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

KATHRYN G. COLLIER and BENJAMIN M. SEITZ, on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No. 2016 CH 13568
SP PLUS CORPORATION,	)	The Honorable David B. Atkins Judge Presiding
Defendant.	)	

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

Plaintiffs Kathryn G. Collier and Benjamin M. Seitz, pursuant to 735 ILCS 5/2-806, move this Court for entry of an order granting preliminary approval of the class action settlement ("Settlement Agreement") reached between Plaintiffs and Defendant SP Plus Corporation, attached as **Exhibit A**.

I. INTRODUCTION

The Parties have been engaged in vigorous litigation since 2016, when this action first began. Filed on behalf of Plaintiffs and a class of individuals who alleged that, when parking at the main parking garage or any surface lot (economy, short term, long term) at Dayton Internation Airport in Dayton, Ohio, they received an electronically printed receipt disclosing the expiration dates of their credit or debit card numbers, Plaintiffs sought statutory damages for themselves and the class members under FACTA.[1] *See, e.g., Lee v. Buth-Na-Bodhaige, Inc*., 2019 IL App (5th) 180033, ¶ 64 ("When an entity willfully fails to comply with FACTA's truncation requirements, FACTA provides a private cause of action for statutory damages and does not require a person to suffer actual damages in order to seek recourse for a willful violation of the statute.").

FACTA is a federal statute that requires merchants, such as Defendant, to mask certain portions of credit or debit card information on electronically printed receipts provided to customers.[2] The purpose of FACTA is "to prevent criminals from obtaining access to consumers' private financial and credit information in order to reduce identity theft and credit

[1] Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c(g)(1) ("FACTA").

[2] In pertinent part, FACTA states, "no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction." 15 U.S.C. § 1681c(g)(1).

card fraud." Pub. L. No. 110–241 (HR 2008), 122 Stat. 1565 (June 3, 2008).

In this case, Plaintiffs allege that Defendant knowingly or recklessly failed to comply with FACTA by printing the expiration dates of credit cards and debit cards on receipts provided to consumers. Defendant denies this allegation.

Over the last nine years, the Parties engaged in substantial discovery, exchanging multiples rounds of written discovery as well as producing and reviewing thousands of pages of records. In addition, the Parties engaged in extensive arm's-length negotiations, including three separate formal mediation sessions with the Hon. Diane Walsh (Ret) that focused on the claims in another case alleging FACTA violations by SP Plus at Cleveland Hopkins International Airport, but also sought to resolve the claims in this case.

Ultimately, the Parties reached an agreement in principle to settle this matter on a class-wide basis, subject to a final, more detailed Settlement Agreement. Consistent with that agreement in principle, the Parties entered into a binding settlement term sheet in April 2025, memorializing essential terms of their agreement in principle for the purpose of documenting a formal Settlement Agreement and in anticipation of obtaining this Court's approval of both the terms of the Settlement and subsequent administration. The Settlement Agreement aims to resolve this matter, with a view toward achieving substantial benefits for the Settlement Class while avoiding the cost, delay, and uncertainty of further litigation.

Pursuant to the Settlement Agreement, any Class Member[3] who submits a timely and Valid Claim Form shall receive a Voucher for up to $23 to be used for airport parking at Dayton International Airport. The Claim Form will require a sworn statement attesting that the Class

[3] Unless otherwise stated herein, all defined, capitalized terms included in this motion have the same meaning as in the Settlement Agreement, **Ex. A**.

Member parked at Dayton International Airport between October 14, 2014, and October 14, 2016; used a credit or debit card for payment; and received an electronically printed paper receipt. Class Members must also attest to the make and model of the vehicle used to park during the Class Period and provide other information, including their full name, their home address, and a valid email address.

All told, this Settlement is expected to provide the Settlement Class with a recovery in line with several other FACTA class action settlements approved by various federal courts. In addition, Defendant's electronically printed receipts for credit and debit card transactions at Dayton International Airport are in full compliance with FACTA. Given the hurdles facing the Settlement Class in this litigation, the difficulty of proving willfulness, and the recent decision of the Illinois Supreme Court in *Fausett v. Walgreen Co*., 2025 IL 13144, holding that an *actual* as opposed to *potential* injury is required in order to have standing to bring a FACTA claim, the results achieved are outstanding.

Plaintiffs therefore move this Court for an order: (a) certifying the Settlement Class for purposes of settlement only; (b) appointing Kathryn Collier and Benjamin Seitz as Class Representatives for purposes of settlement only; (c) appointing as class counsel Freed Kanner London & Millen LLC, Foos & Lentz, LLP, and Gibson & Siegal, LPA for purposes of settlement only; (d) granting preliminary approval of the Settlement and plan for giving notice to the Settlement Class; and (e) setting this matter for a final approval/fairness hearing.

II. SUMMARY OF THE SETTLEMENT

The proposed Settlement Class is defined as follows:

> All persons who, from October 14, 2014, through October 14, 2016, paid for parking at the main parking garage or any surface lot (economy, short term, long term) at Dayton International Airport using a credit card or debit card and received an electronically printed paper receipt.

Excluded from the class are any individuals who timely exclude themselves from the Class, as well as Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc. (as defined in the Settlement Agreement), and family members of both, and Court personnel and their family members.

A. The Settlement amount and benefits to Class Members.

The Settlement Agreement provides that Defendant shall issue a Voucher for up to $23 to be used for airport parking at Dayton International Airport to any Class Member who submits a valid and timely claim form. Defendant has also agreed to pay the costs of Class Notice, claims administration, and related administrative costs. Defendant has also agreed not to oppose the requests for Service Awards for the Plaintiffs (as authorized by the Court), and Class Counsel's attorneys' fees and expenses (as authorized by the Court), together, in an amount not to exceed $150,000.

B. Release.

In exchange for the relief described above, a release will bind all Class Members who do not timely opt out. It will release any and all claims (as more fully set forth in the Agreement) in connection with the matters, issues, or facts alleged in, or which could have been alleged in, arising out of, or related to this lawsuit or alleged violations of FACTA. The full scope of the release, and its exact terms, are set forth in the Agreement. Ex. 1, § I.24.

C. Compensation to the Class Representatives.

Subject to Court approval, Plaintiffs Seitz and Collier shall each apply for a Service Award of $10,000, as both Class Representatives participated in discovery and remained informed and

engaged throughout the litigation.[4]

D. Payment of attorneys' fees and expenses.

Class Counsel will petition the Court for an award of attorneys' fees and expenses, inclusive of the above-referenced Service Awards, not to exceed $150,000,[5] and the notice to the Settlement Class will inform the Settlement Class of such. Plaintiffs will file a separate attorneys' fee motion in support of this request. Importantly, this potential award does not come out of or affect class benefits, and was negotiated only after the Parties discussed class benefits. As Plaintiffs will demonstrate in their attorneys' fee motion, the proposed award constitutes a reduction on Plaintiffs' counsel's lodestar, and does not provide for expenses.

III. THE PROPOSED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Illinois law provides that "[a]ny action brought as a class action under Section 2-801 of this Act shall not be compromised or dismissed except with the approval of the court..." 735 ILCS 5/2-806. The procedure for reviewing a proposed class action settlement is a well-established two-step process. Conte & Newberg, 4 Newberg on Class Actions, §11.25, at 38–39 (4th Ed. 2002).

The first step is a preliminary, pre-notification determination of whether a settlement is

[4] This is consistent with incentive awards in other cases, including FACTA cases. *See Cooper v. NelNet, Inc.*, 14-cv-314-RBD-DAB, Dkt. 85, p.5, ¶11 (M.D. Fla. Aug. 4, 2015) ($25,000 incentive award); *Gevaerts v. TD Bank, N.A.*, No. 14-cv-20744-RLR, 2015 U.S. Dist. LEXIS 150354, *25-*26 (S.D. Fla. Nov. 5, 2015) ($10,000 incentive awards) (citing *Spicer v. Chi. Bd. of Options Exchange, Inc.*, 844 F. Supp. 1226, 1267-68 (N.D. Ill. 1993) (collecting cases approving incentive awards ranging from $5,000 to $100,000, and approving $10,000 for each plaintiff)); *Legg v. Lab. Corp. of Am. Holdings*, No. 14-61543-RLR, 2016 U.S. Dist. LEXIS 122695 (S.D. Fla. Feb. 18, 2016) ($10,000, in a FACTA case); *Legg v. Spirit Airlines, Inc*., No. 14-cv-61978-JIC, ECF No. 151, ¶16 (S.D. Fla.) ($10,000, in a FACTA case).

[5] As will be detailed in Plaintiffs' motion for attorneys' fees, this number represents a negative multiplier on Class Counsel's lodestar to date after nearly a decade of litigation.

"within the range of possible approval." *Armstrong v. Bd. Of Sch. Directors*, 616 F.2d 305, 314 (7th Cir. 1980) (overruled on other grounds) (citing Manual for Complex Litig. §1.46 at 53-55). The preliminary approval hearing is not a fairness hearing; its purpose, rather, is to ascertain whether there is reason to notify Class Members of the proposed Settlement and to proceed with a fairness hearing. If the court finds a settlement proposal "within the range of possible approval," it then proceeds to the second step in the review process, the fairness hearing. *Id.* Class members are notified of the proposed settlement and of the fairness hearing at which they and all interested parties have an opportunity to be heard. *Id*.

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement;

(2) the defendant's ability to pay;

(3) the complexity, length and expense of further litigation;

(4) the amount of opposition to the settlement;

(5) the presence of collusion in reaching a settlement;

(6) the reaction of members of the class to the settlement;

(7) the opinion of competent counsel;

(8) the stage of proceedings and the amount of discovery completed.

City of Chicago v. Korshak, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

Here, considering these factors, the proposed Settlement is fair, adequate and reasonable, and well within the range of possible approval as explained below.

(1) The Settlement Provides Substantial Relief.

The first and most important factor in evaluating the fairness of a proposed class action settlement is the strength of the plaintiff's case on the merits balanced against the relief obtained in the settlement. *See City of Chicago*, 206 Ill. App. 3d at 972; *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999). In this case, the amount obtained through the Settlement is unquestionably substantial, and the $23 Voucher per Settlement Class Member compares more than favorably with per-claimant recoveries in prior settlements in similar FACTA cases.[6]

The relief provided is also appropriate considering the need to prove the violations were willful to recover anything, and the difficulty of doing so. *Lavery v. Radioshack*, 2014 U.S. Dist. LEXIS 85190, at *8-9 (N.D. Ill. June 23, 2014). This is never guaranteed, and several courts have noted the substantial risk associated with the need to prove this element in FACTA cases. *See id.* (FACTA case discussing "Judge Valdez's acknowledgement of the 'difficulty of proving willful violations of FACTA' and the high burden on the plaintiffs.") (citation omitted); *Flaum v. Doctor's Assocs.*, 2019 U.S. Dist. LEXIS 40626, at *12-13 (S.D. Fla. Mar. 11, 2019) (noting the risk of continued litigation in approving settlement because "the failure to prove willfulness has spelled doom for the plaintiffs in many FACTA cases.") (citing cases).

[6] *See Katz v. ABP Corp.*, 2014 U.S. Dist. LEXIS 141223, at *2 (E.D.N.Y. Oct. 3, 2014) (FACTA class settlement that gives class members a choice to make a claim for $9.60 in cash or a coupon for $15 off of future purchases from defendant); *Hanlon v. Palace Entm't Holdings*, LLC, 2012 U.S. Dist. LEXIS 364, at *14-*15 (W.D. Pa. Jan. 3, 2012) (FACTA class settlement that provides the class with admission tickets to defendant's amusement park); *Todd v. Retail Concepts Inc.*, 2008 U.S. Dist. LEXIS 117126, at *16 (M.D. Tenn. Aug. 22, 2008) (FACTA class settlement providing a $15 credit on class members' next purchase of $125 or more from the defendant); *Palamara v. Kings Family Restaurants*, 2008 U.S. Dist. LEXIS 33087, at *9-*10 (W.D. Pa. Apr. 22, 2008) (FACTA class settlement providing vouchers worth an average of $4.38 each to get appetizers, soup, desserts and other small menu items when visiting the defendant's restaurants in future).

The relief provided under this Settlement is appropriate also when considering the specific difficulties Plaintiffs and Class Counsel continue to face should litigation go forward. Throughout the entirety of this case, Defendant has taken the position that Plaintiffs lack standing under FACTA, a position that was recently validated by the Illinois Supreme Court's ruling in the *Fausett v. Walgreen Co*. As such, Plaintiffs' claims would not be able to proceed *at all* absent some specific injury-in-fact, such as pecuniary loss. Had the parties not settled, Defendants would undoubtedly seek dismissal of the entire action with the risk of no recovery whatsoever for the Class Members. Against this backdrop, the Settlement provides for a material payment amounting to a significant portion of the potentially available relief under the statute that is within the range of prior approved FACTA class settlements. Accordingly, Class Counsel believe the Settlement is fair and adequate.[7]

(2) Defendant's Ability to Pay.

Defendant has expressed no reservations about its ability to pay the settlement and associated notice and administrative costs. Accordingly, this factor is a nonissue.

(3) Continued Litigation Would Be Complex, Costly, and Lengthy.

This factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See City of Chicago*, 206 Ill. App. 3d at 972; *Nat'l Rural Telecommc'ns Coop. v. DIRECTV, Inc*., 221 F.R.D. 523, 526 (C.D.

[7] It is worth noting that because this case alleges no facts warranting the maximum statutory damages, it is likely any award (assuming Plaintiff and the class prevailed at trial and certification stages) would be no more than $100. *See, e.g.*, *Aliano v. Joe Caputo & Sons - Algonquin, Inc.*, 2011 U.S. Dist. LEXIS 48323, at *13 (N.D. Ill. May 5, 2011) ("the Court cannot fathom how the minimum statutory damages award for willful FACTA violations in this case — between $100 and $1,000 per violation—would not violate Defendant's due process rights . . . . Such an award, although authorized by statute, would be shocking, grossly excessive, and punitive in nature.").

Cal. 2004) ("The Court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.").

No doubt continued litigation would be lengthy and very expensive. It would almost certainly involve extensive motion practice, including, among other things, appellate briefing and arguments, motions for summary judgment (likely subject to appeals), various pretrial motions, and trial itself. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("[C]lass action suits have a well-deserved reputation as being most complex."). The case would probably not go to trial for well over a year, if that, notwithstanding the substantial work already done to date.

In addition, even if the Class was certified and recovered a judgment at trial in excess of the relief provided by the Settlement, post-trial motions and the appellate process would deprive them of any recovery for years, and possibly forever in the event of a reversal. Rather than embarking on years more of protracted and uncertain litigation, Plaintiffs and their counsel negotiated a Settlement that provides immediate, certain, and meaningful relief to all Class Members. Accordingly, this factor weighs in favor of finding the Settlement fair, reasonable and adequate. *See City of Chicago*, 206 Ill. App. 3d at 972; *Borcea v. Carnival Corp*., 238 F.R.D. 664, 674 (S.D. Fla. 2006) (noting "[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush").

(4) – (6) Reaction/Opposition to the Settlement.

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Class to the Settlement. *See City of Chicago*, 206 Ill. App. 3d at 972. Because this case is presently at the preliminary approval stage, Notice has not yet been issued, therefore

the Class has not yet had an opportunity to voice any opposition to (or support for) the Settlement. Plaintiffs will address these factors in detail in their motion for final approval of the Settlement, after Notice has been disseminated and the Objection and Opt-Out Deadlines have passed. Nonetheless, Plaintiffs and Class Counsel strongly support the Settlement, which they believe is fair, reasonable, and adequate and in the best interest of the Settlement Class. *See infra* Section 7 (Experience and Views of Class Counsel on Settlement's fairness).

(5) The Settlement Was Negotiated Free of Collusion

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *City of Chicago*, 206 Ill. App. 3d at 972. Where a proposed class settlement is the result of arm's-length negotiations before an experienced mediator, the settlement may be presumed fair and reasonable and entered into without any form of collusion. *Newberg*, § 11.42; *see also Coy v. CCN Managed Care, Inc.*, 2011 IL App (5th) 100068-U, ¶ 31 (no collusion where settlement agreement was reached as a result of "an arms-length negotiation entered into after years of litigation and discovery, resulting in a settlement with the aid of an experienced mediator"); *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 21 (approval warranted where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'").

The proposed Settlement here was reached after months of arm's-length negotiations, including mediation sessions with Judge Welsh. Moreover, the Parties have been litigating the case for many years, serving and responding to multiple rounds of written discovery, and are fully aware of the risks and benefits of continued litigation. Finally, Class Counsel is highly experienced in prosecuting consumer class actions, having litigated dozens of such cases over the course of many decades. The Settlement was reached only after determined, contested

litigation and hard bargaining. The record firmly establishes that there was no collusion in conjunction with either the litigation or the settlement negotiations.

(7) The Experience and Views of Counsel

The penultimate factor is the opinion of competent counsel regarding the fairness, reasonableness, and adequacy of the proposed settlement. *See City of Chicago*, 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel's qualifications under this factor. *Id*.

In considering this factor, courts do not substitute their judgment for that of the proponents, especially when experienced counsel familiar with the litigation have reached a settlement. *See, e.g.*, *Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990 (citing *Newberg on Class Actions*, §11.44). Rather, courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that negotiations were conducted in good faith. *See Newberg on Class Actions* § 11.51; *In re Chicken Antitrust Litig.*, 560 F. Supp. 957 (N.D. Cal. 1980).

Class Counsel believe this to be an extremely strong settlement given the benefit to Class Members and Defendant's arguments on the merits of the case. In the end, when the strengths of the case are weighed against the legal and factual obstacles present and the complexity of class action practice, there is no doubt that the proposed Settlement is in the best interest of Class Members. *See* **Exhibit B** (Declaration of Class Counsel).

(8) The Extent of Discovery Completed and the State of the Proceedings.

Extensive fact discovery was completed by the Parties prior to mediation and meaningful settlement discussions. Accordingly, Class Counsel are fully aware of the potential benefits and risks of this case and are confident that this Settlement is in the best interests of the Class.

There is a strong public policy favoring the voluntary conciliation and settlement of litigation, particularly class litigation. *Sec. Pac. Fin. Servs. v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994) ("there exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation…"). With this Settlement, Class Members are ensured a benefit as opposed to "the mere possibility of recovery at some indefinite time in the future." *In re Domestic Air Transport.*, 148 F.R.D. 297, 306 (N.D. Ga. 1993); *see also Scott v. Util. Partners of Am., LLC*, 2017 U.S. Dist. LEXIS 17348, at *8 (D. Kan. Feb. 6, 2017) ("the value of immediate recovery would likely outweigh the mere possibility of recovery after protracted litigation.").

Although approval of a class action settlement is a matter for the Court's discretion, proper consideration should be given to the consensual decision of the parties. *See Gautreaux v. Pierce*, 690 F.2d 616, 638 (7th Cir. 1982) ("Because settlement of a class action, like settlement of any litigation, is basically a bargained exchange between the litigants, the judiciary's role is properly limited to the minimum necessary to protect the interest of the class and the public."). *See also Greco v. Ginn Dev. Co., LLC*, 635 F. App'x 628, 632 (11th Cir. 2015) ("absent fraud, collusion, or the like, the district court 'should be hesitant to substitute its own judgment for that of counsel.'"). Accordingly, courts "should always review the proposed settlement in light of the strong judicial policy that favors settlements." *Diakos v. HSS Systems, LLC*, 137 F. Supp. 3d 1300, 1311 (S.D. Fla. 2015) (citation omitted). Taking all of the foregoing into account, Plaintiffs respectfully submit this Settlement warrants preliminary approval.

V. THE PROPOSED CLASS NOTICE SHOULD BE APPROVED

Before reaching the final approval stage, due process requires that notice be given to the class members to advise them of the settlement and give them the opportunity to comment on it

or exclude themselves from the settlement. *See* 735 ILCS 5/2-806 (generally requiring "notice as the court may direct."). Due process requires notice to be the best practicable, reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Fauley*, 2016 IL App (2d) 150236, ¶ 36 (citations and quotations omitted). Accordingly, the Agreement includes notice procedures designed to reach the Class Members to the best extent practicable. Ex. 1, § II.D.

Within ten days of the Court's entry of a Preliminary Approval Order, Defendant will post for ninety days a QR code at all Dayton International Airport parking exit stations with information about the Settlement. *Id.*, §II.D.1-2. At that same time, the Settlement Administrator will activate the Settlement Website, which will contain (1) the Full Notice and Publication Notice in downloadable PDF format in English and Spanish; (2) frequently asked questions about the Settlement; (3) a contact information page with contact information for the Settlement Administrator and addresses and telephone numbers for Class Counsel; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers; (6) the operative complaint; and (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any associated motion papers and declarations. Ex. 1, § I.34. The notice posted on the site will provide Class Members with a detailed explanation of their options, enabling them to make an informed decision.

The Settlement Administrator will also reach out to Class Members via digital and paper marketing campaigns, targeting frequent travelers in the Dayton area with an advertisement in the print edition of the Dayton Daily News and advertisements on Reddit and Facebook. *See* **Exhibit C** (Declaration of Settlement Administrator). The Settlement Administrator has estimated that the cost to administrate this settlement is approximately $44,000. *See id.*

Plaintiffs believe the foregoing is the best notice practicable under the circumstances.

VI. DEFENDANT DOES NOT OBJECT TO PRELIMINARY APPROVAL OF THE SETTLEMENT CLASS

Defendant maintains that if this action were to proceed further, Plaintiffs would ultimately be found to lack standing and/or fail to establish any entitlement to statutory relief. Nonetheless, following extensive negotiations, Defendant has agreed to the terms of the Settlement and does not object to the preliminary approval of the Settlement.

VII. CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request that this Court issue an order: (a) conditionally certifying the Settlement Class for purposes of settlement only; (b) appointing Plaintiffs Kathryn G. Collier and Benjamin M. Seitz as Class Representatives for purposes of settlement only; (c) appointing Freed Kanner London & Millen LLC, Gibson & Siegal, LPA, and Foos & Lentz, LLP as Class Counsel in this matter for purposes of settlement only; (d) granting preliminary approval of the proposed Settlement and plan for giving notice of it to the Settlement Class; and (e) setting this matter for a final approval/fairness hearing.

Dated: February 6, 2026

Respectfully Submitted,

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