

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV208570-100

KAREN STIWINTER and PATRICIA
NORMAN, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

ASHEVILLE ARTHRITIS AND
OSTEOPOROSIS CENTER, P.A.,

Defendant.

**ORDER ON PLAINTIFFS'
UNOPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, COSTS,
AND SERVICE AWARDS**

1. **THIS MATTER** is before the Court on (1) the 23 December 2025 filing of *Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards* (the Final Approval Motion), (ECF No. 57); and (2) the 12 February 2026 filing of *Plaintiffs' Supplemental Unopposed Motion in Support of Application for Attorneys' Fees, Costs, and Service Awards* (the Supplemental Fee Motion¹; and together with the Final Approval Motion, the Motions), (ECF No. 65).

2. Having reviewed and considered the Motions, the parties' *Settlement Agreement*², (see ECF No. 51.1), and the arguments of counsel at the Final Approval

¹ On 12 January 2026, the Court entered the *Order Regarding Application for Attorneys' Fees and Costs*, (ECF No. 60), directing Plaintiffs' counsel to file further documentation supporting the request for attorneys' fees and costs, and the reasonableness of those fees and costs, included in the Final Approval Motion. Thereafter, on 12 February 2026, Plaintiffs filed the Supplemental Fee Motion. Therefore, the Court will consider the Supplemental Fee Motion, not the Final Approval Motion, with respect to its determination of attorneys' fees and costs to be awarded.

² All capitalized terms used herein have the meanings set forth in Section II of the *Settlement Agreement*, (ECF No. 51.1).

Hearing held on 9 February 2026, the Court makes the following findings and approves the settlement of this action upon the terms and conditions set forth in this Final Order and Judgment.

A. Factual and Procedural Background

3. This Action arises from a Data Incident involving Defendant Asheville Arthritis and Osteoporosis Center, P.A.'s (Defendant) systems, which Defendant discovered in May 2024. The Data Incident potentially affected the Private Information of Plaintiffs and Settlement Class Members (approximately 58,521 individuals).

4. Following Defendant's mailing notice of the Data Incident to potentially impacted individuals, Plaintiff Karen Stiwinter initiated this Action on 11 October 2024 upon the filing of the *Complaint*. (ECF No. 3.) Plaintiff Patricia Norman originally filed a separate action against Defendant arising from the Data Incident captioned *Norman v. Asheville Arthritis & Osteoporosis Ctr., P.A.* (24CV208742-100) (*Norman*), which was later dismissed without prejudice with permission of the Court. (*See Norman*, ECF Nos. 3, 13.)

5. Thereafter, on 5 June 2025, *Plaintiffs' First Amended Class Action Complaint and Demand for Jury Trial* (the Amended Complaint) was filed in this Action, naming both Karen Stiwinter and Patricia Norman as Plaintiffs. (ECF No. 37 [Am. Compl].) In the Amended Complaint, Plaintiffs, individually and on behalf of the putative class, assert claims against Defendant for negligence, breach of implied

contract, negligence *per se*, breach of fiduciary duty, and unjust enrichment. (Am. Compl. ¶¶ 135–94.)

6. On 3 July 2025, Defendant moved to dismiss all claims alleged against it in the Amended Complaint by filing the *Motion to Dismiss by Defendant Asheville Arthritis and Osteoporosis Center, P.A.* (See ECF No. 41.) On the same day, the Parties participated in a formal, full-day mediation before experienced data breach class action mediator Hon. Wayne Anderson (Ret.) of JAMS. In preparation for mediation, Class Counsel consulted with damage and liability experts and propounded informal discovery requests on Defendant, to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims, and the specific type of Private Information involved.

7. Although the Action did not settle during the mediation session, after continuing negotiations over the next several days the Parties' good-faith negotiations were successful and resulted in their agreement on material terms of the proposed Settlement. As the Settlement Agreement was reached prior to the completion of briefing on Defendant's motion to dismiss, the Parties requested a stay of all litigation in the Action, which the Court granted. (See ECF No. 49.)

8. On 22 September 2025, Plaintiffs filed *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement*. (ECF No. 51.) On 9 October 2025, the Court entered its *Order on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* (the Preliminary Approval Order), which, *inter alia*,

(1) preliminarily approved the Settlement; (2) determined, for purposes of Settlement, that the Action should proceed as a class action, and preliminarily certified the Settlement Class; (3) conditionally appointed Plaintiffs as Class Representatives; (4) conditionally appointed Kenneth J. Grunfeld of Kopelowitz Ostrow P.A. and Tyler J. Bean of Siri & Glimstad LLP as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the form and manner of the Notice and Notice Program; and (7) set the Final Approval Hearing date. (ECF No. 56.) Thereafter, in accordance with the Court's Preliminary Approval Order, Notice was provided to the Settlement Class by direct Postcard Notice along with the Long Form Notice, the Settlement Website, and the Settlement Class Member toll-free telephone line.

9. On 23 December 2025, Plaintiffs filed the Final Approval Motion. (ECF No. 57.)

10. On 9 February 2026, the Court held a Final Approval Hearing to determine whether (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the conditional appointment of Class Counsel should be made final; (d) the conditional appointment of the Class Representatives should be made final; (e) Class Counsel's application for attorneys' fees and costs should be granted; (f) the Service Awards sought for Class Representatives should be approved; and (g) a Final Approval Order should be entered.

11. On 31 March 2026, Plaintiffs submitted the *Supplemental Declaration of Class Counsel in Support of Motion for Final Approval of Class Action Settlement* (the

Supplemental Declaration), which outlines the final figures for settlement administration costs, attorneys' fees and costs, and recovery by Settlement Class Members. (ECF No. 67.)

B. Final Settlement Approval and Class Certification

12. Having carefully considered the Final Approval Motion, Settlement Agreement, Supplemental Declaration, and all other important matters of record before the Court, the Court hereby **GRANTS** the Final Approval Motion and **ORDERS** as follows:

13. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

14. The Court affirms its preliminary finding that the terms of the Settlement Agreement are fair, reasonable, and adequate, warranting Final Approval. In so finding, the Court has considered the relevant factors considered by North Carolina courts, keeping in mind that “[o]ur judicial system has a strong preference for settlement over litigation[,]” including in class actions. *Ehrenhaus v. Baker*, 216 N.C. App. 59, 72–73 (2011) (discussing relevant factors for approval of class action settlements). In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement and only three (3) opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, as well as Class Counsel’s support of the Settlement based on their decades of experience in data privacy litigation. The Court further finds that the Settlement Agreement is

the result of serious, informed, non-collusive negotiations conducted with experienced counsel, and the terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class. Accordingly, the Settlement is finally approved.

15. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process and North Carolina law. The Claim Process is also fair, and the Claim Form is easily understandable.

16. A list of the three (3) individuals who have opted out of the Settlement is attached hereto as Exhibit A. Those individuals will not be bound by the Agreement or the Releases contained therein.

17. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

18. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

19. Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

20. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

21. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

22. The Court affirms its preliminary findings that the Class Representatives are similarly situated to absent Settlement Class Members and, therefore, typical of the Settlement Class and that they will be adequate Class Representatives. The appointment of Plaintiffs as Class Representatives is, therefore, finalized.

23. The Court affirms its preliminary findings that Class Counsel are experienced and adequate. The appointment of Kenneth J. Grunfeld and Tyler J. Bean as Class Counsel is affirmed.

24. The Court affirms its findings that the Settlement Class meets the relevant requirements of Rule 23 of the North Carolina Rules of Civil Procedure for the purposes of the Settlement in that the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; the Class Representatives' claims are typical of those of Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class; the questions of law or fact common to the Settlement Class

predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

25. Therefore, the Court finally certifies the following Settlement Class: All individuals to whom Defendant sent individual notification that they were affected by the Data Incident. The Settlement Class excludes (a) all persons who are employees, directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

26. Upon complete compliance by the parties with the provisions of this Order, and the filing of a stipulation of counsel attesting to compliance, judgment shall be entered by the Court dismissing the Action with prejudice.

27. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the allegations in the Action or the Data Incident.

28. With respect to the Released Claims, Plaintiffs and Settlement Class Members expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants

contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

29. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on

their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

30. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

31. With the exception of those listed on Exhibit A, all Settlement Class Members shall be bound by this Order.

32. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other person subject to the provisions of this Final Approval Order.

33. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

34. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

C. Application for Attorneys' Fees, Costs, and Service Awards

35. The Supplemental Fee Motion seeks \$166,666.67³ in attorneys' fees and \$21,954.51 in expenses incurred in the resolution of this action. (Suppl. Fee Mot. 2.) Additionally, the Final Approval Motion seeks service awards in the amount of \$2,500.00 for each of the two Plaintiffs. Defendant has not opposed the Motions or submitted any response.

³ This amount constitutes one-third of the Settlement Fund.

1. Attorneys' Fees

36. It is well-settled that, in North Carolina, a party may only recover attorneys' fees "if such a recovery is expressly authorized by statute." *Robinson v. Robinson*, 210 N.C. App. 319, 336 (2011) (citation modified). "In North Carolina, the common fund doctrine is a well-recognized and long-standing exception" to this general rule. *Ehrenhaus v. Baker (Ehrenhaus II)*, 243 N.C. App. 17, 26–27 (2015). "Under the common fund doctrine, a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Id.* at 26 (citation modified). In cases involving a common fund, the Court must "look carefully at the fees sought by class counsel" because "once the common fund is recognized and a fee request made, class counsel cease to be fiduciaries to the class and become claimants against the fund." *In re Senergy*, 1999 NCBC LEXIS 7, at *14 (N.C. Super. Ct. July 14, 1999) (citing *Horner v. Chamber of Com., Inc.*, 236 N.C. 96, 97–98, 100 (1952)).

37. The North Carolina appellate courts have held that parties may agree to the payment of attorneys' fees as part of a settlement agreement. *See Ehrenhaus II*, 243 N.C. App. at 28–29. In a class action lawsuit, the Court "must evaluate the settlement as a whole, and the fee allocation provision in particular, to ensure that they are fair and reasonable." *Williams v. Monarch*, 2024 NCBC LEXIS 101, at *2 (N.C. Super. Ct. Aug. 2, 2024) (citing *Ehrenhaus II*, 243 N.C. App. at 30).

38. This Court has routinely applied a hybrid approach in determining whether to approve requests for attorneys' fees, combining the percentage of the fund method,

the lodestar method, and a consideration of the reasonableness factors set forth in Rule 1.5 of the North Carolina Revised Rules of Professional Conduct. *Id.* at *3; *see also Ehrenhaus*, 216 N.C. App. at 96 (“The reasonableness of attorney’s fees in this state is governed by the factors found in Rule 1.5 of the Revised Rules of Professional Conduct of the North Carolina State Bar.”).

a. Percentage of the Fund

39. As stated above, under the percentage of the fund method, Plaintiffs’ counsel seek attorneys’ fees of one-third of the Settlement Fund of \$500,000.00 in the total amount of \$166,666.67.

b. Lodestar and Reasonableness Factors

40. Under the lodestar method, Plaintiffs’ counsel seek attorneys’ fees for professional services in the total amount of \$166,537.65 as follows:

- a. For the law firm of Siri & Glimstad LLP, a total amount of \$54,999.00, constituting (i) \$31,320.00 for 43.2 hours of work by Tyler Bean, a partner with 7 years of experience⁴, at an hourly rate of \$725.00; (ii) \$7,546.50 for 12.9 hours of work by Sonjay Singh, a senior associate with 5 years of experience, at an hourly rate of \$585.00; (iii) \$234.00 for 0.4 hours of work by Neil Williams, a senior associate with 6 years of experience, at an hourly rate of \$585.00; (iv) \$6,382.50 for 11.1 hours of

⁴ The Court notes that several of the attorneys requesting payment did not include as part of the materials submitted with the Supplemental Fee Motion a statement regarding their years of experience. Accordingly, the Court has relied on information in the law firm resumes submitted with the Supplemental Fee Motion, as well as publicly available information on the law firm websites or in state bar databases to determine the approximate years of licensure and experience for certain attorneys.

work by Gabrielle Williams, an associate with 3.5 years of experience, at an hourly rate of \$575.00; (v) \$8,346.00 for 32.1 hours of work by Alcira Pena, a senior paralegal, at an hourly rate of \$260.00; (vi) \$650.00 for 2.5 hours of work by Delilah Estefano, a paralegal, at an hourly rate of \$260.00; and (vii) \$520.00 for 2 hours of work by Cherie Cornfield, a paralegal, at an hourly rate of \$260.00.

b. For the law firm of Kopelowitz Ostrow P.A., a total amount of \$47,111.00, constituting (i) \$26,137.50 for 25.5 hours of work by Kenneth J. Grunfeld, a partner with 27 years of experience, at an hourly rate of \$1,025.00; (ii) \$12,320.00 for 11.2 hours of work by Jeff Ostrow, a partner with 29 years of experience, at an hourly rate of \$1,100.00; (iii) \$3,178.50 for 3.9 hours of work by Steven Sukert, a partner with 7 years of experience, at an hourly rate of \$815.00; (iv) \$5,100.00 for 6.8 hours of work by Caroline Herter, an attorney with 4 years of experience, at an hourly rate of \$750.00; (v) \$225.00 for 1.5 hours of work by Molly Wolman, a law clerk, at an hourly rate of \$150.00; and (vi) \$150.00 for 0.6 hours of work by Todd M. Becker, a paralegal, at an hourly rate of \$250.00.

c. For the law firm of Ellzey Kherkher Sanford Montgomery, LLP (EKSM), a total amount of \$47,961.75, constituting (i) \$2,565.00 for 2.7 hours of work by Jarrett Ellzey, a partner with 23 years of experience, at an hourly rate of \$950.00; (ii) \$37,952.50 for 39.95 hours of work by

Leigh S. Montgomery, a partner with 17 years of experience, at an hourly rate of \$950.00; (iii) \$6,240.00 for 9.6 hours of work by Vanessa Kinney, an associate with 18 years of experience, at an hourly rate of \$650.00; (iv) \$649.00 for 1.18 hours of work by Benjamin Eisner, an associate with 2 years of experience, at an hourly rate of \$550.00; (v) \$384.00 for 2.4 hours of work by Alice Newlin, a senior paralegal, at an hourly rate of \$160.00; and (vi) \$171.25 for 1.37 hours of work by Raya Jacob, a legal assistant, at an hourly rate of \$125.00.

d. For the law firm of Morgan & Morgan Complex Litigation Group, a total amount of \$8,298.40, constituting (i) \$1,150.00 for 1 hour of work by Jean Martin, a partner with 28 years of experience, at an hourly rate of \$1,150.00; and (ii) \$7,148.40 for 9.2 hours of work by Francesca Kester Burne, an associate with 8 years of experience, at an hourly rate of \$777.00.

e. For the law firm of Hunter Everage, \$8,167.50 for 12.1 hours of work by Sarah Knox, an attorney with 3.5 years of experience, at an hourly rate of \$675.00.

41. Whether the amount of fees requested by a party is reasonable is governed by the factors outlined in Rule 1.5 of the Revised Rules of Professional Conduct of the North Carolina State Bar, including:

(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 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.

Ehrenhaus, 216 N.C. App. at 96–97 (citing N.C. Rev. R. Prof. Conduct 1.5).

i. Reasonableness of Hourly Rates

42. Upon review of the Supplemental Fee Motion and the declarations of Plaintiffs' counsel attached thereto, the Court concludes that Plaintiffs' counsel have not demonstrated that all the hourly rates requested for approval are customary for similar matters in *North Carolina*. Of the many cases cited by Plaintiffs' counsel to support their requested hourly rates, only one North Carolina state court action was cited, with the majority of cases cited being either federal actions or actions in other state courts. Pursuant to Rule 1.5 of the North Carolina Revised Rules of Professional Conduct, the Court must look to the fees customarily charged in this State for legal services provided in similar matters to determine whether the requested fees are reasonable, not to whether a particular law firm's hourly rates have been found reasonable in federal actions or actions pending in other states.

43. It is clear from a review of North Carolina case law that many of the suggested hourly rates of Plaintiffs' counsel are not reasonable rates for similar matters in North Carolina. For example, in *Stewart v. Greensboro College, Inc.*, the Court concluded that the following hourly rates were reasonable:

- a. \$625.00 to \$700.00 for senior partners;
- b. \$619.00 for senior counsel;
- c. \$450.00 for a senior associate; and
- d. \$376.00 for an associate.

Stewart v. Greensboro Coll., Inc., No. 24CVS004980-400, 2025 WL 1493071 (N.C. Super. Ct. May 7, 2025).

44. In *McManus v. Gerald O. Dry, P.A.*, this Court found the following hourly rates of attorneys to be reasonable:

- a. \$700.00 for a partner with 32 years of experience;
- b. \$575.00 for partners with 13–17 years of experience; and
- c. \$350.00 for an associate with 6 years of experience.

2023 NCBC LEXIS 69, at 8–9, 11 (N.C. Super. Ct. May 5, 2023). Similarly, in *Bank of America, N.A. v. Klaussner Furniture Industries, Inc.*, a case involving a receivership, this Court, relying on *McManus*, approved hourly rates ranging from \$600.00 to \$700.00 for partners and \$350.00 to \$500.00 for associates. 2023 NCBC LEXIS 168, at *9–10 (N.C. Super. Ct. Dec. 15, 2023).

45. Further, in the context of a class action lawsuit, this Court approved the following hourly rates as reasonable:

- a. \$725.00 for a partner with 33 years of experience;
- b. \$650.00 for a partner with 23 years of experience;
- c. \$600.00 for partners with 14–18 years of experience;
- d. \$525.00 for a partner with 14 years of experience;

- e. \$500.00 for associates and senior counsel with 13 years of experience;
- f. \$350.00 for an associate with 5 years of experience;
- g. \$310.00 to \$325.00 for associates with 1 year of experience; and
- h. \$200.00 to \$250.00 for paralegals.

Williams, 2024 NCBC LEXIS 101, at *10–11.

46. The Court, in its discretion, determines that the hourly rates for Plaintiffs’ counsel should be reduced to align with the hourly rates previously found by this Court to be reasonable for similarly situated attorneys and professionals in North Carolina. Therefore, for purposes of the lodestar calculations, the Court finds the following hourly rates to be reasonable given the position and experience of each attorney and professional providing services to Plaintiffs in this matter:

Name	Law Firm	Title	Hourly Rate
Ostrow, Jeff	Kopelowitz Ostrow	Partner	\$ 725.00
Martin, Jean	Morgan & Morgan	Partner	\$ 725.00
Grunfeld, Kenneth	Kopelowitz Ostrow	Partner	\$ 725.00
Ellzey, Jarrett	EKSM	Partner	\$ 650.00
Montgomery, Leigh	EKSM	Partner	\$ 625.00
Sukert, Steven	Kopelowitz Ostrow	Partner	\$ 600.00
Bean, Tyler	Siri & Glimstad	Partner	\$ 600.00
Kinney, Vanessa	EKSM	Associate	\$ 500.00
Kester Burne, Francesca	Morgan & Morgan	Associate	\$ 450.00
Herter, Caroline	Kopelowitz Ostrow	Attorney	\$ 400.00
Singh, Sonjay	Siri & Glimstad	Senior Associate	\$ 400.00
Williams, Neil	Siri & Glimstad	Senior Associate	\$ 400.00
Knox, Sarah	Hunter Everage	Attorney	\$ 350.00
Williams, Gabrielle	Siri & Glimstad	Associate	\$ 350.00
Eisner, Benjamin	EKSM	Associate	\$ 325.00
Pena, Alcira	Siri & Glimstad	Senior Paralegal	\$ 225.00
Estefano, Delilah	Siri & Glimstad	Paralegal	\$ 225.00
Cornfield, Cherie	Siri & Glimstad	Paralegal	\$ 225.00
Becker, Todd	Kopelowitz Ostrow	Paralegal	\$ 210.00
Newlin, Alice	EKSM	Senior Paralegal	\$ 160.00
Jacob, Raya	EKSM	Legal Assistant	\$ 125.00

ii. Reasonableness of Charges

47. On the whole, the Court concludes that the charges for work performed by Plaintiffs' counsel on substantive issues raised in this action are reasonable and properly compensable. However, the Court, in its discretion, determines that Plaintiffs' counsel shall not be awarded attorneys' fees related to the pursuit of the *pro hac vice* admission of out-of-state attorneys, including the preparation and filing of *pro hac vice* motions.⁵ Additionally, the Court concludes that the charge for 1.5 hours of work performed by a law clerk with Kopelowitz Ostrow P.A. for drafting a complaint—a service also charged for by several attorneys—is duplicative and unreasonable. Further, the Court determines that the three time entries for Raya Jacob containing only the description “update”, totaling 0.44 hours, are unreasonable in that no valid description of the task performed justifying payment has been provided.

48. Accordingly, applying the reduced rates set forth above, (*supra* ¶ 46), and striking time entries related to *pro hac vice* motions, as well as the time billed by the law clerk and Raya Jacob, the total fee award for Plaintiffs' counsel under the lodestar calculation is \$110,040.75.⁶

⁵ Removing charges for work on *pro hac vice* motions would result in a reduction of 0.1 hours for Delilah Estefano, 0.7 hours for Tyler Bean, 7.3 hours for Alcira Pena, 0.8 hours for Cherie Cornfield, 0.6 hours for Alice Newlin, 1.5 hours for Jarrett Ellzey, 1.4 hours for Leigh Montgomery, 0.43 hours for Raya Jacob, and 6.6 hours for Sarah Knox.

⁶ Detailed charts of the Court's lodestar calculations, reflecting appropriate reductions to certain charges and hourly rates, appears herein at Exhibit B.

49. Except for the hourly rates and charges discussed herein which the Court concludes are not reasonable, the Court otherwise determines that the factors in Rule 1.5 of the Revised Rules of Professional Conduct, on balance, support a determination that the attorneys' fees requested by Plaintiffs' counsel are reasonable.

c. Conclusion as to Attorneys' Fees

50. As set forth herein, the total fee award under the lodestar calculation, applying the reduced rates provided above and removing charges that the Court finds to be unreasonable, is \$110,040.75. While the Court concludes that, on balance, the reasonableness factors weigh in favor of granting the Supplemental Fee Motion, the Court determines that, in light of the substantial difference between the award sought under the percentage of the fund method—\$166,66.67, or one-third of the Settlement Fund—and the fees calculated under the lodestar method—\$110,040.75—a reduced award of one-fourth of the Settlement Fund, \$125,000.00, is reasonable and should be approved.

2. Costs

51. The Supplemental Fee Motion also seeks \$21,954.51 in expenses as follows:
- a. \$6,379.55 to Siri & Glimstad LLP, constituting (i) \$33.56 for LEXIS fees, (ii) \$12.66 for service fees, and (iii) \$6,333.33 for mediation;
 - b. \$6,543.31 to Kopelowitz Ostrow P.A., constituting (i) \$20.60 for obtaining a certificate of good service in connection with a *pro hac vice* application and (ii) \$6,522.71 for mediation;

- c. \$7,244.89 to EKSM, constituting (i) \$224.10 for service fees, (ii) \$45.38 for research fees, (iii) \$6,522.70 for mediation, and (iv) \$452.71 for filing fees;
- d. \$746.32 to Morgan & Morgan, constituting (i) \$405.00 for filing fees, (ii) \$313.60 for service fees, and (iii) \$27.72 for legal research fees; and
- e. \$1,086.56 to Hunter Everage, constituting (i) \$411.56 for filing the complaint in this action and the related *Norman* action, (ii) \$15.43 for service fees, (iii) \$463.00 for *pro hac vice* fees for Tyler Bean and Kenneth Grunfeld, (iv) \$130.50 for mileage reimbursement, and (v) \$65.07 for copy costs at \$0.20 per page.

52. As the Court has determined that Plaintiffs' counsel should not be awarded attorneys' fees for work related to *pro hac vice* motions, the Court also concludes that Plaintiffs' counsel shall not recover costs associated with *pro hac vice* motions and/or admission fees. Additionally, the Court determines that reimbursement from the Settlement Fund for LEXIS or legal research fees is not reasonable. Further, the Court will not approve the requests for reimbursement of any charges for which supporting documents have not been provided. With respect to the request of Morgan & Morgan for \$313.60 for service fees, the Court expressly rejects the request as the supporting documents clearly show the fee was for service of a pleading in a separate action filed against Defendant.

53. Accordingly, the Court concludes that Plaintiffs' counsel shall recover reasonable costs in the following amounts:

- a. \$6,333.33 to Siri & Glimstad LLP for mediation fees;
- b. \$6,522.71 to Kopelowitz Ostrow P.A. for mediation fees;
- c. \$6,746.80 to EKSM for mediation and service fees; and
- d. \$426.99 to Hunter Everage for filing of the complaints and service fees.

3. Service Awards

54. Further, the Final Approval Motion seeks service awards in the amount of \$2,500.00 each for Karen Stiwinter and Patricia Norman for their roles as Plaintiffs and Class Representatives. The Court approves the request for service awards as reasonable.

4. Conclusion

55. Therefore, the Court, in the exercise of its discretion, hereby **GRANTS** the Motions in part and

- a. **AWARDS** Plaintiffs' counsel their attorneys' fees in the total amount of \$125,000.00;
- b. **AWARDS** Plaintiffs' counsel their expenses in the total amount of \$20,029.83 as detailed in paragraph 53; and
- c. **AWARDS** service awards of \$2,500.00 each for Plaintiffs Karen Stiwinter and Patricia Norman.

56. The fees, expenses, and service awards awarded herein shall be paid according to the procedures set forth in the Settlement Agreement.

D. Conclusion

57. For the reasons stated herein, the Final Approval Motion is hereby **GRANTED** in part as set forth herein. It is further **ORDERED** that Plaintiffs' counsel shall file a joint stipulation of all counsel confirming that all distributions and payments have been made in accordance with this Order and requesting entry of an order of dismissal.

SO ORDERED, this the 13th day of April, 2026.

/s/ Michael L. Robinson

Michael L. Robinson
Chief Business Court Judge

Exhibit A

Opt-Outs:

First Name	Last Name
Amanda	Plyler
Bernadette	Jackson
Susan	Beer

Exhibit B

Siri & Glimstad:

Name	Hourly Rate	Number of Hours	Total
Bean, Tyler	\$ 600.00	42.5	\$ 25,500.00
Cornfield, Cherie	\$ 225.00	1.2	\$ 270.00
Estefano, Delilah	\$ 225.00	2.4	\$ 540.00
Pena, Alcira	\$ 225.00	24.8	\$ 5,580.00
Singh, Sonjay	\$ 400.00	12.9	\$ 5,160.00
Williams, Gabrielle	\$ 350.00	11.1	\$ 3,885.00
Williams, Neil	\$ 400.00	0.4	\$ 160.00
		95.3	\$ 41,095.00

Kopelowitz Ostrow:

Name	Hourly Rate	Number of Hours	Total
Becker, Todd M.	\$ 210.00	0.6	\$ 126.00
Grunfeld, Kenneth J.	\$ 725.00	25.5	\$ 18,487.50
Herter, Caroline	\$ 400.00	6.8	\$ 2,720.00
Ostrow, Jeff	\$ 725.00	11.2	\$ 8,120.00
Sukert, Steven	\$ 600.00	3.9	\$ 2,340.00
Wolman, Molly	\$ -	0	\$ -
		48	\$ 31,793.50

EKSM:

Name	Hourly Rate	Number of Hours	Total
Eisner, Benjamin	\$ 325.00	1.18	\$ 383.50
Ellzey, Jarrett	\$ 650.00	1.2	\$ 780.00
Jacob, Raya	\$ 160.00	0.5	\$ 80.00
Kinney, Vanessa	\$ 500.00	9.6	\$ 4,800.00
Montgomery, Leigh S.	\$ 625.00	38.55	\$ 24,093.75
Newlin, Alice	\$ 125.00	1.8	\$ 225.00
		52.83	\$ 30,362.25

Morgan & Morgan:

Name	Hourly Rate	Number of Hours	Total
Kester Burne, Francesca	\$ 450.00	9.2	\$ 4,140.00
Martin, Jean	\$ 725.00	1	\$ 725.00
		10.2	\$ 4,865.00

Hunter Everage:

Name	Hourly Rate	Number of Hours	Total
Knox, Sarah	\$ 350.00	5.5	\$ 1,925.00
		5.5	\$ 1,925.00