

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV000809-100

IN RE ASHEVILLE EYE
ASSOCIATES DATA INCIDENT
LITIG.

**ORDER ON MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND
SERVICE AWARDS**

THIS MATTER is before the Court on Plaintiffs Robert Woodsmall, Dena Brito, Mimi Reynolds, Robert Ricchetti, and Christopher Miller's (collectively, "Plaintiffs") Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Expenses, and Service Awards ("Motion," ECF No. 53).

INTRODUCTION

1. Through the present consolidated case, a number of former patients of a Western North Carolina optometry practice have filed suit against the practice in connection with a data breach or "hacking" incident. In resolving the present Motion, the Court concludes that the plaintiffs have met their burden for class certification, the plaintiffs have demonstrated that the proposed settlement is fair, reasonable, and adequate to the class, and that an award of their reasonable attorneys' fees is appropriate.

FACTUAL AND PROCEDURAL BACKGROUND

2. A more thorough recitation of the factual and legal issues addressed by the Court in this case can be found in its prior orders. *See In re Asheville Eye Assocs. Data Incident Litig.*, 2025 NCBC LEXIS 153 (N.C. Super. Ct. Nov. 10, 2025); *In re Asheville Eye Assocs. Incident Litig.*, 2025 NCBC LEXIS 88 (N.C. Super. Ct. July 24,

2025); *In re Asheville Eye Assocs. Incident Litig.*, 2025 NCBC LEXIS 78 (N.C. Super. Ct. June 30, 2025).

3. Defendant Asheville Eye Associates, PLLC is a North Carolina professional limited liability company that maintains its principal place of business in Asheville, North Carolina. (Compl. ¶ 19.) As part of Defendant’s business, Defendant owns and operates various optometry offices throughout Western North Carolina. (Compl. ¶ 19.)

4. Plaintiffs Robert Woodsmall, Dena Brito, Mimi Reynolds, Robert Ricchetti, and Christopher Miller are each former patients of Defendant.

5. In connection with the services provided to Plaintiffs by Defendant, Plaintiffs voluntarily disclosed their personally identifiable information (“PII”) and personal health information (“PHI”) to Defendant. (Compl. ¶¶ 24–25.)

6. On or about 18 November 2024, Defendant learned that a third party had gained unauthorized access to its network and computer systems (the “Data Incident”). (Compl. ¶ 26; *see also* Compl. Ex. A.)

7. As a result of the Data Incident, Plaintiffs have each alleged that their PII and PHI was unlawfully exposed and has been put at risk of being exploited by cyber criminals.

8. Following an internal investigation, on 4 February 2025, Defendant provided written notice to Plaintiffs informing them of the Data Incident. (Compl. ¶ 26; *see also* Compl. Ex. A.)

9. Shortly thereafter, each of the Plaintiffs filed individual lawsuits against Defendant in Buncombe County Superior Court.

10. In their individual Complaints, Plaintiffs purported to assert various claims for monetary relief against Defendant on behalf of themselves and a class of other affected individuals.

11. In March 2025, each of the underlying cases were designated as mandatory complex business cases and assigned to the undersigned.

12. On 9 May 2025, the Court entered an Order consolidating each of the underlying cases into the present action and appointing attorney Gary M. Klinger, of the law firm Milberg Coleman Bryson Phillips Grossman PLLC as interim counsel for the putative class. *See Woodsmall v. Asheville Eye Assocs., PLLC*, 2025 NCBC LEXIS 52 (N.C. Super. Ct. May 9, 2025).

13. On 9 October 2025, Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement wherein they requested that the Court approve the proposed settlement agreement. (ECF No. 36; *see also* ECF No. 35.1 (“Settlement Agreement”).)

14. On 10 November 2025, the Court entered its Order on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (ECF No. 39) and authorized Kroll Settlement Administration (the “Settlement Administrator”) to provide written notice to the putative class.

15. Plaintiffs filed the present Motion on 20 April 2026 requesting final approval of the Settlement Agreement.

16. This matter came before the Court for a final approval hearing via Webex on 14 May 2026, at which all parties were represented by counsel. (*See* ECF No. 45.) No unrepresented members of the putative class attended the hearing.

17. On 28 August 2026—while the Motion was still pending—Plaintiffs filed a Notice of Withdrawal of Cole & Van Note’s Time & Expense from Motion for Attorney Fee & Expenses (ECF No. 62) wherein Plaintiffs requested that the Court exclude from its attorneys’ fees calculation any work performed by the law firm of Cole & Van Note.

18. Having been fully briefed, the Motion is now ripe for resolution.

ANALYSIS

19. In the Motion, Plaintiffs have requested that the Court (1) certify the class under Rule 23 of the North Carolina Rules of Civil Procedure and approve the terms of the Settlement Agreement; and (2) enter an order—pursuant to the terms of the Settlement Agreement—awarding Plaintiffs’ reasonable attorneys’ fees, expenses, and class representative service awards.

20. The Court will first address the issue of class certification and approval of the Settlement Agreement before turning to the Plaintiffs’ request for attorneys’ fees, expenses, and service awards.

I. Class Certification and Final Settlement Approval

21. “As a threshold matter, the party seeking class certification bears the burden to shown that a proper class exists[]” under Rule 23 of the North Carolina Rules of Civil Procedure, *Armistead v. County of Carteret*, 389 N.C. 21, 24 (2026)

(cleaned up), which states, in relevant part, that “[i]f persons constituting a class are so numerous as to make it impracticable to bring them all before the court, such of them, one or more, as will fairly insure the adequate representation of all may, on behalf of all, sue or be sued[.]” N.C. R. Civ. P. 23(a).

22. “When these prerequisites are satisfied, the determination of whether a class action is superior to other available methods of adjudication is committed to the sound discretion of the trial court.” *Wardson Constr., Inc. v. City of Raleigh*, 389 N.C. 140, 145 (2026) (citing *Beroth Oil Co. v. N.C. Dep’t of Transp.*, 367 N.C. 333, 337 (2014)).

23. “In evaluating whether class certification is appropriate, the trial court should consider whether a class action is superior to other available methods to adjudicate the controversy and whether the class action is likely to serve useful purposes such as preventing a multiplicity of suits or inconsistent results.” *Armistead*, 389 N.C. at 24–25 (citing *Jackson v. Home Depot U.S.A., Inc.*, 388 N.C. 109, 113 (2025)).

24. Rule 23(c) of the North Carolina Rules of Civil Procedure states, in relevant part, that “[a] class action shall not be dismissed or compromised without the approval of the judge.” N.C. R. Civ. P. 23(c). “Because settlements are ‘compromises,’ a class action [settlement] must therefore be subject to judicial review before it can be effectuated.” *Ehrenhaus v. Baker*, 216 N.C. App. 59, 71 (2011).

25. For the Court to approve a class action settlement, the Court must find that there has been fair notice, an opportunity for class members to object, and that

the settlement terms are fair, reasonable, and adequate. *In re Krispy Kreme Doughnuts S'holder Litig.*, 2018 NCBC LEXIS 1, at *12 (N.C. Super. Ct. Jan. 2, 2018) (cleaned up). The Court's determination as to the fairness, reasonableness, and adequacy of the terms of the settlement may be influenced by various factors, including:

(a) the strength of the plaintiff's case, (b) the defendant's ability to pay, (c) the complexity and cost of further litigation, (d) the amount of opposition to the settlement, (e) class members' reaction to the proposed settlement, (f) counsel's opinions, and (g) the stage of proceedings and how much discovery has been completed.

Chambers v. Moses H. Cone Mem. Hosp., 2022 NCBC LEXIS 122, at *8 (N.C. Super. Ct. Oct. 19, 2022) (cleaned up).

26. Ultimately, "[t]he decision to approve or reject a [class action] settlement is committed to the sound discretion of the trial judge[.]" *Ehrenhaus*, 216 N.C. App. at 73 (cleaned up).

27. Having carefully considered the Motion, the parties' submissions, and all other appropriate matters of record, the Court, in the exercise of its discretion, concludes that Plaintiffs have satisfied the requirements of Rule 23 for class certification and that the terms of the Settlement Agreement are fair, reasonable, and adequate. Accordingly, the Court hereby **GRANTS** final approval of the Settlement Agreement and **ORDERS** as follows:

28. The Court hereby certifies, for settlement purposes, the following class (the "Class"):

All individuals whose PHI/PII was compromised in the Data Incident. The Class specifically excludes: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the

affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (d) attorneys and other legal representatives affiliated with or employed by Class Counsel, and; (e) all persons who validly Opt-Out of the Settlement. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

29. Based on the record before the Court, the Class is ascertainable and consists of approximately 327,756 individuals, satisfying the numerosity requirement; there are common questions of law and fact, including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying the commonality requirement; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action. *See Weddle v. WakeMed Health & Hosps.*, 2025 NCBC LEXIS 158, at *6–7 (N.C. Super. Ct. Nov. 17, 2025) (certifying a class—for settlement purposes—of “500,000 former and current patients” whose PII and PHI were allegedly disclosed without authorization).

30. The Court finds that the claims and interests of Plaintiffs Robert Woodsmall, Mimi Reynolds, Dena Brito, Robert Ricchetti, and Christopher Miller are typical of the Class, such that they each have a genuine personal interest in the

controversy, and that they will adequately represent the Class for settlement purposes.

31. Accordingly, the Court **APPOINTS** Plaintiffs Robert Woodsmall, Mimi Reynolds, Dena Brito, Robert Ricchetti, and Christopher Miller to serve as the Class Representatives for settlement purposes.

32. The Court further finds that attorney Gary M. Klinger, of the law firm Milberg Coleman Bryson Phillips Grossman PLLC, is qualified by education and experience to serve as Class Counsel and that he will (and already has) fairly represented the interests of the Class in this case.

33. Therefore, the Court **APPOINTS** Klinger to serve as Class Counsel for settlement purposes.

34. In assessing whether the terms of the Settlement Agreement are fair, reasonable, and adequate, the Court notes that the Settlement Agreement was the product of arms-length negotiations—which included more than sixteen hours spent at a mediated settlement conference. (*See* ECF No. 29); *see also* *Weddle*, 2025 NCBC LEXIS 158, at *13 (finding the fact that “the settlement [was] a result of arms-length negotiations between the parties and [was] not the product of collusion” to weigh in favor of approving the settlement).

35. Furthermore, the Settlement Agreement provides various different forms of relief for the Class, including:

- a. A process for Class Members to submit requests for reimbursement of out-of-pocket expenses;

- b. All class members will automatically receive a \$10 voucher that can be used towards purchasing eyeglasses through Defendant;
- c. All class members will automatically receive an enrollment code valid for one-year of identity theft protection through the Settlement Administrator;
- d. The award of reasonable attorneys' fees and expenses (not to exceed \$500,000) to Plaintiffs' counsel; and
- e. The award of reasonable service awards (not to exceed \$1,250) to each of the Class Representatives.

(*See generally* ECF No. 35.1.)

36. The Court finds that the Class has been given reasonable notice of the present action and the terms of the Settlement Agreement—as evidenced by the declarations of the Settlement Administrator. (*See* ECF No. 54.1.)

37. Furthermore, the deadline for Class members to object to the Settlement Agreement—or to request that they be excluded from the Class—has expired and no Class members have done so. Likewise, no members of the Class appeared at the 14 May hearing for the purpose of objecting to the Settlement Agreement or to request their exclusion from the Class. This “absence of any significant opposition to the settlement heavily favors approval.” *Weddle*, 2025 NCBC LEXIS 158, at -10; *see also Ehrenhaus*, 216 N.C. App. at 74 (“[T]he reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” (cleaned up)).

38. Based on the Court's thorough review of the terms of the Settlement Agreement and all other appropriate matters of record, the Court concludes that it is fair, reasonable, and adequate.

39. Accordingly, the Court hereby approves the terms of the Settlement Agreement and **DIRECTS** Defendant and the Settlement Administrator to implement the Settlement Agreement in the manner and timeframe as set forth therein.

40. Pursuant to the Settlement Agreement, Plaintiffs and the members of the Class release the Released Claims against the Released Persons (as those terms are defined in the Settlement Agreement). As a result, the parties shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims

41. The Release shall not include the right of any Class member, Plaintiffs' counsel, Class Counsel, or any of the Released Persons to enforce the terms of the Settlement Agreement.

42. As a result of the Court's final approval herein, this action is hereby **DISMISSED with prejudice**, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement Agreement.

II. Approval of Attorneys' Fees, Costs, and Services Awards

43. In addition to seeking class certification and final approval of the Settlement Agreement, the Motion also requests that the Court enter an order awarding: (1) attorneys' fees to Plaintiffs' counsel in the amount of \$467,604.89;¹ (2) reimbursement of litigation costs and expenses to Plaintiffs' counsel in the amount of \$9,583.61; and (3) service awards of \$1,250 to each of the Class Representatives in recognition of their service to the Class.

44. The Court will address each of these categories in turn.

A. Attorneys' Fees

45. "[T]he parties to a class action may agree to a fee-shifting provision in a negotiated settlement that is—like all other aspects of the settlement—subject to the trial court's approval in a fairness hearing. During the fairness hearing, the trial court must carefully assess the award of attorneys' fees to ensure that it is fair and reasonable." *Ehrenhaus v. Baker*, 243 N.C. App. 17, 30 (2015) (cleaned up).

46. The reasonableness of attorneys' fees "is governed by the factors found in Rule 1.5 of the Revised Rules of Professional Conduct of the North Carolina State Bar." *Ehrenhaus*, 216 N.C. App. at 96.

47. The factors to be considered under Rule 1.5(a) of the Rules of Professional Conduct include:

¹ While Plaintiffs' counsel had originally requested that the Court enter an award of \$490,416.39 in attorneys' fees, as noted above, Plaintiffs have subsequently filed a notice withdrawing their request for approximately \$22,811.50 in attorneys' fees relating to work performed by the law firm of Cole & Van Note.

- (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. R. of Prof. Conduct 1.5(a).

48. A trial court's determination as to the amount of attorneys' fees to be awarded is left to the court's discretion and "will not be disturbed without a showing of manifest abuse of [that] discretion." *Bryson v. Cort*, 193 N.C. App. 532, 540 (2008) (cleaned up).

(1) Reasonableness of Rates

49. A trial court may take judicial notice of the rates customarily charged by local attorneys for the same tasks, *Simpson v. Simpson*, 209 N.C. App. 320, 328 (2011), and may consider the services rendered by paralegals, *United Lab'ys, Inc. v. Kuykendall*, 335 N.C. 183, 195 (1993).

50. In their request for attorneys' fees, Plaintiffs' counsel have proposed that the reasonable range of hourly rates for work performed by partner-level attorneys is

between \$600 and \$750 and that the reasonable range of hourly rates for work performed by associate-level attorneys is between \$350 and \$650.

51. As a general matter, these rates are within the range that have been found to be reasonable for attorneys practicing before this Court. *See Mauck v. Cherry Oil Co.*, 2024 NCBC LEXIS 142, at *7 (N.C. Super. Ct. Nov. 8, 2024) (finding hourly rates of between \$290 and \$435 reasonable for associates and an hourly rate of \$550 for a partner to be reasonable); *Green v. EmergeOrtho, P.A.*, 2024 NCBC LEXIS 102, at *9–10 (N.C. Super. Ct. Aug. 2, 2024) (finding hourly rates of \$575 to \$725 reasonable for partner attorneys and rates of \$325 to \$500 reasonable for associate attorneys); *McManus v. Gerald O. Dry, P.A.*, 2023 NCBC LEXIS 69, at *6–8 (N.C. Super. Ct. May 5, 2023) (awarding fees at a rate of \$700 per hour for a senior partner and \$350 per hour for an associate); *Woodcock v. Cumberland Cnty. Hosp. Sys.*, 2023 NCBC LEXIS 54, at *14 (N.C. Super. Ct. Apr. 3, 2023) (awarding fees at an hourly rate of \$600 for a partner and \$375 for a mid-level associate).

52. However, based upon the Court’s review of the education, experience, and qualifications of each of Plaintiffs’ counsel, the Court concludes that the requested hourly rates for attorneys Tyler Bean (\$750), John Nelson (\$625), Sarah Knox (\$600), Liberato Verderame (\$650), Neil Williams (\$625), and Tanner Hilton (\$400) are excessive.

53. Accordingly, the Court, in the exercise of its discretion, will award attorneys’ fees attributable to them based on the following hourly rates, which the Court finds to be reasonable: Tyler Bean at \$550; John Nelson at \$575; Sarah Knox

at \$550; Liberato Verderame at \$525; Neil Williams at \$425; and Tanner Hilton at \$350.

54. In addition to the proposed hourly rates noted above, Plaintiffs' counsel have also proposed that work performed by non-attorney support staff be compensated at a rate of \$258 per hour. The Court finds this rate to be unreasonably excessive for two reasons.

55. First, an hourly rate of \$258 is in excess of the rates that this Court has typically approved for work performed by non-attorney support staff in similar cases. *See Mauck*, 2024 NCBC LEXIS 142, at *7 (finding hourly rates of between \$208 and \$225 to be reasonable for paralegals and support staff); *Green*, 2024 NCBC LEXIS 102, at *10–11 (approving hourly rates of \$150, \$208, \$225, and \$239 for paralegals and client support specialists); *McManus*, 2023 NCBC LEXIS 69, at *8 (awarding fees at hourly rates between \$208 and \$225 for paralegals).

56. Second, the proposed rate of \$258 per hour for support staff is unreasonable because several of the support staff that have recorded time in this matter bill at lower rates than the requested rate. For example, some support staff who have submitted requests for compensation in this matter actually bill at hourly rates between \$120 per hour and \$200 per hour.

57. Plaintiffs' counsel have failed to cite to any North Carolina appellate authority wherein reasonable attorneys' fees were calculated using a *higher* hourly rate for timekeepers than the hourly rate those timekeepers actually charge.

58. Accordingly, the Court, in the exercise of its discretion, concludes that the reasonable hourly rate for non-attorney support staff in this matter will be calculated using the lesser of (1) the timekeeper's normal billing rate; or (2) \$225 per hour.

59. A full recitation of the approved hourly rate for each timekeeper in this matter (both attorneys and support staff) that the Court has found to be reasonable is included below ("Appendix A").

(2) Time and Labor Required

60. Having addressed the reasonableness of hourly rates for Plaintiffs' counsel and their non-attorney support staff, the Court next turns to the time and labor required in litigating this action.

61. Plaintiffs' counsel have submitted itemized invoices for work performed in this case and for which they seek compensation.² However, based on the Court's thorough review of those time entries, the Court concludes that some of the requested attorneys' fees are non-compensable for the following reasons.

(a) *Pro Hac Vice* Fees

62. First, the Court concludes that it would be inappropriate to award attorneys' fees for work performed in connection with the various motions (and hearings) related to the admission of out-of-state counsel *pro hac vice*.

² To the extent that Plaintiffs' counsel have requested reimbursement for work performed that is not supported by contemporaneous time sheets, the Court will not award fees related to that work. *See Flynn v. E. Radiologists, Inc.*, 2026 NCBC LEXIS 48, at *9 (N.C. Super. Ct. Feb. 26, 2026) (noting that the Court will not approve attorneys' fees where the movant has not "provide[d] adequate information to substantiate the requested attorneys' fees").

63. Indeed, North Carolina’s federal courts have recognized that attorneys’ fees and expenses relating to the *pro hac vice* admission of out-of-state counsel are not compensable. *See Belk, Inc. v. Meyer Corp.*, 2010 U.S. Dist. LEXIS 97441, at *29 (W.D.N.C. Aug. 30, 2010) (declining to award expenses in the amount of \$2,000 because “*pro hac vice* fees . . . are considered nontaxable costs”); *SELEE Corp. v. McDanel Advanced Ceramic Techs., LLC*, 2017 U.S. Dist. LEXIS 113949, at *19 (W.D.N.C. July 21, 2017) (noting that a request seeking reimbursement of “fees incurred in seeking admission *pro hac vice*” was “clearly prohibited”); *Irwin Indus. Tool Co. v. Worthington Cylinders Wis., LLC*, 2010 U.S. Dist. LEXIS 105575, at *6 (W.D.N.C. Oct. 1, 2020) (describing “*pro hac vice* fees” as “[n]ontaxable items”).

64. Accordingly, the Court will exclude from its attorneys’ fees calculation all time spent by Plaintiffs’ counsel in connection with the various motions for admission *pro hac vice* that have been filed in this matter (including fees relating to hearings to address certain issues relating to those motions).

(b) Clerical and Administrative Tasks

65. Second, the Court will not permit the recovery of attorneys’ fees in connection with purely clerical or administrative work.

66. Courts have held that “[m]any clerical tasks should be subsumed in a law firm’s overhead, rather than billed even at a firm’s rate for paralegal work, because the most basic of clerical tasks—filing, transcription, and document organization—are part of the cost of doing business.” *Triplett v. N.C. Dep’t of Pub. Safety*, 2017 U.S. Dist. LEXIS 142088, at *16 (W.D.N.C. Sept. 1, 2017); *see also*

Missouri v. Jenkins, 491 U.S. 274, 288, n.10 (1989) (stating that the dollar value of non-legal work “is not enhanced just because a lawyer does it” (citation omitted)); *Topness v. Cascadia Behav. Healthcare*, 2017 U.S. Dist. LEXIS 218426, at *16 (D. Or. Oct. 17, 2017) (holding that “the court may reduce an attorney’s hours for time spent performing clerical work”).

67. As this Court has previously noted, “[t]he precise boundary between legal tasks and clerical ones may be debated, but there is indeed a line between such tasks.” *Ford v. Jurgens*, 2022 NCBC LEXIS 59, at *14 (N.C. Super. Ct. June 15, 2022); *see also Gorrell v. Wake Cnty.*, 2022 U.S. Dist. LEXIS 141068, at *23 (E.D.N.C. Aug. 8, 2022) (defining clerical tasks as “filing documents with the court, issuing summonses, scanning and mailing documents, reviewing files for information, printing pleadings, organizing documents, creating notebooks or files, assembling binders, emailing documents, and making logistical telephone calls” (internal citation omitted)); *Dewotan v. Kijakazi*, 2023 U.S. Dist. LEXIS 47189, at *4 (E.D.N.C. Mar. 17, 2023) (holding that billing for “files received, reviewed and processed from referral source for attorney review” and “doc[ument]s prepared for client completion” are clerical in nature).

68. Having carefully reviewed the billing entries submitted by Plaintiffs’ counsel in this action, the Court will exclude those entries that reflect purely clerical or administrative tasks, such as filing documents, organizing case files, and routine client communications. *See Rogers v. Astrue*, 2015 U.S. Dist. LEXIS 168913, at *9

(W.D.N.C. Dec. 17, 2015) (finding that “merely ministerial” calls to a client to provide a short update on the case were not recoverable).

(c) Unrelated, Vague, and Block Billed Time Entries

69. Third, the Court will exclude (or significantly reduce) from its attorneys’ fees calculation all time entries that are inappropriately excessive, vague, unrelated to the present action, or reflect the practice of “block billing.”

70. “While block-billing is not prohibited *per se*, the practice limits the Court’s ability to determine whether the time expended on each particular task was reasonable.” *Ford v. Jurgens*, 2022 NCBC LEXIS 59, at *12 (N.C. Super. Ct. June 15, 2022) (cleaned up). When “time entries include compensable and non-compensable time . . . the Court [may] estimate the hours expended for each separate compensable task in the[] block-billing entries in the reasonable exercise of the Court’s discretion.” *Vitaform, Inc. v. Aeroflow, Inc.*, 2024 NCBC LEXIS 21, at *11–12 (N.C. Super. Ct. Feb. 5, 2024) (cleaned up).

71. Having thoroughly reviewed each of the time entries and billing statements, the Court excludes—or otherwise reduces—the time entries submitted by Plaintiffs’ counsel as reflected in the table below (“Appendix B”) from its attorneys’ fees calculation.

(3) Loadstar Multiplier

72. Plaintiffs’ counsel have further requested that, in calculating the attorneys’ fees award, the Court apply a 2.5 multiplier to the product of their reasonable hourly rates and time spent in connection with the present case.

73. In considering whether a multiplier is appropriate—and if so, what that multiplier should be—the Court considers the remainder of the applicable Rule 1.5(a) factors, including: (1) the novelty of the claims and issues in this case; (2) whether the representation of Plaintiffs precluded Plaintiffs’ counsel from accepting other work; (3) the fixed or contingent nature of the fee agreement between Plaintiffs and their counsel; and (4) the quality of the representation provided by Plaintiffs’ counsel and results that were achieved. *See Ehrenhaus*, 216 N.C. App. at 96.

74. With respect to the novelty of the claims and issues in this case, the Court recognizes that the field of data breach litigation is fast evolving to keep pace with technological advancements.

75. However, upon reviewing the allegations contained in the Class Representatives’ various complaints and the claims asserted therein, the Court does not find that the present action presented any unusually novel or difficult questions of fact or law.

76. Rather, based on the Court’s review of the pleadings in this case, the facts and claims asserted therein appear to be typical of the facts and claims at issue in other data breach class action lawsuits in North Carolina courts.

77. Accordingly, the Court concludes that the novelty or difficulty of the claims and issues raised in this case do not weigh strongly in favor of an award of an attorneys’ fee multiplier.

78. Moreover, over the past decade, this Court has contributed significantly to the growing body of caselaw relating to data breach incidents and the unauthorized

disclosure of PHI and PII. *See, e.g., Dougherty v. Bojangles Rests., Inc.*, 2026 NCBC LEXIS 134 (N.C. Super. Ct. June 29, 2026); *Rodriguez v. FastMed Urgent Care, Inc.*, 2025 NCBC LEXIS 33 (N.C. Super. Ct. Mar. 25, 2025); *Vernon v. Trs. of Gaston Coll.*, 2024 NCBC LEXIS 112 (N.C. Super. Ct. Aug. 21, 2024); *Weddle v. WakeMed Health & Hosps.*, 2023 NCBC LEXIS 44 (N.C. Super. Ct. Mar. 22, 2023).

79. As a result of this existing body of caselaw—which allows litigants and lawyers to more accurately predict the potential risk and rewards of a case—the Court finds that the contingent nature of the fee agreement between Plaintiffs and their counsel and the likelihood of Plaintiffs’ representation precluding Plaintiffs’ counsel from accepting work in other matters weigh only slightly in favor of the award of an attorneys’ fee multiplier.

80. The Court recognizes that Plaintiffs’ counsel were ultimately able to negotiate and obtain court approval of the class-wide Settlement Agreement.

81. Nevertheless, while the terms of the Settlement Agreement are fair, reasonable, and adequate, the Court notes that the actual benefits to be received by the individual members of the Class are somewhat modest.

82. The Settlement Agreement does not require Defendant to establish and make payments from a centralized “settlement fund.” Rather, in addition to a year of identity theft protection through the Settlement Administrator, Defendant will be providing the members of the Class with a \$10 voucher that can be used at some (but not all) of Defendant’s locations when purchasing eyeglasses from Defendant.

83. Furthermore, the Settlement Agreement authorizes Class members to obtain reimbursement for out-of-pocket expenses (up to a certain amount) incurred as a result of the Data Incident.

84. In a nutshell, while the terms of the Settlement Agreement are reasonable, fair, and adequate to the Class—and, as a general proposition, consistent with the terms of other approved settlements in similar data breach cases—they are by no means extraordinary. *See Flynn v. E. Radiologists, Inc.*, 2026 NCBC LEXIS 48, at *5 (N.C. Super. Ct. Feb. 26, 2026) (noting that the “drastic asymmetry between the amount of fees and expenses requested by class counsel and the putative recovery by class members” is a factor to be considered in the calculation of an attorneys’ fees award).

85. Having thoroughly considered the evidence of record, the applicable Rule 1.5(a) factors, and the interpretative caselaw, the Court concludes, in the exercise of its discretion, that the award of a modest attorneys’ fee multiplier is reasonable under the present circumstances. Accordingly, the Court will apply a 1.3 multiplier to the fees that the Court has found to be compensable. *See All. Ophthalmology, PLLC v. ECL Grp., LLC*, 2024 U.S. Dist. LEXIS 113914, at *47 (M.D.N.C. June 27, 2024) (approving an attorneys’ fees award when “the multiplier is well under two”); *see also Gay v. Mortg. Constr. Servs., LLC*, 2026 U.S. Dist. LEXIS 88259, at *33 (E.D. Tex. Apr. 22, 2026) (approving a lodestar multiplier of 1.07); *Garbarino v. Naham, Saharovich & Trotz, PLC*, 2025 U.S. Dist. 203807, at *9 (E.D. Mo. Oct. 15, 2025) (approving a lodestar multiplier of 1.03); *In re Loancare Data Sec.*

Breach Litig., 2025 U.S. Dist. LEXIS 175663, at *49 (M.D. Fla. Sept. 9, 2025) (approving a lodestar multiplier of 1.342); *In re Cap. One Consumer Data SEC Breach Litig.*, 2022 U.S. Dist. LEXIS 213070, at *13 (E.D. Va. Nov. 17, 2022) (approving a 1.39 lodestar multiplier).

B. Expenses

86. In addition to seeking an award of their reasonable attorneys' fees, Plaintiffs' counsel have also requested that the Court reimburse them for their out-of-pocket expenses and costs incurred in prosecuting the present action.

87. While most of the claimed out-of-pocket expenses are reasonable, for the reasons stated above, the Court will not order the reimbursement of expenses related to (1) applications for admission *pro hac vice*; (2) matters not encompassed in the present consolidated action; and (3) law firm overhead.

88. A full recitation of the out-of-pocket expenses that the Court has found to be non-compensable is included below ("Appendix C").

C. Service Awards

89. Finally, the Motion requests that each of the Class Representatives be awarded \$1,250 in connection with their service to the Class through this action.

90. The Court, in the exercise of its discretion, concludes that the requested service awards are reasonable and consistent with service awards that have been granted to other class representatives in similar actions. *See Williams v. Monarch*, 2024 NCBC LEXIS 101, at *15 (N.C. Super. Ct. Aug. 2, 2024) (authorizing a service award of \$2,500 to each named plaintiff); *Green*, 2024 NCBC LEXIS 102, at *15

(awarding \$5,000 service awards to each plaintiff); *In re Novant Health, Inc.*, 2024 U.S. Dist. LEXIS 107949, at *4 (approving a service award of \$2,500 per class representative); *All. Ophthalmology, PLLC*, 2024 U.S. Dist. LEXIS 113914, at *51 (authorizing a \$1,000 service award for each class representative).

91. Accordingly, the Motion is **GRANTED** and each of the Class Representatives shall be entitled to a service award of \$1,250.

CONCLUSION

IT IS ORDERED as follows:

1. Plaintiffs' Motion for Final Approval of Class Action Settlement is **GRANTED**, and Defendant and the Settlement Administrator are **DIRECTED** to implement the Settlement Agreement in the manner and timeframe as set forth therein.
2. Plaintiffs' Motion for Service Awards is **GRANTED** and Plaintiffs Robert Woodsmall, Mimi Reynolds, Dena Brito, Robert Ricchetti, and Christopher Miller are each awarded service awards in the amount of **\$1,250.00**;
3. Plaintiffs' Motion for Expenses is **GRANTED** in part, and Plaintiffs' counsel shall be reimbursed for their reasonable expenses in the following amounts:
 - (a) **\$12.96** to Edelson Lechtzin LLP;
 - (b) **\$223.50** to Ellzey, Kherkher, Sanford & Montgomery LLP;
 - (c) **\$300.25** to Fisher Stark, P.A.;

- (d) **\$205.78** to Hunter & Everage, PLLC; and
 - (e) **\$5,635.41** to Milberg Coleman Bryson Phillips Grossman PLLC.
4. Plaintiffs' Motion for Attorneys' Fees is **GRANTED** in part, and Plaintiffs' counsel shall be entitled to an award of their reasonable attorneys' fees in the following amounts:
- (a) **\$15,892.50** to Bryson Harris Suciu & DeMay PLLC;
 - (b) **\$292.50** to Edelson Lechtzin LLP;
 - (c) **\$54,492.75** to Ellzey, Kherkher, Sanford & Montgomery LLP;
 - (d) **\$6,116.50** to Fisher Stark, P.A.;
 - (e) **\$9,009.00** to Hunter & Everage, PLLC;
 - (f) **\$7,507.50** to Kopelowitz & Ostrow, LLC;
 - (g) **\$80,710.50** to Milberg Coleman Bryson Phillips Grossman PLLC;
- and
- (h) **\$5,804.50** to Siri Glimstad LLP.
5. Pursuant to the terms of the Settlement Agreement, the Court **ORDERS** that the present action is hereby **DISMISSED** with prejudice.

SO ORDERED, this the 8th day of September 2026.

/s/ Mark A. Davis
Mark A. Davis
Special Superior Court Judge for
Complex Business Cases

APPENDIX A

Timekeeper	Firm Name	Title	Hourly Rate
Marc Edelson	Edelson Lechtzin	Partner	\$750
Jarrett Ellzey	Ellzey, Kherkher, Sanford & Montgomery	Partner	\$750
Kenneth Grunfeld	Kopelowitz & Ostrow	Partner	\$750
David Lietz	Milberg Coleman Bryson Phillips Grossman	Partner	\$750
Leigh Montgomery	Ellzey, Kherkher, Sanford & Montgomery	Partner	\$750
Jeff Ostrow	Kopelowitz & Ostrow	Partner	\$750
Josh Sanford	Ellzey, Kherkher, Sanford & Montgomery	Partner	\$750
Brad Stark	Fisher Stark	Partner	\$750
Gary Klinger	Milberg Coleman Bryson Phillips Grossman	Partner	\$725
Scott Harris	Bryson Harris Suci & DeMay	Partner	\$700
Scott Harris	Milberg Coleman Bryson Phillips Grossman	Partner	\$700
Mariya Weekes	Milberg Coleman Bryson Phillips Grossman	Partner	\$625
John Nelson	Milberg Coleman Bryson Phillips Grossman	Partner	\$575
Tyler Bean	Siri Glimstad	Partner	\$550
Sarah Knox	Hunter & Everage	Partner	\$550
Liberato Verderame	Edelson Lechtzin	Partner	\$525
Michael Dunn	Bryson Harris Suci & DeMay	Associate	\$500
Michael Dunn	Milberg Coleman Bryson Phillips Grossman	Associate	\$500
Carolyn Cuneo	Milberg Coleman Bryson Phillips Grossman	Associate	\$475
Sean Short	Ellzey, Kherkher, Sanford & Montgomery	Associate	\$475
Casandra Turner	Milberg Coleman Bryson Phillips Grossman	Associate	\$475
Neil Williams	Siri Glimstad	Associate	\$425

Amanda Clark	Fisher Stark	Associate	\$350
Tanner Hilton	Siri Glimstad	Associate	\$350
Michelle Benvenuto	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Cherie Cornfield	Siri Glimstad	Staff	\$225
Scott Heldman	Bryson Harris Suciu & DeMay	Staff	\$225
Ava Mayo	Bryson Harris Suciu & DeMay	Staff	\$225
Kendal McLaughlin	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Amanda Mkamanga	Bryson Harris Suciu & DeMay	Staff	\$225
Amanda Mkamanga	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Sandra Passanisi	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Alcira Pena	Siri Glimstad	Staff	\$225
Heather Sheflin	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Ashley Tyrrell	Milberg Coleman Bryson Phillips Grossman	Staff	\$225
Alice Newlin	Ellzey, Kherkher, Sanford & Montgomery	Staff	\$160
Raya Jacob	Ellzey, Kherkher, Sanford & Montgomery	Staff	\$125

APPENDIX B³

Name	Date	Activity	Time Allowed
Leigh Montgomery	01/05/25	Receive/Review emails from Court re: scheduling motion for final approval	0.0
Sandra Passanisi	02/05/25	Review of NC portal for copy of file-stamped complaint. Save to file. File admin	0.0
Alice Newlin	02/07/25	Prepare service package and email same to process server.	0.0
Ashley Tyrrell	02/07/25	6 receipts for assortment of complaints and refilings. Most to be reimbursed. One SOP invoice - \$56.25. Saved all to folder. Uploaded to Lit. Forwarded to accounting	0.0
Heather Sheflin	02/07/25	DeBenedetto - Revised CCS and Summons, formatted and finalized Complaint, efiled, updated ss, email to co counsel, processed receipt, file admin/review.	0.0
Heather Sheflin	02/07/25	Brooks - Revised CCS and Summons, formatted and finalized Complaint, efiled, updated ss, email to co counsel, processed receipt, file admin/review.	0.0
Sarah Knox	02/07/25	Receipt or PHV motion, editing and filing	0.0
Jennifer Malainy	02/08/25	MARKET FOR CLIENTS; SPEAK TO POTENTIAL CLIENTS; SIGN CLIENT; CREATE MATTER IN MANAGE; EMAIL T. BEAN	0.0
Mike Malainy	02/08/25	HELP J. MALAINY MARKET FOR NEW DATA BREACH CLIENTS	0.0
Liberato Verderame	02/10/25	Check requirements for pro hac	0.0

³ Typographical errors appearing below appear in the original time entry sheets submitted by Plaintiffs' counsel.

Marc Edelson	02/10/25	Prepare retainer for client Terri Best	0.0
Alcira Pena	02/11/25	EMAILS WITH D. SMITH CONCERNING NEW CASE FILING (0.2); SUBMIT FORGOT MY PASSWORD (0.1)	0.2
Liberato Verderame	02/11/25	Prep for service	0.0
Liberato Verderame	02/11/25	Research rules for service	0.0
Amanda Mkamanga	02/12/25	Received filed Complaint; added case, court and party information to the Matter in Litify	0.0
Liberato Verderame	02/12/25	Review emails for new plaintiff	0.0
Alcira Pena	02/14/25	SUBMIT RESET PASSWORD REQUEST (0.1); MESSAGES WITH D. SMITH REGARDING SAME (0.2); CREATE NEW E-FILING ACCOUNT FOR D. SMITH (0.2); SET UP ACCOUNT FOR FILING WITH ATTORNEY INFORMATION (0.2); EMAILS WITH K. HERTZ REGARDING PAYMENT INFORMATION (0.2); MESSAGES WITH T. BEAN REGARDING SAME (0.1); MESSAGES WITH D. ESTEFANO CONCERNING PAYMENT INFORMATION FOR SAME (0.1); UPDATE AND FINALIZE COMPLAINT (0.2); UPDATE AND FINALIZE CIVIL COVER SHEET (0.2); FILE NEW CASE (0.4); REVIEW PROCEDURES FOR FILING SAME (0.2); ORGANIZE FOLDERS (0.1); UPLOAD FILE-STAMPED COPIES TO CLIO (0.1); UPDATE MONDAY.COM WITH SAME (0.1)	1.9
Liberato Verderame	02/14/25	Mail at Post Office	0.0
Sarah Knox	02/14/25	Email from court regarding proposed order for PHV Motion, coordination with co-counsel for propose order	0.0

Ashley Tyrrell	02/17/25	Jones complaint - \$205.78 (Barnow2Reimburse), Miller complaint - \$205.78 (EL2Reimburse). Saved to folder. Uploaded to Lit. Forwarded to accounting	0.0
Ashley Tyrrell	02/20/25	SOP - \$186.25. Saved to folder. Uploaded to Lit. Forwarded to accounting	0.0
Sandra Passanisi	02/26/25	Emails w co-counsel re drafting PHVs. Review of local rules and forward templates for reference. File admin.	0.0
Alcira Pena	03/03/25	REVIEW AND PRINT INITIATING DOCUMENTS (0.2); PREPARE SAME FOR MAILING (0.2); DRAFT CERTIFIED MAIL SLIP (0.2); DRAFT RETURN RECEIPT CARD (0.2); CONDUCT BUSINESS ENTITY SEARCH (0.1); DRAFT AND PRINT SHIPPING LABEL (0.2); GO TO AND FROM USPS (0.9); MAIL SAME (0.1); SCAN CERTIFIED MAIL SLIP (0.2); EXPENSE SAME (0.1); REVIEW LOCAL RULES (0.1); REVIEW DOCKET (0.1)	0.5
Liberato Verderame	03/03/25	Check service	0.0
Heather Sheflin	03/07/25	Receipt, reviewed, revised WBF and TRH PHV, email to co counsel re status of service and revisions, conferral request, file admin.	0.2
Liberato Verderame	03/12/25	Review notices	0.0
Liberato Verderame	03/12/25	Review emails re removal	0.0

Alcira Pena	03/13/25	DRAFT NOTICE OF DISMISSAL FOR STATE COURT (0.4); DRAFT NOTICE OF DISMISSAL FOR FEDERAL COURT (0.4); EMAILS WITH T. BEAN REGARDING SAME (0.1); REVIEW STATE COURT DOCKET (0.1); REVIEW STATE AND FEDERAL COURT RULES (0.2); REVIEW FEDERAL COURT DOCKET (0.1); DRAFT NOTICE OF APPEARANCE (0.3); FINALIZE NOTICES AND EMAIL SAME FOR REVIEW AND APPROVAL (0.2)	0.0
Leigh Montgomery	03/13/25	Emails: receive/review/discuss email from Court re: LSM PHV application and import to new court	0.0
Neil Williams	03/13/25	RECIEPT AND REVIEW OF EMAILS FROM OPPOSING COUNSEL AND CO-COUNSEL REGARDING REMOVAL OF STATE COURT ACTION (0.3); EMAIL WITH A. PENA REGARDING DRAFT DISMISSAL (0.3)	0.0
Neil Williams	03/13/25	CALL WITH OPPOSING COUNSEL REGARDING NOTICE OF REMOVAL AND CASE PLAN MOVING FORWARD (0.3); CONFER WITH T. BEAN REGARDING CALL WITH OPPOSING COUNSEL (0.2)	0.0
Sarah Knox	03/13/25	Review of buis court intro email and review of the pro hac vice motion amendments needed with co-counsel	0.0

Tyler Bean	03/13/25	REVIEW NOTICE OF REMOVAL AND CONSIDER SAME IN LIGHT OF ONGOING CONSOLIDATION EFFORTS IN BUSINESS COURT (0.4); SEND EMAIL TO G. KLINGER REGARDING DISMISSAL OF FEDERAL COMPLAINT AND INCLUSION OF PLAINTIFF IN BUSINESS COURT CONSOLIDATED ACTION (0.1)	0.0
Alcira Pena	03/14/25	EMAILS WITH TEAM CONCERNING DISMISSAL AND APPEARANCE	0.0
Marc Edelson	03/17/25	Email to client April Cogdill re case update	0.0
Alcira Pena	03/20/25	EMAILS WITH T. BEAN CONCERNING NEW FILINGS (0.1); UPDATE NOTICE OF DISMISSAL (0.2); FILE SAME (0.3); UPLOAD FILE-STAMPED COPY TO CLIO (0.1); REVIEW DOCKET (0.1); UPDATE MONDAY.COM (0.1)	0.0
Marc Edelson	03/20/25	Motions/Briefs Review pleading	0.0
Neil Williams	03/20/25	RECIEPT AND REVIEW OF EMAILS WITH T. BEAN AND A. PENA REGARDING NOTICE OF VOLUNTARY DISMISSAL AND FILING OF THE SAME	0.0
Tyler Bean	03/20/25	FOLLOW UP WITH A. PENA REGARDING DISMISSAL OF FEDERAL ACTION AND EMAIL G. KLINGER REGARDING SAME (0.2); EMAIL J. OSTROW REGARDING ORGANIZATION OF BUSINESS COURT CASES (0.1)	0.0
Brad Stark	03/21/25	Receipt and review of Designation Order from Supreme Court	0.1
David Lietz	03/24/25	Emails with Bill federman and Jeff Ostrow about voluntary dismissals and adding plaintiffs to consolidated complaint	0.0

David Lietz	03/24/25	Forwarded judge assignment to Casondra Turner	0.0
David Lietz	03/26/25	Email to Ben Barnow and Anthony Parkhill about voluntary dismissal; emails with Ben	0.0
David Lietz	03/26/25	Emails to Bill Federman and Jeff Ostrow about voluntary dismissals	0.0
Heather Sheflin	03/26/25	Reviewed WBF PHV docs, revised, emailed to SH, revised further, efiled, processed filing receipt, file admin.	0.0
Casondra Turner	03/27/25	Review emails to strategize and prepare dismissals	0.0
Heather Sheflin	03/27/25	Revised TRH PHV, efiled, processed receipt, file admin/review.	0.0
Liberato Verderame	03/27/25	Legal research re NC business court	0.0
Marc Edelson	03/27/25	Legal Research Register for account	0.0
Ashley Tyrrell	03/28/25	PHV - W. Federman - \$231.50 + PHV - T. Hilton - \$231.50. F&S to reimburse. Saved both to folder. Uploaded to Lit. Forwarded to accounting	0.0
Brad Stark	03/28/25	Receipt and review of Certification of Payment re Defendant	0.1
Casondra Turner	03/28/25	Prepare dismissals and email D. Lietz about same	0.0
Heather Sheflin	03/31/25	Receipt of 3 draft NOVD, revised, formatted, efiled, file admin/review, updated ss.	0.0
Liberato Verderame	03/31/25	Review emails, court filing	0.0
Marc Edelson	03/31/25	Email to client Arthur re case update	0.0
Heather Sheflin	04/09/25	Prepared PHV drafts, emailed to SH for review, emailed client sttment to co counsel, file admin	0.0
Leigh Montgomery	04/09/25	Receive/Review email from Court re: filing issue re: motion; get with LC to confirm correction	0.0
Sarah Knox	04/10/25	Filed motion on Apline platform	0.0

Sarah Knox	04/10/25	Reviewed court's request for PHV motion for lead counsel in all cases	0.0
Heather Sheflin	04/14/25	Prepared the PHVs for Ricchetti and Miller, emailed client statements to attorneys	0.0
Liberato Verderame	04/14/25	Review emails	0.0
Marc Edelson	04/14/25	Email to client Chris Miller re authorization for phv	0.0
Heather Sheflin	04/15/25	finalized and efiled GMK's PHV into Miller and Ricchetti cases, prepped client statement for reynolds and woodsmall, emailed to counsel, updated ss, file admin/review.	0.0
Leigh Montgomery	04/15/25	Review signed statement from client	0.0
Liberato Verderame	04/15/25	Meeting	0.0
Raya Jacob	04/15/25	Call with Client	0.0
Raya Jacob	04/15/25	Call with Client	0.0
Amanda Clark	04/16/25	Email correspondence/review regarding Pro Hac Vice Admission of Klinger	0.0
Brad Stark	04/16/25	Receipt and review of correspondence regarding Pro Hac Vice Admission of Co-counsel	0.0
Heather Sheflin	04/16/25	Prepared GMK PHV for Woodsmall case, emailed to co counsel for efilng, file admin/review.	0.0
Neil Williams	04/16/25	RECIEPT AND REVIEW OF EMAIL FROM C. TURNER REGARDING DEFENDANT REQUEST FOR PLAINTIFF INFORMATION (0.2); LEAVE VOICEMAIL WITH T. LYTLEREGARDING NEED FOR INFORMATION (0.2); EMAIL WITH T. LYTLEREGARDING NEED FOR INFORMATION (0.2)	0.0
Brad Stark	04/17/25	Receipt and review of email correspondence from co-counsel on Pro Hac Vice Motions and Proposed Orders and review/edit of same	0.0

Neil Williams	04/17/25	EMAIL WITH CLIENT T. LYTLE REGARDING INFORMATION NEEDED TO SEND TO DEFENDANT (0.2); EMAIL WITH CO-COUNSEL REGARDING ADDITION OF T. LYTLE'S INFORMATION TO SPREADSHEET (0.2)	0.0
Sarah Knox	04/17/25	Receivd, reviewed and filed PHV motion for lead counsel	0.0
Heather Sheflin	04/18/25	Reynolds - Prepared PHV for GMK, emailed to local, file admin/review.	0.0
Leigh Montgomery	04/20/25	Receive/Review/approve Motion and Order regarding Gary Klinger's pro hac vice motion; get with LC re: approval to file	0.0
Amanda Clark	04/21/25	Email correspondence with co-counsel re Pro Hac Admission	0.0
Heather Sheflin	04/21/25	millier - receipt of order granting GMK PHV, updated ss, updated docket, prepared registration statement, submitted to bar	0.0
Heather Sheflin	04/21/25	Receipt of Reynolds filing, checked docket, updated ss, revised Woodsmall PHV mtn, emailed to counsel	0.0
Heather Sheflin	04/21/25	ricchetti - receipt of order granting GMK PHV, updated ss, updated docket, prepared registration statement, submitted to bar	0.0
Heather Sheflin	04/21/25	Brito - receipt of order granting GMK PHV, updated ss, updated docket, prepared registration statement, submitted to bar	0.0
Amanda Clark	04/22/25	Email correspondence with co-counsel re Courtney Maccarone Pro Hac Vice	0.0
Ashley Tyrrell	04/22/25	PHV GMK - \$231.50 + 2nd PHV GMK - \$231.50. Saved to folder. Forwarded to accounting	0.0

Brad Stark	04/22/25	Receipt, review and edit of Motion for Pro Hac Vice appearance Klinger	0.0
Heather Sheflin	04/22/25	Checked dockets for PHV docs, email to co counsel re status, file admin.	0.0
Liberato Verderame	04/22/25	Meetings Conf call	0.0
Liberato Verderame	04/22/25	Review emails	0.0
Marc Edelson	04/22/25	Attend zoom meeting	0.0
Amanda Clark	04/23/25	Review and edit of Motion for Pro Hac Vice appearance	0.0
Brad Stark	04/23/25	Receipt and review of Order on Motion for Klinger Pro Hac Vice appearance	0.0
Sarah Knox	04/23/25	Submitted PHV order to the State Bar	0.0
Brad Stark	04/24/25	Receipt, review and Edit of Amended/Supplemental Motion for Pro Hac Vice Admission of Maccarone	0.0
Casondra Turner	04/25/25	Review email and research local rules and discuss next steps and potential settlement with opposing counsel	0.8
Brad Stark	04/28/25	Receipt and review of Order on Amended/Supplemental Motion for Maccarone Pro Hac Vice	0.0
Heather Sheflin	04/29/25	Receipt of AS draft PHV, reviewed and emailed back necessary changes.	0.0
Scott Harris	04/29/25	reviewed emails about scheduling matters; worked on case; emails to and from others about pro hac hearing	0.0
Ashley Tyrrell	05/05/25	225.00 - PHV - Milberg to reimburse Everage Law Firm; PHV GMK - \$231.50; Andrew Shamis PHV - \$231.50. Shamis & Gentile to reimburse Milberg	0.0

Heather Sheflin	05/05/25	Revised PHV for AS, efiled in NC Superior and Business Court, processed receipt, ,file admin/review.	0.0
Scott Harris	05/05/25	worked on case; prepared for meeting with counsel about pro hac motion; emails and discussions with Michael about next steps	0.5
Liberato Verderame	05/09/25	Court Hearing Webex hearing	0.0
Marc Edelson	05/12/25	Tele call to client Anthony Harp re case update	0.0
Josh Sanford	05/20/25	Examination of Order	0.0
Alcira Pena	05/22/25	REVIEW STATE COURT DOCKET (0.1); UPLOAD NOTICE OF REMOVAL (0.1); ORGANIZE FOLDERS (0.1); REVIEW FEDERAL DOCKET (0.1); REVIEW AND UPLOAD ALL RECENT DOCKET ENTRIES WITHIN SAME (0.4)	0.0
Brad Stark	05/28/25	Receipt and review of Notice of Hearing on Court's Sua Sponte Motion for Reconsideration	0.0
Leigh Montgomery	05/28/25	Receive/Review/respond Emails re: hearing re-set and schedule availability	0.0
Liberato Verderame	05/28/25	Review emails re hearing	0.0
Liberato Verderame	06/03/25	Court Hearing Calendar hearing	0.0
Michael Dunn	06/05/25	Emails re Pro Hac vice motion for Andrew Shamis.	0.0
Scott Harris	06/05/25	reviewed and revised amended pro hac motion	0.0
Liberato Verderame	06/09/25	Online meeting	0.0
Scott Harris	06/10/25	worked on case; handled issues with filing incorrect declaration; emails to and from opposing ocounsel;	0.8
Marc Edelson	06/25/25	Email to client Amanda Buscemi re case update	0.0

Brad Stark	06/30/25	Receipt and review of Order on Sua Sponte Reconsideration of Shamis Order	0.0
Scott Harris	06/30/25	worked on case; reviewed order from court; discussed with team about matter;	0.0
Michael Dunn	07/02/25	Emails re Supplemental Filing for Raina Borelli. Edits to draft.	0.0
Michael Dunn	07/08/25	Pulled emails and correspondence related to Andrew Shamis. Call with Scott Harris. Email to Scott explaining my interaction with Andrew.	0.0
Scott Harris	07/13/25	worked on case; reviewed timeline of filing various motions for dealign with Shamis issue	0.0
Leigh Montgomery	07/17/25	Receive/review email from Court re: transcript	0.0
Amanda Mkamanga	07/21/25	Received filed complaint; added Court, case and party information to Project	0.0
Amanda Mkamanga	07/21/25	Opened new Project in system; email with S. Heldman	0.0
Brad Stark	07/24/25	Receipt and review of Order Revoking Pro Hac Vice Admission of Borrelli	0.0
Michael Dunn	07/24/25	Emails and Order revoking Raina's admission PHV	0.0
Scott Harris	07/24/25	worked on case regardign Raina's pro hac being revoked; handled matters with team about case; discussed mediation with Gary and Michael; scheduled call on mediation	0.2
Michael Dunn	07/30/25	Emails re PHV; Bar update. Email to OC re mediation tomorrow.	0.1
Scott Heldman	08/22/25	Review filing, update calendar and casefile.	0.1

Neil Williams	09/18/25	CALL AND LEAVE VOICEMAIL WITH PLAINTIFF T. LYTLE REGARDING UPDATE ON STATUS OF CASE AND SETTLEMENT	0.0
Michael Dunn	09/23/25	Discussion with Scott Harris. Research who needs to sign off on consenting to our representation	0.0
Raya Jacob	09/26/25	Email to client	0.0
Raya Jacob	09/26/25	Email to client	0.0
Raya Jacob	09/26/25	Call with Client	0.0
Raya Jacob	09/26/25	Email to client	0.0
Raya Jacob	09/26/25	Email to client	0.0
Michael Dunn	10/08/25	Discussion with Scott Heldman. Task set to file firm change info	0.3
Brad Stark	10/09/25	Receipt and review of Notice of Firm Name pleading filed	0.0
Kendal McLaughlin	10/13/25	Confirmation of download, saving, and labelling of file stamped Motion for Preliminary Approval, Memorandum in Support, and accompanying exhibits	0.0
Alcira Pena	10/28/25	REVIEW LYTLE DOCKET (0.1); RESEARCH CONSOLIDATED DOCKET (0.1); REVIEW AND UPLOAD RELEVANT DOCKET ENTRIES TO IMANAGE (0.3); UPDATE CLIO MATTER INFORMATION (0.1); UPDATE MONDAY.COM (0.1); REVIEW NOTICE OF HEARING AND CIRCULATE CALENDAR ENTRY FOR SAME (0.3); REVIEW MOTION FOR PRELIMINARY APPROVAL (0.1)	0.5
Cherie Cornfield	10/28/25	REVIEW AND ACCEPT CALENDAR INVITE FORM A. PENA REGARDING NOTICE OF HEARING (.1)	0.0

Sandra Passanisi	11/10/25	Review of MPA Order. Calculate deadlines and update calendar. file admin.	0.2
Cherie Cornfield	11/19/25	REVIEW AND ACCEPT SEVERAL CALENDAR INVITES FROM A. PENA WITH PRELIMINARY APPROVAL DEADLINES (.2)	0.0
Tanner Hilton	11/19/25	REVIEW DOCKETING EMAILS FROM A. PENA AND DEADLINES SET BY PRELIMINARY APPROVAL ORDER (0.1)	0.0
Alcira Pena	11/25/25	REVIEW ECF NOTICE	0.0
Alcira Pena	12/01/25	RECEIPT AND REVIEW OF LEXISNEXIS TRACK ALERT	0.0
Alcira Pena	12/16/25	REVIEW DOCKET (0.1); UPDATE MONDAY.COM (0.1)	0.1
Alcira Pena	12/18/25	REVIEW ECF NOTICES	0.0
Ava Mayo	01/06/26	Editing calendar to reflect revised deadlines	0.0
Alcira Pena	01/13/26	REVIEW DOCKET AND UPLOAD RECENT DOCKET ENTRIES TO IMANAGE (0.2); UPDATE ALL FINAL APPROVAL DEADLINES (0.4)	0.0
Tanner Hilton	01/14/26	REVIEW EMAILS FROM A. PENA DOCKETING SETTLEMENT NOTICE DEADLINES (0.1)	0.0
Sandra Passanisi	01/27/26	Review of updated timeline of PAO. Update file. file admin.	0.0
Alcira Pena	02/09/26	REVIEW DOCKET	0.0
Alcira Pena	03/02/26	REVIEW DOCKET	0.0
David Lietz	03/11/26	Emails with Michael Dunn re thoughts on motion for attorneys fees	0.0
Alice Newlin	03/19/26	Prepare lodestar with time and expenses	0.0
Kendal McLaughlin	03/19/26	Generation and review of time and expense reports on behalf of Carolyn Cuneo	0.0

Michelle Benvenuto	03/20/26	Teams meeting with Kendal to review and sort out expenses and receipts for Attorney Fee Motion.	0.0
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APPENDIX C

Firm Name	Expense	Amount
Hunter & Everage	<i>Pro Hac Vice</i> Fee	\$231.50
Hunter & Everage	<i>Pro Hac Vice</i> Fee	\$231.50
Milberg Coleman Bryson Phillips Grossman	<i>Pro Hac Vice</i> Fee	\$231.50
Milberg Coleman Bryson Phillips Grossman	<i>Pro Hac Vice</i> Fee	\$231.50
Milberg Coleman Bryson Phillips Grossman	<i>Pro Hac Vice</i> Fee	\$231.50
Milberg Coleman Bryson Phillips Grossman	<i>Pro Hac Vice</i> Fee	\$231.50
Siri Glimstad	Filing Fee in <i>Lytle v. Asheville Eye Assocs., PLLC</i> , Buncombe Cnty. File No. 25CV001021-100	\$205.78
Milberg Coleman Bryson Phillips Grossman	Filing Fee in <i>DeBenedetto v. Asheville Eye Assocs., PLLC</i> , Buncombe Cnty. File No. 25CV000866-100	\$205.78
Milberg Coleman Bryson Phillips Grossman	Filing Fee in <i>Brooks v. Asheville Eye Assocs., PLLC</i> , Buncombe Cnty. File No. 25CV000864-100	\$205.78
Milberg Coleman Bryson Phillips Grossman	Filing Fee in <i>Brito v. Asheville Eye Assocs., PLLC</i> , Buncombe Cnty. File No. 25SP000078-100	\$123.47
Milberg Coleman Bryson Phillips Grossman	Cancellation of Service Fee in <i>Brito v. Asheville Eye Assocs., PLLC</i> , Buncombe Cnty. File No. 25SP000078-100	\$45.00
Milberg Coleman Bryson Phillips Grossman	Transcript of 9 June 2025 Hearing	\$150.00
Milberg Coleman Bryson Phillips Grossman	Copy Charges	\$11.25