UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

WENDI A. OAKS, individually and on behalf of others similarly situated, Plaintiff, v. PARKER L. MOSS, P.C., Defendant.	Case No.: 3:15-CV-00196-CAN

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AN AWARD OF ATTORNEYS' FEES AND EXPENSES

Introduction

As a result of the settlement now before the Court, each of the 59 class members who submitted a valid claim will receive approximately $35.25. The monies will be paid from a common fund that exceeds the statutory damages available under the Fair Debt Collection Practices Act ("FDCPA"). At the same time, Parker L. Moss, P.C. ("Defendant") will ensure that its initial debt collection letter contains proper disclosures as mandated by the FDCPA. This change will inure to the benefit not just of class members, but of all consumers who encounter Defendant's debt collection efforts in the future. Underscoring the favorable nature of the settlement is that not a single class member lodged an objection, nor did any objections result from notice issued pursuant to the Class Action Fairness Act ("CAFA").

Because this settlement is an excellent result for Indiana consumers, it should be approved. Likewise, the Court should approve the unopposed request for an award of attorneys' fees and reimbursement of expenses to Ms. Oaks's counsel in the amount of $25,000.

Summary of the Settlement

This case centers on Defendant's alleged failure to comply with section 1692g(a)(4) of the FDCPA with respect to an initial debt collection letter it sent to Indiana consumers. Specifically, Wendi A. Oaks alleges that Defendant failed to provide proper disclosures mandated by the FDCPA regarding how consumers can obtain verification of the legitimacy of the debts Defendant sought to collect. Defendant denies any liability or that its practices violate the FDCPA.

As a result of this settlement, Defendant will create a common fund in the amount of $2,080.00, to be split pro-rata among the 59 class members[1] who submitted a timely claim. This results in cash payments to participating class members of approximately $35.25 each. Notably, the settlement fund significantly exceeds one percent of Defendant's book value net worth. *See* 15 U.S.C. § 1682k(A)(2)(B) ("in the case of a class action, (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector"). Thus, class members will receive more money as part of this settlement than if Ms. Oaks prevailed at trial and on appeal.

To the extent any settlement checks go uncashed after the claims administrator takes all

---

[1] The settlement agreement defines a settlement class under Rule 23(b)(3) comprised of:

> (a) All persons with Indiana addresses, (b) to whom Parker L. Moss, P.C. mailed an initial debt collection communication that stated: "If you notify the undersigned within the stated 30-day period that the debt, or any portion of it, is disputed, we will obtain verification of the debt or judgment against you and a copy of the verification or judgment will be mailed to you by the undersigned" or "On the other hand, if you request proof of the debt or the name and address of the original creditor within the 30 day period that begins with your receipt of this letter, I am required by law to suspend my efforts to collect the debt until I mail the requested information to you", (c) from May 7, 2014 to May 7, 2015, (d) in connection with the collection of a consumer debt.

reasonable steps to forward checks to any forwarding addresses, and such remaining funds yield an amount that, after administration costs for the making of a second pro-rata distribution would allow a second pro-rata distribution to participating class members equal to or greater than $5.00 per qualifying claimant, a second pro-rata distribution will be made. If a second pro-rata distribution is not made, the remaining funds will be paid to a non-profit agreed upon by the parties as a *cy pres* recipient—Indiana Legal Services. If a second pro-rata distribution is made, the amount of any checks that remain uncashed after sixty days of the second pro-rata distribution will be distributed to Indiana Legal Services. None of the funds will revert back to Defendant.

Defendant also will pay—separate and apart from the monies paid to class members—full statutory damages of $1,000 to Ms. Oaks. To that end, section 1692k(a) of the FDCPA provides:

> (a) Amount of damages
>
> Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—
>
> * * *
>
> (2)
>
> (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding $1,000; or
>
> (B) in the case of a class action, **(i) such amount for each named plaintiff as could be recovered under subparagraph (A), and** (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector; and

(emphasis added). Thus, by its express terms, the FDCPA provides that Ms. Oaks can recover up to $1,000.00 **in addition** to such amount as each member of the class could recover.

In addition, Defendant will pay attorneys' fees and expenses in the amount of $25,000, and the costs of administering the settlement and providing direct mail notice to each class member.

Finally, Defendant has agreed to ensure, going forward, that its initial debt collection letters contain proper disclosures mandated by the FDCPA.

Argument

A. The Court should finally certify the settlement class.

In its preliminary approval order, the Court preliminarily certified the class here for settlement purposes. ECF No. 24 at 2. Ms. Oaks agrees with that reasoning and does not believe that it should be revisited in granting final approval. Accordingly, for the same reasons stated in Ms. Oaks's unopposed motion for preliminary approval, *see* ECF No. 21 at 4-12, Ms. Oaks respectfully submits that the Court should finally certify the class for settlement purposes.

B. The Court should approve the settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

"Federal courts naturally favor the settlement of class action litigation." *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996); *see also Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 313 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998) ("Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.").

The Seventh Circuit has identified a number of factors used to assess whether a settlement proposal is fundamentally fair, adequate, and reasonable: (1) the strength of plaintiffs' case compared to the terms of the proposed settlement; (2) the likely complexity, length and expense of continued litigation; (3) the amount of opposition to settlement among affected parties; (4) the opinion of competent counsel; and (5) the stage of the proceedings and the amount of discovery completed. *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (quoting *Isby*, 75 F.3d at 1199). Each relevant factor supports the conclusion that the settlement

is fundamentally fair, adequate, and reasonable, and that it should be approved.

a. The strengths of Ms. Oaks's case and the risks inherent in continued litigation and securing class certification—when compared to the settlement's benefits—favor approval of the settlement.

In evaluating the fairness of the consideration offered in settlement, it is not the role of the Court to second-guess the negotiated resolution of the parties. "[T]he court's intrusion upon what is otherwise a private, consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (quoting *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 626 (9th Cir. 1982)). The issue is not whether the settlement could have been better in some fashion, but whether it is fair: "Settlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion." *Hanlon*, 150 F.3d at 1027.

Notably, the parties disagreed about the merits of this case and whether Ms. Oaks would secure certification of the class she sought to represent. Despite these vigorous disagreements, the settlement provides immediate cash relief to class members in excess of the limits imposed by the FDCPA. In particular, the FDCPA limits statutory damages to a maximum of one percent of Defendant's net worth. *See* 15 U.S.C. § 1682k(A)(2)(B) ("in the case of a class action, (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector"). As a result of this settlement, Defendant will pay a total of $2,080 to absent class

members—an amount that exceeds one percent of its book value net worth. *See Sanders v. Jackson*, 209 F.3d 998, 1004 (7th Cir. 2000) ("net worth" within meaning of § 1692k(a)(B) of FDCPA means "balance sheet or book value net worth"). And given that 59 class members submitted claims, each will receive approximately $35.25—a number that, in itself, compares favorably to other FDCPA class action settlements.[2]

As explained by Judge Simon in approving a class action settlement:

> Although $20 (the expected pro rata award of the net settlement fund for each class member who filed a claim notice) is not significant in a vacuum, "a dollar today is worth a great deal more than a dollar ten years from now," *Reynolds*, 288 F.3d at 284, and a major benefit of the settlement is that class members will obtain these benefits much more quickly than had the parties not settled. The parties have informed the Court that this case, were it to proceed, would face numerous challenges such that, even if the case reached trial, the class members would not receive benefits for many years, if they received any at all. Faced with the prospect of receiving no recovery—both because DirectBuy might have succeeded in any aspect of what would have been a vigorous defense absent settlement and because DirectBuy had no unencumbered assets—Class Counsel is confident that payment of up to $20.00 per household is an excellent result in this litigation. The parties assert that because the only amount the Plaintiffs could hope to recover after an award of damages is zero, a settlement involving any cash should be considered adequate

Swift v. Direct Buy, Inc., Cause Nos. 2:11–CV–401–TLS, 2:11–CV–415–TLS, 2:11–CV–417–TLS, 2:12–CV–45–TLS, 2013 WL 5770633, at *5 (N.D. Ind. Oct. 24, 2013).

In addition, Defendant will pay $1,000 to Ms. Oaks—the maximum statutory damages

---

[2] *See, e.g.*, *Little–King v. Hayt Hayt & Landau*, No. 11-5621, 2013 WL 4874349, at *3, *14 (D.N.J. Sept. 10, 2013) ($40,000 fund for class of 49,156 resulted in recovery of $7.87 per claimant); *Catala v. Resurgent Capital Servs. L.P.*, No. 08cv2401 NLS, 2010 WL 2524158, at *3 (S.D. Cal. Jun. 22, 2010) (approving FDCPA settlement of $35,000 distributed *cy pres*, with no payment to class members); *Reade–Alvarez v. Eltman, Eltman & Cooper, P.C.*, No. CV-04-2195 (CPS), 2006 WL 3681138, at *7 (E.D.N.Y. Dec.11, 2006) (approving FDCPA settlement of $15,000 *cy pres* payment, with no payment to class members); *Bourlas v. Davis Law Assocs.*, 237 F.R.D. 345, 355 (E.D.N.Y. 2006) (approved settlement fund of $21,759 would net class members approximately $7.32); *Cope v. Duggans*, 203 F. Supp. 2d 650, 653 (E.D. La. 2002) (approving FDCPA settlement where class members who returned claim forms would receive $11.90 each).

available under the FDCPA. Because class members will receive statutory damages in excess of what they could receive had Ms. Oaks prevailed at trial and on appeal, and because Ms. Oaks will receive the maximum statutory damages to which she is entitled, the settlement is fair, reasonable, and adequate. As a result, the Court should approve the settlement.

b. Absent a settlement, the parties—and the Court—faced the certainty of expensive and time-consuming litigation.

Every class action—indeed, every case—involves some level of uncertainty on the merits. *See In re Austrian and German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000) ("Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them."). Settlements resolve that inherent uncertainty, and are therefore strongly favored by the courts, particularly in class actions.

This action is not unique in this regard, and, absent settlement, the parties would be forced to litigate complex issues, including the propriety of class certification and whether Defendant's initial debt collection letter violated the FDCPA. *See Midland Funding, LLC v. Brent*, No. 3:08 CV 1434, 2011 WL 3557020, at *16 (N.D. Ohio Aug. 12. 2011) ("The Fair Debt Collection Practices Act is a set of complex laws with many components. The instant case would be very expensive to fully litigate, and might take years to finally resolve through the course of trial and appeal, creating additional attorney's fees and reducing any potential payout to the class.").

Because class members will receive statutory damages in excess of what they could receive had Ms. Oaks prevailed at trial and on appeal, and because the settlement avoids the risk, time, and expense of continued litigation, the settlement is fair, reasonable, and adequate. As a result, the Court should approve the settlement. *See Shulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 585-86 (N.D. Ill. 2011) ("The Seventh Circuit has held that the likely complexity, length, and expense of continued litigation are relevant factors in determining whether a class-action settlement is fair,

reasonable, and adequate. Those factors support approval of the Settlement Agreement in this case.") (internal citation omitted); *Sheick v. Automotive Component Carrier, LLC*, No. 2:09-cv-14429, 2010 WL 4136958, at *18 (E.D. Mich. Oct. 18, 2010) ("The Court finds that the parties' dispute is genuine, that the outcome of continued litigation is uncertain, that continued litigation would carry substantial risks for both sides, and that, in particular, Class Members would bear the risk that continued litigation will leave them with nothing. Under these circumstances, the Court finds in favor of a settlement that ends uncertainty, avoids further delay, eliminates risk, promptly ameliorates hardship, and provides significant benefit to each side and the class as a whole.").

c. The widespread support for the settlement supports final approval.

Of the more than 415 class members to whom First Class, Inc. distributed direct mail notice, only three excluded themselves from the settlement and no class member made any kind of objection to it. At the same time, no objections resulted from notice of the settlement to the Attorney General of the United States or the Secretary of State of Indiana under CAFA. This overwhelmingly favorable reaction to the settlement supports its approval. *See Schulte*, 805 F. Supp. 2d at 586 ("The Seventh Circuit has instructed district courts to evaluate the amount of opposition to a settlement among affected parties in deciding whether to approve a class-action settlement. A very small percentage of affected parties have opposed the settlement."); *In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1021 (N.D. Ill. 2000) (holding that few objections or exclusions "is strong circumstantial evidence in favor of the settlement"), *aff'd*, 267 F.3d 743 (7th Cir. 2001); *Wineland v. Casey's General Stores, Inc.*, 267 F.R.D. 669, 676 (S.D. Iowa 2009) ("No objections have been lodged against the proposed Settlement Agreement by either the class or opt-in collective members and no class members appeared at the fairness hearing in this matter. Such overwhelming support by class members is strong circumstantial evidence

supporting the fairness of the Settlement.") (internal quotations and citations omitted).

Given that no class members—nor any attorneys general—objected to this settlement, it should be approved. *See, e.g.*, *Shaw v. Interthinx, Inc.*, No. 13-CV-01229-REB-NYW, 2015 WL 1867861, at *4 (D. Colo. Apr. 22, 2015) ("[N]ot a single person objected to the Settlement, and only one class member excluded himself from it. This is a strong indication that the Settlement is fair, reasonable, and adequate."); *see also Garcia v. Gordon Trucking, Inc.*, No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *6 (E.D. Cal. Oct. 31, 2012) ("The absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class action settlement are favorable to the class members."); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) ("The reaction of class members to the proposed settlement, or perhaps more accurately the absence of a negative reaction, strongly supports settlement."); *Brotherton v. Cleveland*, 141 F. Supp. 894, 906 (S.D. Ohio 2001) ("[A] relatively small number of class members who object is an indication of a settlement's fairness.").

d. The views of experienced counsel, and the stage of the proceedings, support approval of the settlement.

During the pendency of this litigation, the parties were able to assess the relative strengths and weaknesses of their respective positions, and to compare the benefits of the proposed settlement to further litigation. Ms. Oaks served formal discovery, and the parties also exchanged informal discovery, including information regarding the net worth of Defendant, class damages, and the number of potential class members. Counsel, who have substantial experience in litigating class actions, and the Court are therefore adequately informed to evaluate the fairness of the settlement. *See Swift*, 2013 WL 5770633, at *7 ("Third, as the Court has already noted, the 'opinion of competent counsel' supports a determination that the settlement is fair, reasonable, and adequate

under Rule 23."); *Schulte*, 805 F. Supp. 2d at 586 ("The opinion of competent counsel is relevant to the question whether a settlement is fair, reasonable, and adequate under Rule 23.").

Indeed, Ms. Oaks "has retained counsel experienced and competent in class action litigation. Ms. [Oaks's] attorneys—Greenwald Davidson Radbil PLLC—have been appointed as class counsel in more than a dozen consumer protection class actions in the past two years." *McWilliams v. Advanced Recovery Systems, Inc.*, --- F.R.D. ----, 2015 WL 6686211, at *2 (S.D. Miss. Nov. 3, 2015) (collecting cases appointing Ms. Oaks's counsel as class counsel); *see also* Declaration of Michael L. Greenwald, attached as Exhibit A, at ¶¶ 6-8. As such, this factor favors approval of the settlement.

e. Distribution of notice of the class action settlement satisfied due process and the requirements of Rule 23.

Rule 23 requires that the Court "direct notice in a reasonable manner to all class members who would be bound" by the settlement. Fed. R. Civ. P. 23(e)(1). Notice of a proposed settlement to class members must be the "best notice that is practicable under the circumstances." *See* Fed. R. Civ. P. 23(c)(2)(B). "[B]est notice practicable" means "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The notice must describe "the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 962 (9th Cir. 2009); *see also Reynolds v. Nat'l Football League*, 584 F.2d 280, 285 (8th Cir. 1978) (class members had been "duly advised of this proceeding and of the proposed settlement, and were afforded a full opportunity to present their objections. Due process requires no more.").

Here, and in accordance with the Court's preliminary approval order, the parties hired a third-party class administrator—First Class, Inc.—to mail the Court-approved notice, a claim

form, and a return envelope, to each class member. *See* Affidavit of Bailey Hughes, attached as Exhibit B. This notice plan complied with Rule 23 and due process because, among other things, it informed class members of: (1) the nature of the action; (2) the essential terms of the settlement, including the definition of the class and claims asserted; (3) the binding effect of a judgment if the class member does not request exclusion; (4) the process for submitting a claim, objection and/or exclusion, including the time and method for objecting or requesting exclusion and that class members may make an appearance through counsel; (5) information regarding the named plaintiff's request for reimbursement of her attorneys' fees and expenses; and (6) how to make inquiries and where to find additional information. Fed. R. Civ. P. 23(c)(2)(B); MANUAL FOR COMPLEX LITIGATION § 21.312. *See also Schulte*, 805 F. Supp. 2d at 596 ("The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.").

C. The Court should approve an award of attorneys' fees and reimbursement of litigation expenses in the amount of $25,000.

The FDCPA mandates an award of attorneys' fees to a prevailing consumer. As the Ninth Circuit explained:

> "Generally, litigants in the United States pay their own attorneys' fees, regardless of the outcome of the proceedings." *Staton v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003). However, "[i]n order to encourage private enforcement of the law ... Congress has legislated that in certain cases prevailing parties may recover their attorneys' fees from the opposing side. When a statute provides for such fees, it is termed a 'fee shifting' statute." *Id.* The FDCPA is one such statute, providing that any debt collector who fails to comply with its provisions is liable "in the case of any successful action ... [for] the costs of the action, together with a reasonable attorney's fee as determined by the court." 15 U.S.C. § 1692k(a)(3). The FDCPA's statutory language makes an award of fees mandatory. *Tolentino v. Friedman*, 46 F.3d 645, 651 (7th Cir. 1995). "The reason for mandatory fees is that congress chose a 'private attorney general' approach to assume enforcement of the FDCPA."

> *Id.*; *see also Graziano v. Harrison*, 950 F.2d 107, 113 (3d Cir. 1991) (noting that the FDCPA "mandates an award of attorney's fees as a means of fulfilling Congress's intent that the Act should be enforced by debtors acting as private attorneys general"). Here, pursuant to the Settlement Agreement, Bridgeport Financial agreed to pay reasonable and necessary attorneys' fees and costs.

Camacho v. Bridgepoint Fin., Inc., 523 F.3d 973, 978 (9th Cir. 2008).

Awards of reasonable attorneys' fees under federal statutes that include fee-shifting provisions "are not conditioned upon and need not be proportionate to an award of money damages." *City of Riverside v. Rivera*, 477 U.S. 561, 576 (1986); *see also Lewis v. Kendrick*, 944 F.2d 949, 957 (1st Cir. 1991) ("We believe we made it clear that we were not departing from the recognized principle that the fee is not limited by the size of the recovery, but may, in appropriate instances, greatly exceed it."). Indeed, a rule limiting an award of attorneys' fees to an amount proportionate to damages recovered would seriously undermine the mechanism that Congress chose to enforce the FDCPA. Congress included a mandatory fee-shifting provision in the FDCPA because it "chose a 'private attorney general' approach to assume enforcement of the FDCPA." *Tolentino*, 46 F.3d at 651.

The purpose of the FDCPA's statutory fee-shifting provision is to benefit a consumer-plaintiff by allowing her to obtain counsel to pursue redress for relatively small claims. Noteworthy, by providing the private bar with incentive to involve itself in consumer litigation through fee-shifting, the federal government is relieved of the costs of protecting consumers while ensuring that consumers may still avail themselves of their statutory rights. "In order to encourage able counsel to undertake FDCPA 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." *Tolentino*, 46 F.3d at 653. That "commensurate" fee is best measured by "what that attorney could earn from paying clients" at a "standard hourly rate." *Id*. Paying counsel less—or, in other words, tying an award of attorneys' fees to the amount of damages awarded—"is inconsistent with the

Congressional desire to enforce the FDCPA through private actions, and therefore misapplies the law." *Id*.

Here, Defendant has agreed to pay a total of $25,000 in attorneys' fees and expenses to Ms. Oaks's counsel. The requested attorneys' fees and expenses are fair and reasonable in light of the results reached for Ms. Oaks and the class, as well as the work that went into doing so. Indeed, this case has been pending since May 2015. During that time, Ms. Oaks's attorneys have devoted significant time and resources to this case by, *inter alia*: (a) conducting an investigation into the underlying facts regarding Ms. Oaks's claims; (b) preparing a class action complaint, motion for class certification, and motion to stay the same; (c) researching the law pertinent to class members' claims and Defendant's defenses; (d) engaging in written fact discovery, including propounding requests for production and interrogatories, and conducting an analysis of Defendant's net worth; (e) participating in a Rule 16 conference with the Court; (f) negotiating the parameters of the settlement; (g) preparing the parties' class action settlement agreement and the proposed notice to the class; (h) conferring routinely with Ms. Oaks and defense counsel; (i) preparing Ms. Oaks's unopposed motion for preliminary approval of the class action settlement; (j) preparing Ms. Oaks's motion for final approval of the class action settlement; and (k) conferring with the class administrator regarding notice and the claims process. *See* Ex. A, ¶¶ 16-22.

In addition, this case will require additional hours of work to complete. That time will be spent preparing for and attending the final approval hearing set for January 5, 2016, finalizing the settlement, including conferring with class members and the class administrator, and any other related matters necessary to conclude this case. *Id*., ¶ 23.

Finally, the requested $25,000 fee and expense award includes the reimbursement of litigation expenses, including the filing fee for the complaint and the cost of service of process.

See id., ¶ 26. Counsel have incurred additional reimbursable expenses, such as for photocopies, long distance telephone calls, and computerized legal research. Those expenses are not separately itemized herein, and are subsumed within the unopposed request for a fee and expense award of $25,000. *Id*., ¶ 27.

Because the requested fee and expense award of $25,000 is eminently reasonable in light of the work performed, the work to be performed, and the results achieved, *see id*., ¶¶ 11-27, and because the request is unopposed by Defendant and class members, it should be approved.

Conclusion

Ms. Oaks respectfully submits that this class action settlement is fair, reasonable, and adequate, and that it should be approved. In addition, the Court should approve the requested award of attorneys' fees and expenses in the amount of $25,000. As noted, Defendant does not oppose the relief requested herein.

Dated this 11th day of December, 2015.

/s/ Michael L. Greenwald

MICHAEL L. GREENWALD
GREENWALD DAVIDSON RADBIL PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Telephone: 561.826.5477
Fax: 561.961.5684
mgreenwald@gdrlawfirm.com

Counsel for Ms. Oaks and Class Counsel

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been electronically filed on December 11, 2015, via the Court Clerk's CM/ECF system, which will provide notice to all counsel of record.

/s/ Michael L. Greenwald
MICHAEL L. GREENWALD