

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA

DANA BASS,

Plaintiff,

vs.

IMPERIAL FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

CASE NO: 1:22-cv-00550

**PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEYS' FEES AND
COSTS AND PLAINTIFF'S SERVICE AWARD**

Plaintiff Dana Bass ("Bass"), individually and on behalf of the Settlement Class, respectfully submits this Motion requesting that the Court award attorneys' fees and costs of approximately 21% of the estimated value of the settlement of \$3,740,706.00, which is \$795,000.00 to Class Counsel and a Service Award of \$5,000.00 to Plaintiff Bass, in accordance with the terms of the Agreement, and as set forth in the Proposed Order granting final approval of the Agreement.¹

Plaintiff respectfully requests the Court approve the requested amounts in attorneys' fees and costs and for the Service Award, and enter an order of final approval including the content of the proposed Order which will be submitted with Plaintiff's Motion for Final Approval, including, as relevant here:

¹ This Motion is submitted according to the deadlines agreed to by the Parties and ordered by this Court, which is fifteen days prior to the deadline for Settlement Class Members to object (so that Class Members have the opportunity to review the fee petition prior to the objection deadline). The deadline to file the Motion for Final Approval is not until after the objections deadline and twenty days prior to the Final Fairness Hearing. *See* Dkt. No. 38 at pp. 8-9. The forthcoming Motion for Final Approval will include a proposed Order that will address both the fairness of the proposed Settlement Agreement in general, as well as attorneys' fees and costs specifically. As such, Plaintiff and Class Counsel respectfully submit this Court should wait on entering an Order addressing attorneys' fees and costs and Service Award until after the Fairness Hearing.

1. Approving Defendant's agreement to pay and directing payment of attorneys' fees and costs of \$795,000.00, in accordance and under the terms of the Agreement;

2. Approving Defendant's agreement to pay and directing payment of the Service Award of \$5,000.00 to the Named Plaintiff.

Dated: October 25, 2024.

Respectfully submitted,

S/Soren E. Gisleson

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on this first day of October 25, 2024, I electronically filed a true and exact copy of the foregoing document with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all attorneys of record.

S/Soren E. Gisleson

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA

DANA BASS,

Plaintiff,

vs.

IMPERIAL FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

CASE NO: 1:22-cv-00550

**PLAINTIFF’S MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR
ATTORNEYS’ FEES AND COSTS AND PLAINTIFF’S SERVICE AWARD**

Plaintiff, Dana Bass (“Bass”), individually and on behalf of the Settlement Class, respectfully submits this Motion requesting that the Court award attorneys’ fees and costs of approximately 21% of the estimated value of the settlement of \$3,740,706.00, which is \$795,000.00 to Class Counsel and a Service Award of \$5,000.00 to Plaintiff Bass, in accordance with the terms of the Agreement, and as set forth in the Proposed Order granting final approval of the Agreement.¹

¹ This Memorandum is submitted according to the deadlines agreed to by the Parties and ordered by this Court, which is fifteen days prior to the deadline for Settlement Class Members to object (so that Class Members have the opportunity to review the fee petition prior to the objection deadline). The deadline to file the Motion for Final Approval is not until after the objections deadline and twenty days prior to the Final Fairness Hearing. *See* Dkt. No. 38 at pp. 8-9. The forthcoming Motion for Final Approval will include a proposed Order that will address both the fairness of the proposed Settlement Agreement in general, as well as attorneys’ fees and costs specifically. As such, Plaintiff and Class Counsel respectfully submit this Court should wait on entering an Order addressing attorneys’ fees and costs and Service Award until after the Fairness Hearing.

I. STATEMENT OF THE BASIS FOR THE REQUEST

After litigating this action for more than two years, the Parties reached a settlement, memorialized by the Agreement,² which if approved would provide members of the Settlement Class payment of regulatory fees associated with the titling and registration of vehicles in Louisiana following the total losses of their vehicles insured by Defendant. Dkt. 37-1. This Court preliminarily approved the Settlement Agreement on April 14, 2024. Dkt. No. 38. Under the Agreement, Defendant agreed to pay attorneys' fees and costs awarded by the Court up to \$795,000.00, which is 21% of the estimated value of the settlement,³ and to pay a Service Award of \$5,000.00 to the Named Plaintiff. As set forth below, the fee requested by Class Counsel represents the market standard for attorneys' fees and fits comfortably within a substantial body of precedent addressing fee awards in the context of class actions in the Fifth Circuit.

II. MEMORANDUM OF LEGAL AUTHORITY

A. **The proposed Settlement is an excellent result and supports the reasonableness of the attorneys' fees sought.**

Plaintiff has already set forth the terms of the proposed Settlement Agreement, which this Court preliminarily approved, and why they are excellent results and are certainly fair and reasonable to Settlement Class Members, which is set forth in the Motion for Preliminary Approval (Dkt. No. 37) and the Declaration of Edmund Normand, attached as Exhibit 2 thereto, and will do so once again in moving for final approval. As such, this fee petition does not repeat such points— suffice it to say that securing 100% of the damages sought that could have been obtained at trial, an extremely tailored and narrow release, a robust Notice plan, and an extremely simple claim

² Unless otherwise stated herein, capitalized terms shall have the definitions provided in the Agreement docketed at Dkt. No. 37-1.

³ The number is actually less. Class Counsel incurred significant costs in litigating this case that are not included in the 21% calculation. See Normand Decl. at ¶ 15.

process is an excellent result. And that Class Counsel was able to secure such favorable terms in an efficient manner and despite arguably difficult contrary law counsels strongly in favor of approving the attorneys' fees and costs sought here.

B. The Standard for Awarding Attorneys' Fees to Class Counsel

The percentage for attorneys' fees of 21% falls within the benchmarks set for attorneys' fees in other courts in the Fifth Circuit, including Louisiana district courts. It has been noted that "for settlements between \$1 million and \$2 million, common benefit fees between 32-percent and 37-percent have been awarded." *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 497–98 (E.D. La. 2020). The Fifth Circuit has approved district courts' "use of the percentage method cross-checked with the *Johnson* factors." *Union Asset Mgmt. Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 644 (5th Cir. 2012).⁴

Courts have long recognized the common fund doctrine, under which attorneys who create a recovery benefiting a group of people may be awarded their fees and costs from the recovery. *See, e.g., Van Gemert*, 444 U.S. at 478. The doctrine serves the "twin goals of removing a potential financial obstacle to a plaintiff's pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the named plaintiff's efforts." *In re Gould Sec. Lit.*, 727 F. Supp. 1201, 1203 (N.D. Ill. 1989). This doctrine also ensures that those who benefit from a lawsuit are not "unjustly enriched." *Van Gemert*, 444 U.S. at 478. The Fifth Circuit has directed that the fee be based upon a percentage of the class benefit so long

⁴ The *Johnson* factors—intended to ensure "a reasonable fee"—are: (1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal service adequately; (4) the preclusion of other employment by the attorney because he accepted this case; (5) the customary fee for similar work in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717, 720 (5th Cir. 1974).

as a *Johnson* cross check is performed. *Union Asset Mgmt.*, 669 F.3d at 644. Courts have significant discretion in choosing the proper percentage. *Id.* The fee Defendant has agreed not to oppose or otherwise object to, \$795,000.00, is significantly less than the percentage that has been recognized as reasonable in similar-sized cases. *See In re Chinese-Manufactured Drywall*, 424 F. Supp. 3d at 498; *Poole v. Eicholz Law Firm, P.C.*, No. 11-1546, 2013 U.S. Dist. LEXIS 133462, at *10–*11 (E.D. La. Sept. 17, 2013) (discussing empirical studies of attorneys’ fees in class action settlements and noting “[m]ost fee awards were between 25 percent and 35 percent”); *id.* at *11 (approving fee request of 33%).

As numerous courts have recognized, “[t]he percentage of the fund method has a number of advantages: it is easy to calculate; it establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.” *Rawlings*, 9 F.3d at 516. In addition to being far simpler, awarding a percentage of the fund “directly aligns the interests of the class and its counsel.” *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 122 (2d Cir. 2005). This method further incentivizes class counsel to obtain the largest possible recovery in the most efficient manner possible. *Id.*; *Rawlings*, 9 F.3d at 516. By contrast, “the lodestar method has been criticized for being too time-consuming of scarce judicial resources. District courts must pore over time sheets, arrive at a reasonable hourly rate, and consider numerous factors in deciding whether to award a multiplier. With the emphasis it places on the number of hours expended by counsel rather than the results obtained, it also provides incentives for overbilling and the avoidance of early settlement.” *Rawlings*, 9 F.3d at 516-17. In other words, if fees are awarded based (solely) on a lodestar method, attorneys are incentivized to spin wheels and protract litigation to drive up a larger fee.

C. The fee percentage sought is eminently reasonable and is less than the percentages often approved in other class action settlements.

As set forth above, the fee percentage sought here is 21% of the total settlement value. See Exhibit 1 filed contemporaneously herewith, Declaration of Edmund Normand, Esq., ¶ 13. This is less than the percentage consistently approved as reasonable in class action settlements by courts throughout the Fifth Circuit, including this Court. See, e.g., *See In re Chinese-Manufactured Drywall*, 424 F. Supp. 3d at 498 (finding fee between 32% and 37% reasonable in similar sized case); *Poole*, 2013 U.S. Dist. LEXIS 133462, at *10–*11 (finding fee between 25% and 35% reasonable in common benefit class actions).

Considering the fee percentages routinely approved by other courts in this Circuit confirms the amount sought here is eminently reasonable, and if anything falls on the lower end of the spectrum. See, e.g., *Poe v. United Ass'n of Journeyman & Apprentices of the Plumbing & Pipefitting Indus. of the United States AFL-CIO Local 198 Health and Welfare Fund*, No. 18-00667-BAJ-SDJ, 2021 U.S. Dist. LEXIS 188683 (M.D. La. Sep. 30, 2021) (approving fees of 33 1/3%); *Shaw v. Toshiba Am. Info. Sys.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000) (“[T]his Court concludes that attorneys’ fees in the range from twenty-five percent (25%) to thirty-three and thirty-four one-hundredths percent (33.34%) have been routinely awarded in class actions.”); *Di Giacomo v. Plains All Am. Pipeline*, No. H-99-4137, 2001 U.S. Dist. LEXIS 25532 (S.D. Tex. Dec. 18, 2001) (approving fees of 30%).

D. The requested fees are reasonable given the *Johnson* factors crosscheck.

The *Johnson* factors to be utilized as a crosscheck to ensure the reasonableness of a fee are (1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal service adequately; (4) the preclusion of other employment by the attorney

because he accepted this case; (5) the customary fee for similar work in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. 488 F.2d at 720. But, not all the *Johnson* figures need be considered. *See, e.g., Uselton*, 9 F.3d at 854 (“rarely are all the *Johnson* factors applicable; this is particularly so in a common fund case.”). Review of the relevant *Johnson* factors confirms that fees constituting 21% or less of the settlement benefit is eminently reasonable here.

1. The time and labor required

Class Counsel has expended significant time and resources on this action, accumulating a lodestar of over \$338,722.50. Exhibit 1 (Normand Decl.), ¶ 14; *see also Burford v. Cargill, Inc.*, No. 05-0283, 2012 U.S. Dist. LEXIS 161232, at *8 (W.D. La. Nov. 8, 2012) (because the case required a significant “amount of time and labor... this factor supports a substantial attorney award.”). This time was spent on numerous issues, including (i) propounding written discovery, (ii) reviewing troves of production documents, (iii) retaining experts and providing expert reports, (iv) reviewing voluminous claims data produced by Defendant in discovery; (v) litigating Defendant’s motion to dismiss. Normand Decl. at ¶¶ 12–17.

This would equate to a lodestar multiplier of 2.4, utilizing normally-approved and accepted rates and conservatively projecting remaining time to be expended on this litigation, which is well within the multiplier range that courts throughout the Fifth Circuit, including this Court, have deemed reasonable. *Id.* at ¶¶ 14; *see also, e.g., City of Omaha Police & Fire Ret. Sys. v. LHC Grp.*, No. , 2015 U.S. Dist. LEXIS 26053, at *22 (W.D. La. Feb. 11, 2015) (“Multipliers ranging from one

to four frequently are awarded in common fund cases when the lodestar method is applied.”); *In re Combustion, Inc.*, 968 F. Supp. 1116, 1133–34 (W.D. La. 1997) (citing *In re Shell Oil Refinery*, 155 F.R.D. 552, 573 (E.D. La.1993) (applying risk multiplier of 3 to 3.5) (and cases cited at note 55)); *In re Enron Corp. Securities, Derivatives, and ERISA Litig.*, 586 F. Supp. 2d 732, 803 (S.D. Tex. 2008) (approving a multiplier of 5.2); *Di Giacomo v. Plains All Am. Pipeline*, No. H-99-4137, 2001 U.S. Dist. LEXIS 25532, at *11 (S.D. Tex. Dec. 8, 2021) (noting “courts typically apply multipliers ranging from one to four” and approving attorneys’ fees that equated to a 5.3 multiplier). As numerous courts have explained, the availability of a multiplier is of considerable importance to acknowledge the risk borne by Class Counsel in complex cases which require significant cost—as this one did—with uncertain or even unlikely success, as was the case here, given the contrary state court authority from Louisiana appellate courts and authority from the Fifth Circuit on a similar case rejecting the insured’s claims for sales tax and fees.

As such, factor counsels in favor of approving the requested fees and costs.

2. Novelty and difficulty of the issues

“Most class actions are inherently complex.” *Moore v. Aerotek, Inc.*, No. 2:15-cv-2701, 2017 U.S. Dist. LEXIS 102621, at *10 (S.D. Ohio June 30, 2017). This case is no exception. The proposed settlement here was not reached until Class Counsel had conducted extensive pre- and post-suit analysis and investigation, consulted about the novel and difficult issues raised, thoroughly researched the law and facts, engaged in discovery and extensive data analysis, assessed the risks of prevailing at both the trial court and appellate levels, engaged in contentious litigation, fully briefed a motion to dismiss, and so forth. One court in a substantially similar total-loss class action characterized it as a “complex class action” that involved “novel areas of law.” *Sos v. State Farm*

Mut. Auto. Ins. Co., No: 6:17-cv-890-PGB-LRH, 2021 U.S. Dist. LEXIS 52898, at *10 (M.D. Fla. Mar. 19, 2021).

Notably, Plaintiff sought to recover Transfer Fees under a novel legal theory, specifically, that La. Rev. Stat. § 22:1892(B)(5) requires the payment of such fees. Section 22:1892(B)(5), La. Rev. Stat., was enacted in 2010. *See* 2010 La. H.B. 1011. Before its enactment, multiple Louisiana state appellate courts held that sales tax was not an element of actual cash value owed by an insurer in the event of a total loss. *State Farm Mut. Auto. Ins. Co. v. Berthelot*, 98-1011 (La. 4/13/99), 732 So. 2d 1230, 1235; *Clark v. Clarendon Ins. Co.*, 2002-1314 (La. App. 3d Cir. 3/26/03), 841 So. 2d 1039. These decisions remain good law and have not been overturned or re-addressed by a Louisiana state appellate court. This is significant given the conceptual similarities between sales tax and transfer fees as it pertains to the actual cash value of an insured vehicle.

Defendant cited these decisions in its motion to dismiss, stressing “straightforward application of the Policy language and Louisiana law results in no recovery of Sales Tax and Fees as a matter of law.” Dkt. No. 9-1 at 19. This further indicates the complexities and hurdles that Class Counsel, in this case, were able to successfully navigate to a favorable settlement. This factor strongly weighs in favor of the attorneys’ fees and costs sought here.⁵

Another novel issue in this case relates to a contractual shortening of the statute of limitations in the Imperial policy. This was also a case of first impression because of the unique language in the policy attempting to shorten the limitations period to one year. If Defendant prevailed Plaintiff and all the class members claims would be denied. In the settlement we were able to extend the

⁵ Of course, this inherently means the skill required to navigate such issues was significant—and as such, the “skill required” factor also counsels in favor of approving the requested amount in attorneys’ fees and costs. *See, e.g., Claudet v. Cytec Ret. Plan*, No. 17-10027, 2020 U.S. Dist. LEXIS 103040, at *34 (E.D. La. Jun. 12, 2020) (finding this factor weighed in favor of approving the requested fees and costs because “[t]he challenging legal questions and the nature of the class action required Class Counsel to have specialized knowledge and legal skill in order to reach a favorable outcome.”).

statute of limitations beyond the one year to three years. Notably any insured who had a claim over 3 years ago is not released by this settlement and can bring another action. Further there were multiple subsidiary insurance companies with different policies and defenses. This settlement covers all of them.

3. Customary Fee

As set forth above, the percentage sought here—21%—is less than the amount customarily approved by district courts in this circuit. *See supra*; *see also Claudet*, 2020 U.S. Dist. LEXIS 103040, at *35 (finding the “customary fee” factor weighed in favor of approving requested fees because courts “routinely award up to one-third of the total settlement award in attorney fees”). As such, this factor also counsels in favor of the attorneys’ fees and costs sought here.

4. Whether the fee is fixed or contingent

This case was taken purely on a contingent basis. As such, Class Counsel should be “rewarded” for “accepting the risk” of unsuccessful results—the costs of which they would have entirely borne—and yet “achieving successful results.” *See Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 866 (E.D. La. 2007). This factor counsels in favor of approval of the requested attorneys’ fees and costs. *See Claudet*, 2020 U.S. Dist. LEXIS 103040, at *35 (“Class Counsel litigated this matter on a contingency basis, undertaking significant risk and requiring a substantial financial investment without guaranteed victory...[T]his factor weighs in favor of approval.”); *Bowers v. Windstream Ky. East, LLC*, No. 3:09-CV-440-H, 2013 U.S. Dist. LEXIS 157242, at *13 (W.D. Ky. Oct. 31, 2013) (“Given the huge risk to counsel in taking this case on a contingency basis, to award fees and expenses based on one-third of the direct cash payments credit and rebates in the case is most reasonable and fair”) (cleaned up); *see also Carr v. Guardian Healthcare Holdings, Inc.*, 2022 U.S. Dist. LEXIS 32094, at *8 (S.D. Oh. Jan. 19, 2022) (approving fees equal

to one-third of class recovery in part because “Class Counsel litigated this case on a wholly contingent basis with no guarantee of recovery.”).

5. The amount involved and amounts obtained

The value of the benefits rendered to the Settlement Class is substantial. Settlement Class Members who submit Claim Forms will receive 100% of the Sales Tax and Transfer Fees sought. This far exceeds amounts that other courts have found to be significantly beneficial and favoring a requested award of attorneys’ fees and costs. *See, e.g., Kemp v. Unum Life Ins. Co. of Am.*, No. 14-0944 2015 U.S. Dist. LEXIS 166164, at *29 (E.D. La. Dec. 11, 2015) (finding this factor favored approval of attorneys’ fees where settlement secured “half” of potential damages); *In re Polyurethane Foam Antitrust Litig.*, 2015 U.S. Dist. LEXIS 23482, at *17 (N.D. Oh. Feb. 26, 2015) (“A settlement figure that equates to roughly 18 percent of the best-case-scenario classwide overcharges is an impressive result in view of these possible trial outcomes.”); *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, No. 1:08-WP-65000, 2016 U.S. Dist. LEXIS 130467, at *49 (N.D. Oh. Sep. 23, 2016) (settlement providing benefits for a “25% weighted average” of potential damages are trial “compares very favorably” to other class settlements); *Shane Grp. Inc. v. Blue Cross Blue Shield of Mich.*, 833 F. App’ x 430, 431 (6th Cir. 2021) (noting that 32% of alleged damages was a “substantial recovery”).

As such, this factor weighs in favor of approving attorneys’ fees and costs here.

6. Experience, ability, and reputation of the attorneys

Class counsel have extensive experience litigating cases involving whether sales tax and/or title and tag transfer fees are included in the actual cash value of insured vehicles across the county, and have secured dozens of million-dollar and multi-million dollar settlements, evincing extensive knowledge of the claims and defenses at issue. Normand Decl. at ¶¶ 19, 21–22; *see also*

BleachTech, LLC v. UPS, Inc., 2022 U.S. Dist. LEXIS 128736, at *25-26 (E.D. Mich. Jul. 20, 2022) (“[T]he skill of legal counsel should be commensurate with the novelty and complexity of the issues, as well as the skill of the opposing counsel. Litigation of this action required counsel highly trained in class action law and procedure as well as the specialized issues presented here.”). This factor strongly counsels in favor of the requested attorneys’ fees and costs here.⁶

E. Application for Service Award

As noted above, a \$5,000.00 Service Award is sought for Plaintiff Dana Bass as Class Representative. While the Settlement provides for a modest Service Award to Ms. Bass to compensate her for filing the Action and the time she dedicated to the prosecution of this Action for the benefit of the Class, courts recognize that such contribution awards are appropriate and do not grant preferential treatment. *See Johnson*, 2013 U.S. Dist. LEXIS 74201, at *14 (recognizing appropriateness of incentive awards). And the proposed \$5,000.00 Service Award falls well within the range of awards approved by numerous courts, including courts in this Circuit. *See Liberte Capital Grp. v. Capwill*, No. 5:99-cv-818, 2007 WL 2492461, at *1 (N.D. Ohio Aug. 29, 2007) (“Incentive awards, where appropriate, generally range from a few thousand dollars to \$85,000.00”) (collecting cases); *see also Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (approving a \$25,000 incentive award); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 973 (E.D. Tex. 2000) (approving incentive awards of \$25,000 to each of two named plaintiffs); *In re Catfish Antitrust Litig.*, 939 F. Supp. 493, 504 (N.D. Miss. 1996) (approving incentive awards of \$10,000.00 to each of the four named plaintiffs). The \$5,000.00 service award is appropriate here in light of the efforts made by Plaintiff Bass to protect the interests of the

⁶ The remaining factors—the nature and length of the relationship with the client, the time constraints imposed, and the preclusion of other employment—are either neutral or favor approval. At this time, Class Counsel do not press those issues, as the other issues so clearly support approving the requested amount in attorneys’ fees and costs.

Settlement Class, the time and effort she expended pursuing these matters, as well as the substantial benefit recovered for the Class. Plaintiff regularly communicated with Class Counsel, reviewed documents, assisted and participated in settlement negotiations, and generally acted in a fashion that was consistent with a class representative of the highest ethical standards. Normand Decl. at ¶ 17. A Service Award is warranted here given Plaintiff was essential to Class Counsel's ability to prepare and bring this case and, at \$5,000.00, is at the low end of Service Awards that have been held reasonable by Fifth Circuit district courts and other courts throughout the country.

Thus, Class Counsel respectfully requests that this Court grant the Service Award to the Plaintiff.

CONCLUSION

Plaintiff respectfully requests the Court approve the requested amounts in attorneys' fees and costs and for the Service Award, and enter an order of final approval including the content of the proposed Order which will be submitted with Plaintiff's Motion for Final Approval, including, as relevant here:

1. Approving Defendant's agreement to pay and directing payment of attorneys' fees and costs of \$795,000.00, in accordance and under the terms of the Agreement;
2. Approving Defendant's agreement to pay and directing payment of the Service Award of \$5,000.00 to the Named Plaintiff.

Dated: October 25, 2024

Respectfully submitted,

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on this first day of October 25, 2024, I electronically filed a true and exact copy of the foregoing document with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all attorneys of record.

S/Soren E. Gisleson

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DANA BASS,

Plaintiff,

vs.

IMPERIAL FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

CASE NO: 1:22-cv-00550

DECLARATION OF EDMUND A. NORMAND

1. My name is Edmund A. Normand. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge.

2. I am a partner in the law firm Normand PLLC and am one of counsel of record representing Plaintiff in the above-styled lawsuit.

3. This is a class action lawsuit on behalf of Imperial Fire and Casualty (“Imperial”) Louisiana insureds who submitted covered first party auto total loss claims with dates of loss during the class period. Petition For Damages, Penalties, Attorney Fees, And Expenses, at ¶¶ 1-4, 59-60, 83-86. All Settlement Class Members¹ were insured under form auto insurance policies with identical material terms. *Id.* at ¶ 6.

4. Discovery has revealed that approximately 5,132 class members submitted first party total loss claims during the class period and were not paid sales tax and/or regulatory fees associated with the titling or registration of a vehicle in Louisiana, which Plaintiff contends were

¹ Capitalized terms herein shall have the definition provided for them in the Agreement.

due under their Imperial Policy (“Purchasing Fees”). Petition For Damages, Penalties, Attorney Fees, And Expenses, at ¶¶ 37-44.

5. Titling a vehicle requires payment of \$68.50, *id.* at ¶ 42; La. R.S. § 32:728, or payment of the Title Transfer Handling Fee of \$8.00. Petition at ¶ 40; La. R.S. § 32:412.1 (A)(3)(b). Registration fees include a minimum registration/plate transfer fee of \$3.00. La. R.S. § 47:509 (B)(3). In addition, there is a fee for Automobile license plates based upon the selling price of the vehicle. The current rate is .1% of the value of the vehicle per year, with a minimum base of \$10,000. The license plates are sold in two-year increments, therefore the minimum price is \$20.00 per total loss vehicle.

6. In Louisiana, sales tax is imposed on every vehicle transaction. La. R.S. §§ 47:301-37:318. Sales tax calculated as a percentage of the purchase price is owed even if the car is to be leased—and invariably, such tax is passed to the lessee. *Id.*

7. The total amount of benefits that Imperial has agreed to make available for the Settlement Classes is approximately \$3,740,706.00. Agreement, ¶¶ 68-69.

8. The procedural background recounted in the Motion for Preliminary Approval is true and correct. The case was complicated by the inclusion of a contractual policy provision attempting to limit the statute of limitations for claims under the policy to one year. Plaintiff contested the validity of the limitation under a case of first impression with this particular limitation language. As part of the compromise the statute of limitations has been extended beyond the limitations of the contract but also less than the general contract statute of limitations. Significantly, if anyone has a claim outside of the class period in this settlement, they are not a part of the class and they are free to bring an action themselves.

9. The Agreement was reached pursuant to arms-length negotiations without collusion. Specifically, the Parties participated in mediation before an experienced mediator before the Agreement was reached. The negotiation process was rigorous and highly contested by sophisticated counsel, and conducted under the supervision of a neutral mediator, Mike Ungar. Further, there are no side agreements not reflected in the Agreement.

10. The Agreement provides for payment of sales tax at the applicable local rate based on the vehicle's garage location on the date of loss or the average sales tax rate for the state (100% of applicable state sales tax sought) to Plaintiff and all class members who submit a claim, as well as all applicable transfer fees (i.e., title, handling, plate) less any prior payments for sales tax and transfer fees (100% of transfer fees sought). Agreement at ¶ 66.

11. In this action, Plaintiff sought to recover Sales Tax and Regulatory Fees under an unsettled legal theory with inconsistent authority. Numerous courts have held that sales tax and title and registration fees are not part of a totaled vehicle's ACV, including the Fifth Circuit and multiple Louisiana state intermediate appellate courts. *See, e.g., Singleton v. Elephant Ins. Co.*, 953 F.3d 334 (5th Cir. 2020); *Pieczonka v. Progressive Select Ins. Co.*, 840 F. App'x 856 (6th Cir. 2021); *Thompson v. Progressive Universal Ins. Co.*, 420 F. Supp. 3d 867 (W.D. Wis. 2019); *State Farm Mut. Auto. Ins. Co. v. Berthelot*, 98-1011 (La. 4/13/99), 732 So. 2d 1230, 1235; *Clark v. Clarendon Ins. Co.*, 2002-1314 (La. App. 3d Cir. 3/26/03), 841 So. 2d 1039. The Agreement resolves these issues in favor of the Settlement Class.

12. This was a highly contested lawsuit relating to a controversial legal theory that to my knowledge is without precedent in the State of Louisiana, except that the Fifth Circuit rejected similar claims in *Singleton*, albeit under different policy language.

13. The proposed Agreement provides that Class Counsel may apply for, and Imperial will not oppose, attorneys' fees and costs not to exceed \$795,000.00 (21% of the Cash Settlement Benefits). Agreement at ¶ 82.

14. The total amount of attorneys' fee expended by class counsel for this case is \$343,614.50. There are expected to be an estimated 50-100 additional hours to the end of the claims payment period and the closing down of the website, class administration and return of discovery materials. I have been class counsel in over 40 cases that have resolved on this exact issue of underpayment of ACV in total loss cases. Most cases require significant additional lawyer time in assisting class members with questions about the process and providing help in making a claim.

15. The total costs expended in the pursuit of litigating this case are \$4,961.73. There are expected to be additional costs incurred including travel to the Final Approval Hearing.

16. Notably, Plaintiff and Class Counsel have expended significant costs—including retaining and paying experts, copying costs, discovery costs, soft costs, and so forth, and have expended hundreds of hours of time, including reviewing thousands of lines of data in the extensive spreadsheet data, reviewing voluminous documents, litigating multiple motions, briefing Plaintiff's Motion for Preliminary Approval, and conducting oral argument. Moreover, this litigation has included numerous complicated issues relating to the merits, preliminary approval of the Settlement Class, and novel issues of Louisiana law, including whether LSA-R.S. 22:1892B(5)(a) creates a statutory requirement for Imperial to include the Purchasing Fees when adjusting total loss claims.

17. There is no conflict of interest between the named Plaintiff and the members of the Settlement Class. To the contrary, their interests are perfectly aligned, as this Court found in granting Preliminary Approval. Dkt. 38 at ¶ 4.

18. Plaintiff has been an active participant throughout this litigation, including by: (a) gathering and providing documents to counsel to be produced to Imperial, (b) engaging in the pre-suit investigation process by submitting documents and policies to counsel to review, speaking in person and/or over phone or email to discuss various questions counsel had, (c) conferring with class counsel throughout the litigation, and (d) seeking to understand what “class actions” are and what it means to be a fiduciary and a class representative. Plaintiff is further committed to representing the Settlement Class and ensuring their interests are protected to the best of her ability. Plaintiff was insured under an Imperial policy, and suffered damages due to Imperial’s failure to pay Sales Tax and/or Regulatory Fees attendant to the replacement of a totaled vehicle.

19. In entering into the Agreement, Plaintiff manifested her belief that the Agreement reached is beneficial to the Settlement Class.

20. Moreover, class counsel is experienced in litigating class actions and complex litigation, including successfully litigating a class action with similar issues. Plaintiff and Class Counsel have adequately protected the interests of the Settlement Class.

21. The average Sales Tax and/or Regulatory Fees for each class member is a relatively small amount when compared to the cost of litigating a breach of contract case against a large insurance company.

22. Plaintiff’s counsel gained sufficient information about the strengths and weaknesses of the Plaintiff’s case to make a reasoned judgment about the desirability of settling the cases on the terms set forth in the Agreement. This included propounding substantial written

discovery, reviewing thousands of pages of production documents, retaining experts and preparing expert reports concerning the entitlement to and computation of class damages, and reviewing voluminous claims data produced by Imperial in discovery.

23. Through these efforts, Plaintiff has gained a complete understanding of all issues in this litigation. Also Class Counsel has collectively litigated numerous substantively identical claims against Imperial in Florida, Indiana, Ohio, California, New Jersey, and Georgia—including six cases in which class certification was granted and five cases that were litigated through summary judgment—and have, through those cases, obtained comprehensive knowledge of common procedures, practices, data systems, and data retention policies, which have significantly assisted us in assessing the pro and cons of the claims and the likelihood of success.

24. I, along with the rest of Class Counsel, believe that securing 100% of the total possible Sales Tax damages and 100% of the total possible Regulatory Fees damages is an excellent result for the Settlement Class, particularly given the robust Notice and simple claims process agreed to, and separately paid by Defendants, and given the inherent risk of no recovery at all.

25. Imperial asserted and confirmed it would not settle the cases absent the claims made structure.

26. My opinion and that of Class Counsel is that the claims-made structure of the Settlement is supported by the following: (1) Imperial asserted that they would not settle absent a claims-made structure, and Plaintiff secured significantly advantageous relief, robust notice, an extremely simple claims process, and a narrow release; (2) settling on a non-claims made structure would be difficult, timely, and require significant costs which likely would have meant a lesser recovery for each individual Class Member; (3) the Notice—direct, individualized Notice to every

class member at least twice (three times for class members for whom Defendants have email addresses)—is extremely robust, while the claims’ submission process (which includes pre-filled information, prepaid postage return forms, an electronic submission option, and requires mere attestation) is extremely simple.

27. Because Notice is robust and the claims process is simple, class members will be afforded every opportunity to submit a claim and receive full payment of damages. Absent the robust notice, Class Counsel’s opinion may be different. Absent the extremely simple claims process—signing a pre-filled, postage-prepaid claim form and dropping it in the mail or clicking a button on a website—Class Counsel’s opinion may be different. But here, it is extremely likely that nearly every Class member will actually and physically receive and see the Notice, and see that submitting a claim will take a minute or two and absolutely no cost.

28. Attorneys’ fees and costs were negotiated after resolution of the class damages.

29. I have extensive experience successfully litigating class actions, including cases very similar to the present case.

30. I and other Class Counsel have been involved in similar class action settlement structures involving essentially the same claim, including against USAA in Ohio in a settlement recently approved in the Southern District of Ohio, and against Imperial in virtually identical claims litigated in the Southern District of Ohio, the Southern District of Florida, the Northern District of California, and the Middle District of Florida. As a part of those settlement processes, we have communicated not only with the named Plaintiff in the various cases, but numerous class members both before and after settlement in those cases where settlement was reached. *Every single class member* with whom we interacted affirmed that they believed choosing to settle under this structure, rather than risking continuing litigation and rather than accepting a direct-pay model

for significantly less damages per class member (if that option were even available, which, here, it was not), would be the right choice and in their best interests.

31. Between them, counsel for the Plaintiff have extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and hundreds of trials in numerous contexts, as well as experience litigating all over the State of Louisiana. *See* Dkt. No. 37-2, Ex(s) 1-3; *see also* Exhibits 1 and 2 hereto.

32. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Further the declarant sayeth naught.

Dated: October 25, 2024

/s/ Ed Normand

Edmund A. Normand, Esq.

Attorney for Plaintiff and Settlement Class

EDELSBERG **LAW**

MIAMI

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Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

THE EDELSBERG LAW PROMISE

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

OUR MISSION

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

SETTLEMENTS

Defranks V. Nastygal Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WI 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020), Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casulaty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlementfor \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automative Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).

SCOTT EDELSBERG

PARTNER

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Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have led to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action



ADAM SCHWARTZBAUM

PARTNER

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Adam Schwartzbaum is a Partner at Edelsberg Law in Miami, Florida, where he plays a leading role representing individuals in class action litigation across the country. Adam has a wealth of experience representing both plaintiffs and defendants in state and federal court and at the trial and appellate levels. Adam's passion for using the law to better the lives of ordinary people makes him a fierce advocate for his clients and a champion for justice. Further, Adam has helped recover over \$1.6 billion for his clients over the course of his legal career.

Adam was previously a partner at The Moskowitz Law Firm, where he worked on some of the country's largest class actions and multi-district litigation cases. Adam directly represented many survivors of the Champlain Towers South Condominium Collapse Litigation in the firm's role as lead counsel for the economic loss victims and helped achieve a historic \$1.1 billion settlement. Adam also worked directly with Co-Lead Counsel to help organize and run two federal multi-district litigations: the FieldTurf Artificial Turf Marketing and Sales Practices Litigation, and the Erie COVID-19 Business Interruption Insurance Protection Litigation. Other representative matters include the Transamerica and Lincoln cost of insurance litigation; the COVID-19 student fee cases against Florida public schools, including appeals in all of Florida's District Courts of Appeal; several Ponzi scheme cases on behalf of investors against both principals and aiders and abettors; suits challenging illegal and deceptive and unfair business practices in the insurance industry; and a certified issue class concerning the Fort Lauderdale Water Main Break against Florida Power & Light and several of its subcontractors that was affirmed on appeal and resulted in a trial victory for the certified class. Adam also chaired the firm's busy appellate practice, utilizing his twelve years of appellate experience to lead over a dozen appeals in the Florida District Courts of Appeal and the federal Circuit Courts of Appeal. For example, Adam helped lead a team of lawyers to brief and argue *Cherry v. Dometic*, 986 F.3d 1296 (11th Cir. 2021), an appeal that resulted in an opinion clarifying and revising the "ascertainability" standard to the benefit of class action plaintiffs across the country.

Adam began his legal career with a defense-oriented practice split between appellate and trial level advocacy. At Weiss Serota Helfman Cole & Bierman, Adam represented many local governments, as well as businesses and individuals, in both state and federal court, in a variety of commercial disputes and lawsuits involving complex constitutional and statutory issues. Prior to that, Adam practiced complex commercial litigation at White & Case.

Adam was raised in the Cuban-Jewish community in Miami Beach. He attended Brandeis University as a Justice Brandeis Scholar where he earned a Bachelor of Arts with highest honors and graduated summa cum laude and Phi Beta Kappa. Adam performed a year of national service in Washington, D.C. with City Year before attending the University of Pennsylvania Law School as a Levy Scholar. Adam was a Senior Editor of the University of Pennsylvania Law Review (which published his scholarship) and a member of the Penn Moot Court Board. Adam was President of the Penn Law student chapter of the American Constitution Society and was honored for his outstanding contributions to pro bono work on behalf of workers and children in Philadelphia.

Since 2015, Adam has served on the Board of Directors of Nu Deco Ensemble, Miami's 21st Century chamber orchestra, and is currently the corporate Secretary. Adam is the founder and Team Captain for Jewish Community Service's Miami Marathon and Half Marathon Team Blue Card, which since 2013 has raised over half a million dollars to support indigent Holocaust Survivors. Adam also sits on the Board of Directors of Temple Menorah in Miami Beach.



EDUCATION

Brandeis University, B.A., 2007

University of Pennsylvania Law School,
2011

BAR ADMISSIONS

Florida Bar

Southern District of Florida

Middle District of Florida

Eleventh Circuit Court of Appeals

Third Circuit Court of Appeals

AWARDS & RECOGNITION

Rising Star, Super Lawyer Magazine,
2018, 2019, 2020, 2021, 2022, 2023

Miami Dade County Bar Association
"40 Under 40" Award (2023)

Palm Beach Media Group
Top Lawyers, 2023

PRIMARY PRACTICE

Class Action

GABRIEL MANDLER

SENIOR ASSOCIATE

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Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
University of Florida, B.A.

RACHEL DAPEER

OF COUNSEL

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Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP., where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

University of North Carolina,
B.S., B.A. - 2007





Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern, Southern, Central Districts of Illinois, Northern, Middle, and Southern Districts of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern and Southern Districts of Ohio, Eastern and Western Districts of Missouri, Eastern, Western, and Northern Districts of Oklahoma, Northern, Western, Eastern, and Southern Districts of Texas, Southern District of Indiana, U.S. District Court of Colorado, U.S. District Court of Connecticut, U.S. District Court of Arizona, and the U.S. District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Mass Arbitration, Personal Injury, Wrongful Death, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Garrett Berg is a partner at Shamis & Gentile, P.A. and leads the firms' Data Privacy department. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (\$6,500,000.00 Class Settlement)
- *Arevalo, et. al. v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (\$5,756,500.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (Fla. 9th Cir. Ct.) (\$2,450,000.00 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct.) (\$6,000,000.00 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000.00 Class Settlement)
- *McPheeters v. United Services Automobile Association and Garrison Property and Casualty Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company et al.*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083.00 Class Settlement)

- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et. al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South, et. al. v. Progressive Select Insurance Company, et. al.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.