

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

	:	Case No. 8:21-cv-02822-MSS-MRM
DOUGLAS A. DENNING, on behalf of	:	
himself and others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MANKIN LAW GROUP, P.A.,	:	
	:	
Defendant.	:	
	:	

**DECLARATION OF JESSE S. JOHNSON IN SUPPORT OF PLAINTIFF’S
MOTION FOR APPROVAL OF AN AWARD OF ATTORNEYS’ FEES, COSTS,
AND LITIGATION EXPENSES**

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Jesse S. Johnson.
2. I am over twenty-one years of age, and I 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, 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”), the court-appointed class counsel in this litigation.
6. GDR focuses on consumer protection class action litigation, with attorneys based in Boca Raton, Florida and Austin, Texas.

7. I submit this declaration in support of Douglas A. Denning's ("Plaintiff") motion for approval of an award of attorneys' fees, costs, and litigation expenses.

8. GDR undertook this case on a contingency basis and advanced all costs and litigation expenses.

9. Correspondingly, GDR has not received any payment to date for its work on behalf of Plaintiff and the settlement class.

Class Counsel

10. I graduated from the University of Florida in 2005 and from the University of Florida Fredric G. Levin College of Law in 2009.

11. Prior to joining GDR, I spent five years as a litigator at Robbins Geller Rudman & Dowd LLP—one of the nation's largest plaintiffs' class action firms.

12. My practice at Robbins Geller focused on complex class actions, including securities fraud, corporate governance, and consumer fraud litigation.

13. At GDR, I have extensive experience litigating consumer protection class actions, including those brought under the Fair Debt Collection Practices Act ("FDCPA"), Florida Consumer Collection Practices Act ("FCCPA"), Consumer Leasing Act, Truth in Lending Act, and Telephone Consumer Protection Act.

14. GDR has been appointed class counsel in numerous class actions in this district and elsewhere within the Eleventh Circuit. *E.g.*, *Acuna v. Medical-Com. Audit, Inc.*, No. 21-81256, 2022 WL 404674 (S.D. Fla. Feb. 9, 2022); *Brockman v. Mankin Law Grp., P.A.*, No. 20-893, 2021 WL 911265 (M.D. Fla. Mar. 10, 2021) (Scriven, J.); *Newman v. Eduardo Meloni, P.A.*, No. 20-60027, 2020 WL 3052801 (S.D. Fla. June 5,

2020); *Claxton v. Alliance CAS, LLC*, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 18-81368, 2019 WL 3940256 (S.D. Fla. Aug. 19, 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.); *Dickens v. GC Servs. Ltd. P'ship*, 336 F. Supp. 3d 1369 (M.D. Fla. 2018) (Moody, Jr., J.); *Reyes v. BCA Fin. Servs., Inc.*, No. 16-24077, 2018 WL 3145807 (S.D. Fla. June 26, 2018), class decertified by request, *Reyes v. BCA Fin. Servs., Inc.* (S.D. Fla. March 18, 2020); *Kagno v. Bush Ross, P.A.*, No. 17-1468, 2017 WL 6026494 (M.D. Fla. Dec. 4, 2017) (Lazzara, J.); *Johnson v. NPAS Sols., LLC*, No. 17-80393, 2017 WL 6060778 (S.D. Fla. Dec. 4, 2017); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2017 WL 2472499 (M.D. Fla. June 5, 2017) (Merryday, J.); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (Merryday, J.); *Cross v. Wells Fargo Bank, N.A.*, No. 15-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016); *Roundtree v. Bush Ross, P.A.*, No. 14-357, 2016 WL 360721 (M.D. Fla. Jan. 28, 2016) (Whittemore, J.); *Gonzalez v. Dynamic Recovery Sols., LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015).

15. Moreover, courts throughout the country have so appointed GDR class counsel. *E.g.*, *Head v. Citibank, N.A.*, 340 F.R.D. 145 (D. Ariz. 2022); *Wesley v. Snap Fin. LLC*, 339 F.R.D. 277 (D. Utah 2021); *Isakova v. Klein, Daday, Aretos & O'Donoghue LLC*, No. 19-5221 (E.D.N.Y. May 26, 2021); *Reeves v. Patenaude & Felix, A.P.C.*, No. 20-11034, 2021 WL 1186145 (E.D. Mich. Mar. 26, 2021); *Jewell v. HSN, Inc.*, No. 19-247, 2020 WL 4904427 (W.D. Wis. Aug. 19, 2020); *Danger v. Nextep Funding, LLC*, No. 18-567, 2020 WL 4034822 (D. Minn. July 17, 2020); *Claxton v.*

Alliance CAS, LLC, No. 19-61002, 2020 WL 2759826 (S.D. Fla. May 27, 2020); *Riddle v. Atkins & Ogle Law Offices, LC*, No. 19-249, 2020 WL 1303939 (S.D. W. Va. Feb. 26, 2020); *Taylor v. TimePayment Corp.*, No. 18-378, 2020 WL 906319 (E.D. Va. Feb. 24, 2020); *Sullivan v. Marinosci Law Grp., P.C., P.A.*, No. 18-81368, 2019 WL 6709575 (S.D. Fla. Nov. 22, 2019); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921 (E.D. Mich. Nov. 14, 2019); *Aikens v. Malcolm Cisneros*, No. 17-2462, 2019 WL 3491928 (C.D. Cal. July 31, 2019); *Hoffman v. Law Office of Fradkin & Weber, P.A.*, No. 19-163, 2019 WL 2723581 (D. Md. July 1, 2019); *Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090 (M.D. Fla. Apr. 2, 2019) (Whittemore, J.); *Spencer v. #1 A LifeSafer of Ariz., LLC*, No. 18-2225, 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*, No. 16-803, 2018 WL 4732478 (M.D. Fla. Oct. 2, 2018) (Moody, J.); *Smith v. Cohn, Goldberg & Deutsch, LLC*, No. 17-2291, ECF No. 33 (D. Md. July 19, 2018); *Beck v. Thomason Law Firm, LLC*, No. 16-570, 2017 WL 3267751 (D.N.M. July 27, 2017); *Johnston v. Kass Shuler, P.A.*, No. 16-3390, 2017 WL 1231070 (M.D. Fla. Mar. 29, 2017) (Merryday, J.); *Ryan v. DeVille Asset Mgmt., Ltd.*, No. 15-1067, 2016 WL 7165751 (D. Or. Dec. 7, 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); *Marcoux v. Susan J. Szwed, P.A.*, No. 15-93, 2016 WL 5720713 (D. Me. Oct. 3, 2016); *Cobb v. Edward F. Bukaty, III, PLC*, No. 15-335,

2016 WL 4925165 (M.D. La. Sept. 14, 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); *Durham v. Schlee & Stillman, LLC*, No. 15-1652, ECF No. 16 (D. Md. May 31, 2016); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016); *Garza v. Mitchell Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015); *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 77669207 (E.D. Va. Dec. 1, 2015); *McWilliams v. Advanced Recovery Sys., Inc.*, 310 F.R.D. 337 (S.D. Miss. 2015); *Rhodes v. Olson Assocs., P.C. d/b/a Olson Shaner*, 83 F. Supp. 3d 1096 (D. Colo. 2015); *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644 (M.D. Fla. 2015) (Whittemore, J.); *Gonzalez v. Dynamic Recovery Solutions, LLC*, Nos. 14-24502, 14-20933, 2015 WL 738329 (S.D. Fla. Feb. 23, 2015); *Ritchie v. Van Ru Credit Corp.*, No. 12-1714, 2014 WL 3955268 (D. Ariz. Aug. 13, 2014).

16. GDR has been appointed class counsel in actions recovering more than \$120 million in total for consumers nationwide.

17. Multiple district courts have commented on GDR's useful skill set and experience in connection with class action litigation. For example, in *Schwyhart v. AmSher Collection Servs., Inc.*, Judge John E. Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting final approval of a class action settlement in which he appointed GDR as class counsel:

I cannot reiterate enough how impressed I am with both your handling of the case, both in the Court’s presence as well as on the phone conferences, as well as in the written materials submitted. . . . I am very satisfied and I am very pleased with what I have seen in this case. As a judge, I don’t get to say that every time, so that is quite a compliment to you all, and thank you for that.

No. 15-1175 (N.D. Ala. Mar. 15, 2017).

18. In *Ritchie v. Van Ru Credit Corp.*, Judge Stephen McNamee, Senior U.S. District Court Judge for the District of Arizona, stated upon granting final approval to a class settlement:

I want to thank all of you. It’s been a pleasure. I hope that you will come back and see us at some time in the future. And if you don’t, I have a lot of cases I would like to assign you, because you’ve been immensely helpful both to your clients and to the Court. And that’s important. So I want to thank you all very much.

No. 12-1714 (D. Ariz. July 21, 2014).

19. In *McWilliams v. Advanced Recovery Sys., Inc.*, Judge Carlton W. Reeves of the Southern District of Mississippi described GDR as follows:

More important, frankly, is the skill with which plaintiff’s counsel litigated this matter. On that point there is no disagreement. Defense counsel concedes that her opponent—a specialist in the field who has been class counsel in dozens of these matters across the country—‘is to be commended for his work’ for the class, ‘was professional at all times’ . . . , and used his ‘excellent negotiation skills’ to achieve a settlement fund greater than that required by the law. The undersigned concurs . . . Counsel’s level of experience in handling cases brought under the FDCPA, other consumer protection statutes, and class actions generally cannot be overstated.

No. 15-70, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

20. And in *Roundtree v. Bush Ross, P.A.*, Judge Whittemore wrote in certifying three separate FDCPA classes and appointing GDR class counsel: “Greenwald [Davidson

Radbil PLLC] has been appointed as class counsel in a number of actions and thus provides great experience in representing plaintiffs in consumer class actions.” 304 F.R.D. 644, 661 (M.D. Fla. Feb. 18, 2015).

21. More information about GDR’s practice is available on the firm’s website: www.gdrllawfirm.com.

22. James L. Davidson, a senior partner at the firm, assisted with this matter, primarily in reviewing and revising pleadings, engaging in litigation and settlement strategy, and attending mediation.

23. Mr. Davidson, who is admitted to practice before this Court, graduated from the University of Florida in 2000 and the University of Florida Fredric G. Levin College of Law in 2003.

24. Mr. Davidson has been appointed class counsel in a host of consumer protection class actions nationwide. *See* <http://www.gdrllawfirm.com/James-Davidson>. He has more than 18 years of litigation experience, including 13 years litigating class actions.

Class Settlement Terms

25. Mankin Law Group, P.A. (“Defendant”) will establish a \$15,000 class settlement fund for the benefit of 263 class members, resulting in an anticipated per-person recovery of approximately \$57.03, assuming full class participation. The \$15,000 class settlement fund exceeds 2% of Defendant’s balance sheet net worth.

26. Additionally, Defendant will establish a separate \$8,880 subclass settlement fund for the benefit of all subclass members—those class members who made payments

to Defendant—resulting in an additional anticipated per-person recovery of approximately \$60, assuming full subclass participation.

27. Taking into account their pro-rata shares of both the class and subclass settlement funds, each subclass member will receive approximately \$117.03.

28. Any unclaimed settlement funds will be redirected to Bay Area Legal Services as a *cy pres* award recipient, rather than revert to Defendant.

29. Defendant separately will pay full individual statutory damages awards of \$2,000 in total to Plaintiff, which accounts for \$1,000 under each of the FDCPA and FCCPA—the maximum allowed by each statute.

30. Defendant separately paid all class notice costs and will continue to pay remaining settlement administration costs.

31. Additionally, Defendant has confirmed that it no longer attempts to collect the disputed assessments on behalf of Countryside North Community Association, Inc.—a change in Defendant’s collection practices that will benefit all class members as well as their neighbors within the Countryside North community.

32. Defendant also will separately pay an award of attorneys’ fees, costs, and litigation expenses in the agreed amount of \$85,000, which is subject to court approval and was negotiated with the assistance of the parties’ experienced class action mediator, Steven Jaffe, Esq., only after they had reached agreement on all other settlement terms.

Class Notice

33. Class-Settlement.com—the court-appointed settlement administrator—has distributed direct mail notice to the 263 class members here.

34. That notice describes the details of the parties' settlement and anticipated per-person recoveries, provides instructions for how class members can object or exclude themselves from the settlement, and provides details of Plaintiff's intended fee and expense request of \$85,000.

35. The notice also directs class members to GDR's website, where they can find copies of relevant case materials such as the class action complaint, the signed settlement agreement, this Court's preliminary approval order, and Plaintiff's fee petition.

36. To date, no class member has objected to any of the settlement's terms, which includes payment of attorneys' fees, costs, and litigation expenses in the amount requested.

37. The deadline for class members to object is January 17, 2023.

GDR's Reasonable Attorneys' Fees

38. The attorneys' fees requested here are fair and reasonable in light of this certified class action benefitting hundreds of Florida consumers.

39. Over the past year, GDR's attorneys devoted significant time and resources to develop this case to obtain such favorable results for Plaintiff and the class and subclass, including: (a) conducting an investigation into the underlying facts regarding the FDCPA and FCCPA claims at hand; (b) preparing a class action complaint; (c) researching the law pertinent to class members' claims and Defendant's potential defenses; (d) researching and preparing Plaintiff's opposition to Defendant's motion to dismiss his claims; (e) researching and preparing Plaintiff's motion to strike Defendant's supplement to its motion to dismiss; (f) preparing for, traveling to, and attending the

hearing before Magistrate Judge Wilson on Defendant's motion to dismiss and Plaintiff's related motion to strike; (g) following that hearing, researching and preparing Plaintiff's sur-reply brief in further opposition to Defendant's motion to dismiss; (h) conducting written discovery directed to Defendant regarding various merits, damages, and class-related issues; (i) researching, preparing, and conferring with Plaintiff for his answers, responses, and objections to Defendant's written discovery requests directed to him; (j) researching and preparing Plaintiff's motion for class certification and appointment of class counsel; (k) researching and preparing Plaintiff's response to Defendant's objections to Magistrate Judge McCoy's report and recommendation to deny Defendant's motion to dismiss; (l) researching and preparing Plaintiff's mediation statement; (m) conducting a net worth analysis for Defendant and preparing a class settlement demand in connection with mediation; (n) attending a full-day mediation with Plaintiff, Defendant, and mediator Jaffe; (o) following mediation, working with defense counsel and the mediator to finalize the parties' class settlement term sheet; (p) conferring repeatedly with Plaintiff and defense counsel throughout the entirety of the litigation; (q) preparing the parties' class action settlement agreement, along with the proposed class notice; (r) obtaining administration proposals and coordinating with Class-Settlement.com and defense counsel to devise and implement a class notice and settlement administration program to best serve class members; (s) researching and preparing Plaintiff's unopposed motion for preliminary approval of the class settlement, and the proposed order accompanying the same; (t) researching and preparing Plaintiff's motion for approval of an award of attorneys' fees, costs, and litigation expenses for class counsel; (u) preparing

the instant declaration in support of Plaintiff's fee and expense motion; and (v) conferring with Class-Settlement.com to oversee class notice mailing.

40. Moreover, GDR still must perform additional work to bring this matter to a close, including researching and preparing Plaintiff's unopposed motion for final approval of the class settlement, and the proposed order accompanying the same; preparing for, traveling to, and attending the final fairness hearing scheduled for March 22, 2023; conferring with class members as needed to answer questions about the settlement; and conferring with Class-Settlement.com regarding class members' exclusion requests, settlement check mailings, and other related administration matters.

41. GDR's hard-fought work in (1) developing the class claims, (2) fending off Defendant's motion to dismiss, (3) conducting discovery to identify class members as well as their potential damages, (4) preparing Plaintiff's class certification motion, and (5) successfully negotiating the class settlement presented during a full-day mediation—all while navigating the risks of contingent class action litigation and ultimately bringing this matter to an excellent resolution for all class and subclass members—is deserving of the reasonable fee and expense award requested.

42. To be sure, GDR litigated this case effectively in the best interests of all class and subclass members, having secured substantial benefits above and beyond the applicable statutory damages limits under the FDCPA and FCCPA.

43. In doing so, as of the date of this declaration, GDR's attorneys have spent a total of 350.0 hours litigating this case, which includes my spending a total of 304.4

hours to bring Plaintiff's and the class's claims to this point, and Mr. Davidson contributing an additional 45.6 hours in support.¹

44. Additionally, I conservatively estimate that this case will require 25 more hours of my time to complete, which will be spent researching and preparing Plaintiff's motion for final approval of the settlement; traveling to, preparing for, and attending the final fairness hearing set for March 22, 2023 in Tampa; overseeing the settlement distributions; addressing any class member objections or concerns; and continuing to confer with class members, Defendant, and Class-Settlement.com regarding the settlement.

45. While prosecuting Plaintiff's and the class's claims, I billed at a rate of \$450 per hour and Mr. Davidson billed at a rate of \$500 per hour.

46. Multiplying the hours incurred by each GDR attorney's applicable hourly rate produces a current lodestar of \$159,780; including my additional estimated time necessary to conclude this matter yields a total estimated lodestar of \$171,030.

47. I respectfully submit that the requested fee and expense award of \$85,000, which is inclusive of costs and expenses (explained below) and represents a discount of 50% as compared to GDR's anticipated lodestar, is eminently reasonable for this certified class action, particularly in light of the excellent recoveries obtained for Plaintiff and the class and subclass members.

¹ Three other GDR attorneys also contributed work here, but in an exercise of billing discretion, GDR has zeroed out their time as non-billable and thus not included it in GDR's lodestar tally.

Reimbursable Costs and Litigation Expenses

48. Subsumed within Plaintiff's \$85,000 fee and expense request is reimbursement for costs and litigation expenses reasonably incurred in connection with the prosecution of Plaintiff's and the class's claims.

49. Such costs and expenses are reflected in the books and records maintained by class counsel, which are an accurate recording of those incurred; to date, GDR has incurred reimbursable costs and expenses in the total amount of \$4,669.61.

50. These costs and expenses include the filing fee for the complaint (\$402), travel and dining expenses associated with the hearing on Defendant's motion to dismiss (\$292.61), and mediation fees (\$3,975.00).

51. Additionally, GDR anticipates incurring additional expenses associated with the final fairness hearing in Tampa—including travel expenses from South Florida, overnight lodging, and related meals—but will not seek separate reimbursement for those expenses.

52. Further, GDR has incurred additional reimbursable expenses, such as for photocopies, long distance telephone calls, and computerized legal research, which are not separately itemized herein and for which class counsel does not seek separate reimbursement.

53. That GDR does not seek reimbursement for these various expenses lends further support to the reasonableness of Plaintiff's fee and expense request.

54. As set out above and in Plaintiff's accompanying motion, I respectfully request that this Court grant Plaintiff's motion for approval of an award of attorneys' fees, costs, and litigation expenses in the total amount of \$85,000.

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

Executed on December 15, 2022.

By: /s/ Jesse S. Johnson
Jesse S. Johnson