UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharp, Jr.

MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL'S UNOPPOSED MOTION FOR AN AWARD OF ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES, AND NAMED PLAINTIFF AWARDS

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I. INTRODUCTION

The undersigned Class Counsel respectfully move herein for an unopposed award of attorneys' fees, litigation expenses, partial administration expenses, Named Plaintiff awards.[1] This case was hard-fought, and the risks undertaken by Class Counsel were significant. After dismissal of the case in its entirety, Class Counsel filed a Notice of Appeal to the Seventh Circuit. ECF No. 106. Despite that risk and uncertainty of the outcome, Class Counsel were able to secure a common fund settlement of $27,500,000 plus eight vacation passes each for former United Airlines employees who were deprived of severance benefits.[2] That result is the product of nearly five years of litigation by four firms working on a contingency fee basis, with no guarantee of any recovery. Plaintiffs now seek: a) an award for attorneys' fees in the amount of one-third of the Settlement Fund, but not to exceed one-third of the Cash Settlement Amount[3]; b) approval of reimbursement of litigation expenses in the amount of $30,954.37; c) approval of payment of 50% of the costs of administration of the settlement; and d) an award of $10,000 to each Named Plaintiff as a service award. The fee percentage is consistent with the market rate for contingency fee representation in complex class action litigation in this Circuit, aligns with the standard approved by the Seventh Circuit and this District, and is expressly authorized by the Settlement Agreement. The Named Plaintiff Awards are warranted because the participation of the Named Plaintiffs was necessary for the pursuit of this Action and each devoted considerable time to this case.

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[1] Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Settlement Agreement. See ECF No. 128-7.

[2] The concurrently-filed Memorandum in Support of The Parties Joint Motion for Final Approval of Settlement Agreement documents why the Settlement is an excellent result for the Class and should be approved.

[3] Pursuant to the Settlement Agreement, the "Cash Settlement Amount" is the sum of $27,500,000. The "Settlement Fund" is "the Cash Settlement Amount plus any earnings and interest thereon, minus any Court-approved deductions and expenses." ECF No. 128-7 at p. 10, ¶¶ E and LL.

II. BACKGROUND

A. THE CLAIMS

Plaintiffs assume the Court is familiar with the claims in this case, as more fully set forth in the concurrently filed Joint Motion for Final Approval of Settlement Agreement. In short, United denied over 8,600 employees the benefits of the voluntary separation programs that were offered within 36 months after their retirement. Plaintiffs brought class-wide claims under the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 *et seq.*, alleging that the 2017 Early Out Program, the VSP2, and the VSL Program were ERISA-governed benefit plans and that Class Members were entitled to their promised benefits or other appropriate equitable relief. Plaintiffs also asserted an alternative state-law breach of contract claim. ECF No. 54 (Second Amended Class Action Complaint ("SAC")).

B. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

After three similar cases were filed in different jurisdictions, Plaintiffs filed the SAC on July 5, 2022. ECF No. 54. Defendants moved to dismiss on July 26, 2022. ECF No. 56. While the Motion to Dismiss was pending, the Parties attended a day-long in-person private mediation in July 2023 with retired Judge James F. Holderman. Significant preparation work went into reviewing documents and Class Member data in order to calculate potential damages for thousands of purported Class Members. Although the mediation was unsuccessful, between 2023 and 2025, while the ruling on United's Motion to Dismiss was pending, the Parties conducted extensive written discovery, resulting in the exchange of a tremendous volume of documents. Declaration of Susan L. Meter ("Meter Decl.") ¶¶ 10-11.

On May 1, 2025, this Court granted Defendants' Motion to Dismiss the SAC in its entirety. ECF No. 102. A final order was entered on May 15, 2025. ECF No. 104. Plaintiffs filed a Notice of Appeal on May 28, 2025. ECF No. 106. The Parties then participated in three mediation sessions with the Seventh Circuit's Circuit Mediation Office, held on August 7, September 12, and September 16, 2025, before Circuit Mediator Jillisa Brittan. Those sessions produced an agreement in principle to resolve the Action.

To restore this Court's jurisdiction, Plaintiffs filed an unopposed Federal Rule of Civil Procedure 62.1 motion for an indicative ruling on March 11, 2026, ECF No. 111, which was granted on March 16, 2026. ECF No. 113. The Seventh Circuit then remanded the case on March 20, 2026. Appellate Court ECF No. 19. The Parties filed a Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice on April 20, 2026. ECF No. 117. The Court held a hearing on April 28, 2026, and entered the Order Preliminarily Approving Class Action Settlement and Class Notice on May 14, 2026. ECF No. 123. The Fairness Hearing is scheduled for September 1, 2026.

C. THE SETTLEMENT

The Parties' Settlement Agreement, executed on December 18, 2025, provides that Defendants pay $27,500,000 into an Escrow Account (the "Cash Settlement Amount"), which they have done. Meter Decl. ¶ 14. The Escrow Account is earning interest which will be added to the Net Settlement Amount. The Net Settlement Amount—the amount remaining after deducting Court-approved attorneys' fees, litigation expenses, partial administration expenses, and Named Plaintiff Awards—will be distributed to 8,641 Settlement Class Members on a pro rata basis pursuant to a Court-approved Plan of Allocation. Each Settlement Class Member will also receive eight United Airlines vacation passes.[4]

The Class comprises all former employees of United who retired between August 17, 2017 and December 31, 2020, and who were not ineligible for the VSP2, VSP3, and/or VSL for the sole reason that they retired before United offered those programs, regardless of whether they signed a release in connection with their separation from United.

III. CLASS COUNSEL'S WORK ON BEHALF OF THE CLASS

Class Counsel consist of Susan Meter and Samantha Brener of Kantor & Kantor, LLP; Jamie Franklin of the Civil Litigation Clinic at Chicago-Kent College of Law; Jeffrey Lewis of Keller Rohrback L.L.P.; and Mark DeBofsky of DeBofsky Law, Ltd. Class Counsel are specialized ERISA practitioners with decades of combined experience in complex employee benefits and class action litigation. *See* Class Counsel Declarations at Meter Decl. Exs. A-C.

Throughout this litigation, Class Counsel undertook the full range of legal work necessary to vindicate the rights of 8,641 Class Members against well-resourced Defendants. That work included:

A. INVESTIGATION AND CASE DEVELOPMENT: Prior to filing the initial complaint, Class Counsel investigated the claims, exhausted or attempted to exhaust all administrative requirements under ERISA, interviewed dozens of potential class members across the country, analyzed United's benefit plans and program documents, and conducted extensive

[4] The vacation passes allow for fare-free flights on United Airlines. They provide four roundtrip tickets. *PASS TRAVEL on United Airlines*, AFA-CWA RAFA (June 29, 2018), https://rafa-cwa.org/Specific-INFO. According to the Bureau of Transportation Statistics, the average domestic air fare as of the first quarter 2026, was $428. *First Quarter 2026 Average Air Fare Increases 4.7% from Fourth Quarter 2025*, U.S. Dep't Transp. (June 24, 2025), https://www.bts.gov/newsroom/first-quarter-2026-average-air-fare-increases-47-fourth-quarter-2025. Assuming all Class Members use the vacation passes, this would equate to a value of $14,793,392 ($428 multiplied by 8,641 multiplied by 4 roundtrip tickets).

research on the applicable ERISA framework, including the scope of participants' rights to equitable relief under ERISA section 502(a) as well as alternative state law case theories.

B. DISCOVERY AND DAMAGES MODELING: While the Motion to Dismiss was pending, the Parties exchanged a large volume of documents and additional data. Class Counsel reviewed over 5,000 pages of Plaintiffs' documents and discovery, analyzed that material and developed detailed damages models for Plaintiffs and Class Member subgroups, incorporating individual calculations for approximately 8,600 potential class members across multiple program eligibility categories. This work included reviewing raw data for thousands of employees and then segregating them into ten groups based on voluntary separation ("VS") program eligibility. This required review of employment history, type of employment (frontline vs. management and administrative), age, years of employment, hours worked and employment status (i.e., full time or part time), whether the employee was excluded for other reasons and whether they retired under one of the other VS programs. From there, each retiree's potential damages was calculated and the totals for all ten groups were tallied. Interest was then calculated on each of the ten groups damages to determine total damages as of the 2023 mediation. The calculation took a significant amount of time, including many discussions with United's counsel on eligibility rules and specific employee data. Meter Decl. ¶ 12.

C. MOTION PRACTICE AND APPEAL: Class Counsel opposed a complex Motion to Dismiss that challenged the ERISA viability of each claim, including questions about plan status, participant standing, the scope of equitable relief, and the effect of releases signed by certain Class Members. After the Court granted the Motion to Dismiss in full, Class Counsel conducted research for an appeal, filed a Notice of Appeal, and began drafting their opening appellate brief.

D. SETTLEMENT NEGOTIATIONS: Class Counsel engaged in a full-day private mediation with retired federal Judge James Holderman in July 2023 and then held three additional mediation sessions before Seventh Circuit mediator Jillisa Brittan in August and September 2025, ultimately negotiating the $27,500,000 and eight vacation passes per Class Member Settlement currently before the Court. The negotiations required deep technical knowledge of the applicable benefit plans, an understanding of the individual circumstances of thousands of Class Members, and an analysis of the competing risks and probabilities of success on appeal.

IV. ARGUMENT

A. THE COURT HAS AUTHORITY TO AWARD ATTORNEYS' FEES FROM THE COMMON FUND

The common fund doctrine authorizes fee awards in cases like this one. Under that doctrine, "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). The doctrine rests on the equitable principle that those who benefit from a fund should bear a proportionate share of the costs of creating it. *Id.*

The Settlement establishes a $27,500,000 common fund from which all Class Members will receive distributions. Class Counsel created the fund after nearly five years of litigation, including document-intensive discovery, complex motion practice, commencement of an appeal, and multiple mediation sessions. Given these circumstances, an award of attorneys' fees from the fund is not merely authorized; it is the appropriate mechanism for compensating counsel. *See Taubenfeld v. AON Corp.*, 415 F.3d 597, 599 (7th Cir. 2005) (affirming common fund fee award); *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998) (same).

B. THE PERCENTAGE-OF-FUND METHOD IS THE APPROPRIATE MEANS OF CALCULATING THE FEE AWARD

The Seventh Circuit has consistently endorsed the percentage-of-fund method as the appropriate way to calculate attorneys' fees in common-fund class action settlements. The percentage of fund "has emerged as the favored method for calculating fees in common-fund cases in this district…" *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 844 (N.D. Ill. 2015) (acknowledging the percentage method in common-fund cases) (citing *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)). Because there is a common fund here, and for the reasons below, a percentage of the fund is the appropriate method for awarding fees in this case.

C. COURTS LOOK TO THE MARKET PRICE FOR LEGAL SERVICES TO DETERMINE REASONABLE PERCENTAGE OF THE FUND

In deciding the appropriate fee award, courts evaluate "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." *Taubenfeld*, 415 F.3d at 599 (quoting *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001)); *see also Sutton v. Bernard*, 504 F.3d 688, 692 (7th Cir. 2007) (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'") (quoting *In re Synthroid*, 264 F.3d at 718). In addition, 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." *In re Synthroid*, 264 F.3d 712 at 721.

1. One-Third of the Common Fund is Reasonable in Light of the *Ex Ante* Fee Agreement

In determining what the appropriate market rate is, courts may look to the fee structure agreed on by the clients and the attorneys. *See In re Dairy Farmers of Am.*, 80 F. Supp. 3d at 844 (noting that "*ex ante* agreements better approximate the prevailing market rate between willing buyers and willing sellers of legal services") (citing *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013)). The court in *In re Dairy Farmers of America* also noted that this method is consistent with Federal Rule of Civil Procedure 23(h) which allows the court to "award reasonable attorney's fees…that are authorized by law *or by the parties' agreement*." *In re Dairy Farmers of Am.*, 80 F. Supp. 3d at 844.

Here, all Plaintiffs agreed, after several discussions including in Zoom meetings, to a contingency fee arrangement with fees ranging from 33-1/3% to 40%. *See* Meter Decl. ¶ 8 and Exs. D and E; Meter Decl. Ex B (Declaration of Jeffrey Lewis ("Lewis Decl.")) ¶¶ 17-19; Meter Decl. Ex. A (Declaration of Jamie Franklin ("Franklin Decl.")) ¶¶ 15-17. That range was determined based on the risk that the law firms would not get paid at all in this case and the knowledge of the amount and quality of work it would take battling against top attorneys representing United Airlines, one of the largest corporations in the U.S.[5] This was in addition to the legal hurdles of the case. Because this arrangement was negotiated at the outset of the case, it is the best source for determining the market rate for the legal services rendered in this case, and an award of one-third of the common fund thus reflects what the market would provide.[6]

2. Class Counsel Bore Substantial Risk on a Pure Contingency Basis

Risk is also a factor in determining the appropriate percentage fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (noting that because the risk shifts from client to lawyer in a contingency case, success typically leads to a larger fee award). Courts also consider the legal

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[5] United Airlines ranked number 83 on 2025 Fortune 500 list with $59 billion in revenue. *See United Airlines*, Wikipedia, (July 6, 2026), https://en.wikipedia.org/wiki/United_Airlines.

[6] It is worth noting that the one-third of the common fund request does not reflect the additional value each Class Member receives from the United vacation passes ($14,793,392) from which Class Counsel seek and receive no fee. If the value of the vacation passes was included in the overall settlement, the percentage fee would be less than one-third and closer to 22%.

hurdles to prove a case and the time value of money in determining the amount of a fee award. *Taubenfeld*, 415 F.3d at 600 (citing *Donovan v. Est. of Frank E. Fitzsimmons*, 778 F.2d 298, 309 (7th Cir. 1985)).

The risk and legal hurdles here were significant. Class Counsel accepted this case entirely on contingency, advancing all costs and devoting substantial professional time for nearly five years with no guarantee of compensation. The case presented difficult and novel questions, including whether the 2017 Early Out Program and the VSP2 and VSL plans constituted ERISA-governed employee benefit plans, whether Plaintiffs were participants in those plans, whether the VS programs were, in fact, "early out" programs, whether ERISA's remedial provisions provided a path to the relief sought, and whether the releases (signed by nearly half of the class members who retired under VS programs) would preclude all recovery.

Those risks were not theoretical. On May 15, 2025, this Court dismissed the SAC in its entirety. Class Counsel appealed to the Seventh Circuit and continued settlement efforts despite substantial appellate risk. The prospect that the Seventh Circuit would affirm this Court's dismissal was real, and success was far from assured. Class Counsel secured this Settlement against that backdrop. *See, e.g.*, *In re Trans Union Corp. Priv. Litig*., 629 F.3d 741, 746 (7th Cir. 2011) (noting "the higher the risk of failure the higher the contingent fee that a client would have to pay in an arm's length negotiation with a lawyer in advance of the suit"). Moreover, a cash settlement in hand now is extremely valuable in light of the substantial time it might take to litigate to a final judgment, even assuming Plaintiffs could achieve such a result.

3. One-Third Fee is Reasonable in Light of Similar Cases in this Circuit

Courts in the Seventh Circuit have approved fees of one-third or more of the common fund created in resolution of complex class action litigation. *See Gaskill*, 160 F.3d at 362-63 (affirming fee of 38% of common fund equating to roughly $8 million); *Will v. Gen. Dynamics Corp.*, 2010

WL 4818174 (S.D. Ill. Nov. 22, 2010) (awarding 33-1/3% of common fund in ERISA case); *Nolte v. Cigna Corp.*, 2013 WL 12242015 (C.D. Ill. Oct. 15, 2013) (approving a fee award of one-third of the monetary settlement in ERISA case); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941, 949 (N.D. Ill. 2022) (awarding a one-third flat fee, and noting such fee is routine for class action settlements in complex fields); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 601 (N.D. Ill. 2011) (granting approval of attorneys' fees of one-third). A fee award of one-third of the common fund is aligned with these decisions and is justified by all relevant factors.

4. The Skill and Experience of Class Counsel Support the Requested Award

Class Counsel are among the leading ERISA and class action practitioners in the country. Kantor & Kantor, LLP has 17 attorneys specializing in employee benefits, including pension, health, and disability benefits, and has litigated and resolved significant ERISA matters across multiple circuits. *See* Meter Decl. ¶¶ 15-19 and Ex. F. The Civil Litigation Clinic at Chicago-Kent College of Law, through Jamie S. Franklin, brings extensive experience in class action and ERISA litigation. *See* Meter Decl. Ex. A (Declaration of Jamie Franklin). Keller Rohrback L.L.P., through Jeffrey Lewis, brings more than four decades of ERISA plaintiff-side litigation experience, including some of the most significant ERISA class actions in the nation. *See* Meter Decl. Ex. B (Declaration of Jeffrey Lewis and Ex. 1 thereto). DeBofsky Law, Ltd. is a leading ERISA litigation boutique, and Mark DeBofsky has also been handling ERISA litigation for plaintiffs for more than 40 years. *See* Meter Decl. Ex. C (Declaration of Mark DeBofsky).

This collective expertise enabled Class Counsel to navigate difficult procedural and merits issues, including consolidating three separate actions, conducting complex discovery, briefing a multi-part Motion to Dismiss, and prosecuting an appeal, all while developing the damages models and negotiation strategy necessary to achieve a favorable settlement. High-quality representation justifies the requested fee.

5. The Settlement Agreement Authorizes the Requested Fee

The Settlement Agreement expressly provides that Class Counsel may seek an award of attorneys' fees and expenses from the Settlement Fund, not to exceed one-third of the Cash Settlement Amount, and that Defendants will take no position on the fee application so long as it does not exceed that cap. ECF No. 128-7, ¶ IX.2. While this Court must independently assess the reasonableness of the requested fee, the Parties' agreement is relevant context. The Settlement was negotiated at arm's length with the assistance of a Seventh Circuit mediator.

6. No Conflict Exists Between Class Counsel and the Class

The requested fee does not create a conflict between Class Counsel and the Settlement Class. The Settlement Agreement was fully negotiated before the Parties agreed to the fee cap, ensuring that Class Counsel's compensation did not affect the amount available to the class. The Settlement Agreement provides that Defendants pay the full Cash Settlement Amount of $27,500,000 into escrow regardless of the Court's fee award. Class Counsel thus did not trade class benefits for fees. In fact, as discussed above, the Named Plaintiffs agreed to fees of one-third up to 40%. Meter Decl. ¶ 8 and Exs. A and B ; Lewis Decl. ¶¶ 17-19; Franklin Decl. ¶¶ 15-17. Class Members will receive their pro rata distributions from the Net Settlement Amount as set forth in the Plan of Allocation, and their recovery is not diminished by any arrangement between Class Counsel and Defendants.

7. A Lodestar Analysis is Neither Required Nor Appropriate

The Seventh Circuit has expressly and repeatedly rejected the lodestar method as the measure of attorneys' fees in common-fund class action cases. *See In re Dairy Farmers of Am.*, 80 F. Supp. 3d at 849 ("A district court is under no obligation to cross-check the requested fees against the lodestar.") (citing *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011) ("[C]onsideration of a lodestar check is not an issue of required methodology.") (citing *Cook*, 142 F.3d at 1013 ("[W]e have never ordered the district judge to ensure that the lodestar result mimics that of the percentage approach.")). The appropriate method here is the percentage of the fund.

D. THE COURT SHOULD APPROVE THE PAYMENT OF 50% OF THE COSTS OF ADMINISTERING THE SETTLEMENT

As part of their compromise in this settlement, the Parties negotiated that 50% of the costs of administering the settlement would be paid by Defendants and the remaining 50% would be paid from the Settlement Fund. ECF No. 128-7 ¶¶ VI(1), (2)(b). Class Counsel therefore seeks this Court's approval for payment from the common fund of 50% of the costs of administering the settlement from the common fund.

This Court may approve the payment of settlement administrative costs from a common fund. *See, e.g.*, *In re Cap. One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 787 (N.D. Ill. 2015) (acknowledging that administration costs would be "paid out of the settlement fund") (citing *Pearson v. NBTY, Inc.*, 772 F.3d 778, 781-81 (7th Cir. 2014) and *Redman v. RadioShack Corp.*, 768 F.3d 622, 630 (7th Cir. 2014)); *see also In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 751-52 (E.D. Wis. 2024) (same). Class Counsel thus seeks this Court's approval for 50% of the costs of administration from the common fund.

E. THE COURT SHOULD APPROVE THE REQUESTED SERVICE AWARDS TO THE NAMED PLAINTIFFS

Named plaintiffs are "essential ingredient[s]" in a class action, and incentive awards are appropriate to induce their participation. *Cook*, 142 F.3d at 1016 (citing *In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 571 (7th Cir. 1992) (recognizing this compensation as the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable)).

The Named Plaintiffs here were essential to the litigation. The Named Plaintiffs represent specific groups of former United employees who were denied participation in the VS programs. Plaintiffs Yustman, Ozaki, Fellows, and Hewson represent employees eligible for VSP2 and VSL who did not retire under any VS program. Plaintiffs Hoffman, the Estate of Margarett Roumain, Frank, Loucks, Merlini, and Gawler represent employees eligible for VSP2 and VSL who retired under a VS program. Plaintiffs Deglauve and Kearny represent management and administrative employees eligible for VSP2 or VSP3. Class Counsel sought to have employees who could represent the groups of employees eligible for the different programs who met the criteria of the 2017 Early Out Policy. Meter Decl. ¶ 9. This diverse array of representatives ensured adequate class representation and was essential to the case and they should be so compensated. *Id.*

Pursuant to the Settlement Agreement, Class Counsel seeks approval of an award of $10,000 for each Named Plaintiff in this Action. ECF No. 128-7 ¶ IX(2). When deciding the amount of an incentive award, relevant factors include: "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*, 142 F.3d at 1016 (citation omitted) (approving a $25,000 incentive award in a matter achieving cash recovery of just over $13 million).

In addition to being essential for representing the sub-groups of employees, the Named Plaintiffs in this Action have been instrumental in the litigation, including ensuring settlement of this class action. They played a key role in developing the case from a historical perspective, including providing the facts for the SAC. *See* ECF No. 54 at ¶¶ 70-87. During discovery, they searched and sent large volumes of documents to Class Counsel and responded to Defendants' Requests for Production of Documents to Plaintiffs, they reviewed and responded to Defendants'

Interrogatories to Plaintiffs, made themselves available for multiple consultations on progress and strategy in the case, and attended many hours of drawn-out mediation sessions. Meter Decl. ¶¶ 11-12; Lewis Decl. ¶¶ 17-19; Franklin Decl. ¶¶ 15-17. Their efforts have resulted in the substantial Net Settlement Amount of $27,500,000 plus the over $14 million value of the vacation passes benefiting over 8,600 class members. The Named Plaintiff Awards sought are well warranted, given the Named Plaintiffs' time and effort invested in the case and the substantial benefit achieved for the Class.

F. THE COURT SHOULD APPROVE PLAINTIFFS' COUNSEL'S REQUEST FOR EXPENSES

Under Federal Rule of Civil Procedure 23(h), a court may award reasonable, non-taxable costs authorized by law or by the parties' agreement. *Schulte*, 805 F. Supp. 2d at 600; *see also In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d at 946 (class counsel is "entitled to the reimbursement of reasonable litigation expenses") (citing *In re Synthroid*, 264 F.3d at 722).

The Parties have agreed that Class Counsel shall move for an expense award to reimburse Class Counsel's reasonable litigation costs and expenses, the award of which shall be subject to this Court's approval. ECF No. 128-7 ¶ IX(1). Since the risk of advancing costs in contingency litigation is significant, the cost of doing so is often prohibitive for many law firms. Nevertheless, Class Counsel firms advanced expenses in this Action. The total amount advanced by Class Counsel for expenses is $30,954.37. *See* Meter Decl. ¶ 21 and Ex. G; Meter Decl. Ex. B (Lewis Decl.) ¶ 20 and Exh. 2; Meter Decl. Ex A. (Franklin Decl.) ¶ 18. Class Counsel is seeking reimbursement of this amount, which was necessary to effectively and efficiently prosecute this case from 2021 to the present. The charges were fair, reasonable, and incurred for the benefit of the Class; therefore, they should be reimbursed.

V. CONCLUSION

For the foregoing reasons, Class Counsel respectfully request that the Court award the Named Plaintiff Awards of $10,000 per Named Plaintiff, 50% of the costs of administration of Settlement, reimbursement of litigation expenses of $30,954.37, and attorneys' fees of one-third of the Settlement Fund not to exceed one-third of the Cash Settlement Amount.

Respectfully submitted this 22nd day of July, 2026.

/s/ Jamie S. Franklin

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CERTIFICATE OF SERVICE

The undersigned certifies that on July 22, 2026, pursuant to Fed. R. Civ. P. 5 and LR 5.5, a true and correct copy of the foregoing **MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL'S UNOPPOSED MOTION FOR AN AWARD OF ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES, AND NAMED PLAINTIFF AWARDS** was filed with the Clerk of Court using the CM/ECF System, which will send notification of such filing to the attorneys of record at the email addresses on file with the Court.

/s/ Susan L. Meter
Susan L. Meter

Counsel for Plaintiffs