

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**KATE HOFFOWER, DRUE DOMINICI,
WILTON ALDERMAN, TAMMY
MCALPINE BROWN, REID COOPER,
MARK SESSA, and GARY HALL** on behalf
of themselves and all others similarly situated;

Plaintiffs;

v.

**DEMANDBASE, INC., and INSIDEVIEW
TECHNOLOGIES, INC.;**

Defendants.

Case No. 2025CH000014

Judge Jason Helland

**PLAINTIFFS' MOTION AND INCORPORATED MEMORANDUM FOR
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

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Plaintiffs Kate Hoffower, Drue Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall (collectively, “Plaintiffs”), through their undersigned counsel, respectfully move the Court for entry of an Order approving: (1) Class Counsel’s requested attorneys’ fees and unreimbursed litigation costs of \$1,295,000, which is thirty five percent (35%) of the Settlement Fund; and (2) Service Awards to the Class Representatives in the amount of \$5,000 each for Kate Hoffower, Drue Dominici, Wilton Alderman, Tammy McAlpine Brown, Reid Cooper, Mark Sessa, and Gary Hall (collectively, “Settlement Class Representatives”).

MEMORANDUM IN SUPPORT

I. BACKGROUND

Demandbase, Inc., and InsideView Technologies, Inc. (collectively, “Defendants”) own and operate a “people-search” website that provides information about individuals. Plaintiffs filed a lawsuit asserting that Defendants’ used Plaintiffs’ and the putative Class members’ identifying information (such as their names, contact information, job titles, places of work, education histories, and business addresses) without their consent to advertise subscriptions to Defendants’ website, in violation of right of publicity laws. Defendants deny any wrongdoing and deny liability.

The litigation history is detailed in Plaintiffs’ Motion for Preliminary Approval, filed on June 6, 2025 and is incorporated herein. In short, Prior plaintiff Amos Gbeintor filed suit against Defendants in the Northern District of California on December 8, 2021, asserting claims under California’s right of publicity statutes. *Gbeintor v. DemandBase, Inc.*, 4:21-cv-09470-HSG, Dkt. 1 (N.D. Cal. filed Dec. 8, 2021). After significant litigation, including amendment to add additional named Plaintiffs with claims under Ohio’s right of publicity statute (*id.*, Dkt. 30), full briefing on Defendant’s motion to dismiss (*id.*, Dkt. 31), and the resolution of an appeal to the Ninth Circuit

in a related case, the Parties agreed to pursue mediation. Declaration of Raina Borrelli, ¶3. The Parties conducted informal discovery ahead of mediation and, on November 8, 2024, attended an all-day mediation in San Francisco with former Magistrate Judge Jay C. Ghandi (ret.) of JAMS. *Id.* ¶4. The Parties reached a settlement as a result of the mediation and signed a term sheet outlining the broad terms of a settlement. *Id.* ¶5. The Parties spent the following months finalizing the written settlement agreement detailing terms of the multi-state Settlement now before this court. *Id.* ¶6. Plaintiffs voluntarily dismissed the complaint in *Gbeintor* and filed a new complaint in this Court encompassing all claims that are resolved by the Settlement. *Id.* ¶7.

Plaintiffs' counsel prepared and filed a motion for preliminary approval of the Parties' Settlement on June 6, 2025. *Id.* ¶8. The Court granted the preliminary approval motion on June 17, 2025. *Id.* ¶9. Since preliminary approval was granted, Plaintiffs' counsel has worked to execute the Court-approval Class notice program and administer the Settlement and claims process. *Id.* ¶10. This work will continue through and beyond final approval of the Settlement. *Id.* ¶11.

II. SUMMARY OF SETTLEMENT TERMS

The terms of the Settlement were detailed in the preliminary approval motion and attached Settlement agreement. In summary, the Settlement provides for state-specific Settlement Classes for Ohio, Nevada, South Dakota, California, Alabama, Indiana, and Illinois. *See* Settlement Agreement (“SA”), § 1. The Settlement provides that Defendants will establish non-reversionary State-Specific Settlement Funds for each of the Settlement Classe as follows: Ohio, \$1,699,830.25; Nevada, \$115,256.25; South Dakota, \$7,830.00; California, \$729,088.50; Alabama, \$325,575.00; Indiana, \$320,445.00; and \$501,975.00. *Id.*, §1. Settlement Clas Members will be entitled to submit claims to their respective State-Specific Settlement Funds. *Id.*, §2.1. All Settlement Class Members who submit an Approved Claim will be entitled to a *pro rata* portion of their respective

State-Specific Settlement Fund after payment of Settlement Administration Expenses, attorneys' fees and costs, and any incentive awards approved by the Court. *Id.* Additionally, Defendants have agreed not to oppose an application by Settlement Class Counsel for an award of attorneys' fees and costs in an amount up to 35% of each of the State-Specific Settlement Funds, or \$1,295,000. SA, § 8.1. The Settlement Agreement also provides for incentive awards to the named Plaintiffs from their respective State-Specific Settlement Funds in the amount of \$5,000 for each named Plaintiff. *Id.*, § 8.3.

III. LEGAL STANDARD

Illinois has adopted the “common fund doctrine” for the payment of attorneys' fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011); *see also Saltiel v. Olsen*, 85 Ill.2d 489-91, 55 Ill. Dec. 830, 426 N.E.2d 1204 (1981). The common fund doctrine provides that “a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.” *Id.* (quotations omitted). The common fund doctrine flows from the court's inherent equitable powers and prevents successful litigants from being “unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit.” *Brundidge v. Glendale Federal Bank, F.S.B.*, 168 Ill. 2d 235, 238, 659 N.E.2d 909, 911 (1995). Therefore, this approach “spreads the costs of litigation proportionately among those who will benefit from the fund.” *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

In applying the common fund doctrine, a trial court has discretion to use either the percentage-of-recovery or lodestar method when determining a fee award in class action litigation. *McCormick v. Adtalem Global Education, Inc.*, 2022 IL 201197, ¶ 24. The percentage-of-recovery approach bases a reasonable attorneys' fee “upon a percentage of the amount recovered on behalf

of the plaintiff class.” *Brundidge*, 168 Ill.2d at 238. On the other hand, the lodestar approach determines a fee award by taking the reasonable value of the services rendered (based on the hours devoted to the matter by class counsel) and applying “a weighted multiplier representing the significance of other pertinent considerations,” such as the contingent nature of the litigation, its complexity, and the ultimate benefit conferred upon class members. *Id.* at 239-40.

IV. ARGUMENT

a. The Requested Attorneys’ Fees are Reasonable and Should be Approved

Class Counsel’s substantial efforts in guiding the Settlement Class to a non-reversionary \$3,700,000 Settlement Fund support the requested attorneys’ fees and costs of \$1,295,000 (35% of the Settlement Fund). As discussed below, Class Counsel’s attorneys’ fees request is consistent with the market rate for attorney services in contingency fee class action cases and reflects the substantial recovery here.

1. The Court Should Apply the Percentage-of-Recovery Approach to Determine a Reasonable Attorney’s Fee

This Court should apply the percentage-of-recovery approach to determine a reasonable attorneys’ fee in this case. The percentage-of-recovery approach has been deemed a “fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge*, 168 Ill.2d at 244. Conversely, the lodestar method has been widely criticized as:

[I]ncreas[ing] the workload of an already overtaxed judicial system,...creat[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law...has led to abuses such as lawyers billing excessive hours...creates a disincentive for the early settlement of cases...does not provide the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered...[and] is confusing and unpredictable in its administration.

Ryan v. City of Chicago, 274 Ill. App. 3d 913, 923, 654 N.E.2d 483, 490 (1995) (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 246-49 (1985)).

The vast majority of courts presiding over class-action settlements in Illinois have adopted the percentage-of-the-fund method to determine the appropriate amount of attorneys' fees to award class counsel. *See, e.g., McCormick*, 2022 IL 201197 (applying percentage-of-recovery method in a consumer class action); *Willis v. iHeartMedia Inc.*, No. 2016-CH-02455, Aug. 11, 2016 Final Judgment and Order of Dismissal (Cir. Ct. Cook Cnty., Ill.) (granting final approval and awarding class counsel 40% of settlement fund in a class action under the Telephone Consumer Protection Act ("TCPA")). Further, "[i]t is settled that [Illinois courts] may consider federal case law for guidance on class action issues because the Illinois class action statute is patterned on Rule 23 of the Federal Rules of Civil Procedure." *Ballard RN Ctr., Inc. v. Kohll's Pharmacy & Homecare, Inc.*, 2015 IL 118644, ¶ 40. The percentage-of-recovery approach is the preferred method for determining attorneys' fees in consumer class actions in federal courts generally, and the Seventh Circuit in particular. *See, e.g., Florin v. Nationsbank of Ga., NA*, 34 F.3d 560, 566 (7th Cir. 1994) ("[T]here are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration.").

Additionally, the percentage-of-recovery method is consistent with the agreement that Class Members and Class Counsel would have struck *ex ante*, making it the preferred calculation method in class actions. *See Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 957 (7th Cir. 2013) (observing that a fee award should "approximate the market rate that prevails between willing buyers and willing sellers of legal services."). A federal court in the Northern District of Illinois reasoned that:

[W]hen considering the market rate for counsel's services in an *ex ante* position, 'the normal practice in consumer class actions' is to 'negotiate[] a fee arrangement based on a percentage of the recovery.' 'This is so because fee arrangements based on the lodestar method require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of...plaintiffs likely would not be interested in doing.' Similarly, because of the coordination problems

with so many plaintiffs, it is unlikely that class members would want to pay attorneys' fees in advance.

Wright v. Nationstar Mortgage LLC, No. 14 C 10457, 2016 WL 4505169, at * 14 (N.D. Ill. Aug. 29, 2016); *see also In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (“[T]he court believes that the class would have negotiated a fee arrangement based on a percentage of the recovery, consistent with the normal practice in consumer class actions.”). The percentage-of-recovery method will most fairly compensate Class Counsel for the significant investment of time and resources expended in obtaining relief for the Settlement Class, while accounting for the magnitude of the recovery achieved and the substantial risk of non-payment. The percentage-of-recovery approach also accurately reflects the contingent nature of the fees negotiated between Class Counsel and Plaintiffs. *See id.*

Because the percentage-of-recovery method is the favored method for calculating attorneys' fees in Illinois class actions, because this method is the most efficient and expeditious way to calculate fees, and because it aligns with the fee agreements that regularly govern the provision of similar legal services, this Court should apply the percentage-of-recovery method.¹

2. 35% of the Settlement Fund Is a Reasonable Fee and Cost Award

Illinois law provides that “an attorney is entitled to an award from [a common fund] for the reasonable value of his or her services.” *Ryan*, 274 Ill. App. 3d at 922 (internal citation omitted). “When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case’s novelty and difficulty level, the skill and standing of

¹ The Court need not “cross-check” the reasonableness of the fee award as determined by the percentage-of-recovery method against the fee award calculated using the lodestar method. *McCormick*, 2022 IL 201197, ¶ 26 (noting that an argument for a lodestar cross-check of a fee award calculated by the percentage-of-recovery method was “an argument for inefficiency.”). However, should the Court request, Class Counsel is willing to provide their lodestar and the relevant case law on the reasonableness of the figures and determining an appropriate risk multiplier to be applied thereto.

the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged.” *McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 407 (4th Dist. 2008) (quoting *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314-15 (1st Dist. 2007)) (quotations omitted). Here, each of these factors demonstrates that the requested fee is reasonable. *See, e.g., McNicholas, et al., v. Illinois Gastroenterology Group, P.L.L.C.*, Case No. 22-LA-173, Cir. Ct. Lake Cty. (approving 36.4% of the settlement in attorneys’ fees); *Lhota, et al. v. Michigan Ave. Immediate Care, S.C.*, Case No. 2022-CH-06616, Cir. Ct. Cook Cty. (approving 35% of the settlement fund in attorneys’ fees).

i. Plaintiffs’ Claims Carried Substantial Litigation Risk

The Settlement constitutes a significant result in light of the substantial risks concomitant with continued litigation. While Plaintiffs believe in the strength of their claims, ultimate success was not guaranteed. Plaintiffs’ chances of prevailing on the merits were uncertain—especially where significant unsettled questions of law and fact exist with respect to the merits of claims under state right of publicity statutes in the context of websites like Defendants’. For example, in March of 2025, the District of New Jersey dismissed a similar right of publicity case against the people-search website Dun & Bradstreet, finding that plaintiff had not shown his name or likeness had commercial value such that a claim under the Ohio right of publicity statute could proceed. *Debose v. Dun & Bradstreet Holdings, Inc.*, Civil Action No. 22-0209 (ES) (JRA), 2025 U.S. Dist. LEXIS 41346, at *25 (D.N.J. Mar. 7, 2025). And in *Wilson v. Ancestry.com LLC*, No. 2:22-cv-861, 2024 U.S. Dist. LEXIS 153624 (S.D. Ohio Aug. 27, 2024), the court granted summary judgment and denied class certification in a case about a yearbook search website, finding that the plaintiff had not shown commercial use of his name or likeness. Thus, although nearly all class actions involve a high degree of risk, expense, and complexity, this Action presents a particularly complex and risky area of law that is still developing. *See also Fischer v. Instant Checkmate, LLC*,

No. 19-cv-04892, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022) (partially declining class certification in an analogous right of publicity case); *Dancel v. Groupon, Inc.*, No. 18-cv-2027, 2019 WL 1013562, at *1 (N.D. Ill. Mar. 4, 2019), *aff'd*, 949 F.3d 999 (7th Cir. 2019) (denying motion to certify class because whether any given username was sufficient to identify an individual presented individual inquiries that defeated predominance).

Despite Plaintiffs' belief in the strength of their claims, Defendants firmly deny the material allegations of the Complaint and intend to pursue several legal and factual defenses, as evidenced by their motion to dismiss that was pending in the prior *Gbeintor* case at the time the parties reached this Settlement. In the absence of the Settlement, Plaintiffs would need to establish commercial use of their names and likenesses both on an individual and classwide basis, which would require significant and complex discovery.

Class certification poses a significant obstacle, which would be hotly contested and for which success is far from guaranteed. While some right of publicity have successfully achieved class certification, courts have denied certification in other class actions. *See, e.g., Fischer v.*, 2022 WL 971479; *Wilson*, 2024 U.S. Dist. LEXIS 153624. Thus, Plaintiffs' claims remain, in many ways, untested and Plaintiffs would face numerous challenges at class certification, summary judgment, and trial.

Continuing to litigate this class action would have proved lengthy, complex, and expensive, thereby delaying (and potentially dissipating) any benefits that might have been obtainable. Instead of staying the course on this uncertain path, Plaintiffs and Class Counsel negotiated a Settlement that provides immediate, certain, and meaningful relief to all Settlement Class Members. This weighs in favor of the requested fees and service awards.

These risks were compounded by the fact that Class Counsel litigated this case on a contingency fee basis. “Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel.” *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (citing *Kirchoff v. Flynn*, 786 F.2d 320 (7th Cir. 1986)). The risk of nonpayment is important in determining the reasonableness of an attorneys’ fees request due to the “risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class [on a contingency basis] because their fee is linked to the success of the suit.” *Sutton v. Bernard*, 504 F.3d 688, 694 (7th Cir. 2007).

Class Counsel litigated this case on a purely contingent basis. Borrelli Decl., ¶16. Class Counsel devoted substantial resources to the prosecution of this matter, foregoing other opportunities, with no guarantee that they would be compensated for their time or reimbursed for their expenses. *Id.* ¶16. In addition to attorney time spent on the case, Class Counsel also advanced \$35,379.89 in out-of-pocket expenses with no guarantee of repayment. *Id.* ¶13 Nevertheless, Class Counsel zealously advocated for Plaintiffs and the Settlement Class. To date, Class Counsel have received no compensation for their work on this case. *Id.* ¶16. Class Counsel’s “substantial outlay,” and the risk of no recovery, further supports the award of their requested fees. *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (C.D. Cal. 2008).

ii. The Skill and Standing of the Attorneys Supports the Requested Fees

The attorneys handling this case are in good standing in their respective jurisdictions. Class Counsel are well-respected attorneys with significant experience litigating similar class action cases in courts across the country. Borrelli Decl., ¶¶26-27. Furthermore, “[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs’ counsel’s performance.” *In re MetLife Demutalization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y.

2010). Here, Defendant was represented by the prominent and well-respected law firm of Keeker, Van Nest & Peters LLP. Class Counsel achieved an exceptional result in this case while facing well-resourced and experienced defense counsel. *See In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) (“The high quality of defense counsel opposing Plaintiffs’ efforts further proves the caliber of representation that was necessary to achieve the Settlement.”).

iii. The Settlement Was the Result of Arm’s-Length Negotiations Between the Parties after a Significant Exchange of Information

This action required considerable skill and experience to bring it to such a successful conclusion. Borrelli Decl., ¶19. The case required investigation of factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. *Id.* ¶20. Class Counsel undertook the large responsibility of funding this case, without any assurance that they would recover those costs. *Id.* ¶21. Class Counsel not only took on the obligation to act on behalf of the Plaintiffs, but also the class as a whole. *Id.* ¶22.

Class Counsel worked with Defendant’s Counsel to gather critical information in advance of the mediations, including the size and scope of the putative class. *Id.* ¶23. The Parties also engaged in pre-mediation discovery and exchanged detailed mediation statements airing their respective legal arguments. *Id.* On September 16, 2024, the Parties participated in a mediation with Judge Ghandi, which ultimately led to an agreement. *Id.* ¶24. Through the undertaking of a thorough investigation, informal discovery, and substantial arm’s-length negotiations, Class Counsel obtained a settlement that provides a real and significant monetary benefit to the Class. *Id.* ¶24. Since that time, Class Counsel have successfully moved for preliminary approval, are submitting an application for attorneys’ fees and costs, and diligently monitoring the notice program and claims administration process. *Id.* ¶25.

Defendant is represented by highly experienced attorneys who have made clear that, absent a settlement, they were prepared to continue their vigorous defense of this case and oppose class certification. *Id.* ¶28. Class Counsel undertook this representation understanding this risk and achieving the Settlement in spite of that risk.

iv. Attorneys’ Fees and Costs of 35% of the Settlement Fund is Consistent with the Usual and Customary Charges for Similar Work

Class Counsel’s request for \$1,295,000 in attorneys’ fees and costs is reasonable and consistent with market rates. The Seventh Circuit has held:

When a class suit produces a fund for the class, it is commonplace to award the lawyers for the class a percentage of the fund, in recognition of the fact that most suits for damages in this country are handled on the plaintiff’s side on a contingent fee basis. The typical contingent fee is **between 33 and 40 percent**.

Gaskill v. Gordon, 160 F.3d 361, 362 (7th Cir. 1998) (emphasis added).

Courts in Illinois routinely award attorneys’ fees of 35% (or more) of the common fund in class action cases. *See, e.g., McCormick*, 2022 IL 201197, ¶ 1 (approving award of 35% of common fund); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15833 (Cir. Ct. Cook Cty. Jul. 21, 2022) (awarding 40% of settlement fund); *Richardson v. Ikea North America Servs.*, No. 21-CH-5392 (Cir. Ct. Cook Cnty. 2023) (awarding 40% of common fund in privacy class action); *Martin v. Safeway, Inc.*, 20-CH-5480 (Cir. Ct. Cook Cnty. 2022) (same); *Donahue v. Everi Holdings, Inc.*, No. 2018-CH-15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020) (same); *Karpilovksy v. All Web Leads, Inc.*, No. 2017-cv-01307 (N.D. Ill. Aug. 8, 2019), ECF No. 173 (approving fees amounting to 35% of the entire settlement fund); *see also* Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 15.83 (William B. Rubenstein ed., 5th ed.) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”). The request here is consistent with this overwhelming precedent and should be granted.

3. Class Counsel’s Litigation Expenses are Reasonable

Under the terms of the Settlement Agreement, Class Counsel may seek reimbursement for costs and expenses reasonably incurred during this litigation, which they are seeking as part of their request for an award of 35% of the Settlement Fund as fees and costs. S.A. ¶ 8.1. To date, Class Counsel have incurred \$35,379.89 in expenses consisting substantially of mediation costs, as well as the filing fees, *pro hac vice* fees, and service of the complaints. Borrelli Decl. ¶17. Each of these expenses was necessarily and reasonably incurred to bring this case to a successful conclusion, and they reflect market rates for various categories of expenses incurred. *Id.* The requested expenses are commonly incurred in class action litigation. *See, e.g., Alvarado v. Nederend*, No. 1:08-cv-01099, 2011 WL 1883188, at *10 (E.D. Cal. May 17, 2011) (“[F]iling fees, mediator fees [], ground transportation . . . are routinely reimbursed in these types of cases.”); *Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 15 (affirming settlement award which included \$592,094 as a reimbursement for costs and expenses). These expenses were incurred for the benefit of the Settlement Class.

4. The Requested Service Awards are Reasonable and Appropriate

Like the proposed attorneys’ fee and expense award, the Settlement Agreement anticipates that Plaintiffs will petition the Court for a service award for the Settlement Class Representatives. S.A. ¶ 8.3. Settlement Class Members received notice that the Settlement Class Representatives will each request \$5,000 for their service to the Class. Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class and encourage the future filing of beneficial litigation. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992).

The requested award of \$5,000 for each of the seven Settlement Class Representatives is reasonable and commensurate with service awards approved by Illinois courts. Settlement Class Representatives’ willingness to commit time to this litigation and undertake the responsibilities

involved in representative matters resulted in a substantial benefit to the Settlement Class that fully justifies the requested incentive awards. Borrelli Decl. ¶30. Class Counsel relied on Settlement Class Representatives throughout the proceedings. *Id.* Settlement Class Representatives remained integrally involved in the proceedings, as they reviewed various versions of complaints and reviewed the Settlement. *Id.* ¶31.

Courts in Illinois frequently approve service awards far greater than the \$5,000 requested by Settlement Class Representatives. *See, e.g., Prelipceanu*, No. 2018-CH-15833 (Cir. Ct. Cook Cty., Ill. Jul. 21, 2020) (awarding \$10,000 to class representative); *Fauley*, 2016 IL App (2d) 150236, ¶ 15 (affirming trial court’s approval of settlement which included incentive awards of \$15,000 to the class representatives); *Crawford Lumber Co. v. Interline Brands, Inc.*, No. 11-CV-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (approving an award of \$25,000); *Spano v. Boeing Co.*, No. 06-cv-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving incentive awards of \$25,000 and \$10,000 for two plaintiffs); *Ryan*, 274 Ill. App. 3d at 917 (noting that trial court had awarded \$10,000 to each of the named plaintiffs); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. REV. 1303, 1308 (2006) (summarizing the results of a study which found that “[t]he average award per class representative was \$15,992”).

V. CONCLUSION

Plaintiffs and Class Counsel respectfully ask the Court to approve Plaintiffs’ request for \$1,295,000 in attorneys’ fees and litigation costs and expenses, and service awards in the amount of \$5,000 for each of Settlement Class Members. The requested awards would adequately reward and reasonably compensate Settlement Class Representatives and Class Counsel for assuming the significant risks that this case presented at the outset and nonetheless choosing to expend a

substantial amount of time and resources investigating, litigating, and negotiating a resolution to this case for the benefit of the Settlement Class.

Dated: September 15, 2025

By: /s/ Samuel J. Strauss

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CERTIFICATE OF SERVICE

I, Samuel J. Strauss, hereby certify that on September 15, 2025, I electronically filed the foregoing with the Clerk of the Court using the Odyssey eFileIL system, which will send notification of such filing to counsel of record.

DATED this 15th day of September, 2025.

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