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Class Counsel Roger L. Mandel, Manuel Hiraldo, Michael Eisenband (collectively “Class Counsel”) and Plaintiff Tabatha Lee (“Plaintiff”)¹ move for an award of attorneys’ fees, reimbursement of Class Counsel’s litigation expenses, and service award for the Plaintiff. Class Counsel seek an attorneys’ fee award of 33.3% of the Settlement Fund (or \$333,320.00) and reimbursement of \$11,218.31 in litigation expenses, while Plaintiff seeks a service award of \$5,000.00.

INTRODUCTION

Class Counsel achieved a Settlement of **\$1,000,060.00** in this complex Telephone Consumer Protection Act action (the “Action”). It is an excellent result for the Class as consumer class actions typically take years to resolve, impose high costs, and result in low recoveries. *See Brian Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. Empirical Legal Stud. 811 (2010).

The merits of the Settlement are clear when weighed against the risk that the Class might recover less than the Settlement Amount—or

¹ All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Settlement Agreement and Release dated September 4, 2024 (the “Settlement”) (ECF No. 48-1).

nothing at all—after further litigation. In the face of these substantial risks, Class Counsel prosecuted the Action on a fully contingent basis and devoted substantial resources against highly skilled opposing counsel to achieve the Settlement. As compensation for these efforts, Class Counsel request a fee of 33.3% of the Settlement Fund, or \$333,320.00, which is within the benchmark attorney fee recoveries in the Fifth Circuit. *See Erica P. John Fund, Inc. v. Halliburton Co.*, 2018 WL 1942227, at *9 (N.D. Tex. Apr. 25, 2018) (33 1/3% is within the range of typical awards).

Class Counsel have expended significant time and resources on this matter and expect to spend significantly more time to bring this case to its conclusion, including dealing with settlement administration issues, drafting the pleadings necessary to obtain final approval of the settlement and litigation and conducting the final approval hearing. Declaration of Manuel Hiraldo in Support of Class Counsel’s Unopposed Motion for Award of Attorneys’ Fees and Costs and Class Representative Service Awards (“Hiraldo Decl.”) ¶ 6, **Exhibit A** hereto.

The 33.3% fee, \$11,218.31 in litigation expenses, and \$5,000.00 for a service award were all maximum amounts negotiated only after all the other terms had been agreed upon. Hiraldo Decl. ¶ 11. To date, no class member has filed a request for exclusion, and there have been no

objections to the Settlement or the requested fees.² Hiraldo Fee Decl. ¶ 13.

NATURE AND STAGE OF THE PROCEEDINGS

Plaintiff's Complaint asserts a putative class action against Defendant for claimed violations of the Telephone Consumer Protection Act ("TCPA"). Plaintiff alleges that Defendant caused multiple text messages to be sent to Plaintiff and the Settlement Class after they had attempted to opt-out of the text message communications by responding "STOP," but Defendant continued to send them text messages. Defendant denies these claims.

Prior to the Settlement, Plaintiff engaged in extensive pre- and post-suit investigation and fact discovery. This investigation included, among other things, review and analysis of: (i) publicly available information, including press releases, news articles, and other public statements issued by or concerning Defendant; (ii) documents and discovery responses produced by Defendant; (iii) depositions of Defendant's corporate representative, and (iv) Defendant's disclosures and production of

² The deadline for Settlement Class Members to file objections and/or requests for exclusion is December 9, 2024. If any objections are filed to the settlement after the filing of this motion, Class Counsel will address them in their motion for final approval of the settlement and/or their reply brief in support of this motion to be filed no later than December 30, 2024.

confidential financial information regarding Defendant's operations during settlement negotiations. The Parties also attended mediation on March 8, 2024, with the Mediator, the Hon. Jeff Kaplan (Ret.), after Plaintiff had filed her opposed Motion for Class Certification on March 1, 2024. ECF No. 36.

Following an unsuccessful Mediation, the Parties continued to negotiate a potential settlement for several weeks/months which culminated in the signing of a Settlement Agreement on September 4, 2024.

**CLASS COUNSEL'S ATTORNEYS' FEE
REQUEST SHOULD BE APPROVED**

A. Legal Standard for Awarding Attorneys' Fees

Federal Rule of Civil Procedure 23(h) provides that “[i]n a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized . . . by the parties’ agreement.” The Fifth Circuit has “encourage[d] counsel on both sides to utilize their best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney’s fees.” *Bridges v. Ridge Nat. Res., LLC*, 2020 WL 7496843, at *1 (W.D. Tex. June 23, 2020) (quoting *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974)). “An agreed

upon award of attorneys' fees and expenses is proper in a class action settlement, so long as the amount of the fee is reasonable under the circumstances . . . In fact, courts have encouraged litigants to resolve fee issues by agreement, if possible." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 322 (W.D. Tex. 2007) (citing Fed. R. Civ. P. 23(h) and collecting cases). "Accordingly, courts are authorized to award attorney fees and expenses where all parties have agreed to the amount, subject to court approval." *Id.* Here, Defendant has agreed that it will not oppose a request by Class Counsel not exceeding 33.3% of the Settlement Fund.

Moreover, where, as here, Class Counsel obtains a common fund for the Settlement Class, the common fund doctrine entitles Class Counsel to a reasonable attorneys' fee award from the Settlement Fund. *See Welsh v. Navy Fed. Credit Union*, 2018 WL 7283639, at *15 (W.D. Tex. Aug. 20, 2018) ("[T]he Supreme Court has consistently recognized the common fund doctrine to permit attorneys who obtain a recovery for a class to be compensated from the benefits achieved as a result of their efforts.") (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478–79 (1980)). Thus, although courts may alternatively apply the lodestar method to calculating attorneys' fees, "[c]ourts have recognized the best approach, in a common fund or variant case, is to use the percentage method with

the *Johnson* factors as a cross-check.” *Cunningham v. Kitchen Collection, LLC*, 2019 WL 2865080, at *3 (E.D. Tex. July 3, 2019) (Mazzant, J.). The *Johnson* factors are:

(1) the time and labor required; (2) the novelty and difficulty of the legal issues; (3) the skill required to perform the legal service properly; (4) the preclusion of other employment by the attorney as a result of taking the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or other circumstances; (8) the monetary amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) whether the case is undesirable; (11) the nature and duration of the professional relationship with the client; and (12) awards in similar cases

Welsh, 2018 WL 7283639, at *16 (citing *Johnson*, 488 F.2d at 717–19).

The Fifth Circuit endorses “the district courts’ use of the percentage method cross-checked with the *Johnson* factors,” and “has never reversed a district court judge’s decision to use the percentage method.” *Union Asset Mgmt.*, 669 F.3d at 644 (footnotes omitted). “Indeed, district courts in this Circuit regularly use the percentage method blended with a *Johnson* reasonableness check.” *Id.* at 643.

B. 33.3% of the Settlement Fund is a Reasonable Percentage Within the Benchmark

Many Fifth Circuit courts have found a 33.3% to be a reasonable benchmark in class action cases. *See, e.g., Erica P. John Fund, Inc.*, 2018

WL 1942227, at *9 (N.D. Tex. Apr. 25, 2018) (“Numerous courts in this Circuit have awarded fees in the 30% to 36% range”); *Fairway Med. Ctr., L.L.C. v. McGowan Enterprises, Inc.*, 2018 WL 1479222, at *2 (E.D. La. Mar. 27, 2018) (finding that “the appropriate benchmark in this case is one-third”); *see also In re Olicom Sec. Litig.*, No. 94-0511 (N.D. Tex. Aug. 30, 1996) (approving attorney’s fees of 33 1/3%); *Sims v. Shearson Lehman Bros., Inc.*, Fed. Sec. L. Rep. (CCH) ¶ 98, 134, at 98,976 (N.D. Tex. Nov. 29, 1993)(approving attorney’s fees of 33 1/3%). As the Settlement creates a settlement fund of \$1,000,060.00 for the Class, Class Counsel move for a collective award of \$333,320.00, which is 33.3% of the settlement fund.

c. Class Counsel’s Fee is Reasonable Under the *Johnson* Factors

The purpose of a cross-check under the *Johnson* factors is to ensure that a fee is reasonable and thereby ensures “fairness to the class and to the class attorneys.” *Welsh*, 2018 WL 7283639, at *16 (citing *Erica P. John Fund*, 2018 WL 1942227, at *8). “While the *Johnson* factors must be addressed ‘rarely are all the *Johnson* factors applicable; this is particularly so in a common fund situation.’” *In re Dell Inc.*, 2010 WL 2371834, at *15 (W.D. Tex. June 11, 2010) (quoting *Di Giacomo v. Plains All Am. Pipeline*, 2001 WL 34633373, at *9 (S.D. Tex. Dec. 19, 2001)),

aff'd, appeal dismissed sub nom., Union Asset Mgmt. Holding A.G. v. Dell, Inc., 669 F.3d 632 (5th Cir. 2012). “In evaluating these factors, the Fifth Circuit has explained that courts should ‘give special heed to the time and labor involved, the customary fee, the amount involved, and the result obtained, and the experience reputation and ability of counsel.’” *Welsh*, 2018 WL 7283639, at *16 (quoting *Migis v. Pearle Vision, Inc.*, 135 F.3d 1041, 1047 (5th Cir. 1998)). As explained below, a *Johnson* factors cross-check demonstrates that Class Counsel’s request for 33.3% of the Settlement Fund is reasonable and will ensure fairness to the Settlement Class and Class Counsel.

1. The Time and Labor Required Supports Approval of the Requested Fee.

Under the first *Johnson* factor, courts examine whether “the time and labor expended was reasonably required for the results achieved” in the case. *See Bridges*, 2020 WL 7496843, at *4. However, several courts have suggested that the analysis of this factor should not be so detailed that it defeats the purpose of using the percentage method rather than the lodestar method. *See Di Giacomo v. Plains All Am. Pipeline*, 2001 WL 34633373, at *10 (S.D. Tex. Dec. 19, 2001) (“This court will not conduct a detailed analysis of charged hours and hourly rates. To do so would

undermine the utility of the percentage fee method.”). This is especially so in common fund contingency cases. *See In re Enron Corp. Sec., Derivative & ERISA Litig.*, 586 F. Supp. 2d 732, 747 (S.D. Tex. 2008) (“One treatise writer has observed, ‘A lodestar figure cannot fully compensate counsel’ in a contingency common fund case ‘because the resulting amount does not reflect the risk of nonpayment. . . . Furthermore, risk must be assessed ex ante, from the outset of the case, not in hindsight.”).

Class Counsel has invested substantial time and resources into pursuing the Class’s claims. From the inception of the case through the filing of this Motion, Class Counsel and the attorneys and staff at their law firms have spent a combined total of approximately 247 hours prosecuting this case, all of which were reasonably required to achieve the significant cash relief the Settlement will confer on the Settlement Class Members. Hiraldo Decl. at ¶6. Their total lodestar amounts to \$209,950.00 at a rate of \$850/hour. *Id.*

These rates are consistent both with Fifth Circuit case law and Texas Lawyer Survey’s on the market rate for attorneys’ fees. *See, e.g., Imperium IP Holdings (Cayman), Ltd. v. Samsung Elecs. Co.*, No. 4:14-CV-00371, 2018 WL 1602460, at *7 (E.D. Tex. Apr. 3, 2018) (Mazzant, J.)

(approving rates as great as \$1,100 per hour in complex commercial litigation); 2020 National Association of Legal Fee Analysis (“NALFA”) (showing 2020 Average Hourly Partner Rates between \$801-\$900).

Class Counsel respectfully submit that, consistent with the *Johnson* factors, a reasonable multiplier of 1.6 is appropriate in this case. “After a court determines the lodestar amount, it may increase or decrease that amount by applying a lodestar multiplier. The multiplier is a device that attempts to account for the contingent nature or risk involved in a particular case and the quality of the attorneys’ work.” *In re Schering-Plough/Merck Merger*, 2010 U.S. Dist. LEXIS 29121, at *55.

Here, Class Counsel pursued this action on an entirely contingent basis and obtained a favorable outcome for the Class. These factors warrant applying a reasonable multiplier of 1.6. *See, e.g., Garza v. Sporting Goods Props.*, No. SA-93-CA-1082, 1996 U.S. Dist. LEXIS 2009, at *114 (W.D. Tex. Feb. 6, 1996) (suggesting that “a standard risk multiplier of 2 should be used in all contingent fee arrangements.”); *In re Schering-Plough/Merck Merger*, 2010 U.S. Dist. LEXIS 29121, at *55-58 (applying multiplier of 2.18 in disclosure-only settlement and noting that a multiplier of 3 may be awarded even in “a simple case where no risks pertaining to liability or collection were pertinent,” and that “the application of a

multiplier of 2.18 is not uncommon where the lodestar method is applied.”).

2. *The Novelty and Difficulty of Issues Support Approval of the Requested Fee.*

“The second factor examines the novelty and difficulty of the issues.” *O’Donnell v. Harris Cty.*, 2019 WL 6219933, at *25 (S.D. Tex. Nov. 21, 2019). at *26. “Cases of first impression generally require more time and effort on the attorney’s part.” *Johnson*, 488 F.2d at 718. In the Northern District of Texas, this was a case of first impression. Class Counsel are unaware of any other case in this District where a plaintiff moved to certify a class under section 64.1200(d) of the TCPA. Class Counsel faced hurdles in certifying the case as is evident from Plaintiff’s class certification briefing. ECF No. 36. For example, the violations in this matter, were caused by a “technical error” on the part of Defendant’s vendor, Salesforce which had automated processes in place which if properly utilized should have prevented these TCPA violations from taking place. Furthermore, based on the documentation provided to Plaintiff by Defendant during the weeks of negotiating a resolution, Plaintiff was concerned about Defendant’s ability to satisfy a judgment in this matter and believed that the settlement in place was the most money that Defendant could afford to pay.

3. *The Skill Required to Perform the Legal Services Properly Supports Approval of the Requested Fee.*

“This factor is evidenced where ‘counsel performed diligently and skillfully, achieving a speedy and fair settlement, distinguished by the use of informal discovery and cooperative investigation to provide the information necessary to analyze the case and reach a resolution.’” *In re Heartland*, 851 F. Supp. 2d at 1083 (quoting *King v. United SA Fed. Credit Union*, 744 F. Supp. 2d 607, 614 (W.D. Tex. 2010)).

This case exemplifies this definition of the skill required to perform the legal services. Class Counsel conducted extensive discovery and depositions, which culminated in the filing of a motion for class certification. The settlement could not have been achieved without the high level of skill and experience of Class Counsel. Accordingly, this factor strongly supports the requested fee.

4. *The Preclusion of Other Employment by the Attorney as a Result of Taking the Case Is a Neutral Factor.*

Class counsel do not contend that this case precluded them from taking other employment, so this factor is inapplicable/neutral.

5. *The Requested Fee is Within the Range of the Customary Fee in Commons Fund Cases, Supporting the Requested Fee*

The requested fee is within the range of customary fees awarded in

class action cases and thus supports the requested fee. *See, e.g., Erica P. John Fund, Inc.*, 2018 WL 1942227, at *9 (N.D. Tex. Apr. 25, 2018) (“Numerous courts in this Circuit have awarded fees in the 30% to 36% range”); *Fairway Med. Ctr., L.L.C. v. McGowan Enterprises, Inc.*, 2018 WL 1479222, at *2 (E.D. La. Mar. 27, 2018) (finding that “the appropriate benchmark in this case is one-third”); *see also In re Olicom Sec. Litig.*, No. 94-0511 (N.D. Tex. Aug. 30, 1996) (approving attorney’s fees of 33 1/3%); *Sims v. Shearson Lehman Bros., Inc.*, Fed. Sec. L. Rep. (CCH) ¶ 98, 134, at 98,976 (N.D. Tex. Nov. 29, 1993)(approving attorney’s fees of 33 1/3%).

6. *The Contingent Nature of the Requested Fee Supports Its Approval.*

“Consideration of this factor is designed to ‘demonstrat[e] the attorney’s fee expectations when he accepted the case.’” *In re Dell*, 2010 WL 2371834, at *17 (quoting *Johnson*, 488 F.2d at 718). “District courts within this circuit have found upward adjustments appropriate if counsel took the case on a contingency basis . . . But merely taking a case on a contingency basis does not merit an upward adjustment if the benchmark reflects the market rate.” *In re Heartland*, 851 F. Supp. 2d at 1084 (citing *Klein*, 705 F. Supp. 2d at 678). “The contingent nature of the fee favors

an increase in the typical benchmark percentage.”³ Here, Class Counsel took this case on a contingency basis and the risk of non-recovery was very real. Thanks to their skill, experience and reputation, Class Counsel were able to settle the case, but still performed extensive work on a purely contingent basis. Thus, the contingent nature of the litigation strongly supports the requested percentage.

7. Time Limitations Imposed by the Client or Other Circumstances Is a Neutral Factor.

The seventh *Johnson* factor is whether the clients or the circumstances imposed “any time limitations.” *DiGiacomo*, 2001 WL 34633373, at *12. Here, Class Counsel did not experience any such circumstances that would impose a restriction on the time. However, the Court does not need to “meticulously” evaluate every *Johnson* factor in its determination of whether Class Counsel’s fee request is reasonable, *La. Power & Light Co. v. Kellstrom*, 50 F.3d 319, 331 (5th Cir. 1995).

8. The Monetary Amount and the Results Obtained Supports Approval of the Requested Fee.

“The United States Supreme Court and the Fifth Circuit have held

³ *OCA*, 2009 WL 512081, at *22 (“the risk plaintiffs’ counsel undertook in litigating this case on a contingency basis must be considered in its award of attorneys’ fees, and thus an upward adjustment is warranted[]”).

‘the most critical factor in determining the reasonableness of a fee award is the degree of success obtained.’” *In re Dell*, 2010 WL 2371834, at *18 (quoting *In re Enron*, 586 F. Supp. 2d at 796). Here, Defendant has agreed to pay **\$1,000,060.00** and each claimant will receive approximately **\$90.00** (before the deduction of attorney fees, costs and settlement administration costs) which is well-above other TCPA class settlements that have received approval. *See, e.g., Williams v. Bluestem Brands, Inc.*, No. 17-1971, 2019 WL 1450090, at *2 (M.D. Fla. Apr. 2, 2019) (approximately \$7 per potential class member); *Prather v. Wells Fargo Bank, N.A.*, No. 15-4231, 2017 WL 770132 (N.D. Ga. Feb. 24, 2017) (\$4.65 per potential class member); *Luster v. Wells Fargo Dealer Servs., Inc.*, No. 15-1058, ECF No. 60 (N.D. Ga. Feb. 23, 2017) (\$4.65 per potential class member); *James v. JPMorgan Chase Bank, N.A.*, No. 15-2424, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) (\$5.55 per potential class member); *Cross v. Wells Fargo Bank, N.A.*, No. 15-cv-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016) (\$4.75 per potential class member); *Markos v. Wells Fargo Bank, N.A.*, No. 15-1156, 2016 WL 4708028 (N.D. Ga. Sept. 7, 2016) (\$4.95 per potential class member); *Wilkins v. HSBC Bank Nev., N.A.*, No. 14-190, 2015 WL 890566, at *3 (N.D. Ill. Feb. 27, 2015) (\$2.95 per potential class member); *Picchi v. World Fin. Network*

Bank, No. 11-61797 (S.D. Fla. Jan. 30, 2015) (\$2.63 per potential class member); *Duke v. Bank of Am., N.A.*, No. 12-4009, ECF Nos. 51, 59 (N.D. Cal. Feb. 19, 2014) (\$4.15 per potential class member); *Johnson v. Navient Sols., Inc.*, No. 21:15- cv-00716-LJM-MJD, ECF No. 175 (N.D. Ind. Jul. 26, 2017) (\$19,744,650 to compensate a class that included 429,893 unique telephone numbers with wrong number codes, or just under \$46 per potential class member).

Additionally significant, the court in *Markos v. Wells Fargo Bank, N.A.* characterized a \$24 per-claimant recovery in a TCPA class action as “an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter.” No. 15-1156, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017).

9. *The Experience, Reputation, and Ability of Class Counsel Supports Approval of the Requested Fee.*

The ninth *Johnson* factor guides the Court to evaluate Class Counsel’s “experience, reputation, and ability.” *Johnson*, 488 F.2d at 718–19. As addressed above, Class Counsel are highly experienced in litigating complex class actions. In addition to other active cases, Class Counsel have also been appointed and served as class counsel in several other complex class actions across the country. *See* Law Firm Resumes

attached to Hiraldo Decl. as Exhibit 1. Thus, this factor strongly supports approval of the requested 33.3% of the Settlement Fund.

10. The Undesirability of this Case Due to the Risk of Non-Recovery Supports Approval of the Requested Fee.

The tenth *Johnson* factor is the “undesirability’ of the case.” *Johnson*, 488 F.2d at 719. This case was undesirable in two respects. *First*, the risk of non-recovery was high given its unique nature as discussed above. Thus, in taking the case, Class Counsel accepted a high risk of not being compensated for their efforts, supporting approval of the fee award here. *See In re Combustion*, 968 F. Supp. 1116, 1132 (W.D. La. 1997) (“The rationale behind awarding a percentage of the fund to counsel in common fund cases is. . . The underlying premise is the existence of risk—the contingent risk of nonpayment.”).

Second, in bringing this lawsuit on behalf of Plaintiff and the Settlement Class, Class Counsel undertook expensive litigation against a Defendant which is in a precarious financial situation on a contingency fee basis. Where a “case carried risks that required in-depth investigation and considerable discovery to analyze the merits of” the class’s claims, that “justifies the benchmark percentage” Class Counsel requests. *Bridges*, 2020 WL 7496843, at *4. That coupled with the high risk of not

prevailing made this a quite undesirable case, which strongly supports the requested award.

11. The Nature and Duration of the Professional Relationship with the Clients Is a Neutral Factor.

The eleventh *Johnson* factor considers the “the nature and length of the professional relationship with the client[.]” *In re Dell*, 669 F.3d at 642 n.25. This factor is not applicable.

12. Awards in Similar Cases Supports the Requested Fee.

The final *Johnson* factor considers awards in similar cases. As discussed above, Class Counsel’s fee request of 33.3% of the Settlement Fund is within the range of awards in similar cases. This factor thus strongly supports the requested award.

D. The Reaction of the Class Supports the Requested Fee Award.

Although not one of the *Johnson* factors, many courts consider the reaction of the Class (whether there are any objections, and the number of opt-outs) relevant to deciding class action fee requests. *Di Giacomo*, 2001 WL 34633373, at *9 (S.D. Tex. Dec. 19, 2001) (requested attorneys’ fees supported by fact that there were “no objections and virtually no requests for exclusion from the settlement class.”). As set forth above, there has thus far not been any objection to the fee award or the proposed settlement. The absence of any objections strongly supports the

requested fees. *Singh v. 21Vianet Group, Inc.*, 2018 WL 6427721, at *1 (E.D. Tex. Dec. 7, 2018) (citing the absence as supporting an award of attorneys' fees of 33.3% of \$9 million settlement fund and full reimbursement of litigation expenses).

**CLASS COUNSEL'S REQUESTED
EXPENSE REIMBURSEMENT SHOULD BE APPROVED**

Attorneys who create a fund for the benefit of a class are entitled to payment from the fund of reasonable litigation expenses and charges. *In re Enron Corp. Sec., Derivative & ERISA Litig.*, 2004 WL 1900294, at *3 (S.D. Tex. Aug. 5, 2004). Here, Class Counsel request \$11,218.31 for litigation expenses, the maximum agreed to by Defendant. Thus far, they have reasonably and necessarily incurred \$11,218.31 in expenses to achieve the Settlement as set forth in this chart:

<u>Description</u>	<u>Amount</u>	<u>Law Firm</u>
Filing Fee – Texas	\$402.00	Eisenband Law, P.A.
Service of Process – Texas (1)	\$120.00	Hiraldo P.A.
Deposition Costs	\$1,351.31	Hiraldo P.A.
Expert Fee	\$4,968.00	Hiraldo P.A.
Mediation Costs	<u>\$4,377.00</u>	Eisenband Law, P.A.
TOTAL	\$11,218.31	

Hiraldo Decl. at ¶9. Because all these expenses were reasonably and necessarily incurred in the prosecution of the Litigation, the Court should

order for them paid from the Settlement Fund.

**THE COURT SHOULD APPROVE
THE \$5,000 SERVICE FEE AWARD**

“Service awards are used in class action lawsuits to compensate named plaintiffs for the services they provide.” *DeHoyos*, 24 F.R.D. at 339) (“Federal courts consistently approve incentive awards in class action lawsuits to compensate named plaintiffs for the services they provide and burdens they shoulder during litigation.”). Service awards are supported by the text of Rule 23(e)(2)(D), which requires a court reviewing a proposed settlement to consider whether “the proposal treats class members equitably relative to each other.” While this “equitable treatment requirement most obviously protects absent class members from being subjected to excessive incentive awards,” the requirement “also protects class representatives from having absent class members free ride on their efforts.” Newberg on Class Actions § 17:4 (5th ed.).

Pursuant to the Settlement, Plaintiff and Class Counsel move the Court to award \$5,000 to Plaintiff. Relevant considerations in granting incentive awards include the steps taken to protect the interests of the Class, the extent in which the Class benefited from such actions, and the time and labor that Plaintiff rendered in her capacity as Plaintiff.

Parmelee, 2019 WL 2352837, at *2 (granting the incentive award of \$14,500 to be distributed between two class representatives prior to class certification discovery). Plaintiff actively supported Class Counsel throughout the litigation by providing the documents and information necessary to draft the lawsuit, sitting for a deposition, make initial disclosures, and by consulting on the settlement negotiations. Hiraldo Decl. at ¶12. This modest award is consistent with the amounts of service awards commonly awarded by Fifth Circuits. *Slipchenko*, 2015 WL 338358, at *15 (granting the incentive award of \$12,000 to be distributed among three class representatives). In connection with this motion, Plaintiff now respectfully request an incentive fee of \$5,000.

CONCLUSION

Class Counsel's request for 33.3% of the Settlement Fund should, respectfully, be approved as a reasonable percentage of the fund created for the Settlement Class, which is further supported by the *Johnson* factors cross-check. In addition, Class Counsel's request for expense reimbursement of \$11,218.31 should be approved because expenses more than that amount were reasonably incurred. Finally, Service Award of \$5,000.00 for Plaintiff should be approved in recognition of her important contributions to this litigation.

Dated: October 8, 2024.

Respectfully submitted,

/s/Roger L. Mandel

Roger L. Mandel

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2833 Crockett St

Suite 135

Fort Worth, TX 76107

T: 214-253-8300

EISENBAND LAW, P.A.

515 E. Las Olas Boulevard, Suite 120

Ft. Lauderdale, Florida 33301

/s/ Michael Eisenband

Michael Eisenband

Florida Bar No. 94235

Email: MEisenband@Eisenbandlaw.com

Telephone: 954.533.4092

/s/ Manuel S. Hiraldo

HIRALDO P.A.

Manuel S. Hiraldo, Esq.

Florida Bar No. 030380

(admitted *pro hac vice*)

401 E Las Olas Blvd., Ste. 1400

Fort Lauderdale, FL 33301

mhiraldo@hirdolaw.com

T: 954-400-4713

Counsel for Plaintiff and the Class

CERTIFICATE OF CONFERENCE

Defendant has confirmed to the undersigned that it does not oppose the relief sought herein.

/s/Michael Eisenband
Michael Eisenband

CERTIFICATE OF SERVICE

This document was filed October 8, 2024, on the Court's ECF System, through which it will be served on all counsel of record.

/s/Michael Eisenband
Michael Eisenband

CERTIFICATE OF WORD COUNT

I certify that this Motion meets the Court's Word Count requirement because it contains 4,539 words, excluding the case caption, the signature block, Table of Contents, Table of Authorities and the certificates, as calculated by the word count function of Microsoft Word.

/s/ Michael Eisenband
Michael Eisenband

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

TABATHA LEE, et al.,

Plaintiffs,

v.

**JDC HEALTHCARE
MANAGEMENT, LLC,**

Defendant.

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**Civil Action No. 3:23-cv-
01134-E**

**DECLARATION OF MANUEL HIRALDO IN SUPPORT OF
CLASS COUNSEL’S UNOPPOSED MOTION AND BRIEF IN
SUPPORT FOR AWARD OF ATTORNEYS’ FEES AND COSTS
AND CLASS REPRESENTATIVE SERVICE AWARDS**

I, Manuel Hiraldo, declare as follows:

1. I am an attorney licensed to practice in the State of Florida and a member in good standing of the bar of the State of Florida and have been admitted *pro hac vice* to represent Plaintiff and the Class in this matter. I am a partner in the firm of Hiraldo P.A. I respectfully submit this declaration in support of Class Counsel’s Unopposed Motion and Brief in Support for Award of Attorneys’ Fees and Costs and Class Representative Service Awards.

2. I have personal knowledge of the facts set forth in this declaration and can testify to these facts if called upon to do so.

EXPERIENCE AND QUALIFICATIONS

3. I have been practicing complex commercial litigation since 2006 and have been primarily bringing class actions on behalf of injured individuals and companies since 2016 when I started my law firm, Hiraldo P.A.

4. I have recovered millions for class members throughout the United States and have been named Class Counsel in cases all around the United States.

5. Based upon the foregoing, I have very significant experience in evaluating the amounts of time that the tasks necessary to successfully prosecute a class action should take. I likewise have very significant experience with and knowledge of reasonable hourly rates for prosecuting complex class actions during the time period this case has been litigated. I also have extensive experience with the types and amounts of expenses, including expert fees, necessary to successfully prosecute complex class actions. I also have extensive experience with and knowledge of the percentages of common funds courts award in connection with class

action settlements. I believe based upon the foregoing that I would qualify as an expert on the reasonableness of attorneys' fees and expenses incurred in connection with the successful prosecution of class actions to settlement.

OPINIONS

6. Class Counsel have expended significant time and resources on this matter and expect to spend significantly more time to bring this case to its conclusion, including dealing with settlement administration issues, drafting the pleadings necessary to obtain final approval of the settlement and litigation and conducting the final approval hearing. Class Counsel and the attorneys and staff at their law firms have spent a combined total of approximately 247 hours prosecuting this case, all of which were reasonably required to achieve the significant cash relief the Settlement will confer on the Settlement Class Members. Class Counsel's total lodestar amounts to \$209,950.00 at a rate of \$850/hour. Resumes of each law firm representing Plaintiff and the Class are attached as **Exhibit 1**.

7. Roger Mandel, Michael Eisenband and I often litigate complex consumer class actions on a contingency basis. This fact is

relevant to determining the appropriateness of the award here because the Court's ultimate task is to approximate the reasonable fee that a competitive market would bear. For comparison, a typical contingent fee arrangement in the non-class action cases provides that the attorney representing the plaintiff receives 33 to 40 percent of the plaintiffs' recovery, exclusive of costs, and that has certainly been true in our cases.

8. To date, no class member has filed a request for exclusion, and there have been no objections to the Settlement or the requested fees.

9. Class Counsel's costs are set forth in the following chart:

<u>Description</u>	<u>Amount</u>	<u>Law Firm</u>
Filing Fee – Texas	\$402.00	Eisenband Law, P.A.
Service of Process – Texas (1)	\$120.00	Hirald P.A.
Deposition Costs	\$1,351.31	Hirald P.A.
Expert Fee	\$4,968.00	Hirald P.A.
Mediation Costs	\$4,377.00	Eisenband Law, P.A.
TOTAL	\$11,218.31	

10. As lead counsel, I am familiar with all these expenditures, and in my opinion, they were all reasonably and necessarily incurred. In my opinion, these expenses are not only reasonable but in fact very low given the results achieved, the length of this litigation, and the fact that Class Counsel hired and worked with an expert.

11. The 33.3% fee, \$11,218.31 in litigation expenses, and \$5,000.00 for a service award were all maximum amounts negotiated only after all the other terms had been agreed upon.

12. Lead Plaintiff Tabatha Lee has been an exemplary class representative providing Class Counsel with all the assistance Class Counsel have requested. Pre-filing she provided us with all the information and document necessary to draft the Complaint, and she also carefully reviewed the Complaint before filing. Post-filing, she provided the necessary information and documents necessary for the initial disclosures, discovery and was also deposed. During the settlement negotiations, she consulted with Class Counsel regarding settlement terms and reviewed and approved the Settlement Agreement. In my opinion, a services award of \$5,000 is reasonable, well-warranted and well within the range of awards commonly granted in class action cases.

13. To date, no class member has filed a request for exclusion, and there have been no objections to the Settlement or the requested fees.

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

Executed October 8, 2024

/s/Manuel Hiraldo
Manuel Hiraldo

EXHIBIT 1

Education:

University of Texas School of Law,
J.D. with honors, 1986

- Order of the Coif
- Board of Advocates
- Benton Moot Court Team, 1986
- ABA Moot Court Team, 1986
- Dean's Award of Distinction
(highest grade in class) in
Bankruptcy, Constitutional Law,
Advanced Constitutional Law and
Evidence

University of Texas at Austin,
B.B.A. with high honors, 1984

- Phi Eta Sigma, Beta Gamma
Sigma and Golden Key Honor
Societies

Admissions:

State of Texas, 1987

Board Certified--Civil Appellate
Law, Texas Board of Legal
Specialization, 1998

United States District Courts

Northern District of Texas

Southern District of Texas

Eastern District of Texas

Western District of Texas

Eastern District of Wisconsin

United States Court of Appeals for
the Second Circuit

United States Court of Appeals for
the Fourth Circuit

United States Court of Appeals for
the Fifth Circuit

United States Court of Appeals for
the Sixth Circuit

United States Court of Appeals for
the Seventh Circuit

Roger L. Mandel
Jeeves Mandel Law Group, P.C.
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Suite 135
Fort Worth, Texas 76107
p: 214-253-8300
e: rmandel@jeevesmandellawgroup.com

Roger L. Mandel is a prominent Dallas business litigation and class-action lawyer. Mr. Mandel holds the distinction of successfully trying one of only two class-action cases in Texas state court history known to have been tried to a jury.

Mr. Mandel has been named as a *Texas Super Lawyer* in the Class Action/Mass Torts category by *Texas Monthly Magazine* since the inception of the ratings in 2003 and as one of the Best Lawyers in Dallas in the Class Action category by *D Magazine* since the inception of the category in 2014. He also has earned Martindale-Hubble's coveted top AV® Preeminent rating.

Mr. Mandel currently sits on the Board of Directors of the Dallas Trial Lawyers Association and the Public Justice Foundation and is a past board member of the Texas Trial Lawyers Association. He is a past president of the Dallas Trial Lawyers Association and a fellow of both the Texas Bar Foundation (Top 1/3 of 1% of Texas lawyers) and the Dallas Bar Foundation. Additionally, Mr. Mandel was the co-chair of the AAJ Class Action Litigation Group.

A member of the Texas State Bar, Mr. Mandel is also admitted to practice in the Eastern, Northern, Southern and Western Federal Districts of Texas, the Eastern District of Wisconsin, the United States Courts of Appeals for the Second, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Eleventh Circuits, and the United States Supreme Court.

United States Court of Appeals for the Eighth Circuit

United States Court of Appeals for the Ninth Circuit

United States Court of Appeals for the Eleventh Circuit

United States Supreme Court

Memberships and Affiliations:

Dallas Trial Lawyers Association
- Past president 2011-2012
- President 2010-2011
- President-elect 2009-2010
- Vice president 2008-2009
- Board of directors, 1997-2024

Texas Trial Lawyers Association
- Board of directors, 2002-2016

American Association of Justice
- Class Action Litigation Group
- Co-chair 2010-2011
- Vice-chair 2009-2010

Public Justice Foundation
- Board of Directors, 2001-2024
- Executive Committee, 2016-2017, 2020-2021, and 2023-2024

National Association of Consumer Attorneys

State Bar of Texas

Fellow of the Texas Bar Foundation (Top 1/3 of 1% of Texas lawyers)

Dallas Bar Association

Fellow of the Dallas Bar Foundation

American Bar Association
- Tort and Insurance Practice Section
- Commercial Torts Committee, Vice-chairman, 1994-2002

Section of Litigation
Class Action & Derivative Suits Committee

Philanthropic, caring and immersed in Dallas-Fort Worth community social action, Mr. Mandel values the importance of improving the world. Mr. Mandel currently serves on the board of directors of the Jewish Federation of Fort Worth and Tarrant County.

Verdicts and Settlements - Class-Action Accomplishments

Settlement of a nationwide class-action suit against American Airlines under ERISA related to pension benefits of its former AirCal pilots.

Settlement of a nationwide class-action suit against Wells Fargo Bank for violations of RESPA.

Settlement of statewide class-action suit against State Farm Insurance Cos., Allstate Insurance Cos., Farmers Insurance Cos. and GEICO Insurance Cos. for violations of the Texas Insurance Code relating to claims procedures for automobile policyholders.

Settlement (along with multiple co-counsel) of major nationwide class-action suit litigation involving General Motors pickup trucks.

Settlement following summary judgment of a statewide class action for breach of contract and deceptive trade practices against Southwestern Bell Mobile Systems.

Settlement of a statewide class-action suit on behalf of customers of Southwestern Bell Telephone Company for violations of the Texas Finance Code.

Settlement of a statewide class-action suit on behalf of persons who entered into lease agreements with UDR Western

Residential, Inc., and other of its affiliates, arising out of claims under the Texas Water Code, regulations of the Texas Natural Resources Conservation Commission, the Texas Utility Code, regulations of the Public Utility Commission and the Texas Debt Collection Practices Act.

Settlement of a nationwide class-action suit on behalf of customers of Ticketmaster Group, Inc., and certain of its affiliates, who purchased tickets with a credit card and were charged illegal surcharges.

Settlement of a nationwide class-action suit against First USA Bank for violations of the Truth in Lending Act.

Obtained judgment (following summary judgment and jury trial) against the Dallas County Community College District on behalf of a class of current and former students as a result of the District charging of a technology fee that the trial court found was not authorized by state law. This is one of only two class-action cases known by Mr. Mandel to have been tried in the Texas state courts.

Settlement of a nationwide class-action suit against Sears Roebuck & Co. representing a landmark and virtually unprecedented settlement of a consumer class-action case. Under the settlement, Sears installed, free of charge, for a class of almost four million customers, anti-tip brackets to prevent tipping of its freestanding electric and gas ranges that frequently caused severe burns, crushing and death. Those customers who had already paid to have anti-tip brackets installed received reimbursement. Furthermore, Sears agreed to install anti-tip brackets on all sales of new ranges for at least three years, now believed by Mr. Mandel to be a permanent practice of Sears. By, in effect, obtaining a recall, this settlement actually obtained better relief than likely could have been obtained through trial and accomplished what the Consumer Product Safety Commission refused to do for more than twenty years.

Settlement against Nationwide Insurance Company on behalf of a national class related to overcharges on life insurance

premiums. Notably, the settlement was achieved after obtaining a contested certification of a nationwide class under the laws of all 50 states.

A settlement in a class-action suit over the purchase of TXU, one of the largest purchases of a publicly traded company in United States history.

A settlement in a derivative case against officers and directors of Affiliated Computer Systems related to options backdating.

A settlement in a securities class-action suit against officers and directors of the investment manager of the Cushing MLP Total Return Fund.

A settlement of a nationwide class action on behalf of a class of 401(k) plans against their investment provider, Nationwide Insurance, for paying the mutual funds it offered as investments, thought to be one of the three largest ERISA settlements in history.

A settlement of a nationwide class action against the insurers, brokers, and promoters responsible for offering illegal group and blanket insurance policies.

A settlement of a nationwide class action against a trust fund for failure to pay digital royalties to session musicians.

A settlement of a statewide class action against Ciox Health for overcharging for medical records in Texas.

Settlements of statewide class actions against Progressive and USAA for underpayment of first party automobile total loss claims.

Complex Business Litigation Accomplishments

Settlement with a medical malpractice insurer in an insurance coverage/bad faith case following a medical malpractice jury verdict and a coverage verdict.

Settlement of business tort litigation on behalf of the former owner of a major league sports franchise against a national bank relating to the sale of the franchise.

Settlement of tortious interference with business contract litigation on behalf of a large independent electrical

supplier/contractor following a jury verdict.
Jury verdict and judgment against Henry S. Miller
Commercial Company based upon fraud and negligent
misrepresentation.

Firm Affiliations

Jeeves Mandel Law Group, P.C., Dallas Texas
Partner, August 1, 2018, to present.

Lackey Hershman L.L.P., Dallas, Texas Partner,
July 1, 2011 - January 3, 2018.

Beckham & Mandel, Dallas, Texas
Founding Shareholder, January 1, 2010-June 30, 2011

Stanley, Mandel & Iola, L.L.P., Dallas, Texas
Founding Partner, 1997-2009

Stanley, Mandel & Kleinman, P.C., Dallas, Texas
Founding Shareholder, August 1992-1997

Hale, Spencer, Stanley, Pronske & Trust, P.C., Dallas, Texas
Associate, 1987-1992

Honors

Best Lawyers in America 2016 and 2017-Mass Tort
Litigation/Class Actions-Plaintiffs

Best Lawyers in Dallas, Class Action, 2014-2024 (*DMagazine*)

Top 100 Trial Lawyers, 2013-2022 (The National Trial Lawyers)

Top 25 Class Action Trial Lawyers, 2013-2022 (The National
Trial Lawyers)

Texas Super Lawyer, Class Action/Mass Torts, 2003-2024
(*Texas Monthly Magazine*)

AV Preeminent Rated, Martindale-Hubbell

Publications and Speeches

Speaker: "The Nexium Conundrum: Class Action Standing
Under Article III, "National Consumer Law Center, 23rd
Annual National Consumer Rights Conference, Class Action
Symposium (November 2014)

Speaker and Author: "Post-Concepcion Enforcement of Arbitration Clauses Containing Class Bans," *American Association of Justice Tele-Seminar* (March 6, 2012)

Speaker and Author: "Certification of Multi-State Classes and Related Choice of Law Issues," *American Association of Justice* (Vancouver, July 2010)

Speaker: "Shady Grove and Naked Class Action Bans: The Emerging Conflicts Between Federal and State Laws on Class Certification, Multistate Classes and Choice of Law Issues," NCLC Class Action Symposium (Philadelphia, 2009)

Co-moderator: "New Developments in Class Actions," American Association of Justice (San Francisco, July 2009)

Coauthor: "Navigating the Rough Terrain: Class Actions in Texas after HB4 and CAFA," *The Advocate* (The State Bar Litigation Section Report) (Fall 2008)

Author: "Arbitration: Should It Be Sought Rather Than Fought," Consumer Law & Policy Blog (December 3, 2006)

Speaker: "Arbitration of Consumer Class-Action Cases," NCLC Consumer Class Action Symposium (Miami, 2006)

Speaker: "Credit Card Developments," 10th Annual Consumer Financial Services Litigation Institute (PLI, Dallas, TX, 2005)

Author: "The Class Action Unfairness Act of 2005," Dallas Bar Headnotes, April 1, 2005

Speaker: "Where Will the Big Cases Come From After H.B. 4," Conference on State and Federal Appeals, University of Texas Continuing Legal Education Department, June 2004

Speaker: "Class Action Update," Advanced Personal Injury Seminar, State Bar of Texas, Austin, 2003

Coauthor and Speaker: "Summaries of Significant Class Action Opinions in Texas State and Federal Courts: 2001-2002," Texas Trial Lawyers Association, July 2002

Author: High Court: "Class Action Standards Too Strict,"

Coauthor and Speaker: "Resolving Class Actions in the Plaintiffs Favor: Settlements and Contested Final Judgments," Federal Bar Association, April 2001

Coauthor: "Dealing With Attorney's Fees and Objections in Class Action Settlements," National Institute on Class Actions, American Bar Association, 1997

Author: "Abstracts of Recent State and Lower Federal Court Decisions on Consumer Class Actions," Consumer and Personal Rights Litigation Newsletter, American Bar Association, May 1995.

Author and Speaker: "Mining for Gold: Recognizing Class Actions Arising Out of Your Personal Injury Practice," Texas Trial Lawyers Association, "What You Absolutely Positively Gotta Know About..." November 12-13, 2020.



Michael Eisenband

Mr. Eisenband has represented both plaintiffs and defendants in both state and federal courts. He has significant experience with motion practice, oral argument, discovery, mediation, and appellate practice. Prior to opening Eisenband Law, P.A., Mr. Eisenband was an associate at Blank Rome LLP and before that Greenspoon Marder LLP. Prior to opening Eisenband Law, P.A., Mr. Eisenband's practice focused on representing national lenders and mortgage servicers in contractual disputes and consumer protection lawsuits under the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act.

Education:

J.D., University of Miami School of Law – 2010
BBA, University of Miami, Miami Business School – 2006

Experience:

Eisenband Law, P.A.: 2018- Present
Blank Rome LLP: 2014-2018
Greenspoon Marder LLP: 2013-2014
Smith Hiatt & Diaz, P.A.: 2011-2013

Practice Areas:

Commercial Litigation
Appellate Litigation
Class Actions

Court Admissions:

Florida
U.S. District Court - Southern District of Florida
U.S. District Court - Northern District of Florida
U.S. District Court - Middle District of Florida
U.S. District Court - Northern District of Illinois
U.S. District Court - Southern District of Illinois
U.S. District Court - Eastern District of Oklahoma

U.S. District Court - Western District of Oklahoma
U.S. District Court - Southern District of Indiana
U.S. District Court - District of Colorado
U.S. District Court - Northern District of Ohio
U.S. District Court - Eastern District of Michigan
U.S. District Court - Northern District of Texas
U.S. District Court - Southern District of Texas
U.S. District Court - Eastern District of Wisconsin
U.S. District Court - Western District of Wisconsin

Recognitions:

2016-2024, “Florida Rising Star” by Super Lawyers

Notable Class Cases:

- *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018) (Class Settlement);
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 6:19-cv-196-GAP-DCI (M.D. Fla. 2019) (Class Settlement);
- *Banks v. Fuccillo Aff. of Fl., Inc.* Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019) (Class Settlement).
- *Flores v. Village Ford, Inc.*, No. 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019) (Class Settlement)
- *King v. Classic Chevrolet, Inc.*, No. 4:19-cv-00429 (N.D. Okl. 2019) Class Settlement)



Manuel S. Hiraldo

Mr. Hiraldo has experience in all aspects of litigation in state and federal courts, including motion practice, oral argument, discovery, mediation, trial, and appellate practice.

Prior to opening Hiraldo P.A., Mr. Hiraldo was Of Counsel at Blank Rome LLP. His practice focused on defending loan originators and servicers in consumer claims under the Telephone Consumer Protection Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and state collection and deceptive trade practices statutes.

Practice Areas

Commercial Litigation
Financial Services Litigation
Class Actions
Appellate Litigation
Real Estate Litigation
Construction Defect
Wrongful Death
Catastrophic Injury

Education

J.D., Emory University School of Law – 2006
BBA, Emory University, Goizueta Business School – 2003

Experience

Hiraldo P.A.: 2016 – present
Blank Rome LLP: 2011 – 2016
Rumberger, Kirk & Caldwell, P.A.: 2008 – 2011
Wicker, Smith, O’Hara, McCoy & Ford, P.A.: 2006 – 2008

Recognitions

2021, Super Lawyer
2012 – 2016, "Florida Rising Star" by Super Lawyers

Court Admissions

Florida

U.S. District Court - Middle District of Florida

U.S. District Court - Northern District of Florida

U.S. District Court - Southern District of Florida

United States Court of Appeals for the Eleventh Circuit

Class Settlements

- *Horn v. iCan Ben. Grp., Ltd. Liab. Co.*, 2018 U.S. Dist. LEXIS 98777 (S.D. Fla. 2018)
- *Goldschmidt v. Rack Room Shoes, Inc.*, 1:18-cv-212200-KMW (S.D. Fla. 2018)
- *Pena v. Lexington Law Firm*, 1:18-cv-24407-UU (S.D. Fla. 2018)
- *Dargoltz v. Fashion Marketing Group, Inc.*, No. 2021-009781-CA-01 (Fla. Cir. Ct. 2021)
- *Albrecht v. Oasis Power, LLC*, 1:18-cv-1061-HDL (N.D. Ill. 2018)
- *Eisenband v. Schumacher Automotive, Inc.*, 9:18-cv-80911-BB (S.D. Fla. 2018)
- *Papa v. Grieco Ford Fort Lauderdale, LLC*, 1:18-cv-21897-JEM (S.D. Fla. 2018)
- *Bloom v. Jenny Craig, Inc.*, Case No. 1:18-cv-21820-KMM (S.D. Fla. 2018)
- *Jairam v. Colourpop Cosmetics, LLC*, Case No. 1:19-cv-62438-RAR (S.D. Fla. 2019)
- *Picton v. Greenway Chrysler-Jeep-Dodge, Inc.*, Case No. 6:19-cv-00196-GAP (M.D. Fla. 2019)
- *Dipuglia v. US Coachways, Inc.*, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (
- *Banks v. Fuccillo Aff. of Fl., Inc.*, Case No. 2:19-cv-00227-JES-MRM (M.D. Fla. 2019)
- *Jackson v. South Houston Motorcars, LLC*, Case No. 4:20-cv-01955 (S.D. Tex. 2020)
- *Mohamed v. Off Lease Only, Inc.*, Case No. 1:15-cv-23352-MGC (S.D. Fla. 2015)
- *Marengo v. Miami Resch. Assocs., LLC*, No. 1:17-cv-20459-KMW, 2018 U.S. Dist. LEXIS 122098 (S.D. Fla. 2018)
- *Flores v. Village Ford, Inc.*, 2:19-cv-12368-LVP-RSW (E.D. Mich. 2019)
- *Wijesinha v. Susan B. Anthony List, Inc.*, 1:18-cv-22880-JEM (S.D. Fla. 2018)
- *King v. Classic Chevrolet, Inc.*, 4:19-cv-00429-CVE-JFJ (N.D. Okla. 2019)
- *Masson v. Tallahassee Dodge Chrysler Jeep, LLC*, 2018 U.S. Dist. LEXIS 77916 (S.D. Fla. 2017)
- *Poirier v. Cubamax Travel, Inc.*, No. 1:18-cv-23240-CMA (S.D. Fla. 2018) (

- *McLean v. Osborn, D.O., PLLC*, No. 9:18-cv-81222-DMM (S.D. Fla. 2018)
 - *Von Paulus v. Real Green Systems, LLC*, No. 1:20-cv-23819-RNS (S.D. Fla. 2020) (
 - *Saliba v. KS Statebank Corp.*, No. 2:20-cv-00503-JAT (D. Az. 2020) (
 - *Whitworth v. HH Entm't, Inc.*, No. 9:17-cv-80487-KAM, 2018 U.S. Dist. LEXIS 112223 (S.D. Fla. 2017)
 - *Gerstenhaber v. Galleria Fitness Club, LLC*, No. 1:18-cv-62108-CMA (S.D. Fla. 2018)
 - *Ramos v. Pandora, et al*, No. 0:17-cv-62100-FAM (S.D. Fla. 2017)
 - *Santos v. Biocollections Worldwide, Inc.*, No. 2020-011216-CA-01 (Fla. Cir. Ct. 2020)
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