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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

C.A. No. 2024-CP-40-05868

Tammy L. Basinger and Khaylis C. Scott, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Housing Authority of the City of Columbia a/k/a Columbia Housing Authority,

Defendant.

ORDER

THIS MATTER IS BEFORE THE COURT on the motion of Plaintiffs Tammy L. Basinger and Khaylis C. Scott for an award of attorneys' fees and reimbursement of litigation expenses incurred in this matter.

The procedural posture and factual background of this case are set forth in Plaintiff's Motion for Settlement Class Certification and Final Approval of Proposed Class Settlement and Disbursal of Class Settlement Proceeds filed November 20, 2025.

The Court, by its Order filed November 24, 2025 (the "Final Approval Order"), certified the settlement class and gave final approval to the parties class settlement agreement, memorialized in the parties' Long-Form Settlement Agreement Between Plaintiffs and Columbia Housing Authority, dated February 12, 2025 (which had previously been incorporated by reference in the Court's preliminary approval order, dated April 9, 2025) (the "Agreement") and final approval to the plan for disbursal of the settlement proceeds as set forth in the "Agreement, subject to all necessary approvals by the U.S. Department of Housing and Urban Development ("HUD"). In sum, the Court's Final

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Approval Order gives effect to the Plaintiffs' proposed class settlement with the Columbia Housing Authority that resolves globally the above-captioned matter and a related case, *Cedric T. Montgomery et al. v. Housing Authority of the City of Columbia a/k/a Columbia Housing Authority*, C.A. No. 2023-CP-40-02319 (the "*Basinger* and *Montgomery* matters" or "Matters").

As set forth in the Court's Final Approval Order, CHA's funding of the proposed class settlement and, therefore, the ultimate disbursement of settlement proceeds, including attorneys' fees and reimbursement of litigation expenses, is subject to the necessary approvals of and authorization by HUD. The parties had informed the Court prior to and at the preliminary approval hearing held on April 8, 2025, and again informed the Court prior to this November 24, 2025 final approval hearing that HUD has not yet provided such authorization, but which CHA is informed and believes is forthcoming. Plaintiffs and CHA therefore sought final approval of the proposed class settlement, and Plaintiffs, consistent with the class settlement, seek an award of attorneys' fees and reimbursement of litigation expenses, subject to all necessary HUD approvals required for the funding and disbursement of settlement proceeds as set forth in the Agreement. Should it become apparent to CHA that the necessary HUD approvals will not be received to allow for timely disbursement of the first settlement payment due thirty (30) days from the date of this Order, CHA will immediately notify the parties and the Court of same, and the parties will convene in good faith to come to agreement on any adjustments in the settlement funding/payment schedule, as warranted. In such an event, if the parties, after meeting and conferring, are unable to come to agreement on adjustment of the funding/payment schedule, then they are to notify the Court, which will then take up the issue for resolution pursuant to its continuing jurisdiction over this matter.

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LAW

The usual method for determining attorney's fees in a class action is the award of a percentage of the common fund.[1] *Lewis and Sullivan on Class Actions*, p. 67 (A. Camden Lewis & Michael G. Sullivan 2005). "Just as in individual contingency fee cases where the client agrees to compensate their attorney with a fee based on a percentage of the recovery, courts have similarly recognized that a reasonable fee for conferring monetary benefit upon a class of persons similarly situated should be based on a fair percentage of the common fund recovered." *Id* (citing *Blum v. Stevenson*, 465 U.S. 886 (1984)).

"The modern trend is toward the percentage-of-the-common-fund method, and authority now exists to support such an award in every [federal] circuit." *A Practitioner's Guide to Class Actions*, Vol. 1, p. 242 (M. Greer, ed. 2017); *Union Asset Mgmt. Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 642-44 (5th Cir. 2012) (affirming use of percentage of the common fund method in a securities class action, along with consideration of usual factors to ensure the fee was reasonable, noting it was the final federal circuit to endorse the method, and explaining the method was appropriate "because it allows for easy computation, it aligns the interest of class counsel with those of the class members and it was the method [plaintiff] chose in the retainer agreement"); *Lewis, supra*, p. 67 (stating "the majority of federal circuits that have addressed the issue favor the percentage of the fund method"). Most awards appear to fall in the range of 20 to 33 percent, with 50 percent as the maximum reasonable fee. *A Practitioner's Guide, supra*, at p. 244.

In determining the amount of reasonable attorney's fees, the Court should consider six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the

[1] The other method is the lodestar method in which the court computes fees by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate and may apply and upward or downward multiplier depending on the case.

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case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. *Jackson v. Speed*, 326 S.C. 289, 308, 486 S.E.2d 750, 760 (1997); *Glasscock v. Glasscock*, 304 S.C. 158, 161, 403 S.E.2d 313, 315 (1991); *see also* Rule 407, SCACR, Rule 1.5 (stating similar factors).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court finds and concludes that this litigation involving the *Basinger* and *Montgomery* matters brought against Columbia Housing Authority ("CHA") resulting from the emergency evacuation in January 2019 of all tenants at the 244-unit Allen Benedict Court apartment complex has lasted nearly seven years. The litigation has involved both a class action lawsuit (the *Basinger* matter) and a lawsuit in which Plaintiffs asserted individual claims against CHA (the *Montgomery* matter).

The Court finds and concludes the litigation has involved complex issues and extensive discovery related to the management and maintenance practices of CHA at Allen Benedict Court, events related to the deaths of two tenants and the emergency evacuation of 400-plus remaining tenants from the complex after it was declared unsafe and uninhabitable by City of Columbia building and fire officials, discovery related to the tenancies and factual circumstances of Plaintiffs and other former tenants who are potential class members, and extensive, mediated and arms-length negotiation of the class settlement, involving $1 million in settlement proceeds, that had been reached by the parties and finally approved by the Court.

The Court finds and concludes that Plaintiffs in the *Basinger* and *Montgomery* class are represented by capable and experienced counsel, David Proffitt and Ronald B. Cox of Proffitt & Cox, LLP. Plaintiffs' counsel accepted this representation on a contingency fee basis such that counsel risked being paid nothing had the case not been successful. The time devoted to this case

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was necessarily time that counsel could have devoted to other matters.

The Court finds and concludes that Plaintiffs' counsel has devoted considerable time and effort to this matter and has achieved a beneficial settlement. The primary objective of this litigation was to compensate some 400 tenants and family members at Allen Benedict Court for pecuniary damages they allege to have suffered as a result of having been evicted from their homes in the emergency evacuation.

The Court has considered the factors outlined in *Jackson* and *Glasscock*, i.e., (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. The Court has reviewed the affidavits of Plaintiffs' counsel and the statements of time expended and litigation expenses incurred. The Court finds and concludes that each of these factors supports the award of attorney's fees and reimbursement of litigation expenses to Plaintiffs' counsel.

The Court awards Plaintiffs' counsel an attorneys' fee of $250,000.00 (Two Hundred Fifty Thousand and No/100 Dollars), which is consistent with the Agreement and represents 25 percent of the settlement proceeds totaling $1 million under the Agreement.

The Court awards Plaintiffs' counsel reimbursement of the firm's litigation expenses incurred by class counsel in these matters as follows: $8,022.65 (Eight Thousand Twenty-Two and 65/100 Dollars) in the *Basinger* matter and $9,599.84 (Nine Thousand Five Hundred Ninety-Nine and 84/100 Dollars) in the *Montgomery* matter for a total of $17,622.49 (Seventeen Thousand Six Hundred Twenty-Two and 49/100 Dollars).

Unless otherwise agreed by the parties, CHA shall disburse these amounts directly to Plaintiffs' counsel in a manner that is consistent with the Agreement, subject to CHA first receiving

all necessary HUD approvals of the class settlement payments, which approvals are currently pending. Specifically, as set forth in the Agreement (and unless otherwise agreed to by the parties), CHA shall pay $125,000 (One Hundred and Twenty-Five Thousand and No/100 Dollars) directly to Plaintiffs' counsel as partial payment of the attorneys' fee within 30 days after the Court's final approval of the class settlement; CHA shall pay $17,622.49 (Seventeen Thousand Six Hundred Twenty-Two and 49/100 Dollars) directly to Plaintiffs' counsel as reimbursement of litigation expenses incurred within 30 days after the Court's final approval of the settlement; and CHA shall pay the remaining balance of attorneys' fees of $125,000.00 (One Hundred Twenty-Five Thousand and No/100 Dollars) directly to Plaintiffs' counsel within 180 days after the Court's final approval of the class settlement. As discussed above, the timing of these disbursements is subject to CHA first receiving all necessary HUD approvals for making the CHA class settlement payment, which approvals are currently pending. The CHA class settlement payment schedule, set forth in the Agreement, may be further adjusted by consent of the parties and/or further Court Order, as warranted by the timing of required HUD authorizations of CHA's funding discussed herein.

IT IS SO ORDERED.

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Richland Common Pleas

Case Caption: Deborah Hill , plaintiff, et al vs Housing Authority Of The City Of Columbia , defendant, et al

Case Number: 2024CP4005868

Type: Order/Costs

So Ordered

s/ Thomas W. McGee III, Judge Code 2786