NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you paid water or sewer Capital Facilities Fees to the City of Raleigh at any point from January 12, 2016, through June 30, 2018, you may be eligible to receive a payment from a class action settlement.

The General Court of Justice, Superior Court Division, Wake County, North Carolina authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit ***Wardson Construction, Inc., et al. v. City of Raleigh,*** File No. 19-CVS-010860-910, pending in the General Court of Justice, Superior Court Division, Wake County, North Carolina (the "Class Action"). If the Settlement is granted final approval by the Court, it will resolve the legal claims arising from the City of Raleigh's collection of water and sewer Capital Facilities Fees for the period from January 12, 2016, through June 30, 2018.

IF YOU ARE A CLASS MEMBER, YOUR LEGAL RIGHTS ARE AFFECTED.
PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF FROM THE SETTLEMENT **DEADLINE:** **NOVEMBER 23, 2026**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive a Class Member Benefit Award from the Settlement. More information about excluding yourself is available at **FAQ #17**.
OBJECT TO THE SETTLEMENT **DEADLINE:** **NOVEMBER 23, 2026**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. More information about objecting is available at **FAQ #20**.
ATTEND THE FAIRNESS HEARING **DECEMBER 14, 2026**	You may attend the Fairness Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so visit www.RaleighCFFSettlement.com for updates. More information about the Court's Fairness hearing is available at **FAQ #22**.
DO NOTHING	If you are a Class Member and do nothing, you will still receive a Class Member Benefit Award from the Settlement, but you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Class Member Benefit Awards will not be provided unless the Court grants final approval of the Settlement and the Settlement becomes effective.

BASIC INFORMATION

1. Why is there a Notice?

The General Court of Justice, Superior Court Division for Wake County, North Carolina authorized this Notice to inform you about a proposed class action Settlement. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiffs Wardson Construction, Inc. and Homequest Builders, Inc. filed this class action lawsuit against the City of Raleigh (the "City" or "Defendant"). Plaintiffs and the City are collectively referred to as the "Parties".

Plaintiffs brought this Class Action against the City alleging that the City exceeded its lawful authority under N.C.G.S. § 160A-314, the City's Charter in its collection of water and sewer Capital Facilities Fees ("CFFs") for the period from January 12, 2016, through June 30, 2018. The City denies each one of Plaintiffs' allegations and has asserted various legal and other affirmative defenses. From January 12, 2016, through June 30, 2018, the City collected $16,484,400 in CFFs.

The specific allegations asserted by Plaintiffs are described in the Complaint, which is available on the Settlement Website at www.RaleighCFFSettlement.com.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Settlement Class Representatives") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Class Members"). The Court resolves the claims for all Class Members, except for those who choose to exclude themselves from (or "opt-out" of) the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and the City disagree about the legal claims in this Class Action. Plaintiffs previously obtained a judgment against the City, and the Court certified the Class. As of July 15, 2026, the City's total liability under that judgment, including the CFFs and accrued interest, was $26,235,749.27. After years of litigation, the Plaintiffs and the City entered into a Settlement Agreement to, among other things, avoid the further expense, inconvenience, burden, and risk of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class is defined as: All natural persons, corporations, or other entities who (a) at any point from January 12, 2016, through June 30, 2018, and (b) paid water or sewer Capital Facilities Fees to the City of Raleigh pursuant to the Schedule of Fees and Code of Ordinances adopted by the City of Raleigh.

If you meet the above Settlement Class definition, then you are a Class Member in this Settlement. Class Members were also issued notice of this Settlement via mail.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are included in this Settlement, you can contact the Administrator for free assistance.

City of Raleigh CFF Settlement
c/o Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Info@RaleighCFFSettlement.com ● 1-844-430-4361

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The City shall pay into the Common Fund a total of $26,235,749.27 for Class Member Benefit Awards, Administration Costs, Class Counsel's Attorneys' Fees and Expenses, Service Awards, and all other Settlement costs. This is the full amount of the City's liability under the judgment as of July 15, 2026, including CFFs and accrued interest. Those funds will be held in a segregated, interest-bearing account maintained for the benefit of the Settlement Class, and all interest earned shall become part of the Common Fund.

8. How will the Settlement payments be calculated?

Class Members who do not opt-out of the Settlement will receive a *pro rata* share of the funds remaining in the Common Fund after payment of Administration Costs, Service Awards, and Class Counsel's Attorneys' Fees and Expenses that have been approved by the Court. The *pro rata* share will be determined by the total CFFs the Class Member paid to the City, plus interest at the rate of six percent (6%) per annum from the date of each payment through September 16, 2024, and interest at the legal rate from September 17, 2024, through August 1, 2026.

It is anticipated that, if the Court awards all Administration Costs, Service Awards, and Class Counsel's Attorneys' Fees and Expenses that may be requested, each Class Member will receive a net Class Member Benefit Award of approximately 105% of their total principal CFFs paid to the City from January 12, 2016, through June 30, 2018.

9. What am I giving up in order to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will receive your cash Class Member Benefit Award (*See* Section 9). You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues resolved by this Settlement, and released by the Settlement Agreement in exchange for the sums paid by the City into the Common Fund (*See* FAQ 11).

10. What are the claims being released?

Upon Final Judicial Approval, Plaintiffs and each member of the Settlement Class expressly and irrevocably waive and fully, finally and forever settle and release All Claims against the City and its Council members, officers, employees, attorneys, insurers, agents and successors, whether known or unknown, asserted or unasserted, arising out of or relating to the payment of CFFs to the City during the Class Period, and covenant not to sue the City with respect to All Claims.

"All Claims" are defined as: "any and all claims, demands, actions, suits and causes of action against the City and/or its Council members, officers, employees, attorneys, insurers, agents or successors, whether known or unknown, asserted or unasserted, that any member of the Class ever had, or could have had, now has or hereafter can, shall or may have, arising out of the same factual predicate as the claims asserted in the Class Action, namely the payment of CFFs to the City during the Class Period. These claims include claims for refunds, damages or remedies (including, without limitation, actual, compensatory, punitive, or exemplary), or for compensation of any type or for accounting or reconciliation, reimbursement or statutory remedies or for pre- or post-judgment interest, or for other damages arising from or relating to the Class Members' claims that were asserted or that could have been asserted in the Class Action, including claims for the City's *ultravires* conduct, as it relates to CFFs paid to the City during the Class Period.

For more information about the Release, please refer to the Settlement Agreement, which is available on the Settlement Website at www.RaleighCFFSettlement.com.

HOW TO GET SETTLEMENT BENEFITS

11. How do I get a Class Member Benefit Award?

Any Class Member that has not timely and properly exercised an Opt-Out Right will be issued a check from the Administrator for that Class Member's Class Member Benefit Award from the Common Fund.

12. What happens if I need to update my contact information?

It is your responsibility to notify the Administrator of any updates to your contact information. You may update your contact information online at www.RaleighCFFSettlement.com or by writing to the Administrator.

Please include your unique Notice ID with your written request to update your contact information.

City of Raleigh CFF Settlement
Attn: Contact Information Update
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Info@RaleighCFFSettlement.com

13. When will I receive the Class Member Benefit Award?

Class Member Benefit Awards will be issued after the Court enters a Final Order and Judgment, and any appeal of the Final Order and Judgment has been resolved, or the time to appeal has expired.

The Settlement approval process may take time and there may be appeals that must be resolved before any Class Member Benefit Award can be issued. Please be patient and check www.RaleighCFFSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed James R. DeMay, J. Hunter Bryson, and Daniel K. Bryson of Bryson Harris Suciu DeMay PLLC as Class Counsel to represent Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

James R. DeMay
J. Hunter Bryson
Daniel K. Bryson
Bryson Harris Suciu DeMay PLLC
900 W. Morgan Street
Raleigh, North Carolina 27603

15. How will Class Counsel be paid?

Class Counsel may apply to the Court for a percentage-of-the-fund award of reasonable Attorneys' Fees and Expenses of up to one-third (1/3) of the Common Fund for professional services rendered on behalf of the Settlement Class relating to the claims settled, released, and discharged by the Settlement Agreement.

Class Counsel will also request the Court approve Service Awards for the Class Representatives, Wardson Construction, Inc. and Homequest Builders, Inc., in the amount of $25,000.00 each, to be paid from the Common Fund.

The Court may award less than these amounts. Class Counsel's request for Attorneys' Fees and Expenses, and Service Awards will be posted on the Important Documents page of the Settlement Website, www.RaleighCFFSettlement.com, when available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the legal claims raised in this Action and/or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement, even if that Settlement Class Member does not submit a valid claim.

16. How do I get out of the Settlement?

Each member of the Settlement Class wishing to opt out of the Settlement Class must individually sign and submit timely written notice to the Administrator. This written notice must contain the name, address and valid telephone number of the Class Member wishing to opt out of the Settlement Class. This written notice must clearly manifest an intent to be excluded from the Settlement Class. To be considered timely, written notice must be postmarked for mailing to the Administrator on or before **November 23, 2026,** and sent to:

City of Raleigh CFF Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Except as authorized by law, no person may opt out on behalf of any other person, class, or sub-class.

17. If I exclude myself, can I still receive a Class Member Benefit Award?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive a Class Member Benefit Award if you remain in the Settlement, *e.g.,* you do not opt-out.

18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

Class Members who wish to object to the Settlement, Settlement Class Counsel's requested Attorneys' Fees and Expenses, and/or the Service Awards requested for the Class Representatives must file a written objection with the Court postmarked no later than **November 23, 2026**, and serve copies of the objection to the Administrator, Class Counsel and Counsel for the City at the addresses set forth:

Court
Wake County Courthouse 316 Fayetteville St, Raleigh, NC 27601

Administrator	Class Counsel
City of Raleigh CFF Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102	James R. DeMay J. Hunter Bryson Daniel K. Bryson **Bryson Harris Suciu DeMay PLLC** 900 W. Morgan Street Raleigh, North Carolina 27603
Counsel for the City	**Counsel for the City**
Robin L. Tatum **Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.** Wells Fargo Capitol Center 150 Fayetteville Street, Suite 2300 Raleigh, North Carolina 27601	Carolyn A. Bachl **City of Raleigh** P.O. Box 590 Raleigh, North Carolina 27602

Objections to the Settlement Agreement must:

a) contain a caption or title that identifies it as "Objection to Class Settlement in *Wardson Construction, Inc., et al. v. City of Raleigh*, Wake County Case No. 19-CVS-010860-910";
b) identify whether the objection is to the Settlement Class;
c) set forth the specific reason(s) for each objection, including the legal support and factual evidence the Settlement Class Member wishes to bring to the Court's attention;
d) include the name and address of the Settlement Class Member;
e) be personally signed by the Settlement Class Member;
f) include an identification, by case style and number, of any other class settlements in which the objector or the objector's attorney(s) have asserted an objection;
g) include an identification of all attorneys having a financial interest or stake in the objection; and
h) state whether the objecting Settlement Class Member intends to appear at the Fairness Hearing, personally or through counsel.

Any party may seek discovery from an objector without leave of Court, including requiring the objector to sit for a deposition and produce documents, and such discovery shall be responded to by the objector prior to the Fairness Hearing.

Class Members submitting objections to the Settlement Agreement may also file a statement of intent to appear at the Fairness Hearing, either personally or through their counsel. The statement of intent to appear at the Fairness Hearing must be filed with the Wake County Clerk of Superior Court in *Wardson Construction, Inc., et al. v. City of Raleigh*, Wake County Case No. 19-CVS-010860-910, and be served upon Class Counsel and counsel for the City in the manner provided by Rule 5 of the North Carolina Rules of Civil Procedure, no later than **November 30, 2026**. The Court will determine whether Class Members filing statements of intent to appear at the Fairness Hearing will be permitted to enter appearances and participate at the Fairness Hearing.

Any Class Member who does not raise an objection to the Settlement Agreement in accordance with the terms set forth herein prior to the Fairness Hearing shall be foreclosed from seeking review of the Settlement Agreement by appeal or otherwise without Court approval.

20. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, you do not exclude yourself or "opt-out" of the Settlement). Excluding yourself is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing for the **December 14, 2026**, civil session of Wake County Superior Court, located at 316 Fayetteville St, Raleigh, NC 27601. The exact date and time of the hearing during the week of December 14, 2026, as well as whether the hearing will be held in-person or via WebEx, will be posted on www.RaleighCFFSettlement.com as soon as it is available. You may also contact Class Counsel for more information regarding the hearing.

At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Class Counsel's request for an award of Attorneys' Fees and Expenses, Service Awards for the Class Representatives, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend. The hearing date or time may change, so please check www.RaleighCFFSettlement.com for updates.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 20), the Court will consider it, and you do not have to come to Court to talk about it.

23. May I speak at the Fairness Hearing?

Yes. If you wish to attend and speak at the Fairness Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 20). Your objection must state that it is your intention to appear at the Fairness Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will still be issued a Class Member Benefit Award if the Settlement is approved and becomes final. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at www.RaleighCFFSettlement.com. You may also contact the Administrator by mail or email with any questions you may have.

Mail: City of Raleigh CFF Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: Info@RaleighCFFSettlement.com

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.