City of Eatonton Council Meeting
Agenda
October 17, 2016
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Councilwoman Teresa Doster

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A.

6. New Business:
   A. Swearing-in of Municipal Court Judge
   B. Swearing-in of City Solicitor
   C. Main Street Report Attachment #6C
   D. Proposed Authorization of a Tootsie Roll Drive Sponsored by Special Olympics Georgia, Putnam Jasper Support Services, and the Knights of Columbus Attachment #6D
   E. Discussion and Possible Action on Canceling or Rescheduling the November 1, 2016 Council Meeting
   F. Proposed Resolution to Authorize the Mayor to Sign an AT&T Repair Billing Litigation Claim Form Attachment #6F
7. Zoning:

8. Committee Reports:

- Finance and Personnel – Council Member Harvey C. Walker, Jr.
- Public Utilities – Council Member Alvin Butts
- Streets, Buildings and Grounds – Council Member William C. Mangum
- Zoning and Ordinances - Council Member Teresa Doster
- Environmental – Council Member Charles R. Haley
- Community Development – Council Member Alma Stokes
- Public Safety – Council Member James A. Gorley
- City Administrator – Gary Sanders
- City Attorney – Christopher D. Huskins
- City Clerk – Sarah Abrams

8. Executive Session:

9. Motion to Adjourn:
City of Eatonton Council Meeting
Tuesday, October 4, 2016 at 7:00 PM
Putnam County Commissioners' Meeting Room #203
117 Putnam Drive
Eatonton, Georgia 31024

Elected Officials Present:
  Mayor Walter C. Rocker, Jr.
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman James A. Gorley
  Councilman Charles R. Haley
  Councilman William Mangum, Jr.
  Councilwoman Alma Stokes

Elected Officials Absent:

Staff Members Present:
  City Administrator, Gary Sanders
  City Attorney, Christopher Huskins
  City Clerk, Sarah Abrams

Mayor Rocker called the October 4th, Council meeting to order at 7:00 PM.

Invocation was given by Pastor James Kilgore, Jr. of New Life Out Reach Christian Center.

Motion was made by Doster and seconded by Haley to approve the minutes of the last meeting with any necessary corrections. Motion carried by a vote of 6-0. Council Alvin Butts abstained due to not attending the last meeting.

Public Comments: Lyn Romine – Water hydrants
  Pastor James Kilgore, Jr. – Clean up day

Motion was made by Doster and seconded by Haley to hear from all wishing to speak. Motion carried by a unanimous vote of 7-0.

Reading of the rules for Public Comments: Omitted
Mrs. Lyn Romine talked about non-working hydrants. She advised there are three hydrants on North Jefferson Avenue on her side of the street that are not working and she expressed words of thanks to Mayor Rocker for speaking up at the Water Authority meeting for her and her neighbors about getting something done to correct the problem. Mayor Rocker advised a crew will start Monday morning repairing the hydrants. Gorley asked if they would repair one section of the city or repair all the non working hydrants. Mayor Rocker advised there are 52 hydrants on the list that are not working. Councilwoman Stokes asked what are we to do if we have a fire or how will firefighters fight fires?

Pastor James Kilgore, Jr. invited Council and the community to share in a clean up day on October 22, 2016, starting at 10:00 AM. Pastors Kilgore advised he and his members are trying to send a positive message to the neighborhood that the church is there for the community. Mayor Rocker advised this is very encouraging and he would be attending the clean up day and would bring his personal equipment to help clean up the lot next to the church.

**Old Business: None**

**New Business:**

**Proposed Resolution to Designate a Meeting Place for the November 1, 2016 City Council Meeting Attachment #6A**

Motion was made by Haley and seconded by Gorley to designate the Hut Building as the venue for the November 1, 2016 meeting of the City Council pursuant to Section 31 of Chapter 2 of the Code of Ordinances. Following such date, regular meetings of the City Council shall resume at the Commissioners’ Meeting Room at 117 Putnam Drive Eatonton. Also, authorize Mayor Rocker to sign the Resolution authorizing the change. Motion carried by a unanimous vote of 7-0.

**Proposed Resolution to Authorize the Mayor to Execute a Contract for Technical and Administrative Services with Associates in Local Government Assistance, Inc. Attachment #6B**

Motion was made by Gorley and seconded by Haley to adopt the proposed Resolution authorizing the Mayor to execute a contract for Technical and Administrative Services with Associates in Local Government Assistance, Inc. to perform certain technical and administrative tasks and provide certain services incident to the administration, supervision, and implementation of the FY 2016 Community Development Block Grant awarded to the City of Eatonton. The Mayor shall sign documents and such supporting and collateral material as shall be necessary for the property execution of the contract. Motion carried by a unanimous vote of 7-0.
CDBG Award is for drainage improvement on Church Street starting at Oak Way up to Highway 441 Bypass. Grant amount is $500,000.

Proposed Resolution to Request Technical Assistance from the Middle Georgia Regional Commission in Preparing a Department of Natural Resources Recreational Trails Grant Application Attachment #6D
Motion was made by Haley and seconded by Walker to approve the proposed Resolution for the Mayor to request technical Assistance from the Middle Georgia Regional Commission in preparing a Department of Natural Resources Recreational Trail Grant Application and authorize Mayor Rocker to sign contracts, letters and such supporting and collateral material as shall be necessary and required for the property application receipt and implementation of such grant as may be received. Motion carried by a unanimous vote of 7-0.

Proposed Resolution to Ratify the Action of the Mayor in signing a Certificate of Appropriateness for the Eatonton-Putnam County Historical Society Attachment #6D
Motion was made by Walker and seconded by Doster to approve the proposed Resolution by the Council of the City of Eatonton to ratify the action of the Mayor in signing the Certificate of Appropriateness applied for by James P. Marshall, Jr., agent for the Eatonton-Putnam County Historical Society, for the specified project at the Eatonton Presbyterian Church. Motion carried by a unanimous vote of 7-0.

Proposed Resolution to Amend the Natural Gas Consulting Engineering Services Budget with AMEC Foster Wheeler Attachment # 6E
Council discussed the Amec Foster Wheeler Environment and Infrastructures, Inc request to increase the budget to cover the various engineered gas projects in progress and the reason for the increase. Administrator Sanders advised this is a budgeted item in the FY17 Gas Department Budget.

Motion was made by Butts and seconded Doster to approve the proposed Resolution to Amend the Natural Gas Consulting Engineering Services Budget with AMEC Foster Wheeler with an increase of $10,000 to the existing budget and authorize Mayor Rocker to sign supporting and related documents as necessary to accomplish the goal of this resolution. Motion carried by a unanimous vote of 7-0.

Proposed Resolution to Amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances Attachment #6F
Council discussed amendments to Chapter 6: Alcoholic Beverages Code of Ordinances. Attorney Huskins advised these changes are to bring the City of Eatonton Code in line with Putnam County Code of Ordinances and to delete items that are obsolete and do not apply to the City Code.
Gorley asked about section 6-18 Hearings (c). Council advised no change was made to this section from the previous Code.

Motion was made by Doster and seconded by Haley to approve the amendment to Chapter 6 Alcoholic Beverages of the City of Eatonton Code of Ordinances. Motion carried by a unanimous vote of 7-0.

Zoning:

Committee Reports

Motion was made by Walker and seconded by Doster to pay the bills if and when funds become available. Motion carried by a unanimous vote of 7-0.

Councilman Butts thanked Council for voting for the gas budget contract increase and he asked Council members to participate in the clean up day in Ward 2 on October 22nd.

Councilman Haley discussed Code Enforcement Report submitted by City Marshal Dianne Veal. Haley read out names of person contacted by the Marshal advising them to maintain their property. Some have complied but others continue to ignore the issue. Haley advised the Marshal needs to speed things up. These depilated properties are bringing down the value of their neighbors’ property. City Administrator Sanders advised the City is in the process of cataloging properties in disrepair. Haley asked if Jim Marshall property on Sumter Street was deeded to the City. Attorney Huskins advised working on deeding the property to the City.

City Administrator Sanders advised the City will receive sealed bids for the TE Project Construction of SR 24 to SR 16 to North East Harris Street/Willie Bailey Street. Bid opening date is scheduled for October 27, 2016 at 2:00 PM in City Hall, 201 North Jefferson Avenue, Eatonton, Georgia.

City Administrator Sanders advised the Pre-Disaster Mitigation meeting will be held at Putnam County Commissioners’ Administrative Building, at 2:00 PM, Wednesday, October 5, 2016.

City Administrator Sanders reported Georgia Department of Community Affairs FY 16 CDBG Recipients Workshop will be held in Savannah, Georgia, October 6, and 7, 2016. Administrator Sanders and City Clerk Abrams will attend.

City Administrator Sanders reported Clerk Abrams and Sanders would attend the Department of Audit Seminar in Cumming Georgia, October 11 and 12, 2016.
City Administrator Sanders advised Main Street Director Andrew Simpson requested to move his report to the first meeting of the City Council from presenting it at the second meeting. The proposed change will take place at the 1st meeting of the Council starting December 6, 2016.

City Attorney Huskins thanked the Eatonton Police Department Officers and Staff for apprehending the person responsible for breaking into his car and also for returning to him the stolen items within a week.

Mayor Rocker asked if there was any more business to be discussed. There being no other business. Motion was made by Haley and seconded by Walker to adjourn. Motion carried by a unanimous vote of 7-0.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
**Eatonton Main Street**

*Revitalizing Our Downtown*

P.O. Box 4384 Eatonton, GA 31024  706.749.9150
A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

**Main Street Report for City Council October 2016**

**Organization**
With great regret I must announce the passing of Cheryl Culver. Ms. Culver was a great supporter of Main Street in general and was on our Merchants/Promotions Committee. Her advice and enthusiasm will be missed.

**Promotion**
The billboards on Highway 441 highlighting the Briar Patch Arts Festival and Downtown Eatonton are now up. I will continue to monitor foot traffic in downtown and crowd numbers for the Festival.

The Briar Patch Arts Festival now has a waiting list of vendors. Our Arts and Crafts Vendors are at 90% with the rest being informational and food. We have 1 commercial vendor this year.

Main Street has agreed to partner with the Recreation Dept. to purchase a big screen, and projector to show movies. I have discussed this on the telephone with Mr. Waskey and will be meeting with him next week to discuss possibilities. We are looking somewhere between $5,000 and $6,000 with the Recreation Department and Main Street paying half the amount.

Eatonton Main Street is working with Woodmen Life and The Masonic Lodge to see if we can have flags donated. If not Main Street will seek to secure contributions from Veterans Organizations and solicit donations from individuals, and clubs to have flags up in Eatonton by Veterans Day. (November 11)

**Design**
The Scarecrow Contest judging begins on October 11 and finishes on October 21.

The Planters will have their Fall decorations ready between Mid and the end of October.

A great number of merchants are coming on board to have their windows painted. I am in contact with both Putnam County High School and Gatewood Schools to bring this project to fruition.

**Economic Vitality**
The Pex Theater space occupied by The County Kitchen hope to be opened by mid to late October.

The Folk Art venue hopes to be opened by the end of October.

Eatonton Main Street is still fielding inquiries about vacant properties.

**Summary**
Eatonton Main Street aims to have United States flags in the downtown area by Veterans Day.

Eatonton Main Street is receiving inquiries about the Arts Festival from all over Georgia. These inquiries validate the advertising costs involved.

The Scarecrow Contest is creating a great deal of enthusiasm from those participating, the merchants and general public. Eatonton Main Street has received more entries than last year and it is a great promotion for downtown with the Briar Patch Arts Festival coming up on Saturday October 29.
October 13, 2016

Mayor Walter Rocker, Jr.
City Council Members

Dear Sirs and Madam:

Since 1986, (twenty - eight years) three non-profit organizations, Special Olympics Georgia (SOGA) - Putnam County, Putnam Jasper Support Services (PJSS), and the Knights of Columbus (KOC), have joined forces as partners to host their Annual Tootsie Roll Drive. The funds collected during this event benefits individuals with Developmental Disabilities.

This letter of request, ask for permission to conduct a charitable “Tootsie Roll Drive”, Road Block, November 4 – 5, in downtown Eatonton. The target area is at the major intersection of highways 441 and 16. The adult volunteer adheres to all measures of safety precautions. They wear bright yellow and red dickeys for clear visibility for the motorist to see. During this annual fund raising event volunteers hand out free tootsie rolls and many individuals make generous donations to support our efforts.

The three sponsoring agencies along with the recipients of the proceeds appreciate the support that the city government, including the city police department, has given us for three decades. It is our desire that you give this matter your up-most consideration.

For additional questions or concerns, please contact: Annie L. Bishop @ 706-484-2854 or send an email to albputnamjasper@bellsouth.net

Thank you in advance for your continuous support in these efforts.

Sincerely,

Annie L. Bishop,
Local Coordinator
SOGA - Putnam County
RESOLUTION

A Resolution by the Board of Council of the City of Eatonton, Georgia to authorize the Mayor to sign an AT&T repair billing litigation claim form and for other purposes.

WHEREAS, the City of Eatonton received notice that it is eligible to receive a cash payment under the settlement of a class action lawsuit against AT&T Services, Inc. related to damages of underground cables or other facilities; and

WHEREAS, as a requirement for obtaining a settlement payment, the City of Eatonton must sign and file a claim form on or before December 1, 2016; and

WHEREAS, the City of Eatonton desires to claim all benefits due to members of the affected class.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

The Mayor of the City of Eatonton is authorized to sign and cause to be submitted an AT&T repair billing litigation claim form for such cash payment as may be due to the City of Eatonton.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 17th day of October, 2016.

______________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
HTT0002D0C3CC - Claim Number 1019326

Eatonton City Of
PO Box 3820
Eatonton, GA 31024-3820

If you have a new address to which your payment should be mailed, please provide the new address here:

Name:  

Address:  

City, State, and Zip Code:

CLAIM FORM
AT&T Repair Billing Litigation

As described in the accompanying notice, you are eligible for a cash payment under the settlement of this case. The approximate amount of your payment is $154.27. The final amount could change depending upon the terms of the Court's Final Judgment and Order and the costs associated with notice and administering the settlement.

To claim your payment, please sign in the space below attesting that you are the class member identified on this form. Then mail the signed claim form to:

AT&T Repair Billing Litigation
c/o Analytics
P.O. Box 2002
Chanhassen, MN 55317-2002

Your claim must be post-marked no later than December 1, 2016. Late claims will be rejected.

Class Member's Signature  Date Signed

You may receive more than one Notice and Claim Form relating to this Settlement. To ensure that you receive all the payments to which you are entitled, please sign and return each Claim Form that you receive.

If you wish to have the option of receiving future communications by email in addition to or in lieu of by U.S. mail, please provide your email address here:

Email Address
IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

JAMES D. HINSON ELECTRICAL
CONTRACTING CO., INC.; BLYTHE
DEVELOPMENT COMPANY;
CALLAWAY GRADING, INC. and
NATIONAL UTILITY CONTRACTORS
ASSOCIATION,

Plaintiffs,

v.

AT&T SERVICES, INC., and,
BELLSOUTH TELECOMMUNICATIONS,
INC.,

Defendants.

Civil Action File No.
3:13-CV-29-J-32JRK

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A Federal Court Has authorized this Notice. You are a Class Member in a Lawsuit.

You are entitled to money under A Settlement that has been preliminarily approved by a court.

The tentative amount of your cash benefit is shown on the claim form enclosed with this notice.

The actual amount you will receive may be subject to change as described below.

To receive money, you must file a claim by December 1, 2016.

If you have paid a claim or bill from AT&T for the cost of repairing damage to a cable or other facility, your rights may be affected by this class action. James D. Hinson Electrical Contracting Co., Blythe Development Company, Callaway Grading, Inc., and the National Utility Contractors Association have filed a lawsuit alleging AT&T included unlawful charges in its damage claims or repair bills. The lawsuit seeks to recover damages and to prohibit the challenged charges on a going-forward basis. AT&T denies it acted improperly or is liable for any damages.

The parties have agreed to a settlement under which AT&T will pay up to $15 million and change certain practices to resolve all claims. The estimated value of the total benefits of the settlement exceeds $38 million. Based upon AT&T's records, you are a member of the class and entitled to participate in the settlement. The estimated cash benefit you are eligible to receive, which depends on the total amount you paid to AT&T during the class period, is shown on the enclosed Claim Form. However, the amount you actually receive could be increased or decreased depending on the Court's Final Order and Judgment and the actual costs of notice and administering the settlement. To claim your benefit, you must sign and return the Claim Form.

The Court has scheduled a hearing to decide whether to approve the settlement. If the settlement is approved, as a member of the class you will be bound by its terms and give up the right to bring your own lawsuit against AT&T unless you elect to opt out, as explained below. Alternatively, you have the right to object to the settlement, but only if you comply with the procedures described in this notice and the Court's orders. More information is available at www.attrepairsclaimlitigation.com.
SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

<table>
<thead>
<tr>
<th>SUBMIT A CLAIM FORM</th>
<th>You will receive a cash payment and other benefits. The deadline to submit a Claim Form is December 1, 2016.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DO NOTHING</td>
<td>By doing nothing, you will not get any money from the settlement and will forfeit the right to file your own lawsuit against AT&amp;T.</td>
</tr>
<tr>
<td>ASK TO BE EXCLUDED</td>
<td>If you ask to be excluded, you will <strong>not</strong> receive any benefits from the settlement. But, you may be able to file your own lawsuit against AT&amp;T for the same claims. The deadline to request exclusion is October 17, 2016.</td>
</tr>
<tr>
<td>OBJECT</td>
<td>You can remain in the class, waive your individual rights, and file any objections with the Court. If your objections are overruled, you will be bound by the settlement. The deadline to object is October 17, 2016.</td>
</tr>
</tbody>
</table>

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did you get this notice?
2. What is the nature of this case?
3. What is a class action and who is involved?
4. Why is this case proceeding as a class action?
5. Has the Court decided who is right?

WHO IS IN THE CLASS?

6. How is the class defined?
7. Are you in the class?

THE TERMS OF THE SETTLEMENT

8. What are the benefits of the settlement for class members?
9. How much will you receive under the settlement?
10. What do you give up under the settlement?
11. What about attorneys’ fees, costs, and expenses?
12. Will the named plaintiffs receive anything for their service as class representatives?

WHAT HAPPENS NEXT?

13. When will the Court decide whether to approve the settlement?

YOUR LEGAL OPTIONS

14. What are your legal options?
15. How do you file a claim?
16. What happens if you do nothing?
17. How do you opt out and what happens if you do?
18. What if you object to the settlement?

GETTING MORE INFORMATION

19. How do you get more information?
BASIC INFORMATION

1. Why did you get this notice?

AT&T’s records show that you paid at least one Damage Claim or repair bill for the cost of repairing damage to an AT&T cable or other facility from July 1, 2008 through May 1, 2016. The Court has preliminarily allowed this case to proceed as a class action. As a potential member of the class of those on whose behalf the case is proceeding, you have certain rights. This notice is being sent to inform you of your rights and options.

2. What is the nature of this case?

James D. Hinson Electrical Contracting Co., Inc., Blythe Development Company, Callaway Grading, Inc. and the National Utility Contractors Association, who brought this case, claim that AT&T overcharges those who damage its facilities and receive claims for the cost of repairing the damage. In particular, they allege AT&T improperly includes on its damage claims an undisclosed charge to cover the costs of its risk management department and a charge for “loss of use” (also described as “loss of service”). The lawsuit seeks to recover the amount of the two charges paid by class members and to stop AT&T from continuing to assess these two charges. AT&T denies any wrongdoing and contends the charges are appropriate.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” sue on behalf of themselves and others who have allegedly been wronged in a similar manner. Typically, class actions are brought when the amount at stake for any one person is too small to justify an individual lawsuit. The group of people affected by the lawsuit is called the “class” or referred to as the “plaintiffs.” The lawsuit is filed against the “defendant.” The Court decides the issues for everyone in the class at the same time except for those people who chose to exclude themselves from the case. In this case, the class representatives are James D. Hinson Electrical Contracting Co., Blythe Development Company and Callaway Grading, Inc. The defendants are AT&T Services, Inc., which handles the claims process for all of the entities under the AT&T umbrella, and BellSouth Telecommunications, Inc., one of AT&T’s operating entities. The National Utility Contractors Association is not a class representative or seeking damages, but instead, acting on behalf of its members, has asked the Court to declare that the two charges at issue are unlawful and to issue an injunction to stop AT&T from collecting the two charges.

4. Why is this case proceeding as a class action?

The Court has preliminarily decided the proposed class meets all requirements for the case to proceed as a class action for purposes of this settlement. Specifically, the Court has preliminarily found that:

• There are too many class members for all of them to be individually named as plaintiffs in one case, as it is alleged that roughly 40,000 people or companies paid at least one of AT&T’s claims from July 1, 2008 through May 1, 2016.
• There are legal and factual questions common to all class members.
• The class representatives have claims that are typical of other class members and will adequately represent the class.
• The lawyers who represent the class are competent and will fulfill their responsibilities.
• The facts and issues common to all class members predominate over individual issues.
• A class action is the superior method of resolving the claims in this case.

5. Has the Court decided who is right?

The Court has not yet decided whether plaintiffs or AT&T is correct. By issuing this notice, the Court has not expressed an opinion about which side should win or lose. If the proposed settlement is approved, the Court will
not have to decide any further issues and no trial will be conducted. If the proposed settlement is not approved, the Court will have to make additional legal rulings and conduct a trial.

WHO IS IN THE CLASS

6. How is the class defined?

The class includes all those who paid a damage claim or repair bill from AT&T for the costs of repairing facility damage containing a labor charge or a charge for loss of use during the period from July 1, 2008 through May 1, 2016. Excluded from the class are AT&T’s officers, directors, and employees; any damage who furnished AT&T with a written release of their claims; locate companies and other damages that have contracts with AT&T governing the treatment of recovery for damages to AT&T facilities; all persons who opt-out; and all judicial officers of the United States and their families.

7. Are you in the class?

You are in the class if you fall within the definition set forth above.

THE TERMS OF THE SETTLEMENT

8. What are the benefits of the settlement for class members?

Each class member who does not opt out is eligible to receive a cash payment and AT&T has agreed to certain future practices from which you will benefit if you damage an AT&T facility. In particular, beginning on July 1, 2016 and continuing for a period of at least five years thereafter, AT&T will not add future charges for claims processing by its risk management department; will stop charging for loss of use in Arkansas, Florida, Georgia, Ohio and Texas; and will change its methodology for calculating loss of use in other states, which will reduce the amount of loss of use that is charged. Finally, class members will benefit because the fees and expenses of class counsel will be paid by AT&T. The total benefit, including cash benefits to the class and the value of the future changes to AT&T’s billing practices, is estimated to exceed $38 million.

9. How much will you receive under the settlement?

If you ask to be excluded or do not file a claim, you will not be entitled to any benefits.

If you file a claim, the estimated cash benefit you are eligible to receive is shown on the claim form enclosed with this notice. If you have paid AT&T for facility damage more than once during the class period, you may have multiple claims and the amount of cash benefit you are eligible to receive will be the total of the amounts shown on all claim forms you receive.

Your cash benefit, which was determined using AT&T’s records, is calculated as a percentage of your payments for claims processing and loss of use, reduced to reflect the fact that AT&T’s cash obligation under the settlement is limited to $15 million. More specifically, your benefit was calculated by first totaling 90 percent of the claims processing charges that you paid; 75 percent of the loss of use charges that you paid for damage that occurred in Arkansas, Florida, Georgia, Ohio, and Texas; and 40 percent of the loss of use charges that you paid for damage that occurred in other states. Then, that total is adjusted on a pro-rata basis so that AT&T is not obligated to pay more than $15 million in cash to cover payments to the class, attorneys’ fees and expenses, service awards to the class representatives, and the costs of notice and administration. Very roughly, this adjustment will reduce your cash payment to approximately 25 percent of the total of the claims processing and loss of use that you paid. The specific percentage depends on how much loss of use you paid and where the damage occurred. Finally, no cash benefit shall be less than $10.00. All benefits that are under $10.00 will be increased to the minimum payment of $10.00 and remaining cash benefits adjusted proportionally so that AT&T is not obligated to pay more than $15 million in cash to cover payments to the class, attorneys’ fees and expenses, service awards to the class representatives, and the costs of notice and administration.
The **actual amount** you receive may differ from the estimated cash benefit described in this notice and as shown on the enclosed claim form. The actual amount will depend upon how much is available to pay benefits to class members after all of the actual costs of notice and administration are known and the Court has awarded attorneys’ fees and expenses to class counsel and service awards to the class representatives. The difference between the estimated and actual amount of your payment is not expected to be significant.

**10. What do you give up under the settlement?**

As part of the settlement, all claims asserted in the lawsuit will be dismissed and all class members will release AT&T, as well as its employees, subsidiaries, and affiliates, from all legal liability related to the claims processing and loss of use charges included in damage claims or repair bills that were paid during the class period. Accordingly, if you do not opt out, you will be giving up any claims you may have against AT&T related to these claims.

**11. What about attorneys’ fees, costs, and expenses?**

Since the beginning of the case, the lawyers for the class have not received any payment for their services nor have been reimbursed for the out-of-pocket expenses they have incurred. If the Court approves the settlement, counsel for the class will apply for an award of fees in the amount of $4.5 million and ask to be reimbursed for their expenses up to $140,000. The Court will determine if these amounts are reasonable at the hearing scheduled to consider whether to approve the settlement. AT&T has agreed to pay the amounts if approved by the Court.

**12. Will the named plaintiffs receive anything for their service as class representatives?**

Yes. Subject to the approval of the Court, AT&T has agreed to pay each of the three class representatives $15,000 to compensate them for the time and effort they have put into this case. AT&T also has agreed to dismiss with prejudice counterclaims it has asserted against the three class representatives. The counterclaims seek to recover additional amounts from damage incidents for which the class representatives received claims from AT&T and for damage they allegedly caused for which AT&T never sent a repair bill. These benefits would be in addition to what the class representatives will be entitled to receive under the settlement as members of the class.

**WHAT HAPPENS NEXT**

**13. When will the Court decide whether to approve the settlement?**

The Court has scheduled a fairness hearing to determine whether to approve the proposed settlement, the proposed award of attorneys’ fees and expenses, the proposed payment to the class representatives, and related matters. The fairness hearing will take place before the Court on December 16, 2016, at 10:00 a.m. in the United States Courthouse, Courtroom 10-D, 300 North Hogan Street, Jacksonville, Florida 32202. The hearing may be adjourned, continued, or postponed by the Court without further notice.

**YOUR LEGAL OPTIONS**

**14. What are your legal options?**

You have four options at this point: (1) file a claim; (2) do nothing; (3) exclude yourself from the class and the settlement by opting out; or (4) remain in the class and object to the settlement. These options are explained below.

**15. How do you file a claim?**

To obtain a settlement payment, you must sign the Claim Form sent to you with this notice and mail the Claim Form, on or before December 1, 2016 to the following address:
AT&T Repair Billing Litigation  
c/o Analytics  
P.O. Box 2002  
Chanhassen, MN 55317-2002

CLAIM FORMS NOT POSTMARKED BY THE CLAIMS DEADLINE WILL BE REJECTED. You may obtain a replacement Claim Form from the Claims Administrator by calling (844) 449-3584. Alternatively, instead of using the Claim Form enclosed with this notice, you may mail a letter with your name and address that is signed by you attesting that you are the class member entitled to make a claim.

If you have paid multiple damage claims or repair bills to AT&T during the class period, the parties have attempted to aggregate all settlement payments on a single Claim Form. But, it is possible that you will receive more than one Claim Form, for instance, if your company name or address has changed or you have paid bills through multiple locations or divisions. To ensure that you receive ALL settlement payments to which you are entitled, please return ALL Claim Forms that you receive.

16. What happens if you do nothing?

If you do nothing, you will not receive any cash, but you will receive the benefits of the future changes in the manner in which AT&T calculates the costs for damage to its facilities as required under the settlement. You also will give up your right to bring your own lawsuit against AT&T for the claims being made in this action.

17. How do you opt out and what happens if you do?

If you want to exclude yourself from the class and settlement ("opt out"), you must submit a request in writing. This request must include your name, address, telephone number, and a statement that you want to be excluded. The request must also be signed by you, POSTMARKED NO LATER THAN OCTOBER 17, 2016 and mailed to:

AT&T Repair Billing Litigation  
c/o Analytics  
P.O. Box 2002  
Chanhassen, MN 55317-2002

If you ask to be excluded, you will not receive any further notices and will not receive any cash payments or other benefits from the settlement. However, you will be free to pursue your own lawsuit against AT&T for the claims that are being asserted in this case.

If you exclude yourself so that you can file your own lawsuit or continue a lawsuit that is already pending, you will have to hire and pay your own lawyer. You will also have to allege and prove your own claims in a court. If you want to exclude yourself to pursue your own lawsuit, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations that has already expired or may soon expire. This means that it may already be, or soon may be, too late to file your own lawsuit to assert the claims that are the subject of this case.

18. What if you object to the settlement?

If you object to any aspect of the proposed settlement, an award of attorneys' fees and expenses, or the payments to the class representatives, you have the right to appear at the fairness hearing and present your objections. In order to object, you must comply with the following requirements on or before October 17, 2016:

- File with the Court a notice of your intention to appear, together with a statement setting forth your objections to the proposed settlement and the basis for those objections. You also must file copies of any documents that you intend to rely upon at the fairness hearing to support your objections, and
- Serve copies of all such materials either by hand-delivery or by overnight delivery upon the following counsel: Kenneth S. Canfield, Doffermyre Shields Canfield & Knowles, LLC, 1355 Peachtree Street, N.E., Suite 1900, Atlanta, Georgia 30309, and James F. Bogan III, Kilpatrick Townsend & Stockton, LLP, 1100 Peachtree Street, Suite 2800, Atlanta, GA 30309-4528.
• Satisfy all other requirements set forth in the Court's order of June 28, 2016 preliminarily approving the settlement, which, among other things, provides that objectors give dates when they will be available to be deposed before the fairness hearing, and that lawyers representing any objectors disclose certain information regarding their experience and the amount of any fees to be requested for their work on this matter.

You cannot object if you have opted out. If you choose to remain in the class and object, you will be bound by the settlement agreement if your objections are not accepted by the Court.

GETTING MORE INFORMATION

19. How do you get more information?

If you have questions regarding this notice, the proposed settlement, or the lawsuit generally, you can obtain more information at www.attrepairclaimlitigation.com where the settlement agreement and other key documents are available. In addition, you may contact the Claims Administrator by telephone at (844) 449-3584 or by mail at the following address: AT&T Repair Billing Litigation, c/o Analytics, P.O. Box 2002, Chanhassen, MN 55317-2002.

PLEASE DO NOT CONTACT THE COURT.

Date: August 31, 2016

Clerk
United States District Court for the Middle District of Florida