IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
SP PLUS CORPORATION, a Delaware Corporation, Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Delaware Corporation, as successor-in-interest to CTR PARKING SOLUTIONS, LLC Third-Party Defendant.	

PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR SERVICE AWARD TO CLASS REPRESENTATIVE AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL

INTRODUCTION

Plaintiffs Adam Savett and Michele Gerrits-Faeges allege Defendant SP Plus Corporation knowingly or recklessly failed to comply with FACTA by printing the first four digits plus the last four digits of credit cards and debit cards on receipts provided to consumers. Defendant denies these allegations. For almost a decade, the Parties exchanged multiple rounds of written discovery, produced and reviewed thousands of pages of records,

took numerous depositions, briefed and argued class certification, and litigated an appeal before the Appellate Division, First District.

On January 17, 2024, the Parties participated in a full-day mediation session with the Hon. Diane Welsh (Ret.) at JAMS Philadelphia. Following further appellate proceedings, the Parties met with Judge Welsh for further mediation sessions on February 7, 2024, and March 11, 2025, and reached an agreement in principle to settle this case on a classwide basis.

According to the Parties' Agreement, any Class Member[1] who submitted a timely and Valid Claim Form would receive a Voucher for up to $23 for airport parking at Cleveland Hopkins International Airport. The claim form required a sworn statement attesting that the Class Member parked at Cleveland Hopkins International Airport between February 17, 2015, and May 19, 2016, used a credit or debit card for payment, and received an electronically printed receipt. Class Members must also attest to the make and model of the vehicle used to park during the Class Period and provide other information, including their full name, home address, and a valid email address.

Consistent with the highest ethical standards, and through Judge Welsh, the Parties negotiated potential attorneys' fees, costs, and a service award separately from the relief to the Class.

On January 5, 2026, this Court preliminarily approved the Parties' Agreement. Plaintiff now moves this Court for a service award to Plaintiff Savett (Plaintiff Michele Gerrits-Faeges has declined her potential service award) and an award of attorneys' fees and costs to Class Counsel.

[1] Unless otherwise stated herein, all defined, capitalized terms included in this memorandum have the same meaning as in the Settlement Agreement, which was attached as Exhibit 1 to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

Class Counsel undertook significant litigation efforts and expense to prosecute this nearly decade-long case. The settlement provides a meaningful result for Class Members and was achieved because of Class Counsel's skill, determination, and tenacious advocacy. Indeed, given the Illinois Supreme Court's November 25, 2025, ruling in *Fausett v. Walgreen Co*., 2025 IL 131444, holding that a plaintiff who received receipts showing the first six and last four digits of her debit card number in violation of FACTA, but who alleged only an increased risk of identity theft without any actual harm, lacked standing to bring a claim, the Class would have wound up with nothing absent Class Counsel's skillfully negotiated Settlement.

Accordingly, Plaintiffs respectfully submit this Motion, seeking an award of attorneys' fees and costs of $1,650,000, wherein the requested fee represents a fee of only 21% of the total benefit made available to the Class. Notably, the requested attorneys' fees and costs will have no effect on Defendant's payments to Class Members. Even Savett's requested $10,000 service award would come from the amount designated for Plaintiffs' counsel's attorneys' fee and costs, meaning his service award, too, would have no effect on Defendant's payments to Class Members. For these reasons, Plaintiffs believe the requested fee and cost award is fair, reasonable, commensurate with the results obtained by Class Counsel, and consistent with Illinois precedent.

SUMMARY OF THE SETTLEMENT

The Class is defined as follows:

> All people who, from February 17, 2015, through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt.

The Class does not include any person who timely excludes themself from the Class, nor does it include Plaintiffs' and Defendant's counsel, their employees, and family members

of both, employees of Defendant and HUB Parking Technology USA, Inc., and family members of both, and Court personnel and their family members.

The Agreement provides that Defendant shall provide a Voucher for up to $23 to be used for airport parking at Cleveland Hopkins International Airport to any Class member who submits a valid and timely claim form. Defendant has also agreed to pay the costs of Class Notice and administrative costs. Defendant has also agreed to pay Class Counsel's attorneys' fees and costs and Service Awards for the named Plaintiffs (as authorized by the Court and separate from the Class recovery) together, in an amount not to exceed $1,650,000.

In exchange for this relief, a release will bind all Class Members who do not timely opt out. It will release all claims (as more fully set forth in the Settlement Agreement) in connection with the matters, issues, or facts alleged in, or which could have been alleged in, arising out of, or related to this lawsuit or alleged violations of FACTA. The full scope of the release, and its exact terms, are described in the Agreement. Exhibit 1 at § I.24.

As it concerns attorneys' fees and costs, the Parties discussed and negotiated them separately from the proposed settlement terms for the Class (subject to Court approval) through Judge Welsh. Savett's service award, which would come from Plaintiffs' counsel's attorneys' fees and costs, not the Class recovery, is also separate from the Parties' agreement to a Class recovery. All negotiations were conducted at arm's length under the supervision of Judge Welsh and were structured in accordance with the highest ethical standards to avoid conflicts of interest between Class Counsel and the Class members.

Defendant has agreed to pay, subject to Court approval, an amount no greater than $1,650,000 in attorneys' fees and costs, which includes the Service Awards for the named Plaintiffs. Exhibit 1 at § V. Class Member recoveries will not be reduced by the amounts of

attorneys' fees and costs.

Considering the total costs are $112,589.76 (*see* Exhibit 2) and the $10,000 service award, this leaves $1,527,410.24 available for attorneys' fees. Assuming a class member number of 483,817, *see* Apr. 21, 2023, Class Certification Order at p. 5 (observing the possibility of 483,817 class members), if Plaintiffs generously reduce this number by half (to liberally account for repeat parks because 483,817 represents parks, not people), this will create a class-member number of 241,909. The settlement offers each class member up to $23, making available a total settlement value of $5,563,907. When adding Plaintiffs' counsel's requested fees and costs of $1,650,000 and the claims administrator's bill of $53,000, the total value made available totals $7,266,907. And though one-third of this value would be $2,398,079.31, Plaintiffs' counsel's requested fee is only $1,527,410.24 ($1,650,000 net of expenses and Savett's service award), which represents only 21% of the settlement value made available.

Finally, Plaintiffs' counsel's lodestar, accrued over this almost ten-year case that included vigorous written and documentary discovery, depositions, class certification, and Defendant's appeal, is $3,136,827.16. *See* Exhibit 2. And following final approval, more work would be required to monitor and ensure proper settlement administration. A fee of $1,527,410.24 would represent only 43% of Plaintiffs' counsel's current (and not including administrative time following final approval) lodestar.

LAW AND DISCUSSION

I. The requested attorneys' fees are reasonable, and this Court should approve them.

A. This Court may consider the reasonableness of Class Counsel's attorneys' fee request.

Notwithstanding Defendant's agreement to the negotiated fee and costs award, the Court may assess the reasonableness of the requested fees and expenses when considering whether the Settlement is fair. *See Lurie v. Canadian Javelin Ltd.*, 93 Ill.2d 231, 238 (1982), *abrogated on other grounds by Brundridge v. Glendale Fed. Bank, F.S.B.*, 168 Ill.2d 235 (1995) (describing the suitability of the court to review reasonableness of fee request). Fairness and reasonableness determinations are entrusted to the sound discretion of the Court. *Godinez v. Sullivan-Lackey*, 352 Ill. App. 3d 87, 95 (Ill. App. Ct. 2004).

In *Lurie*, a case where defendants agreed to pay reasonable attorneys' fees not from a class fund but in addition to the stipulated class recovery, the court assessed the reasonableness of the fee request based on the total value of the settlement, the size and character of the class, and the results achieved, all of which determined the value to the class. *Lurie,* 93 Ill. 2d at 238-39.

Here, Class Counsel's fee request bears all the hallmarks of fee awards that Illinois state and federal courts have approved. The parties reached a settlement through a mediation process overseen by and with the assistance of Judge Welsh. The amount of class relief was negotiated and agreed to separately from negotiations regarding attorneys' fees, costs, and a class representative service award. The structure of the Parties' settlement provides that the class relief is neither connected to nor diminished by the attorneys' fees and litigation expenses and service award approved by the Court. The same relief is available to Class Members

regardless of the amounts of attorneys' fees and litigation expenses awarded because Defendant has agreed to pay these amounts directly to Class Counsel and over and above the relief to the class. As discussed more thoroughly below, these circumstances and Illinois precedent warrant approval of the parties' agreed-upon award of attorneys' fees and costs to Class Counsel of $ 1,650,000, which includes the requested service award to Savett.

B. Over-and-above attorneys' fee agreements, negotiated separately from relief to the class, are subject to deference.

It is well-established that fee agreements settling class actions are encouraged where, as here, the Parties negotiated attorneys' fees separately from the underlying settlement and class relief. Indeed, the United States Supreme Court has addressed the benefit of negotiating fees, stating that "[a] request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee." *Hensley v. Eckerhart*, 461 U.S. 424,437 (1983).

Over-and-above attorneys' fee agreements like this one, negotiated separately from Class relief, are subject to deference. *See Martin v. Reid*, 818 F.3d 302, 306 (7th Cir. 2015) (approving request for attorneys' fee in claims-made, common-fund settlement where "Class counsel's fee is entirely separate from the $10,250,000 available for class compensation."). Such over-and-above attorneys' fees are encouraged where the parties negotiate them separately from class relief, and they will not reduce any class member's recovery. *See, e.g., Carroll v. Macy's, Inc.*, No. 2:18-cv-01060, 2020 WL 3037067, at *22–23 (N.D. Ala. June 5, 2020) (approving "fees [] paid on top of (that is, above and beyond) the fund set up for the Settlement Class"); *Williams v. New Perm Fin., LLC*, 2019 WL 2526717, at *6–8 (M.D. Fla. May 8, 2019) (approving "attorneys' fees under Settlement . . . to be paid separately from the Settlement amount paid to Class Members"); *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297

F.R.D. 683, 690, 694 (S.D. Fla. 2014) (holding $20 million attorneys' fee award was reasonable in homeowners' nationwide class action against mortgage lender and force-placed hazard insurer, in part, because requested fee would be paid by defendants in addition to $300 million available to class); *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 695 (N.D. Ga. 2001) ("[T]he Court should give substantial weight to a negotiated fee amount, assuming that it represents the parties' 'best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney's fees.'").

Courts hold that over-and-above fee requests are entitled to a "presumption of reasonableness." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 322–33 (W.D. Tex. 2007); *see also Bailey v. AK Steel Corp.*, 2008 WL 553764, at * 1 (S.D. Ohio Feb. 28, 2008) ("fees negotiated and paid separate and apart from the class recovery are entitled to a 'presumption of reasonableness'").

The reasoning of these rulings is twofold. First, any judicial reduction of over-and-above fee requests at final approval would only benefit defendants, not class members. *See DeHoyos*, 240 F.R.D. at 322 ("Were the Court to reduce the award of class counsel's fees, this would not confer a greater benefit upon the class, but rather would only benefit Allstate."); *Lane v. Page*, 862 F. Supp. 2d 1182, 1258 (D.N.M. 2012) ("Even if the Court were to reject the attorney's fees arrangement, the funds would not go to the class and would not increase the class fund in any way."). Second, "where the money paid to attorneys is entirely independent of money awarded to the class, the Court's fiduciary role in overseeing the award is greatly reduced, because there is no potential conflict of interest between attorneys and class members." *Mirakay v. Dakota Growers Pasta Co.*, No. 13-cv-4429, 2014 WL 5358987, at *11 (D.N.J. Oct. 20, 2014).

As in the foregoing cases, the Parties negotiated attorneys' fees separately from Class relief. Plus, the Settlement provides that attorneys' fees shall be directly paid by Defendant and shall not reduce any Class Member's recovery. Accordingly, this Court should approve Class Counsel's request for attorneys' fees.

C. The Court should look to the percentage of available funds requested when considering Class Counsel's attorneys' fee.

Where a litigant or a lawyer recovers funds for the benefit of persons other than himself or his client, the attorney is entitled to a reasonable attorneys' fee based on the funds as a whole. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Ryan v. City of Chicago*, 274 Ill.App.3d 913, 922 (1st Dist. 1995) (same).

Typically, Illinois courts have "applied a reasonableness standard" in determining the amount of a fee award, "with the percentage-of-the-fund approach (percentage analysis) emerging as the dominant method of calculating attorneys' fees." *Ryan,* 274 Ill. App. 3d at 923 (observing "the lodestar approach has been subjected to increased scrutiny as its deficiencies began to offset or exceed its benefits"). As the Illinois Supreme Court has explained, "[a]warding attorney fees to plaintiffs' counsel based on a percentage of the fund held by the court is, overall, 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." *Brundridge*, 168 Ill. 2d at 244. "Percentage analysis approach eliminates the need for additional major litigation and further taxing of scarce judicial resources, which occurred here as a result of plaintiffs' request for attorneys' fees." *Ryan*, 274 Ill. App. 3d at 925.

In *Boeing,* the United States Supreme Court described its recognition of, and the inherent value in, funds made available by the parties in settlement, observing that, "[t]o claim

their logically ascertainable shares of the judgment fund, absentee class members[, like here,] need prove only their membership in the injured class. Their right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel." *Id.*, 444 U.S. at 480.

Several courts likewise consider the total funds made available through settlement as the corpus a court is to use for the percentage approach to attorneys' fees. *See, e.g., McCormick v. Adtalem Global Educ., Inc.*, 2022 IL App (1st) 201197-U, PP 21–22, 32 (affirming attorneys' fee award of 35% of total benefit made available to class over objection that percentage should be based on actual benefit claimed by class members); *McKinnie v. JP Morgan Chase Bank, N.A.,* 678 F. Supp. 2d 806, 815 (E.D. Wis. 2009) (relying on *Boeing*, explaining that "[t]he $2.1 million settlement amount was available to the entire class, regardless of the fact that a small number of class members actually filed claims[, and] an award of attorneys' fees should be calculated based upon the full benefit."); *Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423, 437 (2d Cir. 2007) ("The entire Fund, and not some portion thereof, is created through the efforts of counsel at the instigation of the entire class. An allocation of fees by percentage should therefore be awarded on the basis of the total funds made available, whether claimed or not.").

In addition to its logistical benefits, the percentage approach is most consistent with the agreement class members would have struck *ex ante*:

> [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 Mtg. LLC, No. 14 C 10457, 2016 WL 4505169, at *14 (N.D. Ill. Aug. 29, 2016).

Based on the foregoing, this Court should apply a percentage method. *See, e.g., Price v. Philip Morris, Inc.*, 2003 WL 22597608, at *27 (Ill. Cir. Ct., Madison Cty. Mar. 21, 2003) (finding percentage method appropriate in consumer class action), *rev'd on other grounds*, 219 111, 2d 182 (2005); *Ryan*, 274 Ill. App. 3d at 925 ("The circuit court did not abuse its discretion in determining attorneys' fees based upon percentage rather than lodestar analysis."); *Follansbee v. Discovery Fin. Serv., Inc.*, No. 99 C 3827, 2000 WL 804690, at *7 (N.D. Ill. June 21, 2000) ("this Court finds the percentage-of-recovery method to be appropriate in this case and advantageous in its simplicity").

D. If considering Class Counsel's fee request as a percentage of the funds made available, which it isn't because the Parties negotiated it separately from the funds, the fee percentage requested is well within the range of what Illinois courts deem reasonable.

Class Counsel seek as attorneys' fees and costs and service awards, and Defendant has agreed to pay subject to Court approval, an amount no greater than $1,650,000, which would involve a fee of only 21% of the estimated total benefit to be made available to the Class. This percentage is calculated by dividing Class Counsel's requested fee by the total benefit to be made available to the Class, inclusive of the available cash benefits, settlement administrative costs, and attorneys' fees and costs. *See, e.g., Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 285 (6th Cir. 2016) ("When conducting a percentage of the fund analysis, courts must calculate the ratio between attorney's fees and benefit to the class. Attorney's fees are the numerator and the denominator is the dollar amount of the Total Benefit to the class (which includes the 'benefit to class members,' the attorney's fees and may include costs of

administration).").

Here, the numerator is the amount of requested attorneys' fees: $1,527,410.30: $1,650,000 less costs and Savett's $10,000 service award. The denominator is $7,266,907: (i) estimated aggregate made available to the class ($5,563,907), plus (ii) the Administrator's website and administration costs borne by Defendant ($53,000), plus (iii) the proposed service award and attorneys' fees and costs ($1,650,000). These figures would yield the requested attorneys' fee of $1,527,410.30, which represents only 21% of the benefit made available to the class.

This Court has considerable discretion in determining the appropriate fee percentage. But in Illinois, such awards commonly fall between a lower end of 20% and an upper end of 50%. *See McCormick*, 2022 IL App (1st) 201197-U, P 29 (observing the propriety of up to a 50% fee on total settlement funds); *Spicer v. Chicago Bd. Options Exch., Inc.*, 844 F. Supp. 1226, 1252 (N.D. Ill 1993) (court's independent "research of the case law supports the conclusion that fee awards typically range from 20% to 50% of the fund"); *see also* Newberg § 15:73 ("regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

If this were a common-fund fee request, Class Counsel's 21% fee request would be at the low end of the typical range. *See Follansbee*, 2000 WL 804690, at *7 ("The award sought in this case would represent 21 percent of the total class recovery, which falls well within what courts consider to be reasonable*")*; *McCormick,* 2022 IL App (1st) 201197-U, P 32 (affirming attorneys' fee award of 35% of total benefit made available to class); *Clark v. Gannett Co., Inc.*, 2018 IL App (1st) 172041 (leaving undisturbed trial court's award of $5,382,000 to class counsel for attorneys' fees and expenses, representing a fee of 39% of the total

settlement); *Ryan*, 274 Ill.3d at 922 (affirming fee award of 33.33% of the common fund as a whole); *Price*, 2003 WL 22597608, at *28 (awarding 25% of common fund in consumer class action).

A 21% attorneys' fee is modest when considering the risk Class Counsel took in pursuing this case on a contingency basis and the excellent relief they obtained for the Class, *Ryan*. *See, e.g.,* 274 Ill.3d at 924 (affirming district court's attorneys' fees award in part due to the "extreme contingency risk" of pursuing the litigation). Class Counsel litigated this case for nearly 10 years with no guarantee of recovery. In fact, had the case not settled before the Illinois Supreme Court's *Fausett* ruling, Plaintiffs, Class Members and Class Counsel would have gotten nothing.

E. The Settlement achieves an excellent result for the Class, particularly given the expense, duration, and risk of continued litigation.

1. Class Counsel assumed considerable risk to pursue this case on a pure contingency basis and forewent other employment as a result,

When considering the appropriateness of a fee award, courts should consider the probability of success at the outset of the litigation and the risks that counsel undertook in pursuing it. *See Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) ("The court found that lead counsel was taking on a significant degree of risk of nonpayment with the case.").

Class Counsel accepted this case on a contingent-fee basis, fronting all costs and expenses, foregoing other work, and accepting the risk that, should they lose, they would receive nothing for their efforts. Without the willingness of Class Counsel to assume these risks, Class Members would have recovered nothing. In this manner, the public interest is served by awarding compensation in an amount appropriate to encourage skilled attorneys to

assume the risks of this type of litigation.

2. The complexity of this litigation supports Class Counsel's requested fee.

"It is common knowledge that class action suits have a well-deserved reputation as being most complex." *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977). *See also Moore v. Aeroteck, Inc.*, 2:15-cv-2701, 2017 WL 2838148, at *8 (S.D. Ohio June 30, 2017) ("Most class actions are inherently complex."). This case is no exception. The Parties did not reach their proposed settlement until Class Counsel had litigated the case for almost a decade, through discovery, class certification, and appeal, including reviewing thousands of pages of documents and taking and defending numerous depositions. This is not a case where a quick settlement occurred immediately after filing or at the pleading stage. This is why, were the Court to apply the lodestar method, the requested $1,527,410.30 fee would represent a negative multiplier of 43% on Class Counsel's lodestar, meaning Class Counsel would receive compensation for less than half of the time they committed to this case over the last decade. *See* Exhibit 2 (reflecting total lodestar of $3,136,827.16)

3. The amount involved and the results obtained support the requested fee.

The potential recovery by eligible Class Members supports the fee request. Not only are the settlement terms meaningful, but they are especially favorable when considering *Fausett* and the standing issues Plaintiffs would have faced had litigation continued, coupled with the Parties' agreed-to over-and-above fees and costs request, as well as Defendant's separate payment of administrative costs. *See, e.g., Martin*, 818 F.3d at 306 (affirming final approval of claims-made settlement where, as here, defendant bore "all costs of notice, claims administration, and attorneys' fees for class counsel, along with litigation costs and

expenses.”).

4. Awards in similar cases support the requested fee.

If considered as a percentage of the available settlement funds, this request is supported by Illinois precedent and is lower than the typical range of fee awards made by Illinois courts. Coupled with the meaningful result achieved, the over-and-above fee and cost and service award request of $1,650,000 is fair and reasonable.

5. The reaction of the Class supports the requested fee.

Out of the hundreds of thousands of Class Members, so far none objected to or opted-out of any aspect of the settlement, whether the class relief, the service award, or Class Counsel’s request for an amount no greater than $1,650,000 for attorneys’ fees and costs and service awards. “This extremely low percentage of opposition favors finding that the settlement is fair, reasonable, and adequate[,]” including the requested attorneys’ fees. *Douglas v. Western Union Co.*, 328 F.R.D, 204, 215 (N.D. Ill. 2018). *See also Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 197 (N.D. Ill. 2018) (“Not many class members have voiced opposition to the settlement, which is another factor in favor of settlement approval.”).

II. Savett’s requested service award is reasonable, and this Court should approve it.

Payment of service awards is “not atypical in class action cases and serve[s] to encourage the filing of class action suits.” *GMAC Mortg. Corp. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1992) (favorably citing *Bryan v. Pittsburgh Plate Glass Co.*, 59 F.R.D. 616 (W.D. Pa. 1973), for award of $ 17,500 to class representative). The proposed $10,000 service award is appropriate considering Savett’s efforts to protect Class Members’ interests and the time and effort he spent pursuing this case, including approving all pleadings, assisting with responding to written discovery requests, gathering documents, meeting with Class Counsel, and

submitting to two depositions, as well as the benefit he achieved for the Class. *See, e.g., Martin*, 818 F.3d at 306 (approving incentive $10,000 award in claims-made settlement); *Ryan*, 274 Ill. App. 3d at 922 (approving incentive awards of $10,000 each to two plaintiffs); *Spano v. Boeing Co.*, No. 06-CV-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving service awards of $25,000 and $10,000 for class representatives).

Savett's willingness to serve as a class representative, remain updated, and provide necessary information and records was critical to the litigation. He regularly communicated with Class Counsel and always acted in a fashion consistent with a class representative of the highest ethical standards. For all these reasons, Class Counsel respectfully requests this Court's approval of a $10,000 service award that would not reduce Class Members' recovery.

CONCLUSION

Class Counsel worked hard for 10 years to achieve the best possible result for the Class. Accordingly, they respectfully request that the Court award attorneys' fees and costs to Class Counsel of $1,650,000, which includes a $10,000 service award to Savett.

Dated: April 10, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Kyle Shamberg, certify that on April 10, 2026, I filed the preceding document with the Clerk of the Circuit Court and served it on the parties below by email:

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