

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

MICHAEL J. THOMPSON, *et al.*,

On behalf of themselves and on behalf of
all others similarly situated,

Case No. 07-CV-1047

Plaintiffs,

v.

RETIREMENT PLAN FOR EMPLOYEES
OF S.C. JOHNSON & SONS, INC., AND
RETIREMENT PLAN FOR EMPLOYEES
OF JOHNSON DIVERSEY, INC.,

Defendants.

**MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENTS,
PLANS OF ALLOCATION, ATTORNEYS' FEES AND EXPENSES,
AND NAMED PLAINTIFF INCENTIVE AWARDS**

Pursuant to Fed. R. Civ. P. 23(e), Plaintiffs, on behalf of themselves and the class members they were appointed by this Court to represent – the members of SCJ Lump Sum Subclass A (by Plaintiffs Michael J. Thompson, David A. Troestler, and James Patrick Johnson) and the members of JDI Lump Sum Subclass A (by Plaintiffs Anthony DeCubellis, David Thompson, Robert Ault, and Terry Conlon) – hereby respectfully move the Court for orders granting final approval of the two separate class action settlement agreements (the “Agreements”) that the parties reached in August 2014 to resolve the claims in this case – one settling claims against the Retirement Plan for Employees of S.C. Johnson & Son, Inc. (the “SCJ Plan”), and a second settling claims against the Retirement Plan for Employees of JohnsonDiversey, Inc. (the “JDI Plan”). Plaintiffs additionally move for approval of the Agreements’ plans of allocation of net settlement proceeds, class counsel’s request for attorney’s fees and expense reimbursement, and the named plaintiffs’ request for incentive awards.

As shown more fully in the accompanying memorandum of points and authorities,

Plaintiffs respectfully submit that:

1. The combined total settlement amount of \$44.4 million – consisting of \$34.15 million from the SCJ Plan and \$10.25 from the JDI Plan – should be approved because the amount is fair, reasonable, and adequate consideration for Plaintiffs’ compromise of their claims for additional benefits.

2. The plans of allocation should be approved because they fairly and reasonably allocate the net settlement proceeds on an individualized basis through a formula that reflects the relative value of class members’ claims and distribute the net settlement benefit on a *pro rata* basis in proportion to each class member.

3. Class counsel’s request for a fee award equal to one-third (33.3%) of the common funds their efforts generated should be granted as fair and reasonable. In the Seventh Circuit, the reasonable fee is the market rate for class counsel’s services at the outset of the case. All available evidence points to the conclusion that in an arm’s-length *ex ante* negotiation, the class would have offered counsel one-third of the fund plus costs in light of the substantial risks of non-payment here and the normal rate of contingency fee compensation in the market at the time.

4. Class counsel submits that their expense reimbursement request of approximately \$730,000 should be granted as both reasonable for this type of case and is appropriately documented.

With Defendants’ concurrence, *see* 11/28/14 Declaration of Eli Gottesdiener ¶ 2 (filed herewith), for the Court’s convenience, Plaintiffs are attaching proposed final orders that are substantially identical to the proposed final orders attached to the parties’ August 2014 settlement agreements (and attached to Plaintiffs’ motion for preliminary approval of the

settlements (Dkt. 342-2 Ex. 2; Dkt. 342-3 Ex. 2)).¹ The proposed orders have been updated principally to reflect additional information that was not available when they were initially prepared.

Dated: November 28, 2014

Respectfully submitted,

s/ Eli Gottesdiener

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Counsel for Plaintiffs and the Classes

¹As per Section 1J of the Settlement Agreements, Defendants take no position on Plaintiffs' attorney's fees and costs request, aside from the fact that they be limited in accordance with those provisions of the settlement agreements (*i.e.*, attorney's fees no greater than 33.3% of the total settlement amount and non-settlement costs limited to \$350,000 per Defendant). *See* Dkt. 342-2 § 1J; Dkt. 342-3 § 1J. Consistent with that, Defendants take no position on the total expense amounts or settlement administration costs identified in the revised proposal final orders, attached hereto.