

STATE OF NORTH CAROLINA
COUNTY OF WAKE

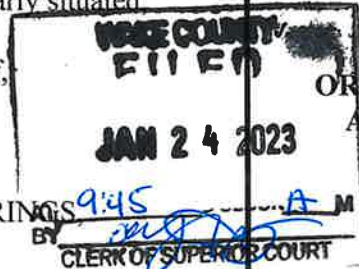
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
20-CVS-14511

MERITAGE HOMES OF THE
CAROLINAS, INC., Individually and
behalf of all others similarly situated

Plaintiff,

vs.

TOWN OF HOLLY SPRINGS
Defendant.



**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

THIS MATTER came before the Court on January 24, 2023 upon Plaintiff's Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the "Motion") filed by Plaintiff and Class Representative Meritage Homes of the Carolinas, Inc., on behalf of itself and the members of the certified class (collectively, "Class Plaintiffs" or 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 January 17, 2023 concerning this action (the "Settlement Agreement" or "Settlement"), which is attached as "Exhibit A" to the Motion.

2. This case seeks the refund of recreation fees in-lieu of land dedication (the "Recreation Fees" or "Fees") charged by Defendant Town of Holly Springs ("Defendant" or the "Town") as a condition of issuing development approvals for new residential development in the Town. Plaintiff is a residential developer who was required to pay Recreation Fees to the Town.

3. Plaintiff commenced this action against the Town in the Superior Court of Wake County on December 18, 2020. The Complaint seeks relief on behalf of Plaintiff and a Class under a cause of action for a declaration that the Town's collection of Recreation Fees exceeded the Town's legal authority and was ultra vires, and that the Recreation Fees charged and collected by the Town for the period three (3) years prior to the commencement of the action through the present must be refunded to the Plaintiff and the Class pursuant to N.C.G.S. § 160D-106.

4. The Town denied each one of Plaintiff's allegations of unlawful conduct and damages and has asserted various legal and other affirmative defenses.

5. The parties engaged in extensive discovery, including propounding multiple sets of written discovery, reviewing voluminous document productions, and deposing Town Manager Randy J. Harrington, Assistant Town Manager Daniel W. Weeks, Town Director of Parks and Recreation LeeAnn Plumer, Town Park Planner Matt Beard, and Town Assistant Director of Parks and Recreation Adam Huffman (as Rule 30(b)(6) deponent for the Town of Holly Springs).

6. The parties engaged in a mediation on September 22, 2021, with Patricia Holland serving as mediator. This mediation resulted in an impasse.

7. Plaintiff filed a Motion for Class Certification pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on April 26, 2022, which was heard by the Hon. Stephen Futrell on July 27, 2022.

8. On August 12, 2022, Judge Futrell entered an Order certifying a Class in this action as follows:

All natural persons, corporations, or other entities who (a) at any point from December 19, 2017 through December 13, 2022 (b) paid Recreation Fees to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town.

Excluded from the Class are WSLD 12 Oaks, LLC and Lake Time Development, LLC with respect to Recreation Fees paid pursuant to development agreements with the Town of Holly Springs.

Within the Class are two subclasses, defined as follows:

The Uniform Per-Unit Fee Subclass

All natural persons, corporations, or other entities who paid a uniform per-unit Recreation Fee to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from December 19, 2017 through June 30, 2020.

The Property Value Formula Fee Subclass

All natural persons, corporations, or other entities who paid a Recreation Fee based on a property value formula to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from June 30, 2020 through the present.

9. On December 9, 2022, the parties reconvened for a second mediation with Patricia Holland. After a full day of mediation, Plaintiff presented the Town with an offer for consideration by the Town Council at its December 13, 2022 meeting. The parties continued to engage in settlement negotiations following the December 13, 2022 meeting and the terms of the Settlement were ultimately reached, and the Settlement Agreement was fully executed by the parties on January 18, 2023.

10. 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 Plaintiff 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 Plaintiff has agreed to settle all claims pursuant to the terms and provisions of the Settlement Agreement. The Plaintiff 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 Plaintiff and Settlement Class and that the Settlement is in their best interests.

11. Pursuant to the Settlement Agreement, Plaintiff and the Town have agreed to settle all claims related to the Town's collection of Recreation Fees from December 19, 2017 through December 13, 2022, in accordance with the Settlement Agreement, the terms of which are summarized below. Plaintiff entered into the Settlement Agreement on behalf of itself and a settlement class to be certified for settlement purposes, which mirrors the definition of the Class previously certified by Judge Futrell, and is defined as follows (the "Settlement Class"):

All natural persons, corporations, or other entities who (a) at any point from December 19, 2017 through December 13, 2022 (b) paid Recreation Fees to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town.

Excluded from the Class are WSLD 12 Oaks, LLC and Lake Time Development, LLC with respect to Recreation Fees paid pursuant to development agreements with the Town of Holly Springs.

Within the Settlement Class are two subclasses, defined as follows:

The Uniform Per-Unit Fee Subclass

All natural persons, corporations, or other entities who paid a uniform per-unit Recreation Fee to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from December 19, 2017 through June 30, 2020.

The Property Value Formula Fee Subclass

All natural persons, corporations, or other entities who paid a Recreation Fee based on a property value formula to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from June 30, 2020 through December 13, 2022.

IT IS HEREBY ORDERED THAT:

Approval of the Notice Plan

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

13. The Court hereby approves and appoints Settlement Services, Inc. to serve as the Settlement Administrator to administer the Settlement.

14. Responsibilities of the Settlement Administrator include: (i) disseminating the Settlement Notices to Class Plaintiffs; (ii) establishing and maintaining a website for purposes of posting the notices, the Settlement, the Complaint and other case pleadings, and related documents; (iii) accepting and maintaining documents sent from Settlement Class Members, including any exclusion requests, objections, and other documents relating to settlement administration; (iv) issuing checks to Settlement Class Members; (v) communicating with Class Counsel and counsel for the Town concerning settlement administration; and (vi) carrying out any other tasks assigned to the Settlement Administrator by the Settlement.

15. The Notice Plan includes mailing to Class Plaintiffs the Settlement Notices, which, among other things, will inform Class Plaintiffs of the Settlement terms, allow Class Plaintiffs an opportunity to opt out of the Settlement or object to the same, and provide contact information for Class Counsel in the event Class Plaintiffs have questions about the Settlement.

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

EVENT

DEADLINE

Notice Plan to Begin

10 days from entry of this Order

Post-Notice Declaration of Settlement Administrator Attesting to its Compliance with this Order

10 days after the Opt-Out Date

17. The Court finds that the notice to be provided to the Class Plaintiffs 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

18. Any Class Plaintiffs who desire to opt-out of the Settlement or object to the same shall file a written objection or exclusion request with the Court, with a written copy delivered to the Settlement Administrator, Class Counsel, Defendant’s Counsel, and the Wake County Clerk of Court by the deadline set forth below (“Opt-Out Date”).

Deadline for Opt-Outs and Objections

45 days from the mailing of the written Notice

19. Any written objection must: (a) contain a caption or title that identifies it as an Objection to Class Settlement in *Meritage Homes of the Carolinas, Inc. v. Town of Holly Springs* (20-CVS-14511) (Superior Court Division of Wake County, North Carolina);” (b) identify whether the objection is to the Settlement Class; (c) set forth the specific reason(s), if any, for each objection, including all legal support the Settlement Class Members wished 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 or an officer or director thereof with actual authority to bind the entity; (f) include an identification, by case style and number, of any other

class settlements 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; (g) be served upon Class Counsel and Defendant's counsel; and (h) three dates within the calendar month they are submitted the objection in which they can be available for a deposition. Any objections must be filed with the Wake County Clerk of Superior Court.

20. Any exclusion request must: (a) contain a caption or title that identifies it as an Exclusion Request from Class Settlement in *Meritage Homes of the Carolinas, Inc. v. Town of Holly Springs* (20-CVS-14511) (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 be excluded from the Settlement Class; and (e) be served on Class Counsel and Defendant's Counsel. Any exclusion request must be filed with the Wake County Clerk of Superior Court.

21. Any Settlement Class Member who files and serves a proper request for exclusion that complies with this Order shall not be bound by the Settlement or the Final Order and Judgment.

22. Any Settlement Class Member who does not properly file and serve an exclusion 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 exclusion.

23. Any Settlement Class Member who submits an exclusion 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.

Conditional Class Certification

24. 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.*

25. The Court finds that the Settlement Class meets the prerequisites under Rule 23.

26. Factual differences between the Settlement Class members do not defeat predominance where “the principle questions surrounding plaintiffs’... claim are the same.” *Id.* (citing *Martinez-Hernandez v. Butterball, LLC*, No. 5:07-CV-174-H(2), 2008 U.S. Dist. LEXIS 111931, at *13 (E.D.N.C. Nov. 14, 2008)). Furthermore, the likelihood that class members may have suffered individual damages does not impact the predominance analysis. *See Gunnells v. Healthplan Servs.*, 348 F.3d 417 at 427-28 (4th Cir. 2003) (“Rule 23 contains no suggestion that

the necessity for individual damage determinations destroys commonality, typicality, or predominance, or otherwise forecloses class certification.”). Parties seeking to employ the class action procedure pursuant to Rule 23 must establish the existence of a class. *Neil v. Kuester Real Estate Servs.*, 237 N.C. App. 132, 141, 764 S.E.2d 498, 505 (2014). 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. *Id.*

27. The Settlement Class Representative’s claims are typical of the claims of the respective Settlement Class Members. The representative for the Settlement Class, Meritage Homes of the Carolinas, Inc., has the same interests in receiving a refund of allegedly unlawful Recreation Fees exacted from it and its claims are based on the same alleged legal injury that is common to all Settlement Class Members.

28. Here, Settlement Class Representative sought to establish the Town’s liability using common class-wide evidence. Common questions include, but are not limited to: whether the Town’s pattern, practice and policy of collecting Recreation Fees violated applicable North Carolina law and whether the Town must refund all such Recreation Fees. These two issues make the Settlement Class sufficiently cohesive. Because these issues predominate over any individual issue or interest of the Settlement Class Representative, a proper class exists.

29. The interests of the Settlement Class Representative fully align with the members of the Settlement Class and there is no conflict of interest. The Class Representative is prosecuting the same claims as the Settlement Class and these claims uniformly arise from the Town’s common practice of charging the allegedly improper Recreation Fees. The Settlement Class Representative has also demonstrated its commitment to participate in, monitor, and supervise the prosecution of the case on behalf of the Settlement Class. It has, among other

things, reviewed the pleadings, helped with the pre-filing investigation, provided information and documentation for discovery purposes, discussed settlement mechanics with Class Counsel, attended mediations, and maintained regular communications with Class Counsel.

30. In addition, the Settlement Class Representative has a genuine personal interest in the outcome of this action. The Settlement Class Representative has paid Recreation Fees to the Town that are the subject of this action.

31. Therefore, the Settlement Class Representative has fairly and adequately represented all of the Settlement Class Members.

32. The Settlement Class consists of approximately 35 individuals and entities such that the numerosity requirement is met.

33. As for notice, the Settlement Class Members previously received notice of class certification in this case and none of the approximately 35 Settlement Class Members opted out of the Class.

34. In addition, 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, Settlement Services, Inc. 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.

35. The Court hereby approves the form of the Notice attached to the Motion as “Exhibit B.”

36. Because Plaintiff has satisfied or will satisfy all class action prerequisites, this Court has the discretion to determine whether a class action is superior to all other methods for adjudication of this controversy. After a thorough and careful review of the Motion and the record in this action, that Conditional Settlement Class certification is proper in this matter.

37. Therefore, based on the record in this action, the Court conditionally 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 Representative 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 Representative 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.

38. Thus, pursuant to North Carolina Rule of Civil Procedure 23, Plaintiff Meritage Homes of the Carolinas, Inc. is certified as the Settlement Class Representative. James R. DeMay, J. Hunter Bryson, and W. Mark Cumalander of Milberg Coleman Bryson Phillips Grossman, PLLC are certified as Settlement Class Counsel.

39. In addition, pursuant to North Carolina Rule of Civil Procedure 23, this action is certified for settlement purposes, and the following Settlement Class is hereby certified:

All natural persons, corporations, or other entities who (a) at any point from December 19, 2017 through December 13, 2022 (b) paid Recreation Fees to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town.

Excluded from the Class are WSLD 12 Oaks, LLC and Lake Time Development, LLC with respect to Recreation Fees paid pursuant to development agreements with the Town of Holly Springs.

Within the Settlement Class are two subclasses, defined as follows:

The Uniform Per-Unit Fee Subclass

All natural persons, corporations, or other entities who paid a uniform per-unit Recreation Fee to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from December 19, 2017 through June 30, 2020.

The Property Value Formula Fee Subclass

All natural persons, corporations, or other entities who paid a Recreation Fee based on a property value formula to the Town of Holly Springs pursuant to the adopted schedule of rates and fees and/or policies of the Town in effect from June 30, 2020 through December 13, 2022.

Conditional Approval of Settlement

40. The Settlement calls a common settlement fund of \$7,500,000 (“Settlement Fund”) in exchange for a general release of the Town from the released claims as more fully set forth in the Settlement Agreement. Of the \$7,500,000, the sum of \$6,300,000 is reserved for payments to Class Members for Recreation Fees paid to the Town from December 19, 2017 through June 30, 2020 (the Uniform Per-Unit Fee Subclass), and the sum of \$1,200,000 is reserved for payments to Class Members for Recreation Fees paid to the Town from July 1, 2020 through December 13, 2022 (the Property Value Formula Subclass).

41. From the portion of the Settlement Fund reserved for payments to Settlement Class Members for the Uniform Per-Unit Fee Subclass, Settlement Class Members will receive an amount up to 85% of the Class Member's Claim Amount for Recreation Fees paid by the Settlement Class Member during this period. From the portion of the Settlement Fund reserved for payments to Settlement Class Members for the Property Value Formula Subclass, Settlement Class Members will receive an amount up to 24% of the Class Member's Claim Amount for Recreation Fees paid by the Settlement Class Member during this period. Also paid from the Settlement Fund shall be attorneys' fees in the amount of one-third of the Settlement Fund, litigation expenses actually incurred by Class Counsel, reasonable costs of administration by the Settlement Administrator, and a service award of \$20,000 to the Settlement Class Representative. Attorneys' fees and expenses, administration costs, service awards, and other costs associated with the Settlement shall be allocated *pro-rata* between the two Subclasses. Any checks that are not cashed or deposited by Settlement Class Members will revert to the Settlement Fund and shall be distributed to Settlement Class Members who did cash or deposit checks, up to making these Settlement Class Members whole on their Claim Amounts.

42. The Town will fund the Settlement Fund as follows: \$3,500,000 within seven (7) days of the Final Judicial Approval date (as defined in the Settlement Agreement), \$1,000,000 paid on or before December 1, 2023, and \$3,000,000 paid on or before December 1, 2024. Settlement Class Member benefits, attorneys' fees and expenses, administration costs, service awards, and other costs associated with the Settlement will be paid *pro-rata* on this same schedule as provided for in the Settlement Agreement.

43. Settlement Class Members will receive direct checks from the Settlement Administrator for their Class Member benefits, as provided under the Settlement Agreement.

44. The Settlement Fund in the amount of \$7,500,000 is the full amount that the Town is obligated to pay under the terms of the Settlement Agreement, and all attorneys' fees and expenses, notice costs, service awards, and benefits to Settlement Class Members are to be paid from the Settlement Fund.

45. To effectuate the Settlement and the provisions of the Notice Plan, the Settlement Administrator shall be responsible for the receipt of all notices of exclusions. The Settlement Administrator shall preserve all notices of exclusions, 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 Settlement 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 Defendant's Counsel.

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

47. 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

48. 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. However, any Settlement Class Member who intends to appear at the Final Approval Hearing must include a statement to that effect in the objection. 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 Defendant's Counsel.

49. 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.

50. Any Settlement Class Member who objects to the Settlement but does not file an exclusion 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.

51. 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*

March 31, 2022

Final Approval Hearing Date

April 10, 2023 (or as otherwise
set during that week by the Trial
Court Administrator)

52. 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 Settlement Administrator.

53. 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.

Status of Settlement and this Action

54. 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.

55. Pending Final Approval, no Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely elects to be excluded from the Settlement Class), shall commence, continue, or prosecute in any court any of the released claims against any of the released parties, with the same being subject to final settlement approval by this Court, and such Settlement Class Member are hereby enjoined from so proceeding.

56. Upon entry of the Final Order and Judgment, all Settlement Class Member who do not file and serve a timely notice of exclusion shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Settlement, and any such Settlement Class Member shall be deemed to have forever released the released parties from the released claims pursuant to the Settlement.

57. In the event the Settlement is terminated in accordance with its provisions, the Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided in the Settlement, and without prejudice to the *status quo ante* rights of Settlement Class Member and the Town.

58. Neither this Order nor the Settlement nor any filings in support thereof shall constitute any evidence or admission of liability by the Town, 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 any released party in connection with any action asserting released claims.

Filing and Service of Documents

59. When this Order directs that pleadings, briefs, objections, exclusion requests or opt-outs, notices, and other documents be served upon Class Counsel and Defendant's Counsel, 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
W. Mark Cumalander
Milberg Coleman Bryson Phillips Grossman, PLLC
900 W. Morgan Street
Raleigh, North Carolina 27603
Email: jdemay@milberg.com
Email: hbryson@milberg.com
Email: mcumalander@milberg.com

Defendant's Counsel

Dan Hartzog, Jr.
Hartzog Law Group
2626 Glenwood Ave., Ste. 305
Raleigh, NC 27608
Email: dhartzogjr@hartzoglawgroup.com

Clerk of Court

Wake County Clerk of Superior Court
316 Fayetteville St
Raleigh, NC 27601

IT SO ORDERED this 24th day of January, 2023.



SUPERIOR COURT JUDGE