



AlaFile E-Notice

69-CV-2024-900015.00

Judge: HON. BURT SMITHART

To: BUTLER THOMAS JULIAN
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

DEMETRIA WALKER V. ALFA MUTUAL INSURANCE CO.
69-CV-2024-900015.00

The following matter was FILED on 7/30/2026 10:33:05 AM

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**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
EUFAULA DIVISION**

WALKER DEMETRIA,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: CV-2024-900015.00
	)	
ALFA MUTUAL INSURANCE CO,	)	
Defendant.	)	

**ORDER APPROVING SETTLEMENT AND JUDGMENT OF DISMISSAL WITH
PREJUDICE**

Plaintiff Demetria Walker (“Named Plaintiff”) and Defendant ALFA Mutual Insurance Company (“ALFA”) or (“Defendant”), (collectively, the “Parties”) have reached a settlement in this case. Through an Unopposed Motion for Final Approval of Class Settlement, the Parties seek, among other things, that the Court (1) certify the proposed Class for Settlement purposes; (2) approve the Class Action Settlement Agreement; (3) find that notice to the Settlement Class was fair, adequate, and comported with due process; and (4) enter an order finally approving the Settlement and an order of Final Judgment of Dismissal with Prejudice. For the reasons stated below, the Motion is granted.

Named Plaintiff, individually and on behalf of the proposed Settlement Class, and ALFA, as defined in the Agreement, have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement; and

The Parties have made an application for approval of the Settlement of this Action, as set forth in the Agreement; and

On July 20, 2026, the matter of the Court's final approval of the Agreement submitted on April 10, 2026 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing,

came before the Court for consideration. Appearing on behalf of the Named Plaintiff and the Settlement Class was R. Brent Irby ("Class Counsel"). Appearing on behalf of Defendant is Tom Butler of Maynard Nexsen.

WHEREAS, Named Plaintiff, on behalf of herself and the proposed Settlement Class, and ALFA, have executed and filed the Agreement with the Court on April 10, 2026; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference, and this Order incorporates by reference the definitions in the Agreement; and

WHEREAS, the Court, on April 21, 2026, entered the Order on Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), preliminarily approving the Proposed Settlement, approving notice plan, and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Plaintiff Demetria Walker was approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement ("Notice Plan") be implemented, and scheduled a hearing to be held on July 20, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, ALFA and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Approval Hearing was held on July 20, 2026, at which all interested persons were given an opportunity to be heard; and

The Court, having read and considered the Agreement and the Exhibits thereto, and having read and considered all other papers filed and proceedings had herein, and being otherwise fully informed, and with good cause appearing;

IT IS HEREBY ORDERED:

1. This Order incorporates by reference and utilizes the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action.

3. The Complaint filed in this Action alleges generally that ALFA improperly failed to pay Purchasing Fees when adjusting total loss claims in Alabama.

4. The Court approves the Agreement, and finds the Agreement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by ALFA or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by ALFA. The settlement of this matter by ALFA, including, but not limited to, the terms and provisions of the Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against ALFA or any of the Released Persons.

5. The Court appoints Named Plaintiff Demetria Walker as Class Representative, and Normand PLLC and Irby Law, LLC, as Class Counsel.

6. The Court finds the Class Notice constituted the best notice practicable under the circumstances, by providing individual notice and email notice on two occasions to all Class Members who were identified through reasonable effort and constituted valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of Ala. R. Civ. P. Rules 23(c)(2) and 23(e) and due process.

7. The Court reaffirms and reappoints A.B. Data Ltd. as the Claims Administrator.

8. Consistent with the Agreement, the Court certifies for purposes of Settlement the following Settlement Class:

Insureds under an Automobile Insurance Policy: (1) who submitted a covered

first-party physical damage claim during the Class Period, (2) whose claim was adjusted as a total loss; and (3) whose Total Loss Settlement from ALFA did not include any and all Purchasing Fees (the "Settlement Class Members"). Excluded from the Settlement Class are (1) ALFA, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of ALFA, the Claims Administrator, the Mediator, Class Counsel, and any Judge of this Court and the Judge's staff and employees; (2) Individuals with claims for which ALFA received a valid and executed release; (3) Individuals who are both not on the Notice list and who also did not submit a valid Claim Form for payment under this Agreement; (4) Individuals who timely request exclusion from the Class; and (5) Individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Agreement is filed.

9. For purposes of Settlement, the threshold requirements and Ala. R. Civ. P. Rule 23(a)-(b) requirements for class certification are met. Plaintiff possesses Article III standing and the proposed Settlement Class is adequately defined and clearly ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, and it is not overbroad.

For purposes of Settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class, Plaintiff's claim is typical of the Settlement Class, and both Plaintiff and Class Counsel are adequate representatives of the Settlement Class. (Because Rule 23 of the Alabama Rules of Civil Procedure substantially mirrors Rule 23 of the Federal Rules of Civil Procedure, federal authority is deemed persuasive when applying Alabama's procedural rules in the context of class action litigation. *See e.g., Ex Parte American Bankers Life Assur. Co.*, 715 So. 2d 186 (Ala. 1997); *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995); *First Baptist Church of Citronelle v. Citronelle-Mobile Gathering, Inc.*, 409 So. 2d 727, 729 (Ala. 1981).) *See generally Cleven v. Mid-Am. Apartment Communities, Inc.*, 20 F.4th 171, 175 (5th Cir. 2021) *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (to certify a class, Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy must be satisfied).

10. For purposes of settlement, questions common to the class predominate over any individual questions, and class treatment is superior to alternative forms of adjudication. *See* Ala. R. Civ. Pro. Rule 23(b)(3).

11. The Named Plaintiff and ALFA have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action

with ALFA on behalf of the Named Plaintiff and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

12. In accordance with the terms of the Agreement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. ALFA's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

13. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class. The Named Plaintiff and ALFA have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on July 20, 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

14. Strong policy considerations favor settlement of disputes, including class actions. See, e.g., *Smith v. Crystian*, 91 Fed. App'x 952, 955 (5th Cir. 2004). The Court finds that both procedural and threshold requirements set forth in Ala. R. Civ P. 23(e)(2) are satisfied. First, given the extensive discovery and expert analysis and data review that occurred prior to settlement discussions, Plaintiff and Class Counsel possessed

sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims.

15. Second, the negotiations were clearly conducted at arm's length. See generally *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 486 (E.D. La. 2020) (noting presumption in favor of settlement was warranted where, among other things, it was “the product of arms-length negotiations between sophisticated parties”).

16. The claim-processing method is straightforward, requiring merely attesting to a pre-filled, postage-prepaid Claim Form. As such, Rule 23(c)(2) weighs in favor of approval.

17. Additionally, the Parties did not discuss attorneys' fees until after agreement was reached concerning the substantive terms of the Agreement and ALFA agreed to separately pay attorneys' fees and costs—meaning Class Members' recoveries will not be impacted or reduced in any way—which counsels in favor of approval.

18. In addition, there were no objections and four (4) opt outs, which is strong evidence in support of the fairness and reasonableness of the Settlement terms.

19. As such, the Court **GRANTS FINAL APPROVAL OF** the Settlement, and the Parties are hereby directed to consummate the Settlement in accordance with its terms.

20. The class claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and the Named Plaintiff and all members of the Settlement Class, the Releasing Parties, and any of their respective

heirs, executors, administrators, partners, agents, and the successors and assigns of each of them, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claim against any Released Person.

21. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Persons.

22. The Court has also considered the application for attorneys' fees and costs and for a service award to the Named Plaintiff.

23. Courts in this state consider the following factors in analyzing the reasonableness of a requested fee amount: (1) the nature and value of the subject matter of the employment; (2) the learning, skill, and labor requisite to its proper discharge; (3) the time consumed; (4) the professional experience and reputation of the attorney; (5) the weight of his responsibilities; (6) the measure of success achieved; (7) the reasonable expenses incurred; (8) whether a fee is fixed or contingent; (9) the nature and length of a professional relationship; (10) the fee customarily charged in the locality for similar legal services; (11) the likelihood that a particular employment may preclude other employment; and (12) the time limitations imposed by the client or by the circumstances." *Madison Cty. Dep't of Human. Res. v. T.S.*, 53 So. 3d 38, 54 (Ala. 2010), *Van Schaack v. AmSouth Bank, N.A.*, 530 So. 2d 740, 749 (Ala. 1988).

24. The Court finds that the requests for attorneys' fees and costs, and the service award, are consistent with the application of these factors.

25. The totality of these factors supports the requested fee and cost award of

\$450,000.00, and a service award of \$10,000.00 to the Class Representative. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Attorneys' Fees and Costs and a Service Award.

As such, it is hereby **ORDERED** and **ADJUDGED**:

26. The benefits of the Settlement are fair, reasonable, and adequate. Further, for purposes of settlement, the Settlement Class meets the requirements of Ala. R. Civ. P. 23(a) and (b)(3), and the Court therefore certifies the Settlement Class as defined in the Agreement. Finally, the requested attorneys' fees, costs, and service award are reasonable.

27. All Releasing Parties are hereby barred and enjoined from asserting any Released Claims against ALFA at any time. ALFA and the Released Parties are released from the Released Claims. This Court reserves continuing and exclusive jurisdiction over the Parties to this Agreement, including ALFA and Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

28. This Final Order and Judgment is a final and appealable order. Specifically, this Final Judgment is a final order in the Action within the meaning and for the purposes of the Alabama Rules of Civil Procedure as to all claims among ALFA on the one hand, and the Plaintiff and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

29. The Clerk of this Court is directed to enter a Final Judgment of Dismissal and close this case.

30. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

(A) Enforcing this Final Judgment, the Agreement and the Settlement;

(B) Hearing and determining any application by any Party to the

Settlement for a settlement bar order; and

(C) Any other matters related or ancillary to any of the foregoing.

DONE this 30th day of July, 2026.

/s/ BURT SMITHART
CIRCUIT JUDGE
