

COURT OF APPEALS OF GEORGIA

Ramesh Shaha v. Tony Gentry

A21A0621 (Ga. Ct. App. June 1, 2021) · No. A21A0621 · Decided June 2, 2021

SUMMARY

The Georgia Court of Appeals affirmed an award of attorney fees and litigation expenses under Georgia's offer-of-settlement statute, OCGA § 9-11-68. The court held that the plaintiffs' rejected settlement offers exceeded the statutory threshold when compared with the \$78,000 judgment and that the claimed fees were adequately supported and reasonable. The court also held that the defendant failed to show that the offers were made in bad faith.

CASE DETAILS

COURT	Court of Appeals of Georgia
WRITING FOR THE COURT	Reese, Judge; Doyle, P. J.; Reese, J.; Brown, J.
JURISDICTION	Georgia
DECIDED	June 2, 2021
DOCKET	A21A0621
DISPOSITION	affirmed
PROCEDURAL POSTURE	After a jury awarded the plaintiffs \$78,000 in an automobile-collision action, the trial court awarded them attorney fees and litigation expenses under OCGA § 9-11-68. Shaha appealed that fee award.
STANDARD OF REVIEW	The trial court's determination whether an OCGA § 9-11-68 settlement offer was made in good or bad faith is reviewed for abuse of discretion. The reasonableness of an attorney-fee award is determined from evidence of the reasonable value of the professional services underlying the claim.
PRECEDENTIAL VALUE	Published Georgia Court of Appeals opinion; the opinion notes that Hillman, one cited authority, was physical precedent only.
PARTIES	Ramesh Shaha v. Tony Gentry, Miguel Love, Lakyndria Love

TOPICS

[offer of judgment](#)[attorney fees](#)[standard of review](#)[appellate procedure](#)[civil procedure](#)

PRACTICE AREAS

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remedies

QUESTIONS PRESENTED

1. Whether the attorney fees and litigation expenses awarded under OCGA § 9-11-68 were adequately supported and reasonable.
2. Whether the plaintiffs' settlement offers were made in good faith under OCGA § 9-11-68.

HOLDINGS

1. Because the plaintiffs' \$78,000 final judgment exceeded 125 percent of their approximately \$50,000 settlement offer, they satisfied the statutory threshold and were entitled to recover reasonable attorney fees and litigation expenses.
2. The trial court did not commit reversible error in awarding attorney fees and expenses because the plaintiffs provided adequate specifications of the work performed, the hours expended, counsel's rates, and counsel's experience.
3. The trial court did not abuse its discretion in finding that Shaha failed to prove the plaintiffs' settlement offers were made in bad faith.

KEY QUOTATIONS

“It is well-settled that an award of attorney fees is to be determined upon evidence of the reasonable value of the professional services which underlie the claim for attorney fees.” (at 2)

“The purpose of OCGA § 9-11-68, commonly referred to as Georgia’s “offer of settlement” statute, is to encourage litigants in tort actions “to make and accept good faith settlement proposals in order to avoid unnecessary litigation,” which in turn supports the State’s policy of “encouraging negotiations and settlements.”” (at 3)

“On appeal, a trial court’s ruling on whether an offer of settlement under OCGA § 9-11-68 was made in good faith is reviewed for abuse of discretion. The offeree (aggrieved party) has the burden to show the absence of good faith.” (at 4)

FACTUAL BACKGROUND

The plaintiffs each offered to settle the automobile-injury action for \$16,666.67, or approximately \$50,000.01 collectively. Shaha rejected the offers, and the plaintiffs later obtained a \$78,000 final judgment after a jury trial. The plaintiffs submitted affidavits documenting 75 hours of legal work after rejection of the offers, including 38 hours attending trial, along with counsel's hourly rates and experience. The plaintiffs also presented evidence that the offers bore a reasonable relationship to their approximate medical expenses and the applicable insurance-policy limit.

PROCEDURAL HISTORY

The plaintiffs sued Shaha in 2014 for injuries sustained in an automobile collision. After settlement offers were rejected, a jury trial resulted in a \$78,000 verdict and judgment for the plaintiffs; this Court affirmed that judgment. The trial court then awarded the plaintiffs attorney fees and litigation expenses under OCGA § 9-11-68, and Shaha appealed the award. The Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Great West Cas. Co. v. Bloomfield, 313 Ga. App. 180, 181 (721 SE2d 173) (2011)
- Ga. Dept. of Corrections v. Couch, 295 Ga. 469, 483 (3) (a) (759 SE2d 804) (2014)
- Couch, 295 Ga. at 471 (1) (b)
- Anglin v. Smith, 358 Ga. App. 38, 40 (853 SE2d 142) (2020)
- Canton Plaza v. Regions Bank, 325 Ga. App. 361, 363-364 (3) (749 SE2d 825) (2013)
- Hillman v. Bord, 347 Ga. App. 651, 655 (2) (820 SE2d 482) (2018) (physical precedent only)
- Cohen v. The Alfred & Adele Davis Academy, 310 Ga. App. 761, 762-763 (1) (714 SE2d 350) (2011)