UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

UNOPPOSED MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND CASE CONTRIBUTION AWARDS

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I. INTRODUCTION

Plaintiffs Anitza Hartshorn and Lakeshier Clark (collectively, "Plaintiffs"), on behalf of the SCI 401(k) Plan (the "Plan") and the Class, hereby move for an award of attorneys' fees, reimbursement of expenses, and case contribution awards. This motion is supported by the accompanying memorandum of law, declarations, and the record in this case. Plaintiffs stand ready to provide any additional information that the Court may require in considering this motion.

Plaintiffs request an award of attorneys' fees in the amount of $666,666.66, which equals one-third of the $2,000,000.00 gross settlement amount. Plaintiffs' request for attorneys' fees is consistent with fee requests and corresponding orders in recent analogous ERISA cases from District Courts in this Circuit. For example, just last October the Honorable Brantly Starr awarded plaintiffs' attorneys fees of one-third of a $1,475,000.00 ERISA class settlement, finding the "amount of fees awarded is appropriate and that the amount of fees awarded are fair and reasonable given the substantial risks of non-recovery, the time and effort involved, and the result obtained." *See Perkins v. United Surgical Partners Int'l. Inc.*, 3:21-CV-00973-X (N.D. Tex. October 30, 2025 (ECF 82).

By way of another example, last July the Honorable Sam A. Lindsay awarded plaintiffs' attorneys' fees of one-third of a $2,250,000.00 ERISA class settlement in *Seidner v. Kimberly-Clark Corp.,* 3:21-CV-867-L (N.D. Tex. July 25, 2025) (ECF 128).

By way of yet a third example, in *Blackmon v. Zachary Holdings, Inc.*, No. 20-CV-00988-JKP (W.D. Tex. Aug. 5, 2022) (ECF 82), the Honorable Elizabeth S. Chestney awarded plaintiff's attorneys fees of one-third of a $1,875,000.00 ERISA class settlement finding, "[t]he proposed award of 33 1/3% of the total settlement is reasonable and consistent with awards made by other district courts in this Circuit." *Id.*

These recent fee awards from District Courts in this Circuit are consistent with fee awards entered by District Courts in similar ERISA cases across the country.[1]

In addition, the fee request here is particularly reasonable because Class Counsel litigated this case over nearly four years. The Settlement was reached only after the case was certified as a Rule 23 class action, after the parties completed fact and expert witness discovery, and after the parties fully briefed summary judgment. Furthermore, the amount of fees requested is less than Class Counsel's lodestar.

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[1] *See, e.g., Hagins v. Knight-Swift Trans. Holding Co.,* No. CV-22-01835-PHX-ROS (D. Ariz. May 6, 2026); *Ramos v. Banner Health,* No. 15-cv-2556, 2020 WL 6585849, at *4-5 (D. Colo. Nov. 10, 2020); *Davis v. Magna Int'l of Am., Inc.*, No. 20-cv-11060, 2025 WL 732300, at *3 (E.D. Mich. Jan. 27, 2025); *Hawkins v. Cintas Corp.*, No. 19-cv-1062, 2025 WL 523909, at *3 (S.D. Ohio Feb. 18, 2025); *Bekker v. Neuberger Berman Grp. 401(k) Plan Inv. Comm.*, 504 F. Supp. 3d 265, 270 (S.D.N.Y. 2020); *Pledger v. Reliance Trust Co.*, No. 15-cv-4444, 2021 WL 2253497 (N.D. Ga. Mar. 8, 2021); *Karpik v. Huntington Bancshares Inc.*, No. 17-cv-1153, 2019 WL 7482134, at *7 (S.D. Ohio Feb. 18, 2021); *Griffin v. Flagstar Bancorp, Inc.*, No. 10-cv-10610, 2013 WL 6511860 (E.D. Mich. Dec. 12, 2013); *Fernandez v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, No. 15-cv-22782, 2017 WL 7798110 (S.D. Fla. Dec. 18, 2017); *Kelly v. Johns Hopkins Univ.*, No. 16-cv-2835, 2020 WL 434473, at *3 (D. Md. Jan. 28, 2020); *Marshall v. Northrop Grumman Corp.*, No. 16-cv-6794, 2020 WL 5668935, at *3 (C.D. Cal. Sept. 18, 2020); *Tussey v. ABB, Inc.*, No. 06-cv-04305, 2019 WL 3859763 (W.D. Mo. Aug. 16, 2019); *Bell v. Pension Comm. of ATH Holding Co., LLC*, No. 15-cv-02062, 2019 WL 4193376 (S.D. Ind. Sept. 4, 2019); *Clark v. Duke Univ.*, No. 16-cv-1044, 2019 WL 2579201 (M.D.N.C. June 24, 2019); *Cates v. Trustees of Columbia Univ.*, No. 16-cv-06524, 2021 WL 4847890 (S.D.N.Y. Oct. 18, 2021); *Pinnell v. Teva Pharmaceuticals USA, Inc.*, No. 19-cv-05738, 2021 WL 5609864, at *2 (E.D. Pa. June 11, 2021); *Spano v. Boeing Co.*, No. 06-cv-0743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016).

Plaintiffs also request reimbursement of Class Counsel's reasonable out-of-pocket expenses incurred in connection with the prosecution of this case in the amount of $108,395.89. Plaintiffs had an incentive to keep expenses as low as possible because expenses would have only been recoverable if Plaintiffs were successful. And as discussed herein, the risk of obtaining no recovery in this case was significant.

Plaintiffs also request the Court to approve the payment of case contribution awards in the amount of $10,000.00 to each of the Plaintiffs in recognition of their contributions to this case. The amount sought for case contribution awards is unremarkable. Judge Chestney awarded $12,500.00 in *Blackmon* and Judge Lindsay awarded $10,000.00 in *Seidner*. Courts around the country in similar ERISA actions award similar and often greater amounts.

II. BACKGROUND FACTS

To avoid unnecessary repetition, Plaintiffs refer to and incorporate the discussion of the background facts of this case from their Motion for Preliminary Approval of Class Action Settlement (ECF80) and their Motion for Final Approval of Class Action Settlement (ECF 83).

III. STANDARD OF REVIEW

"The common benefit doctrine stems from the premise that those who receive the benefit of a lawsuit without contributing to its costs are 'unjustly enriched' at the expense of the successful litigant." *Jenkins v. Trustmark Nat'l Bank*, 300 F.R.D. 291, 306 (S.D. Miss. 2014) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

"The Supreme Court and the Fifth Circuit have recognized that '[a] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Id*. at 306-07 (quoting *Barton v. Drummond Co.,* 636 F.2d 978, 982 (5th Cir. 1981)).

"In common fund cases, courts typically use one of two methods to calculate fees: the percentage and lodestar methods." *Blackmon v. Zachary Holdings, Inc*., No. 20-CV-00988, 2022 WL 3142362, at *4 (W.D. Tex. Aug. 5, 2022). "[A]n award of fees based on the percentage method (an award of 33 1/3%) – with a lodestar reasonableness check" is typical for ERISA cases in this Circuit and across the nation. *Id*. However, "[r]egardless of whether the court uses the percentage method or the lodestar method, it must consider the *Johnson* factors in calculating attorney's fees." *Erica P. John Fund, Inc. v. Halliburton Co*., No. 02-CV-1152, 2018 WL 1942227, at *8 (N.D. Tex. Apr. 25, 2018). These factors are:

> (1) the time and labor required; (2) the novelty and difficulty of the legal issues; (3) the skill required to perform the legal service properly; (4) the preclusion of other employment by the attorney as a result of taking the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or other circumstances; (8) the monetary amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) whether the case is undesirable; (11) the nature and duration of the professional relationship with the client; and (12) awards in similar cases.

Id. (citing *Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974), *overruled on other grounds by Blanchard v. Bergeron*, 489 U.S. 87, 90 (1989)). In this action, the *Johnson* factors weigh heavily in favor of approving the requested attorneys' fee award.

IV. THE ATTORNEYS' FEE REQUEST IS REASONABLE

A. The Time and Labor Spent on the Case Support the Fee Request (Factor 1)

The original Complaint in this case was filed on July 7, 2022. (ECF 1.) Class Counsel have been litigating this case for more than four years. The time and labor invested in this case is monumental. Class Counsel's time and labor include investigating claims, briefing a motion to dismiss, drafting a detailed amended complaint that mooted all of Defendants' motion to dismiss arguments, completing fact discovery–including reviewing tens of thousands of documents, participating in fourteen depositions, exchanging expert witness reports (both parties retained two expert witnesses), successfully moving for class certification, participating in a full day meditation, opposing a motion for summary judgment, and opposing motions to strike Plaintiffs' expert witnesses. Essentially, the only thing left to do in this case was to actually try the case to verdict – and Class Counsel were prepared to try the case if necessary. *See* McKay Decl., ¶¶ 2-9.

The *Perkins*, *Seidner*, and *Blackmon* cases all settled relatively early in the litigation process compared to the case here and the judges presiding over those matters still awarded attorneys' fees of one-third of the common funds established in those cases. *See also Jenkins v. Trustmark National Bank*, 300 F.R.D. 291, 307 (S.D. Miss. 2014) (noting that courts in the Fifth Circuit commonly award fees of approximately one-third of the total settlement fund.)

Class Counsel have dedicated over 1,314 hours of time in this case. *See* McKay Decl., ¶ 11. The above hours do not include time yet to be spent on preparing and attending the Final Fairness Hearing, ongoing communications with Settlement Class Members, and monitoring Defendants' compliance with the Settlement. *Id.* Class Counsel will continue to put in the time and labor necessary to protect the Class and Plan participants in connection with the settlement without seeking additional compensation for their efforts. *Id.* This factor clearly supports the fee request.

B. The Difficulty, Skill Required, and Quality of Representation Support the Fee Request (Factors 2, 3, 9)

ERISA class actions are "complex" and require counsel with "specialized skills." *Karpik v. Huntington Bancshares Inc.*, No. 2:17-CV-1153, 2021 WL 757123, at *9 (S.D. Ohio Feb. 18, 2021). "Very few plaintiffs' firms possess the skill set or requisite knowledge base to litigate . . . class-wide, statutorily-based claims for [ERISA] benefits." *Savani v. URS Prof. Sols. LLC*, 121 F. Supp. 3d 564, 573 (D.S.C. 2015). In addition to legal expertise, counsel in ERISA cases must possess "expertise regarding industry practices." *Kruger v. Novant Health*, 2016 WL 6769066, at *3 (M.D.N.C. Sept. 29, 2016).

Class Counsel are among the small number of attorneys in the ERISA plaintiffs' bar with the unique and extensive experience and expertise required to litigate cases like this one and the willingness to litigate such cases on behalf of Plaintiffs. This case involved precisely the issues that make litigation of this sort notoriously complex. The representation of the Class was of the highest quality. Class Counsel helped the Plan and the Class Members prevail at every stage in the litigation, up to and including obtaining a $2,000,000.00 settlement.

In addition, Defendants are represented by some of the most formidable and qualified ERISA practitioners in the country. Defendants contested Plaintiffs at every stage of the proceedings. Yet, Class Counsel was still able to secure a $2,000,000.00 settlement. Achieving a favorable settlement against such well-represented adversaries is a testament to the skill and quality of Class Counsel's representation of the Plan and Class Members.

This factor also supports the fee request.

C. The Contingent Nature of the Fee and the Financial Burden Support the Fee Request (Factors 6 and 10)

Class Counsel "represented the class on a contingent-fee basis, with no guarantee of any recovery[,]" "they represent plaintiffs who likely could not otherwise have afforded counsel[,]" and "incur[ed] many of these [litigation] costs before they were aware that the class plaintiffs would realize any recovery." *Klein v. O'Neal, Inc.*, 705 F. Supp. 2d 632, 650, 678 (N.D. Tex. 2010).

Class Counsel devoted in excess of 1,314 hours over roughly four years to the case. *See* McKay Decl. ¶¶ 12-15. They have yet to receive any compensation for their efforts. Additionally, Class Counsel advanced $108,395.89 for case expenses in the interest of providing effective representation to the Plan and Class Members. *Id*. Class Counsel's risk of nonpayment in light of these efforts strongly supports the fee request. *See Krueger*, 2015 WL 4246879, at *1 ("Class Counsel was also exposed to great risk. Not only did they face the very real possibility of dismissal or denial of class certification, but ERISA is a complex field that involves difficult and novel legal theories and often leads to lengthy litigation").

Furthermore, the economic and logistical "unattractiveness" of this case required a legal team who could manage this case in a cost-effective and comprehensive way. Courts find it persuasive that, like here, plaintiffs would not have been able to pursue this litigation other than on a contingency fee basis and, realistically, no competent plaintiffs' lawyer or law firm would take on such risky representation for less than one-third of any monetary recovery. *See, e.g., Sims v. BB&T Corp.*, No. 15-cv-732, 2019 WL 1993519, at *3 (M.D.N.C. May 6, 2019) ("It is unsurprising that only a few firms might invest the considerable resources to ERISA class actions such as this, which require considerable resources and hold uncertain potential for recovery. A one-third fee reflects a reasonable attorney's fee in this matter for the attorneys who did assume this risk."); *see also Jenkins*, 300 F.R.D. at 310 ("Public policy concerns—in particular, ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims—support the requested fee").

This factor also supports granting the fee request.

D. The Amount Involved and the Results Obtained Support the Fee Request (Factor 8)

Class Counsel's efforts have created a $2,000,000.00 settlement which is an excellent result when viewed in any light. In particular, the amount represents approximately 20% of the Plan's estimated maximum potential recovery as calculated by Plaintiffs' expert witness. McKay Decl. ¶ 9. In *Blackmon*, the court noted that a recovery of 14-23% of the plaintiffs' total estimated damages "exceeds many recoveries received in other class action cases." *Blackmon*, 2022 WL 3142362, at *4 (listing cases approving settlements as low as 2%); *see also Sims*, 2019 WL 1995319, at *5 (finding a recovery "represent[ing] 19% of the total ERISA damages sought by the plaintiffs" was fair, reasonable, and adequate); *Davis*, 2025 WL 732300, at *2 (the 31% of maximum potential damages "obtained on behalf of the Class supports the requested fee percentage" because "the Settlement offered Plaintiffs fair and reasonable relief given the complexity of the ERISA law issues presented and the acute risk of continued litigation").

The results obtained must be considered in the context of this specific case. Plaintiffs believe there is strong legal and factual support for their claims. Defendants deny all wrongdoing and contend the value of the claims at bar is $0. Plaintiffs recognize that there is inherent risk in continued litigation. A wide range of outcomes was possible, including summary judgment, challenges to expert witness testimony, and uncertain damage awards even if Plaintiffs ultimately prevailed on the merits.

By way of one example, Class Counsel tried a similar ERISA case on behalf of a certified class of more than 55,000 individuals to verdict in April 2025 before the Honorable Loretta C. Biggs. McKay Decl. ¶ 10. After a four-day bench trial, Judge Biggs entered judgment in favor of the defendant with the plan taking nothing. *Id. See also McDonald v. Laboratory Corp. of Amer. Holdings*, 1:22-cv-00680-LCB-JLW (M.D.N.C. Aug. 12, 2025) (ECF 119). The $2,000,000.00 settlement removes the potential that the Plan here would suffer a similar fate.

In addition, trial presentations would likely have relied heavily on competing expert witness testimony. Defendants' motion to strike Plaintiffs' expert witnesses is pending. The settlement removes the risk that Plaintiffs' experts would have been precluded in whole or in part from testifying at trial – which would have made a recovery difficult. And it is likely that even after a trial verdict in favor of Plaintiffs was obtained, a complex appeal would have followed. Plaintiffs faced significant challenges in their ability to obtain a meaningful and timely recovery on behalf of the Plan absent a settlement.

The exemplary result achieved on behalf of the Plan supports the requested fee award.

E. The Customary Fee and Awards in Similar Cases Support the Fee Request (Factors 5 and 12)

The customary fee award in similar ERISA cases is one-third of the settlement fund. *See Blackmon*, 2022 WL 3142362, at *4 ("The proposed award of 33 1/3% of the total settlement is reasonable and consistent with awards made by other district courts in this Circuit under the percentage method."); *Erica*, 2018 WL 1942227, at *7 (awarding "one-third of the Settlement Fund"); *Jenkins*, 300 F.R.D. at 310 ("Indeed, numerous decisions have found that a one-third recovery is well within the range of a customary fee."); *In re Pool Prods. Distribution Mkt. Antitrust Litig*., 310 F.R.D. 300, 316 (E.D. La. 2015) ("[T]he Court finds that a sum for the attorneys' fees and costs of one-third of the settlement fund is in keeping with practice in this circuit and is therefore within the limit of what the Court deems reasonable.").

Specifically, one-third of the settlement fund "is consistent with experienced attorneys who handle complex ERISA litigation and has been found reasonable in numerous cases in federal district courts." *Pledger*, 2021 WL 2253497, at **5,7; *see also Blackmon*, 2022 WL 3142362, at *4; *Kelly*, 2020 WL 434473, at *3 ("The requested fee of one-third of the monetary recovery is reasonable and appropriate given the 'significant risk of nonpayment' in these types of cases due to 'the novel nature of this case and adverse precedents.'"); *Ford v. Takeda Pharms. U.S.A., Inc.,* No. 21-cv-10090, 2023 WL 3679031, at *3 (D. Mass. Mar. 31, 2023) (finding that the requested 33 1/3% fee "is identical to other awards in other excessive 401(k) fee cases brought by Class Counsel, including in this district."); *McDonald v. Edward Jones*, 791 F. App'x 638, 640 (8th Cir. 2020) (affirming judgment awarding the class counsel attorneys' fees of one third of the settlement fund); *Pinnell*, 2021 WL 5609864, at *2 (awarding "one-third of the common fund as a reasonable attorneys' fee" in ERISA case); *Diaz v. BTG Int'l Inc.,* 19-cv-1664-JMY, 2021 WL 2414580, at *8 (E.D. Pa. June 14, 2021) (same); *Hawkins*, 2025 WL 523909, at *3 (same, because "the requested award of one-third of the common fund […] is consistent with fees awarded in similar actions in this circuit and across the country."); *Tussey*, 2019 WL 3859763, at *2; *Bell*, 2019 WL 4193376; *Clark*, 2019 WL 2579201; *Ramos*, 2020 WL 6585849, at *4-5 (awarding "one-third of any recovery plus expenses."); *Feinberg v. T. Rowe Price Grp.*, 610 F. Supp. 3d 758, 769 (D. Md. 2022).

This factor supports the fee request.

F. The Preclusion of Other Employment by Counsel Due to the Acceptance of the Case Supports the Fee Request (Factors 4 and 7)

As reflected by the sheer number of hours devoted by Class Counsel litigating this case, a substantial amount of their time was devoted to this case to the preclusion of other work. *See* McKay Decl., ¶ 13; *see also Jenkins,* 300 F.R.D. at 308 ("It is uncontroverted that the attorney time spent on the Action was time that could not be spent on other matters."); *Klein*, 705 F. Supp. 2d at 677 ("The reported hours demonstrate that work on other cases was often precluded."). Indeed, courts analyzing ERISA fee requests have found this factor satisfied because "but for the time and effort they spent in this case and given the demand for their services attributable to their high level of skill and competence, plaintiffs' attorneys would have spent significant time on other matters." *Pledger*, 2021 WL 2253497, at *7.

G. The Nature and Length of the Professional Relationship with the Clients Supports the Fee Request (Factor 11)

Class Counsel do not expect repeat business from the Plaintiffs or Class Members in this case. Given the nature of Class Counsel's work, "the likelihood that many class members will be seeking additional representation from Class Counsel is slim." *Shaw v. Interthinx, Inc.*, No. 13-CV-01229, 2015 WL 1867861, at *7 (D. Colo. Apr. 22, 2015). Like the wage and hour suits in *Shaw*, ERISA breach of fiduciary duty cases "do not lend themselves to continuous, long-term attorney-client relationships. This factor thus weighs in favor of the requested fee award." *Id.*

V. THE LODESTAR CHECK CONFIRMS THE FEE REQUEST IS REASONABLE

"The purpose of a lodestar cross-check of the results of a percentage fee award is to avoid windfall fees, *i.e.*, to ensure that the percentage approach does not lead to a fee that represents an extraordinary lodestar multiple." *See Klein*, 705 F. Supp. 2d at 680. There is no windfall in this case. Class Counsel are seeking $666,666.66. Class Counsel's lodestar is $711,880.00. McKay Decl. ¶¶ 12-13. The requested fee award is thus less than Class Counsel's lodestar. As such, the lodestar check confirms that Class Counsel's fee request is reasonable. *See Erica*, 2018 WL 1942227, at *13 ("[T]here is a strong presumption that the lodestar represents a reasonable fee.").

Class Counsel's lodestar is summarized in the chart below.

Attorneys	Hours	Hourly Rate	Fees
Michael McKay 21 years practicing law	395.6	$700.00	$276,920.00
Luis A. Cabassa 30 years practicing law	206.5	$700.00	$144,550.00
Brandon J. Hill 19 years practicing law	287.3	$700.00	$201,110.00
Amanda Heystek 24 years practicing law	31.9	$650.00	$20,735.00
Chris R. Miltenberg 44 years practicing law	16.0	$750.00	$12,000.00
Paralegals	**Hours**	**Hourly Rate**	**Fees**
George Venieris 6 years as paralegal	179.1	$150.00	$26,865.00
Kelly Moysh 8 years as paralegal	146.6	$150.00	$21,990.00
Chad McBride 4 years as paralegal	33.8	$150.00	$5,070.00
Amy Ketelsen 15 years as paralegal	17.6	$150.00	$2,640.00
Total:	**1,314.4**		**$711,880.00**

In addition, as noted above, the lodestar amount does not include time to prepare and attend the Fairness Hearing, and to continue to supervise the settlement (including corresponding with the Settlement Administrator, Class Members, and opposing counsel). *See Stevens v. SEI Invs. Co*., No. 18-CV-4205, 2020 WL 996418, at *13 (E.D. Pa. Feb. 28, 2020) (an ERISA case noting that "Class Counsel is expected to perform additional work in connection with this case following this Court's approval. As such, the [6.16] multiplier will likely be lower by the time the matter is closed and Class Counsel's work is complete.").

Also, Class Counsel's hourly rates are consistent with rates charged by other firms specializing in nationwide ERISA class actions.[2] Moreover, Class Counsel's rates are lower than those approved in *Perkins* ($915.00 per hour) (ECF 81-1), *Blackmon* ($1,100 per hour (ECF 70-3), and *Seidner* ($1,000 per hour) (ECF 120-1). Relatedly, Class Counsel's hourly rates here have recently been approved by numerous courts in other ERISA cases where Class Counsel filed a similar motion for fees in connection with court approved class action settlements. McKay Decl. ¶ 14.

VI. CLASS COUNSEL SHOULD BE REIMBURSED THEIR REASONABLE EXPENSES INCURRED IN THE LITIGATION

Class Counsel should be reimbursed $108,395.89 in litigation expenses. Class Counsel seek only to recover costs incurred that relate to: (1) filing fees, (2) expert witnesses, (3) court reporters, (4) travel, (5) mediation, (6) process service, and (7) printing/postage.

Class Counsel kept expenses at a reasonable level and incurred only expenses that were necessary for the prosecution of this case. Class Counsel are not seeking reimbursement for any general overhead expenses. The following chart itemizes the expenses incurred by Class Counsel in the action.

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[2] Because "ERISA litigation requires specialized expertise, and there are relatively few firms that have that expertise[,] […] the Court may 'look to national markets, an area of specialization,' or another market to determine a reasonable rate for Class Counsel's services.'" *Hawkins*, 2025 WL 523909, at *4 (quoting *McHugh v. Olympia Ent., Inc.*, 37 F. App'x 730, 740 (6th Cir. 2002)); *see also Frommert v. Conkright*, 223 F. Supp. 3d 140, 151 (W.D.N.Y. 2016) ("[I]n certain highly specialized areas of law, such as ERISA, the relevant legal community is national in scope.").

Description	Total
Filing Fees	$402.00
Court Reporters	$21,317.39
Travel	$3,115.67
Experts/Consulting	$78,671.00
Mediation	$4,500.00
Printing/Postage	$144.00
Process Service	$246.75
Grand Total:	**$108,396.81**

Class Counsel have submitted declarations attesting to the time and expenses for each of their respective firms. (*Id.* ¶¶ 13-15; Hill Decl. and Miltenberg Decl., attached as Exhibit A to McKay Decl.)

Importantly, Class Counsel brought this case without guarantee of reimbursement or recovery, so they actively worked to keep costs to a reasonable level. *See Henderson v. Emory Univ*., No. 16-cv-2920, 2020 WL 9848978, at *4 (N.D. Ga. Nov. 4, 2020) (recognizing that "Class Counsel brought this [ERISA] case without guarantee of reimbursement or recovery. There was a strong incentive to limit costs.").

VII. PLAINTIFFS ARE ENTITLED TO CASE CONTRIBUTION AWARDS

"ERISA litigation against an employee's current or former employer carries unique risks and fortitude, including alienation from employers or peers." *Slipchenko v. Brunel Energy, Inc*., No. 11-CV-1465, 2015 WL 338358, at *13 (S.D. Tex. Jan. 23, 2015) (quoting *Beesley v. Int'l Paper Co.,* No. 3:06–cv–703, 2014 WL 375432, at *4 (S.D. Ill. Jan. 31, 2014)); *see also Henderson*, 2020 WL 9848978, at *4 (plaintiffs "risked their reputation and alienation from employers or peers in bringing an action against a prominent institution in their community.").

Plaintiffs have been dedicated to this case since before the original complaint was filed. McKay Decl. ¶ 16. Exactly like in *Jenkins*, "Plaintiffs provided invaluable assistance to counsel in this litigation by, among other things, submitting to interviews, locating and forwarding responsive documents, participating in conferences with Class Counsel, sitting for depositions, and generally participating in all aspects of the case. In so doing, Plaintiffs were integral to forming the theory of the case." *Jenkins*, 300 F.R.D. at 306.

"A substantial incentive award is appropriate in [a] complex ERISA case given the benefits accruing to the entire class in part resulting from [named plaintiff's] efforts." *Savani*, 121 F. Supp. 3d at 577; *see also Henderson*, 2020 WL 9848978, at *4 (same); *In re Marsh Erisa Litig*., 265 F.R.D. 128, 149-50 (S.D.N.Y. 2010) ("Congress passed ERISA to promote the important goals of protecting and preserving the retirement savings of American workers" and "such lawsuits create incentives for fiduciaries to comply with ERISA.").

The same or larger awards have been approved in comparable cases. *See, e.g., Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 20-cv-11643, 2023 WL 2309762, at *6. (E.D. Mich. Mar. 1, 2023) (an ERISA case awarding $10,000.00 to each named plaintiff and noting that "the Court finds that plaintiffs' concerns regarding their future employment prospects are understandable."); *Kelly*, 2020 WL 434473, at *7-8 (awarding $20,000.00 to each of eight named plaintiffs); *Tussey,* 2012 WL 1113291, at *21 (awarding $25,000.00 to each class representative in an ERISA fee class action); *Diaz*, 2021 WL 2414580, at *9 ("[T]he $10,000.00 service award to each named Class Representative is reasonable and warranted."); *Davis*, 2025 WL 732300, at *4 (same); *Henderson*, 2020 WL 9848978, at *4, (awarding $25,000 to each named plaintiff); *Cassell*, 2019 WL 13160853, at *3 (same); *Kruger*, 2016 WL 6769066, at *6 (same); *Tussey*, 2012 WL 1113291, at *21 (same). And as noted above, Judge Chestney awarded $12,500.00 in *Blackmon* and Judge Lindsay awarded $10,000.00 in *Seidner*.

Awards of $10,000.00 to each Plaintiff are warranted here.

VIII. CONCLUSION

Plaintiffs respectfully request that the Court: (1) award attorneys' fees in the amount of $666,666.66; (2) approve the reimbursement of litigation expenses in the amount of $108,396.81; and (3) approve case contribution awards in the amount of $10,000.00 to each of the Plaintiffs.

Respectfully submitted this 24th day of July, 2026.

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Class Counsel

MEET AND CONFER CERTIFICATION

Consistent with Local Rule 7.1, in the spirit of good faith, before it was filed, Class Counsel sent Defendants' Counsel a near final draft of this Memorandum of Law. Although Defendants do not necessarily agree with or endorse all of the statements made in the Memorandum of Law, Defendants do not oppose the motion. Hence, the motion is unopposed.

WORD COUNT COMPLIANCE CERTIFICATION

This brief contains 4,886 words, excluding the words that need not be counted under Judge Eskridge's Procedure No. 18(c).

CERTIFICATE OF SERVICE

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

/s/ *Michael McKay*
Michael McKay