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WAKE COUNTY
SUPERIOR COURT JUDGES OFFICE
BY:S. Smallwood

STATE OF NORTH CAROLINA

COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
19CVS010860-910

WARDSON CONSTRUCTION, INC. and HOMEQUEST BUILDERS, INC.,

Plaintiffs,

v.

CITY OF RALEIGH,

Defendant.

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

THIS MATTER came before the Court on September 21, 2026 upon Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the "Motion") filed by Plaintiffs and Class Representatives Wardson Construction, Inc. and Homequest Builders, Inc., on behalf of themselves and the members of the certified class (collectively, the "Settlement Class") pursuant to Rule 23 of the North Carolina Rules of Civil Procedure. Upon considering the Motion, the supporting Memorandum and other materials filed with the Motion, and other matters in the record, the Court concludes that good cause exists to grant the Motion.

Background

1. Unless otherwise defined herein, all defined terms shall have the meanings as set forth in the Settlement Agreement dated August 21, 2026 concerning this action (the "Settlement Agreement" or "Settlement"), which is attached as "**Exhibit A**" to the Motion.

2. This case seeks the refund of Capital Facilities Fees (the "CFFs" or "Fees") charged by Defendant City of Raleigh ("Defendant" or the "City") as a condition of receiving water and sewer service for new development located in the City. Plaintiffs are residential homebuilders who were required to pay CFFs to the City.

3. On August 12, 2019, Plaintiffs commenced this action against the City in the Superior Court of Wake County through the filing of a Complaint, seeking relief on behalf of themselves and a putative class under a cause of action for a declaration that the City's collection of CFFs for the period from January 12, 2016 through June 30, 2018 (the "Class Period") exceeded the City's lawful authority under N.C.G.S. § 160A-314, the City's Charter, and other applicable law, and that the CFFs must be refunded to Plaintiffs and the Class, plus interest at the rate of six percent (6%) per annum, pursuant to N.C.G.S. § 160D-106.

4. On October 28, 2019, the City moved to dismiss the Complaint, and on April 12, 2022, the Hon. Rebecca W. Holt, Superior Court Judge, denied that motion.

5. On May 5, 2022, the City filed a Petition for Writ of Certiorari with the North Carolina Court of Appeals seeking review of the order denying its motion to dismiss, and on July 20, 2022, the North Carolina Court of Appeals denied the City's Petition for Writ of Certiorari, NCCOA No. P22-209.

6. On August 23, 2022, the City filed an Amended Motion for Judgment on the Pleadings, contending, among other things, the CFFs charged from September 30, 2017 through June 30, 2018 were lawful to the extent they were calculated under

the "buy-in" method. The Hon. Mark A. Sternlicht, Superior Court Judge, denied that motion on December 1, 2022.

7. The Parties engaged in extensive discovery, including (i) multiple sets of interrogatories, requests for production, and requests for admission, (ii) voluminous document productions consisting of tens of thousands of pages of documents, (iii) depositions of eight (8) current or former City representatives and employees, (iv) five (5) depositions of Plaintiffs' corporate representatives, and (v) the deposition of the City's expert witness.

8. On August 19 and 20, 2024 Plaintiffs' Motion for Class Certification and the Parties' cross-Motions for Summary Judgment were heard by the Hon. G. Bryan Collins, Jr., Superior Court Judge. On September 16, 2024, Judge Collins entered an Order Granting Plaintiffs' Motion for Class Certification, and certified the following Class pursuant to Rule 23 of the North Carolina Rules of Civil Procedure:

> All natural persons, corporations, or other entities who (a) at any point from January 12, 2016 through June 30, 2018 (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.

9. On September 16, 2024, Judge Collins entered an Order and Judgment granting Plaintiffs' Motion for Summary Judgment and denying the City's Motion for Summary Judgment, and entered judgment in favor of Plaintiffs and the Class in the principal amount of the CFFs paid during the Class Period, plus interest at the rate of 6.00% per annum from the date of each CFF payment through the date of judgment, and with interest thereafter at the legal rate.

10. On October 15, 2024, the City appealed the Order Granting Plaintiffs' Motion for Class Certification to the North Carolina Supreme Court, and appealed the Order and Judgment granting Plaintiffs' Motion for Summary Judgment and denying the City's Motion for Summary Judgment to the North Carolina Court of Appeals, where that appeal was docketed on April 30, 2025 as No. COA25-416. The City's Petition for "Bypass Review" of the Order and Judgment granting Plaintiffs' Motion for Summary Judgment and denying the City's Motion for Summary Judgment directly to the North Carolina Supreme Court was denied.

11. On January 7, 2025, the Parties engaged in a mediation with Scott Hart, certified North Carolina Superior Court Mediator in New Bern, North Carolina, which resulted in an impasse.

12. Following oral argument on October 28, 2025, the North Carolina Supreme Court issued an opinion on March 20, 2026 in *Wardson Construction, Inc. v. City of Raleigh*, No. 115A25 (N.C. Mar. 20, 2026), affirming the Order Granting Plaintiffs' Motion for Class Certification.

13. On July 15, 2026, the North Carolina Court of Appeals issued an opinion in *Wardson Construction, Inc. v. City of Raleigh*, No. COA25-416 (N.C. Ct. App. July 15, 2026), affirming the Order and Judgment granting Plaintiffs' Motion for Summary Judgment and denying the City's Motion for Summary Judgment.

14. Following the Court of Appeals Order affirming the trial court's order granting Plaintiffs' Motion for Summary Judgment, the parties discussed the

framework of the Settlement. On August 21, 2026, the Raleigh City Council approved the terms of the settlement that are incorporated herein and resolved the litigation.

15. The Court finds that Class Counsel has conducted extensive discussions and arm's-length negotiations with respect to a possible compromise and settlement, with a view to settling the issues in dispute and achieving the best relief possible consistent with the interests of the Settlement Class on the terms set forth in the underlying Settlement Agreement. Based upon the investigation of Class Counsel as set forth above, and after considering: (a) the benefits that the Plaintiffs and members of the Class will receive from the Settlement; (b) the attendant risks and cost of litigation including future appeals; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Settlement Agreement, the Plaintiffs have agreed to settle all claims pursuant to the terms and provisions of the Settlement Agreement. The Plaintiffs and Class Counsel have carefully considered this Settlement and have concluded and believe that the terms and conditions of the Settlement are fair, reasonable, and adequate to the Plaintiffs and Settlement Class and that the Settlement is in their best interests.

16. Pursuant to the Settlement Agreement, Plaintiffs and the City have agreed to settle all claims related to the City's collection of CFFs from January 12, 2016 through June 30, 2018, in accordance with the Settlement Agreement, the terms of which are summarized below. Plaintiffs entered into the Settlement Agreement on behalf of themselves and a settlement class to be certified for settlement purposes,

which mirrors the definition of the Class previously certified by Judge Collins, and is defined as follows (the "Settlement Class"):

> All natural persons, corporations, or other entities who (a) at any point from January 12, 2016 through June 30, 2018 (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.

IT IS HEREBY ORDERED THAT:

Approval of the Notice Plan

17. The Court has reviewed and hereby approves the Notice Plan described in the Settlement Agreement.

18. The Court hereby approves and appoints Angeion Group to serve as the Administrator to administer the Settlement. If the Administrator becomes unable or unwilling to perform its duties, or if the Court so orders, the Parties shall promptly propose a successor administrator for the Court's approval.

19. Responsibilities of the Administrator include: (i) disseminating the Settlement Notice to Class Members; (ii) establishing and maintaining a website posting the Complaint, the Settlement Agreement, the Order Granting Preliminary Approval of the Settlement Agreement, the Settlement Notice, Class Counsel's application for an award of Attorneys' Fees and Expenses promptly upon filing, Frequently Asked Questions, a Change of Address Form, and the Postcard Notice; (iii) accepting and maintaining documents from Class Members, including Opt-Out requests and objections; (iv) issuing checks for Class Member Benefit Awards; (v) communicating with Class Counsel and counsel for the City; (vi) acting under the

supervision of Class Counsel and subject to the Court's continuing jurisdiction; (vii) providing Class Counsel and counsel for the City reasonable access to its records, data, and reports relating to notice, distribution, and administration of the Common Fund; (viii) before mailing, updating addresses through the USPS National Change of Address database and other reasonable address-verification methods, re-mailing notices returned with a forwarding address, and performing a reasonable address search and re-mailing notices returned undeliverable; (ix) where an email address is reasonably available, providing email notice as a supplement to, and not a substitute for, notice by United States Mail; (x) maintaining the settlement website from the date the Settlement Notice is mailed through the Final Approval Hearing and posting the Postcard Notice; (xi) maintaining a case-specific toll-free number with an interactive voice response system accessible twenty-four (24) hours a day, seven (7) days a week; and (xii) performing any other tasks assigned under the Settlement Agreement.

20. The Notice Plan includes mailing to Class Members the Settlement Notice, which, among other things, will inform Class Members of the Settlement terms, allow Class Members an opportunity to exercise the Opt-Out Right or object to the same, and provide contact information for Class Counsel in the event Class Members have questions about the Settlement.

21. The Court hereby orders the Administrator to implement the events identified in the Settlement pursuant to the following schedule:

EVENT	**DEADLINE**

Notice Plan to Begin	October 9, 2026
Post-Notice Declaration of Administrator Attesting to its Compliance with this Order	On or before December 3, 2026 (10 days after the November 23, 2026 Opt-Out Deadline)

22. The Court finds that the notice to be provided to the Settlement Class Members as set forth in the Settlement Agreement to be the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the Settlement to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of North Carolina Rule of Civil Procedure 23 and due process.

Approval of Procedure for Opt-Outs and Objections

23. Any Settlement Class Member who desires to exercise the Opt-Out Right during the Opt-Out Period shall submit a written Opt-Out notice to the address designated by the Administrator. The Opt-Out notice must be individually signed by the Settlement Class Member and postmarked for mailing to the Administrator on or before the Opt-Out Date to be timely. Except as authorized by law, no person may opt out on behalf of any other person, class, or sub-class. The Administrator shall promptly forward copies of any Opt-Out request to Class Counsel and counsel for the City. Any Settlement Class Member who desires to object to the Settlement shall file a written objection with the Court and the Wake County Clerk of Superior Court, serve the objection on the Administrator, Class Counsel, and counsel for the City, and ensure that the objection is postmarked no later than the Opt-Out Date.

Deadline for Opt-Outs and Objections	November 23, 2026

24. Any written objection 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 all legal support the Settlement Class Member wishes to bring to the Court's attention and all factual evidence the Settlement Class Member wishes to offer in support of the objection; (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 Final Approval 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 Final Approval Hearing. Any objections must be filed with the Court and the Wake County Clerk of Superior Court and served as set forth above.

25. Any Opt-Out request must: (a) contain a caption or title that identifies it as an Opt-Out Request from Class Settlement in *Wardson Construction, Inc., et al. v. City of Raleigh,* Wake County Case No. 19-CVS-010860-910 (Superior Court Division of Wake County, North Carolina); (b) include the name, address and valid telephone number of the Settlement Class Member; (c) be personally signed by the

Settlement Class Member; (d) clearly manifest an intent to exercise the Opt-Out Right and be excluded from the Settlement Class; and (e) be submitted by written notice to the address designated by the Administrator and be postmarked for mailing to the Administrator on or before the Opt-Out Date to be timely. Except as authorized by law, no person may opt out on behalf of any other person, class, or sub-class. The Administrator shall promptly forward copies of any Opt-Out request to Class Counsel and counsel for the City.

26. Any Settlement Class Member who files and serves a proper Opt-Out request that complies with this Order shall not be bound by the Settlement or the Final Order and Judgment.

27. Any Settlement Class Member who does not properly file and serve an Opt-Out request as set forth herein shall remain in the Class and shall be bound by the terms of the Settlement and Final Order and Judgment if the Settlement is approved, whether or not such Settlement Class Member shall have otherwise objected to the Settlement or sought to exercise the Opt-Out Right.

28. Any Settlement Class Member who submits an Opt-Out request that complies with the requirements of this Order and also objects to the Settlement shall be deemed to be excluded from the Class and such objections shall not be considered by the Court.

Settlement Class Certification

29. For purposes of Settlement Class certification, the Court first turns to whether the Settlement Class should be conditionally certified. Rule 23 of the North

Carolina Rules of Civil Procedure governs class actions. The basic requirements to establish class certification under Rule 23 are as follows:

> [P]arties seeking to employ the class action procedure pursuant to our Rule 23 must establish the existence of a class. A class exists when each of the members has an interest in either the same issue of law or of fact, and that issue predominates over issues affecting only individual class members. The party seeking to bring a class action also bears the burden of demonstrating the existence of other prerequisites: (1) the named representatives must establish that they will fairly and adequately represent the interests of all members of the class; (2) there must be no conflict of interest between the named representatives and members of the class; (3) the named representatives must have a genuine personal interest, not a mere technical interest, in the outcome of the case; (4) class representatives within this jurisdiction will adequately represent members outside the state; (5) class members are so numerous that it is impractical to bring them all before the court; and (6) adequate notice must be given to all members of the class.

Beroth Oil Co. v. N.C. Dep't of Transp., 367 N.C. 333, 336 (2014) (citations omitted). "When all the prerequisites are met, it is left to the trial court's discretion whether a class action is superior to other available methods for the adjudication of the controversy." *Id.*

30. For the same reasons that Judge Collins previously found that a litigation class exists, which was affirmed by the Supreme Court in *Wardson Construction, Inc. v. City of Raleigh*, No. 115A25 (N.C. Mar. 20, 2026), the Court grants Settlement Class certification.

31. The Court incorporates by reference herein all of the findings and conclusions made by Judge Collins in the Order Granting Plaintiffs' Motion for Class Certification entered on September 16, 2024.

32. The Settlement Agreement sets forth a settlement notice plan that is consistent with Rule 23 of the North Carolina Rules of Civil procedure to provide notice and due process to prospective settlement class members ("Notice Plan"). The Notice Plan will be properly administered and followed by the third-party Administrator. The form and manner of the Settlement Notice will be the best notice practicable under the circumstances and will be given in full compliance with the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

33. The Court hereby approves the form of the Notice attached to the Motion as "Exhibit B" (the Long Form Notice), "Exhibit C" (the Email Notice), and "Exhibit D" (the Postcard Notice).

34. Therefore, based on the record in this action, the Court finds, pursuant to North Carolina Rule of Civil Procedure 23, as follows:

a. A class exists and it is the Settlement Class as set forth in this Order.

b. The Class Representatives and Class Counsel have fairly and adequately represented all Class Members within and outside this state.

c. There is no conflict of interest between the Class Representatives and the Settlement Class members.

d. The Settlement Class members are so numerous that it is impractical to bring them all before this Court.

e. Adequate notice of Class Certification has been given to all Settlement Class members.

f. Adequate notice of the Settlement will be given to all Settlement Class members as set forth above.

g. All requirements of North Carolina Rule of Civil Procedure 23 have been satisfied.

35. Thus, pursuant to North Carolina Rule of Civil Procedure 23, Plaintiffs Wardson Construction, Inc. and Homequest Builders, Inc. are certified as Settlement Class Representatives. James R. DeMay, J. Hunter Bryson, and Daniel K. Bryson of Bryson Harris Suciu DeMay PLLC are certified as Settlement Class Counsel.

36. In addition, pursuant to North Carolina Rule of Civil Procedure 23, this action is certified for settlement purposes, subject to final findings and ratification in the Final Order and Judgment, and the following Settlement Class is hereby certified:

> All natural persons, corporations, or other entities who (a) at any point from January 12, 2016 through June 30, 2018 (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.

Conditional Approval of Settlement

37. The Settlement calls for a Common Fund of $26,235,749.27 (the "Common Fund" or "Settlement Fund") in exchange for a general release of All Claims by the Settlement Class Members in favor of the City and its Council members, officers, employees, attorneys, insurers, agents, and successors upon Final Judicial Approval, as more fully set forth in the Settlement Agreement.

38. Under the Settlement, the Administrator will determine each Class Member's pro-rata share of the Common Fund remaining after Court-approved

Administration Costs, Service Awards, and Class Counsel's Attorneys' Fees and Expenses are deducted, based on that Class Member's "Claim Amount" (the total CFFs paid by that Class Member plus interest at 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). The Administrator shall calculate Claim Amounts from the City's Payment Records. The City shall make the Payment Records available to the Administrator and respond to reasonable requests from the Administrator within fourteen (14) days. Before any checks are issued, the Administrator shall provide the proposed allocation to Class Counsel and counsel for the City for review.

39. Each such pro-rata payment is a "Class Member Benefit Award," and it is anticipated that each Class Member will receive a net Class Member Benefit Award of approximately 105% of the principal CFFs that Class Member paid. From the Common Fund, Attorneys' Fees and Expenses of up to one-third (1/3) of the Common Fund, Administration Costs, and Service Awards of $25,000.00 each to Class Representatives Wardson Construction, Inc. and Homequest Builders, Inc. shall be paid. Class Counsel shall apply to the Court for an award of Attorneys' Fees and Expenses no later than seven (7) days before the date of the Final Approval Hearing. All Administration Costs, Attorneys' Fees and Expenses, Service Awards, and other costs of the Settlement Agreement shall be paid solely from and shall not exceed the Common Fund, and each Class Member's Class Member Benefit Award is that Class Member's *pro-rata* share of the Common Fund remaining after those deductions. The

Administrator shall take commercially reasonable measures to ensure that Class Member Benefit Award checks are negotiated, including promptly researching and re-mailing returned checks and maintaining the toll-free line and settlement website through the conclusion of distribution. The Administrator shall provide a written reminder to each Class Member whose check remains uncashed no later than thirty (30) days before the one hundred eighty (180) day period expires and may reissue checks. Any Class Member Benefit Award check not cashed or deposited within one hundred eighty (180) days of issuance shall be paid to the City of Raleigh water and sewer enterprise fund and used for the purposes provided in N.C.G.S. Section 162A-211. The Administrator shall serve an accounting declaration covering administration of the Common Fund no later than one hundred twenty (120) days after the one hundred eighty (180) day period expires.

40. The City shall pay the full $26,235,749.27 into the Common Fund within ten (10) days after Final Judicial Approval to the Administrator. The Administrator shall hold the Common Fund 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. If the City does not fund the Common Fund when due, the unpaid amount shall accrue interest at the legal rate from the due date until paid, and that interest shall become part of the Common Fund. Attorneys' Fees and Expenses and Service Awards shall be paid from the Common Fund within ten (10) days following the later of (i) Final Judicial Approval and (ii) the Administrator's receipt of the Common Fund.

41. Settlement Class Members will receive direct checks from the Administrator for their Class Member Benefit Awards, as provided under the Settlement Agreement. The Administrator shall determine the appropriate payee name, payee designation, and mailing address for each Class Member Benefit Award based on the Payment Records and other reasonably available information, may name as payee the person or entity that made the CFF payment reflected in the Payment Records, and is authorized, without further order of the Court, to make reasonable conforming corrections to payee names, payee designations, and addresses, provided that nothing reduces the aggregate amount payable to any Class Member.

42. The Common Fund in the amount of $26,235,749.27 is the full amount that the City is obligated to pay under the terms of the Settlement Agreement, and all Attorneys' Fees and Expenses, Administration Costs, notice costs, Service Awards, and Class Member Benefit Awards are to be paid from the Common Fund.

43. To effectuate the Settlement and the provisions of the Notice Plan, the Administrator shall be responsible for the receipt of all Opt-Out requests. Not later than fourteen (14) days prior to the Final Approval Hearing, the Administrator shall file with the Court a summary chart and the original Opt-Out notices identifying all Class Members who have exercised an Opt-Out Right, with copies to Class Counsel and counsel for the City. The Administrator shall preserve all Opt-Out requests, and any and all other documents received from members of the Settlement Class in response to the notices for a period of three (3) years, or pursuant to further order of

the Court. All written communications received by the Administrator from members of the Settlement Class relating to the Settlement shall be available at all reasonable times for inspection and copying by Class Counsel and counsel for the City.

44. The Settlement was entered into after extensive litigation and arm's length negotiation by experienced counsel for the parties.

45. The Court finds that the Settlement is sufficiently fair and reasonable so that notice of the Settlement should be given as provided in this Order, and the Court preliminarily approves the Settlement.

Final Approval Hearing

46. Any Settlement Class Member who properly files and serves a written objection as described in this Order may appear at the Final Approval Hearing in person or through counsel hired at the Settlement Class Member's own expense. Any objecting Class Member who intends to appear at the Final Approval Hearing may file a statement of intent to appear at the Final Approval Hearing with the Wake County Clerk of Superior Court in this action and serve it upon Class Counsel and counsel for the City in the manner provided by Rule 5 of the North Carolina Rules of Civil Procedure by the Opt-Out Date. The Court will determine whether Settlement Class Members filing statements of intent to appear will be permitted to enter appearances and participate at the Final Approval Hearing. If a Settlement Class Member hires his or her own personal attorney to represent him or her in connection with an objection, and if the attorney wishes to appear at the Final Approval Hearing, the attorney must do the following by the Opt-Out Date: (a) file a notice of appearance

with the Clerk of Court in this action; and (b) serve a copy of the notice of appearance on Class Counsel and counsel for the City.

47. Any Settlement Class Member who fails to strictly comply with the deadlines in this Order shall waive and forfeit all rights to appear and to object and will be deemed to have consented to the jurisdiction of the Court, to be part of the Settlement Class, and to be bound by all subsequent proceedings, orders, and judgments in this action, including, but not limited to, the Settlement. Any Settlement Class Member who does not raise an objection in accordance with the terms set forth herein prior to the Final Approval Hearing shall be foreclosed from seeking review of the Settlement Agreement by appeal or otherwise without Court approval.

48. Any Settlement Class Member who objects to the Settlement but does not file an Opt-Out request shall, unless he or she is subsequently excluded by Order of the Court, remain a Settlement Class Member and therefore be entitled to all of the benefits, obligations, and terms of the Settlement if the same receives final approval.

49. The deadline for the Motion for Final Approval and the date of the Final Approval Hearing shall be as follows:

Motion for Final Settlement Approval to be Filed by Class Counsel	December 4, 2026
Final Approval Hearing Date	December 14, 2026 (or as otherwise set during that week by the Trial Court Administrator)

50. The Final Approval Hearing date shall be set forth in the Settlement Notice, but shall be subject to continuance by the Court without further notice other than that posted at the Court, on the Court's website, and/or the website to be established by the Administrator.

51. Upon the entry of the Final Order and Judgment, each and every term and provision of the Settlement Agreement shall be deemed incorporated into the Final Order and Judgment as if expressly set forth therein and the same shall have the full force and effect of an Order and Judgment of the Court. The Court shall retain continuing and exclusive jurisdiction over all provisions of the Settlement Agreement and all disputes relating to or arising out of the Settlement Agreement.

Status of Settlement and this Action

52. All proceedings and deadlines in this action are hereby stayed and suspended, pending the Final Approval Hearing, except for proceedings and deadlines provided for in this Order or the Settlement, or which may be necessary to implement the Settlement or this Order.

53. Pending Final Approval Hearing, no Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely exercises the Opt-Out Right), shall commence, continue, or prosecute in any court any of the All Claims against the City or its Council members, officers, employees, attorneys, insurers, agents, or successors, with the same being subject to final settlement approval by this Court, and such Settlement Class Member is hereby enjoined from so proceeding.

54. Upon entry of the Final Order and Judgment, all Settlement Class Members who do not file and serve a timely Opt-Out request shall be forever enjoined and barred from asserting any of the matters, claims or causes of action comprising the All Claims. Upon Final Judicial Approval, each Settlement Class Member who does not file and serve a timely Opt-Out request expressly and irrevocably waives and fully, finally, and forever releases the City and its Council members, officers, employees, attorneys, insurers, agents, and successors from the All Claims and covenants not to sue the City with respect to the All Claims pursuant to the Settlement Agreement.

55. If the Settlement Agreement is declared null and void or the Court fails to approve the Settlement Agreement or certify the Settlement Class, the order conditionally certifying the Settlement Class shall be automatically vacated and the matter shall proceed as though the Settlement Class had never been conditionally certified.

56. Neither this Order nor the Settlement nor any filings in support thereof shall constitute any evidence or admission of liability by the City, or an admission regarding the propriety of the certification of a settlement class, nor shall they be offered in evidence in this or any other proceeding except to consummate or enforce the Settlement or the terms of this Order, or by the City or its Council members, officers, employees, attorneys, insurers, agents, or successors in connection with any action asserting the All Claims.

Filing and Service of Documents

57. When this Order directs that pleadings, briefs, objections, Opt-Out requests, notices, and other documents be served upon Class Counsel and counsel for the City, service shall be made to the attorneys listed below by United States Mail, first class, addressed as set forth below and filing shall be made with the Clerk of Court at the following address:

Class Counsel
James R. DeMay
J. Hunter Bryson
Bryson Harris Suciu DeMay PLLC
900 W. Morgan Street
Raleigh, North Carolina 27603
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Defendant's Counsel
Robin L. Tatum
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Raleigh, North Carolina 27602
Email: carolyn.bachl@raleighnc.gov

Clerk of Court
Wake County Clerk of Superior Court
P.O. Box 5550,
Raleigh, NC 27602

IT SO ORDERED.

Date: 24th of September, 2026

SUPERIOR COURT JUDGE