

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

DARNELL CRAWFORD and MICHAEL)
DEW, on behalf of themselves)
and others similarly situated,)
) Case No.: 2122-CC00411
)
) *Class Representatives,*)
)
v.)
)
THYSSENKRUPP MATERIALS NA,)
INC. and THYSSENKRUPP SUPPLY)
CHAIN SERVICES NA, INC.,)
)
) *Defendants.*)
)

DECLARATION OF J. GERARD STRANCH, IV

Pursuant to Mo. Stat. § 509.030, I, J. Gerard Stranch, IV, declare and state as follows:

1. I am one of counsel for Plaintiffs Darnell Crawford and Michael Dew in the above captioned action.
2. I am an active member in good standing of the Bar of Tennessee and admitted to practice before all Tennessee state and federal courts.
3. I have personal knowledge of the following facts and, if called upon as a witness, could and would competently testify thereto, except as to those matters which are explicitly set forth as based upon my information and belief and, as to such matters, I am informed and believe that they are true and correct.
4. I am currently managing partner of the law firm Branstetter, Stranch

& Jennings, PLLC (“BSJ”), which is one of the firms this Court appointed as class counsel for preliminary approval purposes in the above captioned matter.

5. I submit this Declaration in support of Plaintiffs’ Motion for Approval of Class Counsel’s Attorneys’ Fees, and for Award of Class Representative Incentive Awards.

CLASS COUNSEL’S EFFORTS ON BEHALF OF THE CLASS

6. BSJ, along with co-counsel at Cohen & Malad, LLP and Muchnick Haber Margolis, LC (collectively, “Class Counsel”), has diligently worked to advance the interests of the Class in this litigation and settlement since February of 2021, when Plaintiffs filed suit against Defendants Thyssenkrupp Materials NA, Inc., and Thyssenkrupp Supply Chain Services NA, Inc. (collectively “Thyssenkrupp”).

7. Before initiating the Action, Class Counsel investigated the facts of the Thyssenkrupp Data Breach, the impact of the breach on its current and former employees, and the potential legal claims and defenses that may be raised in the case.

8. The information gleaned from investigation and research into the facts of the case and potential legal claims enabled Class Counsel to assess the strengths and weaknesses of this case, analyze potential damages models that could be utilized at trial, and informed the decision to engage in negotiation with Thyssenkrupp’s Counsel about attending mediation and later settling the matter. Class Counsel’s diligence in preparing for mediation, including obtaining information necessary to analyze all claims and defenses, allowed them to negotiate a robust relief package and valuable outcome for the Settlement Class and to determine a fair and efficient

structure and distribution plan.

9. Class Counsel analyzed applicable law, reviewed relevant documents and data, and stayed abreast of all material developments involving the Thyssenkrupp Data Breach. This included, *inter alia*, gathering the press releases and statements concerning the breach; reviewing the information Thyssenkrupp provided on its website about the breach; reviewing Thyssenkrupp's data breach notification letters; reviewing news stories and other publicly-available sources of information relating to the breach, including its impact on Thyssenkrupp; and keeping abreast of relevant developments as they occurred.

10. Class Counsel has performed significant litigation related work during the pendency of this matter. After Plaintiffs filed their Petition in the Circuit Court for the City of St. Louis, Defendants removed this Action to the United States District Court for the Eastern District of Missouri. Class Counsel filed a Motion to Remand, or Alternatively, for Jurisdictional Discovery, which was ultimately granted. Further, Thyssenkrupp filed a motion to dismiss Plaintiffs' Petition during the pendency of Plaintiffs' Motion to Remand, which Class Counsel researched and responded to. This Action was ultimately remanded back to this Court.

11. Class Counsel served discovery requests on Thyssenkrupp and received certain information from Thyssenkrupp in advance of engaging in settlement discussions. The information Class Counsel attained helped them to better understand their position in the litigation and informed their settlement strategy.

12. Class Counsel has also completed other work relating to the litigation,

including meetings, emails, and phone calls between co-counsel and with counsel for Thyssenkrupp. Class Counsel will continue to diligently and efficiently litigate this matter through the Final Approval Hearing.

13. Class Counsel's zealous advocacy for the Class continued through the Settlement negotiation process. Class Counsel attended the day-long mediation with the Hon. Wayne R. Andersen (ret.) of JAMS on January 11, 2022. Class Counsel and counsel for Thyssenkrupp aggressively advocated for their side's position during the mediation. The Parties did not reach an agreement during the mediation, but continued to vigorously negotiate.

14. Prior to the mediation session with the mediator Andersen, the Parties exchanged information to prepare for and facilitate a productive mediation session, communicating their respective positions regarding this litigation with each other and with the mediator. Plaintiffs received and analyzed data relating to the impact of the Thyssenkrupp Data Breach, including specific information concerning the categories of individuals who received breach notification letters from Thyssenkrupp, the nature of the PII impacted, Thyssenkrupp's actions after it was notified of the breach, and the nature and number of Settlement Class Members impacted.

15. Class Counsel worked diligently after the mediation to reach a settlement. This process involved the review of confirmatory discovery. Once the Parties reached a settlement in principle, they went through many more rounds of negotiations to finalize the details of each aspect of the Settlement Agreement and exchanged numerous drafts of the Settlement Agreement. This includes negotiations

regarding the final notice program which Class Counsel went to great lengths to ensure is clear and concise.

16. As a result of the confirmatory discovery conducted by the Parties, Class Counsel was not only able to verify the details about the impact of the Thyssenkrupp Data Breach and information about the Class Members, but also to ensure that the terms of and relief provided under the Settlement were fair, reasonable, and adequate and based on law and facts.

17. Class Counsel worked with the Settlement Administrator to implement the robust Notice Plan and remains in close touch with the Settlement Administrator to ensure the smooth implementation of the Notice Plan. This includes reviewing and drafting the Settlement Website's language and format, the script for the automated response of the toll-free number, and the language and format of the Notice forms, monitoring exclusion requests, and ensuring prompt responses to each and every Settlement Class Member inquiry regarding the Settlement.

18. At all times during the settlement process, the negotiations were at arm's length. Class Counsel's primary goal through the settlement negotiations was to achieve the maximum substantive relief possible for the Settlement Class Members.

19. The settlement terms are fair and reasonable and provide for prompt cash benefits to the Class.

CLASS COUNSEL'S CONTINGENCY FEE AGREEMENT WITH

PLAINTIFFS

20. Class Counsel has dedicated a significant amount of time and labor to this case. All the services performed by Class Counsel were undertaken on a contingent fee basis, and Class Counsel has not been compensated for any of this work to date.

INCENTIVE AWARDS

21. Plaintiffs have been actively engaged in this Action, and were essential to the success achieved. Among other things, they provided information to Class Counsel, gathered documents, reviewed pleadings, stayed updated about the litigation, and reviewed and approved the Settlement.

22. The Settlement would not have been possible without the effort and commitment of Plaintiffs, who sacrificed their time and put their name on the line for the sake of the Class. I believe Plaintiffs are deserving of Incentive Awards in the amount of \$3,500.00 for each of them.

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

Executed on December 22, 2022, at Nashville, Tennessee

By: /s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV