IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

KEEFE JOHN, TODD KNUTH, and NORM WALKER, *on behalf of themselves and all others similarly situated*, Plaintiffs, v. DELTA DEFENSE, LLC and UNITED STATES CONCEALED CARRY ASSOCIATION, INC., Defendants.	Case No. 23-cv-01253 Hon. Judge Lynn Adelman

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

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Further to Federal Rule of Civil Procedure 23(e), Plaintiffs Keefe John, Todd Knuth, and Norm Walker (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through undersigned counsel, respectfully move this Honorable Court for final approval of the proposed settlement of this class action lawsuit (the "Motion"). Defendants, through counsel, do not oppose the relief sought by this Motion.[1]

INTRODUCTION

On November 17, 2025, this Court preliminarily approved the proposed class action settlement between Plaintiffs and Defendants Delta Defense, LLC and United States Concealed Carry Association, Inc. ("Defendants," and together with Plaintiffs, the "Parties"). *See* Dkt. No. 61. The Settlement is well within the range of reasonableness and satisfies the requirements of Rule 23(e). Final approval is therefore warranted so that the Settlement may be consummated and eligible Class Members can receive the benefits secured on their behalf.

To be certain, Class Counsel's efforts created distinct monetary benefits for the approximately 295,727 Settlement Class Members in the form of a $1,450,000.00 non-reversionary common fund which will be used to pay, subject to Court approval, the following:

a. Pro rata cash payments to all Settlement Class Members who submit a valid claim;

b. Payment of notice and Settlement administration costs;

c. Service Awards for each representative Plaintiff;

d. Class Counsel's attorneys' fees and litigation expenses; and

[1] Unless otherwise indicated, capitalized terms refer to and have the same meaning as those set forth in the Settlement Agreement ("Settlement Agreement" or "SA"). *See* Dkt. No. 59-1.

e. Distribution of any uncashed funds that remain after the pro rata payment to the *Cy Pres* Recipient, Electronic Privacy Information Center, or any other charitable organization approved by the Court.

Following preliminary approval, the Settlement Administrator, RG/2 Claims Administration LLC ("RG/2 Claims"), with guidance and supervision by Class Counsel, implemented the comprehensive notice program (including its user-friendly claims process). *See* Declaration of Melissa Baldwin Regarding Claims Administration ("RG/2 Decl.") (attached hereto as Exhibit 1). The Court-approved notice program included, among other things, direct notice by email or mail and the creation of a toll-free telephone number and a Settlement Website. *See* RG/2 Decl. ¶¶ 5, 8-9. As a result of these efforts, direct notice was successfully delivered to 99.97% of the identified Settlement Class. *Id*. ¶ 16.

The Class response has been overwhelmingly favorable. To date, RG/2 Claims has received 14,431 timely submitted claim forms. *Id.* ¶ 17. Although the deadline for submitting claims was March 2, 2026, additional timely claims bearing a compliant postmark may continue to arrive in the ordinary course of mail processing. *Id.* The resulting claims rate—approximately 5.52%—is consistent with, and in many cases exceeds, participation rates in comparable large-scale data privacy settlements that have received final approval. Moreover, the Settlement has drawn only one objection, and thirty-nine Class Members have requested exclusion. *Id*. ¶ 14.

In light of the meaningful monetary relief secured, the robust notice program and positive Class reaction, and the significant litigation risks that would accompany continued proceedings, the Settlement is fair, reasonable, and adequate. Final approval should therefore be granted.

BACKGROUND

In the interest of judicial efficiency, for the factual and procedural background of the proposed Settlement, Plaintiffs respectfully refer the Court to, and hereby incorporate by reference, the case summary and procedural history in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support, filed on November 7, 2025, and Motion for Attorneys' Fees, Costs, and Service Awards and Memorandum in Support filed on February 13, 2026. *See* Dkt. Nos. 57-59 & 65-67.

THE SETTLEMENT TERMS

A. The Settlement Class.

The Settlement and Preliminary Approval Order provide for a nationwide Settlement Class defined as "[a]ll persons in the United States who had an account (free or paid) with a Defendant and visited a page on a Defendant's website housing a video behind a paywall or subscription wall between September 21, 2020 to June 2, 2025." SA, ¶ 1.29; Dkt. No. 61, ¶ 9. The Settlement Class consists of approximately 295,727 individuals. *See* Declaration of Britany A. Kabakov in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards ("Fee Decl."), Dkt. No. 67, ¶ 19.

Excluded from the Settlement Class are the following individuals and/or entities: (i) Defendants and their parents, subsidiaries, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all persons who submit a timely and valid request for exclusion from the Settlement Class; and (iii) the Judge assigned to this Action as well as their immediate family and staff. SA, ¶ 1.29.

B. Settlement Class Member Benefits under the Settlement.

The Settlement provides Class Members with timely and tangible benefits targeted at remediating the specific harms they allegedly suffered using Defendants' Website as detailed in the Amended Complaint. If finally approved, the monetary benefits of the Settlement will be available to all Settlement Class Members who submit valid claims. SA, ¶ 1.32. After deducting any Court-approved costs and expenses, such as the costs of notice and administration, Service Awards, and attorneys' fees and expenses, the remainder of the $1,450,000.00 Settlement Fund will be distributed to the claiming Settlement Class Members on a pro rata basis. According to the Settlement Administrator's calculation, the estimated average Settlement payment will be $61.16 for each Settlement Class Member. RG/2 Decl. ¶ 18.[2]

Defendants will not receive or recover any money from the Settlement Fund; rather, any Residual Funds will be distributed to the *Cy Pres* Recipient, Electronic Privacy Information Center, a charitable organization jointly recommended by the Parties, to be approved by the Court (or any other charitable organization approved by the Court). SA, ¶ 1.9. Because the balance of the Settlement Fund will be "swept out" in direct pro rata cash payments to Class Members making valid claims, it is anticipated that any *cy pres* award will be nominal and will only consist of funds associated with uncashed checks or non-redeemed electronic payments. SA, ¶¶ 3.5-3.8.

THE NOTICE PROGRAM

A. Direct Notice by Mail and Email.

The Court appointed RG/2 Claims to disseminate class notice and to administer the Settlement. Dkt. No. 61, ¶ 10. In compliance with the Court-approved notice program, RG/2

[2] This number is subject to change if additional timely claims are submitted or deficiencies are cured.

Claims received an electronic file containing the names, last known email, and postal addresses belonging to Settlement Class Members. RG/2 Decl. ¶ 7. To provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Class List names and addresses through the United States Postal Service's ("USPS") National Change of Address database and updated the data with corrected information. *Id*.

On January 5, 2026, RG/2 Claims caused the Short Form Notice of Class Action Settlement ("Short Form Notice") to be disseminated via email to Settlement Class Members. *Id.* ¶ 8. Of the 261,655 emailed Short Form Notices, 240,084 were successfully delivered. *Id*. For the 18,557 Class Members whose email addresses were invalid or for whom email delivery was unsuccessful, RG/2 Claims promptly mailed the Short Form Notice via First-Class Mail and Air Mail. *Id.*

As of February 17, 2026, USPS returned 332 notices as undeliverable. *Id*. ¶ 15. Of the notices returned, USPS provided forwarding addresses for 49 Class Members, and they were promptly remailed the notice. *Id*. RG/2 Claims performed extensive skip-trace procedures for the remaining undeliverable notices and was able to locate updated addresses for 214 Settlement Class Members, and RG/2 Claims promptly mailed a new notice to those Settlement Class Members. *Id*.

In total, direct notice was successfully delivered to 261,588 of the 261,657 identified Settlement Class Members—approximately 99.97% of the Class. *Id.* ¶ 16. This extraordinary reach demonstrates that the notice program satisfied due process and fully complied with the Court's Preliminary Approval Order. *See In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 745 (E.D. Wis. 2024) ("According to the Federal Judicial Center, notice to at least seventy percent of the class generally meets this standard.") (citation omitted).

B. Settlement Website & Toll-Free Telephone Number.

In addition to direct notice, on December 24, 2025, RG/2 Claims launched the Court-approved Settlement Website, www.DeltaVPPASettlement.com. *See* RG/2 Decl. ¶ 9. The website served as a centralized, comprehensive resource for Settlement Class Members and included: (i) a "Homepage" with a brief summary of the Settlement that advised Settlement Class Members of their rights; (ii) a "Class Notice" page, containing a copy of the Long Form Notice of Class Action Settlement; (iii) a "File a Claim" page, containing the Settlement Claim Form that Settlement Class Members could submit electronically or download, print and mail; (iv) an "Important Case Documents" page, containing the Operative Class Action Complaint; Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement; the Settlement Agreement and Release; the Preliminary Approval Order; and Plaintiffs' Memorandum of Law in Support of Motion for Attorneys' Fees, Costs and Service Awards; (v) a "Submit a Request for Exclusion" page, providing an online form and PDF version for opting out of the Settlement; and (vi) a "Contact Us" page, containing the contact information of the Settlement Administrator. *Id.*

To further facilitate access to information, RG/2 Claims established a toll-free telephone number, (866) 742-4955, through which Class Members could speak with a live representative or leave a voicemail requesting a return call. *Id.* ¶ 10. RG/2 Claims also maintained a dedicated Post Office Box—P.O. Box 59479, Philadelphia, PA 19102-9479—for the receipt and processing of returned notices, exclusion requests, and objections. *Id.* ¶ 11. Additionally, a dedicated email address (DeltaVPPA@rg2claims.com) was made available to respond promptly to Class Member inquiries. *Id.* ¶ 12.

Taken together, the multi-faceted notice program—direct email and mail notice, a comprehensive and user-friendly Settlement Website, toll-free telephone support, a dedicated

mailing address, and email assistance—was robust and consistent with due process and the Court's Preliminary Approval Order.

C. Class Members' Overwhelmingly Positive Reaction to the Settlement.

The Settlement has been well-received by the Settlement Class. Settlement Class Members had until March 2, 2026 to submit a claim. *See* RG/2 Decl. ¶¶ 13-14. As of March 2, 2026, RG/2 Claims has received 14,431 claim forms—14,109 claim forms were submitted through the Settlement Website and 322 claim forms were submitted by paper or email. *Id*. This equates to a robust claims rate of approximately 5.52%. *Id*. RG/2 Claims is still in the process of reviewing and validating claim forms. *Id*.

As of March 2, 2026, RG/2 Claims received thirty-nine requests for exclusion and only one objection. *Id*. ¶ 13. The low number of objections and exclusion rate strongly support a finding that the Settlement is "fair and reasonable." *See, e.g.*, *Johnson v. Meriter Health Servs. Emp. Ret. Plan*, 2015 WL 13546111, at *3 (W.D. Wis. Jan. 5, 2015) ("Ultimately, one objection remains, which speaks volumes as to the fairness of the proposed settlement in the class members' eyes."); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *3 (E.D. Wis. Mar. 22, 2023) (granting final approval of settlement with 137 requests for exclusion and one objection).

The claims rate in this case compares favorably with the claims rate in many other data privacy settlements approved by courts nationwide. *See, e.g.*, *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *4 (E.D. Wis. Mar. 22, 2023) ("A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions."); *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *2 (W.D. Wis. March 4, 2021) (claims rate of approximately 1%); *Cooper v. Mount Sinai Health Sys., Inc.*, No. 23-cv-09485, Dkt. Nos. 73 & 79 (S.D.N.Y.) (approving claims rate of

3.17%); *Reedy v. Everylywell, Inc.*, No. 23-cv-04539, Dkt. Nos. 36 & 38 (N.D. Ill.) (approving claims rate of 3.18%).

Plaintiffs submit that the highly successful notice program negotiated by the Parties, through their respective counsel, and as approved by this Court readily satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and should be finally approved.

DISCUSSION

The Court having granted preliminary approval and the Court-approved notice program having been fully implemented, Plaintiffs respectfully move for final approval of the Settlement pursuant to Rule 23(e) and the factors articulated by the Seventh Circuit. *See Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996). In light of the favorable Class reaction, the meaningful relief obtained, and the risks attendant to continued litigation, the Settlement satisfies the governing standard for final approval.

A. Final Class Certification for Settlement Purposes is Appropriate.

On November 17, 2025, in granting preliminary approval, the Court provisionally determined that the proposed Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a)—numerosity, commonality, typicality, and adequacy of representation—as well as Rule 23(b)(3)'s requirements of predominance and superiority. *See* Dkt. No. 61 ¶¶ 3–6.

Nothing has changed since the Court's preliminary certification analysis, and the factual and legal bases supporting certification remain fully intact. The size and composition of the Class remain the same (nearly 300,000 individuals); the common questions central to Plaintiffs' VPPA claim continue to predominate; Plaintiffs' claims remain typical of those of absent Class Members because they arise from the same alleged course of conduct and rest on the same legal theory underlying alleged violations of the VPPA; and there is no evidence of any conflict undermining adequacy. *See* Dkt. No. 58 at 15-18. To the contrary, the overwhelmingly positive Class reaction

further confirms that Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class.

Further, Rule 23(b)(3)'s predominance and superiority requirements remain satisfied for the same reasons identified at preliminary approval. The central issues—whether Defendants' alleged use of the Meta Pixel resulted in unauthorized disclosures in violation of the VPPA and whether statutory damages are warranted—are common to all Class Members and predominate over any individual questions. *See* Dkt. No. 58 at 19. A class action also remains the superior method of adjudication given the size of the Class and the relatively modest individual recoveries at stake, which would render individual actions impractical. *Id.*

Accordingly, because the Rule 23(a) and (b)(3) requirements previously found satisfied on a provisional basis remain satisfied today, final certification of the Settlement Class is appropriate. *See, e.g.*, *In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d at 745 ("[T]he Court does not disturb its earlier finding that the settlement class in this matter meets the requirements of Rule 23(a) and (b) and that Plaintiffs are appropriate class representatives.").

B. The Settlement Agreement Warrants Final Approval.

A class action settlement may only be approved after a hearing and a finding that the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e). To determine whether a settlement is fair, adequate, and reasonable, the Court considers the following factors:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

These considerations overlap with the factors articulated by the Seventh Circuit prior to the amendment of Rule 23 in 2018 which include: (i) the strength of plaintiffs' case compared to the terms of the settlement; (ii) the complexity, length, and expense of continued litigation; (iii) the amount of opposition to the settlement; (iv) the presence of collusion in gaining a settlement; and (v) the stage of proceedings and amount of discovery completed. *See In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *4. "The Seventh Circuit has stressed that the first factor—the strength of the class's case—is the most important." *Id.*

1. Fed. R. Civ. P. 23(e)(2)(A): Class Representatives & Class Counsel Adequately Represented the Settlement Class Members.

Class Counsel have ample experience litigating data privacy and pixel-tracking class actions and are well-versed in the VPPA and risks of this Action. Class Counsel worked diligently to advance Plaintiffs' and Settlement Class Members' interests. *See generally* Fee Decl.; Dkt. No. 59 (Class Counsel declaration in support of preliminary approval). Prior to reaching the Settlement, Class Counsel conducted a thorough investigation into Defendants' Website and use of tracking technologies, including an extensive review of the Website's source code; researched and drafted the Complaint; engaged in meet-and-confer discussions with Defendants' counsel; conducted formal discovery; and participated in mediation. *Id*. The procedural history of this Action supports finding that Plaintiffs and the Settlement Class Members were adequately represented.

Plaintiffs are also adequate representatives of the Settlement Class. Plaintiffs' interests are fully aligned with those of the Settlement Class, as their VPPA claim arises from the same alleged conduct and legal theory as the claims of other Settlement Class Members. Accordingly, they have every incentive to vigorously pursue the claims of the Settlement Class as they have done to date by remaining actively involved in this Action since its inception, participating in the investigation of the case, reviewing pleadings, participating in discovery, remaining available for consultation throughout settlement negotiations, and reviewing the Settlement Agreement. *See generally* Fee Decl. This factor favors final approval.

2. Fed. R. Civ. P. 23(e)(2)(B): The Settlement was Negotiated at Arm's Length.

"A settlement reached after a supervised mediation weighs in favor of a finding of non-collusiveness[.]" 2 McLaughlin on Class Actions § 6:7 (22nd ed. 2025); *see also Great Neck Cap. Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 410 (E.D. Wis. 2002) ("A strong presumption of fairness attaches to a settlement agreement when it is the result of this type of negotiation.").

The presumption of non-collusiveness applies here. The Settlement was the product of good-faith, arm's-length negotiations, including a formal mediation before the Hon. Mary Anne Mason (Ret.), an experienced mediator in complex data privacy class actions, as well as multiple conferences among seasoned counsel who possessed a thorough understanding of the strengths and weaknesses of the Parties' respective claims and defenses. The Parties reached agreement only after engaging in both formal and informal discovery and conducting a detailed investigation into Defendants' alleged use of tracking technologies on their Website. This factor supports final approval of the Settlement.

3. Fed. R. Civ. P. 23(e)(2)(C): The Settlement Provides Substantial Relief.

Rule 23(e)(2)(C) requires examination of the relief provided by the proposed Settlement. Here, the benefits available to Class Members as a result of the Settlement are substantial in comparison to the significant risk of obtaining no recovery or reduced recovery after protracted litigation. *See, e.g.*, *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *6 (finding that data breach "settlement benefits, when compared against the strength of the plaintiffs' case, are adequate. Class members are unlikely to recover materially greater benefits through further litigation.").

Under this Settlement, Class Members will be compensated for the harms they have allegedly suffered due to Defendants' purported use of tracking technologies in violation of the VPPA. The estimated average payment is approximately $61.16 for each Settlement Class Member with a valid claim. RG/2 Decl. ¶ 18. The Settlement benefits here are comparable to results reached in other data privacy cases concerning the use of impermissible tracking technologies in VPPA cases. *See, e.g.*, *Braun v. Philadelphia Inquirer, LLC*, 2025 WL 1314089, at *3 (E.D. Pa. May 6, 2025) (granting final approval where "[b]ased on 23,830 claims and an estimated Net Settlement Fund of $650,080.50, the estimated settlement payment to each Class member is $27.30."); *Stark v. Patreon, Inc.*, 2025 WL 1592736, at *10 (N.D. Cal. June 5, 2025) (approving settlement of approximately $42 in pro rata payments finding that "[t]his is an amount that is within the range of VPPA settlements that have been approved.") (collecting cases); *see also In re Advoc. Aurora Health Pixel Litig.*, Case No. 22-cv-01253 (E.D. Wis.) (final approval granted for non-reversionary common fund settlement of $2.5 million for a class of approximately 12.25 million class members).

As explained further below, the relief provided through the Settlement is also well within the range of possible approval when considered in light of the Rule 23(e)(2)(c)(i)-(iv) factors.

a. Fed. R. Civ. P. 23(e)(2)(C)(i): The Costs, Risk, and Delay of Trial and Appeal Favor Final Approval.

The Settlement is particularly significant when weighed against the substantial costs, risks, and delays of continued litigation. *See* Fed. R. Civ. P. 23(e)(2)(C)(i). The most important settlement-approval factor is "the strength of plaintiff's case on the merits balanced against the amount offered in the settlement." *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (citations omitted).

In this case, the Settlement provides substantial monetary relief that is concrete, guaranteed, and immediate. All Settlement Class Members are eligible to receive a pro rata share of the Settlement Fund after payment of all costs and expenses. Based on RG/2 Claims calculations, and assuming no additional claims are filed and no deficiencies cured, the estimated average payment will be $61.16 per Settlement Class Member. *See* RG/2 Decl. ¶ 18. The value achieved through the Settlement is guaranteed, whereas the chance of prevailing on the merits is uncertain.

Although Plaintiffs are confident in the merits of their claims, success is not guaranteed. Should litigation continue, Plaintiffs face significant risks. VPPA-based data privacy and tracking technology cases are complex, raising novel legal questions at the pleading stage, class certification, and summary judgment. *See, e.g.*, *Stoudemire v. Lee Enters., Inc.*, 2025 WL 4114171, at *2 (S.D. Iowa Aug. 14, 2025) ("The VPPA was enacted long before social media companies began using algorithms and cookies to interact with consumers, and for a very different reason. Accordingly, Defendant has a plausible argument that the VPPA was not meant to apply in circumstances like those presented here."). Defendants would also continue to vigorously defend the case, and the litigation could span for years. Considering all of this, Plaintiffs' likelihood of success at trial and on appeal is not certain. Considering these risks, the $1,450,000.00 non-

reversionary Settlement Fund is a substantial recovery for the Settlement Class. The Settlement benefits are, therefore, fair, adequate, and reasonable compared to the range of possible recovery.

b. Fed. R. Civ. P. 23(e)(2)(C)(ii): The Method of Providing Relief is Effective.

Under Rule 23(e), "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims," is also a relevant factor in determining the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii). Here, the notice program and claim form were designed to be claimant friendly and to encourage the filing of valid claims by Settlement Class Members. To file a claim, Settlement Class Members needed only to complete a simple claim form online on the Settlement Website or by mail to opt into a pro rata cash payment. The Settlement Administrator, RG/2 Claims, is an experienced and nationally recognized class action administration firm. *See* RG/2 Decl. ¶ 3.

The effectiveness of the notice and claims procedure is reflected by the response from the Settlement Class. As of March 2, 2026, RG/2 Claims received 14,431 claim forms from Settlement Class Members, which equates to a claims rate of 5.52%. RG/2 Decl. ¶ 17. This participation compares favorably with claims rates observed in other data privacy and pixel-tracking class action settlements. *See* The Notice Program §(C) (compiling cases). Accordingly, the methods of distributing relief to Settlement Class Members further support that the Settlement is fair, reasonable, and adequate.

c. Fed. R. Civ. P. 23(e)(2)(C)(iii): The Proposed Award of Attorneys' Fees is Fair and Reasonable.

Rule 23(e)(2)(C)(iii) requires consideration of "the terms of any proposed award of attorneys' fees, including timing of payment." Here, the non-reversionary Settlement Fund is $1,450,000.00 which, in addition to paying benefits to Settlement Class Members, will also be used to pay the notice and Settlement administration costs (approximately $105,000), $10,070.55

in litigation costs incurred by Class Counsel, and $6,000.00 in Service Awards to the Settlement Class Representatives, if approved by the Court. *See* Dkt. No. 66 (Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards).

Plaintiffs request attorney's fees in the amount of $446,333.33—equivalent to one-third of the Settlement Fund after deducting notice and Settlement administration costs and the proposed Service Awards—as well as reimbursement of $10,070.55 in litigation costs incurred by Class Counsel. *Id*. This fee and expense request falls in line with other awards in data privacy cases as discussed in Plaintiffs' Motion for Attorneys' Fees, Expenses, and Class Representative Service Awards. *Id*.

Plaintiffs also seek Service Awards of $2,000.00 each. These requested awards are well within the range that Courts within the Seventh Circuit routinely approve. *See, e.g.*, *Daluge v. Cont'l Cas. Co.*, 2018 WL 6040091, at *3 (W.D. Wis. Oct. 25, 2018) ("As for the appropriate amount, district courts in this circuit have awarded incentive fee awards ranging from $5,000 to $25,000.") (collecting cases); *Hobon v. Pizza Hut of S. Wisconsin, Inc.,* 2019 WL 13217369, at *2 (W.D. Wis. Dec. 13, 2019) ("John Hobon's payment of $10,000 is fair and reasonable given his efforts in initiating litigation and securing a recovery on behalf of himself and the class, and the risks he assumed in his role as class representative."); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 949 (N.D. Ill. 2022) (approving $2,500 service awards for approximately 35 plaintiffs).

d. Fed. R. Civ. P. 23(e)(2)(C)(iv): There Are No Additional Agreements.

Rule 23(e)(2)(C)(iv) requires the Court to consider any side agreements that must be disclosed under Rule 23(e)(3). As no additional agreements requiring identification exist, this factor does not weigh in favor of or against final approval here.

4. Fed. R. Civ. P. 23(e)(2)(D): The Settlement Agreement Treats Settlement Class Members Equitably.

Finally, Rule 23(e) requires that the settlement "treat[] class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). The Settlement here treats all Settlement Class Members fairly and equitably. Settlement Class Members who submit a valid claim form will receive a pro rata share of the Settlement Fund after deduction of notice and Settlement administration costs, attorneys' fees and expenses, and Service Awards awarded by the Court. Accordingly, the Settlement treats Settlement Class Members equitably because it entitles Settlement Class Members to the same monetary payment as every other member of the Settlement Class. *See, e.g.*, *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is "assured by straightforward pro rata distribution" of the settlement fund).

C. The Sole Objection Should be Overruled.

A single objection was submitted by Mr. Michael Lloyd via email to Class Counsel on the objection deadline. *See* RG/2 Decl. Ex. D. [3] Mr. Lloyd objects primarily to the amount of attorneys' fees requested, asserting that the fees are excessive when compared to the monetary recovery available to claimants.

At the outset, Mr. Lloyd's objection appears to be based on a factual misunderstanding. The litigation costs requested by Class Counsel total $10,070.55—not $105,000. *See* Dkt. No. 66. Mr. Lloyd appears to conflate Class Counsel's request for litigation costs and expenses with the separate costs associated with Settlement administration. As explained in the RG/2 Claims' Declaration, the Settlement Administrator's fees were necessarily incurred to implement the

[3] The objection also does not comply with the technical requirements of the Settlement Agreement as it does not include the case name and number; unique identification number for the Settlement Class Member; and the address and telephone number of the Class Member. *See* SA, ¶ 6.1.1.

Court-approved notice program and claims process. *See generally* RG/2 Decl. These administration services included, among other tasks, disseminating direct notice via email and U.S. mail, establishing and maintaining the Settlement Website, processing claims, and responding to inquiries from Settlement Class Members. *Id.* ¶¶ 5-17, 19. Such costs are essential components of any class action settlement.

Moreover, as set forth in detail in Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards and Memorandum in Support, filed on February 13, 2026, Class Counsel's requested fees are reasonable, consistent with prevailing market rates for complex class action litigation in this jurisdiction, and justified by the work Class Counsel performed litigating this Action over more than two years and the results achieved. *See generally* Dkt. No. 66. The requested fee represents a standard percentage of the net common fund and reflects the significant risk and time expended in prosecuting this Action on a contingent basis. *Id.*; *see also In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *9 (overruling similar objection and finding "having considered the risk of nonpayment and the other relevant factors, I conclude that a fee amounting to one-third of the gross settlement is reasonable.").

Further, the $1,450,000.00 Settlement Fund is non-reversionary, meaning that none of the funds will revert to Defendants. Instead, the entire net Settlement amount will be distributed for the benefit of the Settlement Class. Although Mr. Lloyd references an initial per-capita calculation of approximately $3 per Class Member, that figure assumes distribution to the entire class without regard to actual claim participation. In reality, payments are distributed on a pro rata basis among valid claimants. As confirmed by the Settlement Administrator, the estimated payment to each Settlement Class Member who submits a valid claim is approximately $61.16—an amount substantially greater than the figure cited in the objection. *See* RG/2 Decl. ¶ 18.

In short, Mr. Lloyd's objection rests on incorrect assumptions regarding both the amount of litigation costs and the anticipated recovery to participating Class Members. The requested attorneys' fees are proportionate to the Settlement benefit achieved, consistent with governing law, and reflect the substantial effort required to obtain a non-reversionary common fund of this size. Accordingly, Mr. Lloyd's objection should be overruled.

CONCLUSION

Because the proposed Settlement is fair, reasonable, and adequate, Plaintiffs respectfully request that the Court grant final approval of the class action settlement and enter the proposed Order (attached hereto as Exhibit 1).

Dated: March 2, 2026

Respectfully submitted,

/s/ *Britany A. Kabakov*

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Counsel for Plaintiffs & the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2026, I caused the foregoing to be electronically filed with the Clerk of the Court, using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Britany A. Kabakov
Britany A. Kabakov