

**19th DISTRICT COURT,  
CITY OF GREELEY,  
COUNTY OF WELD,  
STATE OF COLORADO**

Court Address:  
901 9th Avenue,  
Greeley, Colorado 80631

DATE FILED: October 30, 2023 5:32 PM  
FILING ID: F4D928752434D  
CASE NUMBER: 2023CV30580

**Karen Alexander and Jared Gabelman, on behalf of themselves and all others similarly situated,**

**Plaintiffs,**

v.

**Salud Family Health, Inc.,  
Defendant.**

**ATTORNEYS FOR PLAINTIFFS:**

**Rick D. Bailey, Esq.**

Atty. Reg. #26554  
Law Office of Rick D. Bailey, Esq.  
1801 Broadway, Ste. 528  
Denver, CO 80202  
Phone: (720) 676-6023  
Email: rick@rickbaileylaw.com

**MASON LLP**

Gary E. Mason (pro hac vice forthcoming)  
Danielle L. Perry (pro hac vice forthcoming)  
Lisa A. White (pro hac vice forthcoming)  
5335 Wisconsin Ave., NW, Ste. 640  
Washington, DC 20015  
Phone: 202.640.1160  
Fax: 202.429.2294  
gmason@masonllp.com  
dperry@masonllp.com  
lwhite@masonllp.com

**SHUB & JOHNS LLP**

Jonathan Shub  
Benjamin F. Johns  
Samantha E. Holbrook\*  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400

Conshohocken, PA 19428  
T: (610) 477-8380  
bjohns@shublawyers.com  
jshub@shublawyers.com  
sholbrook@shublawyers.com

**DECLARATION OF DANIELLE L. PERRY IN SUPPORT OF PLAINTIFFS’  
MOTION FOR ATTORNEYS’ FEES, REIMBURSEMENT OF  
COSTS AND EXPENSES, AND SERVICE AWARDS**

I, Danielle L. Perry, hereby declare as follows:

1. I am a partner at the law firm Mason LLP (“MLLP”) which is headquartered in Washington, District of Columbia. I submit this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards. I have personal knowledge of the information contained herein and, if called as a witness, could and would testify competently thereto.

2. I have been licensed to practice law in California since 2013 and in the District of Columbia since 2016. I am also a member of the bars of numerous federal district courts and the U.S. Circuit Court for the Fifth Circuit, and have over a decade of litigation and class action experience. I have been admitted to practice *pro hac vice* in this matter.

3. I am among the Court appointed Settlement Class Counsel for Plaintiffs and the settlement class. A copy of my firm resume is attached as **Exhibit A**.

4. My firm has been diligent in and committed to investigating claims on behalf of the Class. Prior to commencing this litigation, Class Counsel diligently investigated potential legal claims (and potential defenses thereto) arising from Salud’s alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect sensitive protected health information (“PHI”) and personal identifying information (“PII”) (collectively, “Private Information”) of Plaintiffs and class members.

5. Over the course of this case, MLLP and its attorneys, have performed the

following work:

- Investigated the circumstances surrounding the Data Breach;
- Coordinated with local counsel to file Plaintiff Alexander's initial class action complaint;
- Coordinated between the counsel in the *Alexander* case (which was initially filed in state court and then removed) and counsel in the *Gabelman* case (which was filed in federal court);
- Stayed abreast of and analyzed reports, articles, and other public materials discussing the Data Breach and describing Salud's challenged conduct;
- Reviewed public statements from Salud concerning the Data Breach, including the contents of the breach notification letter sent to impacted class members;
- Researched Salud's corporate structure;
- Fielded numerous contacts from potential class members inquiring about this matter;
- Investigated the nature of the challenged conduct at issue here by interviewing potential clients who contacted us;
- Investigated the adequacy of the named Plaintiffs to represent the putative class;
- Drafted and filed an initial complaint against Salud in state court, and a consolidated complaint in this Court;
- Communicated internally amongst plaintiffs' counsel regarding the most efficient manner to organize this litigation, successfully engaging in private ordering and self-organizing leadership in this litigation;
- Analyzed information provided by Salud in pre-mediation discovery;
- Engaged in a full-day mediation session under the direction of the Honorable Wayne Andersen (ret.) and reached an agreement in principle to resolve the litigation;

- Attended a confirmatory discovery interview with the head of Salud's IT security department to, among other things, verify Salud's compliance with the Business Practice changes set forth in section 2.4 of the Settlement Agreement.
- Drafted Settlement Papers, Notices, and the Motion for Preliminary Approval of Class Action Settlement.
- Worked with the Settlement Administrator to finalize and issue notice;
- Review incoming claims reports and respond to inquiries from class members.

6. Following agreement on the material terms of the settlement, Class Counsel solicited and evaluated competing bids from multiple third-party administrators for settlement notice and administration. The Parties ultimately agreed to use Epiq Class Action and Claims Solutions, Inc. ("Epiq") as Settlement Administrator. Class Counsel crafted, negotiated, and meticulously refined the final Notice Program and each document comprising the notice, with the assistance of a class action notice expert, to ensure that the information disseminated to the Class Members is clear and concise.

7. The Parties agreed to the Defendant's payment and the values of attorneys' fees, litigation expenses, Service Awards, and Settlement Administration fees only after the Parties reached agreement on all other material terms of the Settlement.

8. At all times during settlement discussions, the negotiations were at arm's-length. Furthermore, it was always Class Counsel's primary goal to achieve the maximum substantive relief possible for the Settlement Class Members.

9. The requested Service Award in the amount of \$2,000 per Class Representative reflects the work the Class Representatives have performed in assisting Class Counsel with this litigation and their dedication to bringing this lawsuit on behalf of the Settlement Class.

10. Plaintiffs have ably represented the interests of all Class members. They have been actively engaged in this litigation and were essential to the success achieved. Among other things, they provided information to Class Counsel, gathered documents, reviewed pleadings, stayed updated about the litigation, and reviewed and approved the Settlement. The Settlement would not have been possible without the effort and commitment of the Plaintiffs, who sacrificed their time and put their name on the line for the sake of the Class. Their commitment is notable given the modest size of their personal financial stakes in the matter.

11. MLLP has committed appropriate, yet substantial, time and resources to organizing and working collaboratively toward the advancement of the litigation and will continue to do so.

12. From the inception of the case until October 27, 2023, timekeepers at MLLP billed the following on this matter:

<b>LODESTAR REPORT</b>				
<b>FIRM NAME: MASON LLP</b>				
<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>	<b>Time Spent</b>	<b>Total Billed</b>
Gary E. Mason	Partner	\$1050	12	\$12,600.00
Lisa White	Senior Attorney	\$850	33.4	\$28,390.00
Danielle L. Perry	Partner	\$750	42.4	\$34,650.00
Salena Chowdhury	Associate Attorney	\$425	12.5	\$5,312.50
			.5	
Taylor Heath	Paralegal	\$225	24.7	\$5,557.50
Jenni Suhr	Paralegal	\$225	6.7	\$1,507.50
Carol Corneilse	Client Specialist	\$150	.5	\$75.00
Catherine Sanders	Client Specialist	\$150	.7	\$105.00
<b>TOTAL</b>			<b>133.4</b>	<b>88,197.50</b>

13. From the inception of the case until October 25, 2023, MLLP recorded the following expenses on this matter:

<b>EXPENSES</b>	
<b>FIRM NAME: MASON LLP</b>	
<b>Category Name</b>	<b>Total Expenses per Category</b>
Court Fees	\$1,998.00
Mediation	\$7,618.75
<b>TOTALS:</b>	<b>\$9,616.75</b>

14. I am the partner primarily responsible for this matter. Accordingly, I oversaw and approved all of the billable time spent on this case at MLLP. MLLP has a total lodestar of \$88,197.50 as of the date of this declaration that has been billed to this case, which was calculated using timekeepers' current, standard billing rates. This billable work has primarily been devoted to investigating and drafting the consolidated complaint, participating in mediation and negotiating the settlement, drafting settlement papers and overseeing the settlement claims administration process. Class Counsel's work will continue on this case through the Final Approval Hearing, and will include drafting the final approval motion; monitoring claims and class member inquiries, preparing for and attending the Final Approval Hearing.

15. The rates MLLP charges are commensurate with hourly rates charged by contemporaries around the country, including those rates charged by lawyers with my level of experience who practice in the area of data breach class litigation across the nation. Prior to submitting the motion for attorneys' fees, costs and expenses, I compared and confirmed our hourly rate with lawyers at other law firms whose practice is focused on data breach class litigation. Moreover, I routinely survey hourly rates charged by lawyers around the country in

published surveys, and review continuously as part of my continuing education opinions rendered by courts on attorneys' fee requests.

16. The foregoing data and information was obtained from the records and accounts kept in the ordinary course of business at MLLP.

17. The work performed by MLLP in this case was reasonable and necessary to the prosecution and settlement of this case. Class Counsel conducted a significant factual investigation before commencing this action, and litigated this action diligently and vigorously after it was filed. Because of our comprehensive evaluation of the facts and law, Class Counsel was able to settle this case for a very substantial sum. Class Counsel provided Class Members with substantive and certain relief much sooner than would have otherwise been obtained if litigation of this matter had continued.

18. Class Counsel prosecuted this case on a contingent-fee basis with no guarantee of recovery. Each firm was forced to forgo other employment in order to devote the time necessary to pursue this litigation. Class Counsel advanced expenses with the understanding that we would be paid a fee and receive reimbursement for expenses only if successful and only if approved by the Court. The parties Class Counsel have not been paid for any of their time in this litigation or reimbursed for any of the expenses incurred in this matter.

19. As of the filing of this motion, the notice period has not yet expired, but the reaction to the Settlement is already positive. To date, there have been no objections to the Settlement, only two requests to be excluded, and class members have filed hundreds of claims.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 30th day of October, 2023 in Davidsonville, Maryland.

*Danielle J. Perry*

---

Danielle L. Perry