

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

KEEFE JOHN, TODD KNUTH, and NORM
WALKER, *on behalf of themselves and all
others similarly situated,*

Plaintiffs,

v.

DELTA DEFENSE, LLC and UNITED
STATES CONCEALED CARRY
ASSOCIATION, INC.,

Defendants.

Case No. 23-cv-01253

Hon. Judge Lynn Adelman

**DECLARATION OF BRITANY A. KABAKOV IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

I, Britany A. Kabakov, hereby declare and state as follows:

1. I, Britany A. Kabakov, am an attorney admitted and licensed to practice law before the courts of the State of Illinois and am admitted to practice before the United States District Court for the Eastern District of Wisconsin. I am a partner at the law firm Almeida Law Group LLC (“ALG”), a class action litigation boutique law firm specializing in data privacy and consumer fraud cases.

2. I serve as counsel of record, along with co-counsel David S. Almeida, the Founder & Managing Partner of ALG, and Tim Hansen and Mike Lueder at Hansen Reynolds LLC (“Hansen Reynolds”) (ALG and Hansen Reynolds are collectively referred to as the “Firms”), for Plaintiffs Keefe John, Todd Knuth, and Norm Walker and the proposed Settlement Class in the above-captioned case (the “Action”).¹

¹ Unless otherwise indicated, capitalized terms herein refer to and have the same meaning as in the Settlement Agreement.

3. Throughout this litigation, ALG has been primarily responsible for the investigation into and prosecution of Plaintiffs' claims against Defendants Delta Defense, LLC and United States Concealed Carry Association, Inc. under the Video Privacy Protection Act ("VPPA") on behalf of the proposed Settlement Class.

4. The proposed Settlement with Defendants was preliminarily approved by this Court on November 17, 2025. *See* Dkt. No. 61.

5. I submit this Declaration in Support of Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Service Awards for Class Representatives. Except where otherwise stated, I have personal knowledge of the facts set forth in this Declaration based on active participation in all aspects of the prosecution and resolution of this Action. If called upon to testify, I could and would testify competently to the truth of the matters stated herein.

Class Counsels' Work in this Action

6. Plaintiffs, Class Counsel, and members of the Firms zealously represented the interests of the Settlement Class and committed substantial resources to the prosecution of this Action and, ultimately, the resolution of the Settlement Class's claims.

7. Before filing the Complaint, Class Counsel undertook a robust investigation into the factual issues raised in this Action including examining the facts and circumstances of Defendants' alleged use of tracking technologies to capture video viewing information. Class Counsel also researched the applicable law to determine how their clients' VPPA claim applied to these facts and to anticipate and address Defendants' potential defenses. In addition, to prepare for filing the initial Complaint, Class Counsel gathered and reviewed documents and other relevant information from Plaintiffs.

8. After filing the Complaint, Class Counsel undertook additional efforts to prosecute Plaintiffs' and the Class Members' claims including, but not limited to, amending the complaint, propounding and responding to discovery, scheduling and participating in multiple meet and confers with Defendants' Counsel, reviewing documents produced in discovery, and additional substantial legal research.

9. After numerous discussions among the Parties regarding the merits of Plaintiffs' claims and the exchange of formal discovery, the Parties scheduled a mediation with Judge Mary Anne Mason (Ret.) from JAMS.

10. Leading up to the mediation, the Parties engaged in pre-mediation conferences, engaged in informal pre-mediation discovery, and prepared and reviewed detailed mediation statements and other supporting materials outlining their respective legal positions regarding the merits of Plaintiffs' VPPA claim, Rule 23 considerations, and the scope of damages. Plaintiffs learned the details of the underlying facts including, inter alia, how many people were impacted by Defendants' alleged use of tracking technologies.

11. Following the mediation, Class Counsel spent nearly six months continuing discussions with Defendants' Counsel and Plaintiffs to draft and to revise the term sheet and Settlement Agreement.

12. Throughout this process, Defendants vigorously denied all allegations.

13. Class Counsel have substantial experience litigating data privacy and security class actions and have successfully led numerous data-tracking cases to favorable resolution.

14. Class Counsel is experienced in the litigation, certification, trial, and settlement of nationwide class action cases. In negotiating this Settlement, Class Counsel drew upon years of experience litigating data privacy and security class action matters.

15. Class Counsel was actively involved in drafting the Settlement Agreement, the relevant notices for the Settlement, the Motion for Preliminary Approval, and this instant motion for attorneys' fees; communicating with defense counsel; updating and handling questions from the Class Representatives; overseeing the launching of the notice program with substantial interaction with the Settlement Administrator; and overseeing the claims process.

16. From the start of the notice program through to today, Class Counsel has continued to work with Defendants and the Settlement Administrator regarding claims administration and processing as well as responding to Class Members' questions about the Settlement and the process.

17. I expect to maintain a high level of oversight and involvement in this case and will continue to expend significant amounts of time given the future work still needed for finalization of the Settlement including drafting the motion for final approval, preparing and appearing at the Final Approval Hearing, overseeing claims administration, answering Class Members' questions, responding to any potential objections, and resolving any appeals.

The Settlement & Service Awards

18. The Settlement requires Defendants to create a non-reversionary cash Settlement Fund of \$1,450,000.00. The Settlement Fund will pay: (a) Settlement Class Member pro rata payments; (b) Settlement Administration costs for the notice program; (c) Service Awards to Class Representatives awarded by the Court; and (d) any Attorneys' Fees and Expenses awarded by the Court to Class Counsel.

19. Class Counsel is informed and avers that the Settlement Class consists of approximately 295,727 individuals that had an account (free or paid) with a Defendant and visited

a page on Defendants' website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025.

20. This Court previously approved Class Counsel's recommendation to appoint RG/2 Claims Administration ("RG2") to conduct the notice program and otherwise administer the Settlement. *See* Dkt. No. 61 at 10.

21. As will be detailed in a declaration to be filed in support of Plaintiffs' upcoming motion for final approval, RG2 is discharging these obligations and its costs to do so are approximately \$105,000.

22. Class Counsel seeks Service Awards of \$2,000 for each Plaintiff. The Service Awards will be paid from the Settlement Fund and will be in addition to any benefits to which Plaintiffs are otherwise entitled as Settlement Class Members. The awards are intended to compensate Plaintiffs for the time, effort, and risks associated with prosecuting this Action including, but not limited to, reviewing allegations in pleadings, participating in discovery, and reviewing the terms of the Settlement.

23. The Service Awards are meant to recognize Plaintiffs for their efforts on behalf of the Class including, but not limited to, assisting in the investigation of the Action, participating in client interviews and discovery, providing relevant documents, maintaining regular communication with Class Counsel, reviewing pleadings, answering Class Counsel's many questions, communicating with Class Counsel during the settlement negotiations, and reviewing the terms of the Settlement Agreement.

24. Plaintiffs also put their personal reputations at risk and put themselves forward for public scrutiny. Plaintiffs were not promised a service award, nor did they condition their involvement on the expectation of an incentive award.

25. The Parties considered the range of fee awards from other VPPA and tracking technology cases that were considered comparable cases.

The Contingent Nature of the Case

26. I, along with ALG and Hansen Reynolds, prosecuted this case on a purely contingent basis.

27. Class Counsel's fees were not guaranteed. The retainer agreements between Class Counsel and Plaintiffs provide for compensation solely on a contingent basis and only in the event of a class settlement approved by the Court.

28. Class Counsel assumed the risk of advancing the time, costs, and expenses necessary to prosecute this Action.

29. The fees contemplated under Class Counsel's representation agreements are generally one-third of recovery.

30. This Action required me and other attorneys at the Firms to spend significant time on this case that could (and would) have been spent on other matters.

31. At various times during the litigation of this class action, this lawsuit has consumed significant amounts of my time and the Firms' time.

32. Such time could otherwise have been spent on other fee-generating work. Because the Firms undertook representation of this matter on a contingency-fee basis, the Firms shouldered the risk of expending substantial costs and time in litigating the Action without any monetary gain in the event of an adverse judgment.

33. Litigation is inherently uncertain and entails substantial risk. That risk was particularly pronounced here given the rapidly evolving body of case law addressing the VPPA, as well as broader developments in data privacy, data security, and tracking-technology litigation.

34. Notwithstanding the Firms' substantial commitment to this case and confidence in the claims asserted against Defendants, numerous factors beyond the Firms' control presented significant litigation risks.

35. Defendants are represented by a well-regarded defense firm. Based upon my professional experience, this firm has substantial experience in defending data privacy and security cases and are extremely competent defense lawyers.

Expenses

36. Owing in part to their collective experience, the Firms were able to litigate this Action with exceptional efficiency. As a result, the Firms secured an outstanding recovery for the Settlement Class while incurring litigation expenses of \$10,070.55.

37. ALG's expenses and costs total \$9,523.55 for, among other things, filing fees and service, mediation costs, and research-related costs.

38. Hansen Reynolds' expenses and costs total \$547.00 for filing fees and service costs.

39. These costs were reasonable and necessary for the Action and are modest in comparison to the enormous costs that likely would have been incurred if litigation had continued.

40. Reimbursement of these costs is sought in addition to the requested attorney fees.

41. Based upon our experience, the amount of out-of-pocket case expenses will increase prior to Final Approval and will include additional expenses to appear at the Final Approval Hearing.

Recommendation of Counsel

42. It is the reasoned and informed opinion of the undersigned that this Settlement is fair, reasonable, and adequate as are the attorneys' fees, expenses, and Service Awards requested here.

43. The Settlement addresses the type of injury and repercussions sustained by Settlement Class Members due to Defendants' alleged violation of the VPPA.

44. To date, the Settlement has been received well by Class Members. Although the claims period remains open until March 2, 2026, as of February 9, 2026, the claims rate was approximately 5.13%. Not a single Class Member has objected to the Settlement and only 32 requested exclusion.

45. Although Plaintiffs believe in the merits of their claims, this Action was inherently risky and complex. Their claim under the VPPA involves the intricacies of data privacy litigation (a fast-developing area in the law) and Plaintiffs would face risks at each stage of litigation.

46. Against these risks, it was through the hard-fought negotiations and the skill and work of Class Counsel and the Class Representatives that the Settlement was achieved for the benefit of the Settlement Class. The Settlement provides certain and substantial compensation to the Settlement Class Members.

47. Here, the requested fee amount is in line with similar settlements and compares favorably against the benefits offered by the Settlement.

48. These requested fees were determined by direct negotiations between the Parties only after the substantive terms of the Settlement were agreed upon.

* * * * *

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

Executed this 13th day of February 2026, in Des Moines, Iowa

/s/ Britany A. Kabakov
Britany A. Kabakov