

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.)

**COUNTERCLAIM-PLAINTIFF'S
MEMORANDUM IN SUPPORT
OF MOTION FOR ATTORNEYS'
FEES, COSTS, AND
SERVICE AWARD FOR
CLASS REPRESENTATIVE**

Class counsel respectfully submit this Memorandum of Law in Support of Counterclaim Plaintiff's Unopposed Motion for Attorney's Fees, Costs, and Service Award for the Class Representative.

I. INTRODUCTION

This case arose on January 13, 2021, when Plaintiff Carolina Lease Management Group, LLC ("CLMG") sued Defendant Charles Greene in the Small Claims Division of Jones County District Court. CLMG filed suit to recover

possession of a portable storage shed sold to Mr. Greene under a rent-to-own agreement alleging that he had not made the required payments under the agreement. The case was tried in Small Claims court on January 27, 2021, and the magistrate awarded possession of the shed to CLMG. Mr. Greene timely appealed the decision to the District Court for Jones County for a trial *de novo* scheduled for March 22, 2021. Thus began almost five years of continuous litigation in this case and a sister case raising the same issues pending in 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.

Now that the parties have reached a settlement which this Court preliminarily approved and which the federal court in the *Bland* case finally approved, Class Counsel submits this memorandum in support of their Motion for an Award of Attorneys' Fees and Expenses and Service Award for Class Representative. Class Counsel seeks an award of \$330,551.47 which includes expenses of \$5,796.72 to be paid from the common fund of \$1,001,671.13. The fee and expense award sought is 33% of the common fund. This fee and expense request is fair and reasonable as set forth below.

II. **BACKGROUND**¹

On January 13, 2021, Plaintiff CLMG sued Defendant Charles Greene in the Small Claims Division of Jones County District Court to recover possession of a

¹ Mr. Greene incorporates by reference the background set forth in his Memorandum of Law in Support of Preliminary Approval of Class Action Settlement at pages 4 through 9.

portable storage shed sold under a rent-to-own agreement. CLMG alleged that Mr. Greene had not paid the required payments under the agreement so CLMG sought possession of the storage shed. The parties went to trial on January 27, 2021, and CLMG prevailed on its claim for possession. Mr. Greene timely appealed the magistrate's decision to the District Court for Jones County for a trial *de novo* scheduled for March 22, 2021.

In the meantime, Mr. Greene retained Attorney Lapas to assist him with his trial *de novo* appeal from Small Claims Court. Attorney Lapas promptly filed an Answer and Counterclaim, a Motion to Transfer to Superior Court, and a Motion for Partial Summary Judgment in this case. A few weeks later, on April 8, 2021, an amended Answer with a Class Counterclaim was filed asserting that CLMG's rent-to-own contracts violated North Carolina law and that CLMG engaged in debt collection violations. This case, along with its sister case raising nearly identical issues and filed on March 10, 2022, *Bland, et al, v. Carolina Lease Management Group, LLC, CTH Rentals, LLC, and Old Hickory Buildings, LLC*, 4:22-CV-33-BO have been the subject of continuous litigation since that time.

Over the subsequent years, counsel for Mr. Greene engaged in discovery and sought to compel discovery from CLMG, retained an expert witness who prepared a report supporting liability in this case, filed and responded to dispositive motions, filed a motion for class certification and submitted proposed orders granting class certification, and appeared in multiple hearings in open court and telephonically before this Court.

Because this case is intimately tied with the issues in the *Bland* case, the parties engaged in settlement negotiations to resolve both cases simultaneously. After the U.S. Court of Appeals reversed the dismissal of the *Bland* action, the *Bland* court ordered the Parties to participate in a mediated settlement conference. The parties selected Jacqueline Clare, a well-respected third-party mediator well-versed in consumer claims. As part of the mediation process, both sides submitted detailed and comprehensive mediation statements. On February 12, 2025, the parties engaged in a videoconference mediation. During the mediation, proffered settlement offers were rejected and the three-hour mediation session resulted in an impasse.

After the mediation impasse, the parties continued litigating both cases. While counsel were deposing CLMG's and other corporate representatives and witnesses, meaningful settlement negotiations commenced directly among counsel. After several days of negotiating among the parties' counsel, and in consultation with Mr. Greene, the negotiations resulted in the finalized Settlement Agreement resolving both cases.

III. TERMS OF THE SETTLEMENT

The terms of the Settlement are detailed extensively in the Motion for Preliminary Approval of Class Action Settlement and memorandum in support thereof. For the purposes of Class Counsel's Motion for an Award of Attorneys' Fees and Expenses and Service Award for Class Representative, the Settlement Agreement provides that Class Counsel will submit a motion for an award of

attorneys' fees and costs for no more than 33% of the Settlement Fund of \$1,001,671.13, or \$330,551.47, and for expenses incurred in pursuing this case, which CLMG will not oppose.

Class Counsel are electing to pursue an award of \$330,551.47 which includes the expenses incurred of \$5,796.72. This award of fees and expenses would be slightly less than the 33% plus costs specified in the Settlement Agreement.

In addition, the Settlement Agreement states that Class Counsel will seek a service award not to exceed \$10,000.00 for Charles Greene as the class representative. CLMG will not oppose Class Counsel's request.

IV. ARGUMENT IN SUPPORT OF AWARD OF FEES AND COSTS

North Carolina subscribes to the "common fund" doctrine as a long-standing exception to the general rule that every litigant is responsible for their own attorney's fees. *Bailey v. State*, 348 N.C. 130, 160, 500 S.E.2d 54, 71 (1998), 6A N.C. Index 4th § 49 (2024). Under the common fund doctrine, a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or the client is entitled to a reasonable attorney's fee from the fund as a whole. *Ehrenhaus v. Baker*, 243 N.C. App. 17, 26, 776 S.E.2d 699, 705 (2015). As such, the reasonable value of the attorney's services should be borne proportionately by all plaintiffs. *Taylor v. City of Lenoir*, 148 N.C. App. 269, 275-76, 588 S.E.2d 242, 247 (2002). For class actions, the request for attorneys' fees to be paid to counsel from the common fund is also reviewed to ensure that it is fair and reasonable. *Ehrenhaus v. Baker*, 243 N.C. App. 17, 30, 776 S.E.2d 699, 708 (2015); *Elliott v. KB Home North*

Carolina, Inc., No. 08-CvS 21190, 2017 WL 1499938, at * 7 (NC Super. Ct. Wake Cty., April 17, 2017).

In this case, Mr. Greene entered into a fee agreement with counsel whereby counsel would receive as their fee 1/3 (33 1/3%) of the recovery plus expenses incurred. The Settlement Agreement provides that counsel may apply for a fee award of 33% of the Settlement Fund plus expenses incurred over the course of the representation. Rather than adding the expenses on top of the 33% fee as permitted in the Settlement Agreement, Class counsel request an award of fees and expenses of \$330,551.47 which includes \$5,796.72 in expenses incurred in this case. This equates to a fee percentage of 32.43% of the common fund. As shown below, the requested fees and expenses are fair and reasonable based on the "percentage of the fund" standard, Class Counsel's lodestar, and by the factors set forth in Rule 1.5 of the North Carolina Rules of Professional Conduct.

A. The Governing Standard for Determining the Fairness of Fee and Expense Request.

The North Carolina appellate courts have not addressed the standard for determining the fairness and reasonableness of attorneys' fees awards in common fund cases. 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. Abbot 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 examines (1) whether the percentage requested is within an accepted range and appropriate based on the actual benefits obtained for the class ("percentage of fund" method); (2) how the actual hours spent on the case compare to the fee amount 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. *Weddle*, 2025 WL 3205418, at *5. In this case, Counsel's fee and expense request satisfies all three methods of analysis.

B. The Requested Percentage of the Common Fund is Appropriate and Consistent with Awards in Similar Cases.

Class Counsel seeks an award of \$330,551.47 for all fees and expenses incurred in pursuing this case from the common fund. After subtracting expenses, Counsel seeks \$324,874.41 solely for attorneys' fees, which is 32.43% of the common fund of \$1,001,671.51. North Carolina courts have routinely held that a request for attorneys' fees of one-third (33.33%) of the common fund is reasonable and appropriate in class actions. *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).

Federal courts in North Carolina likewise have approved attorneys' fees awards of 33% of a common fund—including the sister case to the present action, the *Bland* matter, in which the District Court found that the fee award in relation to the results achieved in the Settlement was reasonable, fair, and appropriate. *Bland v. CLMG et al.*, No. 4:22-CV-33-BO (E.D.N.C. Nov. 7, 2025) (attached). *See also Bulls v. USAA Fed. Sav. Bank*, No. 5:21-CV-488-BO, 2025 WL 223768, at *1 (E.D.N.C. Jan. 16, 2025); *Chrismon v. Meadow Greens Pizza*, No. 5:19-CV-155-BO, 2020 WL 3790866, at * 5 (E.D.N.C. July 7, 2020); 5 *Newberg and Rubenstein on Class Actions* § 15:73 (6th ed.) (attorneys' fees in common fund cases typically reflect around one-third of the recovery); Theodore Eisenberg & Geoffrey Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, 1 J. of Empirical Legal Studies, 27, 31, 33 (2004) (finding that courts consistently award 30-33% of the common fund).

As shown in the cases cited, Class Counsel's request for attorneys' fees of 33% of the common fund is not only within the typical range approved by North Carolina courts in common fund cases but is also justified by the benefits achieved on behalf of the 3,816 class members who will receive a *pro rata* distribution from the \$643,836.66 remaining, after deducting the requested service award to Mr. Greene and estimated settlement administration costs.² Moreover, 99 percent of the *Greene*

² Mr. Greene requests a service award of \$10,000. The estimated costs of settlement administration are \$17,283.

class members are also members of the *Bland* class and will also receive a distribution from the *Bland* class.³ Counsel estimates that the *Greene* class members will receive, on average, a distribution in excess of \$160.00. Again, the vast majority of *Greene* class members will also receive a distribution from the *Bland* class which will average over \$640 per class member.

C. The Requested Fees are Appropriate under a Lodestar Analysis.

A cross-check of Counsel's lodestar confirms the propriety of the requested attorneys' fees. Here, Counsel's lodestar is \$477,636.00, which exceeds the requested fee and expense award by \$147,084.53 or 44.49%.⁴ As a result, the request is presumptively reasonable.

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); *In re: Synergy and Thoro Class Action Settlement*, No. 96 CvS 5900, 1999 WL 33563728, at * 6 (N.C. Super. New Hanover Cty. July 14, 1999). North Carolina courts have routinely approved attorneys' fees in common fund cases where the percentage of the fund requested by counsel was from two to four times *higher* than the base lodestar. *See, Byers*, 1998 WL 34031740 (noting that a multiplier of the base lodestar amount of between 2 to 4 would be reasonable in a common fund case). Here the total lodestar for Class

³ Forty or fewer of the 3,816 *Greene* class members are not members of the *Bland* class. All other *Greene* class members will also receive a distribution in the *Bland* case.

⁴ This "lodestar" amount is derived using NCLC's regular billing rates set forth in the Declaration of Charles M. Delbaum as part of Exhibit 1 to Counterclaim Plaintiff's Motion for an Award of Attorneys' Fees and Costs.

Counsel is \$477,636.00 for the preparation and prosecution of this case. As a result, the requested 33% fee and expenses award of \$330,551.47 is *lower* than Class Counsel's lodestar by at least \$22,908.53 and as much as \$147,084.53.⁵ The lodestar cross-check confirms that the 33% fee requested by Class Counsel is reasonable and fair.

In this case, Class Counsel spent more than 877 hours in attorney time in the investigation, preparation and prosecution of this case. The Declarations of Counsel filed herewith attest to the reasonableness of the billing rates and time expended on behalf of the class. Class Counsel's billing rates are set forth in Exhibit 1 to Class Counsel's Motion and in the chart below:

<u>Individual</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Time Expended prior to 12/11/25</u>	<u>Lodestar</u>
Adrian Lapas	Attorney	\$400	552.2	\$220,880
Charles Delbaum	Attorney	\$790	304.8	\$240,792
Jennifer Wagner	Attorney	\$655	20.8	\$ 13,624
Alicia Lapas	Paralegal	\$75	31.2	\$ 2,340
Total			877.8 (atty)	\$471,236

The hourly rates of Class Counsel compare favorably with rates approved in other North Carolina class actions. As indicated above, the hourly billing rates for Class Counsel range from \$400.00 to \$790.00. These rates are reasonable in light of the fact that Mr. Lapas is a North Carolina consumer law and bankruptcy attorney with class action experience, who has been practicing for 32 years. Mr. Delbaum is a

⁵ Reducing NCLC hours from its regular billing rates to \$400 an hour yields a lodestar of \$353,460, less than the fee and expense award requested. *See*, p. 11, *infra*.

nationally recognized consumer class action attorney with fifty-four years of experience and Ms. Wagner has clerked for a Judge of the Fourth Circuit Court of Appeals with seventeen years of consumer class action experience and represents consumers across the country in class actions. A sample of recent attorney fee awards in North Carolina show hourly rates of over \$800 for experienced attorneys are reasonable.⁶ But even if Class Counsel's rates were all adjusted significantly to an average rate of \$400 per hour, Class Counsel's lodestar would *still* exceed the requested fee award. Counsel expended 877.8 hours which when multiplied by \$400 per hour yields a lodestar of \$353,460.00 (includes \$2,340.00 for Mr. Lapas' paralegal).

It should be noted that the hours expended set forth herein only include time expended prior to completion of the instant memo and motion. Class Counsel are still obligated to prepare the Motion for Final Approval and memorandum supporting final approval, attend the final approval hearing, and take the necessary steps to finalize the distribution of the settlement funds to the class members. Class Counsel estimate another 50 hours may be required to finalize everything necessary to effectuate this settlement.

⁶ See, e.g., *Stark v. Blue Cross & Blue Shield of N. Carolina*, No. 1:23-CV-22, 2025 WL 524781, at *12 (M.D.N.C. Feb. 18, 2025) (approving hourly rates up to \$800 for counsel in consumer class action); *Ovando v. Mountaire Farms Inc.*, No. 7:23-CV-4-M, 2025 WL 1733070, at *7 (E.D.N.C. May 15, 2025), *report and recommendation adopted sub nom. Gomez Ovando v. Mountaire Farms, Inc.*, No. 7:23-CV-00004-M, 2025 WL 1731997 (E.D.N.C. June 20, 2025) (approving rate of \$750 for class counsel); *Ciarciello v. Bioventus Inc.*, 760 F. Supp. 3d 377, 401 (M.D.N.C. 2024) (approving rates up to \$1,250 for class counsel).

D. Rule 1.5 Factors Support the Requested Fee Award.

In addition to reviewing the requested percentage of the fund and lodestar, North Carolina state courts consider the factors set forth in Rule 1.5 of the North Carolina Rules of Professional Conduct to confirm the reasonableness of the requested attorneys' fees in common fund cases. The Rule 1.5 factors provide in relevant part:

The factors to be considered in determining whether a fee is clearly excessive include the following:

- (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"). In this case, the Rule 1.5 factors strongly support the reasonableness and appropriateness of the attorneys' fees requested. Each factor is discussed below.

1. "The time and labor required, novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly." RPC 1.5(a)(1).

In this instance, Mr. Greene sought first to defend himself from CLMG's replevin action against him and asserted as a defensive and offensive move, a class counterclaim challenging not only the rent-to-own agreement that he entered into but the rent-to-own agreements that thousands of other North Carolinians entered into across the State. The provision of North Carolina's Retail Installment Sales Act (RISA) has been subject to very little appellate court scrutiny and pursuing this action involved consideration of multiple issues such as the proper calculation of imputed interest in a rent-to-own transaction and the statute of limitations for RISA, for debt collection practices based on RISA, for unfair trade practices based on RISA, and for counterclaims, as well as the issues arising under Rule 23 of the North Carolina Rules of Civil Procedure. The amount of briefing that occurred in this case, oftentimes multiple rounds of briefing over distinct issues, along with the interplay of the federal court's resolution of an issue, and the fact that this matter has been pending for over four years all support this factor.

In investigating this matter, Class Counsel obtained dozens of exemplar contracts from numerous local courthouses as well as from the federal courts' public access system to demonstrate that CLMG's actions took place on a consistent and wide-spread basis. Counsel further had to analyze each contract based on the statutory language and the language of the rent-to-own agreement to determine whether the contract was covered by North Carolina's RISA in the first place and

then whether the contract violated the provisions of RISA by seeking finance charges in excess of the maximum allowed. *See, Affidavit of Adrian M. Lapas, Contract Summaries*, (October 10, 2022). It is believed that Class Counsel is the first to raise these issues in the North Carolina courts.

Counsel also had to contend with the complicating factor of the federal district court in the *Bland* action considering issues relevant to this case, some of which necessitated an appeal to the United States Court of Appeals for the Fourth Circuit, that affected the course of this action. *See Bland, et al. v. Carolina Lease Mgt. Grp., LLC, et al.*, No. 23-1367, 2024 WL 2012487 (May 7, 2024). Counsel exercised skill in handling the interplay of complex legal issues and overlapping classes between the two courts to obtain a favorable settlement on behalf of both the *Greene* class here and the *Bland* class in the federal action.

Moreover, it should be noted that this case arose in defense to CLMG's action against Mr. Greene in Small Claims Court and then appealed to the Jones County District Court. The novelty and difficulty of the issues is demonstrated by the fact that no other attorneys had accepted such a case even though CLMG had filed hundreds of Small Claims cases across the state seeking possession of property subject to the same rent-to-own agreement that Mr. Greene entered into and replevin was allowed to go forward. *See Greene's Motion for Class Certification, Ex. 3, 3A*, (May 23, 2022). If Counsel had rejected pursuing this matter, thousands of North Carolinians would have gone without the relief secured by this Settlement.

The history of this case and the Rule 1.5(a)(1) factor above strongly support Class Counsel's fee request.

2. "The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer."
RPC 1.5(a)(2).

In *Ehrenhaus v. Baker II*, the trial court stated, "Given the complex nature of the case and the large number of class members, the Court finds that Plaintiff understood that prosecution of this action would require the investment of a substantial amount of time and labor by his attorneys." *Ehrenhaus v. Baker II*, No. 08 CvS 22632, 2014 WL 5783027, at *4 (N.C. Super. March 31, 2014).

Similarly, in this case, Attorney Lapas discussed with Mr. Greene that asserting class counterclaims would necessarily be a complicated case. In addition to the complicated statutory claims under RISA, Unfair Trade Practices Act, and the debt collection act, it would also be necessary to meet the Rule 23 requirements

Mr. Greene was informed that, as a solo practitioner, Attorney Lapas was not in a position to handle this case on his own and would seek additional counsel for this case. Similarly, Attorney Delbaum (and subsequently Attorney Wagner) are both employed by a non-profit organization, National Consumer Law Center, that must also be judicious in the cases it accepts in managing its case load and other responsibilities.

Consideration of factor 1.5(a)(2) also argues in favor of this Court approving Class Counsel's requested fee award in this case because it would and did require a

substantial amount of time from the attorneys that could preclude other employment, and Mr. Greene was informed of such.

3. "The fee customarily charged in the locality for similar legal services." RPC 1.5(a)(3)

As stated above in Section IV.B, North Carolina state courts and the federal courts in North Carolina routinely approve common fund class action settlements for one-third of the recovery. The federal court in the sister action to this case, *Bland et al v. Carolina Lease Mgt. Grp., LLC*, approved the 33% fee award sought by Class Counsel. Similarly, it is counsel's understanding that North Carolina attorneys routinely pursue personal injury cases on a contingent fee of 1/3 (33.33%) of the recovery.

Inasmuch as Class Counsel's fee and expense request is comparable with what is customarily charged in this locality, this factor also supports approving Counsel's fee and expense request.

4. "The amount involved and the results obtained." RPC 1.5(a)(4).

The results obtained by Class Counsel in this case and the *Bland* case are substantial and justify the requested attorneys' fees. Between the two cases, Class Counsel secured an \$8 million common fund along with the stipulation that \$669,522.33 in debt claimed owed will also be cancelled among the class members of the two classes. In this case alone, the common fund of \$1,001,671.13 is substantial and will result in the class members receiving, on average, over \$160.00. Moreover, as stated above, almost all of the *Greene* class members will also receive a

distribution from the *Bland* class (averaging over \$640) with the exception of approximately 40 *Greene* class members, who only made payments during the short period of time during the *Greene* class period.

Moreover, as part of the settlement, Class Counsel negotiated that the class members need not do anything in order to participate in the settlement distribution. This is not a case in which the class members must file a claim and provide documentation in order to receive a distribution from the settlement.

Finally, at least so far, the Class itself has not shown any disapproval of the Settlement and the attorneys' fees requested. On October 7, 2025, the claims administrator sent out the court-approved class notice which also informed the Settlement Class that Class Counsel would seek up to \$330,551.47 in attorneys' fees and costs. To date, no opt-outs or objections to the Settlement have been received by Class Counsel.⁷ This signifies approval of the Settlement including Class Counsel's anticipated fee request.

Based on the non-trivial amount that the *Greene* class members will receive and Class's tacit approval of the Settlement including the fee request, the Rule 1.5(a)(4) factor supports approving Class Counsel's fee request.

5. "The time limitations imposed by the client or other circumstances." RPC 1.5(a)(5).

In this case, the time limitations imposed by the circumstances of the case add further support for the requested award of attorneys' fees.

⁷ Objections must be filed by January 2, 2026. The Motion for Final Approval will provide an update regarding objections.

Initially, this case involved moving quickly to ensure that Mr. Greene's rights were protected. As stated above, Mr. Greene was sued in Small Claims Court and lost before the magistrate. Mr. Greene timely appealed the case which was scheduled for trial in the Jones County District Court for March 22, 2021. Counsel promptly filed a detailed Answer, Motion to Transfer to Superior Court, and Motion for Partial Summary Judgment with supporting affidavits. Counsel then filed as of right an amended Answer asserting Class Counterclaims. In just a few months, Class Counsel filed their Motion for Class Certification with several exhibits which necessitated travel to several local courthouses to obtain documentation to support the claims raised in this case as well as retaining an expert witness. Moreover, numerous briefs were prepared and filed as well as monitoring and complying with various discovery deadlines. Class Counsel was mindful that continuing the litigation particularly in light of the class certification issues would have potentially added years of appellate practice and unacceptable delay to class recovery.

6. "The nature and length of the professional relationship with the client." RPC 1.5(a)(6).

Counsel did not have a professional relationship with Mr. Greene prior to entering into this case. However, over almost five years during which this case has been actively litigated, Mr. Greene and Counsel have had numerous meetings, telephone calls, preparation sessions for court hearings, and discussions about this case as well as other issues unrelated to this case. As such, an expansive professional relationship has developed and supports the fee request under this Rule 1.5(a)(6) factor.

7. "The experience, reputation, and ability of the lawyer or lawyers performing the services."
RPC 1.5(a)(7).

This case was vigorously prosecuted by two lawyers initially with a third being brought in 2024. Attorney Lapas has been in private practice for over thirty years and is very experienced in a wide range of consumer litigation including two substantial class actions as referenced in his declarations. Attorneys Delbaum and Wagner are both employed by National Consumer Law Center, Inc., a non-profit organization widely recognized for its consumer law expertise and experience. Both Attorney Delbaum Attorney Wagner have extensive experience in class action litigation. *See Motion for Preliminary Approval of Class Action Settlement, Ex. 2 Declarations of Counsel* (July 29, 2025).

The considerable experience, reputation, and ability of class counsel in the fields of class action law and consumer law argue in favor of Class Counsel's fee request under this Rule 1.5(a)(7) factor.

8. "Whether the fee is fixed or contingent."
RPC 1.5(a)(8).

The contingency factor deserves substantial consideration in this case. The class counterclaim was filed on April 8, 2021, and Counsel has been working on this case since that time without compensation. During that time, this unprecedented case could have been lost based on developments in the sister federal case, or class certification could have been denied, as well as on any of the defenses raised by CLMG here and in *Bland*.

Class Counsel undertook this case on a contingency-fee basis and invested substantial time and resources at considerable risk given the uncertainties involved in order to obtain redress for 3,816 North Carolina residents and to uphold the statutory mandate that certain contracts must comply with North Carolina law. This factor strongly supports the reasonableness of the requested fees.

E. Summary

The attorneys' fee award requested by Class Counsel in the amount of \$330,551.47 inclusive of \$5,796.72 incurred in expenses is reasonable and fair based on the percentage-of-the-fund method as well as the lodestar cross-check and in considering the Rule 1.5(a) factors. The requested fee is also justified by the work expended, the risks shouldered by Counsel, and the results obtained on behalf of the class.

V. CLASS REPRESENTATIVE SERVICE AWARD

Class Counsel further petition this Court to approve a service award to Mr. Greene in the amount of at least \$10,000.00. Courts routinely approve service awards to compensate the named representative for his or her effort on behalf of the absent class members and the risks incurred during the course of the litigation. "Without incentive awards, the class representative would not be rewarded for their participation or for the risk of pursuing this action with no promise of a successful outcome." *Speaks v. U.S. Tobacco Coop., Inc.*, No. 5:12-CV-729-D, 2018 WL 988083, at *3 (E.D.N.C. Feb. 20, 2018); *see also, Berry v. Schulman*, 807 F.3d 600, 612 (4th Cir. 2015).

Service awards of \$10,000.00 or more have typically been paid to class representatives. The federal court in the sister action to this case awarded the three named plaintiffs \$10,000.00 each. *Bland v. Carolina Lease Mgt. Grp., LLC*, No. 4:22-CV-33-BO (E.D.N.C. Nov. 7, 2025). *See also, e.g., Bulls v. USAA Fed. Savings Bank*, No. 5:21-CV-488-BO, 2025 WL 223768, at *2 (awarding \$20,000 to each of the five class representatives in a consumer class action); *Chrismon v. Green Meadows Pizza*, No. 5:19-CV-155-BO, 2020 WL 3790866, at *6 (E.D.N.C. July 7, 2020)(awarding \$10,000 to class representative); *Childress v. Bank of America, N.A.*, No. 5:15-CV-231-BO, ECF No. 122 (E.D.N.C. Dec. 14, 2017)(approving incentive awards of \$15,000 for the original named plaintiffs and \$10,000 for the plaintiffs added later, none of whom were deposed); *Childress v. JPMorganChase & Co.*, No. 5:16-CV-298-BO, ECF No. 360 (E.D.N.C. Oct. 1, 2020)(approving \$25,000 service award to class representatives who had been involved throughout litigation). *See also McCurley v. Flowers Foods, Inc.*, No. 5:16-cv-00194-JMC, 2018 WL6550138, at *8 (D.S.C. Sep. 10, 2018)(awarding “\$25,000.00, which is well within the range of reasonable incentive awards approved by the courts.”); *McBean v. City of New York*, 233 F.R.D. 377, 391-92 (S.D.N.Y. 2006)(stating incentive awards of \$25,000-\$30,000 are “solidly in the middle of the range”); *Kay Co.*, 749 F. Supp. 2d at 473 (noting the “burdensome task” of serving as a class representative and awarding \$15,000 incentive awards to six class representatives notwithstanding the lack of depositions or other testimony from them).

As shown by Class Counsel's declaration in support of the service award, Mr. Greene has participated extensively in this litigation. He attended hearings in Jones County at the beginning of this case and traveled to Pitt County for hearings as well as numerous trips to counsel's office and to locations between his home and counsel's office. Furthermore, by letter dated January 11, 2022, CLMG offered Mr. Greene \$40,000 (a "pick-off" offer) which he rejected in order to protect the interests of the class. Mr. Greene's participation in this case should be recognized by a service award of at least \$10,000.00.

V. CONCLUSION

For the reasons set forth above, the Settlement obtained by Class Counsel in this matter justifies an award of attorneys' fees and expenses in the amount of \$330,551.47 and a Service Award of at least \$10,000.00 to Charles D. Greene as the Settlement Class Representative.

This the 18th day of December, 2025.

LAPAS LAW OFFICES, PLLC

By: s/ Adrian M. Lapas
Adrian M. Lapas
Attorney for Counterclaim-
Plaintiff
Post Office Box 10688
Goldsboro, NC 27532
Telephone: (919) 583-5400
Facsimile: (919) 882-1777
N.C. State Bar No.: 20022
Email: adrian@lapaslaw.com

NATIONAL CONSUMER LAW CENTER

By: s/ Jennifer S. Wagner
Jennifer S. Wagner
W.V. Bar No. 10639
(Admitted *pro hac vice*)

By: s. Charles M. Delbaum
Charles M. Delbaum
Mass. Bar No. 543225
(Admitted *pro hac vice*)
7 Winthrop Square
Boston, MA 02110
Telephone: (617) 226 0313
Facsimile: (617) 542-8028
Email: jwagner@nclc.org

CERTIFICATE OF SERVICE

The undersigned does hereby certify that the foregoing COUNTERCLAIM PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEY'S FEES, COSTS AND SERVICE AWARD FOR CLASS REPRESENTATIVE 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 18th day of December, 2025.

LAPAS LAW OFFICES, PLLC

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

APPENDIX

*Bland, et al. v. Carolina Lease Management
Group, LLC, CTH Rentals, LLC, and
Old Hickory Buildings, LLC*

Final Order of Approval of
Class Action Settlement

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
Case No.: 4:22-CV-33-BO

HANK BLAND, KENDELL)
JACKSON, LUETTA INNIS, for)
themselves and all others similarly)
situated,)
)
Plaintiffs,)
)
v.)
)
CAROLINA LEASE MANAGEMENT)
GROUP, LLC, CTH RENTALS, LLC,)
and OLD HICKORY BUILDINGS,)
LLC,)
)
Defendants.)
_____)

**ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND MOTION FOR ATTORNEYS' FEES AND COSTS AND
PAYMENT OF CLASS REPRESENTATIVES' AWARDS**

This matter comes before this Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, ECF Nos. 106, 107, and Plaintiffs' Unopposed Motion for Attorneys' Fees and Costs, and Payment of Class Representatives' Awards, ECF Nos. 104, 105.

WHEREAS, on July 24, 2025, this Court entered an Order Granting Preliminary Approval of Class Action Settlement, Certifying the Class for Purposes of Settlement, and Directing Notice to the Class, ECF No. 103 ("Preliminary Approval Order"), certifying the class, preliminarily approving the proposed settlement of this action pursuant to the terms of the Class Action Settlement

Agreement, ECF No. 100-1 (“Settlement Agreement” or “Settlement”), and directing that notice be given to the members of the Class;

WHEREAS, the capitalized terms herein shall have the same meaning as in the Settlement Agreement, ECF No. 100-1;

WHEREAS, the Court finds that the Class should be and hereby is finally certified as set forth in the Preliminary Approval Order and the Settlement Agreement;

WHEREAS, pursuant to the Parties' plan for providing notice to the Class (the "Notice Plan"), the Class was notified by first-class mail and posting on the internet of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*, whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release and whether to dismiss the Released Claims against Carolina Lease Management Group, LLC, and CTH Rentals, LLC; and

WHEREAS, a Final Approval Hearing was held on October 28, 2025. Prior thereto, on October 14, 2025, Plaintiffs submitted the declaration of Mark Unkefer of American Legal Claim Services, LLC, attesting to the completion of the Notice Plan. As is set forth in that declaration, no Class Member has submitted a request to be excluded from the Settlement and no Class Member has objected to the Settlement;

WHEREAS, the Court finds that the Wounded Warrior Project, Inc., maintains programs assisting veterans and veterans' families' financial needs

including counseling, education, and other services and its charitable work in this area has a nexus to the instant lawsuit and that Wounded Warriors Project, Inc. is an appropriate *cy pres* recipient for any unclaimed settlement funds.

NOW, THEREFORE, having considered the written submissions and after hearing oral argument at the fairness hearing on October 28, 2025, the Court hereby GRANTS Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, ECF Nos. 106, 107, and Plaintiffs' Unopposed Motion for Attorneys' Fees and Costs and Payment of Class Representatives' Awards, ECF Nos. 104, 105, for the reasons set forth therein and hereby ORDERS as follows:

1. The Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement, ECF No. 100-1, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the Verified Settlement Class.

2. The Court further finds that the mailing of the Class Notice and the other provisions of the notice plan satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

3. The Effective Date of the Settlement Agreement will be the latter of (a) the expiration of three business days after the time to file a motion to alter or amend both this Final Approval Order and the Final Approval Order entered by the court in *Carolina Lease Management Group, LLC v. Greene*, No. 21-cv-134-510 (Jones Cty. Sup. Ct., N.C.) ("*Greene*"), without any such motion having been filed; (b) the expiration of three business days after the time in which to appeal both this

Final Approval Order and the Final Approval Order entered in *Greene*, without any such appeal having been filed; and (c) if any such motion or appeal is filed, three business days after determination of said motion or appeal that allows consummation of the Settlement.

4. By reason of the Settlement, the Court hereby enters final judgment in this matter and all claims alleged by Plaintiffs are dismissed with prejudice as of the Effective Date, as defined by this Order. This final judgment is contingent on a like order being entered in *Greene*.

5. Each Verified Settlement Class Member shall be bound by the Agreement, including that each Verified Settlement Class Member releases Carolina Lease Management Group, LLC, and CTH Rentals, LLC, from any and all claims that were raised in this case, as set forth in the Settlement Agreement.

6. The Court retains exclusive jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement.


7. The Court hereby orders that attorneys' fees and costs for Class Counsel be awarded in the amount of \$2,309,448.53, and awards \$10,000.00 each to Hank Bland, Luetta Inniss, and Kendall Jackson, to be paid from the Settlement Fund, in recognition of their service to the class in pursuing this action. Other than as specified herein, the Parties shall bear their own costs and expenses.

8. The Settlement Administrator, American Legal Claim Services, LLC, shall complete administration of the class by making the payments approved by this Order in accordance with the Settlement Agreement.

9. If funds remain from unclaimed or uncashed checks that are sufficient to make it economically reasonable to make a second round of distributions, the Settlement Administrator will make a second round of distributions to those Verified Class Members who cashed their initial checks. After the time expires for Verified Class Members to cash their initial distribution checks, Plaintiffs shall inform the Court of the total number of Class Members who cashed their checks and the amount remaining as undistributed funds, so that the Court can make the determination regarding economic feasibility. If the funds are insufficient for this purpose, or if any funds are uncashed after a second distribution, then the Settlement Administrator shall disburse the remaining funds to the non-profit organization Wounded Warrior Project, Inc., EIN 20-2370934, 4899 Belfort Road, Jacksonville, Florida 32256.

10. This Order is contingent upon a similar order being entered in *Greene* finally approving a class action settlement of that matter as referenced in the Settlement Agreement. Class Counsel is directed to submit a notice to the Court and proposed Final Judgment upon entry of an order approving the class action settlement in *Greene*, whereupon the Court will enter final judgment herein.

SO ORDERED, This 7 day of November, 2025.


TERRENCE W. BOYLE
UNITED STATES DISTRICT JUDGE