IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ÷ COUNTY DEPARTMENT, CHANCERY DIVISION

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BARB LHOTA, JORGE P. NEWBERY, MONDUOUKPE SEYIVE BANI A MEDEGAN FAGLA, CRISTINA HEER, MORGAN STRUNSKY, QIXIN CHEN, BEICHEN SHI, and RICHARD DELANO CORNELL, individually and on behalf of all others similarly situated, Plaintiffs, v. MICHIGAN AVENUE IMMEDIATE CARE, S.C. Defendant.	Case No. 2022-CH-06616 Judge: Hon. Pamela McLean Meyerson

CORRECTED MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to this Court's April 5, 2023 Order, Plaintiffs Barb Lhota, Jorge P. Newbery, Monduoukpe Seyive Bani A Medegan Fagla, Cristina Heer, Morgan Strunsky, Qixin Chen, Beichen Shi, and Richard Delano Cornell ("Plaintiffs") respectfully move for final approval of the class-wide Settlement Agreement entered into between the Parties to this Action, a true and correct copy of which is attached as **Exhibit 1** to the Declaration of Raina C. Borrelli ("Borrelli Decl.") filed herewith.[1] Defendant does not oppose this Motion.

INTRODUCTION

On April 5, 2023, this Court preliminarily approved the class action settlement between Plaintiffs and Defendant Michigan Avenue Immediate Care, S.C. ("MAIC" or "Defendant") (together with Plaintiffs, the "Parties") and directed that notice be sent to the Settlement Class.

[1] Unless otherwise defined herein, all capitalized terms have the same force, meaning and effect as ascribed in Paragraph 1 ("Definitions") of the Settlement Agreement.

See Borrelli Decl ¶3. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached the Settlement Class. *See* Declaration of Tina Chiango ("Chiango Decl.") ¶¶4-6. The reaction from the Settlement Class has been overwhelmingly positive. Specifically, out of 133,969 Settlement Class members, there have been only 13 requests for exclusion and 0 objections. *See id*. ¶9, Ex. B. The Settlement is an excellent result for the Class and the Court should grant final approval.

The Settlement's strength speaks for itself: it creates a non-reversionary Settlement Fund of $850,000 from which Settlement Class members may either claim a *pro rata* Alternative Cash Payment of $50.00 or a Lost Time and Out-of-Pocket Losses claim of $25.00 per hour up to four hours and out-of-pocket losses claim of up to $2,500.00 for out-of-pocket losses.

Critically, the Settlement was reached despite substantial risk of non-recovery. An adverse decision during litigation had the possibility of depriving the Settlement Class, or at least a substantial portion thereof, of any recovery whatsoever.

For these reasons, and as explained further below, the Settlement is fair, reasonable, and adequate, and warrants this Court's final approval.

FACTUAL AND PROCEDURAL BACKGROUND

On July 8, 2022, Plaintiff Barb Lhota filed the first putative class action in the Circuit Court of Cook County, County Department, Chancery Division. *See* Borrelli Decl. ¶2. Several other cases were filed, both in the Circuit Court of Cook County and the United States District Court for the Northern District of Illinois. Plaintiffs in each action alleged that Defendant failed to take the necessary care to protect the personally-identifiable information ("PII") and protected health information ("PHI") of Plaintiffs and the putative class in violation of common law and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*

The Parties agreed to mediate, and on November 2, 2022, conducted an all-day mediation before the Honorable Stuart Palmer (ret.) of JAMS. While the mediation did not resolve the case, the parties continued negotiating, and on January 27, 2023, they executed a settlement agreement.

On February 6, 2023, Plaintiffs filed an Amended Class Action Complaint incorporating into the *Lhota* Action all later-filed actions, effectively consolidating the actions for purposes of resolution. On February 17, 2023, Plaintiffs moved for preliminary approval of the class action settlement, which this Court heard on March 3, 2023. This Court entered and continued the preliminary approval for additional briefing on matters relating to class notice, and on Plaintiffs' renewed motion, this Court granted preliminary approval on April 5, 2023. Plaintiffs filed their fee petition on June 5, 2023, and now file their motion for final approval of the class action settlement.

TERMS OF THE SETTLEMENT

The key terms of the Settlement, attached to the Borrelli Declaration as Exhibit 1, are briefly summarized as follows:

A. Class Definition

The "Settlement Class" is defined as:

> "the 144,104 individuals identified on the Defendant's Settlement Class List whose certain personal information and certain health-related information was involved in the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over these Actions, and members of their direct family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parent companies have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline."

Borrelli Decl. Ex 1, Settlement ¶39. The Settlement Class was revised to 133,969 members when the Claims Administrator de-duplicated certain class member records, and was further

reduced to 133,956 after receipt of the 13 requests for exclusion.

B. Monetary Relief

Defendant will establish a non-reversionary Settlement Fund of $850,000, from which each Settlement Class Member will receive either an Alternative Cash Payment of $50.00 or a Lost Time and Out-of-Pocket Losses Claim of up to $100.00 in time (at $25.00 per hour) and up to $2500.00 in documented out-of-pocket losses. Borrelli Decl. Ex 1, Settlement ¶¶46-47, 50.

C. Release

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all "Released Persons," as defined in ¶34 of the Settlement, will receive a full release of all claims arising out of or related to the Data Incident. *See id*. ¶¶11, 67-71.

D. Notice And Administrative Expenses

The Settlement Fund will be used to pay the cost of sending the Notice set forth in the Amended Settlement Agreement and any other notice as required by the Court, as well as all costs of administration of the Settlement. *See id*. ¶50.

E. Service Award, Attorneys' Fees, Costs, And Expenses

In recognition of his efforts on behalf of the Settlement Class, Defendant agreed that each Named Plaintiff may receive, subject to Court approval, an incentive award of up to $1,000 from the Settlement Fund, as appropriate compensation for his time and effort serving as Class Representatives and as party to the Action. *See id.* ¶72. Defendant agreed not to oppose any request limited to this amount. *See id*. Defendant also agreed that the Settlement Fund will also be used to pay Class Counsel reasonable attorneys' fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *See id.* ¶74. Class Counsel agreed to petition the Court for attorneys' fees, costs, and expenses of no more than 35% of the Settlement Fund and expenses of no more than $20,000. *See id.* ¶74. These awards are subject to this Court's

approval, which Plaintiffs moved for separately on June 5, 2023 (the "Fee Petition"). That motion is unopposed.

CLASS ACTION SETTLEMENT APPROVAL PROCESS

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002) (hereinafter "*Newberg*").

Courts review proposed class action settlements using a well-established two-step process. *Newberg* § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval." *Newberg*, § 11.25, at 38–39; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). If the Court finds the settlement proposal is "within the range of possible approval," the case proceeds to the second step in the review process: the final approval hearing. *Newberg*, § 11.25, at 38–39.

Plaintiff is presently at the second step of this two-step process.

ARGUMENT

Upon final approval, the Settlement reached in this matter will provide Settlement Class Members with substantial financial compensation and prospective relief that they would have been unlikely to obtain otherwise. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class, and because the Notice Plan effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court. The unopposed motion for a service award and fee award

should also be approved in these circumstances.

I. THE COURT SHOULD GRAND FINAL APPROVAL OF THE SETTLEMENT

Section 2-801 provides that a court may approve a proposed class settlement "on a finding that it is fair, reasonable, and adequate." 735 ILCS 5/2-801; *see* Fed. R. Civ. P. 23(e)(2). "[T]here exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation[.]" *Sec. Pac. Fin. Serv. v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994); *see also McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 13 ("There is a strong public policy in favor of settling [class actions]."); Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* ("Newberg") § 11.41 (4th ed. 2002) ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). Where, as here, the settlement is the product of arm's-length negotiations between sophisticated parties, courts attach to the settlement a presumption of fairness, adequacy, and reasonableness. *See Lebanon Chiropractic Clinic, P.C. v. Liberty Mut. Ins. Co.*, 2016 IL App (5th) 150111-U, ¶ 42 ("Where the procedural factors support approval of a class action s settlement, there is a presumption that the settlement is fair, reasonable, and adequate.").

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: "(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed." *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Armstrong*, 616 F.2d at 314.

In this case, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, and the Court should grant final approval.

A. The Settlement Provides Substantial Relief

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: each Settlement Class Member will receive either a $50 Alternative Cash Payment or a Lost Time and Out-of-Pocket Expenses payment of up to $100.00 in time plus up to $2500.00 in documented out-of-pocket losses.

Although Plaintiffs believe they would likely prevail on their claims, they are also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant was actually liable for the conduct of third-party hackers. An adverse decision would have deprived the Settlement Class, or at least a substantial portion thereof, of any recovery whatsoever. Thus, the unsettled nature of several potentially dispositive threshold issues in this case poses a significant risk to Plaintiffs' claims and will add to the length and costs of continued litigation. Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class. And "[t]he standard for class settlement approval is not whether the parties could have done better—the standard is whether the compromise was fair, reasonable, and adequate. . . . A trial court cannot reject a settlement solely because it does not provide a complete victory to the class members." *Lebanon*, 2016 IL App (5th) 150111-U, ¶ 50.

In addition to any defenses on the merits Defendant would raise, should litigation continue Plaintiff would also be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk,

complexity, time and cost associated with continued litigation.") (internal citations omitted). "If the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result." *Id*. Approval would allow Plaintiffs and the Settlement Class Members to receive meaningful and significant payments now, instead of years from now or not at all. *See id*. at 582.

Additionally, the fairness, reasonableness, and adequacy of the instant Settlement are supported by previously approved settlements, which provide comparable or, in many cases, comparable to that achieved for the class here. For example, in *McNicholas et al. v. Illinois Gastroenterology Group, PLLC*, Case No. 22-LA-173 (Cir. Ct. Lake Cty.), settlement class members were eligible for an alternative cash payment of $50.00 or reimbursement of ordinary out-of-pocket expenses up to $200.00, including 3 hours of lost time payable at $25 per hour, or $5000.00 for extraordinary losses, with no option for an alternative cash payment pr residual cash payment. That settlement received final approval.

B. Defendant's Ability To Pay

The second factor that can be considered by the Court is the Defendant's ability to pay the settlement sum. Defendant's financial standing has not been placed at issue here.

C. Continued Litigation Is Likely To Be Complex, Lengthy, And Expensive

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the resulting litigation would be substantial. Not only would the Parties have to undergo significant motion practice before any trial on the merits is even contemplated, but evidence and witnesses from throughout the State of Illinois and beyond would have to be assembled for any trial. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely

appeal both any decision on the merits as well as on class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

D. There Has Been No Opposition To The Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972.

Following the implementation of the Notice plan set forth in the Settlement Agreement, the Settlement Class's reaction to the Settlement has been overwhelmingly favorable. In accordance with the Notice plan, the Settlement Administrator successfully provided direct notice to 92.8% of the Settlement Class by mail or email. *See* Chiango Decl. ¶6. Moreover, **zero** Settlement Class Members have objected to the Settlement and only 13 Settlement Class Members have requested to be excluded from the Settlement. *See id*. ¶¶9-10, Ex. B.[2] Accordingly, the fourth and sixth factors weigh in favor of granting final approval.

E. The Settlement Was The Result Of Arm's-Length Negotiations Between The Parties After A Significant Exchange Of Information

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972.

There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. *See Newberg*, § 11.42; *see also Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 21, 52 N.E.3d 427, 441 (finding no

[2] The deadline for Class Members to object to or request to be excluded from the Settlement was May 15, 2023. *See* Fraietta Decl. Ex. 2, 03/10/2023 Preliminary Approval Order ¶¶ 16-17, 21.

collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'"). Here, the Settlement was reached only after arm's-length negotiations between counsel for the Parties. Moreover, negotiations began only after an exchange of information regarding the size and composition of the Settlement Class. Such an involved process underscores the non-collusive nature of the proposed Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of preliminary approval.

F. The Settlement Agreement Has Support Of Experienced Class Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak,* 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel's qualifications under this factor. *Id*. Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. Further, due to the defenses Defendant has indicated that it would raise should the case proceed through litigation—and the resources Defendant has committed to defend and litigate this matter—it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. Given Class Counsel's extensive experience litigating similar class action cases in federal and state courts across the country, this factor also weighs in favor of granting preliminary approval. *See* Borrelli Decl. ¶5; Declaration of Raina Borrelli in Support of Plaintiffs' Motion for Preliminary, Ex. 2 (firm resumes of class counsel); *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement in light of its experience prosecuting similar cases).

G. The Parties Exchanged Information Sufficient To Assess The Adequacy Of The Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *See Korshak*, 206 Ill. App. 3d at 972. Here, the Parties exchanged information regarding the facts and size of the class during formal discovery, and thoroughly investigated the facts and law relating to Plaintiff's allegations and Defendant's defenses. Borrelli Decl., ¶6. Accordingly, this factor also weighs in favor of preliminary approval.

II. THE SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

As part of Plaintiffs' final approval motion, Plaintiffs respectfully ask this Court to grant class certification to the Settlement Class under 735 ILCS 5/2-801 and 735 ILCS 5/2-802. Settlement classes are routinely certified in consumer data breach cases.[3] There is nothing unique about this case that would counsel otherwise. This Court already found that it likely would certify the Settlement Class when it preliminarily approved the Settlement. The Class still meets the requirements of numerosity, commonality, typicality, and adequacy, and because common issues predominate and a class action is the appropriate method of litigating the controversy, the Court should certify the Settlement Class for settlement purposes. Where nothing has changed relative to the 735 ILCS 5/2-801 and 735 ILCS 5/2-802 factors since preliminary approval, that decision

[3] *See, e.g.*, *Abubaker v. Dominion Dental USA, Inc.,* No. 1:19-cv-01050, 2021 WL 6750844 (E.D. Va. Nov. 19, 2021); *Hutton v. Nat'l Bd. of Examiners in Optometry, Inc.,* No. l:16- cv-03025, 2019 WL 3183651 (D. Md. July 15, 2019); *In re Equifax Inc. Customer Data Security Breach Litig.,* No. l:17-md-2800-TWT, 2020 WL 256132 (N.D. Ga. March 17, 2020), *aff'd in relevant part* 999 F.3d 1247 (11th Cir. 2021), *cert. denied sub nom. Huang v. Spector,* 142 S. Ct. 431 (2021), and *cert. denied sub nom. Watkins v. Spector,* 142 S. Ct. 765 (2022); *In re Anthem, Inc. Data Breach Litig.,* 327 F.R.D. 299 (N.D. Cal. 2018); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.,* 341 F.R.D. 128 (D. Md. 2022) (certifying certain statewide classes; Rule 23(f) appeal granted).

should be made final, for the reasons set forth in the Plaintiffs' Preliminary Approval Motion and Supporting Memorandum.

III. NOTICE OF THE SETTLEMENT SATISFIED DUE PROCESS

The Court previously approved the Notice Plan proposed in this case and found it satisfied all requirements of due process and 735 ILCS 5/2-803. Here, as set out above, the Settlement Administrator issued notice in the best practicable manner by directly notifying a substantial portion of the Class via direct mail notice. The reach rate of the notice program was estimated to be nearly 93% by RG/2, a rate that far exceeds the 70% threshold. *See, e.g.*, Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* 1 (2010) (recognizing the effectiveness of notice that reaches between 70 and 95 percent of the class); *In re Tiktok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 928 (N.D. Ill. 2022) (granting final approval and finding notice that "clear[ed] the Federal Judicial Center's seventy-percent threshold" adequate). Such notice complies with the program approved by this Court in its Preliminary Approval Order, is consistent with Notice Programs approved in the Illinois, the federal Seventh Circuit, and across the United States, is considered a "high percentage," and is within the "norm." *See* Barbara J. Rothstein & Thomas E. Willging, *Managing Class Action Litigation: A Pocket Guide for Judges*, 27 (3d ed. 2010).

Because the class notice and notice plan set forth in the Settlement Agreement satisfy the requirements of due process and provide the best notice practicable under the circumstances, the Settlement is due to be finally approved.

IV. THE UNOPPOSED MOTION FOR A SERVICE AWARD AND FEE AWARD SHOULD BE APPROVED

Because no objections were filed in opposition to Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award (the "Fee Petition"), and because all factors in favor of

granting final approval of the Settlement have been met, the Court should also approve the requested Service Award to Plaintiff, and the Fee Award to Class Counsel.

The Fee Petition was filed on June 5, 2023, and was uploaded to the Settlement website that same day, as directed by this Court's Order granting preliminary approval. In addition, the Class Notice was sent to all Settlement Class Members even before the Fee Petition was filed and fully informed the Settlement Class Members of the maximum amount of the Service Award and Fee Award that Class Counsel and Plaintiff would seek. Accordingly, Settlement Class Members had ample opportunity to consider the merits of the Fee Petition. However, no objections to the Fee Petition were filed, and no Settlement Class Members even informally expressed any dissatisfaction with the requested Service Award or Fee Award. The lack of any opposition is not surprising because, as discussed above, the Settlement provides substantial cash benefits to the Settlement Class.

Moreover, the request for 35% of the Settlement Fund (*i.e.*, $297,500) in attorneys' fees, is well within the range of fee awards approved by courts in Cook County in class action cases. *See, e.g.*, *Sekura v. L.A. Tan Enters., Inc.*, No. 2015-CH-16694 (Ill. Cir. Ct., Cook Cnty. Dec. 1, 2016) (Garcia, J.) (40% fee award based on percentage-of-the-fund); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-02140 (Ill. Cir. Ct., Cook Cnty. 2018) (Atkins, J.) (same); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Ill. Cir. Ct., Cook Cnty. 2018) (Larsen, J.) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Ill. Cir. Ct., Cook Cnty. Apr. 8, 2019) (Flynn, J.) (same); *McGee v. LSC Commc'ns, Inc.*, No. 2017-CH-12818 (Ill. Cir. Ct., Cook Cnty. Nov. 11, 2019) (Atkins, J.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Ill. Cir. Ct., Cook Cnty. Jan. 22, 2020) (Moreland, J.) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Ill. Cir. Ct., Cook Cnty. July 21, 2020) (Mullen, J.) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Ill. Cir. Ct., Cook Cnty. Nov. 12, 2020) (Moreland, J.)

(same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Ill. Cir. Ct., Cook Cnty. Dec. 14, 2020) (Walker, J.) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Ill. Cir. Ct., Cook Cnty. Apr. 8, 2021) (Hall, J.) (same); *Freeman-McKee v. Alliance Ground Int'l, LLC*, No. 2017-CH-13636 (Ill. Cir. Ct., Cook Cnty. June 15, 2021) (Demacopoulos, J.) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Ill. Cir. Ct., Cook Cnty. June 25, 2021) (Loftus, J.) (same); *Willoughby v. Lincoln Insurance Agency, Inc.*, No. 2022-CH-01917 (Ill. Cir. Ct., Cook Cnty. Oct. 4, 2022) (Cohen, J.) (same).

For the reasons stated in the unopposed Fee Petition, and because no Settlement Class Member has voiced any opposition or objection to the requested Fee Award or Service Award, Plaintiff and Class Counsel respectfully request that the Court approve the requested Service Award and Fee Award.

CONCLUSION

For the reasons stated above and in the unopposed Motion for Preliminary Approval and unopposed Fee Petition, Plaintiffs respectfully request that the Court enter an Order granting final certification of the settlement class, granting final approval of the Settlement, and approving the requested Service Award and Fee Award.[4]

Dated: August 1, 2023

By: */s/ Raina C. Borrelli*

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[4] A proposed Final Order and Judgment is submitted herewith.

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Additional Counsel for Plaintiffs and the Proposed Settlement Class

CERTIFICATE OF SERVICE

I, Raina C. Borrelli, hereby certify that I electronically filed the foregoing with the Clerk of the Court using the Odyssey eFileIL system, which will send notification of such filing to counsel of record via the Odyssey eFileIL system.

DATED this 1st day of August, 2023.

TURKE & STRAUSS LLP

By: */s/ Raina C. Borrelli*

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