IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

KENSANDRA SMITH and MARY ELLEN NILES, *individually and on behalf of all others similarly situated*,	)	
Plaintiffs,	)	Case No. 23-cv-15828
v.	)	Hon. Jeremy C. Daniel
LOYOLA UNIVERSITY MEDICAL CENTER,	)	
Defendant.	)	

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

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Further to Fed. R. Civ. P. 23(h) and 54(d)(2), Plaintiffs Kensandra Smith and Mary Ellen Nilles, on behalf of themselves and all others similarly situated, by and through undersigned counsel, respectfully submit this Memorandum of Law in Support of Motion for Attorneys' Fees, Costs and Service Awards.

I. INTRODUCTION

On May 8, 2025, this Court preliminarily approved a proposed class action settlement between Plaintiffs Kensandra Smith and Mary Ellen Nilles (collectively, "Plaintiffs" or "Settlement Class Representatives") and Defendant Loyola University Medical Center ("Defendant" or "LUMC" and together with Plaintiffs, the "Parties"). *See* ECF No. 76.[1] Class Counsel's efforts created distinct monetary benefits for the approximately 333,158 Settlement Class Members in the form of a $2,665,264.00 non-reversionary common fund which—after deducting for all court-approved costs and expenses—will be distributed to the Settlement Class Members on a *pro rata* basis. If finally approved, Settlement Class Members will also benefit from non-monetary benefits as Defendant has agreed, as part of the Settlement, to stop using tracking technologies on its Website without informing users about such usage via prominent disclosures through a "cookie banner." Defendant further covenants that, in lieu of such disclosures, it will license and use technology that sanitizes the information collected via tracking technologies.

This Settlement is an excellent result and a direct result of Class Counsel's efforts over the past twenty months. In short, Class Counsel thoroughly investigated the alleged use of tracking technologies on Defendant's Website, interviewed and vetted many potential clients (and possible

[1] All capitalized terms not defined herein have the same meanings as set forth in the Settlement Agreement and Release ("Settlement Agreement" or "S.A."), which was filed as Exhibit 1 to the Joint Declaration of David S. Almeida and Christopher D. Jennings in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. *See* ECF No. 70-1.

class representatives), meticulously drafted a detailed complaint explaining rather complicated technology and then, once filed, zealously prosecuted Plaintiffs' claims, achieving this Settlement only after preparing for and participating in a mediation with an experienced class action mediator, among many other things. Even after coming to an agreement on the material terms of the proposed settlement, Class Counsel worked for months to finalize the Settlement Agreement and associated exhibits as well as the motion for preliminary approval.

Class Counsel did all of this work on a purely contingent fee basis receiving no compensation nor assurances of same during the entirety of the case which involved a nascent (and complicated) area of the law. Moreover, Class Counsel advanced all case costs and expenses for the benefit of the Settlement Class. Now, as compensation for the substantial benefits conferred upon the Settlement Class, Class Counsel respectfully requests this Honorable Court to award attorneys' fees in the amount of $803,421.33, which represents one third or 33.33% of the Net Settlement Fund meaning the value of the non-reversionary common fund ($2,665,264.00) minus the costs of notice and administration (capped at $250,000) and the requested service awards of $2,500 for each representative Plaintiff (totaling $5,000.00). Class Counsel also respectfully requests that they be reimbursed for their litigation expenses totaling $21,326.01 as those amounts were reasonably and appropriately expended in furtherance of Plaintiffs' claims.[2]

II. BACKGROUND

In the interests of brevity and efficiency, Plaintiffs respectfully refer the Court to the detailed case summary and procedural history set forth in their Unopposed Motion for Preliminary

[2] Plaintiffs will separately move for final approval of the Settlement, which will be filed prior to the Final Approval Hearing scheduled for September 17, 2025 at 9:30 a.m.

Approval of Class Action Settlement and Memorandum in Support, which this Court granted on May 8, 2025. *See* ECF No. 70 (filed on April 28, 2025) & ECF No. 76.

III. SUMMARY OF SETTLEMENT

The proposed Settlement provides a straightforward claims process by which Settlement Class Members may obtain an award from the Settlement or exclude themselves or object.

A. The Settlement Class

The Settlement provides for monetary and equitable benefits for a nationwide Settlement Class defined as: "[a]ll persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022." S.A. ¶ 1.26. The Settlement Class consists of approximately 333,158 members. *Id.* A Settlement Class Member is any Person who falls within the definition of the Settlement Class. *Id.* ¶ 1.27. The Settlement Class specifically excludes Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s). *Id.* ¶ 1.26.

B. Settlement Benefits

The Settlement provides Class Members with timely and tangible benefits targeted at remediating the specific harms they allegedly suffered using Defendant's Website as detailed in the Amended Complaint. The monetary benefits of the Settlement are available to all Settlement Class Members through the $2,665,264.00 non-reversionary Settlement Fund to be funded by Defendant. *See* S.A. ¶ 2.1. The Settlement Fund will be used to pay all Court-approved costs and expenses associated with the Settlement including (i) Administration and Notice Costs (including required CAFA notice); (ii) attorneys' fees and expenses and (iii) any service awards. *Id.* ¶ 2.2. After deducting those Court-approved costs, the remaining monies (the Net Settlement Fund) will

be distributed to all Settlement Class Members who submit a valid claim on a *pro rata* basis.[3] To date, the Settlement has been received exceptionally well by Class Members. *See* Joint Declaration of David S. Almeida and Christopher D. Jennings in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards ("Fee Decl."), ¶ 51. Although the claims period remains open until August 5, 2025, as of July 17, 2025, the claims rate was approximately 13%. *Id.*

Notably, no portion of the Settlement Fund will revert to Defendant. *See* S.A. ¶ 3.8. Rather, any Residual Funds shall be disposed of as follows: (a) if Residual Funds would allow for a payment of $5.00 or more to each claiming Settlement Class Member, after accounting for administrative expenses, then a second payment distribution shall be made to all individuals who negotiated their initial payment or (b) if Residual Funds are insufficient to provide at least $5.00 after accounting for administrative expenses, then the residual funds will be paid to *cy pres* recipient American Red Cross. *Id.* Because the balance of the Settlement Fund will be "swept out" in direct Pro Rata Cash Payments to Settlement Class Members making valid claims, it is anticipated that any *cy pres* award will be nominal and will only consist of funds associated with uncashed checks or non-redeemed electronic payments.

C. Attorneys' Fees & Costs & Plaintiffs' Service Awards

The Settlement Agreement calls for a reasonable Service Award to be sought in the amount of $2,500.00 for the two Representative Plaintiffs. *See* S.A. ¶ 8.2. The Service Award is meant to compensate Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class. *Id.* Named Plaintiffs efforts include, but are not limited to, maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the

3 Additionally, Defendant will also provide non-monetary benefits by stopping the use of tracking technologies without prominent disclosures using a "cookie banner" or otherwise employ certain technology that sanitizes the information collected via tracking technologies. S.A. ¶ 4.5.

Litigation's investigation, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Settlement Agreement, and answering Class Counsel's many questions. *See* Fee Decl. ¶ 28.

Only after reaching agreement as to all material terms of the Settlement, Class Counsel negotiated their fees and costs separate and apart from the benefit to Class Members. *Id.* ¶ 30; *see also* S.A. ¶ 8.1. The Parties agreed that Class Counsel could request the Court to approve an award of attorneys' fees not to exceed one third of the Net Settlement Fund and for reasonable costs and expenses incurred in prosecuting the Litigation, not to exceed $25,000.00, for a total request not to exceed $913,000.00. *Id.*

Class Counsels' fees were not guaranteed—the retainer agreement Counsel had with Plaintiffs did not provide for fees apart from those earned on a contingent basis—and, in the case of class settlement, as approved by the Court. *See* Fee Decl. ¶ 33. The purely contingent basis upon which Class Counsel took the case meant that Class Counsel assumed significant risk. *Id.* Class Counsel spent considerable time on this Litigation that could have otherwise been spent on other, fee-generating matters, and shouldered the risks of an adverse judgment. *Id.* ¶ 34.

Given the efficiency with which Class Counsel litigated the case (as well as their knowledge and experience in litigating similar "pixel cases"), the litigation costs and expenses incurred in this case are relatively low. Specifically, Plaintiffs' current expenses are $21,326.01 which include, among other things, filing fees, expert fees, and mediation costs. *Id.* ¶¶ 42- 45. These costs are reasonable and were necessary for the successful resolution of the Litigation.

IV. LEGAL STANDARD

Rule 23 provides that "[i]n a certified class action, the court may award reasonable attorney's fees ... that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h).

In the Seventh Circuit, courts determine class action attorneys' fees by doing "their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001) ("*Synthroid I*") (collecting cases). "At the time" is at the start of the case: the Court must "estimate the terms of the contract that private plaintiffs would have negotiated with their lawyers, had bargaining occurred at the outset of the case (that is, when the risk of loss still existed)." *Id.*

As part of this inquiry, the Court "must assess the value of the settlement to the class and the reasonableness of the agreed-upon attorneys' fees for class counsel," the central consideration being what class counsel achieved for class members. *See, e.g., Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 235 (N.D. Ill. Mar. 2, 2016) (quoting *Redman v. RadioShack Corp.*, 768 F.3d 622, 629 (7th Cir. 2014)). In common fund cases, such as this one, class counsel "who recovers a common fund for the benefit of a class is entitled to a reasonable portion of the fund that is made available to the class." *In re Sw. Airlines Voucher Litig.*, 799 F.3d 701, 708 (7th Cir. 2015).

V. DISCUSSION

Plaintiffs respectfully request that the Court approve attorneys' fees of $803,421.33, expenses of $21,326.01, and a $2,500 Service Award for each Class Representative. As explained below, the requested fee award is very much in line with the market rate for similar attorney services in this jurisdiction and fairly reflects the result achieved. Similarly, the requested Service Award is comparable to other privacy cases and should be approved.

A. Class Counsel's Requested Fee is Reasonable and Should be Approved.

Class Counsel took this matter on a pure contingency basis with no promise or guarantee of payment and advanced all case-related expenses and costs out of their own pockets. Despite the uncertainty attendant with such a rapidly developing area of law, Class Counsel achieved an

excellent result for the Class, where each Settlement Class Member who submits a valid claim will receive a significant cash payment. For their work and their results, Class Counsel seek the standard market rate for successful class actions, namely, one-third of the Net Settlement Fund.

1. The Percentage of the Fund Method is Appropriate for Calculating Fees.

The Seventh Circuit affords district courts discretion to determine the "market rate" based on either a lodestar or percent-of-benefit method. *See, e.g.*, *Americana Art China Co., Inc. v. Foxfire Printing & Packaging, Inc.*, 743 F.3d 243, 247 (7th Cir. 2014) ("[T]he choice of methods is discretionary . . . in our circuit, it is legally correct for a district court to choose either."); *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011) (similar); *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998) ("[W]e have never ordered the district judge to ensure that the lodestar result mimics that of the percentage approach.").

The approach favored for consumer class actions in the Seventh Circuit is to compute attorneys' fees as a percentage of the benefit conferred upon the class: "there are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration." *Florin v. Nationsbank of Ga., N.A.*, 34 F.3d 560, 566 (7th Cir. 1994); *see also In re Cap. One TCPA Litig.*, 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (finding percentage-of-the-fund to be the "normal practice in consumer class actions"). Indeed, courts often find that it is more efficient to establish market based contingency fee percentages than to "hassle over every item or category of hours and expense and what multiple to fix and so forth." *In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 573 (7th Cir. 1992); *see also Gaskill v. Gordon*, 942 F. Supp. 382, 386 (N.D. Ill. 1996) (holding percentage-of-fund method "provides a more effective way of determining whether the hours expended were reasonable"), *aff'd*, 160 F.3d 361 (7th Cir. 1998).

When assessing the reasonableness of requested attorneys' fees, most federal courts compare the amount requested against the total value of the benefit created by the Settlement. In

calculating a percentage fee award in a class action involving a settlement fund, the Supreme Court has recognized 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." *McDaniel v. Qwest Commc'ns Corp.*, 2011 WL 13257336, at *3 (N.D. Ill. Aug. 29, 2011) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); *see also T.K. Through Leshore v. Bytedance Tech. Co.*, 2022 WL 888943, at *24 (N.D. Ill. Mar. 25, 2022) (same). Because the Settlement here involves a non-reversionary common fund, the percent-of-benefit method for calculating attorneys' fees is appropriate.

2. Class Counsel's Requested Fee Award Represents a Reasonable Percentage of the Net Settlement Fund.

Class Counsel's knowledge, experience and, most notably, contingent fee work have resulted in significant benefits for the Settlement Class Members. Now, for its efforts, Class Counsel seeks fees of $803,421.33, one third or 33.33% of the Net Settlement Fund, and $21,326.01 in litigation costs.

District courts in the Seventh Circuit utilize a slight variant on the widely-accepted percentage of the fund approach; here, district courts consider the ratio of "(1) the fee to (2) the fee plus what the class members received." *Redman*, 768 F.3d at 630 (omitting administrative costs and incentive awards from analysis). The "presumption" is generally that "attorneys' fees awarded to class counsel should not exceed a third or at most a half of the total amount of money going to class members and their counsel." *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014). "[A] district court should compare attorney fees to what is actually recovered by the class and presume that fees that exceed the recovery to the class are presumptively unreasonable." *In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.*, 867 F.3d 791, 792 (7th Cir. 2017) (citing *Pearson*, 772 F.3d at 782).

Here, the requested fees are well within the guidelines set forth in *Pearson.* Considering Seventh Circuit precedent that provides that the costs incurred for notice and administration costs and service awards should not be considered for purposes of determining the appropriate percentage of attorneys' fees to be awarded in a common fund settlement, Class Counsel are requesting one third or 33.33% of the Net Settlement Fund, which is computed by subtracting the costs of notice and administration (capped at $250,000) as well as Plaintiffs' requested service awards of $2,500.00 each (totaling $5,000.00). *See* Fee Decl. ¶¶ 26-27. This fee request is reasonable, in line with market rates, and should be approved. *See, e.g.*, *Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 795 (7th Cir. 2018) (affirming post-*Pearson* fee award in TCPA class action that included "the sum of 36% of the first $10 million"); *Taubenfeld v. Aon Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) (noting table of thirteen cases in the Northern District of Illinois submitted by class counsel showing fees awarded ranged from 30% to 39% of the settlement fund).

3. The Requested Fee is Commensurate with Fees Awarded in Similar Settlements.

"As the Seventh Circuit has held, attorney's fee awards in analogous class action settlements shed light on the market rate for legal services in similar cases." *Kolinek v. Walgreen Co*., 311 F.R.D. 483, 493–94 (N.D. Ill. 2015) (citation omitted). In this case, the requested fees were determined by direct negotiations between the Parties after the substantive terms of the Settlement were agreed upon. *See* Fee Decl. ¶ 30. The Parties considered the range of fee awards from other tracking technology healthcare cases that were considered comparable cases. *Id.* ¶ 31.

Of particular note here is that the per-class member recovery amount compares extremely favorably (and is, in fact, more beneficial to the class members than settlements approved in similar matters involving the disclosure of protected health information through tracking pixels on a medical provider's website). Specifically, the per-head amount negotiated in this case is $8.00 per

Class Member, which yields an overall fund of $2,665,264.00 (333,158 Settlement Class Members multiplied by $8.00 each).[4]

Case Name	Case Number	Settlement Amount	Class Size	Per Person
John v. Froedtert Health, Inc.	No. 23-CV-1935 (Wis. Cir. Ct. Milwaukee Cnty.)	$2,000,000	459,000	$4.35
In re Advocate Aurora Health Pixel Litigation	No. 19-1651 (E.D. Wis.)	$12,225,000	2,500,000	$4.89
In re: Group Health Plan Litigation	No. 23-cv-00267 (D. Minn.)	$6,000,000	978,305	$6.13
In re Novant Health, Inc.	No. 1:22-cv-00697 (M.D.N.C.)	$6,660,000	1,362,165	$4.85

In sum, the requested fee award falls well within the range of settlements approved as reasonable in other similar settlements.

4. The Risk Associated with this Litigation Justifies the Requested Fee Award.

Because Class Counsel litigated this action on a purely contingent basis and given the uncertainties of data privacy and tracking technology class actions, the risk of nonpayment was significant, which further justifies awarding the fees sought here. "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 non-payment is a key consideration in assessing the reasonableness of a requested fee and must be incorporated into any ultimate fee award. *See, e.g.*, *Sutton v. Bernard*, 504 F.3d 688, 694

[4] As the Claim Deadline is on August 5, 2025, Plaintiffs will address the claims rate and estimated pro rata amounts to be distributed to Class Members in their Motion for Final Approval.

(7th Cir. 2007) (finding abuse of discretion where lower court, in applying percentage-of-the-fund approach, refused to account for the risk of loss).

Class Counsel assumed the risk inherent in this Litigation including, but not limited to, the expenditure of time, costs, and expenses necessary to prosecute the case zealously on behalf of Plaintiffs and the Class. Fee Decl. ¶ 34. Courts within this district recognize that "[d]ata privacy law is a relatively undeveloped and technically complex body of law, which creates uncertainty and, therefore, additional risk for Class Counsel." *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022). This case is no exception. Defendant has emphatically denied Plaintiffs' allegations of wrongdoing and in continued litigation would have vigorously defended against Plaintiffs' individual and representative claims. This Litigation involves complicated and technical facts, highly skilled opposing counsel, and challenging issues for liability, class certification, and damages, to name a few. Were litigation to proceed, there would be numerous expert reports and costly depositions, which would present significant risks and expenses. Fee Decl. ¶¶ 38-41. There are numerous hurdles that Plaintiffs would have had to overcome before the Court might find a trial appropriate. *Id.* Even a victory at trial does not spell ultimate success. *Id.*

Given the uncertainty surrounding data privacy law where causation and damages may be difficult to prove, unknown variables in relation to the size and nature of the class pre-suit, whether this Court would ultimately certify Plaintiffs' proposed class, costs of experts, and whether Plaintiffs would ultimately be successful on the merits of their claims, the risk Class Counsel assumed was significant. Despite these risks, Class Counsel took on this litigation on a purely contingent basis and courts have long recognized that counsel should be encouraged to take on risky cases by providing appropriate recovery. Thus, this factor supports the requested fee award.

5. The Requested Fee is Well Within the Range of Typical Contingency Fee Arrangements in this Circuit.

Class Counsel's request for one-third of the Net Settlement Fund is reasonable, consistent with market rates and with Seventh Circuit precedent. In evaluating the requested fee, the "actual fee contracts that were privately negotiated for similar litigation" may also be relevant considerations. *Taubenfeld*, 415 F.3d at 599 (citing *Synthroid I*, 264 F.3d at 719). The customary contingency agreement in this Circuit is 33% to 40% of the total recovery. *See, e.g.*, *Gaskill*, 160 F.3d at 362–63 (affirming award of 38%); *Kirchoff*, 786 F.2d at 323 (finding 40% to be "the customary fee in tort litigation"); *In re Tiktok, Inc., Cons. Priv. Litig.*, 617 F. Supp. 3d at 941 (finding that in class action litigation generally, the "market fee" is a one-third contingency fee); *Retsky Fam. Ltd. P'ship v. Price Waterhouse, LLP*, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (noting customary contingent fee is "between 33 1/3% and 40%").

Here, the agreement between Plaintiffs and Class Counsel is consistent with customary contingency agreements. The fees contemplated under Class Counsel's representation agreements for cases in this district and elsewhere generally fall within the 33% to 40% range. Fee Decl. ¶¶ 33-35. Class Counsel's fee request of one third of the Net Settlement Fund is at the low end of the range regularly allowed for by courts in this district. This factor supports a finding that the requested fee reflects the amount Class Counsel would have received had they negotiated their fee *ex ante* and should therefore be awarded.

6. The Quality of Performance and Work Invested Support the Fee Request.

Class Counsel should be rewarded for litigating this matter with considerable diligence and efficiency. The quality of Class Counsel's performance and time invested through pre-suit investigation, preparation of the Complaint and amended complaint, working with experts, briefing on a motion to remand and motion to dismiss, the start of formal discovery, substantial

informal discovery, and adversarial negotiations to achieve a Settlement worth millions of dollars for the benefit of the Settlement Class further supports the requested fee award. *See Sutton*, 504 F.3d at 693 (evaluating quality of counsel's performance). Class Counsel performed significant work in this case, including months negotiating and finalizing the terms of the settlement and settlement approval papers. Fee Decl. ¶¶ 5-16. After preliminary approval was granted, Class Counsel spent further time working with the Settlement Administrator to get notice out and to monitor the claims process. *Id*. ¶¶ 15-16.

The experience, reputation, and ability of Class Counsel is another factor courts evaluate in determining an appropriate attorneys' fees award. Here, Class Counsel relied upon their significant experience handling data privacy class actions nationwide to negotiate a non-reversionary common fund settlement with experienced defense counsel. Fee Decl. ¶¶ 17-21 Both Almeida Law Group LLC and Jennings & Earley PLLC are national firms with significant experience in consumer class action and data privacy litigation, including cases involving the tracking technologies present on Defendants' Website. *Id.* Exhibits 1 & 2 (Class Counsels' firm resumes). And because Class Counsel proceeded on a contingent fee basis, they "had a strong incentive to keep expenses at a reasonable level[.]" *George v. Kraft Foods Glob., Inc.*, 2012 WL 13089487, at *4 (N.D. Ill. June 26, 2012). Given the strength of the Settlement obtained for the Class and the lengthy and adversarial nature of the Litigation and settlement negotiations, Class Counsel respectfully submit that their experience and the quality and amount of work invested for the benefit of the Class supports the requested fee.

B. The Court Should Also Award Reasonable Reimbursement for Expenses.

It is well established that counsel who create a common benefit like this one are entitled to the reimbursement of litigation costs and expenses. *See, e.g.*, *Beesley v. Int'l Paper Co.*, 2014 WL 375432, at *3 (S.D. Ill. Jan. 31, 2014) (citing Fed. R. Civ. P. 23; *Van Gemert*, 444 U.S. at 478).

The Seventh Circuit has held that costs and expenses should be awarded based on the types of "expenses private clients in large class actions (auctions and otherwise) pay." *Synthroid I*, 264 F.3d at 722**Error! Bookmark not defined.**; *see also Spicer v. Chi. Bd. Options Exch., Inc.*, 844 F. Supp. 1226, 1256 (N.D. Ill. 1993) (noting that courts regularly award reimbursement of those expenses that are reasonable and necessarily incurred in the course of litigation).

Here, Class Counsel have incurred $21,326.01 in reimbursable expenses. *See* Fee Decl. ¶¶ 43-45. These expenses were necessary to prosecute this Litigation and modest in comparison to both similarly sized lawsuits and the enormous costs that likely would have been incurred if litigation had continued to trial and potential appeals. *Id.* ¶ 46 Accordingly, Class Counsel request that the Court approve as reasonable expenses in the amount of $21,326.01.

C. The Service Award to the Class Representative Should Be Approved.

Class Counsel also requests that the Court grant Service Awards to Named Plaintiffs—in the amount of $2,500 to each Plaintiff—for their efforts on behalf of the Class. Service awards compensating named plaintiffs for work done on behalf of the class are routinely awarded. Such awards encourage individual plaintiffs to undertake the responsibility of representative lawsuits. *See, e.g.*, *Niedert*, 142 F.3d at 1016 (recognizing that "[b]ecause a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *Synthroid I*, 264 F.3d at 722 ("Incentive awards are justified when necessary to induce individuals to become named representatives."). Without Plaintiffs serving as Class Representative, the Class would not have been able to recover anything. *See Chambers v. Together Credit Union*, 2021 WL 1948452, at *3 (S.D. Ill. May 14, 2021) (finding requested service award reasonable where class representative was involved in litigation).

The Class Representatives spent considerable time pursuing Class Members' claims. In addition to lending their names to this matter, and thus subjecting themselves to public attention,

Plaintiffs were actively engaged in this Litigation. Fee Decl. ¶ 27. They (1) maintained contact with Class Counsel; (2) participated in client interviews; (3) provided relevant documents; (4) assisted in the investigation of the case; (5) remained available for consultation throughout settlement negotiations; (6) reviewed relevant pleadings and the Settlement Agreement; and (7) answered counsel's many questions. *Id.* ¶ 28. Their dedication to this Litigation was notable, particularly given the relatively modest size of their personal financial stakes in this case.

Moreover, the total amount requested, $2,500 each for two Plaintiffs, is less than many other awards approved by federal courts in this Circuit. *See, e.g.*, *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d at 949 (approving $2,500 service awards for approximately 35 plaintiffs); *Kolinek*, 311 F.R.D. at 502 (finding "$5,000 reward is justified based on Kolinek's role working with class counsel, approving the settlement agreement and fee application, and volunteering to play an active role if the parties continued litigating through trial"); *Niedert*, 142 F.3d at 1016 (affirming $25,000 incentive award); *Heekin v. Anthem, Inc.*, 2012 WL 5878032, at *1 (S.D. Ind. Nov. 20, 2012) (approving $25,000 incentive award to lead class plaintiff); *Will v. Gen. Dynamics Corp.*, 2010 WL 4818174, at *4 (S.D. Ill. Nov. 22, 2010) (awarding $25,000 each to three plaintiffs). Thus, the requested service awards should be approved.

VI. CONCLUSION

Settlement Class Counsel, with the help of Plaintiffs, achieved a settlement which provides for many significant benefits for the Class. Every aspect of this case and the resultant class-wide Settlement was worked aggressively and that expenditure of time and expense has yielded considerable benefits. In return, Class Counsel seek Attorneys' Fees and Expenses and Service Awards within the range of those regularly approved by courts in the Seventh Circuit. As the requested fees are inherently reasonable, Plaintiffs respectfully request their approval.

Dated: July 22, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ David S. Almeida