PHILADELPHIA COURT OF COMMON PLEAS

PETITION/MOTION COVER SHEET

FOR COURT USE ONLY	
ASSIGNED TO JUDGE:	ANSWER/RESPONSE DATE: 12/16/2025

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RETORICK VS RESTEK CORPORATION

CONTROL NUMBER: 25115323

(RESPONDING PARTIES MUST INCLUDE THIS NUMBER ON ALL FILINGS)

January (*Month*) Term, 2024 (*Year*)

No. 01443

Name of Filing Party:
KYLE RETORICK-PLF

INDICATE NATURE OF DOCUMENT FILED:

☐ Petition *(Attach Rule to Show Cause)* ☒ Motion
☐ Answer to Petition ☐ Response to Motion

Has another petition/motion been decided in this case? ☒ Yes ☐ No
Is another petition/motion pending? ☐ Yes ☒ No

If the answer to either question is yes, you must identify the judge(s):
PAULA A PATRICK

TYPE OF PETITION/MOTION (see list on reverse side)	PETITION/MOTION CODE (see list on reverse side)
MOTION FOR COUNSEL FEES	MTCNF

ANSWER / RESPONSE FILED TO (Please insert the title of the corresponding petition/motion to which you are responding):

I. CASE PROGRAM

OTHER PROGRAM

Court Type: CLASS ACTION
Case Type: CLASS ACTION

II. PARTIES *(required for proof of service)*
(Name, address and **telephone number** of all counsel of record and unrepresented parties. Attach a stamped addressed envelope for each attorney of record and unrepresented party.)

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III. OTHER

By filing this document and signing below, the moving party certifies that this motion, petition, answer or response along with all documents filed, will be served upon all counsel and unrepresented parties as required by rules of Court (see PA. R.C.P. 206.6, Note to 208.2(a), and 440). Furthermore, moving party verifies that the answers made herein are true and correct and understands that sanctions may be imposed for inaccurate or incomplete answers.

(Attorney Signature/Unrepresented Party)	November 25, 2025 *(Date)*	PATRICK HOWARD *(Print Name)*	*(Attorney I.D. No.)*

The Petition, Motion and Answer or Response, if any, will be forwarded to the Court after the Answer/Response Date.
No extension of the Answer/Response Date will be granted even if the parties so stipulate.

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

KYLE RETORICK, on behalf of himself and others similarly situated *Plaintiff*, v. **RESTEK CORPORATION** *Defendant*.	**No. 240101443** **PLAINTIFF'S MOTION AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT OF APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARD**

INTRODUCTION

On September 9, 2025, the Court granted preliminary approval to the class action settlement of this case, which provides significant benefits to the Class of approximate 2,205 potential data breach victims, including:

- Two years of one-bureau credit monitoring and identity theft restoration services with $1 million in identity theft protection insurance per Class Member at an estimated retail value of no less than $476,280 ($9/month x 24 months x 2,205 Class Members)—aimed at protecting Class Members from future harm caused by the breach.

- Up to $3,500 per Class Member in cash payments for extraordinary losses (such as actual fraud and identity theft) that Class Members have already incurred.

- Up to $425 for ordinary losses (such as bank fees, phone charges, data charges, and fees for credit reports or credit monitoring) plus payment for lost time spent dealing with the data breach at $20 per hour up to a maximum of 4 hours or $80 per class member.[1]

- In the alternative to in the alternative to a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, Settlement Class Members may claim a $50.00 Alternative Cash Payment.

- Payment by Defendant of attorneys' fees and expenses of $130,000.00 to Class Counsel and a service award of $2,500 to Plaintiff, both in addition to all of the other relief provided to the Class Members.

[1] Monetary claims are capped at $210,000.

- Defendant to pay the costs of notice and settlement administration, which is tens of thousands of dollars.

Court-approved notice of the proposed Settlement has been sent to the Class and a final approval hearing is scheduled for February 12, 2026. Plaintiff respectfully requests that the Court approve the attorneys' fees, expenses, and service awards contemplated by the Settlement ($130,000.00 in attorneys' fees and expenses and a $2,500 service award to the named Plaintiff). The requested fees, expenses, and service award are all reasonable, are similar to those awarded in similar litigation, are to be paid by Defendant on top of the other benefits (and Defendant does not object to making the payments) and recognize the efforts of Class Counsel and the Plaintiff in achieving a benefit for thousands of other people, all at their own risk.

BACKGROUND FACTS & PROCEDURAL HISTORY

A. The Data Breach, Plaintiffs' Claims, and Defendant's Response

Restek is a "developer and manufacturer of chromatography columns, sample preparation and collection products, reference standards, and instrument accessories," headquartered in Pennsylvania. Complaint, ¶ 15 ("Compl."). To run its business, Restek collects the Personal Information of its employees and their dependents. *Id*. ¶¶ 17. That information can include current and former employees' and their beneficiaries' first name or first initial and last name, Social Security number, date of birth, driver's license number, employer-assigned identification number, passport number, financial information, system access information, medical information, and/or health insurance information. In so doing, Restek promised to protect that Personal Information. *Id*. ¶¶ 18-20. Despite this, Plaintiff alleged that Restek never implemented the safeguards and systems needed to fulfill those promises. *Id*. ¶¶ 28, 67-80. As a result, Plaintiff alleged that Restek's misconduct led to the Data Security Incident. *Id*. Defendant has denied these allegations.

Plaintiff is a former Restek employee and data breach victim. *Id*. ¶¶ 38, 40. On January 11, 2024, Plaintiff sued Restek in the Court of Common Pleas of Philadelphia County, Pennsylvania to remediate the harm caused by the Data Security Incident. Plaintiff's Complaint asserted claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty and breach of confidence. *Id*. ¶¶ 91-178.

Prior to filing this action, Plaintiff's counsel conducted extensive pre-suit discovery to ascertain all publicly available details about the cause, scope, and result of the Data Security Incident, as well as about the damages suffered by Plaintiff and the Class. *See* Declaration of Raina Borrelli in Support of Motion for Attorneys' Fees, Costs and Service Award ("Fee Decl.") ¶ 2. On March 18, 2024, Restek filed Preliminary Objections to Plaintiff's Complaint, moving to transfer based on improper venue and moving to dismiss each of Plaintiff's claims. Fee Decl., ¶ 3. Plaintiffs issued venue related discovery on April 10, 2024, and Defendant responded on May 31, 2024. *Id.* ¶ 4.

B. Mediation

On or around late May 2024, the Parties began settlement discussions to explore an early resolution. *Id*. ¶ 5. During the Parties' settlement negotiations, Plaintiff requested, and Defendant produced, informal discovery necessary to evaluate the strengths and weaknesses of Plaintiff's claims, including information about the size and scope of the Data Security Incident and Defendant's response to the Data Security Incident. *Id*. ¶ 6. Over the following months, Plaintiff's counsel and Defendant's counsel conducted multiple rounds of arms' length negotiations before ultimately agreeing on the terms of the Settlement, on or around November 12, 2024. *Id*. ¶ 7. The Parties did not negotiate attorney's fees or a service award until after they had agreed on benefits for the Settlement class. *Id*. ¶ 8.

The Parties finalized the terms of the Settlement and Plaintiff proceeded to move for preliminary approval of the Settlement on January 31, 2025. *Id.* ¶ 9. Following a hearing, the Parties agreed to certain modifications to the notices and claim form and the Court subsequently granted preliminary approval on September 9, 2025. *Id.* ¶ 10.

Since preliminary approval, Class Counsel has worked to implement class notice and supervise claims administration. *Id.* ¶ 11. Those efforts will be ongoing through, and after, final approval. *Id.* ¶ 12

SETTLEMENT OUTLINE

The Settlement Agreement specifies how to implement the Parties' Settlement, including the notification process, the benefits that Settlement Class Members will receive, and how Claims will be processed and distributed.

A. Class Definition

The Settlement Agreement defines the Settlement Class as "all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Restek Corporation which began on or around June 2, 2023, including all those who received notice of the Data Security Incident" S.A. ¶ 35.

B. Settlement Benefits

The settlement secures five benefits for the Settlement Class, remediating and mitigating the harms potentially caused by the Data Security Incident.

First, Settlement Class Members will be offered an opportunity to enroll in two years of one-bureau credit monitoring, at no cost. *Id.* ¶ 42.

Second, the Settlement provides Settlement Class Members with monetary relief for any documented losses they experienced as a result of the Data Security Incident, including "Ordinary" and "Extraordinary" losses and reimbursement for lost time. *Id.* ¶ 32. Ordinary

Losses include, but are not limited to, unreimbursed losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, fees for obtaining credit reports, costs associated with a credit repair service, and credit monitoring or identity theft insurance products. *Id.* ¶ 43(a). Settlement Class Members may claim up to $425.00 for Ordinary Losses. *Id.* Settlement Class Members can also submit a claim for Reimbursement for Lost Time up to 4 hours at a rate of $20.00 per hour (for a total of $80.00), which is included in the $425 cap for Ordinary Losses. *Id.* ¶ 43(b). To support the claims for Ordinary Losses, Settlement Class Members need only supply receipts or third party "documentation" evidencing the loss, though claimants need not submit documentary evidence for Lost Time claims. *Id*. ¶ 43(a)-(b). Settlement Class Members may also claim up to $3,500.00 for documented Extraordinary Losses, such as losses related to identity theft or fraud. *Id.* ¶ 43(c). These claims allow Settlement Class Members to recover for varying types of losses and damages suffered as a result of the Data Security Incident.

Third, in the alternative to a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, Settlement Class Members may claim a $50.00 Alternative Cash Payment. *Id.* ¶43(d). No proof of loss is required to elect this benefit. *Id.*

Restek will pay all claims for cash benefits provided by the Settlement (Ordinary Losses, Lost Time, Extraordinary Losses, and the Alternative Cash Payment) up to a very high cap of $210,000. *Id.* 43.

Fourth, Restek has made certain security changes in response to the Data Security Incident. *Id*. ¶44. Restek will continue these security changes and will pay for such changes separate and apart from the other settlement benefits *Id*. Altogether, these improvements will safeguard the Personal Information Restek still possesses, including the Personal Information belonging to Settlement Class members.

Fifth, Restek will pay the cost to administer the settlement, including costs associated with notifying the class and processing Settlement Class Member's claims. *Id*. ¶ 54.

A. Attorneys' Fees and Service Awards

As part of the Settlement, Defendant has agreed to not oppose an application by Settlement Class Counsel for an award of attorneys' fees and litigation costs in the amount of up to $130,000.00. S.A. ¶ 70. The Settlement Agreement also provides for a reasonable Service Award to the named Plaintiff in the amount of $2,500. *Id.* ¶ 68. The service award is meant to compensate Plaintiff for his efforts in this lawsuit, including maintaining contact with counsel, assisting in the investigation of the case, reviewing pleadings, remaining available for consultation throughout settlement negotiations, answering counsel's many questions, and reviewing the Settlement Agreement. Borrelli Decl., ¶ 9. Plaintiff will seek the Court's approval of the requested attorneys' fees, costs and Service Awards prior to the Final Fairness Hearing by way of a separate motion.

ARGUMENT

A. Legal Standards

Pennsylvania law requires courts to approve class action settlements. Pa. R. Civ. P. 1714(a). In so doing, the Pennsylvania Supreme Court has recognized that "settlements are favored in class action lawsuits." *Dauphin Deposit Bank & Tr. Co. v. Hess*, 556 Pa. 190, 197, 727 A.2d 1076, 1080 (1999); *see also* Herbert B. Newberg and Alba Conte, Newberg on Class Actions § 11.41 (3d ed. 1992) ("The compromise of complex litigation is encouraged by the courts and favored by public policy. By their very nature, because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise"). As part of approval of a class action settlement, the Court must also approve payment of attorneys' fees and expenses to class counsel and any service award to the Plaintiff.

Courts presume a settlement should be approved if plaintiffs show the parties settled at "arm's length," after "sufficient discovery" by counsel experienced in the case's issues. *Milkman v. Am. Travellers Life Ins. Co.*, No. 011925, 2002 WL 778272, at *5 (Pa. Com. Pl. Apr. 1, 2002).

In approving a requested fee, Courts evaluate numerous factors, including:

(1) the time and effort reasonably expended by the attorney in the litigation;

(2) the quality of the services rendered;

(3) the results achieved and benefits conferred upon the class or upon the public;

(4) the magnitude, complexity and uniqueness of the litigation; and

(5) whether the receipt of a fee was contingent on success.

231 Pa. Code § 1717. "[T]he order in which these factors are listed in the Rule is not in any way intended to suggest an order of priority or comparative importance in the determination of the fee." Explanatory Comment.

In addition, courts often evaluate requested fees under either the percentage-of-the-benefit approach or the lodestar approach. *See, e.g.*, *Pennsylvania Orthopaedic Soc. v. Indep. Blue Cross*, No. 0002 DEC. TERM 2002, 2004 WL 2445370, at *2 (Pa. Com. Pl. Sept. 7, 2004) (awarding $5,000,000 in fees and noting that "under the lodestar method and the percentage of recovery method the fees requested are similarly appropriate."). Under the percentage-of-the-benefit approach, a court evaluates the fee as a percentage of the overall benefit provided by the settlement, and courts typically award between 25% to one-third of the total benefit as a reasonable fee. *See, e.g.*, *id.* at *2 (awarding fee of one-third of $35 million benefit); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 303 (3d Cir. 2005), *as amended* (Feb. 25, 2005) (noting that three different studies of class actions found typical fees awarded between 25% at 31% of the benefit). The percentage-of-the-benefit approach is the preferred method. *In re Diet Drugs Prods. Liab. Litig.*, 553 F. Supp. 442, 466 (E.D. Pa. 2008).

Under the lodestar method, courts take the lodestar incurred by counsel in prosecuting the case and increase the amount by an appropriate multiplier to account for the risk of non-payment and the results achieved, with a typical multiplier being between 2.4 and 4.5. *See In re Diet Drugs Prods. Liab. Litig.*, 553 F. Supp. at 486–87 (awarding a multiplier of 2.6 and charting nine similar settlements with multipliers ranging from 2.4 to 4.5). The lodestar "calculation need entail neither mathematical precision nor bean-counting. The [trial] courts may rely on summaries submitted by the attorneys and need not review actual billing records." *In re Rite-Aid*, 396 F.3d at 306–07.

Regardless of the method or factors considered, a trial court's award of attorneys' fees is subject to an abuse-of-discretion standard of review. *In re Bridgeport Fire Litig.*, 2010 PA Super 213, 8 A.3d 1270, 1289 (2010) (citation omitted) (affirming award of $11.67 million, which represented one-third of the benefits recovered). "Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, 75 Cal. Rptr. 3d 413, 433 n.11 (2008) (quoting *Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000)).

In addition, "[a]s a matter of practice, courts routinely approve incentive awards [otherwise known as service awards] to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015) (quotation and citation omitted) (approving $2,500 service award). Studies show that the average service award is over $15,000. Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1308 (2006) (finding that the average incentive award was $15,992). And amounts from $2,500 to $20,000 are common. *See McDonough*, 80 F. Supp.

3d at 665 ($2,500 award); *Pennsylvania Orthopaedic Soc.*, 2004 WL 2445370, at *2 ($20,000 awards).

Here, the Court should approve both the requested fees and expenses award and the service award because the amounts are reasonable, agreed, and in line with amounts normally awarded.

B. The Court should approve the requested attorneys' fees and expenses payment.

First, all of the relevant factors favor approval of the requested attorneys' fees and expenses award of $130,000.00. From this amount, Class Counsel has already advanced $1,371.94 in normal litigation expenses, and there will be additional expenses as the case moves to final approval. Fee Decl., ¶ 13. This reduces the actual fee amount of this award from $130,000.00 to approximately $128,628.06. This represents a fee that is approximately 16% of the total benefits provided by the Settlement and represents a lodestar multiplier of approximately two (2) (which will continue to decrease), both metrics that are well below the amounts routinely approved by courts. *Id.* ¶ 14. In addition, all of the statutory factors favor approval.

The time and effort reasonably expended by the attorney in the litigation.

First, Class Counsel has expended significant time in this litigation, incurred expenses, and will continue to incur additional expenses and expend additional time through final approval and settlement administration. *See* Fee Decl., ¶¶ 13-14. Moreover, because the matter was contingent, Class Counsel was incentivized to only incur the expenses necessary (because their repayment was not guaranteed) but also to spend the time needed to make the litigation a success for the Class. This factor favors approval of the fee.

The quality of the services rendered.

Second, Class Counsel are experienced in class actions, having settled hundreds, including numerous data breach matters. Fee Decl. ¶ 15. Indeed, Class Counsel have developed a practice devoted to consumer protection, including data breach matters, and are experienced in assessing the issues affecting them. *Id.* And the parties' settlement tracks with data breach settlements across the country. Class Counsel were able to utilize their skills to obtain a highly valuable settlement. *Id.*

The results achieved and benefits conferred upon the class or upon the public.

Third, the results achieved and benefit conferred are exceptional, with benefits aimed at both remedying harm that has already occurred and insulating Class Members from potential future identity theft, including:

- Two years of credit monitoring and Identity Theft Restoration Services with $1 million in identity theft protection insurance per Class Member at an estimated retail value of no less than $476,280 ($9/month x 24 months x 2,205 Class Members)—aimed at protecting Class Members from future harm caused by the breach.

- Up to $3,5000 in cash payments for extraordinary losses (such as bank fees and actual fraud) that Class Members have already incurred, up to $425 per Class Member for ordinary losses (such as bank fees, phone charges, and fees for credit reports and credit monitoring) that Class Members have already incurred, plus payment for lost time spent dealing with the data breach at $20 per hour up to a maximum of 4 hours (or $80 per class member.

- A cash payment of $50, even if they have not yet experienced out of pocket losses or lost time.

These benefits will *not* be reduced by Class Counsel's fees and expenses, which are paid by Defendant in addition to the fees and expenses to counsel. Indeed, the parties and the mediator avoided any conflict between Plaintiff, Class Counsel, and the Settlement Class by bifurcating negotiations; first addressing the terms affecting the benefits to the Settlement Class and then negotiating the terms affecting Class Counsel's attorneys' fees and the service award.

The magnitude, complexity and uniqueness of the litigation.

Fourth, as with all data breach cases, this is a "complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare." *Fulton-Green*, No. CV 18-274, 2019 WL 4677954, at *8. Litigating the case "would be a time consuming and expensive process that would delay relief for class members." *Id*. And in this type of case "[t]here will always be a 'risk' or possibility of decertification." *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 321 (3d Cir. 1998). Moreover, data breach cases are "particularly risky given challenges relating to causation and damages, among other issues." *In re Wawa, Inc. Data Sec. Litig.*, No. CV 19-6019, 2022 WL 1173179, at *6 (E.D. Pa. Apr. 20, 2022); *see also Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) ("This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare"). And to proposed Class Counsel's knowledge, "no data breach case has gone to trial." Max Meglio, Note, *Embracing Insecurity: Harm Reduction Through a No-Fault Approach to Consumer Data Breach Litigation*, 61 B.C. L. REV. 1223, 1235 (2020). These factors all favor awarding the requested fee.

Whether the receipt of a fee was contingent on success.

Fifth, the final factor further supports the reasonableness of the requested fee. Class Counsel took this litigation on a 100% contingent basis. Fee Decl., ¶ 14. That means that Class Counsel invested their time in prosecuting the case and their money in advancing the necessary litigation expenses, all with no guarantee that they would receive any payment. Had the case not resulted in a verdict or settlement in favor of the Class, Class Counsel would have expended hundreds of thousands of dollars in attorney time in litigation but received no compensation, and Class Counsel would be out the significant litigation expenses they advanced. This further supports the reasonableness of the requested fee, which, again, represents a small percentage of

the overall benefits obtained and a reasonable multiplier. The Court should therefore approve the requested fees at the final approval hearing.

C. The Court should approve the requested service award.

Likewise, the Court should approve the requested service award of $2,500 to the named Plaintiff. Plaintiff was a key part of the lawsuit, without whom there would be no recovery for the thousands of other Class Members. Fee Decl. ¶ 16. Plaintiff communicated with Class Counsel in bringing the lawsuit and providing relevant facts and with evaluating the Settlement. Now that the lawsuit has resulted in benefit for the Class, the Court should recognize the efforts of Plaintiff with a $2,500 service award, which is well below amounts awarded in other litigation, and is highly reasonable. Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1308 (2006) (finding that the average incentive award was $15,992).

CONCLUSION

For the reasons above, Plaintiff requests that as part of final approval of the Settlement the Court enter the proposed Order Approving Attorneys' Fees, Expenses, and Service Award, which grants the requested relief.

Dated: November 25, 2025

By: */s/ Patrick Howard*

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Dated: November 25, 2025

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CERTIFICATE OF SERVICE

I hereby certify that, on November 25, 2025, I caused a true and correct copy of the foregoing to be filed electronically with the Court and thereby served on all counsel of record.

Dated: November 25, 2025

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