

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DENIS J. CONLON, DIANE M. MATO,
BRIAN J. SCHROEDER, PATRICK A.
JACEK, PETER HANSELMANN, and
ALEXANDER PASCALE, Individually, on
Behalf of The Northern Trust Company
Thrift-Incentive Plan, and on Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

THE NORTHERN TRUST COMPANY;
THE NORTHERN TRUST COMPANY
EMPLOYEE BENEFIT
ADMINISTRATIVE COMMITTEE; and
KIMBERLY SOPPI,

Defendants.

Case No. 1:21-cv-2940

Hon. Keri L. Holleb Hotaling

**CORRECTED ORDER AWARDING ATTORNEYS' FEES,
LITIGATION EXPENSES, AND SERVICE AWARDS**

Upon consideration of the Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards for Plaintiffs [Dkt. 134] in the above-referenced litigation under the terms of a Class Action Settlement Agreement dated December 6, 2024, ECF No. 117-1 (the "Settlement Agreement"), and pursuant to Plaintiffs' Motion to Correct Clerical Error Pursuant to Fed. R. Civ. P. 60(a) [Dkt. 147], the Court hereby orders and adjudges as follows:

1. For purposes of this Order, if not defined herein, capitalized terms have the same definitions as in the Settlement Agreement, which is incorporated herein by reference.
2. **Settlement Notice:** In accordance with the Court's Preliminary Approval Order, Settlement Notice was timely distributed by electronic or first-class mail to all Class Members who could be identified with reasonable effort, and Settlement Notice was published on the

Settlement Website maintained by the Settlement Administrator. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.*, notice was provided to the Attorneys General for each of the states in which a Class Member resides, the Attorney General of the United States, and the United States Secretary of Labor.

A. The form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed. R. Civ. P. 23(c)(2), any other applicable law, and due process, and constituted the best notice practicable under the circumstances. Due and sufficient notice of the Fairness Hearing and the rights of all Class Members have been provided to all people, powers, and entities entitled thereto.

B. All requirements of the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.*, have been met.

C. Class Members had the opportunity to be heard on all issues regarding the resolution and release of their claims by submitting objections to the Settlement Agreement, including to Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Plaintiffs, to the Court.

3. **Objections:** No objections have been filed or submitted to any portion of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards for Plaintiffs.

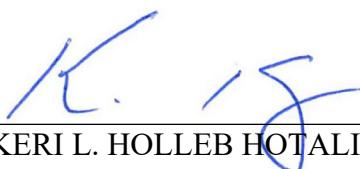
4. **Attorneys' Fees and Litigation Expenses:** The Court hereby awards attorneys' fees of 33.3% of the Qualified Settlement Fund (after subtracting Administrative Expenses and Service Awards) and litigation expenses totaling \$799,185.13, together with a proportionate share of the interest thereon from the date the funds are deposited in the Escrow Account until payment of such attorneys' fees and expenses, at the rate earned by the Qualified Settlement Fund, to be paid solely from the Qualified Settlement Fund in accordance with §6.1 of the Settlement

Agreement. Following entry of an order by the Court granting final approval to the material terms of the Settlement (and even if such order is subject to appeal), the attorneys' fees and expenses, as awarded by the Court, shall be paid to Class Counsel from the Escrow Account, immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof. Class Counsel shall thereafter be solely responsible for allocating the Attorneys' Fees and Expenses among the Class Counsel firms. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Attorneys' Fees and Cost award is overturned or reduced, or if the Settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within 15 business days after receiving notice from Defendants' Counsel or such an order from a court of appropriate jurisdiction, each Class Counsel law firm that has received any fees or expenses shall refund to the Escrow Account such Attorneys' Fees and Costs previously paid to it, plus interest thereon at the same rate as earned on the funds in the Escrow Account, in an amount consistent with such reversal or reduction.

5. Service Awards: The Court hereby awards Service Awards totaling \$45,000.00, or \$7,500.00 for each of the six Named Plaintiffs, to be paid solely from the Qualified Settlement Fund. The Service Awards to Plaintiffs shall be paid from the Escrow Account no earlier than the Settlement Effective Date.

IT IS SO ORDERED.

DATED: September 16, 2025


HON. KERI L. HOLLEB HOTALING
UNITED STATES MAGISTRATE JUDGE