NORTH CAROLINA DURHAM COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 16-CVS-5190
IRIS POUNDS, CARLTON MILLER, VILAYUAN SAYAPHET-TYLER, and RHONDA HALL, on behalf of themselves and all others similarly situated, Plaintiffs v. PORTFOLIO RECOVERY ASSOCIATES, LLC, Defendant.	**FINAL JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDING ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

THIS MATTER comes before the Court on class representatives Iris Pounds, Carlton Miller, Vilayuan Sayaphet-Tyler, and Rhonda Hall ("Plaintiffs'") Motion for Final Approval of Class Action Settlement and Entry of Final Judgment, filed on May 29, 2024 ("Final Approval Motion"), and Motion for Attorneys' Fees and Expenses and Class Representative Service Awards, filed on March 26, 2024 ("Fee Motion").

On June 12, 2024, the Court held a hearing on the Final Approval Motion and Fee Motion. The Court is satisfied as to the fairness, reasonableness, and adequacy of the Settlement, and the fairness and reasonableness of the requested attorneys' fees and expenses and class representative service awards.

Therefore, good cause having been shown, the Court GRANTS the Final Approval Motion, CERTIFIES the Settlement Class as defined below for settlement purposes only, GRANTS the Fee Motion, and ENTERS Final Judgment.

FILED
DATE: June 13, 2024
TIME: 2:19:21 PM
DURHAM COUNTY
CLERK OF SUPERIOR COURT
BY: McQueen, George

BACKGROUND

1. Plaintiffs are North Carolina debtors who had a default judgment entered against them in a case filed by Portfolio Recovery Associates, LLC ("PRA"), one of the nation's largest debt buyers.

2. Plaintiffs filed this class action on November 21, 2016, alleging that PRA has a uniform practice of obtaining default judgments against North Carolina debtors without complying with N.C. Gen. Stat. § 58-70-155.

3. The parties vigorously litigated the case for more than seven years, including protracted battles over whether the case belonged in federal court and whether Plaintiffs were bound to submit their claims to arbitration—each of which resulted in *certiorari* petitions to the Supreme Court of the United States.

4. In March 2023, after exchanging written discovery and producing more than 800,000 pages of relevant documents, the parties began a lengthy and arms'-length negotiation process with the assistance of experienced mediator, Jim Cooley. That process eventually resulted in the parties executing a settlement agreement on January 4, 2024, with PRA agreeing to pay $5.75 million into a settlement fund and agreeing to cancel all "unexpired" default judgments that fall within the class.

5. Following a hearing on Plaintiffs' motion for preliminary approval of the settlement, the Court granted preliminary approval on January 12, 2024. The parties then discovered inaccuracies in the number of default judgments that would be cancelled under the terms of the settlement. To remedy the error, the parties agreed to execute an amended settlement agreement that provided updated information about the default judgments and modified the

method of allocation of the settlement fund and the types of default judgments that would be cancelled.

6. Under the terms of the amended settlement agreement, in addition to paying $5.75 million into a settlement fund, PRA agreed to cancel all default judgments that fall within the class, unless the judgments were already marked as satisfied or vacated.

7. Under the terms of the amended settlement agreement, each class member would receive a minimum settlement payment of $50. The remaining amount of the settlement fund would compensate those class members who made payments to PRA or had property seized as a result of the default judgments.

8. On March 5, 2024, the Court granted preliminary approval of the amended settlement agreement (the "Settlement").

9. Pursuant to the Court's Revised Preliminary Approval Order, class counsel filed Plaintiffs' Motion for Attorneys' Fees and Expenses and Class Representative Service Awards on March 26, 2024.

APPROVAL OF THE SETTLEMENT AND CERTIFICATION OF CLASS

10. In evaluating whether to give final approval to a class action settlement, courts follow a two-step process that examines whether the proposed class satisfies Rule 23 of the North Carolina Rules of Civil Procedure, and whether the settlement is "fair, reasonable, and adequate." *Elliott v. KB Homes N. Carolina, Inc.*, No. 08 CVS 21190, 2017 WL 1499938, at *5 (N.C. Super. Apr. 17, 2017) (citing *Ehrenhaus v. Baker*, 216 N.C. App. 59, 73, 717 S.E.2d 9, 19 (2011) (*"Ehrenhaus I"*)).

I. Final Certification of the Settlement Class

11. Rule 23 of the North Carolina Rules of Civil Procedure authorizes class action lawsuits, stating: "If 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." *McMillan v. Blue Ridge Companies, Inc.*, 2021-NCSC-160, ¶ 8, 379 N.C. 488, 492 (quoting N.C. Gen. Stat. § 1A–1, Rule 23(a) (2019)). "The party seeking to bring a class action under Rule 23(a) has the burden of showing that the prerequisites to utilizing the class action procedure are present." *Id.* (quoting *Crow v. Citicorp Acceptance Co.*, 319 N.C. 274, 282, 354 S.E.2d 459, 465 (1987) (footnote omitted)).

12. As an initial matter, the class representatives must demonstrate the existence of a class. *Id.*, ¶ 9 (citing *Crow*, 319 N.C. at 277, 280-81, 354 S.E.2d at 462, 464). A proper class exists "when the named and unnamed members each have an interest in either the same issue of law or of fact, and that issue predominates over issues affecting only individual class members." *Id.* (quoting *Fisher v. Flue-Cured Tobacco Coop. Stabilization Corp.*, 369 N.C. 202, 209, 794 S.E.2d 699, 706 (2016)).

13. In addition to establishing the existence of a proper class, "the class representatives must show: (1) that they will fairly and adequately represent the interests of all members of the class; (2) that they have no conflict of interest with the class members; (3) that they have a genuine personal interest, not a mere technical interest, in the outcome of the case; (4) that they will adequately represent members outside the state; (5) that class members are so numerous that it is impractical to bring them all before the court; and (6) that adequate notice is given to all class members." *Id.*, ¶ 10 (cleaned up).

14. When all the prerequisites are met, it is left to the trial court's discretion 'whether a class action is superior to other available methods for the adjudication of the controversy.'" *Id.*, ¶ 11 (cleaned up).

15. The Court finds that the Settlement Class satisfies all the prerequisites for certification under Rule 23. Specifically, for settlement purposes only, the Court makes the following findings in paragraphs 16-25 regarding the certification standards of Rule 23.[1] The Court notes that, for purposes of this settlement, PRA has withdrawn its objections to class certification and the Court has not ruled upon PRA's objections to certification of a class.

Existence of a Class

16. Plaintiffs have sufficiently demonstrated the existence of a class. Each class member shares several common issues of law or fact pertaining to PRA's alleged violations of N.C. Gen. Stat. § 58-70-155, and these common issues predominate over any individualized issues.

17. All class members allegedly suffered the same common injury: having a default judgment entered against them that failed to comply with North Carolina law. Each class member's claims could rise or fall on the Court's class-wide resolution of the issues of statutory interpretation that would determine if PRA's allegedly common practices violated N.C. Gen. Stat. 58-70-155. The common statutory interpretation issues include what is meant by the "itemization" and "properly authenticated business records" requirements of N.C. Gen. Stat. 58-70-155 and whether the failure to comply with the "prerequisites" set forth in the statute render the default judgments void.

[1] Should this Order and Final Judgment be overturned on appeal or otherwise not become final, the Court's findings on class certification will be nullified and will not prejudice PRA's ability to assert that the proposed class fails to satisfy Rule 23.

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

Adequacy of the Class Representatives

19. Based on the record before the Court, the Court hereby finds that Iris Pounds, Carlton Miller, Vilayuan Sayaphet-Tyler, and Rhonda Hall are adequate representatives of the Settlement Class.

20. Ms. Pounds, Dr. Miller, Ms. Sayaphet-Tyler, and Ms. Hall all have a genuine personal interest in the outcome of the action, as they were subject to the same alleged violations as other members of the class and share the same claims.

21. There are no conflicts of interest between Ms. Pounds, Dr. Miller, Ms. Sayaphet-Tyler, and Ms. Hall and the unnamed class members. Two of the Plaintiffs had property seized from them as a result of the default judgments obtained by PRA and, like other class members who paid money to PRA as a result of the judgments, will receive additional compensation from the settlement fund to recover a portion of the money paid to PRA. The other two Plaintiffs did not make any payments to PRA and, like other class members who did not make post-judgment payments, will receive the minimum $50 settlement payment and will have their default judgment cancelled. As such, Plaintiffs are treated the same as the unnamed class members by the terms of the Settlement.

22. There has been no challenge regarding Plaintiffs' ability to represent class members located out of state. While the Settlement Class entails only persons who had a default judgment entered against them in North Carolina, any class member who has since moved outside of North Carolina will receive their portion of the settlement funds, provided their updated address can reasonably be located by the settlement administrator.

Numerosity

23. Based on the record before the Court, the total number of class members totals 18,777 persons. The Court concludes that it would be impracticable to bring all 18,777 class members before the Court.

Adequacy of Class Notice

24. The Settlement Class has been notified of the Settlement pursuant to the Notice Plan approved by the Court. After having reviewed the Declaration of Scott M. Fenwick of Kroll Settlement Administration, LLC Regarding Notice Program Compliance, dated April 12, 2024, and the Supplemental Declaration of Patrick M. Passarella of Kroll Settlement Administration, LLC Regarding Results of Class Notice, dated May 28, 2024, the Court hereby finds that the notice was accomplished in accordance with the Court's directive. The Court further finds that the notice program constituted the best practicable notice to the Settlement Class under the circumstances and fully satisfies the requirements of due process.

Superiority

25. The Court, in its discretion, finds that certifying the Settlement Class is superior to other methods for the adjudication of the controversy. Certifying the class would effectuate the Settlement and thereby provide substantial and immediate benefits to 18,777 class members.

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

> All persons against whom PRA obtained a default judgment entered by a North Carolina court in a case filed on or after October 1, 2009, where default judgment was entered on or before September 30, 2023,
> PROVIDED HOWEVER, that the class does not include anyone who meets the categories above if (a) they have filed for or were placed in bankruptcy after October 1, 2009; or (b) they are deceased. For the avoidance of doubt, subject to

> the limitations set forth above, the class shall include default judgments renewed on or after October 1, 2009, and before September 30, 2023, so long as the underlying lawsuit leading to default judgment was filed on or after October 1, 2009. The class shall not include renewals of default judgments that were entered in cases filed before October 1, 2009.

27. In its Revised Preliminary Approval Order, the Court appointed Iris Pounds, Carlton Miller, Vilayuan Sayaphet-Tyler, and Rhonda Hall as Class Representatives and the following attorneys as Class Counsel: Jason Pikler and Carlene McNulty from the North Carolina Justice Center; Jerry Hartzell, Travis Collum, and Adrian Lapas. The Court hereby confirms these appointments for purposes of final certification of the Settlement Class.

II. Final Approval of the Settlement

28. The Court next looks at the Settlement to determine whether it is "fair, reasonable, and adequate." *Ehrenhaus I*, 216 N.C. App. at 73, 717 S.E.2d at 19. As public policy considerations favor the settlement of lawsuits, courts tend to favor settlement of class actions so long as "there has been fair notice," there has been "an opportunity for class members to object," and "the settlement terms are fair, reasonable, and adequate." *Chambers v. Moses H. Cone Mem'l Hosp.*, No. 12 CVS 6126, 2022 WL 11147910, at *3 (N.C. Super. Oct. 19, 2022) (citing *Ehrenhaus v. Baker*, 243 N.C. App. 17, 30, 776 S.E.2d 699 (2015) ("*Ehrenhaus II*") and *In re Krispy Kreme Doughnuts, Inc. S'holder Litig.*, No. 16-CVS-3101, 2018 WL 264537 at *4 (N.C. Super. Ct. Jan. 2, 2018)).

29. While there are a variety of factors used to evaluate settlements, the North Carolina Court of Appeals has identified two key factors in determining whether to approve a proposed settlement of a class action: "the first is the likelihood the class will prevail should litigation go forward and the potential spoils of victory, balanced against benefits to the class offered in the settlement." *Ehrenhaus I*, 216 N.C. App. at 74, 717 S.E.2d at 20. The second factor "is the class's reaction to the settlement." *Id.*

30. As to the first factor, the Court notes that Plaintiffs would face several risks that threatened the ability of the class members to obtain any recovery if this action were to proceed. The only certain outcome was protracted delay. Before any decision could be rendered on the merits of the class claims, PRA would have the right to an interlocutory appeal of an order granting class certification. Further, the key issues pertaining to the merits would face a *de novo* review on appeal and without binding precedent. Thus, the appeal of class certification and the merits could take years and would have uncertain outcomes.

31. Balanced against this background and these risks are the benefits offered to the class in the Settlement. Pursuant to the Settlement, PRA agreed to cease collections on the 19,771 default judgments that fall within the proposed class definition as of October 19, 2023, and to file cancellations of the default judgments that have not already been marked as satisfied or vacated. According to PRA, this will result in the cancellation of approximately 12,500 default judgments and $35 million in judgment debt that PRA obtained against class members.

32. In addition, PRA has agreed to pay $5.75 million into a settlement fund. Each class member will immediately recover $50 for each default judgment that PRA obtained against him or her. Those class members who made payments to PRA or had property seized as a result of the default judgments will receive an additional, proportional amount from the Settlement Fund Balance. Class counsel estimate that class members who paid money or had property seized will recover approximately twenty percent of the money they paid to PRA on the default judgments, and the average settlement payment will be approximately $385. No claims process will be required, and no tax will need to be paid on the settlement payments. None of the settlement funds will revert to PRA; instead, any funds remaining after the first distribution will be redistributed to class members or pursuant to G.S. 1-267.10.

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

34. The response of class members to the Settlement also supports final approval. According to the supplemental declaration of the settlement administrator, class notice was successfully mailed to 98.7 percent of class members, which exceeds other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines. *See* FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010) at 3 (noting that average reach of approved notice plans was 87 percent of class). The class notice provided information regarding the key terms of the Settlement and informed members of the class how to opt-out of the Settlement or object and made clear that exclusion requests or objections must be made by May 13, 2024, which was forty-five days after Kroll caused the notice to be mailed.

35. According to the settlement administrator's supplemental declaration, as of May 28, 2024, not a single class member had requested to be excluded from the Settlement Class and no objections had been filed with the Court or submitted to counsel.

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

37. The opinions of experienced counsel in this case provide further support for final approval. *See Ehrenhaus I*, 216 N.C. App. at 93; 717 S.E.2d at 31 ("[T]he opinion of experienced and informed counsel is entitled to considerable weight."). Class counsel have decades of

experience litigating on behalf of consumers and are uniquely positioned to evaluate the strengths of the class claims and the benefits of the Settlement, having previously litigated a class action against PRA involving North Carolina's debt-buyer statutes, *Portfolio Recovery Associates, LLC v. Houston*. *See* No. 12-CVS-642, 2018 WL 9439665, at *6 (N.C. Super. July 26, 2018) (granting final approval to class action settlement resulting in $4 million settlement fund to benefit more than 25,000 class members).

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

ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

39. Class counsel filed a Fee Motion on March 26, 2024, seeking an award of attorneys' fees of $1.725 million; $22,811.02 for reimbursement of expenses; and service awards in the amount of $10,000 for each Class Representative.

40. The Fee Motion is not opposed by PRA, and no class member filed an objection to class counsel's requested attorneys' fees and expenses nor to the requested service awards for the class representatives.

Percentage of Common Fund

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

42. While North Carolina's appellate courts have not addressed the standard for determining the reasonableness of attorneys' fees awards where counsel have obtained a "common

fund," the North Carolina Business Court has articulated the following standard that has been followed by North Carolina trial courts:

> In common fund cases, the North Carolina trial courts have routinely adopted a multiple factor or hybrid approach to determining attorney fees which uses both the percentage of the fund method and the lodestar method in combination with a careful consideration of the fee factors set forth in the Rules of Professional Conduct of the North Carolina State Bar.

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

43. The Court finds that the requested attorneys' fees of $1.725 million, representing thirty percent of the settlement fund, are reasonable and appropriate as a percentage of the common fund obtained for the class. Cases in North Carolina and the Fourth Circuit routinely find that attorneys' fees representing thirty-three and one-third percent of the common fund are reasonable.

44. Class counsel's requested attorneys' fees are not only within the typical range approved by North Carolina courts in common fund cases but are also justified by the actual benefits achieved on behalf of the more than 18,000 class members. The fees are also justified by the challenges and risks faced by class counsel in pursuing the case, including complex and uncertain legal questions as to the claims on the merits, as well as the certification of the class; the potential for appellate review of both the merits and certification rulings; and the vigorous defense posed by opposing counsel.

Lodestar Cross-Check

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

46. Class counsel expended more than 4,459.4 hours in attorney time in the preparation for and prosecution of this class action and an additional 1,844.4 hours in litigating the closely related cases of Pia Townes and Shari Spector, which were pursued in order to obtain binding appellate precedent on the class merits issues.

47. The Court has reviewed the affidavits of class counsel and finds that the reported billing rates of class counsel compare favorably with rates approved in other North Carolina class actions. The hourly billing rates of class counsel range from $250 to $700. These billing rates are consistent with market rates recognized by North Carolina judges for similarly complex litigation.

48. The Court also finds that the hours expended by class counsel were reasonable.

49. Class counsel's requested attorney's fees of $1,725,000 is lower than their total lodestar by at least $189,913. This supports the Court's finding that the amount of fees is fair and reasonable.

Rule 1.5 Factors

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

> (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature

> and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent.

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

51. This litigation presented many novel and difficult questions. The statutory language relied on by Plaintiffs had never been construed by North Carolina's appellate courts, and therefore involved multiple issues of first impression. The action also involved other complex legal issues, ranging from whether the *Rooker-Feldman* doctrine applied to the case and divested the federal court of jurisdiction, whether PRA could rely on arbitration provisions contained in the original creditor's contracts, and whether Plaintiffs' interpretation of North Carolina's debt-buyer statute would impose unconstitutional burdens on PRA.

52. PRA vigorously contested every aspect of the litigation. Substantial time and labor and skillful lawyering was required to overcome PRA's removal of the case to federal court and PRA's motion to compel arbitration, both of which would have effectively ended the litigation. Class counsel briefed numerous motions, including opposing two *certiorari* petitions to the Supreme Court of the United States; reviewed a massive amount of discovery produced by PRA; analyzed hundreds of PRA's default judgment court files; and represented the class in a two-day in-person mediation and seven additional months of negotiations.

53. The requested fees are reasonable when compared to fees customarily charged in the locality for similar legal services. Attorneys' fee awards of 30 percent to 33 1/3 percent are customarily awarded in common fund cases in North Carolina and in federal courts. Moreover, the requested attorneys' fees are also justified by class counsel's lodestar, which is based on hourly rates that fit within the range of customary and reasonable fees for complex litigation in North Carolina.

54. The requested attorneys' fees are also reasonable in light of the results obtained. The results—$5.75 million in cash and the cancellation of approximately $35 million in judgment debt—are substantial and justify the requested attorneys' fees.

55. The class case was vigorously prosecuted by a team of lawyers composed of attorneys working for a non-profit organization, the North Carolina Justice Center, and attorneys in private practice, Mr. Hartzell, Mr. Collum, and Mr. Lapas. The team of lawyers brought decades of experience and expertise to its representation of Plaintiffs and the class.

56. Therefore, after carefully reviewing the foregoing, the Court finds, in its discretion, that $1,725,000.00, or thirty percent of the total $5,750,000 settlement fund, is a reasonable attorney fee in this case.

Reimbursement of Attorneys' Expenses

57. Awarding reasonable litigation expenses to counsel who have created a common fund for the benefit of the class is appropriate and customary. The Court has carefully reviewed the expenses that class counsel seeks to have reimbursed and finds the expenses totaling $22,811.02 to be reasonable based on the efforts of class counsel over this seven-year-old case.

Class Representative Service Awards

58. The Court in its discretion grants Ms. Pounds, Dr. Miller, Ms. Sayaphet-Tyler, and Ms. Hall an award of $10,000 each. The Court finds that the service awards are reasonable and justified based on the efforts of the four class representatives on behalf of the class over the past seven years and the results achieved for the class, which would not have been possible without their involvement.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The class notice has been given to the Settlement Class pursuant to and in the manner directed by the Court's Revised Order Granting Preliminary Approval, proof of the mailing of the class notice has been filed with the Court, and full opportunity to be heard has been offered to all parties to the action and the Settlement Class. The form and manner of the class notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

2. Based on the record before the Court, the Court expressly and conclusively finds that all requirements for class certification pursuant to North Carolina Rule of Civil Procedure 23 have been satisfied and the Settlement Class as defined above and in the Settlement is finally certified for settlement purposes.

3. The Court finds, in its discretion, that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and is hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The parties are hereby authorized and ordered to comply with and to consummate the Settlement in accordance with the terms and provisions set forth in the Settlement, and the Clerk of Court is directed to enter and docket this Order and Final Judgment in the Action. For the avoidance of doubt, the parties' obligation to comply with and consummate the Settlement shall not take effect until the Final Approval Date set forth in the Settlement, which is thirty days after entry of this Order and Final Judgment, with no appeal having been filed, or, if an appeal or petition or pleading seeking review or rehearing is filed, thirty days after the date upon which all appellate and other proceedings resulting therefrom have been finally terminated in such a manner as to permit this Order and Final Judgment to take effect.

4. Because no class members sought to exclude themselves from the Settlement pursuant to the procedures set forth in the class notice, all members of the Settlement Class are bound by the Settlement and releases contained therein, and the Final Order and Judgment.

5. Because this Order and Final Judgment is being entered for settlement purposes, this Order and Final Judgment is not a vehicle for collateral estoppel and cannot be used in any other litigation against PRA.

6. Class counsel is hereby awarded attorneys' fees in the amount of $1,725,000 and reimbursement of expenses in the amount of $22,811.02, which the Court finds, in its discretion, to be fair and reasonable in this case and which shall be paid to class counsel in accordance with the terms of the Settlement.

7. Iris Pounds, Rhonda Hall, Carlton Miller, and Vilayuan Sayaphet-Tyler are hereby awarded service awards of $10,000, which the Court finds to be fair and reasonable for their service as class representatives and which shall be paid in accordance with the terms of the Settlement.

8. By reason of the Settlement, and there being no just reason for delay, the Court hereby enters Final Judgment in this matter.

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

SO ORDERED This the _____ day of _____, 2024

The Honorable Michael O'Foghludha
Superior Court Judge

6/12/2024 4:08:00 PM