

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

LISA RANIERI and MEGAN CORNELIUS,
Individually and on Behalf of a Class of
Similarly Situated Persons,

Plaintiffs,

v.

ADVOCARE INTERNATIONAL, L.P.,

Defendants.

Case NO. 3:17-cv-00691-S

**[PROPOSED] ORDER GRANTING CLASS COUNSEL’S MOTION
FOR AN AWARD OF ATTORNEY’S FEES AND EXPENSES AND
CLASS REPRESENTATIVE’S MOTION FOR A SERVICE AWARD**

This matter having come before the Court on May 21, 2021, on Class Counsel’s Motion for an Award of Attorneys’ Fees and Expenses and Class Representative’s Motion for a Service Award (the “**Fee Motion**”); the Court, having considered all papers filed and proceedings conducted herein, having found, by separate order, the Settlement Agreement proposed by Class Counsel and the Class Representative to be fair, reasonable, and adequate, and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement dated January 25, 2021 (the “**Settlement Agreement**”), and all capitalized terms used, but not defined herein, shall have the same meanings as set forth in the Settlement Agreement.

Fees

2. The Court finds that it is customary, reasonable, and appropriate to award Class Counsel attorneys' fees and expenses out of the \$10,500,000.00 Settlement Fund created by their efforts in litigating this case.

3. The Court hereby awards attorneys' fees of 30% of the Settlement Fund, or \$3,150,000.00. The Court finds that the amount of the fees awarded is fair, reasonable, and appropriate under the "percentage of recovery" method.

4. This Court has confirmed the reasonableness of the requested fee through an analysis of the *Johnson* factors. *See Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717-20 (5th Cir. 1974), *overruled on other grounds, Blanchard v. Bergeron*, 489 U.S. 87 (1989).

Specifically:

- a. class counsel devoted substantial time and labor to prosecuting and settling this case;
- b. the case presented novel and difficult legal issues;
- c. class counsel possessed the necessary skill to effectively litigate this case;
- d. class counsel's representation of the class precluded them from expending time representing other clients;
- e. the requested 30% fee is reasonable, customary, and standard for contingency litigation in this District;
- f. the action was prosecuted entirely on a contingency fee basis and thus presented a serious risk of non-payment;
- g. the amount of the Settlement Fund created by the work of Class Counsel is impressive given the facts and applicable law;
- h. class counsel are highly qualified and are highly-experienced in class action cases and, in particular, cases involving the claims at issue in this matter;
- i. this case was undesirable given the risk of non-recovery and economics involved in prosecuting class actions;
- j. the requested fee comports with awards in similar cases; and

k. other relevant circumstances justifying the requested fee are present.

5. The record also shows that the Settlement Agreement contains no provision allowing for any particular fee award and, in fact, only places a cap of 35% on the fee award that Class Counsel might request. This eliminates any concern that the fee award requested is the product of any fraud or collusion between Class Counsel and defendant.

Expenses

6. The Court also awards Class Counsel its out-of-pocket expenses incurred in litigating this action in the amount of \$35,517.11. The Court finds that these expenses were reasonably incurred and are reimbursable from the Settlement Fund.

Service Award

7. The Class Representative has requested a service award of \$20,000 for her service on behalf of the Class. The Court finds that payment of this service award is warranted and approved in this case in light of the effort the Class Representative made on behalf of the Class, including the time she had to take away from her normal employment to litigate on behalf of the Class, and the risk she undertook as being publicly named as a plaintiff in a lawsuit against defendant.

Payment

8. The Court directs the Settlement Administrator to pay Class Counsel's fee award and expense reimbursement, and will pay the Class Representative's service award, at the time and pursuant to the method described in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2021

United States District Judge