

# **EXHIBIT 1**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

JOHN FINN and SALVATORE J.  
CONTRISTANO, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

EMPRESS AMBULANCE SERVICE, LLC,

Defendant.

Index No. 61058/2023

CLASS ACTION

**DECLARATION OF ANDREW W. FERICH IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Andrew W. Ferich, hereby declare as follows:

1. I am an attorney admitted to practice law in the Commonwealth of Pennsylvania, state of New Jersey, and Washington, D.C. I have been admitted *pro hac vice* to practice before the Court in this case. I am a partner at the law firm of Ahdoot & Wolfson, PC (“AW”), and one of Class Counsel in this litigation. I have personal knowledge of the matters stated in this declaration, except those stated on information and belief, and as to those, I believe them to be true. If called upon, I could and would competently testify to them. This declaration is submitted in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, filed concurrently herewith.<sup>1</sup>

2. AW has vigorously and zealously represented the interests of the Settlement Class from the inception of this hard-fought litigation until the present. The Settlement is the product of extensive, arm’s length negotiations between experienced attorneys familiar with the legal and factual issues of this case, and it was reached with the assistance of a well-respected and experienced mediator.

3. As explained herein, I and my partners at AW believe the Settlement to be fair, reasonable, and adequate, and in the best interests of the Settlement Class.

4. On September 22, 2022, Plaintiff Finn commenced the lawsuit captioned as *Finn v. Empress Ambulance Services, Inc. d/b/a Empress EMS*, No. 7:22-cv-08101, in the Southern District of New York. After *Finn* was filed, numerous related actions were filed in New York state court (subsequently removed to federal court) and New York federal court (collectively, “Later-Filed Actions”). Empress subsequently sought to stay all Later-Filed Actions. During a status

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<sup>1</sup> All capitalized terms not otherwise defined herein have the same definitions set forth in the Class Action Settlement Agreement and Release (“SA,” “Settlement,” or “Settlement Agreement”) filed on June 16, 2023 (Dkt. 21).

conference on November 10, 2022, before Judge Kenneth M. Karas of the Southern District, the Court agreed that a stay was appropriate and authorized Ahdoot & Wolfson, PC to proceed with efforts to negotiate settlement. *Finn*, ECF Nos. 17–19. All Later-Filed Actions were subsequently stayed by Judge Karas, *Finn*, November 14, 2022 text Order, and remain stayed, pending final settlement approval in this Court.

5. The Parties agreed to attend a mediation on November 17, 2022, with respected mediator Rodney Max of Upchurch Watson White & Max Mediation Group. The mediation was hard fought, with each party zealously advocating for their client’s respective positions. Following the mediation, the Parties reached an agreement to settle this matter in principle. As part of the Settlement negotiations, Class Counsel requested information from Defendant to ascertain a fair, reasonable, and adequate settlement in this case. This discovery guided Class Counsel in its negotiations with Defendant and established that the Settlement exceeds the standards of NY CPLR § 901, *et seq.*, and § 908.

6. In the numerous weeks that followed mediation, the Parties negotiated the remaining terms of the Settlement, including the amount of the common fund, the notice plan, selecting a settlement administrator, and other details. The Parties executed the Settlement Agreement in June of 2023.

7. The Settlement Benefits that Plaintiffs obtained for the Class are well within the range of possible recovery of benefits at trial. This is a highly complicated data breach case. Empress adamantly denied liability and expressed an intention to defend itself through trial. Due to the risks of data breach litigation, as with most litigation, Class Counsel believe that it is possible that the Class could receive little or nothing if the case is litigated.

8. This Settlement would not have been possible without the efforts and assistance of the Class Representatives. Plaintiffs have no conflicts of interest with the other members of the Settlement Class and have actively participated in the litigation. Plaintiffs have taken and continue to take their obligations to the Settlement Class seriously, and are committed to the best interests of the Settlement Class.

9. After the Court preliminarily approved the proposed Settlement on November 27, 2023 (Dkt. 32), the Parties continued to work with the Court-approved Settlement Administrator, Epiq Class Action and Claims Solutions, Inc. (“Epiq”), to supervise dissemination of the Notice. These efforts included review and drafting of the language and format of the Settlement Website, the script for the automated response to the toll-free number, the language and format of the Notice forms, monitoring for exclusion requests and objections, and ensuring prompt response to every Class Member inquiry regarding the Settlement, among others. Further, the Settlement Website and Settlement email address were tested prior to being launched, after the Court granted preliminary approval, and both worked at that point.

10. In accordance with the Court’s Preliminary Approval Order, Epiq provided notice to the Class. Further, at the Court’s instruction, Class Counsel, through Epiq, provided special service of the notice and Settlement documents to counsel for the plaintiffs in the Later-Filed Actions in federal court.

11. Epiq reports that, as of March 19, 2024, it has received 2,708 Claim Forms. *See* concurrently filed Declaration of Cameron R. Azari, Esq. Regarding Implementation of Notice Plan (“Azari Decl.”) ¶ 24. In an abundance of caution, the Parties agreed to extend the deadline to file a claim by 30 days, to May 8, 2024, due to a technical issue with the email inbox for the Settlement (*see* Azari Decl. ¶¶ 22, 24 n.4).

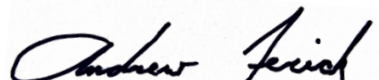
12. Based on estimates from Epiq and the current claims count as of March 19, 2024, Class Members who elected the *pro rata* cash payments option would receive payments in the approximate amount of \$134, were the claims deadline to close now.

13. The period for filing objections and exclusions passed on March 8, 2024. Only one Class Member requested exclusion from the Settlement, and only one objection was filed. Together, these individuals account for 0.00065% of the Settlement Class Members.

14. At all times, AW had the experience, expertise, and resources to effectively litigate any all issues related to this litigation. *See also* Dkt. 35, Declaration of Tina Wolfson in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses, and for Class Representative Service Awards filed on February 23, 2024. AW's lawyers are among the most highly experienced data breach class action attorneys in the United States and are well-qualified to represent the Settlement Class. Their performance demonstrates that their representation has been beyond adequate in this matter, especially when considering the investigation and informal discovery conducted, and the benefits of the Settlement compared to similar data breach settlements.

15. Based on my experience and my knowledge regarding the factual and legal issues in this matter, and given the substantial benefits provided by the Settlement, it is my opinion that the proposed Settlement in this matter is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 21st day of March 2024, at Radnor, Pennsylvania.



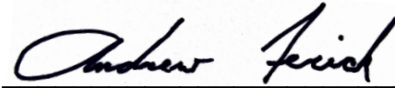
Andrew W. Ferich

**CERTIFICATE OF COMPLIANCE**

Pursuant to CRR-NY 202.8b, the undersigned counsel certifies that the Declaration of Andrew W. Ferich in Support of Plaintiffs' Motion for Final Approval was prepared, in Word, using Times New Roman 12-point typeface and contains 1,169 words, excluding the parts of the document that are exempted under 202.8b(b).

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

DATED this 22<sup>nd</sup> day of March, 2024.



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ANDREW W. FERICH\*  
**AHDOOT & WOLFSON, PC**  
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