

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Craftwood Lumber Company, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

Senco Brands, Inc.,

Defendant.

Case No. 1:14-cv-06866

Hon. John Robert Blakey

**Declaration of Dan Schade in Support of Motion for Final Approval and Motion for Award
of Attorneys' Fees and Reimbursement of Expenses**

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Declaration of Dan Schade

I, Dan Schade, declare:

1. I am the owner of Schade Builders Supply ("Schade"). I am authorized to submit this declaration on its behalf. Schade is a member of the settlement class in this lawsuit. I make this declaration in support of the motion to approve the settlement and the motion for class counsel to recover attorneys' fees and costs. I have personal knowledge of the following facts, and could testify competently thereto if called as a witness in this action.

2. During my time with Schade, it has, from time to time, received fax advertisements it did not agree to receive. I do not like these faxes because they tie up our fax machine, waste our employees' time, and consume paper and toner. The store throws the faxes away.

3. Schade's fax number is (419) 638-2005. I understand that records in the lawsuit show that Schade received 61 fax advertisements from Senco Brands, Inc. ("SBI") since September 5, 2010. I did not agree to receive these faxes, nor, to the best of my knowledge, did anyone else at Schade. The settlement administrator will be able to determine how many we received from transmission records produced in this case. Without these records, it appears we would have no way to be compensated.

4. Schade supports the proposed class settlement. I understand from the class notice that SBI agreed to create a \$3 million common fund to compensate the class. SBI also agreed to pay out of the common fund up to \$1 million in attorney fees and costs, plus an incentive award to the class plaintiff up to \$35,430. I

1 understand that the law provides for minimum statutory damages of \$500 per
2 violation. Schade didn't keep records of the SBI faxes, however, and will be paid
3 entirely based on the settlement administrator's count. Under the circumstances I
4 believe the overall settlement and our recovery are excellent.

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6 5. I also understand that attorneys' fees will be paid from the class
7 recovery, and that the class attorneys are seeking payment for fees and
8 reimbursement of expenses in an amount equal to about one-third of the class
9 settlement fund. If attorneys' fees are awarded in this amount, I understand that
10 Schade is projected to receive \$67 per fax transmission. This will likely be a
11 significant award because the funds are automatically distributed, meaning we will
12 be compensated without even having to make a claim. We fully support the
13 attorneys' fees and cost reimbursement request because we believe the class lawyers
14 obtained an excellent recovery and believe the request is fair.

15
16 6. Overall, I appreciate class counsel's and plaintiff's efforts in this case.
17 In particular, I appreciate the fact that class counsel obtained a settlement in which
18 class members need not even submit a claim in order to be compensated.

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20 I declare under penalty of perjury under the laws of the United States that the
21 foregoing is true and correct.

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23 Executed this 31 day of March 2017 at Helena, Ohio.

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25 

26 Dan Schade
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