

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

RICHARD DENNIS and PORT 22, LLC, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

THE ANDERSONS, INC., and CARGILL,
INC., and JOHN/JANE DOES NOS. 1-50
Defendants.

Case No.: 1:20-cv-4090

Honorable Robert W. Gettleman
Magistrate Judge Keri L. Holleb Hotaling

**MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL’S MOTION FOR AN
AWARD OF ATTORNEYS’ FEES, AWARD OF EXPENSES, AND REQUEST FOR
SERVICE AWARDS TO CLASS REPRESENTATIVES**

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Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, Lowey Dannenberg, P.C. (“Lowey”) and Kirby McInerney LLP (“Kirby,” and together with Lowey, “Class Counsel”) respectfully submit this memorandum of law in support of their Motion for an Award of Attorneys’ Fees, Award of Litigation Expenses, and Service Awards for Plaintiffs Richard Dennis and Port 22, LLC (“Plaintiffs”).¹

I. INTRODUCTION

After more than five years of hard-fought litigation, Plaintiffs have resolved all claims against Defendants Cargill, Incorporated (“Cargill”) and The Andersons, Inc. (“TAI,” and together with Cargill, “Defendants”) and secured \$10,000,000 in non-reversionary all-cash payments for the benefit of the Class. The Court preliminarily approved the Settlement on July 14, 2026. Class Counsel now respectfully move this Court for an award of attorneys’ fees in the amount of 33.33% of the Settlement Fund (*i.e.*, \$3,333,333.33, plus interest accrued thereon), an award of \$1,080,505.64 in litigation expenses, and a total of \$50,000 in Service Awards to the two Court-appointed Class Representatives.

As detailed below and in the accompanying Joint Declaration,² the Settlement represents an excellent recovery for the Class. The Joint Declaration describes in detail the procedural history and the work done by Class Counsel to prosecute this Action, the negotiations leading to the proposed Settlement, and the risks and uncertainties of continued litigation. In the absence of a

¹ Unless otherwise noted, capitalized terms not defined herein have the same meaning as in the Stipulation and Agreement of Settlement with Cargill, Incorporated and the Stipulation and Agreement of Settlement with The Andersons, Inc. dated May 27, 2026 (together, the “Stipulations”), attached as Exhibits 1 and 2 to the Joint Declaration of Raymond P. Girnys and Anthony F. Fata dated May 28, 2026 (ECF No. 285). Unless otherwise noted, internal citations and quotation marks are omitted, and ECF citations are to the docket in this Action.

² Unless otherwise noted, references to “Joint Decl.” or “Joint Declaration” refer to the Joint Declaration of Raymond P. Girnys and Anthony F. Fata in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Class Counsel’s Motion for an Award of Attorneys’ Fees, Award of Expenses, and Request for Service Awards to Class Representatives dated August 31, 2026, submitted herewith.

settlement, the Action likely would have continued for years as the Parties litigated potential motions for decertification, motions for summary judgment, trial, and any appeals. Indeed, because Defendants have fiercely contested each phase of the Action, the Class could have ended up receiving nothing at all. Instead, the Class will receive significant monetary relief in the near term from the Settlement.

The Settlement was not achieved easily. Defendants were represented by highly skilled lawyers, and Class Counsel faced numerous hurdles and risks from the outset of this complex action, including the challenge of establishing Defendants' liability, the need for (and related costs associated with) expert testimony to demonstrate that the Class may be certified and to prove merits issues at trial, and the substantial risk of nonpayment by taking this representation on a contingency basis. Despite these risks, Class Counsel prosecuted the Action effectively for more than five years. *See generally* Joint Declaration. Class Counsel (i) conducted a thorough pre-filing investigation into Defendants' allegedly wrongful conduct, without the benefit of a prior CFTC regulatory action; (ii) drafted the initial complaint and two amended complaints; (iii) successfully opposed two motions to dismiss and a motion to transfer; (iv) engaged in extensive document, written, and deposition discovery; (v) collaborated with experts to understand the relevant markets; (vi) successfully defended extensive *Daubert* challenges; (vii) successfully moved for class certification; (viii) opposed a petition to appeal the class certification order under Rule 23(f) and petition for rehearing *en banc*; and (ix) negotiated the Settlement. *Id.*

As compensation for their efforts on behalf of the Class, Class Counsel seek an award equal to one-third of the Settlement Fund and an award of out-of-pocket litigation expenses in the amount of \$1,080,505.64. The requested fee award is reasonable and consistent with the market rate for fees regularly awarded in class action settlements within the Seventh Circuit and in antitrust and

CEA class action settlements nationwide. Although “[a] lodestar cross-check is not necessary,” *Young v. Rolling in the Dough, Inc.*, No. 17 Civ. 7825, 2020 WL 969616, at *6 (N.D. Ill. Feb. 27, 2020) (Gettleman, J.), the requested fee award equates to a multiplier of 0.32, which is well below the range of multipliers that are commonly awarded in complex class actions with substantial contingency risks such as this one.

As this Court has recognized, in the Seventh Circuit, “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.” *Charvat v. Valente*, No. 12 Civ. 5746, 2019 WL 5576932, at *11 (N.D. Ill. Oct. 28, 2019). Here, Class Counsel’s request for fees and expenses falls within those guidelines. Expert expenses were significant but necessary to litigate this case through class certification, given the complexity of the issues and the strength of Defendants’ opposition. *See* Joint Decl. ¶ 84. In addition, the Court-ordered notice plan, another large expense, was necessary to apprise Class Members of their rights and options. *See* Fata Decl. ¶ 7; Joint Decl. ¶ 42.

For these reasons, as well as those set forth below and in the Joint Declaration, Class Counsel submit that the requested attorneys’ fees are fair and reasonable under the applicable standards and should be awarded by the Court. The litigation expenses requested by Class Counsel are likewise reasonable and were necessarily incurred in the successful prosecution of the Action. Finally, in consideration of the significant time and effort expended by the Plaintiffs, Class Counsel respectfully submit that Service Awards totaling \$50,000 are also fair, reasonable, and within the bounds of similar awards in this District.

II. ARGUMENT

A. Class Counsel’s Requested Fee Is Fair and Reasonable

Rule 23(h) of the Federal Rules of Civil Procedure provides that “the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’

agreement.” FED. R. CIV. P. 23(h). Courts have long 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.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). While the Seventh Circuit and this District have established a range for a typical award of attorneys’ fees, an award must be “justified by the work that Class Counsel did negotiating the settlement and conducting the litigation, the ultimate recovery, and the risk that Class Counsel undertook in bringing the claims.” *Young*, 2020 WL 969616, at *6.

1. The Attorneys’ Fee Request for One-Third of the Settlement Fund Is Consistent with Seventh Circuit Authority

Although courts within this Circuit “have discretion to choose either the lodestar or percentage method of calculating fees,” *In re Trans Union Corp. Priv. Litig.*, No. 00 Civ. 4729, 2009 WL 4799954, at *9 (N.D. Ill. Dec. 9, 2009), the Seventh Circuit has strongly endorsed the percentage-of-the-fund method as it most closely approximates the manner in which attorneys are compensated in the marketplace for contingent work. *See Gaskill v. Gordon*, 160 F.3d 361, 362 (7th Cir. 1998) (“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”).

“[W]hen deciding on appropriate fee levels in common-fund cases, courts must do 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). The “market rate for legal fees depends in part on the risk of nonpayment a firm agrees to bear, in part on the quality of its performance, in part on the amount of work necessary to resolve the litigation, and in part on the stakes of the case.” *Id.* at 721; *Charvat*, 2019 WL 5576932, at *11 (same).

Applying these principles, the Seventh Circuit has found that there is a “presumption” 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.” *Charvat*, 2019 WL 5576932, at *11 (quoting *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014)); *see also Taubenfeld v. Aon Corp.*, 415 F.3d 597, 599-600 (7th Cir. 2005) (noting courts in this District have awarded fees of 30-39% of the settlement fund); *Young*, 2020 WL 969616, at *6 (“District courts in the Seventh Circuit typically award 1/3 of the common fund in attorneys’ fees.”).

Moreover, the “first benchmark” in determining an appropriate fee is any “actual agreements” between plaintiffs and attorneys, especially where plaintiffs are “sophisticated purchasers of legal services.” *Synthroid*, 264 F.3d at 719-20. Here, Plaintiffs are sophisticated investors and chose to retain Class Counsel in exchange for a contingent fee award. *See* Declaration of Xavier Laurens ¶ 12 (“Port 22 Decl.”) (engagement agreement provides for up to one-third of any Settlement amount reached in the Action as a fee); Declaration of Richard Dennis ¶ 11 (“Dennis Decl.”).

2. The Requested Fee Is Within the Range of Fees Awarded in Similar Cases

Further, “[a]s a barometer for assessing the reasonableness of a fee award in common-fund cases, courts look to the going market rate for legal services in similar cases.” *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 845 (N.D. Ill. 2015). Courts in this District and others award attorneys’ fees at or around one-third of the settlement fund in complex CEA manipulation and antitrust cases. *See In re Broiler Chicken Antitrust Litig.*, No. 16 Civ. 8637, 2021 WL 5709250, at *4 (N.D. Ill. Dec. 1, 2021) (“Most persuasive are the large number of antitrust cases in this circuit that have awarded **one-third** of the common fund as attorney’s fees . . . There is simply little to no precedent recommending anything other than an award of **33 percent**. With the only real

evidence of the ‘market rate’ being one-third, that is what the Court will award.”) (emphasis added); Order, *Boutchard v. Gandhi*, No. 18 Civ. 7041 (N.D. Ill. July 30, 2021), ECF No. 154 (awarding **33%** of \$15,000,000 settlement fund in a CEA case) (emphasis added); Order, *Sonterra Capital Master Fund, Ltd. v. Barclays Bank plc*, No. 15 Civ. 3538 (S.D.N.Y. Nov. 21, 2023), ECF No. 289 (awarding **33.33%** of \$5 million settlement fund in a CEA and antitrust case) (emphasis added); Order, *Budicak Inc. v. Lansing Trade Group, LLC*, No. 19 Civ. 2449 (D. Kan. June 16, 2023), ECF No. 380 (awarding **33.33%** of \$18 million settlement fund in a CEA and antitrust case involving wheat futures manipulation) (emphasis added). In light of these awards in similar cases, the requested fee is reasonable.

3. The Risks of This Litigation Support the Requested Fee Award

In the Seventh Circuit, “the market rate for legal fees depends in part on the risk of nonpayment a firm agrees to bear.” *Synthroid*, 264 F.3d at 721; *see also Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (“The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel.”). “Thus, [w]hen determining the reasonableness of a fee request, courts put a fair amount of emphasis on the severity of the risk (read: financial risk) that class counsel assumed in undertaking the lawsuit.” *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12 Civ. 660, 2018 WL 6606079, at *8 (S.D. Ill. Dec. 16, 2018). Indeed, as the Seventh Circuit has emphasized, “court[s] must also be careful to sustain the incentive for attorneys to continue to represent such clients on an ‘inescapably contingent’ basis.” *Florin v. Nationsbank of Ga., N.A.*, 60 F.3d 1245, 1247 (7th Cir. 1995).

Here, Class Counsel litigated the Action on a fully contingent basis, with no guarantee of remuneration. Class Counsel have not been compensated for any time or reimbursed for any of their out-of-pocket expenses since this case began over five years ago. Unlike many CEA and antitrust cases, Plaintiffs and Class Counsel filed the initial complaint without the benefit of a prior

CFTC or DOJ investigation or action. During the course of the litigation, Class Counsel faced two motions to dismiss, strong opposition to class certification—including a *Daubert* motion, an objection to the magistrate judge’s decision on Defendants’ *Daubert* motion, a Rule 23(f) petition, and a petition for rehearing *en banc*—as well as detailed merits expert reports from Defendants’ experts in preparation for summary judgment and trial, any one of which could have ended or forestalled the Action. Class Counsel’s assumption of this contingency fee risk, and the extensive litigation of the Action in the face of these risks, strongly supports the reasonableness of the requested fee. *See Taubenfeld*, 415 F.3d at 600 (approving requested fee and noting that “lead counsel was taking on a significant degree of risk of nonpayment with the case”).

4. The Quality of Class Counsel’s Representation of the Class Supports Granting the Requested Fee

The “market price for legal fees depends . . . in part on the quality of [the firm’s] performance, [and] in part on the amount of work necessary to resolve the litigation.” *Sutton v. Bernard*, 504 F.3d 688, 693 (7th Cir. 2007); *see also Taubenfeld*, 415 F.3d at 600 (noting that the “evidence of the quality of legal services rendered” is among the “type[s] of evidence needed to mimic the market per *Synthroid I*”). From the inception of the Action, Class Counsel engaged in a concerted effort to obtain the maximum recovery for the Class. This case required an in-depth investigation, a thorough understanding of the futures markets and physical markets, comprehensive knowledge of the CEA and Sherman Act, significant work with experts, and the skill to respond to a host of legal and factual issues raised by Defendants at every step of the litigation. *See Joint Decl.* ¶¶ 11–41. All told, Class Counsel spent over 11,343.9 hours of attorney and paraprofessional time investigating the claims, drafting the complaints, litigating Defendants’ motions to dismiss and motion to transfer, conducting discovery, consulting with experts, briefing and obtaining class certification, drafting and disseminating class notice, and reaching the

Settlement with each Defendant. Class Counsel's diligent efforts, as well as their skill and expertise, enabled them to overcome significant hurdles and to negotiate an excellent result for the Class.

The quality of opposing counsel is also important in evaluating the value of Plaintiffs' Counsel's work. *See, e.g., Beesley v. Int'l Paper Co.*, No. 06 Civ. 703, 2014 WL 375432, at *2 (S.D. Ill. Jan. 31, 2014) (“[l]itigating this case against formidable defendants and their sophisticated attorneys required Class Counsel to demonstrate extraordinary skill and determination.”). Class Counsel were opposed in the Action by lawyers from two of the top law firms in the country, who vigorously contested each aspect of the litigation. Despite this opposition, Class Counsel were able to successfully prosecute the Action through class certification and ultimately reach a favorable result for the Class. Accordingly, the quality of the representation supports the requested fee award.

5. The Attorneys' Fee Request Is Properly Calibrated to the Stakes and Complexity of the Action

The Court should also consider the “stakes of the case” in assessing a reasonable attorneys' fee award. *Synthroid*, 264 F.3d at 721; *see also Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 598 (N.D. Ill. 2011) (“the stakes in the case are high given the size of the Class, the scale of the challenged activity, the complexity and costs of the legal proceedings, and the amount of money involved”).

The requested fee is fair and reasonable given the stakes and complexity of the antitrust and CEA claims in this Action. *See In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 533 (E.D. Mich. 2003) (“Antitrust class actions are inherently complex”); *see also Arenson v. Bd. of Trade of Chi.*, 372 F. Supp. 1349, 1352 (N.D. Ill. 1974) (“It would be difficult to imagine litigation presenting issues of greater subtlety and complexity” than those involving commodity futures

markets). Defendants faced tens of millions in potential liability and vigorously contested the litigation at every step. Class Counsel also had a great deal at stake, considering their \$10,542,551.90 lodestar and the burden of \$1,087,732.16 in expenses. The stakes and complexity of the Action confirm that Class Counsel's fee request is reasonable.

6. The Lodestar Cross-Check Also Supports the Proposed Fee Award

"A lodestar cross-check is not necessary." *Young*, 2020 WL 969616, at *6 (citing *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011)). Nevertheless, applying a lodestar cross-check further demonstrates that the requested fee is justified.³ Class Counsel's and other Plaintiffs' counsel's lodestar totals \$10,542,551.90, resulting in a lodestar multiplier of 0.32. *See* Joint Decl. ¶ 78. "When, as here, the requested fee represents a lodestar multiplier of less than one, it 'reveals that the fee request constitutes only a fraction of the work that the attorneys billed and thus favors approval.'" *Calhoun v. Invention Submission Corp.*, No. 19 Civ. 1396, 2023 WL 2403917, at *6 (W.D. Pa. Mar. 8, 2023) (approving attorneys' fees representing a multiplier of 0.27 of counsel's lodestar); *see also Domann v. Summit Credit Union*, No. 18 Civ. 167, 2020 WL 1847868, at *2 (W.D. Wis. Apr. 13, 2020) ("The fact that the lodestar method produces a 'negative multiplier' is also a factor supporting the reasonableness of the fee request, given that courts have approved multipliers of five or more.").

B. The Court Should Grant Class Counsel's Expense Request

Class Counsel are entitled to an award of litigation costs of the type ordinarily charged to paying clients, as their work resulted in the creation of a common fund that benefits the Class. *See*

³ The lodestar method involves multiplying the hours reasonably devoted to the case by the relevant professional's hourly rate, then applying a case-specific multiplier to compensate for risk, outcome, and quality of work. *See, e.g., Animal Legal Def. Fund v. Special Memories Zoo*, 42 F.4th 700, 707 (7th Cir. 2022) ("Under the familiar 'lodestar' method, the district court should calculate the number of hours worked on the case multiplied by a reasonable hourly rate.").

T.K. Through Leshore v. Bytedance Tech. Co., No. 19 Civ. 7915, 2022 WL 888943, at *26 (N.D. Ill. Mar. 25, 2022) (“By now, it ‘is well established that counsel who create a common fund . . . are entitled to the reimbursement of litigation costs and expenses.’”). This includes “such things as expert witness costs; computerized research; court reports; travel expense[s]; copy, phone and facsimile expenses and mediation.” *In re Broiler Chicken Antitrust Litig.*, No. 16 Civ. 8637, 2025 WL 2201610, at *5 (N.D. Ill. June 30, 2025) (awarding “\$9,750,000 for out-of-pocket expenses, many of which related to retaining experts and consultants (\$4,229,349.65).”).

As detailed in their accompanying declarations, Class Counsel and other Plaintiffs’ counsel incurred \$1,087,732.16 in expenses prosecuting this Action between 2020 and August 15, 2026. *See* Joint Decl. ¶ 83. Approximately 63.6% of the total expenses (\$687,571.25) was expended in connection with the work done by Plaintiffs’ experts, work that was necessary to get the Class certified and to prepare for summary judgment and trial. Dr. Pirrong analyzed voluminous information, prepared four detailed expert reports, developed a damages model, sat for a deposition, and assisted with rebutting the points offered by Defendants’ two experts. Global Economics provided significant assistance to Class Counsel evaluating market prices and how they impacted Plaintiffs’ and Class Members’ transactions. In addition, Dr. Pirrong assisted Class Counsel with the Distribution Plan.

A total of \$52,390.28 was spent on computer research, which included the cost of legal research performed specifically in connection with the Action. *See* Declaration of Raymond P. Girnys (“Girnys Decl.”) ¶ 8(g); Declaration of Anthony F. Fata (“Fata Decl.”) ¶ 7(g); Declaration of Jennifer W. Sprengel ¶ 6(c) (“Sprengel Decl.”); Declaration of Daryl F. Scott ¶ 11(b) (“Scott Decl.”).

Class Counsel also incurred a total of \$72,628.60 to disseminate the class certification notice to the Class. *See* Fata Decl. ¶ 7(b). The class certification notice costs are separate and apart from the costs associated with providing Notice of the Settlement, administering the Settlement, and distributing the Net Settlement Fund to eligible Class Members. Those costs are separately paid from the Settlement Fund, and the Claims Administrator estimates that no more than \$208,000 will be spent in connection with Settlement Notice and claims administration.

The remaining expenses relate to court costs, service of process and subpoenas, e-discovery, travel expenses, and other charges routinely awarded by courts in the class action settlement context. *Lynch v. Motorola Mobility LLC*, No. 16 Civ. 4524, 2018 WL 11372160, at *2 (N.D. Ill. Feb. 1, 2018) (“The expenses for which Class Counsel seek payment include filing and other court fees, legal research, copying costs, fees for serving third-party subpoenas, and transportation and lodging for attendance at hearings. Courts regularly provide for the payment of these types of expenses.”). In light of the complexity of the litigation and the result achieved for the Class, Class Counsel’s request for payment of expenses is fair and reasonable.

C. The Court Should Grant Class Representatives’ Request for Service Awards

Plaintiffs ask that the Court grant \$25,000 each in Service Awards, for a total of \$50,000. “Incentive awards [also known as Service Awards] are justified when necessary to induce individuals to become named representatives.” *Synthroid*, 264 F.3d at 722; *see also Matter of Cont’l Ill. Sec. Litig.*, 962 F.2d 566, 571 (7th Cir. 1992) (“Since without a named plaintiff there can be no class action, such compensation . . . may be necessary[.]”). Such an award compensates a named plaintiff for subjecting himself to various risks, including the burdens of discovery and potential responsibility for a defendant’s costs or attorneys’ fees should the suit fail. *Espenscheid v. DirectSat USA, LLC*, 688 F.3d 872, 875-76 (7th Cir. 2012). In deciding whether an incentive award is proper and, if so, in what amount, courts should consider “the actions the plaintiff has

taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.” *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998).

Here, Plaintiffs expended significant time and effort on behalf of the Class. These efforts included reviewing the complaints and other filings, aiding Class Counsel in understanding Plaintiffs’ transactions and the relevant markets, producing documents and transaction records, responding to written discovery, and sitting for depositions. *See* Joint Decl. ¶ 88; Port 22 Decl. ¶¶ 3-7; Dennis Decl. ¶¶ 3-7.

Courts have issued similarly sized service awards to plaintiffs who demonstrated similar levels of involvement in complex matters. *See, e.g., Charvat*, 2019 WL 5576932, at *10 (awarding \$25,000 to named plaintiff where his “participation in the discovery process was extensive and included sitting for a seven-hour deposition” and he “endured several years of discovery, scrutiny, and inconvenience in pursuit of this case”); *Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11 Civ. 4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (awarding \$25,000 to named plaintiff who assisted significantly with the investigation of claims and discovery, was deposed, and communicated with counsel about strategy); *Cook*, 142 F.3d at 1016 (awarding a \$25,000 incentive award to named plaintiff in an ERISA action that settled for around \$13.2 million). The proposed total service awards comprise 0.5% of the Settlement, well within the range of typical incentive awards. *See Beesley*, 2014 WL 375432, at *4 (“Awards of \$15,000 to \$25,000 for a Named Plaintiff award and total Named Plaintiff awards of less than one percent of the fund are well within the ranges that are typically awarded in comparable cases.”). The requested Service Awards are reasonable in light of Plaintiffs’ efforts on behalf of the Class.

III. CONCLUSION

For the foregoing reasons, Class Counsel respectfully request that the Court grant this Motion, award Class Counsel \$3,333,333.33 in attorneys' fees (one-third of the Settlement Funds), award Class Counsel \$1,080,505.64 for reasonable expenses, and grant Plaintiffs' request for Service Awards in the amount of \$50,000.

Dated: August 31, 2026

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Co-Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on August 31, 2026, I electronically filed the foregoing with the clerk of the court by using the CM/ECF system, which will send a notice of electronic filing to all CM/ECF parties of interest.

/s/ Anthony F. Fata
Anthony F. Fata