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

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

PLAINTIFF'S *UNOPPOSED* MOTION IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Dated: January 8, 2026

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

I. INTRODUCTION AND OVERVIEW OF PROPOSED SETTLEMENT

Plaintiff Tysen Hansen ("Plaintiff"), by and through undersigned counsel, respectfully submits this Memorandum of Law in support of his Motion seeking preliminary approval of the Class Action Settlement reached between Plaintiff and Defendant ASP Aesthetics LP ("Defendant" or "ASP") (Plaintiff and Defendant are collectively referred to as the "Parties").[1] Pursuant to Local Rule 6.11(a)(1) governing the approval of class action settlements, Plaintiff provides the required overview of the settlement as follows, and as explained in further detail below:

(a) A brief description of the occurrence giving rise to the settlement and basis for jurisdiction and venue: As alleged in Plaintiff's Complaint, this lawsuit arises from Defendant's alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* ("TCPA"). Defendant allegedly sent text message communications to Class Members after they had asked Defendant to no longer send them text messages.

(b) The potential class size: The settlement class includes approximately 4,891 people.

(c)(d) The total settlement fund and whether the settlement is a claims-made or an opt-out settlement: The settlement provides that Defendant shall make up to $1,319,450 in cash ("Settlement Fund") available for payment of claims submitted by Class Members. Each Class Member who submits a claim shall be paid up to $55.00 per text they received from Defendant after first asking Defendant to stop contacting them. One claim is allowed per Settlement Class Member. No Class Member shall receive payment in excess of ten (10) text messages per Class Member.

(e) Anticipated *pro rata* share that claimants will receive: It is anticipated Settlement Class Members will receive up to $55.00 per text message and those who received multiple text messages could receive up to $550.00.

(f) Injunctive relief: The Settlement does not provide for any injunctive relief but Defendant has agreed to change its corporate practice to adopt policies and procedures to ensure future compliance with the TCPA.

(g) Details about the value of any coupons or voucher: Not applicable, as the Settlement provides for cash payments.

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[1] Unless otherwise noted, all capitalized terms have the definition given them in the Class Action Settlement Agreement (the "Settlement" or "Agreement"), which is attached as Exhibit A.

(h) (i) Settlement Administration information and proposed notice plan: The Parties have chosen Continental DataLogix LLC as the proposed Settlement Administrator (www.ASPTCPA.settlement.com). The settlement administration costs are estimated to be $40,948, and the proposed notice plan includes: (i) a direct email notice campaign (ii) postcard notice to those who no email is available; (iii) the establishment of a settlement website where class members can submit a claim for a cash payment online and (iv) long form notice on the website with all relevant information with a phone number dedicated to the settlement administration for information.

(i) Proposed deadlines:

Notice to be completed by:	(45 days after prelim. Approval)
Motion for Attorneys' fees:	(65 days after prelim. Approval)
Objection deadline:	(80 days after prelim. Approval)
Exclusion deadline:	(80 days after prelim. Approval)
Claims deadline:	(15 days after Final Approval Hearing)
Motion for final approval:	(65 days after prelim. Approval)
Final approval hearing:	(100+ days after prelim. Approval)

As explained in further detail below, the Settlement reached between the Parties was reached after contentious litigation and arm's-length negotiations that spanned between August and October of 2025 with the help of a well-respected neutral Howard Tescher and it provides for significant compensation that is well in line with other similar settlements that have received final approval across the country in similar TCPA cases.

II. FACTUAL AND PROCEDURAL BACKGROUND

The subsidiary of Defendant, which is headquartered in Illinois, provides nonclinical support services for independently owned and operated medical aesthetic studios offering non-surgical cosmetic treatments Chapter Aesthetic Studio ("Chapter"). The support services, include, but are not limited to, accounting, advertising and marketing, human resources, and appointment scheduling services. Each Chapter studio employes licensed healthcare providers to perform its services.

Plaintiff, responded to a September 12, 2024 text from Defendant with the word "Stop". Defendant acknowledged receipt of Plaintiff's stop request, but allegedly continued to send him

text messages. In April 2025, Plaintiff filed a putative class-action lawsuit in the United States District Court, Northern District of Illinois as Case No. 1:25-cv-03662 seeking to represent a nationwide class of similar situated people who had also requested a stop to Defendant's text messages but had continued to receive them after the fact in violation of the TCPA.

In an effort to resolve the litigation and bring finality to the Parties' dispute, the Parties began to discussing class-wide mediation in early August of 2025 but did not come to a resolution until mediation was actually held on October 14, 2025 with Howard Tescher of Tescher Mediation Group, Inc. In order to effectuate the Settlement, the Parties agreed that the prior action would be dismissed and refiled as a new action before this Court.

III. THE PROPOSED SETTLEMENT

A. The Settlement Class

The proposed Settlement Class is defined as: All persons within the United States who, within the four years prior to the filing of this Complaint, (1) made a request to Defendant to not receive future text messages, (2) were sent a text message from Defendant or anyone on Defendant's behalf, (3) to said person's cellular telephone number, (4) regarding Defendant's goods, products or services. Ex. A at 9.

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); and (5) any Settlement Class Member who has timely opted out of this proceeding. Ex. A at 9.

B. The Settlement

The Settlement provides that Defendant shall make up to $1,319,450 available for payment of claims submitted by Class Members. Each Settlement Class Member who submits a timely,

valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check in the amount of up to $55.00 per text message that the Class Member received from or on behalf of Defendant after first asking Defendant to stop contacting them. Only one claim is allowed per Settlement Class Member and no Settlement Class Member shall be entitled to any payment or compensation in excess of 10 violative text messages per Settlement Class Member.

In addition, Class Counsel will request, and Defendant will not oppose, a Service Award not to exceed $5,000.00 for Plaintiff, to be paid from the Settlement Fund. I

Last, Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses of 33% of the Settlement Fund but not to exceed $435,418.50, to be paid by Defendant from the Settlement Fund.

C. Notice and Settlement Administration

The Parties have selected an experienced third-party Settlement Administrator, Continental DataLogix LLC, that will handle all Class Notice, Claim Form review, settlement payments, and other Settlement logistics. *See* Ex. A at 13-16. The Settlement Administrator will obtain the email address and/or physical mailing address of each potential member of the Settlement Class from Defendant. Ex. A at 14. Notice will consist of direct notice by email to all potential Settlement Class Members for whom Defendant has provided an email address and postcard mail notice to those without email. Ex. A at 14-15. In addition, the Settlement Administrator will create a settlement website that will contain all relevant documents and will allow Settlement Class Members to submit a claim electronically. Ex. A at 15. The Settlement Administrator will also establish a toll-free telephone number that members of the Settlement Class may call to obtain information. Ex. A at 15-16.

D. Claims, Exclusion, and Objection Procedures

Notice shall be completed within 45 days of the Preliminary Approval Order being entered and Settlement Class Members shall no less than thirty-five (35) days to object or exclude themselves from its terms. Claims can be made online on the Settlement Website and would be open for fifteen (15) days following the Final Approval Hearing date for Settlement Class Members to file a claim through the mail or through the website.

E. Form and Scope of Release

In exchange for the relief described above, Plaintiff and all Settlement Class Members who do not exclude themselves will provide the Released Parties a full release of all Released Claims. The Released Claims means all claims for relief against Released Parties that arise out of, concern, or relate to the receipt of text messages from Defendant.

IV. LEGAL STANDARD

"Certification of a class action in Illinois is governed by section 2-801 of the Code." *Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033 at ¶ 52. To satisfy § 2-801 for purposes of settlement, a plaintiff must establish that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are common questions of fact or law which predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy. Further, the proponents of a class action settlement must establish that the settlement "is fair, reasonable, and in the best interest of all who will be affected by it, including absent class members." *Lee* at ¶ 54.

Illinois courts generally favor class action settlements because the settlement of class action litigation serves the public interest. *See Langendorf v. Irving Trust Co*., 244 Ill. App. 3d 70, 78 (1st Dist. 1992). Courts review proposed class action settlements using a well-established two-step

process. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶¶ 4, 7, 15. The first step is a preliminary, prenotification hearing to determine whether the proposed settlement is "within the range of possible approval." Conte & Newberg, 4 *Newberg on Class Actions*, §11.25 (4th Ed. 2002) 38–39; *Sabon*, 2016 IL App. (2d) 150236, ¶ 4. If the Court finds the settlement proposal "within the range of possible approval," the case proceeds to the second step in the review process: the final approval hearing. *Newberg* § 11.25 at 38–39.

V. DISCUSSION

A. The Settlement Is Fair and Reasonable and Warrants Preliminary Approval.

The Settlement meets all eight factors for considering whether it is fair and reasonable and therefore it should be preliminarily approved. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

1. The Settlement Agreement Provides Substantial Relief.

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: each Settlement Class Member will receive a payment of up to $55.00 per text message that they actually received from the $1,319,450 million dollar Settlement Fund after timely submitting a valid claim form While Plaintiff believes that he could have prevailed on the merits of their claims, he is also aware that Defendant denies the material allegations asserted by him and on behalf of the class he seeks to represent and would pursue several defenses. If successful, Defendant's defenses could result in Plaintiff and the proposed Settlement Class Members receiving no payment or relief whatsoever. Thus, the unclear nature of several potentially dispositive threshold issues in this case poses a significant risk to Plaintiff's claims.

In addition to any defenses on the merits Defendant would raise, should litigation continue, Plaintiff would also be required to prevail on a class certification motion, which would be highly contested and for which success would be difficult. Approval would allow Plaintiff and the

Settlement Class Members to receive meaningful and significant payments now, instead of years from now or never. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 582 (N.D. Ill. 2011).

Additionally, and most importantly, the fairness, reasonableness, and adequacy of the instant Settlement are supported by previously-approved TCPA settlements. In this case each class member is eligible to receive up to $55.00 and, in some cases, more than that, up to a total payment of $550.00 per Settlement Class Member. This exceeds by multiples the payments provided to class members in many analogous TCPA class action settlements. *See, e.g., Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090, at *2 (M.D. Fla. Apr. 2, 2019) (approximately $7 per potential class member); *Prather v. Wells Fargo Bank, N.A.*, No. 15- 4231, 2017 WL 770132 (N.D. Ga. Feb. 24, 2017) ($4.65 per potential class member*); Luster v. Wells Fargo Dealer Servs., Inc.*, No. 15-1058, ECF No. 60 (N.D. Ga. Feb. 23, 2017) ($4.65 per potential class member); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) ($5.55 per potential class member); *Cross v. Wells Fargo Bank, N.A.*, No. 15-cv-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016) ($4.75 per potential class member); *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156, 2016 WL 4708028 (N.D. Ga. Sept. 7, 2016) ($4.95 per potential class member); *Wilkins v. HSBC Bank Nev., N.A.,* No. 14-190, 2015 WL 890566, at *3 (N.D. Ill. Feb. 27, 2015) ($2.95 per potential class member); *Picchi v. World Fin. Network Bank*, No. 11-61797 (S.D. Fla. Jan. 30, 2015) ($2.63 per potential class member); *Duke v. Bank of Am., N.A.*, No. 12-4009, ECF Nos. 51, 59 (N.D. Cal. Feb. 19, 2014) ($4.15 per potential class member); *Johnson v. Navient Sols., Inc.*, No. 21:15- cv-00716-LJM-MJD, ECF No. 175 (N.D. Ind. Jul. 26, 2017) ($19,744,650 to compensate a class that included 429,893 unique telephone numbers with wrong number codes, or just under $46 per potential class member). Additionally significant, the court in *Markos v. Wells Fargo Bank, N.A.* characterized a $24 per-claimant recovery in a TCPA class

action as "an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter." No. 15-1156, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017).

2. Defendant's Ability to Pay Weighs in Favor of Approval.

The second factor, Defendant's ability to pay, weighs in favor of approval as well. Defendant, while a successful company, only has approximately twenty (20) locations throughout the United States and has increasing business costs which also support Settlement at the monetary amount which was agreed upon. Courts recognize in the analysis of this factor, "financial ability to withstand a larger judgment is offset by the relative strengths and weaknesses of the parties' litigation positions and the uncertainty of a more positive result for the Class had the litigation continued to conclusion." *Glaberson v. Comcast Corp.,* 2015 WL 5582251, at *8 (E.D. Pa. Sept. 22, 2015). This weighs in favor of approving the Settlement. *See Dryer v. Nat'l Football League*, 2013 WL 5888231, at *4 (D. Minn. Nov. 1, 2013) (reasoning that "there is no issue with the NFL's financial condition," and concluding that "[t]his factor [defendant's ability to pay] is neutral in the Court's analysis").

3. Continued Litigation is Likely to be Complex, Lengthy, and Expensive.

Without a settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Not only would the Parties have to undergo significant motion practice before any trial on the merits is even contemplated, but evidence and witnesses from both sides and from across the country would have to be assembled for any trial. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as on class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation – especially

given the very real possibility of an unfavorable outcome – is not in the interest of any of the Parties or Settlement Class Members.

4. There Has Been No Opposition to the Settlement.

While this factor is best examined after notice has been provided to the Settlement Class Members and after the objection deadline, there is presently no known opposition to the Settlement. Thus, this factor weighs in favor of approval.

5. The Settlement Agreement Was the Result of Extensive and Lengthy Arm's-Length Negotiations Between the Parties.

There is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's-length negotiations. *See Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'"). Here, there is no evidence of collusion. To the contrary, the initial settlement in principle was reached after almost months of discussions and an arm's-length negotiation at a full-day mediation with Mediator Howard Tescher. The final Settlement being presented to the Court here took additional weeks of negotiations before it was finalized. Moreover, settlement negotiations began only after an exchange of information regarding, among other things, the potential scale and composition of the Settlement Class and Defendant's financial position. Finally, given the size of the settlement fund being made available, this Settlement was clearly reached because of good-faith negotiations rather than any collusion.

6. Class Counsel Have No Reason to Believe There Will Be Any Opposition.

As with factor number four, Class Counsel are not aware of any opposition to the Settlement, and because of the strength of the Settlement and the amount made available to Settlement Class Members by the Settlement, Plaintiff and Class Counsel expect little to no opposition to the Settlement. Plaintiff strongly supports the Settlement and believes that it is fair

and reasonable, particularly because of the defenses Defendant have and will raise and the potential risks involved with continued litigation.

7. The Settlement Agreement Has The Support of Experienced Proposed Class Counsel.

Class Counsel believe that the proposed Settlement is in the best interests of Settlement Class Members because they will receive an immediate, material payment instead of having to pursue lengthy litigation and likely subsequent appeals. The Settlement also avoids the possibility of a defense verdict or a favorable defense decision on class certification or summary judgment wiping out all recovery for the Settlement Class. Defendant has indicated that it would raise several potentially dispositive defenses if the case proceeds, and it is therefore possible that Settlement Class Members would receive no benefit whatsoever without this Settlement.

Given Class Counsel's extensive experience litigating similar class action cases in courts across the country, this factor also weighs in favor of granting preliminary approval. *See* Declaration of Manuel Hiraldo, attached as Exhibit B, at ¶ 3.

8. The Parties Exchanged Information Sufficient to Assess the Strengths and Weaknesses of the Claims and Defenses.

The eighth factor is designed to permit the Court to consider the extent to which the Court and Counsel were able to evaluate the merits of the case and to assess the reasonableness of the Settlement. *See, e.g.*, *City of Chi.*, 206 Ill. App. 3d at 972. Here, in advance of a settlement being reached, the Parties participated in a full-day mediation and exchanged information that enabled Class Counsel to thoroughly investigate the facts and law and assess the strengths and weaknesses of Plaintiff's claims. Accordingly, this factor weighs in favor of Preliminary Approval.

B. The Proposed Class Notice Should Be Approved.

Under 735 ILCS 5/2-803, a court may provide class members notice of any proposed settlement to protect the interests of the class and the parties. *See, e.g.*, *Cavoto v. Chi. Nat'l League*

Ball Club, Inc., 2006 WL 2291181, at *15 (Ill. App. Ct. 1st Dist. Jul. 28, 2006) (noting that "section 2-803 makes it clear that the statutory requirement of notice is not mandatory"). Notice must be provided to absent class members to the extent necessary to satisfy requirements of due process. *See Cavoto*, 2006 WL 2291181, at *15. As explained by the U.S. Supreme Court, due process requires that notice be the "best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections as well as describe the action and the plaintiffs rights in it." *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 36 (citing *Phillips Petroleum Co. v. Shuts*, 472 U.S. 797, 812 (1985)). The proposed Notice in this case satisfies the requirements of 735 ILCS 5/2-803 and due process. As set forth above, the Settlement Agreement contemplates a Notice Plan that provides direct notice designed to reach as many potential Settlement Class Members as possible. In particular, the Notice process should be very effective because the Settlement Class Members have all had an established relationship with Defendant and therefore Defendant has useful information on how to contact the Settlement Class Members including their email address and/or mailing addresses which the Notice plan relies on.

C. The Court Should Grant Class Certification for Settlement Purposes.

For settlement purposes only, Plaintiff requests that the Court make preliminary findings and enter an Order granting provisional certification of the Settlement Class and appointing Plaintiff and their Counsel to represent the Settlement Class. Defendant does not oppose this request for settlement purposes only and the proposed Settlement Class meets all the applicable certification requirements pursuant to Section 2-801.

1. The Class is Sufficiently Numerous and Joinder is Impracticable.

Numerosity is met where "the class is so numerous that joinder of all members is impracticable." 735 ILCS 5/2-801(1). Here, the Settlement Class consists of 4,891 Settlement Class Members. Thus, there is no question numerosity is satisfied.

2. Common Questions of Law and Fact Predominate.

Commonality is met where there are "questions of fact or law common to the class" and those questions "predominate over any questions affecting only individual members." 735 ILCS 5/2-801(2). Common questions of law or fact exist when the members of the proposed class have been aggrieved by the same or similar misconduct. *See, e.g.*, *Walczak v. Onyx Acceptance Corp.*, 365 Ill. App. 3d 664, 673–74 (2d Dist. 2006).

In this case, all members of the proposed Class hold claims that raise the same common issues that Defendant caused text messages to be transmitted to their telephone after they had requested not to receive any more text messages in violation of the TCPA.

Predominance is satisfied "when there exists generalized evidence that proves or disproves an element on a simultaneous, class-wide basis." *Golon v. Ohio Savs. Bank*, No. 98-cv-7430, 1999 WL 965593, at *4 (N.D. Ill. Oct. 15, 1999). Here, in the context of the Settlement Class and for settlement purposes only, the common questions resulting from Defendant's alleged conduct predominate over any individual issues that may exist and can be answered on a class-wide basis based on common evidence. Accordingly, the commonality factor is satisfied.

3. The Class Representative Has and Will Continue to Provide Adequate Representation for Settlement Class Members.

The third element of Section 2-801 requires that "[t]he representative parties will fairly and adequately protect the interests of the class." 735 ILCS 5/2-801(3). The class representative's interests must be generally aligned with those of the class members, and class counsel must be

"qualified, experienced and generally able to conduct the proposed litigation." *Miner v. Gillette Co.*, 87 Ill. 2d 7, 14 (1981).

Here, Plaintiff's interests are entirely representative of and consistent with the interests of the proposed Settlement Class Members: all have been sent text messages in violation of the TCPA. Plaintiff's pursuit of this matter has demonstrated that he has been, and will remain, a zealous advocate for the Settlement Class. Thus, Plaintiff has the same interests as the Settlement Class and is a suitable representative. Further, Class Counsel have extensive class action experience, including counsel who have been appointed class counsel dozens of times in state and federal courts throughout the country, and have vigorously pursued Plaintiff's and the Settlement Class Members' claims. Further, as reflected by the terms of the Settlement, and as discussed above, Class Counsel have more than adequately represented the interests of Plaintiff and the Settlement Class.

4. Certifying the Settlement Class Will Allow for a Fair and Efficient Adjudication of the Controversy.

The final prerequisite to class certification is that "the class action is an appropriate method for the fair and efficient adjudication of the controversy." ILCS 5/2-801(4). A "holding that the first three prerequisites of section 2-801 are established makes it evident that the fourth requirement is fulfilled." *Gordon v. Boden*, 224 Ill. App. 3d 195, 204 (1991). Thus, the fact that numerosity, commonality and predominance, and adequacy of representation have all been demonstrated makes it "evident" that this requirement is satisfied. This case is also well suited for class treatment for purposes of settlement because Plaintiff and the Settlement Class Members' claims all involve alleged violations of the TCPA. It is highly unlikely that individuals would invest the time and expense necessary to seek relief through individual litigation. As such a class

action is the superior method of adjudicating this action and the Settlement Class should be certified.

VI. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that this Court enter the proposed Preliminary Approval Order.

DATED: January 8, 2026

Respectfully submitted,

TYLER HANSEN

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

The undersigned hereby certifies that on January 8, 2026, the foregoing document was filed via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Eugene Y. Turin
Eugene Y. Turin