

**UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION**

PINNACLE WASTE SERVICES, LLC,

Plaintiff,

v.

WASTE CONNECTIONS US, INC., et al.,

Defendants.

Case No.: 7:21-cv-02600-JDA

UNOPPOSED

**PLAINTIFFS' UNOPPOSED PETITION FOR CLASS COUNSEL ATTORNEYS' FEES, COSTS,  
AND A CLASS REPRESENTATIVE SERVICE AWARD**

Plaintiff hereby submits this Unopposed Petition for Class Counsel Attorneys' Fees, Costs, and a Class Representative Service Award pursuant to Federal Rule of Civil Procedure 23 and the terms of the Settlement Agreement this Court preliminarily approved on June 24, 2026. ECF No. 256 (amended July 1, 2026, ECF 261). In view of the outstanding results achieved for the Class, the complexity of the issues presented, the quality of representation, and the risk of nonpayment, Plaintiffs' request for an award of (1) attorneys' fees of \$466,666; (2) reimbursement of litigation expenses advanced by Plaintiffs' Counsel in the amount of \$75,000; and (3) a service award to Plaintiff of \$35,000. These awards are fair and reasonable, consistent with the terms of the Settlement Agreement, and supported by the law in this circuit. Moreover, a \$35,000 service award to Plaintiff is fair and reasonable to compensate it for the time and effort expended in assisting the prosecution of this litigation.

This petition is based on the following grounds:

1. Class counsel initiated litigation against Defendants in this Court on September 19, 2019.

After this Court found that a class waiver in the service agreement of the original putative class representative barred it from participating in this case, Class counsel filed a renewed Complaint with the current Plaintiff on August 13, 2021.

2. During the course of this action, the parties conducted extensive discovery and motion practice, engaged experts and took depositions, and participated in a mediation prior to reaching the proposed Settlement.

3. Following an approximately 12-hour mediation session with Jeff Trueman, Esq. in December 2025, the parties agreed to a proposed Settlement, which creates a \$1.4 million settlement common fund for Class member compensation and court-approved fees, expenses, and awards.

4. This Court preliminarily approved the Settlement Agreement on June 24, 2026. ECF No. 256.

5. Rule 23(h) provides that a court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement. Fed. R. Civ. P. 23(h). Consistent with the terms of the Settlement Agreement, Class Counsel seek an award \$466,666; (2) reimbursement of litigation expenses advanced by Plaintiffs' Counsel in the amount of \$75,000; and (3) a service award to Plaintiff of \$35,000.

6. Local Rule 54.02(A) (D.S.C.) requires that petitions for attorney's fees comply with the requirements of *Barber v. Kimbrell's, Inc.*, 577 F.2d 216 (4th Cir. 1978). As discussed in Plaintiffs' Memorandum in Support of this Petition, application of the twelve factors set forth in *Barber* confirms that Class Counsel's fee request is a reasonable percentage of recovery to compensate Class Counsel for achieving an excellent outcome on behalf of the class.

- a. *Time and labor expended* - Class Counsel devoted significant time and labor prosecuting this case on behalf of the Class, undertaking considerable efforts to investigate the class claims, participating in

extensive discovery, and developing expert opinion.

- b. *Novelty and difficulty of the questions raised* - This was a difficult case that involved complex issues of Defendants' alleged billing practices and asserted defenses and factual and legal obstacles that made class certification and Plaintiffs' ability to prevail on the merits uncertain.
- c. *The skill required to perform the legal services properly* – Skilled counsel was required to prosecute this class action involving this complicated and complex matter.
- d. *The attorneys' opportunity costs in pressing the litigation* – The almost 1200 hours of attorney time Class Counsel expended investigating and prosecuting this action impacted Class Counsel's ability to pursue other work.
- e. *Customary fees* - A percentage award for attorneys' fees of 33⅓% is reasonable and customary.
- f. *The contingent nature of the matter* – Class Counsel undertook this case on a contingent basis at the risk of receiving little or no recovery or even being responsible for payment of Defendants' attorney's fees should Defendant have prevailed.
- g. *Time limitations* – Class Counsel prosecuted this action subject to regular deadlines imposed by the Federal Rules of Civil Procedure, the local rules of court, and scheduling orders.
- h. *Amount in controversy* – This case involved millions of dollars potentially at issue, and the Settlement Amount of \$1,400,000 is a

significant recovery for the class.

- i. *The experience, reputation, and ability of counsel* - Class Counsel have extensive experience in complex civil litigation and class actions, as well as considerable knowledge of the applicable law.
- j. *The undesirability of the case* - The risks undertaken in this litigation were considerable and likely would have deterred many other firms.
- k. *Nature and length of the professional relationship between attorney and client* – Class Counsel has represented Plaintiff for several years and successfully obtained summary judgment or dismissal of counterclaims against it and there is no reason to suggest that Plaintiff or the class are dissatisfied with Class Counsel’s representation.
- l. *Attorneys’ fees awarded in similar cases* – The requested fee is substantially similar to fees awarded in other overcharge and fee litigation cases as well as other common fee fund awards within this district.

7. The lodestar crosscheck confirms that the fees requested by Class Counsel are reasonable, as the proposed attorneys’ fees of \$466,666.00 are well less than the lodestar number.

8. Pursuant to Rule 23(h), Class Counsel request reimbursement of \$75,000.00 in reasonable and necessary costs and expenses that Class Counsel advanced during the course of this action.

9. A class representative service award in the amount of \$35,000.00 to Plaintiff is both reasonable and appropriate. Plaintiff was committed to pursuing this action, undertook

substantial risk (including of liability on counterclaims), sat for multiple depositions and responded to extensive discovery requests, and performed a valuable service to the Class by virtue of its participation as the Class representative at the crucial stage of seeking approval of the proposed Settlement.

### CONCLUSION

For the reasons set forth herein, Plaintiffs respectfully request that the Court enter an Order awarding Class Counsel attorneys' fees of \$466,666.00 and reimbursement of \$75,000.00 in reasonable and necessary expenses, and awarding a \$35,000.00 class representative service award to Plaintiff.

Dated: September 30, 2026

/s/T. Ryan Langley

T. Ryan Langley

**LANGLEY STILL & FOSS**

Federal ID No. 002537

229 Magnolia Street

Spartanburg, SC 29304

Phone: 850-222-2000

ryan@lsflawfirm.com

Paul S. Landis

**FAYSSOUX & LANDIS**

**ATTORNEYS AT LAW,  
P.A.**

209 East Washington Street

Greenville, South Carolina 29601

Phone: 864-233-0445

Fax: 864-233-4781

paul@fayssouxlandis.com

Oscar M. Price, IV

Nicholas W. Armstrong

T. Graham Cotten

PRICE ARMSTRONG, LLC

1919 Cahaba Road

Birmingham, Alabama 35223

Phone: 205.208.9588

oscar@pricearmstrong.com

nick@pricearmstrong.com

graham@pricearmstrong.com

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UNOPPOSED

**PLAINTIFF'S MEMORANDUM IN SUPPORT OF UNOPPOSED PETITION FOR  
CLASS COUNSEL ATTORNEYS' FEES, COSTS, AND A CLASS  
REPRESENTATIVE SERVICE AWARD**

Plaintiff submits this Memorandum in Support of its Unopposed Petition for Class Counsel Attorneys' Fees, Costs, and a Class Representative Service Award pursuant to the terms of the Settlement Agreement this Court preliminarily approved on June 24, 2026. ECF No. 256. As detailed in the previously filed papers in support of preliminary approval, Plaintiff respectfully submits that the proposed Settlement is a fair, adequate, and reasonable resolution of this class action. As compensation for its work in achieving this result for the Class, Plaintiff seeks attorneys' fees of \$466,666. The requested fee is reasonable compensation to Class Counsel for accepting and vigorously pursuing this difficult case involving complex issues and myriad procedural obstacles, and for ultimately achieving this exceptional result for the benefit of the Class. In addition, Plaintiffs move for reimbursement of nontaxable prepaid costs and expenses of \$75,000.00.<sup>1</sup> Finally, Plaintiff requests a class representative service award of \$35,000.00 for Plaintiff's efforts in this litigation.

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<sup>1</sup> Class Counsel incurred expenses that exceeded \$75,000, but agreed not to seek reimbursement of more than \$75,000.

### **BACKGROUND AND PROCEDURAL HISTORY**

Plaintiff alleges that customers in the Settlement Class contracted with Defendants and other subsidiaries and affiliates of Waste Connections, Inc. for waste disposal services through standard contract agreements. *See* Second Amended Class Action Complaint (ECF 82) (“2d Am. Compl.”) ¶¶ 14, 17. Plaintiff alleges that these contracts included a base service rate as well as a provision that authorized Defendants and other subsidiaries and affiliates of Waste Connections, Inc. to increase rates during the term of the contract to reflect increases in inflation (measured by the Consumer Price Index) or pass-through increases in certain costs of Defendants and other subsidiaries and affiliates of Waste Connections, Inc., such as fuel and materials. *Id.* ¶¶ 14, 18. Plaintiff also alleges that Defendants and other subsidiaries and affiliates of Waste Connections, Inc. imposed a “Fuel & Material Surcharge” that was not tied to any actual increase in fuel or material cost and was therefore an unlawful additional charge. *Id.* ¶¶ 15, 36. Plaintiff alleges Defendants and other subsidiaries and affiliates of Waste Connections, Inc. increased customers’ rates and charged fees without proper contractual authorization. *Id.* ¶¶ 15-16. Plaintiff asserts claims for breach of contract, breach of the duty of good faith and fair dealing, and unjust enrichment on behalf of a class of customers. *Id.* § VI (Causes of Action). Defendants (and other subsidiaries and affiliates of Waste Connections, Inc.) deny every aspect of these claims.

Class Counsel filed an initial complaint in this Court on September 19, 2019, asserting a nationwide putative class action against WCUS, WCSC, and WCNC. Following a determination by this Court that a class action waiver in the Service Agreement prohibited the initial putative class representative from proceeding, Class Counsel filed a renewed complaint on August 13, 2021. ECF 1. On August 8, 2022, WCUS, WCSC, and WCNC filed motions to dismiss for failure to state a claim, which were mooted when Plaintiff filed its First Amended Complaint. ECF 32. WCUS, WCSC, and WCNC again moved to dismiss for failure to state a claim and for summary

judgment on statute of limitations grounds. ECF 48. The Court ordered the Parties to begin limited discovery related to the statute of limitations issue on August 29, 2023. ECF 77. Plaintiff filed its Second Amended Complaint on September 8, 2023, adding Matthew Perry as a plaintiff and Lone Star as a defendant. ECF 82. In response, Defendants filed another motion to dismiss for failure to state a claim and for lack of jurisdiction. ECF 85. Following the limited discovery phase, Defendants moved for summary judgment on the grounds that Plaintiff had no damages, and separately moved to deny class certification. ECF 109, 119. The Court denied Defendants' motion for summary judgment without prejudice and denied Defendants' motion to dismiss. ECF 139, 140. Shortly thereafter, the Parties entered into full discovery. On January 7, 2025, the Parties jointly stipulated to partial dismissal limiting the nationwide class to three states: South Carolina, Oklahoma, and Texas. ECF 206. On January 27, 2025, the Court denied Defendants' pending motions to deny class certification and to dismiss. ECF 212.

Following the December 2025 mediation where the Parties reached an agreement in principle, the Parties jointly moved to stay on December 23, 2025, which was granted by the Court. ECF 237, 238. On February 20, 2026, the Court granted the Parties' joint motion to vacate the parties' stipulated dismissal of Plaintiffs' nationwide class claims. ECF 245.

On June 24, 2026, the Court granted the Parties' Plaintiff's Motion for Preliminary Approval of the class action Settlement Agreement. ECF 256. The Settlement Agreement provides that "Defendants will pay One Million, Four-Hundred Thousand Dollars (USD) (\$1,400,000.00) into the Settlement Fund," which "will be administered and distributed in accordance with the Settlement Agreement." *Id.* at 3. It further provides that "After deduction of (i) any Court-ordered attorneys' fees, costs, and expenses to Class Counsel, (ii) any Court-ordered service award to Plaintiff, (iii) the costs of notice and administration expenses of the Settlement Fund, (iv) all

applicable taxes, and (v) any other approved fees, costs, and expenses, the Net Settlement Fund will be distributed within thirty (30) days after the Effective Date to Claimants who submit timely and valid Claims, in equal shares per approved Claim.” *Id.*

The Court held that “Fed. R. Civ. P. 23(a), 23(b), and 23(e) are satisfied for purposes of preliminary approval of the Settlement Agreement only” and that “[t]he Court preliminarily approves the Settlement Agreement as fair, reasonable, and adequate,” and ordered Class Counsel (Price Armstrong, LLC and Langley Law Firm) to issue notice through Epiq, the appointed Settlement Administrator. *Id.* at 2-3. The court set the deadline for “any motions for attorney’s fees, costs, expenses, and service award no later than seven (7) days before the Objection and Opt-Out Deadline.” *Id.* at 14. That Objection and Opt-Out Deadline is October 7, 2026. Accordingly, this Motion is timely.

Consistent with the terms of the Settlement Agreement, Plaintiffs now seek: (1) an award of attorneys’ fees in an amount not to exceed one-third of the Settlement Fund, or \$466,666 (33⅓% of the Settlement Fund); (2) reimbursement of litigation expenses advanced by Plaintiffs’ Counsel in the amount of \$75,000; and (3) a service award to Plaintiff of \$35,000 in recognition of its time, costs, and efforts in prosecuting the Action, including gathering documents and materials, sitting for depositions, and performing other representative duties. *See* ECF 251-1 (Settlement Agreement (“SA”)) § IX ¶¶ 32-33. Any amounts awarded by the Court for attorneys’ fees, costs, and expenses shall be paid solely from the Settlement Fund. *Id.* Defendants do not oppose any of these requests and they are part of the Settlement Agreement signed by all parties that allows this resolution to be enacted. SA, Art. X, §§ 10.2–10.3; Art. IX, § 9.1.

These requests are reasonable, ordinary, and fully supported by: (1) the significant economic benefit obtained for the class through sustained, complex, and risky litigation; (2) the

extensive experience and skill of Class Counsel; (3) the wholly contingent nature of the representation and the substantial risk of non-recovery; (4) the high level of commitment shown by the class representative; and (5) the overwhelmingly positive response of the class to the settlement to date.

## **II. ARGUMENT**

### **A. The Requested Attorneys' Fees Are Reasonable.**

#### **1. The Percentage-of-the-Fund Approach Is The Correct Method For Calculating Attorneys' Fees In Common Fund Cases Such As This.**

There are two main methods for calculating the reasonableness of attorneys' fees—the lodestar method and the percentage-of-recovery method. *McAdams v. Robinson*, 26 F.4th 149, 162 (4th Cir. 2022). A district court may choose the method it deems appropriate based on its judgment and the facts of the case. *Id.* The percentage-of-recovery method considers the portion of the total settlement fund that will go to attorneys' fees. *Id.* “Within this Circuit, the percentage-of-recovery approach is not only permitted, but is the preferred approach to determine attorney’s fees.” *Savani v. URS Pro. Sols. LLC*, 121 F. Supp. 3d 564, 568–69 (D.S.C. 2015). The percentage-of-recovery method is appropriate where the recovered funds confer a benefit on members of a class. *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 479, 100 S.Ct. 745, 62 L.Ed.2d 676 (1980)); *see also Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984) (noting that “under the ‘common fund doctrine’ ...a reasonable fee is based on a percentage of the fund bestowed on the class”); *Duhaime v. John Hancock Mut. Life Ins. Co.*, 989 F. Supp. 375, 377 (D. Mass. 1997) (percentage method better approximates the workings of the marketplace by focusing on result). Further, the Supreme Court has opined that consensual resolution of attorney’s fees is ideal.<sup>2</sup> *McCurley v. Flowers Foods, Inc.*,

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<sup>2</sup> The Settlement Agreement provides that Defendants take no position on a fee request up to 33⅓% of the Settlement amount

No. 5:16-CV-00194-JMC, 2018 WL 6650138, at \*2 (D.S.C. Sept. 10, 2018) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 437, 103 S.Ct. 1933, 76 L.Ed.2d 40 (1983)). The reasonableness of an award can be deduced by evidence of an arm's-length negotiation. *Id.*

Awards of one-third of the common fund are broadly recognized as reasonable by federal courts in this circuit. *See Savani*, 121 F. Supp. 3d at 574 (39.57% of the recovery for the subclass); *Weckesser v. Knight Enters. S.E., LLC*, 402 F. Supp. 3d 302, 307 (D.S.C. 2019) (39% fee); *Montague v. Dixie Nat'l Life Ins. Co.*, No. 3:09-CV-00687-JFA, 2011 WL 3626541, at \*2 (D.S.C. Aug. 17, 2011) (33% fee); *Temp. Servs., Inc. v. Am. Int'l Group, Inc.*, No. 3:08-CV-00271-JFA, 2012 WL 4061537, at \*8 (D.S.C. Sept. 14, 2012) (33<sup>1</sup>/<sub>3</sub>% fee); *DeWitt v. Darlington Cty., S.C.*, No. 4:11-CV-00740-RBH, 2013 WL 6408371, at \*9 (D.S.C. Dec. 6, 2013) (33<sup>1</sup>/<sub>3</sub>% fee); *see also Waters*, 190 F.3d at 1295 (11th Cir. 1999) (affirming 33 1/3% fee on a common fund of \$40 million).

Class Counsel's unopposed request for an award of one-third of the total benefit conferred is well within the range routinely accepted by courts, even in cases which involved less work and risk than was incurred here. The fee requested—\$466,666, representing exactly one-third of the \$1,400,000,000 Settlement Fund—falls squarely within this well-established range and is consistent with the Settlement Agreement. As a result, there is a presumption of reasonableness to the requested 33<sup>1</sup>/<sub>3</sub>% fee award here, which is fully supported based on the consideration of the relevant factors discussed below.

## **2. Application of the Barber Factors Confirms that this award is appropriate.**

Local Rule 54.02(A) (D.S.C.) requires that petitions for attorney's fees comply with the requirements of *Barber v. Kimbrell's, Inc.*, 577 F.2d 216 (4th Cir. 1978). Thus, in determining reasonableness, this Court is to analyze the twelve factors set forth in *Barber*: “(1) the time and

labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the attorney's opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorney's expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount in controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorneys' fees awards in similar cases." *Barber*, 577 F.2d at 226 n. 28.

Reviewing Class Counsel's efforts against the *Barber* factors confirms that Class Counsel's fee request is reasonable as a percentage of recovery to compensate Class Counsel for achieving an excellent outcome on behalf of the Class in this complex action that presented significant litigation obstacles and required substantial time and labor, all at the risk of non-payment.

*1. Time and labor expended.*

Class Counsel devoted significant time and labor prosecuting this case on behalf of the Class. Class Counsel fully litigated this case through extensive discovery and motion practice (withstanding at least four would-be dispositive motions), deposition testimony, the development of expert opinions, and a full-day mediation before agreeing to the proposed Settlement. The favorable result Class Counsel achieved on behalf of the Class resulted from Class Counsel's dedicated time and effort in pursuing this litigation, and it is fair and reasonable for Class Counsel to be compensated for that effort.

*2. Novelty and difficulty of the questions raised.*

This was a difficult case that involved complex issues of Defendant's alleged billing practices and factual and legal obstacles that made class certification and Plaintiffs' ability to

prevail on the merits uncertain. Achievement of the Settlement hinged on establishing causation and recoverable damages from each alleged release event and successfully navigating the complexities of class action litigation. These novel and complex legal and factual issues required extensive time and effort by Class Counsel, thus supporting the reasonableness of the requested fee award.

*3. The skill required to perform the legal services properly.*

A class action involving complicated and technical matters and tens of thousands of customers requires skilled counsel to represent the Class. Class Counsel's achievement in obtaining a substantial recovery in this action, vigorously defended by counsel with an exceptional level of skill, is a testament to the quality of the representation Class Counsel provided in this matter.

*4. The attorneys' opportunity costs in pressing the litigation.*

Class Counsel expended almost 1200 hours of attorney time and substantial resources over a period of more than four years investigating and prosecuting this action. The amount of time and resources required for this case impacted Class Counsel's work on their other existing cases as well as their ability to pursue new cases.

*5. Customary fees.*

While fees in complex class actions vary widely, when plaintiffs' counsel accepts a case on a contingency basis, it is customary to charge one-third (33.3%) or more of any amount recovered for the client. *Savani*, 121 F. Supp. 3d at 572. Indeed, contingency fee arrangements are customary in class action cases, and such arrangements are usually one-third or higher. *Berry v. Wells Fargo & Co.*, No. 3:17-CV-00304-JFA, 2020 WL 9311859, at \*13 (D.S.C. July 29, 2020). As such, a percentage award for attorneys' fees of 33.3% is reasonable and customary.

6. *The contingent nature of the matter/expectations at the outset of the litigation.*

As discussed, Class Counsel undertook this case on a contingent basis. “In complex and multi-year class action cases, the risks of the litigation are immense and the risk of receiving little or no recovery is a major factor in awarding attorney’s fees.” *Savani*, 121 F. Supp. 3d at 572. Knowing this risk, Class Counsel’s devotion of substantial time and expense zealously pursuing this complex case on behalf of the Class supports the requested award. *Id.*

7. *The time limitations imposed by the client or circumstances.*

Priority work that takes time away from Class Counsel’s other legal work is entitled to some premium. *McCurley*, 2018 WL 6650138, at \*5. This case involved numerous depositions, court appearances, motions, memoranda, and other filings, all subject to regular deadlines imposed by the Federal Rules of Civil Procedure, the local rules of court, and scheduling orders.

8. *The amount in controversy and the results obtained.*

“Success warranting attorney’s fees occurs when the moving party prevails ‘on any significant issue in litigation which achieves some of the benefit the parties sought in bringing the suit.’” *McCurley*, 2018 WL 6650138, at \*5 (quoting *Arvinger v. Mayor and City Council of Balt.*, 31 F.3d 196, 200 (4th Cir. 1994)). This case involved millions of dollars at issue, and the Settlement achieves a significant result for the class of \$1,400,000 in recovery.

9. *The experience, reputation, and ability of counsel.*

As this Court recognized in its preliminary approval order, Class Counsel have extensive experience in complex civil litigation and class actions, as well as considerable knowledge of the applicable law. Class Counsel submits that their experience in litigating complex cases and successfully handling class actions assisted the Class in achieving the results obtained in this matter.

*10. The undesirability of the case.*

The risks undertaken in this litigation were considerable. Indeed, Defendants' several dispositive motions developed myriad arguments that Plaintiff and the class faced significant hurdles to obtain any relief whatsoever. Moreover, Plaintiff itself was required to successfully defend against counterclaims by Defendants (which many class members may well have been also had to overcome). Finally, the possibility that Plaintiff would be liable for Defendants' attorney's fees under a fee-shifting provision of Defendants' standard agreements if the case were unsuccessful further makes this difficult case undesirable. Developing a damages model required the retention of an expert that required significant payment for his work. The risk of non-recovery was significant. Given these risks, Class Counsel undertook enormous obligations and responsibilities to pursue this matter on behalf of the Class, which likely would have deterred many other firms.

*11. Nature and length of the professional relationship between attorney and client.*

With regard to the nature and length of the professional relationship between attorney and client, Class Counsel submits that they have maintained a lengthy and excellent relationship with Plaintiff throughout the course of the litigation. All current and previous named plaintiffs assisted Class Counsel in pursuing this litigation, and there is no reason to suggest that either the current class representative or the previously proposed class representatives are dissatisfied with the representation provided by Class Counsel.

*12. Attorneys' fees awarded in similar cases.*

Class Counsel is requesting a fee based on 33% of the total value of recovery, which is well-supported by fees awarded in similar cases. *See Savani*, 121 F. Supp. 3d at 574 (39.57% of the recovery for the subclass); *Weckesser v. Knight Enters. S.E., LLC*, 402 F. Supp. 3d 302, 307

(D.S.C. 2019) (39% fee); *Montague v. Dixie Nat'l Life Ins. Co.*, No. 3:09-CV-00687-JFA, 2011 WL 3626541, at \*2 (D.S.C. Aug. 17, 2011) (33% fee); *Temp. Servs., Inc. v. Am. Int'l Group, Inc.*, No. 3:08-CV-00271-JFA, 2012 WL 4061537, at \*8 (D.S.C. Sept. 14, 2012) (33<sup>1</sup>/<sub>3</sub>% fee); *DeWitt v. Darlington Cty., S.C.*, No. 4:11-CV-00740-RBH, 2013 WL 6408371, at \*9 (D.S.C. Dec. 6, 2013) (33<sup>1</sup>/<sub>3</sub>% fee); *see also Waters*, 190 F.3d at 1295 (11th Cir. 1999) (affirming 33 1/3% fee on a common fund of \$40 million).

**3. The Lodestar Cross Check Confirms the requested fee is reasonable.**

A so-called “lodestar cross-check” is the comparison of (1) a calculation of attorney’s fees using the percentage-of-recovery method to (2) a rough or imprecise lodestar calculation. *In re: Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 482 n.7 (4th Cir. 2020). The purpose of a lodestar cross-check is to determine whether a proposed fee award is excessive relative to the hours reportedly worked by counsel, or whether the fee is within some reasonable multiplier of the lodestar. *Singleton v. Domino’s Pizza, LLC*, 976 F. Supp. 2d 665, 688 (D. Md. 2013). “[W]here the lodestar fee is used ‘as a mere cross-check’ to the percentage method of determining reasonable attorneys’ fees, ‘the hours documented by counsel need not be exhaustively scrutinized by the district court.’” *In re Royal Ahold N.V. Sec.*, 461 F.Supp.2d 383, 385 (D. Md. 2006) (quoting *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir. 2000)). To calculate the lodestar number the court multiplies a reasonable hourly rate by the number of hours reasonably expended. *Irvine v. Destination Wild Dunes Mgmt., Inc.*, 204 F. Supp. 3d 846, 850 (D.S.C. 2016). A court may presume that a percentage of recovery fee request is reasonable when it is less than the lodestar number. *McAdams*, 26 F.4th at 162; *Weckesser*, 402 F. Supp. 3d at 307 (fee request was reasonable where it was lower than the lodestar cross-check).

As discussed above, Class Counsel accepted this case on a contingency basis. Because

Class Counsel typically work under contingency fee contracts with their clients, they have no standard or established hourly rates. In this instance, it would be appropriate for the Court to utilize a blended hourly rate consistent with prevailing market rates in the area. *See In re Aqueous Film-Forming Foams Prods. Liab. Litig.*, No. 2:23-CV-3147-RMG, 2024 WL 1739709, at \*8 (D.S.C. Apr. 23, 2024) (applying blended hourly rates of \$725-\$825). Class Counsel devoted 1197 hours of attorney time in this case. Exhibit A, Declaration of Oscar M. Price, IV. The requested fee represents a blended hourly rate of \$390, which is “well below the market rates typically charged by experienced attorneys handling complex litigation in South Carolina.” Exhibit B, Declaration of Brian Duffy.

Notably, the lodestar amount does not include the time Class Counsel spent preparing this fee petition and the motion for final approval, nor does it include the time Class Counsel will spend preparing for and attending the final approval hearing or the time they will spend during the administration of the Settlement. Generally, during the settlement administration phase, class counsel will be called upon to assist class members with claims, answer questions and respond to inquiries from the claims administrator and/or the court, address any disputes with the defendants over interpretations, and monitor the settlement funds and administrative expenses. As such, even this lodestar figure does not fully capture all of the time Class Counsel will have expended in successfully resolving this action. Thus, because the proposed attorneys’ fees of \$466,666.00 are less than the lodestar number, the lodestar crosscheck confirms that the fees requested by Class Counsel are reasonable.

**B. This Court Should Approve Reimbursement of Costs and Expenses.**

Rule 23(h) provides that the Court may award “non-taxable costs” in addition to attorneys’ fees earned. “There is no doubt that costs, if reasonable in nature and amount, may appropriately

be reimbursed from the common fund.” *In re Microstrategy, Inc.*, 172 F. Supp. 2d 778, 791 (E.D. Va. 2001) (citing *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994)). Reimbursement of reasonable costs and expenses to counsel who create a common fund is both necessary and routine. *Savani*, 121 F. Supp. 3d at 576.

As set forth in Exhibit A, Class Counsel have incurred over \$75,000 in expenses related to this case, but agreed not to seek reimbursement of more than \$75,000.00. These expenses have all been paid in full by Class Counsel as of the filing of this motion. Because Class Counsel advanced these costs with no guarantee of recovery, they had a strong incentive to incur only those costs that were both reasonable and necessary to the litigation. Given the complex issues that this case involved, it was necessary for Class Counsel to engage expert witnesses to create a damages model, numerous depositions were required, and a full-day mediation session in Washington, D.C., was necessary to achieve the Settlement. Class Counsel respectfully request expense reimbursement of \$75,000.00 pursuant to Rule 23(h).

**C. This Court Should Approve The Requested Service Award.**

Finally, Plaintiff requests a class representative service award in the amount of \$35,000.00 to the class representative, which is well within the range of reasonable service awards generally approved. “Incentive awards are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Berry v. Schulman*, 807 F.3d 600, 613 (4th Cir. 2015). Plaintiff had to sit for multiple depositions, respond to extensive and multiple rounds of discovery requests, search old and voluminous files that were at multiple sites, and overcome Defendants’ counterclaims against it for alleged nonpayment that put it at risk of liability for potentially tens of thousands of dollars (including the threat of liability

for Defendant's attorney's fees). As such, the requested service award is both reasonable and appropriate.

### **III. CONCLUSION**

For the reasons set forth above, Plaintiff respectfully requests that the Court enter an Order: (1) awarding Class Counsel attorneys' fees in the amount of \$466,666 (33⅓% of the Settlement Fund); (2) approving reimbursement of litigation expenses in the amount of \$75,000; and (3) approving class representative incentive award of \$35,000. These awards are reasonable, consistent with the Settlement Agreement, supported by the applicable law, unopposed by Defendants.

Dated: September 30, 2026.

Respectfully submitted,

/s/T. Ryan Langley

T. Ryan Langley

**LANGLEY STILL & FOSS**

Federal ID No. 002537

229 Magnolia Street

Spartanburg, SC 29304

Phone: 850-222-2000

ryan@lsflawfirm.com

Paul S. Landis

**FAYSSOUX & LANDIS**

**ATTORNEYS AT LAW,  
P.A.**

209 East Washington Street

Greenville, South Carolina 29601

Phone: 864-233-0445

Fax: 864-233-4781

paul@fayssouxlandis.com

Oscar M. Price, IV

Nicholas W. Armstrong  
T. Graham Cotten  
PRICE ARMSTRONG, LLC  
1919 Cahaba Road  
Birmingham, Alabama 35223  
Phone: 205.208.9588  
oscar@pricearmstrong.com  
nick@pricearmstrong.com  
graham@pricearmstrong.com

*Attorneys for Plaintiff and Class Counsel*