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

ANDRES MARQUEZ, individually and on behalf of all others similarly situated,	)	
	)	Case No. 2020 CH 4259
Plaintiff,	)	
v.	)	Hon. Eve M. Riley
	)	Presiding Judge
BOBAK SAUSAGE COMPANY,	)	
	)	
Defendant.	)	

PLAINTIFF'S MOTION FOR AWARD OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARD

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I. INTRODUCTION

On April 18, 2023, this Court preliminarily approved a proposed class action settlement between Plaintiff Andres Marquez ("Plaintiff") and Defendant Bobak Sausage Company, ("Bobak"). This Settlement creates a $237,500.00 common fund to compensate approximately 297 current and former employees for Bobak's alleged violations of the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*

If finally approved, all Settlement Class Members who do not timely exclude themselves from the Settlement will automatically receive a *pro rata* distribution of the Settlement Fund, without the need to file a claim or any other paperwork. Each Settlement Class Member is estimated to receive a check for approximately $419 after deductions for Notice and Administration Expenses, attorneys' fees and costs, and Service Award. It is worth noting that the Settlement does not contain any clear sailing agreement as to either fees or service award and the notice approved by the Court advises the Settlement Class of both of these requests with the amount of fees being spelled out as both a dollar amount and percentage. Along that line, this Motion will be posted to the Settlement Website so that any Settlement Class Member may review it.

As compensation for the substantial benefit conferred upon the Settlement Class, Plaintiff respectfully moves for an award of attorneys' fees of $95,000.00 which represents 40% of the settlement that will be paid out, plus $466.01 in out-of-pocket expenses, and a class representative Service Award of $7,500.00. As explained below, this Motion should be granted.

II. RELEVANT BACKGROUND

A. Procedural History.

On May 19, 2020, Plaintiff filed this class action in the Circuit Court of Cook County, asserting claims for violation of Sections 15(a)-(b) of BIPA stemming from the biometric

timekeeping system used at Bobak's Illinois locations. In particular, the Complaint alleges Bobak captured, stored, and used its employees' biometric data without first: (1) complying with Section 15(b)'s informed consent regime; and (2) implementing and adhering to the biometric retention and destruction policies mandated by Section 15(a).

On November 4, 2020, Plaintiff filed his first amended complaint ("FAC"), which removed the Section 15(b) claim and streamlined the Section 15(a) claim to focus on Bobak's failure to develop and implement the publicly-available biometric retention and destruction policy called for by Section 15(a).

On December 9, 2020, Bobak moved to dismiss the FAC pursuant to 735 ILCS 2/6-619. Following briefing and oral arguments, the Court entered an order denying Bobak's motion on June 25, 2021. On July 7, 2021, Bobak filed its answer to the FAC.

On July 21, 2021, Plaintiff issued his first set of written discovery. On August 17, 2021, Bobak moved to stay the case pending the Illinois Supreme Court's decision in *McDonald v. Symphony Bronzeville Park LLC.* While the motion remained pending, the Parties briefed an opposed motion for leave to file a second amended complaint ("SAC") adding a claim for violation of Section 15(d) of BIPA.

On January 22, 2022, the Court granted Plaintiff leave to file the SAC. On January 27, 2022, while the motion to stay remained pending, Bobak filed its answer to the SAC. On February 3, 2022, the Illinois Supreme Court issued its decision in *McDonald*, thereby mooting Bobak's pending motion to stay. On February 16, 2022, Plaintiff filed his response to Bobak's Affirmative Defenses.

The Parties subsequently proceeded with class discovery, and engaged in third-party discovery with the vendor who furnished the Time Clocks to Bobak. *See Appendix 1* (Keogh Decl.) at ¶ 4. With written discovery largely complete, Plaintiff issued a notice of deposition for

Bobak's corporate representative. *Id.*

In the meantime, beginning in July 2022, the Parties began discussing a class-wide settlement. The parties were unable to resolve the matter and continued litigation. *Id.* at ¶ 5. Ultimately, after reviewing and analyzing the legal and factual issues involved in pursuing the litigation to conclusion, Bobak's ability to pay a settlement or judgment, the protracted nature of the litigation, and the likelihood, costs, and possible outcomes of a substantive appeal, the Parties reached an agreement in principle on the terms of the Settlement on January 9, 2023. *Id.* The Parties then negotiated the final terms of the Settlement over the next two-and-a-half months, *id.*, which ultimately culminated in the fully executed Settlement Agreement the Court preliminarily approved on April 18, 2023.

B. Class Counsel Negotiated An Extremely Favorable Settlement.

The Settlement Class is defined as follows:

> The approximately (subject to confirmation) 297 individuals employed by Defendant Bobak Sausage Company in the State of Illinois who logged onto, interfaced with, or used any software, systems, or devices that used the individual's finger, hand, or any biometric identifier of any type ("Biometric Systems") in Illinois between May 19, 2015 and January 9, 2023.
>
> The following are excluded from the Settlement Class: (1) the Circuit Judge presiding over this case; (2) the judges of the Illinois Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

See Appendix 2 (Settlement Agreement) §§ V.57-58.

The Settlement requires Bobak to create a non-reversionary Settlement Fund of $237,500.00, from which each Settlement Class Member will receive a *pro rata* portion after payment of Settlement Administration Expenses, attorney's fees and costs, and any Service Award approved by the Court. *See id.* at §§ II.36, VI.59. Settlement Class Members are not required to submit a claim or take any action to receive compensation. Instead, the Settlement Administrator

will automatically issue checks to the last known address of each Settlement Class Member who declines to opt out, which shall remain valid for 120 days from the date of their issuance. *Id.* at §§ II.7, VI.63, XI.74

The Settlement is also completely non-reversionary — all undistributed amounts remaining in the Settlement Fund after the initial round of payments are disbursed will be redistributed to the Settlement Class Participants through a second distribution ("Second Distribution"). *Id.* at § XI.75. If there is not enough money to pay at least $5.00 to each Settlement Class Member who cashed their initial Settlement Award check or accepted their initial Settlement Award deposit, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the Chicago Bar Foundation as *cy pres*, subject to court approval. *Id.*

Thus, each of the 297 Settlement Class Members stand to receive a gross recovery of $799.63, which translates to a net recovery of $419 after approved deductions. This is an outstanding result, as it provides significant cash relief in line with (if not superior to) the recoveries secured in analogous BIPA class settlements.

III. ARGUMENT

A. The Proposed Attorneys' Fee and Expense Award Should Be Approved.

1. The Court Should Award Fees Based on a Percentage of the Common Fund.

"It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)). The Illinois Supreme Court has approved "[a]warding attorney fees to plaintiffs' counsel based on a percentage of the fund held by the court [as], overall, a fair and expeditious method that reflects the economics of legal practice and equitably compensates

counsel for the time, effort, and risks associated with representing the plaintiff class." *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235, 244 (1995) (brackets added); *see Ryan v. City of Chi.*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (noting that "a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases") (citations omitted)

The Court should use the percentage of the fund approach to determine a reasonable fee award in this case just like every BIPA class action to date.[1]

2. Forty Percent Fee Awards Are Common in Class Action Cases in Illinois and BIPA Cases.

Illinois courts commonly award forty percent of the common fund in BIPA class actions. *See Sekura v. L.A. Tan Enters.*, No. 2015-CH-1664 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (awarding 40% of common fund to class counsel); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 2017-CH-12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-2140 (Cir. Ct. Cook Cnty.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cnty. Jan. 22, 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Cir. Ct.

[1] *See, e.g., Sekura v. L.A. Tan Enters.*, No. 2015-CH-1664 (Cir. Ct. Cook Cnty. Dec. 1, 2016); *Zepeda v. Kimpton Hotel & Rest.*, No. 2018-CH-02140 (Cir. Ct. Cook Cnty. Dec. 5, 2018); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, No. 2017-CH-15152 (Cir. Ct. Cook Cnty. Feb. 14, 2018); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Cir. Ct. Cook Cnty. Nov. 12, 2020); *Fluker v. Glanbia Perf. Nutrition Inc.*, No. 2017-CH-12993 (Cir. Ct. Cook Cnty. Aug. 25, 2020); *Collier, et. al. v. Pete's Fresh Market 2526 Corporation, et. al.*, No. 2019-CH-05125 (Cir. Ct. Cook Cnty., Dec. 8, 2020); *Glynn v. eDriving, LLC et al.*, No. 2019-CH-08517 (Cir. Ct. Cook Cnty. Dec. 14, 2020); *Kusinski et al. v. ADP, LLC*, No. 2017-CH-12364 (Cir. Ct. Cook Cnty. Feb. 10, 2021); *Rogers v. CSX Intermodal Terminal, Inc.*, No. 2019-CH-04168 (Cir. Ct. Cook Cnty. May 13, 2021); *Freeman-McKee v. Alliance Ground Int'l, LLC,* No. 2017-CH-13636 (Cir. Ct. Cook Cnty. June 15, 2021); *Salkauskaite v. Sephora USA, Inc.*, No. 2018-CH-14379 (Cir. Ct. Cook Cnty. June 23, 2021); *Gonzalez v. Silva Int'l, Inc.*, No. 2020-CH-03514 (Cir. Ct. Cook Cnty. June 24, 2021); *Williams v. Inpax Shipping Solutions, Inc.*, No. 2018-CH-02307 (Cir. Ct. Cook Cnty. Sept. 1, 2021).

Cook Cnty. Nov. 12, 2020) (same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Cir. Ct. Cook Cnty. Dec. 14, 2020) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Cir. Ct. Cook Cnty. Apr. 8, 2021) (same); *Freeman-McKee v. Alliance Ground Int'l*, LLC, No. 2017-CH-13636 (Cir. Ct. Cook Cnty. June 15, 2021) (same); *Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Cir. Ct. Cook Cnty. June 25, 2021) (same); *Sharrieff v. Raymond Management Co., Inc., et al.*, No. 2018-CH-01496 (Cir. Ct. Cook Cnty. Aug. 1, 2019).

This is true in other consumer class actions as well. *See Martin v. Safeway, Inc.*, No. 2020-CH-7156 (Cir. Ct. Cook Cnty. May 4, 2022) (FACTA case awarding 40% of common fund to class counsel); *Donahue v. Everi Holdings, Inc.*, No. 2018-CH-15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020) (same); *Willis v. iHeartMedia Inc.*, No. 2016-CH-0245, (Cir. Ct. Cook Cnty. Aug. 11, 2016) (TCPA class case granting fee award of 40% of settlement fund).

Accordingly, the forty-percent attorneys' fee award proposed here is fully consistent with class action awards generally, and BIPA cases specifically.

3. Numerous Additional Factors Support the Proposed Award.

In addition to being in line with percentage awards in Illinois and BIPA cases in particular, the proposed fee award's reasonableness is buttressed by other factors.

First and foremost is the significant benefits provided by the Settlement. *See Daniel v. Aon Corp.*. 2011 IL App (1st) 101508 at ¶20 (holding the "results obtained" is a factor for evaluating proposed fee award). The gross recovery here is $799.66 for each Settlement Class Member. This is an outstanding result when viewed against the potential $1,000 recovery[2] Plaintiff could have obtained had he proven a negligent violation of BIPA at summary judgment or trial *after* prevailing

[2] It should be noted the Settlement was reached prior to the Supreme Court's opinion in *Cothron*, which held each scan is a separate violation while acknowledging a due process scenario where statutory damages could be reduced at the court's discretion. *See Cothron v. White Castle Sys.*, 2023 IL 128004, ¶ 42. The defense bar is now arguing courts should use that discretion to award nothing.

at class certification, which could have entailed years of additional litigation. Class Counsel estimate each Settlement Class Member will receive a check for approximately $419 after Court-approved deductions for attorneys' fees and expenses, a Service Award for Plaintiff, and Administration Expenses.

What's more, the gross recovery of $799.63/net recovery of approximately $419 compares favorably to other BIPA settlements. *See Sekura,* No. 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of $125 to $150 per claimant); *Zhirovetskiy,* No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (net recovery capped at $400 per claimant); *Marshal v. Life Time Fitness, Inc.*, No. 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) (net recovery of approximately $270 per claimant, as well as dark web monitoring valued at approximately $130.00 per claimant); *Prelipceanu,* No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of $262.28 per claimant); *Trotter v. Summit Staffing,* No. 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of $102); *Kusinski v. ADP, LLC,* No. 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of $250 per claimant); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, No. 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of $384.09); *Pelka v. Saren Restaurants Inc.*, No. 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of $289 per claimant); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company,* No. 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of $256-$510); *Sykes v. Clearstaff, Inc*., No. 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of $298.04).

In addition to the outstanding results achieved, the reasonableness of the requested fee is underscored by the significant risks of nonpayment Class Counsel faced at the outset of this litigation. *See, e.g., Brundidge*, 168 Ill. 2d at 244 (percentage-of-the-fund method aims to compensate for the "risks associated with representing the plaintiff class."); *Shaun Fauley, Sabon,*

Inc., 2016 IL App (2d) 150236, ¶ 59 (upholding percentage fee award in light of the "substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case and defenses asserted by [the defendant]"); *Ryan,* 274 Ill. App. 3d at 924 (noting the trial court's fee award was reasonable given funds recovered for the class and the contingency risk).

First, at the time this suit commenced in May 2020, there was an open question as to whether the Illinois Workers' Compensation Act preempted BIPA claims arising in the employment context. This is precisely the issue that prompted Bobak's motion to stay case, and an unfavorable ruling would have precluded any recovery for the Settlement Class—thereby resulting in Class Counsel expending significant resources and receiving no fee whatsoever.

Second, Bobak intended to evade liability by demonstrating: (1) Plaintiff waived any claims related to the disclosure of his biometric by signing a waiver authorizing the collection of that data; (2) Plaintiff and the Settlement Class's claims are barred by the doctrine of estoppel; (3) Plaintiff's and the Settlement Class's claims are moot; (4) Plaintiff and the Settlement Class lack standing to sue; and (5) Plaintiff's claim is barred by the doctrine of unclean hands; and (6) certain Settlement Class Members' claims are barred by the applicable statute of limitations. *See* Answer at 15-17 (Affirm Defs.). A victory on these defenses could have doomed the case in its entirety and precluded (or significantly limited) any recovery for scores of Settlement Class Members who stand to benefit from the $237,500.00 Settlement secured through Class Counsel's efforts.

Third, any judgment Class Counsel obtained for the Class could have been reduced following a victory on the merits. Some courts view aggregate statutory damage awards with skepticism and consider reducing such awards—even after a plaintiff has prevailed on the merits—on due process grounds. *See, e.g., Aliano v. Joe Caputo & Sons - Algonquin, Inc.*, 2011 U.S. Dist. LEXIS 48323 at *13 (N.D. Ill. May 5, 2011) ("Such an award, although authorized by statute, would be shocking, grossly excessive, and punitive in nature."). As noted above, the defense bar

is arguing the Supreme Court's opinion in *Cothron* acknowledged a due process situation where statutory damages could be reduced, such that the courts should use that discretion to award nothing or next to nothing. *See Cothron*, 2023 IL 128004, ¶ 42. The possibility of such an outcome here, even if the Settlement Class prevailed at trial years from now, further illustrates the significant risk of nonpayment (or of a substantially reduced payment) that Class Counsel faced throughout the litigation.

Finally, the fee request is explicitly spelled out in the Class Notices both as a percentage and dollar amount. *See Appendix 3* (Mail Notice) at p.1 ("Plaintiff will petition for .... Class Counsel's fees up to forty percent of the Settlement Fund, which is $95,000.00 plus reasonable expenses."); *Appendix 4* (Web Notice) at p.4, § 7 (same). Although this Motion is being filed with the issuance of the notice to the Settlement Class, Class Counsel do not anticipate objections from Settlement Class Members, but will address any objections raised when moving for Final Approval.

In short, numerous factors also demonstrate the proposed fee award should be approved.

B. The Expenses Incurred Are Reasonable and Should Be Approved.

As permitted by the Settlement, Class Counsel also seek $466.01 in out-of-pocket litigation expenses, consisting of court filing fees and expenses incurred in connection with third-party discovery[3], all of which are recoverable under BIPA. *See Appendix 1* (Keogh Decl.) at ¶ 19 (itemizing expenses); *see also* 740 ILCS 14/20 (authorizing recovery of "litigation expenses"). Overhead costs such as legal research, internal copying, phone, and meals, have been excluded. Thus, the requested expenses are common and reasonable. *See Alvarado v. Nederend*, 2011 U.S. Dist. LEXIS 52793 at *27-28 (E.D. Cal. May 17, 2011) ("filing fees, mediator fees [], ground

[3] Specifically, Bobak's vendor required Class Counsel to cover the costs of copying and delivering the documents sought via subpoena. *See Appendix 1* (Keogh Decl.) at ¶ 19.

transportation ... are routinely reimbursed in these types of cases."). Accordingly, they should be approved.

C. The Proposed Class Representative Service Payment Should Be Approved.

Like the proposed fee and expense award, there is no clear sailing or agreement on the Service Award. Instead, the Settlement provides Plaintiff will petition the Court for a Service Award. As such, Settlement Class Members were given notice Plaintiff would request $7,500.00 for his service to the class. *See Appendix 3* (Mail Notice) at p.1; *Appendix 4* (Web Notice) at p. 4, §§ 7-8. Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff's enforcement of the law on their behalf). *See Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (recognizing that "because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722-23 (7th Cir. 2001) ("Incentive awards are justified when necessary to induce individuals to become named representatives.").

Plaintiff's role in this litigation was crucial. Though no award of any sort was promised to Plaintiff prior to the filing of this case or any time thereafter, he nevertheless sacrificed his time to prosecute this case on behalf of the thousands of individuals who used Bobak's timekeeping system, exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a class action. *See Appendix 1* (Keogh Decl.) at ¶ 21. Plaintiff participated in the initial investigation of his claims, provided information to Class Counsel to aid in preparing the initial pleadings, and reviewed the initial pleadings prior to filing. *Id.* at ¶ 22. In addition, Plaintiff regularly consulted with Class Counsel, stayed abreast of the proceedings through litigation and settlement, and reviewed and approved the Settlement that led to the resolution of this case. *Id.* Because the substantial benefits Settlement Class Members stand to receive under the Settlement

would not exist without Plaintiff's contributions and efforts throughout the litigation, Class Counsel submits the requested Service Award is reasonable and appropriate.

Moreover, the $7,500.00 Service Award sought here is comparable to or less than others approved in similar BIPA disputes, as well as those approved by federal courts throughout the country in analogous class actions. *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (awarding $12,500 incentive award to BIPA class representative); *Dixon*, No. 1:17-cv-08033, ECF No. 103 (approving $10,000 service award in BIPA settlement); *Prelipceanu*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *Roach v. Walmart Inc.* No. 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same); *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285, ECF No. 93 (N.D. Ill. Oct. 21, 2015) (approving $25,000 service award in TCPA class settlement); *Desai v. ADT Security Servs., Inc.*, No. 11-1925, ECF No. 243 ¶ 20 (N.D. Ill. Feb. 27, 2013) (awarding $30,000 service awards in TCPA class settlement); *Ikuseghan v. Multicare Health Sys.*, No. C14-5539 BHS, 2016 WL 4363198, at *3 (W.D. Wash. Aug. 16, 2016) (finding service award of $15,000 to be reasonable); *Hageman v. AT & T Mobility LLC*, , 2015 WL 9855925, at *4 (D. Mont. Feb. 11, 2015) (approving $20,000 service award in TCPA class settlement); *Cook*, 142 F.3d at 1016 (affirming $25,000 service award to plaintiff); *Heekin v. Anthem, Inc.*, No. 05-01908, 2012 WL 5878032, *1 (S.D. Ind. Nov. 20, 2012) (approving $25,000 service award to lead class plaintiff over objection); *Will v. Gen. Dynamics Corp.*, No. 06-698, 2010 WL 4818174, *4 (S.D. Ill. Nov. 22, 2010) (awarding $25,000 each to three named plaintiffs); *Benzion v. Vivint, Inc.*, No. 12-61826, DE 201 (S.D. Fla. Feb. 23, 2015) (awarding $20,000 service award in TCPA class settlement).

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court enter an Order approving the proposed attorneys' fee award in the amount of $95,000.00, $466.01 in expenses, and $7,500 for the Service Award.

Dated: May 17, 2023

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on **May 17, 2023**, the foregoing document, along with all attached exhibits, was served on the attorneys at the addresses below via email and by filing the same with the Court's electronic filing system.

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