

**IN THE DISTRICT COURT OF CLAY COUNTY, MISSOURI**

C.P. and DAN COOK, individually and on )  
 behalf of those similarly situated, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 NEW LIBERTY HOSPITAL CORPORATION )  
 d/b/a LIBERTY HOSPITAL, )  
 )  
 Defendant. )

Case No. 24CY-CV00681

Division: 1

**PLAINTIFFS’ MOTION FOR ATTORNEYS’ FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

**I. INTRODUCTION**

Plaintiff C.P. and Dan Cook (“Plaintiffs” or “Class Representatives”), through their undersigned counsel, respectfully move the Court for entry of an Order approving: (1) Settlement Class Counsel’s requested attorneys’ fees, costs, and expenses of \$600,000, (2) Class Counsel’s requested reasonable expenses of \$21,002.11; and (3) Service Awards to each Class Representative in the amount \$3,500 (\$7,000 in total).

**II. BACKGROUND**

**A. History of Litigation**

On or about December 19, 2023, Defendant New Liberty Hospital Corporation d/b/a Liberty Hospital (“Defendant” or “Liberty Hospital”) discovered potential unauthorized access of current and former patients’ private Information, including names, addresses, dates of birth, medical records, medical treatment information, diagnosis, Social Security numbers, telephone numbers, health insurance information, and email addresses (the “Data Incident”). Settlement Agreement (“SA”) ¶¶ 20, 39.

Seeking redress for the alleged harms stemming from the Data Incident, plaintiffs C.P. and Dan Cook filed proposed class actions on January 17, 2024, and February 28, 2024, which were then consolidated via an amended complaint on April 1, 2024. SA ¶¶ 4–6. Plaintiffs asserted claims for negligence, negligence *per se*, breach of implied contracts, breach of fiduciary duty, unjust enrichment, negligent training and supervision, breach of implied covenant of good faith and fair dealing, and violations of the Missouri Merchandising Practices Act. *Id.* ¶ 7.

### **B. Negotiations and Settlement**

Recognizing the risk, expense, and delay of prolonged litigation here, counsel for both sides agreed to pursue resolution. *See id.* ¶ 8. Joint Declaration of J. Gerard Stranch, IV and Maureen Brady in Support of Plaintiffs’ Motion for Attorneys’ Fees, Litigation Expenses, and Service Awards (“Decl.”), ¶¶ 5. On February 5, 2025, the Parties engaged in an arms’-length mediation before the Honorable Wayne Anderson (ret.). SA ¶ 8. Though mediation was not successful on that day, the Parties continued negotiations through Judge Anderson and ultimately reached the proposed Settlement Agreement on February 12, 2025. SA ¶ 9; Decl. ¶ 6. Over the ensuing weeks, the Parties negotiated the finer points of the Settlement Agreement, diligently drafting the motion for preliminary approval for presentment to the Court. *Id.* The Parties did not negotiate attorneys’ fees or a service award until after they agreed on benefits for the Settlement Class. Decl. ¶ 7.

On June 3, 2025, this Court entered its Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. Pursuant to the Court’s Order, on June 16, 2025, Defendant provided the Settlement Administrator, Angeion, with the class list to begin the Notice Program. Decl. ¶ 11. Upon receipt of the class list, it was discovered that the class was larger initially believed. *Id.* ¶ 12. Pursuant to this discovery, the Parties reconvened, renegotiated, and executed the Addendum to the Class Action Settlement (the Addendum”) to account for the class

size. *Id.* ¶ 13. Taking the Settlement Agreement and the Addendum into account, Plaintiffs' counsel is confident that the Settlement terms are fair, reasonable, adequate, and provide significant relief to the Settlement Class. *Id.* ¶ 16.

### **C. Settlement Class Counsel Achieved Significant and Valuable Benefits for the Settlement Class**

The Settlement achieved by Settlement Class Counsel provides Settlement Class Members with excellent and timely benefits targeted at remediating the specific harms they allege they have suffered as a result of the Data Incident. Defendant will pay \$1,500,000 into a common fund for the benefit of the Class. SA ¶¶ 52–53. The Settlement Sum will be used to pay for all valid claims, notice and administration costs, Plaintiffs' Service Awards (\$3,500 per Plaintiff), and Settlement Class Counsels attorneys' fees and expenses. *Id.*

Moreover, Defendant has provided for additional class wide benefits in the form of \$1,000,000 in cybersecurity enhancements to Defendant's information systems that will provide enhanced protection for Plaintiffs' and Class Members Private Information, which that remain stored and maintained on Defendant's information systems. Addendum ¶ 1, 3. Defendant has shared the details of these cybersecurity enhancements with Plaintiffs' Counsel, but those details will remain confidential given that they detail the cybersecurity defenses that future threat actors will face. *Id.* ¶ 2.

From the Settlement Fund, Settlement Class Members may submit claims (1) unreimbursed, documented out-of-pocket expenses and financial losses and (2) a pro-rata cash payment estimated to be \$150.

#### *1. Documented Expenses and Losses*

Settlement Class Members may submit claims for unreimbursed, documented out-of-pocket expenses and financial losses fairly traceable to the Data Incident. This includes, without

limitation, unreimbursed costs, losses, or expenditures relating to fraud or identity theft; professional fees including accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. SA ¶ 74(a).

## 2. *Cash Payments*

Settlement Class Members may submit claims for a cash payment, which is estimated to be \$150. The final Cash Payment amount is subject to *pro rata* increase or decrease depending upon the number of valid claims filed and the amount of funds available for these payments. SA ¶ 74(b).

### **D. The Notice and Claims Process**

The notice and claims process was implemented pursuant to the Court's Preliminary Approval Order. Decl., ¶ 17. The requested attorneys' fees and costs were clearly delineated in the Notice to the Settlement Class, and as of the date of filing, Settlement Class Counsel has not received any objections to the Settlement or the request for fees, costs, and service awards. *Id.* ¶ 17.

### **E. Fees, Costs, and Service Awards**

Out of the Settlement Fund, Defendant has agreed to pay, and not object to, Settlement Class Counsel seeking attorneys' fees not to exceed \$600,000 of the Settlement Fund if approved by the Court. SA ¶ 59. Settlement Class Counsel may also seek reimbursement for their reasonable expenses that have not been reimbursed by Plaintiffs, up to \$25,000. *Id.* The issue of attorneys' fees was not discussed by the parties until after the parties had reached agreement on all material terms of the Settlement. Stranch Decl, ¶ 7. Plaintiffs now seek, in compensation for the result

obtained and the work performed in obtaining said result, attorneys' fees and costs in the amount of \$600,000, as well as \$21,002.11 of unreimbursed expenses.

### III. LEGAL STANDARD

A trial court has discretion in determining the appropriate amount of reasonable attorneys' fees to approve in a class action. *Berry v. Volkswagen Grp. of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. 2013) (en banc). That is, "[t]he trial court is deemed an expert at fashioning an award of attorneys' fees," and the court's determination will be affirmed unless it is "so arbitrary and unreasonable as to shock one's sense of justice." *Id.* at 430–31 (citations omitted); *see also Alhalabi v. Mo. Dep't of Corr.*, 662 S.W.3d 180, 194 (Mo. Ct. App. 2023) (holding the trial court is considered an expert on fees, given its familiarity with all of the issues in the case and with the character of the legal services rendered). In no way does this mean that courts determine attorneys' fees in a vacuum; rather, the court is already familiar with the legal work done before it in the case and is presumed to properly assess the reasonableness of the attorneys' fees. *4021 Iowa, LLC v. K&A Delmar Prop., LLC*, 705 S.W.3d 103, 111 (Mo. Ct. App. 2025). As to what constitutes a reasonable fee, courts employ one of two methods: (1) the percentage-of-the-benefit approach; or (2) the lodestar multiplier approach. *See id.* (using lodestar multiplier approach); *Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260, 267 (Mo. Ct. App. 2011) (using percentage-of-the-benefit approach and noting that a "one-third contingent fee awards is not unreasonable"). Here, the percentage-of-the-benefit approach is the appropriate method for determining fees and the Plaintiffs' request is reasonable.

### IV. ARGUMENT

#### **A. The Percentage-of-the-Benefit Method is the Proper Method to Evaluate Plaintiffs' Request for Attorneys' Fees**

The most common method of awarding attorneys' fees is based on the percentage of the benefit. *See Paulson v. Dynamic Pet Prod., LLC*, 560 S.W.3d 583, 593 (Mo. Ct. App. 2018)

(affirming award of attorneys’ fees and expenses and a service award from a fund created by a class action settlement); *Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at \*2 (W.D. Mo. Aug. 16, 2019) (holding that “Class Counsel is entitled to an award of reasonable attorneys’ fees from the settlement proceeds” in a class action).<sup>1</sup> The percent-of-benefit approach permits an award of fees that is equal to some fraction of the common fund the attorneys were successful in procuring during the course of litigation. This method encourages counsel to obtain the largest possible settlement for the class, and use of this method “is not only approved, but also well established.” *In re NuvaRing Prods. Liability Litig.*, No. 4:08 MDL 1964 RWS, 2014 WL 7271959 (E.D. Mo. Dec. 18, 2014) (citation omitted). The percentage of the benefit approach aids litigants and the courts because it “directly aligns the interests of the class and its counsel and provides a powerful incentive for the efficient prosecution and early resolution of litigation.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 120 (2d. Cir. 2005); see *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (percentage of fund is “a method of more closely aligning the lawyer’s interests with those of his client by giving him a stake in a successful outcome”). Indeed, “[u]nder the percentage method, ‘[t]he more the attorney succeeds in recovering money for the client, and the fewer legal hours expended to reach that result, the higher dollar amount of fees the lawyer earns.’” *In re Xcel Energy, Inc.*, 364 F. Supp. 2d 980, 992 (D. Minn 2005) (quoting *Lachance v. Harrington*, 965 F. Supp. 630, 647 (E.D. Pa. 1997)). Thus, “under the percentage approach, the class members and the class counsel have the same interest—maximizing the recovery of the class.” Silber and Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel’s Response*, 17 REV. LITIG. 525, 534 (Summer 1998).

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<sup>1</sup> Federal Rule of Civil Procedure 23, governing class actions, is identical to Missouri’s rule governing class actions.

Moreover, courts have found reasonable and award fee awards ranging from 25% to 40% in class actions. *See Whitley v. Baptist Health*, No. 4:16-cv-624-DPM, 2022 WL 16824654, at \*2 (D. Ark. Nov. 8, 2022) (finding a forty-percent fee award reasonable based on nature of the case, experience of counsel, and cross-check against the lodestar calculation); *In re Forefront Data Breach Litig.*, No. 21-cv-887, 2023 WL 6215366 (E.D. Wis. Mar. 22, 2023) (observing “that a typical contingent fee is between 33 and 40 percent”); *see also Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP, 2024 WL 4902375, at \*5 (W.D. Mo. Apr. 1, 2024) (“[C]ourts have ‘frequently awarded attorneys’ fees ranging up to 36% in class actions.”) (quoting *Huyer v. Buckley*, 849, 849 F.3d 395, 399 (8th Cir. 2017)); *Caligiuri*, 855 F.3d at 865–66 (affirming one-third fee); *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (affirming fee award representing 36% of the settlement fund as reasonable); *Burnett v. Nat’l Ass’n Realtors*, No. 4:19-CV-00332-SRB, 2024 WL 2842222, at \* 16–17 (W.D. Mo. May 9, 2024) (upholding one-third fee award); *Rogowski v. State Farm Life Ins. Co.*, No. 4:22-cv-00203-RK, 2023 WL 5125113, at \* 4–6 (W.D. Mo. Apr. 18, 2023) (same); *In re Xcel*, 364 F. Supp. 2d at 988 (“[C]ourts in the [8th Circuit] and [the District Court of Minnesota] have frequently awarded attorney fees between twenty-five and thirty-six percent of a common fund in other class actions”).

Here, the percentage-of-benefit method is the proper method under which to evaluate this request for attorneys’ fees. Whereas the lodestar approach is viewed as appropriate in statutory fee shifting cases, the percent-of-benefit method is widely endorsed in common fund and common benefit cases. *See Report of the Third Circuit Task Force*, 108 F.R.D. 237, 246–49 (1985) (concluding that the percent-of-recovery fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases); *In re Chrysler Motors Corp. Overnight*

*Evaluation Program Litig.*, 736 F. Supp. 1007, 1009 (E.D. Mo. 1990) (adopting what the court called the “healthy trend” of applying the percent-of-fund approach over the lodestar analysis).

Pursuant to the Settlement Agreement, Settlement Class Counsel seeks attorneys’ fees, in the amount of \$600,000—24% of the approximately \$2,500,000 benefit provided to Plaintiffs and the Class. Such a request is within the range of fees approved in other class actions using the percentage-of-the-fund method and is fair and reasonable in the light of the work performed by Settlement Class Counsel and the outstanding recovery secured on behalf of the Settlement Class. Accordingly, the Court should approve Plaintiff’s request for attorneys’ fees, costs, and expenses in the amount based on the percentage of benefit approach.

### **B. Plaintiffs’ Request is Reasonable and Should be Approved**

While Missouri trial courts are considered “an expert at fashioning an award of attorneys’ fees . . . there are factors that may be considered to determine the amount of attorneys’ fees to award.” *Berry*, 397 S.W.3d at 425–26. “One consideration in determining the amount of attorneys’ fees is the result achieved.” *Id.* at 425. Other relevant factors may include:

1) the rates customarily charged by the attorneys involved in the case and by other attorneys in the community for similar services; 2) the number of hours reasonably expended on the litigation; 3) the nature and character of the services rendered; 4) the degree of professional ability required; 5) the nature and importance of the subject matter; 6) the amount involved or the result obtained; and 7) the vigor of the opposition.

*Id.* Here, the application of the above factors affirms the reasonableness of Plaintiffs’ requested fee award.

#### *1. Value of the Settlement*

Courts determine the total benefit to the class “based on both the monetary and the nonmonetary value of the settlement.” *Tussey*, 2019 WL 3859763, at \*2; *see also* Principles of the Law of Aggregate Litigation, A.L.I., § 3.13(b) (May 20, 2009) (“a percent-of-the-fund approach

should be the method utilized in most common-fund cases, with the percentage being based on both the monetary and the nonmonetary value of the settlement.”) Thus, consideration of injunctive and declaratory relief, as well as savings to class members is appropriately considered as part of the total value of a settlement. *Tussey*, 2019 WL 3859763, at \*2 (including tax avoidance and injunctive relief in addition to monetary relief as being the basis for the total value of the settlement for determining an appropriate common-fund fee); *Caligiuir v. Symantec Corp.*, 855 F.3d 860, 865 (8th Cir. 2017) (upholding use of fund administration costs as part of the “benefit” when calculating the percentage-of-the-benefit fee amount).

The value of the settlement for purposes of determining the fee is the value that is made available to class members, regardless of whether the full amount is claimed through the claims process. *See Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017) (approving requested fees and noting that “even if 97 percent of the class did not exercise their right to share in the fund, their opportunity to do so was a benefit to them”) (citing *Boeing Co. v. Van Germert*, 444 U.S. 472, 480 (1980) (“Their right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representative and their counsel.”)). Attorneys’ fees, costs, the costs of notice of administration and related expenses borne by the Defendant are all properly considered in assessing the value of a settlement. *Fellows v. Am. Campus Cmty. Servs.*, No. 4:16-cv-01611-JAR, 2018 WL 3056046, at \*6 (E.D. Mo. June 20, 2018) (citing *In re Life Time Fitness, Inc., Tel. Consumer Prot. Act (TCPA) Litig.*, 847 F.3d 619, 623 (8th Cir. 2017) (other citations omitted)).

Here, the Settlement includes both a non-revisionary common fund of \$1,500,000, as well as cybersecurity and information security improvements valued at \$1,000,000 per year. Decl. ¶¶

14, 16. Therefore, the value of the provides a \$2,500,000 benefit to Plaintiffs and the Class Members.

*2. Settlement Class Counsel's Fee Request Conforms with those Found Reasonable*

In the data breach context, attorney fee awards either approximate or exceed Settlement Class Counsel's request here. *See, e.g., Sciaroni v. Target Corp. (In re Target Corp. Customer Data Sec. Breach Litig.)*, 892 F.3d 968, 977 (8th Cir. 2018) (affirming district court's award of fee request of 29%); *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th Cir. 2017) (affirming one-third fee) (quoting *Khoday v. Symantec Corp.*, No. 11-cv-180, 2016 WL 1637039, at \*9 (D. Minn. Apr. 5, 2016)); *In re U.S. Bancorp. Litig.*, 291 F.3d at 1038 (affirming 36% fee); *Huyer*, 849 F.3d at 399 (8th Cir. 2017); *Barfield v. Sho-Me Power Elec. Co-op.*, No. 2:11-cv-4321, 2015 WL 3460346, at \*4 (W.D. Mo. June 1, 2015) (awarding one-third fee and collecting cases awarding one-third fees); *see also Kerr v. Andrews McMeel Universal, Inc.*, Case No. 2316-CV-12523 (Jackson Co. Mo. Cir. Ct., Dec. 13, 2024) (data breach class action where court approved fee request of 21%). Thus, this factor supports Settlement Class Counsel's application for attorney fees.

*3. Settlement Class Counsel Devoted Significant Time and Effort to this Litigation*

Data breach class actions, such at this one, "are especially risky, expensive, and complex." *In re Netgain Tech., LLC*, No. 21-cv-1210, 2025 WL 3063288 (D. Minn. Nov. 3, 2025) (citing *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at \*6 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries always unpredictable"); *see also Krant v. UnitedLex Corp.*, No. 23-2443-DDC-TJJ, No. 2024 WL 5187565, at \*3 (D. Kan. Dec. 20, 2024) ("Cost and risk are an especially salient concern in the data breach context because such

cases ‘are particularly risky, expensive, and complex.’”) (citing *Beasley v. TTEC Servs. Corp.*, No. 22-CV-00097-PAB-STV, 2024 WL 710411, at \*5 (D. Colo. Feb. 21, 2024)); *Mikell v. Tycon Med. Sys., Inc.*, No. 2;25-cv-19, 2025 WL 720001, at \*4 (E.D. Va. Mar. 6, 2025) (“Moreover, data breach class action cases are “particularly risky, expensive, and complex, and they present significant challenges to plaintiffs at the class certification stage.”) (quoting *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019)). Accordingly, this case required a significant investment of time and labor, as the case involved novel, complex, and difficult legal questions. Decl. ¶ 24–25. Settlement Class Counsel was precluded from representing other clients during the significant time that Settlement Class Counsel invested in this case. Decl. ¶ 30.

#### 4. *The Nature and Character of the Services Rendered and the Degree of Professional Skill Required*

Settlement Class Counsel employed their considerable skill and experience litigating consumer class actions, and data breach matters in particular, to deliver superb results for Plaintiff and the Class. In general, “prosecution and management of a complex national class action requires unique legal skills and abilities.” *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true in the data breach context given the novelty and difficulty of the questions involved. Because of the complexity and difficulty of the issues that arise in data breach litigation, there is a paucity of data breach cases where certification of a contested class has been granted, and many data breach class actions have been dismissed at the pleading stages. *See, e.g., Solomon v. Deer Oaks Mental Health Assocs., P.C.*, No. SA-23-CV-1465-FB, 2024 WL 4907072, at \*4 (W.D. Tex. Sept. 30, 2024). Therefore, this case required highly skilled attorneys.

Settlement Class Counsel have extensive experience in consumer class actions generally, in data privacy and cybersecurity incident cases in particular, and are leaders in the field. *See* Decl.

of J. Gerard Stranch, IV in Support of Unopposed Motion Preliminary Approval of Class Action Settlement. They have been appointed sole lead in dozens of data breach cases and have successfully litigated and settled similar cases across the country against law firms of national prominence. *Id.*; *In re Folding Carton Antitrust Litig.*, 84 F.R.D. 245, 268 (N.D. Ill. 1979 (“Where counsel had been involved in class action litigation in the past, a presumption arose that such experience . . . allowed those attorneys to exhibit a fair degree of skill in this litigation . . . where counsel have had lead positions in prior multidistrict litigation, it could be fairly be inferred . . . they had higher organizational and efficiency capabilities than the average attorney.”)).

#### 5. *The Nature and Importance of the Subject Matter of the Litigation*

Courts have held that public policy favors allowing consumer class action proceedings when the class members present common legal of factual questions, but their individual claims may be too small to be economically litigated on an individual basis. *Picardi v. Eighth Jud. Dist. Ct. of State, ex. Rel. Cty. of Clark*, 251 P.3d 723 (Nev. 2011). This is especially true in the data breach context, where suits by individual consumers against a large entity like Defendant for a data breach would be, at least, problematic, as the cost to litigate would quickly outpace any possible recovery. *In re Capital One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915 (AJT/JFA), 2022 WL 1717649, at \*5 (E.D. Va. Nov. 17, 2022). Indeed, absent Settlement Class Counsel’s prosecution of this case, the overwhelming majority of the class members here would failed to receive any relief. *Id.* Accordingly, this class action serves the public interest and this factor is satisfied.

#### 6. *Settlement Class Counsel Delivered an Excellent Result for the Settlement Class.*

Settlement Class Counsel successfully secured monetary relief and remedial measures, including security enhancements by Defendant to strengthen its cybersecurity protocols. *See*

*generally* SA; Addendum. This reduces the risk of future data breaches and helps to fortify the security of Plaintiff's and Class Members' Private Information. Further, this relief encompasses not only the approximately thousands of victims of the Data Incident, but also benefits Defendant's future employees and consumers. Accordingly, this factor also weighs in support of approval.

### *7. The Vigor of the Opposition*

Settlement Class Counsel faced significant opposition from Defendant, who strenuously advocated for its position in the Parties' settlement negotiations. *See* Decl. ¶ 8. Indeed, the Parties did not come to an agreement easily—they negotiated forcefully for many weeks before agreeing to their Settlement. *See id.* Thus, the history of this litigation demonstrates that this factor has been met.

### **C. Settlement Class Counsels are Entitled to Reimbursement of Reasonable Costs and Expenses**

Further, Settlement Class Counsel seek reimbursement for unreimbursed out-of-pocket costs and expenses incurred in this action. Defendant has agreed not to oppose Settlement Class Counsel's request for expenses, not to exceed \$25,000. SA ¶ 59. Again, the Parties did not discuss payment of attorneys' fee and reimbursement of expenses until after the substantive terms of the settlement had been agreed upon. Decl. ¶ 7. Together, Settlement Class Counsel have expended \$21,002.11 in expenses. *Id.* ¶ 32. These costs are of the usual kind expended in connection with complex civil cases, including for filing fees and service of process, *pro hac vice* motions, mediation, and travel and lodging, with the likelihood of more expenses yet to come. *Id.* The Court should approve reimbursement of these expenses, as agreed to by the parties.

### **D. The Requested Service Awards are Reasonable and Should be Approved.**

The Court should grant the requested Service Award of \$3,500 to each named Plaintiff to compensate them as the Class Representatives for their efforts and for the risk entailed in pursuing

this litigation, which has triggered important and positive changes in Defendant's business practices and has secured significant compensation for Class Members. In a class action, the rationale for a service award to a class representative includes compensating the class representative for their time and energy and the benefits they conveyed to the class, acknowledging the risk they took in pursuing the action, and offering an incentive to encourage people to step up and represent the class. *Tussey v. ABB, Inc.*, 850 F.3d 951, 962 (8th Cir. 2017).

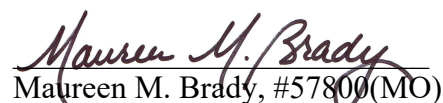
Here, the requested Service Award is squarely in line with service awards that are approved by Missouri state and federal courts in class actions. *Ima Pizza*, 2023 WL 8468552, at \*4 (approving service awards of \$10,000 and \$5,000); *Martin v. Safe Haven Sec. Servs.*, No. 19-CV-00063-ODS, 2020 WL 4816418, at \*6 (W.D. Mo. Aug. 19, 2020) (approving service awards of \$10,000 and \$5,000); *Fellows v. Am. Campus Cmtys. Servs.*, No. 4:16-cv-01611-JAR, 2018 WL 3056046, at \*17 (E.D. Mo. June 20, 2018) (approving service award of \$5,000).

## V. CONCLUSION

For the foregoing reasons, Plaintiff and Settlement Class Counsel respectfully request that the Court enter an Order: (1) approving an award of attorneys' fees of \$600,000; (2) Class Counsel's requested reasonable expenses of \$21,002.11; and (3) approving Service Awards in the amount of \$3,500 to each Plaintiff in recognition of their significant efforts on behalf of the Settlement Class Members. The motion is intended to be heard simultaneous with the final approval motion yet-to-be filed and the proposed final order will also resolve this motion.

Dated: December 29, 2025.

Respectfully submitted,

  
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*Attorneys for Plaintiffs and the Proposed  
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**CERTIFICATE OF SERVICE**

I hereby certify that on Dec. 29, 2025, a copy of the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

  
Maureen M. Brady