IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION

Tysen Hansen, individually and on behalf of all other similarly situated, Plaintiff, vs. ASP Aesthetics LP, Defendant.	CASE NO. 2025LA001594. Hon. Louis B. Aranda

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARD

Dated: April 16, 2026

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Plaintiff Tysen Hansen ("Plaintiff"), by and through his attorneys, and pursuant to 735 ILCS 5/2-801, hereby moves for an award of attorneys' fees and expenses for Class Counsel, as well as a service award for Plaintiff as the Class Representative in connection with the class action settlement with Defendant ASP Aesthetics LP ("Defendant") (Plaintiff and Defendant are collectively, the "Parties"). In support of this Motion, Plaintiff states as follows:

The Settlement that Class Counsel have achieved in this case is an excellent result for Settlement Class Members, as it provides claimants with a material payment that they otherwise may not have been able to obtain. The Parties' Settlement Agreement establishes a Settlement Fund of $1,319,450.00 to provide Settlement Class Members who submit valid claims with a distribution of the Settlement Fund based upon how many text messages each Settlement Class Member received from Defendant in alleged violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* ("TCPA").

The Court preliminarily approved the Settlement on February 10, 2026. With this Motion, Plaintiff and Class Counsel respectfully request that the Court approve a Service Award of $5,000 to Plaintiff, as well as a Fee Award to Class Counsel of 33% of the Settlement Fund, plus reimbursement for litigation expenses of $4,049.79, amounting to $435,418.50. As detailed below, the requested awards are appropriate under governing Illinois law, consistent with the amounts awarded in prior similar settlements, and fairly compensate Class Counsel and the Class Representative for the work they performed and result they achieved in this high-risk litigation. Both Class Counsel and the Class Representative have devoted significant time and effort to the prosecution of the Settlement Class Members' claims, and their efforts have yielded a significant benefit to the Class. The requested attorneys' fees and Service Award are amply justified in light of the investment, significant risks, and results obtained for the Settlement Class Members in this

litigation, particularly given the substantial uncertainty regarding the merits of their underlying TCPA claims when this Settlement was reached.

FACTUAL AND PROCEDURAL BACKGROUND

I. PLAINTIFF'S ALLEGATIONS

The subsidiary of Defendant, which is headquartered in Illinois, provides nonclinical support services for independently owned and operated medical aesthetic studios. The support services include accounting, advertising and marketing, human resources, and appointment scheduling services. Plaintiff responded to a September 12, 2024 text message solicitation from Defendant with the word "Stop". Defendant acknowledged receipt of Plaintiff's stop request, but allegedly continued to send him text messages. In this case, all members of the Class hold similar claims that Defendant caused text messages to be transmitted to their telephone after they had requested not to receive any more text messages in violation of the TCPA.

II. PROCEDURAL HISTORY AND THE PARTIES' SETTLEMENT NEGOTIATIONS

The procedural background of the litigation and this Settlement is set forth in detail in Plaintiff's Motion for Preliminary Approval and need not be fully set forth again herein. As set out in the Motion for Preliminary Approval, Plaintiff filed a putative class-action lawsuit in the United States District Court for Northern District of Illinois in April 2025 seeking to represent a nationwide class of similar situated people who had also requested a stop to Defendant's text messages but had continued to receive them after the fact in violation of the TCPA. In an effort to resolve the litigation and bring finality to the Parties' dispute, the Parties mediated the case with neutral mediator Howard Tescher of Tescher Mediation Group, Inc. on October 14, 2025. In order to effectuate the Settlement, the Parties agreed that the prior action would be dismissed and refiled

as a new action before this Court. Thereafter Plaintiff moved for preliminary approval of the Settlement, which the Court granted on February 10, 2026.

ARGUMENT

I. THE REQUESTED ATTORNEYS' FEES, COSTS, AND EXPENSES ARE REASONABLE AND SHOULD BE APPROVED.

Pursuant to the Settlement, Class Counsel seek attorneys' fees and expenses of $435,418.50 which constitutes 33% of the Settlement Fund, plus reimbursable expenses. Such a request is within the range of fees approved in other class actions and is fair and reasonable in light of the work performed by Class Counsel and the significant recovery secured on behalf of the Settlement Class Members. It is well settled that attorneys who, by their efforts, create a fund for the benefit of a class are entitled to reasonable compensation for their services. *See Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)) ("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.").

In cases where, as here, a class action settlement results in the creation of a settlement fund, "[t]he Illinois Supreme Court has adopted the approach taken by the majority of Federal courts on the issue of attorney fees[.]" *Baksinski v. Northwestern Univ.*, 231 Ill. App. 3d 7, 13 (1st Dist. 1992) (citing *Fiorito v. Jones*, 72 Ill.2d 73 (1978)). That is, where "an equitable fund has been created, attorneys for the successful plaintiff may directly petition the court for the reasonable value of those of their services which benefited the class." *Id.* at 14 (citing *Fiorito*, 72 Ill.2d 73). This rule "is based on the equitable notion that those who have benefited from litigation should share in its costs." *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) (*citing Skelton v. Gen. Motors Corp*., 860 F.2d 250, 252 (7th Cir. 1988)).

A. The Court Should Apply The Percentage-of-the-Benefit Method In This Case.

"When awarding attorney's fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved." *Brundidge v. Glendale Fed. Bank, F.S.B.*, 168 Ill. 2d 235, 244 (1995). In deciding an appropriate fee in such cases, "a trial judge has discretionary authority to choose a percentage[-of-the-benefit] or a lodestar method[.]" *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 58 (citing *Brundidge*, 168 Ill. 2d at 243–44). Here, Plaintiff submits that the Court should apply the percentage-of-the-benefit approach—the approach used in the vast majority of settlement fund class actions, including TCPA class actions. It is settled law in Illinois that the Court need not employ the lodestar method in assessing a fee petition. *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59. This is because the lodestar method is disfavored, as it not only adds needless work for the Court and its staff[1] and it misaligns the interests of Class Counsel and the Settlement Class Members. 5 Newberg on Class Actions § 15:65 (5th ed.) ("Under the percentage method, counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class's take. By contrast, when class counsel's fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients' interests in any way"). The percentage-of-the-benefit method also better aligns Class Counsel's interests with those of the Settlement Class because it bases the fee on the results the lawyers achieve for their clients rather than on the number of motions they file, documents they review, or hours they work, and it avoids some of the

[1] *See Langendorf v. Irving Trust Co.*, 244 Ill. App. 3d 70, 80 (1st Dist. 1992), abrogated on other grounds by 168 Ill. 2d 235; *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924–25 (1st Dist. 1995) (the "[p]ercentage analysis approach eliminates the need for additional major litigation and further taxing of scarce judicial resources").

problems the lodestar-times-multiplier method can foster (such as encouraging counsel to delay resolution of the case when an early resolution may be in their clients' best interests). *Brundidge*, 168 Ill.2d at 242; *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 566 (7th Cir. 1994); *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 720-21 (7th Cir. 2001).

In "choosing between the percentage and lodestar approaches," courts "look to the calculation method most commonly used in the marketplace at the time such a negotiation would have occurred." *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 500–01 (N.D. Ill. 2015) (citing *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998)); *see also McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 814-15 (E.D. Wis. 2009). In class action litigation, where "the normal practice [is] to negotiate a fee arrangement based on a percentage of the plaintiffs' ultimate recovery," *Kolinek*, 311 F.R.D. at 500-01, state and federal courts in Illinois and throughout the country are in near unanimous agreement that "the percentage approach is likely what the class members and counsel would have negotiated when counsel agreed to take on the case." *McCormick v. Adtalem Glob. Educ., Inc*, 2022 IL App (1st) 201197-U, ¶ 26; *see also Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 2006) ("When the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee *is* the 'market rate'"); *Ryan*, 274 Ill. App. 3d at 923 (noting that "a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases") (citation omitted); *Williams v. Gen. Elec. Capital Auto Lease*, No. 94-cv-7410, 1995 WL 765266, *9 (N.D. Ill. Dec. 26, 1995) (noting that "[t]he approach favored in the Seventh Circuit is to compute attorney's fees as a percentage of the benefit conferred upon the class"); *see also, e.g., Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (explaining that where "a class suit produces a fund for the class," as is the case here, "it is commonplace to award

the lawyers for the class a percentage of the fund," and affirming fee award of 38% of $20 million recovery to class) (citing *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)).

In utilizing the percentage-of-the-benefit approach, a court is not required to perform a lodestar cross-check on Class Counsel's fees. *McCormick*, 2022 IL App (1st) 201197-U, ¶ 24 (rejecting an objector's argument that failure to perform lodestar cross-check rendered class counsel's fee unreasonable and awarding class counsel fees totaling 35% of the common fund, or $15,7000,00); *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 58 (citing *Brundidge,* 168 Ill.2d at 246) (rejecting an objector's argument that the trial court was required to perform a lodestar cross-check on class counsel's fees and awarding class counsel fees based on a percentage of the common settlement fund).

This Court should likewise apply the percentage-of-the-benefit method here, which best replicates the *ex ante* market value of the services that Class Counsel provided to the Settlement Class. It is not just the typical method used in contingency-fee cases generally, *see Gaskill*, 160 F.3d at 363, but it is also the means by which an informed Settlement Class and Class Counsel would have established counsel's fee *ex ante*, at the outset of the litigation. *See Kolinek*, 311 F.R.D. at 500-01 ("[T]he normal practice [is] to negotiate a fee arrangement based on a percentage of the plaintiffs' ultimate recovery"). This approach also accurately reflects the contingent nature of the fees negotiated between Class Counsel and Plaintiff, who agreed *ex ante* that attorneys' fees would be awarded on a contingency basis from any settlement fund created for the benefit of a class, plus reimbursement of costs and expenses. (Declaration of Manuel Hiraldo, attached hereto as Exhibit A, ¶ 13.) Accordingly, the Court should adopt and apply the percentage-of-the-benefit approach here. Under this approach, as set forth more fully below, Class Counsel's requested attorneys' fees are eminently reasonable.

B. The Requested Attorneys' Fees Are Reasonable As A Percentage Of The Class Benefit.

An award to Class Counsel of 33% of the Settlement Fund value is well within the range of fees typically awarded to class counsel by Illinois courts in comparable class action settlements. The market rate for contingent fees in consumer cases such as this is in the 25% to 40% range, depending on various facts and circumstances. *See Gaskill v. Gordon*, 942 F. Supp. 382 (N.D. Ill. 1996), aff'd, 160 F.3d 361 (7th Cir. 1998) (38% awarded); *Family L.P. v. Price Waterhouse LLP*, 2001 WL 1568856 (N.D. Ill. 2001) (33 1/3 % awarded). In fact, higher fee awards of up to 40% have regularly been awarded in numerous class action settlements involving allegations of violations of privacy rights in circuit courts throughout Illinois. *See, e.g., Gray v. Verificient Technologies*, No. 2018-CH-16054 (Cir. Ct. Cook County, Ill. 2024) (awarding 40% of a class settlement fund for violations of the Illinois biometric information privacy act ("BIPA")); *Coleman v. Farm King*, No. 22-LA-0002 (Cir. Ct. McDonough Cnty., Ill. 2024) (same); *Bodie v. Capitol Wholesale Meats, Inc.*, 22-CH-000020 (Cir. Ct. DuPage Cnty., Ill. 2022) (same); *Jackson v. UKG, Inc.*, No. 2020-L-000031 (Cir. Ct. McLean Cnty., Ill. 2022) (awarding 35% of the class settlement fund in attorneys' fees); *Vega v. Mid-America Taping & Reeling, Inc.*, No. 2019-CH-1136 (Cir. Ct. DuPage Cnty., Ill. 2022) (same); *Gregory v. Tubi, Inc.*, No. 24-LA-0000209 (Cir. Ct. Winnebago Cnty. Ill.) (same).

The requested fee of 33% of the Settlement Fund is reasonable in light of the substantial relief obtained by Class Counsel here – despite significant risk – and is consistent with fees recently approved by Illinois courts in other similar class action settlements.

1. <u>The requested fee of 33% of the Settlement fund is reasonable.</u>

"When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case's novelty and difficulty level, the skill and standing of

the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged." *McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 407 (2008) (quoting *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314–15 (1st Dist. 2007)) (quotations omitted). Here, each of these factors shows the requested fee is reasonable.

i. *Plaintiff's claims carried substantial litigation risk.*

This case has long presented substantial litigation risk. In particular, Defendant has denied the allegations put forth in Plaintiff's complaint since the outset of this litigation and would have pursued several legal and factual defenses. If successful, Defendant's defenses could have resulted in Plaintiff and the other Settlement Class Members, or significant portions of the settlement class, receiving no payment or relief whatsoever. Moreover, even if Plaintiff was successful in defeating Defendant's argument on the merits of their claims, Defendant would have strongly contested class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation – especially given the very real possibility of an unfavorable outcome – is not in the interest of any of the Parties or Settlement Class Members.

Nonetheless, despite knowing the risks, Class Counsel pursued and litigated the case, and undertook a significant financial risk, with no upfront payment and no guarantee of payment absent a successful outcome. In addition to attorney time spent on the case, Class Counsel also advanced a total of $4,049.79, in out-of-pocket expenses, again with no guarantee of repayment. (Hiraldo Decl. ¶ 14.) If the case had advanced through class certification, these expenses would have increased many-fold, and Class Counsel would need to advance these expenses potentially for

several years to litigate this action through judgment and appeals. Despite these risks, the Settlement Agreement provides every Settlement Class Member who completes a simple Claim Form with a material cash payment from a $1,319,450 Settlement Fund. And Class Members can receive this benefit now, as opposed to receiving it years from now or potentially never. This is an excellent result.

ii. *The skill and standing of the attorneys supports the requested fee.*

Class Counsel are well-respected attorneys with significant experience litigating similar class action cases involving violations of the TCPA in courts across the country. (Hiraldo Decl. ¶ 20.) Class Counsel have successfully litigated and settled class actions in courts throughout Illinois and throughout the country and have been appointed class counsel by numerous courts in similar consumer privacy class actions. (*Id.*)

Furthermore, "[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs' counsel's performance." *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). Here, Defendant was represented by the prominent and well-respected law firm of Buchanan. Class Counsel achieved an exceptional result in this case while facing well-resourced and experienced defense counsel. *See In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) ("The high quality of defense counsel opposing Plaintiffs' efforts further proves the caliber of representation that was necessary to achieve the Settlement").

iii. *The Settlement was the result of arm's-length negotiations between the Parties after a significant exchange of information.*

The Settlement was the result not only of hard-fought litigation, but also of serious and contentious negotiations over an extended period of time. Class Counsel worked with Defendant's

counsel to obtain critical information in advance of the mediation and prior to any settlement being reached. Class Counsel also prepared for and participated in a full-day mediation session with Howard Tescher, where the Parties reached an agreement. (Hiraldo Decl. ¶ 2.) But it was not until after many weeks of additional hard-fought negotiations that the Parties finally signed a Settlement that this Court preliminarily approved. (*Id.* ¶ 2.) Through the undertaking of a thorough investigation, hard-fought litigation over the merits of the claims at issue and substantial arm's-length negotiations, Class Counsel obtained a settlement that provides a real and material monetary benefit to the Class.

iv. The usual and customary charges for similar work.

When Class Counsel undertake major litigation such as this, it necessarily limits their ability to undertake and dedicate time to other complex litigation cases. During the course of this litigation, Class Counsel devoted significant time and resources to succeed in this case and will continue to do so. (Hiraldo Decl. ¶¶ 11–12.) Class Counsel had to make this commitment at the outset of this case without knowing how long the case would take to resolve, if ever. Therefore, Class Counsel's willingness to prosecute this action on a contingent fee basis and to advance substantial costs diverted the time and resources expended on this action from other cases. (Hiraldo Decl. ¶ 12.) As set forth above, Illinois courts regularly award up to 40% in attorneys' fees in similar class settlements, and a fee award of 33% is eminently reasonable in this matter.

C. The Court Should Also Award Class Counsel's Requested Reimbursable Litigation Expenses.

Class Counsel have expended $4,049.79 in reimbursable expenses related to filing fees, mediation costs, and case administration. (Hiraldo Decl., ¶ 14.) Courts regularly award reimbursement of the expenses counsel incurred in prosecuting the litigation. *See, e.g., Kaplan v. Houlihan Smith & Co.,* No. 12-cv-5134, 2014 WL 2808801, at *4 (N.D. Ill. June 20, 2014)

(awarding expenses "for which a paying client would reimburse its lawyer"); *Spicer v. Chicago Bd. Options Exch., Inc.*, 844 F. Supp. 1226, 1256 (N.D. Ill. 1993) (detailing and awarding expenses incurred during litigation). Accordingly, this Court should award a total fee and expense award to Class Counsel of $435,418.50.

II. THE REQUESTED SERVICE AWARD IS REASONABLE AND SHOULD BE APPROVED.

A Service Award of $5,000.00 to Plaintiff is appropriate here. "In some cases, the amount requested as an incentive award, given the court's knowledge about the advanced stage of the case or other procedural facts, will be so obviously reasonable that only minimal scrutiny will be required for approval, at least in the absence of any objection from class member." 299 F.R.D. 160 at NACA Guideline 5. Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during the course of class action litigation. *See id.* ("Consumers who represent an entire class should be compensated reasonably when their efforts are successful and compensation would not present a conflict of interest").

This case is no different. Plaintiff's participation has been instrumental in the prosecution and ultimate settlement of this action. Here, Plaintiff's effort and participation in prosecuting this case justify the $5,000.00 Service Award sought. Even though no award of any sort was promised to Plaintiff prior to the commencement of the litigation or any time thereafter, Plaintiff nonetheless contributed his time and effort in pursuing his own TCPA claims, as well as in serving as a representative on behalf of the Settlement Class Members—exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action. (Hiraldo Decl., ¶¶ 28-31.) Plaintiff participated in the initial investigation of his claims and provided information to Class Counsel to aid in preparing the pleading filed in this case, consulted with Class Counsel on numerous occasions, and most importantly provided feedback on the

Settlement Agreement ultimately reached by the Parties. (*Id*.) Further, agreeing to serve as Class Representatives meant that Plaintiffs publicly placed his name on this suit and opened himself to "scrutiny and attention" – especially given the wide audience and large number of class members put at issue – which, in and of itself, "is certainly worthy of some type of remuneration." *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 600–01 (N.D. Ill. 2011). Were it not for Plaintiff's willingness to pursue this action on a class-wide basis, his efforts and contributions to the litigation by assisting Class Counsel with their investigation and prosecution of this suit, and his continued participation and monitoring of the case up through settlement, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would simply not exist. (Hiraldo Decl., ¶ 30.)

The requested $5,000.00 Service Award is also well in line with the average service award granted in class actions. Indeed, many Illinois courts that have granted final approval in class action settlements have granted class representative awards greater than the amount sought here. *See, e.g. Beltran v. Sony Pictures*, No. 22-cv-04858 (N.D. Ill.) (awarding $5,000 service awards to each of the class representatives); *Young v. Military.com*, No. 2023LA000535 (Cir. Ct. DuPage Cnty., Ill.) (awarding $5,000 service award to one of the class representatives); *see also Gonzalez v. Silva Int'l, Inc.*, No. 2020-CH-03514 (Cir. Ct. Cook Cnty., Ill.) (awarding $10,000 service award in BIPA class action); *see also Cook*, 142 F.3d 1004 (value of settlement was $14 million; service award to class representative of $25,000)).

Compensating Plaintiff for the risks and efforts he undertook to benefit the Settlement Class Members is reasonable under the circumstances of this case, especially in light of the excellent results obtained. Accordingly, a $5,000.00 Service Award for Plaintiff is reasonable, justified by Plaintiff's time and effort in this case, and should be approved.

CONCLUSION

For the foregoing reasons, Plaintiff and Class Counsel respectfully request that the Court enter an Order: (1) approving an award of attorneys' fees and expenses of $435,418.50; and (ii) approving a Service Award of $5,000 to the Plaintiff in recognition of his efforts on behalf of the Settlement Class Members.

DATED: April 16, 2026

Respectfully submitted,
TYSEN HANSEN, individually and on behalf of all others similarly situated

By: /s/ *Eugene Y. Turin*
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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on April 16, 2026, a copy of *Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award* was filed electronically with the Clerk of Court, with a copy sent by electronic mail to all counsel of record.

/s/ Eugene Y. Turin
Eugene Y. Turin

EXHIBIT A

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION

Tysen Hansen, individually and on behalf of all other similarly situated, Plaintiff, vs. ASP Aesthetics LP, Defendant.	CASE NO. 2025LA001594.

DECLARATION OF MANUEL HIRALDO

I, Manuel Hiraldo, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am an adult over the age of 18 and a resident of the state of Florida. I am a Partner at the law firm Hiraldo P.A., I am licensed to practice law in the state of Florida, and I, along with Michael Eisenband of Eisenband Law, P.A. (together, "Proposed Class Counsel"), am one of the attorneys representing Plaintiff Tysen Hansen ("Plaintiff" or "Hansen") and the putative class in this matter. I am fully competent to make this Declaration and make this Declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Award being submitted to this Court.

2. Following the filing of the original action by Plaintiff Hansen in the Northern District of Illinois, the Parties attended a mediation on October 16, 2025 before Howard Tescher of the Tescher Mediation Group, Inc. After a full-day mediation and contentious negotiations, the Parties reached an agreement on a settlement. Thereafter the Parties spent significant efforts over the course of many weeks negotiating the terms of the settlement, including the scope of the notice plan and the limited nature of the release, with the Parties

only having fully executed the Settlement Agreement submitted herewith to this Court on December 23, 2025.

3. The Court preliminarily approved the Settlement on February 10, 2026 and scheduled a Final Approval Hearing for May 27, 2026.

4. The Settlement reached by Plaintiff and their counsel provides for a $1,319,450.00 Settlement Fund established by the Defendant. The Settlement Fund will be used to pay all Settlement Class Member payments, settlement administration expenses, any class representative service award and attorneys' fees and expenses awarded to Class Counsel.

5. Each Settlement Class Member will be sent a Claim Settlement Check in the amount of up to $55.00 per text message that the Class Member received from or on behalf of Defendant after first asking Defendant to stop contacting them up to a maximum amount of $550.00 per Class Member.

6. From the outset of this litigation Class Counsel anticipated spent significant time litigating the claims in this matter with no guarantee of success. Class Counsel understood that prosecution of this case would require that other work be foregone, that there was significant uncertainty surrounding the applicable legal and factual issues, and that there would be significant opposition from defendants with substantial resources.

7. Class Counsel assumed a significant risk of non-payment in prosecuting this litigation given the novelty of legal issues involved and the uncertainty in the development of TCPA caselaw regarding text messages; the legal issues involving Plaintiff's and the other Class Members' ability to proceed with their claims; and the vigorous and nuanced legal defenses that Defendant and its skilled counsel have raised and were prepared to litigate had this case proceeded further.

8. From the outset of the litigation, Defendant and its counsel have presented strong defenses to Plaintiff's claim on the merits and the ability to represent a class. Had the case not settled, the Parties would have continued with extensive discovery, class certification briefing, and summary judgment briefing. Given the financial resources at its disposal, any final decisions favorable to Plaintiff would have also likely been appealed by Defendant.

9. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. If successful, Defendant's defenses could have resulted in Plaintiff and the Settlement Class Members receiving no payment or relief whatsoever. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision.

10. Class Counsel were able to obtain the substantial benefit provided to the Settlement Class Members through the Settlement, despite the significant risks and defenses raised by Defendant.

11. The work that Class Counsel have committed to this case has been substantial. Among other things, Class Counsel have:

a. Investigated Defendant's actions.

b. Drafted the Complaints;

c. Participated in a full-day mediation session before the Mediator;

d. Engaged in weeks of continued settlement negotiations, which involved the exchange of settlement drafts and multiple communications with Defendant's counsel, and which resulted in the drafting and execution of the finalized Settlement Agreement and related documents, including class notice documents;

e. Successfully moved for preliminary approval of the Settlement;

f. Oversaw the implementation of the Settlement, including multiple communications with the Settlement Administrator about class notice and the settlement website; and

g. Engaged in ongoing communications with the Settlement Administrator answering questions about the Settlement and the claims process.

12. Based on their experience in many other class action settlements, Class Counsel anticipate that they will expend substantial additional time and resources over the pendency of this action relating to briefing and filing a motion for final approval of the Settlement, attending the final approval hearing, responding to Class Members' inquiries regarding the Settlement and advising them how to proceed, responding to any objectors, and remaining involved with the Settlement through implementation, including continuous communications with the Settlement Administrator and Class Members relating to benefits distribution. Class Counsel has devoted significant time and resources to succeed in this case and will continue to do so. Class Counsel's willingness to prosecute this action on a contingent fee basis and to advance substantial costs diverted the time and resources expended on this action from other cases.

13. Plaintiff previously executed fee agreements with Class Counsel that were contingent in nature. Plaintiff agreed ex ante that attorneys' fees would be awarded on a contingency basis from any settlement fund created for the benefit of a class, plus reimbursement of costs and expenses. Class Counsel would not have brought this action absent the prospect of obtaining a percentage of the recovery to account for the risk inherent in this type of class action.

14. In addition to attorney time expended in pursuit of this case, Class Counsel have collectively incurred $4,049.79 in out-of-pocket expenses related to this litigation, which is comprised primarily of mediation fees, filing fees, and service expenses. These costs and expenses are reflected in Class Counsel's firm records and were necessary to effectively

prosecute this litigation and to reach this Settlement. Being responsible for advancing all expenses, Class Counsel have had a strong incentive not to expend any funds unnecessarily, and Class Counsel undertook these expenses without any guarantee of reimbursement.

15. I have been licensed to practice law in the State of Florida since 2006, and have been a member in good standing of the Florida Bar since my admission.

16. I am also admitted to practice law in the United States District Courts for the Southern District of Florida, Middle District of Florida, Northern District of Florida, Eastern District of Michigan, Southern District of Indiana, Western District of Oklahoma, and the United States Court of Appeals for the Eleventh Circuit.

17. I graduated from Emory University School of Law in 2006. After graduating, I practiced with the law firm of Wicker Smith P.A. from 2006 to 2008. From 2008 to 2011, I practiced with the law firm of Rumberger, Kirk & Caldwell, P.A. From 2011 to 2016, I practiced with the law firm of Blank Rome LLP, first as an associate, and then as Of Counsel from the beginning of 2015 through the end of 2016.

18. My practice at Blank Rome LLP consisted exclusively of representing national lenders and mortgage servicers in consumer protection lawsuits under the Telephone Consumer Protection Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and state collection and deceptive trade practices statutes.

19. In December 2016, I established the law firm of Hiraldo P.A.

20. Since opening my practice in 2016, I have been appointed class counsel and received final approval in numerous cases. The following are a few of the cases:

a. *Horn v. iCan Ben. Grp., Ltd. Liab. Co.*, 2018 U.S. Dist. LEXIS 98777 (S.D. Fla. 2018)

b. *Goldschmidt v. Rack Room Shoes, Inc*., 1:18-cv-212200-KMW (S.D. Fla. 2018)

c. *Pena v. Lexington Law Firm*, 1:18-cv-24407-UU (S.D. Fla. 2018)

d. *Albrecht v. Oasis Power, LLC*, 1:18-cv-1061-HDL (N.D. Ill. 2018)

e. *Eisenband v. Schumacher Automotive, Inc.*, 9:18-cv-80911-BB (S.D. Fla. 2018)

f. *Papa v. Grieco Ford Fort Lauderdale, LLC*, 1:18-cv-21897-JEM (S.D. Fla. 2018)

g. *Bloom v. Jenny Craig, Inc*., Case No. 1:18-cv-21820-KMM (S.D. Fla. 2018)

h. *Jairam v. Colourpop Cosmetics, LLC*, Case No. 1:19-cv-62438-RAR (S.D. Fla. 2019)

i. *Picton v. Greenway Chrysler-Jeep-Dodge, Inc*., Case No. 6:19-cv00196-GAP (M.D. Fla. 2019)

j. *Dipuglia v. US Coachways, Inc*., 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018)

k. *Banks v. Fuccillo Aff. of Fl., Inc.*, Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019)

l. *Jackson v. South Houston Motorcars, LLC*, Case No. 4:20-cv-01955 (S.D. Tex. 2020)

m. *Mohamed v. Off Lease Only, Inc.*, Case No. 1:15-cv-23352-MGC (S.D. Fla. 2015)

n. *Marengo v. Miami Resch. Assocs., LLC*, No. 1:17-cv-20459-KMW, 2018 U.S. Dist. LEXIS 122098 (S.D. Fla. 2018)

o. *Flores v. Village Ford, Inc.*, 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019)

p. *Wijesinha v. Susan B. Anthony List, Inc*., 1:18-cv-22880-JEM (S.D. Fla. 2018)

q. *King v. Classic Chevrolet, Inc.*, 4:19-cv-00429-CVE-JFJ (N.D. Okla. 2019)
t. Masson

r. *Tallahassee Dodge Chrysler Jeep, LLC*, 2018 U.S. Dist. LEXIS 77916 (S.D. Fla. 2017)

s. *Poirier v. Cubamax Travel, Inc.*, No. 1:18-cv-23240-CMA (S.D. Fla. 2018)

t. *McLean v. Osborn, D.O., PLLC*, No. 9:18-cv-81222-DMM (S.D. Fla. 2018)

u. *Paulus v. Real Green Systems, LLC*, No. 1:20-cv-23819-RNS (S.D. Fla. 2020)

v. *Saliba v. KS Statebank Corp*., No. 2:20-cv-00503-JAT (D. Az. 2020)

21. I have litigated over 1,000 federal and state cases, and I am presently acting as lead counsel or co-counsel in over 50 putative class matters.

22. I was also lead counsel in over 78 state court appellate matters, including the following reported cases:

a. *Deutsche Bank Nat'l Trust Co. v. Patino*, 192 So. 3d 637 (Fla. 5th DCA 2016)

b. *Hatchett v. Homecomings Fin*., 189 So. 3d 786 (Fla. 4th DCA 2016)

c. *Deutsche Bank Trust v. Mannino*, 185 So. 3d 1253 (Fla. 5th DCA 2016)

d. *IndyMac Fed. Sav. Bank, FSB v. Nabozny*, 185 So. 3d 664 (Fla. 2d DCA 2016)

e. *Figueredo v. Deutsche Bank Nat'l Trust Co.*, 181 So. 3d 496 (Fla. 3d DCA 2015)

f. *Curro v. Onewest Bank, FSB*, 175 So. 3d 300 (Fla. 4th DCA 2015)

g. *Morilla v. Wells Fargo Bank, N.A.*, 173 So. 3d 900 (Fla. 3d DCA 2015)

h. *Keeble v. Citibank, N.A.*, 162 So. 3d 1035 (Fla. 5th DCA 2015)

i. *Harris v. Deutsche Bank Nat'l Trust Co*., 160 So. 3d 448 (Fla. 4th DCA 2015)

j. *Guerrero v. OneWest Bank, FSB*, 160 So. 3d 439 (Fla. 3d DCA 2015)

k. *Diaz v. OneWest Bank, FSB*, 156 So. 3d 1088 (Fla. 2d DCA 2014)

l. *Lexell v. Deutsche Bank Nat'l Trust Co.*, 138 So. 3d 1126 (Fla. 2d DCA 2014)

m. *Perez v. HSBC Bank USA, N.A.*, 135 So. 3d 576 (Fla. 2d DCA 2014)

n. *Brinson v. Wells Fargo Bank, N.A.*, 136 So. 3d 596 (Fla. 1st DCA 2014)

o. *Good v. MTGLQ Inv'rs, LP*, 126 So. 3d 1062 (Fla. 2d DCA 2013)

p. *Miller v. Bank of Am., N.A.*, 145 So. 3d 110 (Fla. 4th DCA 2013)

q. *Dagrella v. Bank of Am., N.A.*, 103 So. 3d 176 (Fla. 5th DCA 2012)

r. *Wells Fargo Bank, N.A. v. Reeves*, 92 So. 3d 249 (Fla. 1st DCA 2012)

23. From 2012 through 2016, I was selected as a "Florida Rising Star" by Super Lawyers.

24. Since 2021, I have consistently been recognized as a "Super Lawyer" by Super Lawyers.

25. Attached hereto as Exhibit 1 are the firm resumes for Manuel Hiraldo of Hiraldo, P.A. and Michael Eisenband of Eisenband Law, P.A., demonstrating their significant experience in similar complex litigation, including other consumer class actions that they have successfully litigated.

26. Since the Court preliminarily approved the Settlement, Class Counsel have worked with the Settlement Administrator, Continental DataLogix LLX ("Administrator"), to carry out the Court-ordered notice plan. Specifically, Class Counsel helped compile and review the contents of the class notices, reviewed claim forms, and reviewed and tested the settlement website before it launched live. Class Counsel also worked with Defendant and Administrator to effectuate notice as ordered by the Court.

27. Since class notice has been disseminated, Class Counsel have continued to work

closely with Administrator to monitor settlement claims and other issues that have arisen and may continue arise, including any communications with Class Members.

The Class Representative's Contributions to the Case

28. Plaintiff has been significantly involved in this litigation, has willingly contributed his own time and efforts toward this litigation, and is deserving of the proposed Service Award.

29. Plaintiff assisted Class Counsel's investigation into Defendant's' actions, Plaintiff was were also prepared to testify at deposition and trial, if necessary, and was actively consulted during the settlement process. Moreover, Plaintiff had the ability to bring his claims on behalf of himself against Defendant but chose to proceed with his claims on behalf of a class, despite having the financial incentive to pursue his claims on an individual basis. Plaintiff has succeeded in obtaining significant financial relief on behalf of the class.

30. Class Counsel believe that Plaintiff's active involvement in this case was critical to its ultimate resolution. Plaintiff took his role as a class representative seriously, and without his willingness to assume the risks and responsibilities of serving as class representative, the substantial benefits to the class afforded under this Settlement Agreement would not have been achieved.

31. Plaintiff has not received any payment in this matter, were never promised any payments, and were not promised that they would receive an award of any kind in this litigation. Rather, the requested Service Award for Plaintiff seek only to compensate Plaintiff for his respective time, effort, and contributions to this case.

32. In light of their experience in having settled numerous similar cases, Class Counsel strongly believe that final approval of the Settlement is in the best interests of Settlement

Class members. Final approval of the Settlement will avoid any risks and delays associated with allowing the litigation to move forward and will provide the Settlement Class members with immediate relief. The Settlement also avoids the possibility of a defense verdict or a favorable defense decision on class certification or summary judgment wiping out all recovery for the Settlement Class.

33. Given the defenses that Defendant could raise, and the resources that Defendant has committed to defending and litigating this matter, Class Counsel are confident that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members such that this factor also strongly favors final approval.

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

Executed this 14th day of April, 2026 in Fort Lauderdale, FL

/s/ Manuel Hiraldo
Manuel Hiraldo, Esq.

EXHIBIT 1

Manuel S. Hiraldo

Mr. Hiraldo has experience in all aspects of litigation in state and federal courts, including motion practice, oral argument, discovery, mediation, trial, and appellate practice.

Prior to opening Hiraldo P.A., Mr. Hiraldo was Of Counsel at Blank Rome LLP. His practice focused on defending loan originators and servicers in consumer claims under the Telephone Consumer Protection Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and state collection and deceptive trade practices statutes.

Practice Areas
Commercial Litigation
Financial Services Litigation
Class Actions
Appellate Litigation
Real Estate Litigation
Construction Defect
Wrongful Death
Catastrophic Injury

Education
J.D., Emory University School of Law – 2006
BBA, Emory University, Goizueta Business School – 2003

Experience
Hiraldo P.A.: 2016 – present
Blank Rome LLP: 2011 – 2016
Rumberger, Kirk & Caldwell, P.A.: 2008 – 2011
Wicker, Smith, O'Hara, McCoy & Ford, P.A.: 2006 – 2008

Recognitions
2021 –2024, Super Lawyer
2012 – 2016, "Florida Rising Star" by Super Lawyers

Court Admissions
Florida
U.S. District Court - Middle District of Florida
U.S. District Court - Northern District of Florida
U.S. District Court - Southern District of Florida
United States Court of Appeals for the Eleventh Circuit

Approved Class Settlements

- *Horn v. iCan Ben. Grp., Ltd. Liab. Co.,* 2018 U.S. Dist. LEXIS 98777 (S.D. Fla. 2018)
- *Goldschmidt v. Rack Room Shoes, Inc.*, 1:18-cv-212200-KMW (S.D. Fla. 2018)
- *Pena v. Lexington Law Firm*, 1:18-cv-24407-UU (S.D. Fla. 2018)
- *Dargoltz v. Fashion Marketing Group, Inc.*, No. 2021-009781-CA-01 (Fla. Cir. Ct. 2021)
- *Albrecht v. Oasis Power, LLC*, 1:18-cv-1061-HDL (N.D. Ill. 2018)
- *Eisenband v. Schumacher Automotive, Inc.*, 9:18-cv-80911-BB (S.D. Fla. 2018)
- *Papa v. Grieco Ford Fort Lauderdale, LLC*, 1:18-cv-21897-JEM (S.D. Fla. 2018)
- *Bloom v. Jenny Craig, Inc.,* Case No. 1:18-cv-21820-KMM (S.D. Fla. 2018)
- *Jairam v. Colourpop Cosmetics, LLC,* Case No. 1:19-cv-62438-RAR (S.D. Fla. 2019)
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc.*, Case No. 6:19-cv-00196-GAP (M.D. Fla. 2019)
- *Dipuglia v. US Coachways, Inc.*, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (
- *Banks v. Fuccillo Aff. of Fl., Inc.*, Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019)
- *Jackson v. South Houston Motorcars, LLC*, Case No. 4:20-cv-01955 (S.D. Tex. 2020)
- *Mohamed v. Off Lease Only, Inc.*, Case No. 1:15-cv-23352-MGC (S.D. Fla. 2015)
- *Marengo v. Miami Resch. Assocs., LLC*, No. 1:17-cv-20459-KMW, 2018 U.S. Dist. LEXIS 122098 (S.D. Fla. 2018)
- *Flores v. Village Ford, Inc.,* 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019)
- *Wijesinha v. Susan B. Anthony List, Inc.*, 1:18-cv-22880-JEM (S.D. Fla. 2018)
- *King v. Classic Chevrolet, Inc.,* 4:19-cv-00429-CVE-JFJ (N.D. Okla. 2019)
- *Masson v. Tallahassee Dodge Chrysler Jeep, LLC*, 2018 U.S. Dist. LEXIS 77916 (S.D. Fla. 2017)
- *Poirier v. Cubamax Travel, Inc.*, No. 1:18-cv-23240-CMA (S.D. Fla. 2018) (

- *McLean v. Osborn, D.O., PLLC,* No. 9:18-cv-81222-DMM (S.D. Fla. 2018)
- *Von Paulus v. Real Green Systems, LLC,* No. 1:20-cv-23819-RNS (S.D. Fla. 2020) (
- *Saliba v. KS Statebank Corp.,* No. 2:20-cv-00503-JAT (D. Az. 2020) (
- *Whitworth v. HH Entm't, Inc.*, No. 9:17-cv-80487-KAM, 2018 U.S. Dist. LEXIS 112223 (S.D. Fla. 2017)
- *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018)
- *Ramos v. Pandora, et al*, No. 0:17-cv-62100-FAM (S.D. Fla. 2017)
- *Santos v. Biocollections Worldwide, Inc.*, No. 2020-011216-CA-01 (Fla. Cir. Ct. 2020)

Michael Eisenband

Mr. Eisenband has represented both plaintiffs and defendants in both state and federal courts. He has significant experience with motion practice, oral argument, discovery, mediation, and appellate practice. Prior to opening Eisenband Law, P.A., Mr. Eisenband was an associate at Blank Rome LLP and before that Greenspoon Marder LLP. Prior to opening Eisenband Law, P.A., Mr. Eisenband's practice focused on representing national lenders and mortgage servicers in contractual disputes and consumer protection lawsuits under the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act.

Education:

J.D., University of Miami School of Law – 2010
BBA, University of Miami, Miami Business School – 2006

Experience:

Eisenband Law, P.A.: 2018- Present
Blank Rome LLP: 2014-2018
Greenspoon Marder LLP: 2013-2014
Smith Hiatt & Diaz, P.A.: 2011-2013

Practice Areas:

Commercial Litigation
Appellate Litigation
Class Actions

Court Admissions:

Florida
U.S. District Court - Southern District of Florida
U.S. District Court - Northern District of Florida
U.S. District Court - Middle District of Florida
U.S. District Court - Northern District of Illinois
U.S. District Court - Southern District of Illinois
U.S. District Court - Eastern District of Oklahoma

U.S. District Court - Western District of Oklahoma
U.S. District Court - Southern District of Indiana
U.S. District Court - District of Colorado
U.S. District Court - Northern District of Ohio
U.S. District Court - Eastern District of Michigan
U.S. District Court - Northern District of Texas
U.S. District Court - Southern District of Texas
U.S. District Court - Western District of Texas
U.S. District Court - Eastern District of Wisconsin
U.S. District Court - Western District of Wisconsin
U.S. District Court – New Mexico

Recognitions:

2016-2024, "Florida Rising Star" by Super Lawyers

Notable Class Cases:

- *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018) (Class Settlement);
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 6:19-cv-196-GAP-DCI (M.D. Fla. 2019) (Class Settlement);
- *Banks v. Fuccillo Aff. of Fl., Inc*. Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019) (Class Settlement).
- *Flores v. Village Ford, Inc.*, No. 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019) (Class Settlement)
- *King v. Classic Chevrolet, Inc.*, No. 4:19-cv-00429 (N.D. Okl. 2019) Class Settlement)