

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

TIMOTHY J. WALDRON; JAMES STROTHER; MICHAEL VETTER; and TANIKA GILMORE, individually and on behalf of all others similarly situated;

Plaintiffs,

v.

EASTSIDE LIMITED LIABILITY COMPANY, formerly known as EASTSIDE LIMITED PARTNERSHIP, II; EASTSIDE II LAND LEASE LLC THE MOSITES COMPANY, INC.; HOWARD'S TOWING AND RECOVERY, LLC; and HOWARD SZUMINSKY,

Defendants.

CIVIL DIVISION – CLASS ACTION
The Honorable Philip A. Ignelzi

No. GD-18-012034

**BRIEF IN SUPPORT OF
PLAINTIFFS' APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS TO
REPRESENTATIVE PLAINTIFFS**

Filed on behalf of Plaintiffs

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**BRIEF IN SUPPORT OF PLAINTIFFS’ APPLICATION FOR ATTORNEY’S FEES,
COSTS AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

Plaintiffs Timothy J. Waldron, James Strother, and Micheal Vetter (collectively “Plaintiffs” or “Class Representatives”) respectfully apply for: (1) approval of an award of attorneys’ fees and costs to Class Counsel in the combined amount of \$141,800.00; and (2) approval of service awards of \$2,500.00 to each of the Class Representatives.

I. BACKGROUND

A. Factual and Procedural Overview of the Litigation.

Plaintiffs’ claims in this class action arose out of alleged overcharges for nonconsensual towing services in the City of Pittsburgh, Pennsylvania. It was alleged that between September 17, 2012 and November 12, 2018, Defendants Eastside Limited Liability Company, II, formerly known as Eastside Limited Partnership, II; Eastside II Land Lease LLC (collectively “Eastside”); The Mosites Company, Inc., (“Mosites”); and Howard’s Towing and Recovery, LLC; and Howard

Szuminsky (collectively “Howard’s Towing”) (and together with Eastside and Mosites, “Defendants”) towed unauthorized vehicles parked in the Parking Lot. It was further alleged, when conducting nonconsensual tows from the Parking Lot,¹ Defendants charged vehicle owners/operators towing fees above the maximum fee for a nonconsensual tow from a private parking area as then provided by Pittsburgh’s City Ordinances, at 5 Pittsburgh Code § 525.02 and § 525.05. (AC ¶¶ 42–43).² The Amended Complaint alleged that Plaintiffs and Class Members all had their vehicle towed or hooked up to one of Howard’s Towing’s tow trucks and those vehicles were held (and not released) until they paid a tow fee greater than the maximum set by the City of Pittsburgh. (AC ¶¶ 51–65). At the time Defendants engaged in these nonconsensual tows, the statutory maximum for a tow fee was \$110 between September 17, 2012, and December 27, 2015, and \$135 between December 28, 2015, and November 12, 2018, but Howard’s routinely charged approximately \$200 per non-consensual tow. (AC ¶¶ 42–43, 51–65).

Plaintiffs initiated this case against Eastside and Howard’s Towing by way of class action complaint on September 17, 2018. (Doc. 1). Plaintiffs then filed the operative Amended Complaint on February 5, 2019, adding Mosites as a new defendant, alleging violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Stat. §§ 202-1, *et. seq.*, the Pennsylvania Fair Credit Extension Uniformity Act (“PaFCEUA”), 73 Pa. Stat. §§ 2270.1, *et seq.*, and various common law causes of action. (Doc. 13). Defendants thereafter filed preliminary objections which were subsequently fully briefed and argued by the Parties, and later overruled by the Court. (Doc. 26). Defendants answered the Amended Complaint on November 18 and 22, and December 6, 2019, denying Plaintiffs’ asserted claims. (Doc. 27, 28, & 32).

¹ The capitalized terms used in this Brief shall be construed according to their meaning as defined in the Settlement except as may otherwise be indicated.

² Citations to “AC” are citations to the Amended Complaint, Doc. 13.

The Parties engaged in extensive discovery related to Class Certification, including written discovery and depositions of representatives of Defendants and Plaintiffs.

On May 11, 2020, Plaintiffs filed their Motion for Class Certification and on June 16, 2020, by Motion of Defendants, the Court entered an Order permitting the Parties to conduct discovery in advance of the class certification hearing. (Doc. 41 & 42). Following class certification discovery, Plaintiffs later filed their Renewed Motion for Class Certification on December 21, 2020. (Doc. 50). After Plaintiffs' Motion for Class Certification was briefed and argued by the parties, the Court granted Plaintiffs' Motion for Class Certification on June 29, 2021, directing the matter to proceed as a class action. (Doc. 56). The Court defined the Class as:

All individuals who were charged and paid a fee in excess of the limits then set by 5 Pittsburgh Code §§ 525.05 for release or return of any passenger cars, light trucks, motorcycles, and scooters that were nonconsensually towed from the Parking Lot by Howard's Towing within the applicable statutes of limitation.

Id. By the same Order, the Court deemed Plaintiffs proper representatives of the Class and appointed Kelly K. Iverson of Lynch Carpenter, LLP and Joshua Ward of J.P. Ward and Associates, LLC as Class Counsel. *Id.*

The Parties thereafter proceeded to conciliation with this Court and successfully reached a settlement.

B. Negotiation of the Proposed Settlement Agreement.

The Parties participated in a conciliation session on February 8, 2022, before the Honorable Philip A. Ignelzi. While the Parties were unable to reach an agreement in principle that day, they made substantial progress to resolving the matter and agreed to engage in a second mediation session. The Parties then participated in a second mediation session on February 25, 2022, before Judge Ignelzi. The second session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed Settlement, which if approved by the Court, will

resolve all claims in the litigation. The Parties continued drafting and finalizing the Settlement and proposed notices, reaching a final set of documents on or about January 16, 2023, and the Settlement was subsequently fully executed by all Parties.

After execution of the agreement, Class Counsel began drafting a motion for preliminary approval of the Settlement and on July 3, 2023, Class Counsel moved this Court for preliminary approval of the Settlement. (Doc. 60 & 61). On July 5, 2023, the Court entered an order granting preliminary approval, and authorizing notice to the Class. (Doc. 62).

C. Pertinent Terms of the Settlement.

1. Consideration.

Under the Settlement, Defendants will pay substantial monetary consideration in exchange for the release of Plaintiffs' and Class Members' claims.

Eastside's and Mosites' monetary obligations are as follows:

- Each will pay \$28,000.00 for direct monetary relief to Class Members into a Settlement Fund (SA ¶¶ 3.1(ii)(a) & (b));
- Each will pay up to \$2,500.00 as Service Award payments to each of the Class Representatives, to the extent approved by the Court, with Eastside and Mosites each responsible for 50% of the total amount of the Services Awards (SA ¶ 3.4(i));
- Each will pay up to \$69,900.00 for Class Counsel's attorneys' fees, costs, and expenses to the extent approved by the Court (SA ¶ 3.3(i)); and
- Each will pay 50% of Settlement Administration Costs (SA ¶ 3.2(i)).

Howard's Towing's monetary obligations are as follows:

- Payment of \$3,000.00 for direct monetary relief to Class Members into a Settlement Fund (SA ¶ 3.1(ii)(c)); and

- Payment of up to \$2,000.00 for Class Counsel’s fees, costs, and expenses to the extent approved by the Court (SA ¶ 3.3(ii)).

a. Direct Monetary Relief to the Class.

Defendants will pay the Class Payment amount of \$59,000.00 into a Settlement Fund within 30 days of the Effective Date, and the Settlement Fund will be used by the Settlement Administrator to pay direct and automatic monetary distributions, in equal *pro rata* shares, to all Participating Class Members (“Individual Settlement Amounts”). (SA ¶¶ 3.1(ii) & 3.5(i)).

Automatic Distributions. The Settlement Administrator will distribute the balance of the Settlement Fund in equal shares to all Participating Class Members (those who do not opt out of the Settlement). (SA ¶ 3.5(i)). The final amount of these payments will depend on variables such as the number of Class Members who opt out of the Settlement, but the Parties estimate that the payments will be approximately \$85 dollars per Participating Class Member.

Payment Timing and Provisions for Residual Funds. The Settlement Administrator will make all payments to Participating Class Members required under the Settlement within 30 calendar days of the Effective Date of the Settlement. (SA ¶ 3.1(v)). Participating Class Members will have 120 days to cash their Settlement Checks. (SA ¶¶ 1.2 & 3.5(v)). If unclaimed and uncashed payments remain in the Settlement Fund 180 days after the initial issuance of Settlement Checks, the Parties will instruct the Settlement Administrator to disburse 100% of the residual funds to the Pennsylvania Interest on Lawyers Trust Account Board. (SA ¶ 3.6).

b. Service Awards and Attorneys’ Fees, Costs and Expenses of Litigation.

Separate from the monetary consideration directly available to Class Members through the Settlement Fund, Defendants have agreed to pay up to \$141,800.00 in attorneys’ fees, costs, and expenses, subject to Court-approval. Specifically, Eastside shall be responsible for up to

\$69,900.00, Mosites shall be responsible for up to \$69,900.00, and Howard's Towing shall be responsible for up to \$2,000.00. (SA ¶¶ 3.3(i) & (ii)). Separate and apart from the monetary consideration directly available to Class Members, Eastside and Mosites have also agreed to pay Service Awards of up to \$2,500 to each Class Representative, subject to Court-approval. SA ¶ 3.4(i)). Eastside and Mosites shall each be responsible for 50% of the Court-approved Service Awards.

Defendants shall pay the Court-approved attorneys' fees, costs, and expenses within 30 days of the Effective Date. (SA ¶¶ 3.3(i) & (ii)).

II. ARGUMENT

A. Legal Standard.

“Courts are permitted to award a reasonable fee pursuant to a lodestar, a percentage of the common fund, or, if necessary, a hybrid approach.” *Braun v. Wal-Mart Stores, Inc.*, 24 A.3d 875, 979 (Pa. Super. Ct. 2011), *aff'd*, 106 A.3d 656 (Pa. 2014). “The lodestar method is more commonly applied in statutory fee-shifting cases, and is designed to reward counsel for undertaking socially beneficial litigation in cases where the expected relief has a small enough monetary value that a percentage-of-recovery method would provide inadequate compensation.” *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998). Given that Plaintiffs brought claims under the UTPCPL and the UTPCPL contains a fee-shifting provision permitting the Court to award Plaintiffs reasonable costs and attorneys' fees (73 Pa. Stat. § 201.9.2), Plaintiffs respectfully submit that the lodestar method is the most appropriate method by which to determine reasonable attorneys' fees and expenses. *See Saunders v. Berks Credit & Collections, Inc.*, No. CIV. 00-3477, 2002 WL 1497374, at *14 (E.D. Pa. July 11, 2002) (applying the lodestar method when analyzing a fee application in a class action settlement where claims were brought, in part,

under the UTPCPL); *Alexander v. Coast Pro. Inc.*, No. CV 12-1461, 2016 WL 861329, at *7 (E.D. Pa. Mar. 7, 2016) (analyzing request for attorneys’ fees under the lodestar method where the plaintiff brought a claim under a fee shifting statute); *In re All-Clad Metalcrafters, LLC, Cookware Mktg. & Sales Pracs. Litig.*, No. 21-MC-491-NR, 2023 WL 2071481, at *11 (W.D. Pa. Feb. 17, 2023) (“Because the complaints at issue have statutory claims that provide for fee shifting, a lodestar calculation is appropriate.”).

The award of attorneys’ fees and costs under the UTPCPL is within the sound discretion of the trial court. 73 Pa. Stat. § 201.9.2. The UTPCPL allows for the recovery of “reasonable” attorneys’ fees and “was not intended to provide a claimant, or his attorney, with a windfall or bonanza should he or she be successful.” *Boehm v. Riversource Life*, 117 A.3d 308, 336 (Pa. Super. Ct. 2015) (citations omitted). Therefore, Pennsylvania courts have recognized that there should be “a sense of proportionality between an award of damages and an award of attorney’s fees [under the UTPCPL].” *Richards v. Amerprise Fin., Inc.*, 217 A.3d 854, 868–71 (Pa. Super. Ct. 2019) (citing *McCauslin v. Reliance Fin. Co.*, 751 A.2d 683, 686 (Pa. Super. Ct. 2000)). At the same time, however, “the fee-shifting statutory provision of the UTPCPL is designed to promote its purpose of punishing and deterring unfair and deceptive business practices and to encourage experienced attorneys to litigate such cases, even where recovery is uncertain.” *Id.* (citations omitted).

B. Class Counsel’s Fee Request is Reasonable Under the Lodestar Method.

A “lodestar” is “the product of reasonable hours times a reasonable rate.” *Braun*, 24 A.3d at 975 (quoting *City of Burlington v. Dague*, 505 U.S. 557, 559 (1992)). “A reasonable hourly rate in the lodestar calculation is ‘[g]enerally . . . calculated according to the prevailing market rates in the relevant community,’ taking into account ‘the experience and skill of the . . . attorney and compar[ing] their rates to the rates prevailing in the community for similar services by lawyers of

reasonably comparable skill, experience, and reputation.” *Alexander*, 2016 WL 861329, at *7 (quoting *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001)). “The prevailing market rate is usually deemed reasonable.” *Id.* (citing *Public Interest Research Group v. Windall*, 51 F.3d 1179, 1185 (3d Cir. 1995)). “In calculating the second part of the lodestar determination, the *time* reasonably expended,” a district court should “review the time charged, decide whether the hours set out were reasonably expended for each of the particular purposes described and then exclude those that are excessive, redundant, or otherwise unnecessary.” *Pa. Env’tl. Def. Found. v. Canon-McMillan School Dist.*, 152 F.3d 228, 232 (3d Cir. 1998).

Class Counsel spent 486.3 hours litigating this action, producing a lodestar amount of \$375,225 based on standard hourly rates that range from \$250 to \$900. (Iverson Decl., ¶¶ 7& 8). Summaries of the number of hours expended by attorneys and staff are provided in the Iverson Declaration. (Iverson Decl., ¶ 7). The hours billed in this matter were spent drafting the pleadings and briefs, engaging in discovery, including depositions, and negotiating the Settlement. (Iverson Decl., ¶ 6). These tasks are typical in litigation and were necessary to the successful prosecution and resolution of the claims against Defendants. (Iverson Decl., ¶ 3). In prosecuting this action, Class Counsel billed at their standard hourly rates that have been accepted by courts in other cases. (Iverson Decl., ¶ 9); *see also New Berry, Inc. v. Smith*, No. CV 18-1024, 2021 WL 5332165, at *2 (W.D. Pa. Nov. 15, 2021) (“The best evidence of a prevailing market rate is counsel’s customary billing rate.”); *Animal Legal Def. Fund v. Lucas*, No. CV 2:19-40, 2021 WL 4479483, at *1 (W.D. Pa. Sept. 30, 2021) (“[T]he attorney’s normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested.”).

Here, Class Counsel’s requested fee of \$141,800.00 represents approximately 38% of their lodestar. (Iverson Decl., ¶ 12). Given that the fees requested by Class Counsel are less than the

total market value of services they rendered on behalf of the Class, Class Counsel's requested fees are extremely reasonable in light of their substantially higher lodestar. *See Alexander*, 2016 WL 861329, at *8 (granting fee request equivalent of 61% of Class Counsel's lodestar); *Saunders*, 2002 WL 1497374, at *16 (granting Class Counsel's fee requests that were 61% and 75% of the respective attorneys' lodestar).

C. Class Counsel's Fee Request is Reasonable In Light of the Factors to Be Considered Under Rule 1717.

In addition to calculating Class Counsel's reasonable rate and reasonable hours in determining lodestar, a court must also consider the factors set forth in Pa. R. Civ. P. 1717:

- (1) the time and effort reasonably expended by the attorney in the litigation;
- (2) the quality of the services rendered;
- (3) the results achieved and benefits conferred upon the class or upon the public;
- (4) the magnitude, complexity and uniqueness of the litigation; and
- (5) whether the receipt of a fee was contingent on success.

Id. A review of each of these factors weighs in favor of Class Counsel's fee request.

1. The Time and Effort Reasonably Expended by Class Counsel in the Litigation.

Class Counsel—Kelly K. Iverson of Lynch Carpenter (previously Carlson Lynch, LLP) and Joshua Ward of J.P. Ward & Associates (previously The Law Firm of Fenters Ward)—have expended considerable time and expense prosecuting this litigation. Since this litigation began in 2018, Class Counsel, and the attorneys working for Class Counsel at their respective law firms, worked at least 486.3 hours. (Iverson Decl., ¶ 8). Although Class Counsel consistently sought to keep costs and fees to a minimum, the action, especially successfully obtaining class certification, required a significant amount of time and work.

These efforts included: consulting with the representative plaintiffs, investigating the claims and editing the initial and amended complaint; responding to preliminary objections and appearing at oral argument before the trial court; drafting and serving discovery requests on Defendants; drafting and serving discovery responses on behalf of Plaintiffs; deposing Defendants' corporate representatives; defending Plaintiffs' deposition; reviewing documents produced by Defendants; drafting and moving for class certification and appearing at oral argument before the Court; drafting the proposed class notice following class certification; participating in conciliation sessions before this Court; negotiating, drafting, and finalizing the proposed class action settlement agreement and release and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator (Analytics) to implement the notice program; and drafting and filing the motion for preliminary approval. (Iverson Decl., ¶ 6).

No time for drafting this fee petition has been included in Class Counsel's lodestar. As such, the time and effort Class Counsel have expended weigh in favor of the requested fee.

2. The Quality of the Services Class Counsel Rendered.

Class Counsel in this case have extensive experience in class action litigation. (See Iverson Decl., ¶ 14; Exhibit A (Lynch Carpenter Firm Resume); Exhibit B. (Joshua Ward Resume)).

To determine the quality of services rendered, courts are to consider: (1) the results obtained for the plaintiff in comparison with the best possible recovery; (2) the overall benefit conferred on the plaintiff; and (3) counsel's professional methods. *Hooven v. Exxon Mobil Corp.*, CIV.A. 00-5071, 2005 WL 417416, at *3 (E.D. Pa. Feb. 14, 2005), *vacated on other grounds*, 465 F.3d 566 (3d Cir. 2006). The results obtained by Class Counsel substantially benefited the Class in that a considerable financial recovery was obtained that will compensate all Class Members by distributing approximately \$85 to each Class Member, a near full recovery of the alleged overcharge paid to Defendants. The professional methods used by Class Counsel are

consistent with best practices and reflect Class Counsel’s extensive experience. As such, this factor supports the reasonableness of Class Counsel’s fee request.

3. The Results Achieved and Benefits Conferred Upon the Class or the Public.

The Class in this action is receiving substantial monetary compensation that reimburses them for the tow-fee charges they paid to Defendants, a recovery they would not have obtained absent this action. Here, it is estimated that the Settlement Fund will provide a per capita recovery of approximately \$85 for the roughly 690 Class Members, excluding the additional settlement benefits provided directly by Defendants in the form attorneys’ fees, costs, and expenses along with the agreed upon injunctive relief. Indeed, the Settlement will nearly pay each Class Member the maximum amount of statutory damages available under the UTPCPL, a near full recovery of the alleged overcharge paid to Defendants. *See* Pa. Stat. § 201-9.2 (a) (“any person . . . may bring a private action to recover actual damages or one hundred dollars (\$100), whichever is greater.”). This is far superior to the per-capita cash recoveries in other approved unfair trade practices settlements. *Oslan v. L. Offs. Of Mitchell N. Kay*, 232 F. Supp. 2d 436, 442 (E.D. Pa. 2002) (approving unfair trade practices settlement where the class award was \$20,000 for 3,413 class members); *Saunders*, 2002 WL 1497374, at *6 (approving unfair trade practices settlement where the class awards were \$12,300 and \$37,500 for classes that respectively contained 1,474 and 1,579 members). As such, this factor weighs in favor of Class Counsel’s fee request.

4. The Magnitude, Complexity, and Uniqueness of the Litigation.

This case has been pending for approximately five years and has helped eliminate a range of predatory towing practices across the city of Pittsburgh—namely the practice of charging more than permitted under the Pittsburgh’s City Ordinances for non-consensual tows. Given the relatively small amount each Class Member was overcharged for the return of their non-

consensually towed vehicle, it is unlikely that the overcharges could or would have been prosecuted or adjudicated economically on an individual basis, making it very likely the practices alleged in this action would have continued indefinitely had Class Counsel not being willing to prosecute this action. Further, without Class Counsel's diligent litigation efforts, Class Members would be without any financial recovery at all. Indeed, as a result of Class Counsel's efforts, Class Members have been provided a substantial and direct benefit in the form of reimbursement for almost all the tow fees they were charged. As such, this factor weighs in favor of Class Counsel's fee request.

5. The Receipt of a Fee was Contingent on Success.

The receipt of a fee in this litigation was entirely contingent on the success of the litigation. (Iverson Decl., ¶ 3). Given the reasonable defenses Defendants raised to Plaintiffs' claims, there was a significant risk that Class Counsel would recover no fee if Plaintiffs lost on the merits, either at summary judgment, at trial, or on any potential appeal. Indeed, Defendants raised numerous defenses that include but are not limited to: there was no contract between Plaintiffs and any of the Defendants; Plaintiffs were trespassers on the property when they parked their vehicles in the Parking Lot; Plaintiffs never paid any money to Eastside or Mosites; Plaintiffs did not rely on any of the Defendants' misrepresentations when they paid tow fees in return for the release of their vehicles; and the Defendants did not conspire together to charge excessive fees for non-consensual tows. Had Class Counsel failed to overcome even one of these challenges, the result would have been no compensation for the Class and a list of expenses that accrued during the course of prosecuting the Class's claims. As such, this factor weighs in favor of Class Counsel's fee request.

III. SERVICE AWARDS TO THE CLASS REPRESENTATIVES ARE REASONABLE.

Class Counsel seeks modest service awards (also referred to as incentive awards) for the Class Representatives. "Incentive awards are not uncommon in class action litigation." *Alexander*,

2016 WL 861329, at *8 (citation omitted). “The purpose of these payments is to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation, and to reward the public service of contributing to the enforcement of mandatory laws.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 333 n.65 (3d Cir. 2011) (citations and quotations omitted). Indeed, “[c]ourts 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.” *Vasco v. Power Home Remodeling Grp. LLC*, No. CV 15-4623, 2016 WL 5930876, at *14 (E.D. Pa. Oct. 12, 2016); *see also Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C.4th 502, 575 (Pa. Com. Pl. Ct. 2002).

The requested service awards of \$2,500 for each of the Class Representatives is well within the range found reasonable by courts within this state and corresponding federal jurisdiction. *See Rodriguez v. Riley*, No. 190200198, 2020 WL 13687608, at *2 (Pa. Com. Pl. Ct. Feb. 10, 2020) (approving \$5,000 service award); *Nuñez v. Moses Const., Inc.*, No. 180800610, 2020 WL 13580918, at *2 (Pa. Com. Pl. Ct. Sep. 17, 2020) (approving \$2,000 service award); *Alexander*, 2016 WL 861329, at *8 (approving \$2,000 service award); *Saunders*, 2002 WL 1497374, at *13 (approving \$1,300 service award); *Oslan*, 232 F. Supp. 2d at 446 (approving \$1,000 service award).

Here, the excellent result in this action could not have been achieved without the substantial efforts of Plaintiffs. Plaintiffs assisted Class Counsel with the prosecution of their claims and those claims of the Class by retaining counsel, agreeing to serve as representative plaintiffs, verifying the complaints, communicating with Class Counsel when required regarding various steps during litigation, participating in discovery, sitting for a deposition, and reviewing and signing the

proposed Settlement. (Iverson Decl., ¶ 13). They devoted time and effort to the action, and as a result of their efforts, a substantial benefit was conferred to the Class.

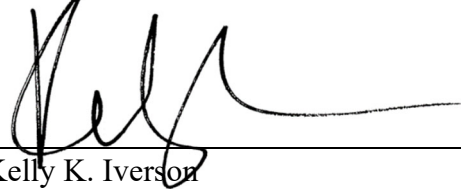
Accordingly, and in recognition of the substantial benefit Plaintiffs conferred on the Class and their efforts generally, modest service awards of \$2,500 to each of the Class Representatives is entirely appropriate.

IV. CONCLUSION

For the reasons discussed above, Plaintiffs respectfully request that this Court grant their motion (in conjunction with final approval of the Settlement) and enter Plaintiffs' proposed order awarding a combined total of \$141,800 towards attorneys' fees and reimbursement of litigation expenses, and approving Service Awards of \$2,500 to each of the Class Representatives.

Dated: October 2, 2023

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2023, the foregoing was served by email on the following:

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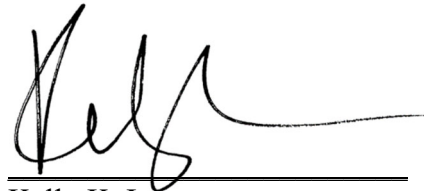
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A handwritten signature in black ink, appearing to read 'Kelly K. Iverson', is written over a solid horizontal line.

Kelly K. Iverson