

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

In Re:
*Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**JOINT DECLARATION OF CHRISTIAN LEVIS AND IAN W. SLOSS
IN SUPPORT OF PLAINTIFFS' MOTIONS FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, LITIGATION COSTS AND
EXPENSES, AND SERVICE AWARDS**

We, IAN SLOSS and CHRISTIAN LEVIS, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I, Christian Levis, am a partner with the law firm of Lowey Dannenberg, P.C. ("Lowey"), which serves as Class Counsel along with Silver Golub & Teitell LLP.
2. I, Ian W. Sloss, am a partner with the law firm of Silver Golub & Teitell LLP ("SGT"), which serves as Class Counsel along with Lowey.
3. We submit this Joint Declaration in connection with Plaintiffs' (1) Motion for Final Approval of Class Action Settlement with Settling Entities Nelnet Servicing, LLC ("Nelnet"), Edfinancial Services, LLC ("Edfinancial"), and the Oklahoma Student Loan Authority ("OSLA,") and (2) Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.
4. As Class Counsel, we have overseen all material aspects of the litigation. We have personal knowledge of the following facts and if called upon to testify, we each could testify competently thereto.

I. BACKGROUND

5. Nelnet is a student loan servicing company based in Lincoln, Nebraska.

6. Nelnet provides technology services to Edfinancial and OSLA, including a website portal for Edfinancial's and OSLA's student loan borrowers to access their online loan accounts.

7. Beginning in June 2022, an unauthorized third party obtained personal information belonging to Plaintiffs and Class Members on the website portal provided by Nelnet. The process of such information being obtained by an unauthorized third-party continued until July 22, 2022 (the "Data Security Incident").

8. On or around August 26, 2022, Nelnet began publicly notifying state Attorneys General, as well as approximately 2,501,324 impacted student loan borrowers of Edfinancial and OSLA, that the borrowers' Personal Information had been compromised in the Data Security Incident. The Personal Information included student loan account registration information, including names, addresses, email addresses, phone numbers, and Social Security numbers.

9. On September 7, 2022, Lowey and SGT, on behalf of plaintiffs William Spearman, Brittni Linn, Jessica Alexander, Christopher Sangmeister, Taylor Vetta, Nichole Allocca, Kayli Lazard, and Bridget Cahill, filed a putative class action complaint against Nelnet, asserting claims arising out of the Data Security Incident. ECF No. 1.¹

10. On September 14, 2022, Lowey and SGT, on behalf of plaintiffs Pamela Bump, Melissa Charbonneau, Douglas Conley, Noah Helvey, Dallin Iler, Dustin Jones, Devinne Petersen, Justin Randall, Sofia Rodriguez, and Rachel Woods, filed a putative class action complaint against Nelnet in the U.S. District Court for the District of Nebraska, asserting claims

¹ All ECF references cite this docket, unless otherwise noted.

arising out of the Data Security Incident. *See Bump, et al. v. Nelnet Servicing, LLC*, No. 4:22-cv-03204, ECF No. 1 (D. Neb.) (“*Bump*”).

11. On September 15, 2022, Lowey and SGT, moved under 28 U.S.C. § 1407 to centralize this litigation in the District of Nebraska as a Multi-District Litigation (“MDL”) before the Judicial Panel on Multidistrict Litigation (“J.P.M.L.”). *See In re Nelnet Servicing, LLC, Customer Data Security Breach Litigation*, MDL No. 3053, ECF No. 1 (J.P.M.L.).

12. While the motion was before the J.P.M.L., on December 7, 2022, plaintiffs Ian Scott, Lesly Canales, Eric Polanco, Joshua Sanchez, and Delilah Oliveira filed a putative class action complaint against Nelnet in the U.S. District Court for the District of Nebraska, asserting claims arising out of the Data Security Incident. *See Scott, et al. v. Nelnet Servicing, LLC*, No. 4:22-cv-03259, ECF No. 1 (D. Neb.) (“*Scott*”).

13. On December 13, 2022, the J.P.M.L. denied the motion to consolidate under § 1407. That same day, Lowey and SGT, on behalf of the plaintiffs in this Action, *Bump*, and *Scott*, moved to consolidate all the related actions that were filed in or transferred to the U.S. District Court of the District of Nebraska related to the Data Security Incident.

14. While consolidation motions were pending in the District of Nebraska, Kathleen Carr initiated an action against OSLA and Nelnet in Oklahoma state court arising out of the same Data Security Incident, which was later removed to the U.S. District Court of the Western District of Oklahoma (the “Oklahoma Court”) on January 20, 2023. *See Carr v. OSLA, et al.*, No. 5:23-cv-00099-R, ECF No. 1 (W.D. Okla.) (“*Carr*”).

15. On January 30, 2023, this Court consolidated 23 cases against Nelnet and/or Edfinancial arising out of the Data Security Incident and after considering contested leadership

motions among plaintiffs' counsel. ECF No 43. The Court appointed Lowey and SGT as Interim Co-Lead Class Counsel. *Id.*

16. OSLA and Nelnet moved the *Carr* court to transfer the action to this Court on April 28, 2023. *Carr*, ECF No. 27. After briefing, the *Carr* court denied OSLA and Nelnet's transfer motion. *Carr*, ECF No. 41.

17. On March 10, 2023, Lowey and SGT filed a Consolidated Amended Class Action Complaint (the "Amended Complaint") against Nelnet and Edfinancial on behalf of 26 plaintiffs from 17 states, asserting, *inter alia*, claims arising out of the Data Security Incident for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, invasion of privacy, violations of state consumer protection and notification statutes, and declaratory and injunctive relief. ECF No. 51.

18. Plaintiff Mary Traynor, an OSLA borrower, was included in the Amended Complaint. Plaintiff Traynor served notice of her claims upon OSLA pursuant to Okla. Stat. Ann. tit. 51, § 156, *et seq.*, on or around May 8, 2023. Plaintiff Traynor's claims were denied via letter on June 9, 2023. Mayla Nelson served notice of her claims upon OSLA on October 24, 2023, and her claim was denied via letter on or around January 25, 2024.

19. On April 9, 2023, Edfinancial moved to stay the claims against it until resolution of the claims against Nelnet, to which Plaintiffs responded. ECF Nos. 60, 66.

20. On April 24, 2023, Nelnet moved to dismiss the Amended Complaint. ECF No. 64. Plaintiffs responded. The motion to dismiss was fully briefed by July 10, 2023. *See* ECF Nos. 73, 78.

21. On June 5, 2023, the Court entered an Order staying the claims against Edfinancial pending resolution of Nelnet's motion to dismiss. ECF No. 72.

22. On October 26, 2023, Plaintiffs filed a Notice of Supplemental Authority to apprise the Court of recent developments in *Carr*. ECF No. 80. Specifically, Plaintiffs advised the Court of recent opinions by the U.S. District Court for the Western District of Oklahoma in *Carr* sustaining various claims against both Nelnet and OSLA. *Id.* Emphasizing similarities between *Carr* and this Action, Plaintiffs urged the Court to sustain claims against Nelnet as well as remove the stay against Edfinancial and order it to submit a responsive pleading. *Id.*

23. On March 13, 2024, counsel for the plaintiffs in the *Carr* moved to intervene in the instant case (the “Intervenors”). ECF Nos. 83, 84. Plaintiffs and Nelnet each filed briefs opposing the proposed Intervenors’ motion, and the proposed Intervenors filed a reply brief. ECF Nos. 85, 86, 88.

24. On March 27, 2024, this Court entered an Order terminating Nelnet’s motion to dismiss, subject to reopening after resolution of the proposed Intervenors’ motion to intervene. ECF No. 87.

25. On June 18, 2024, Magistrate Judge Jacqueline M. DeLuca issued a Report and Recommendation concluding that the proposed Intervenors’ motion should be denied in part and granted in part—specifically, that the proposed Intervenors should be joined as parties to the action solely for the limited purpose of objecting to the preliminary approval of the proposed settlement on subject matter jurisdiction grounds. ECF No. 98. On July 3, 2024, this Court entered an Order adopting Magistrate Judge DeLuca’s Report and Recommendation. ECF No. 100.

26. On June 13 2024, OSLA filed motions to stay the *Carr* Action pending the Parties’ execution of the Stipulation and Agreement of Class Action Settlement. *Carr*, ECF No. 109. Plaintiffs filed a motion to intervene and to stay. *Carr*, ECF No. 110. Nelnet filed an

additional motion to stay on June 24, 2024. *Carr*, ECF No. 116. The Oklahoma Court granted Nelnet's and OSLA's motions on July 12, 2024, and stayed the *Carr* Action. *Carr*, ECF No. 135.

27. On July 12, 2024, Plaintiffs filed a Notice of Supplemental Authority to apprise this Court of an Order issued by Judge David L. Russell of the Oklahoma Court in *Carr* granting Nelnet's and OSLA's motions to stay proceedings in *Carr* filed pending resolution of the settlement proceedings in the instant case. ECF No. 102.

II. SETTLEMENT NEGOTIATIONS

28. Following briefing on Nelnet's motion to dismiss, Plaintiffs and Nelnet began discussing the potential for mediation.

29. Following these initial discussions, in November 2023, Plaintiffs and Nelnet decided they would attempt to mediate their dispute.

30. Plaintiffs and Nelnet selected the Honorable Jay C. Gandhi (Ret.), U.S. Magistrate Judge (C.D. Cal.), as a mediator. Judge Gandhi is a skilled mediator with extensive class action, privacy, and data breach experience, including overseeing the \$725 million class action settlement accusing Facebook of allowing third parties, including Cambridge Analytica, to access users' private information. *See In re: Facebook, Inc. Consumer Privacy User Profile Litigation*, MDL No. 18-md-02843-VC (N.D. Cal.).

31. In preparation for the mediation, Plaintiffs requested and received certain documents and information from Nelnet to inform their settlement discussions, including documents and information relating to the ongoing criminal investigation that would allow Plaintiffs to understand the full scope and cause of the Data Security Incident and the total number of impacted individuals.

32. On November 30, 2023, Plaintiffs and Nelnet exchanged mediation memoranda with Judge Gandhi and each other.

33. On December 1, 2023, Plaintiffs learned that Nelnet believed Edfinancial and OSLA were necessary parties to the mediation. As a result, the parties agreed to a global mediation including EdFinancial and OSLA.

34. On December 4, 2023, Plaintiffs submitted a supplemental confidential mediation memorandum to Judge Gandhi.

35. On December 8, 2023, the Parties engaged in a full day of mediation with Judge Gandhi. The parties made significant progress during this first mediation session. However, as several issues remained outstanding, the Parties agreed to reconvene later to continue negotiations.

36. On January 26, 2024, the Parties met for a second full day of mediation with Judge Gandhi. Again, the parties made significant progress, and concluded with a tentative agreement in principle as to the settlement amount, but with material issues that remained unresolved. The Parties continued their negotiations after the January 26 mediation session.

37. On January 29, 2024, counsel for the Parties jointly emailed the chambers of Magistrate Judge DeLuca and alerted the Court that a potential settlement was likely contingent on the resolution of several outstanding issues and requested a stay of the pending motion to dismiss while they continued their discussions. Thereafter, the Parties continued their discussions, which included multiple meetings and email exchanges.

38. On June 11, 2024, Plaintiffs filed a Notice of Settlement to apprise this Court that they had reached a settlement in principle with Nelnet, Edfinancial, and OSLA and that the

Parties were in the process of preparing a written settlement agreement and anticipated filing a motion for preliminary approval within 45 days. ECF No. 96.

39. The same day, Nelnet agreed to provide Plaintiffs with reasonable confirmatory discovery related to its investigation of the Data Security Incident.

40. On June 12, 2024, Plaintiffs filed a Supplemental Notice of Settlement and Intervention to apprise this Court that: (1) the Parties had executed a binding term sheet outlining the terms of the Settlement and that (2) Plaintiffs had filed a Motion to Intervene and Stay Pending Final Approval of the Settlement in Related Class Action and Memorandum of Law in Support in *Carr*. ECF No. 97. Thereafter, Plaintiffs, Nelnet, and Edfinancial jointly sought, and this Court granted, an extension of the deadline for filing a motion for preliminary approval to August 16, 2024. ECF Nos. 105, 106.

41. Plaintiffs and Class Counsel were well-informed regarding the strengths and weaknesses of Plaintiffs' claims before reaching the Settlement. Class Counsel are experienced in prosecuting class action cases, including those specifically involving data breaches and consumer privacy claims. *See* Class Counsel's firm resumes, ECF Nos. 110-6, 110-7. Prior to executing the Settlement, Plaintiffs and Class Counsel also had the benefit of information obtained through Class Counsel's investigation and analysis, as well as information and documents exchanged during the mediation process.

42. The Settling Entities were represented by skilled counsel. Nelnet, for its part, is represented by counsel from Mullen Coughlin LLC, a law firm frequently involved in data breach/data security cases. The same is true for OSLA (Cipriani and Werner) and Edfinancial (Baker & Hostetler).

43. Confirmatory discovery provided by Nelnet on a confidential basis included (1) information about the unauthorized third party who committed the Data Security Incident, (2) information regarding the root cause of the incident including the third-party's method of obtaining data, (3) copies of submissions to regulators, (4) information pertaining to an ongoing law enforcement investigation into the incident and the third-party individual, and (5) additional information consistent with the incident being committed by an individual who did not sell the data for posting to the dark web.

44. After several months of negotiations, as well as the review of confirmatory discovery, the Parties executed the Stipulation and Agreement of Class Action Settlement on August 16, 2024.

45. The Settlement Agreement² involves a structure and terms that are common in class action settlements, including data breach cases, and provides Nelnet, Edfinancial, and/or OSLA with a qualified right to terminate the Settlement if the number of Settlement Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds a certain number. Such a provision is common in large class action cases.

46. Class Counsel has strong reason to believe, based on public statements about the scope of the Data Security Incident and Nelnet's investigation, as well as information and documents exchanged during negotiations, that there are millions of geographically dispersed persons that fall within the Settlement Class definition.

III. PRELIMINARY APPROVAL

47. On August 23, 202, Plaintiffs Filed for preliminary approval. ECF Nos. 109-112.

² "Settlement Agreement" or "SA" refers to the Stipulation and Agreement of Class Action Settlement filed on August 23, 2024, and the Addendum to the Stipulation and Agreement of Class Action Settlement filed on September 26, 2025. *See* ECF Nos. 110-1, 161-1.

48. On September 11, 2024, Intervenors filed a renewed motion to intervene for the purpose of objecting to the adequacy of the Settlement, the proposed Notice Plan to the Class, and the adequacy of Lowey and SGT as Class Counsel. ECF No. 116-117. Briefing ensued from September to October 2024. ECF Nos. 118-134.

49. On October 11, 2024, Intervenors filed a motion for limited discovery aimed at obtaining Plaintiffs' confidential exchange of mediation related documents. ECF No. 135. Briefing ensued from October to November 2024. ECF Nos. 135-138.

50. On December 12, 2024, this Court issued a Memorandum and Order denying Intervenors' motion to intervene (ECF No. 116) and denying Intervenors' motion for limited discovery (ECF No. 135). ECF No. 141.

51. On March 31, 2025, the Court granted preliminary approval of the Settlement (the "Preliminary Approval Order"). ECF No. 146.

52. The Preliminary Approval Order appointed Lowey and SGT as Class Counsel. ECF No. 146. The Court also appointed A.B. Data, Ltd. to serve as Claims Administrator. *Id.*

53. Section 4.1.1. of the Stipulation and Agreement of Settlement originally required that the Parties obtain an order from the Oklahoma Court in the *Carr* Action "adopting, deferring to, or endorsing the [Nebraska] court's grant of preliminary approval." SA, ECF No. 110-1.

54. On April 3, 2025, Nelnet and OSLA moved the Oklahoma Court to adopt the Nebraska Court's Preliminary Approval Order. *Carr*, ECF Nos. 165-169.

55. Plaintiffs moved to intervene in the *Carr* Action to also request the Court adopt the Nebraska Court's Preliminary Approval Order. *Carr*, ECF No. 175.

56. On May 7, 2025, the Oklahoma Court denied Nelnet's and OSLA's motion to adopt the Nebraska Court's Preliminary Approval Order and denied Plaintiffs' motion to intervene. *Carr*, ECF No. 179.

57. On May 23, 2025, Plaintiffs again moved to intervene in the *Carr* Action to request clarification of the Oklahoma Court's May 7, 2025 Order. *Carr*, ECF No. 180.

58. On June 25, 2025, the Oklahoma Court denied Plaintiffs' intervention finding that "[t]o be clear, the Court does not adopt, defer to, endorse, or oppose the Nebraska Court's Order." *Carr*, ECF No. 184.

59. To facilitate the implementation of the proposed Settlement in light of the orders from the Oklahoma Court, Plaintiffs, Nelnet, Edfinancial, and OSLA agreed to an Addendum to the Stipulation and Agreement of Class Settlement dated August 16, 2024 ("Addendum").

60. The Addendum removed a contingency calling for approval of the Settlement in the U.S. District Court for the Western District of Oklahoma before Notice may begin.

61. On September 26, 2025, Plaintiffs filed an unopposed motion for an amended preliminary approval order incorporating the Addendum. ECF No. 161.

62. On December 4, 2025, the Court granted the motion and issued an Amended Preliminary Approval Order. ECF No. 162.

63. Pursuant to the Notice Plan and the Amended Preliminary Approval Order, A.B. Data issued notice to Class Members beginning on or around December 17, 2025.

IV. DISTRIBUTION PLAN

64. The Settlement Agreement provides that eligible Settling Class Members, upon filing a timely Settlement Claim Form, may receive from the Net Settlement Fund: (A) Credit Monitoring and Identity Theft Production and (B) either (i) reimbursement up to \$5,000.00 for

documented out-of-pocket losses resulting from the Data Security Incident and up to \$100 for time spent remedying the impact of the Data Security Incident or (2) a *pro rata* share from the remaining cash payment fund after payments are made for Credit Monitoring and Identity Theft Production and reimbursement of out-of-pocket losses and lost time.

65. Credit monitoring would be provided for two (2) years and include identity restoration service and identity theft insurance up to \$1,000,000. This credit monitoring product has an approximate retail value of \$187 per year.

66. An eligible Settling Class Member may receive a cash payment for documented out-of-pocket losses and lost time or a cash payment reflecting a *pro rata* share of the remaining cash fund, but not both. However, if a Settling Class Member that files a claim for cash payment for documented out-of-pocket losses and lost time, and that amount is less than the *pro rata* share from the remaining cash payment fund, the Settling Class Members claim will be converted to one for a *pro rata* share cash payment, and the payment amount increased accordingly.

67. Additionally, Settling Class Members who were California residents at the time of the Data Security Incident will receive a 2x multiplier on the *pro rata* share cash payment to account for the increased legal value of claims under California's data protection laws, which provide statutory damages.

68. Should the total claims exceed the total of the amount of the Net Settlement Fund, then the value of such payments will be reduced on a *pro rata* basis in reverse order of the priority assigned to the Settlement Benefits, starting with the *pro rata* share cash payment reduced first, then the cash payments for documented out-of-pocket losses and lost time, and finally Credit Monitoring and Identity Theft Production.

V. **CLASS COUNSEL'S FEE AND EXPENSE APPLICATION**

69. As Class Counsel's firm résumés (*see* ECF Nos. 110-6, 110-7) demonstrate, Class Counsel are skilled and accomplished litigators in the complex litigation, class action, and data breach and data privacy litigation fields with successful track records in some of the largest class actions throughout the country.

70. Class Counsel worked cooperatively to avoid duplication. Class Counsel coordinated case strategy and delegated assignments amongst themselves. Class Counsel bore the risk of litigating and funding this Action entirely on a contingent basis.

71. Class Counsel devoted substantial attorney and staff time and committed significant resources towards this Action for the benefit of the Settlement Class. The expenditure of these hours and other litigation costs were reasonably necessary to effectively litigate the Action.

72. In addition to Class Counsel, Lockridge Grindal Nauen PLLP ("Lockridge") also expended time prosecuting the case on behalf of their client, Plaintiff and Class Representative Garner J. Kohrell.

73. Class Counsel's and Lockridge's efforts in this Action are described in their separate individual declarations in support of the Fee and Expense Application. *See, e.g.*, (1) Declaration of Christian Levis on Behalf of Lowey Dannenberg, P.C. in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards; (2) the Declaration of Ian W. Sloss on Behalf of Silver Golub & Teitell LLP in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards; (3) the Declaration of Kate M. Baxter-Kauf on Behalf of Lockridge Grindal Nauen PLLP in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards; (4)

the Declaration of William B. Federman in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards; and (5) the Declaration of Jeana L. Goosmann on Behalf of Goosmann Law Firm, PLC in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards—attached to this Declaration respectively as Exhibits A – E.

A. Attorneys' Fees

Firm Name	Hours	Lodestar
Lowey Dannenberg, P.C.	1,951.8	\$1,998,644.50
Silver Golub & Teitell LLP	1,488.7	\$1,208,750.00
Lockridge Grindal Nauen PLLP	145.8	\$132,600.00
Federman Sherwood	1,044.3	\$783,917.50
Goosmann Law Firm, PLC	191.8	\$85,284.50
TOTAL:	4,822.4	\$4,209,196.50

74. Using current rates, Class Counsel's, Lockridge's, Federman Sherwood's, and Goosmann's collective base lodestar is \$4,209,196.50 resulting in a negative multiplier of approximately 0.79 which is within the range of approval in this Circuit and thus supports the reasonableness of the requested fee award.

75. Class Members were informed in the Long Form Notice, which is available for download on the settlement website (<https://nelnetsettlement.com>), that Class Counsel would seek attorneys' fees not to exceed one-third of the Settlement Fund. *See* Long Form Notice (ECF Nos. 110-4, 161-4). To date there have been zero objections as to Class Counsel's Fee Application.

B. Expenses

76. The following chart summarizes the total out-of-pocket expenses of each firm, as set forth in more detail in the separate firm declarations. *See* Exhibits A – E.

Firm Name	Amount
Lowey Dannenberg, P.C.	\$27,942.36
Silver Golub & Teitell LLP	\$20,872.36
Lockridge Grindal Nauen PLLP	\$3,672.90
Federman Sherwood	\$57,907.16
Goosmann Law Firm, PLC	\$0.00
TOTAL:	\$110,394.78

77. Combined, Class Counsel, Lockridge, Federman Sherwood, and Goosmann spent \$110,394.78 in out-of-pocket expenses devoted to pursuing claims on behalf of Plaintiff and other Class Members. These expenses were reasonably necessary to advance the interests of the Class and achieve the favorable result. *See* Exhibits A – E. These expenses represent approximately 1.10% of the Settlement Fund.

78. Class Members were informed in the Long Form Notice that Class Counsel would seek reimbursement of litigation-related expenses of not more than \$65,000. *See* Long Form Notice (ECF Nos. 110-4, 161-4). To date there have been zero objections as to Class Counsel's Expense Application. As such, Class Counsel limits its request to \$65,000.

VI. PLAINTIFFS' REQUEST FOR SERVICE AWARDS

79. Plaintiffs apply for a Service Awards for \$1,500 for each of the 27 Class Representatives.

80. The proposed Class Representatives have been active participants in this case and undertook substantial work and litigation risk throughout this Action. They spent substantial time and effort reviewing materials and filings in support of their claims (protecting the Class's interests in the process). The Class Representatives have stayed informed about this litigation. Class Representatives have no conflicts of interest with other Settlement Class Members, are not subject to unique defenses, and have vigorously prosecuted this case on behalf of the Settlement

Class. Accordingly, Service Awards of \$1,500 to each Class Representative are reasonable given their efforts on behalf of the Settlement Class.

81. Class Members were informed in the Long Form Notice, that Plaintiffs would apply for Service Awards not to exceed \$1,500 for each named Plaintiff, for a total of forty \$40,500. *See* Long Form Notice (ECF Nos. 110-4, 161-4). To date there have been zero objections to the Service Awards.

VII. EXHIBITS

82. Attached hereto as **Exhibit A** is a true and correct copy of the Declaration of Christian Levis on Behalf of Lowey Dannenberg, P.C. in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

83. Attached hereto as **Exhibit B** is a true and correct copy of the Declaration of Ian W. Sloss on Behalf of Silver Golub & Teitell LLP in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

84. Attached hereto as **Exhibit C** is a true and correct copy of the Declaration of Kate M. Baxter-Kauf on Behalf of Lockridge Grindal Nauen PLLP in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

85. Attached hereto as **Exhibit D** is a true and correct copy of the Declaration of William B. Federman of Federman Sherwood in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

86. Attached hereto as **Exhibit E** is a true and correct copy of the Declaration of Jeana L. Goosmann on Behalf of Goosmann Law Firm, PLC in Support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 19th day of February, 2026, in White Plains, New York.

/s/Christian Levis
Christian Levis

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 19th day of February, 2026, in Stamford, Connecticut.

/s/ Ian W. Sloss
Ian W. Sloss

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

In Re:
*Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF CHRISTIAN LEVIS ON BEHALF OF LOWEY DANNENBERG,
P.C. IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION
COSTS AND EXPENSES, AND SERVICE AWARDS**

I, Christian Levis, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a member of the Bar of this Court and a partner with the law firm of Lowey Dannenberg, P.C. ("Lowey"), which serves as Class Counsel in this Action along with Silver Golub & Teitell LLP ("SGT").

2. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

3. The statements herein are true to the best of my personal knowledge, information and belief based on Lowey's books and records and information received from its attorneys and staff. I have personal knowledge of the following facts and if called upon to testify, I could testify competently thereto.

4. I am the partner who oversaw my firm's involvement in the Action. Lowey provided its services on a wholly contingent basis. The fees and unreimbursed expenses described herein have not been paid from any source and have not been subject to any prior request, or prior award, in any litigation or other proceeding.

5. During this litigation, and as detailed herein, Lowey coordinated with SGT to divide work amongst the firms in an efficient and effective manner. Lowey's time and expense 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.

6. The time reflected in Lowey's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action.

7. Set forth below in ¶ 11 is a summary reflecting the amount of time that Lowey attorneys and professional staff worked on the Action from inception (September 1, 2022) through January 31, 2026, and the corresponding lodestar value of that work.

8. The schedule in ¶ 11 was prepared based upon daily time records maintained by Lowey attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates. These rates are customary rates and representative of metro-New York City legal market. The hourly rates used in the lodestar calculation are the same rates Lowey charges clients in non-contingent matters. This includes data privacy matters where Lowey attorneys, including myself and Partner Amanda G. Fiorilla, advise companies on complex regulatory and compliance issues concerning various state and federal data privacy laws. For personnel no longer employed by Lowey, the lodestar calculation is based on the final billing rate of such personnel during his or her time of employment.

A. Work Performed by Lowey

9. The services Lowey performed on behalf of the putative class include, but are not limited to, the following: (1) investigating the underlying facts and claims; (2) researching the

applicable law with respect to the claims in the Action and the potential defenses thereto, including briefing the motion to dismiss; (3) party discovery, including reviewing and analyzing confidentially produced documents; (4) meeting and conferring with Settling Entities on numerous occasions regarding discovery and case administration; (5) engaging in extensive settlement discussions with Settling Entities' counsel; (6) participating in two settlement mediations with Settling Entities including drafting mediation briefs, reviewing Settling Entities' mediation briefs, and exchanging settlement demands and counter demands during the mediation; (7) negotiating and drafting the Stipulation and Agreement of Class Action Settlement and its supporting exhibits and the Addendum to the Stipulation and Agreement of Class Action Settlement as well as drafting the preliminary approval motion; (8) collaborating with the Claims Administrator to develop a fair and robust Notice Plan; (9) researching and drafting multiple motions regarding the *Carr* plaintiffs' attempts to intervene, obtain discovery, and potentially objecting to the Settlement; (10) researching, reviewing, and drafting motion papers in support of the preliminary approval of the Settlement and defending against multiple motions to intervene; and (11) communicating with numerous Class Members concerning the Settlement and the Settlement Claim Form.

10. In addition, our firm drafted, revised, and finalized this Motion and the Motion for Final Approval of Class Action Settlement, will attend the Fairness Hearing, and will assist in supervising the Claims Administrator's distribution of the Settlement Fund, all of which will require a further significant expenditure of time not reflected in the lodestar presented.

B. Attorneys' Fees

11. Lowey's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorney Name	Rate	Hours	Lodestar
Anthony Christina (SA)	\$895.00	784.80	\$702,396.00
Sitso Bediako (P)	\$1,395.00	252.10	\$351,679.50
Christian Levis (P)	\$1,395.00	245.10	\$341,914.50
Amanda Fiorilla (P)	\$1,395.00	135.90	\$189,580.50
Johnathan Seredynski (SA)	\$775.00	145.10	\$112,452.50
Yuanchen Lu (A)	\$725.00	77.40	\$56,115.00
Geoffrey Horn (S)	\$1,795.00	30.90	\$55,465.50
Radhika Gupta (A)	\$895.00	44.50	\$39,827.50
Christopher DeVivo (A)	\$490.00	75.00	\$36,750.00
Rachel Kesten (A)	\$725.00	46.80	\$33,930.00
Katherine Boyd (A)	\$675.00	46.50	\$ 31,387.50
Frank Strangeman (SA)	\$995.00	19.10	\$19,004.50
Sylvie Bourassa (A)	\$675.00	16.50	\$11,137.50
Scott Papp (SA)	\$830.00	8.10	\$6,723.00
Peyton Woodward (A)	\$725.00	2.80	\$2,030.00
Myra Fromholz (PL)	\$395.00	4.10	\$1,619.50
Nicholas (Nick) Alicata (A)	\$675.00	2.10	\$1,417.50
Greg Santiago (PL)	\$270.00	5.00	\$1,350.00
Delaram Rezaeikhonakdar (A)	\$590.00	2.20	\$1,298.00
Stephen Fay (PL)	\$250.00	5.00	\$1,250.00
Alicia Winfield (PL)	\$470.00	1.40	\$658.00
Katherine Vogel (PL)	\$470.00	1.40	\$658.00
TOTAL:		1,951.8	\$1,998,644.50

Key:

S=Shareholder, P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal

12. Lowey attorneys dedicated 1,951.8 hours to the prosecution of the Action from inception (September 1, 2022) through January 31, 2026.

13. The lodestar amount for the attorney time based on my firm's current rates is \$1,998,644.50.

14. Lowey's rates have been deemed reasonable by courts in several jurisdictions. *See, e.g., Lopez v. Apple, Inc.*, No. 4:19-cv-04577 (N.D. Cal.), ECF No. 354-1 (May 28, 2025) (data privacy class action; application reporting rates between \$1,650 for partners and \$430 for associates), ECF Nos. 425, 429 (October 14, 16, 205) (granting final approval and fees); *In re: NCB Management Services, Inc. Data Breach Litigation*, No. 2:23-cv-01236 (E.D. Pa.), ECF

No. 135-4 (August 12, 2025) (data breach class action; application reporting rates between \$1,650 for partners and \$590 for associates), ECF Nos. 141 (September 29, 2025) (granting final approval and fees); *Rand v. The Travelers Indemnity Company*, Case No. No. 7:21-cv-10744-VB-VR (S.D.N.Y.), ECF No. 165-1 (data breach class action; application reporting rates between \$1,500 for partners and \$490 for associates), ECF No. 174 (Feb. 5, 2025) (granting final approval and fees).

C. Expenses

15. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's 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. The below schedule was prepared based upon expense records reflected in Lowey's books and records. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

17. As detailed and categorized in the below schedule, Lowey has incurred a total of \$27,942.36 in expenses from September 30, 2022 to January 31, 2026, for which it seeks reimbursement.

Category	Amount
Photocopying/Reproduction (In-House)	\$5,674.90
E-Discovery/Document Production/Hosting	\$300.00
Court Fees	\$972.00
Mediation	\$17,712.50
Data/Legal Research	\$2,651.93
Postage/FedEx	\$631.03
TOTAL:	\$27,942.36

* * * *

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

Executed on February 19, 2026
White Plains, New York

/s/ Christian Levis
Christian Levis

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

In Re:
*Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF IAN W. SLOSS ON BEHALF OF SILVER GOLUB & TEITELL
LLP IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION
COSTS AND EXPENSES, AND SERVICE AWARDS**

I, Ian W. Sloss, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a member of the Bar of this Court and a partner with the law firm of Silver Golub & Teitell LLP ("SGT"), which serves as Class Counsel in this Action along with Lowey Dannenberg, P.C. ("Lowey").

2. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

3. The statements herein are true to the best of my personal knowledge, information and belief based on SGT's books and records and information received from its attorneys and staff. I have personal knowledge of the following facts and if called upon to testify, I could testify competently thereto.

4. I am the partner who oversaw my firm's involvement in the Action. SGT provided its services on a wholly contingent basis. The fees and unreimbursed expenses described herein have not been paid from any source and have not been subject to any prior request, or prior award, in any litigation or other proceeding.

5. During this litigation, and as detailed herein, SGT coordinated with Lowey to divide work amongst the firms in an efficient and effective manner. SGT's time and expense 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.

6. The time reflected in SGT's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action.

7. Set forth below in ¶ 11 is a summary reflecting the amount of time that SGT attorneys and professional staff worked on the Action from inception (September 1, 2022) through January 31, 2026, and the corresponding lodestar value of that work.

8. The schedule in ¶ 11 was prepared based upon daily time records maintained by SGT attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates. These rates are customary rates and representative of Stamford, Connecticut legal market. For personnel no longer employed by SGT, the lodestar calculation is based on the final billing rate of such personnel during his or her time of employment.

A. Work Performed by SGT

9. The services SGT performed on behalf of the putative class include, but are not limited to, the following: (1) investigating the underlying facts and claims; (2) researching the applicable law with respect to the claims in the Action and the potential defenses thereto, including briefing the motion to dismiss; (3) party discovery, including reviewing and analyzing confidentially produced documents; (4) meeting and conferring with Settling Entities on numerous occasions regarding discovery and case administration; (5) engaging in extensive

settlement discussions with Settling Entities' counsel; (6) participating in two settlement mediations with Settling Entities, including drafting mediation briefs, reviewing Settling Entities' mediation briefs, and exchanging settlement demands and counter demands during the mediation; (7) negotiating and drafting the Stipulation and Agreement of Class Action Settlement and its supporting exhibits and the Addendum to the Stipulation and Agreement of Class Action Settlement; (8) collaborating with the Claims Administrator to develop a fair and robust Notice program; (9) researching and drafting multiple motions regarding the *Carr* plaintiffs' attempts to intervene, obtain discovery, and potentially object to the Settlement; (10) researching, reviewing, and drafting motion papers in support of the preliminary approval of the Settlement and defending against multiple motions to intervene; (11) communicating throughout the litigation and settlement process with Plaintiffs; (12) communicating with numerous Class Members concerning the Settlement and the Settlement Claim Form.

10. In addition, our firm participated in the drafting, revising, and finalizing of this Motion and the Motion for Final Approval of Class Action Settlement, will attend the Fairness Hearing, and will assist in supervising the Claims Administrator's distribution of the Settlement Fund, all of which will require a further significant expenditure of time not reflected in the lodestar presented.

B. Attorneys' Fees

11. SGT's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorney Name	Rate	Hours	Lodestar
Ian Sloss (P)	\$1,050.00	417.3	\$438,165.00
John Seredynski (P)	\$ 950.00	281	\$266,950.00
Krystyna Gancoss (A)	\$ 700.00	248.8	\$174,160.00
Zachary Rynar (A)	\$ 675.00	236.2	\$159,435.00

Kate Sayed (A)	\$ 600.00	155.4	\$93,240.00
Samantha Blend (A)	\$550.00	36	\$19,800.00
Brett Burgs (A)	\$500.00	114	\$57,000.00
TOTAL:		1,488.7	\$1,208,750.00

Key: S=Shareholder, P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal

12. SGT attorneys dedicated 1,488.7 hours to the prosecution of the Action from inception (September 1, 2022) through January 31, 2026.

13. The lodestar amount for the attorney time based on my firm's current rates is \$1,208,750.00.

14. SGT's rates have been deemed reasonable by courts in several jurisdictions. *See, e.g., Hubbard, et al. v. Google, LLC et al*, Case No. 5:19-CV-07016 (N.D. Cal.) (ECF No. 347); *Knox County Retirement & Pension Board, et al. v. Allianz Global Investors U.S., LLC et al.*, Index No. 651233/2021, Sup. Ct., N.Y. County (Hon. Andrew Borrock) (NYSCEF Doc. No(s). 95-99); and *Borozny et al. v. RTX Corporation et al.*, Case No. 3:21-cv-1657-SVN (D. Conn.) (ECF No. 1002).

C. Expenses

15. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's 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. The below schedule was prepared based upon expense records reflected in SGT's books and records. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

17. As detailed and categorized in the below schedule, SGT has incurred a total of \$20,872.36 in expenses from September 1, 2022 to January 31, 2026, for which it seeks reimbursement.

Category	Amount
Court Fees	\$188.00
Data/Legal Research	\$27.70
E-Discovery/Document Production/Hosting	\$2,388.81
Mediation	\$18,267.85
TOTAL:	\$20,872.36

* * * *

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

Executed on February 19, 2026
Stamford, Connecticut

/s/ Ian W. Sloss
Ian W. Sloss

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

In Re:
*Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF KATE M. BAXTER-KAUF ON BEHALF OF LOCKRIDGE
GRINDAL NAUEN PLLP IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES, LITIGATION COSTS AND EXPENSES, AND SERVICE AWARDS**

I, Kate M. Baxter-Kauf, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a partner with the law firm of Lockridge Grindal Nauen PLLP ("Lockridge") and serve as counsel to Plaintiff and Class Representative Garner J. Kohrell.

2. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

3. The statements herein are true to the best of my personal knowledge, information and belief based on Lockridge's books and records and information received from its attorneys and staff. I have personal knowledge of the following facts and if called upon to testify, I could testify competently thereto.

4. I am the partner who oversaw my firm's involvement in the Action. Lockridge provided its services on a wholly contingent basis. The fees and unreimbursed expenses described herein have not been paid from any source and have not been subject to any prior request, or prior award, in any litigation or other proceeding.

5. During this litigation, and as detailed herein, Lockridge coordinated with Class Counsel at Lowey Dannenberg, P.C. and Silver Golub & Teitell LLP to work in an efficient and

effective manner. Lockridge's time and expense 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.

6. The time reflected in Lockridge's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action.

7. Set forth below in ¶ 10 is a summary reflecting the amount of time that Lockridge attorneys and professional staff worked on the Action from Inception (September 1, 2022) through January 31, 2026, and the corresponding lodestar value of that work.

8. The schedule in ¶ 10 was prepared based upon daily time records maintained by Lockridge attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates. The hourly rates used in the lodestar calculation are the same rates Lockridge charges clients in non-discounted non-contingent matters. These rates are customary rates and representative of Minneapolis, Minnesota legal market. For personnel no longer employed by Lockridge, the lodestar calculation is based on the final billing rate of such personnel during his or her time of employment.

A. Work Performed by Lockridge

9. The services Lockridge performed on behalf of the putative class include, but are not limited to, the following: (1) investigated the underlying facts and claims; (2) researched the applicable law with respect to the claims in the Action and the potential defenses thereto; (3) engaged in party discovery, including reviewing and analyzing confidentially produced documents; and (4) communicated throughout the litigation and settlement process with Plaintiffs.

B. Attorneys' Fees

10. Lockridge's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorney Name	Rate	Hours	Lodestar
Richard A. Lockridge (P)	\$1,325	1.50	\$1,987.50
Karen H. Riebel (P)	\$1,325	8.50	\$11,262.50
Kate M. Baxter-Kauf (P)	\$1,150	57.50	\$66,125.00
Maureen Kane Berg (P)	\$1,150	1.30	\$1,495.00
Leona B. Ajavon (A)	\$690	69.30	\$47,817.00
Carey R. Johnson (PL)	\$510	1.70	\$867.00
Amber M. Raak (PL)	\$510	4.60	\$2,346.00
Elizabeth A. Schindler (PL)	\$500	1.40	\$700.00
TOTAL:		145.8	\$132,600.00

Key:

S=Shareholder, P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal

11. Lockridge attorneys dedicated 145.8 hours to the prosecution of the Action from Inception (September 1, 2022) through January 31, 2026.

12. The lodestar amount for the attorney time based on my firm's current rates is \$132,600.00.

13. Lockridge's rates have been deemed reasonable by courts in several jurisdictions. *See, e.g., Othart Dairy Farms, LLC v. Dairy Farmers of Am., Inc.*, No. 2:22-CV-00251 SMD/DLM, 2025 WL 3158077, at *3 (D.N.M. Nov. 12, 2025) (antitrust case, granting percentage of the fund and finding hourly rates crosscheck reasonable); *In re Peanut Farmers Antitrust Litig.*, No. 2:19-CV-00463, 2021 WL 9494033, at *7 (E.D. Va. Aug. 10, 2021) (same); *In re Centurylink Sales Pracs. & Sec. Litig.*, No. CV 18-296 (MJD/KMM), 2021 WL 3080960, at *10 (D. Minn. July 21, 2021); *Vill. Bank v. Caribou Coffee Co., Inc.*, No. 19-CV-1640 (JNE/HB), 2020 WL 13558795, at *6 (D. Minn. Dec. 1, 2020) (data breach case, granting final approval and fees as reasonable).

C. Expenses

14. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's 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).

15. The below schedule was prepared based upon expense records reflected in Lockridge's books and records. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

16. As detailed and categorized in the below schedule, Lockridge has incurred a total of \$3,672.90 in expenses from September 1, 2022 to January 31, 2026, for which it seeks reimbursement.

Category	Amount
Data/Legal Research	\$1,364.85
Postage/FedEx	\$19.80
Travel	\$1,564.20
Filing Fees	\$716.30
Litigation Support	\$7.75
TOTAL:	\$3,672.90

* * * *

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

Executed on February 19, 2026
Minneapolis, Minnesota

/s/ Kate M. Baxter-Kauf
Kate M. Baxter-Kauf

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

In Re:
*Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF WILLIAM B. FEDERMAN ON BEHALF OF FEDERMAN
SHERWOOD IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES,
LITIGATION COSTS AND EXPENSES, AND SERVICE AWARDS**

I, William B. Federman, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a partner with the law firm of Federman Sherwood ("F&S") and serve as counsel to Intervenor Kathleen Carr, Keegan Killory, and Kelsie Powell.

2. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

3. The statements herein are true to the best of my personal knowledge, information and belief based on F&S's books and records and information received from its attorneys and staff. I have personal knowledge of the following facts and if called upon to testify, I could testify competently thereto.

4. I am the partner who oversaw my firm's involvement in the Action. F&S provided its services on a wholly contingent basis. The fees and unreimbursed expenses described herein have not been paid from any source and have not been subject to any prior request, or prior award, in any litigation or other proceeding.

5. F&S's time and expense 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.

6. The time reflected in F&S's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action.

7. Set forth below in ¶ 10 is a summary reflecting the amount of time that F&S attorneys and professional staff worked on the Action from inception (August 31, 2022) through February 13, 2026, and the corresponding lodestar value of that work.

8. The schedule in ¶ 10 was prepared based upon daily time records maintained by F&S attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates. The hourly rates Class Counsel utilized in this matter are in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation. For personnel no longer employed by F&S, the lodestar calculation is based on the final billing rate of such personnel during his or her time of employment.

A. Work Performed by F&S

9. The services F&S performed on behalf of the putative class include, but are not limited to, the following: (1) investigating the underlying facts and claims; (2) researching the applicable law with respect to the claims in the Action and the potential defenses thereto; (3) vetting potential named plaintiffs; (3) fully briefing and survived multiple motions to dismiss; (4) engaging in formal discovery, including reviewing and analyzing thousands of pages of confidentially produced documents; (5) meeting and conferring with Defendants on numerous occasions; (6) preparing for an taking multiple depositions; (7) preparing and obtaining motions

to compel discovery in favor the Class; (8) engaging cyber security experts and potential expert witnesses; (9) reviewing information and discussing findings from cyber security experts; and (10) reviewing and finalizing the Settlement documents.

B. Attorneys' Fees

10. F&S's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

In Re: Data Security Cases Against NELNET SERVICING, LLC, Case No. 4:22-cv-3191 (D. Neb.)

Attorney Name	Rate	Hours	Lodestar
William B. Federman (P)	\$1,250.00	109.9	\$137,375.00
Kennedy Brian (SA)	\$650.00	50.3	\$32,695.00
Jessica A. Wilkes (SA)	\$675.00	4.2	\$2,835.00
Brooke Murphy (SA)	\$500.00	5.3	\$2,650.00
Tashia Poore (PL)	\$350.00	0.9	\$315.00
Tiffany Pientner	\$350.00	2.1	\$735.00
Lacrista Bagley (PL)	\$300.00	26.7	\$8,010.00
Frandeline Traylor (LA)	\$350.00	3.7	\$1,295.00
TOTAL:		203.1	\$185,910.00

Carr, et al., v. Oklahoma Student Loan Authority, et al., Case No. 5:23-cv-00099-R (W.D. Okla.)

Attorney Name	Rate	Hours	Lodestar
William B. Federman (P)	\$1,250.00	133.2	\$166,500.00
Kennedy Brian (SA)	\$650.00	534.3	\$347,295.00
Jessica A. Wilkes (SA)	\$675.00	43.9	\$29,632.50
Jonathan Herrera (A)	\$600.00	6.0	\$3,600.00
Alex Ephraim (A)	\$500.00	66.7	\$33,350.00
Tashia Poore (PL)	\$350.00	3.9	\$1,365.00
Tiffany Pientner	\$350.00	1.1	\$385.00
Lacrista Bagley (PL)	\$300.00	47.1	\$14,130.00
Frandeline Traylor (LA)	\$350.00	5.0	\$1,750.00
TOTAL:		841.2	\$598,007.50

Key:

S=Shareholder, P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal; LA =Legal Assistant

11. F&S attorneys dedicated 1,044.3 hours to the prosecution of the Action from inception (August 31, 2022) through February 13, 2026.

12. The lodestar amount for the attorney time based on my firm's current rates is \$783,917.50

13. F&S's rates have been deemed reasonable by courts in several jurisdictions. *See, e.g., Bingaman v. Avem Health Partners, Inc.*, No. CIV-23-130-SLP, ECF No. 67 (W.D. Okla) (approving Federman & Sherwood's billing rates in similar data privacy class action); *Granado v. Sandridge Energy, Inc.*, No. 5:22-cv-00516, ECF No. 48 (W.D. Okla. Aug. 16, 2024) (same); *In re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litig.*, No. 3:23-cv-04089, ECF Nos. 68, 74 (N.D. Cal.) (same); *Sauray v. Arden Claims Service LLC*, Index No. 609033/2024 (Sup. Ct. N.Y., Nassau County) (same); *Douglas, et al., v. PurFoods, LLC*, No. 4:23-cv-00332-RGE-SBJ, ECF No. 76 (S.D. Iowa) (same); *Denwood, et al. v. Peachtree Orthopaedic Clinic, P.A.*, File No. 23-CV-1234-3 (Sup. Ct. Forsyth Cnty. Ga.).

C. Expenses

14. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's 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).

15. The below schedule was prepared based upon expense records reflected in F&S's books and records. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

16. As detailed and categorized in the below schedule, F&S has incurred a total of \$57,907.16 in expenses from August 31, 2022 to February 13, 2026, for which it seeks reimbursement.

In Re: Data Security Cases Against NELNET SERVICING, LLC, Case No. 4:22-cv-3191 (D. Neb.)

EXPENSE	COST
Airfare	\$590.58
Conference Call	\$9.79
Copies	\$1,619.25
Filing Fees	\$638.14
Hotel	\$1,688.68
Legal Notice	\$550.00
Meals	\$203.85
Mileage	\$13.20
Pacer	\$382.47
Parking	\$81.00
Postage	\$68.59
Taxi	\$62.26
Westlaw	\$1,415.69
TOTAL	\$7,323.50

Carr, et al., v. Oklahoma Student Loan Authority, et al., Case No. 5:23-cv-00099-R (W.D. Okla.)

EXPENSE	COST
Airfare	\$462.97
Conference Call	\$62.13
Copies	\$1,752.25
Deposition	\$1,533.61
Expert Fees	\$22,832.00
Hotel	\$140.88
Legal Research (Avansic)	\$9,200.25
Mileage	\$33.50
Pacer	\$425.37
Parking	\$4.00
Postage	\$120.93
Service of Process	\$1,670.70
Sharefile	\$11.00
Taxi	\$59.99
Transcripts	\$1,308.61

Westlaw	\$10,506.21
Witness Fee	\$459.26
TOTAL	\$50,583.66

* * * *

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

Executed on February 19, 2026
Oklahoma City, Oklahoma

/s/ William B. Federman
William B. Federman

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

*In Re:
Data Security Cases Against NELNET
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF JEANA L. GOOSMANN ON BEHALF OF GOOSMANN
LAW FIRM, PLC IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES, LITIGATION COSTS AND EXPENSES, AND SERVICE AWARDS**

I, Jeana L. Goosmann, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am the Chief Executive Officer and a litigation shareholder of Goosmann Law Firm, PLC ("Goosmann"). Goosmann served as Nebraska local counsel for Plaintiff in the above-captioned Action.

2. I have twenty-three (23) years of experience practicing law, including extensive experience litigating complex matters in federal court. I am admitted to practice before the United States District Court for the District of Nebraska and regularly appear in federal litigation matters.

3. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Litigation Costs and Expenses, and Service Awards.

4. The statements herein are true to the best of my personal knowledge, information, and belief based on Goosmann's books and records and information received from its attorneys and staff. If called upon to testify, I could and would testify competently thereto.

5. Goosmann served as Nebraska local counsel and coordinated with Class Counsel throughout the litigation. Goosmann provided its services on a wholly contingent basis. The fees described herein have not been paid from any source and have not been subject to any prior request or award in this or any other proceeding.

6. Goosmann maintained contemporaneous daily time records in the ordinary course of business. Those records were reviewed to confirm the accuracy of the entries and the necessity and reasonableness of the time expended in this litigation. No block billing was used, and time was recorded in detailed increments reflecting specific tasks performed.

A. Work Performed by Goosmann Law Firm

7. As Nebraska local counsel, Goosmann's services included advising lead counsel regarding Nebraska federal practice and procedure; reviewing pleadings and filings for compliance with local rules; filing documents and managing ECF procedures; participating in strategic case conferences; and assisting with procedural and case administration matters.

8. The total hours expended were modest and proportionate to Goosmann's role as local counsel and reflect the exercise of billing judgment to avoid duplication of work performed by lead counsel.

B. Qualifications of Timekeepers

9. Jeana L. Goosmann is a litigation attorney with twenty-three (23) years of experience, including substantial federal court litigation experience.

10. Joel Carney is a litigation partner with twenty-four (24) years of experience representing clients in Nebraska civil litigation matters.

11. Nicole Johnston and Kari Franzen are experienced paralegals who provided litigation support services in connection with Goosmann's role as local counsel.

C. Attorneys' Fees

12. From September 7, 2022 through December 29, 2025, Goosmann attorneys and professional staff dedicated 191.8 hours to the Action.

13. The lodestar amount based on the firm's hourly billing rates during the litigation is \$85,284.50.

14. The hourly rates reflected below are the firm's current rates. These rates are consistent with, and in many instances below, prevailing market rates in Nebraska for attorneys and paralegals of comparable experience and skill. Notably, the rates applied are below Goosmann's current 2026 private client billing rates.

15. The time expended was reasonable and necessary and reflects the exercise of billing judgment.

Timekeeper	Rate(s) Applied	Hours	Lodestar
Jeana L. Goosmann (P)	\$530.00	98.3	\$52,099.00
Joel Carney (P)	\$410.00	72.5	\$29,725.00
Nicole Johnston (PL)	\$165.00	20.1	\$3,316.50
Kari Franzen (PL)	\$160.00	0.9	\$144.00
TOTAL		191.8	\$85,284.50

Key: S=Shareholder, P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal

D. Reasonableness Under Eighth Circuit Standards

16. In evaluating the reasonableness of the requested fees, courts consider factors including the time and labor required; the novelty and difficulty of the questions involved; the skill required to perform the legal service properly; the customary fee; the

experience, reputation, and ability of the attorneys; the contingent nature of the representation; and the results obtained.

17. Each of these factors supports the reasonableness of the fees requested here. The matter involved complex federal litigation, required experienced federal practitioners to ensure compliance with procedural requirements, and was handled on a wholly contingent basis.

18. The rates charged are comparable to or below those approved in other complex federal litigation matters in Nebraska and below counsel's current private client rates. The total hours expended were reasonable, efficient, and free from duplication.

E. Expenses

19. Goosmann did not incur separate reimbursable litigation expenses beyond ordinary firm overhead in connection with its role as local counsel.

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

Executed on February 18, 2026
Omaha, Nebraska

/s/ Jeana L. Goosmann
Jeana L. Goosmann