

**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 MICHAEL L. GREENWALD IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES AND EXPENSES**

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

1. My name is Michael L. Greenwald.
2. I am over twenty-one years of age.
3. I am fully competent to make the statements contained in this declaration.
4. I am a partner at the law firm of Greenwald Davidson Radbil PLLC ("GDR").
5. I graduated from the University of Virginia in 2001 and Duke University School of Law in 2004.
6. I am co-counsel for Plaintiff Melvin Cornelius and the Settlement Class in this action.
7. GDR, which focuses on consumer protection class action litigation, has attorneys in Boca Raton, Florida and Austin, Texas.
8. I am admitted to practice before this Court *pro hac vice*.
9. I submit this declaration in support of Plaintiff's motion for attorneys' fees and expenses.

GDR's Experience

10. GDR's attorneys have extensive experience litigating consumer protection class actions, including class actions under the Telephone Consumer Protection Act ("TCPA").

11. As court-appointed class counsel in TCPA class actions, GDR has helped to recover more than \$150 million over the past eight years, including in the following cases:

- *Head v. Citibank, N.A.*, No. 3:18-cv-08189-ROS (D. Ariz.);
- *Smith v. Assurance IQ, LLC*, No. 2023-CH-092252 (Cook County, Ill.);
- *Fralish v. Ceteris Portfolio Servs., LLC*, No. 3:22-CV-176-DRL-MGG (N.D. Ind.);
- *Jackson v. Discover Fin. Servs. Inc.*, No. 1:21-cv-04529 (N.D. Ill.);
- *Lucas v. Synchrony Bank*, No. 4:21-cv-00070-PPS (N.D. Ind.);
- *Wesley v. Snap Fin. LLC*, No. 2:20-cv-00148-RJS-JCB (D. Utah);
- *Miles v. Mediacredit, Inc.*, No. 4:20-cv-1186-JAR (E.D. Mo.);
- *Davis v. Mindshare Ventures LLC et al.*, No. 4:19-cv-1961 (S.D. Tex.);
- *Bonoan v. Adobe, Inc.*, No. 3:19-cv-01068-RS (N.D. Cal.);
- *Neal v. Wal-Mart Stores, Inc. and Synchrony Bank*, No. 3:17-cv-00022 (W.D.N.C.);
- *Jewell v. HSN, Inc.*, No. 3:19-cv-00247-jdp (W.D. Wis.);
- *Knapper v. Cox Commc'ns, Inc.*, No. 2:17-cv-00913-SPL (D. Ariz.);
- *Sheean v. Convergent Outsourcing, Inc.*, No. 2:18-cv-11532-GCS-RSW (E.D. Mich.);
- *Williams v. Bluestem Brands, Inc.*, No. 8:17-cv-01971-T-27AAS (M.D. Fla.);
- *Martinez, et al., v. Mediacredit, Inc.*, No. 4:16-cv-01138 ERW (E.D. Mo.);
- *Johnson v. NPAS Solutions, LLC*, No. 9:17-cv-80393 (S.D. Fla.) (on appeal);
- *Luster v. Wells Fargo Dealer Servs., Inc.*, No. 1:15-cv-01058-TWT (N.D. Ga.);
- *Prather v. Wells Fargo Bank, N.A.*, No. 1:15-cv-04231-SCJ (N.D. Ga.);
- *Johnson v. Navient Solutions, Inc., f/k/a Sallie Mae, Inc.*, No. 1:15-cv-0716-LJM (S.D. Ind.);

- *Toure and Heard v. Navient Solutions, Inc., f/k/a Sallie Mae, Inc.*, No. 1:17-cv-00071-LJM-TAB (S.D. Ind.);
- *James v. JPMorgan Chase Bank, N.A.*, No. 8:15-cv-2424-T-23JSS (M.D. Fla.);
- *Schwyhart v. AmSher Collection Servs., Inc.*, No. 2:15-cv-1175-JEO (N.D. Ala.);
- *Cross v. Wells Fargo Bank, N.A.*, No. 2:15-cv-01270-RWS (N.D. Ga.);
- *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156 (N.D. Ga.);
- *Prater v. Medicredit, Inc.*, No. 14-00159 (E.D. Mo.);
- *Jones v. I.Q. Data Int'l, Inc.*, No. 1:14-cv-00130-PJK-GBW (D.N.M.); and
- *Ritchie v. Van Ru Credit Corp.*, No. 2:12-CV-01714-PHX-SM (D. Ariz.).

12. In addition, GDR has been appointed class counsel in dozens of class actions brought under consumer protection statutes other than the TCPA, including:

- *Taylor v. TimePayment Corp.*, No. 3:18-cv-00378-MHL-DJN (E.D. Va.);
- *Danger v. Nextep Funding, LLC*, No. 0:18-cv-00567-SRN-LIB (D. Minn.);
- *Spencer v. #1 A LifeSafer of Ariz. LLC*, No. 18-02225-PHX-BSB (D. Ariz.);
- *Dickens v. GC Servs. Ltd. P'Ship*, No. 8:16-cv-00803-JSM-TGW (M.D. Fla.);
- *Kagno v. Bush Ross, P.A.*, No. 8:17-cv-1468-T-26AEP (M.D. Fla.);
- *Johnston v. Kass Shuler, P.A.*, No. 8:16-cv-03390-SDM-AEP (M.D. Fla.);
- *Jallo v. Resurgent Capital Servs., L.P.*, No. 4:14-cv-00449 (E.D. Tex.);
- *Macy v. GC Servs. Ltd. P'ship*, No. 3:15-cv-00819-DJH-CHL (W.D. Ky.);
- *Rhodes v. Nat'l Collection Sys., Inc.*, No. 15-cv-02049-REB-KMT (D. Colo.);
- *McCurdy v. Prof'l Credit Servs.*, No. 6:15-cv-01498-AA (D. Or.);
- *Globus v. Pioneer Credit Recovery, Inc.*, No. 15-CV-152V (W.D.N.Y.);
- *Roundtree v. Bush Ross, P.A.*, No. 8:14-cv-00357-JDW-AEP (M.D. Fla.); and
- *Gonzalez v. Germaine Law Office PLC*, No. 2:15-cv-01427-PHX-ROS (D. Ariz.).

13. In *Head*, Judge Rosyln O. Silver of the District of Arizona wrote:

Moreover, the quality of Plaintiff's filings to this point, as well as the declarations submitted by the proposed class counsel, Michael Greenwald (Doc. 120-6) . . . persuade the Court that Head, Greenwald, and Wilson will continue to vigorously prosecute this action on behalf of the class.

* * *

Significantly, class counsel have provided a list of well over a dozen class actions Greenwald, Wilson, and their respective firms have each litigated, including several under the TCPA. (Doc. 120-6 at 5-6; Doc. 120-7 at 2-7). These showings demonstrate counsel's experience in handling class actions, complex litigation, and the types of claims asserted in this action. *See* Fed. R. Civ. P. 23(g)(1)(A)(ii).

Head v. Citibank, N.A., 340 F.R.D. 145, 152 (D. Ariz. 2022).

14. As well, in *Ritchie*, Judge Stephen P. McNamee of District of Arizona stated upon granting final approval to the TCPA settlement at issue:

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. CIV-12-1714 (D. Ariz. July 21, 2014).

15. Other district courts likewise have commented on GDR's useful knowledge and experience in connection with class action litigation.

16. For instance, in preliminarily approving the class action settlement in *Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, Judge Jon E. DeGuilio of the Northern District of Indiana wrote:

No doubt Michael L. Greenwald of Greenwald Davidson Radbil PLLC has put extensive work into reviewing and investigating the potential claims in this case, and he and his firm have experience in handling class action litigation. Additionally, Mr. Greenwald has demonstrated his knowledge of the FDCPA and he has so far committed the resources necessary to representing the class and administrating the proposed settlement. The Court believes that Mr. Greenwald will fairly and adequately represent the

interests of the class; and therefore, in compliance with Rule 23(g)(1), it is **ORDERED** that Michael Greenwald of Greenwald Davidson Radbil PLLC is appointed Class Counsel.

No. 2:15-cv-120 JD, 2015 WL 9478548, at *6 (N.D. Ind. Dec. 29, 2016).

17. In *Schwychart*, Judge John E. Ott, Chief Magistrate Judge of the Northern District of Alabama, stated upon granting final approval to a TCPA settlement for 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. 2:15-cv-1175-JEO (N.D. Ala. Mar. 15, 2017).

18. 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.

McWilliams v. Advanced Recovery Sys., Inc., No. 3:15-CV-70-CWR-LRA, 2017 WL 2625118, at *3 (S.D. Miss. June 16, 2017).

19. As well, Judge Steven D. Merryday of the Middle District of Florida wrote in appointing GDR class counsel in *James* that “Michael L. Greenwald, James L. Davidson, and Aaron D. Radbil of Greenwald Davidson Radbil PLLC, each . . . has significant experience

litigating TCPA class actions.” 2016 WL 6908118, at *1.

20. In *Bellum v. Law Offices of Frederic I. Weinberg & Assocs., P.C.*, Judge C. Darnell Jones II of the Eastern District of Pennsylvania took care to point out that GDR was appointed as class counsel “precisely because of their expertise and ability to represent the class in this matter.” 2016 WL 4766079, at *5 (E.D. Pa. Sept. 13, 2016).

21. Similarly, in *Cooper v. InvestiNet, LLC*, Chief Judge Tanya Walton Pratt of the Southern District of Indiana wrote:

GDR is an experienced firm that has successfully litigated many complex consumer class actions, including under the FDCPA. Because of its experience, GDR has been appointed class counsel in many class actions throughout the country, including in this district. GDR employed that experience here in negotiating a favorable result that avoids protracted litigation, trial, and appeals.

No. 1:21-cv-01562-TWP-DML, 2022 WL 1125394 (S.D. Ind. April 14, 2022).

22. Additional information about GDR is available at www.gdrllawfirm.com.

Michael L. Greenwald

23. Prior to forming GDR in 2012, I spent six years as a litigator at Robbins Geller Rudman & Dowd LLP—one of the nation’s largest plaintiff’s class action firms.

24. My practice at Robbins Geller focused on complex class actions, including securities and consumer protection litigation.

25. While at Robbins Geller, I served on the litigation teams responsible for the successful prosecution of numerous class actions, including: *In re Evergreen Ultra Short Opportunities Fund Sec. Litig.* (D. Mass.); *In re Red Hat, Inc. Sec. Litig.* (E.D.N.C.); *City of Ann Arbor Emps.’ Ret. Sys. v. Sonoco Prods. Co., et al.* (D.S.C.); *Norfolk Cnty. Ret. Sys., et al. v. Ustian* (N.D. Ill.); *Romero v. U.S. Unwired, Inc.* (E.D. La.); *Lefkoe v. Jos. A. Bank Clothiers, Inc.* (D. Md.); and *In re Odimo, Inc. Sec. Litig.* (Fla.).

26. I started my career as an attorney in the Fort Lauderdale, Florida office of Holland & Knight LLP.

27. Other GDR attorneys also contributed to the successful prosecution of this case, including partners Aaron D. Radbil, James L. Davidson, and Jesse S. Johnson.

Aaron D. Radbil

28. Mr. Radbil graduated from the University of Arizona in 2002 and from the University of Miami School of Law in 2006.

29. Mr. Radbil has extensive experience litigating consumer protection class actions, including those under the TCPA.

30. In addition to his experience litigating consumer protection class actions, Mr. Radbil has briefed, argued, and prevailed on a variety of issues of significant consumer interest before federal courts of appeals.

James L. Davidson

31. Mr. Davidson graduated from the University of Florida in 2000 and the University of Florida Fredric G. Levin College of Law in 2003.

32. He has been appointed class counsel in a host of consumer protection class actions.

33. Prior to forming GDR, Mr. Davidson spent five years as a litigator at Robbins Geller, where he focused on complex class actions, including securities and consumer protection litigation.

Jesse S. Johnson

34. Mr. Johnson earned his Bachelor of Science degree in Business Administration from the University of Florida, where he graduated magna cum laude in 2005.

35. He earned his Juris Doctor degree with honors from the University of Florida

Fredric G. Levin College of Law in 2009, along with his Master of Arts in Business Administration from the University of Florida Hough Graduate School of Business the same year.

36. While an attorney at GDR, Mr. Johnson has been appointed class counsel in more than a dozen consumer protection class actions.

37. Mr. Johnson started his legal career as an associate at Robbins Geller, where he served on the litigation teams responsible for the successful prosecution of numerous class actions, including: *Sterling Heights Gen. Emps.' Ret. Sys. v. Hospira, Inc.*, No. 1:11-cv-08332 (N.D. Ill.); *Eshe Fund v. Fifth Third Bancorp*, No. 1:08-cv-00421 (S.D. Ohio); *City of St. Clair Shores Gen. Emps.' Ret. Sys. v. Lender Processing Servs., Inc.*, No. 3:10-cv-01073 (M.D. Fla.); and *In re Synovus Fin. Corp.*, No. 1:09-cv-01811 (N.D. Ga.).

The Settlement

38. By any measure, the settlement is a tremendous result for the Settlement Class.

39. 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.

40. 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.

41. 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.

42. There is no clear-sailing provision with respect to attorneys' fees, costs, or expenses. As a result, DCSI may object to these amounts.

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

44. No settlement funds will revert to DCSI.

45. It is expected that participating Settlement Class Members will receive more than \$2,500 each, depending on the number of timely, valid claims.

GDR Devoted Significant Resources to this Case Over the Past Year

46. GDR has handled this case on contingency.

47. GDR is a small law firm, with only four attorneys.

48. GDR has received no payment for its work on this case to date.

49. 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.

50. GDR attorneys have spent numerous hours litigating this case, including with respect to written discovery, negotiating the settlement, and shepherding the settlement through the notice and approval process.

51. 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.

Reimbursement of Litigation Expenses

52. GDR separately requests the reimbursement of expenses reasonably incurred in connection with the prosecution of this action.

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

54. To date, GDR has incurred reimbursable litigation costs and expenses in the total amount of \$4,076.34.

55. These expenses include fees related to mediation (\$4,055.34) and costs associated with my application for admission *pro hac vice* (\$21).

56. As well, GDR incurred additional reimbursable expenses, such as for computerized legal research and telephone charges. Those expenses are not separately itemized herein, and GDR 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/Michael L. Greenwald
Michael L. Greenwald