IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MANDY WILSON, on behalf of herself and all others similarly situated,	)	**Case No. 1:23-cv-00131-JPH-MJD**
Plaintiff,	)	**Judge Hanlon**
	)	**Magistrate Judge Dinsmore**
v.	)	
TRANSUNION, LLC	)	
Defendant.	)	

MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND FOR A SERVICE AWARD TO THE CLASS REPRESENTATIVE

Plaintiff, Mandy Wilson, hereby moves this Court for an award of attorneys' fees and reimbursement of litigation expenses and for approval of a service award for the Class Representative pursuant to the terms of the Class Action Settlement Agreement filed in this matter. (ECF # 163-1). A Memorandum of Law in support of this Motion is contemporaneously filed.

Respectfully submitted,

s/ David M. Marco

Dated: October 21, 2025

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Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND FOR A SERVICE AWARD TO THE CLASS REPRESENTATIVE

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I. INTRODUCTION

The Court preliminarily approved a class action settlement of this action on August 6, 2025. (ECF # 166). The Class Settlement was the ultimate result of years of litigation during which time Plaintiff's counsel reviewed thousands of pages of documents received from TransUnion and from a third party, briefed a motion to dismiss, prepared multiple motions to compel, defended a motion to quash, completed myriad depositions, including expert depositions, attended court statuses and hearings on multiple occasions, and attended a full-day private mediation and numerous settlement conferences between the parties and the mediator thereafter until the parties finally reached a resolution. The Settlement is an excellent result for the Class Members and was obtained notwithstanding a well-funded and long-fought defense mounted by TransUnion.

The Settlement requires Defendant, TransUnion, to pay $2,500,000 into a non-reversionary fund for the benefit of the approximately 36,000[1] Settlement Class Members that Plaintiff alleges had their consumer report sold by TransUnion to a third-party debt collector, Portfolio Recovery Associates ("PRA") without a permissible purpose, in violation of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.* Class Members do not have to do anything to receive the benefits of the Class Settlement. Rather, each Class Member who does not opt out of the Class Settlement will automatically receive a check for their pro-rata share of the Settlement Fund mailed to them after the Settlement becomes final.

Plaintiff, Mandy Wilson, ("Plaintiff" or "Class Representative"), by the undersigned counsel, now petitions this Court for approval of an award of attorneys' fees and reimbursement of litigation expenses and for approval of the service award, in accordance with the Settlement

[1] While the preliminary approval motion indicated there could be approximately 38,000 persons impacted, once class member data from TransUnion and PRA was combined and de-duplicated, the total number of class members identified and sent notice was 36,069.

Agreement entered into by the parties.

The original pleading in this case was filed on January 20, 2023, since which time Plaintiff's Counsel, appointed Class Counsel in this Court's order granting preliminary approval, have devoted considerable time and resources to this matter, including extensive pre-suit investigation, wholly contingent upon a successful outcome, taking significant risks to obtain the result for the Class. Similarly, the Class Representative has actively participated throughout the pendency of this litigation and has diligently sought to protect the interests of the Class. These efforts have achieved a successful outcome and have resulted in a substantial financial settlement for the class such that the Class Members will receive an equal, pro-rata share of the $2,500,000 Settlement Fund to the Class.

Under Fed. R. Civ. P. 23(h) and the common fund doctrine, courts recognize that Class Counsel and the Class Representative are entitled to be compensated from the Settlement for having achieved a benefit for the tens of thousands of Class Members. As part of the Settlement, and as compensation for their achievement and effort and for having accepted the risk that there would be no recovery if they were not successful, Class Counsel now request the Court approve the portion of the Settlement providing for attorneys' fees of and costs.

Pursuant to the terms of the Settlement Agreement, Plaintiff seeks approval of an award of fees and reimbursement of litigation expenses in the total amount of $833,333.33, comprising one third of the common fund. *See* Settlement Agreement (ECF # 163-1, page 11, Section 3.2). Plaintiff further requests that this Court approve the Plaintiff's service award of $5,000.00 as set forth in the Settlement Agreement. (ECF # 163-1, page 10, Section 3.1).

As detailed below, the efforts of the Class Representative and Class Counsel warrant the requested award of fees, reimbursement of expenses, and service award to Plaintiff. In support of

their application approving payment for fees and reimbursement of costs and expenses, Class Counsel rely upon the declarations summarizing Class Counsel's time and the expenses incurred on behalf of the Plaintiff and the Settlement Class. *See* accompanying Declaration of David M. Marco ("Marco Dec."), attached hereto as **Appendix 1** and Declaration of Stacy Bardo ("Bardo Dec."), attached hereto as **Appendix 2**.

Moreover, the reaction of the Settlement Class overwhelmingly supports the request for fees and reimbursement of litigation expenses and for the service award requested herein. The Notice provided to Settlement Class Members by first class mail and internet posting expressly informed them that Class Counsel would apply for an award of attorneys' fees and costs and a service award as noted above. No objections have been submitted as of the date of this filing, and to date, only one opt-out has been submitted, which evinces a satisfactory result for Class Members and that the request for attorneys' fees and reimbursement of litigation expenses, and for the service award, is reasonable. Notably, this Settlement has been widely circulated on the Internet, with multiple Class Action websites discussing the Settlement and the lack of objections to date providing further indicia of the propriety of its terms.[2]

II. BACKGROUND & SETTLEMENT

The original pleading in this matter was filed almost three (3) years ago, on January 20, 2023. Plaintiff initiated this action on behalf of a class of consumers, alleging that Defendant, TransUnion, impermissibly sold consumer reports to various third parties, including debt collector,

[2] See, e.g.:
https://www.claimdepot.com/settlements/wilson-fcra-class-action;
https://openclassactions.com/settlements/transunion-tfc-class-action-settlement.php;
https://www.classaction.org/news/2.5m-transunion-settlement-ends-class-action-lawsuit-over-allegedly-unauthorized-credit-reports;
https://topclassactions.com/lawsuit-settlements/open-lawsuit-settlements/2-5m-transunion-fcra-class-action-settlement/.

Portfolio Recovery Associates ("PRA"), the largest subscriber of its Triggers for Collection product ("TFC"), in violation of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. 1681 *et seq.,*

On March 22, 2023, TransUnion filed a motion to dismiss Plaintiff's complaint for failure to state a claim pursuant to Rule 12(b)(6). In response, Plaintiff filed an amended pleading, and TransUnion filed a revised partial motion to dismiss, limited to the willfulness claim asserted in Plaintiff's amended complaint. This Court denied TransUnion's motion to dismiss on February 2, 2024.

Written discovery was particularly arduous; due to TransUnion's limited retention period related to its Triggers for Collection data, i.e., the data relevant to the present matter, Plaintiff was compelled to seek discovery from third party PRA to supplement the information she received from TransUnion to allow Plaintiff to discern the size and ascertainability of the class. Plaintiff propounded four (4) sets of discovery requests to TransUnion and issued two (2) document subpoenas to PRA. In response to the second subpoena, PRA filed a motion to quash, which after briefing by Plaintiff was denied. In addition to defending PRA's motion to quash, Plaintiff was forced to file three (3) motions to compel. Plaintiff's concerted efforts pertaining to written discovery ultimately resulted in the production by TransUnion of fourteen (14) spreadsheets with more than 56 million combined rows of data and the production by PRA of four (4) spreadsheets with more than 4 million combined rows of data. In addition, TransUnion and PRA collectively produced thousands of pages of documents.

On May 9, 2024, the parties participated in a full-day private mediation but were unable to reach a resolution. Thereafter, Plaintiff completed thirteen (13) depositions, including multiple depositions of PRA witnesses and three (3) experts. Moreover, at Plaintiff's request, this Court granted Plaintiff's motion to compel permitting Plaintiff to re-open the Rule 30(b)(6) deposition

of TransUnion to inquire as to the content of newly produced spreadsheets included as part of TransUnion's expert disclosures.

Though the parties were unable to reach a resolution at the mediation, the parties continued to explore settlement at multiple stages of the litigation, both with the private mediator and later solely between counsel for the parties.

In March 2025, the parties reached a settlement in principle, and a notice of settlement was filed on March 13, 2025. From the inception of this case through to the notice of settlement being filed, Class Counsel attended court statuses and hearings on twenty-two (22) occasions.

On May 23, 2025, Plaintiff filed her Motion for Preliminary Approval of the Parties' Class Action Settlement (ECF # 163), which was approved by this Court on August 6, 2025. (ECF # 166).

III. ARGUMENT

A. The Use of a Percentage of the Fund Method is Appropriate for Calculating Attorneys' Fee.

In common fund cases, courts have discretion to use one of two methods to determine whether the request for attorneys' fees is reasonable: (1) percentage of the fund; or (2) lodestar. *Americana Art China, Co. v. Foxfire Printing & Packaging, Inc.*, 743 F.3d 243, 247 (7th Cir. 2014). However, "the approach favored in the Seventh Circuit is to compute attorney's fees as a percentage of the benefit conferred upon the class." *In re Ky. Grilled Chicken Coupon Mktg. & Sales Practices Litig.*, 280 F.R.D. 364, 379 (N.D. Ill. 2011).

The percentage of the fund approach is the preferred method for determining attorneys' fees in consumer class actions in the Seventh Circuit: "there are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration." *Florin v. Nationsbank of Ga., NA*, 34 F.3d 560, 566 (7th Cir. 1994). The Seventh Circuit and other federal

courts have long recognized that when counsel's efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, counsel have a right to be compensated from that fund for their successful efforts in creating it. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("lawyer who recovers a common fund … is entitled to a reasonable attorneys' fee from the fund as a whole"); *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) ("the attorneys for the class petition the court for compensation from the settlement or common fund created for the class's benefit").

In assessing the reasonableness of an attorney fee award for a class action settlement, district courts should "do their best to award counsel the market price for legal services, in light of the risk of non-payment and the normal rate in the market at this time." *Sutton*, 504 F.3d at 692 (7th Cir. 2007) (quoting *In re Synthroid Mtkg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001)).

One of the advantages that the percentage of the fund method has over lodestar, and a substantial reason why percentage of the fund more accurately represents the "market rate," is that "the lodestar method [would] require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of nine million lightly-injured plaintiffs likely would not be interested in doing." *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 501 (N.D. Ill. 2015). Indeed, "there are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration." *See Florin*, 34 F.3d at 566; *see also In re Union Carbide Corp. Consumer Prods. Bus. Sec. Litig.*, 724 F. Supp. 160, 170 (S.D.N.Y. 1989); *see also In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 573 (7th Cir. 1992) (noting it is easier to establish market based contingency fee percentages than to "hassle over every item or category of hours and expense and what multiple to fix and so forth"); *Gaskill v. Gordon*, 942 F. Supp. 382, 386 (N.D.

Ill. 1996) (percentage of fund method "provides a more effective way of determining whether the hours expended were reasonable."), *aff'd*, 160 F.3d 361 (7th Cir. 1998).

"[L]awyer[s] who recover[ ] a common fund . . . [are] entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also Sutton*, 504 F.3d at 691-92. Rule 23(h) expressly authorizes the Court to "award reasonable attorney's fees" from a common fund in a class action case. "[W]hen deciding on appropriate fee levels in common-fund cases," courts in the Seventh Circuit "must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid*, 264 F.3d at 718; *accord Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 635 (7th Cir. 2011) ("[T]he district court must try to assign fees that mimic a hypothetical *ex ante* bargain between the class and its attorneys."). "Although courts in this Circuit have the discretion to use either a percentage of the fund or lodestar methodology, *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 566 (7th Cir. 1994), the percentage method is employed by the vast majority of courts in the Seventh Circuit (like other Circuits)." *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *7 (S.D. Ill. Dec. 16, 2018) (citation omitted); *Bell v. Pension Comm. of ATH Holding Co., LLC*, No. 115CV02062TWPMPB, 2019 WL 4193376, at *3 (S.D. Ind. Sept. 4, 2019) (noting that while Courts have discretion, generally "[i]n a common fund class action settlement, the Seventh Circuit Court of Appeals uses a percentage of the relief obtained rather than a lodestar or other basis.").

The percentage of the benefit approach further aids litigants and the courts because it directly aligns the interests of the class and its counsel in achieving the maximum recovery possible in the most efficient manner. *Gaskill*, 160 F.3d at 363 (percentage of fund is "a method of more closely aligning the lawyer's interests with those of his client by giving him a stake in a successful

outcome"). "[U]nder the percentage approach, the class members and the class counsel have the same interest—maximizing the recovery of the class" without wasting resources. Silber and Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel's Response*, 17 Rev. Litig. 525, 534 (Summer 1998).

The percentage method also makes sense because "it is essentially unheard of for sophisticated lawyers to take on a case of this magnitude and type on any basis other than a contingency fee, expressed as a percentage of the relief obtained." *Hale*, 2018 WL 6606079, at*7 (quotation omitted). "Thus, where, as here, the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee *is* the market rate." *Id.* (internal quotations omitted) (quoting *Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986) (emphasis in original)).

B. A Fee Request of One Third of the Common Fund is Fair and Reasonable.

Class counsel's request for one third of the Common Fund is reasonable, consistent with market rates, and consistent with Sevent Circuit precedent.

"'The normal rate of compensation in the market [is] 33.33% of the common fund recovered' because the class action market commands contingency fee agreements and the class counsel accepts a substantial risk of nonpayment." *George v. Kraft Foods Global, Inc.*, No. 1:08-cv-3799, 2012 WL 13089487, at *2 (N.D. Ill. Jun. 26, 2012). A one-third fee is common throughout district courts in the Seventh Circuit. *See, e.g.*, *Hale*, 2018 WL 6606079, at *10 ("Courts within the Seventh Circuit, and elsewhere, regularly award percentages of 33.33% or higher to counsel in class action litigation."); *Gaskill*, 160 F.3d at 362–63 (noting that typical contingency fees are between 33% and 40%) (citation omitted); *Kolinek*, 31 F.R.D. at 502 (recognizing that "courts in this circuit regularly allow attorneys to recoup one-third of the first

$10 million of the class action settlement fund" and rejecting request by objecting class members to utilize the lodestar approach); *Pavlik v. FDIC*, No. 10- 816, 2011 WL 5184445, at *4 (N.D. Ill. Nov. 1, 2011) (same); *In re Medical Informatics Eng'g, Inc. Customer Data Sec. Breach Litig.*, No. 3:15-MD-2667 (N.D. Ind. Jan, 30, 2020), ECF No. 192 (awarding fee amounting to one-third of the total amount paid in settlement).[3]

Moreover, a one-third percentage-of-recovery award is consistent with various studies that have been performed over the decades: "[E]mpirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in the class actions average around one-third of the recovery." 4 *Newberg on Class Actions* § 14:6 (4th ed.). In fact, one decision that reviewed 289 class actions settlements found an "average attorney's fee percentage [of] 31.31%" and a median value "that turns out to be one-third." *In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 735 (E.D. Pa. 2001).

This District regularly follows the principle that a one-third recovery of the common fund for attorneys' fees and litigation expenses is a reasonable recovery for class counsel and has routinely awarded a one-third fee in class action cases. *See, e.g.*, *Chen v. Genesco, Inc.*, No. 1:18-CV-00690-SEB-TAB, 2020 WL 360517, at *5 (S.D. Ind. Jan. 22, 2020) (Barker, J.) (approving one-third fee and noting that "the request of one-third of the amount of the fund is in line with

[3] *See also Martin v. Caterpillar, Inc.*, No. 07-1009, 2010 WL 11614985, at *3-4 (C.D. Ill. Sept. 10, 2010) (one-third fee); *Burkholder v. City of Ft. Wayne*, 750 F. Supp. 2d 990, 997 (N.D. Ind. 2010) (one-third fee); *Retsky Family Ltd. P'ship*, No. 97 C 7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) ("A customary contingency fee would range from 33 1/3% to 40% of the amount recovered."); *In re Lithotripsy Antitrust Litig.*, No. 98-8394, 2000 WL 765086, at *2 (N.D. Ill. June 12, 2000) (noting that "[m]any courts in this district have utilized [the percentage method to set fees in class actions] and 33.3% of the fund plus expenses is well within the generally accepted range of the attorneys fee awards"); *Goldsmith v. Tech. Solutions Co.*, No. 92-4374, 1995 WL 17009594, at *8 (N.D. Ill. Oct. 10, 1995) (noting that courts in the Seventh Circuit award attorneys' fees "equal to approximately one-third or more of the recovery").

terms regularly approved by federal courts in our Circuit."); *Heekin v. Anthem, Inc.*, No. 1:05-CV-01908-TWP, 2012 WL 5878032, at *3 (S.D. Ind. Nov. 20, 2012) (awarding 33.3% of the common fund of $90 million); *In re Guidant Corp. ERISA Litig.,* No. 05-cv-1009, slip op. at 2 (S.D. Ind. Sept. 10, 2010) (awarding 38% of the common fund); *Campbell v. Advantage Sales & Mktg. LLC,* No. 09–01430, 2012 WL 1424417, at *2 (S.D. Ind. Apr. 24, 2012) (awarding one-third of recovery as attorneys' fees); *Williams v. Rohm & Haas Pension Plan*, No. 4:04-cv-0078-SEB-WGH, 2010 WL 4723725, at *1-2 (S.D. Ind. Nov. 12, 2010) (awarding one-third of recovery ($43.5 million) as attorneys' fees); *In re Ready–Mixed Concrete Antitrust Litig.*, No. 05–00979, 2010 WL 3282591, at *3 (S.D. Ind. Aug. 17, 2010).

C. The Lodestar Cross-Check Method Also Supports The Requested Fee Award.

Many courts employ a hybrid approach to determining the reasonableness of a fee request, in which the court first applies the percentage method and then "cross-checks" the reasonableness of that amount with the lodestar method. *See Halley v. Honeywell International, Inc*., 861 F.3d 481, 496 (3d Cir. 2017) ("Common fund cases, such as this case, are generally evaluated using a 'percentage-of-recovery' approach, followed by a lodestar cross-check.") The ratio between counsel's requested percentage award and their lodestar is commonly referred to as a "multiplier." Multipliers of 1 to 4 are commonly found to be appropriate in common fund cases. "Our cases hold that the district court must award a multiplier when attorney's fees are contingent upon the outcome of the case (i.e., there is the possibility that the attorney will not receive any fee)." *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998). *See also Florin,* 34 F.3d at 566.

In the present case, the fee declarations of Class Counsel (**Appendix 1** and **Appendix 2**) set forth a total lodestar of $508,350.50, not including expenses. When combined with Class Counsel's litigation expenses in the amount of $57,190.20, as discussed *infra*, Counsel's request

for one third of the common fund equates to a multiplier of less than one and a half upon final approval, which demonstrates the reasonableness of the request.

D. The Contingent Nature of the Litigation.

Class Counsel agreed to pursue this action on a contingent fee basis without the benefit of discovery regarding the size or ascertainability of the asserted class, and mindful of the fact that contentious discovery would likely be required from both TransUnion and PRA. Moreover, Counsel faced a substantial risk of losing this matter with the prospect of receiving no compensation. TransUnion vigorously contested liability. Counsel advanced considerable funds to litigate this case effectively, bore the burden of a delay in receiving attorneys' fees because of the contingent nature of their services, rendered quality services in complex consumer protection litigation, and obtained an excellent result through the Class Settlement, not only for the Class but also for the public at large, which is an additional significant consideration. These are all factors that must be taken into consideration when evaluating a request for attorneys' fees in class action litigation. MANUAL FOR COMPLEX LITIGATION (FOURTH), § 14.13, p. 198.

"Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel." *Silverman v. Motorola Solutions, Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (citing *Kirchoff v. Flynn*, 786 F.2d 320 (7th Cir. 1986)). Thus, the risk of non-payment is a key consideration in assessing the reasonableness of a requested fee and must be incorporated into any ultimate fee award. *See Florin*, 34 F.3d at 565 ("[A] risk multiplier is not merely available in a common fund case but mandated, if the court finds that counsel had no sure source of compensation for their services.... [T]he need for such an adjustment is particularly acute in class action suits. The lawyers for the class receive no fee if the suit fails, so their entitlement to fees is inescapably contingent.")

(quotations and citations omitted); *Sutton,* 504 F.3d at 694 (finding abuse of discretion where court refused to account for the risk of loss on basis that "class actions rarely go to trial and that they all settle[,]" noting that "there is generally some degree of risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class because their fee is linked to the success of the suit[;] ... [b]ecause the district court failed to provide for the risk of loss, the possibility exists that Counsel … was undercompensated").

As the Seventh Circuit has explained, "[t]he contingent fees uses private incentives rather than careful monitoring to align the interests of lawyer and client. The lawyer gains only to the extent his client gains." *Kirschoff v. Flynn,* 786 F.2d 320, 325 (7th Cir. 1986). A contingency fee "automatically handles compensation for the uncertainty of litigation" because it "rewards exceptional success, and penalizes failure. *Id.* at 326.

Also, as the leading class action treatise explains:

> [T]he common fund fee award, as a contingent fee award, should often (if not always) be higher than counsel's lodestar itself. This is true because the fee reflects both the provision of legal services and the loan to the class of the attorney's resources and services, at the risk of recovering nothing. Given the higher risk of not getting paid, and the loan of the attorney's resources and services to the class, there must be some higher reward when a payday arrives.
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> 5 *Newberg on Class Actions* § 15:73 (5th ed.)

E. The Comparative Nature of the Settlement Benefit Achieved.

When comparing the Class Settlement in this matter with other class settlements that resolved the issue of the impermissible procurement of an individual's consumer report, it is evident that the settlement in this matter is either comparable or exceeds those accomplished in other matters around the country. For example, in *Perry & Baier v. Fleet Boston Financial Corporation*, 2:04-cv-00507-BMS, (E.D. Pa. 2004), class members received credit monitoring; in

Keener v. Sears Roebuck and Company et., al, 5:03-cv-01265-RT-SGL (C.D. Cal. 2003), class members received a $10 coupon; in *Nienaber v. Citibank*, 4:04-cv-04054-LLP, (D. S.D. 2007), class members received $41.70; in *Barel v. Bank of America*, 2:06-cv-02372-RBS, (E.D. Pa. 2006), class members received credit monitoring worth approximately $52.00; in *Sleezer v. Chase Bank USA, N.A. et. al*, 5:07-cv-00961-HLH, (W.D. Tex. 2007), class members received Chase Identity Protection Service valued at $71.94; in *Pastor v. Bank of America*, 3:15-cv-03831-VC, (N.D. Cal. 2015), class members received $4.06; and in *Smith v. One Nevada Credit Union*, 2:16-cv-02156-GMN-NJK, (D. Nev. 2016), class members received $20.66. In the present matter, Class Members are expected to receive at least a $40.00 cash payout, without having to submit a claim.

F. Class Counsel's Litigation Expenses are Reasonable and Were Necessarily Expended to Reach a Favorable Resolution for the Class.

In addition to fees, "[a]n attorney who creates or preserves a common fund by judgment or settlement for the benefit of a class is entitled to receive reimbursement of reasonable fees and expenses involved." Alba Conte, *1 Attorney Fee Awards* § 2:19 (3d ed.); *see also Sprague v. Ticonic*, 307 U.S. 161, 166–67 (1939) (recognizing a federal court's equity power to award costs from a common fund)). "Counsel in common fund cases may recover those expenses that would normally be charged to a fee-paying client." *Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at *5 (W.D. Mo. Aug. 16, 2019) (quoting *In re Guidant Corp. Implantable Defibrillators Prod. Liab. Litig.*, No. MDL 05-1708, 2008 WL 682174, at *4 (D. Minn. Mar. 7, 2008)). In general, courts approve requested expense reimbursements because class counsel brings the case on a contingent basis, "so they had a strong incentive to keep costs to a reasonable level" because they may never recover them at all. *Tussey*, 2019 WL 3859763, at *5.

The Seventh Circuit has held that costs and expenses should be awarded based on the types of "expenses private clients in large class actions (auctions and otherwise) pay." *In re Synthroid*

Mkt. Litig., 264 F.3d 712 (7th Cir. 2001); *see also Spicer v. Chi. Bd. Options Exch., Inc.,* 844 F. Supp. 1226, 1256 (N.D. Ill. 1993) (noting that courts regularly award reimbursement of those expenses that are reasonable and necessarily incurred in the course of litigation).

The efforts of Class Counsel have resulted in substantial benefits to the Settlement Class. In doing so, Class Counsel have incurred out-of-pocket expenses in the aggregate amount of $57,190.20 for filing, service, the considerable cost of obtaining documents from third party, PRA, myriad depositions and deposition transcripts, expert fees, and for private mediation.[4] *See* Marco Decl. at ¶20 and **Exhibit B** attached thereto and Bardo Decl. at ¶13 and the invoices attached thereto. These expenses were necessarily incurred in the prosecution of this matter and are expenses typically awarded in class action cases.

IV. REQUEST FOR SERVICE AWARD

A. The Service Award to the Class Representative Is Reasonable, in Line with Similar Cases, and Should be Approved.

As noted by the Seventh Circuit, factors relevant to a service award include "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation. *Cook*, 142 F.3d at 1016.

Service awards compensating named plaintiffs for work done on behalf of the class are routinely granted. Such awards encourage individual plaintiffs to undertake the responsibility of representative lawsuits. *See id*. (recognizing that "because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit"); *In re Synthroid Mktg. Litig*., 264 F.3d at 722 ("Incentive

[4] This amount represents the total amount of litigation expenses incurred by the firms of SmithMarco, P.C., and Bardo Law, P.C.

awards are justified when necessary to induce individuals to become named representatives."). Without Plaintiff serving as Class Representative, the Class would not have been able to recover anything. *See In re Iowa Ready-Mix Concrete Antitrust Litig.*, 2011 WL 5547159, at *5 (N.D. Iowa Nov. 9, 2011) ("[E]ach … plaintiff has provided invaluable assistance and demonstrated an ongoing commitment to protecting the interests of class members. The requested incentive award for each named plaintiff recognizes this commitment and the benefits secured for other class members and is thus reasonable under the circumstances of this case.").

Class Counsel seek this Court's approval of a $5,000 settlement and service award for the Class Representative, Mandy Wilson, for her willingness to undertake the risks of this litigation and shoulder the burden of such litigation. She could have elected to pursue this matter as an individual claim, which would have resulted in a far quicker resolution; yet Ms. Wilson delayed her recovery in this matter to serve the benefits of the Class. Indeed, there would simply be no benefit to Class Members if Ms. Wilson had not stepped forward and accepted responsibility to serve as the Class Representative in this case.

Ms. Wilson devoted significant time and energy to the litigation, including a thorough investigation of the background of the case, reviewing documents, preparing for and sitting for deposition, and consulting with counsel as necessary throughout the pendency of the litigation. She has wholeheartedly fulfilled her obligations as a class representative. Class Counsel therefore requests that Ms. Wilson be approved for the award described above and as set forth in the Settlement Agreement.

The service award of $5,000 requested for Ms. Wilson is comparable to other awards approved by myriad federal courts. For example: *Deaton v. TransUnion LLC,* 2:20-cv-01380-AB (E.D. Pa. 2022) (Dkt. # 36) (approving service award of $9,500); *Der-Hacopian v. Sentrylink,*

LLC, 8:18-cv-03001-PWG (D. Md. 2020) (Dkt. # 64) (approving service award of $15,000); *Crosby v. Core-Mark Distributors, Inc.*, 1:15-cv-04198 (Dkt. # 47) (approving service award of $10,000); *Perry & Baier v. Fleet Boston Financial Corporation*, 2:04-cv-00507-BMS, (E.D. Pa. 2004) (approving $5,000 service award); *Duncan et al. v. JP Morgan Chase Bank, NA*, 5:14-cv-00912 (W.D. Tex. 2014) (Dkt. # 95) (approving $10,000 service award); *Pastor v. Bank of America*, 3:15-cv-03831-VC, (N.D. Cal. 2015) (approving $5,000 service award for each named plaintiff); *Sanders v. Global Radar Acquisition, LLC*, 2:18-cv-00555-JES-NPM, (M.D. Fla. 2018) (approving $5,000 service award for each named plaintiff); *Barel v. Bank of America*, 2:06-cv-02372-RBS (E.D. Pa. 2006) (approving $10,000 service award); *Cook*, 142 F.3d at 1016 (approving $25,000 service award); *Craftwood Lumber Co. v. Interline Brands, Inc.*, 2015 WL 1399367, at *6 (N.D. Ill) (approving $25,000 service award); *Heekin v. Anthem, Inc.*, 2012 WL 5878032, *1 (S.D. Ind. 2012) (approving $25,000 incentive award to lead class plaintiff over objection); *Will et al v. General Dynamics Corp.*, 2010 WL 4818174, at *4 (S.D. Ill. 2010) (approving $25,000 each to three named plaintiffs); *Rodriguez v. Calvin Klein Inc, et. al*, No. 1:15-cv-2590-JSR (ECF 33) (S.D.N.Y. Mar. 21, 2016) (approving $15,000 to class representative); *Berry v. LexisNexis Risk & Information Analytics Group, Inc.*, 2014 WL 4403524, at *16 (approving $5,000 to each of several class representatives); *Giddiens v. LexisNexis Risk Solutions, Inc*., No. 12-2624 (E.D. Pa. Jan. 20, 2015) (ECF 55) (approving $10,000 to class representative); *Robinson v. General Info. Servs., Inc*., No. 2:11-cv-07782-PBT (ECF 55) (E.D. Pa. Nov. 4, 2014) (approving $10,000 to class representative); *Sapp v. Experian Info. Sols., Inc*., No. CIV.A. 10-4312, 2013 WL 2130956, at *3 (E.D. Pa. May 15, 2013) (approving $15,000 to class representative); *McGee v. Cont'l Tire N. Am., Inc*., No. CIV. 06-6234(GEB), 2009 WL 539893, at *18 (D. N.J. Mar. 4, 2009) (approving $3,500 to class representative); *Barel v. Bank of America*,

255 F.R.D. 393, 402-403 (E.D. Pa. 2009) (approving $10,000 to class representative);

Given the foregoing, the service award requested for the Class Representative Plaintiff is reasonable and should be approved.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court approve Plaintiff's request for attorneys' fees and reimbursement of litigation expenses in the amount of $833,333.33 and approve the service award in the amount of $5,000.00.

Respectfully submitted,

s/ David M. Marco

Dated: October 21, 2025

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E-mail: stacy@bardolawpc.com

Attorneys for Plaintiff and the Settlement Class

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MANDY WILSON, on behalf of herself and all others similarly situated,	)	
Plaintiff,	)	**Case No. 1:23-cv-00131-JPH-MJD**
v.	)	**Judge Hanlon**
TRANSUNION, LLC	)	**Magistrate Judge Dinsmore**
Defendant.	)	

DECLARATION OF PLAINTIFF'S COUNSEL, DAVID MARCO, SUBMITTED IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES

I, David M. Marco, declare as follows:

1. I am one of the founding partners of the law firm of SmithMarco, P.C. I submit the following declaration in support of my firm's motion for an award of attorneys' fees in connection with the time it incurred prosecuting this case, as well as the reimbursement of expenses incurred by my firm with this litigation.

2. I am a member in good standing of the Bars of Illinois and Florida. I have also been admitted to practice before, and am presently a member in good standing of, the following courts: United States Court of Appeals, 6th Circuit; United States Court of Appeals, 7th Circuit; United States Court of Appeals, 8th Circuit; United States Court of Appeals, 11th Circuit; Eastern District of Arkansas; Western District of Arkansas; District of Colorado; Northern District of Florida; Middle District of Florida; Southern District of Florida; Northern District of Illinois; Central District of Illinois; Southern District of Illinois; Northern District of Indiana; Southern District of Indiana; Eastern District of Michigan; Western District of Michigan; Eastern District of Missouri; District of Nebraska; District of New Mexico; Eastern District of Oklahoma; Northern

District of Oklahoma; Western District of Oklahoma; Eastern District of Wisconsin; and Western District of Wisconsin.

3. In addition to having been admitted to practice in the courts delineated above, I have also been admitted *pro hac vice* in myriad other jurisdictions across the country, including, Arkansas, Arizona, California, Georgia, Iowa, Indiana, Kansas, Kentucky, Minnesota, New York, Ohio, Pennsylvania, Texas, Washington and Wisconsin.

4. I began practicing law in 2000 and the overwhelming majority of my years as a practicing attorney have been spent exclusively representing the interests of consumers in cases arising from, *inter alia*, common law fraud, and violations of multifarious consumer protection statutes such as state deceptive business practices acts and lemon laws, and cases arising from violations of federal consumer statutes such as the Fair Credit Reporting Act ("FCRA"), the Fair Debt Collection Practices Act ("FDCPA"), the Electronic Fund Transfers Act ("EFTA"), the Equal Credit Opportunity Act "(ECOA"), the Telephone Consumer Protection Act ("TCPA"), the Truth in Lending Act ("TILA"), and the Magnusson-Moss Warranty Act; since 2009, I have been principally involved, and personally resolved, approximately 2,000 consumer related cases in myriad jurisdictions around the country.

5. I have worked with my law partner, Larry Smith, for most of my career as an attorney. I first worked with Mr. Smith in 2002 at another consumer rights firm. In November 2005, Mr. Smith started the law firm of Larry Smith & Associates, Ltd. I joined his firm in January 2009 as his senior associate, responsible for all aspects of the litigation for the firm. In 2012, I became a partner, and the name of our firm was changed to SmithMarco, P.C.

6. Mr. Smith and I are actively involved in the National Association of Consumer Advocates ("NACA"); in 2013, we were named as Co-Chairs for the Illinois Chapter. In that

capacity, SmithMarco, P.C., assisted in the organization and scheduling of a three-day seminar regarding the defending of consumer debt lawsuits.

7. I have been repeatedly invited by NACA to deliver seminars on consumer litigation issues. Most recently: (i) in 2021, I presented a Webinar regarding mediation; (ii) in 2022, I was a featured speaker at the National Association of Consumer Advocates Conference at which I presented a seminar "*How to Succeed at Trial*"; (iii) in 2023, I was a featured speaker at the annual National Association of Consumer Advocates Conference at which I presented a seminar "*Establishing Economic and Credit Damages Caused by Fair Credit Reporting Act Violations*"; (iv) in 2024, I was a featured speaker at the spring National Association of Consumer Advocates Conference at which I presented a seminar pertaining to FCRA trial skills and strategies; and (v) in 2025, I was a featured speaker at the spring National Association of Consumer Advocates Conference at which I presented a seminar pertaining to discovery in Electronic Fund Transfers Act ("EFTA") cases.

8. I strive to keep current in the areas of law in which I practice and each year I attend the annual conference of the National Consumer Law Center ("NCLC") Consumer Rights Litigation Conference. In addition, I have attended many subject-specific conferences offered by the NCLC and the NACA, including multiple conferences regarding the Fair Credit Reporting Act and the Electronic Fund Transfers Act. Further, in addition to Illinois and Florida's mandatory CLE requirements, since 2011 I have attended more than 150 continuing legal education classes on a wide range of consumer-related issues.

9. In representing the rights of consumers around the country I have successfully prosecuted multiple cases to trial in various forums, including, but not limited to, the following: *Carr v. Oak Lawn Mazda, LLC*, 08 M1 109198 (Cook Co., IL) (an action prosecuted for common

law fraud and for a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act and based upon the defendant's intentional misrepresentation about the history of a used vehicle sold to a consumer. The case proceeded to trial and a successful result was obtained for the consumer); *Copeland v. Kramer & Frank, P.C.,* 09-cv-00310 (E.D. Mo.) (an aggressively contested action brought against a law firm for its violation of the Fair Debt Collection Practices Act and for misrepresentations made by said firm during the course of the underlying tribunal. The defendant's motion to dismiss (2009 WL 1684661), and motion for summary judgment, were both denied (2010 WL 2232712) and the matter ultimately proceeded to trial. At trial, the jury returned a unanimous verdict for the maximum allowable statutory damages. After the trial, the defendant filed multiple motions, including a motion for new trial based on claimed juror misconduct, putative inappropriate jury instructions, and supposed incorrect evidentiary rulings and a motion for judgment as a matter of law. Each of defendant's motions was denied and defendant filed a notice of appeal with the Eighth Circuit. The matter was ultimately favorably resolved in favor of the plaintiff with the judgment in favor of the consumer remaining intact); *Herring v. Country Chevrolet, Inc.,* 2009 L 124 (Kankakee Co., IL) (proceeded to trial based on the defendant's conduct, which constituted common law fraud and was violative of the Illinois Consumer Fraud and Deceptive Business Practices Act. Specifically, the defendant misrepresented the terms and conditions of the financing of the sale of a vehicle such that the plaintiff's father, a Vietnam veteran, was erroneously solely financially responsible for the vehicle and was subject to a plethora of harassment by collectors and repossession companies. At the conclusion of the plaintiff's case-in-chief, the defendant made a motion for directed verdict, which was denied. The case was subsequently resolved in favor of the consumer and her father); *Lisa Stevens & Gareth Griswold v. Castle Buick* (AAA – Cook Co.) (case predicated on auto dealer's

fraudulent misrepresentation about the history and condition of a vehicle purchased by a consumer. The vehicle had sustained considerable accident damage and was unsafe to drive. The matter was taken to arbitration pursuant to an agreement entered into between the parties and a finding was returned in favor of the consumer); *Keatts v. Ford Motor Company*, 60-cv-10-4722 (Pulaski Co., AR) (one of a number of cases prosecuted in favor of consumers in other jurisdictions. This matter was brought pursuant to the Magnusson-Moss Warranty Act and the Arkansas lemon law. The jury returned a unanimous verdict in favor of the consumer, which ultimately resulted in the defective Ford vehicle being repurchased from the consumer for full value. Though Ford appealed the verdict to the Arkansas Appellate Court, it was unsuccessful in its attempt to overturn the verdict); *Krolicki v. Infiniti of Orland Park, Inc.,* 10 M1 197483 (Cook Co., IL) (a case predicated on the defendant's fraudulent concealment of catastrophic damage to a vehicle it sold to a consumer and one that was being used exclusively by her teenage son. After a five (5) day trial, the jury returned a unanimous verdict on plaintiff's common law fraud count in favor of the plaintiff for her actual damages and for punitive damages. The court further found in favor of the plaintiff for her claim of a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, also for actual damages and punitive damages. Combined with the attorneys' fees and costs awarded, a judgment was entered against the defendant in the amount of $130,115.00); *Clemons v. Nissan North America, Inc.,* 09-L-000339 (Sangamon Co., IL) (breach of warranty case brought against Nissan North America for its failure to comply with the terms of its warranty and its failure to carry our repairs to a consumer's vehicle. The defendant filed a motion to dismiss on the eve of trial, which was granted by the trial court. We appealed the dismissal of the plaintiff's case and prevailed with the Appellate Court. The matter was remanded to trial and five (5) years after the filing of the complaint, the jury returned a verdict in favor of Ms. Clemons for the full

amount of the diminution in value with a petition for fees and costs currently pending with the court); *Legittino v. Metro Auto Traders, Inc.,* (AAA – Cook Co., IL) (binding arbitration wherein auto dealer was found to have violated the Illinois Consumer Fraud and Deceptive Business Practices Act relative to its failure to properly apprise the consumer about the history and condition of the vehicle being purchased); *Schenk v. Crystal Lake Chrysler Jeep* (McHenry Co., IL) (binding arbitration wherein auto dealer was found to have violated the Illinois Consumer Fraud and Deceptive Business Practices Act by misrepresenting the prior history of the subject vehicle, representing the vehicle has having a clean history despite having been a lemon law buyback); *Heling v. Creditors Collection Service, Inc.,* 2:15-cv-01274-JPS (E.D. Wis) (an FDCPA action brought against a debt collector for falsely representing the amount owed. The defendant's motion to dismiss, motion for summary judgment, and post-trial motions were all denied and a jury verdict was entered in favor the plaintiff); *Spina v. Quality Asset Recovery, LLC*, 8:15-cv-02155-TBM (M.D. Fl) (an FDCPA action brought against a debt collector for falsely representing the amount owed, failing to report the disputed nature of the debt, and repeatedly calling the plaintiff's place of employment and leaving messages for the plaintiff's colleagues regarding an unpaid debt; jury verdict in favor of the plaintiff); *Kansy v. Mariner Finance, LLC,* 1:16-cv-01861-PAG (N.D. Oh.) (an FCRA case that was compelled to arbitration; the plaintiff brought suit against Mariner Finance for repeatedly reporting inaccurate payment information to the consumer reporting agencies to reflect that the plaintiff was late with her payments. The plaintiff had never been late, and she had disputed the erroneous reporting multiple times, to no avail. The plaintiff alleged that Mariner failed to conduct a reasonable investigation into the plaintiff's disputes and continued to report inaccurate payment history. The arbitrator found in in favor of the plaintiff, finding that Mariner had failed to conduct a reasonable investigation and found Mariner's conduct to be warranting of

punitive damages; *Ramones v. AR Resources, Inc.,* 0:19-cv-062949 (S.D. Fl.) (an FCRA case in which a debt collector, data furnisher was reporting 19 accounts as being the financial responsibility of the plaintiff despite the fact that the accounts were medical debts that were the sole responsibility of the plaintiff's father. Mr. Ramones disputed AR Resources' inaccurate reporting 31 times, to no avail. At cross-motions for summary judgment, the court found that AR Resources violated the FCRA by failing to conduct reasonable investigations into Mr. Ramones' disputes and entered summary judgment in favor of Plaintiff on the issue of liability. The case proceeded to trial on the issue of damages; the jury returned a verdict of $80,000 in actual damages and $700,000 in punitive damages); *Handeman v. Citibank,* Case Number 01-23-0001-3363 (American Arbitration Association), an Electronic Funds Transfer Act and U.C.C. Article 4A case that involved fraudulent transactions totaling approximately $65,000 and the alleged failure by Citibank to credit the full amount of the unauthorized transactions, such that as of the date of the hearing, approximately $48,000 remained outstanding. The case proceeded to hearing and an award was entered in Claimant's favor in the amount of $244,173.56.

10. I have litigated the following FCRA case in the United States Court of Appeals for the Seventh Circuit: *Persinger v. Southwest Credit Systems,* 20 F.4th 1184 (7th Cir. 2021).

11. In addition to being appointed as Class Counsel in the present matter, I have also been appointed as Class Counsel in the following cases:

- *Ronald Lees v. Anthem Blue Cross Blue Shield*, (1:13-cv-04836) a TCPA case in the Eastern district of Missouri, resulting in a class settlement of $6.25 million;
- *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;
- *Sharon Crosby v. CoreMark Distributors, Inc.,* (1:15-cv-04198) an FCRA case in the Northern District of Georgia, resulting in a class settlement of $259,200;

- *Deborah Meredith v. United Collection Bureau, Inc.* (1:16-cv-01102) a TCPA case in the Northern District of Ohio, resulting in a class settlement of $317,000;
- *Nicholas Der-Hacopian v. Sentrylink LLC* (8:18-cv-03001-PWG), an FCRA case in the District of Maryland, resulting in a class settlement of $196,250;
- *Nicholas Der-Hacopian v. Dark Trace, Inc.* (18-cv-06726-HSG), an FCRA case in the Northern District of California, resulting in a class settlement of $82,500;
- *Deaton v. Trans Union, LLC* (2:20-cv-01380), an FCRA case in the Eastern District of Pennsylvania, resulting in a class settlement entitling the class to 18 months of free credit monitoring; and,
- *Leitzman v. U.S. Bank*, (1:20-cv-01055-SEB-DML), an FCRA case in the Southern District of Indiana, resulting in a class settlement of $450,000.
- *Yvonne Mack v. Resurgent Capital Services, LP & LVNV Funding*, (1:18-cv-06300) an FDCPA case in the Northern District of Illinois;

12. My firm acted as Class Counsel with Stacy Bardo of Bardo Law, P.C., in this action and my firm personally handled all aspects of this litigation from its inception, including initial discussions with Ms. Wilson to discuss her claim and the potential for bringing this matter as a Class Action.

13. The summary of time expended attached hereto as **Exhibit A** is a detailed and specific summary indicating the amount of time, by specific work expended, spent by each attorney and the paralegals involved in this litigation, and the lodestar fee calculation based on our firms' current billing rates. SmithMarco, P.C.'s time is recorded in my firm's billing software and is entered contemporaneously with the task completed. In addition to me and Stacy Bardo, the other attorney who has submitted billable time in this litigation is Larry Smith, my partner at SmithMarco, P.C. Mr. Smith has been a member in good standing of the Illinois Bar since he began practicing in 1993. Since 1998, he has concentrated his practice in the area of consumer rights cases, including consumer rights class action litigation. Additionally, my firm seeks billable time for the paralegals who worked on this case. The time submitted as part of the present fee petition

is based on the summary prepared from contemporaneous time records regularly prepared and maintained by my firm, with the exception of the "Estimated Time Going Forward" category, which represents a conservative estimate of attorney and paralegal time expected to be incurred in preparing and submitting the motion for final approval, addressing any inquiries from class members and the settlement administrator, and preparation, travel and attendance by me at the final approval hearing. Consistent with my firm's practices and procedures, tasks were assigned to avoid duplicative time entries and/or redundant staffing.

14. The hourly rates charged by my firm as set forth herein are the same as the regular current rates charged to clients who retain my firm in connection with non-class matters.

15. The hourly rates are supported by the contingent nature of our representation of Plaintiff and the Class, the time and labor required to bring this matter to a successful resolution, the requisite skill required to properly perform the legal services, the experience reputation of the lawyers involved, and the results obtained.

16. The hourly rate charged by me is $695.00 and the hourly rate for Mr. Smith is $695.00. Ms. Bardo's hourly rate is $610.00. The hourly rate for the paralegals employed by SmithMarco that worked on this case is $195.00. The rates charged by the attorneys and paralegals of my firm are reasonable and within the range of the appropriate market rates charged by attorneys with comparable experience levels for litigation of a similar nature, given their experience level, practice concentration and background.

17. The total lodestar for SmithMarco, P.C., in this matter, based upon the hours expended and the hourly rates as delineated above, is $408,491.50, which includes a reasonable number of estimated hours for future work anticipated.

18. The total lodestar for Bardo Law P.C., in this matter, based upon the hours expended and the hourly rates as delineated above, is $103,334.00, which includes a reasonable number of estimated hours for future work anticipated.

19. The combined total lodestar for SmithMarco, P.C., and Bardo Law P.C., is $511,825.50, which includes a reasonable number of estimated hours for future work anticipated.

20. The total costs incurred by SmithMarco, P.C., in this matter is $49,388.39; the total costs incurred by Bardo Law P.C., in this matter is $3,102.04; the total combined costs incurred by both SmithMarco, P.C., and Bardo Law P.C., is $52,490.43. (*See*, **Exhibit B**).

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

Executed on October 20, 2025

s/ David M. Marco

David M. Marco
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EXHIBIT A

SmithMarco, P.C.
ATTORNEYS AT LAW

Schedule of Time
Wilson v. TransUnion, LLC
Case No: 1:23-cv-00131-JPH-MJD

TASK	TIMEKEEPER			
	David Marco	Larry Smith	Stacy Bardo	Paralegal
File Administration	0.0	0.8	0.0	6.3
Pre-Suit Investigation	6.4	1.9	0.0	0.0
Pleadings & Service	7.2	0.0	0.0	1.7
Rule 26 Conference, Report and Disclosures	4.7	0.0	0.0	1.1
Court Appearances	15.4	0.0	4.1	0.0
Correspondence (*category only utilized by Bardo Law*)	n/a	n/a	2.9	n/a
Written Discovery and Discovery Conferences	83.2	5.7	24.3	8.2
Depositions	234.5	3.6	59	35.6
Settlement Discussions & Mediation	47.6	2.4	11.5	2.2
Motion Practice (Other than Class Motions)	57.7	0.0	20.4	3.7
Motion for Order Directing Notice	2.3	0.0	13.7	0.4
Motion for Fee Petition	12.8	0.0	1.9	3.1
Class Action Notices & Administration	9.4	0.0	6.9	0.0
Research	16.9	0.0	4.7	2.4
Estimated Future Time: Motion for Final Approval Final Approval Hearing Class Member Contracts/Admin	50.0	0.0	20	7.5
Total Hours	**548.1**	**14.4**	**169.4**	**72.2**
Hourly Rate	**$695**	**$695**	**$610**	**$195**
Subtotals	**$380,929.50**	**$10,008.00**	**$103,334.00**	**$14,079.00**
			TOTAL	**$508,350.50**

EXHIBIT B

SmithMarco, P.C.
ATTORNEYS AT LAW

Expenses Incurred
Wilson v. TransUnion, LLC
Case No: 1:23-cv-00131-JPH-MJD

GENERAL EXPENSES	
Complaint Filing & Service	$647.00
Mediation Fees	$12,000.00
Mail/UPS/FedEx	$21.54
Pro Hac Vice Fee	$100.00
Depositions - Court Reporter Attendance	$12,120.21
Depositons - Transcript Fees	$9,890.45
Expert Fees	$16,236.00
Document Subpoena Fees	$6,175.00
Total	**$57,190.20**

Outlook

Pay.gov Payment Confirmation: INDIANA SOUTHERN DISTRICT COURT

From do_not_reply@psc.uscourts.gov <do_not_reply@psc.uscourts.gov>
Date Fri 2023-01-20 4:46 PM
To mrobison@smithmarco.com <mrobison@smithmarco.com>

Your payment has been successfully processed and the details are below. If you have any questions or you wish to cancel this payment, please contact: INSD Finance Office at 317-229-3912. Account Number: 4601701 Court: INDIANA SOUTHERN DISTRICT COURT Amount: $402.00 Tracking Id: AINSDC-7468096 Approval Code: 86806Q Card Number: **********6335 Date/Time: 01/20/2023 04:46:18 ET NOTE: This is an automated message. Please do not reply

Evolution Process Service
6018 N Keystone Ave
Indianapolis, IN 46220

INVOICE: 8296466
Issued: Jan 27, 2023
Sent to: Elizabeth Benitez

PAID

SmithMarco, P.C.
Elizabeth Benitez
55 W Monroe St Suite 1200
Chicago, IL 60603

PAY TO:
Evolution Process Service
6018 N Keystone Ave
Indianapolis, IN 46220

Case:	1:23-cv-00131-JPH-MJD	**Plaintiff / Petitioner:**	MANDY WILSON
Job:	8296466	**Defendant / Respondent:**	TRANSUNION, LLC

Item	Description	Cost	Quantity	Total
Service Of Process	TRANSUNION, LLC c/o THE PRENTICE-HALL CORPORATION SYSTEM INC 135 N Pennsylvania St Suite 1610, Indianapolis, IN 46204	$65.00	1	$65.00

Payment	Description	Amount Paid
Jan 31, 2023	mrobison@smithmarco.com Paid Online Payment ID: ch_3MWL8nC2SY5QGKi515clSF0F	($65.00)

All Invoices are due upon receipt.
All past due invoices will be charged a 10% service fee every 30 days.

Total: $65.00
Amount Paid: ($65.00)
Balance Due: $0.00

PRA Group, Inc.
120 CORPORATE BOULEVARD
NORFOLK, VA 23502
TEL: (757) 519-9300

INVOICE

Item	Description	Unit Price	Quantity	Amount
1	Gather data responsive to Mandy Wilson v Transunion Subpoena	$95	45 hours	$4,275

Upchurch Watson White & Max
Tel. 800-264-2622 Email: UWWM-billing@Veritext.com
Fed. Tax ID: 20-3132569

MEDIATION GROUP

Bill To: David M. Marco
Smith Marco P.C.
5250 Old Orchard Rd. Suite 300
Skokie, IL, 60077

Invoice #: **7414155**
Invoice Date: **5/14/2024**
Balance Due: **$12,000.00**

Case: Wilson, Mandy v. Trans Union (24RAM059) **Proceeding Type: Mediation**

Job #: 6423926 | Job Date: 5/9/2024

Location: Miami, FL

Mediator: Rodney Max

Description	Quantity	Price	Amount
Mediation Services	1.00	$12,000.00	$12,000.00

Notes: This invoice includes Coordination, pre-mediation attorneys' caucuses preparation, conduct of our mediation for a total of $24,000 divided equally between 2 parties

for invoice questions please email Kaitlyn at: kbond@uww-adr.com

Invoice Total:	**$12,000.00**
Payment:	**$0.00**
Credit:	**$0.00**
Interest:	**$0.00**
Balance Due:	**$12,000.00**

TERMS: Payable upon receipt. For more information on charges related to our services, please call 800-264-2622.

Remit to:
UWWM c/o Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name:BMO Harris Bank
Account No:4353454 **ABA:**071000288
Swift: HATRUS44

Pay by Credit Card: www.veritext.com

Invoice #: 7414155
Invoice Date: 5/14/2024
Balance Due: $12,000.00

Veritext, LLC - Texas Region
Tel. 817-336-3042 Email: calendar-tx@veritext.com
Fed. Tax ID: 20-3132569

VERITEXT LEGAL SOLUTIONS

Bill To: David M. Marco
Smith Marco P.C.
7204 Kyle Ct
Sarasota, FL, 34240

Invoice #:	**7589580**
Invoice Date:	**7/29/2024**
Balance Due:	**$1,758.20**

Case: Wilson, Mandy v. Transunion LLC (1:23cv00131JPHJMD) **Proceeding Type: Depositions**

Job #: 6784886 | Job Date: 7/10/2024 | Delivery: Normal

Location: Richmond, VA

Billing Atty: David M. Marco

Scheduling Atty: Danielle Morris | O'Melveny & Myers, LLP

Witness: David Lomberk	**Amount**
Transcript Services	$1,131.65

Witness: Meryl Dreano	**Amount**
Transcript Services	$496.75

Notes:

Invoice Total:	**$1,628.40**
Payment:	**$0.00**
Credit:	**$0.00**
Interest:	**$129.80**
Balance Due:	**$1,758.20**

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult http://www.veritext.com/services/all-services/services-information

THIS INVOICE IS 151 DAYS PAST DUE, PLEASE REMIT - THANK YOU

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name:BMO Harris Bank
Account No:4353454 **ABA:**071000288
Swift: HATRUS44

Pay by Credit Card: www.veritext.com

Invoice #: 7589580
Invoice Date: 7/29/2024
Balance Due: $1,758.20

B420241227

DepoDirect

8605 Santa Monica Blvd Suite 48841
West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3616
DATE	08/21/2024
TERMS	Net 30
DUE DATE	09/29/2024

JOB NUMBER	SALES REP	VID
14148	BH	Freya A

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	8.50	150.00	1,275.00
Overtime	Before 8 am and after 5:30 pm x half rate.	0.50	75.00	37.50
Final Transcript per page	Rate per page	270	3.50	945.00
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Mandy Wilson v. Trans Union, Llc Witness: Vivek Pant Start: 9:30 am ET End: 6 pm Date of depo: 8.21.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$2,257.50**

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect

8605 Santa Monica Blvd Suite 48841
West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3626
DATE	08/23/2024
TERMS	Net 30
DUE DATE	09/29/2024

JOB NUMBER	SALES REP	VID
14151	BH	Freya A

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	6.75	150.00	1,012.50
Transcript	Once your order is complete another invoice will be sent.	1	0.00	0.00
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Mandy Wilson v. Trans Union, Llc Witness: Zac Bostick Start: 9:30 am ET End: 4:15 pm Date of depo: 8.23.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,012.50**

ACH Payment
Chase Bank

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

Routing: 322271627
Account: 712657078

DepoDirect

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West Hollywood, CA 90069
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INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3627
DATE	09/06/2024
TERMS	Net 30
DUE DATE	10/07/2024

JOB NUMBER	SALES REP	VID
14151T	BH	Freya A

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Final Transcript per page	Rate per page	257	3.50	899.50
Summary	Case: Mandy Wilson v. Trans Union, Llc Witness: Zac Bostick Start: 9:30 am ET End: 4:15 pm Date of depo: 8.23.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$899.50**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

www.its-your-internet.com
6787 Booth St, Suite 5A
Forest Hills, NY 11375
+18665261836
accounts@its-your-internet.com
http://www.its-your-internet.com

INVOICE

BILL TO
SmithMarco, P.C.
[Wilson v Trans Union]
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2594
DATE	09/01/2024
DUE DATE	10/06/2024

DATE	TASK DESCRIPTION	HRS	RATE	AMOUNT
08/08/2024	Expert Consulting (Jonathan Jaffe) reviewing complaint;	0.30	330.00	99.00
08/09/2024	Expert Consulting (Jonathan Jaffe) reviewing RFP and Rog responses; reviewing MTD; requesting particular documents based upon review; call with David;	0.70	330.00	231.00
08/11/2024	Expert Consulting (Jonathan Jaffe) reviewing production and Lomberk (PRA corp) deposition testimony;	1	330.00	330.00
08/12/2024	Expert Consulting (Jonathan Jaffe) reviewing Lomberk (PRA corp) deposition testimony; call with David; downloading additional production and Court order; reviewing Order compelling PRA's production; downloading additional documents; reviewing PRA subpoenas (from TU and Plaintiff); reviewing Lomberk (PRA corp) deposition testimony;	1	330.00	330.00
08/13/2024	Expert Consulting (Jonathan Jaffe) reviewing the rest of the Lomberk (PRA corp) deposition testimony; starting code for Expert Report;	0.70	330.00	231.00
08/14/2024	Expert Consulting (Jonathan Jaffe) starting code for Expert Report; call with David and Stacy; downloading additional requested documents; starting draft report;	3.70	330.00	1,221.00
08/15/2024	Expert Consulting (Jonathan Jaffe) working on draft report; downloading additional documents; reviewing additional documents;	2.80	330.00	924.00
08/16/2024	Expert Consulting (Jonathan Jaffe) working on draft report; call with David Marco re additional TransUnion production; working on draft report; downloading additional documents;	1.70	330.00	561.00
08/18/2024	Expert Consulting (Jonathan Jaffe) working on Expert Report;	6.20	330.00	2,046.00
08/19/2024	Expert Consulting (Jonathan Jaffe) working on Expert Report; downloading latest production; continuing work on Expert Report; reviewing TU 30(b)(6) topics; call with Plaintiffs	4	330.00	1,320.00
08/20/2024	Expert Consulting (Jonathan Jaffe) pulling analysis of month by month delete dates; replying to Brian's questions on Rudin scope of work;	0.70	330.00	231.00
08/23/2024	Expert Consulting (Jonathan Jaffe)	0.20	330.00	66.00

	replying to David on the composite key;			
08/25/2024	Expert Consulting (Jonathan Jaffe) continuing work on Expert Report;	3.10	330.00	1,023.00
08/27/2024	Expert Consulting (Jonathan Jaffe) call with Plaintiffs;	0.50	330.00	165.00
08/28/2024	Expert Consulting (Jonathan Jaffe) finalizing Expert Report; sending report and exhibits; small change to final report; call with Stacy;	1.20	330.00	396.00

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BALANCE DUE **$9,174.00**

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Forest Hills, NY 11375
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INVOICE

BILL TO
SmithMarco, P.C.
[Wilson v Trans Union]
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2605
DATE	10/01/2024
DUE DATE	11/10/2024

DATE	TASK DESCRIPTION	HRS	RATE	AMOUNT
09/23/2024	Expert Consulting (Jonathan Jaffe) deposition prep; Zoom for deposition prep with Plaintiff counsel;	2.60	330.00	858.00
09/24/2024	Expert Consulting (Jonathan Jaffe) deposition prep; deposition of Jonathan Jaffe; post call recap with David;	9.60	330.00	3,168.00
09/25/2024	Expert Consulting (Jonathan Jaffe) post deposition call with Stacy;	0.30	330.00	99.00

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BALANCE DUE **$4,125.00**

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INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3848
DATE	10/07/2024
TERMS	Net 30
DUE DATE	11/12/2024

JOB NUMBER	SALES REP	VID
14379	BH	Jen D

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	3.75	150.00	562.50
Overtime	Before 8 am and after 5:30 pm x half rate.	0.75	75.00	56.25
Transcript	Once your order is complete another invoice will be sent.	1	0.00	0.00
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Wilson v. Transunion, LLC Witness: Rafa Osman Start: 2:30 pm ET End: 6:15 pm Date of depo: 10.7.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$618.75**

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect

8605 Santa Monica Blvd Suite 48841
West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3849
DATE	10/21/2024
TERMS	Net 30
DUE DATE	11/26/2024

JOB NUMBER	SALES REP	VID
14379T	BH	Jen D

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Final Transcript per page	Rate per page	154	3.50	539.00
Summary	Case: Wilson v. Transunion, LLC Witness: Rafa Osman Start: 2:30 pm ET End: 6:15 pm Date of depo: 10.7.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$539.00**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect

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West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3896
DATE	10/17/2024
TERMS	Net 30
DUE DATE	11/20/2024

JOB NUMBER	SALES REP	VID
14459	BH	Jen D

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	7.50	150.00	1,125.00
Transcript	Once your order is complete another invoice will be sent.	1	0.00	0.00
Overtime	Before 8 am and after 5:30 pm x half rate.	0.50	75.00	37.50
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Wilson, Mandy v. Trans Union, LLC Witness: Bushra Aijaz Start: 10:30 am ET End: 6 pm Date of depo: 10.17.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,162.50**

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect

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West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	3897
DATE	10/29/2024
TERMS	Net 30
DUE DATE	12/02/2024

JOB NUMBER	SALES REP	VID
14459T	BH	Jen D

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Final Transcript per page	Rate per page	255	3.50	892.50
Summary	Case: Wilson, Mandy v. Trans Union, LLC Witness: Bushra Aijaz Start: 10:30 am ET End: 6 pm Date of depo: 10.17.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$892.50**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

Veritext, LLC - Texas Region
Tel. 817-336-3042 Email: calendar-tx@veritext.com
Fed. Tax ID: 20-3132569

VERITEXT LEGAL SOLUTIONS

Bill To: David M. Marco
Smith Marco P.C.
7204 Kyle Ct
Sarasota, FL, 34240

Invoice #: **7834152**
Invoice Date: **10/31/2024**
Balance Due: **$2,602.76**

Case: Wilson, Mandy v. Transunion LLC (1:23cv00131JPHJMD) **Proceeding Type: Depositions**

Job #: 6981771 | Job Date: 10/28/2024 | Delivery: Expedited

Location: Indianapolis, IN

Billing Atty: David M. Marco

Scheduling Atty: Danielle Morris | O'Melveny & Myers, LLP

Witness: Mandy Taylor	Quantity	Price	Amount
Transcript Services - Certified Transcript	248.00	$3.85	$954.80
Transcript Services - Certified Transcript - Priority Request	248.00	$3.64	$902.72
Transcript - Supplemental Surcharges*	248.00	$0.20	$49.60
Rough Draft	248.00	$2.50	$620.00
Realtime Services	248.00	$2.05	$508.40
Exhibits	151.00	$0.55	$83.05
Veritext Exhibit Package (ACE)	1.00	$55.00	$55.00
Secure Hosting & Delivery of Veritext File Suite	1.00	$94.00	$94.00
Logistics & Processing	1.00	$62.00	$62.00
Smart Summary - Over 100 Transcript Pages	1.00	$99.00	$99.00

THIS INVOICE IS 61 DAYS PAST DUE, PLEASE REMIT - THANK YOU

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name:BMO Harris Bank
Account No:4353454 **ABA:**071000288
Swift: HATRUS44

Pay by Credit Card: www.veritext.com

Invoice #: **7834152**
Invoice Date: **10/31/2024**
Balance Due: **$2,602.76**

B420241231

Veritext, LLC - Texas Region
Tel. 817-336-3042 Email: calendar-tx@veritext.com
Fed. Tax ID: 20-3132569

Notes: *Supplemental Surcharges Include: Video Proceeding		
	Invoice Total:	**$3,428.57**
	Payment:	**$0.00**
	Credit:	**($902.72)**
	Interest:	**$76.91**
	Balance Due:	**$2,602.76**

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult http://www.veritext.com/services/all-services/services-information

THIS INVOICE IS 61 DAYS PAST DUE, PLEASE REMIT - THANK YOU

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name:BMO Harris Bank
Account No:4353454 **ABA:**071000288
Swift: HATRUS44

Pay by Credit Card: www.veritext.com

Invoice #: 7834152
Invoice Date: 10/31/2024
Balance Due: $2,602.76

B420241231

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Forest Hills, NY 11375
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accounts@its-your-internet.com
http://www.its-your-internet.com

INVOICE

BILL TO
SmithMarco, P.C. [Wilson v Trans Union]
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2608
DATE	11/01/2024
DUE DATE	12/06/2024

DATE	TASK DESCRIPTION	HRS	RATE	AMOUNT
10/10/2024	Expert Consulting (Jonathan Jaffe) reviewing transcript for errata;	1.60	330.00	528.00
10/17/2024	Expert Consulting (Jonathan Jaffe) retrieving TransUnion's expert reports; reviewing expert reports;	0.40	330.00	132.00
10/18/2024	Expert Consulting (Jonathan Jaffe) reviewing Alfaro report;	0.40	330.00	132.00
10/20/2024	Expert Consulting (Jonathan Jaffe) continuing review of Alfaro and Kubes reports; call with Stacy;	0.90	330.00	297.00
10/22/2024	Expert Consulting (Jonathan Jaffe) downloading additional production; reviewing the Pant deposition;	0.40	330.00	132.00

Please make all checks payable to: www.its-your-internet.com

BALANCE DUE **$1,221.00**

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Forest Hills, NY 11375
+18665261836
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INVOICE

BILL TO
SmithMarco, P.C. [Wilson v Trans Union]
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2620
DATE	12/01/2024
DUE DATE	01/05/2025

DATE	TASK DESCRIPTION	HRS	RATE	AMOUNT
11/08/2024	Expert Consulting (Jonathan Jaffe) working on rebuttal report;	0.50	330.00	165.00
11/11/2024	Expert Consulting (Jonathan Jaffe) continuing work on rebuttal report;	1.50	330.00	495.00
11/12/2024	Expert Consulting (Jonathan Jaffe) working on rebuttal report;	0.10	330.00	33.00

Please make all checks payable to: www.its-your-internet.com

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BALANCE DUE **$693.00**

DepoDirect Inc

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West Hollywood, CA 90069-4109
(833) 913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4089
DATE	12/04/2024
TERMS	Net 30
DUE DATE	01/13/2025

JOB NUMBER	SALES REP	VID
14614	BH	Jen D

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	8.50	150.00	1,275.00
	Overtime	Before 8 am and after 5:30 pm x half rate.	0.50	75.00	37.50
	Transcript	Once your order is complete another invoice will be sent.	1	0.00	0.00
	Technician	Included	1	0.00	0.00
	Witness Video	Included	1	0.00	0.00
	Picture-in-picture video	Included	1	0.00	0.00
	Rough Transcript	Included	1	0.00	0.00
	Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
	Audio Only File	Included	1	0.00	0.00
	Summary	Case: Wilson v. Transunion, LLC Witness: KRISHNA DHANAPAL BALASUBRAMANYAM Start: 9:30 am ET End: 6 pm Date of depo: 12.4.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			19.69

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,332.19**

ACH Payment
Chase Bank
Routing: 322271627
Account: *****7078

Pay invoice

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INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4143
DATE	12/23/2024
TERMS	Net 30
DUE DATE	01/26/2025

JOB NUMBER	SALES REP	VID
14656T	BH	Jen D

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Final Transcript per page	Rate per page	202	3.50	707.00
	Summary	Case: Wilson v. Transunion, LLC Witness: Vivek Pant Start: 1 pm ET End: 7:15 pm Date of depo: 12.10.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			10.60

We appreciate your business and look forward to serving you again soon!

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

BALANCE DUE **$717.60**

Pay invoice

DepoDirect Inc

8605 Santa Monica Blvd
Ste 48841
West Hollywood, CA 90069-4109
(833) 913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4142
DATE	12/10/2024
TERMS	Net 30
DUE DATE	01/22/2025

JOB NUMBER	SALES REP	VID
14656	BH	Jen D

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	6.25	150.00	937.50
	Overtime	Before 8 am and after 5:30 pm x half rate.	1.75	75.00	131.25
	Transcript	Once your order is complete another invoice will be sent.	1	0.00	0.00
	Technician	Included	1	0.00	0.00
	Witness Video	Included	1	0.00	0.00
	Picture-in-picture video	Included	1	0.00	0.00
	Rough Transcript	Included	1	0.00	0.00
	Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
	Audio Only File	Included	1	0.00	0.00
	Summary	Case: Wilson v. Transunion, LLC Witness: Vivek Pant Start: 1 pm ET End: 7:15 pm Date of depo: 12.10.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			16.03

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,084.78**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

Pay invoice

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

DepoDirect Inc

8605 Santa Monica Blvd
Ste 48841
West Hollywood, CA 90069-4109
(833) 913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4167
DATE	12/13/2024
TERMS	Net 30
DUE DATE	01/22/2025

JOB NUMBER	SALES REP	VID
14659	BH	Jen D

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	7	150.00	1,050.00
	Technician	Included	1	0.00	0.00
	Witness Video	Included	1	0.00	0.00
	Picture-in-picture video	Included	1	0.00	0.00
	Rough Transcript	Included	1	0.00	0.00
	Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
	Audio Only File	Included	1	0.00	0.00
	Summary	Case: Wilson v. Transunion, LLC Witness: Troy Kubes Start: 9:30 am ET End: 4:30 pm Date of depo: 12.13.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			15.75

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,065.75**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

Pay invoice

DepoDirect Inc

8605 Santa Monica Blvd
Ste 48841
West Hollywood, CA 90069-4109
(833) 913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4180
DATE	12/16/2024
TERMS	Net 30
DUE DATE	01/26/2025

JOB NUMBER	SALES REP	VID
14661	BH	Kimberly H

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	5.25	150.00	787.50
	Final Transcript per page	Rate per page	183	3.50	640.50
	Expedite Final Transcript	Rate at 60% for 5 days	183	2.10	384.30
	Technician	Included	1	0.00	0.00
	Witness Video	Included	1	0.00	0.00
	Picture-in-picture video	Included	1	0.00	0.00
	Rough Transcript	Included	1	0.00	0.00
	Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
	Audio Only File	Included	1	0.00	0.00
	Summary	Case: Wilson v. Transunion, LLC Witness: Ramesh Joshi Start: 9:30 am ET End: 2:45 pm Date of depo: 12.16.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			27.18

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,839.48**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

Pay invoice

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

www.its-your-internet.com
6787 Booth St, Suite 5A
Forest Hills, NY 11375
+18665261836
accounts@its-your-internet.com
http://www.its-your-internet.com

INVOICE

BILL TO
SmithMarco, P.C.
[Wilson v Trans Union]
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2631
DATE	01/01/2025
DUE DATE	02/10/2025

DATE	TASK DESCRIPTION	HRS	RATE	AMOUNT
12/12/2024	Expert Consulting (Jonathan Jaffe) continuing work on rebuttal report; Zoom with Plaintiffs;	1.60	330.00	528.00
12/23/2024	Expert Consulting (Jonathan Jaffe) downloading and reviewing recent production;	0.40	330.00	132.00
12/26/2024	Expert Consulting (Jonathan Jaffe) reading through Kubes depo; running queries on delete dates;	0.60	330.00	198.00
12/31/2024	Expert Consulting (Jonathan Jaffe) downloading Pant final transcript; requesting Pant exhibits; reading Pant deposition; downloading Pant exhibits and TU_0003597; running initial analysis on TU_0003597;	0.50	330.00	165.00

Please make all checks payable to: www.its-your-internet.com

BALANCE DUE **$1,023.00**

Please mail to the address above.

Thank you for your business!

PRA Group, Inc.
120 CORPORATE BOULEVARD
NORFOLK, VA 23502
TEL: (757) 519-9300

INVOICE

Item	Description	Unit Price	Quantity	Amount
1	Gather additional year of data for the matter Mandy Wilson v Transunion	$95	20 hours	$1,900

DepoDirect Inc

8605 Santa Monica Blvd
Ste 48841
West Hollywood, CA 90069-4109
(833) 913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4090
DATE	12/18/2024
TERMS	Net 30
DUE DATE	01/17/2025

JOB NUMBER	SALES REP	VID
14614T	BH	Jen D

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Final Transcript per page	Rate per page	345	3.50	1,207.50
	Summary	Case: Wilson v. Transunion, LLC Witness: KRISHNA DHANAPAL BALASUBRAMANYAM Start: 9:30 am ET End: 6 pm Date of depo: 12.4.24	1	0.00	0.00
	Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
	Late Fee	1.5% - Applied on Mar 19, 2025			18.11

We appreciate your business and look forward to serving you again soon!

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

BALANCE DUE **$1,225.61**

Pay invoice

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

Driskell Services, Inc.
508 Central Drive, Suite # 102
Virginia Beach, VA 23454
757-961-6961

Tax ID #: 54-1815668

Please Reference
Invoice #: 235171 when paying

Date: 09/05/2024

SmithMarco, P.C., Attorneys At Law
5250 Old Orchard Road
Suite # 300
Skokie, IL 60077

INVOICE FOR SERVICE

Service #915822: **Krishna Dhanapal Balasubramantam**
Documents: Witness Subpoena
Mandy Wilson v. Trans Union, LLC
Completed at: 08/27/2024 2:10 PM
Manner: SUBSTITUTE
Left With: Latoya Hall, Legal Assistant
Server: Ryan Rodriguez
Addr: Portfolio Recovery Associates, LLC 120 Corporate Blvd., Norfolk, VA 23502

Contact Person: Melanie Robison
Court Case #: 1:23-cv-00131-JPH-MJD

Court Date: 09/11/2024

Out of State $65.00

Service #915823: **James Bostwick**
Documents: Witness Subpoena
Mandy Wilson v. Trans Union, LLC
Completed at: 08/27/2024 2:10 PM
Manner: SUBSTITUTE
Left With: Latoya Hall, Legal Assistant
Server: Ryan Rodriguez
Addr: Portfolio Recovery Associates, LLC 120 Corporation Bvd., Norfolk, VA 23502

Contact Person: Melanie Robison
Court Case #: 1:23-cv-00131-JPH-MJD

Court Date: 09/12/2024

Out of State $25.00

Service #915824: **Susan Guevara**
Documents: Witness Subpoena
Mandy Wilson v. Trans Union, LLC
Completed at: 08/27/2024 2:10 PM
Manner: SUBSTITUTE
Left With: Latoya Hall, Legal Assistant
Server: Ryan Rodriguez
Addr: Portfolio Recover Associates, LLC 120 Corporate Boulevard, Norfolk, VA 23502

Contact Person: Melanie Robison
Court Case #: 1:23-cv-00131-JPH-MJD

Court Date: 09/13/2024

Out of State	$25.00
TOTAL CHARGES:	**$115.00**
BALANCE:	**$115.00**

United States District Court for the Southern District of Indiana

Mandy Wilson

Plaintiff(s)

vs

Trans Union, LLC

Defendant(s)

CERTIFICATE OF SERVICE

Case No.: **1:23-cv-00131-JPH-MJD**

Court Date: **09/11/2024**

The undersigned being duly sworn, states:

I am over the age of 18 years old and not a party in the above named entitled action.

I MADE SERVICE OF: Witness Subpoena

SERVICE ON: Krishna Dhanapal Balasubramantam

ADDRESS: **Portfolio Recovery Associates, LLC, 120 Corporate Blvd., Norfolk, VA 23502**

DATE SERVED: **08/27/2024** **TIME SERVED:** **2:10 PM**

(XX) SUBSTITUTE SERVICE (BUSINESS)- DELIVERED TO PERSON FOUND IN CHARGE OF USUAL PLACE OF BUSINESS OR EMPLOYMENT DURING BUSINESS HOURS AND GIVING INFORMATION OF ITS PURPORT.

Latoya Hall, Legal Assistant

I declare under penalty of perjury that the return is true and correct.

_____ Date September 05, 2024

Ryan Rodriguez
Driskell Services, Inc.
508 Central Drive, Suite # 102,
Virginia Beach, VA 23454
757-961-6961

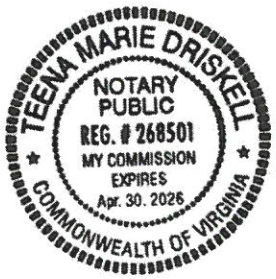
SUBSCRIBED AND SWORN To before me a notary public, 09/05/2024
In the City of Norfolk and the Commonwealth of Virginia.

_____

Teena Marie Driskell, Notary Public

Commission#: 268501

My Commission Expires: 04-30-2026



United States District Court for the Southern District of Indiana

Mandy Wilson

Plaintiff(s)

vs

Trans Union, LLC

Defendant(s)

CERTIFICATE OF SERVICE

Case No.: **1:23-cv-00131-JPH-MJD**

Court Date: **09/12/2024**

The undersigned being duly sworn, states:

I am over the age of 18 years old and not a party in the above named entitled action.

I MADE SERVICE OF: Witness Subpoena

SERVICE ON: James Bostwick

ADDRESS: **Portfolio Recovery Associates, LLC, 120 Corporation Bvd., Norfolk, VA 23502**

DATE SERVED: **08/27/2024** **TIME SERVED:** **2:10 PM**

(XX) SUBSTITUTE SERVICE (BUSINESS)- DELIVERED TO PERSON FOUND IN CHARGE OF USUAL PLACE OF BUSINESS OR EMPLOYMENT DURING BUSINESS HOURS AND GIVING INFORMATION OF ITS PURPORT.

Latoya Hall, Legal Assistant

I declare under penalty of perjury that the return is true and correct.

_____ Date September 05, 2024

Ryan Rodriguez
Driskell Services, Inc.
508 Central Drive, Suite # 102,
Virginia Beach, VA 23454
757-961-6961

SUBSCRIBED AND SWORN To before me a notary public, 09/05/2024
In the City of Norfolk and the Commonwealth of Virginia.

_____

Teena Marie Driskell, Notary Public

Commission#: 268501

My Commission Expires: 04-30-2026

United States District Court for the Southern District of Indiana

Mandy Wilson

Plaintiff(s)

vs

Trans Union, LLC

Defendant(s)

CERTIFICATE OF SERVICE

Case No.: **1:23-cv-00131-JPH-MJD**

Court Date: **09/13/2024**

The undersigned being duly sworn, states:

I am over the age of 18 years old and not a party in the above named entitled action.

I MADE SERVICE OF: Witness Subpoena

SERVICE ON: Susan Guevara

ADDRESS: **Portfolio Recover Associates, LLC, 120 Corporate Boulevard, Norfolk, VA 23502**

DATE SERVED: **08/27/2024** **TIME SERVED:** **2:10 PM**

(XX) SUBSTITUTE SERVICE (BUSINESS)- DELIVERED TO PERSON FOUND IN CHARGE OF USUAL PLACE OF BUSINESS OR EMPLOYMENT DURING BUSINESS HOURS AND GIVING INFORMATION OF ITS PURPORT.

Latoya Hall, Legal Assistant

I declare under penalty of perjury that the return is true and correct.

_____ Date September 05, 2024

Ryan Rodriguez
Driskell Services, Inc.
508 Central Drive, Suite # 102,
Virginia Beach, VA 23454
757-961-6961

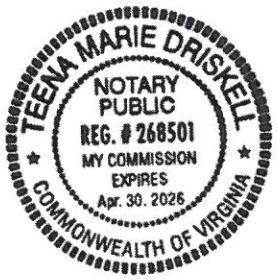
SUBSCRIBED AND SWORN To before me a notary public, 09/05/2024
In the City of Norfolk and the Commonwealth of Virginia.

_____

Teena Marie Driskell, Notary Public

Commission#: 268501

My Commission Expires: 04-30-2026



Driskell Services, Inc.
508 Central Drive, Suite # 102
Virginia Beach, VA 23454
757-961-6961

Tax ID #: 54-1815668

Please Reference
Invoice #: 235331 when paying

Date: 09/11/2024

SmithMarco, P.C., Attorneys At Law
5250 Old Orchard Road
Suite # 300
Skokie, IL 60077

INVOICE FOR SERVICE

Service #917156: **Portfolio Recovery Associates, c/o Corporation Service Company, R/A**
Documents: Subpoena Duces Tecum
Mandy Wilson v. Trans Union, LLC
Completed at: 09/05/202412:50 PM
Manner: SUBSTITUTE
Left With: Rene Nordquist, Service of Process Clerk
Server: Barry Driskell
Addr: 100 Shockoe Slip 2nd Floor, Richmond, VA 23219

Contact Person: Melanie Robison
Court Case #: 1:23-cv-00131-JPH-MJD

Court Date: 09/18/2024

Out of State	$65.00
TOTAL CHARGES:	**$65.00**
BALANCE:	**$65.00**

United States District Court for the Southern District of Indiana

Mandy Wilson

Plaintiff(s)

vs

Trans Union, LLC

Defendant(s)

CERTIFICATE OF SERVICE

Case No.: **1:23-cv-00131-JPH-MJD**

Court Date: **09/18/2024**

The undersigned being duly sworn, states:

I am over the age of 18 years old and not a party in the above named entitled action.

I MADE SERVICE OF: Subpoena Duces Tecum

SERVICE ON: Portfolio Recovery Associates, c/o Corporation Service Company, R/A

ADDRESS: **100 Shockoe Slip, 2nd Floor, Richmond, VA 23219**

DATE SERVED: **09/05/2024** **TIME SERVED:** **12:50 PM**

(XX) SUBSTITUTE SERVICE (BUSINESS)- DELIVERED TO PERSON FOUND IN CHARGE OF USUAL PLACE OF BUSINESS OR EMPLOYMENT DURING BUSINESS HOURS AND GIVING INFORMATION OF ITS PURPORT.

Rene Nordquist, Service of Process Clerk

I declare under penalty of perjury that the return is true and correct.

Date September 11, 2024

Barry Driskell
Driskell Services, Inc.
508 Central Drive, Suite # 102,
Virginia Beach, VA 23454
757-961-6961

SUBSCRIBED AND SWORN To before me a notary public, 09/11/2024
In the City of Norfolk and the Commonwealth of Virginia.

Teena Marie Driskell, Notary Public

Commission#: 268501

My Commission Expires: 04-30-2026

DepoDirect

8605 Santa Monica Blvd Suite 48841
West Hollywood, CA 90069
833-913-3376
billing@depodirect.com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	2655
DATE	12/18/2023
TERMS	Net 30
DUE DATE	01/30/2024

JOB NUMBER	SALES REP	VID
12970	BH	Jen D

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	5.25	150.00	787.50
Final Transcript per page	Rate per page	172	3.50	602.00
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Kolleen Flores-Kemmerer v. Portfolio Recovery Associates Witness: Susan Guevara, Vol II Start: 9:30 am EST End: 2:45 pm Date of depo: 12.18.23	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
Late Fee	1.5% - Applied on Mar 1, 2024			20.84

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,410.34**

ACH Payment
Chase Bank
Routing: 322271627
Account: 712657078

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

MANDY WILSON, on behalf of herself and all other similarly situated,	)	Case No. 1:23-cv-00131-JPH-MJD
Plaintiff,	)	Judge Hanlon Magistrate Judge Dinsmore
v.	)	
TRANSUNION, LLC	)	
Defendant.	)	

CERTIFICATION OF PLAINTIFF'S ATTORNEY STACY M. BARDO IN SUPPORT OF REQUEST FOR ATTORNEYS' FEES AND COSTS UPON FINAL APPROVAL OF CLASS SETTLEMENT

In connection with the anticipated Final Approval Hearing set for December 15, 2025 and consistent with the Preliminary Approval Order setting a deadline for Plaintiff's counsel to apply for an attorneys' fees and costs award, I hereby certify as follows:

Experience and Qualifications

1. I was admitted *pro hac vice* in this matter on August 19, 2024 as co-counsel for Plaintiff Mandy Wilson. On August 6, 2025, this Honorable Court appointed me as Class Counsel in connection with preliminary approval of the parties' Class Action Settlement Agreement.

2. To provide the Settlement Class with sufficient time to consider Class Counsel's request for attorneys' fees and costs, this Certification and Class Counsel's memorandum of law are timely filed.

3. As this Court was previously informed, 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

4. I am in my twenty-fifth year of practice and have spent the entirety of my legal career advocating on behalf of consumers. I have been principally involved in nearly a thousand actions involving credit reporting, automotive repair, debt collection, debt defense, identity theft, consumer fraud and deceptive sales, warranty breaches, automobile financing, repossession, odometer fraud complaints, mortgage servicing breaches, violations of state law under the Illinois Consumer Fraud Act, 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 for either merits or settlement purposes 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); *Cinelli v. MCS Claim Services*, 236 F.R.D. 118 (E.D.N.Y. 2006); *Flores v. Diamond Bank*, 2008 U.S. Dist. LEXIS 91097 (N.D. Ill. Nov. 7, 2008); *Burris v. Amcore Bank*, 2010 U.S. Dist. LEXIS 155792 (E.D. Wis. Jan. 25, 2010); *Subedi v. Merchant*, 2010 U.S. Dist. LEXIS 48190 (N.D. Ill. May 17, 2010); *Siragusa v. Advance Financial Federal Credit Union*,

2010 U.S. Dist. LEXIS 76885 (N.D. Ind. July 9, 2010); *Rogers v. Khatra Petro, Inc*., 2010 U.S. Dist. LEXIS 103599 (N.D. Ind. Sept. 29, 2010); *George v. Staples Inc. (In re Staples Inc.)*, No. 08-5746 (KSH), 2011 U.S. Dist. LEXIS 128601 (D.N.J. Nov. 4, 2011) (decision not for publication); *Nash v. CVS Caremark Corp*., 2011 U.S. Dist. LEXIS 145053 (D. R.I. Dec. 9, 2011); *Poechmann v. Alerus Financial, National Ass'n*, No. 10-4186 (SRN/FLN), 2012 U.S. Dist. LEXIS 46387 (D. Minn. Jan. 30, 2012); *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 forthcoming final approval of a class action settlement.

6. I have also been appointed class counsel in the following cases: *Case v. Ameritech Services, Inc*., 02 CH 19210 (Circuit Court of Cook County – Illinois Consumer Fraud Act class); *Holman v. Spring Lakes Mobile Home Estates*, 05 CH 3842 (Circuit Court of Cook County – Illinois Consumer Fraud Act class); *Crosby et al v. PACE Suburban Bus*, 07 C 06235 (N.D. Ill., final approval order of class settlement entered May 24, 2012); *Curtis et al., v. Vienna Beef, Ltd*., 07 CH 27980 (Circuit Court of Cook County – Illinois Consumer Fraud Act class); *Ryder v. Equifax*, No. 09 C 7626 (N.D. Ill., final approval order of FCRA class settlement entered June 3, 2011); *Jamison v. Summer Infant, et al*., No. 09 C 7513 (N.D. Ill., final approval order of class settlement entered May 16, 2012); *Brinkley v. Zwicker and Associates*, No. 13 C 1555 (N.D. Ill., final approval order of class settlement entered March 5, 2014); *Grandalski v. Encore Receivable*

Management, Inc., No. 12 C 5423 (N.D. Ill.); *Caine v. Advance America*, 12 C 237376 (Superior Court for the State of California, Santa Clara County); *Funderburk v. Wirbicki, et al*., No. 13 C 4848 (N.D. Ill., final approval order of class settlement entered February 17, 2016); *Pietrzak v. Saul Ewing Arnstein & Lehr LLP*, No. 18 C 06314 (N.D. Ill., final approval order of class settlement entered January 23, 2020).

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

8. 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.

9. 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 – National Association of Consumer Advocates/National Consumer Law Center Spring Training – *Practice Management, Business Track Development*; May 2023 – Perrin Conferences *Webinar*; May 2024 – National Association of Consumer Advocates/National Consumer Law Center Spring Training – Navigating the FDCPA in State Court; May 2025 – National Association of Consumer Advocates/National Consumer Law Center Spring Training – *Deposition Strategies*. I will also be speaking on FCRA issues at an upcoming MyLawCLE seminar.

My Hourly Rate and Fees/Expenses

10. My current hourly rate for contingent-based fee cases such as this one is $610.00. My rate was adjusted from $595.00 for 2023 work to $610.00 for 2024-2025 work based upon CPI factors. According to the CPI inflation calculator of the federal Bureau of Labor Statistics (bls.gov/data/inflation_calculator.html), $595.00 in July of 2023 had the same buying power as $644.24 in August of 2025 (the most recent month for which data is available on the site as of the date of this declaration).

11. I cite herein previous judicial approval of my hourly rates as support for the propriety of a $610.00 per hour fee charge in this case:

- *Greater Chicago Finance Co. v. Montiel*, No. 2019 M1 500793 (Circuit Court of Cook County, Municipal Division, August 27, 2025 (after win at trial on detinue action, judgment against third party defendant auto dealership entered with awarded attorney fee rate calculated at $610.00 per hour);
- *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 in auto repair shop case 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);

- *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 in autofraud case 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 against an auto dealer);

- *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).

12. Throughout the pendency of this action, I kept detailed, contemporaneous fee and expense records. Copies of those records are available for an *in camera* inspection should this Court find them helpful in determining the appropriateness of our fee request. As indicated in the chart submitted by my co-counsel, as of October 15, 2025, my time records demonstrate that I have spent 149.4 hours on work for this case and anticipate that I will spend approximately 20 more hours through final approval and post-final approval class administration. This work included, but is not limited to, fact and expert discovery (both written and oral), discovery motions (motions to compel and to address third party subpoena compliance), telephonic court appearances before Magistrate Judge Dinsmore, settlement negotiations, class settlement agreement drafts, class settlement briefing (associated with preliminary approval), and class settlement administration (working with the settlement administrator to address class member inquiries, ensure notice was properly posted and mailed, and communicating with class members and other interested members of the public on the case).

13. Therefore, including the anticipated time spent to finalize this matter, I will have spent $103,334.00 in attorney time. My expense bills are attached hereto and total $3,102.04.

14. When this time and expense is added to that of my co-counsel, our lodestar cross-check establishes the reasonableness of our total fees and costs request, as we are requesting less than a two-times lodestar multiplier.

Under penalties as provided by law pursuant to 28 U.S.C. § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

Executed on October 21, 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

INVOICE

Bardo Law P.C.
203 North LaSalle Street, Suite 2100
Chicago, IL - Illinois 60601

Invoice #: 1117
Date: 10-07-2025
Due On: 10-07-2025

Mandy Wilson

Expenses

08-16-24	SB	Pro Hac Vice Filing Fee - SD Indiana	1.00	100.00	$100.00
11-26-24	SB	Veritext Deposition - Jonathan Jaffe	1.00	1822.10	$1,822.10
04-23-25	SB	Deposition - David Alfaro	1.00	1179.94	$1,179.94

Expenses Subtotal: $3,102.04

Subtotal	$3,102.04
Tax	$0.00
Total	$3,102.04
Payment	$0.00
Balance Owing	$3,102.04

Statement Account Summary

Previous Balance		New Charges		Payments Received		**Total Amount Outstanding**
$0.00	+	$3,102.04	-	$0.00	=	**$3,102.04**

Detailed Statement Account Summary

Previous Balance:	$0.00
New Charges:	$3,102.04
Payments Applied:	$0.00
Total Amount Outstanding:	**$3,102.04**

Detailed Operating Retainer Summary

Previous Retainer Balance:	$0.00
Retainer Deposits Since Last Invoice:	$0.00
Remaining Retainer Balance:	$0.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total

Trust Account Balance $0.00

Operating Account Balance $0.00

Total Client Balance $3,102.04

Total Matter Balance $3,102.04

Please make all amounts payable to: Bardo Law P.C.

From: do_not_reply@psc.uscourts.gov
To: Stacy Bardo
Subject: Pay.gov Payment Confirmation: INDIANA SOUTHERN DISTRICT COURT
Date: Friday, August 16, 2024 8:32:16 AM

Your payment has been successfully processed and the details are below. If you have any questions or you wish to cancel this payment, please contact: INSD Finance Office at 317-229-3912.

Account Number: 4681931
Court: INDIANA SOUTHERN DISTRICT COURT
Amount: $100.00
Tracking Id: AINSDC-8293205
Approval Code: 01229G
Card Number: **********8950
Date/Time: 08/16/2024 09:30:40 ET

NOTE: This is an automated message. Please do not reply

Veritext, LLC - Texas Region
Tel. 817-336-3042 Email: calendar-tx@veritext.com
Fed. Tax ID: 20-3132569

VERITEXT LEGAL SOLUTIONS

Bill To: Stacy Bardo
Bardo Law PC
22 W Washington St
Suite 1500
Chicago, IL, 60602

Invoice #: **7771351**
Invoice Date: **10/8/2024**
Balance Due: **$1,822.10**

Case: Wilson, Mandy v. Transunion LLC (1:23cv00131JPHJMD) **Proceeding Type: Depositions**

Job #: 6915444 | Job Date: 9/24/2024 | Delivery: Normal

Location: New York, NY

Billing Atty: Stacy Bardo

Scheduling Atty: Juan Antonio Solis | O'Melveny & Myers, LLP

Witness: Jonathan Jaffe	Quantity	Price	Amount
Transcript Services - Certified Transcript	358.00	$3.85	$1,378.30
Transcript - Supplemental Surcharges*	358.00	$0.20	$71.60
Exhibits	340.00	$0.55	$187.00
Veritext Exhibit Package (ACE)	1.00	$55.00	$55.00
Secure Hosting & Delivery of Veritext File Suite	1.00	$94.00	$94.00
Logistics & Processing	1.00	$62.00	$62.00
Smart Summary - Over 100 Transcript Pages	1.00	$99.00	$99.00

Notes: *Supplemental Surcharges Include: Video Proceeding

Invoice Total:	**$1,946.90**
Payment:	**$0.00**
Credit:	**($154.00)**
Interest:	**$29.20**
Balance Due:	**$1,822.10**

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult http://www.veritext.com/services/all-services/services-information

Remit to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303
Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name:BMO Harris Bank
Account No:4353454 **ABA:**071000288
Swift: HATRUS44

Pay by Credit Card: www.veritext.com

Invoice #: **7771351**
Invoice Date: **10/8/2024**
Balance Due: **$1,822.10**

1687

Bardo Law, P.C.
General Operating Account
22 West Washington, Suite 1500
Chicago, IL 60602
(312) 219-6980

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
2-1/710

EZShield™ Check Fraud Protection for Business

11/26/2024

PAY TO THE ORDER OF Veritext, LLC

$ **1,822.10

One thousand eight hundred twenty-two and 10/100********** DOLLARS

Veritext, LLC
P.O. Box 71303
Chicago IL 60694-1303

MEMO Invoice #7771351

AUTHORIZED SIGNATURE

⑈001687⑈ ⑆071000013⑆ [redacted]

Bardo Law, P.C. 1687

11/26/2024	Veritext, LLC		
		Transcript fees to court reporter - Wilson v. TransUnic	1,822.10

General Operating Account (3255)	Invoice #7771351	1,822.10

Bardo Law, P.C. 1687

11/26/2024	Veritext, LLC		
		Transcript fees to court reporter - Wilson v. TransUnic	1,822.10

General Operating Account (3255)	Invoice #7771351	1,822.10

DepoDirect Inc

8605 Santa Monica Blvd Suite 48841
West Hollywood, CA 90069
(833) 913-3376
billing@depodirect com

INVOICE

BILL TO
David M. Marco
Smith Marco, P.C.
5250 Old Orchard Road
Suite 300
Skokie, IL 60077

INVOICE	4199
DATE	12/18/2024
TERMS	Net 30
DUE DATE	01/28/2025

JOB NUMBER	SALES REP	VID
14660	BH	Kimberly H

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Platform/Digital Reporter	2 hour minimum Platform + Digital Reporter	7.75	150.00	1,162.50
Technician	Included	1	0.00	0.00
Witness Video	Included	1	0.00	0.00
Picture-in-picture video	Included	1	0.00	0.00
Rough Transcript	Included	1	0.00	0.00
Digital Exhibits, Original + Annotated	Included	1	0.00	0.00
Audio Only File	Included	1	0.00	0.00
Summary	Case: Mandy Wilson v. Transunion, LLC Witness: David Alfaro Start: 9:30 am ET End: 5:15 pm Date of depo: 12.18.24	1	0.00	0.00
Invoice Email	Please let me know if there is a different email I should use to send invoices. W9 is attached.	1	0.00	0.00
Late Fee	1.5% - Applied on Mar 19, 2025			17.44

We appreciate your business and look forward to serving you again soon!

BALANCE DUE **$1,179.94**

ACH Payment
Chase Bank

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

Routing: 322271627
Account: 712657078

Pay invoice

DepoDirect reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Late fees will be applied to outstanding invoices 30 days past the due date and access to the DepoDirect platform will be suspended. If sent to collections, collection agency fees will be applied.

intuit quickbooks

Payment receipt

You paid $1,179.94

to DepoDirect Inc on 4/23/2025

Invoice no.	4199
Invoice amount	$1,179.94
Total	**$1,179.94**

Status	Paid
Payment method	Credit Card
Authorization ID	MQ0269227771

Thank you

DepoDirect

DepoDirect Inc

8339133376

www.DepoDirect.com | billing@depodirect.com
8605 Santa Monica Blvd Suite 48841, West Hollywood, CA 90069

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, https://www.intuit.com/legal/licenses/payment-licenses). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.