

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**EARL PARRIS, JR., Individually,  
and on Behalf of a Class of Persons  
Similarly Situated,**

**Plaintiff,**

**City of SUMMERVILLE,  
GEORGIA,**

**Intervenor-Plaintiff,**

**v.**

**3M COMPANY, *et al.*,**

**Defendants.**

**Case No.: 4:21-cv-00040-TWT**

**PLAINTIFF’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES, CLASS  
NOTICE FEES, AND LITIGATION EXPENSES FOR THE CLASS  
SETTLEMENT WITH PULCRA CHEMICALS, LLC**

Pursuant to Fed. R. Civ. P. 23(h), Plaintiff Earl Parris, Jr., on behalf of the Class, seeks an award of reasonable attorneys’ fees and expenses incurred by Class Counsel in connection with representation of the Class Members in the partial settlement of this matter with Pulcra Chemicals, LLC (“Pulcra”). In the Settlement Agreement entered on January 13, 2025, Pulcra agreed not to oppose a fee and expense award of up to \$250,000. *See* Doc. 758-2, ¶ 14. Plaintiff is requesting the Court to award this total amount, which includes \$40,000 in Class Settlement Notice expenses for the Settlement Administrator, \$27,457 in litigation expenses, and

\$182,543 in attorneys' fees. The attorneys' fees are 18.2% of the common fund of \$1,000,000 created by the Settlement, which is significantly less than the 25% considered presumptively reasonable under Eleventh Circuit precedent and decisions of this Court.

In this Class Settlement with Pulcra, Class Members will benefit significantly from the Temporary Drinking Water Fund, which will provide temporary drinking water free of toxic per-and polyfluoroalkyl substances ("PFAS") to members of the Class of Summerville drinking water customers who request it. Deducting the requested attorney fee and expense award, the Temporary Drinking Water Fund will have \$750,000 available to provide temporary drinking water to Class Members. If the other class settlements with Huntsman International, LLC, and Mount Vernon Mills, Inc., and the Town of Trion, Georgia, are finally approved, this Fund will go a long way toward providing temporary drinking water to Class Members until Summerville is able to construct a permanent drinking water treatment facility to remove PFAS.

In a common fund settlement, attorneys' fees "shall be based upon a reasonable percentage of the fund established for the benefit of the class." *In re Blue Cross Blue Shield Antitrust Litigation MDL 2406*, 85 F.4th 1070, 1100 (11<sup>th</sup> Cir. 2023), quoting *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 774–75 (11<sup>th</sup> Cir. 1991). The Eleventh Circuit has held that a fee award of between 20 and

25 percent is “presumptively reasonable.” *See Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1242 (11th Cir. 2011). If the fee exceeds 25 percent, the district court must assess the reasonableness of the percentage using the 12 *Johnson* factors. *Id.* *See Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir. 1974), *abrogated on other grounds by Blanchard v. Bergeron*, 489 U.S. 87 (1989). In approving a fee that was 13% of the common fund in a class settlement, this Court recently observed that the average percentage in this Circuit is “now at or above 30%,” as ‘courts within this Circuit have routinely awarded attorneys’ fees of 33 percent or more of the gross settlement fund.’” *Callen v. Daimler AG*, No. 1:19-CV-01411-TWT, 2022 WL 22867379, at \*4 (N.D. Ga., Nov. 7, 2022).

The 18.2% fee request by Plaintiff and Class Counsel in this case is presumptively reasonable. The fee request by Plaintiff in this case is also reasonable under the *Johnson* factors, although an analysis of these factors is not required. The relevant factors are discussed below.

(1) *The time and labor required:* Class Counsel, who filed this case, have actively participated in all phases of this four-year-long litigation. They responded to the numerous motions to dismiss, which were nearly all denied by the Court. They took dozens of fact witness depositions, coordinated and participated in environmental sampling, and reviewed thousands of pages of highly-technical documents produced by Defendants. Counsel oversaw the reports of nine expert

witnesses and deposed several of Defendants' 21 experts. Class Counsel also defended Class Representative Parris' deposition, filed a Motion for Class Certification on behalf of the Class, negotiated and filed motions for preliminary approval of three Class settlements. Class Counsel and members of their firms have spent over 4,500 hours litigating this case. See Declaration of Gary A. Davis, attached as Exhibit 1.

(2) *The novelty and difficulty of the questions involved:* The novelty and difficulty of the questions involved are evidenced by the Court's 89-page decision on the motions to dismiss filed by Defendants. *See* Doc. 136. They are also evidenced by the number of expert witnesses on both sides who are expressing contrary opinions on highly scientific issues of PFAS decomposition, fate and transport of PFAS in the environment, the basis for EPA's drinking water Maximum Contaminant Limits, and the toxicity and persistence of PFAS.

(3) *The skill requisite to perform the legal service properly:* The highly technical nature of the case and the cutting-edge legal issues involved under both environmental statutes and state tort law have required a high level of skill on the part of Class Counsel.

(1) *The preclusion of other employment by the attorney due to acceptance of the case:* Class Counsel's law firms are small, and the overwhelming demands of

this case have caused them to forgo several other employment opportunities during the past four years.

(2) *The customary fee and whether the fee is fixed or contingent:* This case is being litigated on a contingent basis, and the fee requested is far less than the customary percentage in contingent cases.

(3) *The amount involved and the results obtained:* The results obtained for the Class in this partial settlement are significant. Providing temporary drinking water for class members reduces their health risk from exposure to PFAS in Summerville's drinking water and reduces their costs for obtaining substitute drinking water at their own expense.

(4) *The experience, reputation, and ability of the attorneys:* The experience of Class Counsel in other PFAS cases and in the prosecution and settlement of class actions has been a significant factor in obtaining the Settlement in this case. *See* Exhibit 1.

(5) *The "undesirability" of the case:* A case is "undesirable" when there is a risk of substantial loss and where there is a substantial commitment of time and resources required for a complex class action. Class Counsel has faced a high degree of risk of no recovery, despite the time and expenses required to prosecute the case over four years.

(6) *The nature and the length of the professional relationship with the client:* Class Counsel have represented the Class Representative Earl Parris, Jr., for over four years, and during that time have formed a close relationship with him through numerous meetings and other communications. The Temporary Drinking Water Fund has been a priority shared with Parris given the length of time this litigation has taken and the continued contamination of Summerville residents' drinking water with PFAS.

(7) *Awards in similar cases:* There are not many examples of partial class settlements for temporary drinking water in similar cases. In other cases involving PFAS contamination, a government agency has ordered the defendants to provide temporary drinking to the drinking water customers. *See e.g.* Chemours Consent Order with North Carolina Department of Environmental Quality. <https://www.deq.nc.gov/genx/2019-02-25-consent-order-file-stamped-and-fully-executed-b/download>; Saint-Gobain Performance Plastics, Corporation Consent Order with Vermont Agency for Natural Resources. <https://anrweb.vt.gov/PubDocs/DEC/PFOA/Final-Agreement-2019/3-20190408-State-v-SGPP-Consent-Order.pdf>.

In addition to the presumptive reasonableness of a less than 25% fee, Plaintiff has satisfied the *Johnson* factors for approval of the requested attorney fees and expenses. Defendant Pulcra does not object to the requested fees and expenses.

Therefore, Plaintiff requests the Court to award Class Counsel \$40,000 in Class Settlement Notice expenses for the Settlement Administrator, \$27,457 in litigation expenses, and \$182,543 in fees.

Respectfully submitted.

/s/ Gary A. Davis

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**CERTIFICATE OF COMPLIANCE**

Pursuant to Northern District of Georgia Civil Local Rule 7.1(D), the undersigned counsel certifies that the foregoing filing is prepared in Times New Roman point font, as mandated in Local Rule 5.1(C).

*/s/ Gary A. Davis*

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Gary A. Davis

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing document was electronically filed with the Clerk of Court using the CM/ECF system, which automatically serves notification of such filing to all counsel of record.

This 3<sup>rd</sup> day of April 2025.

*/s/ Gary A. Davis*

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Gary A. Davis

Attorney for Plaintiff

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
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**EARL PARRIS, JR., Individually,  
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**Case No.: 4:21-cv-00040-TWT**

**DECLARATION OF GARY A. DAVIS**

I, Gary A. Davis, being competent to provide this Declaration, do declare as follows:

1. That I make this Declaration, pursuant to the Court's final approval of the Settlement between Plaintiff and the Class Members and Pulcra Chemicals, LLC, pursuant to Rule 23(e)(1).

2. My firm and the Causby firm have been involved for over four years in the litigation of this case on behalf of Plaintiff and the Class Members. We have spent over 4,500 hours in our representation, successfully opposing multiple motions to dismiss; propounding discovery on Defendants and responding to their discovery

propounded to Plaintiff (6 sets of interrogatories with 92 total responses, 4 sets of requests for production with 72 total responses, and 3 sets of requests for admission with 31 total responses); taking dozens of depositions (including those who were deposed multiple days); evaluating millions of pages of documents; coordinating the reports of nine expert witnesses retained by Plaintiff; and participating in the depositions of several of Defendants' 21 expert witnesses.

3. At a reasonable hourly rate for experienced attorneys in this field, even if we could somehow determine hours specifically spent in litigating against Pulcra, the lodestar would significantly exceed the fee requested in the Settlement.

4. We have incurred \$40,000 in fees and expenses billed by the Settlement Administrator for serving the Class Notice on Class Members, as set out in the Declaration of Edgar C. Gentle, III.

5. We have incurred \$27,457 in litigation expenses, including filing fees, service fees, mediation fees, testing expenses, travel expenses, and deposition expenses in the prosecution of this case. We would be happy to provide the Court with a detailed accounting of those expenses if the Court would like to review them.

6. We will continue to incur time and expenses related to the prosecution of the case against the other Defendants.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

This the 3rd day of April 2025.

  
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Gary A. Davis