Fulton County Superior Court
EFILEDAC
Date: 7/7/2025 4:24 PM
Che Alexander, Clerk

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

JAMIN WHATLEY and HENDRIXX BOURBON AND CIGAR BAR, LLC, Plaintiffs, v. HENDRIXX GROUP, LLC, MARK JONES, and SANDRETTA JONES, Defendants.	CIVIL ACTION FILE NO. 2023CV380464

FINAL JUDGMENT

Default judgment was entered against the Defendants as to Count IX, Plaintiffs' breach of contract claim, and Defendants were ordered to comply with all terms of the May 16, 2024, Settlement Agreement. (Doc. 91, filed 4/17/25). In addition, default judgment was entered against Defendants on Plaintiffs' claim for attorney's fees and litigation expenses (Count XI) to the extent that the fees and expenses were incurred in connection with the following:

1. Plaintiffs' Motion to Enforce Settlement Agreement filed June 17, 2024 (Doc. 44);
2. The August 5, 2024, hearing on Plaintiffs' Motion to Enforce Settlement Agreement;
3. Plaintiffs' Amended Complaint filed March 14, 2025, adding the breach of contract claim (Doc. 88); and
4. Plaintiffs' Second Amended Complaint filed March 31, 2025, electing their remedy (Doc. 90).

(*Id.*). Plaintiff submitted a request for a specified amount of attorney's fees and litigation expenses pursuant to the Non-Final Judgment. (Doc. 95, 4/28/25 Order for Extension of Time; Docs. 97-98, 4/30/25). Defendants timely requested a hearing on Plaintiffs' Motion for Attorney's Fees and Litigation Expenses. (Doc. 100, 5/8/25).

After considering the parties evidence and argument presented on June 30, 2025, the Court grants Plaintiff's Motion for Attorney's Fees and Litigation Expenses. At the hearing, Plaintiff

Whatley provided testimony as to Defendants' failure to disclose all outstanding liabilities for the Business. The Settlement Agreement states that:

> Defendants shall disclose all outstanding liabilities for the Business prior to the execution of the Settlement agreement and represent that there are no other outstanding liabilities of the Business not disclosed …. Any discovery of liabilities for the Business after taking over that were not previously disclosed shall result in *forfeiture of the settlement payment*. All other terms of the deal shall remain in full force and effect.

(Settlement Agreement Section 1.g.) (emphasis in original). The Court finds this provision of the Settlement Agreement is not ambiguous nor in conflict with any other provisions of the contract, and further finds that outstanding liabilities for the Business existed which were not previously disclosed by the Defendants, including — at a minimum — outstanding rent. Thus, pursuant to the Settlement Agreement, the settlement payment in the amount of $120,000.00 has been forfeited by the Defendants. (*See* Settlement Agreement Section 1.a.) ("Hendrixx Bourbon agrees to pay Defendants $120,000 lump sum …").

As for attorney's fees, Plaintiff's counsel proffered his opinion on the reasonableness of the fees and costs incurred in connection with enforcement of the Settlement Agreement. Defendants did not elect to cross-examine opposing counsel on any particular time entry or aspect of counsel's affidavit, and the proffered response of Plaintiff's counsel to Defendants' critiques did not receive an objection. The value of legal services rendered may be based on the factfinder's own judgment after "taking into consideration the nature of the services, the time required to perform them, and all attending circumstances." *Barking Hound Vill., LLC v. Monyak*, 299 Ga. 144, 154 (2016) (citing *Reserve Life Ins. Co. v. Gay*, 214 Ga. 2, 3 (1958)). While billing records are not always required, the amount must be based on more than "guesswork," and the movant must introduce some particularized evidence describing how counsel's time was spent. *4WD Parts Ctr., Inc. v. Mackendrick*, 260 Ga. App. 340, 346 (2003); *see also Whitaker Farms, LLC v. Fitzgerald Fruit Farms,*

LLC, 347 Ga. App. 381, 387 (2018) ("It is well established that a party's attorney himself is competent to testify as to his opinion on reasonable fees.") (citation modified); *Hardnett v. Ogundele*, 291 Ga. App. 241, 245 (2008) (finding "generalized and approximated proffer" insufficient in the absence of billing records or other evidence showing precisely how the attorney's time was spent).

Based on a review of the evidence and argument presented regarding attorney's fees and costs, the Court finds the Defendants' criticisms of opposing counsel's affidavit and billing records lack merit. Considering in part the highly contentious and protracted nature of these proceedings, the amount requested is reasonable, supported, and justified. Plaintiffs are awarded attorney's fees and litigation expenses pursuant to Section 11 of the Settlement Agreement in the amount of $31,680.00 ($31,005.00 + an additional $675.00 for fees associated with the hearing).

Plaintiffs are hereby awarded $31,680.00 as a final judgment under the terms the May 16, 2024, Settlement Agreement.

SO ORDERED, this 7th day of July, 2025.

Judge Scott McAfee
Superior Court of Fulton County
Atlanta Judicial Circuit

Filed and served electronically via eFile-GA and email to counsel.