

Firm Ensures Unsuccessful Defendant Cannot Recover Attorney's Fees

The Robbins Firm successfully defended against a motion for attorney's fees seeking in excess of \$150,000 in a recent Fulton County Superior Court matter. The firm's client, the Plaintiff, was a former employee and partner of a business that had wrongfully forced her out of her position at the company. The Defendants, Plaintiff's former company and its owner, sought recovery of their attorney's fees despite Plaintiff earlier securing an almost \$250,000 judgment against the company for breach of contract. Because Defendants had previously made an offer to settle Plaintiff's related tort claims for a nominal amount pursuant to O.C.G.A. § 9-11-68—which allows a defendant to recover fees where “the final judgment obtained by the plaintiff is less than 75 percent of such offer of settlement”—Defendants argued that they were entitled to recover their attorney's fees despite Plaintiff's victory at trial on the contract claim. The Court rejected Defendants' argument, however, and instead agreed with the Robbins Firm's attorneys that the statute's use of the term “final judgment” plainly and unambiguously means the entire judgment of the action as entered by the Court.

For more information, please contact Richard Robbins.