

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. )

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

Counterclaimant, )

v. )

CAROLINA LEASE )  
MANAGEMENT GROUP, LLC, )

Counterclaim Defendant. )

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**COUNTERCLAIM-  
PLAINTIFF'S MEMORANDUM  
SUPPORTING UNOPPOSED  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Defendant and Counterclaim Plaintiff, Charles D. Greene, on behalf of the Settlement Class conditionally certified by this Court (“Class Representative”), through counsel, submits this Memorandum of Law Supporting Counterclaim Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement.

**I. INTRODUCTION**

The parties to this action negotiated a settlement to this action and the sister action pending before the United States District Court for the Eastern District of

North Carolina that raised the same issues, *Bland, et al., v. Carolina Lease Management Group, LLC, CTH Rentals, LLC, and Old Hickory Buildings, LLC*, 4:22-CV-33-BO (the "*Bland* action" or "*Bland* case"). The Settlement Agreement stipulates that the settlement is contingent on both courts finally approving both settlements. *See* Ex. A, Art. XII.B.

On September 22, 2025, this Court preliminarily approved this proposed class action settlement and conditionally certified the Settlement Class.<sup>1</sup> The Court appointed Charles Greene as the Class Representative and the undersigned and his co-counsel from the National Consumer Law Center as Class Counsel for the Settlement Class. *See* Ex. B. The Preliminary Approval Order also approved the Notice Plan to the absent class members and specified deadlines for class members to object to the terms of the Settlement or opt out of the Settlement; for Class Counsel to file an application for attorneys' fees and expenses and a Class Representative service award; and for Class Counsel to seek final approval of the Settlement. The Order also scheduled a Final Fairness Hearing for January 22, 2026, at 10:00 a.m. Each of these dates was included in the Class Notice.

This Court's preliminary approval of the Settlement Agreement came on the heels of the federal court's preliminary approval of the same Agreement in the *Bland* case by order dated July 24, 2025. Since that time, the federal court has issued its Final Approval Order. *See* Ex. C. By its terms and as provided in the

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<sup>1</sup> Defined and other capitalized terms herein have the same meaning as such defined or other capitalized terms in the Settlement Agreement, Ex. A.

Settlement Agreement, effectuation of that Order is stayed until this Court decides whether to also grant final approval of the settlement.

Additionally, since this Court's preliminary approval of the Settlement Agreement, there have not been any objections or opt-outs to the Settlement Agreement. Those respective deadlines have now passed.

Now, in accordance with the Settlement Agreement and Preliminary Approval Order dated September 22, 2025, Class Counsel seek final approval of the Settlement Agreement. Should this Court finally approve the Settlement Agreement, it will provide tangible and substantial benefits to 3,811 members of the *Greene* class and to 7,509 members of the *Bland* class.

## II. BACKGROUND OF THE CASE AND PROCEEDINGS SINCE PRELIMINARY APPROVAL

In order to conserve judicial resources, Movant refers to and incorporates the previously filed Memorandum of Law in Support of Counterclaim Plaintiff's Unopposed Motion for Order Granting Preliminary Approval of Class Settlement, Certifying the Class for Purposes of Settlement, and Directing Notice to the Class (hereinafter "Motion for Preliminary Approval") which contains a detailed discussion of the procedural history, litigation efforts, and settlement negotiations of this case.

The Parties are resolving two actions through this settlement—this case before this Court (the *Greene* action), and a sister action which was before the United States District Court for the Eastern District of North Carolina (the *Bland* action). As provided in the Settlement Agreement, for the Settlement to become

effective, it must be finally approved by both courts. This is the only agreement made in connection with the proposal for final approval of the settlement of this action. *See* Fed. R. Civ. P. 23(e)(3).<sup>2</sup> The *Bland* action has now been finally approved. *See* Ex. C.

#### **A. Settlement Class**

The Settlement Class is defined as follows:

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.

*See* Ex. A, Settlement Agreement at 9-10, Art. II, ¶ 20.

The class period begins four years prior to the filing of this class counterclaim because debt collection claims under North Carolina’s Debt Collection Act are governed by a four-year statute of limitations. It ends on March 9, 2018, because the *Bland* class period starts on March 10, 2018. This ensures that the classes are not

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<sup>2</sup> N.C. R. Civ. P. 23 does not require that “[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal” as required by the federal rule. Nonetheless, the parties here make this same representation to this Court because the reasoning in federal class action cases can be instructive despite the differences. *Ehrenhaus v. Baker*, 216 N.C. App. 59, 70, 717 S.E.2d 9, 17 (2011) (citations omitted); G. Gray Wilson, *North Carolina Civil Procedure*, Ch. 1, § 1-2 (Matthew Bender).

duplicative and that members of each class receive appropriate, proportionate relief. Other than the different time periods, the Settlement Class definition in this case is identical to the one now finally approved in *Bland*.

The Settlement Class Members have been identified from CLMG's internal records which also contain the mailing addresses for the Class Members so identified. CLMG's records have provided sufficient information so that American Legal Claims Service, LLC ("ALCS"), the designated settlement administrator, was able to provide notice by first class mail and will be able to distribute payments to the Settlement Class Members as specified in the Settlement Agreement.

#### **B. Terms of the Settlement**

The Settling Parties will pay a total of \$8,000,000.00 to settle both the *Greene* and *Bland* actions. Additionally, CLMG will waive or cancel \$669,522.33 in debt CLMG claims is still owed by the Settlement Class Members. Class Counsel has been informed that CLMG has already terminated its collection efforts on these amounts.<sup>3</sup>

Out of the \$8 million total settlement, \$1,001,671.13 is allocated to the *Greene* class, representing approximately 12.5% of the total Settlement Fund. This allocation is based on the ratio of the total amounts CLMG collected from the *Greene* Class Members to the total amounts CLMG collected from both the *Greene* and *Bland* Class Members during the respective class periods and of which the

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<sup>3</sup> The debt waived or cancelled is not allocated between the *Bland* and *Greene* classes but since the *Greene* class period ends on March 9, 2018, it is likely that most of the waived and cancelled debt is owed by the *Bland* class members.

*Bland* class period is substantially longer than in *Greene*. See Ex. A, Art. IV.A. Moreover, 99 percent of the people in the *Greene* Class are also in the *Bland* Class and will receive distribution checks from both Settlement funds.<sup>4</sup>

The Settlement payments will be calculated in direct proportion to the amount that the particular Verified Class Member paid to CLMG during the relevant class period. See, Ex. A, Art. IV.B. Payments will be paid directly to the Verified Class Members without submission of a claim form in conformity with the distribution plan set forth in the Settlement Agreement and previously approved by this Court. See Ex. B, Prelim. Approval Order.

None of the money from uncashed checks will revert to the Defendants. As provided in the Settlement Agreement, a second distribution will be made to class members who cashed their checks if the amount of money is sufficient to make this economically reasonable. See Ex. A Art. VIII.D. If the returned funds are insufficient for a second distribution, then as also provided in the Agreement, the money will be distributed to a *cy pres* recipient in accordance with Section 1-267.10 of the North Carolina General Statutes. *Id.* If the returned funds are sufficient for a second distribution, then at a later time, any money remaining from checks that are not cashed in this second distribution will be distributed to a *cy pres* recipient.

Movant will provide a final report to this Court detailing the distribution of the Settlement fund within 120 days after the final distribution. If funds remain after the initial distribution and second distribution (if economically feasible),

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<sup>4</sup> It is estimated that 40 or fewer of the *Greene* class members will not also be members of the *Bland* class and not receive distributions from both.

Movant will petition this Court for an order directing the remaining funds to be distributed to an appropriate *cy pres* recipient. N.C. Gen. Stat. § 1-267.10.

**C. Releases**

Upon the Effective Dates of the *Greene* and *Bland* Settlement Agreements, the Class Representatives and all Verified Class Members who have not opted out of the Settlement will fully and finally release claims asserted in the respective actions and all pending claims in the respective actions shall be dismissed with prejudice as specified under the terms of the Settlement Agreement. *See* Ex. A, Art. XI.A.

**D. Notice to Class Members**

American Legal Claims Service, LLC ("ALCS"), the court-appointed administrator, has completed the notice plan set forth in the Settlement Agreement and previously approved by this Court. *See* Decl. of Mark Unkefer, Ex. D. The notice plan provided direct notice to class members based on a comprehensive customer account list CLMG provided to Class Counsel who, in turn, provided it to ALCS. In accordance with this Court's Preliminary Approval Order, ALCS sent postcard notices to 3932 class members in the form previously approved by this Court. As set forth in the notice plan, ALCS confirmed addresses through the U.S. Postal Service National Change of Address database, resent notices returned with a forwarding address, and performed skip-tracing to locate addresses of other returned mail. Additionally, ALCS created and is maintaining a website providing access to the long-form class notice approved by the Court along with relevant court

documents pertaining to this case. [www.Greene-CLMGsettlement.com](http://www.Greene-CLMGsettlement.com). The website also directs Class Members how to submit inquiries, update their contact information, and opt for alternative payment arrangements. In addition, ALCS established a phone line, identified on the postcard notice, through which Class Members could obtain information. The notice program was successful and reached 96.92% of identified Class Members.

The deadline for a Class Member to object to the settlement expired on January 2, 2026. The deadline for a Class Member to seek exclusion or to "opt-out" of the Settlement expired on January 7, 2026. As of the date of this Motion for Final Approval, there have been no objections to the Settlement Agreement and no opt-outs, indicating the strong approval of the Class Members of this Settlement.

### **III. ARGUMENT IN FAVOR OF FINAL APPROVAL**

Under Rule 23(c) of the North Carolina Rules of Civil Procedure, a "class action shall not be dismissed or compromised without the approval of the judge." N.C. R. Civ. P. 23. Courts considering a proposed settlement under Rule 23, or its federal counterpart, typically engage in a three-step process, the first two of which have already been completed here. First, the court determines whether the proposed settlement merits preliminary approval. Second, the court directs notice of the proposed settlement to the settlement class, which provides class members the opportunity to object to or opt-out of the settlement. Third, the court evaluates whether final approval of the settlement is warranted and, if so, grants final approval. *See, Manual for Complex Litigation*, Fourth Ed. ("MCL 4th") § 21.632;

N.C. R. Civ. P. 23(c); *Ehrenhaus v. Baker*, 216 N.C. App. 59, 72, 717 S.E.2d 9, 19 (2011).

North Carolina courts generally follow a two-step process in evaluating whether to grant final approval to a class action settlement. *See, e.g., Nakatsukasa v. Furiex Pharms., Inc.*, No. 14 CvS 6156, 6955, 2015 WL 4069818 (Wake Cty. Sup. Ct. July 1, 2015). First, the court reviews whether the proposed class satisfies Rule 23 of the North Carolina Rules of Civil Procedure. *Ehrenhaus*, at 73, 717 S.E.2d at 19. Second, the court considers whether the settlement is "fair, reasonable, and adequate." *Id.*

**A. The Settlement Class Satisfies the Rule 23 Requirements and Should be Certified.**

On September 22, 2025, this Court conditionally certified the Settlement Class under Rule 23 of the North Carolina Rules of Civil Procedure. In that order, this Court determined, *inter alia*, that

- (a) a class exists and the requirements of Rule 23(a) are satisfied in that the members of the Settlement Class are so numerous that joinder is impracticable and there are questions of law or fact common to the Settlement Class;
- (b) the interests of the Defendant-Counterclaim Plaintiff are aligned with the interests of all other members of the Settlement Class; and
- (c) Defendant-Counterclaim Plaintiff and Class Counsel will fairly and adequately represent the Settlement Class Members;
- (d) proceeding as a class action is superior to other means of resolving the case.

See Ex. B, Order Granting Preliminary Approval at 2-3. Nothing has changed since that Order was entered. The same analysis and determinations apply here and the Settlement Class should be finally certified for settlement purposes under Rule 23(a) of the North Carolina Rules of Civil Procedure for the reasons stated in Plaintiffs' Motion for Preliminary Approval and memorandum in support thereof filed on July 29, 2025.<sup>5</sup>

**B. The Settlement Agreement Should Be Given Final Approval Because It Is Fair, Reasonable, and Adequate.**

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.”).

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<sup>5</sup> It is worth noting that the federal district court certified the same defined Settlement Class in the *Bland* action, with the exception that the *Bland* class commences on March 10, 2018, whereas the *Greene* class period runs from April 8, 2017, through March 9, 2018.

Generally, North Carolina courts 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. Each of these factors supports final approval of the Settlement.

**1. The Settlement is well within the range of reasonableness given the risks of continued litigation.**

Prior to agreeing to the Settlement, Counsel and the Class Representative for this case together with the class representatives in the *Bland* case carefully weighed the benefits of the Settlement against the likelihood of a greater recovery through continued litigation. While Mr. Greene believes strongly in his case and the validity of his claims, continued litigation poses risks that cannot be disregarded. As set forth in the Memorandum Supporting Preliminary Approval, success in this case as well as the *Bland* case is dependent on the favorable resolution of many issues under North Carolina's Retail Installment Sales Act (RISA), Unfair and Deceptive Trade Practices Act (UDTPA) and Debt Collection Act (DCA) which have not even been litigated in state or federal courts, let alone resolved.

At the time of settlement, Mr. Greene's Motion for Class Certification had been pending before the court without a written order for over two years. CLMG has contested whether a class action is appropriate and whether Mr. Greene can be an

adequate representative. Regardless of whether this Court certifies the class or not, either party may appeal the certification order to the North Carolina Supreme Court tacking on additional years in delayed relief. *See*, N.C. Gen. Stat. § 7A-27.

Additionally, the Court has not issued a written ruling on pending motions raising the issues of whether Mr. Greene's UDTPA claim is time-barred or not, or whether the contracts are illegal and/or void under RISA. These issues will necessarily affect the debt collection claims for Mr. Greene as well as the class because the claims are based on the contention that CLMG was collecting debts that included illegal interest. An additional complicating factor is that the federal court in which the *Bland* action is pending might resolve issues differently than this court if the Settlement Agreement were rejected by this Court and litigation were to continue.

When weighing the risks versus the benefits, the anticipated benefits from the Settlement support granting final approval. The class members will receive a substantial cash distribution now—on average, about \$800 per class member from the global \$8,000,000 settlement<sup>6</sup>—as opposed to a potential distribution later that may or may not be greater or could be much less or nothing at all. This is balanced against the fact that continued litigation would take additional time that would, given the time-value of money, reduce the value of a cash distribution to the Settlement Class Members. And it may become impossible to locate some class

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<sup>6</sup> Ninety-nine percent of the *Greene* class members are also *Bland* class members. Each class member stands to receive an average of \$160 through the *Greene* distribution and \$640 through the *Bland* distribution, adjusted *pro rata* based on the amount the class member actually paid to CLMG.

members who move (or die) in the interim. In addition, during the course of protracted litigation and appeals the Settling Defendants could become insolvent, declare bankruptcy, or go out of business, making recovery difficult if not impossible.

Ultimately, weighing the risks versus the benefits supports this Court finally approving the Settlement Agreement and finally certifying the Settlement Class.

## 2. **The Settlement Class supports the Settlement.**

The reaction to a class action settlement can be a strong factor in gauging the class's acceptance of the settlement and its reasonableness. *Ehrenhaus*, 216 N.C. App. at 74, 717 S.E.2d at 20 (citing *Sala v. Nat'l R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989) for the proposition that "[T]he reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy."). *See also*, *Wal-Mart Stores, Inc. v. Visa U.S.A, Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) ("the absence of substantial opposition is indicative of class approval").

As of the date of this Motion, the reaction of the Settlement Class has been overwhelmingly positive not just in this case but in the *Bland* case as well. The deadline for objections to the settlement has passed and no objections have been received, which indicates at least tacit approval by the Class Members who have the greatest interest in this matter. Similarly, there were no objections in the *Bland* action to the settlement terms.

All but about 40 of the 3,811 *Greene* class members are also members of the *Bland* class. Not only did these 3,771 members of the *Greene* class members receive the notices directed to them for this case but they also received the *Bland* notices<sup>7</sup> which included the same Settlement Agreement on its website as in this case. The fact that approximately 99% of the *Greene* Settlement Class Members received *two* notices with *two* chances to object to the settlement terms or register some form of opposition but chose not to strongly supports the reasonableness of the Settlement Agreement and strongly supports this Court likewise finally approving the settlement.

Thus, the Settlement Class's favorable reaction to the settlement is a strong factor in assessing the reasonableness of the settlement. *Ehrenhaus*, at 74, 717 S.E.2d at 20. This Court should finally approve the Settlement Agreement and finally certify the Settlement Class.

### **3. Experienced counsel favor approval of the Settlement.**

Lastly, Settlement Class Counsel, who are experienced and skilled in consumer litigation and class actions, support the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class. As the *Ehrenhaus* court noted, "the opinion of experienced and informed counsel is entitled to considerable weight." *Ehrenhaus*, 216 N.C. App. at 83, 717 S.E.2d at 31 (internal citations omitted).

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<sup>7</sup> The *Bland* notices were initially mailed on August 13, 2025. The Class Members had until October 7, 2025, to object to the settlement terms and until October 13, 2025, to exclude themselves from the settlement. None did either.

As shown by their declarations which were filed as Exhibits in support of Class Certification, Class Counsel have decades of litigation experience in consumer litigation as well as class actions—more than one hundred years for the three of them combined. Further, Class Counsel is thoroughly familiar with the facts and issues of this case and the *Bland* case. Counsel has litigated this case since March, 2021, and the *Bland* case since it was filed in March 2022. In both cases, Counsel has reviewed thousands of pages of discovery responses, conducted numerous depositions, and engaged in extensive briefing on the issues raised in both cases. In consultation with the Class Representatives in both cases, Class Counsel unreservedly endorse this Settlement. The Settlement will provide tangible financial benefits to the class members and the release given by the class members is narrowly tailored to the issues of this case.

Class Counsel's support of the settlement should be given "considerable weight." *Ehrenhaus*, 216 N.C. App. at 73, 717 S.E.2d at 19. As such, based on Class Counsel's opinion, this Court should finally approve the Settlement Agreement and finally certify the Settlement Class.

**C. The Class Notice Satisfied Rule 23 and Due Process Requirements.**

As set forth above in Section II.D., the Notice Plan specified in the Settlement Agreement complies with the requirements of due process and Rule 23 of the North Carolina Rules of Civil Procedure.

This Court as well as the federal court in *Bland* approved essentially identical class notices and the Notice Plan contained in the Settlement Agreement.

The Notice Plan has been successfully executed. *See* ALCS Declaration, Ex. D. The Notice Plan reached almost 97% of the class members, which is at the high end of the range deemed effective by courts and experts alike. *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 North Carolina Supreme Court has stated that "fundamental fairness and due process" dictates that adequate notice of the class action be provided to the class members." Such notice should include individual notice to all members who can be identified through reasonable efforts, but it need not comply with the formalities of service of process." *Crow v. Citicorp. Accept. Corp.*, 319 N.C. 274, 283, 354 S.E.2d 459, 466 (1987). The actual manner and form of the notice is largely within the trial court's discretion. *Id.* This Court previously reviewed and approved the Notice Plan and the short and long-form notices as part of its preliminary approval of the settlement.

Here, CLMG had detailed records identifying the class members including the mailing addresses. The Settlement Administrator mailed individual postcard notices to the class members explaining the gist of the settlement and directing them to a website (via the website address and a QR Code) for more complete information including the long-form notice, the Settlement Agreement in its entirety, and relevant case documents. *See Declaration of Mark Unkefer*, Ex. D. A toll-free telephone number was also established with recorded information about

the settlement for class members. The notice provided information on how the class members may object to the settlement or exclude themselves from the settlement.

The federal court in the *Bland* case in its Final Approval Order determined that the Notice Plan satisfied the requirements of Federal Rule of Civil Procedure 23 and due process requirements, and the Notice Plan in this case is identical. This supports Class Counsel's contention that this Court should likewise find that the Notice Plan comports with Rule 23 of the North Carolina Rules of Civil Procedure well as the requirements of due process.

#### IV. CONCLUSION

For the foregoing reasons, Defendant and Counterclaim Plaintiff respectfully requests, with no opposition from Settling Defendants, that this Court grant the Motion for Final Approval and enter an order and Judgment consistent with the proposed order and Judgment presented contemporaneously with the Motion.

Respectfully submitted, this the 8th day of January, 2026.

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**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that the foregoing COUNTERCLAIM-PLAINTIFF'S UNOPPOSED MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT was served by, unless an alternative method is specified below, depositing a copy of the foregoing in the care and custody of the United States Postal Service, first-class postage pre-paid and addressed to the party or counsel for party as follows:

Mr. Jonathan Williams  
Mr. Craig Martin  
Cedar Grove Law  
Post Office Box 1389  
Hillsborough, NC 27278  
(Via email per counsel's request)

This the 8th day of January, 2026.

**LAPAS LAW OFFICES, PLLC**

By:     *s/ Adrian M. Lapas*      
Adrian M. Lapas  
Attorney for Counterclaim-  
Plaintiff