

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

STEVEN GRAVLEY, SR., TYRONE BANKS,
BARBARA WELZENBACH, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

FRESENIUS VASCULAR CARE, INC. d/b/a
AZURA VASCULAR CARE,

Defendant.

Master File No. 2:24-cv-01148-MMB

CLASS ACTION

**JOINT DECLARATION OF ANDREW W. FERICH AND BENJAMIN F. JOHNS
IN SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

We, Andrew W. Ferich and Benjamin F. Johns, jointly declare the following facts based on our personal knowledge of the following facts, with the exception that we do not have personal knowledge of each other's firm's billable time spent litigating this Action:

1. I, Andrew W. Ferich, am an attorney admitted to practice before this Court and before the Supreme Courts of Pennsylvania and New Jersey. I am a partner of the law firm Ahdoot & Wolfson, PC ("AW") in Radnor, Pennsylvania. I make the following declaration based upon personal knowledge, with the exception that I do not have any personal knowledge of the time spent by Shub Johns & Holbrook LLP ("SJH") litigating this case. If compelled to testify as a witness, I would testify competently thereto.

2. I, Benjamin F. Johns, am an attorney admitted to practice before this Court and before the Supreme Courts of Pennsylvania and New Jersey. I am a co-founding partner of the SJH law firm based in Conshohocken, Pennsylvania. I make the following declaration based upon personal knowledge, with the exception that I do not have any personal knowledge of the time

spent by AW litigating this case. If compelled to testify as a witness, I would testify competently thereto.

EFFORTS IN THIS LITIGATION

3. This matter involves a data breach impacting Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc. (“Azura” or “Defendant”) that occurred between September 27 and October 9, 2023. Beginning in March 2024, two putative class actions were filed in this Court. On April 30, 2024, the two related actions were consolidated in the first-filed action, *Gravley, Sr. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc.*, No. 24-cv-01148-MMB, and the Court appointed Andrew W. Ferich of AW and Benjamin F. Johns of SJH as interim co-lead class counsel for Plaintiffs pursuant to Fed. R. Civ. P. 23(g).

4. Our firms have been solely involved in all aspects of this litigation from the initial investigation to the present. We have been the primary points of contact for Plaintiffs with counsel for Defendant. We undertook this matter on a contingent fee basis with the risk of achieving no recovery at all and have litigated and managed this case on a fully contingent fee basis for approximately 15 months.

5. Before filing this action, our firms conducted detailed factual and legal research into the issues surrounding the data breach, drafted and obtained client approval of separate complaints followed by a consolidated complaint, and filed these complaints in this Court.

6. Over the course of this case, our firms worked collaboratively and efficiently to advance the litigation on behalf of Plaintiffs and the putative class. This work has included the following: conducting extensive pre-suit investigations that included factual research and lengthy interviews of Plaintiffs and other class members; researching and drafting the initial complaint and the Consolidated Amended Complaint; reviewing Plaintiffs’ documentation and all documents

produced by Defendant related to the data breach; analyzing applicable state laws regarding breaches of consumer information; organizing the case and leadership through private ordering briefing; responding to Defendant's motion to dismiss; keeping clients abreast of the lawsuit; negotiating and papering the settlement agreement; participating in a competitive bidding process to select a settlement administrator; preparing for and participating in Court hearings; and communicating with the Settlement Administrator to facilitate the notice and claims process.

7. Along with counsel for Defendant, we traveled to and attended an all-day mediation on December 12, 2024, in West Palm Beach, Florida. Prior to engaging in mediation, our firms exchanged lists of mediators with defense counsel, provided an opening settlement demand, exchanged pre-mediation discovery with Defendant, and prepared for and exchanged detailed mediation statements and other relevant information, and then participated in an all-day mediation with Bennett G. Picker of Stradley Ronan Stevens & Young LLP.¹

8. Through the settlement negotiations and the settlement-related discovery, we were able to confirm the class size, determine the data sets potentially compromised in the Data Breach, and evaluate the available insurance coverage. The mediation resulted in a settlement in principle that includes the creation of a \$3,150,000 non-reversionary common fund.

9. After reaching an agreement in principle, and throughout the course of the Parties' negotiation of the terms of the Settlement Agreement, we and Defendant's counsel participated in numerous phone conferences and email exchanges to reach the final terms of the comprehensive Settlement Agreement. Attorneys' fees and expenses were never negotiated (or even discussed) as

¹ Notably, while Class Counsel and the mediator were amenable to conducting the mediation remotely, Defendant required an in-person mediation to promote a more productive mediation session. Class Counsel agreed to this, and on December 12, 2024 the Parties traveled to Palm Beach, Florida to conduct mediation with Bennett G. Picker, Esq., where Mr. Picker is located during the winter months.

part of the mediation; instead, the Parties and the mediator focused on negotiating only the common fund amount during the mediation. Through these protracted settlement discussions, we were able to evaluate the strengths and weaknesses of our case and evaluate damages on a potential class-wide basis.

10. While negotiating the final settlement agreement, we sought competitive bids for settlement administration, worked with the selected Settlement Administrator, RG/2, in developing a notice plan and other associated notice documents, and submitted the settlement for preliminary approval. Thereafter, we dedicated our efforts toward effecting notice, administering the settlement, and preparing to submit this motion as well as the motion for final approval. We anticipate conducting further extensive efforts from the time of this filing through the hearing on the motion for final approval and beyond.

11. Our efforts regarding the settlement have been a success. The deadlines to object to the settlement and file claims are May 30, 2025 and June 30, 2025, respectively. As of this filing, 7,626 claims have been submitted, and we and the Settlement Administrator are aware of no objections having been filed.

12. All the work performed by our firms in this case has been done on a contingent fee basis. All the litigation costs were advanced by Class Counsel, with no guarantee of recovery.

CLASS COUNSEL'S REASONABLE LODESTAR AND EXPENSES

13. Class Counsel have contributed substantial time, expense, and effort pursuing this matter on behalf of Plaintiffs and the Class.

14. To date, Class Counsel have committed a combined 1,079.79 hours for a lodestar total of \$890,805.00 prosecuting this matter for Plaintiffs and the Class. The hourly rates of Class Counsel and their respective firms are their customary rates and are consistent with those utilized for lodestar cross-check purposes.

15. The timekeepers at our law firms billed the following from the inception of this case through May 15, 2025 (Mr. Ferich, alone, avers to the charts below relating to his firm, AW, and its lodestar and expense summaries, and Mr. Johns, alone, avers to the separate charts below relating to his firm, SJH, and its lodestar and expense summaries):

AHDOOT & WOLFSON, PC – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Robert Ahdoot	Partner	\$ 1,300.00	90.4	\$ 117,520.00
Andrew W. Ferich	Partner	\$ 900.00	270.8	\$ 243,720.00
Alyssa Brown	Associate	\$ 800.00	68.1	\$ 54,480.00
Deborah De Villa	Associate	\$ 750.00	24.1	\$ 18,075.00
Chloe DeOnna	Former Associate	\$ 550.00	36.9	\$ 20,295.00
Joshua Nguyen	Associate	\$ 550.00	8.5	\$ 4,675.00
Heidi Liivamagi	Paralegal	\$ 350.00	47.2	\$ 16,520.00
Michelle Montecalvo	Paralegal	\$ 350.00	40.0	\$ 14,000.00
TOTAL:			586.0	\$ 489,285.00

SHUB JOHNS & HOLBROOK LLP – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Jonathan Shub	Partner	\$ 1,050.00	48.33	\$ 50,746.50
Benjamin F. Johns	Partner	\$ 1,000.00	144.65	\$ 144,650.00
Samantha E. Holbrook	Partner	\$ 800.00	133.91	\$ 113,823.50
Andrea L. Bonner	Associate	\$ 650.00	116.5	\$ 75,725.00
Mayce Van	Law Clerk	\$ 450.00	3.0	\$ 1,350.00
Christine Powers	Paralegal	\$ 325.00	25.5	\$ 8,287.50
Lacey Russo	Former Paralegal	\$ 300.00	7.2	\$ 2,160.00
Damian Gomez	Legal Assistant	\$ 325.00	14.7	\$ 4,777.50
TOTAL:			493.79	\$ 401,520.00

16. This time was kept contemporaneously with billable work as it was performed on the case. Based on our experience in similar cases, we, as Class Counsel, are of the opinion that this time was reasonable and necessary to the prosecution and resolution of a case of this type.

17. To date, Class Counsel have collectively incurred \$14,062.32 in expenses directly related to and necessary for the prosecution of this matter. These expenses are all the type that would ordinarily be expensed to a fee-paying client in the private litigation sector, and are reasonable reflections of the demands of the litigation, including filing fees, mediation fees, copy expenses, and travel expenses. In reviewing our firms' detailed time and expenses, we made sure that all time and expenses referenced herein were attributed to this case and do not include any redundancies.

18. From the inception of this case through May 15, 2025, our firms incurred the following litigation expenses:

AHDOOT & WOLFSON, PC – FIRM EXPENSES	
CATEGORY NAME	TOTAL EXPENSES PER CATEGORY
Electronic Research	\$ 31.70
Filing Fees	\$ 765.00
Mediation	\$ 6,000.00
Postage	\$ 148.72
TOTAL:	\$ 6,945.42

SHUB JOHNS & HOLBROOK LLP – FIRM EXPENSES	
CATEGORY NAME	TOTAL EXPENSES PER CATEGORY
Electronic Research	\$ 374.26
Filing Fees	\$ 444.84
Mediation	\$ 6,000.00
Professional Legal Services	\$ 297.80
TOTAL:	\$ 7,116.90

19. The above expenses were necessary to the effective prosecution of the case and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at our firms. Detailed records of our time and expenses are

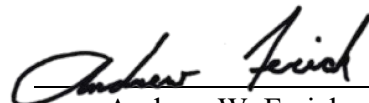
available to the Court *in camera* upon request. The above expenses do not include Class Counsel's substantial expenses for—and we are not seeking reimbursement for expenses related to—meals, travel, and lodging, including the expenses incurred as a result of traveling to Palm Beach, Florida, during the peak season for an in-person mediation. While we could have requested reimbursement of these expenses pursuant to the terms of the Settlement Agreement, we made a decision to write off these expenses for the benefit of the Settlement Class.

THE CLASS REPRESENTATIVE SERVICE AWARDS

20. The proposed Class Representatives have been active participants in this case. They participated in Class Counsel's lengthy interviews and provided relevant documents to counsel, generally stayed informed about this litigation, reviewed, and approved the settlement demand and final settlement amount and Settlement Agreement, and spent substantial time and effort protecting the Class's interests, including collecting documents and materials in support of their claims. Class Representatives have no conflicts of interest with other Settlement Class Members, are subject to no unique defenses, and they have and continue to vigorously prosecute this case on behalf of the Settlement Class. Accordingly, Service Awards of \$2,500 to each Class Representative are reasonable given the efforts of each Class Representative on behalf of the Class in this matter.


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

Executed this 16th day of May, 2025, in Malvern, Pennsylvania.



Andrew W. Ferich
(PA Bar No. 313696)

Executed this 16th day of May, 2025, in Upper Darby, Pennsylvania.



Benjamin F. Johns
(PA Bar No. 201373)