. Based on Class Counsel’s time records, the following charts represent the total number of attorney hours reasonably expended through December 1, 2023, summarized by firm.

44. The law firm of Stueve Siegel Hanson⁷ expended the following professional hours:

⁶ The rate used for each attorney in calculating the lodestar is their current billing rate. *See, e.g., Leroy v. City of Houston*, 831 F.2d 576, 584 (5th Cir. 1987); *Slipchenko v. Brunel Energy, Inc.*, 2015 WL 338358, at *19 (S.D. Tex. Jan. 23, 2015) (“An ‘accepted method of compensating for a long delay in paying for attorneys’ services is to use their current billing rates in calculating the lodestar.”) (quoting *In re Enron Corp. Sec., Derivative & ERISA Litig.*, 586 F. Supp. 2d 732, 763 (S.D. Tex. 2008)). The rate for each attorney is set forth in detail below.

⁷ In an exercise of billing judgment, Stueve Siegel Hanson is submitting only those timekeepers who worked on this matter for ten or more hours. This results in the removal of the time of several associates and staff members who worked on this case, including on drafting, research and cite-checks.

Stueve Siegel Hanson LLP					
Attorney	Title	Years Practicing	Hours	Rate	Lodestar
Patrick Stueve	Senior Partner	36	354.1	\$1225	\$433,772.5
J. Austin Moore	Partner	12	1069.1	\$900	\$962,190
Stephen Six	Partner	30	76.3	\$1125	\$85,837.50
Abby McClellan Paradise	Associate	10	248.8	\$675	\$167,940
Crystal Cook	Associate	10	185.2	\$675	\$125,010
Michael Owens	Former Associate	9	507.4	\$675	\$342,495
Jordan A. Kane	Associate	5	454	\$550	\$249,700
Mary Rose Marquart	Paralegal	36	112.1	\$350	\$39,235
Total			3,007		\$2,406,180

45. The attorneys and staff that participated in this matter are all well-credentialed and highly experienced. The rates sought by these professionals are consistent with their credentials, level of experience, past awards, and market rates in the locales in which they practice:

- a. **Patrick J. Stueve** is a founding partner of Stueve Siegel Hanson. Recognized as a *National Law Journal* “Elite Boutique Trailblazer” for his work in contingency fee business litigation, Mr. Stueve has prosecuted claims in federal and state courts nationwide against some of the largest companies in the world, including Syngenta, Merck, Formula 1 Racing, ITW, Citigroup, UnitedHealthcare and AIG. He has secured more than \$2.5 billion in jury verdicts, arbitration awards and settlements – often in high-stakes cases. He has been named a *Best Lawyers in America* “Lawyer of the Year” for antitrust and bet-the-company litigation in the Kansas City region. Mr. Stueve has been involved in this case since its inception, helping develop case strategy, working with experts, and participating in the settlement negotiations with Kimberly-Clark.
- b. **J. Austin Moore** is a partner at Stueve Siegel Hanson and has significant experience representing consumers in consumer class actions. He was appointed as Interim Class Counsel in this matter and served as the partner responsible for leading the day-to-day management of this case. Mr. Moore has been actively involved in this case since its outset, including serving as the primary contact with Kimberly-Clark’s counsel, taking lead roles drafting the consolidated complaint, negotiating the settlement, substantive briefing, and preparing settlement-related filings.

- c. **Stephen Six** is a partner at Stueve Siegel Hanson and an experienced trial attorney, who has successfully tried complex cases before juries in state and federal court. Mr. Six performed key work in this case including helping develop experts and participating in legal strategy. Mr. Six joined Stueve Siegel Hanson following his term as the 43rd Attorney General of Kansas. In addition to his trial practice, he has maintained an active appellate practice and has successfully argued cases before federal appellate courts and before the United States Supreme Court. Mr. Six has been recognized as one of Kansas City Business Journal's "Best of the Bar" and has been recognized repeatedly as a Missouri-Kansas "Super Lawyer." Most recently, he was selected for inclusion in The Best Lawyers in America in the field of Appellate Practice and Commercial Litigation.
- d. **Abby McClellan Paradise** is an associate attorney at Stueve Siegel Hanson. Ms. Paradise was actively involved at all stages of the litigation, including the preliminary case investigation, working with class representatives, and expert development. Ms. Paradise brings her valuable experience working on large-scale mass torts to her current consumer class action cases. In 2016, Ms. Paradise was appointed by Judge Kurt Engelhardt to serve on the Plaintiffs' Steering Committee for the Taxotere MDL currently pending in the Eastern District of Louisiana. In 2019, Ms. Paradise was appointed by Judge M. Casey Rodgers to serve as a member of the Early Vetting Committee for the 3M MDL currently pending in the Northern District of Florida. She was named "One to Watch" by *Best Lawyers* in the areas of Product Liability Litigation and Class Action Litigation; an "Up and Coming Lawyer" by *Missouri Lawyers Weekly*; and has been named a "Rising Star" by *Super Lawyers* since 2017.
- e. **Crystal Cook** is an associate attorney at Stueve Siegel Hanson. Ms. Cook assumed critical roles in the management of this matter, including communicating with clients through the intake, vetting, discovery, and settlement process. Ms. Cook has extensive experience with client management in large-scale class action and multi-district litigation involving consumer products. Ms. Cook was recognized by Super Lawyers as a "Rising Star" from 2019-2022 and received the Litigation Practitioner Award at Missouri Lawyers Media Women's Justice Awards in 2022.
- f. **Michael Owens** is a former associate attorney at Stueve Siegel Hanson, and a current partner at Edgar Law Firm LLC. While at Stueve Siegel Hanson, Mr. Owens had a substantial role in the pre-suit investigation, analysis, and work-up of the initial pleadings in this matter. Mr. Owens graduated *magna cum laude* from the University of Missouri School of Law in 2014, where he was Note and Comment Editor of the Missouri Law Review.
- g. **Jordan A. Kane** is an associate attorney at Stueve Siegel Hanson and has practiced law since 2018. Ms. Kane was involved in briefing and arguing Kimberly-Clark's motion to dismiss, preparing settlement-related filings, and leading the effort to collect class contact information from third party retailers. Ms. Kane received her J.D. from the University of Kansas Law School in 2018, where she graduated Order

of the Coif and received the Samuel Mellinger Scholarship, Leadership and Service Award, given annually to the graduate who, in the opinion of the faculty, has most distinguished themselves in the combined areas of scholarship, leadership, and service. Before joining Stueve Siegel Hanson in 2022, Ms. Kane practiced for over three years as an associate at Shook Hardy & Bacon in Kansas City, Missouri, where she represented corporate clients in a variety of commercial and product liability litigation matters. In 2023, Ms. Kane was named by *Super Lawyers* as a “Rising Star,” and Missouri Lawyers Weekly recognized Ms. Kane as an “Up & Coming Lawyer.” Ms. Kane was recently appointed to the Leadership Development Committee in *In re Independent Living Systems Data Breach Litigation*, Case No. 1:23-21060-CV in the Southern District of Florida.

- h. **Mary Rose Marquart** is a senior paralegal at Stueve Siegel Hanson. Ms. Marquart played an integral role in the management of this case from the outset, including coordinating with clients and collecting class contact information from third party retailers. Ms. Marquart received a B.S. in Sociology with an emphasis in Criminal Justice from Benedictine College in 1983. Between 1983 and 1985, Ms. Marquart worked as an Investigator for the Jackson County, Missouri Prosecuting Attorney Office. She then received her Paralegal Certificate from Rockhurst University in 1986. Ms. Marquart began working as a Litigation Paralegal in 1985, and now has over 34 years of experience. During that time, she has assisted with more than 10 trials.

46. Stueve Siegel Hanson’s hourly rates have been approved in fee applications submitted in jurisdictions across the country. *See, e.g., Kruger v. Lely N. Am., Inc.*, 2023 WL 5665215, at *1 (D. Minn. Sept. 1, 2023) (approving percentage of the fund in consideration of the *Johnson* factors analysis provided by plaintiffs’ counsel, which included Mr. Stueve’s 2023 rate of \$1,225, Mr. Six’s rate of \$1,125, and Ms. Marquart’s rate of \$350); *Torretto v. Donnelley Fin. Sols., Inc.*, 2023 WL 123201, at *4 (S.D.N.Y. Jan. 5, 2023) (approving lodestar fee application of Stueve Siegel Hanson, which included Mr. Moore’s 2022 rate of \$825); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *39 (N.D. Ga. Jan. 13, 2020) (approving partner rates ranging from \$750-\$1,050 per hour in large-scale data breach class action with Stueve Siegel Hanson serving as Co-Lead Counsel); *Reyes v. Experian Info. Sols., Inc.*, 2020 WL 5172713, at *4 (C.D. Cal. July 30, 2020) (approving Stueve Siegel Hanson’s “sufficiently

document[ed] and justifie[d]” hourly rates for purposes of cross-check, including Mr. Moore’s 2019 rate of \$700). Stueve Siegel Hanson charges these same rates to hourly clients.

47. Hedrick Kring Bailey and Spencer Fane expended the following attorney hours:

Hedrick Kring Bailey/Spencer Fane						
Timekeeper	Title	Years Practicing	Hedrick Kring Bailey Hours	Spencer Fane Hours	Rate	Lodestar
Joshua L. Hedrick	Partner	16	252.5	25.0	\$775	\$215,062.50
Nicole Miller	Associate	4	68.4	n/a	\$475	\$32,490.00
Christiana Leinbaugh	Associate	2	46.1	n/a	\$450	\$20,745.00
Andrew Boone	Associate	<1	7.4	25.0	\$375	\$12,150.00
Mark Fritsche	Counsel	7	24.3	n/a	\$675	\$16,402.50
All Paralegals	n/a	n/a	125.0	15.0	\$200	\$28,000.00
Total			523.7	65.0		\$324,850.00

48. The attorneys and staff that participated in this matter on behalf of Hedrick Kring Bailey and Spencer Fane are all well-credentialed, experienced in the Northern District of Texas, and well-suited to serve the role played in this case. The rates sought by professionals at the firm are consistent with their credentials, level of experience, and market rates in the locales in which they practice.

- a. **Joshua L. Hedrick** is a partner at Spencer Fane LLP and a former founding partner at Hedrick Kring Bailey PLLC. Mr. Hedrick brought his significant experience litigating both sides of class actions to join this case as local/Texas counsel. From the inception of the case, Mr. Hedrick and the attorneys at his firm contributed to the development of the class’s litigation strategy. As Texas counsel, Mr. Hedrick and his firm managed the issuance of subpoenas to non-parties and handled the follow up on many of those subpoenas to secure documents and information useful for the proceeding and for the benefit of the settlement class.

- b. **Nicole Miller** is an associate attorney who came to this case with experience in business litigation. After working as a trial associate at Thompson & Knight LLP (now Holland & Knight LLP), Ms. Miller founded her own firm serving families of special-needs children before joining Hedrick Kring Bailey as a business litigation associate. Ms. Miller assisted Mr. Hedrick in securing documents and information in response to subpoenas, along with other projects.
- c. **Christiana Leinbaugh** is an associate attorney who graduated cum laude from the University of North Texas at Dallas College of Law. Since entering practice in 2021, Ms. Leinbaugh has gained valuable experience centering around tort and business litigation. Ms. Leinbaugh assisted Mr. Hedrick in securing documents and information in response to subpoenas, along with other projects.
- d. **Mark Fritsche** worked on this case as an experienced Counsel at Hedrick Kring Bailey before being promoted to Partner at the firm. Mr. Fritsche boasts extensive litigation and trial experience, having worked in high-stakes cases including those involving business litigation, product liability, employment law, shareholder disputes, commercial real estate, and other subject matters. Mr. Fritsche assisted with the initial development of the case.
- e. **Andrew Boone** is an associate attorney and a recent graduate of Baylor University School of Law where he graduated with magna cum laude. Mr. Boone started his career with Hedrick Kring Bailey is now an associate at Spencer Fane LLP where he continues to work on this file supporting Mr. Hedrick. Mr. Boone assisted Mr. Hedrick in securing documents and information in response to subpoenas and assisted with the preparation of the information contained in this declaration.

49. Mr. Hedrick's requests for attorneys' fees and rates have been met with approval in class-action settlements. For instance, in the *Devon Energy* case, the fee sought by Mr. Hedrick and his co-counsel was approved in full. Similarly, Mr. Hedrick's request for fees and rates have been met with approval when considered through fee applications evaluated by bankruptcy courts. *See, e.g.* Order Authorizing Payment of Legal Fees, *In re Loot Crate, Inc.*, No. 19-11791 (Bankr. D. Del. Sept. 11, 2019) (ECF No. 155).

50. The law firm of Reese LLP expended the following attorney hours:

Reese LLP					
Attorneys	Title	Years Practicing	Hours	Rate	Lodestar
Michael R. Reese	Managing Partner	27	755.20	\$1,500	\$1,132,800.00
Total					\$1,132,800.00

51. The rate sought by Reese LLP are consistent with the credentials, level of experience, past awards, and market rates in the locales in which Reese LLP practices:

- a. **Michael R. Reese** is the founding and managing partner of Reese LLP, which was started in 2008 to litigate class actions on behalf of consumers and other plaintiffs. Mr. Reese is a highly respected consumer class action attorney, with more than 27 years of experience. Mr. Reese has led a number of high-profile class action and has recovered hundreds of millions of dollars on behalf of consumers and other class members during his career. Mr. Reese is a member of the state bars of New York and California as well as numerous federal district and appellate courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993. Prior to entering private practice, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting violent and white-collar crime.

52. Reese LLP's hourly rates have been approved in fee applications submitted throughout the United States, including several within the last year. *See e.g. Sharpe v. A&W Concentrate Co.*, case no. 1:19-cv-00768-BMC (Nov. 16, 2023 E.D.N.Y.) (granting motion for payment of class counsel fees based upon rate of \$1,500 for Michael Reese, holding that the attorneys of Reese LLP as "Class Counsel have done excellent work in this matter and have achieved a substantial benefit for the Class. Class Counsel are very experienced, both in class actions and in this kind of consumer litigation. Moreover, their hourly rates are commensurate with the highest quality of practice in this District and are hereby approved."); *Golden v. Banco Popular de Puerto Rico*, Case No. 3:20-cv-00095-RM (D.V.I. Sept. 29, 2023) (granting payment of fees based upon rate of \$1,500 for Michael Reese holding that Reese LLP as class counsel is

“quite experienced in litigating these type of class action cases and pursued this case with diligence”).

53. The law firm of Lewis Johs Avallone Aviles expended the following attorney hours:

Lewis Johs Avallone Aviles LLP					
Attorneys	Title	Years Practicing	Hours	Rate	Lodestar
James F. Murphy	Partner	29	327.70	\$1,200.00	\$393,240.00
Jordan S. Palatiello	Partner	14	181.50	\$900.00	\$163,350.00
Michael J. Del Piano	Partner	11	168.20	\$900.00	\$151,380.00
Annemarie S. Jones	Partner	13	50.30	\$900.00	\$45,270.00
Total			727.70		\$753,240.00

54. Lewis Johs’s rates are established pursuant to rates that its attorneys have charged and received from the firm’s clients in other matters, including contingency representation in consumer protection, products liability, multi-trauma torts, and other complex litigation.

- a. **Jordan S. Palatiello** is an experienced trial lawyer who has brought numerous cases to verdict in high exposure products liability and medical malpractice actions against multimillion-dollar companies. He received his juris doctorate from Hofstra University, Uniondale, New York in 2008 and his bachelor’s degree from Binghamton University in 2005 Mr. Palatiello is a member of the New York State bar and is admitted to practice in the Eastern and Southern Districts of New York.
- b. **James F. Murphy** is a partner at Lewis Johs who has over thirty years of litigation experience, including the representation of consumers in class litigation. Mr. Murphy and Lewis Johs were named co-lead counsel in All Star Carts and Vehicles v. BFI Canada Income Fund, 08-cv-1816 (E.D.N.Y.) which was a case brought on behalf of a class of consumers against one of the largest waste hauling companies in New York alleging anticompetitive actions by Defendant by, among other things, utilizing long term “evergreen” service contracts that had the effect of allowing Defendant to control price and exclude competitors in the relevant market for waste removal on Long Island, all to the detriment of consumers. The case resulted in a

settlement pursuant to which Defendant agreed to, and implemented, sweeping changes to its service contracts in the relevant market to remedy their anticompetitive effects. Prior to his tenure at Lewis Johs was part of a team of attorneys that obtained outstanding recoveries for insurance consumers in *In re Prudential Insurance Sales Practices Litigation*, 02-cv-7527 (D.N.J.), based upon the improper “churning” of life insurance policies against consumers, the sale of such policies with “vanishing premiums”, that did not, in fact, vanish over time, and their sale to consumers as purported investment vehicles, when they were wholly unsuitable for such purpose. Mr. Murphy participated also in the successful prosecution of securities cases on a class wide basis, including, *In re: Sears Roebuch & Co. Securities Litigation*, 02-c-07527 (N.D. Ill.), a case based upon alleged misrepresentations by Sears regarding the performance and credit quality of its credit card portfolio. Mr. Murphy obtained his juris doctorate degree from St. John’s University School of Law in 1989 and is admitted to the New York State bar, the United States District Courts for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second Circuit.

- c. **Michael J. Del Piano** is a partner at Lewis Johs who focuses on commercial litigation and labor and employment matters and has successfully represented clients in numerous matters in federal and state trial and appellate courts. Mr. Del Piano was the lead counsel for multiple public sector labor unions, including the largest public sector union in the *State of New York*, in *Seidemann v. Professional Staff Congress, Local 2334*, 432 F. Supp. 3d 367 (S.D.N.Y. 2020); aff’d, 842 F. Appx. 655 (2d Cir. 2021 (Summary Order), *cert. denied*, 142 S. Ct. 104 (2021) and *Pellegrino v. New York State United Teachers*, 18-cv-3439-NGG-RML, 2020 WL 2079386 (E.D.N.Y. Apr. 30, 2020), aff’d, 843 F. Appx. 409 (2d Cir. 2021) (Summary Order). Seidemann and Pellegrino respectively were putative national and statewide class action lawsuits for injunctive relief and damages seeking to recover millions of dollars in “agency fees” (i.e., fees paid by non-union members) that had previously been legal under a statutory process in comportment with *Abood v. Detroit Bd. of Educ.*, 431 U.S. 209 (1977) until the Supreme Court’s decision in *Janus v. Am. Fed’n of State, Cnty., & Mun. Emps., Council 31*, 138 S. Ct. 2448 (2018) overruled *Abood*. Mr. Del Piano obtained complete defense for his clients as a matter of law arguing that the unions acted in good faith reliance on then prevailing Supreme Court precedent. Mr. Del Piano received his juris doctorate from Albany Law School of Union University in 2012 and his bachelor’s degree from the University at Albany, State University of New York in 2009. He is admitted to the New York bar, and the United States District Courts for the Southern, Eastern, Northern, and Western Districts, and the United States Court of Appeals for the Second Circuit.
- d. **Annemarie S. Jones** is a former partner with Lewis Johs and a current partner at Sokoloff Stern, LLP. While with Lewis Johs, Ms. Jones had a substantial role in pre-suit investigation, analysis, and preparation of initial pleadings in this matter. Ms. Jones further assisted in the initial stages of litigation once the matter was commenced in the Eastern District of New York and then transferred to the Northern District of Texas, as well as at the early mediation sessions. Ms. Jones

graduated *magna cum laude* from Tulane University Law School where she was inducted into the Order of the Coif and received her bachelor’s degree from Binghamton University, State University of New York.

Additional Anticipated Time

55. The lodestar figure above does not include the substantial amount of time that Interim Class Counsel will be required to devote to achieving final approval, responding to any objections, overseeing the claims administration process and the distribution of settlement funds to the Class, and litigating any appeals.

56. These additional hours, for which Interim Class Counsel will not receive any additional compensation from the Settlement, effectively reduce the multiplier, and should be considered in evaluating the reasonableness of the fee request.

Plaintiffs’ Motion for Reimbursement of Advanced Expenses

57. For the past three years, Interim Class Counsel has advanced significant litigation costs and expenses that were reasonably necessary to prosecute this case. These expenses total \$102,843.00 in unreimbursed costs, and include fees for *pro hac vice* admissions, other court filing fees, copy and print charges, and online research fees. All expenses incurred were reasonable, necessary, and expended in furtherance of the litigation.

58. The following chart breaks down the total costs expended by Interim Class Counsel per firm:

Firm	Costs & Expenses
Stueve Siegel Hanson	\$97,834.12
Hedrick Kring Bailey & Spencer Fane	\$1,297.34
Reese	\$782.14
Lewis Johs Avallone Aviles	\$2,929.40
Total	\$102,843.00

59. A detailed breakdown of the specific costs and expenses incurred by each firm is summarized below:

Stueve Siegel Hanson Costs & Expenses	
Cost Category	Amount Paid
Meals	\$471.67
Court Fees & Costs	\$369.75
Experts/Consultants	\$29,862.50
Reimbursement for Local Counsel Expenses	\$703.40
Third-Party Subpoena Costs	\$8,127.50
Mediation Fees and Costs	\$23,316.73
Printing & Copying	\$296.60
Mailing & Postage	\$86.17
Legal Research	\$28,915.23
Travel Expenses	\$3,941.04
Web Hosting/Data Storage	\$1,743.53
Total	\$97,834.12

Reese LLP Costs & Expenses	
Cost Category	Amount Paid
Travel Expenses	\$782.14
Total	\$782.14

Hedrick Kring Bailey/Spencer Fane Costs & Expenses	
Cost Category	Amount Paid
Legal Research	\$1,281.02
Postage	\$16.32
Total	\$1,297.34

Lewis Johs Avallone Aviles Costs & Expenses	
Cost Category	Amount Paid
Court Fees	\$580.00

Service of Process	\$147.75
Travel Expenses	\$2,201.65
Total	\$2,929.40

60. If Interim Class Counsel had not been successful on behalf of the Class, we would have been required to absorb these expenses at a loss. Interim Class Counsel's costs and expenses are the same costs that Counsel would normally charge to an hourly client. Accordingly, Interim Class Counsel's request for reimbursement of \$102,843.30 in expenses is reasonable and should be approved.

Plaintiffs' Service Awards

61. Consistent with the law in this Circuit, Interim 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 against an abundantly resourced corporation, without which this lawsuit could not have been initiated. In addition, each Class Representative provided detailed information as to their claims and has remained active in the case, communicating with Interim 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.

Executed this 5th day of December, 2023.

/s/ J. Austin Moore
J. Austin Moore

/s/ Joshua L. Hedrick
Joshua L. Hedrick

/s/ Michael R. Reese
Michael R. Reese

/s/ Jordan S. Palatiello
Jordan S. Palatiello

Interim Class Counsel