

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

LINDA HORSELY, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

SHAKESPEARE STREET ASSOCIATES;  
SHAKESPEARE STREET ASSOCIATES  
GP, LLC; HOWARD'S TOWING AND  
RECOVERY, LLC; and HOWARD  
SZUMINSKY,

Defendants.

CIVIL DIVISION – CLASS ACTION  
The Honorable Philip A. Ignelzi  
Class Action Judge

No. GD-18-012027

**BRIEF IN SUPPORT OF  
PLAINTIFF'S APPLICATION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD TO  
REPRESENTATIVE PLAINTIFF**

Filed on behalf of Plaintiff

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Defendants.

**BRIEF IN SUPPORT OF PLAINTIFF’S APPLICATION FOR ATTORNEYS’ FEES,  
COSTS, AND SERVICE AWARD TO REPRESENTATIVE PLAINTIFF**

Plaintiff Linda Horsley (“Plaintiff” or “Class Representative”) respectfully applies for: (1) approval of an award of attorneys’ fees and costs to Plaintiff’s counsel in the combined amount of \$136,250; and (2) approval of a service award of \$2,000 to the Class Representative.

**I. BACKGROUND**

**A. Factual And Procedural Overview of the Litigation.**

Plaintiff’s claims in this class action arose out of alleged overcharges for nonconsensual towing services in the City of Pittsburgh, Pennsylvania. Plaintiff alleged that between September 17, 2012 and January 26, 2019, Defendants Shakespeare Street Associates and Shakespeare Street Associates, GP, LLC (collectively the “Shakespeare Street Defendants”) and Defendants Howard’s Towing and Recovery, LLC and Howard Szuminsky (collectively “Howard’s Towing”) (and together with the Shakespeare Street Defendants, “Defendants”) towed unauthorized vehicles

parked in the Parking Lot.<sup>1</sup> Plaintiff further alleged, when conducting non-consensual tows from the Parking Lot, Defendants charged vehicle owners/operators towing fees above the maximum fee for a nonconsensual tow from a private parking area as then provided in Pittsburgh’s City Ordinances, at 5 Pittsburgh Code § 525.02 and § 525.05. (AC ¶¶ 35–37).<sup>2</sup> The Second Amended Complaint alleged that Plaintiff and Class Members all had their vehicles 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 ¶¶ 44–48). At the time Defendants engaged in these non-consensual 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 January 26, 2019, but Howard’s Towing routinely charged approximately \$200 per non-consensual tow. (AC ¶¶ 35–37, 41–42).

Plaintiff initiated this case against Defendants by way of class action complaint on September 17, 2018. (Doc. 1). Plaintiff then filed a First Amended Complaint on February 5, 2019. (Doc. 10). Defendants thereafter filed preliminary objections which were subsequently fully briefed and argued by the Parties, and later overruled by the Court. (Doc. 19). The operative Second Amended Complaint was filed on November 10, 2020, 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. 38). Defendants answered the Second Amended Complaint on November 30, 2020, denying Plaintiff’s asserted claims. (Doc. 39).

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<sup>1</sup> 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.

<sup>2</sup> Citations to “AC” are citations to the Second Amended Complaint, Doc. 38.

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

On May 12, 2020, Plaintiff filed her 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. 27 & 30). Following class certification discovery, Plaintiff later filed her Renewed Motion for Class Certification on December 21, 2020. (Doc. 42). After Plaintiff's Motion for Class Certification was briefed and argued by the Parties, the Court granted Plaintiff's Motion for Class Certification on June 29, 2021, directing the matter to proceed as a class action. (Doc 50). 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 Plaintiff a proper representative 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. The 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, with the Settlement Agreement subsequently fully executed by all Parties on or about January 25, 2023.

After execution of the agreement, Class Counsel began drafting a motion for preliminary approval of the Settlement and on February 21, 2023, Class Counsel moved this Court for preliminary approval of the Settlement. (Doc. 55). On February 22, 2023, the Court entered an order granting preliminary approval, and authorizing notice to the Class. (Doc. 56).

**C. Pertinent Terms of the Settlement.**

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

- The Shakespeare Street Defendants' monetary obligations are as follows:
  - A payment of \$50,000 for direct monetary relief to Class Members into a Settlement Fund, from which the Settlement Administration Costs will also be paid (SA ¶ 3.1(ii));
  - A payment of up to \$2,000 as a service award payment to the Class Representative, to the extent approved by the Court (SA ¶ 3.3(i)); and
  - A payment of up to \$134,250 for Class Counsel's fees and costs, to the extent approved by the Court (SA ¶ 3.2(i)).
- Howard's Towing's monetary obligations are as follows:
  - A payment of \$3,000 for direct monetary relief to Class Members into a Settlement Fund, from which the Settlement Administration Costs will also be paid (SA ¶ 3.1(ii)); and
  - A payment of up to \$2,000 for Class Counsel's fees and costs, to the extent approved by the Court (SA ¶ 3.2(ii)).

**1. Direct Monetary Relief to the Class.**

Defendants will pay \$53,000 into a Settlement Fund within 10 days of the Effective Date, and the Settlement Fund will be used by the Settlement Administrator to pay for the following:

- The Settlement Administration Costs; and
- Distribution of all money remaining in the Net Settlement Fund, in equal *pro rata* shares to all Participating Class Members (“Individual Settlement Amounts”).

(SA ¶¶ 3.2(ii) & (iv)).

**Automatic Distributions.** The Settlement Administrator will distribute the remaining balance of the Settlement Fund (money remaining in the Settlement Fund after deducting Settlement Administration Costs) in equal shares to all Participating Class Members (those who do not opt out of the Settlement). (SA ¶ 3.4(i)). The final amount of these payments will depend on variables such as the total amount of Settlement Administration Costs and number of Class Members who opt out of the Settlement, but the Parties estimate that the payments will be roughly \$86 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(iv) & 3.4). Participating Class Members will have 120 days to cash their Settlement Checks. 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 50% of the residual funds to the Pennsylvania Interest on Lawyers Trust Account Board and to disburse the remaining 50% of the residual funds to a *cy pres* recipient, 412 Food Rescue. (SA ¶ 3.5).

## **2. Service Award and Attorneys' Fees and Expenses of Litigation.**

Separate and apart from the monetary consideration made directly available to Class Members through the Settlement Fund, Defendants have agreed to pay the follow:

- The Shakespeare Street Defendants will pay:
  - Attorneys' fees and expenses, in an amount not to exceed a combined total of \$134,250, subject to court-approval (SA ¶ 3.2(i)); and
  - A service award of up to \$2,000 to the Class Representative, subject to court-approval (SA ¶ 3.3(i)).
- Howard's Towing will pay:
  - Attorneys' fees and expenses, in an amount not to exceed a combined total of \$2,000, subject to court-approval (SA ¶ 3.2(i)).

## **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 Plaintiff brought claims under the UTPCPL and the UTPCPL contains a fee-shifting provision permitting the Court to award Plaintiff reasonable costs and attorneys' fees (73 Pa. Stat. § 201.9.2), Plaintiff respectfully submits 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 472.9 hours litigating this action, producing a lodestar amount of \$347,605 based on standard hourly rates that range from \$250 to \$1,000. (Iverson Decl., ¶¶ 7, 8, 12, 13). Summaries of the number of hours expended by attorneys and staff are provided in the Iverson Declaration. (Iverson Decl., ¶¶ 7, 12). 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 \$136,250 represents approximately 39% of their lodestar. (Iverson Decl., ¶ 13). 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 17017.**

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 472.9 hours. (Iverson Decl., ¶ 13). 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 plaintiff, investigating the claims and editing the initial and amended complaints; 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 Plaintiff; deposing Defendants' corporate representatives; defending Plaintiff's 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 a conciliation session 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., ¶ 15 & 16; 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 \$86 to each Class Member, adequately reimbursing them for the amount that they were overcharged for a nonconsensual tow. 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 overcharges 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 \$86 for the roughly 509 Class Members, excluding the additional settlement benefits provided directly by Defendants in the form of a Service Award, and attorneys' fees, costs, and expenses. Indeed, the Settlement will nearly pay each Class Member the maximum amount of statutory damages available under the UTPCPL, adequately compensating Class Members for the amount they were overcharged for a nonconsensual tow. *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 nearly 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 the tow fees they were overcharged. As such, this factor weighs in favor of Class Counsel’s fee request.

#### **5. Whether 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 Plaintiff’s claims, there was a significant risk that Class Counsel would recover no fee if Plaintiff lost on the merits, either

through preliminary objections, at summary judgment, at trial, or on any potential appeal. Indeed, Defendants raised numerous defenses that include but are not limited to: Defendants did not conspire to charge excessive fees for non-consensual tows; the Shakespeare Street Defendants did not interact or make any representations to Plaintiff or Class Members; the Shakespeare Street Defendants did not realize a benefit or profit from the excessive tow fees; Plaintiff and Class Members were trespassers when they unauthorizedly parked in the Parking Lot; no contract existed between Plaintiff and Class Members and Defendants; Defendants were not creditors or debit collectors; and Plaintiff and Class Members did not justifiably rely on Defendants' misrepresentations regarding tow fees. 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. A SERVICE AWARD TO THE CLASS REPRESENTATIVE IS REASONABLE.**

Class Counsel seeks a modest service award (also referred to as incentive awards) for the Class Representative. "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 award of \$2,000 for the Class Representative 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 Plaintiff. Plaintiff assisted Class Counsel with the prosecution of her claims and those claims of the Class by retaining counsel, agreeing to serve as a representative plaintiff, 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., ¶ 14). She devoted time and effort to the action, and as a result of her efforts, a substantial benefit was conferred to the Class.

Accordingly, and in recognition of the substantial benefit Plaintiff conferred on the Class and her efforts generally, a modest service award of \$2,000 to the Class Representative is entirely appropriate.

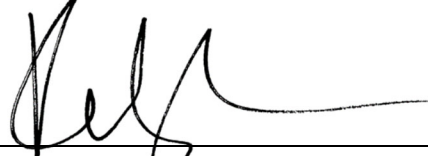
#### **IV. CONCLUSION**

For the reasons discussed above, Plaintiff respectfully requests that this Court grant her motion (in conjunction with final approval of the Settlement) and enter Plaintiff's proposed order

awarding a combined total of \$136,250 towards attorneys' fees and reimbursement of litigation expenses, and approving a Service Award of \$2,000 to the Class Representative

Dated: May 22, 2023

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

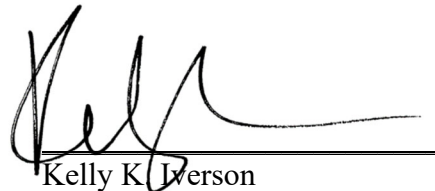
I hereby certify that on May 22, 2023, the foregoing was served by email on the following:

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