

# EXHIBIT 1

(Joint Declaration in Support of Plaintiffs'  
Motion for Attorneys' Fees, Litigation Expenses  
and Service Awards)

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8 [Additional counsel listed below]

9 *Class Counsel*

10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 KATHLEEN JORDAN, *et al.* individually  
13 and on behalf of all others similarly  
14 situated,

15 Plaintiffs,

16 v.

17 ABSOLUTE DENTAL GROUP, LLC, and  
18 JUDGE CONSULTING, INC.,

19 Defendants.

Case No. 2:25-cv-00986-JAD-DJA

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

20 We, Andrew W. Ferich of Ahdoot & Wolfson, PC (“AW”), Andrew E. Mize of Stranch,  
21 Jennings & Garvey PLLC (“SJG”), Jessica A. Wilkes of Federman & Sherwood (“F&S”), Mariya  
22 Weekes of Milberg PLLC (“Milberg”), and Nickolas J. Hagman of Cafferty Clobes Meriwether &  
23 Sprengel LLP (“CCMS”), as Class Counsel for Plaintiffs,<sup>1</sup> declare as follows:

24 1. Class Counsel submit this Joint Declaration in support of Plaintiffs’ Motion for  
25 Attorneys’ Fees, Litigation Expenses, and Service Awards, filed contemporaneously herewith. We  
26 make the following declaration based upon our personal knowledge, with the exception that we do  
27 not have personal knowledge of the time and expenses incurred by one another’s respective firms  
28 in litigating this case.

<sup>1</sup> Unless otherwise indicated, all capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement. *See* ECF No. 77-2.



1 and March 5, 2025. The Data Incident compromised the sensitive Personal Information of  
2 approximately 1,214,586 individuals, which is the deduplicated Class population.

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

7 9. Over the course of this case, our firms worked collaboratively and efficiently to  
8 advance the litigation on behalf of Plaintiffs and the Class. Prior to reaching the Settlement, Class  
9 Counsel: (a) investigated the Data Incident; (b) interviewed witnesses and Class Members;  
10 (c) prepared informal discovery requests and negotiated discovery with Absolute Dental's  
11 Counsel; (d) worked with the Plaintiffs, other plaintiffs' counsel, and Class Members to determine  
12 relevant damages arising from the Data Incident; (e) analyzed Defendant's statutory, regulatory,  
13 ethical and common-law duties to securely maintain Class Members' Personal Information;  
14 (f) researched Defendant's defenses and affirmative defenses, including Defendant's potential  
15 success for future motions (e.g., a motion to dismiss, opposition to class certification, motion for  
16 summary judgment); and (g) engaged in long and tedious arm's-length negotiations.

17 10. After filing the initial complaints, Class Counsel continued investigating (and  
18 continues to investigate) the claims in the Action, vetting potential lead plaintiffs, and conducting  
19 meaningful discussions with Absolute Dental's Counsel. Due to Class Counsel's efforts and  
20 vigilance, Plaintiffs obtained significant informal discovery early in this case. Class Counsel  
21 continued to prosecute this case, incurring substantial time and expenses, before and after the Parties  
22 agreed to mediation.

23 11. Following appointment of interim co-lead counsel, the Parties began discussing  
24 early resolution of this litigation and, on October 29, 2025, participated in a remote, all-day  
25 mediation session with experienced data breach litigation mediator Bennett G. Picker of Stradley  
26 Ronon Stevens & Young LLP.

27 12. Prior to mediation, the Parties exchanged informal discovery related to liability and  
28 damages, including, but not limited to, details concerning the Data Incident, the number of

1 individuals impacted by the Data Incident, the categories of Personal Information involved, and  
2 information as to applicable insurance. This information enabled the Parties to conduct informed  
3 and meaningful negotiations to the end of amicably resolving this action. To adequately prepare  
4 for mediation, Class Counsel spent weeks researching the factual and legal issues in this case and  
5 preparing a lengthy and informative mediation statement to educate the mediator about the case and  
6 Plaintiffs' settlement position.

7 13. Through settlement negotiations and settlement-related discovery, Class Counsel  
8 were able to confirm the class size and composition, determine the data sets and types of data  
9 potentially compromised in the Data Breach, consider how the Data Incident took place and the  
10 business practice changes including remedial measures and updates by Defendant to its  
11 cybersecurity, and evaluate the available insurance coverage and Defendant's financial means.

12 14. The mediation was hard-fought and productive. With the assistance of the mediator,  
13 Mr. Picker, the Parties reached an agreement in principle to settle the matter as to Absolute Dental  
14 only (and not as to defendant JCI, who did not participate in mediation).

15 15. After reaching an agreement in principle, and throughout the course of the Parties'  
16 negotiation of the terms of the Settlement Agreement, Class Counsel and Absolute Dental's  
17 Counsel participated in numerous phone conferences and email exchanges to reach the final terms  
18 of the comprehensive Settlement Agreement, which includes a \$3,300,000 non-reversionary  
19 common fund as well as injunctive relief in the form of substantial business practices changes to  
20 Absolute Dental's data security practices and procedures that will cost Absolute Dental  
21 approximately \$1.26 million to implement and maintain, which will be paid separate from the  
22 common fund created through the Settlement.

23 16. Attorneys' fees and expenses were not negotiated (or even discussed) as part of the  
24 mediation; instead, the Parties and the mediator focused on negotiating only the common fund  
25 amount and other benefits during the mediation. Through these protracted settlement discussions,  
26 we were able to evaluate the strengths and weaknesses of the case and evaluate damages on a  
27 potential class-wide basis.

1 17. While negotiating the final Settlement Agreement, Class Counsel solicited  
2 competitive bids for settlement administration before ultimately selecting the Settlement  
3 Administrator, Epiq. Class Counsel worked with Absolute Dental and Epiq to negotiate and  
4 finalize the Settlement and Notice Plan and other associated notice documents to comply with all  
5 governing laws and to the benefit of the Class. Class Counsel worked to ensure that the Notice  
6 Plan provided the best Notice possible to the Class.

7 18. After all settlement negotiations and documents were finalized, Class Counsel  
8 submitted the Settlement Agreement and a motion for preliminary approval to the Court, which  
9 this Court granted on March 6, 2026. ECF Nos. 92-93. Thereafter, Class Counsel dedicated our  
10 efforts toward disseminating Notice, administering the Settlement, and preparing to submit tthis  
11 motion as well as the forthcoming motion for final approval.

12 19. Class Counsels' efforts following the Preliminary Approval Order have been a  
13 success. While the Claims Deadline is June 18, 2026, as of May 22 2026, 10,494 claims have been  
14 submitted, and we expect many additional claims will be filed before the Claims Deadline.

15 20. Moreover, although the June 9, 2026 Objection Deadline has not yet passed, to date,  
16 Class Counsel and the Settlement Administrator are aware of no objections having been filed. This  
17 is not for lack of information or interest in the Settlement: Class Members received the Court-  
18 approved Notices indicating that Class Counsel would seek attorneys' fees, expenses, and Service  
19 Awards, and were also informed about what they could do if they disagreed. Further, although the  
20 Opt-Out Period remains open until June 9, 2026, to date only eight Class Members have submitted  
21 Requests for Exclusion from the Settlement, further indicating the quality of the Settlement.

22 21. Per the Settlement Administrator, based upon the claims rate to date, we are  
23 informed and thus believe that each Class Member who elects the *pro rata* Cash Fund Payment  
24 will receive approximately \$90. This is an estimate based on claims received to date. The actual  
25 amount of these payments will be determined once all claims have been processed.

26 22. Class Counsel continue to serve the Class Members and protect the best interests  
27 of the Class, as we continue fielding calls and emails from Class Members with questions about  
28 the Settlement and requests to discuss the Settlement. Class Counsel continue to work diligently

1 to ensure that Class Members’ questions and concerns are resolved to the best of our ability and  
2 continue to work with the Settlement Administrator to do so. We will do so through and following  
3 final settlement approval.

4 23. This Action, like data breach class actions generally, presented difficult challenges  
5 that required exceptional lawyering. Data breach cases are especially risky, expensive, and  
6 complex because data breach law is constantly evolving and there are numerous hurdles that  
7 Plaintiffs must overcome, including class certification and summary judgment. Further, this Action  
8 involves novel issues, which we investigated and vetted at length outside of the Court, and which  
9 we continue developing and refining through litigation as this Action proceeds against the  
10 remaining defendant, JCI.

11 24. Although Plaintiffs and Class Counsel believe their claims could ultimately prevail  
12 on the merits, they are also aware of the time and expense that would have been required to  
13 prosecute this Action through summary judgment, trial, and any subsequent appeals, as well as the  
14 difficulties and delays inherent to the litigation and claims processes.

15 25. Moreover, Class Counsel is cognizant of the fact that Absolute Dental’s Counsel, a  
16 well known international law firm, stood ready to pursue numerous avenues of legal and factual  
17 attacks against the Plaintiffs and the claims, including an eventual motion to dismiss, an opposition  
18 to any future motion for class certification, and a motion for summary judgment, all while delaying  
19 relief to the Class Members. Thus, continued litigation poses significant risks, including the  
20 possibility that Plaintiffs’ future motion for class certification could be denied, or reversed on  
21 appeal, leaving Plaintiffs with a narrowed class or no class at all, potentially depriving the Class  
22 of any recovery whatsoever or significantly reducing the value of any subsequent settlement.  
23 Further, Class Counsel is also aware of the risks of bringing any case to trial, including the  
24 possibility that the jury fails to return a unanimous verdict in Plaintiffs’ favor.

25 26. Nonetheless, in the face of formidable opposition, the complexity and uniquely  
26 challenging nature of this particular data breach case, the responsibility and risk undertaken, and  
27 the difficulty in proving liability and damages, we were able to develop a case that was sufficiently  
28

1 strong so as to persuade Absolute Dental to agree to a comprehensive settlement that provides for  
 2 significant monetary benefits and valuable injunctive relief.

3 27. Despite the inherently risky nature of data breach cases such as this, all the work  
 4 performed by our firms in this case has been done on a contingent fee basis, and all the litigation  
 5 costs were advanced by Class Counsel, with no guarantee of recovery. Indeed, in some cases, Class  
 6 Counsel have expended many hours and received no compensation given the outcome of the case.

7 **CLASS COUNSEL’S REASONABLE LODESTAR AND EXPENSES**

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

10 29. To date, Class Counsel committed a combined 725 hours for a lodestar total of  
 11 \$574,769.74 prosecuting this matter for Plaintiffs and the Class. The hourly rates of Class Counsel  
 12 and their firms are customary and consistent with those utilized for lodestar cross-check purposes.

13 30. The timekeepers at our law firms billed the following from the inception of this  
 14 case through May 21, 2026. Each Class Counsel, alone, avers to the charts below relating to their  
 15 respective firm and its lodestar and expense summaries:

16

AHDoot & Wolfson, PC – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
Andrew W. Ferich	Partner	\$950	85.5	\$ 81,225.00
Alyssa Brown	Associate	\$850	35.7	\$ 30,345.00
Brian Devall	Associate	\$550	16.5	\$ 9,075.00
Heidi Liivamagi	Paralegal	\$480	12.2	\$ 5,856.00
Carlos Armijo	Paralegal	\$480	41.5	\$ 19,920.00
<b>TOTAL:</b>			<b>191.4</b>	<b>\$146,421.00</b>

17

Stranch, Jennings & Garvey – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
J. Gerard Stranch, IV	Managing Partner	\$1,525.00	11.7	\$17,842.50
Grayson Wells	Partner	\$1,000.00	24.3	\$24,300.00
Andrew E. Mize	Sr. Associate	\$815.06	34.2	\$27,875.05
Nathan Ring	Counsel	\$850.20	11.7	\$9,947.34
Gregory Mullens	Counsel	\$940.00	8.1	\$7,614.00

1	Miles McDowell	Associate	\$725.00	4.3	\$3,117.50
	John Roberts	Associate	\$621.00	0.1	\$62.10
2	Bradley Combs	Associate	\$650.00	6.4	\$4,160.00
	Miles Schiller	Associate	\$515.00	5.3	\$2,729.50
3	Sam Douthit	Associate	\$500.00	1.6	\$800.00
	Misty Johnson	Legal Assistant	\$388.12	0.7	\$271.68
4	Michelle Wade	Paralegal	\$388.12	26.3	\$10,207.56
	Ryan Rayburn	Paralegal	\$388.12	4.8	\$1,862.98
5	Ryan Hall	Paralegal	\$388.12	0.3	\$116.44
	Jennifer Roy	Sr. Paralegal	\$395.00	8	\$3,160.00
6	<b>TOTAL:</b>			<b>147.8</b>	<b>\$114,066.64</b>

**FEDERMAN & SHERWOOD – LODESTAR REPORT**

10	NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
11	William B. Federman	Managing Partner	\$1,250.00	55.7	\$ 69,625.00
	Jessica Wilkes	Attorney	\$675.00	40.6	\$ 27,405.00
12	Jonathan Herrera	Attorney	\$650.00	5.6	\$ 3,640.00
	Anushe Zebal	Attorney	\$650.00	5.8	\$ 3,770.00
13	Kennedy Brian	Attorney	\$650.00	14.4	\$ 9,360.00
	Ryan Myers	Attorney	\$625.00	4.0	\$ 2,500.00
14	Emily Davis	Summer Associate	\$400.00	6.3	\$ 2,520.00
	Tashia Poore	Paralegal	\$350.00	0.2	\$ 70.00
15	Tiffany Peintner	Paralegal	\$350.00	12.4	\$ 4,340.00
	Frandelind Traylor	Law Clerk	\$350.00	4.0	\$ 1,400.00
16	<b>TOTAL:</b>			<b>149.0</b>	<b>\$124,630.00</b>

**MILBERG PLLC – LODESTAR REPORT**

19	NAME	TITLE	HOURLY RATE	TOTAL HOURS	LODESTAR
20	David Lietz	Senior Partner	\$1,227.00	1.8	\$2,208.60
21	Gary Klinger	Senior Partner	\$1,019.00	14	\$14,266.00
22	Mariya Weekes	Partner	\$1,019.00	37.00	\$37,703.00
	Heather Lopez	Associate	\$508.00	16.2	\$8,229.60
23	Mark Svenson	Associate	\$625.00	4.3	\$2,687.50
	Michelle Benvenuto	Paralegal	\$277.00	.1	\$27.70
24	Kendal McLaughlin	Paralegal	\$277.00	6.8	\$1,883.60
	Ashley Tyrrell	Paralegal	\$277.00	6.4	\$1,772.80
25	Heather Sheflin	Paralegal	\$277.00	2.5	\$692.50
	Sandra Passanisi	Paralegal	\$277.00	.4	\$110.80
26	<b>TOTAL:</b>			<b>89.5</b>	<b>\$69,582.10</b>

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP – LODESTAR REPORT				
NAME	TITLE	HOURLY RATE	HOURS	LODESTAR
Daniel Herrera	Partner	1300	12.9	\$16,770.00
Nickolas Hagman	Partner	1100	38.9	\$42,790.00
Chris Dolotosky	Associate	900	20.5	\$18,850.00
Henry Melville	Associate	725	8.6	\$ 6,235.00
Krishna Motta	Associate	600	27.5	\$16,500.00
Sharon Nyland	Paralegal	500	8.7	\$ 4,350.00
Kelly McDonald	Paralegal	500	9.6	\$ 4,800.00
Sophia Fifer	Paralegal	500	15.6	\$ 7,800.00
Lauren Nichols	Paralegal	475	5	\$ 2,375.00
<b>TOTAL:</b>			<b>147.30</b>	<b>\$120,070.00</b>

31. This time was kept contemporaneously with work as it was performed on the case. Based on our experience in similar cases, we, as Class Counsel, opine that this time was reasonable and necessary to the prosecution and resolution of a case of this type. Class Counsel's hourly rates are reasonable as they are in line with the hourly rates approved by Nevada and California federal courts in other class action settlements. *See, e.g., Anaya, et al. v. Cencora, Inc., et al.*, No. 2:24-cv-02961 (E.D. Pa. Feb. 11, 2026), ECF No. 140 (granting fee award of 1/3 of a \$40 million common fund in a medical information data breach settlement, and approving Mr. Ferich's and other AW lawyers' hourly rates); *Bianucci, et al. v. Rite Aid Corp.*, No. 24-3356 (E.D. Pa. July 30, 2025) (approving Mr. Ferich's and other AW lawyers' hourly rates); *Harbour v. California Health & Wellness Plan*, No. 21-cv-03322-EJD, 2024 WL 171192, at \*8 (N.D. Cal. Jan. 16, 2024) (approving AW's then-current rates); *Barrett et al. v. Apple, Inc.*, No. 5:20-cv-04812-EJD (N.D. Cal.) ECF 296, pp.4-5 (approving CCMS' and co-counsel's hourly rates); *In re TikTok Consumer Privacy Litig.*, No. 20-cv-4699 (N.D. Ill.), ECF No. 261, pp. 71-72 (same); *Owens et al. v. MGM Resorts International*, No. 2:23-cv-01480-GMN, Dkt. 98; 2025 WL 4067198 (D. Nev. June 18, 2025) (approving Milberg's and co-counsel's hourly rates); *In re Yale New Haven Health Services Corp. Data Breach Litig.*, No. 3:25-cv-00609-SRU, ECF No. 81 (D. Conn. Mar. 4, 2026) (granting final approval of health breach settlement and approving Milberg and F&S attorney rates).

32. To date, Class Counsel collectively incurred \$16,228.33 in expenses directly related to and necessary for the prosecution of this matter. These expenses are all of the types 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.

33. Moreover, these figures do not include the time we anticipate spending preparing for and attending the Final Approval Hearing, overseeing the claims review and distribution process, and assisting Class Members until every last check is cashed, which could be 100 additional hours or more.

34. From the inception of this case through May 21, 2026, our firms have incurred the following litigation expenses:

<b>AHDOOT &amp; WOLFSON, PC – FIRM EXPENSES</b>	
<b>CATEGORY NAME</b>	<b>TOTAL EXPENSES PER CATEGORY</b>
Electronic Research	\$ 57.70
Mediation	\$ 2,400.00
Professional Legal Services	\$ 170.00
Postage	\$ 41.60
Travel, Meals, and Related Expenses	\$ 38.05
<b>TOTAL:</b>	<b>\$ 2,707.35</b>

<b>STRANCH, JENNINGS &amp; GARVEY – FIRM EXPENSES</b>	
<b>CATEGORY NAME</b>	<b>TOTAL EXPENSES PER CATEGORY</b>
Electronic Research	\$ 50.00
Filing Fees	\$ 406.20
Mediation	\$ 2,400.00
<b>TOTAL:</b>	<b>\$ 2,856.20</b>

<b>FEDERMAN &amp; SHERWOOD – FIRM EXPENSES</b>	
<b>CATEGORY NAME</b>	<b>TOTAL EXPENSES PER CATEGORY</b>
Airfare	\$ 1,099.02
Filing Fees/ Copies	\$ 17.00
Travel and Related Expenses (Lyft, Uber, Wifi)	\$ 155.24
Hotel	\$ 869.44
Service of Process	\$ 166.60
Meals	\$ 13.03
Mediation	\$ 2,400.00
Pacer	\$ 8.94
Westlaw	\$ 275.43
<b>TOTAL:</b>	<b>\$ 5,004.70</b>

<b>MILBERG PLLC – FIRM EXPENSES</b>	
<b>CATEGORY NAME</b>	<b>TOTAL EXPENSES PER CATEGORY</b>
Electronic Research	\$ 5.20
Mediation	\$ 2,400.00
	\$
<b>TOTAL:</b>	<b>\$ 2,405.20</b>

<b>CAFFERTY CLOBES MERIWETHER &amp; SPRENGEL LLP – FIRM EXPENSES</b>	
<b>CATEGORY NAME</b>	<b>TOTAL EXPENSES PER CATEGORY</b>
Electronic Research	\$ 839.83
Mediation Fee	\$ 2,400.00
Professional Legal Services	\$ 12.00
Certificate of Good Standing	\$ 3.05
<b>TOTAL:</b>	<b>\$ 3,254.88</b>

35. The above expenses were necessary for the effective prosecution of the case and are of the type ordinarily billed by attorneys to paying clients in the marketplace. These amounts were advanced by Class Counsel with no guarantee that they would be reimbursed. Detailed records of our time and expenses are reflected in the books and records of our firms and are available to the Court *in camera* upon request.

**THE CLASS REPRESENTATIVE SERVICE AWARDS**

36. The proposed Class Representatives have actively participated in this case. They participated in lengthy interviews with Class Counsel, provided relevant documents and information, diligently monitored the progress of the litigation, reviewed drafts of important pleadings, and have remained vigilant in ensuring that Class Counsel stayed up to date on all claims and updated damages.

37. Class Representatives each reviewed and approved the settlement demand, final settlement amount, and Settlement Agreement, and spent substantial time and effort protecting the interests of the Class, including collecting documents and materials in support of their claims.

38. 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.

39. Accordingly, Service Awards of \$2,500 to each of the five Class Representatives (\$12,500 in total) are reasonable given the efforts of each Class Representative on behalf of the Class in this matter.

40. Class Counsel are some of the most experienced data privacy litigators in the country. Attached as **Exhibits A-E** to this declaration are Class Counsel’s respective firm resumes.

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

Executed this 26th day of May, 2026, in Radnor, Pennsylvania.

/s/ Andrew W. Ferich  
Andrew W. Ferich (admitted *pro hac vice*)  
**AHDOOT & WOLFSON, P.C.**

Executed this 26th day of May, 2026, in Nashville, Tennessee.

/s/ Andrew E. Mize  
Andrew E. Mize (admitted *pro hac vice*)  
**STRANCH, JENNINGS & GARVEY  
PLLC**

1 Executed this 26th day of May, 2026, in Gainesville, Florida.

2  
3 /s/ Jessica A. Wilkes  
4 Jessica A. Wilkes (admitted *pro hac vice*)  
5 **FEDERMAN & SHERWOOD**

6 Executed this 26th day of May, 2026, in Miami, Florida.

7 /s/ Mariya Weekes  
8 Mariya Weekes (admitted *pro hac vice*)  
9 **MILBERG PLLC**

10 Executed this 26th day of May, 2026, in Chicago, Illinois.

11 /s/ Nickolas J. Hagman  
12 Nickolas J. Hagman (admitted *pro hac vice*)  
13 **CAFFERTY CLOBES MERIWETHER**  
14 **& SPRENGEL LLP**