UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Barry Sewall, Shamika Gregory, Jerome Gregory, Frank Richmond, Michael McDermott, Kelley McDermott, Chance Gallo, Sheila Nasilasila, Erin Wise, Michael Curran, Christa Curran, Latrice Jones-Byrd, LaQuita Dasher, Ayoka Durham, Marcus Durham, Donna Sheard, Richard Allen, Gabrielle Todd, Gina Johnson, and Lionel Johnson each individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Home Partners Holdings LLC, and OPVHHJV LLC, d/b/a Pathlight Property Management,

Defendants.

Court File No.: 0:25-CV-7849

MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION AND SETTLEMENT ADMINISTRATION EXPENSES, AND CLASS SERVICE AWARDS

FINAL FAIRNESS HEARING NOTED FOR DECEMBER 1, 2025

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INTRODUCTION

After over three years of intense litigation in six different jurisdictions, Plaintiffs, through Class Counsel, obtained a valuable $34 million non-revisionary Settlement Fund for the benefit of all Settlement Class Members.[1] Class Counsel also secured important injunctive relief that requires Home Partners to (1) clearly and conspicuously disclose on the initial pages of any new residential lease (or similar summary form) all mandatory and optional fees a tenant may incur and (2) state the total fixed or mandatory monthly rental costs, including "Monthly Base Rent" and "Additional Rent," a resident may incur in leasing a Home Partners property in any of its advertising. Additionally, during the pendency of the Class Action matters, Defendants changed their practices with respect to two of the challenged fees assessed to Settlement Class Members.

Class Counsel were only able to obtain this excellent result through their exceptional efforts and skill, as illustrated by all the hurdles they overcame for the Settlement Class in defeating dispositive motions, eliciting compelling deposition testimony, organizing vital discovery and evidence from several cases and class members, obtaining class certification and overcoming summary judgment in two courts. Thus, Class Counsel respectfully request that this Court award $10,950,000 in attorneys' fees, approve reimbursement of $1,194,359.76 for litigation costs and

[1] All capitalized terms in this memorandum have the same meaning as the terms defined in the parties' Settlement Agreement, Doc. 4-1.

expenses, $175,000 in settlement notice and administration costs, and approve a total of $105,000 in service awards to each of the named Class Representatives.

All Settlement Class members have received Notice and an opportunity to be heard on this Motion. This Motion is filed in accordance with Rule 23(e) and 23(h) and the parties' Settlement Agreement. Prior to filing, Class Counsel contacted counsel for Defendants, who have not stated a position on this Motion.

LITIGATION BACKGROUND

I. Class Counsel Originated This Litigation in 2022.

This case began when Barry Sewall called the offices of Hellmuth & Johnson regarding his experience with Defendants. Doc. 7 ("Joint Decl."), ¶ 9. The allegations contained in his first class action complaint, filed originally in the Northern District of Illinois in March 2022, and then re-filed in Minnesota state court, were the product of Class Counsel's extensive preparation and independent investigation. Joint Decl. ¶ 9; Declaration of Anne T. Regan ("Regan Decl." filed herewith), ¶¶ 4-27. Class Counsel conceived of and brought this case without the benefit of existing governmental investigations or prosecutions. Regan Decl. ¶¶ 4-6, 30. Counsel determined, after numerous inquiries from multiple tenants in over a dozen states, that the conduct alleged in the *Sewall* Minnesota action extended to multiple states, and that Defendants had likely violated the consumer fraud and landlord-tenant laws of multiple states, as well as state common law. *Id.* at ¶ 13.

II. Class Counsel Engaged in Extensive Discovery and Motion Practice in Six Different Jurisdictions Before Settlement.

Class Counsel had many hard-fought successes that involved winning at crucial stages and overcoming some unfavorable decisions. Class Counsel have spent a lot of time, effort, and resources on this case. Joint Decl. ¶ 8. Their work included filing six class action complaints and amendments, obtaining class certification in both state and federal courts, arguing important motions, gathering evidence through documents and depositions, preparing for trial, and handling appeals in state courts. *Id*. By the time they pursued settlement, they had litigated extensively in multiple courts and understood the strengths and weaknesses of each side's case. *Id*. Their work to reach a resolution involved arm's-length mediation, and detailed negotiations over the Settlement Agreement and related documents. *Id*. Class Counsel's success in securing a settlement was not guaranteed, and their heavy investment of effort, time, and money came with no guarantee of any recovery.

A. The Minnesota action was weeks away from trial.

The Minnesota *Sewall* action was the first filed and most advanced procedurally. There were several points throughout the litigation where it could have ended, including contested motion practice involving a motion to dismiss, class certification, Defendant's appeal thereof, two rounds of summary judgment motions, and motions to exclude Plaintiffs' experts, in addition to numerous discovery disputes, including a privilege dispute requiring resolution by a Special Master. Joint Decl. ¶ 10. By the time of mediation, the parties were scheduled to appear before the court on December 10, 2024, for a Pretrial Conference and to commence trial on or

before February 3, 2025. Joint Decl. ¶ 12. The parties requested that both be continued because they had reached a settlement in principle on December 5, 2024, just eight weeks before trial. *Id*.

B. The Washington Plaintiffs' motion for class certification was hotly contested, though ultimately successful.

Class Counsel's pattern of hard-fought success was also present in the Washington case. The *Richmond* action started on September 21, 2022, in the United States District Court for the Western District of Washington. Joint Decl. ¶ 14. Through five amended complaints, multiple sets of written discovery, analysis of thousands of documents, several depositions, including 30(b)(6) depositions, and success in several dispositive and discovery motions, the district court certified classes for damages and injunctive classes under Federal Rule of Civil Procedure 23(b)(3) and (b)(2) respectively. Joint Decl. ¶ 16. Nevertheless, Defendants prevailed in part in their motion for summary judgment, narrowing the scope of Plaintiffs' claims. *Id.* Additionally, during the pendency of the *Richmond* matter, Defendants refunded Settlement Class Members for legal fees charged to their ledgers, which Plaintiffs alleged were unlawful. Regan Decl. ¶ 27.

C. Oral arguments at the Colorado Supreme Court on "novel" and "important" questions of state law were scheduled for January 14, 2026.

The Colorado case highlights the unique and complex nature of this lawsuit, and the challenges posed in evaluating Defendants' alleged misconduct. There, Defendants' motion to dismiss was denied because the district court determined that the case presented "novel" and "important questions of Colorado state-law statutory

interpretation and public policy that call[ed] for resolution by Colorado's highest court." Joint Decl. ¶ 21. As a result, two questions were certified to the Colorado Supreme Court, which the supreme court accepted. *Id.* With the assistance of appellate counsel retained for their experience and expertise before the Colorado Supreme Court, these questions were fully briefed and set to be argued on January 14, but was postponed due to the settlement. *Id.*; *see also* Regan Decl. ¶ 23. Class Counsel were litigating issues not seen in Colorado before.

D. Defendants' motions to dismiss in the other federal courts demonstrated the ongoing litigation risks.

In addition to Class Counsel's successes, they had to overcome decisions that were in Defendants' favor. For example, in the Southern District of Illinois (*Sheard*), the district court granted Defendants' motion in part, dismissing without prejudice Plaintiffs' claims under the Illinois Consumer Fraud Act ("ICFA") insofar as they asserted that fees charged by Defendants violated the ICFA, as well as Plaintiffs' declaratory relief claim. Joint Decl. ¶ 23. Additionally, in the Maryland federal action, the district court granted the Defendants' motion to dismiss in full, dismissing Plaintiffs' consumer protection, landlord-tenant, rescission, unjust enrichment, and breach of the duty of good faith and fair dealing claims. Joint Decl. ¶ 24. Despite these outcomes, Class Counsel was still able to secure a valuable settlement through their other, hard-fought successes.

III. The Common Fund as a Result of Settlement

With the risks of litigation known, beginning in December 2024 Class Counsel engaged in extensive, arm's length and hard-fought negotiations that resulted in a

$34 million non-reversionary monetary common fund settlement (the "SA"). Doc. 4-1. The SA provides Class Members with two sources of monetary relief for their claims from the common fund: an automatic *pro rata* Base Payment, and reimbursement of repair and maintenance they personally performed, or hired others to perform, while renting Defendants' properties. SA, § V, PageID#:111-115. Both kinds of payments reflect the two essential forms of monetary relief that Plaintiffs pursued in their underlying litigation—rent overcharges and repair and maintenance expense costs. As to the injunctive relief, Home Partners agrees to clearly show, on the first pages of any new lease or similar summary, all mandatory and optional fees a tenant might have to pay (the "Key Provisions Summary"). *Id*. Likewise, any direct advertising by Home Partners of rental prices will include the total fixed or required monthly cost, combining "Monthly Base Rent" and "Additional Rent" fees a tenant might owe. SA, § III.F.

ARGUMENT

I. Legal Standard Applicable to Class Counsel's Fee Petition

Rule 23(h) authorizes courts to award reasonable attorneys' fees and expenses. Fed. R. Civ. P. 23(h). Federal courts have consistently held that when attorneys secure a settlement or judgment that creates a common fund benefiting both the named plaintiffs and the rest of the class, the attorneys are entitled to be paid from that fund for the work they did to achieve it. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Gaskill v. Gordon*, 160 F.3d 361, 362 (7th Cir. 1998) (collecting cases).

In a common-fund settlement, courts may choose between two methods to decide the reasonableness of the requested fee: (1) the percentage of the fund method,

or (2) the lodestar method with a risk multiplier. The percentage-of-the fund method is preferred for its efficiency. *Gaskill v. Gordon,* 942 F. Supp. 382, 386 (N.D. Ill. 1996) ("[T]he percentage of the fund method saves the court the time it would have to spend reviewing eight years of billing documents"); *see also In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 573 (7th Cir. 1992) (highlighting that it is easier to establish market based contingency fee percentages than to "hassle over every item or category of hours and expense and what multiple to fix and so forth"). Either way, the court should ensure that counsel is awarded "the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001) ("*Synthroid I*") (collecting cases).

II. The Requested Attorney Fee Award Is Appropriate and Reasonable Under the Percentage Method.

Under the percentage method, the Court must determine the appropriate market rate to apply. The main "benchmarks" courts should consider to determine the appropriate market rate include the "actual agreements" between counsel and the class representatives; any *ex ante* arrangements, such as those obtained from bids or auctions for legal services before the matter commences; as well as the "risk of nonpayment a firm agrees to bear," "the quality of [counsel's] performance," and "the amount of work necessary to resolve the litigation." *Synthroid I*, 264 F.3d at 721. The latter three factors are the most relevant in this case.

A. Class Counsel faced significant risk of nonpayment.

Although this litigation is young in this Court, the Settlement was the result of lengthy litigation in multiple courts over three years, in which Class Counsel, on behalf of Plaintiffs, overcame dismissal or summary judgment motions in multiple courts, and obtained class certification in Minnesota and Washington. Class Counsel took this case on a contingent basis and advanced over a million dollars in litigation costs and expenses without the benefit of a parallel or related government or agency investigation, and navigated novel issues. Accordingly, a real risk existed that both the class and counsel would walk away with nothing and that Class Counsel could lose over a million dollars in expenses.

Contingent fees are designed to account for the risk that lawyers may not be paid at all. The higher the chance of recovering nothing, the larger the fee must be to attract skilled counsel. *See Silverman v. Motorola Solutions, Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (internal citation omitted). As the Seventh Circuit has explained, "the need for such an adjustment is particularly acute in class action suits. The lawyers for the class receive no fee if the suit fails, so their entitlement to fees is inescapably contingent." *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 565 (7th Cir. 1994) (internal citation omitted). Thus the risk of nonpayment is a central factor in deciding whether a requested fee is reasonable, and it must be built into any ultimate fee award.

Class counsel faced substantial risk of nonpayment in this complex class action through a variety of obstacles, while also handling unique legal issues. The District of Colorado certified "novel" and "important questions of state-law statutory

interpretation and public policy" affecting many Coloradans. Joint Decl. ¶ 21. As demonstrated by Defendants' motion practice, these questions were present in all of the underlying Class Action Matters. Defendants' numerous dispositive motions and class certification challenges in the other Class Action Matters also posed dismissal risks. Defendants were successful in some dispositive motions and motions to exclude in the other Class Action Matters, "any one of which could have resulted in complete dismissal of the case…" *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660, 2018 WL 6606079, at *9 (S.D. Ill. Dec. 16, 2018). Questions of Defendants' liability posed novel questions, and thus heightened risk, under different state laws in each of the Class Action Matters. The lack of clear precedents also enhanced the risk that courts would not certify the proposed state classes. Class Counsel's risk supports the requested fee award.

B. The quality of performance and work invested supports the requested fee award.

Under *Synthroid I*, the quality and amount of Class Counsel's work are relevant factors to determine the reasonableness of the requested fee. *See Taubenfeld v. AON Corp.,* 415 F.3d 597, 600 (7th Cir. 2005) (noting that the "evidence of the quality of legal services rendered" is among the "type[s] of evidence needed to mimic the market per *Synthroid I*…"). The skill and effort of Class Counsel, including years of hard-fought motions, appeals, extensive discovery, and two mediations, led to a $34 million settlement for the Settlement Class and support the reasonableness of the requested fee award.

Counsel collectively spent over 12,484.5 hours in this case since its inception. As described in Plaintiffs' Motion for Final Approval and in Class Counsel's declarations, these hours were spent on a highly contested litigation that involved complex issues. Further, the Settlement was reached just two months before trial in the Minnesota action.

Additionally, the Settlement provides significant benefits to the Class. Defendants' leases were allegedly misleading and unenforceable, violating several states' consumer protection or landlord-tenant laws. These leases also allegedly hid maintenance burdens and imposed excessive fees. With respect to the fees, during the pendency of the Class Action Matters, Defendants changed their practices with regard to two of those fees—the $15 per month HVAC filter fee, and the Utility Billing Service Fee, which ranged from $3.95 to $8.95 per month, depending on the Settlement Class Member's state of residence. Plaintiffs believe that their lawsuits were the catalyst for these nationwide changes. Regan Decl. ¶ 27. The Settlement thus provides meaningful compensation and future protection through injunctive relief, ensuring Defendants cannot repeat this conduct. The requested fee does not lessen that relief.

In short, this was not a case where there was no real litigation. The complexity, time spent, and Class Counsel's quality of performance in navigating novel issues to achieve a valuable result, strongly support the requested fee award.

C. The typical contingency award supports the requested fee.

In common fund settlements, courts in the Seventh Circuit routinely award contingency fees of 33 and 1/3 percent. *See Gaskill*, 160 F.3d at 362–63 (noting that

typical contingency fees are between 33% and 40% and affirming award of 38%); *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 844 (N.D. Ill. 2015) (awarding $15.3 million of $46 million gross common fund—or 33.3%—plus costs and expenses of $482,749.05, for a total of 34.31% of common fund); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 597 (N.D. Ill. 2011) (awarding $3.16 million of $9.5 million—or 33.3%—of gross common fund); *Corzo v. Brown Univ.*, No. 1:22-CV-00125, 2024 WL 3506498, at *6 (N.D. Ill. July 20, 2024) (awarding 33.33% of $284 million gross common fund in fees); *Borders v. Walmart Stores, Inc.,* No. 17-CV-506, 2020 WL 13190099, at *2 (S.D. Ill. Apr. 29, 2020) (awarding $4,666,200 in attorney's fees from $14 million common fund, i.e., 33.33%); *Abbott v. Lockheed Martin Corp.*, No. 06-701, 2015 WL 4398475 (N.D. Ill. July 17, 2015) (awarding $20.6 million of $62 million—or 33.2%—of gross common fund). The Court-approved notice stated that Class Counsel may seek up to $11,300,00 in attorneys' fees. Doc. 4-1, Ex. B, PageID#167. Class Counsel's request for $10,950,000, or 33.53% of the net settlement fund, or 32.07% of the gross, is less than that and well within the range of fees that have been approved as reasonable in past common fund settlements.

E. Defendants marshalled tremendous resources for their defense.

The caliber and resources of Defendants and their counsel plays an important part in determining the risk. See *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 942 (N.D. Ill. 2022) (The "quality of representation Defendants had for their defense" helps "support[] the fee request[ed].") Not only were Defendants among the largest residential landlords in the United States, managing over 31,000 homes in 32 states (Doc. 1, ¶ 1), they were ably represented by sophisticated counsel at

Kirkland & Ellis and Faegre Drinker. *See In Re Broiler Chicken Antitrust Litigation*, No. 16-8637, 2021 WL 5709250, at *3 (N.D. Ill. Dec. 1, 2021) (noting that Plaintiffs were opposed "by a number of very large and well-funded corporations, which have retained some of the most prominent and sophisticated law firms," which was a factor in determining reasonableness of fee). Defendants were able to leverage substantial resources throughout discovery and motion practice. Despite this, Class Counsel was able to overcome these challenges, supporting the requested fee.

D. The fee arrangements between Plaintiffs and counsel support the requested award.

The actual retainer agreements between the twenty-one named Plaintiffs and their counsel supports the requested fee as evidence of the *ex ante* fee arrangement.[2] Here, the retainer agreements entered with Plaintiffs state that Class Counsel will petition the court for an award of up to forty percent. Regan Decl. ¶ 37. These agreements are evidence of the fee Class Counsel would have received based on a hypothetical, agreed-upon arrangement at the outset of the case, before litigation risk and outcomes were known.

III. The Lodestar Cross-Check Confirms the Reasonableness of the Requested Award.

The Court may also perform a lodestar analysis, either independently or as a cross-check to determine the reasonableness of the requested fee award. "The lodestar

[2] None of the Class Counsel have participated in auctions for legal services, either in the underlying Class Action Matters or in similar matters, like those discussed in *Synthroid I,* 264 F.3d at 720; Regan Decl. ¶ 33; Bourne Decl. ¶ 13; Harris Decl. ¶ 21. As the Seventh Circuit remarked, "[a]uctions are less helpful *ex post*, and not only because it's too late to put the legal services up for bid." *Id.*

method is 'frequently employed in common fund cases.'" *In re Nat'l Collegiate Athletic Ass'n Student-Athlete Concussion Inj. Litig.*, 332 F.R.D. 202, 222 (N.D. Ill. 2019) ("*NCAA*"), *aff'd sub nom. Walker v. Nat'l Collegiate Athletic Ass'n*, No. 19-2638, 2019 WL 8058082 (7th Cir. Oct. 25, 2019) (citing *Harman v. Lyphomed, Inc.*, 945 F.2d 969, 974 (7th Cir. 1991)); *In Re Turkey Antitrust Litigation*, 1:19-CV-08318, Doc. 1358 (N.D. Ill July 30, 2025) (using a lodestar cross-check to support fee award). To calculate the lodestar, the court "[m]ultipl[ies] the hours reasonably expended by the reasonable hourly rates." *Harman*, 945 F.2d at 974. A reasonable hourly rate is based on the "narrow bands of rates charged by attorneys of similar experience, competence and specialty." *Id*.

The total lodestar from March 2022 to present is $9,700,943.90. Regan Decl. ¶¶ 31-32; Bourne Decl. ¶ 14; Harris Decl. ¶ 9; Hinchcliff Decl. ¶ 6; Power Decl. ¶ 6. This was calculated by using the hourly rates for each attorney or legal support staff member who billed to the underlying Class Action Matters, multiplied by the number of hours spent. Comparing the requested fee award of $10,9500,000 results in a multiplier of 1.125, which is reasonable and squarely in the range of awards in this Circuit. *See Florin*, 34 F.3d at 565 ("Because class counsel have requested a multiplier of 1.53, the district court need not worry about exceeding what we have suggested is a sensible ceiling of double the lodestar."); *Harman*, 945 F.2d at 976 ("Multipliers anywhere between one and four have been approved."); *In re NCAA,* 332 F.R.D. at 225–26 (finding 1.5 multiplier in lodestar crosscheck supported award of $12,702,066 and adding $500,000 in potential future fees); *In re Dairy Farmers*, 80 F. Supp. 3d at

849 (awarding a fee that equated to a multiplier of 1.34 on a lodestar cross-check).[3] Thus, a lodestar cross-check also supports the requested fee award.

IV. The Court Should Award Litigation Expenses and Costs Incurred and Settlement Administration Costs.

Class counsel are also entitled to reimbursement of reasonable expenses incurred in the litigation. Fed. R. Civ. P. 23(h); *see In re NCAA*, 332 F.R.D. at 226 (finding $750,000 in expenses reasonable, "given the scope and duration of this litigation"); *In re Dairy Farmers of Am., Inc.*, 80 F. Supp. 3d 838, 853 (N.D. Ill. 2015) (awarding $482,749.95 for reasonable litigation costs and expenses); *In Re Turkey Antitrust Litigation*, 1:19-CV-08318, Doc. 1358 (N.D. Ill July 30, 2025) (awarding additional interim litigation expenses because they were reasonable and necessary). As long as Class Counsel can "submit bills with the level of detail that paying clients find satisfactory, a federal court should not require more." *Synthroid I*, 264 F.3d at 722.

Here, Class Counsel spent over three years in this litigation, incurring significant, but necessary, costs, including substantial expert costs incurred with supporting their motions for class certification, summary judgment, and trial preparation, which their firms funded. These costs were reasonable and should be reimbursed. Class Counsel's intention to receive reimbursement was sent to the Class in the Court-approved forms of Notice. Doc. 4-1, Ex. B, PageID#167. Class Counsel have summarized their actual total litigation costs and expenses, and also possess

[3] *See also Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 598 (N.D. Ill. 2011) (requested award "represent[s] a multiplier of less than 2.5, which is not an unreasonable risk multiplier") (citation omitted).

supporting documentation, in the form of invoices, receipts, or similar, and can submit them for Court review if necessary. Regan Decl. ¶¶ 32–33; Bourne Decl. ¶¶11-12; Harris Decl. ¶ 15; Hinchcliff Decl. ¶ 7; Power Decl. ¶ 7. Based on these records, all counsel have incurred $1,194,359.76 in expenses, which should be reimbursed.

Similarly, settlement administration costs should also be paid out of the common fund, because these costs were adequately disclosed in the Notice, have not been objected to, and are typically awarded from the common fund. *See Kolinek v. Walgreen Co.,* 311 F.R.D. 483, 500 (N.D. Ill. 2015)(awarding administrative costs); *Bartlett v. City of Chicago*, No. 15-11899, 2017 WL 11885188, at *1–2 (N.D. Ill. Jan. 31, 2017) (allowing settlement administration costs when the "Notice Packet [] adequately informed the Settlement Class Members of the Settlement Administrator . . ."). Class Counsel therefore request that the Court award $175,000, in settlement administration and costs of notice incurred to date and anticipated costs to distribute the settlement, as well for future costs for the administration of the settlement, establishment of the Qualified Settlement Fund, and costs of distribution.

V. The Named Plaintiffs Deserve the Requested Service Awards.

Finally, Class Counsel move for approval of service awards to the Class Representatives. These representatives deserve service rewards to be paid out of the settlement fund to recognize the time and effort they invested in this case for the benefit of the Class. Without their involvement and willingness to be the public face of this litigation, there would have been no Settlement.

Courts consider various factors when determining an appropriate service award, including "the actions the [representative] has taken to protect the interests

of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the [representative] expended in pursuing the litigation." *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *see also Corzo*, 2024 WL 3506498, at *8 (holding $20,000 service award was reasonable because the "Settlement Class benefitted substantially from the Class Representatives' actions, as this case would not exist without their assistance in the prosecution of this Action"). Throughout the case, the Class Representatives consulted with Class Counsel, reviewed and approved pleadings, collected and produced documents, stayed informed about the case, and carried out similar tasks. Regan Decl. ¶ 37. Approximately half responded to written discovery; the Class Representatives in the *Sewall* and *Richmond* actions also appeared for depositions. *See id*; *see also In Re Turkey Antitrust Litigation*, 1:19-CV-08318, Doc.1358 (N.D. Ill July 30, 2025) (using these same actions to support granting a service award). None were promised extra compensation for these efforts. Regan Decl. ¶ 35. Instead, they committed their time and energy to addressing Defendants' alleged misconduct. Their contributions were critical to the success of this litigation, and Plaintiffs respectfully submit that they deserve these service awards.

CONCLUSION

Plaintiffs respectfully request that the Court award counsel $10,950,000 in attorneys' fees, approve reimbursement of $1,194,359.76 for litigation costs and expenses, $175,000 in settlement administration costs, and $105,000 in service awards to the Class Representatives.

Respectfully submitted,

Date: October 14, 2025 By: */s/Anne T. Regan*

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