

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation from a lawyer.*

*Joshua Lanier v. City of Richmond Hill, Georgia*

**If you own or owned property in Richmond Hill, Georgia and were assessed and paid Fire Fees at any time between November 7, 2018 and the date of final approval of the proposed settlement, you may be a Class Member.**

Please read this Notice carefully, as it affects your legal rights. You can also visit:

<https://www.richmondhill-ga.gov/gov-legal> (the "Settlement Webpage")

Or Call the Claims Administrator's Office at:

(800) 345-0837

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing</b>	After the Settlement has been approved by the Court, if you still own the property for which the refund is determined to be owed, you will not be required to do anything to receive your refund. After the Settlement has been approved by the Court, you will receive your refund as explained in this Notice.
<b>Submit a Claim</b>	If you no longer own the property for which the refund is determined to be owed, after the Settlement has been approved by the Court, you will receive a Claim Form. Follow the instructions on the Claim Form and in this Notice to submit the Claim Form.
<b>Object</b>	Write to the Court and counsel about the fairness of the Settlement.
<b>Go to the Hearing</b>	Ask to speak in Court about the fairness of the Settlement after you have submitted a written objection.

- **These rights and options - and the deadlines and instructions for exercising them - are explained in this Notice.**
- The Court in charge of this case still has to decide whether to grant final approval of this Settlement. No refund will be made until after the Court grants final approval of the Settlement, after all appeals, if any, are resolved and after the individual refund determination for each class member is made.

WHAT THIS NOTICE CONTAINS

Contents

Basic Information ..... 3

- 1. What is the purpose of this Notice?.....3**
- 2. What is this Lawsuit about? .....3**
- 3. Why is this Lawsuit a class action? .....4**
- 4. Why is there a Settlement? .....4**

Who is in the Settlement? .....5

- 5. Am I part of the Class? .....5**
- 6. What if I am still not sure if I am included in the Class?..... 5

The Proposed Settlement .....5

- 7. What are the Settlement Benefits? .....5**
- 8. How do I receive my refund?.....5**
- 9. What if I receive a Claim Form and do not follow the instructions or do not timely return the form?.....6
- 10. What if I am not listed on the Settlement Webpage as a Class Member?.....6
- 11. How are the refunds calculated?.....6
- 12. How much will my refund be?.....7
- 13. What am I giving up as part of the Settlement? .....7**
- 14. When will I get paid?.....7**

The Lawyers Representing You.....7

- 15. Do I have a lawyer in this Lawsuit? .....7**
- 16. Should I get my own lawyer?.....8**
- 17. How will the lawyers get paid and will there be incentive payments? .....8

Supporting or Objecting to the Settlement .....8

- 18. How do I tell the Court that I like or do not like the Settlement?.....8
- 19. Can I call the Court or the Judge's office about my objections?.....9
- 20. When and where will the Court decide to approve the Settlement? .....9
- 21. Why is there a hearing? .....9
- 22. Do I have to come to the hearing?.....9
- 23. May I speak at the hearing?.....9
- 24. Can I exclude myself from the Settlement? ..... 10

Getting More Information about the Settlement..... 10

- 25. How do I get more information? .....10**

Full Text of the Settlement ..... 10

- 26. What is the full text of the Release for the Settlement? ..... 10

## Basic Information

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you of (a) the existence of a class action lawsuit; and (b) the proposed Order and Judgment on Aggregate Refund (the "**Order and Judgment**") which settles the lawsuit (the "**Settlement**"). The Court authorized this Notice because you have a right to know about the Order and Judgment which settles this class action lawsuit before the Court decides whether to give "final approval" to the Settlement. This Notice explains the nature of the lawsuit that is subject of the Settlement and your legal rights and options.

The class action lawsuit is pending in the Superior Court of Bryan County, Georgia, known as *Lanier v. City of Richmond Hill, Georgia* (the "**Lawsuit**").

### 2. What is this Lawsuit about?

This Lawsuit alleges that Defendant Richmond Hill (the "**Defendant**" or the "**City**") under Article IV- Fire Protection Fee of the City Ordinance (the "**Fire Fee Ordinance**") levied and collected a fire protection fee (the "**Fire Fee**"). The Fire Fee Ordinance provides that the Fire Fee will be established by resolution of the City council.

The Fire Fees, according to the Fire Fee Ordinance, are "to ensure adequate cost recovery for operation of the fire services provided."

Except as set forth in the Fire Fee Ordinance, "no developed or undeveloped property located in the City shall be exempt from the" Fire Fee.

Linear rights of way that are outside of defined parcel limits are exempt from the Fire Fee.

Property that is exempt from ad valorem property taxes are also exempt from the Fire Fee. The Fire Fee Ordinance provides that "[n]o part of the revenue derived from the [Fire Fee] levied upon property located in the [C]ity shall be used for any purpose other than fire preventing and firefighting operations of the [C]ity."

Under the Fire Fee Ordinance, "[i]f at the end of any fiscal year, there remain any funds unexpended in the account so established, the same shall not lapse or revert to general funds of the City, but shall be maintained exclusively for the purposes specified in" the Fire Fee Ordinance.

On April 2, 2019 the City made a Resolution which confirmed that revenues from the Fire Fees levied on property located in the City shall not "be used for any purpose other than fire preventing and fire fighting operations in the [C]ity."

The 2019 Resolution also provides that "the City must ensure that the Richmond Hill Fire Department has sufficient resources to support the cost of fire prevention and firefighting services in the City".

The 2019 Resolution provided that the 2019 Fire Fees for undeveloped and vacant residential properties was \$92.50. The Fire Fee for undeveloped and vacant residential properties was \$92.50 for 2020 and 2021, and \$112.50 for 2022 through 2024.

The 2019 Resolution provided that the 2019 Fire Fee for residential properties with improvement was \$185. The Fire Fee for residential properties with improvement was \$185 for 2020 and 2021, and \$225 for 2022 through 2024.

The 2019 Resolution provided that the 2019 Fire Fee for undeveloped and vacant commercial properties was \$125. The Fire Fee for undeveloped and vacant commercial properties was \$125 for 2020 and 2021, and \$300 for 2022 through 2024.

The 2019 Resolution provided that the 2019 Fire Fee for improved commercial properties was \$250. The Fire Fee for improved commercial properties was \$250 for 2020 and 2021, and \$600 for 2022 through 2024.

The 2019 Resolution provided that the 2019 Fire Fee for undeveloped and vacant industrial properties was \$125. The Fire Fee for underdeveloped and vacant industrial properties was \$125 for 2020 and 2021, and \$300 for 2022 through 2024.

The 2019 Resolution provided that the 2019 Fire Fee for improved industrial properties was \$250. The Fire Fee for improved industrial properties was \$250 for 2020 and 2021, and \$600 for 2022 through 2024.

The Fire fee is based on the ability to pay; i.e. the payer's ownership of real property.

The Fire Fee is mandatory for all property owners in the City to whom it applies. The mandatory nature of the Fire Fee is evidenced by the fact that it is included on all tax bills.

The Fire Fee is a mechanism the City is using to raise general revenue for fire protection services rather than a charge for a particular service.

The Fire Fee is assessed by the City without regard to direct benefits that may inure to the Subject Property or to Named Plaintiff or to the prospective class members or to the properties of the prospective class members.

The Fire Fee is not assessed in a manner whereby the payment is based upon the Subject Property's contribution or the contribution of the prospective class member's property to the problem. That is, a property owner may pay the Fire Fee year after year and never utilize the fire protection services.

The payer of the Fire Fee receives no particularized or enhanced service different from the nonpayer despite having paid the Fire Fee. The fire protection services funded through the payment of the Fire Fee benefit the general public in precisely the same manner that the services benefit the payer of the Fire Fee.

The Fire Fee is not calculated in a manner whereby Named Plaintiff or the prospective class members are reasonably paying for services rendered or to be rendered.

Therefore, the Fire Fee is an illegal tax to fund core governmental functions, i.e., firefighting services and firefighting operations.

Under the Georgia Constitution and Georgia law, taxation of real and personal property is required to be ad valorem. That is, property must be assessed based upon the value of the property not based upon a rate for the square footage of all Structures with a minimum and maximum amount charged based on the type of Structure. *See Hutchins, et al. v. Howard, et al.*, 211 Ga. 830, 89 S.E. 2d 183, 186 (1955) ("Taxation on all real and tangible personal property subject to be taxed is required to be ad valorem - that is, according to value, and the requirement in the Constitution that the rule of taxation shall be uniform, means that all kinds of property of the same class not absolutely exempt must be taxed alike, by the same standard of valuation, equally with other taxable property of the same class, and coextensively with the territory to which it applies; meaning the territory from which the given tax, as a whole, is to be drawn.").

Rather than assessing the Fire Fee based on the value of property, the City assesses the Fire Fee in the form of a flat fee. Therefore, the Fire Fee is an illegal tax not authorized by the Georgia Constitution or by Georgia law and Named Plaintiff and the prospective class members are entitled to refunds for the illegally assessed and collected taxes under O.C.G.A. § 48-5-380 (the "Refund Statute").

Named Plaintiff filed this Lawsuit on behalf of itself and all taxpayers similarly situated who own or owned parcels in Richmond Hill and were assessed and paid Fire Fees from **November 7, 2018 and the date of final approval of the proposed settlement.**

### **3. Why is this Lawsuit a class action?**

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members.

### **4. Why is there a Settlement?**

The Court has not decided in favor of Named Plaintiff or Richmond Hill. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial and related appeals and Class Members receive the benefits described in this Notice. The "Class Representative" appointed to represent the Class and the attorneys for the Class ("Class Counsel", see Question No. 15) think that the Settlement is best for all Class Members.

### **Who is in the Settlement?**

### **5. Am I part of the Class?**

You are a member of the Class if you are or were an owner of a property in Richmond Hill and were assessed and paid Fire Fees from November 7, 2018 and the date of final approval of the Settlement.

**6. What if I am still not sure if I am included in the Class?**

After the Administrator calculates the individual refunds for the Class Members, the Class Members' names who are determined to be entitled to refunds along with the refund each will receive will be posted on the Settlement Webpage on Richmond Hill's website as described in Question No. 25. You can visit the Settlement Webpage on the Richmond Hill's website (<https://www.richmondhill-ga.gov/gov-legal>) where you can search for your name and/or property for which you believe you may be entitled to a refund.

You can also call the Claims Administrator's office at (800) 345-0837 to get help.

**The Proposed Settlement**

**7. What are the Settlement Benefits?**

If the Settlement is approved by the Court at or after the Fairness Hearing described in Question No. 20, Richmond Hill has agreed to create an Aggregate Refund Fund in the amount of \$5,000,000.00 (the "**Aggregate Refund Fund**"). The City shall pay the Aggregate Refund Fund as follows:

- (1) \$2,000,000 on or before January 10, 2026 (the "**Initial Refund Fund Payment**"); and
- (2) \$3,000,000 on or before January 10, 2027 (the "**Final Refund Fund Payment**")

If the Court finally approves this Settlement and if you are entitled to a refund for Fire Fees paid at any time from November 7, 2018 and the date of final approval of the proposed settlement you will receive a refund calculated as explained in Question No. 11.

The money in the Aggregate Refund Fund will only be distributed if the Court finally approves this Settlement.

**8. How do I receive my refund?**

Following the Final Approval of the Order and Judgment settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts. After the Administrator calculates the individual refunds for the Class Members, the Class Members' names along with the refund each will receive will be posted on the Settlement Webpage on Richmond Hill's website along with information about how a Class Member can object to individual refund amounts. As deemed appropriate by the Court appointed Administrator, updates as to timing of the individual Class Member refund calculation and payment will also be posted on the Settlement Webpage on Richmond Hill's website.

The Administrator will divide the Class Members into the following categories for purposes of distributing the refunds:

**Category 1 Class Members:** Class Members still owning the property for which a refund is determined to be owed.

**Category 2 Class Members:** Class Members who no longer own the property for which a refund is determined to be owed.

If you are a Category 1 Class Member the refund will be mailed without the need for you to take any action. (See Question No. 14 for more information). If you are a Category 2 Class Member you will be sent a Claim Form at what is believed to be your current mailing address or you can obtain the Claim Form from the Settlement Webpage on Richmond Hill's Website. If you receive a Claim Form or are listed as a Category 2 Class Member, you will need to follow the directions on the Claim Form, certifying that you are the same taxpayer for which the refund has been calculated. You will have sixty (60) days to return the Claim Form. (See Question No. 14 for more information).

**9. What if I receive a Claim Form and do not follow the instructions or do not timely return the form?**

Only Category 2 Class Members (Class Members who no longer own the property for which the refund is determined to be owed) are required to submit a Claim Form. If you fail to follow the instructions on the Claim Form and do not submit it on or before the date provided on the Claim Form you will not receive your refund. Sending in a Claim Form late will be the same as

failing to send in the required Claim Form.

**10. What if I am not listed on the Settlement Webpage as a Class Member?**

As explained in Question No. 8, following the Final Approval of the Order and Judgment settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts and post the Class Members and the refunds each will receive on the Settlement Webpage on Richmond Hill's website. There will be a Claim Form on that webpage for any taxpayer not identified as a Class Member by the Administrator to download, complete and submit according to the directions provided. The Administrator will review the claim and notify the taxpayer of their findings. The taxpayer will have fifteen (15) days to object to the Administrator's findings. Objections will be heard by a Special Master. The Special Master's findings will be final and binding.

**11. How are the refunds calculated?**

Following Final Approval of the Order and Judgment, the Administrator is directed to identify the Classes and Class Members and determine the refunds owed.

**"Class Member"** or **"Class Members"** means a member or members of the Class.

The Administrator will identify the Class Members who are entitled to refunds as follows:

The Administrator will be given full access to the records of and full cooperation by Defendant's departments including, but not limited to the Finance Department, in order to identify Class Members, confirm the identity of Class Members, obtain missing information for taxpayers who paid the Fire Fee in order to determine whether they are Class Members and to make an initial calculation of the refunds owed to Class Members. The amount of Fire Fees paid by each Class Member will be determined and totaled for all Class Members. The ratio of the Fire Fees paid by each Class Member compared to the total Fire Fees paid by all Class Members multiplied by the Aggregate Refund Fund will be the estimated amount of Fire Fees to be refunded to each Class Member (**"Presumptive Refund Amount"**). The Presumptive Refund Amount is subject to adjustment as set forth below once the final list of Qualified Class Members is determined.

The identification of Class Members entitled to refunds and the amount of the individual refunds due to such Class Members is to be completed within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

Following resolution of any claims by Missing Claim Members and objections to the Presumptive Refund Amount calculations, the Administrator will determine each Qualified Class Member's final pro-rata share from the Aggregate Refund Fund (the **"Pro-Rata Refund"**). "Pro-Rata" shall mean the proportion each Qualified Class Member's total payment of Fire Fees during the Refund Period bears to the payments of all Qualified Class Members during the Refund Period. The Pro-Rata Refund is expected to return to each Qualified Class Member 60-100% of the Fire Fees paid during the Refund Period less fees and expenses. The Pro-Rata percentage shall be used to calculate each Qualified Class Member's share of the Fees and Expenses to be subtracted from the Pro-Rata share of the Aggregate Refund Fund. The Fees and Expenses shall be totaled and multiplied by the Pro-Rata share. The resulting number shall be each Qualified Class Member's portion of the Fees and Expenses (**"Pro-Rata Fees and Expenses"**). The difference between the Pro-Rata share of the Aggregate Refund less the Pro-Rata Fees and Expenses shall be each Qualified Class Member's final refund (**"Final Refund"**) and shall be the amount distributed to each Qualified Class Member as set forth herein.

**12. How much will my refund be?**

If you are entitled to a refund, your refund will be calculated as explained in Question No. 11. At this time, it is not known how much each individual refund will be. The Administrator will calculate the individual refund amounts after the Final Approval Hearing (see Question No. 20) and after the Court finally approves the Settlement. See Question No. 14 regarding timing of payment.

**13. What am I giving up as part of the Settlement?**

If the Settlement is finally approved by the Court after the Final Approval Hearing, you will give up your right to sue Richmond Hill and other persons (**"Releasees"**) as to all claims arising out of the assessment of the Fire Fees as alleged in the Lawsuit from November 7, 2018 to the date of entry of the Order and Judgment whether in law or equity (the **"Released Plaintiff and Class Member Claims"**).

The full text of the Release is set forth in Question No. 26. Additionally, a copy of the Order and Judgment can be found on the Settlement Webpage on Richmond Hill's website. You should carefully read the Release and if you have any questions about the release, you may contact *Class Counsel at (912) 638-5200.*

**14. When will I get paid?**

On January 6, 2026 at 9:00 a.m., the Court will hold a hearing to decide whether to approve the Settlement. If the Court approves the Settlement, the Administrator will begin to verify the individual Class Members who are entitled to refunds and determine the individual amount of the refund to be paid to each Class Member.

The Administrator will endeavor to complete the individual Settlement Class Member refund calculations within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

The Aggregate Refund Fund shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order (the "**Lanier QSF**") to carry out the payment of refunds to individual Class Members. The Final Order will appoint an administrator of the Lanier QSF (the "**Lanier QSF Administrator**").

Within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any claims or objections, the Administrator shall identify to the Lanier QSF Administrator the amount of refund due each taxpayer and the address to which the refund is to be mailed the Category 1 Class Members. The Lanier QSF Administrator shall issue refund checks from available funds in the Aggregate Refund Fund to the Category 1 Class Members within thirty (30) days of the later of receipt of such notice or the payment of the Final Refund Payment by the City. Within thirty (30) days following the later of the expiration of the period to submit Claim Forms or a final ruling by the Special Master on any claims or objections, the Administrator shall identify to the Lanier QSF Administrator Category 2 Class Members who have properly filled out and returned claim forms, the amount of refund due each taxpayer and the address to which the refund is to be mailed. The Lanier QSF Administrator shall issue refund checks from available funds in the Aggregate Refund Fund to the Category 2 Class Members within thirty (30) days of the later of the receipt of such notice or the payment of the Final Refund Payment by the City.

Please note that there is often a delay after a Settlement like this is approved. For example, there may be appeals of the Court's Order approving the Settlement. The relief to the Class Members provided for by this Settlement may not be implemented until appeals are finished and the Court's Order finally approving this Settlement is upheld. Because of this there could be a delay in payment of the individual refund amounts as provided for in the Settlement.

Please be patient. Updates as deemed necessary will be posted on the Settlement Webpage on Richmond Hill's website.

**The Lawyers Representing You**

**15. Do I have a lawyer in this Lawsuit?**

Yes. The Court decided that the law firms of Roberts Tate, LLC and Manly Shipley, LLP are qualified to serve as Class Counsel and to represent you and all Class Members.

**16. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you may hire one at your own cost.

**17. How will the lawyers get paid and will there be incentive payments?**

Class Counsel has not received any fees for the lawyer and professional time they have devoted to this Lawsuit, nor have they received any reimbursement for any of the out-of-pocket expenses incurred. For work done through the final approval of this Settlement, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed 40% of the Aggregate Refund Fund plus documented out of pocket expenses incurred from the Aggregate Refund Fund (the "**Fee Petition**"). The City lacks standing to either object or agree to Class Counsel's Fee Petition.

In addition, Class Counsel will ask the Court to award to the Named Plaintiff Joshua Lanier a class service payment of 2.5% of the Aggregate Refund Fund in recognition of its efforts on behalf of the Class (the "**Class Service Petition**"). Named Plaintiff was prepared to appear and testify at trial on behalf of the Class. Richmond Hill takes no position on the Class Service Petition, will

not oppose the Class Service Petition and intends to defer such decision to the judgment and discretion of the Court.

The amounts to be awarded as attorney's fees, expenses and Named Plaintiffs service award must be approved by the Court. Class Counsel will file the Fee Petition and the Class Service Petition at least twenty (20) days prior to the Final Approval Hearing. You can object to the Fee Petition and the Class Service Petition in compliance with the instruction in Question No. 18. A copy of the Fee Petition and the Class Service Petition will be posted on the Settlement Webpage on Richmond Hill's website the same day that it is filed with the Court.

**Supporting or Objecting to the Settlement**

**18. How do I tell the Court that I like or do not like the Settlement?**

If you are a Class Member, you can tell the Court that you like the Settlement or you can tell the Court that you do not agree with the Settlement or some part of the Settlement. You can object to the entire Settlement or any part of the Settlement. You can give reasons why you do not think that the Court should approve the Settlement. You can also object to the Fee Petition or the Class Service Petition. You can give reasons for the objection and why you think the Court should not approve the Fee Petition or the Class Service Petition.

In order for the Court to consider your written comments or objections, all objections to the Order and Judgment settling this Lawsuit or to the Fee Petition or the Class Service Petition must be mailed to the Clerk of Court, Class Counsel and Defendant's Counsel. For an objection to be considered by the Court, the objection must be postmarked on or before December 27, 2025 and sent to the Court, Class Counsel and Counsel for Defendant at the following addresses:

<b>Court</b>	Clerk of Superior Court of Bryan County 151 South College Street P.O. Box 670 Pembroke, GA 31321	
<b>Class Counsel</b>	James L. Roberts, IV, Esq. Roberts Tate, LLC P.O. Box 21828 St. Simons Island, GA 31522	John Manly, Esq. Manly Shipley, LLP P.O. Box 10840 Savannah, GA 31412
<b>Counsel for Defendant</b>	Ray C. Smith, Esq. 595 Tranquilla Lane Richmond Hill, GA 31324	Benjamin M. Perkins, Esq. Oliver Maner, LLP 218 W. State Street Savannah, GA 31412

Additionally, for an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Lawsuit;
- b. Your full name, address and telephone number;
- c. An explanation of the basis upon which you claim to be a Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- e. The number of times the you have objected to a class action settlement within the five (5) years preceding the date on which you file the objection, the caption of each case in which you have made such objection, and a copy of any orders or opinions to or ruling upon your prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented you, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Order and Judgment settling this Lawsuit or to Fee Petition and Class Service Petition;
- g. The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date you file the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;
- h. Any and all agreements that relate to the objection or the process of objecting - whether written or verbal - between you or your counsel and any other person or entity;
1. The identity of all counsel representing you who will appear at the Final Approval Hearing;
- J. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- I. Your signature (your attorney's signature is not sufficient).

The filing of an objection may allow Class Counsel or Counsel for Richmond Hill to notice the objecting party to take his or her deposition at an agreed upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure of the objector to comply with the discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

Any Class Member who fails to object in the manner set forth above will be deemed to have forever waived his or her objections.

**19. Can I call the Court or the Judge's office about my objections?**

No. If you have questions, you may visit the Settlement Webpage on Richmond Hill's website (<https://www.richmondhill-ga.gov/gov-legal>) for more information about the settlement. You may also call Class Counsel.

**20. When and where will the Court decide to approve the Settlement?**

The Court will hold a Final Approval Hearing at 9:00 a.m. on January 6, 2026 at the Richmond Hill Courthouse. After the Final Approval Hearing the Court will decide whether to finally certify the Settlement Class and whether to approve the Settlement. The Court may also decide how much to pay Class Counsel and whether to award a class service payment to Named Plaintiff. Additionally, if no objections are filed, the Court may elect to conduct the hearing telephonically or virtually without further notice to the Class. We do not know how long it will take the Court to make its decision.

*Important!* The time and date of the Final Approval Hearing may change without additional mailed or published notice.

**21. Why is there a hearing?**

At the Final Approval Hearing the Court will consider whether to finally certify the Settlement Class and whether the Settlement is fair, reasonable and adequate. If there are objections that were properly submitted (see Question No. 18) the Court will consider them. At its discretion, the Court may listen to people who have properly filed objections (see Question No. 18) and have asked to speak at the hearing.

**22. Do I have to come to the hearing?**

No. Class Counsel will present the Order and Judgment settling this Lawsuit to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you make an objection, you do not have to come to Court to talk about it. As long as you mailed or otherwise submitted your written objection according to the instructions (including the deadlines) in Question No. 18, including all of the information required, the Court will consider it.

**23. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must mail or otherwise submit an objection according to the instructions (including the deadlines) in Question No. 18. The Court, in its discretion, may determine which, if any, of the Class Members who properly submitted an objection and requested to be heard at the Final Approval Hearing will be entitled to appear and be heard.

If you wish to present evidence at the Final Approval Hearing you must identify any witnesses you may call to testify and any exhibits you intend to introduce as evidence at the Final Approval Hearing in your written objection (see Question No. 18).

**24. Can I exclude myself from the Settlement?**

No. You do not have the right to exclude yourself from the Settlement, but you do have the right to object to the Settlement in writing (see Question No. 18).

**Getting More Information about the Settlement**

**25. How do I get more information?**

Visit the Settlement Webpage on Richmond Hill's website at <https://www.richmondhill-ga.gov/gov-legal> where you can

find claim forms, information on the Lawsuit and the Settlement, and documents such as the Complaint and the Order and Judgment.

You may also call Class Counsel at (912) 638-5200 or write Class Counsel at:

James L. Roberts, IV, Esquire ROBERTS TATE, LLC  
Post Office Box 21828  
St. Simons Island, Georgia 31522

PLEASE DO NOT CALL OR WRITE TO THE JUDGE CONCERNING THIS LAWSUIT OR THE SETTLEMENT. PLEASE DO NOT CALL THE CLERK OF COURT. EXCEPT FOR SUBMITTING OBJECTIONS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN QUESTION NO. 18, PLEASE DO NOT WRITE TO THE CLERK OF COURT CONCERNING THIS LAWSUIT OR THE SETTLEMENT.

### **Full Text of the Settlement**

#### **26. What is the full text of the Release for the Settlement?**

##### **A. Released Claims by Named Plaintiff and Class Members**

Named Plaintiff and Class Members agree to release and forever discharge, and by this Agreement do, for themselves, their heirs, executors and administrators, release and forever discharge Defendant, its current and former elected officials in their official and individual capacities, its past, present and future parent and affiliate corporations, offices, authorities, commissions, committees and departments, and their respective past, present and future divisions, subsidiaries, affiliates and related governmental entities and their successors, assigns, directors, officers, employees, attorneys, agents and representatives, personally and as directors, officers, employees, attorneys, agents, or representatives (collectively, the "Releasees"), of and from all manner of action and actions, causes and causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, attorneys fees), claims and demands for the payment of Fire Fees, taxes, and/or fees related to or arising out of the assessment, collection, or payment of Fire Fees as alleged in the Lawsuit from November 7, 2018 through the date of final approval of this Judgment whether in law or in equity (the "Released Claims").

##### **B. Effect of Failure to Grant Final Approval**

In the event that the Court fails to enter an Order granting Final Approval to this Order and Judgment, the Lawsuit shall resume, this Order and Judgment and any Order granted pursuant to this Order and Judgment, including but not limited to the Preliminary Approval Order shall have no res judicata or collateral estoppel effect and shall be of no force or effect, and the Parties' rights and defenses shall be restored without prejudice as if this Order and Judgment had never been entered into unless either: (1) Named Plaintiff and Defendant agree in writing to a modification of the Order and Judgment and obtain approval of the [Amended] Order and Judgment with such agreed to modification, or (2) Named Plaintiff and Defendant successfully obtain reversal of the decision denying entry of the Order granting Final Approval to this Order and Judgment after reconsideration or appellate review.

##### **C. Continuing Jurisdiction**

The Court shall retain jurisdiction over the interpretation and implementation of this Order and Judgment, as well as any matters arising out of, or related to, the interpretation or implementation of this Order and Judgment.