

STATE OF NORTH CAROLINA
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CVS004980-400

ALBERTA STEWART, CRYSTAL
ADKINS-PENNIX, and ABIGAIL
HEDGECK, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

GREENSBORO COLLEGE, INC.,

Defendant.

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

THIS MATTER came before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (the Motion for Final Approval), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement (the Final Order and Judgment) involving Plaintiffs Alberta Stewart, Crystal Adkins-Pennix, and Abigail Hedgecock (Plaintiffs or Class Representatives) and Defendant Greensboro College, Inc. (Greensboro College or Defendant) as fair, reasonable, adequate, and in the best interests of the Settlement Class. (*See* Pls.' Unopposed Mot. for Final Approval of Class Action Settlement, ECF No. 56.)

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval, and having conducted a Final Approval Hearing on 28 April 2025, 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.¹

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 Rule 23 of the North Carolina Rules of Civil Procedure (the Rule(s)) 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 Class; 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 7th day of May 2025, **ORDERED** that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Greensboro College failed to safeguard and protect the personally identifiable information (PII) of certain individuals and that this alleged failure caused injuries to Plaintiffs and the Settlement Class.

¹ 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.

2. The Settlement does not constitute an admission of liability by Greensboro College and the Court expressly makes no finding of liability or wrongdoing by Greensboro College.

3. On or around 17 August 2023, Greensboro College became aware of a data breach (the Data Incident) consisting of the unauthorized disclosure of personal information, including names, Social Security numbers, addresses, financial account numbers, and credit and/or debit card numbers in combination with security code, access code, password or PIN for the account (collectively personally identifying information or PII). (Compl. ¶¶ 2, 4, ECF No. 3.)

4. After investigation, Plaintiffs filed this lawsuit on behalf of the Settlement Class. Efforts by the parties and their counsel, including a formal mediation, ultimately led to the Settlement Agreement that is now before the Court for approval.

5. On 13 December 2024, the Court entered an Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (the 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; (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. (*See* Or. Granting Unopposed Mot. for Preliminary Approval of Class Action Settlement [Preliminary Approval Or.], ECF No. 44.)

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

All individuals impacted by the Data Incident, including all individuals who received notice of the Data Incident that occurred on or about August 17, 2023.

(Preliminary Approval Or. at 3.) The Settlement Class includes 52,521 persons.

Excluded from the Settlement Class are:

- (i) all Persons who timely and validly request exclusion from the Class;
- (ii) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (iii) Defendant's officers and directors, and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

(Preliminary Approval Or. at 3.) In this Order, the Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Rule 23. The Court's findings in the Preliminary Approval Order with respect to the Settlement Class are referenced and incorporated herein.

7. The Settlement Agreement provides, in part, and subject to the more detailed description of the settlement terms in the Settlement Agreement, for Greensboro College to pay \$550,000 into a non-reversionary common fund. This amount will be used to fund the following:

- a) A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant and

for payment of those claims pursuant to the terms of the Settlement Agreement.

- b) All Costs of Notice and Settlement Administration.
- c) A Court-approved amount for attorneys' fees and expenses of Settlement Class Counsel not to exceed \$183,333.33 in fees and \$6,474.42 in expenses.
- d) A Court-approved Service Award to each Class Representative not to exceed \$3,000.
- e) To the extent there are any remaining funds from uncashed checks, the balance will be distributed to the Downtown Greenway Final Mile Campaign, the agreed upon non-profit residual recipient.

8. Notice of the Final Approval Hearing and the proposed motion for attorneys' fees, costs, and service awards was provided to Settlement Class Members as ordered by the Court, and a declaration of the Claims Administrator's compliance with the notice program has been filed with the Court. (See Memo. in Supp. of Mot. for Final Approval of Class Action Settlement [Final Approval Memo.] Exhibit 1, Decl. of Ana Espinoza [Espinoza Decl.], ECF No.57.1.)

9. On behalf of the Settlement Administrator, Verita, Ms. Ana Espinoza testified that Individual Notice was sent directly to Class Members, reaching 84.8% of the Class. (Espinoza Decl. ¶ 6.) The Court finds this percentage of reach to be reasonable under the circumstances. All Class Members were given the opportunity to submit a Claim Form for benefits, including: (1) out-of-pocket losses; (2) *pro rata* cash payments; and (3) three-year credit monitoring. (Espinoza Decl., Exhibit B Long-Form Notice and Claim Form at 2.) The Settlement Administrator received 1,913 claim forms. (Espinoza Decl. ¶ 9.) Of the 1,913 Class Members that responded,

1,492 of those individuals made claims for the pro-rata cash payment; 860 made claims for credit monitoring; and 12 made claims for out-of-pocket losses. (Final Approval Memo. at 4.)

10. In addition to these benefits, in response to the data breach, Greensboro College removed its Endpoint Detection and Response (EDR)² tool and replaced it, added staff to monitor security, and confirmed that it was maintaining only that PII required for business purposes.

11. The Court finds that the Notice provided constitutes reasonable notice of the commencement of the class action as directed by the Court and complies with the requirements of Rule 23(c).

12. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed. No objections were filed.

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, one potential Settlement Class Member has submitted a valid Opt-Out Request to be excluded from the Settlement. The name of that person is Clayton Held. (*See* Espinoza Decl., Exhibit C.) Clayton

² “EDR is a cybersecurity technology that continuously monitors endpoints for evidence of threats and performs automatic actions to help mitigate them.” <https://www.microsoft.com/en-us/security/business/security-101/what-is-edr-endpoint-detection-response?msocid=222a8bcfff9a6a7311439f16fe036b33> (last visited 1 May 2025).

Held is not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

15. To date, the parties are unaware of any misuse of the misappropriated PII.

16. 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. The Court concludes that the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. Accordingly, the Court grants final approval of the Settlement Agreement and Settlement.

17. 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.

18. The Court appoints Plaintiffs Alberta Stewart, Crystal Adkins-Pennix, and Abigail Hedgecock as Class Representatives.

19. The Court appoints Strauss Borelli, LLP, Chestnut Cambronne PA, and Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel.

20. The Court defers consideration of Plaintiffs' request for attorneys' fees, expenses, and service awards and will resolve this request by separate order.

21. The Court finds, that except as to the one person who has 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 from liability for any and all Released Claims as those terms are defined in the Settlement Agreement.

22. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

23. 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 of this matter.

IT IS SO ORDERED, this the 7th day of May 2025.

/s/ Michael L. Robinson

Michael L. Robinson

Special Superior Court Judge
for Complex Business Cases