EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-62108-CMA

DANIEL GERSTENHABER,
individually and on behalf of all
others similarly situated,   **CLASS ACTION**

       Plaintiff,   **JURY TRIAL DEMANDED**

v.

GALLERIA FITNESS CLUB, LLC
d/b/a POWERHOUSE GYM FORT
LAUDERDALE,

       Defendant.
_____/

DECLARATION IN SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS SETTLEMENT AND APPLICATION
FOR SERVICE AWARD, ATTORNEYS' FEES AND COSTS

Manuel S. Hiraldo declares as follows:

1.   I am one of the attorneys designated as Class Counsel for Plaintiff under the Settlement Agreement and Release ("Settlement" or "Agreement") entered into with Defendants. I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Settlement and Application for Service Award, Attorneys' Fees and Costs. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

2.   The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement, Class Counsel's Attorneys' Fee application and request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement

3.   Plaintiff and the Settlement Class were represented by experienced counsel throughout the negotiations. Class Counsel and Defendants engaged in settlement negotiations following the deposition of the corporate representative of Defendant Galleria Fitness Club, LLC

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d/b/a Powerhouse Gym Fort Lauderdale ("Galleria Fitness"). All negotiations were arm's-length and exhaustive.

4.   Class Counsel negotiated the Settlement with the benefit of targeted discovery, the deposition of the corporate representative of Galleria Fitness and motion practice.

5.   As such, Class Counsel's analysis and understanding of the legal obstacles positioned them to evaluate with the strengths and weaknesses of Plaintiff's claims and Defendants' defenses, as well as the range and amount of damages that were potentially recoverable if the Action proceeded to judgment on a class-wide basis.

6.   Class Counsel believes that Plaintiff had a strong case against Defendants.

7.   Apart from the risks, continued litigation would have involved substantial delay and expense, which further counsels in favor of Final Approval. The uncertainties and delays from this process would have been significant.

8.   Class Counsel were well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them.

9.   This Settlement provides a fair and reasonable recovery to Settlement Class members when considering Defendants' defenses, as well as the challenging, unpredictable path of litigation that Plaintiff would otherwise have continued to face in the trial and appellate courts.

10.   Class Counsel strongly endorse the Settlement.

11.   There has been no opposition to the Settlement, as not a single objection has been filed to date.

12.   Plaintiff provided assistance that enabled Class Counsel to successfully prosecute the Action including submitting to interviews with Class Counsel, reviewing all material filings, including approving the Agreement, and locating and forwarding responsive documents and information to Defendants' formal discovery requests.

13.   Pursuant to the Agreement and the Notices, and consistent with recognized class action practice and procedure, Class Counsel respectfully request an award of attorneys' fees equal to 23.33% of the Settlement Fund.

14.   Prosecuting and settling these claims demanded considerable time and labor, making this fee request reasonable.

15.   Class Counsel devoted substantial time to investigating the claims against Defendants.

16.   Class Counsel also expended resources researching and developing the legal claims at issue.

17.   Time and resources were also dedicated to conducting formal party discovery, motion practice, and the deposition of Galleria Fitness' corporate representative.

18.   Settlement negotiations consumed further time and resources.

19.   All told, Class Counsel's coordinated work paid dividends for the Settlement Class. Each of the above-described efforts was essential to achieving the Settlement before the Court.

20.   Throughout the litigation, Defendants were represented by capable counsel. Counsel was a worthy, highly competent adversary.

21.   Rather than facing the uncertainty of trial, each Settlement Class Member is entitled to claim a cash benefit of up to $30.00 per text message.

22.   The Settlement is particularly noteworthy given the combined litigation risks.

23.   Prosecuting the Action was risky from the outset.

24.   The Settlement is an extremely fair and reasonable recovery for the Settlement Class in light of Defendants' defenses, and the challenging and unpredictable path of litigation Plaintiff and the certified class would have faced absent the Settlement.

25.   In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment.

26.   Public policy concerns – in particular, ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims – support the requested fee.

27.   The progress of the Action to date shows the inherent risk faced by Class Counsel in accepting and prosecuting the Action on a contingency fee basis. Despite Class Counsel's effort in litigating this Action, Class Counsel remain completely uncompensated for the time invested in the Action, in addition to the expenses we advanced.

28.   Counsel's requested fee of 23.33% of the Settlement Fund, is well within the range of fees typically awarded in similar cases.

* * *

I declare under penalty of perjury of the laws of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida, on May 24, 2019.

/s/ Manuel S. Hiraldo
Manuel S. Hiraldo