

DeNITTIS OSEFCHEN PRINCE, P.C.

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REGINA THOMPSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY, ST.
PAUL PROTECTIVE INSURANCE
COMPANY, and ABC Corporation (1-100),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L-002108-23

CIVIL ACTION

**DECLARATION OF JAMES A. BARRY IN SUPPORT OF PLAINTIFF'S MOTION
FOR ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE AWARDS**

I, James A. Barry, upon my oath certify as follows:

1. I am a partner with the law firm DeNittis Osefchen Prince, P.C. ("DOP"), counsel of record for Plaintiffs and the class in this matter. I am an attorney-at-law in the State of New Jersey, the Commonwealth of Pennsylvania, the Supreme Court of the United States, the United States Court of Appeals for the Third Circuit, the United States District Court for the District of New Jersey and the Eastern District of Pennsylvania. I respectfully submit this declaration in support of Plaintiffs' motion for attorney's fees and costs and class representative awards in the above-captioned class action.

2. I fully support the proposed settlement in the case at bar and believe it is fair, reasonable, and in the best interest of the class. The named Plaintiffs in this matter also fully support the proposed settlement.

3. I and the other attorneys in my firm have conducted extensive legal research regarding the various claims and potential defenses in this matter.

4. I and the other attorneys in my firm also have conducted an extensive investigation of the facts relating to this case, including substantial research regarding the Defendants' policies and practices and an exhaustive review of formal and informal discovery produced by Defendants.

5. I and the other attorneys in my firm have diligently prosecuted this case for approximately three years by, inter alia, thoroughly investigating Plaintiffs' claims, as well as the claims of class members; preparing and serving a class action complaint on Defendants; successfully briefing a motion to remand when this matter was removed to federal court; preparing and serving discovery on Defendants; reviewing formal and informal discovery produced by Defendants; participating in a full day of mediation followed by months of settlement negotiations; and ultimately successfully negotiating the proposed class settlement with Defendants.

6. During the pendency of this case, the parties participated in arms-length negotiations over a period of several months, as well as a full day of mediation before the Hon. Peter E. Doyme, A.J.S.C. (ret.). During settlement negotiations, Defendants produced informal discovery sufficient to identify the class members and to estimate class-wide damages.

7. I believe the foregoing has provided me with a firm basis for evaluating the risks of this case, the relative strengths and weaknesses of the parties' positions, and the reasonableness of the proposed settlement.

8. It is my opinion that, given the current state of the law and the facts which are now known regarding this action, the proposed settlement is not only fair and reasonable, but represents an excellent result for the class.

9. The parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation, and to resolve finally and completely all pending and potential claims of Plaintiffs and all members of the class.

10. Substantial arm's-length settlement negotiations have taken place between the parties.

11. Plaintiffs and their counsel recognize the costs and risks of further prosecuting this litigation, and believe that Plaintiffs' best interests, and the interests of all class members, are best served by the proposed class settlement as memorialized in the attached Settlement Agreement.

12. My firm undertook this matter entirely on a contingent basis and was responsible for advancing all costs and expenses in the prosecution of this matter. Any fees earned and reimbursement of expenses in this matter will be limited to such amounts as may be awarded by the Court.

13. To date, attorneys from my firm have performed 224.3 hours of work in this matter. 187.4 of those hours were performed by me; 22.6 of those hours were performed by my partner Joseph A. Osefchen; 14.3 of those hours were performed by my partner Stephen P. DeNittis. A copy of my firm's time and expense report is attached hereto as Exhibit A.

14. An additional 189.7 hours of work were performed by my co-counsel in this matter – 118.9 by my co-counsel Miller Shah, LLP, and 72.4 by my co-counsel Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins. See accompanying Certifications of James Shah and Michael Galpern.

15. This time does not include the attorney time that will be required from my firm through and subsequent to the final approval hearing in this matter to cover the final approval hearing, handle class member inquiries, perform various administrative duties, and resolve any potential disputes regarding the implementation of the settlement.

16. Based upon the current hourly rates charged by my firm and my co-counsel in complex matters, as approved by prior courts in class actions, the raw, unadjusted lodestar value of the time spent by class counsel on this matter through March 2026 is \$289,312.50.

17. Class Counsel has advanced all costs of litigation in prosecuting this matter. The total costs advanced by my firm as of the date of settlement in this matter was \$135 in costs. Additionally, co-counsel advanced \$9,060.94 in costs. Each of these costs were necessary for the successful prosecution and eventual settlement of this matter.

18. The current hourly rates charged by our firm for complex litigation are \$725 for Stephen P. DeNittis, \$650 for Mr. Osefchen, and \$625 for myself.

19. Over the last several years, my firm's historical hourly rates have been approved by courts in numerous class action cases, including recently: Esposito, et al. v. Cellco Partnership d/b/a Verizon Wireless, MID-L-6360-23 (Super Ct. Middlesex Co., N.J.); Viggiano v. Surety Title Co., LLC, No. CAM-L-3155-22 (Super. Ct. Camden Co., N.J.); Robey v. Trusted Settlement Services, LLC, No. GLO-L-283-22 (Super. Ct. Gloucester Co., N.J.); DeMarco v. Atlanticare Health Services, Inc., No. ATL-L-829-22 (Super. Ct. Atlantic Co., N.J.).

20. I have served in leadership positions in a number of class actions and mass torts. Such class actions, include, the following cases: Caprarola v. Wells Fargo, Docket No. CAM-L-3570-13 (Super Ct. N.J. 2015); Martinez-Santiago v. Public Storage, 1:14-cv-00302-JBS-AMD (D.N.J.); Castro v. Sovran Self Storage, Inc., 1:14-cv-06445-RBK-JS (D.N.J.) In re Experian Data Breach

Litigation, 8:15-cv-01592-AG-DFM (C.D.CA.); In re Yapstone Data Breach Litigation, 4:15-cv-04429-JSW (N.D. Cal); Dickens v. Sedgwick Claims Management, MID-L-5305-16 (Super Ct. N.J.); Morrow v. Quest Diagnostics, 2:17-cv-0948 CCC JBC (D.N.J.); Stechert v. The Travelers Home and Marine Insurance Co., 2:17-cv-000784-KSM (E.D.Pa.); Gamez v. PCS Revenue Control Systems, Inc., 2:21-cv-08991-JXN-AME (D.N.J.); In Re Physiomesh Litigation (Flexible Composite Mesh), MCL 627 (Atlantic County); In re Proceed Mesh Litigation (Proceed Surgical Mesh and Proceed Ventral Patch Hernia Mesh), MCL 630 (Atlantic County); In re Prolene Hernia System Mesh Litigation, MCL No. 633 (Atlantic County); Ogelsby v. Johnson & Johnson and Ethicon, 3:18- cv - 16079 (D.N.J.).

I also have also published on the issue of class actions in New Jersey State and Federal Court, co-authoring the Chapter entitled “New Jersey Class Actions” in the 2020 New Jersey Mass Torts & Class Actions Treatise published by the New Jersey Institute of Continuing Legal Education with the Hon. Joel Schneider, U.S.M.J. (ret.).

I have presented and/or lectured to attorneys on the following class action and/or mass tort topics at the following Continuing Legal Education seminars:

- **New Jersey Association for Justice**
Jamesburg, New Jersey – May, 2015
Compulsory Arbitration Provisions in Consumer Contracts
- **New Jersey Association for Justice**
Atlantic City, New Jersey – April, 2016
Rising Stars Panel
- **American Lawyer Media, Inc.**
Philadelphia, Pennsylvania – October 2016
The Locks Law Firm Presents The ABCs of Complex Litigation: Asbestos, Benzene, CRPS and More
- **Lightstream Communications CLE**
Bryn Mawr, Pennsylvania – April, 2017
David vs. Goliath: What Can We Learn from Class Action Lawsuits?

- **New Jersey Association for Justice**
Atlantic City, New Jersey – April, 2017
Boardwalk Seminar
 - Data Breach: Who is Looking at What?
 - TCCWNA Update
 - Forced Arbitration Update

- **HarrisMartin Publishing**
Atlanta, Georgia – November 2017
HarrisMartin’s Equifax Data Breach Litigation Conference
 - Damages

- **New Jersey Association for Justice**
Atlantic City, New Jersey – May, 2018
Boardwalk Seminar
 - TCCWNA Update

- **New Jersey State Bar Association (ICLE)**
New Brunswick, New Jersey – May, 2019
How the Latest Consumer Protection Laws Impact Your Clients and Practice
 - A look at health club cases – contracts, cancellation and other provisions

- **New Jersey Association for Justice**
Atlantic City, New Jersey – May, 2019
Boardwalk Seminar
 - Data Breach Litigation

- **New Jersey State Bar Association (ICLE)**
New Brunswick, New Jersey – October, 2019
Class Action Playbook
 - Case Selection
 - Filing Your Complaint

- **Mass Torts Made Perfect**
Las Vegas, Nevada – April, 2021
Ethicon Hernia Mesh – Key theories of Liability, and the Path to Trials in 2022

- **New Jersey Association for Justice**
Atlantic City, New Jersey - April 2023
Boardwalk Seminar
 - Data Breach and Privacy Litigation – Common Issues

- **New Jersey Association for Justice**
Atlantic City, New Jersey – May 2025
Boardwalk Seminar
 - Class Action Update

21. I have also appeared and/or argued in the following New Jersey Appellate Division and/or Supreme Court cases on issued relevant to class actions:

- Fazio v. Altice USA, 261 N.J. 90 (2025)(argued)
- Kernahan v. Home Warranty Administrator of Florida, Inc., 236 N.J. 301 (2019)(argued)
- Moore v. Atlantic County, 2018 N.J. Super Unpub. LEXIS 2064 (App. Div. Sept. 13, 2018)(argued)
- Spade v. Select Comfort, 232 N.J. 504 (2018)(argued)
- Mellett v. Aquasid, LLC, 452 N.J. Super. 23 (App. Div. 2017) cert. den. 231 N.J. 224 (2017)
- Dugan v. TGI Fridays, Inc., 231 N.J. 24 (2017)
- Roach v. BM Motoring, LLC, 228 N.J. 163 (2017)
- Morgan v. Sanford Brown Institute, 225 N.J. 289 (2016)(argued)

22. The named Plaintiffs in this matter provided substantial assistance to us throughout the case on behalf of the class. Plaintiffs initially contacted class counsel, conferred with class counsel several times, provided documents and information needed to draft the class complaints, and reviewed the class complaints to ensure accuracy. Plaintiffs also provided documents and information needed to draft discovery requests and further prosecute the case to a successful conclusion. Thus, it is my opinion that Plaintiffs are entitled to the requested incentive awards.

23. The members of the settlement class have been notified of the settlement in the manner previously approved by the Court.

24. Out of 543 class members, none have objected to the proposed class settlement, and just 1 class member has requested exclusion from the class. The opt-out and objection deadline in this matter was March 18, 2026.

25. Attached hereto as Exhibit B is a true and correct copy of the fully-executed Settlement Agreement and Modification in this matter.

26. Attached hereto as Exhibit C is a true and correct copy of the opinion Bredbenner v. Liberty Travel, Inc., 2011 U.S. Dist. LEXIS 39663, (D.N.J. 2011).

27. Attached hereto as Exhibit D is a true and correct copy of the opinion Chemi v. Champion Mortg., 2009 U.S. Dist. LEXIS 44860 (D.N.J. 2009).
28. Attached hereto as Exhibit E is a true and correct copy of the opinion In re Remeron Direct Purchaser Antitrust Litig., U.S. Dist. LEXIS 27013 (D.N.J. 2005).
29. Attached hereto as Exhibit F is a true and correct copy of the opinion Meijer, Inc. v. 3M, 2006 U.S. Dist. LEXIS 56744 (E.D. Pa. Aug. 14, 2006).
30. Attached hereto as Exhibit G is a true and correct copy of the opinion In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532 (E.D. Pa. June 2, 2004).
31. Attached hereto as Exhibit H is a true and correct copy of the opinion Elkins v. Equitable Life Ins. Co., 1998 U.S. Dist. LEXIS 1557 (M.D. Fla. Jan. 27, 1998).
32. Attached hereto as Exhibit I is a true and correct copy of the opinion Flynn-Murphy v. Jaguar Land Rover N. Am., LLC, 2025 U.S. Dist. LEXIS 268157 (D.N.J. December 31, 2025).
33. Attached hereto as Exhibit J is a true and correct copy of the opinion Cohen v. Subaru of Am., Inc., 1:20-cv-8442; Docket Entry 260 (D.N.J. Dec. 10, 2024).
34. Attached hereto as Exhibit K is a true and correct copy of the fee application in Cohen v. Subaru of Am., Inc., 1:20-cv-8442; Docket Entry 244 (D.N.J. Sept. 30, 2024).
35. Attached hereto as Exhibit L is a true and correct copy of the opinion In re Mercedes-Benz Tele Aid Contract Litig., 2011 U.S. Dist. LEXIS 101995 (D.N.J. Sept. 9, 2011).
36. Attached hereto as Exhibit M is a true and correct copy of the opinion In re Merck & Co. Vytarin ERISA Litig., 2010 U.S. Dist. LEXIS 12344 (D.N.J. Feb. 9, 2010).
37. Attached hereto as Exhibit N is a true and correct copy of the opinion Machulsky v. Lilliston Ford, Inc., 2008 N.J. Super Unpub. LEXIS 2603 (App. Div. 2008).

38. Attached hereto as Exhibit O is a true and correct copy of the order approving an incentive award in Grillo v. RCN Telecom Servs., LLC, et al., Docket No. MER-L-1319-22 (Law Div. January 26, 2023).

39. Attached hereto as Exhibit P is a true and correct copy of the order approving an incentive award in Reid v. RCN Telecom Servs., LLC, et al., MER-L-315-22 (Law Div. July 29, 2022).

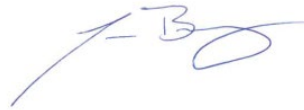
40. Attached hereto as Exhibit Q is a true and correct copy of the order approving an incentive award in Esposito v. Cellco Partnership d/b/a Verizon Wireless, MID-L-6360-23 (Law Div. April 26, 2024).

I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

Dated: April 2, 2026

Respectfully submitted,

DeNITTIS OSEFCHEN PRINCE, P.C.



James A. Barry