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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-1003

Filed 18 November 2026

Wake County, No. 23CV033978-910

BRATCHER ADAMS, PLLC, Plaintiff,

v.

RONALD EUGENE SOLTES, SR.; KAREN SOLTES, RONALD EUGENE SOLTES, JR.; and THE LAW OFFICES OF KEITH L. HOWARD, PLLC, Defendants.

Appeal by defendants Ronald Eugene Soltes, Sr., Karen Soltes, and Ronald Eugene Soltes, Jr., from order entered 4 April 2025 by Judge Hoyt G. Tessener in Wake County Superior Court. Heard in the Court of Appeals 12 August 2026.

BA Folk, PLLC, by Brice M. Bratcher and Alexis E. Webb, for plaintiff-appellee Bratcher Adams, PLLC.

Meynardie & Nanney PLLC, by Joseph H. Nanney, Jr., for defendants-appellants Ronald Eugene Soltes, Sr., Karen Soltes, and Ronald Eugene Soltes, Jr.

Bailey & Dixon, LLP, by J.T. Crook, for defendant-appellee The Law Offices of Keith L. Howard, PLLC.

FREEMAN, Judge.

Defendants-appellants Ronald Eugene Soltes, Sr. (Ronald Sr.), Karen Soltes (Karen), and Ronald Eugene Soltes, Jr. (Ronald Jr.) (collectively the Soltes Family),

appeal an order granting summary judgment in favor of Bratcher Adams, P.L.L.C. (plaintiff), arguing plaintiff's claim for compensation is time-barred and that Karen and Ronald Jr. were never parties to the action. After careful review, we affirm the trial court's order.

I. Factual and Procedural History

On 25 October 2013, Ronald Sr. and Karen sought plaintiff's legal services for assistance with obtaining appropriate educational services for Ronald Jr. The parties reached an initial fee agreement by which Ronald Sr. and Karen would pay $175.00 per hour for plaintiff's representation, plus any additional expenses incurred by plaintiff resulting from such representation. The parties later amended their agreement, adjusting the hourly fee rate from $175.00 to $200.00.[1]

On 31 October 2014, the Soltes Family initiated a due process proceeding with the Office of Administrative Hearings (OAH) against Woods Charter School (WCS), the North Carolina Department of Public Instruction, and the North Carolina Board of Education. During this proceeding, Ronald Jr., by and through plaintiff, argued he was denied a free appropriate public education from WCS. The administrative law judge agreed and granted Ronald Jr. a compensatory education on 22 October

[1] The hourly fee rate in plaintiff's complaint conflicts with plaintiff's brief and the Confirmation of Engagement. In plaintiff's brief, and in the Confirmation of Engagement, the initial agreed-upon hourly fee was $175.00, "but that [Ronald Sr.] and [Karen] would only be required to pay $100.00 per hour unless attorneys' fees were awarded, in an effort to defray the costs associated with the litigation[.]" However, plaintiff's complaint lists the initial hourly fee rate of $250.00.

2015. The administrative law judge's order was later reversed on appeal by the state review officer.

On 16 February 2016, the Soltes Family commenced an action to reverse the state review officer's decision and to claim attorneys' fees in the United States District Court for the Middle District of North Carolina (MDNC). *See R.S. v. Bd. of Dirs. of Woods Charter Sch. Co.*, No. 1:16-cv-119, 2021 WL 2634652 (M.D.N.C. June 25, 2021). Plaintiff initially represented Ronald Jr. in this action, but withdrew on 2 June 2017 with consent from Ronald Sr. The Soltes Family hired The Law Office of Keith L. Howard, PLLC (Law Firm) for the remainder of litigation. By this time, the Soltes Family had paid plaintiff $36,479.00 for their legal services.

Plaintiff spent 1,397.66 hours representing Ronald Jr. prior to September 2016, incurring $4,485.59 in related costs. To recoup the fees of representation, plaintiff sent thirty-four invoices to Ronald Sr. and Karen, each detailing the legal services provided to Ronald Jr. and the related costs. Ronald Sr. and Karen failed to make payments to plaintiff after February 2015.

On 25 June 2021, the MDNC entered judgment in favor of Ronald Jr., awarding compensatory education and reasonable attorneys' fees. The order specifically awarded $519,350.76 in attorneys' fees, with $150,759.99 awarded to plaintiff. The award was affirmed by the Fourth Circuit on appeal. *See R.S. v. Bd. of Dirs. of Woods Charter Sch. Co.*, No. 21-1826, 2023 WL 3735217 (4th Cir. May 31, 2023). Law Firm received the award, plus interest, on 4 October 2023.

Plaintiff directed Law Firm to reimburse Ronald Sr. and Karen for their payments to plaintiff using the award of attorneys' fees. Ronald Sr. and Karen rejected the reimbursement and refused to allow any distribution of funds from the federal action.

Plaintiff commenced an action against the Soltes Family and Law Firm in Wake County Superior Court (the underlying matter) on 27 November 2023. In its complaint, plaintiff petitioned the trial court for a declaratory judgment and for quantum meruit, and alleged Ronald Jr. and Karen breached their contract with plaintiff. Each of the parties moved for summary judgment.

After considering the affidavits and pleadings submitted by each party, and the arguments of counsel, the trial court granted summary judgment in favor of plaintiff and ordered Law Firm to disburse $635,480.37 in attorneys' fees to plaintiff within seven days of the entry of the order. The trial court also granted two money judgments jointly and severally among the Soltes Family in the amounts of $151,033.37 and $29,150.00, plus interest, to plaintiff. The Soltes Family timely appealed.

II. Jurisdiction

This Court has jurisdiction to review this final judgment of a superior court pursuant to N.C.G.S. § 7A-27(b)(1) (2025).

III. Discussion

The Soltes Family argues summary judgment was improperly granted because plaintiff's claims were time-barred and, even if the claims were not time-barred, plaintiff was not entitled to payment. The Soltes Family further argues judgment was improperly entered against Karen and Ronald Jr. because neither was a named party to the contract between Ronald Sr. and plaintiff. Plaintiff,[2] joined by Law Firm, disagrees.

A. Tolling the Statute of Limitations

The Soltes Family first argues the trial court's grant of summary judgment was improper because plaintiff's claim for compensation was time-barred. Plaintiff responds by contending that the statute of limitations did not begin to run until 2023.

We review grants of summary judgment de novo. *Bumpers v. Cmty. Bank of N. Va.*, 367 N.C. 81, 87 (2013). Under de novo review, this Court "considers the matter anew and freely substitutes its own judgment for that of the lower tribunal." *Bartley v. City of High Point*, 381 N.C. 287, 293 (2022) (quoting *Craig v. New Hanover Cnty. Bd. of Educ.*, 363 N.C. 334, 337 (2009)).

[2] We recognize plaintiff's brief fails to comply with the demands of Rules 28(c) and 28(g) of the North Carolina Rules of Appellate Procedure. *See* N.C. R. App. P. 28(c) (2025) ("An appellee's brief shall contain a subject index and table of authorities[.]"); *see also* N.C. R. App. P. 28(g) ("Authorities not cited in the briefs or in such a memorandum may not be cited and discussed in oral argument."). However, we will not disregard the merits of plaintiff's brief because plaintiff substantially complied with all the other aspects of Rule 28(c). *See* N.C. R. App. P. 28(c) ("An appellee's brief shall contain . . . an argument, a conclusion, identification of counsel, and proof of service in the form provided in Rule 28(b) for an appellant's brief.").

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that any party is entitled to a judgment as a matter of law." N.C.G.S. § 1A-1, Rule 56(c) (2025). "An issue is genuine if it may be maintained by substantial evidence." *City of Thomasville v. Lease-Afex, Inc.*, 300 N.C. 651, 654 (1980) (quoting *Koontz v. City of Winston-Salem*, 280 N.C. 513, 518 (1972)). Substantial evidence is the amount of relevant evidence necessary to "persuade a rational juror to accept a conclusion." *Bartley*, 381 N.C. at 292. "An issue is material if the facts alleged would constitute a legal defense, or would affect the result of the action, or if its resolution would prevent the party against whom it is resolved from prevailing in the action." *Koontz*, 280 N.C. at 518.

When examining a summary judgment motion, "all inferences of fact . . . must be drawn against the movant and in favor of the party opposing the motion." *Caldwell v. Deese*, 288 N.C. 375, 378 (1975) (quoting 6 Moore's Federal Practice § 56.15[3] (2d ed. 1971)). The summary judgment standard precludes the trial court from weighing evidence or credibility. *See Thomasville*, 300 N.C. at 655.

Actions arising from "a contract, [or] obligation or liability arising out of a contract, express or implied," must be commenced within three years. N.C.G.S. § 1-52(1) (2025). "The statute [of limitations] begins to run on the date the promise is broken." *Penley v. Penley*, 314 N.C. 1, 20 (1985). "When indefinite and continuous services are rendered without a definite time for payment having been arranged,

payment becomes due as the services are rendered." *Thomas v. Thomas*, 102 N.C. App. 124, 126 (1991); *see also Miller v. Lash*, 85 N.C. 51, 59 (1881) ("[P]ayment may be required whenever any [services] are rendered; and thus the statute [of limitations] is silently and steadily excluding so much as are beyond the prescribed limitation."(emphasis omitted)).

The filing of "an action in a federal district court which is based on substantive state law tolls the statute of limitations" for those claims while the federal district court action is pending. *Devonwood-Loch Lomond Lake Ass'n, Inc. v. City of Fayetteville*, 296 N.C. App. 26, 43 (2024) (cleaned up); *see also* 28 U.S.C. § 1367(d) (2024) (permitting tolling the statute of limitations of state law claims while a federal court is exercising supplemental jurisdiction over them).

Here, the Soltes Family argues that plaintiff's claim for compensation was time-barred because the three-year statute of limitations would have run by 2 June 2020 and plaintiff did not file the complaint until 27 November 2023. Plaintiff responds it could not file its complaint until 2023 because the litigation in district court was still pending and, thus, its claims were not yet ripe.

The alleged breach of contract occurred when the Soltes Family fell into nonpayment to plaintiff, which occurred in 2015. Thus, the statute of limitations on plaintiff's claim for breach of contract began in February 2015 and would run by February 2018. *See* N.C.G.S. § 1-52(a). However, upon the commencement of the action in district court in February 2016, the statute of limitations was tolled until

the conclusion of the federal action. *See Devonwood-Loch Lomond*, 296 N.C. App. at 43; 28 U.S.C. § 1367(d). Thus, plaintiff would still have two years left before the statute of limitations on its claim would run.

The MDNC action concluded on 25 June 2021, which allowed the statute of limitations to commence again. *See Devonwood-Loch Lomond*, 296 N.C. App. at 43; 28 U.S.C. § 1367(d). However, the statute would again be tolled upon the appeal to the Fourth Circuit, which did not conclude until 31 May 2023. *See Devonwood-Loch Lomond*, 296 N.C. App. at 43; 28 U.S.C. § 1367(d).

Because the statute of limitations was tolled on two separate occasions by the continuing proceedings in the federal court, plaintiff's action in Wake County Superior Court was not time-barred because it still had approximately one and one-half years remaining before the statute would run.

B. Adjustment of Attorneys' Fee Award

The Soltes Family next argues that summary judgment was improper because the trial court "ignored the federal court's analysis and awarded fees in excess of what the federal court found to be appropriate." Plaintiff responds, arguing the Soltes Family "conflate[s] the federal court's fee-shifting determination . . . with their separate contractual obligation under the Amended Agreement to pay for all hours properly billed by" plaintiff, and the Soltes Family "remained responsible for all invoiced time . . . that was not compensated by the attorneys' fee award."

We review a trial court's award of attorneys' fees for abuse of discretion. *Crist v. Crist*, 145 N.C. App. 418, 424 (2001). Thus, the trial court's order shall not be disturbed absent a showing that the order "is manifestly unsupported by reason or is so arbitrary that it could not have been the result of a reasoned decision." *Culler v. Hardy*, 137 N.C. App. 155, 157 (2000) (quoting *Blackmon v. Bumgardner*, 135 N.C. App. 125, 130 (1999)).

"A fee may be contingent on the outcome of the matter for which the service is rendered, except in a [civil] matter in which a contingent fee is prohibited by paragraph (d) or other law." N.C. R. Pro. Conduct r. 1.5(c), (d)(2) (2021). Such a fee agreement must be written, signed by the client, and state the method of determining fee calculation. N.C. R. Pro. Conduct 1.5(c). However, "an agent or attorney[, even] in the absence of a special contract[,] is entitled to recover the amount that is reasonable and customary for work of like kind, performed under like conditions and circumstances . . . ." *Forester v. Betts*, 179 N.C. 681, 682 (1920); *see also Crumley & Assocs., P.C. v. Charles Peed & Assocs., P.A.,* 219 N.C. App. 615, 618 (2012) (holding the trial court's award of fees is based upon the reasonable value of the attorneys' services and not upon any failed agreement).

The total attorneys' fees awarded to plaintiff by the MDNC was $150,759.99. The MDNC calculated this number by considering not only how much time plaintiff spent preparing for the federal case, but also for meeting with the Soltes Family prior to the filing of and participating in the OAH matter. The final time calculation was

determined to be 1,091.6 hours. The total attorneys' fees divided by the total time spent results in an hourly rate of approximately $138.11. This rate was considered appropriate by the MDNC, despite being less than the typical rate of $250.00 per hour. The total attorneys' fees awarded to plaintiff by the trial court was $180,183.37, plus interest. This total includes the original MDNC award of $150,759.99, plus interest, as well as a money judgment of $29,150.00 owed to plaintiff.

The Soltes Family argues this amount is unsupported by the evidence and is contrary to the engagement agreement. We disagree. This total calculated by the trial court appears facially reasonable when compared to the time spent by plaintiff preparing for litigation before OAH and the MDNC and the time spent awaiting payment from the Soltes Family. Simply put, the trial court awarding more than the MDNC did does not mean the trial court exceeded what would be considered reasonable under the circumstances. *See Forester*, 179 N.C. at 682; *Crumley*, 219 N.C. App. at 618. Dividing the trial court's award by the total number of hours used by the MDNC results in an hourly rate of $165.06. This rate, though higher than the rate proffered by the MDNC, is still less than what the MDNC considered an appropriate maximum and less than what the parties had initially contracted for.

Because the attorneys' fees awarded by the trial court were reasonable under the circumstances, we hold the trial court did not abuse its discretion by increasing the amount of attorneys' fees awarded by the MDNC.

C. Necessary Parties to the Action

The Soltes Family next argues that Ronald Sr. and plaintiff were the only parties to the action, rendering any judgment entered against Karen and Ronald Jr. improper. Plaintiff responds that the trial court properly entered a judgment against Karen and Ronald Jr. because plaintiff's legal representation directly benefited Ronald Jr., and Karen "actively participated" plaintiff's representation.

Rule 19 of the North Carolina Rules of Civil Procedure mandates the joinder of all "necessary parties" to a civil action. N.C.G.S. § 1A-1, Rule 19(a) ("[T]hose who are united in interest must be joined as plaintiffs or defendants; . . . however, in all cases of joint contracts, a claim may be asserted against all or any number of persons making such contracts."). "A 'necessary' party is one whose presence is required for a complete determination of the claim, and is one whose interest is such that no decree can be rendered without affecting the party." *Begley v. Emp. Sec. Comm'n of N.C.*, 50 N.C. App. 432, 438 (1981) (internal citation omitted). The term "embraces all persons who have or claim material interests in the subject matter of a controversy . . . ." *Durham Cnty. v. Graham*, 191 N.C. App. 600, 603 (2008) (emphasis omitted) (quoting *Wall v. Sneed*, 13 N.C. App. 719, 724 (1972)). If a plaintiff fails to join a necessary party when commencing an action, any determining judgment is null and void. *In re Foreclosure of a Lien by Hunters Creek Townhouse Homeowners Ass'n, Inc.*, 200 N.C. App. 316, 319 (2009).

Third-party beneficiaries to contracts are also necessary parties under Rule 19. *See, e.g.*, *Leasing Corp. v. Miller*, 45 N.C. App. 400, 405–06 (1980). "A person is a

direct beneficiary of the contract if the contracting parties intended to confer a legally enforceable benefit on that person." *Revels v. Miss Am. Org.*, 182 N.C. App. 334, 336 (2007) (quoting *Holshouser v. Shaner Hotel Grp. Props. One Ltd. P'ship*, 134 N.C. App. 391, 400 (1999)).

Here, plaintiff was hired by both Ronald Sr. and Karen on behalf of Ronald Jr. for the purpose of obtaining an individualized education plan for Ronald Jr. Thus, any dealings between Ronald Sr., Karen, and plaintiff, were executed with the intent to benefit Ronald Jr. Such intent, and later conferral of benefits, to Ronald Jr. make Ronald Jr. a third-party beneficiary to the contract between Ronald Sr. and plaintiff. *See Revels*, 182 N.C. App. at 336. Thus, Ronald Jr. was a necessary party to the action, without whom would render the trial court's judgment null and void.

Though Ronald Sr. solely engaged with the initial engagement letter between plaintiff and himself, Karen was heavily involved in plaintiff's representation of Ronald Jr. Specifically, both Ronald Sr. and Karen executed a Co-Counseling Agreement with plaintiff in both their individual and representative capacities on behalf of Ronald Jr. This Co-Counseling Agreement detailed that any disbursements of funds would be awarded to both Ronald Sr. and Karen, referred to Ronald Sr. and Karen collectively as "Clients," and determined that the manner heard before OAH would be styled as "*RS A Minor, by and through His Parents KS and RS SR. v. NC Department of Public Instruction*." Both Ronald Sr. and Karen paid invoices to plaintiff. Karen was also involved in the decision to hire an educational law expert.

Though Karen did not sign the initial agreement with plaintiff, it is abundantly clear she was a joint client, meaningfully participated in the proceedings, and had a material interest in the outcome of the litigation such to be considered a necessary party under Rule 19. *See Durham Cnty.*, 191 N.C. App. at 603; N.C.G.S. § 1A-1, Rule 19(a).

Thus, the trial court did not err by entering judgment against Karen and Ronald Jr. because each was a necessary party under Rule 19. Further, the trial court did not err by granting summary judgment in favor of plaintiff because there were no genuine issues as to any material fact and plaintiff was entitled to judgment as a matter of law.

IV. Conclusion

For the foregoing reasons, we affirm the trial court entering summary judgment in favor of plaintiff, and Karen and Ronald Jr. were properly joined as necessary parties to the action.

AFFIRMED.

Judges ARROWOOD and CARPENTER concur.

Report per Rule 30(e).