

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

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	)	
<b>ELTON L. JOHNSON,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CIVIL ACTION NO. 11-490-CG-N</b>
	)	
<b>VICTOR NISSAN, INC.,</b>	)	
<b>a/k/a Victor Automotive, and</b>	)	
<b>JERRY VICTOR,</b>	)	
	)	
<b>Defendants</b>	)	

**ORDER**

This matter is before the court on the supplemental motion of attorney Danny W. Crenshaw to withdraw. (Doc. 25). On July 5, 2012, this court granted Mr. Crenshaw’s motion to withdraw and noted that counsel’s supplemental motion included a motion for attorney’s fees. (Doc. 26). The Clerk was directed to forward a copy of the order as well as other recent orders to the plaintiff and plaintiff has proceeded pro se since his attorney’s withdrawal.<sup>1</sup>

Mr. Crenshaw’s motion for attorney’s fees requests that he be awarded a reasonable attorney’s fee of 33% of the amount of the settlement in this case plus the costs of mediating the case. The case was settled for the sum of \$60,000.00 prior to

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<sup>1</sup> On July 11, 2012, the plaintiff filed his pro se opposition to a motion to enforce settlement. (Doc. 28).

Mr. Crenshaw's withdrawal from the case and the total cost of mediation was \$3,106.90. Accordingly, Mr. Crenshaw seeks \$19,800.00 in fees and \$1,553.45 for plaintiff's portion of the mediation cost for a total amount requested of \$21,353.45.

The court notes that there have been no objections filed to the above requested amounts. The court also notes that this action has been pending since June 28, 2011 when it was filed in the Circuit Court of Dallas County, Alabama. The claims asserted in this case are for discrimination in employment, wrongful termination, retaliation, and breach of contract. The case was removed to this court on August 26, 2011, and the parties proceeded with discovery which was set to end on July 2, 2012. The parties mediated the case on May 16, 2012 and ultimately agreed to settle the case, executing a settlement agreement on June 21, 2012. Mr. Crenshaw represented plaintiff throughout these proceedings and moved to withdraw after the case had been settled and plaintiff and Mr. Crenshaw had a disagreement regarding his representation of plaintiff and regarding plaintiff's duty to satisfy the settlement terms. After considering the nature of the case, and time and labor that would be necessary to pursue the case and take it through mediation to settlement, the court finds that the attorney's fees and costs requested are reasonable.

Accordingly, the court hereby **GRANTS** the motion of Danny W. Crenshaw for attorney's fees (Doc. 25), and finds that Mr. Crenshaw is entitled to **Twenty-One**

**Thousand, Three Hundred Fifty-Three Dollars and Forty-Five Cents**  
**(\$21,353.45)** from the settlement funds received or to be paid in this case.

**DONE and ORDERED** this 5th day of September, 2012.

*/s/ Callie V. S. Granade*

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**UNITED STATES DISTRICT JUDGE**