

Exhibit 1

5. Class Counsel seek attorneys' fees in the amount of \$1,633,333, which is one-third of the Settlement Amount, reimbursement of \$15,455.64 in litigation costs and expenses, and Service Awards of \$8,000 to the Class Representative, and \$5,000 each to the other Plaintiffs.

6. As further detailed herein and in the accompanying memorandum, from the outset of the investigation and filing of the case through the negotiation and drafting of the Settlement now before the Court, Class Counsel have vigorously represented the interests of the Class to obtain the best possible resolution and have achieved a high level of success. As a result of Class Counsel's efforts, the Class Representative and Plaintiffs were able to obtain a Settlement that provides significant benefit to the Class.

7. The previously filed Joint Declaration of E. Adam Webb and G. Franklin Lemond, Jr. (ECF No. 95), contains the background of the litigation, Class Counsel's investigation, the course of proceedings, settlement negotiations, and the terms of the Settlement.

8. In its Order preliminarily approving the Settlement (the "Preliminary Approval Order") (ECF No. 96), the Court, among other things, conditionally certified the Class for settlement purposes and directed that notice be disseminated to the Class.

9. Counsel for Plaintiffs achieved excellent results for the Class. These results would not have materialized but for the efforts of Plaintiffs' Counsel, the Class Representative, and the other Plaintiffs.

10. After Plaintiffs filed this action, Defendant changed its "Personal Deposit Agreement" with customers to include the following language:

After an Account is closed, we may within our sole discretion re-open an Account to debit a transaction, recover a loss, reverse a provisional credit, or for any other reason. If we re-open an Account, the terms of this Agreement continue to apply to the Account.

While this change in disclosures was not a negotiated part of the Settlement, it resulted, at least in part, from this litigation.

11. The parties entered into a Settlement providing a \$4.9 million Settlement Amount, which includes cash recovery for the Settlement Class and the payment of all fees, costs, and expenses associated with providing notice to the Settlement Class and the administration of the Settlement. Under the Settlement, each Participating Settlement Class Member shall be entitled, to the extent that the Net Cash Settlement Amount is sufficient, to a Basic Payment of One Hundred Twenty-five dollars (\$125) or an Enhanced Payment if the Participating Settlement Class Member believes they suffered monetary losses exceeding the Basic Payment and provide documentary evidence of monetary losses resulting from post-reopening unauthorized transactions as specified in the Agreement. Without the efforts of Plaintiffs' Counsel, Plaintiffs, and the Class Representative, the members of this Class would have received nothing. The recovery, which avoids any further litigation risks or delays, is an outstanding result for Settlement Class Members in light of the existing defenses and the challenging and unpredictable path of litigation that would have been faced absent the Settlement. The Settlement Amount is non-reversionary, and thus will not be returned to Defendant or diminished based on the participation rate of Class Members.

12. Class Counsel seek attorneys' fees of one-third of the Settlement Amount, amounting to \$1,633,333. After reaching an agreement on all other material terms of the Settlement, the parties agreed that Defendant would not oppose this request.

13. To date, Class Counsel have not been paid anything for efforts undertaken. Based on a review of applicable factors, Class Counsel believe the requested fee is reasonable and merits approval. Class Counsel accepted this case on a contingency fee basis, and thus assumed

significant risk in prosecuting this matter. Class Counsel have not been paid for the work performed in this matter, nor have they been reimbursed for money paid out in the course of the litigation. Given the obligations of prosecuting this case, along with the financial risk, we were compelled to forego opportunities to get involved in other cases during the pendency of this case.

14. Since the inception of this case over three years ago, Class Counsel have spent significant time and effort in prosecuting the class claims against Defendant.

15. While Class Counsel have reviewed the total number of hours spent in this action, precedent does not require us to do so. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards counsel for success and penalizes it for failure’”). The case has been actively litigated for over three years and involves two separate law firms and their legal support staff participating in the case.

16. The lawyers for Plaintiffs have spent a large amount of total time on this case. By way of example, I have looked closely at just the billable time for my firm in this matter. To date we have logged almost 900 attorney hours on this case. This includes only time from June 2020 through mid-August 2023. Additionally, Golomb Spirt Grunfeld, PC has logged almost 100 additional attorney hours on this case. Non-attorney staffs have also performed work at both firms.

17. My firm and Golomb Spirt Grunfeld, PC will continue to spend time on the case in 2023 in preparation for the final approval hearing in November 2023 and in 2024 overseeing the distribution of the funds to Class Members if the Settlement is approved. Based on the additional work to be done and the work of other lawyers and professionals, there is no doubt that if a lodestar analysis were to be performed for all of the lawyers that have spent time

representing the Class Representative and Plaintiffs in this case, our lodestar would easily exceed \$1,000,000 by the time the settlement administration is finally concluded. Thus our fee request is less than 2.0 times our lodestar, which is well within the range recognized in the Third Circuit. *See, e.g., In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 341 (3d Cir. 1998) (“multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied”); *Lan v. Ludrof*, 2008 WL 763763, at *26 (W.D. Pa. Mar. 21, 2008) (recognizing same).¹

18. Class Counsel are two small law firms with very busy practices, and each uses a discrete team of attorneys and staff in order to minimize the duplication of efforts and maximize billing judgment. All tasks were performed by attorneys and staff with knowledge of the case to avoid duplication and perform work as efficiently as possible. Based on the small size of the firms and limited resources available to them, we were required to forego other opportunities to properly prosecute this sizable undertaking.

19. Class Counsel are skilled litigators with collective experience in complex litigation and with specific experience in class actions and consumer cases against financial institutions and this Defendant specifically. *See* Joint Decl., ¶¶ 55-56. Both firms are highly qualified, with each firm having a proven track record of successful prosecution of significant complex litigation and class actions.

20. Class Counsel’s adversaries in this case are also experienced, skilled litigators. Defendant and its counsel vigorously advocated for their client and had the skill and resources to continue the litigation for many years into the future.

¹ As set forth in the Plaintiffs’ brief, Plaintiffs’ counsel will compile and produce a lodestar analysis if the Court requires.

21. In sum, and as more fully set forth in Plaintiffs' Memorandum of Law in Support, Class Counsel believe that the fee request here is reasonable given the benefit obtained for the Class, the risks and complexity of the litigation, and the significant effort expended by Class Counsel.

22. Class Counsel also seek reimbursement of out-of-pocket litigation costs and expenses of \$15,455.64.

23. The costs and expenses incurred are reflected on the books and records maintained by Class Counsel and are prepared from check records, credit card statements, and other source materials, and are an accurate record of the costs and expenses incurred or to be incurred for the upcoming Final Approval hearing. The out-of-pocket costs and expenses submitted herein were advanced by Plaintiffs' counsel with no guarantee of reimbursement, are reasonable in amount, and were necessarily incurred for the successful prosecution of this case and for the benefit of the Class.

24. Further, these are the types of costs normally charged to and paid by clients generally, and approved by courts.

25. The costs and expenses incurred are minimal given the recovery obtained for the Class, amounting to less than one half of one percent (0.00295%) of the \$4.9 million Settlement Amount.

26. Class Counsel request that the combined, un-reimbursed out-of-pocket litigation expenses of \$15,455.64 be approved by the Court.

27. On behalf of the Class Representative and Plaintiffs in this case, Class Counsel seek Service Awards based on their efforts in zealously prosecuting the case. The parties and

their counsel did not discuss the provisions regarding Service Awards until after the parties had already agreed upon the terms of the Settlement in principle.

28. Class Counsel seek Service Awards in the amount of \$8,000.00 for Judith Jimenez and \$5,000 each for Kathy Fogel and Stephanie Vil. Class Counsel request a slightly higher Service Award for Ms. Jimenez because she was the original named Plaintiff who performed services for a longer time than the others. It is likely this case would not have been filed without her initiative.

29. The amount of the Service Awards sought is reasonable on both a cumulative and an individual basis. In total, the \$18,000 requested amounts to less than one-half of one percent (0.00367% to be exact) of the Settlement Amount, which is well within reasonable bounds. *See Demaria v. Horizon Healthcare Servs., Inc.*, 2016 WL 6089713, at *1 (D.N.J. Oct. 18, 2016) (court awarded total service awards in the requested amount of \$135,000, equal to 1.2% of the settlement amount).

30. The Service Awards requested here are appropriate because the Class Representative and Plaintiffs undertook the following time-consuming and challenging tasks to assist Class Counsel and absent Class Members and ultimately achieved significant benefits for the Class:

- Discussing with Class Counsel what happened to them, the facts of the case, and how they were impacted in order to formulate theories of law in the case;
- Agreeing to have their name used in the caption of this case;
- Conferring regarding the language and claims made in the Complaint and amendments thereto;

- Meeting with Class Counsel on the phone to meet discovery demands, formulate discovery responses, and compile and produce responsive documents; and
- Reviewing and executing the lengthy Settlement Agreement.

Their diligent efforts assisted Class Counsel in reaching a favorable resolution to this litigation for the benefit of the Class.

31. Based on the above efforts, Service Awards in the amounts sought are reasonable.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed this 23rd day of August, 2023, at Atlanta, Georgia.

/s/ E. Adam Webb
E. Adam Webb