

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

ROBIN BREDA, *on behalf of herself and  
all others similarly situated,*

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,

Defendant.

Civil Action No. 1:16-cv-11512-DJC

**MEMORANDUM OF LAW IN SUPPORT OF  
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD**

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Pursuant to Fed. R. Civ. P. 23(h), Plaintiff and class representative Robin Breda (“Plaintiff” or “Breda”) moves for attorneys’ fees, costs, and an incentive award pursuant to the class-wide settlement agreement reached between herself, on behalf of the class, and Defendant Cellco Partnership D/B/A Verizon Wireless (“Defendant” or “Verizon”).<sup>1</sup> In support of his motion, Plaintiff states:

### **INTRODUCTION**

After more than five years of hard fought litigation, including summary judgment, an appeal, extensive discovery, briefing and hearing on class certification, Breda and Verizon (the “Parties”) reached a class-wide settlement agreement on October 6, 2021 (the “Agreement”) to resolve the putative class’s claims under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. On November 18, 2021, the Court entered an order preliminarily approving the Agreement, conditionally certifying the settlement class, approving the notice plan, and setting a final approval hearing for April 28, 2022. Doc. 278.

The Agreement requires Verizon to pay \$3,950,000 into a common fund for the benefit of the class. Class Counsel estimates that each class member who submits a timely claim will receive an average of \$390 - \$785, depending on the number of calls they received, and no money will revert back to Verizon. This is substantial monetary relief that exceeds many similar class-wide settlements in actions asserting claims under the TCPA.

Given this excellent result, Plaintiff now moves for an award of attorneys’ fees in the amount of \$1,316,666 (one third of the common fund), reasonable expenses in the amount of \$104,482.95, and an incentive award for Ms. Breda in the amount of \$15,000.

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<sup>1</sup> In accordance with the Court’s preliminary approval order, the claims administrator will distribute notice to the class on the same day that this motion is filed (January 6, 2022) and post a copy of the motion on the settlement website so that class members will have the opportunity to review this motion before responding to the notice. Doc. 241 at 4.

## ARGUMENT

### **I. The Requested Fee is Fair and Reasonable**

The Supreme Court “has recognized consistently 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.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). Thus, where a party maintains a suit that results in the creation of a fund for the benefit of a settlement class, the costs of the litigation, including an award of reasonable attorneys’ fees, should be recovered from the fund created by the litigation. *Ibid.*; *see also Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 392 (1970).

This Agreement is a “common fund” case, as a fund has been created for the benefit of the class, and the TCPA does not otherwise provide for an award of attorneys’ fees. *See* 47 U.S.C. § 227(b)(3). Class Counsel seek an award of attorneys’ fees equal to one-third of the common fund - \$1,316,666.<sup>2</sup> This request is supported by applicable case law both within and outside of the First Circuit, and with respect to class actions generally and those under the TCPA specifically.

#### **A. A percentage-of-the-fund is the preferred method for awarding attorney’s fees in common fund cases within the First Circuit**

The “common-fund” doctrine allows counsel to draw a reasonable fee as a percentage of the fund created by the settlement for the benefit of the class. *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (“Under the common fund doctrine, . . . a reasonable fee is based on a percentage of the fund bestowed on the class.”) The First Circuit holds the “percentage of fund” approach offers distinctive advantages to a lodestar approach, including: (1) it is less burdensome to administer; (2) it reduces the possibility of collateral disputes; (3) it enhances the efficiency throughout the litigation; (4) it is less taxing on

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<sup>2</sup> The notice to the class explicitly advises the class of the amount sought. Doc. 237-1 at 39.

judicial resources; and (5) it better approximates the workings of the marketplace. *In re Thirteen Appeals Arising out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 307 (1st Cir. 1995).

Thus, in the First Circuit, “use of the [percentage of fund] method in common fund cases is the prevailing praxis.” *Ibid.*; *Ark. Teacher Ret. Sys. v. State St. Bank & Trust Co.*, 512 F. Supp. 32 196, (D. Mass. 2020) (“Usually courts award class counsel a percentage of the common fund as attorneys' fees.”); *In re Am. Dental Partners, Inc. Sec. Litig.*, 2010 WL 1427404, at \*1 (D. Mass. Apr. 9, 2010) (“In common fund cases, the trend increasingly favors the calculation of a fee award by use of the percentage of the fund (POF) method.”). Indeed, “the vast majority of courts of appeals now permit or direct district courts to use the percentage-fee method in common fund cases.” *In re Lupron Mktg. & Sales Practices Litig.*, 2005 U.S. Dis. LEXIS 17456, \* 11 (D. Mass. Aug. 17, 2005) (quoting Manual For Complex Litigation § 14.121 (Fourth 2004)).

**B. The Requested Percentage (One-Third of the Settlement Fund) is Reasonable on its Face**

As an initial matter, Courts within the First Circuit, including this one, often award one-third of a common fund as a reasonable attorney’s fee. *See In re Solodyn Antitrust Litig.*, 2018 U.S. Dist. LEXIS 24467, \*11 (D. Mass. July 18, 2018) (Casper, J.); *Kondash v. Citizens Bank*, 2020 U.S. Dist. LEXIS 241588, \*11 (D. R.I. December 23, 2020) (awarding one-third of common fund in TCPA class action and “noting that the traditional one-third of the fund has been routinely approved as appropriate for TCPA settlements in courts in other circuits”); *see also Roberts v. TJX Companies, Inc.*, 2016 WL 8677312, at \*11 (D. Mass. Sept. 30, 2016) (approving 1/3 of the fund); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 85–89 (D. Mass. 2005) (approving 33 1/3% fee as a percentage of the fund); *O’Neill v. Carrington Mortgage Services, LLC*; No: 1:19-cv-10643-ADB, No. 52 (D. Mass., Aug. 7, 2020) (approving one-third fee and expense request); *Gordan v. Massachusetts Mut. Life Ins. Co.*, 2016 WL 11272044, at \*2 (D. Mass. Nov. 3, 2016) (“the one-third fee requested here is fair and reasonable”); *In re StockerYale, Inc. Sec. Litig.*, 2007 WL 4589772, at \*6 (D.N.H. Dec. 18, 2007)



(awarding fees in the amount of 33% of settlement fund); *McCormick v. Festiva Dev. Grp., LLC*, 2011 WL 2457883, at \*1 (D. Me. June 20, 2011) (awarding fees in the amount of one third of settlement fund); *Applegate v. Formed Fiber Techs., LLC*, 2013 WL 6162596, at \*1 (D. Me. Nov. 21, 2013) (same); *Bennett v. Roark Capital Grp., Inc.*, 2011 WL 1703447, at \*2 (D. Me. May 4, 2011) (same).

Moreover, in the TCPA class action context, one-third fee is customary. In *Kondash*, the District of Rhode Island found after evidentiary review that “the traditional one-third of the fund” is consistent with the market rate for such contingency arrangements in TCPA cases.” *Kondash*, 2020 U.S. Dist. LEXIS 241588 at \*17. Thus, numerous cases in this district have awarded one-third of the fund in TCPA class actions. See *Davila-Lynch v. HOSOPO Corporation, et. al.*, Civil Action No. 18-cv-10072 (D. MA. February 5, 2021) (Saylor, J.) (awarding one-third of the entire common fund in attorneys’ fees); *Heaton et al v. Motor Vehicle Assurance et. al.*, Civil Acton No. 17-cv-40169 (D. MA. June 9, 2020) (Hillman, J.) (Same); *Hopkins v. Modernize, Inc.*, Civil Acton No. 17-cv-40169 (D. MA. October 9, 2019) (Hillman, J.) (Same).

Similarly, in *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781 (N.D. Ill. Feb. 12, 2015), the court assessed a significant amount of empirical evidence and determined an appropriate risk-adjusted fee for TCPA class settlements is an award of 36 percent of the common fund—up to the first \$10 million in recovery. *Id.* at 805-807. Thus, courts across the country have routinely awarded one-third of the fund in TCPA class actions. *Hageman v. AT&T Mobility LLC*, No. CV 13-50-BLG-RWA, 2015 WL 9855925, at \*4 (D. Mont. Feb. 11, 2015)(approving fee award of “\$15 million, or one-third of the common fund recovery” in TCPA class action settlement against AT&T); *Landsman & Funk, P.C. v. Skinder-Strauss Assocs.*, 639 F. App’x 880 (3d Cir. 2016) (affirming award of one-third of a reversionary settlement fund in TCPA class action); *Vandervort v Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (fee of one-third awarded in TCPA

case); *Bridgeview Health Care Ctr., Ltd. v. Jerryclark*, 2015 WL 4498741, at \*2 (N.D. Ill. July 23, 2015) (awarding one-third of common fund in TCPA class action); *Saf-T-Gard Int'l, Inc. v. Seiko Corp. of Am.*, No. 09 C 0776 (N.D. Ill. Jan. 14, 2011) (awarding one-third of common fund in multimillion dollar TCPA class action); *Lees v. Anthem Ins. Cos., Inc.*, No. 4:13CV1411 SNLJ, 2015 WL 3645208, at \*4 (E.D. Mo. June 10, 2015) (awarding 34 percent of common fund as attorneys' fees in TCPA class action); *Prater v. Medicredit, Inc.*, No. 4:14CV00159 ERW, 2015 WL 8331602, at \*4 (E.D. Mo. Dec. 7, 2015) (awarding one third of the common fund in a TCPA class action); *Gonzalez v. TCR Sports Broad. Holding, LLP*, No. 1:18-CV-20048-DPG, 2019 U.S. Dist. LEXIS 87506, 2019 WL 2249941, at \*6 (S.D. Fla. May 24, 2019) (“[C]ourts in this district regularly base fee awards on the market rate of one-third of the common fund in TCPA class action settlements.”); *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 949-50 (D. Minn. 2016) (citing TCPA cases from three circuits where attorney's fees were awarded roughly “equal to one-third of the settlement fund”).<sup>3</sup>

### **C. The *Goldberger* Factors Support the Requested Fee Award**

In weighing an appropriate attorney fee award under a common fund request, the First Circuit

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<sup>3</sup> See also *Cook v. Palmer*, 16-cv-673-BRD-JRK, Dkt. 210 at ¶16 (M.D. Fla. Jun. 5, 2020) (Davis, J.) (granting one third of a \$3.5 million fund to Class Counsel here in a TCPA case); *Ossola v American Express*, 13-cv-04836 (N.D. Il. December 2, 2016) (Dkt. 379 at 5)(Lee, J.)(Granting 33% for Fees); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (granting 36% fee award in TCPA case); *Allen v. JPMorgan Chase Bank, NA*, No. 13-8285 (N.D. Ill. Oct. 21, 2015) (Dkt. No. 93 at 6) (Pallmeyer, J.)(Granting 33%); *Martin v. Dun & Bradstreet, Inc.*, No. 12-215 (N.D. Ill. Jan. 16, 2014) (Dkt. No. 63) (granting one-third percentage fee award in TCPA case); *Hanley v. Fifth Third Bank*, No. 12-1612 (N.D. Ill. Dec. 23, 2013) (Dkt. No. 87) (same); *Cummings v. Sallie Mae*, 12-9984 (N.D. Ill. May 30, 2014) (Dkt. No. 91) (one-third of common fund); *Desai v. ADT Sec. Servs., Inc.*, No. 11-1925 (N.D. Ill. June 21, 2013) (Dkt. No. 243) (one-third of the settlement fund); *Paldo Sign & Display Co. v. Topsail Sportswear, Inc.*, No. 08-5959 (N.D. Ill. Dec. 21, 2011) (Dkt. No. 116) (fees equal to one-third of the settlement fund plus expenses); *CE Design Ltd. v. CV's Crab House North, Inc.*, No. 07-5456 (N.D. Ill. Oct. 27, 2011) (Dkt. No. 424) (fees equal to one-third of settlement plus expenses); *G.M. Sign, Inc. v. Finish Thompson, Inc.*, No. 07-5953 (N.D. Ill. Nov. 1, 2010) (Dkt. No. 146) (fees of one-third of settlement plus expenses).

has not set forth a fixed set of factors, however, courts in this district generally consider the *Goldberger* factors: “(1) the size of the fund and the number of persons benefitted; (2) the skill, experience, and efficiency of the attorneys involved; (3) the complexity and duration of the litigation; (4) the risks of the litigation; (5) the amount of time devoted to the case by counsel; (6) awards in similar cases; and (7) public policy considerations.” *In re Neurontin Mktg. & Sales Practices Litig.*, 58 F. Supp. 3d 167, 170 (D. Mass. 2014) (citing *In re Lupron Mktg. & Sales Practices Litig.*, 2005 WL 2006833, at \*3 (D. Mass. Aug. 17, 2005), citing *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir.2000); *Third Circuit Task Force, Court Awarded Attorney’s Fees*, 108 F.R.D. 237, 255–56 (1985)); *see also In re Solodyn Antitrust Litig.*, 2018 U.S. Dist. LEXIS 24467 at \*10 (utilizing Goldberger Factors)

Consideration of the *Goldberger* factors weigh strongly in favor of approving the requested fee here:

### **1. The Size of The Fund Created and The Number of Persons Benefitted**

The \$3,950,000 fund in this case is created for the benefit of 61,485 class members. The average class member who submits a claim is expected to receive between \$390 and \$785, assuming a 5% claim rate and the latter assuming a 10% claim rate. This amounts to \$71 and \$143 *per call* they received from Verizon, with the average class member receiving 5.5 calls.

The settlement thus provides substantial monetary relief that exceeds the per-class-member relief provided in numerous TCPA class action settlements. *Palmer v. Sprint Nextel Corp.*, No. 09-cv-01211, Dkt. Nos. 84 & 91 (W.D. Wash. Oct. 21, 2011) (approving \$5.5 million settlement to benefit 18.1 million class members); *Kramer v. Autobytel*, No. 10-cv-02722, 2012 U.S. Dist. LEXIS 185800 (N.D. Cal. Jan. 27, 2012) (approving \$12.2 million settlement to benefit 47 million class members); *Malta v. Fed. Home Loan Mortg. Corp.*, No. 10-cv-1290, 2013 U.S. Dist. LEXIS 15731 (S.D. Cal. Feb. 5, 2013) (preliminarily approving \$17.1 million settlement to 5,887,508 class

members; final approval granted at Dkt. No. 91); *In re Enhanced Recovery Company, LLC Telephone Consumer Protection Act Litigation*, Case No. 6:13-MD-2398-orl-37GJK (M.D. Fla.) (class claimants to receive injunctive relief and no monetary recovery)

Similarly, the expected pro rata payout to each claimant exceeds the payout in numerous TCPA settlements as well. *See e.g., Markos v. Wells Fargo Bank, N.A.*, 2017 WL 416425, at \*4 (N.D. Ga. Jan. 30, 2017) (finding that the cash recovery of \$24 per claimant in a TCPA class action—far less than the anticipated recovery here—is “an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter”); *Couser v. Comenity Bank*, 125 F. Supp. 3d 1034 (S.D. Cal. 2015) (settlement amount favored final approval, where claims rate resulted in pro rata payment of approximately \$13.75 per class member); *Manouchehri v. Styles for Less, Inc.*, No. 14cv2521 NLS, 2016 U.S. Dist. LEXIS 80038, at \*4 (S.D. Cal. June 20, 2016) (preliminarily approving settlement where class members could choose to receive either a \$10 cash award or a \$15 voucher); *Steinfeld v. Discover Fin. Servs.*, 2014 U.S. Dist. LEXIS 44855 at \*4 and \*11-\*12 (N.D. Cal. Mar. 31, 2014) (\$46.98 to each claimant); *Spillman v. RPM Pizza, LLC*, 2013 U.S. Dist. LEXIS 72947 at \*2, \*9 (M.D. La. May 23, 2013) (final approve for up to \$15 for each claimant); *Hashw v. Dep’t Stores Nat’l Bank*, 2016 U.S. Dist LEXIS 61004 (D. Minn. 2016) (finally approving settlement where “each claimant will receive approximately \$33.20.”); *In re Capital One TCPA Litigation*, 12-cv-10064 (MDL No. 2416) (N.D. Ill. Feb. 12, 2015) (granting final approval were each claimant would be awarded \$39.66); *Wright v. Nationstar Mortg. LLC*, 2016 U.S. Dist. LEXIS 115729, \*28 (N.D. Ill. 2016) (finally approving “\$45.00 recovery per claimant”); *Wojcik v. Buffalo Bills, Inc.*, Case No. 8:12-cv-2414-T-23TBM (M.D. Fla. Aug. 25, 2014) (class claimants to receive \$57.50-\$75.00 gift card); *Adams v. AllianceOne Receivables Mgmt. Inc.*, No. 08-cv-00248, Dkt. Nos. 116 & 137 (S.D. Cal. Sept. 28, 2012) (claimants received \$40 each); *Estrada v. iYogi, Inc.*, No. 2:13-01989 WBS CKD, 2015 WL 5895942, at \*7 (E.D. Cal. Oct. 6, 2015) (granting preliminary approval to TCPA

settlement where class members estimated to receive \$40); *Cabbage v. Talbots, Inc.*, No. 09-cv-00911-BHS, Dkt. No. 114 (W.D. Wash. Nov. 5, 2012) (granting final approval of TCPA settlement where class members would receive \$40 cash or \$80 merchandise certificate); *Garret, et al. v. Sharps Compliance, Inc.*, No. 1:10-cv-04030, Dkt. No. 65 (N.D. Ill. Feb. 23, 2012) (claimants received between \$27.42 and \$28.51).

Thus the size of the fund and the benefits conferred supports the fees requested.

## **2. The Skill And Efficiency of The Attorneys Involved**

The skill and efficiency of the attorneys involved also weighs in favor of the requested fees and expenses. Class Counsel are skilled consumer protection and class action litigators who have extensive experience litigating class actions under the TCPA including being class counsel in some of the largest TCPA settlements in the country. Declaration of Keith Keogh (“Keogh Decl.”) at ¶¶ 4-5, 27-33; Declaration of Timothy Sostrin (“Sostrin Decl.”) at ¶¶ 4-12; Declaration of Sergei Lemberg (“Lemberg Decl.”) at ¶ 6; Declaration of Stephen Taylor (“Taylor Decl.”) ¶ 5. They have been appointed to represent classes in numerous TCPA actions, in both contested and settled proceedings. *See e.g., Hageman v. AT&T Mobility LLC*, 2015 U.S. Dist. LEXIS 25595 (D. Mont. 2015) (approving TCPA class action settlement); *Leung v. XPO Logistics*, 326 F.R.D. 185 (N.D. Ill. 2018) (same); *Lee v. Global Tel\*Link Corporation*, 2018 U.S. Dist. LEXIS 163410 (C.D. Cal. 2018) (same); *Hill v. Asset Acceptance, LLC*, 2014 U.S. Dist. LEXIS 91190 (S.D. Cal. 2014) (same); *Brown v. Rita’s Water Ice Franchise Co. LLC*, 2017 WL 1021025, at \*1 (E.D. Pa. Mar. 16, 2017) (same); *Duchene v. Westlake Servs., LLC*, 2016 WL 6916734 (W.D. Pa. July 14, 2016) (same); *Braver v. Northstar Alarm Service, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (granting contested class certification motion in a TCPA case); *Susinno v. Work Out World, Inc.*, 333 F.R.D. 354 (D. N.J. 2019) (same); *Johnson v. Yahoo!, Inc.*, 2016 U.S. Dist. LEXIS 256 (N.D. Ill. 2016) (same); *Johnson v. Comodo Grp., Inc.*, 2020 WL 525898, at \*1 (D.N.J. Jan. 31, 2020) (same).

Where “Class Counsel’s knowledge and experience . . . significantly contributed to a fair and reasonable settlement, this factor supports a request for a large amount of attorneys’ fees.” *Lane v. Page*, 862 F. Supp. 2d 1182, 1254 (D.N.M. 2012) (internal quotation omitted). Class Counsel’s skill and experience thus support the requested fee.

### **3. The Complexity and Duration of The Litigation**

Over the course of five years, this action has presented several novel and difficult questions, which required significant skill to litigate. This factor therefore supports the requested fee.

To begin, this case presented the technical question of whether a hybrid cellular operating on both the cellular network and VOIP service qualified as “cellular telephone service” under the TCPA. That thorny issue predominated both summary judgment briefing and an appeal to the First Circuit.

Further, the litigation of class certification question required analysis of voluminous data sets produced in discovery, including 28 million call records spread over 1,000 separate computer files. To untangle the data, Plaintiff needed to employ an expert who wrote custom computer code to analyze the data for purposes of class certification. *See* Doc. 214 at p. 2. Further, Plaintiff needed to file multiple motions to compel discovery to obtain the data in the first place. Doc. 34; Doc. 143

The case also presented the novel question of whether the Supreme Court’s recent holding in *Barr v. American Association of Political Consultants, Inc.*, 140 S. Ct. 2335 (2020) rendered the robocall provision of the TCPA retroactively unconstitutional. This issue was the subject of Verizon’s more recent motion to dismiss. Doc. 182.

All of these questions were difficult and required significant skill to properly litigate. Thus, the third *Goldberger* factor also supports the requested fee.

### **4. The Risks of The Litigation**

There are many hazards inherent in TCPA class actions that make the cases particularly risky to litigate. These include (1) the lack of any fee shifting provision in the statute, despite the need for

expert analysis of large data sets; (2) the possibility that discovery will reveal that a significant portion of the class consented to receive the calls, or that it will be difficult to determine who did consent, (3) the possibility that the FCC could at any time revise its regulations under the statute to exclude the particular communications at issue or create a safe harbor for the use of such communications, and (4) the possibility that the court would stay the action for years while the FCC addresses those issues. In *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d at 805-807, the Northern District of Illinois performed an in-depth analysis of these risks to determine proper awards of attorneys' fees in TCPA class action settlements. The court explained:

“Class Counsel in this case faced a variety of serious obstacles to success in bringing the lawsuit, and faced the real prospect of recovering nothing. First, it was quite possible that the discovery may have revealed that many class members acquiesced to receiving calls on their cell phones when they agreed to their cardholder agreements with Capital One. Some customers provided Capital One with their cell phone numbers as their primary contact numbers, arguably waiving any right not to receive debt-collection calls on their cell phone from Capital One. Second, at the outset of the litigation there was a serious question whether the Plaintiffs' claims could meet Rule 23's manageability requirement given that Capital One would have to review its records to determine which class members provided consent through cardholder agreements, which class members actually provided their cell phone numbers to Capital One, and whether each class member actually owned their cell phone number at the time Capital One called it using an autodialer. Third, as Capital One has noted throughout this litigation, there are presently petitions before the FCC urging the FCC to (1) revise the TCPA's definition of “automatic telephone dialing system” to exclude dialers like those used by Capital One, and (2) provide a safe harbor for all calls that Capital One inadvertently made to wrong numbers. Consequently, the longer this litigation were to continue, the longer Plaintiffs would be exposed to the possibility that the FCC would take action that might extinguish Plaintiffs' claims.”

*Id.* at 805.

Similar risks applied in this case, given the need for expert analysis of large data sets, the centrality of consent to the class certification issue, and the technical issue of the TCPA's application to hybrid wireless plans under the FCC's rules. As noted by Verizon, some had denied class certification in TCPA cases. *See Morgan v. Adventist Health System/Sunbelt, Inc.*, 2020 U.S. Dist. LEXIS 62299 (M.D. Fla. Jan. 15, 2020); *Sliwa v. Bright House Networks, LLC*, 2019 U.S. Dist.



LEXIS 167805 (M.D. Fla. Sep. 27, 2019); *Wilson v. Badcock Home Furniture*, 329 F.R.D. 454 (M.D. Fla. 2018). Accordingly, the risks inherent in TCPA litigation support the requested fee here.

In addition, Class Counsel is comprised of two small law firms. Firms of small size face even greater risks in litigating large class actions with no guarantee of payment. *Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, at \*10 (C.D. Cal. Nov. 18, 2014) (finding heightened risk of small firm representation should be rewarded with larger percentage fee for good result); *see also Pennsylvania v. Delaware Valley Citizens' Council for Clean Air*, 483 U.S. 711, 750 (1987) (Delaware Valley II) (plurality opinion) (“[C]ontingent litigation may pose greater risks to a small firm or a solo practitioner because the risk of nonpayment may not be offset so easily by the presence of paying work. . . .”); *Davis v. Mutual Life Ins. Co.*, 6 F.3d 367, 382 (6th Cir. 1993) (“[T]he maintenance of comparatively large pieces of litigation prevents small firms from diversifying risk by taking on additional clients.”)

This is a pure contingent fee case, which Class Counsel took on with risk concerning not only the result of the case, but also how much time and money would need to be invested to get a result against Verizon, who is well able to devote the resources to litigate these types of cases. Had the case been lost, they would have received no compensation whatsoever for their significant investment of time and effort.

In addition, given the small size of Class Counsel’s law firms, the amount of work that Class Counsel can handle at any given time is limited. Class Counsel’s efforts in connection with, and commitment to, this matter, consequently curtailed an ability to accept other work. *See Yates v. Mobile Cnty. Pers. Bd.*, 719 F.2d 1530, 1535 (11th Cir. 1983) (The expenditure of time necessarily had some adverse impact upon the ability of counsel for plaintiff to accept other work, and this factor should raise the amount of the award.); *see also Stalcup v. Schlage Lock Co.*, 505 F. Supp.2d 704, 708 (D. Colo. 2007) (noting that “the *Johnson* court concluded that priority work that delays a lawyer’s other



work is entitled to a premium.”) Accordingly, the risk of this litigation weighs heavily in favor of the requested award.

### **5. The Amount of Time Devoted to The Case by Plaintiff’s Counsel**

Class Counsel have invested significant time and effort in this action over the course of five years. Since filing the complaint in July 2016 (Doc. 1), Class Counsel has, among many other things, (1) moved for a protective order to quash third party subpoenas (Doc. 16); (2) moved to compel discovery from Verizon (Doc. 34); (3) opposed Verizon’s motion for summary judgment (Doc. 66); (4) opposed Verizon’s motion to compel arbitration (Doc. 84); (5) opposed an emergency motion to vacate the court’s discovery order (Doc. 104); (6) opposed a motion to stay this proceeding (Doc. 111); (7) successfully appealed the court’s summary judgment ruling to the First Circuit (Doc. 130); (8) moved for an order to show cause against Verizon (Doc. 143); (9) opposed a motion to dismiss (Doc. 186); (10) briefed and argued plaintiff’s motion for class certification (Doc. 209); (11) opposed a motion to exclude expert testimony (Doc. 214); (12) procured voluminous written discovery and data from Verizon and third parties (Keogh Decl. at ¶ 10-11); (13) conducted eight depositions (Keogh Decl. at ¶ 9); (14) hired an expert and developed expert testimony (Sostrin Decl. at ¶ 14); (15) participated in a full day mediation and submitted detailed mediation briefs to the mediator (Keogh Decl. at ¶ 19); (16) negotiated and drafted a comprehensive Settlement Agreement (Keogh Decl. at ¶ 20); (17) developed a plan for class notice (Doc. 236); (18) moved for preliminary approval (Doc. 236); and (19) communicated with the Plaintiff throughout the case (Lemberg Decl. at ¶ 10).

In addition, Class Counsel will devote further time and effort appearing at the final approval hearing, responding to inquiries from Class Members going forward, addressing any objections that could arise and monitoring the distribution of settlement payments by the Settlement Administrator until the fund is expended and closed. (Keogh Decl. ¶ 22).

This extensive litigation history, which is not exhaustive of all the efforts undertaken to resolve this matter, easily supports the requested fee. The case required a substantial investment of time and labor to bring to a resolution, and particularly when compared with class actions that settle early, prior to any extensive litigation. *See e.g., McNeely v. Nat'l Mobile Health Care, LLC*, 2008 U.S. Dist. LEXIS 86741, \*46, n. 9 (W.D. Okla. October 27, 2008) (preliminarily approving \$660,000 in attorneys' fees in an early common fund settlement despite the lack of a significant litigation history); *In re Capital One Telephone Consumer Protection Act Litigation*, 80 F.Supp.3d 781, 792 (N.D. Ill 2015) (awarding approximately \$16,000,000 in attorneys' fees and noting that "Although the parties have conducted limited discovery for the purpose of evaluating settlement, they would need to engage in significant additional discovery of Capital One's millions (or billions) of call records, if the litigation were to proceed further. This would likely require each side to retain experts to analyze the mountains of data."); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 495 (N.D. Ill. 2015) (awarding nearly \$3,000,000 in attorneys' fees after the parties only "engaged in limited informal and formal discovery for the purpose of evaluating settlement").

## 6. Awards in Similar Cases

Awards in similar cases also support the requested fee. As explained above<sup>4</sup>, an award of one-third of the common fund is standard in TCPA class actions across the country. Within the First Circuit, numerous courts have thus awarded one-third of the fund as fees in TCPA class actions. *Kondash*, 2020 U.S. Dist. LEXIS 241588 at \*17; *Davila-Lynch v. HOSOPO Corporation, et. al.*, Civil Action No. 18-cv-10072 (D. MA. February 5, 2021) (Saylor, J.) (awarding one-third of the entire common fund in attorneys' fees); *Heaton et al v. Motor Vehicle Assurance et. al.*, Civil Acton No. 17-cv-40169 (D. MA. June 9, 2020) (Hillman, J.) (Same); *Hopkins v. Modernize, Inc.*, Civil Acton

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<sup>4</sup> See pages 3-5 and footnote 3.

No. 17-cv-40169 (D. MA. October 9, 2019) (Hillman, J.) (Same). Thus, this factor weighs in support of the requested award.

### **7. Public Policy Considerations**

“Class action plaintiffs’ attorneys provide an invaluable service by aggregating the seemingly insignificant harms endured by a large multitude into a distinct sum where the collective injury can then become apparent” *In re Puerto Rican Cabotage Antitrust Litig.*, 815 F. Supp. 2d 448, 463 (D.P.R. 2011). Here, given the risk and expense in pursuing class members’ TCPA claims, “it would likely not be economical for an individual Class Member to pursue such litigation on their own.” *Id.*

Moreover, the Supreme Court has repeatedly affirmed the importance of the TCPA. Initially the Court held the TCPA is a consumer protection statute, which Congress enacted to combat the nuisance of prerecorded telephone calls. *See Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 372 (2012) (“[A]utomated or prerecorded telephone calls’ made to private residences, Congress found, were rightly regarded by recipients as ‘an invasion of privacy.’) More recently, the Supreme Court noted the continued importance of the TCPA:

“Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The Federal Government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019 alone. The States likewise field a constant barrage of complaints. For nearly 30 years, the people’s representatives in Congress have been fighting back.”

*Barr v. American Association of Political Consultants, Inc.*, 140 S. Ct. 2335, 2343 (2020). The TCPA thus encourages recipients of robocalls to file suit to enforce their rights through an explicit private right of action, but does not provide for a fee shifting provision. 47 U.S.C. § 227(b)(3).

Given the lack of a fee shifting provision and the complexity of the legal issues surrounding TCPA cases, class actions are essential to effective TCPA litigation. Experienced and competent counsel will not represent consumers in TCPA actions without the ability to obtain attorneys’ fees at the market rate. This class action and the requested fee thus serve the important public policy of

ensuring that consumers' rights under the TCPA are enforced by effective and competent counsel even where individual damages are minimal.

## **II. A LodeStar Cross-Check, while not Required, Would Also Support the Requested Fee**

“The First Circuit does not require a court to cross check the percentage of fund against the lodestar in its determination of the reasonableness of the requested fee.” *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 81 (D. Mass. 2005). Nonetheless, courts may consider the lodestar when determining the reasonableness of a fee calculated as a percentage of the fund. *See id.* In addition, multipliers of lodestar amounts is “an accepted means of enhancing a lodestar appropriately to reflect, for example, the scale of the results achieved by prevailing counsel or the risks counsel took in pursuing contingent fees.” *In re Volkswagen & Audi Warranty Extension Litig.*, 89 F. Supp. 3d 155, 165 (D. Mass. 2015) (collecting cases).

Class Counsel's lodestar in this action is \$1,332,845 which is based on 2,147.5 attorney and professional staff hours. Lemberg Decl., ¶ 16; Keogh Decl., ¶ 23:

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Lodestar</u>
Sergei Lemberg, Esq.	\$650	297.4	\$193,310
Stephen Taylor, Esq.	\$600	138.1	\$82,860
Josh Markovits, Esq.	\$400	106.3	\$42,520
Alex Hornat, Esq.	\$350	85.5	\$29,925
Paralegal Time	\$125	47.2	\$5,900
Keith Keogh	\$700	945.3	\$661,710
Timothy J. Sostrin	\$600	527.7	\$316,620

Total: 2147.5      Total: \$1,332,845

These rates are fully supported by the skill and experience of Plaintiff's counsel and well within the market rate for their services. Lemberg Decl., ¶¶ 17-20; Taylor Decl., ¶¶ 2-7; Keogh Decl., ¶¶ 23-24; Sostrin Decl., ¶¶ 4-12. The Court should note that the lodestar does not include the substantial and significant additional work associated with final approval and Class Counsel's oversight of the settlement administration process that counsel will perform until the close of this action. (Lemberg Decl. ¶ 14).

Based on the lodestar to date, the lodestar exceeds the requested fee. Courts regularly approve substantial lodestar multipliers. *See New England Carpenters Health Benefits Fund v. First Databank, Inc.*, 2009 WL 2408560, at \*2 (D. Mass. Aug. 3, 2009) (court approved lodestar multiplier of about 8.3); *In re AMICAS, Inc. S'holder Litig.*, 2010 WL 5557444, at \*4 (Mass. Super. Dec. 6, 2010), *judgment entered sub nom. In re Amicas, Inc. S'holder Litig.* (Mass. Super. 2010) (court approved lodestar multiplier of 5); *Roberts*, 2016 WL 8677312, at \*13 (court approved a multiplier of 1.96).

Accordingly, the lodestar cross-check demonstrates that a fee and cost award of one-third of the common fund here is fair and reasonable and reasonable compensation to Class Counsel for their efforts on achieving an excellent result for the Settlement Class.

### **III. The Requested Expenses Are Justified**

Class Counsel also seek to be reimbursed for their out-of-pocket expenses in the amount of \$104,482.95. An award of nontaxable costs in a class action is expressly authorized by Fed. R. Civ. P. 23(h). "As with attorneys' fees, an attorney who creates or preserves a common fund for the benefit of a class is entitled to receive reimbursement of all reasonable costs incurred." *Vaszlavik v. Storage Tech. Corp.*, No. 95-B-2525, 2000 U.S. Dist. LEXIS 21140, 2000 WL 1268824, at \*4 (D. Colo. Mar. 9, 2000). Thus, "[i]t is well established that counsel who create a common fund like the one at issue are entitled to the reimbursement of litigation costs and expenses, which include such things as expert

witness costs, mediation costs, computerized research, court reports, travel expenses, and copy, telephone, and facsimile expenses.” *Krueger v. Ameriprise Fin., Inc.*, 2015 U.S. Dist. LEXIS 91385, \*9 (D. Minn. 2015).

Here, Class Counsel seek the reimbursement of \$104,482.95 in reasonable expenses incurred in this matter, which are comprised largely of mediation and expert witness fees, deposition transcript fees, and appellate brief copying service fees. Keogh Decl. at ¶ 25; Lemberg Decl. at ¶¶ 21-24. Importantly, the categories of expenses for Class Counsel seeks reimbursement are the type of expenses routinely charged to paying clients in the marketplace<sup>5</sup> and, therefore, are properly reimbursed under Rule 23. *See Krueger*, at \*9 (approving reimbursement for depositions, experts and consultants, transcripts and filing fees, mediation, copies, telephone and fax, data development, research and investigation, and travel, and noting that “[g]iven that Class Counsel represented Plaintiffs on a contingent-fee basis, they had a strong incentive to keep these expenses at a reasonable level.”).

#### **IV. The Incentive Award is Justified and well Earned**

Finally, Plaintiff requests the Court approve the payment of an incentive award to Plaintiff in the amount of \$15,000. An incentive award for bringing and litigating this case on behalf of the class is permissible and promotes a public policy of encouraging individuals to undertake the responsibility of representative lawsuits. *Manual for Complex Litigation*, § 21.62 n.971 (4th ed. 2004); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 98 (D. Mass. 2005). Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation. *In re Puerto Rican Cabotage Antitrust Litig.*, 815 F. Supp. 2d 448, 468 (D.P.R. 2011); *In re Lupron Mktg. & Sales Practices Litig.*, 2005 WL

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<sup>5</sup> None of the expenses sought are for overhead charges such as internal copies, legal research or food when traveling for hearings or depositions in this case.

2006833, at \*7 (D. Mass. Aug. 17, 2005); *Shaw v. Interthinx, Inc.*, 2015 U.S. Dist. LEXIS 52783, \*24 (D. Colo. 2015) (“[I]ncentive awards are an efficient and productive way to encourage members of a class to become class representatives, and to reward the efforts they make on behalf of the class.”)

Plaintiff has performed exceptionally well on behalf of the class for more than five years. In that time, she has sat for two separate depositions, answered written discovery, and been in regular contact with her counsel to monitor the case. Lemberg Decl. ¶ 10. But for her efforts, and her desire and willingness to stick with this case and get relief for others, the Settlement Class here would have received nothing. An incentive award of \$15,000 is reasonable and fair and within the range of awards approved in other class actions. *See, e.g., Gordan v. Massachusetts Mut. Life Ins. Co.*, 2016 WL 11272044, at \*3 (D. Mass. Nov. 3, 2016) (approving award of \$20,000 to each named plaintiff); *Jones v. I.Q. Data Int’l, Inc.*, 2015 U.S. Dist. LEXIS 137209, \* 5 (D. N.M. 2015) (approving service award to the named plaintiff in the amount of \$20,000 out of a \$1,000,000 settlement fund); *Cooper v. NelNet, Inc.*, 14-cv-314-RBD-DAB, Dkt. 85, p.5, ¶11 (M.D. Fla. Aug. 4, 2015) (\$25,000 incentive award in TCPA case); *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010 U.S. Dist. LEXIS 49477, \*17 (N.D. Cal. Apr. 22, 2010) (“the Court finds that an award of \$20,000 is well justified”); *In re Aquila ERISA Litig.*, 2007 U.S. Dist. LEXIS 87830, \* 8-9 (W.D. Mo. Nov. 29, 2007) (awarding incentive award of \$25,000 for named plaintiff who “rendered valuable service to the Plan and all Plan Participants. Without this participation, there would have been no case and no settlement.”); *Hageman v. AT&T Mobility LLC*, 2015 U.S. Dist. LEXIS 25595, \*12 (D. Mont. 2015) (TCPA case holding that “because of the extraordinary results achieved on behalf of the Settlement Class, the Court finds that Hageman's requested incentive award of \$20,000 is fair, reasonable and appropriate”).

## **V. Conclusion**

For the foregoing reasons, Plaintiff respectfully requests the Court award class counsel

attorneys' fees in the amount of \$1,316,666 (one third of the common fund) and reasonable expenses in the amount of \$104,482.95, and approve an incentive award to Ms. Breda in the amount of \$15,000.

Respectfully Submitted,  
Dated: January 6, 2022

/s/ Sergei Lemberg

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**CERTIFICATE OF SERVICE**

I hereby certify that on January 6, 2022, I served a true and accurate copy of the foregoing to counsel of record through the Court's CM/ECF system which sent notice of such filing to all counsel of record.

/s/ Keith J. Keogh  
Keith J. Keogh

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

ROBIN BREDA, *on behalf of herself and  
all others similarly situated,*

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,

Defendant.

Civil Action No. 1:16-cv-11512-DJC

**DECLARATION OF KEITH J. KEOGH**

Keith J. Keogh declares under penalty of perjury, that the following statements are true:

1. I am over the age of eighteen and am fully competent to make this declaration. This declaration is based upon my personal knowledge and if called upon to testify to the matters stated herein, I could and would do so competently.

2. As shown below, my firm has regularly engaged in major complex litigation involving the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”), and other consumer issues. My firm has the resources necessary to conduct complex class litigation, and experience prosecuting class actions of similar size, scope, and complexity to the instant case.

3. Keogh Law, Ltd. consists of six attorneys and focuses on consumer protection class actions. I am a shareholder of the firm and member of the bars of the United States Supreme Court, United States Court of Appeals for the First, Second, Third, Fifth, Seventh, Ninth and Eleventh Circuits, Eastern District of Wisconsin, Northern District of Illinois, Central District of Illinois, Southern District of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar, and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

4. Keogh Law has been class counsel in two of the largest TCPA settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (Final Approval Granted February 11, 2015 providing for a \$45 million settlement for a class of 16,000 persons) and *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel)(Final Approval Granted February 12, 2015 for a \$75 million settlement).

5. Keogh Law has also been class counsel is several of the largest settlements achieved in other consumer protection statutes such as the Fair and Accurate Credit Transactions Act (“FACTA”), including *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Mar. 11, 2019) (\$30.9 million); *Legg v. Laboratory Corporation of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla. Feb. 18, 2016) (\$11 million); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla. Aug. 2, 2016) (\$7.5 million).

#### **Case and Settlement History**

6. The Settlement obtained this case was only reached after approximately five years of litigation.

7. Plaintiff filed suit on July 21, 2016 alleging Defendant Cellco Partnership d/b/a Verizon Wireless (“Verizon”) had made pre-recorded debt collection calls to her cell phone and the cell phones of numerous other consumers without their consent. On November 18, 2016, Verizon answered the complaint.

8. Extensive discovery ensued, with the parties propounded Fed. R. Civ. P 33 & 34 requests concerning the elements of the claims in chief, Defendant’s defenses and class certification issues.

9. The Parties have taken eight depositions, including two depositions duces tecum of non-Parties, depositions of the Parties' respective experts and two depositions of the Plaintiff herself.

10. Defendant and third parties produced and Plaintiff reviewed voluminous document production. The Parties exchanged expert reports and conducted expert depositions.

11. Further, Defendant and LiveVox (a third-party dialing service provider) produced twenty-eight million (28,000,000) Verizon call records, contained in over one thousand (1,000) separate computer files, which were analyzed by Plaintiff's expert to identify class members.

12. Discovery in this proceeding was hard fought and the Court heard and resolved myriad discovery related disputes including compelling the production of class discovery. (*E.g.* Docs. No. 16, 17, 19, 26, 34, 92, 97, 139, 143, 150, 151, 160, 164, 166, 171, etc.).

13. On May 8, 2017, Verizon moved for summary judgment on the grounds that Plaintiff's cellular telephone was not "assigned to . . . a cellular telephone service" within the meaning of TCPA. On June 9, 2017, Verizon moved to compel arbitration based on an unrelated agreement between Verizon and the Plaintiff. Plaintiff filed a sealed opposition to the Motion for Summary Judgment on May 30, 2017 and filed an opposition to the Motion to Compel Arbitration on June 22, 2017. On November 17, 2017, the Court denied Verizon's motion to compel arbitration and allowed its motion for summary judgment.

14. On December 6, 2017 Plaintiff filed a Notice of Appeal concerning the Order on the Motion for Summary Judgment, and on December 19, 2017 Verizon filed a Notice of Appeal on the Order Denying the Motion to Compel Arbitration. After briefing, the First Circuit Court of Appeals held oral argument on the matter on December 5, 2018. On August 2, 2019, the First

Circuit affirmed the Court's denial of the motion to compel arbitration, reversed the entry of summary judgment and remanded for further proceedings.

15. On November 13, 2020, Verizon moved to dismiss the Complaint on the grounds that the TCPA was unconstitutional. Plaintiff filed an opposition to this motion on December 7, 2020 and on May 12, 2021 the Court denied the motion.

16. On June 7, 2021, Plaintiff moved for class certification. Plaintiff's expert identified 61,485 unique cellular telephone numbers which meet the objective criteria set forth in the definition. Verizon filed an opposition to this motion on June 28, 2021, and Plaintiff filed her Reply on July 8, 2021

17. On June 7, 2021 Verizon filed a motion to exclude Plaintiff's expert report and testimony. Plaintiff filed her opposition to this motion on June 21, 2021, and Verizon filed its Reply on July 8, 2021.

18. On July 15, 2021, the Court held a hearing on the motion to certify and Verizon's motion to exclude Plaintiff's expert.

19. Subsequently, the Parties agreed to a private mediation, and jointly moved the Court to Stay the matter pending the outcome, which the Court did on August 23, 2021. On August 31, 2021, the Parties attended a mediation session conducted before Hesha Abrams of Hesha Abrams Mediation, LLC, an experienced and nationally recognized neutral. The Parties provided their mediator with detailed mediation statements addressing all aspects of this case: claims in chief, defenses, class certification and the defenses or objections thereto, damages, and settlement. Counsel for the Parties zealously advocated for their clients and the putative class and mediation was conducted at arm's-length.

20. The session resulted in an agreed set of terms to govern a class-wide settlement. The Parties then spent the next month memorializing their agreement in order to present it to the Court for approval.

21. In this case, Ms. Breda has been deposed twice, provided responses to written discovery, and has actively participated in the litigation.

22. Finally, I anticipate that my firm will undertake a significant amount of work in connection with final approval and the administration of the settlement in this matter, including assisting class members with inquiries by phone and email. Based on my experience, this work will require substantial time and effort but nevertheless is not included in the lodestar calculation below.

#### **Fees and Expenses**

23. The Lodestar for Keogh's Law's work in this case over the past five years, considering only those attorneys who have contributed the most substantial amounts of time to the prosecution of this action, is as follows:

<b>Professional</b>	<b>Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Keith J. Keogh	\$700	945.3	\$661,710
Timothy J. Sostrin	\$600	527.7	\$316,620
<b>TOTALS</b>		1,473	\$978,330

24. These hourly rates are within the range of rates approved for attorneys with similar qualifications in class action litigation in the Massachusetts legal market even a decade ago and are comparable with the rates charged by our Massachusetts based co-counsel in this action; See Declaration of Sergei Lemberg at ¶ 16; *see also Davis v. Footbridge Eng'g Servs.*,

*LLC*, 2011 WL 3678928, \*4 (D. Mass. Aug. 22, 2011) (approving rates for partners of \$650 per hour and noting that the “overhead and transaction costs of a class action litigation practice, particularly a national practice, is similarly high” to larger law firms); *Brenner v. J.C. Penney Co.*, 2013 WL 6865667, at \*6 (D. Mass. Dec. 26, 2013) (approving hourly rates of \$600 for class counsel in class action alleging defendant violated Massachusetts consumer protection statute).

25. In addition, Keogh Law has incurred significant expenses out of pocket that were necessary to the effective prosecution of this action. The expenses my firm incurred prosecuting this case, itemized below, total \$101,841.93, and do not include expenses for overhead such as legal research, copying or meals:

Date	Description	Amount
12/12/2016	KJK Uber to airport after 12.12 hearing	37.43
12/12/2016	KJK Cab to Court for 12.12 hearing	33.00
12/12/2016	KJK Parking at Ohare for 12.12 hearing	35.00
12/12/2016	KJK Flight for 12.12 hearing	512.56
4/24/2017	KJK Canceled United Flight for 5.2 Hearing	237.20
4/24/2017	KJK Canceled American Flight for 5.2 Hearing	106.20
4/27/2017	KJK Flight for May Hearing	364.40
5/17/2017	KJK Flight Change Fee	200.00
6/13/2017	KJK Taxi to Court	25.62
6/13/2017	KJK Parking at Hare	40.00
12/6/2017	MAD CM ECF Payment for Notice of Appeal	505.00
3/9/2018	FedEx Mot to File Under Seal to Clerk	20.00
5/17/2018	Counsel Press Invoice for Appeal Work	2,848.29
8/20/2018	FedEx Mot to File Under Seal to Clerk	20.00
9/18/2018	Counsel Press Invoice for Appeal Reply	954.06
12/4/2018	KJK Flight Cancelation for Rescheduled Appeal	190.00
1/14/2019	KJK Uber to Airport before Appellate Hearing	55.94
1/15/2019	KJK Flight to Boston for Appellate Hearing	369.00
1/14/2019	KJK Taxi in Boston	24.85
1/14/2019	KJK Hotel for Appellate Hearing	401.72
9/26/2019	KJK Taxi after 9/26 Hearing	24.27
9/26/2019	KJK Airport Parking for 9/26 Hearing	40.00
9/26/2019	KJK Taxi before 9/26 hearing	23.30

10/1/2020	Jewell Invoice, Expert	3,000.00
10/28/2020	Invoice for Friedman Dep	1,062.15
11/30/2020	Invoice for LiveVox Subpoena Service	65.00
12/10/2020	Invoice for LiveVox (Siegel) Dep	471.25
1/21/2021	Invoice for Boulanger Dep	564.19
3/1/2021	Jewell Invoice for Feb 2021	5,000.00
4/12/2021	Jewell Invoice for March 2021	10,160.00
5/1/2021	Jewell Invoice for April 2021	26,080.00
6/3/2021	Invoice for Aron Dep Transcript	750.65
6/1/2021	Jewell Invoice for May 2021	16,480.00
6/11/2021	Expert dep transcript	1,020.35
7/1/2021	Jewell Invoice for June 2021	5,080.00
8/26/2021	Transcript Invoice for 7/15 Hearing	40.50
8/31/2021	Hesha Abrams Mediation LLC	25,000.00
		101,841.93

26. Based on my over twenty years litigating consumer class actions, I believe the time spent and expenses incurred are reasonable and necessary in order to pursue this litigation.

### **Additional Experience**

27. In addition to the above, the firm was lead or class counsel in the following class settlements: *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020) (TCPA); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020) (TCPA); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020) (TCPA); *Leung v XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018) (TCPA); *Legg v. Am. Eagle Outfitters*, 2017 U.S. Dist. LEXIS 147645 (S.D.N.Y. Sept. 8, 2017), *aff'd* 923 F.3d 85 (2d Cir. 2019) (TCPA); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.) (TCPA); *Ossola v Amex* 1:13-cv-04836 (N.D. Ill. 2016) (TCPA); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.) (TCPA); *Prather v Wells Fargo*, 15-CV-04231-SCJ (N.D. Ga.) (TCPA); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (W.D. Wa.) (TCPA); *Guarisma v. Alparagas USA, Inc. d/b/a*



*Havaianas*, Case No. 1:18-cv-24351-JEM (S.D. Fla. Feb. 27, 2020) (FACTA); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020) (landlord/tenant); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019); *Detter v. KeyBank, N.A.*, No. 1616-cv10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Martinez v. Mediacredit*, 4:16CV01138 ERW (E.D. Mo. 2018) (TCPA); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. N.J. 2018) (TCPA); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017) (landlord/tenant); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fla.) (TCPA); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill.) (TCPA); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fla.) (TCPA); *Thomas v Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill.); *Kubacki v Peapod*, 13-cv-729 (N.D. Ill.); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fla.) (TCPA); *Curnal v. LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014) (unlicensed debt collector under KS law); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill.) (TCPA) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Ill.) (TCPA); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013) (TCPA); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill.) (TCPA); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D.

Ill.) (TCPA); *Iverson v Rick Levin & Associates*, 08 CH 42955 (Cir. Ct. Cook County, IL) (TCPA); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill.) (TCPA); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill) (FLSA collective action); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead) (TCPA); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v. Roehenback*, 07 C 5173 (N.D. Ill.); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613 (Cir. Ct. Cook County, IL) (TCPA); *Whiting v. SunGard*, 03 CH 21135 (Cir. Ct. Cook County, IL) (TCPA); *Whiting v. GoIndustry*, 03 CH 21136 (Cir. Ct. Cook County, IL) (TCPA).

28. Keogh Law was also appointed class counsel *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018) (TCPA); *Altman v. White House Black Mkt., Inc.*, 2017 U.S. Dist. LEXIS 221939 (N.D. Ga. Oct. 25, 2017), *aff'd*, 2018 U.S. Dist. LEXIS 169828 (N.D. Ga. Feb. 12, 2018) (FACTA); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559,2008 U.S. Dist. LEXIS 22166 (N.D. Ill. Mar. 20, 2008) (FACTA); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008)( FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. 2008) (FACTA); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA).

29. In addition, I was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782 (Cir. Ct. Cook County, IL); *McDonald v. Washington Mutual Bank*, supra; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill.); *Arriaga v. Columbia Mortgage*, 01 C 2509 (N.D. Ill.); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049 (N.D. Ill.); *Arriaga v. GNMortgage*, (N.D. Ill.); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill.); *Reid v. First American Title*, 00 C 4000 (N.D. Ill.); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill.); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill.); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill.).

30. Some reported cases of the firm involving consumer protection include: *Cranor v. 5 Star Nutrition, LLC*, 998 F.3d 686 (5th Cir. 2021); *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v. Absolute Collection Agency*, 741 F.3d 487 (4<sup>th</sup> 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v. Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services consolidated with Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007); *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-*

*Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N.D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d 809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

31. I have argued before the First, Fifth, Seventh, Eleventh Circuits, the First District of Illinois and the MultiLitigation Panel in various cases including *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v. Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v. Gold Coast Motors Inc.*, (1st. Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL Docket No. 1389). *Echevarria* was part of a group of several cases that resulted in a nine million dollar settlement with Chicago Title.

32. My published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

33. I have lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, he:

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.
- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.

- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.
- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- p. Speaker at the Social Security Administration’s Chicago office in August 2013 on a presentation on identity theft, which included consumers’ rights under the Fair Credit Reporting Act.

- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled “The Shifting Landscape of Class Litigation” as well as for the March 20, 2013 Strafford CLE webinar titled “Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.”
- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic “Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action.”
- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the same 2011 National Consumer Law Center conference for a double session titled ABC’s of Class Actions.
- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.

- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: “Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty.”

34. I was selected as an Illinois Super Lawyer in 2014-2021 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013 and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.



**Timothy J. Sostrin**

35. Timothy J. Sostrin is a partner with the firm joining in 2011. He is a member in good standing of the Illinois bar, the U.S. District Court District of Colorado, U.S. District Court Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

36. Timothy J. Sostrin has zealously represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim's representative cases include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (argued); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015) (argued); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012) (denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013) (denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to

dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associate*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim);

37. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

**Michael S. Hilicki**

38. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately 25-year legal career helping consumers and workers subjected to unfair and deceptive business practices, and unpaid wage practices. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of consumer and wage litigation, including arbitrations, trials and appeals. He was selected as an Illinois Super Lawyer for 2021 and 2022.

39. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, 2020 CH 7426 (Cir. Ct. Cook Cty.); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Muransky v. Godiva Chocolatier, Inc.*, No. 15-cv-60716-WPD (S.D. Fla.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Altman v. White House Black Market, Inc.*, 15-cv-2451-SCJ (N.D. Ga.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates*,

*P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.), *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T. Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

40. Michael also has successfully argued a number of appeals, including *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

41. Michael has lectured on consumer law issues at Upper Iowa University, the Chicago Bar Association, and the National Consumer Law Center. He is a member of the Trial Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

42. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

**Theodore H. Kuyper**

43. In March 2018, Theodore H. Kuyper joined the firm. Ted is currently a member in good standing of the Illinois State Bar, the United States District Court for the Northern District of Illinois, and the Seventh Circuit Court of Appeals, and has been admitted to practice *pro hac vice* in several additional United States District Courts.

44. Ted has diverse experience prosecuting and defending class action and other large-scale litigation in trial and appellate courts under a variety of substantive laws, including without limitation the Telephone Consumer Protection Act, the Racketeer Influenced & Corrupt Organizations Act (RICO), the Fair Credit Reporting Act, the Illinois Consumer Fraud & Deceptive Business Practices Act, and the Real Estate Settlement Procedures Act, as well as Illinois and other state statutory and common law.

45. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Morgan v.*

*Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); *Buja v. Novation Capital, LLC*, No. 9:15-cv-81002-KAM (S.D. Fla.); and *Detter v. Keybank, N.A.*, No. 1616-CV10036 (Circuit Ct. of Jackson County, Missouri).

46. Immediately prior to joining Keogh Law, Ted worked at a boutique Chicago law firm where he represented clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action. Previously, he was an associate at a nationally-renowned class action law firm, where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

47. Ted earned his Juris Doctorate from Washington University School of Law in St. Louis in 2007. During law school, he worked as a Summer Extern for Magistrate Judge Morton Denlow (Ret.) of the United States District Court for the Northern District of Illinois, served as primary editor and executive board member of the Global Studies Law Review, and authored a student note that was published in 2007. Ted also earned a number of scholarships and other academic accolades, including the Honors Scholar Award (top 10% for academic year) and repeated appearances on the Dean's List.

**Gregg Barbakoff**

48. Gregg Barbakoff joined the firm in 2019. He is a civil litigator who focuses his practice on consumer law. Gregg has extensive experience litigating individual and class claims arising under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois

Consumer Fraud and Deceptive Practices Act, Magnuson-Moss Warranty Act, and various consumer protection statutes.

49. Gregg graduated *magna cum laude* from the Chicago-Kent College of law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

50. Gregg has been named an Illinois Rising Star by *Superlawyers Magazine* each year since 2015, and was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Seventh Circuit

51. Prior to joining Keogh Law, Gregg worked at a mid-size litigation firm that specialized in consumer litigation, and leading plaintiff's firm that focused on commercial disputes and consumer class actions.

52. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Roberts v. TIAA, FSB* (Case No. 2019 CH 04089, Cook County, Ill.); *Corrigan v. Seterus* (Case No. 17-cv-02348); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus* (Case No. 2015CA010910, Palm Beach County, Fla.); *Ciolini v. Seterus* (Case No. 15-cv-09427, N.D. Ill.); *Mednick v. Precor Inc.* (Case No. 14-cv-03624, N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.* (Case No. 14-cv-00949, N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc.* (Case No. 14-cv-501, N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC* (Case No. 14-cv-943, N.D. Ill.); *Mullins v. Direct Digital* (Case No. 13-cv-01829, N.D. Ill.);

*In Re Prescription Pads TCPA Litig.* (Case No. 13-cv-06897, N.D. Ill.); *Townsend v. Sterling* (Case No. 13-cv-3903, N.D. Ill.); *Windows Plus, Incorporated v. Door Control Services, Inc.* (Case No. 13-cv-07072, N.D. Ill.); *In re Energizer Sunscreen Litig.*, (Case No. 13-cv-00131, N.D. Ill.); *Padilla v. DISH Network LLC* (Case No. 12-cv-07350, N.D. Ill.); *Lloyd v. Employment Crossing* (Case No. BC491068 (Los Angeles County, Cal.)); *In re Southwest Airlines Voucher Litig.* (Case No. 11-cv-8176, N.D. Ill.).

### **William Sweetnam**

53. William Sweetnam joined the firm in 2020 as of counsel. Mr. Sweetnam concentrates his practice class action and complex litigation and appeals, having prosecuted hundreds of consumer, shareholder and antitrust class action in federal and state courts across the country. In addition to representing both plaintiffs and defendants in a wide variety of cases involving both economic and non-economic injuries, Mr. Sweetnam has acted as lead counsel, co-lead counsel and has been a member of the executive and steering committees in consumer, antitrust and other class action, complex and multidistrict litigation matters.

54. Notably, Mr. Sweetnam was appointed sole lead counsel in *Kelly v. Old National Bank*, 82C01-1012-CT-627 (Cir. Ct Vanderburgh Cty., Ind.), in which he obtained a settlement valued at more than 90% of the class' damages incurred as a result of the unlawful overdraft fee scheme alleged therein, far exceeding the results obtained by much larger firms against some the countries' largest banks, resulting in individual consumers receiving several thousand dollars in refunded overdraft fees.

55. Additionally, Mr. Sweetnam has numerous published, class action decisions including *Jett v. Warrantech Corp.*, ---F.Supp.3d---, 2020 WL 525045 (S.D. Ill. 2020); *Old Nat. Bank v. Kelly*, 31 N.E.3d 522 (Ind. App. 2014); *Nava v. Sears, Roebuck & Co.*, 995 N.E.2d 303



(1st Dist. 2013); *Cappuccitti v. DirecTV, Inc.*, 623 F.3d 1118 (11th Cir. 2010); *Pella Corp. v. Saltzman*, 606 F.3d 391 (7th Cir. 2010); *In re Digitek Prod. Liab. Litig.*, 264 F.R.D. 249 (S.D. W. Va. 2010); *Aleman v. Park West Galleries, Inc.*, 655 F. Supp. 2d 1378 (J.P.M.L. 2009); *In re Park West Galleries, Inc. Mktg. & Sales Practices Litig.*, 645 F. Supp. 2d 1358 (J.P.M.L. 2009); *In re Digitek Prod. Liab. Litig.*, 648 F. Supp. 2d 795 (S.D. W. Va. 2009); *Vernon v. Qwest Communs. Int'l, Inc.*, 643 F. Supp. 2d 1256 (W.D. Wash. 2009); *Stachurski v. DirecTV, Inc.*, 642 F. Supp. 2d 758 (N.D. Ohio 2009); *In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.*, 626 F. Supp. 2d 1353 (J.P.M.L. 2009); *In re Refrigerant Compressors Antitrust Litig.*, 626 F. Supp. 2d 1320 (J.P.M.L. 2009); *Saltzman v. Pella Corp.*, 257 F.R.D. 471 (N.D. Ill. 2009); *Coneff v. AT&T Corp.*, 620 F. Supp. 2d 1248 (W.D. Wash. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Nissan N. Am., Inc. Odometer Litig.*, 664 F. Supp. 2d 873 (M.D. Tenn. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Digitek Prods. Liab. Litig.*, 571 F. Supp. 2d 1376 (J.P.M.L. 2008); *In re BP Prods. N. Am., Inc.*, 560 F. Supp. 2d 1377 (J.P.M.L. 2008); *Hoving v. Transnation Title Ins. Co.*, 545 F. Supp. 2d 662 (E.D. Mich. 2008); *In re Nissan N. Am., Inc. Odometer Litig.*, 542 F. Supp. 2d 1367 (J.P.M.L. 2008); *Berry v. Budget Rent a Car Sys.*, 497 F. Supp. 2d 1361 (S.D. Fla. 2007); *Cook v. Home Depot U.S.A., Inc.*, 62 U.C.C. Rep. Serv. 2d (Callaghan) 197 (S.D. Ohio 2007); *Womack v. Nissan N. Am., Inc.*, 550 F. Supp. 2d 630 (E.D. Tex. 2007); *Knudsen v. Liberty Mut. Ins. Co.*, 435 F.3d 755 (7th Cir. 2006); *Knudsen v. Liberty Mut. Ins. Co.*, 411 F.3d 805 (7th Cir. 2005); *Knudsen v. Liberty Mut. Ins. Co.*, 405 F. Supp. 2d 916 (N.D. Ill. 2005); *Enzenbacher v. Browning-Ferris Indus. of Ill.*, 774 N.E.2d 858 (Ill. App. 2002); *In re Nat'l Life Ins. Co.*, 247 F. Supp. 2d 486 (D. Vt. 2002); *Kaskel v. N. Trust Co.*, 45 U.C.C. Rep. Serv. 2d (Callaghan) 827 (N.D. Ill. 2001); *Wardrop v. Amway Asia Pac.*

*Ltd.*, Fed. Sec. L. Rep. (CCH) P91,346 (S.D.N.Y. Mar. 20, 2001); and *Grove v. Principal Mut. Life Ins. Co.*, 14 F. Supp. 2d 1101 (S.D. Iowa 1998).

56. Before joining Keogh Law, Ltd., Mr. Sweetnam began his career as a lawyer representing plaintiffs in catastrophic injury cases in 1994. In 1995, he began defending corporate, insurance industry and insurance policyholder clients and ran a successful class action litigation boutique, Sweetnam LLC, established in 2008.

57. Prior to that, Mr. Sweetnam was a partner at a Chicago class action litigation boutique, where he perfected his skills representing victims of consumer fraud and deceptive and anti-competitive practices. Mr. Sweetnam has extensive litigation experience in a variety of nationwide class actions in state and federal courts alleging violations of consumer fraud and deceptive trade practices statutes, breach of warranty and violations of federal securities laws, shareholder derivative suits and appeals.

58. Mr. Sweetnam began his career as a class action and complex litigation practitioner with what is now known as Kessler Topaz Meltzer & Check, LLP, one of the largest class action law firms in the United States, where he was part of a team of lawyers involved in prosecuting class actions challenging abusive marketing practices in several areas involving life insurance and annuities. These cases led to class settlements valued at hundreds of millions of dollars, and sometimes even billions of dollars, with such major life insurance companies as Prudential, Met Life, John Hancock, New York Life, State Farm, American Express/IDS, Transamerica, and many others, as well as to numerous changes in industry sales practices.

59. Mr. Sweetnam continued his career at one of Chicago's oldest and most respected class action litigation firms, Krislov & Associates, Ltd., where he represented consumers and investors in an array of nationwide class actions in state and federal courts involving everything

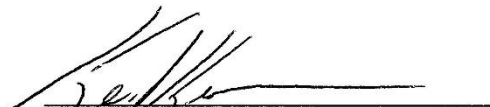
from consumer fraud to breach of warranty and securities and shareholder derivative lawsuits and appeals.

60. Additionally, Ms. Sweetnam is also a member of a number of associations, including The Federal Bar Associations, Chicago Chapter, The Chicago Bar Association, and The Catholic Lawyers Guild of Chicago.

61. Mr. Sweetnam received his bachelor's degree at The University of Michigan, Ann Arbor, Michigan in 1990. And later received his juris doctorate degree at the University of Michigan and the De Paul University College of Law where he received the American Jurisprudence Award in Constitutional Law and was a member of the Journal of Art and Entertainment Law. He has written and lectured on class actions and class action litigation reform.

62. Mr. Sweetnam has lectured on and lectured on such topics as the following: (a) *Law of Remedies: Damages, Equity and Restitution*, at Chicago-Kent College of Law (2019); (b) *Law of Remedies: Class Actions and Complex Litigation*, at Chicago-Kent College of Law (2018); (c) *The Class Action Fairness Act of 2005: Selecting a Forum and Keeping It*, at the Illinois Institute for Continuing Legal Education in Chicago, Illinois (2008); (d) *Federalization of Consumer Class Action Litigation: The Class Action Fairness Act of 2005*, at the John Marshall Law School in Chicago, Illinois (2006).

Executed at Chicago, Illinois, on January 6, 2022.

  
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Keith J. Keogh

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

ROBIN BREDA, *on behalf of  
herself and all others similarly  
situated,*

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,

Defendant.

Civil Action No. 1:16-cv-11512-DJC

**DECLARATION OF TIMOTHY J. SOSTRIN**

I, Timothy J. Sostrin, declare under penalty of perjury, as provided for by the laws of the United States of America that the following statements are true and correct:

1. I am a partner at Keogh Law, Ltd. and one of the attorneys for Plaintiff Robin Breda in this action.
2. I submit this declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award.
3. I am over the age of 18 and I have personal knowledge of the facts stated herein.
4. I have practiced extensively in consumer rights litigation in Illinois and in federal courts nationwide, in both individual actions and class actions, since 2007.
5. Since 2011, the majority of my work has been focused on class actions asserting claims under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227.

6. My firm, Keogh Law, Ltd. focuses on consumer protection class actions throughout the country, and has also devoted a substantial percentage of its practice to TCPA class actions.

7. Keogh Law is a small law firm, with six attorneys and only two support staff.

8. I was appointed as lead class counsel in *Lee v. Global Tel\*Link Corporation*, 2018 U.S. Dist. LEXIS 163410 (C.D. Cal. 2018) and *Hill v. Asset Acceptance, LLC*, 2014 U.S. Dist. LEXIS 91190 (S.D. Cal. 2014) and also served as class counsel in the following consumer rights class actions, in which my firm was appointed as counsel for the class and in which I had primary responsibility for the prosecution of the case: *Braver v. Northstar Alarm Service, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (granting class certification in a TCPA case); *Susinno v. Work Out World, Inc.*, 333 F.R.D. 354 (D. N.J. 2019) (granting class certification in TCPA case); *Johnson v. Yahoo!, Inc.*, 2016 U.S. Dist. LEXIS 256 (N.D. Ill. 2016) (granting class certification in TCPA case); *Leung v. XPO Logistics*, 326 F.R.D. 185 (N.D. Ill. 2018) (finally approving TCPA class action settlement); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS (D. New Mexico) (finally approving class action settlement in TCPA case); *Martinez v. Medicredit, Inc.*, 2018 U.S. Dist. LEXIS 81818 (E.D. Mo. 2018); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012) (granting class certification); *Saf T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class

certification in TCPA case); *Saf-T-Gard v Transworld Systems, Inc.*, 10-c-7671, (N.D. Ill., final approval granted September 17, 2013) (approving settlement class in TCPA case).

9. In addition, I have shared responsibility with others in my firm in the prosecution of numerous other TCPA class actions in which my firm was appointed as counsel for the class, including: *Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Final Approval granted February 11, 2015 for settlement providing \$45 million to a class of 16,000 persons); *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill.) (Final Approval granted February 12, 2015 for \$75 million settlement); *Lopera v RMS*, 12-c-9649 (N.D. Ill., final approval granted December 4, 2014) (TCPA class); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Il. Final Approval granted December 20, 2013) (TCPA class); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. 2011) (TCPA Class); *Cain v Consumer Portfolio Services, Inc.*, 10-cv-02697 (N.D. Ill., Final Approval granted June 15, 2012) (TCPA class).

10. I have extensive experience litigating TCPA claims. Some opinions from my other representative TCPA cases include: *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Sengenberger v. Credit Control Services*,

*Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013)(denying defendant's motion to dismiss).

11. I am a member of the National Association of Consumer Advocates and have undergone extensive training in consumer rights litigation, including the TCPA, at conferences hosted by the National Consumer Law Center since 2008.

12. I have argued before the Seventh Circuit in several consumer rights actions, including TCPA actions, in *Gadelhak v. AT&T Services.*, 950 F.3d 458 (7th Cir. 2020); *Leeb v. Nationwide Credit Corp.*, 806 F.3d 895 (7th Cir. 2015) and *Galvan v. NCO Portfolio Mgmt.*, 794 F.3d 716 (7th Cir. 2015), before the Third Circuit in *Susinno v. Work Out World, Inc.*, 862 F.3d 346 (3rd Cir. 2017), and before the Second Circuit in *Zani v. Rite Aid Headquarters Corp.*, 725 Fed. Appx. 41 (2nd Cir. 2018).

13. Keogh Law has devoted substantial resources and labor to the prosecution of the class's claims against Verizon over the past five years, which is reflected in the docket report in this actions. Keogh Law also engaged in extensive work that is not reflected in the docket report. This includes extensive discovery into, among other things, the nature of the Verizon's debt collection practices, and voluminous call data and account remarks reflecting the calls at issue.

14. Given the sheer size of the data produced, it was necessary to retain an expert (Kevin Jewell) to analyze the data and prepare an expert report concerning the data's relevance to class certification.

15. I also personally conducted depositions of representatives and employees of Verizon and Livevox, worked with the expert witness (Mr. Jewell) to analyze the data, assist in the preparation of his expert report, and defended the deposition of Mr. Jewell, and deposed Verizon's expert.

16. Due to the size of my firm, the extensive work required for the prosecution of this case has limited the amount of time and resources the firm could provide for the prosecution of other matters and limited our ability to accept other work.

17. My firm, and its co-counsel, represented Ms. Breda on a contingency-fee basis, which authorized counsel to seek one-third of the common fund in the event of a classwide settlement. In taking the case, my firm risked extensive expert witness costs, deposition and discovery costs, a potentially expensive trial, and lost opportunity costs due to the work required.

18. I have no familial or otherwise non-professional relationship with the class representative, Ms. Breda. I am also not aware of any familial or non-professional relationship between Ms. Breda and any other attorneys in my firm co-counsel.

Executed on January 6, 2022

/s/ Timothy J. Sostrin

Timothy J. Sostrin



**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

ROBIN BREDA, *on behalf of herself and  
all others similarly situated,*

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,

Defendant.

Civil Action No. 1:16-cv-11512-DJC

**DECLARATION OF SERGEI LEMBERG IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD**

I, Sergei Lemberg, under penalty of perjury under the laws of the United States of America, affirm and state as follows:

1. I am the principal of Lemberg Law, LLC. I am a consumer rights attorney experienced in prosecuting actions under various Federal and State consumer protection statutes. I am a 1997 graduate of Brandeis University with a degree in Economics and a Minor in Accounting, a 2001 graduate of University of Pennsylvania School of Law and now the principal of Lemberg Law L.L.C.

2. My office, along with co-counsel at Keogh Law, Ltd., have litigated this matter with and on behalf of Plaintiff Robin Breda ("Plaintiff" or "Breda") since 2016 and now move for an award of Attorneys' Fees, Expenses and an Incentive Award for counsel's and Plaintiff's efforts on behalf of the Settlement Class.

3. Prior to starting my own law firm, I held positions in the New York offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. and practiced corporate bankruptcy and reorganization law at Andrews Kurth LLP and Day Pitney LLP. I have personal knowledge as to all matters set forth in this Declaration and could testify to the same if called to do so.

4. I am a member in good standing of the bars of Massachusetts, Connecticut, Georgia, New York, Pennsylvania and Florida. I am also admitted to practice before the First, Second, Third, Fifth, Seventh, an Ninth Circuit Courts of Appeal. I am admitted to practice before the following Federal courts: the District of Massachusetts, Eastern and Western Districts of Arkansas; the District of Connecticut; the Northern and Middle Districts of Georgia; the Northern, Central and Southern Districts of Illinois; the District of Maryland; the Eastern and Western Districts of Michigan; the Eastern District of Missouri; the District of Nebraska; the Northern, Southern, Eastern and Western Districts of New York; the Northern District of Ohio; the Northern, Eastern and Western Districts of Oklahoma; the Western District of Texas; the Eastern, Middle and Western Districts of Pennsylvania; and the Northern, Middle and Southern Districts of Florida.

5. My firm's decisions on consumer right's matters include but are not limited to: *Manuel v. NRA Grp. LLC*, 722 F. App'x 141, 142 (3d Cir. 2018); *Pollard v. Law Office of Mandy L. Spaulding*, 766 F.3d 98 (1st Cir. 2014); *Scott v. Westlake Servs. LLC*, 2014 WL 250251 (7th Cir. Jan. 23, 2014); *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015 (9th Cir. 2012); *LaVigne v. First Cmty. Bancshares, Inc.*, No. 1:15-CV-00934-WJ-LF, 2016 WL 6305992 (D.N.M. Oct. 19, 2016); *Butto v. Collecto, Inc.*, 290 F.R.D. 372, 395-396 (E.D.N.Y. 2013); *Cerrato v. Solomon & Solomon*, 909 F.Supp.2d 139 (D. Conn. 2012); *Zimmerman v. Portfolio Recovery Assoc., LLC*, 276 F.R.D. 174 (S.D.N.Y. 2011); *Davis v. Diversified Consultants, Inc.*, 2014 WL 2944864 (D. Mass. June 27, 2014); *Hudak v. The Berkley Grp., Inc.*, 2014 WL 354666 (D. Conn. Jan. 23, 2014); *Zimmerman v. Portfolio Recovery Assocs., LLC*, 2013 WL 6508813 (S.D.N.Y. Dec. 12, 2013); *Seekamp v. It's Huge, Inc.*, 2012 WL 860364 (N.D.N.Y. Mar. 13, 2012).

6. I and my firm have been certified as class counsel, in both contested proceedings and in settlement. *See, e.g., Carlson v. Target Enter., Inc.*, 2020 WL 1332839 (D. Mass. Mar. 23,

2020); *Lavigne v. First Community Bancshares, Inc., et al.*, 2018 WL 2694457, at \*5 (D.N.M. June 5, 2018) (certification in Telephone Consumer Protection Act (“TCPA”) action); *Munday v. Navy Federal Credit Union*, ECF No. 60, 15-cv-01629 (C.D. Cal., July 14, 2017) (final approval of class settlement of \$2.75MM in TCPA action); *Brown v. Rita’s Water Ice Franchise Co. LLC*, No. CV 15-3509, 2017 WL 1021025, at \*1 (E.D. Pa. Mar. 16, 2017) (final approval of class settlement of \$3MM common fund in TCPA action); *Duchene v. Westlake Servs., LLC*, No. 2:13-CV-01577-MRH, 2016 WL 6916734 (W.D. Pa. July 14, 2016) (final approval of class settlement of \$10MM common fund in TCPA action); *In Re: Convergent Telephone Consumer Protection Act Litigation*, ECF No. 268, 3:13-md-02478 (D. Conn., November 10, 2016) (final approval of class settlement consisting of \$5.5MM common fund in TCPA action); *Oberther v. Midland Credit Management*, Doc. No. 90, 14-cv-30014 (D. Mass. July 13, 2016) (Fair Debt Collection Practice Act (“FDCPA”) class action); *Zimmerman v. Portfolio Recovery Assoc., LLC*, 276 F.R.D. 174 (S.D.N.Y. 2011) (certifying FDCPA class action); *Seekamp v. It’s Huge, Inc.*, 2012 WL 860364 (N.D.N.Y. Mar. 13, 2012) (certifying auto fraud class action); *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015 (9th Cir. 2012) (FDCPA class action); *Butto v. Collecto, Inc.*, 290 F.R.D. 372 (E.D.N.Y. 2013) (certifying FDCPA class action); *Douma v. Law Offices of Mitchell N. Kay P.C.*, 09-cv-9957 (S.D.N.Y.) (FDCPA class action); *Walters v. Collection Tech., Inc.*, 10-cv-02514 (S.D.N.Y.) (FDCPA class action).

7. I have been interviewed and asked to contribute on multiple occasions by the media regarding various matters that I worked on, such as the Boston Herald, NorthJersey.com, Newsweek, The Leader Herald, PatriotLedger.com, Law360, Texas Lawyer, ABC News, Chanel 7 in Boston, McClatchy, AOL Autos, Connecticut Law Tribune, Philly.com, the Los Angeles

Times, Consumer Reports.org, Syracuse.com, Daily News, Harford Advocate.com and the Boston Herald.

8. I have co-authored the definitive compilation of form complaints in Connecticut, Connecticut Civil Complaints for Business Litigation, contributing form complaints for the Lemon Law and Auto Fraud sections.

9. I am also the former Chair of the Consumer Law Section of the Connecticut Bar Association. I held that position from 2014 to 2015. I have been a guest speaker at the Professional Association for Customer Engagement conference in 2014 and the National Debt Collection Forum in 2016. In both instances I spoke about best practices that should be or are adopted in the debt collection profession from the perspective of a consumer advocate.

10. We have litigated on behalf of Plaintiff and the class since July of 2016. Plaintiff has been an exemplary class representative, pursuing a fair and just result for the Settlement Class for over five years. Throughout that time, she has maintained regular communication with her counsel and has kept current on the proceedings and events in the litigation. Further, Plaintiff aided Class Counsel's investigation in this matter, answering discovery, providing documents and information as the case progressed. Plaintiff was also deposed twice by Defendant Cellco Partnership d/b/a Verizon Wireless ("Defendant" or "Verizon").

11. My firm has spent substantial time on this litigation all at great risk of no remuneration. The litigation, from our investigation and the initial pleading through today, has been extensive. The Parties propounded and answered Fed. R. Civ. P 33 & 34 requests concerning Plaintiff's claims in chief, Defendant's defenses and class certification issues. The Parties have taken eight depositions. This includes two depositions duces tecum of non-Parties, depositions of the Parties' respective experts and the two depositions of the Plaintiff. Further, Defendant and

third parties produced and Plaintiff reviewed voluminous document production. The Parties exchanged expert reports and conducted expert depositions. Further, Defendant and LiveVox (a third-party dialing service provider) produced twenty-eight million (28,000,000) Verizon call records, contained in over one thousand (1,000) separate computer files, which were analyzed by Plaintiff's expert to identify class members. Discovery in this proceeding was hard fought and the Court heard and resolved myriad discovery related disputes including compelling the production of class discovery. (*E.g.* Docs. No. 16, 17, 19, 26, 34, 92, 97, 139, 143, 150, 151, 160, 164, 166, 171, etc.).

12. Beyond discovery related issues, the Parties litigated substantive merits and class issues. This includes Verizon's motion for summary judgment (Doc. No. 219), its motion to compel arbitration (Doc. No. 71), appeals to the First Circuit (Docs. No. 128 & 129), Verizon's motion to dismiss (Doc. No. 181), Plaintiff's motion for class certification (Doc. No. 209), and *Daubert* briefing (Doc. No. 211).

13. On August 31, 2021, the Parties attended a mediation session before Heshia Abrams of Heshia Abrams Mediation, LLC. The Parties provided the mediator with detailed mediation statements addressing all aspects of this case: claims in chief, defenses, class certification and the defenses or objections thereto, damages, and settlement.

14. Additionally, I anticipate a significant amount of work and hours will be expended after the filing of this fee application related to final approval and oversight of the administrator. We will also assist class members with individual inquiries and will oversee the fund. Judging by previous experiences, these responsibilities will require the expenditure of significant time and efforts for at least the next year or until the settlement fund is expended and closed.

15. Throughout the litigation, we and co-counsel Keogh Law divided the above tasks and assignments between the firms where possible to reduce duplication of effort by counsel.

16. Our lodestar is \$354,515 which is based on 674.5 hours expended by four firm attorneys and paralegal staff. The following attorneys contributed significant time towards this case and submit the following rates.

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Lodestar</u>
Sergei Lemberg, Esq.	\$650	297.4	\$193,310
Stephen Taylor, Esq.	\$600	138.1	\$82,860
Josh Markovits, Esq.	\$400	106.3	\$42,520
Alex Hornat, Esq.	\$350	85.5	\$29,925
Paralegal Time	\$125	47.2	\$5,900
		Total: 674.5	Total: \$354,515

17. These rates, (between \$650 and \$350 for attorneys and \$125 for paralegal staff) are within the range of rates approved for attorneys with similar qualifications in complex class action litigation within the Massachusetts market. For instance, in *Davis v. Footbridge Eng'g Servs., LLC*, the Honorable Judge Nancy Gertner (Ret.) set reasonable hourly rates for plaintiff's counsel in a Fair Labor Standards Act action. 2011 WL 3678928 (D. Mass. Aug. 22, 2011). Class counsel came from mid-sized firms with national practice with experience in litigating a variety of national class actions. *Id.*, 2011 WL 3678928, at \*3-4. The Court approved rates for partners of \$565 to \$650 per hour, for associates at rates of \$350 to \$425 per hour and for paralegal staff at \$140 to \$210 per hour. *Id.* Moreover, the court in *Davis* noted that while plaintiff's counsel were not from large firms, "that fact is not dispositive," explaining that "[w]hile higher rates at the large firms may be justified by their higher overhead, the overhead and transaction costs of a class action litigation practice, particularly a national practice, is similarly high." *Id.* at \*4. Other courts have approved similar rates. *See, e.g., Brenner v. J.C. Penney Co.*, 2013 WL 6865667, at \*6 (D. Mass.

Dec. 26, 2013) (approving hourly rates of up to \$600 for class counsel in class action alleging defendant violated Massachusetts consumer protection statute by unlawfully gathering and using customer zip codes in connection with credit card purchases).

18. \$650 per hour for myself is a reasonable rate given my experience and expertise in consumer rights class action litigation. In addition, Mr. Taylor's rate is \$600 per hour which is supported by his skill and experience as set forth in his declaration.

19. Mr. Markovits is an associate at Lemberg Law with a focus on consumer protection class actions. Mr. Markovits received his J.D., *cum laude*, from Benjamin N. Cardozo School of Law in 2015 and is admitted to practice in New York. Mr. Markovits is also admitted to practice before the Southern, Eastern and Western Districts of New York, the Northern District of Illinois and the District of Colorado. During law school, Mr. Markovits served as a legal intern in the chambers of both a federal court and a New York Supreme Court judge. He also served as a legal intern in the U.S. Commodity Futures Trading Commission's Division of Enforcement. He has been approved as class counsel in consumer protection class actions. *See Virgne v. C.R. England, Inc.*, Case No. 1:19-cv-02011-SEB-MDJ (S.D. Ind. Jan. 13, 2021) (ECF No. 124) (final approval of class settlement in TCPA action); *McRobie v. Credit Protection Association*; Case No.: 5:18-cv-00566-JFL (E.D. Pa. July 20, 2021) (ECF No. 101) (final approval of FDCPA action).

20. Finally, Mr. Hornat is a former associate of the firm. Mr. Hornat received his J.D. from the University of Connecticut School of Law in 2013 and was admitted to practice in Connecticut, New York and Massachusetts. Mr. Hornat is also admitted to practice before the

District of Connecticut, Southern District of New York, District of Massachusetts. Mr. Hornat's practice at my firm focused on FDCPA and TCPA litigation.

**EXPENSES**

21. Lemberg Law has incurred costs, including court costs and deposition expenses in connection with these proceedings.

22. As reflected in the expense report attached hereto as Exhibit A, the total costs incurred to date are \$2,641.02, in filing fees, process server fees, pro hac vice fees, travel costs, transcription and court reporter fees.

23. These costs and expenses are reflected in the books and records of the firm, and are supported by invoices, receipts, expense vouchers, check records, or other documentation.

24. In my professional opinion and based on my experience prosecuting the action and overseeing the conduct of the litigation, all of these expenses were reasonable and necessarily incurred in connection with the action.

I declare under penalty of perjury that the above is true and correct.

Dated: January 6, 2022

/s/ Sergei Lemberg  
Sergei Lemberg



# **Exhibit A**

Lemberg Law LLC  
Breda v. Cellco Partnership d/b/a Verizon Wireless

<u>Date</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
10/09/2020	PHV Fee	100.00		100.00
01/15/2019	Travel expense	36.00		136.00
01/15/2019	Travel expense	64.05		200.05
06/22/2017	Travel expense	212.15		412.20
06/20/2017	Process server fee	65.00		477.20
06/09/2017	Court reporting fee	576.30		1,053.50
05/30/2017	Travel expense	220.00		1,273.50
05/27/2017	Travel expense	470.18		1,743.68
05/05/2017	Court reporting fee	242.55		1,986.23
12/12/2016	Travel expense	174.80		2,161.03
08/20/2016	Process server fee	79.99		2,241.02
07/21/2016	Court filing fee	400.00		2,641.02
		<b>2,641.02</b>	<b>0.00</b>	<b>2,641.02</b>

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

ROBIN BREDA, *on behalf of herself and  
all others similarly situated,*

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS,

Defendant.

Civil Action No. 1:16-cv-11512-DJC

**DECLARATION OF STEPHEN TAYLOR IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD**

I, Stephen Taylor, under penalty of perjury under the laws of the United States of America, affirm and state as follows:

1. I am a partner at Lemberg Law, LLC, of Wilton, Connecticut. My firm has been retained by the Plaintiff to represent her interests and the interests of a class of similarly situated consumers in regard to her claims against Defendant Cellco Partnership d/b/a Verizon Wireless ("Defendant" or "Verizon"). I have personal knowledge as to all matters set forth in this Declaration and could testify to the same if called to do so.

2. I am a 2003 graduate of Boston College and a 2007 graduate of Tulane University School of Law. I am a former Judicial Clerk and worked for the Connecticut firm the Law Office of Norman Pattis before joining Lemberg Law in 2009.

3. In addition to being licensed to practice law in the states of Connecticut and New York, I am admitted to the Federal District Courts for the Southern, Eastern, Western and Northern Districts of New York, the Southern, Eastern, and Northern Districts of Texas, the District of Colorado, the Central and Northern Districts of Illinois, the Eastern District of Michigan and the District of Connecticut. I am a member in good standing in both Connecticut and New York and appear in this matter *pro hac vice*.

4. I have extensive experience in consumer rights litigation including matters brought under the Telephone Consumer Protection Act (“TCPA”), the Fair Debt Collection Practices Act (“FDCPA”) the Magnuson Moss Warranty Act, the Truth in Lending Act, and a variety of state consumer protection statutes including Chapter 93A.

5. I have extensive experience in class action litigation and have been certified as class counsel in numerous cases. *See, e.g., Carlson v. Target Enter., Inc.*, 2020 WL 1332839 (D. Mass. Mar. 23, 2020) (final approval of class action settlement for alleged violations of Chapter 93A and 940 C.M.R. § 7.04(1)(f)); *Oberther v. Midland Credit Management*, Doc. No. 90, 14-cv-30014 (D. Mass. July 13, 2016) (FDCPA class action settlement); *Johnson v. Comodo Grp., Inc.*, 2020 WL 525898, at \*1 (D.N.J. Jan. 31, 2020) (contested class certification decision in TCPA action); *Lavigne v. First Community Bancshares, Inc., et al.*, 2018 WL 2694457, at \*5 (D.N.M. June 5, 2018) (certifying TCPA class action and appointing undersigned as class counsel); *Munday v. Navy Federal Credit Union*, ECF No. 60, 15-cv-01629 (C.D. Cal., July 14, 2017) (final approval of class settlement of \$2.75MM in TCPA action); *Brown v. Rita’s Water Ice Franchise Co. LLC*, No. CV 15-3509, 2017 WL 1021025, at \*1 (E.D. Pa. Mar. 16, 2017) (final approval of class settlement of \$3MM common fund in TCPA action); *Vinas v. Credit Bureau of Napa County Inc.*, Dkt. No. 112, 14-cv-3270 (D. Md. February 22, 2017) (order granting final approval of FDCPA class action settlement); *Duchene v. Westlake Servs., LLC*, No. 2:13-CV-01577-MRH, 2016 WL 6916734 (W.D. Pa. July 14, 2016) (final approval of class settlement of \$10MM in TCPA action); *Oberther v. Midland Credit Management*, Doc. No. 90, 14-cv-30014 (D. Ma. July 13, 2016) (order granting final approval of FDCPA class action settlement); *Butto v. Collecto, Inc.*, 290 F.R.D. 372 (E.D.N.Y. 2013) (certifying FDCPA class action); *Seekamp v. It’s Huge, Inc.*, 2012 WL 860364 (N.D.N.Y. Mar. 13, 2012) (certifying auto fraud class action); *Zimmerman v. Portfolio Recovery Assoc., LLC*, 276 F.R.D. 174 (S.D.N.Y. 2011) (certifying FDCPA class action).

6. I have presented at the New England Collector's Association Annual Meeting regarding consumer rights with a focus on collection procedures and practices from the perspective of the Plaintiff's bar.

7. My rate in this matter is \$600 per hour which is a reasonable rate given my experience and expertise in consumer rights class action litigation.

8. I and my firm have litigated this case on behalf of Plaintiff and the class since Ms. Breda contacted my firm in July 2016. The Plaintiff has been an exemplary class representative. She has kept in regular contact with my office. She has provided us information and aided us in our investigation. She has continued to maintain this case as a class action through the past several years. But for commitment the Class would receive nothing. These efforts and actions of Plaintiff on behalf of the class deserve to be rewarded and merit the \$15,000 incentive award we seek on her behalf.

I declare under penalty of perjury that the above is true and correct.

Dated: January 6, 2022

/s/ Stephen Taylor  
Stephen Taylor