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STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
Case No. 2016-CP-18-1001

Tammy C. Richardson,

Plaintiff,

v.

Halcyon Real Estate Services, LLC and McCabe Trotter & Beverly, P.C.,

Defendants.

ORDER GRANTING APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the court on November 24, 2025, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure for a fairness hearing relating to the parties' request for final approval of the proposed settlement and Plaintiff's Motion for Approval of Attorneys' Fees, Expenses and Service Award. Present at the time of the hearing were: Justin Novak and Robert Wood, Attorneys for the Defendant McCabe Trotter & Beverly, P.C. ("MTB"); Ellis Kahn, Justin Kahn and Mary Leigh Arnold. Attorneys for Plaintiff; and Plaintiff, Tammy Richardson (now known as Tammy Connolley).

In support of the Motion, Plaintiff filed the Affidavits of attorneys Mary Leigh Arnold, Justin Kahn, Justin Lucey and C. Steven Moskos. Additionally, Plaintiff testified and requested approval of the settlement. Class Counsel reported to the Court the results of the mailing of the "Notice of Proposed Class Action Settlement" (hereinafter "Notice of Class Settlement") pursuant to the Preliminary Order of Approval filed on October 3, 2025. There were no objectors present. For the reasons set forth herein, the Court grants the requested relief and finds and concludes as follows:

INTRODUCTION

This settlement arises out of a case involving allegations against MTB of violations of the

Fair Debt Collection Practices Act ("FDCPA") related to the collection of homeowner association fees. The matter has no less than a ten (10) year history involving a plethora of motions, memoranda and orders setting forth the facts and legal issues involved. Rather than once again restating the facts and numerous motions and issues, this Court adopts and restates by reference the substance of the Preliminary Order of Approval filed in this matter on September 3, 2025.

As stated on page 8 of the Preliminary Order of Approval the Settlement Fund is set forth as the amount of $941,788.50 (hereinafter "Settlement Fund") which is the amount available from MTB after deducting the amount of $3,500.00 for additional defense counsel fees. This amount may be subject to further deduction due to fees and costs incurred by Defendant in finalizing settlement.

Based on the papers filed with the Court and the presentations made to the Court at the hearing, it appears to the Court that the Settlement should be approved as proper, fair, adequate, and reasonable. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including all Class members, as such term has been defined in prior orders. On January 12, 2018, an Order Granting Class Certification was entered. The certified class was defined as:

The certified class is defined as:

> All individuals who owned South Carolina real property who were sent a document by McCabe, Trotter & Beverly, P.C. attempting to collect a debt for a homeowner or community association during the following period: November 5, 2014 (representing the date one year prior to the filing of Plaintiff Richardson's Third-Party Complaint) through January 11, 2016. Excluded from the Class are individuals who are or were during the Class period officers, directors or employees of MTB and all

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consumers who file a timely and proper request to be excluded from the Class.

Subsequently, the class definition was modified pursuant to the agreement of the parties and as set forth in an Order filed on September 10, 2018. The modification limited the class period to a one-year period from November 5, 2014 to November 5, 2015. The final Class definition is as follows:

> All individuals who owned South Carolina real property who were sent a document by McCabe Trotter & Beverly, P.C. attempting to collect a debt for a homeowner or community association during the following period: November 5, 2014 (representing the date one year prior to the filing of Plaintiff Richardson's Third-Party Complaint) through November 5, 2015.

2. Rule 23(c), SCRCP provides:

> **Dismissal or Compromise**. A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.

See also Rule 23(c), SCRCP, advisory committee note ("It is necessary to protect the rights of all members of the class."). "Rules 23(d)(1) and (2) of the South Carolina Rules of Civil Procedure specifically permit the trial court to maintain continual control over class action proceedings, including the method of class notification." *Salmonsen v. CGD, Inc.*, 661 S.E.2d 81, 377 S.C. 442 (2008).

Through the provisions of Rule 23(b), SCRCP the courts of this state are charged with determining if a proposed settlement should be finally approved after notice to the class members of the settlement terms with an opportunity to object. In assessing whether a proposed settlement is fair and reasonable and should receive final approval, the Court may consider a number of factors, including objections received, the adequacy of the class representative, the posture of the case at the time of the proposed settlement, the extent of the discovery, the circumstances

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surrounding the settlement negotiations, and the experience of counsel in litigating class actions. *In re Jiffy Lube*, 927 F.2d 144, 159 (4th Cir. 1991). Further, in assessing whether a proposed settlement adequately compensates the class, the Court can consider the strength of the case, the strength of the defenses, the practical implications of continued discovery and trial, and whether a recovery is likely in the event of continued litigation, among other factors. *See Newberg on Class Actions* § 13:15 (5th ed.). Whether to grant final approval of a class action rests in the trial court's discretion, "which should be exercised in light of the general judicial policy favoring settlement." *Robinson v. Carolina First Bank, NA*, Case No. 7:18-cv-02927-JDA, 2019 WL 2591153, *8 (D.S.C. June 21, 2019) (quoting *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 280 (S.D.N.Y. 1999).

FAIRNESS AND ADEQUACY

3. Pursuant to the Preliminary Order and the due process requirements of Rule 23, SCRCP, the Notice of Class Settlement was provided to the Class Members. In excess of six thousand (6,000) notices were mailed. The appointed Class Administrator directly mailed to the Class Members identified from and by MTB records the approved Notice of Class Settlement. If a Notice was returned as undeliverable the Class Administrator searched the public records for an updated address for the Class Member and re-mailed the Notice to the updated address. The Court finds that such Notice of Class Settlement as ordered in the Preliminary Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members.

4. The Notice of Class Settlement described the details of the Settlement and set forth a procedure Class Members were to follow should they elect to object to the proposed Settlement. After notice, only one class member elected to object. Mr. Theron E. Jamison filed an objection

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on October 16, 2025, and mailed a separate copy to Class Counsel. Class Counsel, Mary Arnold reported to the Court she had personally spoken to Mr. Jamison prior to the hearing. Mr. Jamison, a veteran and 25-year educator, expressed to Ms. Arnold his frustration when he personally dealt with MTB. He reported to Ms. Arnold, however, that he did not intend on attending the fairness hearing to pursue his objection further and he did not. Mr. Wood called to the Court's attention that the Objection did not comply with the requirements stated in the Notice of Class Settlement thereby rendering it defective. After due consideration of the Objection filed by Mr. Jamison, the Court determines the Objection did not comply with the procedures described in the Notice of Class Settlement nor does it rise to a level that would in any way impair or draw into question the fairness and adequacy of the Settlement.

In fact, with a class as large as the present one, a single objection is powerful evidence of the fairness of the settlement. *See e.g., In re Wachovia Corp. ERISA Litig.*, 2011 WL 5037183 (W.D.N.C. Oct. 24, 2011) (four objectors out of 150,000 class members); *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 261 (E.D. Va. 2009) (two objectors out of 128,000 class members); *Jones v. Dominion Res. Servs., Inc.*, 601 F. Supp. 2d 756 (S.D.W. Va. 2009) (one objector out of 25,000 class members). The overwhelming lack of objections to the settlement terms supports the finding of fairness, reasonableness, and the adequacy of the settlement.

5. The Court has determined that the Class Representative, Tammy Richardson (now known as Tammy Connolley) has adequately represented the Class Members.

6. The Court, having been advised of the terms of the Settlement Agreement agreed by the parties, grants final approval of the Settlement Agreement. The Court finds that the release language contained within the Settlement Agreement is limited and specifically so states. The Settlement Agreement is attached hereto as Exhibit 1. The release language is limited to the claims

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in favor of the Class Members brought in the Lawsuit for the limited class period of November 5, 2014 to November 5, 2015. Thus, the terms of Settlement Agreement are restricted, fair, reasonable, and adequate and meet the requirements of the laws of the State of South Carolina.

7. Additionally, the Settlement Agreement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

8. As with preliminary approval of a class action, final approval of a class action is within the trial court's discretion. Likewise, as with preliminary approval, final approval involves the evaluation of the same factors for a determination of whether the settlement is fair, reasonable and adequate in light of all the facts and circumstances. Each of the factors were carefully considered and addressed in the Preliminary Order of Approval filed on September 3, 2025. Nothing has occurred since that time that mitigates against approval of the settlement. In fact, as reported by Class Counsel, following the service of the Notice of Class Settlement, all calls that were received from Class Members were favorable. Class Counsel reported that members of the class called to inquire of a possible timeline for distribution of the settlement proceeds but also expressed their appreciation for the efforts made by the Class Representative and Class Counsel for pursing the matter and for continuing the pursuit for such a protracted period of time. The Court reaffirms and once again concludes that this settlement was entered into by highly experienced counsel on both sides after extensive litigation and is fair, reasonable, adequate, and conforms in all respects to the requirements of Rule 23, SCRCP. Accordingly, the settlement is approved.

ATTORNEY FEES AND COSTS

9. Having found that the class settlement is fair, reasonable, and adequate, it is now

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appropriate to consider Class counsel's request for an award of attorneys' fees and costs. As noted earlier, an extensive notice campaign was undertaken to provide all class members with detailed information concerning the settlement, including Class Counsel's request for attorneys' fees. In the Notice of Class Settlement, the Class Members were specifically informed that:

> "Class Counsel will apply for Court Approval of an attorneys' fee up to an amount not to exceed fifty (50%) percent of the Settlement Fund."
>
> "If you're a Class Member, you can object to the settlement, including objecting to the Class Counsel's fees and costs, if you don't like any part of it."
>
> "At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and the Court will also decide the amount of attorneys' fees and costs to be awarded."
>
> "Although time expended over the past nine (9) years may exceed Fifty (50%) of the Settlement Fund, the attorneys' fees award will not exceed 50% of the fund."

10. In response to the Notice of Class Settlement, no objection was received to the potential fifty (50%) percent common benefit fee request. This includes the one objection that did not make mention of attorney fees.

11. Class Counsel filed their Motion for Attorneys' Fees and Costs, supported by the Affidavits of attorneys Mary Leigh Arnold, Justin Kahn, Justin Lucey and C. Steven Moskos. Class Counsel have requested a forty-five (45%) percent award rather than a fifty (50%) percent award as stated in the Notice of Class Settlement. Class Counsel seek approval of attorneys' fees in the amount of $423,804.82 and costs in the amount of $11,734.49. Under a common fund analysis, an analysis of the elements set forth in *Jackson v. Speed*, 326 S.C. 289, 308, 486 S.E.2d 750, 760 (1997), or a lodestar analysis, the request by Class Counsel is more than fair and reasonable and is approved.

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COMMON FUND

12. Courts may award reasonable attorneys' fees from a common fund to a party who, at its expense, "successfully maintains a suit for the creation, recovery, preservation, or increase of a common fund or common property." *Matter of Estate of Kay*, 423 S.C. 476, 489, 816 S.E.2d 542, 549 (2018) (quoting *Layman v. State*, 376 S.C. 434, 452, 658 S.E.2d 320, 329 (2008)); *see Petition of Crum*, 196 S.C. 528, 531, 14 S.E.2d 21, 23 (1941) (finding that the basis for the common fund doctrine is to allow one who preserves or protects a common fund for herself and others to share in the expenses of preserving the fund with those so benefitted). Numerous South Carolina courts have determined that the percentage-of-the-recovery method is the appropriate method for awarding attorneys' fees in a common fund action. "[W]hen awarding fees to be paid from a common fund, courts often use the common fund itself as a measure of the litigation's "success." These courts base an award of attorneys' fees on a percentage of the common fund created, known as the "percentage-of-the-recovery" approach. *Layman*, 376 S.C. at 452-53, 658 S.E.2d at 329-30. The Honorable Jean Hoefer Toal agreed in *Cook v. South Carolina Public Service Authority*, "that the common fund doctrine, and percentage-of-the-recovery method, is an appropriate way to determine attorneys' fees and costs." No. 2019-CP-23-6675, slip op. at 19 (Greenville Cnty. Ct. Com. Pl. July 21, 2020); *see also Green v. Carolina Truck Driving Sch., LLC*, No. 2019-CP-20-302, slip op. at 12 (Fairfield Cnty. Ct. Com. Pl. Feb. 22, 2021).

13. There is no bright line test to determine the reasonable percentage to be applied to a common fund to award a fee. The fee should be determined by the facts of each case. An award of 33.33% of the recovery or more is not unusual in traditional class actions. The majority of attorneys' fee awards fall between 20% and 40% of the common fund, although recoveries of up to 50% have been awarded. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y.

1985) ("Traditionally, courts in this Circuit and elsewhere have awarded fees in the 20%-50% range in class actions."), *aff'd,* 798 F.2d 35 (2d Cir. 1986). As the Honorable R. Bryan Harwell noted in *DeWitt v. Darlington County, S.C.*, "attorney's fee awards generally range anywhere from nineteen percent (19%) to forty-five percent (45%) of the settlement fund." No. 4:11–cv–00740–RBH, 2013 WL 6408371, at *9 (D.S.C. Dec. 6, 2013); *see also In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000) ("Percentages awarded have varied considerably, but most fees appear to fall in the range of nineteen to forty-five percent."); *Maywalt v. Parker & Parsley Petroleum Co.*, 963 F. Supp. 310, 313 (S.D.N.Y. 1997) ("Traditionally, federal courts have awarded fees in the 20% to 50% range in class actions. *Id.* (awarding approximately 25% of fund and collecting cases); *see, also, Greene v. Emersons, Ltd.,* [1987] Fed. Sec. L. Rep. (CCH) ¶ 93,263 (S.D.N.Y. May 20, 1987) (46.2% of common fund in securities case awarded as fees and expenses); *In re Ampicillin Antitrust Litig.,* 526 F. Supp. 494 (D.D.C.1981) (45% of $7.3 million settlement fund awarded in fees and expenses); *Beech Cinema, Inc. v. Twentieth Century Fox Film Corp.,* 480 F. Supp. 1195 (S.D.N.Y.1979) (53% of settlement fund)."

14. South Carolina state courts have found proper percent ranges between a third and a half of the common fund. In *Anderson Memorial Hospital v. W.R. Grace*, the Honorable John C. Hayes, III noted that the customary South Carolina fee for a complex contingent fee case "ranges from one-third to one-half of the gross recovery." No. 92-CP-25-279, slip op. at 7 (Hampton Cnty. Ct. Com. Pl. Dec. 10, 2008). The Court awarded a one-third contingent fee on a $57 million recovery, finding: "Class Counsel has requested one-third of the settlement fund created. This request is well within the range of fees routinely approved by courts in class actions." *Id.*

15. Here, the percentage of forty-five (45%) from the common fund has been requested. The Court finds this is within the acceptable range. And notably, although it is within the allowable

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range, it does not sufficiently compensate Class Counsel for the time and effort they have expended in the past ten (10) years prosecuting the matter.

THE *JACKSON* FACTORS

16. South Carolina requires an evaluation of specific factors in determining an award of attorneys' fees and costs. *Jackson v. Speed*, 326 S.C. 289, 308, 486 S.E.2d 750, 760 (1997). Those factors include:

1. The nature, extent, and difficulty of the case;
2. The beneficial results obtained;
3. The professional standing of counsel;
4. The contingency of compensation;
5. The time necessarily devoted to the case; and
6. The customary legal fee for similar services.

The *Jackson* factors support the requested 45% fee is reasonable.

17. <u>The Nature, Extent, and Difficulty of the Case.</u> This case started in September 2015, arising from a third-party complaint filed, in part, in response to a foreclosure action initiated by a homeowner association for alleged delinquent association fees. For ten years, Class Counsel prosecuted the action claiming a law firm unlawfully used liens, litigation and threats of home loss to coerce attorney fees, violating the FDCPA.

Over the course of the past ten years, Class Counsel has engaged in extensive fact and document discovery. Defendant routinely fought the production of documents by filing motions for protection and to quash subpoenas. To obtain documents, Class Counsel had to learn several different software programs used by MTB in its collection practices and how they worked in order to pursue the matter. The data then had to be reviewed, inspected, scrutinized and reformatted to learn trends and parameters revealed by the data. Class Counsel had to create their own database to organize, search and understand the form documents used by MTB in their practice.

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"The riskier the case, the greater the justification for a substantial fee award." *Montague v. Dixie Nat'l Life Ins. Co.,*2011 WL 3626541, at *3 (D.S.C. Aug. 17, 2011). This case involved novel issues due to the development and evolving principles of law, the conduct of MTB and the application of the FDCPA to those practices. Because of the legal issues presented, multiple motions to dismiss had to be defeated along with multiple separate motions for summary judgment. The issue of concrete harm suffered had to be addressed after a decision of the United States Supreme Court in *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021). All of these factors and facts placed the litigation and recovery at risk.

Plaintiff and Class Counsel undertook significant risks in prosecuting the matter. The length of the litigation alone placed this matter under greater risk. Further, because the complained of actions of MTB involved its business model, the likelihood any verdict in favor of Plaintiff would result in an appeal similar to the Order and appeal involving sanctions for improper discovery practices. There is no doubt that the due to the nature, extent and difficulty of the case, the first factor of *Jackson* is satisfied.

18. Beneficial Results Obtained. Unquestionably Plaintiff and Class Counsel have obtained successful and beneficial results here. Plaintiff and Class Counsel undertook to challenge a common statewide business practice that involved thousands of homeowners and the threatened loss of their homes. Through hard work and creativity, Class Counsel have obtained a partial return of the challenged fees paid. Although the amount is not one hundred (100%) percent of the amounts alleged to have been improperly paid, it is a portion of the sum that Class Members would never have received back but for the efforts of Plaintiff and Class Counsel. Further, considering the vigorous defense presented it is a sum the Class could expect to recover if the trial of the matter had concluded.

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19. Professional Standing of Counsel. Class Counsel are accomplished complex litigation attorneys and have a combined total of over seventy years of experience. Mary Arnold was involved in the case of *Bazzle v. Green Tree Fin. Corp*., 351 S.C. 244, 569 S.E.2d 349 (S.C. 2002), *vacated on other grounds sub nom. Green Tree Fin. Corp. v. Bazzle*, 539 U.S. 444, 123 S. Ct. 2402, 156 L. Ed. 2d 414 (2003), where the South Carolina Supreme Court unanimously upheld two arbitral class awards against a finance company for violations of the state Consumer Protection Code, and *Salmonsen v CGD, Inc*, 377 S.C. 442, 661 S.E. 2d 81 (2008) where the Supreme Court held the opt-out procedure is the exclusive method for class litigation under Rule 23, SCRCP. Justin Kahn has equally been involved in cases and appeals establishing principles of law in the state of South Carolina. He is an adjunct professor, acknowledged lecturer and author of a number of articles and books used by lawyers and judges throughout South Carolina including the *South Carolina Rules Annotated* and the *South Carolina Evidence Handbook Annotated*. Class Counsel are exceptionally qualified. Through their joint experience and qualifications, the requested attorneys' fee award is justified and proper.

20. Contingency of Compensation. This matter was undertaken by Class Counsel on a contingency fee agreement. By so doing Class Counsel provided access to counsel for Plaintiff and Class Members who would otherwise likely have had difficulty securing counsel to take on the representation. The contingency fee agreement transferred a significant portion of the risk of loss to the Class Counsel. *See Pellegrin v. Nat'l Union Fire Ins.* (*In re Abrams & Abrams, P.A.*), 605 F.3d 238, 245, 249 (4th Cir. 2010). Class Counsel assumed significant risk of nonpayment or underpayment of attorneys' fees. *Id.* The acceptance of this risk is a factor weighing in favor of the fee request.

21. Time Necessarily Devoted to the Case. The South Carolina Supreme Court has

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approved common fund fees based on the results achieved, with a qualitative evaluation of the tasks undertaken and a comparison with fees awarded in similar cases, without requiring a detailed review of hours. *See Condon v. State*, 354 S.C. 634, 643-44, 583 S.E.2d 430, 435 (2003) (stating "[the Court] would be inclined to find that there is evidence to support the circuit court's findings," when the circuit court discussed counsel's efforts qualitatively without an in-depth analysis of hours recorded); *see also Littlejohn v. State*, No. 00-CP-40-2666, 2002 WL 4454074 (Richland Cnty. Ct. Com. Pl. Apr. 23, 2002).

Detailed time entries over the life of the litigation were attached to the Affidavit of Mary Leigh Arnold. Mr. Justin Kahn averred he expended over two thousand (2,000) hours in jointly prosecuting the matter. Thus, over four thousand (4,000) hours over the course of the litigation were devoted by Class Counsel. The time Class Counsel devoted to the case more than supports the fee request.

22. Customary Legal Fee for Similar Services. The contingency fee system provides for a recovery in cases settled or successfully tried. This offset the losses suffered by defense verdicts. Contingency fee arrangements provide an incentive, many worthy, but impecunious plaintiffs would never have the opportunity for their day in court. *Spartanburg Reg'l Health Servs. Dist., Inc.*, No. 7:03-2141-HFF, 2006 WL 8446464, at *4 (D.S.C. Aug. 15, 2006) ("Without some benefit or incentive to undertake such risks, competent counsel would not be attracted to handle cases of this nature."); *Littlejohn v. State*, 2002 WL 34454074, at *19 ("It is in society's interest that courts award adequate fees in complex cases of this type to encourage able and experienced counsel to undertake high-risk representation."). Fees for complex cases and class action cases generally range between 33% and 50%. *See Global Protection Corp. v. Halbersberg*, 332 S.C.149, 503 S.E.2d 483, 489 (Ct. App. 1998) ("the court found that contingent fee arrangements were

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common in complex cases and found that the typical range of such contingency fees was one-third to one-half the recovery.") The 45% fee calculated on the common fund is consistent with customary contingency fees charged in complex cases.

THE LODESTAR ANALYSIS.

23. According to the United States Supreme Court, "[t]he most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The result of that calculation is called the lodestar; the lodestar is strongly presumed to yield a reasonable fee. *City of Burlington v. Dague*, 505 U.S. 557, 562 (1992). The lodestar analysis is generally considered the appropriate method of determining attorney fees in statutory fee cases such as FDCPA cases because the shifting of fees serves the public policy of encouraging private enforcement of the substantive rights created by Congress. Manual for Complex Litigation § 24.13 (3d ed. 1995). This is particularly true in consumer cases, where the likely aggregate recoveries are often smaller or are limited by statute, making such cases unsuitable for contingent-fee or common fund representation.

24. A lodestar figure is calculated by multiplying a reasonable hourly rate by the reasonable time expended. *Layman v. State*, 376 S.C. 434, 452, 658 S.E.2d 320 (2008). The Court finds and determines that for this consumer lawsuit, an appropriate hourly rate for Class Counsel is a rate in the range of $700 to $750 per hour. Using the below market rate of $400.00 per hour as a lodestar figure would be $1,600,000.00, reflecting lawyer time of 4,000 hours. Using the lodestar of $1,600,000.00 and the requested fees of $423,804.82 results in a negative lodestar multiplier of .26 ($423,804.82 divided by $1,600,000.00). South Carolina courts have found that

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lodestar multipliers falling between 1.5 to 4.5 demonstrate a reasonable attorneys' fee. *See Maybank v. BB&T Corp.*, 416 S.C. 541, 581, 787 S.E. 2d 498, 519 (2016) (1.5 multiplier approved); *In re MI Windows & Doors Inc. Prod. Liab. Litig*. No. 2:12-MN-00001-DCN, 2015 WL 4487734, at *5 (D.S.C. July 23, 2015) ("Courts have generally held that lodestar multipliers falling between 2 and 4.5 demonstrate a reasonable attorneys' fee). "There is a strong presumption of the reasonableness of a lodestar amount." *Shelley v. Tribble*, No. CA 3:11-3477-CMC, 2014 WL 6460552 at *2 (D.S.C. Nov. 17, 2014) The presumption of reasonableness is even stronger when the lodestar multiplier is negative. *See, e.g. Carlin v. DairyAmerica, Inc.*, 380 F. Supp. 3d 998, 1023 (E.D. Cal. 2019). The negative multiplier of .26 means the fee requested is more than reasonableness and below a market rate fee.

25. The Court has reviewed Class Counsel's affidavits and the other supporting affidavits and finds that the fee sought of $423,804.82 is reasonable and fair under all three separate analyses. The award of attorneys' fees in the amount of $423,804.82 is approved.

26. It is within this Court's discretion to award reimbursement of reasonable costs from the common benefit fund. *Condon*, 354 S.C. at 644, 583 S.E.2d at 435; *see also Robinson*, 2019 WL 2591153, at *17 (noting that "courts generally permit recovery of costs advanced for litigation expenses, including document production, consulting with experts, and court and mediation costs" (citing *McClaran v. Carolina Ale House Operating Co., LLC*, No. 3:14-cv-03884 MBS, 2015 WL 5037836, *5 (D.S.C. Aug. 26, 2015))); *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 265 (E.D. Va. 2009) (reimbursing counsel for costs, including "expert fees, reproduction costs, mediation costs, and court costs"). Class Counsel reasonably incurred out-of-pocket expenses in prosecuting this action which should be reimbursed in the amount of $11,734.49.

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SERVICE AWARD.

27. "'Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit.'" *In re MI Windows*, 2015 WL 4487734, at *5, quoting *Cook v. Niedert,* 142 F.3d 1004, 1016 (7th Cir.1998). "'Incentive or service awards reward representative plaintiffs' work in support of the class, as well as their promotion of the public interest" and "[c]ourts around the country have allowed such awards to named plaintiffs or class representatives.'" *Id., quoting Deem v. Ames True Temper, Inc.,* 2013 WL 2285972, at *6 (S.D.W.Va. May 23, 2013); *see also Savani v. URS Prof'l Solutions LLC,* No. 1:06–cv–02805, 2014 WL 172503, at *10 (D.S.C. Jan. 15, 2014) (citation omitted). The amount of the award is ultimately within the discretion of the Court.

28. Here, an incentive award is sought for the Class Representative in the amount of $50,000.00. This amount is proper and warranted. Tammy Richardson has remained steadfast over the last ten (10) years in pursuing this matter for the benefit of homeowners across the State and a recovery for a perceived substantial wrong. She made herself available for deposition and was subject to discovery of her own personal affairs. She participated in ongoing litigation. She was sued and had to defend an action brought against her in federal court by Defendant's insurer. And she prepared and attended two trial proceedings. This devotion to the pursuit of the matter justifies the incentive award sought and is awarded in the amount of $50,000.00.

29. Without affecting the finality of this Settlement Approval Order and Final Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court and each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the Settlement Agreement, including disposition of the Settlement Fund; (2) any other action necessary to

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conclude this settlement and to implement the Settlement Agreement; and, (3) the enforcement, construction, and interpretation of the Settlement Agreement.

30. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

WHEREFORE, IT IS HEREBY ORDERED that the settlement of this action as preliminarily approved in the Order of Preliminary Approval be and hereby is given final approval.

IT IS FURTHER ORDERED that Defendant is to promptly cause the Settlement Fund be delivered to Class Counsel as set forth in the Settlement Agreement.

IT IS FURTHER ORDERED that Class Counsel is awarded attorneys' fees from the Settlement Fund in the amount of $423,804.82.

IT IS FURTHER ORDERED that Class Counsel is awarded costs in the amount of $11,734.49.

IT IS FURTHER ORDERED that a Service Award is granted to Plaintiff in the amount of $50,000.00 from the Settlement Fund.

AND IT IS SO ORDERED.

(*electronic signature page to follow*)

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Dorchester Common Pleas

Case Caption: Tammy C Richardson , plaintiff, et al VS Halcyon Real Estate Services LLC , defendant, et al

Case Number: 2016CP1801001

Type: Order/Other

It is so Ordered!

s/Diane S. Goodstein

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