

IN THE UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF TEXAS  
 DALLAS DIVISION

<b>AMBER WILSON</b> , <i>individually and on behalf of all others similarly situated</i> ,	§	
	§	Civil Action No. <b>3:24-cv-01418-L</b>
	§	
Plaintiffs,	§	
	§	Consolidated with Civil Action Nos.
v.	§	3:24-cv-01421; 3:24-cv-01423;
	§	3:24-cv-01429; 3:24-cv-01435;
<b>FRONTIER COMMUNICATIONS</b>	§	3:24-cv-01441; 3:24-cv-01444;
<b>PARENT INC.</b> ,	§	3:24-cv-01468; 3:24-cv-01492;
	§	3:24-cv-01497; 3:24-cv-01501;
Defendant.	§	3:24-cv-01507; 3:24-cv-01516;
	§	3:24-cv-01517; 3:24-cv-01589;
	§	3:24-cv-01592; 3:24-cv-1671;
	§	3:24-cv-1788.

**ORDER**

Before the court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards, with Incorporated Memorandum of Law (“Motion”) (Doc. 66), filed on September 26, 2025. In this order, the court addresses attorneys’ fees. Class Counsel has requested \$1,880,000 in attorneys’ fees. Class Counsel is awarded **\$1,410,000** for attorneys’ fees, which is an **8%** reduction from the 33% originally requested. These payments shall be made out of the Settlement Fund in accordance with the Agreement.

At the Final Approval Hearing on November 18, 2025, the court expressed concerns about the amount of attorneys’ fees requested. Since the court has expressed its concerns, it has received more than ample briefing from Class Counsel on the matter; however, the cases cited by Class Counsel do not tell the full story.

According to the Joint Supplemental Declaration of Class Counsel Messrs. Jeff Ostrow, Gary Klinger, Tyler Bean, and Joe Kendall (“Class Counsel”) in Support of Plaintiffs’ Unopposed

Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards ("Declaration") (Doc. 73), the total lodestar for the firms participating in the prosecution of this case, from the beginning of the investigation to the filing of the Declaration, is \$585,025.95. Doc. 73 at 3-4. Class Counsel anticipates additional hours spent through the conclusion of the settlement process will add an additional \$40,000 to the lodestar. *Id.* at 4. Class Counsel is requesting a \$1,880,000 attorneys' fees award (33.33% of the settlement fund). *Id.*

District courts are not bound by agreements between parties as to the amount of attorneys' fees. *Strong v. BellSouth Telecommunications, Inc.*, 137 F.3d 844, 849 (5th Cir. 1998) (citations omitted). "The court must scrutinize the agreed-to fees under the standards set forth in *Johnson v. Georgia Highway Express*, 488 F.2d 714 (5th Cir.1974), and not merely 'ratify a pre-arranged compact.'" *Id.* (citations omitted). A court's review of the agreed-to attorneys' fees is a key part "of its role as a guardian of the interests of the class members." *Strong*, 137 F.3d at 850; *see also In re High Sulfur Content Gasoline Prods. Liab. Litig.*, 517 F.3d 220, 227 (5th Cir. 2008) ("In a class action settlement, the district court has an independent duty under Federal Rule of Civil Procedure 23 to the class and the public to ensure that attorneys' fees are reasonable and divided up fairly among plaintiffs' counsel.").

A two-step process is used to calculate reasonable attorney's fees. *Fessler v. Porcelana Corona De Mexico, S.A.DE C.V.*, 23 F.4th 408, 415 (5th Cir. 2022). First, the court calculates the lodestar, which is presumed reasonable. *Id.* Second, the court may enhance or decrease the amount after considering the twelve *Johnson* factors. *Id.*

The court evaluated Class Counsel's attorneys' fees request using the lodestar calculation, followed by the following 12 factors from *Johnson*, and concludes that the awarded amount is fair and within the range of reason:

(1) The time and labor required; (2) The novelty and difficulty of the questions; (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 [for similar work in the community]; (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 length of the professional relationship with the client; and (12) Awards in similar cases.

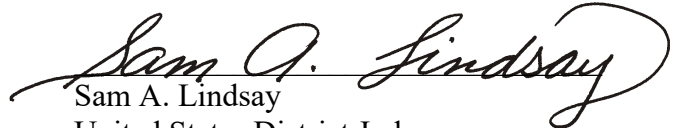
*Johnson*, 488 F.2d at 717–19. The court need not consider each factor in making its determination.

*See La. Power & Light Co. v. Kellstrom*, 50 F.3d 319, 331 (5th Cir. 1995). Each of the Johnson factors will vary, depending on the case, and rather than imposing a rigid application, the Fifth Circuit entrusts lower courts to apply those factors in view of the case’s particular circumstances.

*Brantley v. Surlles*, 804 F.2d 321, 325-26 (5th Cir. 1986).

The court’s review of the reasonableness of the requested attorneys’ fees is a crucial piece of the process. For over 25 years, the Fifth Circuit has made it unequivocally clear that a district court is not bound by the agreement of the parties as to attorneys’ fees. *Strong*, 137 F.3d at 849. After considering the lodestar and the *Johnson* factors, the court does not find the requested award of \$1,880,000 fair and reasonable; however, the court **does find** an attorneys’ fees award of **\$1,410,000—25% of the Settlement Fund**—fair and reasonable. The parties **shall** submit an amended proposed final approval order consistent with this order, making any adjustments necessary to Document 66 to incorporate the requested attorneys’ fees award as amended by the court. Once the amended proposed final approval order is filed, the court will promptly approve it. The proposed Amended Final Approval Order shall be submitted to the court by **5:00 p.m., February 13, 2026**. The court can think of no cogent and reasonable argument why an amount of \$1,410,000 in attorneys’ fees for Class Counsel—which is slightly over **2.4** times the lodestar amount—does not adequately and reasonably compensate them for the services thus performed and the \$40,000 or so they expect in additional fees to conclude the settlement process.

**It is so ordered** this 3rd day of February, 2026.

  
Sam A. Lindsay  
United States District Judge