



## AlaFile E-Notice

69-CV-2025-900003.00

Judge: HON. BURT SMITHART

To: JAMES MICHAEL TERRELL  
jterrell@mmlaw.net

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

TASHAUNDRA GRANGER ET AL V. PERMANENT GENERAL ASSURANCE CORP. ET AL  
69-CV-2025-900003.00

The following matter was FILED on 7/28/2025 4:50:59 PM

**C001 GRANGER TASHAUNDRA**

**C002 HAMILTON MELISA**

**C003 RUSTIN HELEN**

**C004 LANCASTER MATTHEW K.**

**C005 MASON BERNA**

MOTION FOR AWARD OF ATTORNEY'S FEES AND EXPENSES PURSUANT TO CLASS SETTLEMENT

[Filer: TERRELL JAMES MICHAEL]

Notice Date: 7/28/2025 4:50:59 PM

PAIGE SMITH  
CIRCUIT COURT CLERK  
BARBOUR COUNTY, ALABAMA  
405 EAST BARBOUR STREET  
SUITE 3, ROOM 119  
EUFAULA, AL, 36027

334-687-1500  
paige.smith@alacourt.gov



ELECTRONICALLY FILED  
7/28/2025 4:50 PM  
69-CV-2025-900003.00  
CIRCUIT COURT OF  
BARBOUR COUNTY, ALABAMA  
PAIGE SMITH, CLERK

**STATE OF ALABAMA**

Revised 3/5/08

**Cas**

Unified Judicial System

69-BARBOUR

☐ District Court ☒ Circuit Court

CV20

TASHAUNDRA GRANGER ET AL V. PERMANENT  
GENERAL ASSURANCE CORP. ET AL

**CIVIL MOTION COVER SHEET**

Name of Filing Party: C001 - GRANGER TASHAUNDRA  
C002 - HAMILTON MELISA  
C003 - RUSTIN HELEN  
C004 - LANCASTER MATTHEW K.  
C005 - MASON BERNA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

JAMES MICHAEL TERRELL  
2201 ARLINGTON AVENUE SOUTH  
BIRMINGHAM, AL 35205

Attorney Bar No.: TER015

☐ Oral Arguments Requested
**TYPE OF MOTION****Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)  
Joinder in Other Party's Dispositive Motion  
☐ (i.e. Summary Judgment, Judgment on the Pleadings,  
or other Dispositive Motion not pursuant to Rule 12(b))  
(\$50.00)  
☐ Judgment on the Pleadings (\$50.00)  
☐ Motion to Dismiss, or in the Alternative  
Summary Judgment (\$50.00)  
Renewed Dispositive Motion (Summary  
☐ Judgment, Judgment on the Pleadings, or other  
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)  
☐ Summary Judgment pursuant to Rule 56 (\$50.00)  
☐ Motion to Intervene (\$297.00)  
☐ Other \_\_\_\_\_  
pursuant to Rule \_\_\_\_\_ (\$50.00)

\*Motion fees are enumerated in §12-19-71(a). Fees  
pursuant to Local Act are not included. Please contact the  
Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0 \_\_\_\_\_

**Motions Not Requiring Fee**

- ☐ Add Party  
☐ Amend  
☐ Change of Venue/Transfer  
☐ Compel  
☐ Consolidation  
☐ Continue  
☐ Deposition  
☐ Designate a Mediator  
☐ Judgment as a Matter of Law (during Trial)  
☐ Disburse Funds  
☐ Extension of Time  
☐ In Limine  
☐ Joinder  
☐ More Definite Statement  
☐ Motion to Dismiss pursuant to Rule 12(b)  
☐ New Trial  
☐ Objection of Exemptions Claimed  
☐ Pendente Lite  
☐ Plaintiff's Motion to Dismiss  
☐ Preliminary Injunction  
☐ Protective Order  
☐ Quash  
☐ Release from Stay of Execution  
☐ Sanctions  
☐ Sever  
☐ Special Practice in Alabama  
☐ Stay  
☐ Strike  
☐ Supplement to Pending Motion  
☐ Vacate or Modify  
☐ Withdraw  
☒ Other Motion for Award of Attorney's Fees and  
Expenses Pursuant to Class Settlement  
pursuant to Rule Ala.R.Civ.P. 23 (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐

Date:

7/28/2025 4:47:55 PM

Signature of Attorney or Party  
/s/ JAMES MICHAEL TERRELL

\*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

\*\*Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
(EUFAULA DIVISION)**

**TASHAUNDRA GRANGER,  
MELISA HAMILTON, HELEN  
RUSTIN, MATTHEW K. LANCASTER  
and BERNA MASON,**

**Plaintiffs,**

**v.**

**PERMANENT GENERAL  
ASSURANCE CORP.; PERMANENT  
GENERAL ASSURANCE CORP. OF  
OHIO; THE GENERAL  
AUTOMOBILE INSURANCE  
COMPANY, INC.**

**Defendants.**

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**CASE NO.: 2025-CV-900003**

**MOTION FOR AWARD OF ATTORNEYS' FEES AND  
EXPENSES RELATED TO CLASS SETTLEMENT**

Class Counsel petitions this Honorable Court to determine and award a reasonable attorneys' fee and reimbursement of litigation expenses totaling one-third of the value of the Settlement Fund or \$2,330,000. As grounds therefore and as outlined in more detail in the accompanying Memorandum Brief and Declaration of R. Brent Irby, Class Counsel respectfully states as follows:

**1. The Nature of the Employment and the Issues Presented.**

Plaintiffs' claims are set forth in more detail in the amended complaint filed in this action. Class Counsel recognized at the outset that this case would involve complex and time-consuming litigation involving extensive investigation, discovery and review of substantial records and files. Throughout the course of this litigation, Plaintiffs' claims have been vigorously pursued by Class Counsel and vigorously resisted and contested by Defendants and their able counsel. Eventually, the parties successfully reached a settlement only after mediating this matter over several

mediation sessions which together took place over the span of ten months, the final two of which were presided over by J. Allen Schreiber.

## **2. The Measure of Success Achieved and the Value of the Employment.**

The settlement recovery represents a monetary recovery to the Class of \$7,000,000. Court approved notice of the settlement setting forth the nature of the attorneys' fees and expense request by Class Counsel was sent to the members of the Settlement Class as required by the Court's Order granting preliminary approval of the proposed settlement. The Settlement avoids the uncertainty of continued protracted litigation and the possibility of future appeals which could postpone any recovery and extend this litigation over a period of years.

## **3. The Weight of the Responsibility Assumed as a Result of the Employment.**

The weight of the responsibility assumed by Class Counsel is significant. Lyons Irby, LLC and Methvin, Terrell, Yancey, Stephens & Miller, P.C., have been primarily responsible for litigating this matter. Since litigation was initially commenced, our activities have included review and analysis of data and documents produced in this litigation, preparation and filing of pleadings, conducting appeals in Georgia and California appellate courts; discussions and meetings with Plaintiffs; numerous meetings and discussions with co-counsel to plan strategy; extensive negotiations and mediation sessions surrounding the settlement and preparation, review and edification of settlement documentation.

Class Counsel are small law firms. A significant portion of our practices over the last approximately five years have been devoted to this litigation, which in turn has resulted in our firms being unable to devote resources and efforts to other matters during this time. Further, we handled this case on a contingency basis and placed at risk a substantial amount of attorney time, resources and expenses if a successful recovery had not been achieved.

Class Counsel's fee request is also within the acceptable percentage of fees that could be awarded in a class action settlement in Alabama. Therefore, an attorneys' fee and expense award of one-third of the value of the Settlement Fund or \$2,330,000 constitutes a fair and reasonable attorneys' fee and expense award, particularly in view of the time expended and results achieved. Finally, absent the efforts of Class Counsel in this matter, it is unlikely that there would have ever been any recovery achieved on behalf of the Class Members for the claims brought in this litigation. It would not have been economically feasible or possible for numerous Class Members to individually assert and litigate these claims.

#### **4. Fee Customarily Charged in the Locality for Similar Legal Services.**

In Alabama and in the Eleventh Circuit,<sup>1</sup> "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 Condo. Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991); *see also Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) ("in a class action where the plaintiff class prevails and the lawyer's efforts result in a recovery of a fund, by way of settlement or trial, a reasonable attorney fee should be determined as a percentage of the amount agreed upon in settlement or recovered at trial."). The Settlement Fund in this case is \$7,000,000 and was obtained through the efforts of Class Counsel in this litigation.

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<sup>1</sup> Because Ala. R. Civ. P. 23 is substantially similar to Fed. R. Civ. P. 23, "Federal cases construing the Federal Rules of Civil Procedure are persuasive authority in construing the Alabama Rules of Civil Procedure, which were patterned after the Federal Rules of Civil Procedure." *Ex parte Novartis Pharms. Corp.*, 975 So.2d 297, 300 n. 2 (Ala. 2007).

**5. The Learning, Professional Experience and Reputation of the Attorneys and the Skill and Labor Requisite to the Proper Discharge of the Employment Undertaken.**

Class Counsel respectfully leaves to this Honorable Court the determination as to the learning, experience and skill employed by Class Counsel in discharging their duties to the Class in connection with this case. Class Counsel routinely handles complex litigation, including numerous class actions in federal and state courts throughout the United States, and has been appointed to serve as Class Counsel in numerous nationwide and statewide class actions representing plaintiff classes in consumer, commercial and/or insurance sales practices cases and other complex commercial litigation in state and federal courts throughout the United States.

**6. Time Consumed, Reasonable Expenses and Fee Arrangement with the Clients.**

The fee arrangement of Class Counsel was solely and exclusively contingent upon the outcome of this case. Because this case proceeded as a class action, any fee must first be determined and awarded by this Honorable Court. The litigation has been prosecuted for approximately five years during which time Class Counsel has received no compensation. Class Counsel assumed all of the risks associated with a full contingent fee arrangement and would not be entitled to any fees if the litigation resulted in no recovery or a final judgment in favor of the Defendants. Additionally, Class Counsel expended one thousand five hundred hours or more litigating this case and have incurred extensive expenses related to this litigation. Reimbursement of these expenses was also contingent on a successful recovery in this case.

**7. The Nature and Length of a Professional Relationship, the Likelihood that a Particular Employment May Preclude Other Employment, and the Time Limitations Imposed by the Client or by the Circumstances.**

This case has required the devotion of substantial time and money by Class Counsel. The time and expense devoted to this case by Class Counsel necessarily precluded employment and attention to other matters and has, from time to time, required Class Counsel to turn down offers of other employment.

**8. Conclusion.**

In conclusion, Class Counsel respectfully request that this Honorable Court award an attorneys' fee and expense award of \$2,330,000. Class Counsel respectfully submits that this is an appropriate and reasonable fee award commensurate with the guidelines established by the Alabama Supreme Court.

Dated: July 28, 2025

Respectfully submitted,

/s/ James M. Terrell

Robert G. Methvin, Jr. (MET009)

James M. Terrell (TER015)

Courtney C. Gipson (COO045)

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**CERTIFICATE OF SERVICE**

I hereby certify that on this the 28th day of July 2025, I filed the foregoing using the Alafile system, and that I have transmitted a true and correct copy of the foregoing to Counsel for Defendants:

Rik S. Tozzi  
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Hunter Ely  
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Los Angeles, CA 90071

/s/ James M. Terrell

OF COUNSEL



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
(EUFAULA DIVISION)**

**TASHAUNDRA GRANGER,  
MELISA HAMILTON, HELEN  
RUSTIN, MATTHEW K. LANCASTER  
and BERNA MASON,**

**Plaintiffs,**

**v.**

**PERMANENT GENERAL  
ASSURANCE CORP.; PERMANENT  
GENERAL ASSURANCE CORP. OF  
OHIO; THE GENERAL  
AUTOMOBILE INSURANCE  
COMPANY, INC.**

**Defendants.**

**CASE NO.: 2025-CV-900003**

**MEMORANDUM BRIEF IN SUPPORT OF MOTION FOR AWARD  
OF ATTORNEYS' FEES AND EXPENSES RELATED TO CLASS SETTLEMENT**

COMES NOW Class Counsel and respectfully submits the following Memorandum Brief in support of the Motion for Award of Attorneys' Fees and Expenses Related to Class Settlement.

**INTRODUCTION**

After almost five years of contentious and hotly contested litigation, Plaintiffs and Class Counsel were able to produce a fair and reasonable settlement for the benefit of the Settlement Class. This settlement provides a substantial monetary benefit to class members and constitutes a successful resolution to a complex and difficult case. As demonstrated herein, Class Counsel's request for an award of attorneys' fees and expenses is fair and reasonable in light of the benefit created by the settlement.

## **ARGUMENT**

### **I. THE REQUESTED AWARD OF FEES AND EXPENSES IS REASONABLE AND WARRANTED**

Through skillful and focused litigation, Class Counsel achieved a settlement that provides \$7,000,000 in monetary relief to the Settlement Class. (*See* Settlement Agreement; attached as Exhibit “1” to Motion for Preliminary Approval of Class Action Settlement). Class Counsel respectfully petitions this Honorable Court to determine and award a reasonable attorneys’ fee and reimbursement of expenses totaling one-third of the Settlement Fund or \$2,330,000. Importantly, the fee negotiations between Class Counsel and Defendants were conducted at arm’s-length, during several mediation sessions conducted by a California appellate mediator and J. Allen Schreiber and **only after** all material terms of the Settlement had been agreed upon. In addition to compensating Class Counsel for work performed up until this date, the requested attorneys’ fee also includes compensation for all future services to be performed by Class Counsel. Based upon first-hand experience, these services will require a continuing commitment of time, effort and resources.

As shown in greater detail below, Class Counsel’s request is entirely reasonable and should be approved by the Court as part of the overall Settlement of the Class claims because:

- the Settlement provides valuable monetary benefits to the Class;
- Class Counsel expended over one thousand five hundred hours prosecuting this litigation;
- substantial work remains to be done in the monitoring and implementation of the Settlement, for which Class Counsel will receive no further compensation;

- Class Counsel undertook the litigation of this matter on a completely contingent basis, advancing all expenses and accepting all risk that they could work for years and receive no compensation or reimbursement whatsoever; and
- Class Counsel's fee request here is based upon a percentage of the common fund created by the settlement and is well within the range adopted by the Alabama Supreme Court.

It was only through the efforts of Class Counsel and Plaintiffs – taken at their own risk – that \$7,000,000 in benefits were obtained for the Class. *Cf. In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at \*17 (E.D. Mich. Dec. 20, 1996) (“Absent Petitioners’ efforts, there would be no fund[s] whatsoever for distribution to class members.”).

**A. Courts Have Regularly Approved Negotiated Fee Arrangements As Part Of Class Action Settlements.**

Fee agreements between plaintiffs and defendants in class actions of this nature are encouraged where, as here, the fees are negotiated separately from and after all material terms of the settlement on behalf of the class have been agreed to by the parties. “In cases of this kind, we encourage counsel on both sides to utilize their best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney’s fees.” *Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714, 720 (5th Cir. 1974); *rev’d on other grounds*; *see also Williams v. MGM-Pathe Communications Co.*, 129 F. 3d 1026, 1027 (9th Cir. 1997) (“parties to a class action properly may negotiate not only the settlement of the action itself, but also the payment of attorneys’ fees”). The fee agreement here was negotiated only *after* all of the substantive provisions of the Settlement were determined.

In *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983), for example, the United States Supreme Court held that negotiated, agreed-upon attorneys’ fee provisions, such as the one here, are the

“ideal” toward which the parties should strive: “A request for attorney’s fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount for a fee.” *Accord In re Continental Illinois Sec. Litig.*, 962 F.2d 566, 568-70 (7th Cir. 1992) (market factors, best known by the negotiating parties themselves, should determine the quantum of attorneys’ fee); *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 829 (D. Mass. 1987) (“The authorities encourage parties situated as those herein to agree as to the amount of the counsel fees to be paid. Whether a defendant is required by statute or agrees as part of the settlement of a class action to pay the plaintiffs’ attorneys’ fees, ideally the parties will settle the amount of the fee between themselves.”).

The parties followed the recommended procedure here: Class Counsel and Defendants’ Counsel separated the issues of settlement and fees, negotiating all substantive terms of the Settlement first and deferring discussion of attorneys’ fees and expenses until after all substantive terms were in place. The fee was negotiated under market conditions: Class Counsel wished to maximize their fees to compensate, as courts encourage, for their risk, contingency, innovation and creativity; Defendants’ Counsel had a direct interest in negotiating the lowest amount their clients would be willing to pay. The result is an arm’s-length, negotiated, reasonable fee that was set by market forces. Because the fee was negotiated after all of the other material aspects of the Settlement were resolved, there is no concern that the Class Members were prejudiced.

**B. Class Counsel Are Entitled To Be Compensated For Creating A Common Benefit For the Class**

Attorneys who create a common fund or benefit for a group of persons are entitled to have their fees and costs based on the common benefit achieved. *Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) (“in a class action where the plaintiff class prevails and the lawyer’s efforts result in a recovery of a fund, by way of settlement or trial, a reasonable attorney fee should be

determined as a percentage of the amount agreed upon in settlement or recovered at trial.”); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer who recovers a common fund for the benefit of persons other than . . . his client is entitled to a reasonable attorneys’ fee from the fund as a whole. . .”). Until Plaintiffs initiated this action, Defendants did not intend to compensate Class Members for the contractual breaches alleged by Plaintiffs in their amended complaint. It was only through the efforts of Plaintiffs and their attorneys that \$7,000,000 in monetary benefits were obtained for the Class.

**1. Under The Common Benefit Doctrine, The Preferred Method of Calculating Attorneys’ Fees Is As A Percentage Of the Overall Class Benefit**

The preferred approach to calculating the amount of attorneys’ fees in common benefit cases is to award a percentage of the class benefit. *Camden I Condominium Ass’n v. Dunkle*, 946 F.2d 768, 774 (11<sup>th</sup> Cir. 1991). Compensating counsel in common benefit and common fund cases on a percentage basis makes eminently good sense. First, it is consistent with the practice in the private marketplace where contingent fee attorneys are customarily compensated on a percentage-of-the-recovery method. *In re Public Service Co. of New Mexico*, 1992 WL 278452, \*7 (S.D. Cal. July 28, 1992) (“If this were a non-representative litigation, the customary fee arrangement would be contingent, on a percentage basis, and in the range of 30% to 40% of the recovery”).

Second, it provides plaintiffs’ counsel with a strong incentive to effectuate the maximum possible recovery in the shortest amount of time necessary under the circumstances. *Duhaime v. John Hancock Mut. Life Ins. Co.*, 989 F. Supp. 375, 377 (D. Mass. 1997) (the advantage of the percentage method is that it focuses on result, rather than process, which better approximates the workings of the marketplace). Third, use of the percentage method decreases the burden imposed upon the Court by the “lodestar” method and assures that Class Members do not experience undue

delay in receiving their share of the settlement. *See In re Activision Sec. Litig.*, 723 F. Supp. 1373 (N.D. Cal. 1989).

**2. A Fee and Expense Award of One-Third is Clearly Reasonable And Warranted.**

Here, Class Counsel's request for fees and reimbursement of expenses is one-third or 33.33% of the total settlement valued at \$7,000,000. This fee request is well within the range of those historically awarded in class actions and within the guidelines adopted by the Alabama Supreme Court. *See Edelman & Combs*, 663 So.2d at 960 (Ala. 1995) (finding that attorneys' fee awards ranging from 20% to 50% of a common fund may be reasonable). Courts have traditionally looked at several factors in considering a fee and expense award. These factors include: (1) the results obtained; (2) the economics involved in the prosecution of the case; (3) the professional skill and standing of counsel; (4) the customary fee in similar cases; (5) the time and labor involved and (6) the reaction of the class. In *Hensley*, the United States Supreme Court held that the "most critical factor is the degree of success obtained." 461 U.S. at 436. Considering the substantial benefit that the class will receive, the degree of success is remarkable and is well within the customary norms in class action settlements. Accordingly, this factor warrants the fee and expense award requested by Class Counsel.

Second, Class Counsel undertook this litigation on a purely contingent basis, thereby bearing the full risk of non-recovery. *Cf. In re Rio Hair*, 1996 WL 780512, at \* 18 (recognizing risk entailed in a major investment of attorney time and financial resources over a period of nearly two years). Lost time and effort was not the only risk; Class Counsel advanced significant litigation expenses. Third, Class Counsel consists of experienced class action counsel. The Settlement is the fruit of Class Counsel's experience, reputation and ability in these types of cases. Additionally, Defendants were represented by experienced and highly skilled Counsel who

vigorously defended this action on every front. Obviously, Defense Counsel presented formidable opposition, and Plaintiffs rightly anticipated a superior caliber of legal work performed by Defense Counsel. Additionally, the magnitude and complexity of the class action litigation cannot be overstated.

### **3. Class Counsel's Fee Request is Reasonable and Properly Supported**

Class Counsel's request for fees and reimbursement of expenses is fair and reasonable. In considering an attorneys' fee request, the Eleventh Circuit held that district courts should evaluate the twelve "*Johnson* factors". *Johnson v. Georgia Highway Expr., Inc.*, 488 F.2d 714 (5th Cir.1974). These twelve factors are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability of the case"; (11) the nature and the length of the professional relationship with the client, and (12) awards in similar cases. *Johnson*, 946 F.2d at 772, n. 3. In addition to the *Johnson* factors, the Eleventh Circuit held that "other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees required by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Id.* at 775.

First, Class Counsel expended over one thousand five hundred hours litigating this case. The first action was filed approximately five years ago and was litigated continuously during that time. Plaintiffs reviewed information and documents provided by Defendants and the case was



hotly contested, including two appeals. Class Counsel respectfully submits that these efforts satisfy the first *Johnson* factor.

Second, this action was a complex, class action that involved numerous difficult questions and issues related to alleged breaches of insurance contracts and specific defenses raised by Defendants. Moreover, it is clear that Defendants hired experienced and capable counsel who thoroughly litigated this matter leaving “no stone unturned.” This second *Johnson* factor is also satisfied.

Class Counsel respectfully submits that the third and fourth *Johnson* factors are met. Prosecution of class actions requires a particular skill and experience level that is not required in some other types of cases. Class Counsel has significant experience prosecuting these types of cases and respectfully submits that their experience and skill produced the results obtained in this case. Furthermore, Class Counsel had to forego other less risky employment opportunities to pursue this litigation to conclusion.

The fifth, sixth and twelfth *Johnson* factors focus on customary fees awarded in similar cases or circumstances. Typical, “non-class” cases are handled on a contingency fee basis. Class Counsel undertook this litigation on a purely contingent basis, thereby bearing the full risk of non-recovery. *Cf. In re Rio Hair*, 1996 WL 780512, at \* 18 (recognizing risk entailed in a major investment of attorney time and financial resources over a period of nearly two years). Lost time and effort was not the only risk; Class Counsel also advanced substantial litigation expenses. Class Counsel’s fee request is within the range of customary fee awards in complex class actions.

The seventh *Johnson* factor examines the time limitations of the particular litigation. The time limitations and deadlines imposed in this case were similar to time constraints in other complex, class action cases. The eighth factor examines the results obtained by Class Counsel.

Class Counsel respectfully submits that this factor supports approval of the requested attorneys' fee. Class Counsel's efforts in this case were successful and resulted in the creation of \$7,000,000 in monetary benefits for class members.

Class Counsel will leave a finding of the next *Johnson* factor regarding their experience, reputation and expertise to the Court. The tenth and eleventh *Johnson* factors are largely inapplicable to this case. While this litigation was complex and difficult, there is no evidence that it was particularly undesirable. Also, this is the first time that Class Counsel has represented Plaintiffs and this representation has lasted approximately five years. Finally, the magnitude and complexity of this class action undertaken by Class Counsel cannot be overstated. At this time, it is not possible to judge the reaction of the Class to the Settlement because the objection deadline has not expired. After the expiration of the objection deadline and prior to the Fairness Hearing, Class Counsel intends to file a Memorandum Brief in Support of Final Approval which will address the reaction of the Class to the Settlement.

WHEREFORE, PREMISES CONSIDERED, Class Counsel respectfully requests that the Court grant the Motion for Award of Attorneys' Fees and Expenses Related to Class Settlement.

Dated: July 28, 2025

Respectfully submitted,

/s/ James M. Terrell

Robert G. Methvin, Jr. (MET009)

James M. Terrell (TER015)

Courtney C. Gipson (COO045)

**METHVIN, TERRELL, YANCEY, STEPHENS & MILLER, P.C.**

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Phone: 205-873-9138  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this the 28th day of July 2025, I filed the foregoing using the Alafile system, and that I have transmitted a true and correct copy of the foregoing to Counsel for Defendants:

Rik S. Tozzi  
**BURR & FORMAN, LLP**  
420 North 20<sup>th</sup> Street, Suite 3400  
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Hunter Ely  
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515 S. Flower Street, Suite 1812  
Los Angeles, CA 90071

/s/ James M. Terrell  
OF COUNSEL



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
(EUFAULA DIVISION)**

**TASHAUNDRA GRANGER,  
MELISA HAMILTON, HELEN  
RUSTIN, MATTHEW K. LANCASTER  
and BERNA MASON,**

**Plaintiffs,**

**v.**

**PERMANENT GENERAL  
ASSURANCE CORP.; PERMANENT  
GENERAL ASSURANCE CORP. OF  
OHIO; THE GENERAL  
AUTOMOBILE INSURANCE  
COMPANY, INC.**

**Defendants.**

**CASE NO.: 2025-CV-900003**

**DECLARATION OF R. BRENT IRBY**

I, R. Brent Irby, am over the age of twenty-one, am competent to testify and have personal knowledge of the information contained herein, declare as follows:

1. I am the principal and founding member of the law firm Irby Law, LLC, counsel of record for Plaintiffs in this matter. I am a member in good standing of the bars of the States of Alabama, Georgia, and Tennessee. Along with my co-counsel, I serve as counsel for Plaintiffs. This affidavit is submitted in support of Plaintiffs' motion for an award of attorneys' fees and expenses requested for work performed by the team of lawyers representing Plaintiffs in connection with this litigation. I have personal knowledge of the facts below and, if called upon to do so, could and would testify competently thereto.

2. This firm is Class Counsel for Plaintiffs. Class Counsel undertook the representation of Plaintiffs on a purely contingent basis and this litigation was hard-fought and adversarial.

3. Negotiations on attorneys' fees and expenses between Class Counsel and Defendants were conducted at arm's-length and were presided over by a California appellate mediator and J. Allen Schreiber, and only after all material terms of the Settlement had been agreed upon by the parties.

#### **I. Qualifications of Class Counsel**

4. My firm handles a large amount of complex litigation, including numerous class actions in federal and state courts throughout the United States. I have been appointed lead counsel or co-lead counsel in several class actions and in many nationwide class actions. Cases in which I have served as Class Counsel and in which I played a lead role include:

*Mike Allen, et al. v. Dolgencorp, LLC and Dollar General Corp.*, Case No. SUCV2020000385; Superior Court of White County, State of Georgia.

*Warren Burch and James Bodley v. Whirlpool Corporation*, Case No.: 1:17-CV-18-PLM; United States District Court, Western District of Michigan (Southern Division);

*Wendy and Nicholas Grasso v. Electrolux Home Products, Inc.*, Case No.: 8:16-cv-00911-CEH-TGW; United States District Court, Middle District of Florida (Tampa Division);

*Robert Brown v. Electrolux Home Products, Inc. d/b/a Frigidaire*, Case No.: 1:08-cv-00030-LGW-BKE; United States District Court, Southern District of Georgia (Augusta Division);

*Timmy L. Murphy v. Walgreen Co., d/b/a Walgreens*, Case No.: 2015-CV-63251; In the Superior Court of Bibb County, State of Georgia;

*Golden Eaton, Jr., et al. v. Vaughan Regional Medical Center, LLC, et al.*, Case No.: 27-CV-2014-900317.00; In the Circuit Court of Dallas County, Alabama;

*Scott A. Chambers, et al. v. Merrill Lynch & Co., Inc., et al.*; Case No.: 10-cv-07109-NRB; United States District Court, Southern District of New York;

*O'Shaughnessey Wallace v. Greene Finance Company, Inc., et al.*;

Case No.: 2007-cv-052; In the Superior Court of Quitman County, State of Georgia;

*Amber Osborne v. Rite Aid Corporation*, Case No.: 2011-cv-0685-MM; In the Superior Court of White County, State of Georgia;

*Washer & Refrigeration Supply Co., Inc., et al. v. PRA Government Services, LLC d/b/a "Revenue Discovery Systems" and/or "RDS" and/or "Alatax," et al.*; Case No.: CV-2010-903417.00; In the Circuit Court of Jefferson County, Alabama (Birmingham Division);

*Joretta Rhodes Smith, individually and on behalf of a class of Alabama citizens in Alabama Similarly situated v. CVS Pharmacy, Inc.; CVS/Caremark Corporation*; Case No.: CV-2008-900054; Circuit Court of Bullock County, Alabama;

*Eufaula Family Medicine, P.C. v. Stericycle, Inc.*; Case No. CV-2008-900066; Circuit Court of Barbour County, Alabama (Eufaula Division);

*Jimmy S. Calton, Sr. and Jim S. Calton, Jr., d/b/a Calton & Calton v. Shred-It USA, Inc.*; Case No. CV-2008-900006; Circuit Court of Barbour County, Alabama (Eufaula Division);

*Earl R. Cates, et al. v. Cooper Tire and Rubber Company*, Case No. 3:06-cv-940; United States District Court for the Northern District of Ohio (Western Division).

*Margaret Franklin v. Acceptance Insurance Agency, Inc., et al.*; Civil Action No. CV-06-000065; Circuit Court of Bullock County, Alabama;

*Annette Rush v. Village Auto Insurance Company, Inc.*; 2005-CV-107983; In the Superior Court of Fulton County State of Georgia;

*Shelly Jones and Dennis Hill v. Southland National Insurance Corporation*; Civil Action No. CV-05-0200; Circuit Court of Barbour County, Alabama (Eufaula Division);

*In Re Textile Rental Services Litigation*; Civil Action No. CV-05-019; Circuit Court of Barbour County, Alabama (Clayton Division);

*Fred Phillips, et al. v. Columbiana Bancshares, Inc., et al.*; Civil Action No. CV-03-1405; Circuit Court of Shelby County, Alabama;

*Ann Harbin, individually and d/b/a Harbin Research Services, et al.*

*v. Pitney Bowes, Inc.; Pitney Bowes Credit Corporation*; Case No. 2002-769; Circuit Court of Montgomery County, Alabama;

*In Re Allstate Insurance Company Underwriting and Rating Practices Litigation*; MDL Docket No. 3:02-md-1457 – All Cases; United States District Court Middle District of Tennessee (Nashville Division).

5. I am a member of a team of lawyers that initiated this class action case on behalf of the Class Representatives. Along with myself, Methvin, Terrell, Yancey, Stephens & Miller, P.C. serve as my co-counsel and have been involved in the litigation and settlement of these claims on behalf of the Settlement Class Members.

6. Class Counsel are not aware of any conflicts of interest that exist between them and any members of the Settlement Class and are not aware of any conflicts of interest that exist between the Class Representatives and any members of the Settlement Class.

## **II. Preliminary Investigation and Filing of the Lawsuit**

7. Prior to filing this action, counsel for Plaintiffs thoroughly investigated the facts and claims at issue, including: research and due diligence into other potentially affected insureds; due diligence and analysis into potential legal claims and defenses; research on Defendants and their related corporate entities; and case law involving similar claims; and research and analysis on issues surrounding potential recovery and damages for the claims asserted. In addition, counsel conducted extensive legal research regarding available state law claims, remedies, and class certification.

8. Plaintiffs Tashaundra Granger and Melisa Hamilton filed a nationwide class action against Defendants Permanent General Assurance Corp., Permanent General Assurance Corp. of Ohio, and The General Automobile Insurance Co. in the Circuit Court of Barbour County, Alabama, styled 69-CV-2025-900003. Plaintiffs contend that Defendants' assessment and

retention of a “short rate cancel fee” when an insured cancels coverage constitutes a breach of contract and/or an unlawful penalty which shorts insureds on premium refunds due upon cancellation. Defendants deny Plaintiffs’ allegations and deny that they have breached contracts with insureds or assessed or collected an unlawful penalty of any kind.

Similar statewide class actions were filed asserting similar claims and allegations, including *Matthew Lancaster v. Permanent General Assurance Corp.*, Case No. 34-2022-00319644-CU-BC-GDS in the Superior Court of Sacramento County, California, *Berna Mason v. Permanent General Assurance Corp.*, Case No. 20-SCCV-091602 in the State Court of Bibb County, Georgia, and *Helen Rustin v. Permanent General Assurance Corp.*, Case No. 57-CV-2024-900018 in the Circuit Court of Russell County, Alabama.

### **III. Negotiation of the Settlement**

9. The *Lancaster* action was ordered to mediation and in late October 2023, the parties in *Lancaster* began settlement discussions and scheduled sessions with mediator Ann Goyette of Griffiths Goyette. At the second mediation session with Ms. Goyette, Lancaster’s counsel (Settlement Class Counsel here) presented and discussed forthcoming statewide class actions in additional states by insureds who had retained Settlement Class Counsel, which could necessitate a need to consider a potentially broader class-wide resolution. Although the mediation with Ms. Goyette did not result in a resolution, the parties agreed to continue the mediation and further explore the potential scope of a class resolution, with Lancaster’s counsel agreeing not to initiate additional statewide class actions while these settlement discussions and considerations continued.

10. Following additional conferences, in May 2024 the parties in *Lancaster* agreed to mediate going forward with J. Allen Schrieber of Schreiber ADR in Birmingham, Alabama, and scheduled a mediation with Mr. Schrieber for September 10, 2024. The parties conducted two (2)



in-person mediation sessions with Allen Schreiber. Each of these in-person mediations were full-day sessions that were intense and extremely hard fought, with each aspect of the settlement being vigorously negotiated. Virtually every term of the Settlement was hotly contested. Ultimately, the parties confronted these issues and reached agreement when it appeared on several occasions that a settlement could not be reached. The Class Representatives were consulted by Class Counsel and agreed that the settlement was fair and reasonable.

11. After the parties ultimately reached an agreement in principle on all material terms of substantive relief for the settlement class, they began negotiating, with the input, assistance, and oversight of Allen Schreiber, the amount of attorneys' fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of service awards Defendants would pay to the Class Representatives (also subject to Court approval). At all times, the issue of attorneys' fees, costs, and class representative service awards was negotiated separately from the settlement relief to class members. Like the other negotiations, these negotiations were conducted at arm's length and with the assistance and oversight of Mr. Schreiber.

12. Following negotiations, the parties ultimately reached an agreement in principle on all issues related to the settlement, and executed a written term sheet memorializing those terms. For approximately six months, the parties negotiated the terms of the written settlement agreement. Ultimately, the Settlement Agreement (the "Agreement") was drafted, finalized and executed by the Parties on May 2, 2025. In accordance with this Court's Order granting preliminary approval of the settlement, notice was emailed or mailed to the member of the Settlement Class on July 2, 2025.

The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the parties' commitment to working

constructively toward a resolution. The proposed settlement addresses the reasonable objectives of the litigation. The exchange of information throughout the litigation and settlement process allowed the parties to sufficiently understand the relative strengths and weaknesses of their positions when fashioning the proposed settlement.

#### **IV. The Relief Afforded to the Class by the Litigation and Settlement**

13. The Settlement provides that Defendants shall create a Settlement Fund totaling \$7,000,000.00. Payments to the Settlement Class, as well as any award for attorneys' fees, reimbursement of litigation expenses or class representative incentive awards, will be paid from this Settlement Fund. In order to receive a settlement payment, members of the Settlement Class only need to complete a simple claim form. If this occurs, each member of the Settlement Class will receive its pro-rata share of the net settlement fund.

#### **V. Application for an Award of Attorneys' Fees and Reimbursement of Expenses**

14. Class Counsel expended over one thousand five hundred hours litigating the case that produced this settlement. Class Counsel performed extensive work investigating, filing and litigating this class action. Class Counsel investigated the factual claims of Plaintiffs and evaluated various state laws in order to file this action. Class Counsel developed a discovery plan and reviewed information and documents produced by Defendants; engaged in two appeals; participated in meetings and strategy sessions with Plaintiffs and co-counsel; attended formal and informal mediation sessions and spent substantial time negotiating and drafting the Settlement Agreement and the attendant pleadings required to obtain approval of this Settlement. All of these efforts directly contributed to the Settlement that provides valuable relief to members of the Settlement Class. The negotiations between the parties regarding an award of attorneys' fees were

conducted at arm's-length and only occurred after all material aspects of the class relief were agreed upon.

15. Class Counsel agreed to represent Plaintiffs on a contingency fee basis and have not been paid any fees or expenses in this litigation from Plaintiffs.

16. Through the date of the Fairness Hearing, Class Counsel and the law firms working with Class Counsel have incurred and/or will incur substantial expenses litigating this action. Class Counsel's expenses primarily encompass filing fees, legal research, postage and copying charges, mileage, mediation fees and notice and settlement administration expenses. These expenses are maintained in the books and records of Class Counsel and the law firms working with Class Counsel on behalf of Plaintiffs.

FURTHER DECLARANT SAYETH NOT.

/s/ R. Brent Irby  
R. Brent Irby