

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

VIRGINIA IS FOR MOVERS, LLC, and
ABIGAIL MCALLISTER, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

APPLE FEDERAL CREDIT UNION,

Defendant.

Case No. 1:23-cv-00576-DJN-IDD

**PLAINTIFFS' MOTION FOR
APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS
FROM CLASS ACTION SETTLEMENT**

Plaintiffs Virginia is for Movers, LLC, and Abigail McAllister, by counsel, under Rules 23(h) and 54(d)(2) of the Federal Rules of Civil Procedure and pursuant to section 8(d)(i) of the class action Settlement Agreement and Release, ECF No. 71-1, respectfully request that, in conjunction with the final approval hearing set for June 17, 2025, at 2:00 p.m., the Court award the following amounts from the \$2,500,000.00 Settlement Fund:

1. Attorneys' fees to Class Counsel in the amount of \$845,176.67 (equal to one-third of the Value of the Settlement, comprised of the \$2,500,000 Settlement Fund plus \$35,530.00 in debt forgiveness);
2. Reimbursement of litigation expenses to Class Counsel in the amount of \$65,655.02 (the overwhelming majority of which are expert fees, deposition expenses, and mediation fees); and
3. A service award to each Class Representative in the amount of \$15,000.00 (each Class Representative was deposed and spent significant time litigating the case).

In support of this Motion, Plaintiff attaches:

- **Att 1:** Declaration of Lynn A. Toops
- **Att 2:** Proposed Order Approving Attorneys' Fees, Expenses, and Service Awards

from Class Action Settlement Fund

Plaintiff is separately filing a memorandum in support of this motion. This motion and the accompanying memo will be posted to the Settlement Website so that Class Members can review it before the objection deadline passes.

Dated: March 5, 2025

Respectfully submitted,

/s/ Devon J. Munro

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Counsel for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I certify that on March 5, 2025, a copy of the foregoing document, with attachments and exhibits set forth therein, were filed electronically. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.

/s/ Devon J. Munro
Devon J. Munro (VSB #47833)

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DECLARATION OF LYNN A. TOOPS

I, Lynn A. Toops, state:

1. I am one of the Class Counsel appointed to represent the Plaintiff and Settlement Class Members in this litigation.

2. Class Counsel have extensive experience litigating and settling bank fee class actions across the country. *See, e.g., Garrett v. Call Fed. Credit Union*, No. 3:23-cv-678-HEH, ECF No. 57 (E.D. Va. Feb. 18, 2025) (Hudson, J.) (granting final approval to \$783,920 settlement negotiated by Plaintiff’s counsel on similar bank fee claims); *Hash v. First Fin. Bancorp*, No. 1:20-cv-01321-RLM-MJD, slip op. at 5 (S.D. Ind. Nov. 22, 2021), ECF No. 92 (granting final approval to \$6.68 million settlement negotiated by Plaintiff’s counsel on similar bank fee claims); *Holt v. CommunityAmerica Credit Union*, No. 4:19-CV-00629-FJG, slip op. at 2 (W.D. Mo. Sept. 4, 2020), ECF No. 51 (same, granting final approval to \$3.08 million settlement); *Perks v. TD Bank, N.A.*, No. 1:18-cv-11176-VEC, slip op. at 1 (S.D.N.Y. Sept. 7, 2021), ECF No. 103 (same, granting preliminary approval to over \$40 million settlement); *Hill v. Indiana Members Credit Union*, No. 49D02-1804-PL-016174, slip op. at 5 (Ind. Super. Ct. Jan. 21, 2020) (same, granting final approval

to \$3 million settlement); *Terrell v. Fort Knox Credit Union*, No. 19-CI-01281, slip op. at 4 (Ky. Cir. Ct. Sept. 22, 2020) (same, granting final approval to \$4.5 million settlement); *Ingram v. Teachers Credit Union*, No. 49D01-1908-PL-035431 (Ind. Super. Ct. July 7, 2021) (same, granting final approval to \$9.55 million settlement); *Graves v. Old Hickory Credit Union*, No. 19-475- II (Tenn. Ch. Ct. Aug. 9, 2019) (same, 75% of damages); *Tisdale v. Wilson Bank & Trust*, No. 19-400-BC (Davidson Cnty. Tenn. Bus. Ct.) (same, settlement for 80% of damages); *Howell v. Eastman Credit Union*, No. C42517, slip op. at 1 (Tenn. Cir. Ct. July 16, 2021) (same, granting preliminary approval of \$3.25 million settlement); *Bowen v. Commonwealth Credit Union*, No. 19-CI-00416, slip op. at 1 (Ky. Cir. Ct. July 7, 2021) (same, granting preliminary approval of \$2.4 million settlement); *Pryor v. Eastern Bank*, No. 1984CV03467 (Mass. Super. Ct. 2022) (same, granting final approval of \$4.325 million settlement). *See also Hinton v. Atl. Union Bank*, No. 3:20-cv-00651-JAG (E.D. Va. Mar. 30, 202), ECF No. 29; *Mawyer v. Atl. Union Bank*, No. 3:21-cv-00726, ECF No. 58 (E.D. Va. Mar. 16, 2023).

3. This action has been vigorously litigated by the parties. After an unsuccessful settlement conference, the parties engaged in significant discovery. Both Plaintiffs and Apple Federal Credit Union answered interrogatories and produced documents. The two owners of Plaintiff Virginia is for Movers, LLC, were deposed, along with Plaintiff McAllister. Plaintiffs' counsel took a Rule 30(b)(6) deposition of Apple FCU, through multiple witnesses over multiple days. Apple FCU and Defendant each produced expert reports, and each side deposed the others' experts. On January 10, 2025, Apple FCU filed a motion in limine to exclude Plaintiffs' expert's opinions regarding the identity of class members and damages incurred by those class members. ECF No. 66.

4. It is Class Counsel's opinion that the settlement in this case represents an excellent result for the Class Members, consisting of a \$2,500,000 non-reversionary cash settlement fund and \$35,530 in debt forgiveness.

5. Class Counsel are routinely awarded attorneys' fees of one-third of the value of a settlement in bank fee class actions in this Court and across the country, with a cash fund and debt forgiveness included in the overall value. *See, e.g., Garrett*, No. 3:23-cv-678-HEH, ECF No. 57 (awarding class counsel one-third of value of \$783,920 comprised of \$650,000 in cash and \$133,920 in debt forgiveness); *Hinton v. Atl. Union Bank*, 3:20-cv-00651-JAG (E.D. Va. Mar. 30, 2022), ECF No. 29 (awarding Class Counsel a one-third fee in bank fee litigation); Order Gr'g Final Approval, *Holt v. CommunityAmerica Credit Union*, No. 4:19-cv-00629-FJG (W.D. Mo. Dec. 8, 2020), ECF No. 51 (same); Order Gr'g Final Approval to Class Action Settlement, *Johnson v. Elements Fin. Credit Union*, No. 49D01-2001-PL-004706 (Ind. Super. Ct. Oct. 29, 2020) (awarding Class Counsel a fee of one-third of the value of the settlement in bank fee litigation); *Terrell v. Fort Knox Fed. Credit Union*, No. 19-CI-01281 (Ky. Cir. Ct. Oct. 2, 2020) (same); *Martin v. L&N Fed. Credit Union*, No. 19-CI-002873 (Ky. Cir. Ct. Jun. 8, 2020) (same); *Graves v. Old Hickory Credit Union*, No. 19-475-II (Tenn. Chanc. Ct. Sept. 3, 2019) (same); *Tisdale v. Wilson Bank & Trust*, No. 19-400-BC (Tenn. Bus. Ct. Mar. 18, 2020) (same); *Hill v. Ind. Members Credit Union*, No. 49D02-1804-PL-016174 (Ind. Super. Ct. Jan. 21, 2020) (same); *Hawley v. ORNL Fed. Credit Union*, No. B9LA0107 (Tenn. Cir. Ct. Jun. 15, 2020) (same).

6. In litigating this action, Class Counsel advanced the following normal litigation expenses for which they have not been reimbursed:

Category	Amount
Expert Fees	\$ 29,225.00
Deposition Costs	\$ 15,036.87
Mediation Fees	\$ 12,900.13
Travel	\$ 6,973.51
Filing/Service/PHV/Court Fees	\$ 1,301.64
FedEx/Courier	\$ 160.07
PACER	\$ 38.50
Background Check	\$ 19.30
Total	\$ 65,655.02

7. Apart from Class Counsel, the Plaintiffs have amply fulfilled their duties as Class Representatives and are deserving of service awards. Because this case was litigated so vigorously, Plaintiffs were called upon in ways not normally required of the average representative to expend significant time and energy and to endure the stress of litigation—all for the benefit of the absent Class Members. Ms. McAllister and both owners of Virginia is for Movers, LLC were deposed, which not only took a significant amount of their time but is also stressful for non-lawyers. Plaintiffs also participated in extensive written and document discovery. And Plaintiffs personally participated in the settlement conference with Magistrate Judge Davis. A settlement conference with a United States federal magistrate judge can be intimidating and stressful for any nonlawyer, and that was amplified in this case because one of the Plaintiffs had to participate from bed, having just suffered an emotionally traumatic medical event. Additionally, the nature of Plaintiffs’ claims against the credit union necessarily put their finances at issue and publicly disclosed financial difficulties, creating notoriety regardless of the success of the claim. *Id.* Plaintiffs should be commended for taking action to protect the interest of thousands of credit union members who were affected by Defendant’s policies.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Dated: March 5, 2025

/s/Lynn A. Toops
Lynn A. Toops

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**[PROPOSED] ORDER APPROVING ATTORNEYS' FEES, EXPENSES, AND
SERVICE AWARD FROM CLASS ACTION SETTLEMENT FUND**

WHEREAS, the Parties in the above-captioned class action entered into a Settlement Agreement and Release;

WHEREAS, by separate Order the Court has granted final approval to the Settlement;

WHEREAS, the Settlement creates a value of \$2,535,530, comprised of a \$2,500,000 non-reversionary common fund and \$35,530 in debt forgiveness;

WHEREAS, the Class Representatives have moved for approval of payments of attorneys' fees, expenses, and service awards from the common fund;

WHEREAS, on June 17, 2025, the Court held a final approval hearing at which the Court considered the request for attorneys' fees, expenses, and service award; and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. Class Counsel is awarded attorneys' fees in the amount of \$845,176.67 (one-third

of the value of the settlement) and expenses in the amount of \$65,655.02, such amounts to be paid from the Settlement Fund in accordance with the terms of the Settlement. This award is justified given Class Counsel's expertise, perseverance, and skill; the usual rate of fees in contingent class action litigation; and, most of all, by the degree of success attained by Class Counsel on behalf of the Settlement Class Members in this action. *See Carroll v. Wolpoff & Abramson*, 53 F.3d 626, 629 (4th Cir. 1995) (holding that the "most critical factor in determining the reasonableness of a fee award is the degree of success obtained"). In addition, Class Counsel's requested expenses are made up of "those reasonable out-of-pocket expenses incurred by the attorney which are normally charged to a fee-paying client, in the course of providing legal services," and are, therefore, appropriately reimbursed. *Spell v. McDaniel*, 852 F.2d 762, 771 (4th Cir. 1988) (internal quotations omitted).

2. The Class Representatives are awarded service awards in the amount of \$15,000.00 each to be paid from the Settlement Fund in accordance with the terms of the Settlement. This award recognizes the efforts of the Class Representatives in achieving a benefit for the thousands of Settlement Class Members, and the significant effort they expended in this case by participating in discovery, being deposed, and participating in mediation. The awards are also within the range of service awards in similar cases, considering the additional efforts of the representatives here. *See, e.g., Ryals v. HireRight Sols., Inc.*, No. 3:09cv625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (\$10,000 service awards); *Manuel v. Wells Fargo Bank, N.A.*, No. 3:14CV238(DJN), 2016 WL 1070819, at *6 (E.D. Va. Mar. 15, 2016) (\$10,000 service award).

3. There being no just reason for delay, let judgment be entered.

IT IS SO ORDERED this ___ day of _____, 2025.

Hon. David J. Novak, Judge
United States District Court