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18 **IN THE UNITED STATES DISTRICT COURT**
19 **FOR THE DISTRICT OF ARIZONA**

20 Samantha Gotta and Michael De Sena,
21 individually and on behalf of the Stantec
22 401(k) Plan,

23 Plaintiffs,

24 vs.

25 Stantec Consulting Services, Inc.; The
26 Board of Directors of Stantec Consulting
27 Services, Inc.; Stantec Consulting
28 Services, Inc. Fiduciary Investment
Committee; and John Does 1-30,

Defendants.

) Case No.: 2:20-cv-01865-GMS

)
) **PLAINTIFFS' MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT AND AWARD OF**
) **ATTORNEYS' FEES, EXPENSES,**
) **AND CLASS CONTRIBUTION**
) **AWARDS; MEMORANDUM OF**
) **POINTS AND AUTHORITIES IN**
) **SUPPORT THEREOF**

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MOTION

Samantha Gotta and Michael De Sena (collectively, “Plaintiffs”) respectfully move the Court to grant Plaintiffs’ Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Expenses, and Class Contribution Awards (the “Motion”) pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement “Preliminary Approval Order”. (See ECF No. 77.)

The Parties have worked cooperatively to effectuate the Notice Plan as provided for in the Court’s Preliminary Approval Order and Plaintiffs now move the Court to enter an order granting Final Approval of the proposed Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class. Plaintiffs bring this Motion pursuant to Federal Rule of Civil Procedure 23(e), and it is supported by the below Memorandum of Points and Authorities; the Declaration of Michael McKay (“McKay Decl.”); the Declaration of Eric Lechtzin (“Lechtzin Decl.”); Declaration of American Legal Claim Services, LLC Regarding Due Diligence in Noticing (“American Legal Declaration”) on behalf of the Settlement Administrator, American Legal Claim Services, LLC (“American Legal”), and supporting exhibits; the pleadings, records, and papers on file in this action; and all other matters properly before the Court.

Plaintiffs stand ready to provide any additional information or materials that the Court may require in connection with consideration of the Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This unopposed Motion seeks final approval of the proposed Settlement of this action under the Employee Retirement Income Security Act (“ERISA”), as well as associated awards of Attorneys’ Fees, Expenses, and Case Contribution Awards. The Settlement¹

¹ The Settlement Agreement and its exhibits are attached to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”). (See ECF No. 76.) Capitalized terms not otherwise defined herein shall have the same meaning as in the Settlement Agreement.

1 would provide \$2,000,000 in monetary relief to members of the Settlement Class, who were
2 participants and beneficiaries in the Plan during the Class Period. Notice has been
3 disseminated to the Settlement Class and there have been **no objections** to any aspect of
4 the Settlement or the related applications to date. In addition, consistent with Department
5 of Labor regulations pertaining to the release of claims by a qualified retirement plan, an
6 independent fiduciary has been retained on behalf of the Plan to review and authorize the
7 Settlement. The Independent Fiduciary's report, which will be filed before the Final
8 Fairness Hearing, will provide an additional touchstone for the Court to assess the fairness
9 and adequacy of the Settlement and the related applications. Moreover, distribution of the
10 Settlement Fund would largely occur by way of automatic distributions into the Plan,
11 resulting in a significant participation rate among members of the Settlement Class. In light
12 of the meaningful, immediate consideration that would be provided by the Settlement and
13 positive reaction of the Settlement Class, Plaintiffs respectfully submit the Settlement
14 should be approved and the related applications granted.

15 On November 3, 2023, the Court entered the Preliminary Approval Order, which
16 preliminarily approved the Settlement Agreement on behalf of the proposed Settlement
17 Class, which is defined as:

18 All persons, except Defendants and their immediate family
19 members, who were participants in or beneficiaries of the Plan, at
20 any time between September 24, 2014, through November 3,
2023.

21 (*See* ECF No. 77). The Court determined that the Settlement Agreement—a hard-fought
22 compromise resulting from adversarial, arm's length negotiations—was sufficiently fair,
23 reasonable, and adequate to warrant provisional approval. To date, there have been **no**
24 **objections** to any aspect of the Settlement Agreement following notice to the Settlement
25 Class, and the terms of the Settlement Agreement and related applications are being
26 reviewed and authorized by the independent fiduciary, which will be set forth in an opinion
27 and report that will be delivered to counsel and filed with the Court prior to the Final
Fairness Hearing. (*See* McKay Decl., at ¶ 13.) In light of the substantial benefits made

1 available by the Settlement, which Settlement Class members will receive without the need
2 to file a claim, and in order to avoid the burden, expense, and uncertainty of continued
3 litigation, Plaintiffs respectfully request that the Court grant final approval of the
4 Settlement. Further, Class Counsel and Plaintiffs have spent considerable time, resources,
5 and efforts on the litigation of this action, with no guarantee of recovery. Thus, Plaintiffs
6 submit that awards of Attorneys' Fees, Expenses, and Class Contribution Awards in the
7 amounts requested are appropriate in recognition of the efforts of Class Counsel and
8 Plaintiffs in pursuing the Plan's claims.

9 **II. BACKGROUND FACTS**

10 The basic facts and procedural history of this action are well known to the Court and
11 set forth in greater detail in Plaintiffs' Motion for Preliminary Approval. (ECF No. 77.)

12 **A. The Settlement**

13 1. The Settlement and Released Claims

14 Following considerable investigation, careful consideration of Plaintiffs' claims,
15 completion of fact and expert discovery, certification of the class, a multi-year mediation
16 process with Judge Morton Denlow (Retired) of JAMS serving as the mediator, more than
17 three years of adversarial litigation, and with trial on the horizon, Judge Denlow made a
18 mediator's proposal which the Parties' accepted and forms the basis of the Settlement. (*See*
19 McKay Decl. at ¶ 12.) The release of claims provided in the Settlement is tailored to the
20 claims pursued in the litigation and for which consideration would be furnished under the
21 Settlement. (*See* Settlement Agreement, at ¶¶ 7-8.) In exchange for this release, Defendants
22 have agreed to establish a common fund in the amount of \$2,000,000. Consistent with the
23 Preliminary Approval Order and Notice provided to the Class, the Settlement Fund has been
24 and will continue to be used for the following purposes: (1) compensation to authorized
25 Class Members; (2) any Attorneys' Fees and Expenses approved by the Court; (3)
26 reasonable fees above \$30,000 of the Independent Fiduciary in connection with its review
27 of the Settlement Agreement; (4) all reasonable costs of administering the Settlement; and

1 (5) payment of Case Contribution Awards to Plaintiffs not to exceed \$10,000 each, subject
2 to Court approval. (*See* Settlement Agreement, ¶¶ 11-23.)

3 2. Distribution of Settlement Funds to Class Members

4 The Settlement Fund will be distributed on a *pro rata* basis to members of the
5 Settlement Class pursuant to the Plan of Allocation. The amount paid to each Class Member
6 will be determined by the Plan of Allocation based on the average size of each Class
7 Member’s account during the Class Period. (*See* Class Notice, ¶ 7 (Plan of Allocation); *see*
8 *also* McKay Decl. ¶ 15, Exhibit 1.) Members of the Settlement Class need not take any
9 further action to receive payment under the Settlement, as their accounts will automatically
10 be credited the amount due to them under the Plan of Allocation. (*See* Settlement
11 Agreement, ¶¶ 26-27.) Class Members will automatically receive the benefit of the
12 Agreement without having to submit any claim for benefits. (*Id.*)

13 **B. Preliminary Approval of Class Notice**

14 On November 3, 2023, the Court granted preliminary approval of the proposed
15 Settlement and approved the Notice Plan. (ECF No. 77.) In compliance with the Preliminary
16 Approval Order, American Legal disseminated the Settlement Notice via electronic and/or
17 first-class mail to more than 24,381 Class Members. (American Legal Decl., at ¶ 3-6.)
18 They obtained forwarding addresses and updated contact information through the United
19 States Post Office and “skip-tracing.” (*Id.* ¶ 5.) American Legal re-mailed Notices to each
20 individual for whom an updated address was discovered after the original Notice had been
21 returned. (*Id.*) American Legal was able to confirm Notice was delivered to 99.04% of Class
22 Members. (*Id.* ¶ 6.) Additionally, pursuant to the Preliminary Approval Order and the terms
23 of the Settlement, American Legal established a website for the Settlement, which provided
24 information about the case, relevant deadlines, and made available a number of pertinent
25 documents, including the: (i) Class Action Complaint; (ii) Settlement Agreement; (iii)
26 Frequently Asked Questions; (iv) Preliminary Approval Order; and (v) Class Notice. (*Id.* ¶
27 8.) Further, in accordance with the Settlement Agreement and the Preliminary Approval

1 Order, American Legal established a toll-free telephone number, to which Class Members
2 could direct questions about the Settlement. (*Id.* ¶ 9.) In addition to the foregoing, Class
3 Counsel are informed Defendants' Counsel distributed Notice of the Settlement to the
4 appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005.
5 (McKay Decl., at ¶ 14 ; *see also* 28 U.S.C. §§ 1332(d), 1453, and 1711-1715.) American
6 Legal has provided periodic updates to Class Counsel and Defense Counsel of expenditures
7 made in connection with administration of the Settlement, and it has provided any and all
8 information that was requested by the Parties or their counsel. (McKay Decl., at ¶ 13.)

9 Finally, neither Class Counsel nor American Legal have received any objections to
10 the fairness, reasonableness, or adequacy of the Settlement or to the proposed
11 Administrative Expenses, Attorneys' Fees and Costs, or Plaintiffs' Case Contribution
12 Awards. (American Legal Decl., at ¶ 7; *see also* McKay Decl., at ¶ 13.) In fact, the opposite
13 is true. Class Counsel has fielded hundreds of calls and emails from members of the
14 Settlement Class inquiring about the litigation, Settlement, and claims process, and only
15 received positive feedback from Settlement Class Members. (McKay Decl., at ¶ 11.)

16 **C. The Settlement and Related Applications Have Been Reviewed and**
17 **Authorized by an Independent Fiduciary on Behalf of the Plan**

18 To further ensure that the Settlement is fair, reasonable, and adequate, Defendants
19 retained an Independent Fiduciary, Fiduciary Counselor's, Inc., to review, and if
20 appropriate, approve the Settlement on behalf of the Plan pursuant to Department of Labor
21 Regulations pertaining to the release of litigation claims on behalf of a qualified retirement
22 plan. (*See* Settlement at ¶¶ 18, 30). The Parties and their counsel provided the Independent
23 Fiduciary sufficient information to enable the Independent Fiduciary to review and evaluate
24 the Settlement, including the relevant pleadings and papers filed on the docket, certain
25 discovery materials, confidential settlement documents, and any other materials requested.
26 (*See* McKay Decl., at ¶ 16.) In addition, counsel for the Parties each have or will participate
27 in meetings with the Independent Fiduciary to review certain matters related to the litigation
and Settlement, and the Parties have and will answer all follow up questions from the

1 Independent Fiduciary. (*Id.*) The Independent Fiduciary will comply with all relevant
2 conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of
3 Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003,
4 by the Department of Labor, 68 Fed. Reg. 75,632, in making its determination. (*Id.*) As
5 reflected in the report that will be filed with the Court, Plaintiffs anticipate the Independent
6 Fiduciary will conclude that the Settlement and related applications are fair, reasonable, and
7 adequate. (*Id.*)

8 **III. THE SETTLEMENT MERITS FINAL APPROVAL**

9 **A. The Settlement is Fair, Reasonable, and Adequate**

10 “The standard for reviewing class action settlements at the final approval stage is well
11 settled. Rules 23(e)(2) states that the district court may only approve the settlement if ‘it is
12 fair, reasonable, and adequate.’” *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1035 (N.D. Cal.
13 2016) (citing Fed. R. Civ. P. 23). In determining whether a settlement meets these
14 requirements, courts look to factors including the following:

- 15 (1) the strength of plaintiffs’ case;
- 16 (2) the risk, expense, complexity, and likely duration of further litigation;
- 17 (3) the risk of maintaining class action status throughout the trial;
- 18 (4) the amount offered in settlement;
- 19 (5) the extent of discovery completed, and the stage of the proceedings;
- 20 (6) the experience and views of counsel;
- 21 (7) the presence of a governmental participant; and
- 22 (8) the reaction of the class members to the proposed settlement.

23 *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003) (citation and internal quotation
24 marks omitted). The relative importance of these factors depends upon the unique facts and
25 circumstances of a given case, and “[i]t is the settlement taken as a whole, rather than the
26 individual component parts, that must be examined for overall fairness” *Cotter*, 193 F.
27 Supp. 3d at 1035 (citations and alterations omitted). “[T]here is a strong judicial policy that
favors settlements, particularly where complex class action litigation is concerned.” *In re*

1 *Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *see also Campbell v. Facebook,*
2 *Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (same).

3 The Court has already preliminarily found that the Settlement is fair, reasonable, and
4 adequate. (ECF No. 77.) The factors considered at final approval mirror those contemplated
5 at preliminary approval. Having already preliminarily approved the fairness of the
6 settlement, and because there have been no intervening circumstances that would alter that
7 conclusion, the Court should find the same here. Additionally, notice of the settlement has
8 been completed exactly in accordance with the Court's Preliminary Approval Order and all
9 of the remaining relevant factors support final approval of the Settlement.

10 1. The Strength of Plaintiffs' Case and the Risk, Expense, and Complexity
11 of Further Litigation

12 Although Plaintiffs believe there is strong legal and factual support for their claims,
13 there is inherent risk in continued litigation of these complex ERISA claims. "After the
14 Court denied Defendants' motions to dismiss, a wide range of outcomes was possible,
15 including uncertain damages awards even if Plaintiffs did ultimately prevail on their
16 claims." *Johnson v. Fujitsu Tech. and Bus. of Am., Inc.*, 2018 WL 2183253, at *5 (N.D.
17 Cal. 2018). When the Parties reached the Settlement, they had completed nearly all pretrial
18 activities and were on the eve of trial. Trial presentations would rely heavily on competing
19 expert testimony and likely would have given way to a complex appeal. Plaintiffs faced
20 meaningful challenges in their ability to obtain a recovery on behalf of the Plan, even setting
21 aside the additional complexity and delay of likely appeals, which strongly supports the
22 final approval of the Settlement. *See Urakhchin v. Allianz Mgmt. of Am., L.P.*, 2018 WL
23 3000490, at *4 (C.D. Cal. July 30, 2018).

24 The Settlement is a product of an extensive arm's-length process in recognition of the
25 risks that attended to further litigation. "An initial presumption of fairness is usually
26 involved if the settlement is recommended by class counsel after arm's-length bargaining."
27 *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869, at *8 (N.D. Cal. Oct. 11, 2016); *see also*
Slezak v. City of Palo Alto, 2017 WL 2688224, at *5 (N.D. Cal. June 22, 2017) (finding the

1 “likelihood of fraud or collusion [wa]s low . . . because the Settlement was reached through
2 arm’s-length negotiations, facilitated by an impartial mediator.”). This presumption of
3 fairness ought to apply here because Class Counsel and Defendants’ counsel are
4 experienced in ERISA litigation, and each possess a thorough understanding of the factual
5 and legal issues involved in the Action. *See Tadepalli v. Uber Techs., Inc.*, 2015 WL
6 9196054, at *9 (N.D. Cal. Dec. 17, 2015) (“Settlements are entitled to ‘an initial
7 presumption of fairness’ because they are the result of arm’s-length negotiations among
8 experienced counsel.”).

9 Further, the Settlement is a product of a mediator’s proposal. Judge Denlow, a
10 Mediator with JAMS, has significant experience in assessing ERISA disputes. The Parties
11 only reached the Settlement after formal and informal mediation and follow-up discussions
12 with the assistance of Judge Denlow – a process that spanned over a year. (*See McKay*
13 *Decl.*, at ¶ 3.) The Settlement further merits a presumption of fairness because it was
14 proposed and endorsed by Judge Denlow, who is intimately familiar with the facts and
15 issues in the case given that he worked with the Parties as a Mediator for over a year.

16 2. The Settlement Recovery

17 Plaintiffs, with the assistance of their experts, have estimated realistic and supportable
18 damages of roughly \$5,600,000.² (*McKay Decl.*, at ¶ 4.) While figures in this range are
19 defensible, the likelihood of obtaining a complete recovery is fraught with risk and
20 uncertainty. Indeed, if the case proceeded through trial, Defendants would likely challenge
21 the loss calculation methodology and interest rates applied (not to mention challenges to
22 causation and other elements of Plaintiffs’ claims).

23 Plaintiffs and Class Counsel submit, based on their experience and expertise, that the
24 Settlement—which provides \$2,000,000, or approximately 35% of estimated supportable
25

26 ² The estimated supportable damages opined on by Plaintiffs’ expert witness have varied
27 somewhat over the case as facts and information were produced, when challenged by
Defendants’ expert witnesses, and challenged by Defendants’ counsel in depositions.

1 losses—is well within and significantly exceeds the accepted range of recovery in class
2 action settlements across the country and in this district. *See Fleming v. Impax Lab 'ys Inc.*,
3 2021 WL 5447008, at *10 (N.D. Cal. 2021) (settlement recovery representing 12.5% of
4 recoverable damages is “in a range consistent with the median settlement recovery in class
5 actions”); *In re MyFord Touch Consumer Litig.*, 2019 WL 1411510, at *10 (N.D. Cal.
6 2019) (approving settlement providing for 5.7% of possible recovery); *Deaver v. Compass*
7 *Bank*, 2015 WL 8526982, at *7 (N.D. Cal. 2015) (10.7% of total damages); *In re Lithium*
8 *Ion Batteries Antitrust Litig.*, 2017 WL 1086331, at *4 (N.D. Cal. 2017) (overruling
9 objections to settlement representing between 2.2% and 11.2% of possible damages).

10 3. The Stage of Proceedings and Extent of Discovery Completed

11 “The extent of the discovery conducted to date and the stage of the litigation are both
12 indicators of [Class Counsel’s] familiarity with the case and of Plaintiffs having enough
13 information to make informed decisions.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d
14 1036, 1042 (N.D. Cal. 2008). This factor strongly supports final approval. The Parties
15 litigated the case for more than three years. They completed all fact discovery and expert
16 witness discovery. The case was certified as a class action before a proposed settlement was
17 reached. Defendant filed a partial summary judgment motion, which Plaintiffs did not
18 oppose. The case settled on the eve of trial when the Parties agreed to a Mediator’s proposal.

19 4. The Experience and Views of Class Counsel

20 Class Counsel has significant experience in class action litigation generally and
21 ERISA breach of fiduciary duty litigation in particular. They are of the opinion that the
22 Settlement is fair and reasonable. (McKay Dec. ¶¶ 3, 5-7.) “The recommendations of
23 plaintiffs’ counsel should be given a presumption of reasonableness.” *Omnivision*, 559 F.
24 Supp. 2d at 1043. This presumption is especially warranted based on the opinion of
25 “experienced plaintiffs’ advocates and class action lawyers.” *Walsh v. CorePower Yoga*
26 *LLC*, 2017 WL 589199, at *10 (N.D. Cal. Feb. 14, 2017) (holding that experience of
27 counsel favored settlement approval).

1 Here, the Settlement Agreement is the product of vigorous litigation and arm's-length
2 negotiation by experienced and well-informed counsel, adequately reflects the strength of
3 the Parties' claims and defenses, is based on fulsome discovery and information gathered
4 over a period of three years and provides significant relief to the Settlement Class.
5 Accordingly, the Court should find the Settlement is fair, reasonable, and adequate, and
6 merits final approval.

7 5. The Reaction of Class Members

8 The reaction of the Settlement Class to the Settlement strongly supports final
9 approval. Indeed, "[a] small number of objections at the time of the fairness hearing may
10 raise a presumption that the settlement is favorable to the class." *Omnivision*, 559 F. Supp.
11 2d at 1043 (approving settlement where three of over 57,000 potential class members
12 objected); *see also Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004)
13 (affirming settlement with 45 objections out of 90,000 notices sent). Notice of the
14 Settlement with specific information about its material terms, as well as each of the
15 associated applications, has been distributed to over 24,000 Settlement Class members and
16 **zero objections** have been filed to date. Moreover, Class Counsel has fielded hundreds of
17 calls and emails from members of the Settlement Class inquiring about the litigation,
18 Settlement, and claims process, and only received positive feedback from Settlement Class
19 Members. (McKay Dec. ¶ 13.)

20 **IV. PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES, EXPENSES, AND** 21 **CASE CONTRIBUTION AWARDS IS FAIR, REASONABLE, AND** 22 **APPROPRIATE**

23 "It is well established that a private plaintiff, or his attorney, whose efforts create,
24 discover, increase or preserve a fund to which others also have a claim is entitled to recover
25 from the fund the costs of his litigation, including attorneys' fees." *Omnivision*, 559 F.
26 Supp. 2d at 1046 (quoting *Vincent v. Hughes Air W., Inc.*, 557 F.2d 759, 769 (9th Cir. 1977)
27 (internal quotation marks omitted)). "Where a settlement produces a common fund for the
benefit of the entire class, courts have discretion to employ either the lodestar method or

1 the percentage-of-recovery method.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d
2 935, 942 (9th Cir. 2011) (citing *In re Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th
3 Cir.2010)). In the Ninth Circuit, the percentage method is the prevailing method by which
4 district courts assess and award fees from a common fund in class action litigation. *See*
5 *Omnivision*, 559 F. Supp. 2d at 1046. Regardless of the method used, the Ninth Circuit
6 requires only that fee awards in common fund cases be reasonable under the
7 circumstances. *State of Fla. v. Dunne*, 915 F.2d 542, 545 (9th Cir. 1990). Courts
8 determining fee awards using the percentage method generally look to the following
9 factors:

- 10 (1) the results achieved;
- 11 (2) the risk of litigation;
- 12 (3) the skill required and the quality of work;
- 13 (4) the contingent nature of the fee and the financial burden carried by the plaintiffs
[and class counsel]; and
- 14 (5) awards made in similar cases.

15 *See Omnivision*, 559 F. Supp. 2d at 1046.

16 1. The Results Achieved

17 “The overall result and benefit to the class from the litigation is a critical factor in
18 granting a fee award.” *Omnivision*, 559 F. Supp. 2d at 1046 (finding recovery of 9% of
19 possible damages to be substantial based on average recovery in similar litigation, such that
20 requested fee award above benchmark was warranted). Plaintiffs have recovered
21 \$2,000,000 or approximately 35% of the estimated supportable damages. (McKay Decl., at
22 ¶ 4.) The exemplary result achieved on behalf of the Plan and the Settlement Class supports
23 the requested fee award. *Urakhchin v. Allianz Mgmt. of Am., L.P.*, 2018 WL 8334858, at *5
24 (C.D. Cal. July 30, 2018) (“[T]he degree of success obtained in this settlement weighs in
25 favor of finding the fee request reasonable.”); *see also In re Mego Fin. Corp. Sec. Litig.*,
26 213 F.3d 454, 459 (9th Cir. 2000) (finding fair and adequate an ERISA settlement
27 representing one-sixth, or 16 percent, of recovery); *Reyes v. Bakery & Confectionery Union*

1 & *Indus. Int'l Pension Fund*, 2017 WL 6623031, at *6 (N.D. Cal. Dec. 28, 2017) (approving
2 ERISA settlement recovery of 25% of possible damages).

3 2. The Risk of Litigation

4 “The risk that further litigation might result in Plaintiffs not recovering at all,
5 particularly a case involving complicated legal issues, is a significant factor in the award of
6 fees.” *See Omnivision*, 559 F. Supp. 2d at 1046 (citing *Vizcaino v. Microsoft Corp.*, 290
7 F.3d 1043, 1048 (9th Cir. 2002)). This factor strongly supports final approval too. It is rare
8 for ERISA breach of fiduciary duty class actions to be tried to verdict. However, recently
9 participants in New York University retirement plans, alleging claims like those of
10 Plaintiffs here, lost their case following a lengthy bench trial. Attorneys who represented
11 the New York University retirement plans also represent Defendants here. The New York
12 University verdict provides strong support for Plaintiffs’ decision to accept Defendants’
13 offer of \$2,000,000, even though Plaintiffs believe in the merit of their case. Additionally,
14 any successful trial would almost certainly be followed by an appeal that would result in
15 additional risk and delay to the Settlement Class. The Settlement represents a reasonable
16 compromise that alleviates the risks associated with further litigation.

17 2. The Skill Required and the Quality of Representation

18 ERISA claims such as Plaintiffs’ deal with a complex area of the law that necessitates
19 fierce litigation on highly complicated and financially sophisticated topics. *See Toumajian*
20 *v. Frailey*, 135 F.3d 648, 650 (9th Cir. 1998) (“Once again the mysteries of the Employee
21 Retirement Income Security Act of 1974 (“ERISA”)—a statute intended to provide a
22 system of uniformity and simplicity in the complex regulatory field of employee benefits—
23 provide added complexity in this action.”). The litigation of such claims frequently relies
24 on the testimony of competing experts on liability issues and financial losses, and Class
25 Counsel’s understanding of ERISA’s complex regulatory framework enabled them to work
26 effectively with the experts they engaged in order to effectively prepare the case.

1 Class Counsel have extensive experience litigating ERISA fiduciary breach cases.
2 (McKay Decl., at ¶¶ 5-6.) Throughout the pendency of the case, Class Counsel have
3 leveraged their experience and resources to vigorously pursue recovery on behalf of the
4 Plan and protect the interests of all Class Members, including by comprehensively
5 investigating the claims forming the basis of the action, filing detailed pleadings, briefing
6 several motions, engaging in the discovery process, retaining multiple industry experts to
7 develop theories and support Plaintiffs' allegations, and preparing for trial. (*Id.*) Tens of
8 thousands of pages of documents were investigated and reviewed during the discovery
9 process and in preparation for litigation. (*Id.*) The representation of the Class was of the
10 highest quality. In addition, Defendants were represented by some of the most formidable
11 and qualified ERISA practitioners in the country. Class Counsel was still able to secure a
12 \$2,000,000 Settlement. Accordingly, achieving a favorable Settlement against such well-
13 represented adversaries is a testament to the skill and quality of Class Counsel's
14 representation of the Class.

15 3. The Contingent Nature of the Fee and the Financial Burden Carried by
16 Plaintiffs

17 Class Counsel prosecuted the class action on a contingent basis and advanced all
18 associated costs with no guaranty of compensation in the event the litigation did not result
19 in a recovery for the Settlement Class. (McKay Decl. ¶ 18.) "The importance of assuring
20 adequate representation for plaintiffs who could not otherwise afford competent attorneys
21 justifies providing those attorneys who do accept matters on a contingent-fee basis a larger
22 fee than if they were billing by the hour or on a flat fee." *Omnivision*, 559 F. Supp. 2d at
23 1047; *see also Urakhchin*, 2018 WL 8334858, at *6 (citing cases). Class Counsel have
24 devoted in excess of 1,635 hours over three years to this litigation. (McKay Decl., at ¶ 17;
25 Lechtzin Decl. ¶ 8.) Class Counsel have yet to receive any compensation for the efforts
26 expended in this case. Additionally, Class Counsel advanced \$117,620.00 of expenses in
27 the interest of providing effective representation to the Settlement Class over three years.
(McKay Decl., at ¶ 18; Lechtzin Decl. ¶ 9.) Class Counsel's risk of nonpayment in light of

1 these efforts merits the requested fee award too. *See Omnivision*, 559 F. Supp. 2d at 1047
2 (awarding requested fees and expenses where counsel had devoted 7,500 hours and
3 advanced in excess of \$500,000 in expenses in securities litigation lasting three years).

4 4. Awards in Similar Cases

5 Although the Ninth Circuit has established a general benchmark of 25% in contingent
6 fee litigation, District Courts throughout the Ninth Circuit have noted that “in most common
7 fund cases, the award exceeds that benchmark.” *See Omnivision*, 559 F. Supp. 2d at 1047.
8 *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989). In ERISA litigation
9 of this kind, one-third is the most common percentage awarded. *See, e.g., Garthwait v.*
10 *Eversource*, No. 3:20-cv-00902-JCH, ECF No. 205 (D. Conn.) (awarding one-third of
11 common fund as attorneys’ fees); *Kruger v. Novant Health, Inc.*, 2016 WL 6769066, at *2
12 (M.D.N.C. Sept. 29, 2016) (same); *Spano v. Boeing Co.*, 2016 WL 3791123, at *2 (S.D. Ill.
13 Mar. 31, 2016) (same); *Main v. American Airlines, Inc.*, Case No. 4:16-cv-00473, ECF No.
14 138 (N.D. Tex. Feb. 21, 2018) (same). *Moon v. E.I. du Pont de Nemours and Co.*, No. 19-
15 cv-01856 (D. Del. Feb. 03, 2023) (finding one-third of common fund attorney fee award
16 “unremarkable” in ERISA breach of fiduciary duty class settlement). The requested one-
17 third is commensurate with the risk assumed by Class Counsel and awards in similar cases
18 under analogous circumstances (*e.g.*, procedural posture at time of resolution, amount of
19 time spent and expenses incurred, etc.). It also bears noting that the Independent Fiduciary
20 will review the fee request and Class Counsel expect the Independent Fiduciary will
21 determine that the request is reasonable in light of the efforts expended by Class Counsel
22 in prosecuting the litigation. Likewise, all members of the Settlement Class received notice
23 of the anticipated request for attorneys’ fees and no member of the Settlement Class
24 objected to the anticipated request.

25 5. Lodestar Cross-Check

26 “As a final check on the reasonableness of the requested fees, courts often compare
27 the fee counsel seeks as a percentage with what their hourly bills would amount to under

1 the lodestar analysis.” *See Omnivision*, 559 F. Supp. 2d at 1048. Under the lodestar method,
2 the “lodestar should be computed either using an hourly rate that reflects the prevailing rate
3 as of the date of the fee request to compensate Class counsel for delays in payment inherent
4 in contingency-fee cases, or using historical rates and compensating for delays with a
5 prime-rate enhancement.” *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016). A
6 reasonable hourly rate “must be based on the ‘experience, skill, and reputation of the
7 attorney requesting fees’ as well as ‘the rate prevailing in the community for similar work
8 performed by [comparable] attorneys’” *Rodman v. Safeway Inc.*, 2018 WL 4030558,
9 at *6 (N.D. Cal. Aug. 23, 2018) (quoting *Chalmers v. City of Los Angeles*, 796 F.2d 1205,
10 1210–11 (9th Cir. 1986), *amended by* 808 F.2d 1373 (9th Cir. 1987)).³

11 Though the lodestar figure is “presumptively reasonable,” *Cunningham v. Cnty. of*
12 *Los Angeles*, 879 F.2d 481, 488 (9th Cir. 1988), it is well established that a court “may
13 adjust it upward or downward by an appropriate positive or negative multiplier reflecting a
14 host of ‘reasonableness’ factors, ‘including the quality of representation, the benefit
15 obtained for the class, the complexity and novelty of the issues presented, and the risk of
16 nonpayment.’” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941–42 (9th Cir.
17 2011) (quoting *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975), *abrogated*
18 *on other grounds by City of Burlington v. Dague*, 505 U.S. 557 (1992)); *see also Moreno*
19 *v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008); *Hensley v. Eckerhart*, 461 U.S.
20 424, 433–34 (1983).

21 Calculations under lodestar method, taking into consideration any positive
22 multipliers, confirm that a fee award of one-third is reasonable. Indeed, Class Counsel have
23

24 ³ The hourly rates charged by Class Counsel are in line with hourly rates found to be
25 reasonable by courts in the Ninth Circuit in similar ERISA litigation, even several years
26 ago. *See Urakhchin*, 2018 WL 8334858, at *6 (finding—in an order issued six years ago—
27 fee award to be supported by lodestar cross-check based on billing rates between \$600 and
\$825 per hour for attorneys with more than ten years of experience, \$325 to \$575 per hour
for attorneys with 10 or fewer years of experience, and \$250 per hours for paralegals and
clerks).

1 spent more than 1,635 hours prosecuting this case (excluding the additional time anticipated
2 to be spent on administering the Settlement and addressing any inquiries by members of the
3 Settlement Class following final approval). (McKay Decl., at ¶ 17; Lechtzin Decl. ¶ 8.) This
4 implies a lodestar figure of \$892,282.50. (*See id.*) Even before any additional post-approval
5 time is considered, an award of one-third of the Settlement Fund would represent less than
6 Class Counsel’s lodestar. In complex financial litigation such as this, courts have often
7 approved lodestar multipliers ranging between 1 and 4. *See In re Chiron Corp. Secs. Litig.*,
8 2007 WL 4249902, *17–18 (N.D. Cal. Nov. 30, 2007) (surveying fee awards). Here, Class
9 Counsel’s lodestar exceeds the requested fee award. Thus, under all of the circumstances,
10 a lodestar cross-check confirms the reasonableness of the fee request.

11 6. The Court Should Award the Requested Reasonable Expenses to
12 Plaintiffs

13 Plaintiffs seeks an award of \$117,620 for reasonable expenses incurred in this case.
14 (McKay Decl., at ¶ 18; Lechtzin Decl. ¶ 9.) “Attorneys may recover their reasonable
15 expenses that would typically be billed to paying clients in non-contingency matters.” *In re*
16 *Omnivision*, 559 F. Supp. 2d at 1048. Such costs typically include “photocopying, printing,
17 postage, court costs, research on online databases, experts and consultants, and reasonable
18 travel expenses.” *Thomas v. MagnaChip Semiconductor Corp.*, 2018 WL 2234598, at *4
19 (N.D. Cal. May 15, 2018). Class Counsel’s expenses were all reasonably necessary to the
20 conduct of the litigation. The most significant expenses are expert witness fees, without
21 which the case could not have been most effectively prepared. (McKay Decl., at ¶ 18;
22 Lechtzin Decl. ¶¶ 8-11.) All expenses for which reimbursement is sought were necessary
23 for the prosecution of this litigation. (*Id.*)

24 7. The Court Should Award the Requested Case Contribution Awards

25 Case contribution “awards that are intended to compensate class Representatives for
26 work undertaken on behalf of a class ‘are fairly typical in class action cases.’” *In re Online*
27 *DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (citation omitted). Such
awards are “intended to compensate class representatives for work done on behalf of the

1 class, to make up for financial or reputational risk undertaken in bringing the action, and,
2 sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez v.*
3 *West Publishing Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009).

4 Plaintiffs have actively participated in the litigation and assisted Class Counsel in all
5 facets of the litigation. (Lechtzin Decl. ¶ 11.) Consistent with awards regularly granted
6 under similar circumstances, Plaintiffs should be compensated for their work done in
7 support of the litigation and for assisting Class Counsel in achieving a strong settlement on
8 behalf of the Class, as well as the reputational and other risks they undertook in bringing
9 this Action. *See Johnson*, 2018 WL 2183253, at *8. Accordingly, Plaintiffs request that the
10 Court approve a contribution award in the amount of \$10,000 to each Plaintiff.

11 VI. CONCLUSION

12 For the foregoing reasons, those already identified in Plaintiffs’ Unopposed Motion
13 for Preliminary Approval and the Court’s Preliminary Approval Order, and all others
14 appearing on the record, Plaintiffs respectfully request that the Court grant Plaintiffs’
15 Motion for Final Approval of the Settlement, Attorneys’ Fees, Expenses, and Class
16 Contribution Awards.⁴

17 Dated: February 9, 2024

/s/ Michael McKay

Michael McKay (023354)

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EDELSON LECHTZIN, LLP

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27 ⁴ If helpful to the Court, Plaintiffs would be pleased to provide a Word version of the proposed Final Approval Order, filed as an exhibit to the Settlement Agreement.

Telephone: (215) 867-2399
Facsimile: (267) 685-0676
Email: medelson@edelson-law.com
Email: elechtzin@edelson-law.com

Class Counsel

CERTIFICATE OF SERVICE

I certify that on this 9th day of February, 2024, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all CM/ECF registered users.

/s/ Michael McKay

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17 *Attorneys for Samantha Gotta and*
18 *Michael De Sena*

19 **IN THE UNITED STATES DISTRICT COURT**
20 **FOR THE DISTRICT OF ARIZONA**

21 Samantha Gotta and Michael De Sena,
22 individually and on behalf of the Stantec
23 401(k) Plan,

24 Plaintiffs,

25 vs.

26 Stantec Consulting Services, Inc.; The
27 Board of Directors of Stantec Consulting
28 Services, Inc.; Stantec Consulting Services,
Inc. Fiduciary Investment Committee; and
John Does 1-30,

Defendants.

) Case No.: 2:20-cv-01865-GMS
)
) **DECLARATION OF MICHAEL**
) **MCKAY IN SUPPORT OF**
) **PLAINTIFF’S MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT AND AWARD OF**
) **ATTORNEYS’ FEES, EXPENSES,**
) **AND CLASS CONTRIBUTION**
) **AWARDS**

1 I, Michael McKay, declare:

2 1. I am an attorney duly licensed to practice in the State of Arizona and before
3 this Court. I am the founder of McKay Law, LLC. I am counsel for Plaintiffs Samantha
4 Gotta and Michael De Sena in this matter. I make this declaration in support of Plaintiffs'
5 Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fes,
6 Expenses, and Class Contribution Awards. I have personal knowledge of the matters stated
7 herein and if called as a witness, I could and would competently testify thereto.

8 2. The following paragraphs address the factors delineated in Rule 23(g) and
9 provide the Court with a foundation for finding that Class Counsel adequately represent
10 the interests of Class Members.

11 3. Based on my extensive experience in litigating class actions, including
12 ERISA cases, as set forth in detail below, it is my opinion that the Settlement is fair,
13 reasonable, and adequate, because it provides a substantial and immediate benefit to the
14 Class and a \$2 million cash payment. It is the product of more than three years of hard-
15 fought litigation, which included motion practice, the exchange and review of key
16 documents, depositions, expert witness reports and depositions, and arm's-length
17 negotiations between experienced counsel directed by a seasoned and respected mediator,
18 Judge Morton Denlow (Ret.) with JAMS spanning a period of more than a year.

19 4. With the assistance of expert witnesses, I estimated realistic and supportable
20 damages in this case at trial are roughly \$5.6 million or about 35% of the \$2 million cash
21 payout. The benefits conferred by the Settlement must be considered in the context of the
22 risk that trial and appeals might lead to no recovery, or to a smaller recovery for Plaintiffs
23 and Class Members. While I believe that the claims asserted against Defendants are
24 meritorious, I recognize that Plaintiffs' breach of fiduciary duty claims present a number
25 of substantial risks to establishing both liability and damages, and there was no certainty
26 that Plaintiffs would have prevailed at trial. In addition, I considered the verdict and
27 judgment entered in a similar retirement plan lawsuit in favor of defendant New York
28

1 University on all claims. *See Sacerdote v. New York Univ.*, 328 F. Supp. 3d 273 (S.D.N.Y.
2 2018). It is my opinion that the outcome in *Sacerdote* supports Plaintiffs' decision to
3 accept Defendants' offer of \$2 million, rather than risking a litigated result. Considering
4 such risks, I believe the Settlement represents a highly favorable outcome for Plaintiffs
5 and the Class, as it will not only avoid the risks and expenses of continued litigation but
6 also achieve immediate relief for Class members.

7 5. I founded McKay Law in 2018. Before founding McKay Law, I was a
8 partner in plaintiffs' class action law firm with offices in San Francisco, Los Angeles,
9 Scottsdale, Houston, Charlotte, and San Juan (Puerto Rico). At my former firm, I focused
10 my practice on representing individuals in class action lawsuits, often involving ERISA
11 breach of fiduciary claims. I have acted as class counsel in over fifty class action lawsuits.
12 I have represented plaintiffs in United States District Courts across the country. I have
13 helped to recover over \$1 billion in class actions for my clients over the past 20 years.

14 6. The following is a *sample* of ERISA class actions where I was class counsel:
15 *Bilewicz v. Fidelity Investments*, (ERISA breach of fiduciary duty claims, \$9 million class
16 settlement) (2015); *Kramer v. Aegon*, (ERISA breach of fiduciary duty claims, \$4 million
17 class settlement) (2016); *Whitley v. JP Morgan*, (ERISA breach of fiduciary duty claims,
18 \$75 million class settlement) (2017); *Daugherty v. University of Chicago*, (ERISA breach
19 of ERISA fiduciary duty claims, class settlement \$6.5 million—Eric Lechtzin served as
20 co-counsel) (2018); *Pease v. Jackson National*, (ERISA breach of fiduciary duty claims,
21 \$4.6 million class settlement) (2018); and *Short v. Brown University*, (ERISA breach of
22 duty claims, \$3.5 million class settlement—Eric Lechtzin served as co-counsel) (2019);
23 *Santiago v. University of Miami*, (ERISA breach of duty claims, \$1.8 million class
24 settlement) (2022). *Moon v. E.I. du Pont de Nemours and Company*, (ERISA breach of
25 fiduciary duty claims, \$7 million class settlement) (2023); *Angelo v. NCL Corporations*
26 *LTD*, (ERISA breach of fiduciary duty claims, \$615,000 class settlement). I am currently
27 co-counsel with Edelson Lechtzin LLP for a putative class in *Moler v. University of*
28

1 *Maryland Medical System*, No. 1:21-cv-01824-JRR, 2022 WL 2756290 (D. Md. July 13,
2 2022), which settled for \$3.25 million on a class wide basis, was preliminarily approved
3 and is pending final approval.

4 7. The following are representative consumer class action lawsuits in which I
5 was counsel of record: *In re Conseco Life Ins. Co. Cost of Ins. Litig.*, (cost of insurance
6 class action, \$400 million settlement) (2008); *In re: Ins. Brokerage Antitrust Litig.*, (cost
7 of insurance class action, \$121 million settlement) (2009); “Senior Annuity” cases, (class
8 actions against insurance companies for deceptive annuity sales practices, class settlements
9 in the aggregate value between \$552 million and \$1.2 billion) (2010); “Kitec” cases,
10 (consumer protection class actions against plumbing fitting manufacturer and home
11 builders, settlements in the aggregate valued between \$125 million and \$160 million)
12 (2012); *Theirot v. Celtic Ins.*, (cost of insurance class action, class settlement valued at \$1
13 million) (2013); “Automobile financing and repossession” cases, (consumer protection
14 class actions in Arizona, Idaho, and North Carolina against automobile finance companies
15 for over charging for credit insurance and unlawful repossession practices, settlements
16 valued in the aggregate at \$22 million) (2015); “Uber airport fees” cases, (consumer
17 protection class actions against Uber for charging riders airport fees for pick up or drop off
18 service at airports when no such fees were charged by airports, settlement valued at
19 approximately \$2 million) (2016).

20 8. Before the Complaint in this case was filed, I worked with my co-counsel
21 Edelson Lechtzin to investigate the claims and potential defenses in this case. We
22 interviewed prospective clients. We carefully scrutinized all of the available Plan
23 documents and information relating to the Plan’s investments, fees, and general
24 administration, including thousands of pages of documents. Even before filing the
25 Complaint, we retained and sought the assistance of industry experts to corroborate our
26 findings and to assist us craft the Complaint.

1 9. Defendants moved to dismiss the Complaint. I, along with co-counsel,
2 drafted the opposition to the motion to dismiss. The Court denied the motion to dismiss.
3 Thereafter, I, along with co-counsel, propounded written discovery, which resulted in
4 Defendants producing nearly 30,000 pages of documents. In addition, Plaintiffs obtained
5 more than 6,000 pages of documents pursuant to a subpoena served on the Plan’s
6 investment advisor, MJM 401k, LLC. These documents required extensive review. All the
7 documents produced by Defendants were uploaded onto a digital platform and cataloged
8 for use with Plaintiffs’ expert witnesses, depositions, briefing, and ultimately trial.

9 10. After the written materials were thoroughly analyzed and properly coded, the
10 parties proceeded to the deposition phase of discovery. Plaintiffs took the deposition of six
11 witnesses, including witnesses who testified pursuant to Fed. R. Civ. P. 30(b)(6). Each of
12 these depositions lasted several hours.

13 11. The parties each engaged expert witnesses (two for Plaintiffs and three for
14 Defendants), and extensive expert discovery was conducted, including the depositions of
15 all five expert witnesses.

16 12. On March 3, 2022, the parties participated in a private mediation with the
17 Judge Denlow presiding. In preparation for the mediation, I, and my co-counsel, and with
18 the help of Plaintiffs’ expert witnesses, prepared and submitted to Judge Denlow a
19 comprehensive Mediation Statement. The mediation resulted in an impasse. Judge
20 Denlow, however, continued to work with the parties on a potential settlement. In October
21 2023 – eighteen months after the initial all-day mediation – Judge Denlow made a
22 mediator’s proposal of \$2,000,000 for global settlement. The parties accepted his proposal.

23 13. I worked with the Settlement Administrator, American Legal Claim
24 Services, LLC (“American Legal”) to ensure that Class Members received the Court-
25 approved Notice of Settlement.) American Legal has provided periodic updates to Class
26 Counsel and Defense Counsel of expenditures made in connection with administration of
27 the Settlement, and it has provided any and all information that was requested by the
28

1 Parties or their counsel. I fielded telephone calls and emails from hundreds of Class
2 Members who received the Notice of Settlement and wanted to discuss the Settlement. All
3 of the Class Members I spoke to were pleased with the Settlement and provided positive
4 feedback. I am not aware of any Class Members who objected to the Settlement. I also
5 independently confirmed that as of the date of this declaration, American Legal has not
6 received any objections either.

7 14. I also worked with Defense Counsel to ensure all of the requirements of the
8 Court's Preliminary Approval Order were satisfied. The Preliminary Approval Order
9 requires Defendant to file with the Court proof of compliance with the Class Action
10 Fairness Act of 2005, as specified in 28 U.S.C. § 1715 and paragraph 2 of the Settlement
11 Agreement on or before ten (10) calendar days prior to the Fairness Hearing. I am
12 informed opposing counsel will file the proof of compliance as Ordered.

13 15. Class Counsel propose the following Plan of Allocation be utilized to
14 distribute the Net Settlement to Class Members. The Plan of Allocation that is proposed
15 here is common in ERISA breach of fiduciary duty cases like this one. The proposed Plan
16 of Allocation has been approved by federal courts across the country in similar cases. The
17 proposed Plan of Allocation was also included in the Court-Approved Class Notice that
18 was delivered to Class Members. Each Settlement Class Member's share of the Net
19 Settlement Fund will be calculated as follows:

- 20 A. The Settlement Administrator will calculate an average account
21 balance for each Settlement Class member based on his or her total
22 quarter-ending account balance invested in the Plan for the Class
23 Period ("Average Account Balance").
- 24 B. The Settlement Administrator will sum the Average Account
25 Balances for all Settlement Class members.
- 26 C. The Settlement Administrator will then determine the total settlement
27 payment available to each Settlement Class member by calculating
28

1 each such individual's pro-rata share of the Net Settlement Fund
2 based on his or her Average Account Balance compared to the sum of
3 the Average Account Balances for all Settlement Class members.

4 If the dollar amount of the settlement payment to a Settlement Class member is
5 calculated by the Settlement Administrator to be less than \$10.00, then that Settlement
6 Class member's payment or *pro rata* share shall be zero for all purposes. Funds that would
7 otherwise have been paid to Settlement Class members whose payment is calculated to be
8 less than \$10.00 shall be part of the Net Settlement Fund and distributed on a *pro rata*
9 basis to Settlement Class members who are eligible for Settlement payments. The
10 Settlement Administrator will perform all calculations and determine each Class Members
11 *pro rata* amount. The Settlement Administrator will have access to all available records, so
12 Class Members do not need to be concerned if they no longer have account statements.
13 Capitalized terms in the Plan of Allocation have the same meaning as defined in the
14 Settlement Agreement, which is fully incorporated into the Plan of Allocation. A separate
15 document memorializing the Plan of Allocation is attached hereto as Exhibit 1, and will be
16 posted on the settlement website, [www.Stantec ERISASettlement.com](http://www.StantecERISASettlement.com) within two (2)
17 business days of the filing of this declaration.

18 16. I have had communications with Independent Fiduciaries, Inc., who is
19 serving as the Independent Fiduciary to review and approve the Settlement consistent with
20 Department of Labor regulations pertaining to the release of claims by a qualified
21 retirement plan. I will continue to cooperate with the Independent Fiduciary, and I am
22 informed and believe that the Independent Fiduciary will provide an opinion and report
23 that will be delivered to all counsel in this case and filed with the Court prior to the Final
24 Fairness Hearing, as required by the Preliminary Approval Order.

25 17. Below is a summary of time spent by my firm on this case through February
26 8, 2024. The lodestar calculation is based on my firm's actual billing rates. The time
27 reflected below was time actually spent in the prosecution of this case by me and my staff.

28

1 My firm and other Class Counsel were careful not to expend unnecessary hours and not to
 2 duplicate work done by others. The time submitted herein reflects only work done on
 3 behalf of the Class.

Timekeeper	Professional Status	Hours	Rate	Total Lodestar
McKay, Michael	Partner	634.2	\$625	\$396,375.00
Venieris, George	Paralegal	148.5	\$125	\$18,562.50
Moysh, Kelly	Paralegal	97.1	\$125	\$12,137.50
Grand Total				\$427,075.00

11 18. My firm advanced substantial costs to prosecute this case on behalf of the
 12 Class. If there had been no recovery, my firm would not have recovered any of the
 13 advanced costs of the case. The expenses incurred pertaining to this case are reflected in
 14 the books and records of my firm. All of the expenses incurred were reasonable and
 15 necessary to the prosecution of this case. I am seeking reimbursement of the following
 16 expenses.

Expense Category	Amount Incurred
Filing Fees	\$400.00
Process Server Fees	\$225.00
Electronic Research	\$812.00
Expert & Consultant Fees	\$21,412.63
Mediation (JAMS)	\$4,500.00
Transcripts / Court Reporters	\$5,913.55
Grand Total	\$33,263.18

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I declare under penalty of perjury under the laws of the State of Arizona and the United States of America that the foregoing is true and correct.

Executed this 9th of February 2024.

MCKAY LAW, LLC

/s/ Michael C. McKay _____

Michael C. McKay

Exhibit 1

1 Michael C. McKay (023354)
2 McKay Law, LLC
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4 Scottsdale, Arizona 85250
5 Telephone: (480) 681-7000
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9 Eric Lechtzin (*pro hac vice*)
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15 Email: medelson@edelson-law.com
16 Email: elechtzin@edelson-law.com

17 *Attorneys for Samantha Gotta and*
18 *Michael De Sena*

19 **IN THE UNITED STATES DISTRICT COURT**
20 **FOR THE DISTRICT OF ARIZONA**

21 Samantha Gotta and Michael De Sena,) Case No.: 2:20-cv-01865-GMS
22 individually and on behalf of the Stantec)
23 401(k) Plan,) **PLAN OF ALLOCATION**

24 Plaintiffs,)

25 vs.)

26 Stantec Consulting Services, Inc.; The)
27 Board of Directors of Stantec Consulting)
28 Services, Inc.; Stantec Consulting Services,)
Inc. Fiduciary Investment Committee; and)
John Does 1-30,)

Defendants.)

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PLAN OF ALLOCATION

Class Counsel propose the following Plan of Allocation be utilized to distribute the Net Settlement to Class Members. Each Settlement Class Member’s share of the Net Settlement Fund will be calculated and allocated as follows:

- A. The Settlement Administrator will calculate an average account balance for each Settlement Class member based on his or her total quarter-ending account balance invested in the Plan for the Class Period (“Average Account Balance”).
- B. The Settlement Administrator will sum the Average Account Balances for all Settlement Class members.
- C. The Settlement Administrator will then determine the total settlement payment available to each Settlement Class member by calculating each such individual’s *pro rata* share of the Net Settlement Fund based on his or her Average Account Balance compared to the sum of the Average Account Balances for all Settlement Class members.

If the dollar amount of the settlement payment to a Settlement Class member is calculated by the Settlement Administrator to be less than \$10.00, then that Settlement Class member’s payment or *pro rata* share shall be zero for all purposes. Funds that would otherwise have been paid to Settlement Class members whose payment is calculated to be less than \$10.00 shall be part of the Net Settlement Fund and distributed on a *pro rata* basis to Settlement Class members who are eligible for Settlement payments. The Settlement Administrator will perform all calculations and determine each Class Members *pro rata* amount. The Settlement Administrator will have access to all available records, so Class Members do not need to be concerned if they no longer have account statements. Capitalized terms in the Plan of Allocation have the same meaning as defined in the Settlement Agreement, which is fully incorporated into the Plan of Allocation.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Samantha Gotta and Michael De
Sena, individually and on behalf of the
Stantec 401(k) Plan,

Plaintiffs,

vs.

Stantec Consulting Services, Inc.; The
Board of Directors of Stantec
Consulting Services, Inc.; Stantec
Consulting Services, Inc. Fiduciary
Investment Committee; and John
Does 1-30,

Defendants.

Case No. 2:20-cv-01865-GMS

**DECLARATION OF ERIC LECHTZIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR AWARDS OF ATTORNEYS' FEES,
EXPENSES AND CLASS CONTRIBUTION AWARDS**

I, Eric Lechtzin, declare under penalty of perjury of the laws of the
United States as follows:

1. I submit this declaration in support of Plaintiffs' Motion for
Awards of Attorneys' Fees, Expenses, and Class Contribution Awards in the
above-captioned action. I am a Managing Partner at the Law Firm of Edelson
Lechtzin LLP. I am a member in good standing of the Bars of the State of
California, the State of New Jersey, and the Commonwealth of Pennsylvania.

2. Prior to forming Edelson Lechtzin LLP in May 2020, I was a Shareholder at Berger Montague PC, in Philadelphia, Pennsylvania. I have served as the Pennsylvania State Chair for the National Association of Consumer Advocates since 2017. I have been named a “Super Lawyer” in Pennsylvania for Class and Mass Tort Litigation every year since 2017 and I am rated “AV Preeminent” by Martindale-Hubbell.

3. I lead Edelson Lechtzin LLP’s ERISA class action practice. The firm’s successes in ERISA litigation include: *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) (\$5 million settlement – final approval pending); *Moler v. Univ. of Maryland Med. Sys.*, No. 1:21-CV-01824-(D. Md.) (\$3.25 million settlement – final approval pending); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) (\$2.95 million settlement – final approval pending); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. Nov. 5, 2020) (\$1.8 million settlement); *Davis v. Washington Univ. in St. Louis*, No. 4:17-cv-01641-RLW (E.D. Mo. Aug. 31, 2022 (\$7.5 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y.) (\$975,000 settlement – final approval pending); and *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich.) (\$990,000 settlement).

4. With respect to the instant litigation, I am the partner in charge of overseeing this case at Edelson Lechtzin LLP. In this role, I investigated the

publicly available information concerning the Plan and investigated the facts underlying the claims in this action. This investigation included reviewing the Plan's annual reports on Form 5500 and auditor's reports, as well as reviewing participants' account statements, participant fee disclosures, fund prospectuses, and interviewing Plan participants. In addition, I reviewed extensive Plan documents produced by the Plan Administrator pursuant to ERISA Section 104.

5. With respect to discovery, attorneys from my firm and myself reviewed documents produced Defendants concerning the Plan, including meeting agendas, meeting minutes, fiduciary reviews, fund analyses, participant fee disclosures, and § 408(b)(2) disclosures. Additionally, I attended and conducted numerous lay and expert depositions, worked with co-counsel and experts with experience evaluating damages and fiduciary duties involving defined contribution retirement plans to assess the potential value of the claims.

6. Over the course of several months, I attended and participated in mediation sessions with co-counsel and a privately retained mediator. In this regard, I regularly communicated with my clients, Samantha Gotta and Michael De Sena, to assure that they would be able to provide authorization and approval of the Settlement on a fully informed basis.

7. The hourly fees Edelson Lechtzin LLP typically charges for its attorneys range from \$800.00 to \$1,100.00 per hour, which are the same rates that we would charge hourly fee-paying clients.

8. In this case, however, we have adjusted our hourly rates to conform with the prevailing rates within the District of Arizona, as set forth in detail in the table below:

Reported Hours and Lodestar
Inception through February 8, 2024

Timekeeper	Professional Status	Hours	Rate	Total Lodestar
Edelson, Marc H.	Partner	52.5	\$675	\$35,437.50
Lechtzin, Eric	Partner	552.9	\$650	\$359,385.00
Verderame, Liberato	Sr. Counsel	48.5	\$600	\$29,100.00
Savett, Shoshana	Sr. Counsel	21.5	\$600	\$12,900.00
Swerdloff, Julie	Staff Attorney	81.1	\$350	\$28,385.00
Grand Total		756.5		\$465,207.50

9. Edelson Lechtzin LLP has also expended **\$84,095.82** in necessary expenses in the litigation of this matter as set forth in detail in the table below:

Expenses Incurred
Inception through February 8, 2024

Expense Category	Amount Incurred
Court Fees	\$505.00
DocuSign	\$47.70
eDiscovery (Nimble Systems)	\$7,556.50
Electronic Research (Westlaw)	\$5,122.80
Express Delivery/Messengers	\$31.00
Expert & Consultant Fees	\$55,392.68
Mediation (JAMS)	\$12,659.65
Transcripts / Court Reporters	\$3,003.49
Travel	\$38.00
TOTAL EXPENSES	\$84,356.82

10. The fees and expenses that we seek to recover in class action cases are the same types of expenses that we charge hourly fee-paying clients. The fees and expenses were necessary to prosecute this action. Class Counsel expects to incur certain additional expenses in this case until the settlement proceeds are fully distributed to Class Members, but are not seeking recovery of future expenses.

11. With respect to Plaintiffs Samantha Gotta and Michael De Sena, they have been actively engaged in the litigation of this case and devoted a significant amount of time to prosecuting this case. Among other things, Plaintiffs assisted our firm in gathering Plan documents, account statements, and other facts and materials to assist us in prosecuting this case. They have

also reviewed numerous court documents and authorized their filings, regularly requested and received status updates concerning the litigation and settlement negotiations; and they considered various proposed terms of the Settlement and ultimately authorized Class Counsel to accept Defendants' offer of settlement.

The foregoing is true and correct to the best of my knowledge and belief.

Executed this 9th day of February 2024, in Newtown, Pennsylvania.

/s/ Eric Lechtzin
ERIC LECHTZIN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Samantha Gotta, et al,

Plaintiffs,

v.

Stantec Consulting Services Incorporated, et al.,

Defendants.

Case No. CV-20-01865-PHX-GMS

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”).
3. **Class List Receipt and Processing:** On or about November 29, 2023, ALCS processed the mailing list (“Class List”) containing 24,402 rows. ALCS reviewed and processed the data. After analysis, the final noticing list contained 24,381 class members after 21 duplicates were merged. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.
4. **Initial Class Notice:** On January 8, 2024, ALCS caused the Notice of Class Action (“Notice”) to be mailed, substantially in the form approved by the Court (attached hereto as Exhibit A), to 24,381 class members. On January 3, 2024, ALCS commenced the process of emailing the Notice, substantially in the form approved by the Court (attached hereto as Exhibit B), to class members with valid email addresses. The emailing process was completed on or about January 8, 2024. 11,437 class members received the email at least once in addition to their mailed notice.
5. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the return mail included an updated address provided by USPS. For these, the class member addresses were updated, and the Notice was re-mailed to the updated address provided. The remainder of the mail returned by USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 24,381 Initial Notices mailed, 885 were returned by USPS as of the date of this declaration. Of those 885 returned, 653 were remailed to updated addresses. 2 of those remails were returned by USPS. 180 Notices were deemed undeliverable.
6. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:

- Total Class Members: 24,381
- Initial Notices mailed via USPS: 24,381
- Notices returned by USPS: 885
- Notices remailed via USPS: 653
- Remailed Notices returned by USPS: 2
- Notices deemed undeliverable: 180
- Notices mailed via USPS that are deemed successful (not returned): 24,147
- Percentage of Notices deemed delivered: **99.04%**

7. **Objections:** The Notice instructed those who wish to object to the proposed settlement to file a written objection with the Court no later than 4:00 p.m. on February 23, 2024 and to send copies to Plaintiffs' Counsel and to Defendants' Counsel postmarked by February 23, 2024. As of the date of this declaration, ALCS is not aware of any objections to the proposed settlement.
8. **Website:** ALCS created a case website www.StantecERISASettlement.com that provided further information as stated in the Notice. The website contained sections for important Court documents, key dates, and answers to frequently asked questions. Class members also had an opportunity to update their address.
9. **Toll-Free Telephone:** ALCS established a toll-free telephone line (800-564-4860) for Class members to contact for additional information about the settlement.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on February 8, 2024, in Jacksonville, Florida.

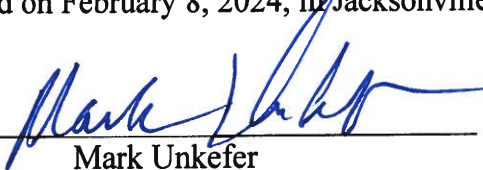

Mark Unkefer

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

<p>Samantha Gotta and Michael De Sena, individually and on behalf of the Stantec 401(k) Plan,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>Stantec Consulting Services, Inc.; The Board of Directors of Stantec Consulting Services, Inc.; Stantec Consulting Services, Inc. Fiduciary Investment Committee; and John Does 1-30,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">Case No. 2:20-cv-01865-GMS</p> <p style="text-align: center;">NOTICE OF CLASS ACTION SETTLEMENT</p>
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**NOTICE OF CLASS ACTION SETTLEMENT, SETTLEMENT FAIRNESS HEARING, AND
MOTION FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF ATTORNEY EXPENSES**

This notice advises you of the Settlement of *Gotta v. Stantec Consulting Services, Inc., et al.*, Case No. 2:20-cv-01865 (D. Ariz.) (the “Action”), a class action lawsuit brought by Samantha Gotta and Michael De Sena (“Plaintiffs”) on behalf of themselves, the Stantec Consulting Services, Inc. 401(k) Plan (the “Plan”), and the Members of the Settlement Class described below, against Defendants Stantec Consulting Services, Inc.; the Board of Directors of Stantec Consulting Services, Inc.; and the Stantec Consulting Services, Inc. Fiduciary Investment Committee (“Defendants” or “Stantec”) (collectively with Plaintiffs, the “Parties”). The Action was brought under the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”). The Settlement would release Defendants and related parties from any claims filed against them in the Action. The terms and conditions of the Settlement are set forth in a Stipulation of Settlement (the “Stipulation”). Capitalized terms used in this notice but not defined in this notice have the meanings assigned to them in the Stipulation. The Stipulation and additional information with respect to the Action and the Settlement are available at www.StantecERISASettlement.com or by contacting Class Counsel described below.

The Parties have agreed to settle this case for \$2,000,000 (the “Settlement Amount”). The Court has preliminarily approved the Settlement, which provides for allocation of Settlement funds to Members of the Settlement Class.

The Court has scheduled a hearing concerning Final Approval of the Settlement and Class Counsel’s motion for attorney’s fees and expenses and for incentive awards to the Plaintiffs. That hearing, before the Honorable G. Murray Snow, is scheduled on March 8th, 2024, at 10:00 a.m. in Courtroom 602 at the U.S. District Court, Sandra Day O’Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003. If Final Approval is granted, the Settlement will bind you as a Member of the Settlement Class. You may appear at this hearing and/or object to the Settlement. Any objections to the Settlement, the motion for attorney’s fees and expenses, and/or the request for Plaintiff incentive awards must be served in writing on the Court and the Parties’ counsel. More information about the hearing and how to object is explained below.

YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU TAKE ANY ACTION.

READ THIS NOTICE CAREFULLY. PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You can do nothing. (No action is necessary to receive an allocated payment.)	If the Settlement is approved by the Court and you are a Member of the Settlement Class entitled to a payment under the Plan of Allocation, you do not need to do anything to receive a payment.
You can submit an objection. (It must be postmarked by February 23, 2024.)	If you wish to object to any part of the Settlement, you may write to the Court and Counsel and explain why. For more information and where to send your objection, see Question 13, below.
You can appear at the Fairness Hearing on March 8, 2024.	If you submit a written objection to the Settlement before the Court-Approved Deadline, you may (but do not have to) speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Information concerning your individual share of the Net Settlement Fund, if any, will not be available for a number of months after the Court grants Final Approval of the Settlement and any appeals are resolved. Thank you for your patience.

SUMMARY OF CASE

As described in more detail below and in Plaintiffs' Complaint, this Action alleges that Defendants breached fiduciary duties owed to participants in and beneficiaries of the Plan during the Class Period. Defendants vigorously deny the allegations. Copies of the Stipulation related to the Settlement are available at www.StantecERISASettlement.com.

SUMMARY OF SETTLEMENT

The Stipulation provides that Defendants will pay or cause its fiduciary insurance carrier to pay \$2,000,000 in cash, which will be deposited into an account called the Settlement Fund. After payment of attorneys' fees and expenses, costs of notice, and any expenses and excess fees related to administration of the Settlement, the amount remaining in the account shall constitute the Net Settlement Fund and be allocated among Members of the Settlement Class according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Class Counsel believe that the claims against Defendants are well-grounded in law and fact and that breaches of fiduciary duty under ERISA occurred in this case. However, as with any litigated case, Members of the Settlement Class would face an uncertain outcome if the Action were to continue against Defendant. Continued litigation of the Action could result in a range of possible recoveries, including a judgment or verdict greater or less than the recovery under the Stipulation, or no recovery at all. Class Counsel also has taken into account the availability of insurance.

Class Counsel believe that this Settlement reflects a reasonable compromise in light of the range of possible outcomes. Class Counsel believe that the Settlement is preferable to continued litigation and is in the

best interest of the Members of the Settlement Class, because the Settlement provides certainty with respect to the amount of recovery and results in a prompt recovery.

Throughout this litigation, Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs. Nevertheless, Defendants have concluded that it is desirable for the Action to be fully and finally settled as to them and the other Releasees on the terms and conditions set forth in the Stipulation.

The Court has not ruled in favor of either side. Both sides agreed to the Settlement to ensure a resolution and avoid the cost and risk of further litigation.

STATEMENT OF FEES AND EXPENSES INCURRED BY THE INDEPENDENT FIDUCIARY AND THE SETTLEMENT ADMINISTRATOR

An Independent Fiduciary is evaluating the Settlement and will be asked to authorize the Settlement on behalf of the Plan. Defendants have paid or will pay the fees and expenses incurred by the Independent Fiduciary (including fees and expenses incurred by consultants, attorneys, and other professionals retained or employed by the Independent Fiduciary) in the course of evaluating and authorizing the Settlement on behalf of the Plan, up to \$30,000, and this expense will not be deducted from the Settlement Fund. However, any costs of the Independent Fiduciary in excess of the initial \$30,000 paid by Defendants will be borne by and paid from the Settlement Fund.

A Settlement Administrator has been engaged to mail the notice to the Members of the Settlement Class, administer the Settlement and allocate the Net Settlement Fund among Members of the Settlement Class. The fees and expenses for the Settlement Administrator will be paid from the Settlement Fund.

STATEMENT OF ATTORNEY'S FEES AND EXPENSES AND PLAINTIFF INCENTIVE AWARDS SOUGHT IN THE ACTION

Class Counsel will submit a fee petition to the Court in which they will ask the Court to award them attorneys' fees in an amount not to exceed 1/3 of the Settlement Fund, plus reimbursement of costs and expenses. In addition, Class Counsel will request that the Court make a case contribution award to each of the two Plaintiffs in the amount of \$10,000.

QUESTIONS AND ANSWERS

1. Why did I receive a notice in the mail?

You received a notice because you or someone in your family is or may have been a participant in or a beneficiary of the Plan at some time between September 24, 2014 and November 3, 2023.

The Court ordered this notice to be sent to you because you have a right to know about the Settlement and all of the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Fund will be allocated among Members of the Settlement Class according to a Court-approved Plan of Allocation.

The Court in charge of this case is the United States District Court for the District of Arizona. The individuals who sued are called "Plaintiffs," and the parties they sued are called the "Defendants." The legal action that is the subject of this notice and the Settlement is titled *Gotta v. Stantec Consulting Services, Inc.*, Case No. 2:20-cv-01865 (D. Ariz.).

2. What is the Action about?

The Action claims that the Defendants were fiduciaries to the Plan and violated fiduciary duties under ERISA that they owed to the Plan's participants and beneficiaries. Plaintiffs allege Defendants breached certain fiduciary duties by causing the Plan to incur higher administrative fees and expenses than reasonable and necessary. Plaintiffs also allege Defendants breached certain fiduciary duties by selecting and continuing to offer certain allegedly imprudent investment options to Plan participants under the Plan's investment lineup. In the Complaint, Plaintiffs have asserted causes of action for losses they contend were suffered by the Plan as the result of these alleged breaches of fiduciary duty by the Defendants.

Defendants vigorously deny each and every allegation of wrongdoing made in the Complaint and contend that they have no liability in the Action. Defendants specifically deny the allegations that they breached any fiduciary duty or any other provisions of ERISA in connection with the administrative fees or expenses incurred by the Plan, or the investments in the Plan, and further deny that they in any way failed to act prudently or loyally to the Plan's participants and beneficiaries.

3. Why is this case a class action?

In a class action, one or more plaintiffs called "Class Representatives" sue on behalf of a large number of people who have similar claims. All of the individuals on whose behalf the Class Representatives are suing are "Class Members." One court resolves the issues for all Class Members. In its order setting the Fairness Hearing, the Court preliminarily certified the Settlement Class in the Action. The Class Representatives in this Action, Samantha Gotta and Michael De Sena, were participants in the Plan during the Class Period and are referred to as the "Plaintiffs."

4. Why is there a settlement?

The Court has not reached any final decision in connection with Plaintiffs' claims against the Defendant. Instead, Plaintiffs and Defendants have agreed to a Settlement. In reaching the Settlement, they have avoided the cost, risks, time, and disruption of prolonged litigation and trial.

Class Counsel believe that the Settlement is the best option for the Settlement Class Members, as described above in the section entitled "Statement of Potential Outcome of the Action."

5. How do I know whether I am part of the Settlement?

The Court has conditionally certified that this Settlement shall proceed on behalf of everyone who fits the following description:

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan at any time during the Class Period.

The "Class Period" is defined as September 24, 2014 through November 3, 2023. A person was a participant in or beneficiary of the Plan during the Class Period if they had an account balance in the Plan during such period.

THE SETTLEMENT BENEFITS**6. What does the Settlement provide?**

The Settlement provides that Defendants will pay or cause their fiduciary insurance carrier to pay \$2,000,000 (the "Settlement Amount") into an account at a financial institution identified by Class Counsel, which shall constitute the Settlement Fund. The net amount of the Settlement Fund, after payment of Court-approved attorneys' fees and expenses, awards to the Plaintiffs, excess fees and expenses incurred by the Independent Fiduciary, and any fees and expenses incurred by the Settlement Administrator, will be allocated to the Members of the Settlement Class according to a Plan of Allocation to be approved by the Court if and when the Court enters an order finally approving the Settlement.

7. How much will my payment be?

If you qualify, you will receive a *pro rata* share of the Net Settlement Fund. The Settlement payment is a compromise. It does not compensate participants for 100% of their claimed losses.

Class Counsel will file a detailed Plan of Allocation in advance of the Fairness Hearing. The Plan of Allocation will describe the manner in which the Net Settlement Fund will be distributed to Members of the Settlement Class. In general terms, the Plan of Allocation will provide that each Settlement Class Member's share of the Net Settlement Fund will be calculated as follows:

The Settlement Administrator will calculate an average account balance for each Settlement Class member based on his or her total quarter-ending account balance invested in the Plan for the Class Period ("Average Account Balance").

The Settlement Administrator will sum the Average Account Balances for all Settlement Class members.

The Settlement Administrator will then determine the total settlement payment available to each Settlement Class member by calculating each such individual's pro-rata share of the Net Settlement Fund based on his or her Average Account Balance compared to the sum of the Average Account Balances for all Settlement Class members.

If the dollar amount of the settlement payment to a Settlement Class member is calculated by the Settlement Administrator to be less than \$10.00, then that Settlement Class member's payment or pro rata share shall be zero for all purposes.

The Settlement Administrator will perform all calculations and determine your pro rata amount. The Settlement Administrator will have access to all available records, so you do not need to be concerned if you no longer have your account statements. The Court will be asked to approve the Plan of Allocation, a copy of which will be available along with other settlement documents on the settlement website, www.StantecERISASettlement.com after it has been filed.

8. How can I get a payment?

If the Settlement is given final approval, you will **not** have to do anything to get a payment from the Settlement if you are entitled to one under the Plan of Allocation.

9. When will I get my payment?

The balance of the Net Settlement Fund will be allocated to Members of the Settlement Class pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement, including any appeals. Any appeal of the final approval may take a year or more. Please be patient.

There will be no payments if the Settlement is terminated.

The Stipulation may be terminated on several grounds, which are described in the Stipulation. In the event any of these conditions occur, there will be no settlement payment made, and the litigation will resume.

10. Can I opt out of the Settlement?

No. In some class actions, class members have the opportunity to exclude themselves from the Settlement. This is sometimes referred to as "opting out" of the Settlement. Because of the legal issues involved in the Action, however, the class of participants affected by this Settlement has been preliminarily certified as a mandatory class. This means you cannot opt out of the benefits of the Settlement in order to pursue your own claims or for any other reason. **Therefore, you will be bound by any judgments or orders that are entered in this Action, and if the Settlement is approved, you will be deemed to have released Defendants from any and all claims that were or could have been asserted in this case on your behalf or on behalf of the Plan or that are otherwise included in the release in the Settlement, other than your right to obtain the relief provided to you, if any, by the Settlement.**

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to

approve the Settlement, as described below.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the Action?

The Court has preliminarily designated McKay Law, LLC and Edelson Lechtzin, LLP as Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will file a petition for the award of attorneys' fees and expenses by February 9, 2024, after which a copy will be posted on the settlement website www.StantecERISASettlement.com. This petition will be considered at the Fairness Hearing. Defendants have agreed not to oppose the amount of attorneys' fees, costs, or expenses or any award to the Plaintiffs to the extent such fees, costs, expenses, and awards are consistent with the terms of the Stipulation. Class Counsel have agreed to limit their application for an award of attorneys' fees to not more than 1/3 of the Settlement Amount, plus out-of-pocket costs.

Plaintiffs will also request a case contribution award from the Settlement Fund to compensate them for the time and effort they spent assisting with the investigation and prosecution of the case. Class Counsel will request that the Court approve case contribution awards of \$10,000 for each of the two Plaintiffs.

You have the right to object to this aspect of the Settlement even if you approve of the other aspects of the Settlement.

OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS' FEES

You can tell the Court that you do not agree with the Settlement or some part of it.

13. How do I tell the Court that I object to the Settlement?

If you are a Member of the Settlement Class, you can object to the Settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must file with the Court, and send copies of what you file to Plaintiff's Counsel and to Defendants' Counsel, a letter or other written document saying that you object to the Settlement. Be sure to include the following case caption and notation: "*Gotta v. Stantec Consulting Services, Inc., Case No. 2:20-cv-01865 (D. Ariz.)*." In addition, your objection must also include your name, address, telephone number, and signature and the reasons why you object to the Settlement. Any objection must be signed by the Settlement Class member even if an attorney is retained by the Settlement Class member. **Your objection must be filed with the Court at the address below no later than 4:00 p.m. on February 23, 2024, and copies must be mailed to Plaintiffs' Counsel and to Defendants' Counsel at the addresses listed below, postmarked no later than February 23, 2024. You must file and mail your objection by this time and date. If you fail to do so, the Court will not consider your objections.** If you plan to speak at the Fairness Hearing, you must send a Notice of Intention to Appear along with your objection, as described below:

COURT CLERK	PLAINTIFFS' COUNSEL	DEFENDANTS' COUNSEL
Clerk, U.S. District Court Sandra Day O'Connor U.S. Courthouse 401 W. Washington St. Phoenix, AZ 85003	Michael C. McKay McKay Law, LLC 5635 N. Scottsdale Rd., Suite 170 Scottsdale, AZ 85250	Charles Dyke Nixon Peabody LLP One Embarcadero Ctr., FL 32 San Francisco, CA 94111

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but it is not necessary.

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. The Court will hold the Fairness Hearing on March 8, 2024 at 10:00 a.m. at the Sandra Day O'Connor U.S. Courthouse, Courtroom 602, 401 West Washington Street, Phoenix, AZ 85003. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorney's fees and expenses and the request for Plaintiff incentive awards.

15. Do I have to come to the hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to attend the Fairness Hearing and also voice your objection in person. As long as you mail your written objection on time, the Court will consider it when determining whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

16. May I speak at the hearing?

Only if you have previously filed an objection to the Settlement may you ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Gotta v. Stantec Consulting Services, Inc., Case No. 2:20-cv-01865 (D. Ariz.)*." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than February 23, 2024 and be sent to the Clerk of the Court, Class Counsel, and Defendant's counsel at the addresses listed above.

IF YOU DO NOTHING**17. What happens if I do nothing at all?**

If you do nothing and you are a Member of the Settlement Class and the Settlement is approved, you will participate in the Settlement of the Action as described in this notice.

GETTING MORE INFORMATION**18. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. The complete Settlement is set forth in the Stipulation of Settlement. You may obtain a copy of the Stipulation of Settlement on the settlement website, www.StantecERISASettlement.com, or you may request one be sent to you by contacting the Settlement Administrator by email at: info@StantecERISASettlement.com.

19. How do I get more information?

Class Counsel may be reached at:

Michael C. McKay MCKAY LAW, LLC 5635 N. Scottsdale Road, Suite 170 Scottsdale, Arizona 85250 Telephone: (480) 681-7000 Facsimile: (480) 348-3999 Email: mmckay@mckaylaw.us	Eric Lechtzin EDELSON LECHTZIN LLP 411 S. State Street, Suite N-300 Newtown, Pennsylvania 18940 Telephone: (215) 867-2399 Facsimile: (267) 685-0676 Email: elechtzin@edelson-law.com
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You may also contact the Settlement Administrator by email at: info@StantecERISASettlement.com or at 800-564-4860.

Documents are also available at the office of the Clerk located at the Sandra Day O'Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003.

Exhibit B

Mark Unkefer

From: Notice Administrator <info@stantecerisasettlement.com>
Sent: Wednesday, January 3, 2024 6:00 PM
To: Noah Fiori; Mark Unkefer
Subject: EXTERNAL EMAIL: [TEST] Notice of Class Action

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from info@stantecerisasettlement.com. [Learn why this is important](#)

[View online version](#)

Name:
Mark Unkefer
Email:
mark.unkefer@americanlegal.com
Address:
8011 PHILIPS HWY STE 5
JACKSONVILLE FL 32256

Your Notice ID: 999999913
Your PIN: 111 222 333

**IN THE UNITED STATES DISTRICT COURT#
FOR THE DISTRICT OF ARIZONA#**

Samantha Gotta and Michael De Sena,# individually and on behalf of the Stantec# 401(k) Plan,# Plaintiffs,# vs.# Stantec Consulting Services, Inc.; The Board of# Directors of Stantec Consulting Services, Inc.;# Stantec Consulting Services, Inc. Fiduciary# Investment Committee; and John Does 1-30,# Defendants.#	# # # # # # Case No. 2:20-cv-01865-GMS# # # # NOTICE OF CLASS ACTION SETTLEMENT# # # # # # # #
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**NOTICE OF CLASS ACTION SETTLEMENT, SETTLEMENT FAIRNESS HEARING,
AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF ATTORNEY
EXPENSES#**

This notice advises you of the Settlement of *Gotta v. Stantec Consulting Services, Inc., et al.*, Case No. 2:20-cv-01865 (D. Ariz.) (the “Action”), a class action lawsuit brought by Samantha Gotta and Michael De Sena (“Plaintiffs”) on behalf of themselves, the Stantec Consulting Services, Inc. 401(k) Plan (the “Plan”), and the Members of the Settlement Class described below, against Defendants Stantec Consulting Services, Inc.; the Board of Directors of Stantec Consulting Services, Inc.; and the Stantec Consulting Services, Inc. Fiduciary Investment Committee (“Defendants” or “Stantec”) (collectively with Plaintiffs, the “Parties”). The Action was brought under the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”). The Settlement would release Defendants and related parties from any claims filed against them in the Action. The terms and conditions of the Settlement are set forth in a Stipulation of Settlement (the “Stipulation”). Capitalized terms used in this notice but not defined in this notice have the meanings assigned to them in the Stipulation. The Stipulation and additional information with respect to the Action and the Settlement are available at www.StantecERISASettlement.com or by contacting Class Counsel described below.#

The Parties have agreed to settle this case for \$2,000,000 (the “Settlement Amount”). The Court has preliminarily approved the Settlement, which provides for allocation of Settlement funds to Members of the Settlement Class.#

The Court has scheduled a hearing concerning Final Approval of the Settlement and Class Counsel’s motion for attorney’s fees and expenses and for incentive awards to the Plaintiffs. That hearing, before the Honorable G. Murray Snow, is scheduled on March 8th, 2024, at 10:00 a.m. in Courtroom 602 at the U.S. District Court, Sandra Day O’Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003. If Final Approval is granted, the Settlement will bind you as a Member of the Settlement Class. You may appear at this hearing and/or object to the Settlement. Any objections to the Settlement, the motion for attorney’s fees and expenses, and/or the request for Plaintiff incentive awards must be served in writing on the Court and the Parties’ counsel. More information about the hearing and how to object is explained below.#

YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU TAKE ANY ACTION. READ THIS NOTICE CAREFULLY. PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.#

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT#	
You can do nothing. (No action is necessary to receive an allocated payment.)#	If the Settlement is approved by the Court and you are a Member of the Settlement Class entitled to a payment under the Plan of Allocation, you do not need to do anything to receive a payment.#
You can submit an objection. (It# must be postmarked by February 23, 2024.)#	If you choose to do nothing (including deciding to not file a claim), you will not receive a check. However, you will still release Defendant and the Released Parties from any potential liability regarding the COBRA Notice, including but not limited to the issues raised in this lawsuit.#
You can appear at the Fairness# Hearing on March 8, 2024.#	If you do not want to be included in the case and the Settlement, you must take action to exclude yourself. This is called “opting out.” To opt out, you must send a written opt-out request to the Settlement Administrator postmarked by March 3, 2024, either via U.S. Mail to Blessinger v Wells Fargo, c/o Settlement Administrator, P.O.

Box 23489, Jacksonville, FL 32241 or via email to info@blessingersettlement.com. Your written opt-out request must (i) state the case name and number (Blessinger, et al. v. Wells Fargo & Company, 8:22-cv-01029-TPB-SPF); (ii) state your name, address, telephone number, and email address; and (iii) include your personal signature. If you elect to opt out, you may pursue your own individual action against Defendant for the claims raised in this case if you choose to do so.#

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.#
- Information concerning your individual share of the Net Settlement Fund, if any, will not be available for a number of months after the Court grants Final Approval of the Settlement and any appeals are resolved. Thank you for your patience.#

SUMMARY OF CASE#

As described in more detail below and in Plaintiffs' Complaint, this Action alleges that Defendants breached fiduciary duties owed to participants in and beneficiaries of the Plan during the Class Period. Defendants vigorously deny the allegations. Copies of the Stipulation related to the Settlement are available at www.StantecERISASettlement.com.#

SUMMARY OF SETTLEMENT#

The Stipulation provides that Defendants will pay or cause its fiduciary insurance carrier to pay \$2,000,000 in cash, which will be deposited into an account called the Settlement Fund. After payment of attorneys' fees and expenses, costs of notice, and any expenses and excess fees related to administration of the Settlement, the amount remaining in the account shall constitute the Net Settlement Fund and be allocated among Members of the Settlement Class according to a Plan of Allocation to be approved by the Court.#

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION#

Class Counsel believe that the claims against Defendants are well-grounded in law and fact and that breaches of fiduciary duty under ERISA occurred in this case. However, as with any litigated case, Members of the Settlement Class would face an uncertain outcome if the Action were to continue against Defendant. Continued litigation of the Action could result in a range of possible recoveries, including a judgment or verdict greater or less than the recovery under the Stipulation, or no recovery at all. Class Counsel also has taken into account the availability of insurance.#

Class Counsel believe that this Settlement reflects a reasonable compromise in light of the range of possible outcomes. Class Counsel believe that the Settlement is preferable to continued litigation and is in the best interest of the Members of the Settlement Class. because the Settlement provides certainty with respect to the amount of recovery and results in a prompt recovery.#

Throughout this litigation, Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs. Nevertheless, Defendants have concluded that it is desirable for the Action to be fully and finally settled as to them and the other Releasees on the terms and conditions set forth in the Stipulation.#

The Court has not ruled in favor of either side. Both sides agreed to the Settlement to ensure a resolution and avoid the cost and risk of further litigation.#

STATEMENT OF FEES AND EXPENSES INCURRED BY THE INDEPENDENT FIDUCIARY AND THE SETTLEMENT ADMINISTRATOR#

An Independent Fiduciary is evaluating the Settlement and will be asked to authorize the Settlement on behalf of the Plan. Defendants have paid or will pay the fees and expenses incurred by the Independent Fiduciary (including fees and expenses incurred by consultants, attorneys, and

other professionals retained or employed by the Independent Fiduciary) in the course of evaluating and authorizing the Settlement on behalf of the Plan, up to \$30,000, and this expense will not be deducted from the Settlement Fund. However, any costs of the Independent Fiduciary in excess of the initial \$30,000 paid by Defendants will be borne by and paid from the Settlement Fund.#

A Settlement Administrator has been engaged to mail the notice to the Members of the Settlement Class, administer the Settlement and allocate the Net Settlement Fund among Members of the Settlement Class. The fees and expenses for the Settlement Administrator will be paid from the Settlement Fund.#

STATEMENT OF ATTORNEY’S FEES AND EXPENSES AND PLAINTIFF INCENTIVE AWARDS SOUGHT IN THE ACTION#

Class Counsel will submit a fee petition to the Court in which they will ask the Court to award them attorneys’ fees in an amount not to exceed 1/3 of the Settlement Fund, plus reimbursement of costs and expenses. In addition, Class Counsel will request that the Court make a case contribution award to each of the two Plaintiffs in the amount of \$10,000.#

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QUESTIONS AND ANSWERS#

1. Why did I receive a notice in the mail?#

You received a notice because you or someone in your family is or may have been a participant in or a beneficiary of the Plan at some time between September 24, 2014 and November 3, 2023.#

The Court ordered this notice to be sent to you because you have a right to know about the Settlement and all of the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Fund will be allocated among Members of the Settlement Class according to a Court-approved Plan of Allocation.#

The Court in charge of this case is the United States District Court for the District of Arizona. The individuals who sued are called “Plaintiffs,” and the parties they sued are called the “Defendants.” The legal action that is the subject of this notice and the Settlement is titled *Gotta v. Stantec Consulting Services, Inc.*, Case No. 2:20-cv-01865 (D. Ariz.).#

2.What is the Action about?#

The Action claims that the Defendants were fiduciaries to the Plan and violated fiduciary duties under ERISA that they owed to the Plan’s participants and beneficiaries. Plaintiffs allege Defendants breached certain fiduciary duties by causing the Plan to incur higher administrative fees and expenses than reasonable and necessary. Plaintiffs also allege Defendants breached certain fiduciary duties by selecting and continuing to offer certain allegedly imprudent investment options to Plan participants under the Plan’s investment lineup. In the Complaint, Plaintiffs have asserted causes of action for losses they contend were suffered by the Plan as the result of these alleged breaches of fiduciary duty by the Defendants.#

Defendants vigorously deny each and every allegation of wrongdoing made in the Complaint and contend that they have no liability in the Action. Defendants specifically deny the allegations that they breached any fiduciary duty or any other provisions of ERISA in connection with the administrative fees or expenses incurred by the Plan, or the investments in the Plan, and further deny that they in any way failed to act prudently or loyally to the Plan’s participants and beneficiaries.#

3. Why is this case a class action?#

In a class action, one or more plaintiffs called “Class Representatives” sue on behalf of a large number of people who have similar claims. All of the individuals on whose behalf the Class Representatives are suing are “Class Members.” One court resolves the issues for all Class Members. In its order setting the Fairness Hearing, the Court preliminarily certified the Settlement Class in the Action. The Class Representatives in this Action, Samantha Gotta and Michael De Sena, were participants in the Plan during the Class Period and are referred to as the “Plaintiffs.”#

4. Why is there a settlement?#

The Court has not reached any final decision in connection with Plaintiffs’ claims against the Defendant. Instead, Plaintiffs and Defendants have agreed to a Settlement. In reaching the Settlement, they have avoided the cost, risks, time, and disruption of prolonged litigation and trial.#

Class Counsel believe that the Settlement is the best option for the Settlement Class Members, as described above in the section entitled “Statement of Potential Outcome of the Action.”#

5. How do I know whether I am part of the Settlement?#

The Court has conditionally certified that this Settlement shall proceed on behalf of everyone who fits the following description:#

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan at any time during the Class Period.#

The “Class Period” is defined as September 24, 2014 through November 3, 2023. A person was a participant in or beneficiary of the Plan during the Class Period if they had an account balance in the Plan during such period.#

THE SETTLEMENT BENEFITS#

6. What does the Settlement provide?#

The Settlement provides that Defendants will pay or cause their fiduciary insurance carrier to pay \$2,000,000 (the “Settlement Amount”) into an account at a financial institution identified by Class Counsel, which shall constitute the Settlement Fund. The net amount of the Settlement Fund, after payment of Court-approved attorneys’ fees and expenses, awards to the Plaintiffs, excess fees and expenses incurred by the Independent Fiduciary, and any fees and expenses incurred by the Settlement Administrator, will be allocated to the Members of the Settlement Class according to a Plan of Allocation to be approved by the Court if and when the Court enters an order finally approving the Settlement.#

7. How much will my payment be?#

If you qualify, you will receive a pro rata share of the Net Settlement Fund. The Settlement payment is a compromise. It does not compensate participants for 100% of their claimed losses.#

Class Counsel will file a detailed Plan of Allocation in advance of the Fairness Hearing. The Plan of Allocation will describe the manner in which the Net Settlement Fund will be distributed to Members of the Settlement Class. In general terms, the Plan of Allocation will provide that each Settlement Class Member’s share of the Net Settlement Fund will be calculated as follows:#

The Settlement Administrator will calculate an average account balance for each Settlement Class member based on his or her total quarter-ending account balance invested in the Plan for the Class Period (“Average Account Balance”).#

The Settlement Administrator will sum the Average Account Balances for all Settlement Class members.#

The Settlement Administrator will then determine the total settlement payment available to each Settlement Class member by calculating each such individual's pro-rata share of the Net Settlement Fund based on his or her Average Account Balance compared to the sum of the Average Account Balances for all Settlement Class members.#

If the dollar amount of the settlement payment to a Settlement Class member is calculated by the Settlement Administrator to be less than \$10.00, then that Settlement Class member's payment or pro rata share shall be zero for all purposes.#

The Settlement Administrator will perform all calculations and determine your pro rata amount. The Settlement Administrator will have access to all available records, so you do not need to be concerned if you no longer have your account statements. The Court will be asked to approve the Plan of Allocation, a copy of which will be available along with other settlement documents on the settlement website, www.StantecERISASettlement.com after it has been filed.#

8. How can I get a payment?#

If the Settlement is given final approval, you will **not** have to do anything to get a payment from the Settlement if you are entitled to one under the Plan of Allocation.#

9. When will I get my payment?#

The balance of the Net Settlement Fund will be allocated to Members of the Settlement Class pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement, including any appeals. Any appeal of the final approval may take a year or more. Please be patient.#

There will be no payments if the Settlement is terminated.#

The Stipulation may be terminated on several grounds, which are described in the Stipulation. In the event any of these conditions occur, there will be no settlement payment made, and the litigation will resume.#

10. Can I opt out of the Settlement?#

No. In some class actions, class members have the opportunity to exclude themselves from the Settlement. This is sometimes referred to as "opting out" of the Settlement. Because of the legal issues involved in the Action, however, the class of participants affected by this Settlement has been preliminarily certified as a mandatory class. This means you cannot opt out of the benefits of the Settlement in order to pursue your own claims or for any other reason. **Therefore, you will be bound by any judgments or orders that are entered in this Action, and if the Settlement is approved, you will be deemed to have released Defendants from any and all claims that were or could have been asserted in this case on your behalf or on behalf of the Plan or that are otherwise included in the release in the Settlement, other than your right to obtain the relief provided to you, if any, by the Settlement.#**

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve the Settlement, as described below.#

THE LAWYERS REPRESENTING YOU#

11. Do I have a lawyer in the Action?#

The Court has preliminarily designated McKay Law, LLC and Edelson Lechtzin, LLP as Class Counsel for the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense. #

12. How will the lawyers be paid?#

Class Counsel will file a petition for the award of attorneys' fees and expenses by February 9, 2024, after which a copy will be posted on the settlement website www.StantecERISASettlement.com. This petition will be considered at the Fairness Hearing. Defendants have agreed not to oppose the amount of attorneys' fees, costs, or expenses or any award to the Plaintiffs to the extent such fees, costs, expenses, and awards are consistent with the terms of the Stipulation. Class Counsel have agreed to limit their application for an award of attorneys' fees to not more than 1/3 of the Settlement Amount, plus out-of-pocket costs. #

Plaintiffs will also request a case contribution award from the Settlement Fund to compensate them for the time and effort they spent assisting with the investigation and prosecution of the case. Class Counsel will request that the Court approve case contribution awards of \$10,000 for each of the two Plaintiffs. #

You have the right to object to this aspect of the Settlement even if you approve of the other aspects of the Settlement. #

OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS' FEES#

You can tell the Court that you do not agree with the Settlement or some part of it. #

13. How do I tell the Court that I object to the Settlement?#

If you are a Member of the Settlement Class, you can object to the Settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must file with the Court, and send copies of what you file to Plaintiff's Counsel and to Defendants' Counsel, a letter or other written document saying that you object to the Settlement. Be sure to include the following case caption and notation: "*Gotta v. Stantec Consulting Services, Inc., Case No. 2:20-cv-01865 (D. Ariz.)*." In addition, your objection must also include your name, address, telephone number, and signature and the reasons why you object to the Settlement. Any objection must be signed by the Settlement Class member even if an attorney is retained by the Settlement Class member. **Your objection must be filed with the Court at the address below no later than 4:00 p.m. on February 23, 2024, and copies must be mailed to Plaintiffs' Counsel and to Defendants' Counsel at the addresses listed below, postmarked no later than February 23, 2024. You must file and mail your objection by this time and date. If you fail to do so, the Court will not consider your objections.** If you plan to speak at the Fairness Hearing, you must send a Notice of Intention to Appear along with your objection, as described below: #

COURT CLERK#

Clerk, U.S. District Court
Sandra Day O'Connor#
U.S. Courthouse#
401 W. Washington St.
Phoenix, AZ 85003#

PLAINTIFFS' COUNSEL#

Michael C. McKay#
McKay Law, LLC#
5635 N. Scottsdale Rd., Suite
170#
Scottsdale, AZ 85250#

DEFENDANTS'

COUNSEL#
Charles Dyke#
Nixon Peabody LLP#
One Embarcadero Ctr., FL
32#
San Francisco, CA 94111#

THE COURT'S FAIRNESS HEARING#

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but it is not necessary. #

14. When and where will the Court decide whether to approve the Settlement?#

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. The Court will hold the Fairness Hearing on March 8, 2024 at 10:00 a.m. at the Sandra Day O'Connor U.S. Courthouse, Courtroom 602, 401 West Washington Street, Phoenix, AZ 85003. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorney's fees and expenses and the request for Plaintiff incentive awards.#

15. Do I have to come to the hearing?#

No, but you are welcome to come at your own expense. If you send an objection, you do not have to attend the Fairness Hearing and also voice your objection in person. As long as you mail your written objection on time, the Court will consider it when determining whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.#

16. May I speak at the hearing?#

Only if you have previously filed an objection to the Settlement may you ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Gotta v. Stantec Consulting Services, Inc., Case No. 2:20-cv-01865 (D. Ariz.)*." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than February 23, 2024 and be sent to the Clerk of the Court, Class Counsel, and Defendant's counsel at the addresses listed above.#

IF YOU DO NOTHING#

17. What happens if I do nothing at all?#

If you do nothing and you are a Member of the Settlement Class and the Settlement is approved, you will participate in the Settlement of the Action as described in this notice.#

GETTING MORE INFORMATION#

18. Are there more details about the Settlement?#

This notice summarizes the proposed Settlement. The complete Settlement is set forth in the Stipulation of Settlement. You may obtain a copy of the Stipulation of Settlement on the settlement website, www.StantecERISASettlement.com, or you may request one be sent to you by contacting the Settlement Administrator by email at: info@StantecERISASettlement.com.#

19. How do I get more information?#

Class Counsel may be reached at:#

Michael C. McKay#
MCKAY LAW, LLC#
5635 N. Scottsdale Road, Suite 170#
Scottsdale, Arizona 85250#

Eric Lechtzin#
EDELSON LECHTZIN LLP#
411 S. State Street, Suite N-300#
Newtown, Pennsylvania 18940#

Telephone: (480) 681-7000#
Facsimile: (480) 348-3999#
Email: mmckay@mckaylaw.us#

Telephone: (215) 867-2399#
Facsimile: (267) 685-0676#
Email: elechtzin@edelson-law.com#

You may also contact the Settlement Administrator by email at: info@StantecERISASettlement.com or at 800-564-4860.#

Documents are also available at the office of the Clerk located at the Sandra Day O'Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003.#

This e-mail has been sent to mark.unkefer@americanlegal.com, [click here to unsubscribe](#).

8011 Philips Hwy Ste 5, Jacksonville, FL 32256