IN THE SUPERIOR COURT OF LUMPKIN COUNTY
STATE OF GEORGIA

JENNIFER SAVAGE and RICKY TOW, individually and on behalf of a class of similarly situated persons as defined herein,	)	
Plaintiffs,	)	**CASE NO.: SUCV2024000382**
v.	)	
GEICO INDEMNITY COMPANY,	)	
Defendant.	)	

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

I. INTRODUCTION

Plaintiffs respectfully move this Court to enter an order approving an award of attorneys' fees, reimbursement of litigation expenses, and Class Representative service awards 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 awards are reasonable given the commitment and efforts of the Class Representatives to this litigation.

In accordance with the Settlement Agreement, Class Counsel request, and Defendant does not oppose, an award of attorneys' fees and reimbursement of litigation expenses of $158,333. 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, as well as changes in business practices, it is estimated that the total value of the class settlement is $475,000.[1] Thus, the requested attorneys' fees and cost award equates to one-third of the total value of the class settlement available 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 Awards, 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.").

II. BACKGROUND

Plaintiffs' case is a Georgia-only class action alleging that the Defendant failed to fully compensate Georgia policyholders who submitted first-party total loss claims for License Plate

[1] Due to a scrivener's error, this figure was shown as $425,000 in the Settlement Agreement and preliminary approval motion. The correct figure is $475,000, as evidenced by the final term sheet executed by the parties on September 16, 2025. This figure is inclusive of attorneys' fees and costs, class representative service awards, and the value of monetary and non-monetary consideration. It is not inclusive of the costs of settlement administration, which also provides value to settlement class members.

Registration Transfer Fees on those claims. Plaintiffs contends that GEICO's practice in this regard violates governing Georgia law and the applicable insurance policy. Defendant has denied and continues to deny these claims.

Plaintiffs first initiated the action against Defendant in June 2024. Plaintiffs amended the Complaint on January 27, 2025 and thereafter Defendant moved to dismiss Plaintiffs' claims.

Last summer, counsel for the Parties began discussing the possibility of exploring settlement. (Irby Aff'd.) These discussions were prompted by the Parties' desire to avoid the expense, uncertainties, and burden of protracted litigation. To facilitate those discussions, Defendant provided Class Counsel with relevant information regarding the payment of License Plate Registration Transfer Fees during the class period and the scope of the Class and its membership. After analysis of this information and several discussions, counsel for the Parties began to have preliminary talks about settlement parameters. (*Id*.)

At all times, negotiations were arms-length, adversarial, and free of collusion. Throughout negotiations, the Parties exchanged numerous offers and counter-offers and negotiated the points of each vigorously. Further, the Defendant 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. (*Id*.)

After negotiations over a period of several weeks, the Parties reached an agreement on the material terms of a class settlement that would resolve this matter, and executed a term sheet to that effect on September 16, 2025. Thereafter, the Parties began memorializing, 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.

On April 2, 2026 the Parties executed the final Settlement Agreement. (*Id*.) The Parties only reached settlement after engaging in a significant exchange of information and arms-length negotiations over a period of months. Plaintiffs' objectives in filing the Action were to remedy the alleged underpayment of License Plate Registration Transfer Fees 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 Plaintiffs' grievances and is in the best interest of the Settlement Class. (*Id*.)

Class Counsel prepared Plaintiff's Unopposed Motion for Preliminary Approval and Conditional Class Certification. (*Id*.) Following preliminary approval by the Court, Class Counsel worked closely with the Settlement Administrator and defense counsel through 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. (*Id*.)

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. (*Id*.)

III. KEY TERMS OF THE PROPOSED SETTLEMENT

The Settlement Agreement defines the Settlement Class, describes the Parties' agreed upon Settlement relief, and proposes a plan for disseminating notice to the Settlement Class members. While the Settlement Agreement sets forth the details of all terms and conditions, an overview of the key terms of the Settlement include:

- Settlement Class Members who submit a timely and valid claim can receive up to $5.00 in License Plate Registration Transfer Fees. Settlement Class Members can submit their claim through a convenient and easy online claim form process;

- GEICO has agreed to pay all reasonable class settlement administration costs, and a Settlement Administrator has been retained to implement the Settlement;

- Settlement Class Members have 45 days after email notice was sent to submit their claim, and have the right to opt out or object to the Settlement within 30 days after the email notice is first sent;

- Settlement Class Members received direct notice by email (or mail if GEICO does not have their email address) and have the opportunity to submit their claim online;

- The Settlement is valued at $475,000, inclusive of monetary consideration and non-monetary consideration. Class Counsel seek an attorneys' fee and cost award not to exceed one third of the total value of the Settlement, or $158,333;

- As to non-monetary consideration, GEICO agrees to continue to pay $5.00 in License Plate Registration Transfer Fees in the settlement of first-party total loss claims under Georgia personal automobile insurance policies on a going forward basis except in the event of a change in Georgia law, a change in the License Plate Registration Transfer Fees charged by the State of Georgia, change in the terms of the applicable insurance policies or difference in the insurance policy terms applicable to the issues in this action;

- The Class Representatives seek class representative service awards not to exceed $2,000 each for their time and effort invested in this action;

- Per the Settlement Agreement, Settlement Class Members who do not exclude themselves from the Settlement will release all claims, whether known or unknown, or against GEICO and its affiliates.

IV. ARGUMENT

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

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 1*, 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).

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 outlined 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, Defendant has 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).

"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, Defendant is a large insurance company 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.). 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 within this range.

Here, Class Counsel undertook this case purely on a contingent basis. (Irby Aff'd.). 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 License Plate Registration Fees owed to them by virtue of an easy and consumer-friendly claims process. Additionally, the Settlement provides meaningful non-monetary benefits in that Defendant has and will continue to pay the Fee on first-party total loss claims as described herein (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 one-third of the total value of the class settlement 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. *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 one-third 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 Insultation, 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. <u>The Requested Service Awards for the Class Representatives Are Reasonable Considering Their Efforts on Behalf of the Class</u>.

The Settlement Agreement permits each Class Representative to apply for a service award of two thousand dollars ($2,000) each to compensate and reward each Class Representative for their 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 Representatives' service to the Class and the extent to which the Class will benefit from that service. Class Counsel respectfully submit that a class service awards in the amount of $2,000 each are 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.

V. CONCLUSION

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

Respectfully submitted this 9th day of July, 2026.

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing PLAINTIFFS' UNOPPOSED MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARD, upon opposing parties by electronically filing this document with PeachCourt which sends notice via that system to all parties and counsel pursuant to O.C.G.A. § 9-11-5(F) and/or U.S.C.R. 36.16(E)as follows:

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This the 9th day of July 2026 *<u>/s/ Brent Irby</u>*
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