IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

FIRST CHOICE FEDERAL CREDIT UNION and FINANCIAL HORIZONS CREDIT UNION, individually and on behalf of all others similarly situated, Plaintiffs, v. SLIM CD, INC., Defendant.	Case No. 2:25-cv-01088-MRH

JOINT DECLARATION OF JOSEPH P. GUGLIELMO AND GARY F. LYNCH IN SUPPORT OF MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS TO SETTLEMENT CLASS REPRESENTATIVES

We, Joseph P. Guglielmo and Gary F. Lynch, pursuant to 28 U.S.C. §1746, declare as follows:

1. We are partners at the law firms of Scott+Scott Attorneys at Law LLP ("Scott+Scott") and Lynch Carpenter LLP ("Lynch Carpenter"), respectively. We represent Plaintiffs First Choice Federal Credit Union and Financial Horizons Credit Union (collectively, "Plaintiffs") and are proposed Class Counsel in the above-captioned action (the "Litigation") against Defendant Slim CD, Inc. ("Slim CD"). We provide this Declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval.

2. We have personal knowledge of the matters stated in this declaration except those stated on information and belief, and, as to those, we believe them to be true. If called upon, we could and would competently testify to them.

3. We incorporate by reference the facts previously submitted in the Joint Declaration of Joseph P. Guglielmo and Gary F. Lynch in Support of Plaintiffs' Unopposed Motion for Preliminary Approval (ECF No. 32).

4. We served as lead counsel for Plaintiffs and oversaw the prosecution of the entire action, including coordination between our firms in the assignment of projects. Class Counsel undertook this action on a contingent fee basis, meaning that to date we have received no payment for our services. We also advanced all litigation expenses, and to date have not received reimbursement for these from any source. Further, our agreements with our clients provide that we would work on a contingency fee basis and would not charge them for the fees or expenses our firms incur in the event of an unsuccessful outcome. Class Counsel carefully tracked all time spent and expenses incurred in this matter. These records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment or to conform to Lynch Carpenter's and Scott+Scott's practices and those accepted and approved in the Third Circuit. As a result of this review and related reductions, the time reflected in Class Counsel's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the action and resolve the Settlement before the Court.

5. Throughout our careers, our law practices have focused on representing plaintiffs in complex civil litigation. For nearly the last decade, we have spent the bulk of our profession representing consumers and financial institution plaintiffs in class action and multi-district litigation throughout the country and are currently serving, or have served, as lead, co-lead, or in

other leadership positions in numerous federal and state actions, including on behalf of financial institutions in *In re Equifax, Inc., Customer Data Sec. Breach Litig.*, No. 1:17-md-02800 (N.D. Ga.) (both appointed co-lead MDL counsel on behalf of financial institution plaintiffs arising out of 2017 data breach, final approval of $32.5 million settlement granted); *In re Home Depot Data Breach Litig.*, No. 1:14-md-2583 (N.D. Ga.) (both appointed co-lead MDL counsel on behalf of financial institution plaintiffs arising out of 2014 data breach, final approval of $27.25 million settlement granted); *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-cv-00356 (W.D. Wash.) (both appointed co-lead counsel on behalf of financial institution plaintiffs, final approval of $9.8 million settlement granted). Lynch Carpenter's firm resume is attached hereto as Exhibit 1. Scott+Scott's firm resume is attached as Exhibit C to the contemporaneously filed Declaration of Daryl F. Scott.

6. Plaintiffs commenced this action to recover damages incurred as a result of the Data Security Incident that Slim CD suffered and that resulted in the compromise of payment cards issued by Plaintiffs and members of the Settlement Class.

7. During the course of this litigation and as detailed herein, Class Counsel worked in an efficient and effective manner. Duplication of efforts was avoided.

8. Prior to commencing this action, Class Counsel spent many hours investigating the claims against Slim CD. During the course of this litigation, Class Counsel thoroughly analyzed the claims, engaged informal discovery via the settlement process, including review and analysis of documents and information produced by Slim CD, and engaged in hard-fought settlement negotiations with Defendant's counsel, including a full-day mediation session. The investigation and discovery obtained through the mediation process provided Class Counsel with the information needed to objectively evaluate the strengths and weaknesses of Plaintiffs' and

Settlement Class Members' claims. Class Counsel have represented financial institution plaintiffs in a number of payment card cases across the country and in this Circuit concerning similar claims and are uniquely aware of the risks associated with these claims and their treatment by other courts around the country.

9. The Parties have entered into a Class Action Settlement Agreement (the "Settlement") to resolve the claims of Plaintiffs and the proposed Settlement Class against Slim CD, Inc. stemming from a data security incident in which Slim CD suffered unauthorized system access between August 17, 2023 and June 15, 2025, and which may have enabled an unauthorized actor to view or obtain certain credit card information between June 14, 2024 and June 15, 2024. A true and correct copy of the Settlement can be found at ECF No. 32-3.

10. The Parties did not negotiate the amount of Service Award to Plaintiff until after the key provisions of the Settlement Agreement, including the amount of relief to the Settlement Class, were agreed upon.

11. Lynch Carpenter has kept detailed record of hours expended throughout this litigation, which includes explanations of work performed by each individual. Lynch Carpenter's total compensable time for which it seeks an award of attorneys' fees is summarized below:

Professional	**Hours**	**Rate**	**Lodestar**
Gary Lynch	56.2	$1,350	$75,870.00
Anasuya Shekhar	8	$800	$6,400.00
Patrick Donathen	71.7	$750	$53,775.00
Dan Hart	3.7	$350	$1,295.00

12. Thus, the total time Lynch Carpenter has expended on this matter is **139.6** hours, and the total lodestar value of these professional services is **$137,340.**

13. Scott+Scott has kept detailed record of hours expended throughout this litigation, which includes explanations of work performed by each individual. Scott+Scott's total compensable time for which it seeks an award of attorneys' fees is summarized below:

Professional	**Hours**	**Rate**	**Lodestar**
Joseph Guglielmo	96.40	$1,465	$141,226.00
Kristen Anderson	27.80	$1,135	$31,553.00
Andrew Stanko	124	$700	$86,800.00
Mateo Salgado	22.10	$450	$9,945.00

14. Thus, the total time Scott+Scott has expended on this matter is **270.30** hours, and the total lodestar value of these professional services is **$269,524.00.**

15. Lynch Carpenter's and Scott+Scott's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firms' current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

16. Lynch Carpenter incurred $**15,682.64** in expenses that were reasonably necessary to the prosecution of this litigation. Lynch Carpenter's total expenses for which it seeks reimbursement is summarized below:

Category	**Expenses**
Filing Fees	$405.00
Mediation	$12,500.00
Travel, Lodging, Meals for Mediation	$2,777.00
Total:	**$15,682.64**

17. Scott+Scott incurred $**5,400.12** in expenses that were reasonably necessary to the prosecution of this litigation. Scott+Scott's total expenses for which it seeks reimbursement is summarized below:

Category	**Expenses**
Court Costs / Pro Hac Fees	$140.00
Service of Process	$415.00
Travel, Lodging, Meals for Mediation	$4,742.12
Photocopies	$103.00
Total:	**$5,400.12**

18. We believe the expenses for which Lynch Carpenter and Scott+Scott seek reimbursement are a reasonable amount and were necessary for the effective and efficient prosecution of this action. We also believe that the expenses submitted are of the type normally charged to and paid by fee-paying clients.

19. The above hourly rates for Lynch Carpenter's and Scott+Scott's attorneys and professional support staff are the firms' current hourly rates. The hourly rates for attorneys and professional support staff at Lynch Carpenter and Scott+Scott are consistent with the rates approved by attorneys and paralegals of similar experience in complex actions like this one in this Circuit and across the country.

20. Lynch Carpenter's hourly rates have been approved in other class actions, including: *Sparacino v. Widener Univ.*, Case No. 2:24-cv-01001 (E.D. Pa.); *Ramey v. The Pennsylvania State Univ.*, Case No. 2:20-cv-00753 (W.D. Pa.); and *In re Wawa, Inc. Data Security Litig.*, Case No. 2:19-cv-06019 (E.D. Pa.).

21. Scott+Scott's hourly rates have been approved in other class actions, including *Russo v. Walgreen Co.,* 2026 WL 878331, at *21 (N.D. Ill. Mar. 30, 2026); *Anaya v. Cencora, Inc.,* Case No. 2:24-cv-02691 (E.D. Pa); and *First Choice Federal Credit Union v. The Wendy's Company,* Case No. 2:16-cv-00506 (W.D. Pa.).

22. Additionally, the Service Awards of $2,500.00 for each Plaintiff First Choice Federal Credit Union and Financial Horizons Credit Union are appropriate given the valuable services they performed for members of the Settlement Class by bringing their claims to Class Counsel for investigation, agreeing to serve as representative plaintiffs. Specifically, Plaintiffs expended time and resources to collect and produce documents and information relating to the Action. Plaintiffs reviewed and approved the complaint. They also were involved in the mediation, including reviewing and approving the mediation statement, and were consulted and approved the monetary amount of the Settlement. Throughout the litigation of the Action, Plaintiffs consulted with Class Counsel as necessary regarding the progress of the litigation and expended many hours advancing the claims on behalf of themselves and the Plaintiffs' cooperation and participation in the Action directly benefited the Settlement Class and resulted in the excellent benefits obtained in the Settlement.

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

Executed on August 21, 2026
In New York, New York

/s/ Joseph P. Guglielmo
Joseph P. Guglielmo

Executed on August 21, 2026
In Pittsburgh Pennsylvania

/s/ Gary F. Lynch
Gary F. Lynch