

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No.: 1:22-cv-21735-BB**

ANN JOHNSON, AS THE REPRESENTATIVE OF
A CLASS OF SIMILARLY SITUATED PERSONS,
AND ON BEHALF OF THE ROYAL CARIBBEAN
CRUISES LTD. RETIREMENT SAVINGS PLAN,

Plaintiff,

v.

RUSSELL INVESTMENTS TRUST COMPANY
(F/K/A RUSSELL TRUST COMPANY), ROYAL
CARIBBEAN CRUISES LTD., AND ROYAL
CARIBBEAN CRUISES LTD. INVESTMENT
COMMITTEE,

Defendants.

**MEMORANDUM OF LAW IN SUPPORTS OF
PLAINTIFF'S UNOPPOSED MOTION FOR COSTS, ADMINISTRATIVE EXPENSES,
AND CLASS REPRESENTATIVE SERVICE AWARD**

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MOTION

In light of the Parties' Class Action Settlement Agreement¹ and the outcome it represents for the participants and beneficiaries of the Royal Caribbean Cruises Ltd. Retirement Savings Plan ("Plan"), Plaintiff and Class Counsel respectfully petition the Court to award: (1) litigation costs in the amount of \$326,792.10; (2) settlement administration expenses in the amount of \$31,798; and (3) a class representative service award in the amount of \$5,000 to the Named Plaintiff, Ann Johnson.

INTRODUCTION

After over four years of hard-fought litigation, Plaintiff Ann Johnson ("Plaintiff") has reached a partial settlement of her class action claims with Defendant Russell Investments Trust Company ("Russell") in this Employee Retirement Income Savings Act ("ERISA") case related to the Royal Caribbean Cruises Ltd. Retirement Savings Plan ("Plan") and the Russell Funds. This is a partial settlement in that it applies only to the claims against Russell. The claims against Defendants Royal Caribbean Cruises Ltd. ("Royal Caribbean") and the Royal Caribbean Cruises Ltd. Investment Committee ("Committee") (collectively, the "Non-Settling Defendants") remain subject to a pending appeal and are not released. This partial settlement represents a meaningful recovery in a case in which summary judgment was already granted in favor of Russell, while also allowing Plaintiff to continue to pursue claims for additional relief on behalf of the Plan against the Non-Settling Defendants.

Class Counsel litigated these claims to the eve of trial (and now, through appeal), receiving the Court's order granting Defendants' summary judgment motions just days before the final pretrial conference. Class Counsel incurred significant expenses throughout that time, including

¹ A copy of the Partial Class Action Settlement Agreement has been filed at ECF No. 288-02.

expenses necessary to prepare themselves and their expert witnesses for trial. Up to this point, Class Counsel has not been compensated for their efforts. And Class Counsel does not request any attorneys' fees as part of this motion. Instead, Class Counsel requests only to be reimbursed for reasonable out-of-pocket expenses it has incurred in leading this litigation to the eve of trial and through an appeal to the Eleventh Circuit.

The reimbursements requested are precisely the type of "out-of-pocket costs" that are "routinely awarded" in class action settlements. *Todd Benjamin Int'l, Ltd. v. Grant Thornton Int'l, Ltd.*, 2025 WL 1640918, at *4 (S.D. Fla. May 19, 2025) (citing *Hanley v. Tampa Bay Sports & Ent. LLC*, 2020 WL 2517766, at *6 (M.D. Fla. Apr. 23, 2020) ("courts normally grant expense requests in common fund cases as a matter of course"); *Belin v. Health Ins. Innovations, Inc.*, 2022 WL 1126006, at *6 (S.D. Fla. Mar. 10, 2022), *report and recommendation adopted*, 2022 WL 1125788 (S.D. Fla. Apr. 15, 2022) (same). Indeed, courts have found that "[P]laintiffs' counsel is entitled to be reimbursed from the class fund for reasonable expenses incurred" when reaching a class action settlement. *See In re Fortra File Transfer Software Data Sec. Breach Litig.*, 794 F. Supp. 3d 1203, 1224-25 (S.D. Fla. 2025) (quoting *Behrens v. Wometco Enterprises, Inc.*, 118 F.R.D 534, 549 (S.D. Fla. 1988).

The reimbursement requested is eminently reasonable. Although the aggregate amount of \$326,792.10 is large in relation to the total \$500,000 Settlement, the costs are far lower than those reimbursed in similar complex ERISA class actions. *See, e.g., Moitoso v. FMR LLC*, No. 1:18-cv-12122-WGY, ECF No. 271 (D. Mass. Feb. 26, 2021) (approving \$1,378,437.13 in litigation expenses in ERISA class action that settled on the eve of trial); *Krueger v. Ameriprise Financial*, 2015 WL 4246879, at *3-4 (D. Minn. July 13, 2015) (approving reimbursement of \$782,209.69 in costs in ERISA class action that settled before trial); *Spano v. Boeing Co.*, 2016 WL 3791123, at

*4 (S.D. Ill. Mar. 31, 2016) (approving \$1,813,198.85 in litigation expenses in an ERISA class action settling on the eve of trial); *Beesley v. Int'l Paper Co.*, 2014 WL 375432, at *4 (S.D. Ill. Jan. 31, 2014) (approving \$1,563,046.39 in litigation expenses in an ERISA class action settling before trial); *Main v. American Airlines, Inc.*, No. 4:16-cv-00473, ECF No. 138 at 2 (N.D. Tex. Feb. 21, 2018) (approving over \$428,000 in costs in ERISA class action settling before trial); *Shanechian v. Macy's, Inc.*, 2013 WL 12178108, at *4 (S.D. Ohio June 25, 2013) (approving \$435,916 in expenses in ERISA class action settling before summary judgment); *Kanawi v. Bechtel Corp.*, 2011 WL 782244, at *3 (N.D. Cal. Mar. 1, 2011) (approving \$1,571,102.56 in litigation expenses in an ERISA class action); *Tussey v. ABB, Inc.*, 2019 WL 3859763, at *6 (W.D. Mo. Aug. 16, 2019) (approving \$2,256,805 in litigation expenses in an ERISA class action); *Sims v. BB&T Corp.*, 2019 WL 1993519, at *4 (M.D. N.C. May 6, 2019) (approving \$737,377.68 in expenses in ERISA class action). Moreover, assuming all requested amounts are allowed, each member of the Settlement Class will still receive payments averaging just under \$15 per person, while also retaining the possibility of additional future compensation should Plaintiff's appeal of the dismissal of her claims against the Non-Settling Defendants be successful. *Declaration of Brock J. Specht in Support of Plaintiff's Unopposed Motion for Costs, Administrative Expenses, and Class Representative Service Award* ("Second Specht Decl.") ¶ 2. Under the circumstances, this lemons-into-lemonade outcome is a very favorable result for the Class.

Accordingly, Plaintiff respectfully requests that the Court award (1) litigation costs in the amount of \$326,792.10; (2) settlement administration expenses in the amount of \$31,798; and (3) a class representative service award in the amount of \$5,000 to the Named Plaintiff, Ann Johnson.

BACKGROUND

I. PLEADINGS AND ADMINISTRATIVE EXHAUSTION

Plaintiff filed this action on June 7, 2021, in the Western District of Washington asserting

claims against the Defendants for breach of fiduciary duty under ERISA. ECF No. 1. Plaintiff brought this action on behalf of the Plan pursuant to 29 U.S.C. § 1132(a) to recover losses to the Plan under 29 U.S.C. § 1109(a) and to obtain other appropriate relief. *Id.* On August 30, 2021, Plaintiff filed an Amended Complaint. ECF No. 31. On March 15, 2022, the District Court for the Western District of Washington entered an order transferring this case to the Southern District of Florida. ECF No. 68.

On June 30, 2022, the Court issued an Order staying the case to allow Plaintiff to proceed through the administrative claims process, as required under Eleventh Circuit law. ECF No. 96. On March 17, 2023, the Court issued an Order Reopening the case. ECF No. 108. Defendants filed answers to the Amended Complaint on April 19, 2023. ECF Nos. 109, 110.

II. DISCOVERY, CLASS CERTIFICATION, SUMMARY JUDGMENT, APPEAL, AND SETTLEMENT

During the course of this case, the Settling Parties engaged in extensive discovery. Document discovery included the production of more than 388,888 pages along with additional data regarding the class. *Second Specht Decl.* ¶ 3. Additionally, a total of nine fact witnesses were deposed in addition to Ms. Johnson. *Id.* Following fact discovery, the Parties completed expert discovery, which entailed exchanging expert reports and conducting additional depositions of seven expert witnesses. *Id.* The Parties also attempted to resolve this case at an earlier phase through a private mediation, which was unsuccessful. *Id.*

On August 1, 2024, the Court issued an Order Granting Plaintiff's Motion for Class Certification. ECF No. 161. On October 18, 2024, Russell and the Non-Settling Defendants separately moved for summary judgment as to all claims. ECF Nos. 176, 179. On January 31, 2025, ten days before the action was scheduled for trial, the Court issued an Order granting both motions as to all claims. ECF No. 273; *see* ECF No. 134. Plaintiff then filed a notice of appeal on

March 3, 2025. ECF No. 277. During the pendency of the appeal, Plaintiff and Russell continued to discuss the possibility of resolving Plaintiff's claims against Russell, which ultimately resulted in the current Settlement. Meanwhile, on January 27, 2026, the Eleventh Circuit heard oral argument related to Plaintiff's claims against the Non-Settling Defendants. As of the date of this motion, the Eleventh Circuit has not issued a decision on Plaintiff's appeal.

The Settlement Agreement applies to the following Settlement Class:

All participants and beneficiaries of the Royal Caribbean Cruises, Ltd. Retirement Savings Plan at any time on or after October 1, 2015 through May 23, 2019, who had any portion of their account invested in the Russell Funds.

Settlement ¶ 1.47. This Settlement Class is consistent with the class previously certified by the Court. ECF No. 161.

III. COSTS, EXPENSES, AND SERVICE AWARD SOUGHT

A. Class Counsel's Expenses

Class Counsel requests reimbursement of out-of-pocket expenses totaling \$326,792.10.

These costs are summarized as follows:

Category	Cost
Appeal	\$8,516.50
Financial Database Subscription Charges	\$22,181.02
Expert Fees	\$220,763.00
Transcripts	\$33,232.77
Court Fees	\$2,589.45
Pacer/Westlaw	\$5,475.94
Postage, Shipping, Copies	\$1,681.39
Travel Expenses	\$5,699.79
Document Database Hosting and Storage	\$11,694.74
Process/Courier Service	\$745.00
Mediation	\$14,212.50
TOTAL	\$326,792.10

Second Specht Decl. ¶ 7. A more detailed description of the items included in these categories is provided in the accompanying Declaration. *Id.*

B. Settlement Administration Services

Settlement administration services provided by the Settlement Administrator, Analytics Consulting, LLC (“Analytics”) include (1) reviewing the Settlement Class member information provided by Defendants; (2) preparing and distributing the Class Notices; (3) searching for valid addresses for any Settlement Class members whose Class Notices were returned as undeliverable; (4) establishing a telephone support line for Settlement Class members and handling any class member calls; (5) creating and maintaining the Settlement Website; (6) distributing the notices to government officials required by the Class Action Fairness Act (“CAFA”); (7) executing the Plan of Allocation based on the data provided by the Plan’s recordkeeper; (8) managing the project and communicating with the parties regarding the status of settlement administration; and (9) facilitating delivery of Settlement payments to Settlement Class Members. *See Second Specht Decl.* ¶ 10. These services are necessary to effectuate the Settlement, and will benefit Class Members by ensuring they receive notice of the Settlement and distribution of payments. *Id.*

C. The Work of the Named Plaintiff

Plaintiff has been an exemplary Class Representative. *See Second Specht Decl.* ¶ 11-13. She has remained involved throughout the four-plus years of litigation, including by (1) assisting in the initial investigation; (2) asking and answering questions about the case; (3) providing documents and other information; (4) regularly consulting with Class Counsel; (5) responding to interrogatories; (6) sitting for a deposition; (7) attending mediation; and (8) discussing the strengths and weaknesses of the Settlement with Class Counsel. *Id.*

ARGUMENT

I. THE COURT SHOULD APPROVE THE REQUESTED COSTS AND EXPENSES

Class Counsel seeks reimbursement of \$326,792.10 in costs and expenses. These expenses, “comprised of actual out-of-pocket costs Plaintiff[’s] counsel reasonably and necessarily incurred

and paid in connection with prosecution of the Action and the Settlement, are reasonable.” *Owings v. Medusind, Inc.*, 2026 WL 199302, at *12 (S.D. Fla. Jan. 26, 2026). The Court should award these costs because they are the type typically awarded in similar class action cases, and the amount is reasonable (and in fact lower) compared to similar ERISA class actions at similar stages of litigation.

A. The Type of Costs Incurred Are the Type Typically Reimbursed by Courts

Courts typically reimburse class counsel for costs incurred in class-action litigation. “These costs and expenses consist of, among others, fees for experts, photocopies, travel, online research, translation services, mediator fees, and document review and coding expenses.” *Gevaerts v. TD Bank*, 2015 WL 6751061, at *14 (S.D. Fla. Nov. 5, 2015) (awarding these costs). These are precisely the types of expenses sought here, including expert fees, copies, travel, online research and database access, transcripts, and mediator fees. *Second Specht Decl.* ¶ 7. “These costs and expenses, advanced by Class Counsel for the benefit of the Settlement Class, were necessarily incurred in furtherance of the litigation of the Action and the Settlement.” *Gevaerts*, 2015 WL 6751061, at *14. Courts routinely award these types of expenses. *See, e.g., In Re Checking Acct. Overdraft Litig.*, 2014 WL 11370115, at *18 (S.D. Fla. Jan. 6, 2014) (awarding expert fees, court reporter and transcript fees, and mediation fees); *Kukorinis v. Walmart, Inc.*, 2024 WL 3226772, at *13 (M.D. Fla. June 28, 2024) (awarding expert fees, mediation fees, travel expenses, legal research costs, court fees, photocopying costs, postage, etc.) (collecting cases approving similar expenses).

B. The Total Amount Requested Is Reasonable In Light of the Complexity of the Case and the Late Stage of the Litigation

Class Counsel incurred only \$326,000 in expenses in this case complex ERISA case, which involved multiple deep-pocketed defendants and was litigated to the eve of trial. This is remarkably

efficient compared to similar cases. Counsel in similar ERISA class actions are regularly awarded far more than the amount requested here. *See, e.g., Moitoso*, 1:18-cv-12122-WGY, ECF No. 271 (approving \$1,378,437.13 in litigation expenses in ERISA class action that settled on the eve of trial); *Krueger*, 2015 WL 4246879, at *3-4 (approving reimbursement of \$782,209.69 in litigation expenses in ERISA class action that settled before trial); *Spano*, 2016 WL 3791123, at *4 (approving \$1,813,198.85 in litigation expenses in an ERISA class action settling on the eve of trial); *Beesley*, 2014 WL 375432, at *4 (approving \$1,563,046.39 in litigation expenses in an ERISA class action settling before trial); *Main*, No. 4:16-cv-00473, ECF No. 138 at 2 (approving over \$428,000 in litigation expenses in ERISA class action settling before trial); *Shanechian*, 2013 WL 12178108, at *4 (approving \$435,916 in litigation expenses in ERISA class action settling before summary judgment); *Tussey*, 2019 WL 3859763, at *6 (approving \$2,256,805 in litigation expenses in an ERISA class action); *Kanawi*, 2011 WL 782244, at *3 (approving \$1,571,102.56 in litigation expenses in an ERISA class action); *Sims*, 2019 WL 1993519, at *4 (approving \$737,377.68 in litigation expenses in ERISA class action).

Minimizing the expenses was a product of efficiency and experience. Indeed, over two-thirds of the expenses stem from expert witness fees, which were necessary to respond to the opinions of the four experts presented by Defendants and to prepare Plaintiff's experts to testify at trial. Accordingly, the request for reimbursement of out-of-pocket expenses should be granted.

II. THE SETTLEMENT ADMINISTRATOR'S EXPENSES ARE REASONABLE

Class Counsel selected Analytics as the Settlement Administrator and Escrow Agent after a competitive bidding process in which Analytics proved it could cost-effectively administer the Settlement. *See Second Specht Decl.* ¶ 10. Indeed, the cost of providing those settlement administration and escrow services is only about \$3.50 per Class Member. Analytics also has substantial experience as a class action settlement administrator. *See, e.g., Colon v. Johnson*, 2024

WL 5133933, at *3 (M.D. Fla. Dec. 13, 2024) (awarding settlement administration expenses to Analytics), *report and recommendation adopted*, 2024 WL 5131566 (M.D. Fla. Dec. 17, 2024).

“Under the agreement, the settlement administrator’s fees will be deducted from the Gross Fund. Courts routinely approve similar requests[.]” *Mcguire v. Intelident Sols., LLC*, 2020 WL 10506642, at *9 (M.D. Fla. Sept. 2, 2020), *report and recommendation adopted*, 2020 WWL 10506644 (M.D. Fla. Sept. 28, 2020); *see also Su v. Elec Arts, Inc.*, 2006 WL 4792780, at *5 (M.D. Fla. Aug. 29, 2006), *report and recommendation adopted*, 2007 WL 2780899 (M.D. Fla. Sept. 20, 2007) (approving expenses for settlement administrator); *Crump v. Sch. Bd. Of Palm Beach Cnty.*, Fla. 2020 WL 13613010, at *4 (S.D. Fla. Apr. 8, 2020) (same); *Paulot v. Sch. Bd. Of Palm Beach Cnty.*, Fla. 2019 WL 13256536, at *8 (S.D. Fla. May 14, 2019) (same). The Court should do the same here.

III. THE COURT SHOULD GRANT THE REQUESTED SERVICE AWARD

The \$5,000 service award requested here is a reasonable means of recognizing the significant efforts and the risks that Plaintiff has undertaken over the last five years and the benefits to the Class that would not have been possible without her efforts. It is also of the kind that courts in this circuit have continued to award post-*Johnson*.

“Prior to September 17, 2020, courts in this circuit routinely approved incentive awards to compensate class representatives for the services they provide and the risks they incur on behalf of the Class.” *Pledger v. Reliance Tr. Co.*, 2021 WL 2253497, at *8-9 (N.D. Ga. Mar. 8, 2021). In *Johnson v. NPAS Sols.*, the Eleventh Circuit found that two Supreme Court cases from the 1800s “prohibit the type of incentive award that the district court approved” in that case, which involved alleged violations of the Telephone Consumer Protection Act (“TCPA”). 975 F.3d 1244, 1260 (11th Cir. 2020) (relying on *Trustees v. Greenough*, 105 U.S. 527 (1882) and *Cent. R.R. & Banking*

Co v. Pettus, 113 U.S. 116 (1885)).

Post-*Johnson*, courts in this circuit, including in numerous ERISA cases, have distinguished *Johnson* and/or continued to grant service awards to class representatives:

This Court has reviewed both *Greenough* and *Pettus* and finds that those factual settings are distinguishable from this case. The Eleventh Circuit characterized the incentive award in the TCPA case as “part salary and part bounty” which creates a conflict between the plaintiff and other class members. *Johnson*, 975 F.2d at 1258. However, unlike *Greenough* and *Pettus*, the Class Representatives in this case were not promised a ‘bonus’ or ‘salary,’ but undertook a considerable risk of alienation and harm to their reputations for seeking to enforce their rights under ERISA. But for their service and willingness to accept this risk, the Class would have received nothing.

Pledger, 2021 WL 2253497, at *8-9 (granting service award in an ERISA case post-*Johnson*).

Like the plaintiffs in *Pledger*, Plaintiff here is not receiving a “salary” or a “bounty,” nor was she promised anything for her participation in the case. *Second Specht Decl.* ¶ 13. Indeed, she testified under oath that she was not promised any reward and that she does not expect to receive any money for participating in this case, but chose to represent the Class anyway. *Id.* This is not the type of “salary” or “bounty” arrangement which creates the type of conflict between a class and a named plaintiff that *Johnson* warned of.

In addition to *Pledger*, numerous courts in this circuit have continued to grant service awards in similar circumstances post-*Johnson*. See, e.g., *Henderson v. Emory Univ.*, 2020 WL 9848978, at *5 (N.D. Ga. Nov. 4, 2020) (ERISA case granting a request for a service award because it “does not constitute a salary or a bounty...The Class Representatives were integral to achieving the settlement which in turn benefits the entire class. Without them, the class members would receive nothing and their retirement plans would not have been adjusted.”); *Kinder v. Koch Industries, Inc.*, No. 1:20-cv-2973-MHC, ECF No. 74 (N.D. Ga. Dec. 9, 2021) (ERISA case granting service award); *Park v. B&M Mgmt. Co., LLC*, 2023 WL 2862282, at *1 (M.D. Ala. Apr. 10, 2023) (granting service award); *Troxel v. Gunité Pros, LLC*, 2022 WL 17416492, at *6 (S.D.

Ala. Dec. 5, 2022) (same). The Court should follow the same path.

CONCLUSION

Accordingly, Plaintiff respectfully requests that the Court award: (1) litigation costs in the amount of \$326,792.10; (2) settlement administration expenses in the amount of \$31,798; and (3) a class representative service award in the amount of \$5,000 to the Named Plaintiff, Ann Johnson.

CERTIFICATE OF L.R. 7.1(a)(3) GOOD FAITH CONFERENCE

Class Counsel certifies that the parties have conferred in writing regarding the relief sought in this motion. Russell confirmed that it does not oppose the relief sought. The Non-Settling Defendants confirmed that they take no position on any of the issues presented.

Dated: June 1, 2026

Respectfully submitted,

WENZEL, FENTON, CABASSA, P.A.

s/ Brandon J. Hill

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 1, 2026, I electronically filed the foregoing document via CM/ECF, which caused a true and correct copy to be served electronically upon all entitled parties.

/s/ Brandon J. Hill
Brandon J. Hill