

CLERK OF SUPERIOR &
JUVENILE COURTS
IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA

2017 JAN 13 AM 9:26

DEENA YOUNGBLOOD, et al.,)
)
 Plaintiffs,)
)
 v.)
)
 CITY OF GROVETOWN,)
)
 Defendant.)

CINDY MASON CLERK
COLUMBIA COUNTY GEORGIA

2016-CV-0413

PRELIMINARY APPROVAL ORDER

This matter, having come to be heard on the Parties' Joint Motion for Preliminary Approval of Proposed Class Action Settlement; the Court being fully advised and having duly considered the papers and arguments of Counsel; the Court hereby finds as follows:

1. The Court accepts and acknowledges that a Settlement Agreement, as may be amended ("Settlement Agreement"), has been entered into by or on behalf of Class Counsel, the Class Representatives, and the Defendant. Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Preliminary Approval Order shall have the meanings and/or definitions given them in the Settlement Agreement. Likewise, except as otherwise expressly provided below or as the context otherwise states, this Order approves and adopts the specific terms and conditions of the Settlement Agreement.

2. This Court has jurisdiction over the subject matter and all Parties to this proceeding and venue is proper in this Court.

RULE 23 REQUIREMENTS ARE MET

3. This Court has carefully considered the requirements of Rule 23 of the Georgia Civil Practice Act (O.C.G.A. § 9-11-23 and sometimes hereinafter referred to as "Rule 23") with

regard to the certification of the proposed Settlement Class. For the purpose of the settlement of the Action (and only for such purpose, and without an adjudication of the merits), after conducting a rigorous analysis of the requirements set forth in O.C.G.A. § 9-11-23(b)(3) and taking into consideration factors including, but not limited to: (a) the opinions of the participants, including Class Counsel and Defendant's Counsel; (b) the complexity, expense and likely duration of further litigation; (c) the extent of discovery completed and the state of the proceedings; and (d) the strength of Plaintiffs' case compared to the amount of Defendant's settlement offer, the Court preliminarily finds that the requirements of the Georgia Civil Practice Act, the Georgia Constitution, the United States Constitution, and any other applicable law have been met for settlement purposes only in that:

a. The Class is sufficiently ascertainable, and with over 5,000 members, the Class Members are so numerous that their joinder before the Court would be impracticable.

b. The commonality requirement of O.C.G.A. § 9-11-23(b)(3) generally is satisfied when members of the proposed Class share at least one common factual or legal issue. Here, Plaintiffs alleged numerous questions of fact and law purportedly common to the Class, including the claim that every water and sewer rate increase since 2010 has been implemented by the City of Grovetown in violation of its own City Code (Ordinance 9-23), and is thus void as a matter of law. As a result of this specific claim, every customer receiving water and sewer services from the City of Grovetown has been overbilled by easily ascertainable rates. Considering the allegations of the Complaint, the Court preliminarily finds that the allegedly common questions of fact and law predominate over questions of fact and law affecting only individual members of the Class.

c. The Court preliminarily finds that the claims of the Plaintiffs are typical of the claims of the other Settlement Class Members, and that the Plaintiffs and Class Counsel will fairly and adequately protect the interests of the other Settlement Class Members, in that: (i) the interests of the Plaintiffs and the nature of their alleged claims are consistent with those of the other Settlement Class Members, (ii) there appear to be no conflicts between or among the Plaintiffs and the other Settlement Class Members, (iii) the Plaintiffs have been and appear to be capable of continuing to be active participants in both the prosecution and the settlement of the Action, and (iv) the Plaintiffs and the other Settlement Class Members are represented by qualified, reputable counsel who are experienced in prosecuting class action litigations.

d. The Court preliminarily finds that a resolution of the Action in the manner proposed by the Settlement Agreement is superior or equal to other available methods for a fair and efficient adjudication of the Action. The Court notes that because the Action is being settled, rather than litigated, the Court need not consider manageability issues that might otherwise be presented by the trial of a class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 117 S. Ct. 2231, 2248 (1997).

3. In making these preliminary findings, the Court has considered, among other factors, (i) the interest of Settlement Class Members in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum.

4. The requirements of Rule 23 for the certification of the proposed Settlement Class are thus met so as to allow the Court to preliminarily certify the proposed Settlement Class and hold a certification hearing on the date of the Fairness Hearing.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

5. The Settlement Agreement and the settlement set forth therein, and all exhibits attached thereto or to the Joint Motion, are preliminarily approved by the Court as being fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Settlement Class, and within the range of possible judicial approval, such that the terms and conditions thereof shall be considered by the Class. The Court thus preliminarily certifies the Class for settlement purposes under O.C.G.A. § 9-11-23(b)(3). The Court finds that (a) the proposed Settlement resulted from extensive arm's-length negotiations and was concluded only after Class Counsel conducted broad discovery; and (b) the proposed settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Action and the proposed Settlement to the other Settlement Class Members and holding a full hearing on the proposed Settlement.

PRELIMINARY CERTIFICATION OF CLASS

6. Pursuant to O.C.G.A. § 9-11-23(b)(3), and for settlement purposes only, the Court is exercising its discretion in preliminarily certifying a Settlement Class defined as:

All persons, who are or were formerly customers of the City of Grovetown's water, wastewater, and stormwater utility and who were billed for water, wastewater, and/or stormwater utility services by the City of Grovetown between September 1, 2011 and September 1, 2016. The Class shall be broken down into the following two (2) sub-classes:

a. A "Resident Class" consisting of all persons who are currently customers of the City of Grovetown's water, wastewater, and stormwater utility and who were billed for water, wastewater, and/or stormwater utility services by the City of Grovetown between September 1, 2011 and September 1, 2016.

b. A "Non-Resident Class" consisting of all persons who were formerly customers, but are not currently customers, of the City of Grovetown's water, wastewater, and stormwater utility and who were billed for water, wastewater, and/or stormwater utility services by the City of Grovetown between September 1, 2011 and September 1, 2016.

DESIGNATION OF CLASS REPRESENTATIVES

7. The Court finds that the Settlement Class warrants certification for settlement purposes, and that Plaintiffs DEENA YOUNGBLOOD; LEARNING, LAUGHTER, AND LOVE, LLC; and ALLEN TRANSOU shall be designated as class representatives.

ADEQUACY OF REPRESENTATION

8. The Court finds that Plaintiffs' attorneys have sufficient experience, expertise, and resources to prosecute this class action. After considering the requisites set forth in Rule 23, the Court confirms Settlement Class Counsel mentioned hereinbelow, and finds that Settlement Class Counsel have fully and adequately represented the Settlement Class for purposes of entering into and implementing the settlement.

SETTLEMENT CLASS COUNSEL

9. For settlement purposes only, the Court hereby preliminarily approves the appointment of the following two individuals as Settlement Class Counsel:

Jeffrey F. Peil
Ga. State Bar No. 967902

Travers W. Paine III
Ga. State Bar No. 559350

Charles T. Huggins, Jr., P.C.
7013 Evans Town Center Blvd.
Suite 502
Evans, Georgia 30809
jpeil@hugginsfirm.com
(706) 210-9063

Travers W. Paine III, P.C.
560 Ninth Street
Augusta, Georgia 30901
tpaine@paine-firm.com
(706) 922-3548

CLASS NOTICE

10. The form and content of the written notice to Class Members is hereby approved. Such notices are fair and reasonable, and shall be disseminated to putative Class Members as due process and Rule 23 require in accordance with the Settlement Notice Plan.

11. The Court finds that the Settlement Notice Plan, the Class Notice Package, the postcard notice, and the Publication Notice to Class Members meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all potential members of the Settlement Class. Such notices are reasonably calculated, under the circumstance, to apprise the Class Members: (a) of the pendency of this Action, (b) of their right to exclude themselves from the Settlement Class and the proposed Settlement, (c) that any judgment, whether favorable or not, will bind all Class Members who do not request exclusion, and (d) that any Class Member who does not request exclusion may object to the settlement and, if he or she desires, enter an appearance personally or through counsel. The Court further finds that the notices are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of Georgia state law (including O.C.G.A. § 9-11-23), the Georgia Constitution, the United States Constitution, and any other applicable law.

SETTLEMENT ADMINISTRATION

12. The Court approves the appointment of Charles T. Huggins, Jr., P.C. as the Settlement Administrator.

13. No later than February 28, 2017, the Settlement Administrator shall begin Notice as set forth in the Settlement Notice Plan. Notice shall be completed by March 14, 2017. Any follow-up first-class mailing of the Class Notice Package shall be made pursuant to the Settlement Notice Plan. No later than February 28, 2017, the Settlement Administrator shall file a declaration with the Court attesting to the completion of Publication Notice and the completion of individual notice to those listed on the List of Potential Class Members, as set forth in the Settlement Notice Plan.

FAIRNESS HEARING

14. A hearing to determine: (1) whether the Class should be finally certified as a class under Rule 23, and (2) whether the proposed Class Settlement is fair, reasonable, and adequate, shall be conducted in the Superior Court of Columbia County, State of Georgia, Evans Justice Center, 640 Ronald Reagan Drive, Evans, Georgia 30809, commencing on the 26th day of June, 2017 at 10:00 A.M in Courtroom 2.

APPROVAL OF SETTLEMENT CLASS COUNSEL COMPENSATION

15. The Court acknowledges the attorneys' fees provisions contained in Section X of the Settlement Agreement/Stipulation of Settlement, and authorizes the Settlement Administrator to disburse fees to Class Counsel as outlined in accordance with said section.

APPROVAL OF CLASS REPRESENTATIVES COMPENSATION

16. The Court hereby approves the award of \$10,000 each to Class Representatives (a) LEARNING, LAUGHTER AND LOVE, LLC (c/o Deena Youngblood) and (b) ALLEN

TRANSOU as an incentive fee for services rendered. Such award is to be paid within ten (10) days of this Order.

CLAIMS PROCESS AND ENTITLEMENT TO CLASS RELIEF

17. Any Settlement Class Member who wishes to receive Class Relief must sign and return a complete and timely Claim Form in compliance with the Claims Process set forth in the Settlement Agreement, no later than October 2, 2017 (if mailed by U.S. Mail, postmarked no later than that date). Any Settlement Class Member who does not submit a complete and timely Claim Form in compliance with that Claims Process shall not be entitled to Class Relief, but nonetheless shall be barred by the Release and provisions of the Settlement Agreement and the Final Order and Judgment.

RIGHT TO OBJECT

18. Any Settlement Class Member who does not file a timely request for exclusion from the Settlement Class by the Opt-Out Deadline may file an objection to the Settlement. Any Settlement Class Member who objects to any of the terms of the proposed Settlement must mail to the Clerk of Court a concise written statement describing the specific reason(s) for his or her objections. The concise written statement of objections must be filed with the Court by May 8, 2017, at the following address:

Cindy Mason
Clerk of Superior Court of Columbia County
640 Ronald Reagan Drive
Evans, Georgia 30809
Attention: "*Deena Youngblood, et al. v. City of Grovetown*, Case No. 2016-CV-0413"

The Class Member must also mail, by May 8, 2017, a copy of the objection to the following counsel:

Jeffrey F. Peil
Ga. State Bar No. 967902

Travers W. Paine, III
Ga. State Bar No. 559350

Charles T. Huggins, Jr., P.C.
7013 Evans Town Center Blvd.
Suite 502
Evans, Georgia 30809

Travers W. Paine III, P.C.
560 Ninth Street
Augusta, Georgia 30901

Brendan N. Fleming
Brendan Fleming LLC
2362 Washington Road
Augusta, Georgia 30904

19. Any objection regarding or related to the Settlement or Settlement Agreement: (1) shall contain a caption or title that identifies it as "Objection to Class Settlement in Deena Youngblood, et al. v. City of Grovetown (Case No. 2016-CV-0413)"; (2) shall contain information sufficient to identify the objecting Settlement Class Member, including the objecting Settlement Class Member's name, address, water utility account number, telephone number, e-mail address, and the contact information for any attorney retained by the Settlement Class Member in connection with the objection; (3) shall contain a clear, concise, and detailed statement of each objection the Settlement Class Member is making, the facts supporting each objection, the legal basis on which each objection is based, and the relief the objecting Settlement Class Member is requesting; (4) shall contain a statement of whether the objecting Settlement Class Member intends to appear, either in person or through counsel, at the Fairness Hearing; (5) shall contain, if the objecting Settlement Class Member objects through or intends to appear through counsel, the counsel's name, address, phone number, e-mail address, state bar(s) to which the counsel is admitted, any points and authorities in support of the objecting Settlement Class Member's objections upon which the objecting Settlement Class Member will rely, and a list identifying all objections such counsel has filed to class action settlements from January 1, 2010 to the present, the results of each objection, including any Court opinions ruling on the objections, and any sanctions by a Court in connection with filing an objection; and (6)

shall contain a list of and copies of all exhibits that the objecting Settlement Class Member may seek to use at the Fairness Hearing. If the objecting Settlement Class Member intends to request the Court allow the Settlement Class Member to call witnesses at the Fairness Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony no later than 120 days after this Preliminary Approval Order. If an objecting party chooses to appear at the hearing, then a notice of intention to appear, either in person or through an attorney, must be filed and list the name, address and telephone number of the attorney, if any, who will appear. The objection must be postmarked no later than May 8, 2017.

20. No person shall be heard and no paper or brief submitted by any objector shall be received or considered by the Court unless such person has filed with the Clerk of Court and timely mailed to Settlement Class Counsel and Defendant's Counsel, as provided above, the concise written statement of objections as described above, together with copies of any supporting materials, papers or briefs. If a witness is not identified in the concise written statement of objections, such witness shall not be permitted to object or appear at the Fairness Hearing. Any Settlement Class Member who does not file a written objection in the time and manner described above shall be (a) deemed to have waived and forfeited any objections to the proposed Settlement, (b) foreclosed from raising any objection to the proposed settlements at the Fairness Hearing, and (c) bound by all of the terms of the Settlement Agreement and by all proceedings, orders and judgments by the Court.

21. The Court, within its discretion and at the request of Class Counsel or Defendant's Counsel, may order the deposition prior to the Fairness Hearing of any Settlement Class Member who has not filed a timely written request for exclusion and objects to the

fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement (or any witness identified in the written objection). If the objecting Settlement Class Member fails to appear for any such deposition ordered by the Court, the Court will not consider the objection. If any witness fails to appear for deposition, that witness's testimony will not be considered by the Court in considering the objection. Any Settlement Class Member who fails to comply with the orders of the Court or provisions of this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Action.

22. If a Settlement Class Member hires an attorney to represent him or her at the Fairness Hearing, the attorney must (a) file a notice of appearance with the Clerk of Court; (b) deliver a copy of that notice to Jeffrey F. Peil, Travers W. Paine III, and Brendan N. Fleming at the addresses set forth in paragraph 16 herein; and (c) otherwise comply with any order of the Court regarding depositions of objecting Settlement Class Members. The Court, Jeffrey F. Peil, Travers W. Paine III, and Brendan N. Fleming must receive such notices of appearance by May 12, 2017, or the attorney shall be barred from appearing at the Fairness Hearing.

23. Any Settlement Class Member who files and serves a timely, written objection pursuant to the terms herein and complies with the requirements of this Paragraph may also appear at the Fairness Hearing either in person or through counsel retained at the Settlement Class Member's expense. Settlement Class Members or their attorneys intending to appear at the Fairness Hearing must deliver to Jeffrey F. Peil, Travers W. Paine III, and Brendan N. Fleming, and file with the Court, at the addresses specified above, a notice of intention to appear, setting forth the case number and the name, address and telephone number of the Settlement Class Member (and, if applicable, the name of the Settlement Class Member's attorney). Notices of

intention to appear must be received by the Clerk of Court, Jeffrey F. Peil, Travers W. Paine III, and Brendan N. Fleming by May 12, 2017. Any Settlement Class Member or attorney who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear at the Fairness Hearing.

24. If any objection is deemed frivolous, the Court reserves the right to award appropriate costs and fees to Class Counsel and/or Defendant's Counsel.

25. Any Settlement Class member who fails to comply with the orders of the Court, including the requirements set forth herein, shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in this Action.

RIGHT TO OPT-OUT

26. Any proposed Settlement Class member may opt-out of the Settlement Class by mailing to the Settlement Administrator a written request to do so, to the address provided in the Class Notice, and to be postmarked by no later than May 12, 2017. The opt-out request must: (i) identify the Settlement Class Member's name, address, and phone number, and (ii) state that the Settlement Class Member wishes to be excluded from the Settlement Class. A timely and valid request to opt out of the Settlement Class shall preclude such proposed Settlement Class member from participating in the proposed settlements, and such proposed Settlement Class member will be unaffected by the Settlement Agreement. Any proposed Settlement Class member who does not submit a timely and valid written request for exclusion shall be bound by all subsequent proceedings, orders and judgments in this matter, regardless of whether such proposed Settlement Class member is currently, or subsequently becomes, a plaintiff in any other lawsuit against any of the Released Parties asserting any of the Released Claims.

27. The Settlement Administrator must provide a list of all Settlement Class Members who timely opted out of the settlement to Defendant's Counsel by May 19, 2017. Such list shall include the name and address of each Settlement Class member who timely opted out. Class Counsel shall also file that list with the Court at or before the Fairness Hearing.

BINDING EFFECT

28. All Settlement Class Members, and anyone acting on their behalf or for their benefit, are hereby enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to directly or indirectly, in whole or in part: (a) the Released Claims; or (b) the allegations, facts, subjects or issues that have been, could have been, may be or could be set forth or raised in the Action. In addition, all persons are hereby preliminarily enjoined from filing, commencing, prosecuting or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action in any jurisdiction), a private attorney general action, or any other action on behalf of Class Members, if such other action is based on or relates to directly or indirectly, in whole or in part: (a) the Released Claims; or (b) the allegations, facts, subjects, or issues that have been, could have been, may be or could be set forth or raised in the Action. The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's jurisdiction over the Action. Any person found in contempt of this section will be subject to sanctions. Any Party who must seek from the Court the compliance of any Settlement Class member, or anyone acting on a Settlement Class member's behalf or for his or

her benefit, is entitled to reimbursement of the Party's attorneys' fees incurred as a result of seeking such compliance.

INJUNCTION

29. The Commencement and/or prosecution of the Action or any new action (including discovery) by Settlement Class Members and third persons against any of the Released Parties, by, on behalf of or through any Settlement Class Members and/or third persons, is hereby enjoined and stayed during the pendency of these settlement proceedings and until further ordered by this Court, and the Court's Scheduling Order issued November 2, 2016 pursuant to O.C.G.A. § 9-11-23(f), is hereby suspended indefinitely.

ENFORCEMENT OF SETTLEMENT

30. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the proposed settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (ii) the proposed settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, shall be used or referred to for any purpose whatsoever.

31. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of its exhibits, nor any of the negotiations or proceedings connected with it, nor this Preliminary Approval Order shall be construed as an admission or concession by the Defendant of the truth

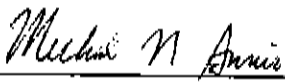
of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind, or of the appropriateness of the certification of the Settlement Class. This Order shall not be construed or used as an admission, concession or declaration by or against any of the Releasees of any fault, wrongdoing, breach, or liability.

32. The Court reserves the right to continue the Fairness Hearing without further written notice. If the Fairness Hearing is continued from the currently scheduled date of June 26, 2017, information regarding a rescheduled Fairness Hearing will be posted on the settlement website as defined by the Settlement Agreement.

MODIFICATION OF SETTLEMENT AGREEMENT

33. The Parties are hereby authorized, without needing further approval of the Court and without further notice to the Settlement Class, to agree to and adopt such amendments to, and modifications and expansions of the Settlement Agreement as are consistent with this Order and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

Approved and entered this 12th day of January, 2017.



Michael N. Annis
Judge, Superior Court of Columbia County