

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

STEPHANIE HOOVER, RONALD
BAILEY, DENA KIGER, JOSE KIGER,
and JAMES HALL, *individually and on
behalf of all others similarly situated,*

Plaintiffs,

v.

CAMPING WORLD GROUP, LLC,
GOOD SAM ENTERPRISES, LLC, CWI,
INC., and CAMPING WORLD
HOLDINGS, INC.

Defendants.

Case No. 2023LA000372

**DECLARATION OF RAINA BORRELLI IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

I, Raina Borrelli, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am an attorney at Turke & Strauss LLP, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration. I am submitting this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Expenses, and Service Awards.

2. Plaintiffs and Class Counsel recognize that despite our belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity (including extensive motion practice, assembling evidence and witnesses from Illinois and beyond) of protracted litigation would be substantial and the outcome of trial uncertain.

3. Plaintiffs and Class Counsel are also mindful that absent a settlement, the success of Defendants' various defenses in this case could deprive Plaintiffs and Class Members of any potential relief. Defendants are represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiffs and Class Counsel are also aware that Defendants would have continued to challenge liability, which if successful, could have resulted in Plaintiffs and Class Members receiving no payment or relief whatsoever. Looking beyond trial, Plaintiffs are also keenly aware that Defendants could appeal the merits of any adverse decision, and that in light of the statutory damages in play it would argue – in both the trial and appellate courts – for a reduction of damages based on due process concerns.

4. Plaintiffs and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate, and well within the range of approval.

The Work of Class Counsel

5. Prior to the initiation of the Actions, Class Counsel conducted extensive investigations into the Data Incident to understand Defendants' business, their relationship with Settlement Class Members, the facts concerning the Data Incident, and Defendants' response to the Data Incident. Class Counsel analyzed Defendants' notices to determine the extent to which Defendant complied with applicable notice requirements. Class Counsel conducted legal research and prepared complaints asserting a number of theories of liability, including the four causes of action that ultimately were asserted in the Complaint.

6. Class Counsel quickly and efficiently coordinated their efforts to streamline the litigation, by filing motions as appropriate to place the cases before this Court as related actions,

without significant contested procedural motion practice. Each Class Counsel agreed to conduct a mediation with Defendants before the Honorable Wayne Andersen (Ret.) of JAMS. Prior to the mediation, Defendants provided informal discovery to Class Counsel, including information regarding the cause, length, information exposed, scope of the Data Incident, and the number of individuals affected. Class Counsel carefully reviewed the materials, and as a result, Class Counsel were well-informed prior to engaging in mediation.

7. The Parties held the mediation in March 2023. There, the Parties agreed to the material terms of a Settlement, desiring to resolve any claims related to the Security Incident rather than continue litigating the matter. Over the ensuing months, the Parties continued negotiating the finer points of the Settlement Agreement, drafting the Settlement Agreement, Notice, Claim Forms, and the motion for preliminary approval.

8. The Settlement was reached only after arm's-length negotiations between counsel for the Parties.

9. After the hearing on Plaintiffs' Motion for Preliminary Approval, during which the Court raised issues that it asked the Parties to address, the Parties met and conferred and revised the proposed class notices in response to the issues raised by the Court.

10. Because of Class Counsel's considerable efforts to achieve the excellent benefits of the Settlement amicably, they were able to avoid contested motion practice and save the Parties and Court time and expenses, all of which redounds to the benefit of the Settlement Class Members.

Background and Experience of Raina Borrelli

11. I am an attorney with extensive experience representing plaintiffs in class action litigation. I have particular expertise in handling class actions, such as the present case, arising out of a data breach involving consumers' personally identifiable information. I refer the Court to the

Turke & Strauss Firm Resume, which is attached hereto as Exhibit A, and details my background and qualifications.

12. Additionally, the other Class Counsel appointed by the Court (Gary Klinger, Nicholas Migliaccio, and Ryan Maxey) are similarly qualified and experienced. *See* Firm Resumes Attached as Exhibits B, C, and D.

Risks Involved

13. Class Counsel undertook this case on a contingent-fee basis, assuming significant risk that the case would yield no recovery and would leave our firms uncompensated. From the outset of this matter, Class Counsel has not been compensated for any time spent representing Plaintiffs or Class Members in the litigation. Class Counsel have paid the unreimbursed expenses out of their own pockets with no assurance of recovery.

14. This case presented substantial risk and uncertainties that could have prevented any recovery whatsoever. Despite the most vigorous and competent of efforts, success in this contingent-fee litigation was never assured.

15. Class Counsel has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise would have taken on.

16. Additionally, to date Class Counsel has incurred expenses necessary to effectively prosecute this litigation. Class Counsel undertook these expenses without any guarantee of reimbursement. Class Counsel's willingness to prosecute this action on a contingent fee basis and to advance costs diverted time and resources expended on this action from other cases.

17. In addition to the work Class Counsel has performed thus far, I anticipate that Class Counsel will expend a substantial amount of additional time in the future performing work in

connection with the final fairness hearing, coordinating with the Settlement Administrator, monitoring settlement administration, and responding to Settlement Class Member inquiries before this litigation and the settlement administration and distribution process comes to an end.

18. Among national consumer protection class action litigation, data breach cases are some of the most complex. Data breach litigation is a relatively new area of the law and many of the legal issues encountered in such cases are novel and, as a result, data breach cases present a significant risk to plaintiffs' attorneys. *See, generally* Timothy H. Madden, Data Breach Class Action Litigation—A Tough Road for Plaintiffs, BOSTON BAR J., Fall 2011, at 27; Matthew J. Schwartz, Why so Many Data Breach Lawsuits Fail, Bank Info Security, 05/11/2015, <https://www.bankinfosecurity.com/data-breach-lawsuits-fail-a-8213> (last visited May 31, 2023).

19. As a result of our efforts in the face of substantial risks, Class Counsel achieved a significant recovery for the benefit of the Settlement Class.

The Requested Service Awards are Reasonable

20. Plaintiffs have been instrumental in their role as Class Representatives. Plaintiffs consulted with Class Counsel, assisted in initiating the Actions, and reviewed the complaints before they were filed. They also reviewed the Complaint and other pleadings. Class Counsel reviewed and discussed the pleadings with Plaintiffs. Additionally, Plaintiffs and Class Counsel discussed the status of the case, and the terms of the Settlement as it was being negotiated, and Plaintiffs reviewed and approved the Settlement Agreement. Plaintiffs were committed to this litigation, and were prepared to participate in further discovery, sit for depositions, and testify at trial.

21. I am of the opinion that Plaintiffs' active involvement in this case was critical to its ultimate resolution. Plaintiffs took their role as class representatives seriously, devoting significant

amounts of time and effort to protecting the interests of the class. Without Plaintiffs' willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

22. Plaintiffs equipped Class Counsel with critical details regarding their experiences with Defendants and assisting Class Counsel in investigating their claims, providing supporting documentation, aiding in drafting the Complaint, and preparing to participate in discovery. Plaintiffs were also prepared to testify at deposition and trial, if necessary. Plaintiffs stayed informed of the status of the Action and Plaintiffs were actively consulted during the settlement process.

23. In short, Plaintiffs assisted Class Counsel in pursuing this action on behalf of the class, and Plaintiffs' involvement in this case has been nothing short of essential.

The Requested Attorneys' Fees and Costs are Reasonable

24. Because Plaintiffs brought forth a common-fund class action matter, Class Counsel may petition the Court "for the reasonable value of those services which benefited the class." *Baksinski v. Northwestern Univ.*, 231 Ill. App. 3d 7, 13-14 (1st Dist. 1992). To ascertain the reasonable value of legal services, Illinois courts use the percentage fee approach. *See Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995).

25. Courts recognize that 33 1/3% to 40% (including the cost of litigation) is the customary contingency fee range for comparable commercial litigation. *See Retsky Family Ltd. P'ship*, 2001 WL 1568856, at *4 (N.D. Ill. 2001).

26. Class Counsel billed 323.45 hours to-date in this matter, which allowed them to obtain significant relief for the named Plaintiffs and other Class Members despite the inherent risks of data breach class action litigation.

27. Their collective lodestar is \$202,726.66, to-date.

28. The requested attorneys' fees are 35% of the Settlement Fund, or \$227,500, and is therefore firmly within the typical contingency fee range. Thus, Plaintiffs' attorneys' fee request reflects a modest multiplier of 1.12.

29. Furthermore, the Parties agree that Plaintiffs may recover up to \$50,000 in costs and expenses.

30. Plaintiffs seek reimbursement of \$13,286.04 in litigation costs and expenses, an amount that is well within the aforesaid limit. These expenses were incurred for items including mediation fees, filing fees, service fees, pro hac fees, and mailing fees.

31. Considering the amount of work required to obtain this favorable settlement, the request for attorneys' fees and corresponding costs is reasonable and should be granted.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed this 13th day of February 2024.

/s Raina C. Borrelli
Raina C. Borrelli

CERTIFICATE OF SERVICE

I hereby certify that on February 13, 2024, a copy of the foregoing was filed electronically via Odyssey eFileIL. Notice of this filing will be sent by email to counsel of record by operation of the court's electronic filing system.

TURKE & STRAUSS LLP

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