

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

**ADAM SCHROEDER**, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

**M.I. INDUSTRIES, INC. d/b/a  
INSTINCT PET FOOD**,

Defendant.

Case No. 25SL-CC02259

**AFFIDAVIT OF BRITTANY RESCH IN SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES,  
AND SERVICE AWARD**

I, Brittany Resch, hereby declare as follows:

1. I am a partner at Strauss Borrelli PLLC, counsel of record Plaintiff Adam Schroeder ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration. I am submitting this declaration in support of Plaintiff's Unopposed Motion for Attorneys' Fees, Litigation Expenses and Service Award.

2. Prior to filing suit, Settlement Class Counsel conducted extensive investigations into the Data Incident. Settlement Class Counsel had to understand Defendant M.I. Industries, Inc. d/b/a Instinct Pet Food's ("Instinct" or "Defendant") business and its relationship with its current and former employees. Plaintiff's counsel next had to investigate Defendant's response to the Data Incident and whether it was sufficiently thorough. Plaintiff's counsel examined sample data breach notices and related information

that Defendant submitted to the various governmental entities. Plaintiff's counsel analyzed these notices to determine the extent to which they complied with state mandated notice requirements.

3. Settlement Class Counsel invested additional time and labor by interviewing potential clients, researching viable claims under Missouri law, drafting the federal and state complaints, reviewing the complaints with Plaintiff, drafting and serving informal discovery, and reviewing informal discovery from Defendant, and forcefully advocating for a settlement for Plaintiff and the Class during months of negotiations.

4. In February 2025, the Parties initiated settlement negotiations to explore a resolution rather than proceed with timely and expensive discovery. Over the course of the following four months, the Parties engaged in arms-length negotiations, exchanging numerous offers and counteroffers. In these settlement communications, the Parties discussed the key legal issues in this litigation.

5. On or around June 23, 2025, the Parties reached an agreement on the principal terms of the settlement – subject to final mutual agreement on all the necessary documentation. After reaching an agreement on the principal terms of their settlement, the Parties continued negotiating the finer points of the Settlement Agreement, diligently drafting and finalizing the Settlement Agreement, Notice, and Claim Forms, and drafting the motion for preliminary approval for presentation to the Court. The Parties did not negotiate attorney's fees or a service award until after they had agreed on the substantive terms of the Settlement. Plaintiff's counsel is confident that the Settlement terms are fair, reasonable, adequate, and provide significant relief to the Settlement Class.

6. Settlement Class Counsel demonstrated skill and dedication in zealously litigating the case, obtaining significant results and benefits for the class. Similarly, Defendant was defended by highly skilled and experienced counsel, which further evidences the effectiveness of Settlement Class Counsel.

7. As part of the Settlement Agreement, Defendant has agreed to pay for the entire cost of Claims Administration and Notice separately from any funds made available to the class, much like the Attorneys Fees, expenses, and service award payments. Analytics estimated the cost of notice and administration to be approximately \$14,115.

8. Since reaching the Settlement, Settlement Class Counsel has drafted, filed and argued a motion for preliminary approval of the Settlement and assisted with the drafting and preparation of the Settlement Agreement, short and long form notice, and claim forms.

9. Plaintiff Adam Schroeder assisted in the investigation of this case, participated in extensive interviews, reviewed and approved pleadings, stayed in contact with Settlement Class Counsel, and answered Settlement Class Counsel's many questions.

10. Settlement Class Counsel's work is not over and will continue throughout the claims period and entire administration of the settlement. Based on experience, Settlement Class Counsel will spend substantial additional hours seeking final approval, defending the Settlement from potential objections (of which there are none to date), and supervising claims administration and the distribution of proceeds.

11. Based on Settlement Counsel's experience, both firms expect to spend another 30 hours seeking final approval, defending the Settlement from and potential objections, and supervising claims administration and the distribution of proceeds.

12. Settlement Class Counsel advises that the Plaintiff/Class Representative approves of Settlement Class Counsel's fee request.

13. Settlement Class Counsel incurred reasonable and necessary costs of \$1,047.10 for filing fees, research and postage.

<b>Expense Category</b>	<b>Amount</b>
<b>Strauss Borrelli PLLC</b>	
Filing Fees	555.00
Legal Research	247.50
Postage	136.62
<b>TOTAL:</b>	<b>939.12</b>

<b>Expense Category</b>	<b>Amount</b>
<b>Stranch, Jennings &amp; Garvey, PLLC</b>	
Filing Fees	107.98
<b>TOTAL:</b>	<b>107.98</b>

14. To date, Settlement Class Counsel have expended 77.40 hours litigating this case, incurring a lodestar of \$52,227.50 at their customary rates, and reasonably expect to incur additional hours throughout the final approval process and in administering the

settlement. Settlement Class Counsel's billing records have been reviewed for duplicative work, and to ensure appropriate tasks were delegated to paralegals or support staff.

<u>Biller</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Time Spent</u>	<u>Lodestar</u>
<b>Strauss Borrelli PLLC</b>				
Samuel J. Strauss	Managing Partner	800.00	12.80	10,240.00
Raina C. Borrelli	Managing Partner	800.00	1.90	1,520.00
Brittany Resch	Partner	675.00	28.50	19,237.50
Stephen Pigozzi	Associate	600.00	19.40	11,640.00
Sarah Soleiman	Associate	550.00	3.00	1,650.00
Min Ro	Paralegal	200.00	1.00	200.00
John Erickson	Legal Assistant	150.00	0.60	90.00
		<b>Total:</b>	<b>67.20</b>	<b>44,577.50</b>

<u>Biller</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Time Spent</u>	<u>Lodestar</u>
<b>Stranch, Jennings &amp; Garvey, PLLC</b>				
Colleen Garvey	Associate	750	10.20	7,650.00
		<b>Total:</b>	<b>10.20</b>	<b>7,650.00</b>

15. Settlement Class Counsel's hourly rates, pictured above, are customary for their firms and are reasonable in the complex class action context.

16. The current lodestar multiplier of 1.89 (which will decrease as Class Counsel expend additional hours on this litigation) is within the range of lodestar multipliers regularly approved in Missouri. *See Allicks v. Omni Specialty Packaging, LLC*, Case No. 4:19-cv-1038-DGK, 2021 U.S. Dist. LEXIS 102077, at \*7 (W.D. Mo. May 28, 2021) (holding a multiplier of 3.3 was "not unreasonable"). This multiplier is calculated by first subtracting the incurred costs of \$1,047.10 from the requested fee award of \$100,000 which equates to a net fee request of \$98,952.90. Then, the fee multiplier is calculated by dividing \$98,952.90 by the total lodestar of \$52,227.50. This equals a multiplier of 1.89.

17. The lodestar multiplier will ultimately be much lower once final approval is sought, as Counsel expects to spend additional time in the finalization and filing of this motion, at the final approval hearing, and through the end of the claims process and distribution of funds to those Settlement Class Members who made eligible claims.

18. Additionally, Settlement Class Counsel dedicated significant time keeping the Settlement Class Representative informed throughout the litigation. This included obtaining information from and securing approval for the filing of the complaints, keeping the Class Representative apprised of and involved in key decisions, litigation strategies, and ultimately, the Settlement reached in this case. Settlement Class Counsel was precluded from representing other clients during the 77.4 hours that Settlement Class Counsel invested in this case.

19. Settlement Class Counsel assumed considerable risk to pursue this matter on a pure contingency basis, and have not been compensated for any time spent in the litigation. Indeed, Settlement Class Counsel assumed a significant risk of underpayment (or even nonpayment). Absent taking this case on a contingency basis, it is very likely that the Settlement Class Members would not be able to take advantage of the significant relief being made available. Moreover, given the immediacy of the injuries and risks created by data breaches (such as the risk of future identity theft and fraud), Settlement Class Members benefited from the efficient prosecution of this case because Settlement Class Members can obtain timely and tailored relief immediately.


20. The value of this Settlement is underscored by the complexity of the litigation and the significant risks and barriers that loomed in the absence of Settlement. Data breach cases are especially risky, expensive, and complex. Moreover, Settlement Class Counsel anticipates Instinct would likely raise substantial and potentially meritorious defenses. This is significant because in the data breach context, few cases have gone through the certification stage, and none have been tried. Any of these risks could easily have impeded, if not prevented, Plaintiff and Settlement Class Members from receiving any relief from their alleged injuries. As such, the recovery provided by this Settlement must be judged in reference to the reality that recovery through continued litigation could only have been achieved if Plaintiff succeeded in certifying a class, defeating a motion for summary judgment, establishing liability and damages at trial, and defending against any appeal. Thus, the Settlement here is a fair and reasonable recovery for the Settlement Class

in light of Instinct's defenses, and the challenging and unpredictable path of protracted litigation.

21. Settlement Class Counsel have maintained a professional relationship with Plaintiff since this case was filed. Without the efforts of Plaintiff, the thousands of other Settlement Class Members would not have received the benefits of the Settlement. Plaintiff committed to participate actively in what he knew could be a long and hard-fought lawsuit, and to do so on behalf of a Class of thousands of other Settlement Class Members, with no guarantee of ever being compensated. Even though no award of any sort was promised to Plaintiff, he contributed his time and effort by assisting in the litigation, aiding in the preparation of the Complaint, and approving of the Settlement.

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

Dated: December 1, 2025

  
\_\_\_\_\_  
Brittany Resch

SUBSCRIBED AND SWORN to before me this 1 day of December, 2025.

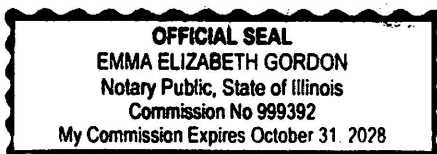
  
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(Printed Name) Emma Elizabeth Gordon

NOTARY PUBLIC in and for the State of

Illinois residing at DuPage

My Commission Expires: 10/31/2028



THE COMMISSIONERS OF THE LAND OFFICE  
COMMUNICATIONS SECTION  
MONEY & FINANCE DIVISION  
EMMA ELIZABETH GORDON  
OFFICIAL SEAL

COMMUNICATIONS SECTION  
MONEY & FINANCE DIVISION  
LAND OFFICE  
100 WATERLOO STREET  
OTTAWA, ONTARIO K1P 0K8

Dear Sir,

I am pleased to inform you that your application for a mortgage on the property located at [Address] has been approved. The mortgage will be for a term of [Term] years at an interest rate of [Rate].

The mortgage will be secured by a first mortgage on the property. The amount of the mortgage is \$[Amount]. The monthly payments will be \$[Amount].

The mortgage will be subject to the terms and conditions set out in the mortgage agreement. A copy of the mortgage agreement is attached to this letter.

If you have any questions, please contact me at [Phone Number].

Sincerely,  
Emma Elizabeth Gordon  
Official Seal