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

Felipe Ortega, individually and on behalf of all
others similarity situated,

Plaintiff,

v.

NNR Logistics USA, Inc,

Defendant

Case No. 2021 CH 6337

Judge Atkins

PLAINTIFF’S AND THE CLASS’S MOTION FOR
AN AWARD OF ATTORNEY FEES, COSTS, AND INCENTIVE AWARD

Pursuant this Court’s order granting preliminary approval to the class action Settlement reached in this matter (Exhibit 1 (Preliminary Approval Order) (“PAO”) at ¶21), Plaintiff and Class Counsel move the Court for an Order approving an attorneys’ fee and cost award in the amount of \$150,000, and an incentive award in the amount of \$5,000.

Under the Settlement Agreement in this Illinois Biometric Information Act (“BIPA”) case, each Settlement Class member will net \$785. As BIPA is a fee shifting statute, the settlement mediated with Judge Epstein at JAMS provides Plaintiff will petition for fees and an incentive award to be paid *in addition* to the Settlement Fund. It is worth noting that the fees sought are substantially less than the fees incurred in this 2021 case, but are a compromise in order to ensure each class member recovers the majority of their claim.

Thus, payment of these sums will not affect the Class recovery. This motion should be granted.

I. BIPA Expressly Provides for Recovering the Attorneys’ Fees and Costs Incurred.

Plaintiff and Class Counsel brought this case under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*. “Unlike most private tort litigants, [a plaintiff who brings [a

statutory rights] action] seeks to vindicate important rights that cannot be valued solely in monetary terms ...” *Tolentino v. Friedman*, 46 F.3d 645, 652 (7th Cir. 1995) (applying the Fair Debt Collection Practices Act and citing *City of Riverside v. Rivera*, 477 U.S. 561, 574 (1986)).

Consistent the foregoing, the General Assembly wrote BIPA to expressly provide for recovery of a successful plaintiff’s attorneys’ fees and costs. 740 ILCS 14/20(a)(3). Indeed, this fee-and-cost-shifting provision is a key part of the General Assembly’s strategy to encourage enforcement of BIPA, deter violations, and thus protect biometric privacy:

The strategy adopted by the General Assembly through enactment of the Act is to try to head off [biometric privacy] problems before they occur. It does this in two ways. ... The second is by subjecting private entities who fail to follow the statute’s requirements to substantial potential liability, including ... attorney fees, and litigation expenses ...

Rosenbach v. Six Flags Ent’t Corp., 2019 IL 123186, ¶36 (brackets added).

Accordingly, the instant Settlement expressly provides for an award of attorneys’ fees and costs to Class Counsel, and Defendant NNR agreed to pay an award not to exceed \$150,000 *in addition* to the class relief. (See Mot. for Prelim. Approval at *Appendix 1* (Settlement Agreement), ¶51.a and c). As explained below, this is reasonable given the outstanding results and the fact the fees and costs Class Counsel actually incurred to achieve those outstanding results significantly exceed the amount sought, not to mention the substantial additional work Class Counsel must perform to complete the Settlement without additional compensation, among other reasons.

II. Summary of the Litigation and Work Class Counsel Performed

Consistent with the General Assembly’s intent, *supra*, Plaintiff Ortega filed this action on behalf of himself and his coworkers to remedy Defendant NNR’s alleged violations of BIPA on December 21, 2021.

Specifically, Ortega alleged that when NNR employed him and other temporary workers at its facility in Elk Grove Village, Illinois, it made them punch in and out of work each day using a time-clock that collected a three-dimensional image of their hand-geometry, allegedly without maintaining a publicly-available policy regarding the capture and destruction of this information as required by BIPA §15(a), and allegedly without first giving them written notice of NNR's intent to collect that data, what it would use it for, and how long it would keep it, as well as having them sign a release authorizing the collection, as required by BIPA §15(b). (Mot. for Prelim. Approval at pp. 2-3 (citing 740 ILCS 14/15(a) and (b)).

The litigation was time-consuming and hard fought. On December 21, 2021, Plaintiff also filed his motion for class certification alleging NNR violated BIPA §§ 15(a) and (b) as to Plaintiff and the class, and seeking certification of the class.

On February 22, 2022, NNR responded to the complaint by moving to stay the action pending the resolution of several other pending BIPA cases (*Cothron*, *Marion*, and *Tims*) on appeal. Plaintiff filed an opposition brief and, later, a motion to supplement his opposition with new developments that had arisen during the motion's pendency, which was granted. On September 16, 2022, the Court denied the motion to stay in part, allowing Plaintiff to conduct limited discovery despite the stay.

On March 3, 2023, Plaintiff moved to lift the stay in light of the Supreme Court's resolution of *Cothron* and *Tims*, and denial of review for *Marion*. NNR opposed the motion but, on July 27, 2023, the Court granted it, lifted the stay, and directed NNR to answer or otherwise plead.

On August 25, 2023, NNR responded to the complaint by filing a comprehensive motion to dismiss arguing: (1) Plaintiff lacked "standing" to enforce his BIPA rights; (2) Plaintiff allegedly sought a double recovery because he could have obtained relief in an unrelated case against ADP;

(3) Plaintiff's claim was barred by the doctrine of laches; (4) Plaintiff allegedly consented to the collection and use of his biometric data, and allegedly assumed the risk of NNR violating his privacy; and (5) Plaintiff allegedly failed to plead sufficient facts to establish NNR's BIPA violations were negligent, reckless, or caused harm. Plaintiff filed a brief in opposition, and then later moved to file a sur-reply to new matter NNR raised in its reply, as well as a motion to file supplemental authority, both of which the Court granted. Subsequently the Court held a hearing on the motion to dismiss and, on December 12, 2023, the Court denied the motion in its entirety.

NNR answered the complaint, but in doing so raised fifteen defenses Plaintiff found to: (1) contradict Illinois Supreme Court authority, (2) repeat motion-to-dismiss arguments the Court had already rejected, (3) rely on a putative release of claims in an unrelated case, and (4) contain no or insufficient supporting facts. Accordingly, to avoid having to conduct wide-ranging discovery on these matters, Plaintiff moved to strike the defenses, which was also fully briefed and argued. On April 25, 2024, the Court largely granted motion, striking thirteen of NNR's fifteen defenses.

During the proceedings on the motion to strike, the parties resumed discovery, with Plaintiff serving full interrogatories and requests for production, and answering NNR's extensive interrogatories and requests for production, as well as producing documents. In addition, Plaintiff conducted third-party discovery, subpoenaing the clock maker ADP for information needed to show how the clock captured users hand data, and also subpoenaing a staffing agency for class member information.

Disputes arose as to the sufficiency of the parties' respective discovery responses, prompting numerous, lengthy 201(k) conferences, as well as the preparation and production of supplemental written discovery responses by both sides. However, Plaintiff determined NNR's production remained insufficient, prompting Plaintiff to file a motion to compel, which was fully

briefed and argued. On October 2, 2024, the Court largely granted that motion and, on October 16, 2024, the Court also granted Plaintiff's subsequent motion to set deadlines for NNR to comply with the Court's discovery ruling.

Thereafter, the case went to mediation. The parties prepared and exchanged detailed mediation memoranda and, on January 23, 2025, conducted a full-day in person mediation at JAMS with Judge James Epstein (Ret.). The mediation resulted in an agreement on major terms for settlement, with the details to be worked out in the settlement documents.

The settlement terms provide for payment of at least \$785 cash to each class member who does not opt out, greatly exceeding the per-claimant recoveries obtained in many other BIPA class actions and thus, an outstanding result. (Mot. for Prelim. Approval at pp. 13-14).¹ Plus, unlike many settlements, the payment shall be made automatically to each Settlement Class Member who does not opt out, without the need to file a claim. (*Id.* p.7). Finally, the settlement payments will not be reduced by the cost of sending notice and administration (estimated to be \$7,500), or the attorneys' fee and cost award and class representative incentive award approved by the Court, because NNR is paying these amounts *in addition to* the class settlement payments. (*Id.* pp. 5-6).

¹ Compare, e.g., *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of \$375 per claimant) (Atkins, J.); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant); *Zhirovetskiy v. Zayo Grp., LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019); (net recovery of approximately \$270 per claimant, plus dark web monitoring valued at approximately \$130 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of \$262.28 per claimant); *Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of \$102); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of \$384.09); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of \$289); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of \$256-\$510); *Sykes v. Clearstaff, Inc.*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of \$298.04).

Thereafter, Plaintiff's drafted a detailed settlement agreement (about twenty-four pages, single-spaced), proposed mail and web notices (ten pages), and proposed preliminary and final approval orders (thirteen pages). Months of negotiations followed, with the parties revising and exchanging several drafts of the foregoing documents. Finally, Plaintiff's counsel had to prepare a detailed motion demonstrating the Settlement merited preliminary approval, filed June 4, 2025.

Class Counsel also prepared for and appeared at the hearing on the motion for preliminary approval of the Settlement, which the Court granted on June 10, 2024. (Exhibit 1 (PAO), attached). In doing so, the Court directed the issuance of notice to the class members to apprise them of the Settlement, its terms, and their rights in response to it. (*Id.* at ¶9, ¶10, and ¶21). Further, Class Counsel prepared the instant motion to approve the proposed attorneys' fee, cost, and incentive awards, as directed by the Court. (*Id.* ¶21).

To date, Class Counsel have incurred attorneys' fees in the amount of \$228,820, and out-of-pocket costs in the amount of \$7,247.49. (Exhibit 2 (Keogh Declaration), attached, at ¶17). This is well in excess of the \$150,000 sought here.

Finally, Class Counsel must perform substantial additional work to complete the Settlement. This includes supervising the issuance of notice, answering class member inquiries, working with the Settlement Administrator to prepare the report to the Court regarding the results of the notice campaign, drafting detailed moving papers in support of final approval as ordered by the Court, and preparing for and participating in the final approval hearing. (*See id.* at ¶18).

As explained below, given the outstanding results and substantial attorneys' fees and costs incurred to achieve it, which greatly exceed the \$150,000 fee and cost award sought, coupled with the fact the award will not affect the class recovery because NNR agreed to pay the award approved by the Court in addition to the class recovery, the proposed award merits approval. Likewise, for

similar reasons, the proposed \$5,000 class representative incentive award also merits approval. This motion should be granted.

III. The Proposed Fee and Cost Award Merits Approval.

A. Factors for Evaluating Fee Awards Confirm It Is Reasonable.

“[A]n attorney who renders professional services has a right to be compensated for such services.” *Domenella v. Domenella*, 159 Ill. App. 3d 862, 866 (1st Dist. 1987). Factors to consider in evaluating the compensation’s reasonableness include, but are not limited to, “the results obtained,” “the time and labor required,” “the skill required,” and the “experience and ability of the attorney.” See *Daniel v. Aon Corp.*, 2011 IL App (1st) 101508, ¶20. These and other factors confirm the fee and cost award should be approved.

First, the “results obtained” are outstanding. Class Counsel achieved a settlement that automatically pays each class member – *i.e.* without the need to file a claim – a cash payment of at least \$785 net. (Mot. for Prelim. Approval at p.13). As noted above, this result greatly exceeds many other BIPA class settlements granted final approval. Compare *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of \$250 per claimant) (Atkins, J.); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of \$125 to \$150 per claimant); *Zhirovetskiy v. Zayo Grp., LLC*, 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (net recovery capped at \$400 per claimant); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) (net recovery of approximately \$270 per claimant, plus dark web monitoring valued at approximately \$130 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of \$262.28 per claimant); *Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of \$102); *O’Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575

(Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of \$384.09); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of \$289); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018-CH-02651 (Cir. Ct. Cook Cnty. Aug. 10, 2021) (net recovery of \$256-\$510); *Sykes v. Clearstaff, Inc.*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of \$298.04).

The results achieved are all the more remarkable considering the risk of achieving a lower result significantly increased during the lawsuit. Specifically, during the proceedings the Illinois Supreme Court ruled courts have discretion to award less than the \$1,000 minimum damages BIPA's text provides. *See Cothron v. White Castle Sys.*, 2023 IL 128004, ¶42.

Second, the “time and labor required” to achieve these outstanding results was substantial. Much of counsel's time was spent on “heavy lifting” projects associated with drafting, including but not limited to the complaint, the motion for class certification and supporting declarations, the opposition to NNR's motion to stay, the initial discovery the Court permitted Plaintiff to conduct pending the stay, the motion to lift the stay, the opposition to NNR's lengthy motion to dismiss, the motion to file a sur-reply to new matter NNR raised in its reply to its motion to dismiss, the actual sur-reply itself, the full interrogatories and document requests Plaintiff served after the stay was lifted, the subpoena and rider to non-party ADP for information about the timekeeping system at issue, the motion to strike the fifteen affirmative defenses NNR raised, the reply supporting that motion, the motion to compel production of discovery, the reply supporting that motion, the follow up motion to set deadlines for NNR's compliance with the Court's order granting the motion to compel, and the countless emails Class Counsel had to send NNR's counsel throughout the case, including, but not limited to, extensive emails confirming the details of the multiple 201(k) conferences the parties held. (*See Exhibit 2* (Keogh Decl.) at ¶4-¶12). Likewise, substantial

attorney time was incurred preparing for and participating in the many hearings held in the case, particularly the in-person hearings on NNR's motion to dismiss, Plaintiff's motion to strike NNR's affirmative defenses, and Plaintiff's motion to compel, all of which were successful for Plaintiff. (*See Exhibit 2* (Keogh Decl.) at ¶7-¶8, ¶10). Finally, substantial fees were incurred in connection with the settlement, including preparing multiple detailed mediation statements, attending the full-day, in-person mediation with Judge Epstein at JAMS, preparing the initial drafts of the one-hundred-and-twelve-paragraph class settlement agreement, proposed mail notice, proposed web notice, proposed preliminary approval order, and proposed final approval order, months of negotiating and exchanging emails regarding the contents of those documents, drafting the motion for preliminary approval of the settlement, preparing for the preliminary approval hearing, and drafting the instant motion to approve the proposed attorneys' fees, costs, and incentive awards. (*See id.* at ¶11-¶12).

All told, Class Counsel incurred 372 hours litigating this case to date which, at their normal hourly rates, translates to an award of \$228,820, far more than the \$150,000 fee and cost award sought here. (*Id.* at ¶16).

Plus, substantial additional work remains. This includes supervising the issuance of notice, handling class member class member inquiries, preparing the detailed motion for final approval ordered by the Court, and preparing for and attending the final approval hearing. (*Id.* at ¶18). This additional work is necessary to complete the case, but Class Counsel will not receive additional compensation for it. (Mot. for Prelim. Approval at *Appendix 1* (Settlement Agreement), ¶51.c (NNR's obligation to pay attorneys' fees and costs shall not exceed \$150,000)). Accordingly, the "time and labor" required plainly support the award.

Third, the “skill required” to perform the legal services supports the award because this is a class action, and class action litigation is a highly specialized area in which relatively few attorneys practice. Indeed, to represent a class, counsel must demonstrate to the Court’s satisfaction they have the requisite knowledge and ability to handle the case. *See CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶16.

Fourth, the “experience and ability” of Class Counsel support the award. The litigation was handled by Keith Keogh and Michael S. Hilicki, who each have more than twenty-six years of class action experience, including numerous class cases under BIPA. (*See Exhibit 2* (Keogh Decl.) at ¶22-¶41).

Fifth, Class Counsel bore a substantial risk of non-payment, as the fee and cost award was entirely contingent on reaching a successful outcome. *See Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶59 (finding fee award proper in light of the “substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case and defenses asserted by [the defendant]”). Class Counsel undertook this case with no guarantee of success, the case was hard fought, and the lawsuit has been pending since December 2021. Thus, not only did Class Counsel take on the risk of loss of all fees and out-of-pocket costs incurred, they had to wait more than three-and-a-half years to get paid.²

² Class actions carry substantial financial risk. For example, another case Class Counsel was involved in was decertified two years after certification, and after notice had been sent to the Class, resulting in Class Counsel incurring hundreds of thousands of dollars in notice costs, plus the additional cost to send notice of the decertification. *See Johnson v. Yahoo!, Inc.*, 2018 U.S. Dist. LEXIS 23564 (N.D. Ill. Feb. 13, 2018) (order decertifying class after notice). Similarly, in *Braver v. Northstar*, 17-cv-00383-F (D. Ok 2020), a co-defendant filed for bankruptcy after class certification, notice to class, and judgment, and in *Kinnamon v. Ditech Financial, LLC*, 16-646 JAR, Dkt. 218 (E.D. Mo. Dec. 2, 2019), the case was dismissed due to bankruptcy after class certification and summary judgment were fully briefed.

Sixth, as previously noted, the fee award will not reduce or otherwise affect the class recovery, as NNR agreed to pay it *in addition* to the class recovery. (See Mot. for Prelim. Approval at *Appendix 1* (Settlement Agreement), ¶51.a).

Finally, it should be noted the fee and cost award terms are explicitly spelled out in the class notice. (Mot. for Prelim. Approval at *Appendix 1*, Ex. 1 (Mail Notice), p.2 (“Class Counsel will separately petition the Court for an award of attorneys’ fees and expenses not to exceed \$150,000”); and *id.* at Ex. 2 (Web Notice), §7 (“Class Counsel will ask the Court to approve payment not to exceed \$150,000 for the attorneys’ fees and expenses incurred in connection with this matter.”). Although this motion is being filed with the issuance of the notice to the class, Class Counsel do not anticipate objections from Settlement Class Members, but will address any objections raised when moving for final approval. In sum, the above factors above squarely confirm the proposed fee and cost award should be approved.

B. A Lodestar Analysis Also Supports the Proposed Fee and Cost Award

As noted above, Class Counsel expended 372 hours in this case to date based on their hourly billing records. (See Exhibit 2 (Keogh Decl.) at ¶16). Attorney declarations are sufficient to support a proposed fee award. See *Kellett v. Roberts*, 276 Ill. App. 3d 164, 174 (2nd Dist. 1995) (affirming fee award based on attorney affidavits that, *inter alia*, “detailed the services performed”) (citing *Brubakken v. Morrison*, 240 Ill. App. 3d 680, 686 (1st Dist. 1992)).

As also noted, the hours incurred largely consist of “heavy lifting” projects associated with drafting, as well as preparation for and attendance at numerous hearings and multiple 201(k) conferences. (See Exhibit 2 (Keogh Decl.) at ¶4-¶12).³

³ As shown, these efforts include but are not limited to drafting the complaint, the motion for class certification and supporting declarations, the opposition to NNR’s motion to stay, the initial discovery the Court permitted Plaintiff to conduct pending the stay, the motion to lift the stay, the

Plus, once again, Class Counsel must incur substantial additional hours to complete the Settlement, which they will not receive additional compensation. This includes supervising the issuance of the court-ordered class notice, handling class member class member inquiries, preparing the detailed motion for final approval ordered by the Court, and preparing for and attending the final approval hearing. (Exhibit 2 (Keogh Decl.) at ¶18).

Finally, counsel's rates are reasonable. (*Id.* ¶16 (\$700/hr. for lead counsel Keogh, and \$600/hr. for co-counsel Hilicki)). Mr. Keogh is a "nationally recognized consumer protection attorney[]." *Castro v. Lloyd & McDaniel, PLC*, 2016 U.S. Dist. LEXIS 127658, *12 (S.D. Ind. Sept. 19, 2016).⁴ Further, Messrs. Keogh and Hilicki have more than twenty-six and thirty years' of class action experience, respectively, a significant portion in BIPA cases, they have been appointed class counsel many times (Exhibit 2 (Keogh Decl.) at ¶22-¶41), and their rates are comparable to rates of other attorneys of similar experience in Chicago.⁵

opposition to NNR's lengthy motion to dismiss, the motion to file a sur-reply to new matter NNR raised in its reply to its motion to dismiss, the actual sur-reply itself, the full interrogatories and document requests Plaintiff served after the stay was lifted, the subpoena and rider to non-party ADP for information about the timekeeping system at issue, the motion to strike the fifteen affirmative defenses NNR raised, the reply supporting that motion, the motion to compel production of discovery, the reply supporting that motion, the follow up motion to set deadlines for NNR's compliance with the Court's order granting the motion to compel, the detailed mediation statement for the full-day, in-person mediation Class Counsel conducted with Judge Epstein at JAMS, the twenty-four-page, single-spaced class settlement agreement, proposed mail notice, proposed web notice, proposed preliminary approval order, and proposed final approval order, revisions to these documents based on the parties' negotiations, the motion for preliminary approval of the settlement, the instant motion to approve the proposed attorneys' fee, costs, and incentive awards, and the countless emails Class Counsel had to send NNR's counsel throughout the case, including, but not limited to, extensive emails confirming the details of the multiple 201(k) conferences the parties held, and the parties' settlement negotiations. (Exhibit 2 (Keogh Decl.) at ¶4-¶12).

⁴ Mr. Keogh was awarded the Consumer Attorney of the Year for 2015 by the National Association of Consumer Advocates. (Exhibit 2 (Keogh Decl.) at ¶23).

⁵ For example, Class Counsel's rates are supported by the attached declarations of Stacy Bardo (\$610 per hour, twenty-five years' experience) and Larry Smith (\$695 per hour, twenty-seven years' of consumer litigation experience), two class action plaintiff attorneys in Chicago familiar

Finally, the reasonableness of counsel's rates is further demonstrated by the risk they took to bring this case. BIPA cases are typically (if not universally) brought on a contingent basis, *i.e.*, counsel receives no fee unless and until they succeed, and thus the rates charged in BIPA cases are necessarily "contingent fee" rates. Contingent fee rates are normally higher than the rates charged by attorneys who get paid "win or lose" by hourly clients, or attorneys who receive a steady stream of regular business from their clients in exchange for a lower rate. As former Judge Posner of the Seventh Circuit explained in *Economic Analysis of Law*:

A contingent fee must be higher than a fee for the same legal services paid as or after they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels client's debt to the lawyer) is much higher than in the case of conventional loans.

Graham v. DaimlerChrysler Corp., 34 Cal. 4th 553, 580 (2004) ("A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.") (citation omitted); *see also Connolly v. Harris Trust Co. of Ca.*, 309 F.3d 1234, 1243 (10th Cir. 2002) ("The contingent fee trial lawyer generally advances his own money to finance litigation. He enters his appearance before a court and does every task that the litigation requires, personally or through other attorneys he employs, from

with Class Counsel's work. (See Exhibit 3 (Bardo Declaration) at ¶4-¶16); and Exhibit 4 (Smith Declaration) at ¶4-¶12). Likewise, the federal court in Chicago routinely approves comparable rates for lawyers of similar or lesser experience. *See Reid v. Unilever U.S., Inc.*, 2015 U.S. Dist. LEXIS 75383, *49 (N.D. Ill. June 10, 2015) (approving \$520 per hour ten years ago for class counsel with over twenty years' experience); *see also Bigfoot 4x4, Inc. v. Individuals*, 2024 U.S. Dist. LEXIS 50301, *10-11 (N.D. Ill. Mar. 21, 2024) (\$800 per hour for attorney with "28 years' experience."); *Fields v. City of Chicago*, 2018 U.S. Dist. LEXIS 2 (N.D. Ill. 2018) (\$550 per hour seven years ago for attorney with 25 years' experience); *Apollo Petro. Sols., LLC v. Nano Gas Techs., Inc.*, 2022 U.S. Dist. LEXIS 151052, *6 (N.D. Ill. May 3, 2022) (finding three years ago \$553 per hour "lower than the average billing rate of both a partner practicing in Chicago, and a partner with 25-34 years of experience.").

drafting the complaint to making the closing argument. Having entered his appearance, he has no right to withdraw and his time commitment is not limited or flexible.”).

Multiplying counsel’s hourly rates by the number of hours incurred in this matter to date yields a fee award of \$228,820, substantially higher than the \$150,000 award proposed here pursuant to the Settlement. (Exhibit 2 (Keogh Decl.) at ¶16). And once again, this does not include the additional work Class Counsel must perform to complete the Settlement and obtain final approval, discussed above, for which counsel will receive no additional compensation. (*Id.* ¶18). Accordingly, although unnecessary, a lodestar analysis of just confirms the proposed \$150,000 fee and cost award is reasonable.⁶

D. Class Counsel’s Out-of-Pocket Costs Further Support the Award.

The reasonableness of the award is also demonstrated by the fact it does not just cover Class Counsel’s fees, but also their out-of-pocket litigation costs, as expressly provided by BIPA. *See Rosenbach*, 2019 IL 123186, ¶36 (part of the General Assembly’s strategy with BIPA is to provide for recovery of “attorney fees, and litigation expenses” in enforcing BIPA’s requirements and vindicating citizens’ BIPA rights).

⁶ It does not matter that the fee and cost award is slightly higher than the total class recovery. *See Thomas v. Weatherguard Constr. Co.*, 2018 IL App (1st) 171238, ¶74 (affirming fee award of \$178,449.97 in fees on a recovery of \$9,226.52, holding “the fact that the amount of the fees sought exceeds the client’s recovery, even by a large margin, does not, standing alone, justify rejection of the amount sought.”). Indeed, to encourage able counsel to take BIPA cases, as the General Assembly intended, it is critical they be paid fees commensurate with those they could obtain by taking other types of cases. *See Zagorski v. Midwest Billing Servs., Inc.*, 128 F.3d 1164, 1167 (7th Cir. 1997) (FDCPA case) (“in order to encourage able counsel to undertake [fee-shifting] cases, as congress intended, it is necessary that counsel be awarded fees commensurate with those which they could obtain by taking other types of cases.”) (brackets added, citation omitted). Conversely, “[p]aying counsel in [statutory] cases at rates lower than those they can obtain in the marketplace is inconsistent with the congressional desire to enforce the [statute] through private actions, and therefore misapplies the law.” *Tolentino*, 46 F.3d at 653 (FDCPA case) (citing *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 562–63 (7th Cir. 1994) (brackets added)).

The out-of-pocket costs Class Counsel incurred total \$7,247.49. (Exhibit 2 (Keogh Decl. at ¶17). They exclusively consist of payments to third parties specifically needed for the case, and thus are recoverable. *Johnson v. Thomas*, 342 Ill. App. 3d 382, 402 (1st Dist. 2003) (“services for which special payment is made to third parties are treated as independently recoverable costs of litigation,” including, but not limited to, “filing fees” and “messenger” fees).⁷

Accordingly, the fact the proposed award aims to compensate Class Counsel not only for the substantial fees incurred (which already greatly exceed \$150,000), but also their out-of-pocket costs, further demonstrates the award’s reasonableness.

In sum, the \$150,000 award sought to satisfy Plaintiff’s and the Class’s right to recover attorneys’ fees and costs under BIPA, in addition to the class recovery, should be approved.

IV. The Proposed Class Representative Incentive Payment Should Be Approved.

Under the Settlement, NNR agreed to pay a class representative incentive award not to exceed \$5,000, and Settlement Class Members are being given notice of the same. (*See* Mot. for Prelim. Approval at *Appendix 1*, Ex. 1 (Mail Notice), p.2; and *id.* at Ex. 2 (Web Notice), §7).

Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff’s enforcement of the law on their behalf). *See, e.g., In re Southwest Airlines Voucher Litig.*, 2013 U.S. Dist. LEXIS 120735, *31 (N.D. Ill. Aug. 26, 2013) (recognizing the propriety and amount of the incentive award turns in part on “the actions the plaintiff has taken to protect the interests of the class” and “degree to which the class has benefitted from those actions”) (citing *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (“a named plaintiff is an essential ingredient of any class action ...”)).

⁷ The expenses include: (i) the \$399.21 case filing fee; (ii) \$71.00 service of process fee; (iii) \$8.53 third-party subpoena certified mail service fee; and (iv) \$6,768.75 JAMS mediation fee. (*Id.*).

Plaintiff's role in this litigation was crucial. He is the only person who stepped up to bring suit and, though no award of any sort was promised to him prior to the filing of this case or thereafter, he nevertheless sacrificed his time to prosecute this case on behalf of the other class members who used NNR's timekeeping system, exhibiting a willingness to participate in and undertake the responsibilities and risks attendant with bringing a class action. Plaintiff assisted his counsel in investigating the Settlement Class's BIPA claims, provided information to his attorneys to aid in preparing complaint, reviewed and approved the complaint prior to filing, answered NNR's interrogatories and requests for documents, worked with his counsel to assist them in supplementing those responses pursuant to the parties' extensive 201(k) proceedings, repeatedly provided information for various purposes including to answer NNR's written discovery, and worked with his counsel in connection with the mediation. (*See Exhibit 2* (Keogh Decl.) at ¶20). Further, Plaintiff regularly consulted with Class Counsel, stayed abreast of the proceedings throughout the litigation, and reviewed and approved the Settlement Agreement that led to the resolution of this case. (*Id.*). Because the substantial benefits that Settlement Class Members stand to receive under the Settlement would not exist but for Plaintiff's contributions and efforts, Class Counsel submits that the \$5,000 service award is reasonable and appropriate.

Indeed it is patently reasonable when compared to incentive awards granted in other BIPA cases. *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (awarding \$12,500 incentive award to BIPA class representative); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-4079 (Cir. Ct. Cook Cnty. Aug. 22, 2023) (awarding \$10,000 service award to BIPA class representative); *Dixon v. Wash. & Jane Smith Cmty.*, No. 1:17-cv-08033 (N.D. Ill., Aug. 20, 2019), ECF No. 103 (same); *Preliceanu*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same);

Roach v. Walmart Inc. No. 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same); *Gumm v. Vonachen Servs., Inc.*, No. 2021-CH-05166 (Cir. Ct. Cook Cnty. Aug. 26, 2024) (awarding \$7,500 incentive award to multiple BIPA class representatives); *Marquez v. Bobak Sausage Co.*, No. 2020-CH-4259 (Cir. Ct. Cook Cnty. Aug. 21, 2023) (same).

Finally, once again, the proposed incentive award is also reasonable because it will not affect the class recovery, as NNR agreed to pay the award approved by the Court in addition to the class recovery. (See Mot. for Prelim. Approval at *Appendix 1* (Settlement Agreement), ¶51.a).

Conclusion

The \$150,000 fee and cost award and \$5,000 class representative incentive award amounts are well-earned because the relief Plaintiff and Class Counsel recovered for the Settlement Class is outstanding, the requested fee and cost award is substantially less than the fees and costs Class Counsel actually incurred and otherwise reasonable, the incentive award is consistent with incentive payments approved in BIPA cases and otherwise reasonable, and the awards will not affect Settlement Class Members' recovery.

Accordingly, the requested \$150,000 fee and cost award, and \$5,000 incentive award, should be approved in connection with granting final approval of the Settlement in this matter.

Dated: July 11, 2025

Respectfully submitted,

By: s/ Michael S. Hilicki

Keith J. Keogh

Michael S. Hilicki

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Class Counsel

EXHIBIT 1

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FELIPE ORTEGA, individually and on behalf of others similarly situated,)	
)	
)	
Plaintiff,)	Case No. 21 CH 06337
v.)	
)	
NNR GLOBAL LOGISTICS USA, INC.)	
)	
Defendant.)	

**ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN**

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of the proposed class action settlement (the "Settlement"). This case was brought by plaintiff Felipe Ortega ("Plaintiff"), individually and on behalf of all others similarly situated, against Defendant NNR Global Logistics USA, Inc. ("NNR"). Based on this Court's review of the Settlement Agreement ("Agreement"), Plaintiff's Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over this case along with the Parties and all persons in the Settlement Class.
3. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and supervised by a well-qualified JAMS mediator, the Honorable James Epstein (Ret.); and (c) the

proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

4. Class Certification for Settlement Purposes Only. The Court, pursuant to 735 ILCS 5/2-801, and for purposes of this Settlement only, certifies the following Settlement Class:

All individuals who scanned their hands on a hand-scan time clock while employed by or working at an NNR facility in Illinois between December 21, 2016, and the date of this order and who did not first sign a consent form relating to the same.

5. In connection with granting class certification for settlement purposes only, the Court makes the following preliminary findings:

(a) The Settlement Class includes 164 members, and thus the class is so numerous joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved, including, but not limited to, whether NNR captured, collected, and/or obtained the Settlement Class Members' alleged biometric identifiers or biometric information in connection with its use of a hand-scan time clock and whether NNR was required to or maintained a publicly-available retention schedule and guidelines for permanently destroying the alleged biometric identifiers or biometric information allegedly in its possession, and these questions appear to predominate over any alleged individual questions;

(c) Plaintiff and his counsel are adequate to represent the class. Plaintiff appears to have the same interests as the Settlement Class, he does not have any apparent conflict of interest with the Settlement Class, and his attorneys have extensive experience litigating class action cases, including class actions under BIPA; and

(d) Certification of the Settlement Class for settlement purposes is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

(e) NNR retains all rights to object to the propriety of class certification in this Action and in all other contexts and for all other purposes should the Settlement not be finally approved. If the Settlement is not finally approved and this Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

6. Class Representative. For settlement purposes only, the Court appoints Plaintiff Felipe Ortega as representative of the Settlement Class.

7. Class Counsel. For settlement purposes only, the Court appoints Keith J. Keogh and Michael S. Hilicki as Class Counsel.

8. Settlement Claims Administrator. Analytics Consulting, LLC is hereby appointed as the Settlement Administrator. The Settlement Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

9. Class Notice. The Settlement Administrator shall provide Notice via First Class Mail and via a settlement website in accordance with the Agreement. The Notice Plan, in form, method and content, comports with due process and constitutes the best notice practicable under the circumstances.

10. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class

member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

11. Settlement Administrator to Maintain Records. The Settlement Administrator shall maintain copies of all objections, and opt-outs received. The Settlement Administrator shall provide copies of all objections and opt-outs to the parties.

12. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes any objection to be considered, must file a written notice of objection in accordance with the Notice, the Agreement, and this Order. To be considered, the objection: (A) must be personally signed by the objecting class member, (B) it must include (i) the class member's full name, current address, email address, and current telephone number; (ii) the case name and number of this case; (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of their position, and (vi) the identification of any other objections the objecting Settlement Class Member has filed or has had filed on his/her behalf, in any other class action cases in the last five years, and (C) it must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated below. Objections that are untimely or do not include the required information above shall be deemed waived.

13. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear in at the Final Approval Hearing, but may do so by filing a notice of

intention to appear in accordance with the Notice, the Agreement, and this Order by no later than the Opt-Out and Objection deadline below.

14. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or exhibits to the Agreement they agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class,

15. Final Approval Hearing. At the date and time provided below, or at such other date and time later the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, (b) Class Counsel's application for an award of attorneys' fees and expenses, and a service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held in Courtroom 2102 of the Circuit Court of Cook County, Richard J. Daley Center, Illinois, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

16. Release of Claims. Final approval of the Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasing Settlement Class Members in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims, which are set forth in greater detail in the Agreement, will be binding on, and have res judicata

preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Court specifically approves the release of claims set forth in the Agreement.

17. All Settlement Class Members who do not timely and validly opt out will be bound by all determinations and judgments concerning the Settlement.

18. Pending final determination of whether the Settlement and Agreement should be approved, all pre-trial proceedings in the Action, other than those relating to the Settlement, will remain stayed.

19. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability of wrongdoing by NNR or any Released Party, or the truth of any of the claims asserted. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this order, and the Final Approval Order. Plaintiff shall

file his motion in support of Class Counsel's application for attorneys' fees and expenses, and any incentive award, no later than the Notice Deadline below.

20. Plaintiff shall file his: (a) motion in support of final approval of the Settlement; (b) response to any objections to the Settlement, no later than the date stated for the same in the Schedule of Events below.

21. Schedule of Events. Based on the foregoing, the Court hereby orders the resolution of this matter shall proceed on the following schedule:

June 24, 2025	Defendant to provide class list to claims administrator.
July 11, 2025	Deadline for the Settlement Administrator to send Notice to the Settlement Class in accordance with the Agreement and this Order (Notice Deadline)
July 11, 2025	Deadline for Plaintiff to file his motion for attorneys' fees and expenses, and any incentive award
August 25, 2025	Deadline for any member of the Settlement Class to request exclusion from the Settlement or object to the Settlement in accordance with the Notice and this Order (Opt-Out and Objection Deadline), and file any Notice of Intention to Appear at the Final Approval Hearing
September 16, 2025	Deadline for Plaintiff to file: (1) Motion and memorandum in support of final approval, including proof of class notice; and (2) Response to any objections.
September 30, 2025 at 10:30 a.m.	Final Approval Hearing

IT IS SO ORDERED.

Dated: June _____, 2025

JUDGE DAVID B. ATKINS



JUN 10 2025
Circuit Court-1879
The Honorable David B. Atkins

EXHIBIT 2

briefed, with Plaintiff filing an opposition and, later, a motion to supplement his opposition with new developments that had arisen during the motion's pendency, which was granted. The Court granted the motion to stay in part, allowing Plaintiff to conduct limited discovery despite the stay.

6. Subsequently, after the Supreme Court resolved *Cothron* and *Tims*, and denied review for *Marion*, we moved to lift the stay. NNR opposed the motion but the Court granted it, lifted the stay, and directed NNR to answer or otherwise plead.

7. NNR responded to the complaint by filing a comprehensive motion to dismiss arguing: (1) Plaintiff lacked "standing" to enforce his BIPA rights; (2) Plaintiff allegedly sought a double recovery because he could have obtained relief in an unrelated case against ADP; (3) Plaintiff's claim was barred by the doctrine of laches; (4) Plaintiff allegedly consented to the collection and use of his biometric data, and allegedly assumed the risk of NNR violating his privacy; and (5) Plaintiff allegedly failed to plead sufficient facts to establish NNR's BIPA violations were negligent, reckless, or caused harm. We drafted and filed a brief in opposition, and then later moved to file a sur-reply to new matter NNR raised in its reply, as well as a motion to file supplemental authority, both of which the Court granted. Subsequently the Court took argument on the motion to dismiss and denied the motion in its entirety.

8. NNR answered, but in doing so raised fifteen defenses we determined to contradict Illinois Supreme Court authority, repeat motion-to-dismiss arguments the Court had already rejected, rely on a putative release of claims in an unrelated case, and contain no or insufficient supporting facts. Accordingly, to avoid having to conduct and subject Plaintiff to wide-ranging discovery on these matters, we moved to strike the defenses, which was also fully briefed and argued. The Court largely granted motion, striking thirteen of NNR's fifteen defenses.

9. During the proceedings on the motion to strike, the parties resumed discovery, exchanging and answering numerous interrogatories and requests for production, and producing

documents. In addition, Plaintiff conducted third-party discovery, subpoenaing the clock maker ADP for information needed to show how the clock captured users hand data.

10. Disputes arose on both sides as to the sufficiency of the parties' discovery responses, prompting numerous, lengthy 201(k) conferences, as well as the preparation and production of supplemental written discovery responses by both sides. However, NNR's production remained insufficient, necessitating us drafting and filing a motion to compel, which was fully briefed and argued. The Court largely granted the motion, and also granted the subsequent motion to set deadlines for NNR to comply with the Court's discovery ruling that NNR forced us to file because of difficulties getting NNR to agree to a deadline on its own.

11. Thereafter the parties agreed to take the case to mediation. The parties prepared and exchanged detailed mediation memoranda and, in January 2025, conducted a full-day mediation at JAMS with Judge James Epstein (ret.). The mediation resulted in an agreement on major terms for settlement, with the details to be worked out in the settlement documents.

12. Our office then drafted a detailed settlement agreement, proposed class mail notice, proposed class website notice, and the proposed preliminary and final approval orders. Months of negotiations followed, with the parties revising and exchanging several drafts of the foregoing documents, the finals of which resulted in the Settlement Agreement filed with the Court here. Finally, we drafted a detailed motion for preliminary approval of the settlement, prepared for the preliminary approval hearing, and the instant motion to approve the attorneys' fees, costs, and incentive awards to be paid in addition to the class relief.

13. Under the Settlement, NNR will pay \$128,740.00 into a Settlement Fund for the 164-person Settlement Class. No part of the Settlement Fund will revert to NNR, and class members are not required to submit a claim or take any action to receive compensation. Likewise, no deduction from the Settlement Fund will be taken to pay notice or settlement administration

costs, or the court-approved attorneys' fees, expense, or class representative incentive awards, because NNR agreed to pay those amounts *in addition* to the class Settlement Fund.

14. All told, this Settlement provides the Settlement Class with a significant portion of the liquidated damages available under BIPA and, if approved, will provide each class member a net recovery of at least \$785 which, as demonstrated in our preliminary approval motion, is an excellent result compared to many settlements that provide gross recovery of a lesser or similar sum, then reduce it to cover the costs of notice and administration, and the attorneys' fee, expense, and class representative incentive awards.

15. At all times, the settlement negotiations were highly-adversarial and non-collusive, and the parties have not entered into any side-deals or separate agreements in connection with the Settlement Agreement.

16. Based on the detailed computerized time records my firm has maintained regarding the work performed in this matter, to date my firm has incurred attorneys' fees in the amount of \$228,820. This figure consists of 56.2 hours I billed to this matter as lead counsel at my hourly rate of \$700, and the 315.8 hours my co-counsel Michael S. Hilicki billed at his hourly rate of \$600. Thus, total fees my firm incurred to date are calculated as follows:

<u>Attorney</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Keith J. Keogh	56.2	\$700/hr.	\$39,340
Michael S. Hilicki	315.8	\$600/hr.	\$189,480
	Total: 372		<u>Grand Total</u> : \$228,820

17. My firm also incurred out-of-pocket costs for this matter in the amount of \$7,247.49. These costs break down as follows: (a) the \$399.21 case filing fee; (b) \$71.00 service of process fee; (c) \$8.53 third-party subpoena certified mail service fee; and (d) \$6,768.75 JAMS

mediation fee. Thus, the total fees and costs Class Counsel incurred to date for the Class in this matter is \$236,067.49, significantly higher than the \$150,000 fee and cost award allowed under the Settlement.

18. Significantly, this total does not include the additional attorney time my firm will need to incur to finalize the Settlement, including supervising the issuance of notice, answering class member inquiries, working with the Settlement Administrator to prepare the report to the Court regarding the results of the notice campaign, drafting detailed moving papers in support of final approval as ordered by the Court, and preparing for and participating in the final approval hearing. My firm will receive no additional compensation for this work.

19. Based on the foregoing, I believe the \$150,000 total fee and cost award sought, which will not affect the class recovery here because NNR agreed to pay the fee and cost award *in addition* to the class recovery, is more than reasonable.

20. I likewise believe the requested incentive award to Plaintiff is reasonable. Plaintiff played a key role in prosecuting this case and securing the proposed Settlement on behalf of the proposed Settlement Class. Specifically, he retained experienced counsel class action litigators to bring this action and represent him and the class in it, assisted us in investigating the Settlement Class's BIPA claims, reviewed and approved the complaint prior to filing, repeatedly provided information to assist us and answer discovery, reliably responded to our requests for information and provided input on the case, regularly followed up with us and conferred with us about the case status, worked with us in connection with the mediation, and reviewed and approved the Settlement prior to signing it.

21. Finally, compared to the cases cited in Plaintiff's and the Class's Motion for An Award of Attorneys' Fees and Costs and Incentive Award, the proposed \$5,000 incentive award amount is consistent with the range of incentive awards commonly granted in BIPA class cases.

Class Counsel's Experience

22. Keogh Law, Ltd. consists of five attorneys and focuses on class actions. I am a shareholder of the firm and member of the bars of the United States Supreme Court, Court of Appeals for the First, Second, Third, Fifth, Seventh, Ninth and Eleventh Circuits, Eastern District of Wisconsin, Northern District of Illinois, Central District of Illinois, Southern District of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar (since May 1999), and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

23. In 2015, the National Association of Consumer Advocates honored me as the Consumer Attorney of the Year for my work in courts and with the FCC insuring the safeguards of the TCPA were maintained.

24. As shown below, my firm has regularly engaged in major complex litigation and class actions involving statutory privacy claims. My firm has the resources necessary to conduct litigation of this nature, and has experience prosecuting class actions of similar size, scope, and complexity to the instant case. Additionally, I have often served as class counsel in similar cases.

25. For instance, my firm has been appointed class counsel in many class actions involving claims under BIPA. Those cases include: *Hirmer v. ESO Sols., Inc.*, 22-cv-1018 (N.D. Ill. Jan. 14, 2025); *Jessi Gumm and Anastasia Rodriguez v. Vonachen Servs., Inc.*, 2019 CH 12773 (Cir. Ct. Cook Cnty. August 26, 2024); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750, ECF No. 66 (S.D. Ill. July 11, 2024); *Svoboda, et al. v. Amazon.com, Inc., et al.*, 1:21-cv-05336, ECF No. 291 (N.D. Ill. March 30, 2024); *Bayeg v. The Admiral at the Lake*, 2019 CH 08828 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty. April 7, 2023); *Quarles v.*

Pret A Manger (USA) Ltd., 20-cv-7179, ECF No. 46 (N.D. Ill. Jan 18, 2022); *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185, ECF No. 78 (C.D. Ill. March 22, 2022); and *Tran v. Simple Labs, LLC*, 2019 CH 07937 (Cir. Ct. Cook Cnty.). My firm has also litigated numerous other putative class actions arising under BIPA, including *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Svoboda v. Frames for America, Inc.*, 1:21-cv-05509 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Ortega v. The Expediting Co., Inc.*, 2021 CH 00969 (Cir. Ct. Cook Cnty.); *Fells v. Carl Buddig & Co.*, 2021 CH 00508 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.); *Turner v. Crothall Healthcare, Inc.*, 1:20-cv-03026 (N.D. Ill.); *McFerren, et al. v. World Class Distribution, Inc.*, 1:20-cv-02912 (N.D. Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Barton v. Swan Surfaces, LLC*, 3:20-cv-00499-SPM (S.D. Ill.); *Wells v. Medieval Times U.S.A., Inc.*, 2020 CH 06658 (Cir. Ct. Cook Cnty.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Gumm v. Vonachen Servs., Inc.*, 2020 CH 00139 (Cir. Ct. Peoria Cnty., Ill.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.).

26. My firm has also served as class counsel in some of the largest all-cash privacy class actions under FACTA in history, including the \$30.9 million settlement in *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Mar. 11, 2019), which I understand to be the largest all-cash FACTA settlement in history. The others include *Richardson v. IKEA N. America Servs., LLC*, 2021 CH 5392 (Cir. Ct. Cook Cnty., Ill.) (\$24.25 million); *Martin v. Safeway, Inc.*, 2020 CH

5480 (Cir. Ct. Cook Cnty., Ill.) (\$20 million); *Legg v. Laboratory Corp. of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla. Feb. 18, 2016) (\$11 million); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla. Aug. 2, 2016) (\$7.5 million); and *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021) (\$6.3 million).

27. Other successful privacy class actions in which my firm has served as class counsel include *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla., Oct. 27, 2017); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008); *Harris v. Best Buy Co.*, 254 F.R.D. 82 (N.D. Ill. 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008); *Harris v. Circuit City Stores, Inc.*, No. 07 C 2512, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. Feb. 7, 2008); and *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008).

28. My firm also was class counsel in two of the largest Telephone Consumer Protection Act (“TCPA”) settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (\$45 million settlement) and *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (\$75 million settlement).

29. The firm was lead or class counsel in the following consumer class settlements: *Breda v. Celco Partnership, et al.*, 16-cv-11512-DJC (D. Mass. Nov. 18, 2021); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020); *Cranor v.*

The Zack Group, Inc., No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019); *Detter v. KeyBank, N.A.*, No. 16-cv-10036 (Jackson Ctny., Mo. July 12, 2019) (FCRA); *Leung v XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018); *Martinez v. Medicredit*, 4:16CV01138 ERW (E.D. Mo. 2018); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. N.J. 2018); *Legg v. Am. Eagle Outfitters*, 2017 U.S. Dist. LEXIS 147645 (S.D.N.Y. Sept. 8, 2017), *aff'd* 923 F.3d 85 (2d Cir. 2019); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.); *Ossola v Amex* 1:13-cv-04836 (N.D. Ill. 2016); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fla.); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fl.); *Thomas v Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood); *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fla. Judge Merryday); *Curnal v. LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Ill. Judge Berrones); *Osada v. Experian*

Info. Solutions, Inc., 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill. Judge Rowland); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill.); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v. Rothenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann); *Whiting v. SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann); *Whiting v. GoIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann).

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

31. Keogh Law was appointed class counsel in *Keim v. ADF MidAtlantic, LLC*, 328 F.R.D. 668 (S.D. Fla. 2018) (TCPA); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist.

LEXIS 166345 (S.D. Ind. Sept. 26, 2018) (FACTA); *Braver v. Northstar Alarm Services, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (TCPA); *Altman v. White House Black Mkt., Inc.*, 2017 U.S. Dist. LEXIS 221939 (N.D. Ga. Oct. 25, 2017), *aff'd*, 2018 U.S. Dist. LEXIS 169828 (N.D. Ga. Feb. 12, 2018) (FACTA); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *In Re Convergent Outsourcing, Inc. Tel. Cons. Prot. Act Litig.*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead) (TCPA); *Stahl v. RMK Mgmt. Corp.*, 2015-CH-13459 (Cir. Ct. Cook Cty.) (landlord/tenant under Chicago RLTO); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559, 2008 U.S. Dist. LEXIS 22166 (N.D. Ill. Mar. 20, 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008)(FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. 2008) (FACTA); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA).

32. Some reported cases of the firm include: *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Bayeg v. Admiral at the Lake*, 2024 IL App (1st) 231141 (2024); *Southam v. Red Wing Shoe Co.*, 343 So. 3d 106 (Fla. 4th Dist. Ct. of Appeals 2022); *Cranor v. 5 Star Nutrition, L.L.C.*, 998 F.3d 686 (5th Cir. 2021); *Gadelhak v. AT&T Servs.*, 950 F.3d 458 (7th Cir. 2020); *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir.

2016); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v Absolute Collection Agency*, 741 F.3d 487 (4th 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v. Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services consolidated with Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007); *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N.D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d

809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

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

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

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

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.

- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.

- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- p. Speaker at the Social Security Administration's Chicago office in August 2013 on a presentation on identity theft, which included consumers' rights under the Fair Credit Reporting Act.
- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled "The Shifting Landscape of Class Litigation" as well as for the March 20, 2013 Strafford CLE webinar titled "Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology."
- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic "Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action."
- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the

same 2011 National Consumer Law Center conference for a double session titled ABC's of Class Actions.

- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: "Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty."

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

Michael S. Hilicki

37. In 2014, Michael Hilicki joined the firm. Admitted to Illinois in November, 1994, he has spent nearly all of his approximately thirty-year legal career helping consumers and workers subjected to unfair and deceptive business practices, unpaid wage practices, and violations of their privacy rights. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Credit Reporting Act (particularly FACTA), Illinois Biometric Information Privacy Act (BIPA), Fair Debt Collection Practices Act, Truth-in-Lending Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of litigation, including arbitrations, trials and appeals.

38. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Ctny., Ill.); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Mar. 1, 2022); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Ctny., May 24, 2021); *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021); *Goel v. Stonebridge of Arlington Heights, et al.*, 2018 CH 11015 (Cir. Ct. Cook Cty.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.), *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T.*

Rosso, P.A., 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

39. Michael also has successfully argued a number of appeals, including *Thompson v. Air Force & Army Exchange Serv.*, 125 F.4th 831 (7th Cir. 2025); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

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

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

Timothy J. Sostrin

42. Timothy J. Sostrin is a partner with the firm joining in 2011. He is a member in good standing of the Illinois Bar, the U.S. District Court District of Colorado, U.S. District Court

Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

43. Timothy J. Sostrin has represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim's representative cases include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (argued); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015) (argued); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012) (denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013) (denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associate*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying

defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim).

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

Theodore H. Kuyper

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

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

47. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Morgan v. Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); *Buja v. Novation Capital, LLC*, No.

9:15-cv-81002-KAM (S.D. Fla.); and *Detter v. Keybank, N.A.*, No. 1616-CV10036 (Circuit Ct. of Jackson County, Missouri).

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

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

Gregg M. Barbakoff

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

51. Gregg graduated *magna cum laude* from the Chicago-Kent College of Law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and

served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

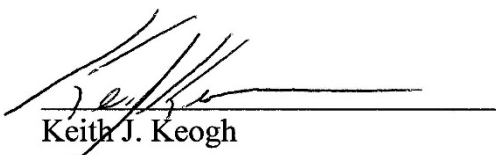
52. Gregg has been named an Illinois Rising Star and/or Super Lawyer by *Superlawyers* Magazine each year since 2015, and was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District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

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

54. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Quarles v. Pret A Manger (USA) Ltd.*, 20-cv-7179 (N.D. Ill.); *Sherman v. Brandt Industries USA Ltd.*, 20-cv-1185 (C.D. Ill.); *Hanlon ex rel. G.T. v. Samsung Elecs. Am., Inc.*, 1:21-cv-04976 (N.D. Ill.); *Steinberg v. Charles Indus., L.L.C.*, 2021 CH 01793 (Cir. Ct. Cook Cnty.); *Mathews v. Brightstar US, LLC*, 2021 CH 00167 (Cir. Ct. Lake Cnty.); *Roberts v. Graphic Packaging Int'l, LLC*, 3:21-cv-00750 (S.D. Ill.); *Willem v. Karpinske Enters., L.L.C.*, 2021 CH 00031 (Cir. Ct. Jo Daviess Cnty., Ill.); *Shafer v. Rodebrad Mgmt. Co., Inc.*, 2021 CH 00008 (Cir. Ct. Montgomery Cnty., Ill.); *Roberts v. TDS Servs., Inc.*, 2021 CH 00005 (Cir. Ct. Washington Cnty., Ill.); *Stein v. Clarifai, Inc.*, 1:20-cv-01937 (N.D. Ill.); *Young v. Van Ru Credit Corp.*, 2020 CH 04303 (Cir. Ct. Cook Cnty.); *Marquez v. Bobak Sausage Co.*, 2020 CH 04259 (Cir. Ct. Cook Cnty.); *Isychko v. Jidd Motors, Inc.*, 2020 CH 04244 (Cir. Ct. Cook Cnty.); *Heidelberg v. Forman Mills Inc.*, 2020 CH 04079 (Cir. Ct. Cook Cnty.); *Hirmer v. Elite Med. Transp., LLC*, 2020 CH 04069 (Cir. Ct. Cook Cnty.); *Magner v. SMS-NA, LLC*, 2020 CH 00520 (Cir. Ct. Cook Cnty.); *Bayeg v. Eden Mgmt., LLC*, 2019 CH 08821 (Cir. Ct. Cook Cnty.); *Roberts*

v. TIAA, FSB (Case No. 2019 CH 04089 (Cir. Ct. Cook County); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus*, 2015CA010910 (Cr. Ct. Palm Beach County); *Ciolini v. Seterus*, 15-cv-09427 (N.D. Ill.); *Mednick v. Precor Inc.*, 14-cv-03624 (N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.*, 14-cv-00949 (N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc*, 14-cv-501 (N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC*, 14-cv-943 (N.D. Ill.); *Mullins v. Direct Digital*, 13-cv-01829 (N.D. Ill.); *In Re Prescription Pads TCPA Litig.*, 13-cv-06897 (N.D. Ill); *Townsend v. Sterling*, 13-cv-3903 (N.D. Ill); *Windows Plus, Incorporated v. Door Control Services, Inc.*, 13-cv-07072 (N.D. Ill); *In re Energizer Sunscreen Litig.*, 13-cv-00131 (N.D. Ill.); *Padilla v. DISH Network LLC*, 12-cv-07350 (N.D. Ill.).

Executed in Chicago, Illinois, on July 10, 2025.



Keith J. Keogh

EXHIBIT 3

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

Felipe Ortega, individually and on behalf of all
others similarity situated,

Plaintiff,

v.

NNR Logistics USA, Inc,

Defendant

Case No. 2021 CH 6337

Judge Atkins

**DECLARATION OF STACY BARDO IN SUPPORT OF PLAINTIFF'S AND THE CLASS'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES**

I, Stacy M. Bardo, declare as follows:

1. I am a member in good standing of the following courts:

- Supreme Court of Illinois - November 9, 2000
- U.S. District Court, Northern District of Illinois - December 21, 2000
- U.S. Court of Appeals, Seventh Circuit - December 23, 2003
- U.S. District Court, Eastern District of Wisconsin - December 12, 2007
- U.S. District Court, Northern District of Indiana - September 18, 2008
- U.S. District Court, Western District of Michigan – March 2, 2016
- U.S. Court of Appeals, Ninth Circuit – June 19, 2018
- U.S. District Court, Western District of Wisconsin – May 30, 2019

2. I was employed as an attorney at the Consumer Advocacy Center, P.C. from November of 2000 to September of 2015, at which point I left the firm to establish my own consumer law firm, Bardo Law, P.C., based in Chicago.

3. I am a May 2000 graduate of Loyola University Chicago School of Law and a June 1997 graduate of Northwestern University.

4. I have nearly twenty-five years of experience advocating on behalf of consumers and have been principally involved in nearly a thousand actions involving credit reporting, debt collection, debt defense, identity theft, consumer fraud and deceptive sales, warranty breaches, automobile financing, automotive repair, repossession, odometer fraud complaints, mortgage servicing breaches, violations of state law, and violations of the federal Fair Credit Reporting, Truth in Lending, Telephone Consumer Protection, Fair Debt Collection Practices, Electronic Funds Transfer, Fair Labor Standards, and Real Estate Settlement Procedures Acts.

5. I have been appointed class counsel in multiple national and statewide class actions certified in Illinois, New York, California, Michigan, Minnesota, and Washington State, including but not limited to the following reported decisions: *Sanders v. OSI Educ. Servs.*, 2001 U.S. Dist. LEXIS 12578 (N.D. Ill. Aug. 3, 2001); *Kort v. Diversified Collections Servs., Inc.*, 2001 U.S. Dist. LEXIS 20988 (Dec. 17, 2001); *McCabe v. Crawford & Co.*, 210 F.R.D. 631 (N.D. Ill. 2002); *Weniger v. Arrow Fin. Servs., LLC*, 2004 U.S. Dist. LEXIS 26248 (N.D. Ill. Dec. 21, 2004); *Ayzelman v. Statewide Credit Servs. Corp.*, 238 F.R.D. 358 (E.D.N.Y. 2006); *Burns v. First Am. Bank*, 2006 U.S. Dist. LEXIS 92159 (N.D. Ill. Dec. 19, 2006); *Flores v. Diamond Bank*, 2008 U.S. Dist. LEXIS 91097 (N.D. Ill. Nov. 7, 2008); *Subedi v. Merchant*, 2010 U.S. Dist. LEXIS 48190 (N.D. Ill. May 17, 2010); *Rogers v. Khatra Petro, Inc.*, 2010 U.S. Dist. LEXIS 103599 (N.D. Ind. Sept. 29, 2010); *Nash v. CVS Caremark Corp.*, 2011 U.S. Dist. LEXIS 145053 (D. R.I. Dec. 9, 2011); *Bergman v. Kindred Healthcare, Inc.*, 949 F. Supp. 2d 852 (N.D. Ill. June 11, 2013); *Date v. Sony Electronics*, 2013 U.S. Dist. LEXIS 108095 (E.D. Mich. July 31, 2013); *Jonsson v. USCB, Inc.*, 2015 U.S. Dist. LEXIS 69934 (C.D. Cal. May 28, 2015); *In re Experian Data Breach Litigation*, No. SACV 15-01592 AG (DMFx), 2019 U.S. Dist. LEXIS 81243 (C.D. Cal. May 10, 2019); *In re Hyundai & Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE, 2021 U.S. Dist. LEXIS 109343 (C.D. Cal. June 10, 2021). I am also one of the attorneys who represented various

plaintiffs in the *In re Chevrolet Bolt EV Battery Litigation*, 2:20-13256-TGB-CI, which is set for final approval of a class action settlement later this fall.

6. I am a member of the Trial Bar for the U.S. District Court for the Northern District of Illinois. In November of 2015, I was elected to a two-year term as Co-Chair to the Board of Directors for the National Association of Consumer Advocates (“NACA”), an organization of which I have been a member since 2000 and for which I served on the Board from 2012-2018. I currently sit on the Steering Committee for Educational Programming as a joint project between NACA and the National Consumer Law Center and on NACA’s Nominating Committee. I am also a more than twenty-year member of the Illinois State Bar Association and the Chicago Bar Association. At the Chicago Bar Association, I served for several years as Vice Chair and Legislative Liaison of the Consumer Law Committee. I am the past Vice President and Secretary of the Professionals Board for CARPLS, a Chicago-area free legal services hotline. I was also selected as a mentor to the Consumer Law working group of the Justice Entrepreneurs Project, sponsored by the Chicago Bar Foundation.

7. I routinely speak on various consumer law topics and have been an invited speaker at CLE events hosted by PLI, IICLE, the Illinois Creditors’ Bar Association, the Chicago Bar Association, the National Association of Consumer Advocates, and the National Consumer Law Center. I have presented annually at the National Consumer Law Center’s Fair Debt Collection Practices Act Conference and the National Association of Consumer Advocates’ Auto Fraud/Credit Reporting biennial conferences. A sampling of my presentations include: October 2007, Chicago Bar Association - *New Lawyer Tool Kit - Potential Consumer Law Causes of Action*; May 2008, National Association of Consumer Advocates - *How to Avoid Auto Arbitration*; February 2009 - National Consumer Law Center - *FDCPA Fundamentals*; May 2010 - National Association of Consumer Advocates - *Defending and Attacking Auto Repossessions*; February

2011 - Chicago Bar Association - *Practice Tracks: Consumer Law and Class Action Litigation*;
 March 2011 - National Consumer Law Center - *Statute of Limitations and Choice of Law Rules*;
 February 2012 - National Consumer Law Center - *FDCPA Practice & Litigation: Errors to Avoid in an FDCPA Practice*; April 2012 - Illinois Institute for Continuing Legal Education - *First Steps for Clients Facing Default on Consumer Credit Cards*; March 2013 - National Consumer Law Center - *Debt Collectors' Defensive Strategies*; April 2013 - Chicago Bar Association - *Mortgage Foreclosure Law and Practice Update*; November 2013 - Illinois Creditors' Bar Association Seminar - *Collection Law Update*; March 2014 - National Consumer Law Center - *Debt Collectors' Defensive Strategies*; November 2014 - National Consumer Law Center - *How to Successfully Manage a New Consumer Law Practice...and Rookie Mistakes to Watch Out For*; March 2015 - National Consumer Law Center - *Ethics Panel*; October 2015 - Webinar Sponsored by the National Association of Consumer Advocates – *Pursuing Affirmative Consumer Claims in the Mortgage and Residential Landlord/Tenant Area*; March 2016 - National Consumer Law Center – *The Bona Fide Error Defense and Other Updates*; October 2016 – MYRA Talks - *Being Your Own Consumer Advocate: Credit, Collection & Auto Tips*; March 2017 - National Consumer Law Center - *FDCPA Training Seminar*; June 2017 – Mel & Co. - *Fair Credit Reporting & Consumer Law: Achieving Financial Independence For Women*; May 2018 – PLI – 23rd Annual Consumer Financial Services Institute – *What's Trending Now: Cutting Edge Consumer Financial Services Updates*; May 2019 – PLI – 24th Annual Consumer Financial Services Institute – *Consumer Advocates Speak*; June 2020 – National Association of Consumer Advocates – *Litigating TILA Claims*; August 2020 – PLI – *Representing the Pro Bono Client: Consumer Law Basics 2020*; December 2021 – National Consumer Law Center – *The ABCs of the Fair Debt Collection Practices Act*; May 2022 – National Association of Consumer Advocates Spring Training – *Handling Cases Post-Judgment*; November 2022 – National Consumer Law Center –

Standing Issues Post-Ramirez; May 2023 – Consumer Law Education Series Spring Training – *Staffing and Managing Your Firm for Success*; May 2023 – Perrin Conferences *Webinar*; November 2023 – Consumer Law Education Series, Consumer Rights Litigation Conference – *Introduction to Consumer Law*; May 2024 – Consumer Law Education Series Spring Training – *Navigating the FDCPA in State Court*; May 2025 – Consumer Law Education Series – *Deposition Strategies*.

8. I have been principally involved in hundreds of cases brought pursuant to consumer protection statutes and have had my requested hourly rate approved on numerous occasions.

9. My current hourly rate for contingent-based fee cases is \$610.00. My rate was adjusted from \$595.00 for 2023 work to \$610.00 for 2024-2025 work based upon CPI factors,¹ the rates charged by other consumer law attorneys in the Chicago market with similar years of experience,² and previous judicial approval of my hourly rates.

10. Most recently, the following courts have approved my requested hourly rates:

- *Thompson v. Wild 100s Customs, et al.*, No. 2021 L 066067 (Circuit Court of Cook County, Law Division, October 23, 2023 (approving attorney's fees on judgment by default motion at \$595.00 rate sought);
- *Scales v. Zuri Home Furniture*, No. 2021 M1 126885 (Circuit Court of Cook County, Municipal Department, February 9, 2023) (approving attorney's fees on judgment motion and over Defendant's objection at \$550.00 rate sought for 2022 work);
- *Rodriguez v. LRA Corp.*, No. 2021 CH 05734 (Circuit Court of Cook County, Chancery Department, December 16, 2022) (approving attorney's fees on judgment by default motion at \$550.00 rate sought);

¹ According to the CPI inflation calculator of the federal Bureau of Labor Statistics (bls.gov/data/inflation_calculator.htm), \$595.00 in July of 2023 had the same buying power as \$625.70 in July of 2025.

² The rates charged by Illinois consumer law attorneys, as reported in the annual Consumer Law Attorney Fee Survey Report, was \$536.00 back in 2015-2016 for a consumer attorney with 16-20 years of experience.

- *Alvarez v. Rainbow Auto Mart, Inc., et al.*, No. 18 M1 134885 (Circuit Court of Cook County, Municipal Department, January 20, 2022) (approving attorney's fees on judgment by default motion at \$525.00 rate sought);
- *In re Hyundai & Kia Engine Litigation*, No. 8:17-cv-00838-JLS-JDE, 2021 U.S. Dist. LEXIS 109343 (C.D. Cal. June 10, 2021) (approving fees at \$525.00 rate sought in settlement fee petition);
- *Brown v. Mountain Run Solutions, LLC*, No. 20 CV 7510 (N.D. Ill. March 9, 2021) (approving attorney's fees on judgment by default motion at \$550.00 rate);
- *Pietrzak v. Saul Ewing*, No. 18 CV 6314 (N.D. Ill. January 23, 2020) (approving \$45,000 fee award in FDCPA class settlement based upon a certification as to my \$525.00 hourly rate);
- *Brown v. Willis*, Case No. 17 M6 002098 (Circuit Court of Cook County, Municipal Department, January 24, 2018) (approving attorney's fees on judgment affidavit at \$500.00 hourly rate);
- *McCoy v. Core Allowance Group*, No. 16 C 9633 (N.D. Ill. January 23, 2017) (approving attorney's fees on motion for judgment by default at specified hourly rate of \$500.00);
- *Funderburk v. Wirbicki, et al.*, No. 13 C 4848 (N.D. Ill. February 17, 2016) (approving award of \$70,000 fee in class settlement at \$500.00 hourly rate);
- *Jonsson v. USCB, Inc.*, 2015 U.S. Dist. LEXIS 69934 (C.D. Cal. May 28, 2015) (approving award in class settlement at \$500.00 hourly rate).

11. In the Chicago-area market, consistently higher rates have been awarded. *See, e.g.*, \$520.00 per hour approved for attorney with over 20 years of experience back in 2015 (*Reid v. Unilever United States, Inc.*, No. 12 C 6058, 2015 U.S. Dist. LEXIS 75383 (N.D. Ill. June 10, 2015)) (CPI calculator indicates that, adjusting for inflation alone, the \$520.00 approved hourly rate has the buying power of \$657.71 today); 2017 fee decision noting market rates of \$600.00 per hour for attorney with 19 years of experience, \$500.00 per hour for attorney with 17 years of experience, and ultimately approving rates of \$595.00 and \$585.00 for veteran consumer law attorneys, one of whom served on NACA's Board of Directors with me (*West v. Credit Control Services*, No. 17 C 344, 2017 U.S. Dist. LEXIS 180813 (N.D. Ill. Oct. 30, 2017)).

12. The Laffey Matrix is another factor to consider. The current updated *Laffey* Matrix, found at laffeymatrix.com/see.html, provides for the following:

Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	*839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899

13. As these rates are for the Baltimore-Washington, D.C. area, a cost-of-living comparison reflects \$1,141.00 per hour in D.C. equates to approximately \$975.00 per hour in Chicago for an attorney with over 20 years of experience (given the 17.7% current cost of living difference between the two metro areas).

14. Based on my extensive experience litigating consumer rights cases and class actions in Chicago, I am very familiar with the market for consumer litigation services in Chicago. I have sought and been awarded attorneys' fees on many occasions.

15. I am also familiar with the work of the class attorneys in this case. I have known Messrs. Keogh and Hilicki professionally for decades, worked with them on a number of matters (Mr. Hilicki and I worked together daily at the Consumer Advocacy Center, P.C.), and it is my understanding both have practiced plaintiff's consumer protection and class action litigation for a number of years longer than I have.

16. Based on the foregoing, it is my opinion the hourly rates of Messrs. Keogh and Hilicki (\$700 and \$600 respectively) are reasonable and consistent with the Chicago market for attorneys of comparable experience and skill practicing consumer rights and class action litigation.

I certify under penalty of perjury under the laws of the State of Illinois that the foregoing statements are true and correct.

Executed on July 10, 2025

By: /s/ Stacy M. Bardo

Stacy M. Bardo
Bardo Law, P.C.
203 North LaSalle Street, Suite 2100
Chicago, Illinois 60601
(312) 219-6980
stacy@bardolawpc.com

EXHIBIT 4

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FELIPE ORTEGA, individually and on behalf of)	
others similarly situated,)	
)	
Plaintiff,)	Case No. 21 CH 06337
v.)	
)	
NNR GLOBAL LOGISTICS USA, INC.)	
)	
Defendant.)	

**DECLARATION OF LARRY SMITH IN SUPPORT OF
MOTION FOR AN AWARD OF ATTORNEYS' FEES**

I, Larry P. Smith, declare under penalty as perjury as follows:

1. I am the founding and managing partner of the law firm of SmithMarco, P.C.; I submit the following declaration in support of Class Counsel's motion for an award of attorneys' fees in connection with this case.

2. I am a member in good standing of the Illinois Bar. I have also been admitted to practice before, and am presently a member in good standing of, the following courts: the Northern, Central and Southern Districts of Illinois, the Eastern and Western Districts of Wisconsin, the Northern and Southern Districts of Indiana, the Eastern District of Missouri, the Eastern and Western Districts of Michigan, and the District Courts of Arkansas, Colorado, Nebraska, and Oklahoma. I am also admitted in both the Seventh and Eighth Circuit Appellate courts.

3. In addition to having been admitted to practice in the courts delineated above, I have also been admitted *pro hac vice* in other jurisdictions across the country, including, Arizona, California, Georgia, Missouri, New Jersey, Ohio, and Wisconsin.

4. I began practicing law in 1993; prior to 1998 I worked mostly in the field of personal injury. Since 1998, I have concentrated my practice in the area of consumer rights cases, including consumer rights class action litigation.

5. Since opening in 2005, my firm has handled over 4,000 consumer rights. I have argued before the Seventh Circuit Court of Appeals in the following matters *Westra v. Credit Control*, 04-3139, argued Feb. 11, 2005; *Sarver v. Experian*, 04-1423, argued Sept. 29, 2004; *Wantz v. Experian*, 04-1272, argued June 17, 2004; *Bagby v. Experian*, 04-2593, argued Dec. 2, 2004; and *Ruffin-Thompkins v. Experian*, 04-1127, argued Nov. 8, 2004; *Wadsworth v. Kross Lieberman & Stone*, 19-1400 argued February 17, 2021. I have also argued before the Ninth Circuit Court of Appeals in *Preston v. American Honda Motors*, 18-56023.

6. I have handled several federal trials including *Fadia Farra v. Wexler & Wexler* (Northern District of Illinois), 06 CV 0071; *Wayne Talley v. U.S. Department of Agriculture*, 09 CV 2123; *Cruz v. Affordable Autos*, 01 cv 1861, (dealership sold vehicle to Spanish speaking customer without making any disclosures in native language), *Bond v. JVDB Associates*, 03 cv 1804 (violation of FDCPA for harassment and failing to provide validation notice).

7. I am actively involved in the National Association of Consumer Advocates (“NACA”). In 2013, I was named by NACA as a co-chairman of the Illinois Chapter, and I have delivered several lectures: *How to Keep the Lights On*, NACA Spring Session 2020; *Preparing to Beat the Credit Reporting Agencies at Summary Judgment*, NACA Webinar Series, September 2019; *Spotting Viable Impermissible Pull Claims Under the Fair Credit Reporting Act*, NACA Webinar Series, Sept. 20, 2018; Chicago Bar Assoc. February 5, 2019; *Building a FDCPA Practice*, NACA Conference, November 2017; *Workshop: FDCPA Claims Based on Oral Communications*, NCLC Conference, Portland, OR, Mar. 30-31, 2020; *Basic Concepts of the Electronic Funds Transfers Act*, NACA Webinar Series, April 13, 2017.

8. I strive to keep current on the areas of law in which I practice and each year I attend the annual conference of the National Consumer Law Center Consumer Rights Litigation Conference. In addition, I have attended many subject-specific conferences offered by the NCLC, including

multiple conferences regarding the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. Further, in addition to Illinois' mandatory CLE requirements, since 1998 I have attended myriad CLE classes on a variety of consumer related issues.

9. I have been appointed as Class Counsel in the following cases:

- *Jennifer Ossola, et al v. American Express, et al*, (13 CV 4836), a TCPA case in the Northern District of Illinois; resulting in a class settlement of \$9.25 million for two separate classes.
- *Ronald Lees v. Anthem Blue Cross Blue Shield*, (13-cv-01411), a TCPA cases in the Eastern district of Missouri, resulting in a class settlement of \$6.25 million.
- *Sharon Crosby, et al v. Core-Mark Distributors, Inc.*, (15-cv-04198), a Fair Credit Reporting Act case in the Northern District of Georgia, resulting in a class settlement of \$494,200 to the class and a \$10,000 incentive award to the class representative.
- *Debey Meredith v. United Collection Bureau*, (16-cv-01102) a TCPA case in the Northern District of Ohio resulting in a class settlement of \$317,000 for a class of 140 people.
- *Der-Hacopian v. Sentrylink*, (8:18-cv-03001-PWG) in the District of Maryland resulting in a class settlement of \$178,750 and an incentive award of \$15,000;
- *Der-Hacopian v. DarkTrace, Inc.*, (4:18-cv-06726-HSG) in the Northern District of California resulting in a settlement of \$82,500.
- *Terrance Guidry v. Penn Credit Corporation* (6:19-cv-1936-Orl-41LRH) in the Middle District of Florida, resulting in a class settlement of \$1,402,500 (final approval hearing set for September 20, 2021).

10. Based on my decades of experience litigating consumer rights cases and class actions in Chicago since 1998, and my role as co-Illinois chair for NACA, I am very familiar with the Chicago market for consumer litigation services. I have petitioned for and received awards of attorneys' fees on many occasions, and read many fee award decisions.

11. I am also familiar with the work of the class attorneys in this case. I have known Messrs. Keogh and Hilicki professionally for years, worked with them on a number of matters, and

it is my understanding Mr. Keogh has practiced plaintiff's consumer protection and class action litigation for as long as I have, and Mr. Hilicki a few years longer.

12. Based on the foregoing, it is my opinion the hourly rates of Messrs. Keogh and Hilicki (\$700 and \$600 respectively) are reasonable and consistent with the Chicago market for attorneys of comparable experience and skill practicing consumer rights and class action litigation. My hourly billing rate is \$695.00.

13. I have personal knowledge of the facts set forth herein, and could testify competently to them if called upon to do so.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies aforesaid that he verily believes the same to be true.

Signed this 10th day of July 2025.

/s/ Larry P. Smith

LARRY P. SMITH
Attorney for Plaintiff