

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

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

Plaintiff,

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

BASS & MOGLOWSKY, S.C.,

Defendant,

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**DECLARATION OF JAMES L. DAVIDSON IN SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR APPROVAL OF AN AWARD OF ATTORNEYS' FEES  
AND EXPENSES**

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

1. My name is James L. Davidson.
2. I am over twenty-one years of age and am fully competent to make the statements contained in this Declaration.
3. I have personal knowledge of the matters stated herein, and, if called upon, I could and would competently testify thereto.
4. I am admitted to practice before this Court.
5. I am a partner at the law firm of Greenwald Davidson Radbil PLLC ("GDR"), counsel for Archie J. Shoemaker ("Plaintiff"), and Class Counsel in the above-titled action. I make this declaration in support of Plaintiff's unopposed motion for an award of attorneys' fees and expenses.
6. The purpose of this declaration is to set forth the factual basis for why the unopposed application for attorneys' fees and expenses is reasonable and should be approved by this Court.

### Class Counsel

7. GDR has been appointed class counsel in a host of class actions throughout the country, including many brought under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”). *See, e.g., Taylor v. TimePayment Corp.*, No. 3:18-cv-00378-MHL-DJN, ECF No. 60 (E.D. Va. Oct. 29, 2019); *Sullivan v. Marinosci Law Group, P.C., P.A.*, No. 9:18-cv-81368, 2019 WL 3940256 (S.D. Fla. Aug. 19, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 1:19-cv-163-CCB, ECF No. 17 (D. Md. July 1, 2019); *Williams v. Bluestem Brands, Inc.*, No. 8:17-cv-1971-T-27AAS, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. CV-18-02225-PHX-BSB, 2019 WL 1034451 (D. Ariz. Mar. 4, 2019); *Knapper v. Cox Commc’ns, Inc.*, 329 F.R.D. 238 (D. Ariz. 2019); *Dickens v. GC Servs. Ltd. P’ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018); *Veness v. Heywood, Caru & Anderson, S.C.*, No. 17-cv-338-bbc (W.D. Wisc. Dec. 29, 2017) (Crabb, J.); *Kagno v. Bush Ross, P.A.*, No. 8:17-cv-1468-T-26AEP, 2017 WL 6026494 (M.D. Fla. Dec. 4, 2017); *Johnson v. NPAS Solutions, LLC*, No.: 9:17-cv-80393, 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017); *Beck v. Thomason Law Firm, LLC*, No. 1:16-cv-00570-WJ-KK, 2017 WL 3267751 (D.N.M. July 27, 2017); *James v. JPMorgan Chase Bank, N.A.*, No. 15–2424, 2016 WL 6908118 (M.D. Fla. Nov. 22, 2016); *Brown v. Hunt & Henriques*, No. 15-1111, ECF No. 55 (N.D. Cal. Nov. 18, 2016); *Jallo v. Resurgent Capital Servs., L.P.*, No. 14-449, 2016 WL 6610322 (E.D. Tex. Nov. 8, 2016); *Rhodes v. Nat’l Collection Sys., Inc.*, 317 F.R.D. 579 (D. Colo. 2016); *Gonzalez v. Germaine Law Office PLC*, No. 15-1427, 2016 WL 5844605 (D. Ariz. Oct. 3, 2016); *McCurdy v. Prof’l Credit Serv.*, No. 15-1498, 2016 WL 5853721 (D. Or. Oct. 3, 2016); *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335, 2016 WL 4925165 (M.D. La. Sept. 14, 2016); *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156, 2016 WL 4708028 (N.D. Ga. Sept. 7, 2016); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 4432723 (N.D. Ga.

Aug. 18, 2016); *Lehmeyer v. Messerli & Kramer, P.A.*, No. 15-2419, ECF No. 61 (D. Minn. Aug. 10, 2016); *Johnson v. Navient Sols., Inc.*, 315 F.R.D. 501 (S.D. Ind. 2016); *Globus v. Pioneer Credit Recovery, Inc.*, No. 15-152, 2016 WL 4069285 (W.D.N.Y. July 27, 2016); *Kausch v. Berman & Rabin, P.A.*, No. 15-537, 2016 WL 3944685 (E.D. Mo. July 8, 2016); *Schell v. Frederick J. Hanna & Assocs., P.C.*, No. 15-418, 2016 WL 3654472 (S.D. Ohio July 8, 2016); *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn, LLP*, No. 15-2361, ECF No. 44 (D.N.J. June 2, 2016); *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673 (N.D. Cal. 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, ECF No. 22 (D. Md. Apr. 26, 2016); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, ECF No. 20 (E.D. Va. Mar. 24, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Prater v. Mediacredit, Inc.*, No. 14-159, 2015 WL 8331602 (E.D. Mo. Dec. 7, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Jones v. I.Q. Data Int'l, Inc.*, No. 14-130, 2015 WL 5704016 (D.N.M. Sept. 23, 2015); *Rhodes v. Olson Assocs., P.C.*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D 644 (M.D. Fla. 2015); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015).

8. I worked on this matter along with GDR attorneys Michael Greenwald and Jesse Johnson. Mr. Greenwald and I both have more than fifteen years of litigation experience, including in excess of eleven years litigating class actions. I graduated from law school in 2003 while Mr. Greenwald graduated in 2004. Mr. Johnson graduated from law school in 2009 and has more than ten years of litigation experience, during which time he focused his practice entirely on class action litigation.

9. More information about GDR is available on the firm's website at [www.gdrllawfirm.com](http://www.gdrllawfirm.com).

### **Class Counsel's Reasonable Attorneys' Fees**

10. Bass & Moglowsky, S.C. ("Defendant") has agreed to pay a total of \$26,340 in attorneys' fees and litigation expenses, and to pay those monies separate and apart from the class settlement fund.

11. Not only has Defendant agreed to pay \$26,340 in attorneys' fees and expenses, but all class members were apprised of class counsel's request via direct mail notice. To date, no class member has objected to the settlement, including the requested fees and expenses.

12. Likewise, Defendant provided notice of this settlement to the requisite government agencies pursuant to the Class Action Fairness Act ("CAFA"). To date, no objections to the settlement, nor the requested attorneys' fees and expenses, resulted from the CAFA notice.

13. As of the date of this Declaration, GDR has spent a total of 60.80 hours litigating this case.<sup>1</sup> I, as the lead attorney on this case, have spent a total of 55.9 hours. Two of the firm's other attorneys, Michael L. Greenwald and Jesse S. Johnson, spent a total of 4.9 hours. More specifically, Mr. Greenwald spent 3.2 hours and Mr. Johnson spent 1.7 hours.<sup>2</sup>

14. The time included herein is evidenced by my firm's electronically stored time records, which are attached hereto as Exhibit 1.

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<sup>1</sup> This does not include a total of 3.5 additional hours spent on this case, which, in an exercise of billing discretion, I have designated as non-billable time in the attached billing records.

<sup>2</sup> This does not include the time spent on this matter by co-counsel Lein Law Offices. Because GDR's total anticipated lodestar exceeds the negotiated fee and expense award of \$26,340, I do not separately include Lein Law Offices' lodestar herein.

15. Mr. Greenwald and I bill at a rate of \$450 per hour, while Mr. Johnson bills at a rate of \$400 per hour.

16. Thus, as of the date of this declaration, GDR's lodestar is \$27,275.00.

17. In addition, I conservatively estimate that this case will require an additional 15-25 hours of work to complete. That time will be spent preparing Plaintiff's motion for final approval of the settlement, preparing for and attending the final fairness hearing, conferring with Plaintiff, defense counsel, class members, and the class administrator, and any other related matters necessary to conclude this case.

18. Including the estimated 15-25 hours of additional time necessary to bring this case to its conclusion yields a total expected lodestar of between \$34,025 and \$38,525.

#### **Reimbursement of Litigation Costs and Expenses Incurred**

19. Subsumed within GDR's fee and expense request is the reimbursement of litigation costs and expenses reasonably incurred in connection with the prosecution of this action. Such expenses are reflected in the books and records maintained by undersigned counsel, which are an accurate recording of the expenses incurred.

20. To date, GDR incurred \$449 in litigation costs and expenses for the filing fee for the complaint, and service of process on Defendant.

21. I respectfully submit that the requested fee and expense award of \$26,340—which is unopposed by Defendant, and which will be less than my firm's combined lodestar and expenses at the conclusion of this case—is reasonable given the results of this case and the time invested.

Executed on February 24, 2020

By: s/James L. Davidson  
James L. Davidson