IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

JERRY W. RAY, on Behalf of Himself and Others Similarly Situated, Plaintiff, v. ADAPTHEALTH CORP., Defendant.	Case No: 1:22-cv-00898-TDS-JGM

PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEY FEES AND EXPENSES

Plaintiff Jerry W. Ray, on behalf of himself and others similarly situated, pursuant to Section 5 of the Class Action Settlement Agreement[1] (Doc. 131) and the Court's Amended Order of Preliminary Approval of Class Action Settlement (Doc. 140), respectfully moves for an Order awarding Class Counsel their reasonable attorney fees and expenses incurred through the Class Action Settlement Agreement's execution.

As explained in more detail in the accompanying brief, the Court should award Class Counsel one third of the Settlement Amount, i.e., $4,770,500, as their reasonable attorney fees and $427,271.71 as their reasonable expenses, consistent with the February 21, 2023, Contingent Fee Engagement for Class Action between Plaintiff and Class Counsel. Class Counsel have dedicated more than 6,000 hours, at considerable risk and expense, to vigorously litigating this complex, novel case against Defendant over the last four years. As a result of Class Counsel's tireless efforts, Plaintiff, on behalf of the

[1] Capitalized terms not otherwise defined herein are defined in the Settlement Agreement.

Settlement Classes, has reached a just settlement with Defendant of $14,311,500, which entitles each member of Settlement Class A to $3,500 and each member of Settlement Class C to $47. This relief exceeds the amounts obtained in many similar class actions and, considering Defendant's ability and willingness to litigate this case, together with its viable defenses, it is in Plaintiff's and the Settlement Classes' best interests. The fees and expenses Plaintiff seeks are typical of those awarded in similar cases. Defendant AdaptHealth Corp. does not oppose this motion. (*See* Doc. 131, p. 20 § 5.3.)

For these reasons, the Court should grant this motion and award Class Counsel $4,770,500 in attorney fees and $427,271.71 in expenses, i.e., $5,197,771.71 in total.

Respectfully submitted, this 12th day of November 2026.

KILPATRICK TOWNSEND & STOCKTON LLP

/s/ Chad D. Hansen
Richard J. Keshian (N.C. Bar No. 10681)
Chad D. Hansen (N.C. Bar No. 32713)
1001 West Fourth Street
Winston-Salem, NC 27101
Telephone: (336) 607-7300
Facsimile: (336) 607-7500
rkeshian@ktslaw.com
chadhansen@ktslaw.com

Counsel for Plaintiff Jerry W. Ray and the Settlement Classes

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date I electronically filed the foregoing motion using CM/ECF, which will notify all counsel of record.

This 12th day of November 2026

/s/ Chad D. Hansen
Chad D. Hansen

Counsel for Plaintiff Jerry W. Ray and the Settlement Classes

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DECLARATION OF CHAD D. HANSEN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEY FEES AND EXPENSES

I, Chad D. Hansen, hereby declare and state as follows:

1. I am over the age of 21 and am fully competent to testify about the facts set forth in this declaration, which are based upon my personal knowledge and experience and/or a review of the business records of Kilpatrick Townsend & Stockton, LLP ("Kilpatrick").

2. I am a litigation partner at Kilpatrick, and I work out of its offices in Winston-Salem and Raleigh, North Carolina.

3. I have been a lawyer at Kilpatrick for more than 20 years.

4. Based on my role with Kilpatrick, and my review of its business records, I have knowledge of Kilpatrick's representation of plaintiffs and defendants in class action

litigation across the United States, as well as of the experience of the other Kilpatrick attorneys representing Mr. Ray and the Settlement Classes.[1]

5. Additionally, having been an integral part of Mr. Ray's legal team since the inception of this suit, I have extensive knowledge of Kilpatrick's efforts on his behalf, as well as its efforts to obtain and review the information from AdaptHealth Corp. ("AdaptHealth") that was necessary to identify the members of the Settlement Classes and prove their claims and of the negotiations between the parties that resulted in the Settlement Agreement.

6. I submit this declaration in support of Plaintiff's Unopposed Motion for Attorney Fees and Expenses.

Kilpatrick's Class Action Experience

7. Kilpatrick, an international law firm with approximately 700 attorneys and 22 offices, provides innovative and comprehensive legal services to meet client needs around the globe. Kilpatrick has a class action defense team in which approximately 25 lawyers engage in a nationwide class action defense practice. It is part of the firm's Complex Commercial Litigation Team. The class action defense team represents some of the largest corporations throughout the United States in federal court, state court, and arbitration proceedings. The firm's practice encompasses all aspects of effective class action defense—from the implementation of risk management strategies before a class action has been filed through creative and aggressive litigation strategies. The firm is

[1] Capitalized terms not otherwise defined herein are defined in the Settlement Agreement.

ranked National Tier 1 for both Mass Tort Litigation / Class Actions – Defendants and Commercial Litigation in the 2024 *Best Lawyers*® "Best Law Firms" rankings. The team is also recognized in the 2024 edition of *Chambers USA* for Litigation: General Commercial in Georgia, North Carolina, and Texas: Dallas, Fort Worth & Surrounds.

8. Kilpatrick has also served as lead counsel for plaintiffs in numerous class actions. For example, Kilpatrick's lawyers were lead plaintiffs' counsel in *Cobell v. Salazar*, which was filed in 1996 in the United States District Court for the District of Columbia against the United States by American Indians seeking to recover for the United States's mismanagement of Indian Trust Funds. Kilpatrick represented a class of more than 500,000 American Indians in the litigation, which resulted in a $3.4 Billion settlement with the United States in December 2009. Kilpatrick lawyers were involved in every aspect of the litigation, from the pleading stage, through class certification and merits issues, to settlement and fund distribution.

9. Kilpatrick has also represented plaintiffs *pro bono* in several class actions, including in groundbreaking prison reform, immigration, and human trafficking litigation.

10. Kilpatrick maintains a class action blog, where experienced lawyers write on recent cases and current trends in class litigation, which can be accessed at the following link: https://ktslaw.com/blog/classaction.

Class Counsel's Experience

11. Richard Keshian, Jeffrey Fisher, and I are all members of Kilpatrick's class action team, and we have represented plaintiffs and defendants alike in numerous class

actions. Copies of our firm biographies were previously filed at Dkt. Nos. 125-1, 125-2, and 125-3, respectively.

12. Bradley Roehrenbeck is a member of Kilpatrick's Healthcare Payer Practice and the firm's ERISA Litigation team. Mr. Roehrenbeck also has significant class action experience. A copy of his firm biography was previously filed at Dkt. No. 125-4.

13. Richard Keshian has more than 40 years of experience in civil litigation, concentrating in products liability and business litigation. He has tried more than 80 jury trials to verdict in federal and state courts, including class actions, trade secret, breach of contract, product liability, personal injury and wrongful death, property tax appeals, and eminent domain (condemnation) cases. For several years, he has been named in publications, including *Best Lawyers in America*® as Lawyer of the Year in Eminent Domain and Condemnation Law, Commercial Litigation, Mass Tort Litigation and Class Actions, and Product Liability Litigation-Defendants. Mr. Keshian is a certified mediator and arbitrator. Among his class action experience, Mr. Keshian:

- represented a defendant in a class action related to allegedly faulty marine products in federal court in Charleston, South Carolina, resulting in denial of class certification and dismissal of the case;
- represented a telecommunications company in a nationwide class action involving alleged violations of the Telephone Consumer Protection Act ("TCPA") with exposure in excess of $50 million;
- represented one of the leading heavy truck and engine manufacturers in a putative class action alleging negligence, breach of warranty, and product defect

claims in alleged violation of the Magnuson Moss Warranty Federal Trade Commission Improvement Act; and

- represented a defendant in a class action involving alleged defects in commercial truck diesel engines with exposure in excess of $250 Million, resulting in a denial of class certification and a nominal settlement with the prospective class.

14. Jeffrey Fisher is a trial lawyer with more than 15 years of experience who concentrates on complex commercial litigation, including contractual disputes, class actions, and litigation involving restrictive covenants and trade secrets. Mr. Fisher has won plaintiff's verdicts as lead counsel in a jury trial and in arbitration and has substantial experience representing clients before federal and state trial courts and in arbitration. Mr. Fisher has represented regional and *Fortune* 500 companies in class action litigation, breach of contract disputes, and complex fraud cases. He has substantial experience litigating cases brought under federal and state statutes, including the TCPA, RICO, the Uniform Trade Secrets Act, the False Claims Act, and the Computer Fraud and Abuse Act. Mr. Fisher has practiced in numerous federal, state, and appellate courts and has represented parties in private arbitration and mediation. In 2020, Mr. Fisher was recognized by the *Daily Report*'s Georgia Legal Awards as an attorney "On the Rise" and was named as one of *Georgia Trend*'s "40 Under 40." Mr. Fisher was recognized in 2018, 2019, and 2020 as a Georgia "Rising Star" for Business Litigation by *Super Lawyers* magazine, and he was recognized in 2024, 2025, and 2026 for Technology Law and in 2021, 2022, and 2023 as one of the "Best Lawyers: Ones to Watch" for Commercial Litigation, Intellectual

Property Law, and Technology Law by *The Best Lawyers in America.* Among his class action experience, Mr. Fisher:

- represented an insurance provider in federal class action lawsuits brought under the TCPA;
- represented a large telecommunications company in a federal class action lawsuit brought under the TCPA;
- represented a large telecommunication company in a series of nationwide state and federal class action lawsuits alleging underbilling of customer fees;
- represented a large healthcare insurer in class action litigation alleging violation of antitrust laws;
- represented a garment manufacturer in Multi District Litigation ("MDL") alleging claims related to PFAS;
- represented a payment processor in a series of lawsuits arising out of a data breach, including a consumer class action; and
- represented a fleet company in a federal class action lawsuit brought under the TCPA.

15. Bradley Roehrenbeck represents plaintiffs and defendants in health care, ERISA, and complex commercial litigation matters in state and federal courts in North Carolina and across the United States. Mr. Roehrenbeck represents clients in a wide range of complex business disputes, from shareholder derivative suits, securities cases, and contract disputes to cases involving allegations of corporate mismanagement and

fraudulent lending practices. Mr. Roehrenbeck was recognized in 2026 by *The Best Lawyers in America*® for Commercial Litigation. Among his class action experience, Mr. Roehrenbeck:

- represented a *Fortune* 500 company in a longstanding ERISA class action alleging breach of fiduciary duty related to the company's 401K plan, which resulted in a successful defense verdict after a bench trial that was affirmed on appeal; and
- represented a class of American Indians in the *Cobell v. Salazar* class action (described above).

16. I, Chad Hansen, am co-leader of the firm's Healthcare Payer Practice and a member of the firm's ERISA Litigation team. I represent plaintiffs and defendants in health care, ERISA, and complex commercial litigation matters in state and federal courts in North Carolina and across the United States, as well as before international and domestic arbitration panels. I have tried jury and non-jury cases, including ERISA, health care, and property use matters, and have advanced and defended class actions through all stages of litigation. I was recognized in 2019, 2020, and 2021 by *The Best Lawyers in America*® for Commercial Litigation and again in 2022, 2023, 2024, 2025, and 2026 for Health Care Law and Commercial Litigation. I was listed in the 2022, 2023, and 2024 editions of *Chambers USA: America's Leading Lawyers for Business* for General Commercial Litigation. Among my class action experience, I:

- represented a *Fortune* 500 company in a longstanding ERISA class action alleging breach of fiduciary duty related to the company's 401K plan, which

resulted in a successful defense verdict after a bench trial that was affirmed on appeal;

- represented a North Carolina third-party administrator of health benefits in a putative class action brought by participants of an employer sponsored health benefit plan alleging ERISA breach of fiduciary, denial of benefits, and equitable relief and under COBRA arising out of plan sponsor's bankruptcy and termination of the plan;
- represented a global supplier of engines and power solutions for marine and industrial applications, in a nationwide putative class action asserting claims for product liability/breach of warranty, quantum meruit/unjust enrichment, and conversion arising out of allegedly defective marine propulsion products;
- represented one of the nation's leading manufacturers of Class 8 trucks, in a nationwide putative class action asserting claims for breach of implied and express warranties, breach of contract, and related claims arising out of allegedly defective diesel engines;
- represented federal employees in several class actions – one in the U.S. Court of Federal Claims and the Federal Circuit and another in the U.S. District Court for the District of Puerto Rico and the First Circuit – against the United States, asserting breach of contract and related claims arising out of the government's violation of the terms of a prior settlement agreement with a class of federal employees who worked in the "non-foreign" or "COLA" areas of the United States, which include Puerto Rico, the U.S. Virgin Islands, Guam, the Northern

Mariana Islands, Hawaii, and Alaska, by, among other things, eliminating COLA payments to class members; and

- represented a class of American Indians in the *Cobell v. Salazar* class action (described above).

Kilpatrick's Work on this Litigation

17. The Kilpatrick team has represented the named Plaintiff, Jerry W. Ray, from the beginning of this matter.

18. Before retiring, Mr. Ray owned and operated a small, local painting company, and he had previously met Rich Keshian and I while working as a painter at our office in Winston-Salem.

19. Mr. Ray brought the issues he experienced with Defendant's billing to Kilpatrick's attention in July 2022, explaining he was worried Defendant's billing was going to hurt his credit score and make it difficult for him to lease oxygen equipment in the future if he did not file a lawsuit.

20. Kilpatrick initially tried to help Mr. Ray *pro bono*, filing his original complaint—alleging personal claims under the North Carolina Debt Collection Act ("NCDCA"), the Fair Debt Collection Practices Act ("FDCPA"), the North Carolina Fair Debt Collection Practices Act ("NCFDCPA"), and the North Carolina Unfair and Deceptive Trade Practices Act ("NCUDTPA")—in October 2022.

21. But over the following months, Kilpatrick discovered evidence suggesting the problems Mr. Ray experienced with Defendant's billing were widespread, so they executed a one-third (33 1/3%) Contingent Fee Engagement for Class Action with Mr. Ray

on February 21, 2023, and sought leave from the Court, which was granted, to file a class action complaint.

22. Because Kilpatrick took this case on a contingency, they assumed a significant risk of non-recovery and incurred substantial opportunity costs by devoting time and resources to this case that they could have invested in cases for paying clients.

23. Despite this, Kilpatrick lawyers and support staff have invested thousands of hours in this case, much of which was spent engaging in extensive discovery aimed at identifying the putative class members and proving their claims.

Identification of the Class A Members.

24. During the discovery process, pursuant to a strict confidentiality and HIPAA protective order, AdaptHealth responded to discovery regarding documents and/or data for various groups of North Carolina patients within the more than 350,000 North Carolinians it had billed within the class period of April 3, 2019, through April 3, 2025. Initially, Kilpatrick reviewed: (a) a sampling of patients with certain types of "Patient Notes"—i.e., customer service notes—that AdaptHealth believed would likely contain any billing complaints; (b) a random sample of patients chosen by Mr. Ray; (c) files of certain patients who lodged formal complaints or disputes with AdaptHealth; and (d) Patient Notes and transaction data for patients who, based on the transaction data, received invoices for dates of service after the patient had returned, rejected, or failed to receive equipment from AdaptHealth.

25. Kilpatrick reviewed, *inter alia*, transaction data and/or Patient Notes AdaptHealth generated for each patient in these samples.

26. After obtaining this sample data, Kilpatrick reviewed the thousands of Patient Notes produced, flagging as responsive those that evidenced that the patient likely satisfied the Class A definition.

27. As Kilpatrick reviewed the Patient Notes, it also created specific search terms—based on commonalities among the Notes found responsive—that were run against all of AdaptHealth's Patient Notes Kilpatrick received to identify any additional patients that likely satisfied the Class A definition. Those search terms were then provided to AdaptHealth to run against Patient Notes for the remaining North Carolinians AdaptHealth billed during the class period for whom AdaptHealth had not yet produced Patient Notes and transaction data.

28. AdaptHealth then ran the search terms provided by Kilpatrick and produced responsive Patient Notes and transaction data for the additional patients identified through application of these search terms. Kilpatrick then reviewed those Patient Notes and corresponding transaction data to determine how many additional patients likely satisfied the Class A definition. In total, Kilpatrick reviewed documents and data for approximately 15,000 North Carolina patients during this iterative process and through supplementation over time.

29. After analyzing the data and document discovery, Kilpatrick determined that 464 of AdaptHealth's North Carolina patients (including Mr. Ray) satisfied the Class A definition.

Identification of the Class C Members.

30. In addition to the Patient Notes and transaction data, Kilpatrick reviewed records identifying each of AdaptHealth's North Carolina patients who had purchased, leased, or rented equipment from AdaptHealth and who were sent a "Seriously Past Due" or "Final Demand" letter (the "Letters") associated with dates of service from April 3, 2019, through March 31, 2026.

31. The records objectively showed that 142,539 patients (including Mr. Ray) satisfied the Class C definition.

Other Discovery and Litigation Activities.

32. Kilpatrick conducted exhaustive factual and legal research to support the classes' claims, which was complicated by a lack of binding NCDCA caselaw on some key issues.

33. During fact discovery, in addition to each party serving initial disclosures, Mr. Ray served on AdaptHealth five sets of interrogatories, four sets of requests for production of documents, and four sets of requests for admission. In total, Mr. Ray served 23 interrogatories, 45 requests for production of documents, and 10 requests for admission on AdaptHealth.

34. In addition to exchanging written discovery with AdaptHealth, Mr. Ray served nine document subpoenas on third parties.

35. AdaptHealth and these third parties produced over 7,000 documents, totaling over 500,000 pages, which Kilpatrick analyzed as part of its representation of Mr. Ray, in order to identify the putative class members and prove their claims.

36. Mr. Ray took three fact depositions, including a multi-day Rule 30(b)(6) deposition of AdaptHealth.

37. In January 2025, Mr. Ray filed an early motion for class certification, along with related materials. (*See* Docs. 69–77.) After AdaptHealth opposed the motion for class certification, Mr. Ray moved to withdraw his motion for class certification and for leave to amend his complaint, so he could address some of the concerns AdaptHealth raised. (*See* Docs. 90, 93–94.) The Court granted both motions. (May 15, 2025, Text-Only Order.)

38. Mr. Ray identified, prepared, and served expert disclosures of four experts on December 17, 2025: a data analytics expert, an expert on inventory management and billing processes, a consumer survey expert, and a damages expert.

39. In addition to this formal discovery, Kilpatrick reviewed hundreds of online reviews and comments from consumers about AdaptHealth and interviewed dozens of AdaptHealth patients.

40. Throughout the litigation, Kilpatrick maintained a case website that provided information about the litigation, contained a video of Mr. Ray describing his experiences with AdaptHealth, and made litigation filings publicly available.

Mediation and the Settlement Agreement

41. The parties conducted two rounds of mediation—one in November 2025 and another in January 2026—with David C. Nutter, of Miles Mediation and Arbitration Services in Atlanta, Georgia.

42. Mediation was lengthy but ultimately successful, and the parties reached a tentative settlement in January 2026.

43. At the time of the tentative settlement, the litigation had been pending for over three and a half years, including as a proposed class action for over two and a half years, and additional fact and expert discovery still remained to be completed, including multiple additional fact depositions, AdaptHealth's expert disclosures, expert depositions, and supplemental document productions by AdaptHealth.

44. After reaching the tentative settlement, Kilpatrick engaged in extensive negotiations with AdaptHealth's counsel—for more than three months—regarding the terms of the settlement. The Parties ultimately executed the written Settlement Agreement on April 27, 2026.

45. In total, Kilpatrick's team—approximately 10 attorneys and three additional support staff—spent more than 6,000 hours advancing the claims of Mr. Ray and the putative classes through the date the Settlement Agreement was executed.

The Results Achieved for the Classes

46. In the Settlement Agreement, AdaptHealth agreed to pay a total of $14,311,500.00 to resolve the putative classes' claims under the North Carolina Debt Collection Act.

47. Most of this money—$8,324,000—will fund two Settlement Funds, Settlement Funds A and C, which will be used to pay the members of two Settlement Classes, Settlement Classes A and C.

48. The 464 members of Settlement Class A, who purchased, leased, or rented medical equipment, supplies, and/or other products from Defendant and were subsequently billed for a date of service between April 3, 2019, and April 3, 2025, despite having returned, rejected, or never receiving the equipment, will each receive $3,500 from Settlement Fund A upon submitting a Class A Claim Form.

49. The 142,539 Settlement Class C members, who purchased, leased, or rented equipment from Defendant and were subsequently sent "Seriously Past Due" or "Final Demand" bills associated with dates of service between April 3, 2019, and March 31, 2026, will each receive $47 from Settlement Fund C, without having to submit a claim form, as long as their mailed notices are not returned as undeliverable.

50. Based on my experience, these recoveries will provide significant and meaningful relief for the members of the Settlement Classes.

51. The Settlement Funds are non-reversionary and fully fund Defendant's maximum possible payment to the Settlement Classes under the Settlement Agreement, and any amount remaining after reasonable distribution efforts will be distributed *cy pres*, with no portion reverting to Defendant.

The Requested Fee and Expense Award

52. The Settlement Agreement also provides that Defendant will pay into escrow a non-reversionary Fee Fund of $5,437,500.00, out of which the Court may award Class Counsel their reasonable attorney fees and expenses.

53. Consistent with the Contingent Fee Engagement for Class Action between Mr. Ray and Class Counsel and the Settlement Agreement, Class Counsel now seeks an award of attorney fees equal to 33 1/3% of the $14,311,500.00 Settlement Amount—$4,770,500.00—together with reimbursement for the reasonable expenses they incurred through the execution of the Settlement Agreement.

54. Defendant does not oppose this request. (*See* Doc. 131, p. 20 § 5.3.)

55. The numerical figures below are based on Kilpatrick's contemporaneous time and expense records, which were made at or near the time the work was performed and the expenses were incurred, and were maintained by Kilpatrick in the ordinary course of its business.

Lodestar Calculation

56. From the inception of this matter through April 27, 2026, the date the parties executed the Settlement Agreement, Kilpatrick's timekeepers devoted approximately 6,032 hours to representing Mr. Ray and the Settlement Classes. At the standard hourly rates Kilpatrick charged for these timekeepers, that time yields a lodestar of $3,282,466.50.

57. The vast majority of this time was recorded by ten attorneys and three professional staff members, although a few additional timekeepers contributed on discrete

issues. The principal timekeepers, their hours, and the resulting fees are summarized in the table below, with the remaining timekeepers and their time aggregated.

Table 1

Timekeeper	**Hours**	**Lodestar**
Chad D. Hansen	892.6	$821,109.00
Chase H. Stevens	1,036.5	$555,707.50
Tanner A. Henson	638.1	$349,502.50
Benjamin R. McKaig	978.5	$325,234.50
Bradley A. Roehrenbeck	256.9	$212,289.00
Mark E. Hartsell	486.4	$177,173.50
Rob Adler	306.9	$140,553.00
Richard J. Keshian	103.5	$128,972.50
James J. Hefferan	160.4	$92,672.00
Hannah Talley	293.5	$83,702.50
Jeffrey H. Fisher	86.1	$79,348.50
Josh Branscomb	203.5	$45,820.50
Gloria Trotter	124.8	$35,061.00
All Other Timekeepers	464.3	$235,320.50
Total	**6,032.0**	**$3,282,466.50**

58. The hourly rates used in the calculations above are the standard rates Kilpatrick charged its paying clients for these timekeepers during the relevant periods for comparable work. Those rates ranged, over the course of the litigation, from $170 per hour for paralegal and support-staff time to $1,470 per hour for the most senior partner and yield an average hourly rate of approximately $544 across all timekeepers. Based on my experience and knowledge of the market, these rates are reasonable and consistent with the prevailing rates charged by comparable attorneys for comparable work.

Lodestar Cross-Check.

59. The requested fee of $4,770,500.00 represents a multiplier of approximately 1.45 on Class Counsel's lodestar of $3,282,466.50 through the execution date.

60. The multiplier will likely decrease further. The calculated lodestar does not include the substantial time Class Counsel has devoted and will devote in the future to moving for preliminary and final approval of the Settlement Agreement and to overseeing notice, claims administration, and distribution to the Settlement Classes.

Litigation Expenses.

61. From the inception of this matter through the execution of the Settlement Agreement, Kilpatrick incurred $427,271.71 in unreimbursed, out-of-pocket litigation expenses. Each of these expenses was reasonable and necessary to the prosecution of this action and is of the type Kilpatrick customarily bills to its fee-paying clients. These expenses are summarized by category in the table below.

Table 2

Expense Category	**Amount**
Expert Fees	$339,452.00
Electronic Legal Research (Westlaw, Lexis, and databases)	$35,986.78
Deposition and Transcript Fees	$22,118.95
Professional Services	$8,650.00
Expert Consulting Fees	$8,100.00
E-Discovery and Data-Management Charges	$6,415.60
Travel (airfare, lodging, ground transportation, and meals)	$3,802.52
Postage, Courier, And Certified Mail	$1,334.76
Other (search services, foreign counsel, records, library expenses, and document reproduction)	$1,411.10
Total expenses	**$427,271.71**

62. The largest component of these expenses—$339,452.00 in expert fees—was incurred to retain and work with the four experts described above, including the data-analytics and damages experts whose analyses were central to identifying the Settlement Class members and establishing the class's claims and damages. The deposition, e-

discovery, and electronic-research expenses likewise correspond to the discovery and class-identification work described in this declaration, including the three fact depositions Mr. Ray took and the review of more than 500,000 pages of documents and data.

63. If approved by the Court, the total amount Class Counsel seeks—$4,770,500.00 in attorney fees and $427,271.71 in expenses, or $5,197,771.71 in total—will be paid from the $5,437,500.00 Fee Fund established by the Settlement Agreement and will not reduce the amounts payable to the Settlement Classes.

64. To the best of Class Counsel's knowledge, no one has objected to the Settlement Agreement or Class Counsel's requested fees or expenses.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: November 12, 2026

/s/ *Chad D. Hansen*
Chad D. Hansen