STATE OF NORTH CAROLINA

COUNTY OF JONES

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE No.: 21 CvS 134-510

CAROLINA LEASE MANAGEMENT GROUP, LLC,

Plaintiff,

v.

CHARLES GREENE,

Defendant.

CHARLES D. GREENE, *on behalf of himself and all others similarly situated,*

Counterclaimant,

v.

CAROLINA LEASE MANAGEMENT GROUP, LLC,

Counterclaim Defendant.

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

THIS CAUSE comes before this Court on Class Representative's Charles D. Greene's ("Defendant" or "Mr. Greene" hereinafter) Motion for Final Approval of Class Action Settlement and Entry of Final Judgment, filed on January 8, 2026 ("Final Approval Motion"), and Motion for Attorneys' Fees and Expenses and Class Representative Service Awards, filed on December 18, 2025 ("Fee Motion").

On January 22, 2026, this Court held a hearing on the Final Approval Motion and Fee Motion. After reviewing all submissions and hearing argument, and as set

forth in more detail below, the Court is satisfied that the Class meets the requirements of Rule 23; that the Settlement is fair, reasonable, and adequate; that the Notice Plan has met all requirements, including the requirements of due process; and that the requested attorneys' fees and expenses and Class Representative service award are fair and reasonable.

Therefore, this Court GRANTS the Final Approval Motion, CERTIFIES the Settlement Class as defined below for settlement purposes only, GRANTS the Fee Motion, and ENTERS Final Judgment.

BACKGROUND TO THE CASE

1. Plaintiff/Counterclaim-Defendant Carolina Lease Management Group, LLC ("CLMG") is a limited liability company that leases portable storage sheds to consumers in North Carolina through "rent-to-own" contracts. Defendant/Counterclaim-Plaintiff Charles Greene had entered into a "rent-to-own" agreement with CLMG for a portable storage shed.

2. This action commenced on January 13, 2021, when CLMG sued Mr. Greene in the Small Claims Division of Jones County District Court to recover possession of a storage shed it contended that Mr. Greene has not made the required payments for pursuant to the Agreement. The magistrate awarded possession of the portable storage shed to CLMG. Mr. Greene then timely appealed the case to the Jones County District Court. Mr. Greene denied that CLMG was entitled to possession and asserted counterclaims and, on April 8, 2021, asserted class counterclaims asserting various claims under North Carolina's Retail

Installment Sales Act (RISA), Unfair and Deceptive Trade Practices Act (UDTPA) under Chapter 75 of the General Statutes, and violations of North Carolina's Debt Collection Act (DCA).

3. This action was transferred to the Superior Court for Jones County and the undersigned was assigned by the Chief Justice of the North Carolina Supreme Court to oversee these proceedings pursuant to Rule 2.1 of the North Carolina General Rules of Practice.

4. On March 10, 2022, a sister case raising issues substantially similar to the issues in this case was filed in the Superior Court for Craven County and then removed to the United States District Court for the Eastern District of North Carolina, *Bland, et al. v. Carolina Lease Management Group, LLC, CTH Rentals, LLC, and Old Hickory Buildings, LLC*, 4:22-CV-33-BO (E.D.N.C.).

5. The parties vigorously litigated these cases for more than five years, including an appeal to the United States Court of Appeals for the Fourth Circuit, as well as substantial motions practice and discovery disputes in both cases and engaging in court-ordered mediation in the federal case.

6. In March and early April 2025, after exchanging written discovery and producing thousands of pages of relevant documents and deposing corporate representatives of CLMG and other persons affiliated with CLMG, the parties began an arms'-length negotiation process which resulted in the Setttlement Agreement attached as Exhibit A to Mr. Greene's Motion for Final Approval. In order to resolve both this action and the *Bland* action, Settling Defendants agreed to

pay $8 million to be allocated between the two cases in proportion to the amounts paid by the members of the two classes and to cancel $669,522.33 CLMG claimed it was still owed by the members of both classes.

7. Under the terms of the Settlement Agreement, CLMG will pay $1,001,671.13 to the Settlement Class in this case. In addition, CLMG has agreed to cancel debt still claimed owing as noted above.

8. Under the terms of the Settlement Agreement, each Verified Class Member will receive a *pro rata* distribution from the Settlement Fund based on the amount each Verified Class Member paid to CLMG during the Class Period. After deducting the amounts requested for attorneys' fees and expenses, the estimated costs of the Settlement Administration, and service award to the Class Representative, it is estimated that $633,836.66 will be distributed to the Class Members.

9. Mr. Greene sought a preliminary approval of the class action settlement in this action on July 29, 2025, and this Court granted preliminary approval on September 22, 2025.[1]

10. Thereafter, members of the Class were provided notice, as set forth in the approved Notice Plan. Ninety-seven percent of the Class Members received actual notice of the Settlement by first class mail.

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[1] The settlement in *Bland, et al. v. Carolina Lease Management Group, LLC, et al.*, 4:22-CV-33-BO was finally approved on November 7, 2025, contingent on this Court finally approving the settlement in this action.

11. Pursuant to the Court's Preliminary Approval Order, Class Counsel timely filed a Motion for Attorneys' Fees and Expenses and Class Representative Service Award on December 18, 2025.

12. The deadline for objections and requests for exclusion from the Settlement has passed. No Class Members objected to or sought exclusion from the Settlement.

APPROVAL OF THE SETTLEMENT AND CERTIFICATION OF CLASS

13. In evaluating whether to give final approval to a class action settlement, courts follow a two-step process that examines whether the proposed class satisfies Rule 23 of the North Carolina Rules of Civil Procedure, and whether the settlement is "fair, reasonable, and adequate." *See, e.g., Nakatsukasa v. Furiex Pharms., Inc.*, No. 14 CvS 6156, 6955, 2015 WL 4069818 (Wake Cty. Sup. Ct. July 1, 2015); *Elliott v. KB Homes N. Carolina, Inc.*, No. 08 CVS 21190, 2017 WL 1499938, at *5 (N.C. Super. Apr. 17, 2017) (citing *Ehrenhaus v. Baker*, 216 N.C. App. 59, 73, 717 S.E.2d 9, 19 (2011)).

I. Final Certification of the Settlement Class

14. Rule 23 of the North Carolina Rules of Civil Procedure authorizes class action lawsuits. Rule 23 states that "[i]f persons constituting a class are so numerous as to make it impracticable to bring them all before the court, such of them, one or more, as will fairly insure the adequate representation of all may, on behalf of all, sue or be sued." N.C. Gen. Stat. 1-1A, Rule 23, *McMillan v. Blue Ridge Companies, Inc.*, 379 N.C. 488, 492, 866 S.E.2d 700, 704 (2021). "The party seeking

to bring a class action under Rule 23(a) has the burden of showing that the prerequisites to utilizing the class action procedure are present." *Id.* at 492, 866 S.E.2d at 704 (quoting *Crow v. Citicorp Acceptance Co.*, 319 N.C. 274, 282, 354 S.E.2d 459, 465 (1987) (footnote omitted)).

15. As an initial matter, the class representatives must demonstrate the existence of a class. *Id.* at 492, 866 S.E.2d at 704 (citing *Crow*, 319 N.C. at 277, 280-81, 354 S.E.2d at 462, 464). A proper class exists "when the named and unnamed members each have an interest in either the same issue of law or of fact, and that issue predominates over issues affecting only individual class members." *Id.* at 492, 866 S.E.2d at 704 (quoting *Fisher v. Flue-Cured Tobacco Coop. Stabilization Corp.*, 369 N.C. 202, 209, 794 S.E.2d 699, 706 (2016)).

16. In addition to establishing the existence of a proper class, "the class representatives must show: (1) that they will fairly and adequately represent the interests of all members of the class; (2) that they have no conflict of interest with the class members; (3) that they have a genuine personal interest, not a mere technical interest, in the outcome of the case; (4) that they will adequately represent members outside the state; (5) that class members are so numerous that it is impractical to bring them all before the court; and (6) that adequate notice is given to all class members." *Id.* at 492, 866 S.E.2d at 704-05 (cleaned up).

17. When all the prerequisites are met, "it is left to the trial court's discretion whether a class action is superior to other available methods for the adjudication of the controversy.'" *Id.* at 492-93, 866 S.E.2d at 705 (cleaned up).

18. The Court finds that the Settlement Class satisfies all the prerequisites for certification under Rule 23.

a. Existence of a Class

19. Mr. Greene has sufficiently demonstrated the existence of a class. Each class member shares several common issues of law or fact pertaining to CLMG's alleged violations of North Carolina's RISA, UDTPA, and DCA and these common issues predominate over any individualized issues.

20. All class members allegedly suffered the same common injury: having been subjected to debt collection activities for a debt or for an amount that was not due or unauthorized under North Carolina law. Mr. Greene alleges that this common class-wide injury derives from CLMG's use of a standardized form rent-to-own agreement and through CLMG's standardized and uniform practices. As a result, each class member's claims would rise or fall on the Court's class-wide resolution of the issues of statutory interpretation and contract interpretation as to whether CLMG's rent-to-own agreements are subject to RISA's requirements and whether the terms of such violate RISA, constitute an Unfair and Deceptive Trade Practice and constitute violations of the Debt Collection Act.

21. The Court concludes that resolution of these common statutory issues would drive the resolution of the class claims and would predominate over any individualized issues.

b. Adequacy of the Class Representative & Class Counsel

22. Based on the record before the Court, the Court hereby finds that Charles D. Greene is an adequate representative of the Settlement Class and that Adrian M. Lapas of Lapas Law Office and Charles M. Delbaum and Jennifer S. Wagner of the National Consumer Law Center are adequate and qualified as Class Counsel.

23. Mr. Greene has a genuine personal interest in the outcome of the action, as he was subject to the same alleged violations as other members of the class and shares the same claims.

24. There are no conflicts of interest between Mr. Greene and the unnamed class members and he will be treated the same as the unnamed class members by the terms of the Settlement.

25. Proposed Class Counsel are well versed in the law and in consumer class actions, have no conflicts with the Class, and are qualified to represent the Class's interests.

26. There have been no challenges to the adequacy of Mr. Greene or his counsel to represent the Class.

c. Numerosity

27. Based on the record before the Court, the number of class members totals 3,811 persons. The Court concludes that it would be impracticable to bring all 3,811 class members before the Court.

d. Adequacy of Class Notice

28. The Settlement Class has been notified of the Settlement pursuant to the Notice Plan approved by this Court on September 22, 2025. After having reviewed the Declaration of Mark Unkefer of American Legal Claims Service, LLC, attached as Exhibit D to Mr. Greene's Motion for Final Approval, the Court hereby finds that the notice was accomplished in accordance with the Court's directive. The Court further finds that the notice program constituted the best practicable notice to the Settlement Class under the circumstances and fully satisfies the requirements of due process.

e. Superiority

29. The Court, in its discretion, finds that certifying the Settlement Class is superior to other methods for the adjudication of the controversy. Certifying the class would effectuate the Settlement and thereby provide substantial and immediate benefits to 3,811 class members.

30. Accordingly, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, the Court grants final approval to and certifies the following Class for purposes of settlement:

> All persons residing in North Carolina who entered into a "Rental Purchase and Disclosure Statement" with Carolina Lease Management Group, LLC, for personal property in a form substantially similar to the form contracts that Carolina Lease Management Group, LLC entered into with Charles Greene (exemplar attached as Exhibit D to the Settlement Agreement), and from whom Carolina Lease Management Group, LLC sought to collect payments on such an Agreement on or after April 8, 2017, and prior to March 10, 2018.
>
> Any Judge or Magistrate presiding over this action and members of their families are excluded from this definition.

31. The Verified Settlement Class, who will be bound by the Settlement, is hereby defined as all persons falling within the certified Class as set forth in the prior definition who (a) have not timely and validly excluded themselves (i.e., opted out) from the Settlement and (b) who have been determined to have a valid address and/or method of payment through the Notice Plan. As set forth in the Declaration of the Settlement Administrator, there are 3,811 members of the Verified Settlement Class.

32. In its Preliminary Approval Order, the Court appointed Charles D. Greene as Class Representative and the following attorneys as Class Counsel: Adrian M. Lapas and Charles M. Delbaum and Jennifer S. Wagner of the National Consumer Law Center. The Court hereby confirms these appointments for purposes of final certification of the Settlement Class.

II. Final Approval of the Settlement

33. The Court next looks at the Settlement to determine whether it is "fair, reasonable, and adequate." *Ehrenhaus v. Baker*, 216 N.C. App. 59, 73, 717 S.E.2d 9, 19 (2011).

34. It is long settled that "compromises of disputed claims are favored by the courts." *Williams v. First Nat'l Bank of Pauls Valley*, 216 U.S. 582, 585 (1910); *Fisher v. John L. Roper Lumber Co.,* 183 N.C. 485, 111 S.E. 857, 859 (1922), *North Carolina Baptist Hospitals, Inc. v. Mitchell*, 323 N.C. 528, 533, 374 S.E.2d 844, 846 (1988). "This preference for settlement applies to class actions." *Ehrenhaus v. Baker,* 216 N.C. App. 59, 72, 717 S.E.2d 9, 19 (2011). Though settlements are

preferred, "the legal system's preference for settlement must be tempered somewhat in the class action context because settlement of a class suit uniquely requires judicial approval." 4 Newberg and Rubenstein on Class Actions, § 13.44 (6th ed.); N.C. R. Civ. P. 23(c), *see also, Drazen v. Pinto*, 101 F.4th 1223, 1253 (4th Cir. 2024) ("Under Rule 23(e), the district court acts as fiduciary who must serve as a guardian of the rights of absent class members.").

35. North Carolina courts generally follow the federal courts in considering the propriety of a class action settlement. *Ehrenhaus,* 216 N.C. App. at 73, 717 S.E.2d at 19. In this vein, courts are chiefly concerned with two factors: (1) "the likelihood the class will prevail should litigation go forward and the potential spoils of victory, balanced against the benefits to the class offered in the settlement"; and (2) the class's reaction to the settlement." *Id.* at 74, 717 S.E.2d at 20. The opinion of experienced counsel is also given weight. *Id.* at 83, 717 S.E.2d at 31.

36. As to the first factor, the Court notes that Mr. Greene would face several risks that would threaten the ability of the class members to obtain any recovery if this action were to proceed. Before any decision could be rendered on the merits of the class claims, CLMG would have the right to appellate review of the class certification order. Over the course of this case, CLMG has raised issues pertinent to class certification and the propriety of such. Further, the key issues pertaining to the merits would face a *de novo* review on appeal and there are no binding precedents on these issues. Thus, the appeal of class certification and the merits could take years and would have uncertain outcomes.

37. Balanced against this background and risks are the benefits offered to the Settlement Class. The Settlement Class members stand to receive a substantial cash payment without submitting a claim and, if a class member still owes CLMG money under the rent-to-own agreement, the purported debt will be cancelled. Moreover, almost 99% of the members of this Settlement Class are also members of the *Bland* Settlement Class and will receive a distribution from that settlement fund once this Court approves the Settlement Agreement now before it.

38. Therefore, this Court finds that the Settlement achieves a tangible and significant result for each class member while avoiding years of additional, protracted litigation that could potentially have resulted in no relief whatsoever for class members. This factor weighs in support of approval of the Settlement.

39. As to the second factor, the response of class members to the Settlement also supports final approval. According to the Settlement Administrator's declaration, class notice was successfully mailed to 97 percent of class members, which exceeds other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines. *See* FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010) at 3 (noting that average reach of approved notice plans was 87 percent of class). The class notice provided information regarding the key terms of the Settlement and informed members of the class how to opt-out of the Settlement or object and made clear that objections must be received by January 2, 2026, and exclusion

requests must be made by January 7, 2026, which was over eighty-five days after ALCS caused the notice to be mailed.

40. According to the Settlement Administrator's declaration, as of January 8, 2026, not a single class member had requested exclusion from the Settlement Class and no objections had been filed with the Court or submitted to counsel.

41. The Court finds that the total lack of opt-outs and objections strongly supports the fairness, reasonableness, and adequacy of the Settlement. *See Ehrenhaus*, 216 N.C. App. at 92, 717 S.E.2d at 31 ("Provided there has been adequate notice of the terms of a settlement, a dearth of objections may indicate a settlement is fair." (omitting citations)).

42. The opinions of experienced counsel in this case provide further support for final approval. *See Ehrenhaus*, 216 N.C. App. at 93; 717 S.E.2d at 31 ("[T]he opinion of experienced and informed counsel is entitled to considerable weight."). Class Counsel have decades of experience litigating on behalf of consumers and are uniquely positioned to evaluate the strengths of the class claims and the benefits of the Settlement. Class Counsel has represented that they believe the settlement to be fair, reasonable, and adequate.

43. The Court concludes, in its discretion, that the Settlement is fair, adequate, and reasonable, and in the best interests of the Settlement Class and thereby merits final approval under Rule 23 of the North Carolina Rules of Civil Procedure.

III. ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARD

44. Class Counsel filed a Fee Motion on December 18, 2025, seeking an award of attorneys' fees and expenses of $330,551.47, including expenses as of the date of the Fee Motion of $5,796.72. A service award of at least $10,000 is requested for Charles D. Greene as the Class Representative.

45. The Fee Motion is not opposed by CLMG and no class member filed an objection to Class Counsel's requested attorneys' fees and expenses nor to the requested service award for the Class Representative.

a. Percentage of Common Fund

46. Class Counsel seek payment of attorneys' fees and have included their expenses in their request as a percentage of the "common fund" created through the prosecution of this action. The North Carolina Court of Appeals has long recognized the equitable basis for awarding attorney fees out of a common fund obtained for the benefit of a class. *See Ehrenhaus*, 216 N.C. App. at 94, 717 S.E.2d at 32.

47. While North Carolina's appellate courts have not addressed the standard for determining the reasonableness of attorneys' fees awards where counsel obtained a "common fund," the North Carolina Business Court has articulated the following standard that has been followed by North Carolina trial courts:

> In common fund cases, the North Carolina trial courts have routinely adopted a multiple factor or hybrid approach to determining attorney fees which uses both the percentage of the fund method and the lodestar method in combination with a

> careful consideration of the fee factors set forth in the Rules of Professional Conduct of the North Carolina State Bar.

Long v. Abbott Labs., No. 97-CVS-8289, 1999 WL 33545517, at *5 (N.C. Super. July 30, 1999); *Weddle v. WakeMed Health and Hosp.*, No. 22 CvS 13860, 2025 WL 3205418, at *5 (N.C. Super. Wake Cty. Nov. 17, 2025). The multiple factor or hybrid approach thus examines (1) whether the percentage of the common fund requested is within an accepted range and appropriate based on the actual benefits achieved ("percentage of fund" method); (2) how the actual hours spent on the case compares with the amount of fees sought ("lodestar cross-check"); and (3) whether the fee is reasonable based on the factors set forth in Rule 1.5 of the North Carolina Rules of Professional Conduct. *Id.*

48. The requested attorneys' fees of $330,551.67, which includes counsel's expenses of $5,796.72, represents 32.43% of the settlement fund. The Court finds that this request is reasonable and appropriate as a percentage of the common fund obtained for the class. Cases in North Carolina and the Fourth Circuit routinely find that attorneys' fees representing 33 1/3% of the common fund are reasonable. *See Byers v. Carpenter*, No. 94-4489, 1998 WL 34031740 (N.C. Super. Wake Cty. Jan. 30, 1998) (approving request of $1,166,666.66 which was approximately 33 1/3% of the common fund); *Meritage Homes of Carolinas, Inc. v. Town of Holly Springs,* No. 20 CvS 014511, 2023 WL 9106696, at *2 (N.C. Super., April 11, 2023) (granting Class Counsel's request for attorneys' fees in the amount of one-third of the $7.5 million common fund).

49. Class Counsel's requested attorneys' fees are not only within the typical range approved by North Carolina courts in common fund cases but are also justified by the actual benefits achieved on behalf of the 3,811 class members. The fees are also justified by the challenges and risks faced by Class Counsel in pursuing the case, including complex and uncertain legal questions as to the claims on the merits, as well as the certification of the class; the potential for appellate review of both the merits and certification rulings; and the vigorous defense posed by opposing counsel.

b. Lodestar Cross-Check

50. The requested attorneys' fees are also reasonable based on Class Counsel's lodestar. A "lodestar" figure is calculated by "multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate." *Dennis v. Columbia Colleton Med. Ctr., Inc.*, 290 F.3d 639, 652 (4th Cir. 2002).

51. Class Counsel expended more than 877.8 hours in attorney time and 31.2 hours in paralegal time up through the Fee Motion in the preparation for and prosecution of this class action. Class Counsel spent additional time preparing the Final Approval Motion and preparing for and attending the final approval hearing and will continue to expend resources to ensure that the Settlement is properly effectuated by the Settlement Administrator.

52. The Court has reviewed the affidavits of Class Counsel and finds that the reported billing rates of Class Counsel compare favorably with rates approved in other North Carolina class actions. The hourly billing rates of Class Counsel

range from $400 to $790. These billing rates are consistent with market rates recognized by North Carolina judges for similarly complex litigation.

53. The Court also finds that the hours expended by Class Counsel were reasonable.

54. Class Counsel's requested attorney's fees of $330,551.47 inclusive of $5,796.72 in expenses is lower than their total lodestar to date by at least $140,000.00. This supports the Court's finding that the amount of fees is fair and reasonable. Even reducing the rates of Charles Delbaum and Jennifer Wagner to those used by Adrian Lapas, the lodestar still exceeds the requested fees by over $27,000.00, which supports the reasonableness of the requested fees.

c. Rule 1.5 Factors

55. The Court finds that the reasonableness of the requested fees is also confirmed by the Rule 1.5 factors of the North Carolina Rules of Professional Conduct, which include:

> (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent.

N.C. Rev. Rules of Professional Conduct, Rule 1.5 ("RPC 1.5").

56. This litigation presented many novel and difficult questions. The statutory language relied on in the litigation had never been construed by North

Carolina's appellate courts and therefore involved multiple issues of first impression. The action also involved other complex legal issues including contract interpretation in the context of the statutory claims raised by Mr. Greene.

57. This matter has been vigorously contested through every aspect of the litigation. Substantial time and labor and skillful lawyering was required to bring this matter to a resolution. Because the standard form contracts and legal issues in this case are identical to those in the *Bland* action, the discovery and briefing by Class Counsel in *Bland* have also impacted the successful settlement of this case and permitted the same Class Counsel to litigate it more efficiently. Including the efforts put forth in this case and the *Bland* case, Class Counsel briefed numerous motions, pursued a successful appeal to the United States Court of Appeals for the Fourth Circuit, briefed motions to compel discovery, engaged in multiple rounds of briefing on class certification issues in this case, reviewed a large amount of discovery produced by Settling Defendants, analyzed many rent-to-own agreements in order to establish commonality and numerosity, often by traveling to numerous courthouses around North Carolina, and conducted numerous depositions in this case and the related *Bland* case.

58. The requested fees are reasonable when compared to fees customarily charged in the locality for similar legal services. Attorneys' fee awards of 30 percent to 33 1/3 percent are customarily awarded in common fund cases in North Carolina state and federal courts. Moreover, the requested attorneys' fees are also justified

by Class Counsel's lodestar, which is based on hourly rates that fit within the range of customary and reasonable fees for complex litigation in North Carolina.

59. The requested attorneys' fees are also reasonable in light of the results obtained. The results—a settlement of $1,001,671.13 and cancellation of a large amount of debt —are substantial and justify the requested attorneys' fees.

60. The class case was vigorously prosecuted by a two-person team of attorneys with a third added late in the litigation. Counsel consists of a solo practitioner in private practice and two attorneys employed by a non-profit organization, National Consumer Law Center. Counsel brought decades of experience and expertise to its representation of Defendant and the class.

61. Therefore, after carefully reviewing the foregoing, the Court finds, in its discretion, that $330,551.47 inclusive of $5,796.72 in expenses, or 33 percent of the total $1,001.671.13 of the settlement fund, is a reasonable award of attorneys' fees and expenses in this case.

d. Class Representative Service Award

62. The Court, in its discretion, awards Mr. Greene the sum of $20,000.00 to be paid from the common fund. The Court finds that the service award is reasonable and justified based on Mr. Greene's significant efforts and sacrifices on behalf of the class over the past five years and the results achieved for the class which would not have been possible without his involvement.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court finds that the form and manner of the class notice is hereby determined to have been the best notice practicable under the circumstances and notice was given in full compliance with the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

2. Based on the record before the Court, this Court expressly and conclusively finds that the requirements of North Carolina Rule of Civil Procedure 23 have been satisfied and the case is finally certified as a class action pursuant to North Carolina Rule of Civil Procedure 23.

3. The Court finds, in its discretion, that the Settlement is fair, reasonable, adequate, and in the best interests of the Verified Class and is hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with the terms and provisions set forth in the Settlement Agreement.

4. All members of the Verified Settlement Class are bound by the Settlement Agreement and release contained therein, and the Final Order and Judgment.

5. Class Counsel is hereby awarded attorneys' fees and expenses in the amount of $330,551.47, which the Court finds, in its discretion, to be fair and reasonable in this case and which shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement.

6. Charles D. Greene is hereby awarded a service award of $20,000.00 which the Court finds to be fair and reasonable for his service as class

representative and which shall be paid in accordance with the terms of the Settlement Agreement.

7. In accordance with N.C.G.S. § 1-267.10, no later than 120 days after the final distribution of payments to Verified Class Members (thus allowing for funds to be mailed and deposited and/or cashed in accordance with the Settlement Agreement), the parties are hereby directed to submit a report to the Court setting forth the total amount that was actually paid to class members and the parties' requests with regard to *cy pres*.

8. By reason of the Settlement Agreement, and there being no just reason for delay, this Court hereby dismisses this case with prejudice and enters Final Judgment in this matter. The Clerk of Court is directed to enter and docket this Order and Final Judgment in the Action.

9. Without affecting the finality of this judgment, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, interpretation of the Settlement, and of this Final Order and Judgment, to protect and effectuate this Final Order and Judgment, and for any other necessary purpose.

1/22/2026

HONORABLE MARVIN K. BLOUNT
SUPERIOR COURT JUDGE