

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

MELVIN CORNELIUS, on behalf of himself
and others similarly situated,

Plaintiff,

v.

DEERE CREDIT SERVICES, INC.,

Defendant.

Case No.: 4:24-cv-25-RSB-CLR

**DECLARATION OF ANTHONY PARONICH IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES AND EXPENSES**

I, Anthony I. Paronich, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am over 18 years of age, I make this declaration based on my own personal knowledge, and I am competent to testify to the facts in this declaration.

A. Background and experience

2. I am an attorney duly admitted to practice in the Commonwealth of Massachusetts, I am over 18 years of age, and I am competent to testify and make this declaration on personal knowledge. I have extensive experience in the prosecution of class actions on behalf of consumers, particularly claims under the TCPA.

3. I am a 2010 graduate of Suffolk Law School. In 2010, I was admitted to the Bar in Massachusetts. Since then, I have been admitted to practice before the Federal District Court for the District of Massachusetts, the Northern District of Illinois, the Eastern District of Michigan, the Western District of Wisconsin, the Southern District of Indiana, the First Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Ninth Circuit Court of Appeals. From time to time, I have appeared in other State and Federal District Courts *pro hac vice*. I am in good standing in every court to which I am admitted to practice.

4. I was an associate at Broderick Law, P.C. in Boston, Massachusetts from 2010 through 2016.

5. I was a partner at Broderick & Paronich, P.C. in Boston, Massachusetts from 2016 through 2019.

6. In 2019, I started Paronich Law, P.C., focused on protecting consumers in class action lawsuits.

7. I have been appointed class counsel in more than 50 TCPA cases, including the following:

- i. Desai and Charvat v. ADT Security Services, Inc., USDC, N.D. Ill., 11-CV-1925, a TCPA class settlement of \$15,000,000 granted final approval on June 21, 2013.
- ii. Jay Clogg Realty Group, Inc. v. Burger King Corporation, USDC, D. Md., 13-cv-00662, a TCPA class settlement of \$8,500,000 granted final approval on April 15, 2015.
- iii. Charvat v. AEP Energy, Inc., USDC, N.D. Ill., 1:14-cv-03121, a TCPA class settlement of \$6,000,000 granted final approval on September 28, 2015.
- iv. Bull v. US Coachways, Inc., USDC, N.D. Ill., 1:14-cv-05789, a TCPA class settlement finally approved on November 11, 2016 with an agreement for judgment in the amount of \$49,932,375 and an assignment of rights against defendant's insurance carrier.
- v. Smith v. State Farm Mut. Auto. Ins. Co., et. al., USDC, N.D. Ill., 1:13-cv-02018, a TCPA class settlement of \$7,000,000.00 granted final approval on December 8, 2016.
- vi. Mey v. Frontier Communications Corporation, USDC, D. Conn., 3:13-cv-1191-MPS, a TCPA class settlement of \$11,000,000 granted final approval on June 2, 2017.
- vii. Heidarpour v. Central Payment Co., USDC, M.D. Ga., 15-cv-139, a TCPA class settlement of \$6,500,000 granted final approval on May 4, 2017.
- viii. Abante Rooter and Plumbing, Inc. v. Birch Communications, Inc., USDC, N.D. Ga., 1:15-CV-03562-AT, a TCPA class settlement of \$12,000,000 granted final approval on December 14, 2017.
- ix. Abante Rooter and Plumbing, Inc. v. Pivotal Payments, Inc., USDC, N.D. Ca., 3:16-cv-05486-JCS, a TCPA class settlement of \$9,000,000 granted final approval on October 15, 2018.

- x. In re Monitronics International, Inc., USDC, N.D.W. Va., 1:13-md-02493-JPB-JES, a TCPA class settlement of \$28,000,000 granted final approval on June 12, 2018.
- xi. Thomas Krakauer v. Dish Network, L.L.C., USDC, M.D.N.C., 1:14-CV-333 on September 9, 2015. Following a contested class certification motion, this case went to trial in January of 2017 returning a verdict of \$20,446,400. On May 22, 2017, this amount was trebled by the Court after finding that Dish Network’s violations were “willful or knowing”, for a revised damages award of \$61,339,200. (Dkt. No. 338). The Fourth Circuit Court of Appeals unanimously affirmed the judgment in May of 2019. *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643 (4th Cir. 2019). The United States Supreme Court rejected *certiorari* of this matter in December of 2019. *See DISH Network L.L.C. v. Krakauer*, 140 S. Ct. 676 (2019).
- xii. Charvat v. Carnival Corporation & PLC, et. al., USDC, ND. Ill., 1:13-cv-00042, a TCPA class settlement of \$12,500,000 granted final approval in April of 2020.
- xiii. Loftus v. Sunrun, Inc., USDC, N.D. Ca., 3:19-cv-1608, a TCPA class settlement of \$5,500,000 granted final approval on May 11, 2021.
- xiv. Andrew Perrong v. Orbit Energy & Power, LLC, USDC, E.D. PA., Civil Action No. No. 2:21-cv-777. A class settlement of \$6,000,000 granted final approval on June 21, 2022.
- xv. David Vance, et. al. v. DirecTV, LLC, USDC, N.D. WV., Civil Action No. 5:17-cv-179. A class settlement of \$16,850,000 granted final approval on August 24, 2023.
- xvi. Berman v. Freedom Financial Network, LLC et al., N.D. CA., Civil Action No. 18-cv-1060. A class action settlement of \$9,750,000 granted final approval on February 23, 2024.
- xvii. Murray v. Grocery Delivery E-Services USA, Inc. D. MA. Civil Action No. 19-cv-12608. A class action settlement of \$11,000,000 granted final approval on March 13, 2024.

The Settlement

- 8. By any measure, the settlement is a tremendous result for the Settlement Class.
- 9. The settlement required Deere Credit Services, Inc. (“DCSI”) to create a non-reversionary common fund of \$1.5 million for the benefit of the Settlement Class.
- 10. The Settlement Class is defined as:

All persons throughout the United States (1) to whom Deere Credit Services, Inc. placed a call, (2) directed to a number assigned to a cellular telephone service, but not assigned to a Deere Credit Services, Inc. customer or account holder, (3) in connection with which Deere Credit Services, Inc. used an artificial or prerecorded voice, (4) from February 2, 2020 through June 25, 2024.

11. Participating Settlement Class Members will receive an equal share of the fund after deducting attorneys' fees, costs, and expenses as awarded by the Court, notice and administration costs, and a payment to Mr. Cornelius (\$5,000) in exchange for a general release of his claims.

12. There is no clear-sailing provision with respect to attorneys' fees, costs, or expenses. As a result, DCSI may object to these amounts if it chooses to do so.

13. The settlement fund is all cash, with no coupon or voucher component.

14. No settlement funds will revert to DCSI.

15. The per-claiming Settlement Class Member recovery is expected to be between \$2,500 and \$3,750, after deducting settlement-related costs.

Paronich Law Devoted Significant Resources to this Case Over the Past Year

16. Paronich Law has handled this case on a contingency basis.

17. Paronich Law only has one attorney.

18. Paronich Law has received no payment for its work on this case to date.

19. While all class litigation is risky, this case presented additional unique risks.

These included the ever-evolving case law surrounding the TCPA, as well as class certification decisions adverse to TCPA plaintiffs. The prospects for success, therefore, were tenuous.

20. Paronich Law has spent numerous hours litigating this case, including with respect to written discovery.

21. In light of the excellent results achieved in this case, together with counsel's efforts in achieving those results, the novelty and difficulty of the legal questions involved, that Class Counsel litigated this matter on a contingent basis, the experience, reputation, and ability

of Class Counsel, and the public service provided by way of Class Counsel's and Plaintiff's roles as private attorneys general with respect to the TCPA, I firmly believe that the attorneys' fee requested as a percentage of the common fund is fair and reasonable.

22. Throughout the litigation, DCSI was represented by capable counsel at Carlton Fields. They were worthy, highly competent adversaries.

23. The recovery achieved by this settlement must be measured against the fact that any recovery by Plaintiff and Settlement Class Members through continued litigation could only have been achieved if: (i) Plaintiff were able to certify a class and establish liability and damages at trial; (ii) the final judgment was affirmed on appeal; and (iii) DCSI was then able to satisfy the final judgment. The settlement is an extremely fair and reasonable recovery for the Class in light of DCSI's defenses, including specifically its consent defense, and the challenging and unpredictable path of litigation Plaintiff and any certified class would have faced absent the settlement.

Reimbursement of Litigation Expenses

24. Paronich Law separately requests the reimbursement of expenses reasonably incurred in connection with the prosecution of this action.

25. Such expenses are reflected in the books and records maintained by undersigned counsel, which are an accurate recording of the expenses incurred.

26. To date, Paronich Law has incurred reimbursable litigation costs and expenses in the total amount of \$2,455.00.

27. These expenses include fees related to travel for the final approval hearing, the filing fee for the complaint, and my pro hac vice admission.

28. As well, Paronich Law incurred additional reimbursable expenses, such as for computerized legal research and telephone charges. Those expenses are not separately itemized herein, and Paronich Law does not seek separate reimbursement for them.

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

Executed on December 11, 2024

By: *s/Anthony I. Paronich*
Anthony I. Paronich