

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

ARCHIE J. SHOEMAKER,
on behalf of himself and others similarly situated,

Plaintiff,

Case No.: 3:19-cv-00316-wmc

BASS & MOGLOWSKY, S.C.,

Defendant,

**PLAINTIFF’S UNOPPOSED MOTION FOR AN AWARD OF
ATTORNEYS’ FEES AND EXPENSES**

Introduction

As a result of the settlement now before this Court, each class member will receive approximately \$10 from a settlement fund that exceeds the statutory damages available under the Fair Debt Collection Practices Act (“FDCPA”). At the same time, Bass & Moglowsky, S.C. (“Defendant”) has stopped engaging in the practice complained of in this lawsuit. This change will inure to the benefit all consumers who encounter Defendant’s debt collection efforts in the future. Underscoring the favorable nature of the settlement is that to date not a single class member excluded himself or herself or lodged an objection, either to the settlement or the requested fee and expense amount, nor have any objections resulted from notice issued pursuant to the Class Action Fairness Act (“CAFA”).¹

¹ The objection and exclusion deadline is March 9, 2020. *See* ECF No. 19 at 13. Plaintiff is filing the instant motion at this early date given the Seventh Circuit’s pronouncement that a fee motion in a class action must be filed prior to the objection deadline. *See Redman v. RadioShack Corp.*, 768 F.3d 622, 637-38 (7th Cir. 2014) (“Rule 23(h) of the civil rules requires that a claim for attorneys’ fees in a class action be made by motion, and ‘notice of the motion must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.’ Class counsel did not file the attorneys’ fee motion until after the deadline set by the court for objections to the settlement had expired. That violated the rule.”).

Given the work done by his counsel to achieve the settlement, Archie Shoemaker (“Plaintiff”) respectfully requests that this Court approve the unopposed request for an award of attorneys’ fees and reimbursement of expenses in the amount of \$26,340. As detailed herein and in the Declaration of James L. Davidson, filed contemporaneously herewith (“Davidson Decl.”), this request is supported by applicable law and should be approved.

Argument

A. An award of attorneys’ fees under the FDCPA is mandatory to a prevailing plaintiff and need not be proportionate to the recoveries of the plaintiff or the class.

The FDCPA mandates an award of attorneys’ fees to a successful consumer-plaintiff. *See* 15 U.S.C. § 1692k(a)(3). Moreover, a district court commits reversible error by “[p]aying counsel in FDCPA cases at rates lower than those they can obtain in the marketplace,” which “is inconsistent with the congressional desire to enforce the FDCPA through private actions, and therefore misapplies the law.” *Tolentino v. Friedman*, 46 F.3d 645, 653 (7th Cir. 1995).²

The Seventh Circuit explained in *Tolentino*:

The reason for mandatory fees is that congress chose a “private attorney general” approach to assume enforcement of the FDCPA.

Given the structure of the section, attorney’s fees should not be construed as a special or discretionary remedy; rather, the act mandates an award of attorney’s fees as a means of fulfilling Congress’s intent that the Act should be enforced by debtors acting as private attorneys general.

Graziano v. Harrison, 950 F.2d 107, 113 (3d Cir. 1991).

* * *

In order to encourage able counsel to undertake FDCPA cases, as congress intended, it is necessary that counsel be awarded fees commensurate with those

² Internal citations, quotations and footnotes are omitted, and emphasis is added, unless otherwise noted.

which they could obtain by taking other types of cases. As we noted in *Gusman v. Unisys Corp.*, 986 F.2d 1146, 1150 (7th Cir.1993),

Our recent cases have stressed that the best measure of the cost of an attorney's time is what that attorney could earn from paying clients. For a busy attorney, this is the standard hourly rate. If he were not representing this plaintiff in this case, the lawyer could sell the same time to someone else. That other person's willingness to pay establishes the market's valuation of the attorney's services.

The Third Circuit has similarly stated:

Congress provided fee shifting to enhance enforcement of important civil rights, consumer-protection, and environmental policies. By providing competitive rates we assure that attorneys will take such cases, and hence increase the likelihood that the congressional policy of redressing public interest claims will be vindicated.

Student Public Interest Research Group v. AT & T Bell Laboratories, 842 F.2d 1436, 1449 (3d Cir.1988).

Here, Tolentino prevailed on summary judgment, thereby protecting her rights under the statute, and has recovered the maximum statutory damages allowed to an individual plaintiff. Under *Farrar*, therefore, Tolentino has obtained a high degree of success.

Paying counsel in FDCPA cases at rates lower than those they can obtain in the marketplace is inconsistent with the congressional desire to enforce the FDCPA through private actions, and therefore misapplies the law. *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 562–63 (7th Cir.1994).

Id.

Correspondingly, awards of reasonable attorneys' fees under federal statutes that include fee-shifting provisions, such as the FDCPA, "are not conditioned upon and need not be proportionate to an award of money damages." *City of Riverside v. Rivera*, 477 U.S. 561, 576 (1986); *see also Lewis v. Kendrick*, 944 F.2d 949, 957 (1st Cir. 1991) ("We believe we made it clear that we were not departing from the recognized principle that the fee is not limited by the size of the recovery, but may, in appropriate instances, greatly exceed it."); *McClain v. Hanna*, No.: 19-10700, 2019 WL 5680577, at *5 (E.D. Mich. Aug. 23, 2019) ("A rule that limits attorney's

fees in consumer rights cases to a proportion of the damages awarded would seriously undermine Congress' purpose in enacting § 1692k(a)(3)."); accord *Turner v. Oxford Mgmt. Services, Inc.*, 552 F. Supp. 2d 648, 656 (S.D. Tex. 2008) ("The disparity between the final award of damages and the attorneys' fees and expenses sought in this case is not unusual and is necessary to enable individuals wronged by debt collectors to obtain competent counsel to prosecute claims."). "In fact, courts routinely award reasonable attorneys' fees to a prevailing party in FDCPA cases that greatly exceed damage awards." *Ramsey v. Int'l Computer Sys., Inc.*, No. 1:16-CV-745, 2017 WL 25502, at *2 (S.D. Ohio Jan. 3, 2017); see also *Randle v. H & P Capital, Inc.*, 513 F. App'x 282, 283 (4th Cir. 2013) (affirming award of \$76,876.59 in attorneys' fees and expenses where plaintiff recovered \$6,000); *Dowling v. Litton Loan Servicing LP*, 320 F. App'x 442, 449 (6th Cir. 2009) (affirming award of \$52,419.56 in attorneys' fees and expenses where plaintiff recovered \$26,000).³

B. The hours expended, and counsel's hourly rates, are reasonable.

"The lodestar starting point is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Walters v. Mayo Clinic Health System–Eau Claire Hospital, Inc.*, 91 F. Supp. 3d 1071, 1081 (W.D. Wis. 2015) (Conley, J.). "There is a strong presumption that the lodestar calculation yields a reasonable attorneys' fee award." *Pickett v. Sheridan Health Care Ctr.*, 664 F.3d 632, 639 (7th Cir. 2011); see also *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air*, 478 U.S. 546, 565 (1986) ("A strong presumption that the lodestar figure—the product of reasonable hours times a reasonable rate—represents a 'reasonable'

³ Accord *Alhassid v. Bank of America*, 688 F. App'x 753, 760 (11th Cir. 2017) ("And, a reduction was not needed to make the fees and costs proportional to the damages since there is no express requirement of proportionality between the amount of the FDUTPA judgment and the attorney's fees and costs incurred in obtaining that judgment.").

fee is wholly consistent with the rationale behind the usual fee-shifting statute, including the one in the present case.”).

Greenwald Davidson Radbil PLLC (“GDR”) has expended 60.80 total hours to date performing legal services reasonably necessary to litigate this matter. Davidson Decl., ¶ 13. This time included: (a) conducting an investigation into the underlying facts and researching the law regarding Plaintiff’s claims; (b) preparing the class action complaint; (c) propounding requests for production, requests for admission, and interrogatories, and reviewing Defendant’s responses and document production; (d) participating in a Rule 26 conference with Defendant’s counsel and the telephonic pretrial conference with Magistrate Judge Crocker; (e) researching and evaluating Defendant’s motion for summary judgment; (f) negotiating the parameters of the settlement; (g) preparing the parties’ class action settlement agreement, the proposed notice to the class, and the proposed preliminary and final approval orders; (h) conferring routinely with Plaintiff and with Defendant’s counsel; (i) preparing Plaintiff’s unopposed motion for preliminary approval of the class action settlement; (j) conferring with the class administrator regarding notice and the administration process; and (k) preparing this motion for an award of attorneys’ fees and reimbursement of litigation expenses.

In addition, this case will require an estimated 15-25 additional hours of work to complete. That time will be spent preparing a motion for final approval of the settlement, preparing for the final approval hearing, participating in the final approval hearing, finalizing the settlement, including conferring with counsel for Defendant, class members and the class administrator, and any other related matters necessary to conclude this case. *Id.*, ¶ 17.

Here, Michael L. Greenwald and James L. Davidson—partners at GDR—billed on this case at a rate of \$450 per hour. The firm’s Junior Partner, Jesse S. Johnson, billed at a rate of \$400

per hour. Notably, both the Middle District of Florida and the Central District of California recently approved these rates in FDCPA class actions. *See Aikens v. Malcolm Cisneros*, No. 5:17-cv-02462-JLS-SP, ECF No. 76 at 16 (C.D. Cal. Jan. 2, 2020) (approving GDR’s partners’ hourly rates ranging from \$400 to \$450); *Dickens v. G.C. Servs. Ltd. P’ship*, No. 8:16-cv-803-T-30TGW, 2019 WL 1771524, at *1 (M.D. Fla. Apr. 10, 2019) (“As for the billing rates, Class Counsel charged associate and partner rates ranging from \$350 to \$450 per hour. The Court agrees that for this type of litigation and the market rate in Tampa, the rates are reasonable.”).⁴ Moreover, while not explicitly approving the hourly rates, Judge Peterson recently granted a fee request to GDR in an FDCPA class action based upon similar rates. *See Veness v. Heywood, Cari & Anderson, S.C.*, No. 3:17-cv-00338-bbc, 2018 WL 4489277, at *3 (W.D. Wisc. May 17, 2019) (approving full fee and expense request of \$22,500 where GDR billed at rates of \$350 to \$400 per hour).

Furthermore, GDR’s rates are consistent with prevailing rates previously found to be reasonable by courts both within, and outside, this Circuit. *See, e.g., Schwoegler v. Reviver Financial LLC*, No. 18-cv-287-jdp, 2019 WL 6840741, at *2 (W.D. Wisc. Dec. 16, 2019) (Peterson, J.) (finding hourly rate of \$450 reasonable in FDCPA case); *Kurgan v. Chiro One Wellness Centers LLC*, No. 10-cv-1899, 2015 WL 1850599, at *4 (N.D. Ill. April 21, 2015) (finding reasonable hourly rates of \$500 and \$600 for partners in Fair Labor Standards Act class

⁴ *See also McWilliams v. Advanced Recovery Sys., Inc.*, No. 15-70, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017) (“The Court approves a \$400 hourly rate for Michael L. Greenwald, Aaron D. Radbil, and James L. Davidson, as well as a \$350 hourly rate for Jesse S. Johnson.”); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 689 (N.D. Cal. 2016) (“Given that Class Counsel has been appointed in numerous class actions, including FDCPA cases; courts have awarded them exactly the same rates requested here in previous cases; and courts in this District found similar rates appropriate in FDCPA cases, Class Counsel’s requested rates are reasonable.”); *Kemper v. Andreu, Palma & Andreu, PL*, No. 15-21226, ECF No. 54 at 8 (S.D. Fla. Nov. 30, 2016) (approving GDR rates of \$400 per hour over four years ago); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14–24502, 14–20933, 2015 WL 738329, at *4 (S.D. Fla. Feb. 23, 2015) (same).

action).⁵

In addition, “[n]umerous district courts in the Seventh Circuit have considered the Consumer Law Attorney Fee Survey Report in analyzing the reasonableness of proposed hourly billing rates.” *Moore v. Midland Credit Mgmt., Inc.*, No. 3:12-CV-166-TLS, 2012 WL 6217597, at *4 (N.D. Ind. 2012); *see also, e.g., Anderson v. Specified Credit Ass’n, Inc.*, No. 11–53–GPM, 2011 WL 2414867, at *4 (S.D. Ill. June 10, 2011) (considering the 2010–2011 Consumer Law Attorney Fee Survey in determining the reasonableness of hourly billing rates); *Moreland v. Dorsey Thornton and Assocs. L.L.C.*, No. 10–cv–867, 2011 WL 1980282, at *3 (E.D. Wis. May 20, 2011) (considering the 2008–2009 Consumer Law Attorney Fee Survey in determining the reasonableness of hourly billing rates); *Suleski v. Bryant Lafayette & Assocs.*, No. 09–C–960, 2010 WL 1904968, at *3 (E.D. Wis. May 10, 2010) (“the United States Consumer Law Attorney Fee Survey for 2008–09 for the Midwest and California ... supports the reasonableness of the hourly rates sought by counsel in light of their experience as described in their attorney profiles on the Krohn & Moss website.”).

The current edition of the United States Consumer Law Attorney Fee Survey Report was revised on March 13, 2018. According to the Report, the median rate for attorneys handling class actions in Milwaukee is \$575. *See* <https://www.nclc.org/images/pdf/litigation/tools/atty-fee->

⁵ *See also Hull v. Owen County State Bank*, No. 1:11-cv-01303-SEB-MJD, 2014 WL 1328142, at *5 (S.D. Ind. Mar. 31, 2014) (“As a result, the Court awards Mr. Calhoun a total of \$54,152.00 for fees (98 hours at \$550.00 per hour plus 1.8 hours at \$140.00 per hour) and \$2,178.04 in costs.”); *Michel v. WM Healthcare Sols., Inc.*, No. 1:10-CV-638, 2014 WL 497031, at *18 (S.D. Ohio Feb. 7, 2014) (determining that rates ranging from \$250 per hour to \$400 per hour were reasonable hourly rates in class action); *Lowther v. A.K. Steel Corp.*, 2012 WL 6676131, at *5 (S.D. Ohio Dec. 21, 2012) (employing a lodestar cross-check, the court concluded that \$500 per hour was a reasonable rate for the two senior attorneys and that rates between \$100 and \$450 per hour were reasonable for other attorneys and involved staff); *Van Horn v. Nationwide Prop. and Cas. Ins. Co.*, 436 F. App’x 496, 498 (6th Cir. 2011) (district court did not abuse its discretion in approving rates ranging from \$250 to \$450 per hour).

survey-2015-2016.pdf, at p. 357 (last visited February 11, 2020). This rate is considerably higher than the rates sought by GDR here.

Multiplying GDR's hourly rates by the number of hours expected to be expended by the end of this litigation yields an approximate lodestar of between \$34,025 and \$38,525. As a result, the fees and expenses requested will constitute a discount to GDR's total lodestar. *See Reade-Alvarez*, 2006 WL 3681138, at *8 ("Because the proposed fee of \$50,000 is actually lower than the lodestar, that proposed amount is justifiable").⁶

C. GDR incurred reimbursable litigation costs and expenses which are subsumed within the unopposed request for \$26,340 in fees and expenses.

To date, GDR has incurred \$449 in litigation costs and expenses for the filing fee for the complaint, and service of process on Defendant. Davidson Decl., ¶ 20. The categories of expenses for which GDR seeks reimbursement are the type of expenses routinely charged to paying clients in the marketplace and, therefore, the full requested amount should be reimbursed under Rule 23. *See Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 549 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990) (awarding as reasonable and necessary, reimbursement for "travel, depositions, filing fees, postage, telephone, and copying."). In addition, should GDR travel to the final approval hearing, GDR estimates that it will incur approximately an additional \$900 - \$1,200 for roundtrip travel between Boca Raton, Florida and Madison.⁷

⁶ Of note, this estimated lodestar does not include any of the time expended by co-counsel Lein Law Offices. Inclusion of Lein Law Offices' time would yield an even steeper discount to class counsel's total expected lodestar, thus underscoring the reasonableness of the unopposed fee and expense award sought here.

⁷ Class Counsel does not seek separate reimbursement for photocopies, postage, telephone, online legal research fees, or any costs associated with attendance at the final approval hearing.

D. The other factors courts consider when determining a reasonable award of attorneys' fees support the requested fee and expense award.

As the Seventh Circuit has noted, “[t]here are several factors that a court should consider when calculating attorney’s fees, including (1) the time and labor required; (2) the novelty and difficulty of the question; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) any time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the plaintiff’s attorney; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.” *Tolentino*, 46 F.3d at 652. These factors support the reasonableness of the requested fee and expense award.

First, and as noted above, the time and labor involved support the reasonableness of the requested fee. Second, “[t]he FDCPA is a complex statute, and its provisions are subject to different interpretations.” *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 621 (2010) (Kennedy, J., dissenting); accord *Midland Funding, LLC v. Brent*, No. 3:08 CV 1434, 2011 WL 3557020, at *16 (N.D. Ohio Aug. 12, 2011) (“The Fair Debt Collection Practices Act is a set of complex laws with many components. The instant case would be very expensive to fully litigate, and might take years to finally resolve through the course of trial and appeal, creating additional attorney’s fees and reducing any potential payout to the class.”). While the question at the heart of this case was fairly straightforward, had this case proceeded to summary judgment or trial, and then ultimately to an appeal, there was no guarantee that Plaintiff would have prevailed on his or the Class’s claims.

Second, considering the limitations on damages imposed by the FDCPA, this settlement can only be seen as a complete victory for Plaintiff and the Class. To be sure, the \$7,160 settlement

fund—while not large in absolute terms—exceeds the statutory damages allowed under the FDCPA, which are capped by statute at one percent of Defendant’s net worth. *See* 15 U.S.C. § 1692k(a)(2)(B). It bears mention that Defendant’s book value net worth is negative, meaning that the Class may not have been entitled to any statutory damages even had it prevailed at trial. *See* 15 U.S.C. § 1682k(A)(2)(B) (limiting class damages to the lesser of \$500,000 or 1% of a debt collector’s “net worth”).

Even had Plaintiff been able to overcome that enormous hurdle, the FDCPA provides no required *minimum* amount of statutory damages. Consequently, the jury ultimately could have awarded Plaintiff and the Class no money at all, even in the face of victory on the merits. *See, e.g., Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 683 (N.D. Cal. 2016) (“Because damages are not mandatory, continued litigation presents a risk to Plaintiffs of expending time and money on this case with the possibility of no recovery at all for the Class. In light of the risks and costs of continued litigation, the immediate reward to Class Members is preferable.”); *accord Dickens v. GC Servs. Ltd. P’ship*, 220 F. Supp. 3d 1312, 1324 (M.D. Fla. 2016) (“Having considered these factors and the parties’ briefs, the Court finds that the statutory award in this case should be nominal, whether that award applies to Dickens alone or a class of plaintiffs.”) *vacated and remanded*, 706 F. App’x 529 (11th Cir. 2017); *see also Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, No. 1:06 CV 1397, 2011 WL 1434679, at *11 (N.D. Ohio 2011) (analyzing the factors set forth in 15 U.S.C. § 1692k, and awarding no “additional damages” to members of the class). Moreover, the settlement provides immediate cash relief, whereas any hypothetical recovery from trial could take years to receive considering the likely appeals that would follow.

As well, Plaintiff’s individual recovery of \$1,000 represents the maximum allowable statutory damages under the FDCPA, which could not have been bested at trial. *See id.*, §

1692k(a)(2)(A). The lawsuit here also resulted in a change to Defendant's business practices, which will benefit all consumers who encounter Defendant's debt collection efforts in the future. This relief may not have been available even had Plaintiff prevailed at trial. *See Midland Funding LLC v. Brent*, 644 F. Supp. 2d 961, 977 (N.D. Ohio 2009) ("This Court agrees that declaratory and injunctive relief are not appropriate under the FDCPA.").

Third, there is no question that GDR's knowledge and experience significantly contributed to the fair and reasonable settlement reached, particularly the efficient and judicious way it was achieved. Indeed, GDR is extremely experienced in litigating FDCPA class actions. *See Davidson Decl.*, ¶ 7. This factor supports counsel's requested attorneys' fees. *See Dick v. Sprint Commc 'ns Co. L.P.*, 297 F.R.D. 283, 301 (W.D. Ky. 2014) ("Counsel for both sides are skilled attorneys who brought extensive experience and knowledge to their motion practice, the fairness hearing, and the bargaining table."); *Singleton v. Domino's Pizza, LLC*, 976 F. Supp. 2d 665, 683 (D. Md. 2013) ("As noted above, Plaintiffs' attorneys are experienced and skilled consumer class action litigators who achieved a favorable result for the Settlement Classes.").

Fourth, GDR handled this matter on a contingency fee basis. As the Southern District of Florida has observed:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer.... A contingency fee arrangement often justifies an increase in the award of attorney's fees. This rule helps assure that the contingency fee arrangement endures. If this "bonus" methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548; *see also Funk v. Airstream, Inc.*, No. 3:17-cv-260, 2019 WL 4599816, at *5 (S.D. Ohio Sept. 23, 2019) ("The inherent risk of not recovering anything when agreeing to represent a client on a contingent fee basis must be taken into consideration when determining the

reasonableness of a request for attorneys’ fees.”). Rewarding attorneys in class actions is important because absent class actions, most individual claimants would lack the resources to litigate, as individual recoveries are often too small to justify the burden and expense of litigation. *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio 2001) (“Attorneys who take on class action matters serve a benefit to society and the judicial process by enabling ... claimants to pool their claims and resources” to “achieve a result they could not obtain alone.”).⁸

Fifth, the fee and expense request here is in line with awards in similar FDCPA class actions, further underscoring its reasonableness. *See, e.g., Good v. Nationwide Credit, Inc.*, No. 14-4295, 2016 WL 929368, at *15 (E.D. Pa. Mar. 14, 2016) (awarding attorneys’ fees and expenses of \$125,000 in FDCPA class action); *Whitford v. Weber & Olcese*, No. 1:15-cv-400, 2016 WL 122393, at *2 (W.D. Mich. Jan. 11, 2016) (awarding \$30,000 in fees and expenses); *Gonzalez*, 2015 WL 738329, at *2 (awarding \$65,000 in attorneys’ fees and expenses); *Esposito v. Deatricks & Spies, P.S.C.*, No. 13-1416, 2015 WL 390392, at *4 (N.D.N.Y. Jan. 28, 2015) (awarding fees and expenses of \$36,750 in class settlement alleging Electronic Fund Transfer Act claims); *Green v. Dressman Benzinger Lavelle, PSC*, No. 14-00142, 2015 WL 223764, at *2 (S.D. Ohio Jan. 16, 2015) (awarding fees and expenses totaling \$30,000 in FDCPA class action); *Donnelly v. EquityExperts.org, LLC*, No. 13-10017, 2015 WL 249522, at *2 (E.D. Mich. Jan. 14, 2015) (awarding attorneys’ fees of \$90,000 and costs and expenses in the amount of \$5,947.58 in FDCPA class settlement); *Reade-Alvarez v. Eltman, Eltman, & Cooper, P.C.*, No. 04-2195, 2006 WL 3681138 (E.D.N.Y. Dec. 11, 2006) (awarding \$50,000 in fees in FDCPA class action).⁹

⁸ GDR is a relatively small firm that employs five litigators.

⁹ *See also McWilliams*, 2017 WL 2625118, at *3 (awarding attorneys’ fees of \$116,562.50 and expenses in the amount of \$1,782.55 in FDCPA class action); *Blandina v. Midland Funding, LLC*, No. 13-11792, 2016 WL 3101270, at *8 (E.D. Pa. June 1, 2016) (awarding \$245,000 in

Finally, the lack of any objections here from class members weighs strongly in favor of the unopposed fee and expense request. *See Ford v. Sprint Communications Co L.P.*, No. 3:12-cv-00270-slc, 2012 WL 6562615, at *4 (W.D. Wisc. Dec. 14, 2012) (Crocker, M.J.) (“The absence of objections or disapproval by class members to Settlement Class Counsel’s fee-and-expense request further supports finding it reasonable.”). Indeed, the class notice apprised class members that class counsel would seek an award of attorneys’ fees and reimbursement of expenses of up to \$26,340. Significantly, not a single class member has objected to the settlement to date.

Conclusion

Plaintiff respectfully submits that the agreed-upon attorneys’ fees and expenses are fair and reasonable under the circumstances. As noted, Defendant does not oppose the relief requested herein.

Dated: February 24, 2020

/s/ James L. Davidson
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Class Counsel

attorneys’ fees and expenses in FDCPA class action); *Roundtree v. Bush Ross, P.A.*, No. 14-cv-00357-JDW-AEP, 2016 WL 360721, at *2 (M.D. Fla. Jan. 28, 2016) (awarding attorneys’ fees and expenses of \$170,000 in FDCPA class action).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I filed the foregoing on February 24, 2020, using the Court's

CM/ECF system, which will send notice to:

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