UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ERIC LAPRAIRIE, on behalf of himself and
all other employees similarly situated,

  Plaintiffs,

  vs.

PRESIDIO, INC., PRESIDIO HOLDINGS,
INC., PRESIDIO, LLC, PRESIDIO
NETWORKED SOLUTIONS GROUP, LLC,
and PRESIDIO TECHNOLOGY CAPITAL,
LLC,

  Defendants.

Case No. 1:21-cv-08795-ALC

DECLARATION OF JESSICA L. LUKASIEWICZ

Jessica L. Lukasiewicz, Esq. affirms under penalty of perjury pursuant to 28 U.S.C § 1746 that the following is true and correct:

1.   I am a partner with the law firm Thomas & Solomon LLP. This law firm represents the Named Plaintiff and the Class Members in this action.

2.   I am fully familiar with the facts and circumstances surrounding this matter, and I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

3.   The Settlement provides Class Members with two (2) years of identity theft protection and credit monitoring services, Reimbursement for Out-of-Pocket Losses, and Reimbursement for Attested Time, as well as significant changes to Presidio's cybersecurity procedures and measures, which have already been implemented.

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Reaction of the Class

4.   The deadline for submitting a Claim Form, objecting to the Settlement, or opting out of the Settlement has passed and the Class's reaction was positive. Significantly, no Class Members have objected to or opted-out of the Settlement.

5.   Here, nearly 7% of Class Members (232 of 3,324) submitted a Claim Form, surpassing the prevailing rule of thumb of 3-5% for consumer class actions. *See Forcellati v. Hyland's, Inc.*, No. 12-1983, 2014 WL 1410264, at *6 (C.D. Cal. Apr. 9, 2014).

Settlement Discussions

6.   The Parties and their counsel have been discussing potential resolution of this matter since its inception, which included nearly a year of arm's-length and good faith negotiations, the exchange of significant informal discovery, and two mediations with separate experienced mediators, as well as months of conference calls amongst the Parties.

7.   During the first mediation attempt, the Parties selected respected mediator, Rodney Max, of Upchurch Watson White and Max, to assist them. The Parties engaged in informal discovery, had teleconferences with Mr. Max, and supplied him with written mediation statements prior to mediation.

8.   Ultimately, after a full-day mediation session on August 3, 2021 with Mr. Max, the Parties were unable to reach a resolution.

9.   Although litigation immediately resumed, throughout the subsequent months, the Parties discussed potential resolution at various times.

10.   Ultimately, the Parties were mutually willing to re-engage in mediation discussions once the briefing on Defendants' motion to dismiss was completed.

11.   Indeed, nearly ten months after the first mediation, the Parties once again agreed to participate in a mediation that occurred on June 16, 2022. This time the Parties engaged of a different experienced mediator, Bennett G. Picker, of Stradley Ronon Stevens & Young, LLP. Ultimately, with the assistance of Mr. Picker during a full-day mediation, the Parties were able to reach an agreement that was memorialized in a Term Sheet. After signing the Term Sheet, the Parties negotiated the Settlement Agreement, which involved the exchange of multiple drafts, multiple conference calls, and resolution of various issues in dispute.

Adequacy of the Class Representative and Class Counsel

12.   The Class Representative's interests are aligned with those of Class Members because he has suffered the same type of harm resulting from the Data Incident as other Class Members. The Class Representative additionally also has experience and knowledge of information technology infrastructure engineering, therefore providing subject matter expertise to Class Counsel in this case.

13.   As detailed in Plaintiff's Motion for an Award of Attorneys' Fees, Costs, Expenses, Class Counsel, Thomas & Solomon LLP, has extensive experience in handling class actions and complex litigation and devotes the majority of its practice to representing and protecting the rights of individuals and employees. *See* Dkt. 60 at ¶¶ 26-27; Dkt. 60-1 (Firm Resume of Thomas & Solomon LLP).

14.   Class Counsel has already devoted over 800 hours investigating, litigating, conducting informal discovery, mediating, and settling this case.

The Settlement is substantively fair

15.   Most significantly, the requested attorneys' fee award was negotiated only after an agreement for Class Members was reached.

16.   There are no other agreements between the Parties other than the Settlement Agreement.

Class Members face substantial hurdles in establishing liability and damages

17.   Class Counsel is not aware of any case in which a court has awarded a class-wide monetary judgment outside of settlement in a data breach action, raising the possibility that Class Members could prevail on liability but recover only minor damages. It is also not possible to quantify the precise recovery for each Class Member because each Class Member's recovery under the Settlement depends on whether and to what extent such Class Member accepts the offer of identity theft protection services and/or incurs economic harm as a result of the Security Incident and complies with procedures for obtaining reimbursement of claims.

18.   Here, Class Members may obtain credit monitoring – which comes with up to $1,000,000 in insurance -- plus Reimbursement for Out-of-Pocket expenses and for Attested Time expended as a result of the Data Incident. It is highly unlikely that any Class Member will suffer economic losses not fully reimbursed by this Settlement. Class Counsel believes that the total consideration under the Settlement will provide the Class Members with nearly all – if not all – of the relief to which they would be entitled if they prevailed at trial.

19.   Balancing the strength of Class Members' claims against the substantial hurdles Class Members face in establishing liability and damages, Class Members and their counsel concluded that accepting the relief obtained in the Settlement – which provides almost all of the relief to which the Settlement Class Members would be entitled to if they prevailed at trial – was in the best interest of the Class.

The Settlement benefits are reasonable in light of the best possible recovery, and in light of all the attendant risks of litigation

20.   In fact, the terms of this Settlement are more favorable than the terms of similar employee data breach settlements. *See e.g., In re Linkedin User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015) (approving settlement where "class members who submitted valid claims will each receive approximately $14.81"); *In re Adobe Systems Inc. Privacy Litigation*, No. 13-05226 (N.D. Cal. Aug. 13, 2015), ECF No. 105 (approving settlement that provided no credit monitoring and no reimbursement for economic losses); *In re Heartland Payment Sys.*, 851 F. Supp. 2d 1040, 1049, 1079-80 (S.D. Tex. 2012) (approving settlement providing for reimbursement of economic costs and no credit monitoring); *In re Zappos Sec. Breach Litig.*, No. 12-00325, ECF No. 418 (D. Nev. Dec. 23, 2019) (approving settlement that provided no credit monitoring and no reimbursement for economic losses).

I affirm under penalty of perjury that the foregoing is true and correct.

Executed on December 1, 2022.

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__/s/ Jessica L. Lukasiewicz_____
Jessica L. Lukasiewicz

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