

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
25 EDC 03816

<p>GB by parent of guardian RB and NB, Petitioner,</p> <p>v.</p> <p>Cabarrus County Board of Education, Respondent.</p>	<p>FINAL ARBITRATION DECISION AND AWARD</p>
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THIS MATTER comes for consideration of the undersigned, Stacey Bice Bawtinheimer, ("Arbitrator") pursuant to binding Arbitration agreed upon by the Parties on February 6, 2026. Both Parties briefed and submitted exhibits supporting their positions and an arbitration hearing was held on April 17, 2026. After hearing arguments of both Parties, reviewing the submissions, and legal standards regarding the award of attorney's fees in federal cases throughout the district courts of North Carolina, the Undersigned arbitrator awards the following attorney's fees to Petitioners.

APPEARANCES

For Petitioner: Keith Howard
William Knight
The Law Offices of Keith L. Howard, PLLC
keithh@khowardlaw.com
william@khowardlaw.com

For Respondent: Ashley F. Leonard
Campbell Shatley, PLLC
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ISSUE

Pursuant to the Agreement to Arbitrate contracted by the Parties, whether, and to what extent, Petitioners are entitled to recover reasonable attorney's fees and costs.

PROCEDURAL HISTORY

1. This matter originally arose under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400 *et seq.* The Parties resolved all substantive issues through settlement and voluntarily entered into an Arbitration Contract agreeing to submit the issue of attorney's fees and costs to stipulated arbitration before the Undersigned.

2. The Parties and Arbitrator recognize that jurisdiction for the award of attorney's fees to a prevailing party in an IDEA contested case rests with the federal district courts of North Carolina. This matter is not a judicial award of attorney's fees but rather binding Arbitration, an alternative dispute mechanism permitted by IDEA, not a Final Decision or Order issued by an Administrative Law Judge.

3. The arbitration is limited to determining whether Petitioners are entitled to attorney's fees and costs and if so, the reasonable amount.

4. On March 20, 2026, Petitioners filed a Request for Approval of Attorney's Fees and Costs and supporting Memorandum, seeking approximately \$48,331.00 in fees and costs.

5. On April 6, 2026, Respondent filed its Memorandum in Opposition, opposing the Request.

6. On April 7, 2026, the Arbitrator requested supplemental information, including clarification of hours billed at each rate, submission of the retainer agreement, and each Party's proposed merits issues had the matter been adjudicated.

7. Petitioners responded on April 10, 2026, clarifying that Attorney Howard billed 55.5 hours at \$425/hour and 34.4 hours at \$440/hour, submitted the retainer agreement, and Petitioners' proposed merits issues.

8. Respondent submitted its proposed merits issues on April 10, 2026.

9. The matter came on for arbitration hearing on April 17, 2026, via WebEx.

10. On April 24, 2026, both Parties reviewed and consented to the contents of the proposed Arbitration Award. The Parties contractually agreed that this Arbitration Award is binding and not subject to appeal.

FINDINGS OF FACT

1. On October 21, 2025, Petitioners initiated a Petition for Contested Case Hearing ("Petition"), alleging denial of a free appropriate public education ("FAPE") under the IDEA.

2. Respondent filed a Response to Petition on November 7, 2025.

3. Prior to hearing, the Parties participated in mediation on November 18, 2025, and again on December 15, 2025.

4. On February 6, 2026, the Parties participated in a judicial settlement conference facilitated through the Office of Administrative Hearings.

5. The Parties resolved the substantive issues through settlement and reserved the issue of attorney's fees for stipulated arbitration.

6. The Parties executed an IDEA Resolution Agreement effective February 23, 2026, providing, among other terms: (a) tutoring up to \$3,240.00 through December 18, 2026; (b) counseling up to \$4,500.00 through December 18, 2026; (c) independent assessments; and (d) an interim adult aide through the end of the 2025-2026 school year.

7. The Report of Settlement and Resolution Agreement provide that the sole unresolved issue is Petitioners' request for attorney's fees and costs, to be submitted to binding arbitration under the North Carolina Revised Uniform Arbitration Act before the Undersigned acting as an arbitrator, not an administrative law judge.

8. Petitioners filed a Notice of Voluntary Dismissal with Prejudice of all claims except attorney's fees and costs on February 27, 2026.

9. The Petition was closed by Notice of Closure on February 27, 2026, with arbitration to proceed as a separate proceeding.

10. Petitioners requested attorney's fees and costs totaling approximately \$48,331.00 for work performed from October 15, 2025 through April 17, 2026.

11. Petitioners were represented by Attorney Keith Howard, Attorney William Knight, and a paralegal.

12. Petitioners' billing records reflect hourly rates of \$425.00 and \$440.00 for Attorney Howard, \$250.00 for Attorney Knight, and \$100.00 for paralegal time.

13. Petitioners submitted a retainer agreement reflecting an initial retainer deposit of \$8,500.00.

14. Petitioners' counsel expended time preparing and filing a Petition, engaging in mediation and settlement efforts, and preparing a fee petition and for arbitration.

15. Petitioners' counsel billed time for two attorneys attending the first mediation, including approximately seven (7) hours billed by Attorney Knight.

16. The Arbitrator finds that the attendance of two attorneys at the first mediation was excessive under the circumstances.

17. Petitioners achieved partial success in this matter through settlement but did not obtain all relief requested in the underlying Petition.

18. The degree of success obtained by Petitioners is best characterized as limited, approximating one-quarter (1/4) of the relief sought.

19. Petitioners' billing records were sufficiently detailed to permit review of the work performed and time expended.

20. After deduction of the duplicative attorney's fees at mediation, Petitioners are entitled to an additional fifty percent (50%) reduction in fees for a total award of attorney's fees in the amount of \$21,500.00.

CONCLUSIONS OF LAW

1. The Arbitrator has jurisdiction over this matter pursuant to the Arbitration Contract and the Parties' stipulation to arbitrate attorney's fees.

2. Under 20 U.S.C. § 1415(i)(3)(B), a federal district court judge may, in his/her discretion, award reasonable attorney's fees to the parents of a child with a disability who are a prevailing party. An administrative law judge can decide prevailing party status but does not have authority to award attorney's fees.

3. In this proceeding, the Undersigned is not acting in the capacity of an administrative law judge but rather as an arbitrator who has authority to determine entitlement and the reasonable amount, if any, within the scope defined by the Parties' stipulation to arbitrate attorney's fees.

4. Petitioners achieved sufficient success through settlement to support an award of some attorney's fees.

5. In determining a reasonable fee, using an analysis comparable to the federal courts, the Arbitrator applies the lodestar method (reasonable hours multiplied by reasonable rates), with adjustments as appropriate based on the degree of success obtained and other relevant factors. *Grissom v. The Mills Corp.*, 549 F.3d 313, 320 (4th Cir. 2008) (citing *Barber v. Kimbrell's Inc.*, 577 F.2d 216, 226 (4th Cir.1978) and *Hensley v. Eckerhart*, 461 U.S. 424, 434 n. 9, 103 S.Ct. 1933, 76 L.Ed.2d 40 (1983) (superseded in part on other grounds by the Prison Litigation Reform Act); *Cantu-Guerrero v. Lumber Liquidators, Inc.*, 27 F.4th 291, 303 (4th Cir. 2022) (quoting *McAfee v. Boczar*, 738 F.3d 81, 88 (4th Cir. 2013)).

6. The Arbitrator determines that reasonable hourly rates for purposes of this arbitration are: \$400.00 for Attorney Howard, \$200.00 for Attorney Knight, and \$100.00 for paralegal time. These rates are consistent with recent awards by the federal district court for comparably experienced special education attorneys. *Compare* 2010 award in *B.P. v. Charlotte-Mecklenburg Board of Education*, No. 3:06-CV-445, 2010 U.S. Dist. LEXIS 45555 (W.D.N.C. Apr. 2, 2010) (awarding a comparable practitioner \$300.00 an hour in 2010); *to* 2025 awards in *M.W., by and through parents, J.W. and B.W. v. Charlotte Mecklenburg Bd. of Educ.*, 3:23-cv-00521, DE 22 *14 (W.D. N.C. Jun. 4, 2025) (awarding \$350.00 to practitioner with less experience than Mr. Howard in 2025); *Bouabid v. Charlotte Mecklenburg Bd. of Educ.*, 3:19-cv-00030, DE 71 *15-16 (W.D.N.C, Feb. 2, 2025) (awarding Mr. Howard \$400.00 an hour in 2025).

7. The "degree of success obtained" is the most critical factor in determining fees. *Hensley*, 461 U.S. at 436.

8. Petitioners achieved limited success relative to the claims asserted and relief sought.

9. Where a party achieves only partial or limited success, the lodestar amount may be reduced to reflect that limited success. *R.S.*, 2021 U.S. Dist. LEXIS 119264, at **37-39 (finding a 33% reduction appropriate when an IDEA-plaintiff achieved relief on four out of seven issues and received a "meaningful award of compensatory education."); *J.D. v. Kanawha County Bd. of Educ.*, 571 F.3d 381, 387 (4th Cir. 2009) (affirming fee award reduced by nearly 70% of requested fees in a case where parents did not prevail on their most significant claim); *C. v. Maine Sch. Admin. Dist. No. 6*, 582 F. Supp. 2d 65, 68 (D. Me. 2008) (50% fee award through court proceedings based on mixed success).

10. The Arbitrator finds that a fifty percent (50%) reduction in the overall fee request is appropriate to account for the limited degree of success.

11. Additional reductions are warranted where time expended was excessive, redundant, or not reasonably necessary to the litigation.

12. The Arbitrator further determines that reduction is warranted based on the reasonableness of time expended. Specifically, a reduction for excessive staffing at the first mediation, including removal of Attorney Knight's time for the first mediation (approximately 7 hours).

13. After applying the above reductions, including the overall fifty percent (50%) reduction for limited success, the resulting fee constitutes a reasonable attorney's fee in conformance with those awarded by federal district courts under the IDEA.

14. By stipulation, the Parties have agreed to be bound by this award and acknowledged that the award is not subject to appeal.

AWARD

BASED ON THE FOREGOING Findings of Fact and Conclusions of Law and the Parties' stipulations in Arbitration Contract, the Arbitrator hereby **AWARDS** the following:

1. Petitioners' request for attorney's fees and costs is granted in part and denied in part.
2. Petitioners are awarded reasonable attorney's fees and allowable costs in an amount reflecting:
 - a. Hourly rates of \$400/hour (Attorney Howard); \$200/hour (Attorney Knight); and \$100/hour (paralegal);
 - b. Removal of Attorney Knight's 7.0 hours for the first mediation; and
 - c. An overall fifty percent (50%) reduction based on limited success.
3. Petitioners are awarded attorney's fees and allowable costs in the amount of \$21,500.00 consistent with this Arbitration Decision.
4. Respondent shall pay the awarded amount to Petitioners' counsel within thirty (30) days of entry of the Final Arbitration Award.

5. By stipulation, this award is binding, not appealable, and constitutes full resolution of Petitioners' claim for attorney's fees and costs in this matter.

NOTICE OF APPEAL RIGHTS

By contractual stipulation, there are no appeal rights for this Award of Arbitration.

IT IS SO AWARDED.

This the 24th day of April, 2026.



Stacey Bice Bawtinheimer
Arbitrator by Stipulation

