

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

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

Plaintiff,

v.

SBI Brands, Inc.,

Defendant.

Case No. 1:14-cv-06866

Hon. John Robert Blakey

**Declaration of David W. Brunjes in Support of Plaintiff's Motion for Final Approval of
Settlement and Certification of Settlement Class**

I, David W. Brunjes, declare as follows:

1. I am President of Craftwood Lumber Company, the named plaintiff in this action. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

2. Craftwood, an Illinois corporation, does business under the name “Craftwood Lumber & Hardware” from its Highland Park store. Craftwood is one of the larger hardware stores in Illinois, and serves primarily the North Shore area. I, together with my wife, own and operate Craftwood.

3. I attended the University of Illinois, School of Business Administration, and majored in accountancy. I received my bachelor of arts degree from that institution in 1976. In 1976, I was certified as public accountant in Illinois. I retain my membership as a certified public accountant, but I currently do not practice public accounting.

4. From 1976 to 1979, I worked in the audit department of Coopers & Lybrand. From 1979 to 1988, I worked for Mark Controls Corporation, a publicly-listed company, and several of its units, starting as Corporate Audit Department Manager and concluding my employment as Director of Sales & Marketing (FlowSeal, a unit of Mark Control Corporation). From 1988 to the present, I have worked at Craftwood.

5. I caused Craftwood to bring this lawsuit and request appointment as a class representative because of our desire to reduce the flow of junk faxes and to obtain monetary and other relief for the class. I believe junk faxes are a vexing problem for businesses and consumers. Junk faxes disrupt our business operations, require store employees to go through them to dispense with them, and force us to consume paper and toner against our wishes.

6. For many years Craftwood has been the subscriber of the telephone number (847) 831-2805. Throughout this time, that telephone number has been connected to a fax machine located in our office. On a regular basis we receive, at this fax machine, unsolicited faxes of an advertising nature from persons and companies with whom we do not do business.

7. On January 4, 2012, Craftwood received a fax from Senco Brands, Inc., via facsimile transmission, a true and correct copy of which was attached as Exhibit 1 to the complaint. This fax was sent to Craftwood's facsimile telephone number (847) 831-2805. To the best of my knowledge, information and belief, after making reasonable inquiry, Craftwood did not give Senco Brands, Inc., prior express permission to send Craftwood, by facsimile transmission, any advertisements.

8. I have responsibility for dealing with junk faxes received by Craftwood. I have filed more than 280 complaints with the Federal Communications Commission over junk faxes sent to Craftwood. Through this process I have become very familiar with the junk fax laws and regulations because the charging documents take you through each element. To my knowledge the FCC has not taken any action in connection with any of Craftwood's complaints. My

experience has convinced me that the only way to stop junk faxes is by legal action to enforce the anti-junk fax laws.

9. My first lawsuit against a junk fax advertiser was *Craftwood Lumber Co. v. Interline Brands, Inc.* (No 1:1-cv-04462) in this Court. Craftwood retained Payne & Fears LLP and Frank Owen (also our counsel in this case) to prosecute that matter as a class action. I actively participated in the *Interline* matter, including attendance at mediations, reviewing documents, and responding to discovery. I worked very closely with lead counsel Darryl Cordero. After lengthy settlement negotiations, the court certified a class of Interline fax advertising recipients and appointed Craftwood settlement class representative. As part of the settlement, Interline agreed to pay \$40 million to the settlement class. Judge Amy J. St. Eve formally approved the settlement and as part of her order, awarded Craftwood a \$25,000 incentive award, the full amount requested.

10. As in *Interline*, I recognize Craftwood's responsibilities as a class representative to fairly and adequately protect the interests of the class members in this case. I have been discharging those responsibilities in the interest of the proposed class. So far I have spent approximately 90 hours participating in every aspect of this case, from the filing of the complaint through today. I have kept myself abreast of developments in the case, assisted with motions, reviewed documents, sat for deposition, and responded to written discovery and document demands. Indeed, for our document production, my staff and I searched our warehouse and electronic records for numerous archived documents. Besides discovery, I flew from Chicago to Los Angeles to attend an all-day mediation. During the mediation I discussed strategy with my counsel and even negotiated directly with defendant's in-house counsel, Clifford Mentrup.

11. Throughout this case I have exercised my independent judgment in order to discharge Craftwood's duties as class representative. I know of no antagonistic or conflicting interests between Craftwood and class members. Craftwood has not and will not place its interests ahead of the interests of the class members.

12. Indeed, I was in constant communication with lead counsel Darryl Cordero regarding the settlement discussions. Based on my understanding of the claims, defenses, and the facts of the case, I wholeheartedly support the proposed class action settlement. I believe it is the best interests of the class.

13. I believe so strongly in the class's case that I rejected several attempts by SBI to settle Craftwood's individual claims. I understand that these settlement offers were merely attempts to eliminate Craftwood's claim and defeat this class action. On August 31, 2015, SBI served a Rule 68 Offer of Judgment on Craftwood in the amount of \$15,030. I declined this offer to protect the class and continue to prosecute the case against SBI. I hoped that not only would Craftwood receive compensation, but that we could stop SBI from junk faxing and receive compensation for everyone that had received SBI junk faxes.

14. About a year later, on August 25, 2016, SBI offered Craftwood \$15,430 to end the litigation, which I again declined. SBI tried again only a few weeks later. On September 19, 2016, SBI offered Craftwood \$25,430 as "full satisfaction" of all claims asserted against SBI. I declined this offer as well.

Neither Craftwood nor I have been provided any financial consideration to prosecute this case, nor have we been promised any such consideration. I understand that if there is a successful class recovery Craftwood, as class representative, may request an incentive award, but that any incentive award is entirely discretionary with the court. I understand and accept that, aside from any incentive award and any recovery shared with members of the class, Craftwood cannot receive any additional award, monies, or other benefits in connection with, or arising out of, the case. I also understand that if there is a successful class recovery, Craftwood's attorneys will ask the Court for payment of their fees and costs incurred in rendering services to Craftwood and the class.

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

Executed April 4, 2017, at Highland Park, Illinois.



David W. Brunjes

4844-7962-4004.1

CERTIFICATE OF SERVICE

The undersigned, an attorney, states that on this fifth day of April, 2017, he caused the foregoing **Declaration of David W. Brunjes in Support of Plaintiff's Motion for Final Approval of Settlement and Certification of Settlement Class** to be filed electronically with the Clerk of Court using the CM/ECF system, and which will send electronic notification to the following:

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/s/ C. Darryl Cordero

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