UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ANITZA HARTSHORN and LAKESHIER CLARK, on behalf of the SCI 401(k) Plan, themselves, and all others similarly situated, Plaintiffs, vs. SCI SHARED RESOURCES, LLC, and SERVICE CORPORATION INTERNATIONAL, Defendants.	Civil Action No. 4:22-cv-02256 The Honorable Charles Eskridge

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiffs, Anitza Hartshorn and Lakeshier Clark (collectively, "Plaintiffs"), on behalf of the SCI 401(k) Plan ("Plan") and certified Class, hereby move pursuant to Federal Rule of Civil Procedure 23, for entry of an order granting final approval of the Class Action Settlement Agreement and Release of Claims ("Settlement Agreement")[1] dated April 13, 2026.

On April 30, 2026, the Court preliminarily approved the Settlement in this case. ECF 82. The Court found that:

> (a) the proposed Settlement resulted from arm's-length negotiations; (b) the Settlement Agreement was executed only after Class Counsel had researched and investigated multiple legal and factual issues pertaining to Plaintiffs' claims, the action was certified under Rule 23(b)(1) as a class action, discovery was complete, expert witness reports were exchanged, the parties participated in a full day mediation, and summary judgment was fully briefed; (c) there is a genuine controversy between the Parties involving Defendants' compliance with the fiduciary requirements of ERISA; (d) the Settlement appears on its face to be fair, reasonable, and adequate; and (e) the Settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Action and the Settlement to the Settlement Class.

Id. at 3.

Following entry of the Preliminary Approval Order, the Settlement Administrator sent the Court-approved Settlement Notice to all Settlement Class Members. *See* Declaration from Mark Unkefer, Case Manager for the Settlement Administrator ("Unkefer

[1] Terms not defined herein shall have the same meaning as in the Settlement Agreement.

Decl."). The Settlement Administrator identified 65,814 Class Members. *Id.* ¶ 4. The Settlement Notice was sent by United States mail to all 65,814 Class Members. *Id.* ¶ 5. The Settlement Notice was also emailed to 33,841 Class Members for whom the Settlement Administrator had email addresses. *Id.* The Settlement Administrator ultimately confirmed successful delivery of the Settlement Notice to 92.46% of the Settlement Class. *Id.* ¶ 7.

The Settlement Administrator also created the website www.SCIERISASettlement.com to provide the Settlement Class with additional information, including important case documents, key dates, answers to frequently asked questions, and the ability for Settlement Class Members to update their respective addresses. *Id.* ¶ 10. Further, the Settlement Administrator established a toll-free telephone line for Settlement Class Members to use for additional information. *Id.* ¶ 11. In addition, the Settlement Notice included Class Counsel's contact information for Settlement Class Members to contact for additional information as well. The Settlement Notice campaign was robust and implemented exactly as prescribed in the Preliminary Approval Order.

Importantly, the Settlement Class Members' reaction to the Settlement was extremely positive. Not a single objection has been filed. That is, not even one Settlement Class Member objects to the Settlement. Additionally, the undersigned has personally spoken with hundreds of Settlement Class Members, all of whom voiced gratitude and support for the Settlement. *See* Declaration of Michael McKay in Support of Final Approval ("McKay Decl."), ¶ 11).

The Settlement Administrator also sent all of the information required by the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA") to the U.S. Attorney General, U.S.

Department of Labor, the Attorneys General of all 50 states, and the Attorneys General for the District of Columbia, Puerto Rico, Guam, and American Samoa. *See* Unkefer Decl., Exhibit A. No government official who received the CAFA notice objected to or raised any concern about the Settlement.

Further, Gallagher Fiduciary Advisors, LLC ("Gallagher") was retained to act as an Independent Fiduciary for the Plan in connection with the Settlement. *See* Settlement Agreement, ¶ 2, at *9 ECF 80-1. Gallagher's specific responsibilities pursuant to its retention are to (i) determine whether to approve and authorize the settlement of Released Claims on behalf of the Plan and (ii) determine whether the Settlement satisfies the requirements of the Prohibited Transaction Class Exemption 2003-39 (the "Class Exemption"). *Id.* Gallagher conducted a thorough investigation of the facts relating to the Settlement. Indeed, Gallagher reviewed documents filed in this case, interviewed Class Counsel, interviewed Defendants' Counsel, and interviewed the mediator in this case. Gallagher prepared a detailed written report that provides, in part:

> After a thorough review of the pleadings and interviews with the parties' counsel and the mediator, Gallagher has concluded that an arm's-length Settlement was achieved after hard-fought negotiations between the parties and is reasonable, given the uncertainties of a larger recovery for the Class at trial. Gallagher has determined that the settlement terms are fair and reasonable.

Gallagher's report is filed concurrently herewith.

Thus, not only has this Honorable Court preliminarily approved the Settlement, so have the Settlement Class Members, government officials, and Gallagher too. In sum, little has changed since the Court's Preliminary Approval Order. The Settlement is fair, reasonable, and adequate; it warrants final approval. Plaintiffs respectfully request that the Court enter the Final Approval Order, filed concurrently herewith and which was previously made part of the Settlement Agreement and filed with the Court in connection with Plaintiffs' Motion for Preliminary Approval. *See* ECF 80-1, at * 67.

II. BACKGROUND FACTS

A. Description of the Class Action and Procedural History

Plaintiffs filed their original Complaint on July 7, 2022. ECF 1. Plaintiffs filed their First Amended Complaint ("FAC") on September 28, 2022. ECF 26. Plaintiffs allege that Defendants breached their fiduciary duties to the Plan by: (1) selecting and retaining imprudent investments in the Plan; and (2) causing the Plan to pay unreasonable recordkeeping fees. *See* FAC, at *1. Defendants answered Plaintiffs' FAC on October 26, 2022. ECF 32.

The parties then filed a Joint Discovery/Case Management Plan on January 20, 2023 and discovery began in earnest. ECF 36. Plaintiffs later moved for class certification under Rule 23 of the Federal Rules of Civil Procedure. ECF 51. Defendants opposed the motion. ECF 52. After the motion was fully briefed, the Court heard oral argument. ECF 55. Thereafter, the Court certified this case as a Rule 23 class action on September 11, 2024. ECF 56.

The parties participated in robust discovery activities. McKay Decl. ¶¶ 5-6. Both sides propounded written discovery, which resulted in Defendants producing thousands of pages of documents. *Id.* These documents required extensive review. *Id.* They related to Plan administration, investments, fiduciaries, advisors, expenses, and Defendants' investment and service provider monitoring processes. *Id.* All the documents produced by Defendants were uploaded onto a digital platform and cataloged for use with Plaintiffs' expert witnesses, depositions, briefing, and ultimately trial. *Id.*

Plaintiffs retained two expert witnesses. *Id.* Defendants also retained two expert witnesses. *Id.* The parties exchanged expert witness reports for their respective expert witnesses. *Id.* Plaintiffs took ten depositions of Plan fiduciaries responsible for the day-to-day administration of the Plan. *Id.* Defendants deposed both Plaintiffs and Plaintiffs' two expert witnesses. *Id.* Plaintiffs also subpoenaed and deposed the Plan's recordkeeper, Schwab Retirement Plan Services, Co. *Id.* The parties completed fact and expert witness discovery. *Id.*

Defendants moved for summary judgment on September 29, 2025. ECF 66. Defendants also moved to exclude both of Plaintiffs' expert witnesses. ECF 64, 65. Plaintiffs opposed Defendants' motions. ECF 68-71. Defendants' motion for summary judgment and motions to exclude are fully briefed. The parties reached a settlement in principle before those motions were decided. The parties e-mailed the Court on February 23, 2026, informing the Court that they had reached a settlement in principle and were working towards finalizing a formal settlement agreement.

Plaintiffs moved for preliminary approval of the proposed settlement on April 17, 2026. ECF 79. The motion was unopposed. *Id.* The Court granted the motion on April 30, 2026. ECF 82. The parties thereafter complied with all of the requirements necessary for final approval of the Settlement.

B. The Settlement

The Settlement provides that, in exchange for dismissal of the action, Defendants will pay an aggregate amount of $2,000,000.00 into a Qualified Settlement Fund to be allocated to Settlement Class Members pursuant to the Plan of Allocation. *See* Settlement Agreement, ¶¶ 1.1.24; 4-5, ECF 80-1 at * 14. The Settlement Agreement and the Preliminary Approval Order also set forth the Notice Plan, Plan of Allocation, provide for the payment of attorneys' fees, reimbursement of litigation expenses, and case contribution awards to Plaintiffs, all of which are subject to the Court's approval. *Id.*, ¶¶ 1.1.43; 2.4; 4-6.

III. THE SETTLEMENT SHOULD BE APPROVED

A. Legal Standard

When assessing whether a proposed settlement "is fair, reasonable, and adequate" Courts within the Fifth Circuit evaluate six "*Reed* Factors":

(1) the existence of fraud or collusion behind the settlement;

(2) the complexity, expense, and likely duration of the litigation;

(3) the stage of the proceedings and the amount of discovery completed;

(4) the probability of plaintiffs' success on the merits;

(5) the range of possible recovery; and

(6) the opinions of the class counsel, class representatives, and absent class members. *Jones v. Singing River Health Servs. Foundation*, 865 F.3d 285, 293 (5th Cir. 2017) (quoting *Reed v. Gen. Motors Corp*., 703 F.2d 170 (5th Cir. 1983)). Final approval of a class action settlement is within the sound discretion of the district court. *See id.*

B. The Settlement Satisfies the *Reed* Factors

1. The risk of fraud or collusion

There is no evidence of any fraud or collusion. Both sides are represented by experienced and well-respected counsel. The Settlement was only reached after years of contested litigation. The parties participated in a formal mediation with a well-respected mediator. No agreement was reached during the mediation. The parties then engaged in months of subsequent arm's length settlement negotiations before the Settlement was reached. *See* McKay Decl., at ¶¶ 7-8; *see also Blackmon v. Zachary Holdings, Inc.*, No. 20-CV-00988, 2022 WL 3142362, at *4 (W.D. Tex. Aug. 5, 2022) (this factor was satisfied where "the parties litigated a motion to dismiss and engaged in several months of formal discovery, enabling them to evaluate the merits of their various positions").

2. The complexity, expense, and likely duration of the litigation

This factor is satisfied because "the proposed settlement mitigates the significant risks and expenses associated with the continued litigation of a complex ERISA trial, thereby avoiding years of additional delay and uncertain outcomes and the possibility of lesser recovery to Plan participants." *Blackmon*, 2022 WL 3142362, at *4.

This case demonstrates what courts across the country have recognized: the probable costs of continued litigation with respect to both time and money are high, especially because "[t]he complexity inherent in class actions is amplified in ERISA class actions." *Davis v. Magna Int'l of Am., Inc.*, No. 20-cv-11060, 2025 WL 66052, at *3 (E.D. Mich. Jan. 10, 2025) (quoting *Karpik v. Huntington Bancshares Inc.*, No. 17-cv-1153, 2021 WL 757123, at *4 (S.D. Ohio Feb. 18, 2021)); *see also Blackmon*, 2022 WL 3142362, at

*5 ("ERISA litigation is notoriously complex."); *Krueger v. Ameriprise*, No. 11-cv-02781, 2015 WL 4246879, at *1 (D. Minn. July 13, 2015) ("ERISA is a complex field that involves difficult and novel legal theories and often leads to lengthy litigation."); *Pledger v. Reliance Trust Co.*, No. 15-cv-4444, 2021 WL 2253497, at *7 (N.D. Ga. Mar. 8, 2021) ("Effectively and successfully litigating an ERISA breach of fiduciary action requires a specialized knowledge and expertise [...] This litigation involved highly technical knowledge of investment plans, investment knowledge, and industry practices.").

If the litigation continues, there would be substantial expense to the parties associated with a trial and subsequent potential appeals. At trial, both sides would face burdensome litigation involving intricate fact presentations and the continued costs of retaining experts. After trial, there would likely be an appeal, which would create more expense, risk, and delay for all involved. This factor weighs in favor of approval because the Settlement guarantees immediate relief for the Class and avoids serious risks of further proceedings shrinking, eliminating, or prolonging relief.

3. The stage of the proceedings and the amount of discovery

"Under the third *Reed* factor, the key issue is whether 'the parties and the district court possess ample information with which to evaluate the merits of the competing positions.'" *Slipchenko v. Brunel Energy, Inc.*, No. 11-CV-1465, 2015 WL 338358, at *9 (S.D. Tex. Jan. 23, 2015) (quoting *Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004); *see also Kemp v. Unum Life Ins. Co. of Am.*, No. 14-CV-0944, 2015 WL 8526689, at *5 (E.D. La. Dec. 11, 2015) ("Neither extensive formal discovery nor a voluminous record is required before settlement" so long as "the parties must have gathered sufficient data on the claims at issue to support the factual bases on which a settlement is premised.”).

This Settlement comes after nearly four years of contested litigation. The parties completed fact and expert witness discovery; a Rule 23 nationwide class was certified; the parties participated in formal mediation, which included mediation statements supported by expert witness opinions and analysis; and they fully briefed summary judgment. McKay Decl. ¶¶ 5-8. The Settlement was reached only after both sides clearly understood the facts, claims, and defenses in this case.

4. The probability of plaintiffs' success on the merits

“In evaluating the likelihood of success, the Court must compare the terms of the settlement with the rewards the class would have been likely to receive following a successful trial[,]” but, “[a]t the same time, a district court ‘must not try the case in the settlement hearings because the very purpose of the compromise is to avoid the delay and expense of such a trial.’” *Slipchenko*, 2015 WL 338358, at *9 (citations omitted). This factor heavily “favors approval” in this case because “the class's likelihood of success on the merits is questionable.” *Id.* (citing *In re Corrugated Container Antitrust Litig.,* 659 F.2d 1322, 1326–27 (5th Cir. 1981)).

Without this Settlement, Plaintiffs would have to achieve success at trial and post-trial appeals, with no guaranteed recovery. In *Diaz*, a similar ERISA excessive recordkeeping fee case, the court aptly explained the innate risks of ERISA trials:

> Plaintiffs allege breach of fiduciary duties under ERISA in the context of a complex investment arrangement between themselves and the Plan. Litigating this matter to verdict would have required a finder of fact to make credibility determinations on testimony offered by both fact and expert

> witnesses. If tried to final judgment, this action would have required expert testimony including expert testimony on damages that would have involved complex mathematical calculations and projections. Plaintiffs faced the risk of an adverse verdict if this action had been litigated to conclusion. Plaintiffs also faced the risk of a low damage award after substantial investment of both time and money.

Diaz v. BTG Int'l Inc., No. 19-CV-1664-JMY, 2021 WL 2414580, at *6 (E.D. Pa. June 14, 2021).

This case is similar to *Diaz*. Defendants continue to vigorously deny all liability and have also argued that, liability aside, the Plan suffered no actual losses. Although Plaintiffs remain confident in their claims, the risks of lesser, delayed, or no recovery after spending significant time and expenses cannot be eliminated in cases that hinge on expert disagreements regarding fiduciary processes and Plan losses.

Had a reasonable settlement not been achieved, Plaintiffs' counsel was fully prepared to try this case and recently did so in a similar 55,000 member Rule 23 certified ERISA class action, *McDonald v. Laboratory Corp. of America Holdings*, No. 1:22-cv-00680-LCB-JLW (M.D.N.C. Aug. 12, 2025). Unfortunately, although it appeared to be a close call, the *McDonald* trial resulted in a total defense verdict. This result illustrates the risk here too. And even had Plaintiffs prevailed on liability at trial, substantial disputes over proof of loss and damages would have remained, as courts routinely recognize in ERISA cases. *See, e.g., Ramos v. Banner Health*, 461 F. Supp. 3d 1067, 1134–35 (D. Colo. 2020). The Settlement eliminates these risks. *Hawkins v. Cintas Corp*., No. 1:19-cv-1062, 2024 WL 3982210, at *7 (S.D. Ohio Aug. 27, 2024)(noting "excessive recordkeeping fee cases under ERISA, similar to this, have inherent risks that support settlement as a mechanism to resolve a legitimate legal and factual dispute."); *see also Davis*, 2025 WL 66052, at *4 (same).

5. The range of possible recovery

"The question is not whether the parties have reached 'exactly the remedy they would have asked the Court to enter absent the settlement,' but instead 'whether the settlement's terms fall within a reasonable range of recovery, given the likelihood of the plaintiffs' success on the merits.'" *Slipchenko*, 2015 WL 338358, at *11 (citations omitted). Again, Defendants vigorously deny all of Plaintiffs' claims and have refuted Plaintiffs' Plan loss scenarios throughout this case. If any of Defendants' arguments were credited by the Court, it would reduce the Plaintiffs' and the Plan's damages considerably, if not totally. In that light, the proposed Settlement Amount of $2,000,000.00 is an appropriate discount to avoid the costs of continued litigation and potential risk for Plaintiffs and the Plan to receive less or no damages after a trial.

Plaintiffs' experts estimate the maximum potential damages are $9,800,000.00. McKay Decl. ¶ 9. Accordingly, the $2,000,000.00 Settlement Amount represents approximately 20% of Plaintiffs' estimated maximum damages. *Id.* A 20% recovery is consistent with recoveries that district courts in the Fifth Circuit and elsewhere have consistently approved in ERISA cases. *See Blackmon*, 2022 WL 3142362, at *4 (finding that a recovery of 14% to 23% of the plaintiffs' total estimated damages "exceeds many recoveries received in other class action cases."); *Ramirez v. J.C. Penney Corp., Inc.*, No. 14-CV-601, 2017 WL 6462355, at *4 (E.D. Tex. Nov. 30, 2017), *R. & R. adopted*, 2017 WL 6453012 (E.D. Tex. Dec. 18, 2017) (agreeing with the parties in an ERISA case "that a recovery of 22.5 percent of recoverable damages is reasonable, particularly in light of the high expense for litigation in a complex case such as this."); *Sims v. BB&T Corp.*, No. 15-CV-732, 2019 WL 1995314, at *5 (M.D.N.C. May 6, 2019) (approving a recovery "represent[ing] 19% of the total investment and recordkeeping damages sought by the plaintiffs."); *Johnson v. Fujitsu Tech. & Business of America, Inc.*, No. 16-cv-03698, 2018 WL 2183253, at **6-7 (N.D. Cal. May 11, 2018) (approving a recovery representing "under 10% of the Plaintiffs' most aggressive 'all in' measure of damages" in an ERISA excessive fee case).

6. The opinions of class counsel, class representatives, and absent class members

"Significant weight is given to the opinion of class counsel concerning whether the settlement is in the best interest of the class and the court is not to substitute its own judgment for that of counsel." *Ramirez*, 2017 WL 6462355, at *3 (citing *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977)); *see also Kemp*, 2015 WL 8526689, at *7 ("district courts in the Fifth Circuit often accord great weight to the stated opinion of class counsel"); *Slipchenko*, 2015 WL 338358, at *12 ("The endorsement of class counsel is entitled to deference, especially in light of class counsel's significant experience in complex civil litigation and their lengthy opportunity to evaluate the merits of the claims.").

Class Counsel have decades of experience successfully litigating similar ERISA claims. McKay Decl., ¶¶ 3, 10. They strongly endorse the Settlement and believe it is fair, reasonable, adequate, and warrants final approval. *Id.* Similarly, Defendants' counsel are also experienced in ERISA class actions of this type and approve of the Settlement as well.

As noted above, there have been zero objections to the Settlement filed by any Class Members. This is extraordinary given that the Settlement Notice was delivered to more than 60,000 individuals. *See* Unkefer Decl.,¶ 7. The lack of any objections strongly supports entry of final approval.

In addition, the Settlement Administrator served Notice of the Settlement on the Attorney General of the United States, the U.S. Department of Labor, and the Attorneys General of all fifty states, and the Attorneys General for the District of Columbia, Puerto Rico, Guam, and American Samoa. *See* Unkefer Decl., Exhibit A. None of the aforementioned government entities objected to the Settlement, appeared in this case, or voiced any concern about the Settlement. Thus, this factor also weighs in favor of granting final approval.

7. The public interest

Although not an explicit *Reed* Factor, courts in the Fifth Circuit nonetheless recognize that approving class action settlements is in the public's interest. "There is a strong judicial policy in favor of settlements, particularly in the class action context." *Ramirez*, 2017 WL 6462355, at *3 (citing *In re PaineWebber Ltd. P'ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998)); *see also Kemp*, 2015 WL 8526689, at *5 ("[S]ettlement avoids consuming additional judicial […] time and resources, and avoiding such costs weighs in favor of settlement."); *Hawkins*, 2024 WL 3982210, at *11 (In general, "public interest is furthered by an efficient resolution of a class-wide controversy and the conservation of judicial resources[,]" especially where "the Agreement provides class members immediate relief, avoids further litigation, and frees the Court's judicial resources.").

"Importantly, it has been determined that an 'ERISA Settlement [in particular] confers broader public benefits, as the protection of retirement funds is a great public interest.'" *Hawkins*, 2024 WL 3982210, at *11 (quoting *Karpik*, 2021 WL 757123 at *6); *see also In re Marsh ERISA Litig*., 265 F.R.D. 128, 149-50 (S.D.N.Y. 2010) ("Congress passed ERISA to promote the important goals of protecting and preserving the retirement savings of American workers" and "such lawsuits create incentives for fiduciaries to comply with ERISA.").

As mentioned above, this case involves complex issues and, without a settlement, would remain in the judicial system for a lengthy duration at the risk of lesser or no relief to Plaintiffs and the Plan (with over 60,000 individuals participating in the Plan). Thus, the public benefit of settling this case (especially when none of the Class Members objected to the Settlement), as well as all of the other *Reed* factors, weighs in favor of finding the settlement fair, reasonable, and adequate.

In sum, all of the factors courts consider when ruling on motions for final approval support granting final approval here.

IV. THE PLAN OF ALLOCATION TREATS ALL CLASS MEMBERS EQUITABLY AND IS COMMONLY USED IN SIMILAR ERISA SETTLEMENTS

"'A plan of allocation that reimburses class members based on the extent of their injuries is generally reasonable.'" *Slipchenko*, 2015 WL 338358, at *12 (quoting *Schwartz v. TXU Corp.,* 2005 WL 3148350, at *23 (N.D. Tex. Nov. 8, 2005)). The proposed Plan of Allocation in this case is attached as Exhibit B to the Settlement Agreement and was filed with Plaintiff's Unopposed Motion for Preliminary Approval. *See* ECF 80-1 at *53. The

Plan of allocation reimburses class members based on the extent of their injuries exactly like the *Slipchenko* and *Schwartz* courts found to be "generally reasonable."

The Plan of Allocation is premised on calculating a Settlement Class Member's distribution on a *pro rata* basis based on account balances, a proxy for the alleged losses. Current participants will receive their share of the Settlement Fund through a distribution to their accounts in the Plan and former participants will be paid by check. *See* Settlement Agreement at Paragraph 5.3.

The Plan of Allocation here is also material the same as ones approved in ERISA class settlements throughout the country and in three recent ERISA settlements in this Circuit. *Perkins v. United Surgical Partners Int'l. Inc.*, 3:21-CV-00973-X (N.D. Tex. October 30, 2025; *Seidner v. Kimberly-Clark Corp.,* 3:21-CV-867-L (N.D. Tex. July 25, 2025); *Blackmon v. Zachary Holdings, Inc.*, No. 20-CV-00988-JKP (W.D. Tex. Aug. 5, 2022).

Because this is an ERISA case, "Class Members will not have to file a claim form but will automatically receive their distributions into their tax-deferred retirement accounts" (or by check for Class Members who no longer have a Plan account). *Pledger*, 2021 WL 2253497, at *8; *see also In re Schering-Plough Corp. Enhance ERISA Litig.*, No. 08-cv-1432, 2012 WL 1964451, at *6 (D.N.J. May 31, 2012) (for members with active accounts "[t]he distribution takes place through the Plan[] so as to realize the tax advantage of investment in the Plan[].").

The proposed Plan of Allocation is commonly utilized in similar ERISA matters because it is equitable and is highly effective. *See*, *e.g.*, *Ramirez*, 2017 WL 6462355, at *4 (approving a "pro rata distribution of the Net Settlement Fund based on each class member's loss"); *Davis*, 2025 WL 66052, at *1 ("a Settlement Administrator will determine each Class Member's share of the Settlement Amount in proportion to that Class Member's balance in their Plan Account during the Class Period as compared to the sum of the balances of all Class Members during that time."); *Hawkins* , 2024 WL 3982210, at *3 (similar); *Feinberg v. T. Rowe Price Grp.*, 610 F. Supp. 3d 758, 769-70 (D. Md. 2022) (same, listing cases).

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their Motion for Final Approval of the Settlement.[2]

Respectfully submitted this 24th day of July, 2026.

/s/ *Michael McKay*
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[2] If helpful to the Court, Plaintiffs would be pleased to provide a Word version of the proposed Final Approval Order, which was filed as Exhibit D to the Settlement Agreement (ECF 80-1 at 66) and is also being filed concurrently herewith as a PDF.

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Class Counsel

MEET AND CONFER CERTIFICATION

Consistent with Local Rule 7.1, in the spirit of good faith, before it was filed, Class Counsel sent Defendants a near final draft of this Motion for Final Approval of Class Action Settlement and invited Defendants to raise objections if they had any. Defendants provided no objections. Although Defendants do not necessarily agree with or endorse all of the statements made in the motion, Defendants do not oppose the Motion or final approval of the Settlement. Hence, the motion is unopposed.

WORD COUNT COMPLIANCE CERTIFICATION

This Motion contains 4,108 words, excluding the words that need not be counted under Judge Eskridge's Procedure No. 18(c).

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically through the Court's CM/ECF system in compliance with the Local Rules.

/s/ *Michael McKay*
Michael McKay