

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION**

	x	
	:	Case No.: 3:15-CV-00196-CAN
WENDI A. OAKS, individually and on behalf	:	
of others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
PARKER L. MOSS, P.C.,	:	
	:	
Defendant.	:	
	x	

**DECLARATION OF MICHAEL L. GREENWALD IN SUPPORT OF  
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Michael L. Greenwald, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. My name is Michael L. Greenwald.
2. I am over twenty-one years of age, and am fully competent to make the statements contained in this Declaration.
3. I am a partner at the law firm of Greenwald Davidson Radbil PLLC, counsel for Wendi A. Oaks and Class Counsel in this action.
4. I submit this Declaration in support of Ms. Oaks’s unopposed motion for final approval of the parties’ class action settlement.
5. My firm handled this case on a contingency basis and advanced all litigation costs and expenses. My firm has not received any payment, to date, for our work on behalf of Ms. Oaks and the class.

### Class Counsel

6. I graduated from the University of Virginia in 2001 and Duke University School of Law in 2004. I have extensive experience litigating consumer protection and securities class actions, including class actions brought under the Fair Debt Collection Practices Act (“FDCPA”).

7. My firm has been appointed class counsel in over a dozen class actions throughout the country in the past two years, including those brought under consumer protection statutes such as the FDCPA. *See, e.g., Prater v. Medicredit, Inc.*, No.: 4:14-cv-00159-ERW, 2015 WL 8331602, at \*2 (E.D. Mo. Dec. 7, 2015); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 3:15-cv-00490-HEH, 2015 WL 77669207, at \*1 (E.D. Va. Dec. 1, 2015); *McWilliams v. Advanced Recovery Systems, Inc.*, --- F.R.D. ----, 2015 WL 6686211, at \*2 (S.D. Miss. Nov. 3, 2015); *Jones v. I.Q. Data Int’l, Inc.*, Case 1:14-cv-00130-PJK-GBW, 2015 WL 5704016, at \*2 (D.N.M. Sept. 23, 2015); *Whitford v. Weber & Olcese, P.L.C.*, Civil Action No. 1:15-cv-400, 2015 WL 5607659, at \*2 (W.D. Mich. Sept. 21, 2015); *Lambeth v. Advantage Fin. Servs., LLC*, No. 1:15-cv-33-BLW, 2015 WL 4624008 (D. Idaho Aug. 3, 2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096, 1114 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644, 661 (M.D. Fla. 2015); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329, at \*2 (S.D. Fla. Feb. 23, 2015); *Green v. Dressman Benzinger Lavelle, PSC*, No. 14-00142, 2015 WL 223764, at \*2 (S.D. Ohio Jan. 16, 2015); *Donnelly v. EquityExperts.org, LLC*, No. 13-10017, 2015 WL 249522, at \*2 (E.D. Mich. Jan. 14, 2015); *Ritchie v. Van Ru Credit Corp.*, No. 2:12-CV-01714-PHX-SM, 2014 WL 3955268, at \*2 (D. Ariz. Aug. 13, 2014); *Sharf v. Fin. Asset Resolution, LLC*, 295 F.R.D. 664, 671 (S.D. Fla. Jan. 16, 2014).

8. Prior to forming Greenwald Davidson Radbil PLLC, I spent six years as a litigator at Robbins Geller Rudman & Dowd LLP (“Robbins Geller”)—the nation’s largest plaintiff’s class

action firm. My practice at Robbins Geller focused on complex class actions, including securities and consumer protection litigation. I started my career as an attorney at Holland & Knight LLP.

9. More information about my firm, and my practice, is available on my firm's website, [www.gdrllawfirm.com](http://www.gdrllawfirm.com).

### **The Settlement**

10. The settlement resolves the claims on behalf of the class of Indiana consumers preliminarily certified by the Court. ECF No. 24 at 2.

11. The settlement requires Parker L. Moss, P.C. ("Defendant") to create a settlement fund, in the amount of \$2,080, from which class members who submitted a valid claim form will receive a pro-rata share. Because 59 class members submitted a valid claim, each will receive approximately \$35.25. To the extent any settlement checks go uncashed after the class administrator takes all reasonable steps to forward checks to any forwarding addresses, such funds will be redistributed to all valid claimants on a pro-rata basis if the amount equals at least \$5.00 per class member or, if necessary, to a *cy pres* recipient. No settlement funds will revert back to Defendant.

12. Separately, Defendant agreed to pay—separate and apart from the settlement fund—an award of attorneys' fees and expenses to class counsel of \$25,000. Defendant also will pay the costs of settlement administration and notice, separate from the monies paid to class members.

### **Attorneys' Fees**

13. Defendant has agreed to pay class counsel a total of \$25,000 in attorneys' fees and expenses, and to pay those monies separate and apart from the settlement fund.

14. Not only has Defendant agreed to pay \$25,000 in attorneys' fees and expenses, but all class members were apprised of class counsel's request via direct mail notice. No class member has objected to the fee and expense award, or any other part of the settlement.

15. Likewise, Defendant provided notice of this settlement to the Attorney General of the United States and the Secretary of State of Indiana pursuant to the Class Action Fairness Act ("CAFA"). *See* ECF No. 23. No objections to the settlement, or the requested attorneys' fees and expenses, resulted from the CAFA notice.

16. The requested attorneys' fees and expenses are fair and reasonable. Indeed, this case has been pending since May 2015. During that time, Ms. Oaks's attorneys have devoted significant time and resources to this case by, *inter alia*: (a) conducting an investigation into the underlying facts regarding Ms. Oaks's claims; (b) preparing a class action complaint, motion for class certification, and motion to stay the same; (c) researching the law pertinent to class members' claims and Defendant's defenses; (d) engaging in written fact discovery, including propounding requests for production and interrogatories, negotiating the terms of a protective order, and conducting an analysis of Defendant's net worth; (e) participating in a telephonic Rule 16 conference with the Court; (f) negotiating the parameters of the settlement; (g) preparing the parties' class action settlement agreement and the proposed notice to the class; (h) conferring routinely with Ms. Oaks and defense counsel; (i) preparing Ms. Oaks's unopposed motion for preliminary approval of the class action settlement; (j) preparing Ms. Oaks's motion for final approval of the class action settlement; and (k) conferring with the class administrator regarding notice and the claims process.

17. Based on the quality of Class Counsel's work, the reasonable hours we expended, the benefit obtained for Ms. Oaks and class members in light of the risks, and Defendant's

agreement to pay Class Counsel's attorneys' fees, the requested fee and expense award is reasonable and should be approved.

18. In short, my firm worked extremely efficiently to develop this case, obtain a favorable settlement for Ms. Oaks and the class, and shepherd this case through preliminary and final approval.

19. As of the date of this Declaration, Greenwald Davidson Radbil PLLC attorneys have spent a total of 59.3 hours litigating this case. I, as the lead attorney on this case, have spent a total of 48.7 hours. Three of the firm's other attorneys, James L. Davidson, Aaron D. Radbil, and Jesse S. Johnson, spent a total of 10.6 hours on this case.

20. The hours spent by Mr. Davidson, Mr. Radbil, and Mr. Johnson largely entail reviewing and revising pleadings and engaging in litigation strategy.

21. The time included herein is evidenced by my firm's electronically stored time records entered contemporaneously with the respective task to which they relate, each of which accurately reflects the work performed.

22. The partners at my firm normally bill at a rate of \$400 per hour—a rate specifically approved in a similar FDCPA class action earlier this year. *See Gonzalez*, 2015 WL 738329, at \*4 (“Defendant shall pay Class Counsel [Greenwald Davidson Radbil PLLC] \$65,000.00 for attorneys' fees and expenses, which is based in part upon Class Counsel's reasonable hourly rate of \$400 per hour.”). Mr. Johnson bills at a rate of \$350 per hour.

23. In addition, this case will require additional hours of work to complete. That time will be spent preparing for and attending the final approval hearing set for January 5, 2016, finalizing the settlement, including conferring with class members and the class administrator, and any other related matters necessary to conclude this case.

24. Multiplying the hours incurred by each attorney by their hourly rates yields a total lodestar of \$23,415.00, as of today's date. As noted above, this lodestar does not include any of the necessary work that must be performed after today's date. As a result, I fully expect that my firm's lodestar will exceed \$25,000 at the conclusion of this case.

25. I respectfully submit that the requested fee and expense award of \$25,000—which is unopposed by Defendant and class members—is eminently reasonable for a certified class action, particularly one where class members will receive meaningful cash benefits.

### **Litigation Expenses**

26. Included in Class Counsel's request is the reimbursement of the expenses reasonably incurred in connection with the prosecution of this case. The requested expenses are reflected in the books and records maintained by undersigned counsel and are an accurate recording of the expenses incurred. In total, Class Counsel have incurred reimbursable expenses in the amount of \$450.00, as of today's date. These expenses include the filing fee for the complaint (\$400) and the fee for service of the complaint (\$50).

27. Class Counsel has incurred additional reimbursable expenses, such as for photocopies, long distance telephone calls, and computerized legal research. Those expenses are not separately itemized herein, and are subsumed within Class Counsel's unopposed request for a fee and expense award of \$25,000.

28. For the reasons set forth above and in the accompanying unopposed motion for final approval of the parties' class action settlement, I respectfully submit that the settlement is fair, reasonable, and adequate and should be approved, and that Ms. Oaks's counsel should be awarded a total of \$25,000 in attorneys' fees and expenses.

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

Executed on December 11, 2015.

By: *s/Michael L. Greenwald*  
Michael L. Greenwald