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Dena M. Adams, Clerk  
White County, Georgia

**IN THE SUPERIOR COURT OF WHITE COUNTY  
STATE OF GEORGIA**

**ANN JONES, individually** )  
**and on behalf of a class of** )  
**similarly situated persons as defined** )  
**herein,** )  
 )  
**Plaintiff,** )  
 )  
**v.** )  
 )  
**AUTO-OWNERS INSURANCE** )  
**COMPANY; OWNERS INSURANCE** )  
**COMPANY; HOME-OWNERS** )  
**INSURANCE COMPANY** )  
 )  
**Defendants.** )

**CASE NO.: SUCV2022000324**

**PLAINTIFF'S UNOPPOSED MOTION FOR AN AWARD OF  
ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES,  
AND CLASS REPRESENTATIVE SERVICE AWARDS**

**I. INTRODUCTION**

Plaintiff respectfully moves this Court to enter an order approving an award of attorneys' fees, reimbursement of litigation expenses, and Class Representative service award as contemplated by the Settlement Agreement reached between the Parties and previously given preliminary approval by this Court. As demonstrated herein and in the supporting Affidavit of R. Brent Irby, the requested fee and expense awards are fair and reasonable when considering the factors set forth in *Camden I Condo. Assn. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991), and considering the risk that Class Counsel undertook and the results obtained for the Settlement Class. Further, the percentage requested for the fee and expense award is wholly consistent with percentages endorsed and allowed by other Georgia state and federal courts hearing class action

litigation. Finally, the Class Representative service award is reasonable given the commitment and efforts of the Class Representative to this litigation.

In accordance with the Settlement Agreement, Class Counsel request, and Defendants do not oppose, an award of attorneys' fees and reimbursement of litigation expenses of \$650,000, to be paid separately and in addition to the class benefits so as not to reduce any settlement recovery to Class Members. Here, Class Counsel seek this award pursuant to the "percentage of the fund" method, which is consistently applied by state and federal courts in Georgia in class action settlements. Based upon Class Counsel's review and analysis of confidential information provided regarding the number of Class Members and the range and average of damages incurred by Class Members, it is estimated that the value of the class settlement to Class Members exceeds \$2.2 million.<sup>1</sup> Thus, the requested attorneys' fees and cost award is less than 30% of the value of the class settlement to Class Members, which is fair, reasonable, and entirely consistent with similar awards granted by Georgia state and federal courts hearing class action litigation.

For the reasons stated herein, Class Counsel respectfully requests the Court to approve their Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award, the amounts of which are routinely authorized in class actions as fair, reasonable, and supported by established class action jurisprudence. In support of this motion, Plaintiff is filing herewith the Affidavit of R. Brent Irby ("Irby Aff'd.").

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<sup>1</sup> This figure is inclusive of the attorneys' fees and costs, as well as the cost of settlement administration and class notice, all of which are being paid separately by Defendants and in addition to the class relief. *See, generally*, case authority cited at p. 9 and 10 herein.

## II. BACKGROUND

Plaintiff's case is a Georgia-only class action alleging that the Defendants failed to properly pay mandated ad valorem taxes on vehicles that are declared a total loss. Plaintiff alleges that Georgia law (namely, Ga. Comp. R. & Regs. 120-2-52-.06), requires insurance companies paying "Actual Cash Value" on total loss claims to also pay all applicable taxes, license fees, and other fees. The taxes that must be paid include Georgia's title ad valorem tax, referred to as "TAVT." Plaintiff contends that, since at least January 1, 2000 through August 2022, Defendants underpaid TAVT owed to its insureds on total loss claims. Plaintiff contends that Defendants' practice in this regard violates governing Georgia law and the applicable insurance policy. Defendants have denied and continues to deny these claims.

Prior to filing Plaintiff's action, Class Counsel thoroughly investigated the facts and claims, including legal research regarding the state law claims, regulatory TAVT application, remedies, and class certification. (Irby Aff'd., ¶5).

Earlier this year, counsel for the Parties began discussing the possibility of exploring settlement. These discussions were prompted by the Parties' desire to avoid the expense, uncertainties, and burden of protracted litigation. To facilitate those discussions, Defendants provided Class Counsel with relevant information regarding the payment of TVAT for its insureds during the class period and the scope of the Class and its membership, including a sampling of class member total loss claims and payments. After analysis of this information and several discussions, counsel for the Parties began to have preliminary talks about mediation. (Irby Aff'd., ¶6).

The Parties ultimately elected to schedule a mediation and chose Greg Parent of Miles Mediation and Arbitration as the mediator. Mr. Parent is a highly skilled and well-respected

mediator in the Atlanta area. On May 23, 2023, the Parties and their counsel conducted a full-day mediation with the input, assistance, and oversight of Mr. Parent. At all times, the negotiations were arms-length, adversarial, and free of collusion. Throughout the mediation, the Parties exchanged numerous offers and counter-offers, and negotiated the points of each vigorously. Further, the Defendants provided additional information relative to the allegations and defenses. It was only after the Parties reached an agreement on the substantive relief to the Class that they turned to any discussion of attorneys' fees and class representative service awards. All negotiations were conducted at arms-length and with the assistance of Mr. Parent. (*Id.*, ¶7).

After a full day of mediation, the Parties reached an agreement on the material terms of a class settlement that would resolve this matter. (*Id.*, ¶8).

On August 7, 2023, the Parties filed with the Court a Notice of Settlement and Joint Motion to Stay Deadlines, proposing the next steps to be carried out in the Settlement process.

Following mediation, the Parties began memorializing, negotiating, and finalizing the details of the Settlement Agreement and its exhibits. Counsel for the Parties worked with one another in drafting, editing, and finalizing the full Settlement Agreement and its exhibits. Several conferences and exchange of drafts occurred between counsel before the full Settlement Agreement was finalized. (*Id.*, ¶10).

On September 18, 2023, the Parties executed the final Settlement Agreement. The Parties only reached settlement after engaging in a significant exchange of information and arms-length negotiations, including a full-day mediation with mediator Greg Parent. Plaintiff's objectives in filing the Action were to remedy the alleged underpayment of TAVT tax and thus providing significant benefits for the Settlement Class Members in light of the substantial risks the Parties would face if the Action progressed. Class Counsel believe the Settlement confers substantial

benefits upon the Settlement Class Members. Class Counsel have evaluated the Settlement and believe it is fair, reasonable, and adequate to resolve Plaintiff's grievances and is in the best interest of the Settlement Class. (*Id.*, ¶11).

Class Counsel prepared Plaintiff's Unopposed Motion for Preliminary Approval and Conditional Class Certification, which was heard by the Court at the Preliminary Approval Hearing conducted on September 28, 2023. Following preliminary approval by the Court, Class Counsel worked closely with the Settlement Administrator and defense counsel through several conference calls and email exchanges to ensure that all class notices and forms were accurate and finalized. Class Counsel also worked closely with the Settlement Administrator and defense counsel to ensure that the Settlement website and hotline were accurate and functioning properly prior to the Settlement's Notice Date. (Irby Aff'd., ¶12).

Since entry of the Preliminary Approval Order, Class Counsel have regularly monitored Settlement administration and responded to Class Member inquiries, which Class Counsel will continue to do throughout the Settlement process. Further, if final approval is granted, Class Counsel will continue to work to ensure that the cash benefits are properly administered to Class Members. (Irby Aff'd., ¶14).

### **III. THE SETTLEMENT**

The Settlement Agreement previously preliminarily approved by the Court defines the Settlement Class, describes the Parties' agreed-upon Settlement relief, and proposes a plan for disseminating notice to the Settlement Class members.

#### **A. Certification of the Settlement Class**

Under the Settlement Agreement, the Parties agree to the certification of a Georgia Settlement Class defined as follows:

**All Georgia citizens residing in the State of Georgia who were: (1) insured under an auto policy issued by Defendants, (2) submitted a claim to Defendants that was accepted and paid by Defendants as a total loss from January 1, 2020 through August 2, 2022, and (3) did not or potentially did not receive a payment of at least 6.6% of the agreed-upon actual cash value of the loss vehicle as the title ad valorem tax on that claim.**

Agr. ¶I(27). Excluded from the Settlement Class are: (a) the Released Parties; (b) all Persons who file a timely and valid Opt-Out; (c) Plaintiff’ counsel and Defendants’ counsel; (d) federal, state and local governments; and (e) the judicial staff and courtroom staff overseeing the Action. *Id.*

**B. Relief for the Members of the Settlement Class**

The Settlement Agreement negotiated on behalf of Plaintiff and the Settlement Class provides for significant monetary relief and prospective relief.

*1. Monetary Relief*

With respect to monetary relief, the Settlement Agreement provides that Defendants will pay 100% of the Georgia title ad valorem tax (“TAVT”) owed to the Settlement Class Member calculated by determining 6.6% of the Actual Cash Value of the total loss vehicle paid by Defendants when settling the Settlement Class Member’s total loss claim. To the extent a Settlement Class Member was paid some portion of the TAVT on the total loss claim that did not equate to 6.6% of the Actual Cash Value of the total loss vehicle paid by Defendants, Defendants shall pay the Settlement Class Member the difference, if any, between the TAVT previously paid on the claim and the TAVT calculated in the manner described herein. Each Settlement Class Member’s individual claim will be capped at \$450.00 regardless of the amount of TAVT previously paid or due to the Settlement Class Member. Agr. ¶V(2). Defendants will

pay valid claims, notice and settlement administration costs, attorneys' fees and expenses, and any class representative service award approved by the Court.

## *2. Prospective Relief*

Defendants have and shall continue to base the TVAT on the Actual Cash Value of Plaintiff's total loss vehicle, unless and until Georgia Law changes as to this payment.

### **C. Service Award and Attorneys' Fees and Expenses**

Defendants have agreed not to oppose an application for payment of a Class Representative Service Award of up to \$10,000 to the Class Representative to compensate her for the actions she took in her capacity as the class representative. *Id.* at ¶IX(1). The Service Award is in addition to the Monetary Relief above. *Id.*

Defendants have also agreed not to oppose an Attorneys' Fees and Costs/Expenses award of up to \$650,000 in addition to the class administrator's fees, service award, etc. *Id.* at ¶ VIII(2). As discussed herein, this amount constitutes fair and reasonable compensation for Class Counsel's work on the Action.

### **D. Settlement Notice and Administration**

Defendants have retained and will compensate Atticus Administration, LLC to disseminate class notice and administer claims and the settlement. Defendants will pay for these class settlement services separately and in addition to settlement benefits to class members. The Court previously approved Atticus as the Settlement Administrator.

## **III. ARGUMENT**

For the reasons outlined herein and in the supporting Affidavit of R. Brent Irby, Plaintiff respectfully request that the Court grant the requested award for attorneys' fees, expenses, and Class Representative service award.

**A. The Attorneys' Fee and Expense Award Requested Is Reasonable and Should Be Granted.**

In Georgia, an award of fees to class counsel is to be based on the “percentage of the fund” method after consideration of the Eleventh Circuit’s *Camden I* factors. *Friedrich v. Fidelity Nat. Bank*, 247 Ga. App. 704, 707 (2001); *see also Teachers Retirement System of Georgia v. Plymel*, 296 Ga. App. 839, 846 (2009).

In *Camden I*, the Eleventh Circuit provided a set of factors that the Court may use to determine a reasonable percentage to award as an attorneys’ fee to class counsel: (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the experience, reputations, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the clients; and (12) awards in similar cases. 946 F.2d at 772 n.3 (citing factors in *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)). The Court may also consider the time required to reach a settlement, whether there are any substantial objections to the settlement terms or requested fees, any non-monetary benefits to the class, and the economics of prosecuting a class action. *Id.* at 775. These *Camden I* considerations, discussed more below, support approval of the requested fee.

Further, in *Camden I*, the Eleventh Circuit mandated that “the percentage of the fund approach [as opposed to the lodestar approach] is the better reasoned in a common fund case. Henceforth in this Circuit, attorneys’ fees awarded from a common fund **shall be** based upon a



reasonable percentage of the fund established for the benefit of the class.” *Camden I*, 946 F.2d at 774 (emphasis added); see also *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1280 (11th Cir. 2021) (confirming *Camden I* is binding law in this circuit); *In re Takata Airbag Products Liability Litigation*, No. 14-CV-24009, 2022 WL 1669038, at \*8 (S.D. Fla. Apr. 4, 2022) (“Eleventh Circuit precedent...uniformly applies the *Camden I* percentage-of-the-fund method to class settlements resolving state-law claims”); *Janicijevic v. Classica Cruise Operator, Ltd.*, 20-CV-23223, 2021 WL 2012366, at \*7 (S.D. Fla. May 20, 2021) (“Under *Camden I*, courts in this Circuit regularly award fees based on a percentage of the recovery, without discussing lodestar at all.”) (citing among others, *David v. American Suzuki Motor Corp.*, No. 08–CV–22278, 2010 WL 1628362, at 7-8 (S.D. Fla. Apr. 15, 2010)).

The Court in *Camden I* also held that the calculation of attorneys’ fees in such cases should be based upon a reasonable percentage of the common fund, as opposed to the “lodestar” method. In fact, in the Eleventh Circuit, “[t]he lodestar approach should not [even] be imposed through the back door via a ‘cross-check.’” *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1362 (S.D. Fla. 2014).

This mandate holds true when, as here, a defendant pays the fees separate from the benefits provided class members. See *Carter v. Forjas Taurus S.A.*, No. 1:13-CV-24583-PAS, 2016 WL 3982489, at \*13 (S.D. Fla. July 22, 2016) (settlement with ascertainable benefits may be treated as a common fund to which a percentage fee may be awarded, even if the fee is separately paid by the defendant).

Moreover, in the Eleventh Circuit, the *Camden I* percentage-based approach is applied the same way to “claims-made settlements” like this one, because a “claims-made settlement is . . . the functional equivalent of a common fund settlement where the unclaimed funds revert to

the defendant; indeed, the two types of settlements are ‘fully synonymous.’” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 2940240, at \*18 (S.D. Fla. July 13, 2021) (quoting *Poertner v. Gillette Co.* 618 F. App’x 624, 628 n. 2 (11th Cir. 2015) (citation omitted).

And the value of benefits to be considered in the attorney’s fee analysis should include the amount of attorney’s fees and expenses agreed in the settlement as well as the expense of prosecuting the action and effectuating the settlement. *See Poertner*, 618 F. App’x at 628-29 (pointing out that class counsel’s fee award should also be based on consideration of “any non-monetary benefits conferred upon the class by the settlement,” such as injunctive relief, as well as “the economics involved in prosecuting a class action”) (citing *Camden I*); *Janicijevic*, 2021 WL 2012366, at \*9 (including fees and costs and settlement administration costs in percentage approval analysis); *David*, 2010 WL 1628362, at \*14 (treating claims-made settlement as constructive common fund upon which a percentage fee may be awarded that included value of credit toward purchase of new motorcycle or parts, extended warranty, and attorney’s fee award); *cf. Sawyer v. Intermex Wire Transfer, LLC*, 19-CV-22212, 2020 WL 5259094, at \*2 (S.D. Fla. Sept. 3, 2020) (“Courts typically allow counsel to recover their reasonable out-of-pocket expenses. Indeed, courts normally grant expense requests in common fund cases as a matter of course.”).

The *Camden I* factors will be discussed below.

#### *1. The Time and Labor Involved*

Class Counsel have expended substantial time and resources to investigate, litigate, and ultimately resolve this litigation on a class-wide basis. (Irby Aff’d). As summarized in Class Counsel’s Affidavit, the work performed was necessary and the time spent justified, particularly given the complex nature of the claims and the abilities of defense counsel. The work and efforts of Class Counsel are detailed in the supporting Affidavit of R. Brent Irby. Class Counsel’s work

will continue beyond approval of the Settlement. Accordingly, the resources and labor devoted to this case amply demonstrate the reasonableness of the attorneys' fee request.

2. *The Novelty and Difficulty of the Issues and Potential Risks*

The second and tenth *Camden I* factors consider “the novelty and difficulty of the questions” presented by the case and the “undesirability” of the case. 946 F.2d at 772-773. These factors recognize that class counsel “should be appropriately compensated for accepting the challenge” of undertaking challenging cases, *id.*, and “must be evaluated from the standpoint of plaintiffs’ counsel as of the time they commenced the suit, not retroactively, with the benefit of hindsight.” *In re Checking Account Overdraft Litig.*, 2013 WL 11319392 at \*15 (S.D. Fla. Aug. 5, 2013).

Here, this case presented novel and uncertain factual and legal issues and hurdles that created enormous risks for Class Counsel. Obtaining and maintaining a certified class of consumer claims of this nature is difficult even on a single-state basis. Absent this Settlement, there are risks surrounding how a Georgia class of consumers could maintain certification and be afforded relief in a contested proceeding. Yet, Class Counsel were able to achieve a Class Settlement benefiting insureds across Georgia.

Further, Defendants have disputed liability of the underlying state law claims. Not only would Class Counsel face difficult legal hurdles surrounding class certification, but success on the underlying merits of the claims was by no measure guaranteed.

From the outset, Class Counsel faced difficult and challenging legal hurdles, and the resulting risk that Class Counsel undertook when they agreed to accept this case on a contingency basis strongly supports the requested fee award.

### 3. *The Skill and Experience to Perform the Legal Services Properly*

The Court should also consider “the skill and acumen required to successfully investigate, file, litigate, and settle a complicated class action lawsuit such as this one,” *David v. Am. Suzuki Motor Corp.*, No. 08-CV-22278, 2010 WL 1628362, at \*8 n.15 (S.D. Fla. Apr. 15, 2010), and “the experience, reputation and ability of the attorneys” involved. *Camden I*, 946 F.2d at 772 n.3. Proper case management and effective representation in any complex class action, especially one involving a state-wide class and large corporate defendant, require a high level of experience and skill. This case is no different, and as evidenced by the terms of the proposed Settlement, Class Counsel had the necessary experience and skill to negotiate a favorable Settlement, thereby bringing substantial benefits to the Settlement Class. (Irby Aff’d. ¶22).

“In evaluating the quality of the representation by Class Counsel, the Court should also consider the quality of opposing counsel.” *Lunsford v. Woodforest Nat’l Bank*, No. 2014 WL 12740375, \*13 (N.D. Ga. May 19, 2014). Here, Defendants are large insurance companies in this state and spared no expense to defend itself by hiring one of the nation’s leading law firms to represent it in this case. The fact that Class Counsel were able to bring this case to a swift and successful conclusion against capable opposing counsel further speaks to their skill and to the quality of representation they have provided to the Class.

### 4. *The Preclusion of Other Employment*

The fourth and seventh *Camden I* factors consider the “time limitations imposed by the client or the circumstances[,]” and whether other available business was foreclosed by “the fact that once the employment is undertaken the attorney is not free to use the time spent on the client’s behalf for other purposes.” 946 F.2d at 772. These factors recognize that “[p]riority work that delays the lawyer’s other work is entitled to some premium.” *Id.* These factors weigh in favor of

the requested fee award because during the time that this case has been litigated and the settlement consummated, Class Counsel have devoted substantial time, effort, and resources to this case to the exclusion of others. Each of the firms representing the Settlement Class are small and were required to forego other employment opportunities while working on this matter. (Irby Aff'd. ¶19). Accordingly, this factor weighs in favor of the fee request.

#### *5. The Customary and Contingent Nature of the Fee*

Consumer class actions like this case are typically handled on a contingent fee basis because virtually no individual possesses a sufficiently large stake in the litigation to justify paying attorneys an hourly rate. *Ressler v. Jackson*, 149 F.R.D. 651, 654 (M.D. Fla. 1992). Fees in such cases may often range from one-third to 40 percent of the recovery. The requested fee here is well within this range.

Here, Class Counsel undertook this case purely on a contingent basis. (Irby Aff'd. ¶19). Class Counsel assumed a significant risk that they would not be paid for their work. The substantial risk of nonpayment that Class Counsel assumed when they undertook this case on a contingent basis strongly supports their fee request.

#### *6. The Results Obtained*

“One of the primary determinants of the quality of the work performed is the result obtained.” *Ressler*, 149 F.R.D. at 655. Here, Class Counsel have achieved substantial and meaningful benefits for Class Members that directly address the objectives in pursuing this litigation. Class Members are entitled to cash relief to compensate them for any lost TAVT owed to them by virtue of an easy and consumer-friendly claims process. Additionally, the Settlement provides meaningful non-monetary benefits in that Defendants have and will continue to base TAVT on the Actual Cash Value of the insured's total loss vehicle (unless and until Georgia Law

changes as to this payment.). It is appropriate for the Court to consider *both* the monetary relief and the non-monetary relief provided under the Settlement that benefit each and every member of the Settlement Class. *See, e.g., Poertner v. Gillette Co.*, 618 Fed. Appx. 625, 628 (11th Cir. 2015); *see also, Faught v. American Home Shield Corp.*, 668 F. 3d. 1233, 1243 (11th Cir. 2011) (court could consider compensation for class counsel based upon non-monetary benefits, including changes to business practices).

The strong results obtained for the Class strongly support Class Counsel's fee request.

#### 7. *Fee Awards in Similar Cases*

As stated in the Introduction, Class Counsel seek an award of less than 30% of the value of the class settlement provided to Class Members to cover both their attorneys' fees and expenses incurred.

The requested percentage here is consistent with percentages that have been awarded by other Georgia state and federal courts hearing class action cases. *See, e.g., Teachers Retirement System of Georgia v. Plymel*, 296 Ga. App. 839 (2009) (affirming fee and expense award of 30% of the common fund over defendant's objection); *see also In re: Arby's Restaurant Group, Inc. Data Security Litigation* 2019 WL 2720818 (N.D. Ga. June 6, 2019) ("[a]wards of up to 33% of the common fund are not uncommon in the Eleventh Circuit, and especially in cases where Class Counsel assumed substantial risk by taking complex cases on a contingency basis."); *accord Lundsford v. Woodforest National Bank*, 2014 WL 12740375 (N.D. Ga. May 19, 2014) (approving award of one-third of the settlement fund and collecting other Georgia federal court cases awarding one-third); *Columbus Drywall & Insulation, Inc. v. Masco Corporation*, 2012 WL 12540344 at \*7 (N.D. Ga. Oct. 26, 2012) (same); *Wolff v. Cash 4 Titles*, 2012 WL 5290155, \*5 (S.D. Fla. Sept. 26 2012) (collecting cases), *adopted*, 2012 WL 5289628 (S.D. Fla. Oct. 25, 2012); *accord George v.*

*Academy Mortg. Corp.*, 369 F.Supp.3d 1356, 1382 (N.D. Ga. 2019) (collecting cases from the Northern District of Georgia and other districts within the Eleventh Circuit in which fees were awarded in the amount of one-third of the recovery); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1294-95 (11th Cir. 1999) (affirming a fee award of one-third of a \$40 million settlement plus expenses). *Morgan v. Public Storage*, 301 F.Supp. 3d 1237 (S.D. Fla 2016) (approving fee award of one-third of the settlement fund in a class action brought under Florida's Unfair and Deceptive Trade Practices Act).

A fee award of less than 30% is reasonable in this case in light of the result obtained for the Class and the risk that Class Counsel undertook to achieve that result.

*8. Other Factors Support the Requested Fee*

Additional *Camden I* factors support the requested fee and expense award. For example, public policy favors the requested fee award in a case of this nature. Ultimately, the public has an interest in compensating class counsel in consumer cases such as this, because recoveries in these cases are far too small if pursued on an individual basis, leaving only contingency-fee class actions as a mechanism to pursue viable claims and protect consumer rights. There is an important societal stake in rewarding such advocacy. *Columbus Drywall and Insulation, Inc.*, 2012 WL 12540344 at \*7 (“[C]ourts should award fees that provide capable attorneys with a suitable incentive to represent clients in this type of litigation and compensation for success in doing so.”); *see also Lunsford*, 2014 WL 12740375 at \*11.

Further, economic considerations support Class Counsel's fee request in this case. The economics of prosecuting a class action can be daunting. Just as was the case here, class counsel often times work for small law firms with limited resources, yet face off against large corporations and large firms with deep resources. Class Counsel have devoted substantial time and resources to

the prosecution of this case on a contingent basis. They have done so against a large corporation represented by skilled defense counsel. And although they may receive a fee for their success in this case, there are other consumer class action cases taken on by Class Counsel in which they recovered nothing. Again, these economic considerations support the fee request in this case.

Finally, the fact that Class Counsel were able to achieve substantial results in the most efficient manner possible without requiring protracted and extended litigation further supports the fee and expense award under the *Camden I* analysis. *See, e.g., McLendon v. PSC Recovery Systems, Inc.*, 2009 WL 10668635, at \*4 (N.D. Ga. June 2, 2009).

For these reasons, Class Counsel respectfully submit that the requested fee and expense award is reasonable in relation to the result achieved for Settlement Class Members and the efforts of Class Counsel. Further, the attorneys' fee and expense award requested is consistent with other fee and cost awards endorsed and approved by other Georgia state and federal courts hearing class action litigation. Accordingly, Class Counsel respectfully request that the Court approve the requested fee and expense award in accordance with the Parties' Settlement Agreement.

**B. The Requested Service Award for the Class Representative Is Reasonable Considering Her Efforts On Behalf Of The Class.**

The Settlement Agreement permits the Class Representative to apply for a service award of ten thousand dollars (\$10,000) to compensate and reward the Class Representative for her service in this case and efforts on behalf of the Class. As outlined in the Affidavit of R. Brent Irby, Class Counsel submit that such an award is appropriate in this case considering the Class Representative's service to the Class and the extent to which the Class will benefit from that service. Class Counsel respectfully submit that a class service award in the amount of \$10,000 is fair, reasonable, and appropriate in this case, and the amount is consistent with other service awards



that are typically granted by Georgia courts hearing class action cases.

#### **IV. CONCLUSION**

For the reasons set forth above, Plaintiff respectfully submits that her Unopposed Motion for An Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award should be granted.

Dated this 10th day of November, 2023.

Respectfully submitted,

/s/ Brent Irby

R. Brent Irby

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**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all parties of record with the foregoing **UNOPPOSED MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS** by statutory electronic service with electronically filing a certificate of discovery with the Clerk of Court through PeachCourt, which will automatically send an e-mail notification of such filing to the following attorneys, court, and/or parties of record:

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*Attorneys for Defendants*

Dated: November 10, 2023.

/s/Brent Irby  
OF COUNSEL