

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

HARVEY MILLER and TODD
K. LAMUNYON, individually,
and as Representatives of a Class
of Participants and Beneficiaries
of the Packaging Corporation of
America Retirement Savings
Plan For Salaried Employees,

Plaintiffs,

v.

PACKAGING CORPORATION OF
AMERCIA, INC., et al.

Defendants.

Case No: 1:22-cv-00271

Judge Hala Y. Jarbou

Magistrate Judge Ray Kent

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS, SETTLEMENT
ADMINISTRATIVE EXPENSES, AND CASE CONTRIBUTION AWARDS**

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INTRODUCTION

In light of the Settlement that they have achieved for the participants and beneficiaries of the Packaging Corporation of America Retirement Savings Plan for Salaried Employees (“Plan”) at issue in this case, Plaintiffs Harvey Miller and Todd K. Lamunyon, as well as Class Counsel, respectfully petition the Court to approve: (1) attorneys’ fees to Class Counsel in the amount of \$433,333 (one-third of the \$1,300,000 hundred thousand Gross Settlement Amount); (2) reimbursement of \$25,534.25 in litigation costs; (3) \$36,849 in settlement administration expenses and \$15,000 in independent fiduciary fees; and (3) case contribution awards in the amount of \$7,500 to each of the named Plaintiffs.

As discussed below, the requested distributions are appropriate and reasonable in comparison to awards in similar cases. Class Counsel’s requested one-third fee is authorized under the Settlement, *see Settlement Agreement, Dkt. 76-1, § 7.2*, and is consistent with the amount typically awarded in complex ERISA cases such as this. Likewise, the proposed \$7,500 service award for each of the named Plaintiffs is also authorized under the Settlement, *see id., § 7.1*, and well within the bounds of what has been approved in other ERISA cases. Finally, the requested litigation costs are typical and reasonable in comparison to other cases. Accordingly, Plaintiffs and Class Counsel respectfully request that the Court approve the requested distributions. As of the date of this motion, only one ClassMember has objected to the proposed distributions. Defendants take no position directly or indirectly on Class Counsel’s application for attorneys’ fees and expenses, because Class Counsel has not requested an award of attorneys’ fees higher than one-third of the Settlement Amount, totaling \$433,333.33, and has not requested litigation costs that exceed \$50,000 or administration costs that exceed \$50,000. *Settlement Agreement, §§ 7.1-7.2.*

BACKGROUND

I. PLEADINGS AND MOTIONS

Plaintiffs Harvey Miller and Todd K. Lamunyon filed this action on March 23, 2022, *Dkt. 1*, and then filed an amended complaint on June 17, 2022. *Dkt. 14*. In their Amended Complaint, Plaintiffs allege that during the putative Class Period (March 23, 2016, through the date of judgment), Defendants, as fiduciaries of the Plan, as that term is defined under ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), breached the duty of prudence they owed to the Plan by requiring the Plan to pay excessive recordkeeping fees and managed account fees, and by failing to remove their high-cost recordkeepers and consultants, Alight Financial Solutions, LLC, and Aon Consulting (collectively “Alight”). *Id.*, ¶ 6. Plaintiffs alleged that Defendants breached their fiduciary duty of prudence also by offering needlessly expensive investment options, including unnecessary, high-cost share classes. *Id.* ¶ 7. On August 19, 2022, Defendants filed a motion to dismiss the Amended Complaint, *Dkts. 28-29*, and the parties briefed that motion through numerous notices of supplemental authorities. *Dkts. 30-44*. Thereafter, on March 30, 2023, the Court denied in part and granted in part Defendants’ motion to dismiss the Amended Complaint, dismissing the recordkeeping and managed account claims and allowing the investment claim to proceed. *Dkt. 46*.

Defendants then Answered the Amended Complaint on April 27, 2023, *Dkt. 49*. The Court then granted Plaintiffs’ motion for leave to file a second amended complaint to add Plaintiff Lamunyon and Plan investment underperformance claims on May 17, 2023. *Dkts. 58-59*. Defendants filed a motion to dismiss the Second Amended Complaint on June 14, 2023. *Dkts. 62-63*. Thereafter, Plaintiffs filed a motion to certify the class on June 28, 2023. *Dkts. 66-70*.

II. MEDIATION, AND SETTLEMENT

The Parties engaged in a full-day facilitative mediation with a neutral mediator, Robert Meyer, on

July 5, 2023,¹ *Secunda Decl.* ¶ 10, and the Parties reached a settlement in principle. On July 7, 2023, the parties entered into a proposed stipulation staying the matter to allow the parties to draft a Settlement, *Dkt.* 71, and the Court entered a stay on the same day. *Dkt.* 72. The Parties then prepared the comprehensive Settlement Agreement, *Secunda Decl.* ¶ 11, and the Court preliminary approve the Settlement Agreement on October 2, 2023. *Dkt.* 79.

III. SETTLEMENT TERMS AND PRELIMINARY APPROVAL

Under the Settlement, PCA will contribute \$1,300,000 million dollars to a common settlement fund. *Settlement* § 1.43. After accounting for any Attorneys' Fees and Costs, Administrative Expenses, Independent Fiduciary fees, and class representative service awards approved by the Court, all of which shall be paid from the Settlement Fund, the Net Settlement Amount will be distributed to eligible Class Members. *Id.* § 3.1.

The Plan of Allocation will be prepared by Class Counsel and filed with the motion for final approval of settlement agreement, reviewed by Defendants, and eventually approved by Court. *Id.* § 3.2.(a). Class Counsel has retained Analytics Consulting LLC² as the Settlement Administrator, and the Court has approved Analytics, ECF No. 79, ¶ 3, to calculate the amounts payable to Settlement Class Members. *Id.* §4.1.

For those Settlement Class Members who have an account in the Plan as of the date of entry of the Final Approval Order (the "Current Participants"), the distribution will be made automatically into his or her account in the Plan. *Id.* § 3.2.1(a). For those Settlement Class Members who no longer have an account in the Plan at the time of the distribution of the share amounts owed to Class

¹ Mr. Meyer is an experienced mediator who has successfully facilitated the resolution of numerous complex class actions, including ERISA class actions. *Secunda Decl.* ¶ 10 & Ex. B.

² Analytics Consulting, LLC has been selected as the Settlement Administrator, and has extensive experience administering similar ERISA class action settlements. *Id.* § 1.45; *Secunda Decl.* ¶ 38-8.

Members (the “Former Participants”), the Settlement Administrator shall issue a check from the Settlement Fund to each Former Participant in the amount equaling his or her pro-rata share of the Net Settlement Amount.³ *Id.* §3.2.2(a). To date, no objections to the Settlement or the requested distributions have been received. *Declaration of Paul Secunda in Support of Motion for Attorneys’ Fees and Costs, Administrative Expenses, and Class Representatives Service Awards (“Secunda Decl. for Attorneys’ Fees”)* ¶ 30.

IV. WORK OF CLASS COUNSEL

Class Counsel have expended significant time and effort prosecuting this action and achieving the Settlement on behalf of the Class. This work is detailed in the accompanying declaration from Class Counsel, and is briefly summarized below.

A. Work Conducted to Date

Prior to filing this action, Class Counsel undertook an extensive investigation of the factual and legal bases for Plaintiff’s claims. *Secunda Decl.* ¶ 8. Thereafter, Class Counsel vigorously prosecuted the action on behalf of the Class. Among other things, Class Counsel: (1) drafted the initial class action Complaint; (2) met and conferred with Defendants’ counsel; (3) reviewed hundreds of pages of Plan documents; (4) briefed and partially defeated a motion to dismiss; (5) briefed a class certification motion; (6) drafted a written mediation statement; (7) participated in a full-day facilitative mediation with Defendants and extensive negotiations thereafter; and (8) consulted with the Class Representatives throughout the course of the case. *Secunda Decl. for Attorneys’ Fees*, ¶ 17.

Class Counsel also have undertaken considerable work in connection with the Settlement and settlement administration. This has included: (1) drafting the Settlement Agreement and exhibits thereto; (2) preparing Plaintiff’s Preliminary Approval Motion papers; (3) reviewing the bid from the Settlement Administrator; (4) reviewing the final drafts of the Settlement Notices, and ensuring that

³ Under no circumstances will any monies revert to Defendants. Any checks that are uncashed will be paid into the Plan for the purpose of defraying administrative expenses. *Id.* § 3.4.

they were mailed; (5) working with the Settlement Administrator to create a settlement website, telephone support line for Class Members, and Plan of Allocation; (6) communicating with Class Members; and (7) preparing the present motion. *Id.*

B. Remaining Work to Be Performed

Class Counsel's work on this matter remains ongoing. Prior to the Fairness Hearing in February 2024, Class Counsel will communicate with the Independent Fiduciary as part of its review of the proposed Settlement on behalf of the Plan, draft Plaintiffs' motion for final approval of the Settlement, and respond to any objections. *Secunda Decl. for Attorneys' Fees* ¶ 20. Class Counsel will then attend the Fairness Hearing in Lansing, Michigan, and if final approval is granted, supervise the distribution of payments to Class Members. *Id.* In addition, Class Counsel will continue to respond to questions from Class Members and take any other actions necessary to support the Settlement until the end of the Settlement Period. *Id.*

V. WORK OF CLASS REPRESENTATIVES

The Class Representatives also have worked to advance the interests of the class. Among other things, the Class Representatives: (1) reviewed the allegations in the Complaint and Amended Complaint bearing their names; (2) provided information to counsel in connection with the lawsuit; (3) communicated with counsel regarding the litigation and Settlement; (4) provided Declarations in support of the class certification motion; and (5) reviewed the Settlement Agreement in its entirety before giving their approval. *Id.* ¶ 28; *see also Dkts. 77, 78* (Class Representatives' Declarations).

VI. WORK OF THE SETTLEMENT ADMINISTRATOR AND INDEPENDENT FIDUCIARY

In order to be administered and effectuated, the Settlement also requires time, resources, and expertise from several non-parties. Analytics, as the approved Settlement Administrator, disseminated the Settlement Notices to Class Members per the Court's preliminary approval order, and established

the settlement website and telephone support line. *Secunda Decl. for Attorneys' Fees* ¶ 25. Analytics also will implement the Plan of Allocation and coordinate distribution of payments to Class Members in the event that the Settlement receives final approval. *Settlement Agreement* § 4.1. Analytics will hold the monies in the Settlement Fund while approval of the Settlement and distributions to Class Members are pending. *See id.*, §§ 4.4-4.5; *Secunda Decl. for Attorneys' Fees* ¶ 25. Upon final approval of the Settlement, Analytics will release these funds. *Settlement Agreement* § 4.1.

Finally, the Independent Fiduciary, to be retained by Defendants, will review the Settlement, and independently determine whether it is in the best interest of the Plan to release the claims against Defendants in exchange for the relief provided. This independent review is called for by DOL regulations,⁴ and is also required by Section 2.6 of the Settlement Agreement.

VII. REQUESTED ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATIVE EXPENSES, AND CASE CONTRIBUTION AWARDS

In consideration of the work and expenses summarized above, the Settlement provides that Plaintiffs may seek (1) reasonable attorneys' fees of no more than one-third of the Gross Settlement Amount of \$1,300,000; (2) reasonable litigation costs up to \$50,000; and (3) settlement administrative costs and independent fiduciary fees; and (4) service award of up to \$7,500 for each of the Class Representatives. *Settlement Agreement* §§ 7.1-7.2. Accordingly, Plaintiffs seek the following amounts in connection with this motion:

- Attorneys' fees: \$433,333.33 (one-third of the Settlement Fund)
- Litigation Costs: \$25,534.25
- Settlement Administrative Expenses: \$36,849.00
- Independent Fiduciary Fees: \$15,000
- Case Contribution Awards: \$15,000 (\$7500 each)

⁴ *See* Prohibited Transaction Exemption 2003-39, 68 Fed. Reg. 75632, as amended, 75 Fed. Reg. 33830.

ARGUMENT

I. STANDARD OF REVIEW

When counsel obtain a settlement for a class, courts “may award reasonable attorneys’ fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Here, the requested distributions are authorized both under Section 7 of the Settlement, *see Settlement Agreement* §§ 7.1-7.2, and by applicable law.

The United States Supreme Court has consistently recognized that “a litigant or a lawyer who recovers a common fund [for the benefit of a class] is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). Likewise, “reasonable expenses of litigation” may be recovered from a common fund, *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 391–92 (1970), as well as administrative expenses of settlement. *See Karpik v. Huntington Bancshares Inc.*, 2021 WL 757123, at *9 (S.D. Ohio Feb. 18, 2021.) Finally, case contribution awards may be granted in ERISA cases to compensate class representatives for the risks they assumed in enforcing the statute on behalf of the class. *See Dilworth v. Case Farms Processing, Inc.*, 2010 WL 776933, at *7 (N.D. Ohio Mar. 8, 2010.) In summary, the requested distributions are customary in a class action suit such as this and should be approved for the reasons set forth below.

II. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS’ FEES

“When awarding attorney’s fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved.” *Ramlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993.) District courts in this Circuit apply a two-part analysis to assess the reasonableness of an attorney fee petition. *See In re Cardinal Health Inc. Sec. Litigs.*, 528 F. Supp. 2d 752, 760 (S.D. Ohio 2007). First, the court must determine the appropriate method to calculate the fees, using either the percentage of fund or the lodestar approach. *Id.* Whichever method

is utilized, the Sixth Circuit requires “only that awards of attorney's fees by federal courts in common fund cases be reasonable under the circumstances.” *Rawlings*, 9 F.3d at 516. Second, the Court must consider six factors to assess the reasonableness of the fee. See *Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009.) Here, the Court should apply the percentage of the fund method. See, e.g., *Gascho v. Global Health Fitness Holdings, LLC*, 822 F.3d 269, 279 (6th Cir. 2016.)

The Court should consider the following six factors in determining whether the fee request is reasonable under the circumstances: (1) the value of the benefit rendered to the plaintiff class; (2) the value of the services; (3) whether the services were undertaken on a contingent fee basis; (4) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel involved on both sides. See *Moulton*, 581 F.3d at 352. All of these factors weigh in favor of approving the requested award of attorney's fees.

First. The benefit conferred, \$1,300,000 million recovery, is in line with settlements in other ERISA cases involving similar claims and represents a fair and reasonable outcome in light of the substantial risks associated with such cases. Additionally, based on Plaintiff's estimates, the Gross Settlement Amount represents 13.3% of the alleged investment harm to the Plan (approximately \$9.8 million). *Secunda Decl.*, ¶ 4. This is also consistent with other class action settlements. See, e.g., *Sims v. BB&T Corp.*, 2019 WL 1995314, at *5 (M.D.N.C. May 6, 2019) (approving \$24 million ERISA 401(k) settlement that represented 19% of estimated damages in connection with similar claims involving proprietary funds and allegedly excessive recordkeeping expenses); *In re Polyurethane Foam Antitrust Litigation*, 2015 WL 1639269, at *5 (N.D. Ohio Feb. 26, 2015) (“A settlement figure that equates to roughly 18 percent of the best-case-scenario classwide [damages] is an impressive result in view of these possible trial outcomes.”); *Mees v. Skreened, Ltd.*, 2016 WL 67521, at *5 (S.D. Ohio Jan. 6, 2016), *report and recommendation adopted*, 2016 WL 305166 (S.D. Ohio Jan. 26, 2016) (approving settlement

where counsel recovered 25% of alleged damages.) This factor therefore weighs in favor of approving the requested attorney fee award.

Second. Class Counsel's one-third contingency fee is reasonable under the circumstances of this particular case. Class Counsel's requested fee reflects the market rate for similar services and is consistent with the fees routinely awarded in this Circuit. In ERISA actions such as this, courts in this Circuit and other circuits have long recognized that a one-third contingency fee is "fair and reasonable." See, e.g., *Karpik*, 2021 WL 757123, at *1; see also *Tussey v. ABB, Inc.*, 2019 WL 3859763, at *4 (W.D. Mo. Aug. 16, 2019) ("Class Counsel's requested one-third fee is common in these cases."); *Kruger v. Novant Health*, 2016 WL 6769066, at *2 (M.D.N.C. Sept. 29, 2016) ("[C]ourts have found that a one-third fee is consistent with the market rate" in complex ERISA class actions); *Diebold ex rel. ExxonMobil Sav. Plan v. N. Tr. Invs., N.A.*, No. 1:09-cv- 01934, Dkt. 285 at *2–3 (N.D. Ill. Aug. 10, 2015); *Bell v. Pension Comm. of ATH Holding Co., LLC*, 2019 WL 4193376, at *3 (S.D. Ind. Sept. 4, 2019.) Moreover, the requested fee is also consistent with the contingent fee that Plaintiff and Class Counsel agreed upon at the start of the case. *Secunda Decl. for Attorneys' Fees* ¶ 18.

The Court is not required to perform a lodestar cross-check. See *Karpik*, 2021 WL 757123, at *8; see also *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011).⁵ However, to the extent the Court finds it useful, a lodestar cross-check also supports the requested fee. Here, Class Counsel's lodestar to date \$97,720.00 (exclusive of future work) corresponds to a multiplier of 4.43. See *Secunda Decl. for Attorneys' Fees*, ¶ 18 & Ex. 1. With the expected fifty (50) hours that Class Counsel will likely spend on this case going forward, based on past experience, the future lodestar is expected

⁵ See *Will v. General Dynamics Corp.*, 2010 WL 4818174, at *3 (S.D. Ill. Nov. 2, 2010) (describing the use of a lodestar cross-check in common fund cases to be "unnecessary, arbitrary, and potentially counterproductive."); *Martin v. Caterpillar Inc.*, 2010 WL 11614985, at *2, *4 (C.D. Ill. Sept. 10, 2010) (same); *In re Comdisco Sec. Litig.*, 150 F. Supp. 2d 943, 948 n.10 (N.D. Ill. 2001) ("To view the matter through the lens of free market principles, [a lodestar analysis] (with or without a multiplier) is truly unjustified as a matter of logical analysis.")

to correspond to a multiplier of approximately 3.27. *See id.* These numbers are well within the typical range, and further demonstrates the reasonableness of the requested fee. *See, e.g., Steiner v. Am. Broad. Co.*, 248 Fed. App'x. 780, 783 (9th Cir. 2007) (multiplier of 6.85 “falls well within the range of multipliers that courts have allowed”); *Stevens v. SEI Investment Co.*, 2020 WL 996418, at *13 (E.D. Pa. Feb. 28, 2020) (approving one-third fee Class Counsel that yielded 6.16 multiplier.) This factor, therefore, weighs in favor of granting the requested fee.

Third. Class Counsel took on this case pursuant to a contingency fee agreement because the market for plaintiffs’ attorney work in complex class actions is a contingency fee. In doing so, Class Counsel assumed a real risk in taking the case, investing time, effort, and money with no guarantee of recovery. This factor weighs in favor of approving the requested fee award. *See, e.g., In re Sulzer Hip Prosthesis and Knee Prosthesis Liability Litig.*, 268 F. Supp. 2d 907, 936 (N.D. Ohio 2003.)

Fourth. “[S]ociety's stake in rewarding attorneys who produce case benefits, militates in favor of an award of the requested attorney's fees.” *Karpik*, 2021 WL 757123, at *8. Class actions such as this “have a value to society more broadly, both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources.” *See Gascho*, 822 F.3d at 287. Without a class action, the individual plaintiffs would not have had a strong incentive to pursue recovery because any monetary award would have been severely outweighed by the costs to litigate their cases. *See Moore v. Aerotek, Inc.*, 2017 WL 2838148, at *8 (S.D. Ohio June 30, 2017).

Fifth and sixth. “[T]he complexity of the litigation and the professional skill and standing of the attorneys involved, also militate in favor of granting the requested award.” *Karpik*, 2021 WL 757123, at *9. It is well known that “ERISA is a complex field that involves difficult and novel legal theories and often leads to lengthy litigation.” *See Krueger v. Ameriprise*, 2015 WL 4246879, at *1 (D. Minn. July 13, 2015); *see also In re Marsh ERISA Litig.*, 265 F.R.D. 128, 138 (S.D.N.Y. 2010) (“Many

courts have recognized the complexity of ERISA breach of fiduciary duty cases.”) Handling a complex case such as this requires counsel with specialized skills. *See Savani v. URS Prof. Solutions LLC*, 121 F. Supp. 3d 564, 573 (D.S.C. 2015) (“Very few plaintiffs’ firms possess the skill set or requisite knowledge base to litigate ... class-wide, statutorily-based claims for pension benefits.”) In addition to legal expertise, counsel must possess “expertise regarding industry practices.” *Kruger*, 2016 WL 6769066, at *3.

To that end, Class Counsel is one of the relatively few firms in the country that has the experience and skills necessary to successfully litigate a complex ERISA action such as this one, having settled over a dozen of these cases in the last three years alone. *See Karpik*, 2021 WL 757123, at *9. In short, Class Counsel’s expertise benefitted the Class throughout the litigation, provided credibility at the bargaining table, and was instrumental in achieving the result that was obtained. This weighs in favor of awarding the fees requested in this case.

For all of these reasons, these attorney fee factors favor approval of the fee award of \$433,333.33 to Class Counsel.

III. THE COURT SHOULD APPROVE THE REQUESTED COSTS

In addition to approving the requested attorneys’ fees, this Court also should approve the requested litigation costs. “Under the common fund doctrine, class counsel is entitled to reimbursement of all reasonable out-of-pocket litigation expenses and costs in the prosecution of claims.” *See In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 535 (E.D. Mich. 2003.) The requested expense amount here, \$25,534.25 for litigation costs, \$36,849.00 in settlement administrative expenses, and \$15,000 in independent fiduciary, is reasonable in comparison to the amounts awarded in similar cases. *See, e.g., Shanechian v. Macy’s*, 2013 WL 12178108, at *4 (S.D. Ohio June 25, 2013) (approving \$435,916 in litigation expenses in ERISA class action); *Sims*, 2019 WL 1993519, at *4 (approving \$737,377.63 in expenses); *Ameriprise*, 2015 WL 4246879, at *3 (approving \$782,000 in expenses.) The

Court should therefore find that all of these costs were reasonable and necessary to litigate and settle this case and, therefore, approve the request of \$25,534.25 for litigation costs, \$36,849.00 in settlement administrative expenses, and \$15,000 in independent fiduciary fees.

IV. THE COURT SHOULD APPROVE THE REQUESTED CASE CONTRIBUTION AWARDS

Service “awards are efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class.” *See Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003) (reviewing such awards under an abuse of discretion standard.) Notably, “courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Dilworth*, 2010 WL 776933, at *7. Here, the Class Representatives’ efforts “have resulted in a substantial benefit to the Class, and the \$7,500 is reasonable when compared with other awards in this district.” *Karpik*, 2021 WL 757123, at *9 (citing *Rotondo v. JPMorgan Chase Bank, N.A.*, 2019 WL 6167086, at *8–9 (S.D. Ohio Nov. 20, 2019), *report and recommendation adopted*, 2019 WL 6496806 (S.D. Ohio Dec. 2, 2019) (approving \$20,000 service awards); *Owner-Operator Indep. Drivers Ass'n, Inc. v. Arctic Express, Inc.*, 2016 WL 5122565, at *7 (S.D. Ohio Sept. 21, 2016) (\$25,000); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251 (S.D. Ohio 1991) (\$50,000); *Dillow v. Home Care Network, Inc.*, 2018 WL 4776977, at *8 (S.D. Ohio Oct. 3, 2018) (approving \$8,500 service award from \$113,224 settlement.) In light of their service, and the substantial benefit provided to the Class, the Court should approve a case contribution award of \$7,500 to each of the Class Representatives, Mr. Miller and Mr. Lamunyon. Accordingly, Plaintiffs and Class Counsel also respectfully request that the case contribution award be approved.

CONCLUSION

For the reasons set forth above, Plaintiffs and Class Counsel respectfully request that the Court approve the requested distributions from the Settlement Fund.

Respectfully Submitted,

Dated this 6th day of December, 2023

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CERTIFICATE OF SERVICE

I hereby certify that on December 6, 2023, I caused a copy of the foregoing to be electronically filed with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

Dated: December 6, 2023

s/ Paul M. Secunda
Paul M. Secunda