

STATE OF NORTH CAROLINA
CABARRUS COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22-CVS-1776

JEFFREY MCMANUS and
LAURA MCMANUS, individually)
and on behalf of themselves and all)
others similarly situated,)

Plaintiffs)

v.)

GERALD O. DRY, P.A.,)

Defendant.)

**ORDER GRANTING UNOPPOSED
MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT AGREEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Jeffrey McManus and Laura McManus ("Plaintiffs" or "Class Representatives") and Defendant Gerald O. Dry, P.A. ("Defendant"), as fair, reasonable, adequate, and in the best interests of the Settlement Classes.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval, and having conducted a Final Approval Hearing on 29 March 2023, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under North Carolina Rule of Civil Procedure 23 (G.S. 1A-1 Rule 23) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Classes; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ON THIS 29th day of March, 2023,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information ("PII") of its current and former clients and that this alleged failure caused injuries to Plaintiffs and the Settlement Classes.

2. The Settlement does not constitute an admission of liability by Gerald O. Dry, P.A. and the Court expressly does not make any finding of liability or wrongdoing by Gerald O. Dry, P.A.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On 16 November, 2022, the Court entered an Order Granting Preliminary Approval of Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the notice program set forth in the Settlement Agreement; (b) conditionally certified a Settlement Class in this matter, including defining the class, (c) provisionally appointed Plaintiffs as the Class Representatives, and (d) provisionally appointed Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement; (f) set deadlines for opt-outs and objections; (g) approved and appointed the Claims Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, the Court conditionally certified the Settlement Class in this matter defined as follows:

All persons to whom Gerald O. Dry, P.A. sent a notice of the Data Incident.

The Settlement Class includes 15,281 persons. Excluded from the Settlement Classes are:

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; and (d) attorneys and other legal representatives affiliated with or employed by Class Counsel. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Rule 23.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Claims Administrator mutually agreed upon by Settlement Class Counsel and Defendant.
- b. Defendant to pay all Costs of Notice and Settlement Administration up to a maximum of \$45,000.
- c. Defendant to pay a Court-approved amount for attorneys' fees and expenses of Settlement Class Counsel not to exceed \$110,000.
- d. Defendant to pay Court-approved Service Awards to Class Representatives not to exceed \$5,000 to each named Plaintiff (for a total of \$10,000).

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the notice program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the class action as directed by the Court in compliance with the requirements of Rule 23(c).

11. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

12. No objections were filed by Settlement Class Members.

13. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

14. As of the final date of the Opt-Out Period, 12 potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are:

FIRST NAME	LAST NAME
Colton	Adcock
Michael	Adcock
Ronnie	Adcock
Toni	Adcock
Cameron	Barth
Krystle	Barth
Carson	Cone
Kylie	Firth
Aaron	Isaac

Joseph	Isaac
Mandy	Isaac
Sara	Metz

The persons listed above are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

16. Pursuant to the Settlement Agreement, Gerald O. Dry, P.A. and the Claims Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

17. The Court appoints Plaintiffs Jeffrey McManus and Laura McManus as Class Representatives.

18. The Court appoints Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel.

19. The Court hereby grants the Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards, in part, and finds that the amounts sought for the Service Awards are fair and reasonable, and awards service awards in the amount of \$5,000.00 for each Class Representative (\$10,000.00 in total). The Court defers

consideration of the attorneys' fees and expenses sought in Plaintiffs' Motion to permit Plaintiffs an opportunity to submit to the Court additional information in support of the Motion that the Court requested at the Final Approval Hearing. The Court has entered an Order contemporaneously with this Order that provides a schedule and sets conditions for Plaintiffs' submission of additional information in support of their request for an award of attorneys' fees and expenses.

20. The Court finds that, except as to those persons who have timely and validly requested exclusion from the Settlement Class as identified above, the Settlement Agreement shall be deemed to have released and forever discharged the Released Parties of and from liability for any and all Released Claims as those terms are defined in the Settlement Agreement.

21. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement and to determine Plaintiffs' Motion as to an award of attorneys' fees and expenses.

22. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

SO ORDERED this 29th day of March, 2023.

/s/ Louis A. Bledsoe, III
Louis A Bledsoe, III
Chief Business Court Judge