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Effingham County, Georgia

IN THE STATE COURT OF EFFINGHAM COUNTY
STATE OF GEORGIA

DR. MICHELLE FINCH-MINCEY, LEHMAN MINCEY, Jr. & RAYMOND CARVER,

Plaintiffs

v.

DAMON RAHN, FORREST FLOYD, ROGER BURDETTE, JAMIE DELOACH, ELIZABETH HELMLY, PHIL KIEFFER, TIM CALLANAN, and BRANDT HERNDON, individually and in their official capacities; and OPENAI OPCO, LLC; OCTANS GA, LLC; EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; and SAVANNAH INDUSTRIAL DEVELOPMENT, LLC,

Defendants

Civil Action No:

COMPLAINT FOR DAMAGES

COME NOW Plaintiffs Dr. Michelle Finch-Mincey, Lehman Mincey, Jr., and Raymond Carver, by and through undersigned counsel, and file this Complaint for Damages against Defendants Damon Rahn, Forrest Floyd, Roger Burdette, Jamie Deloach, Elizabeth Helmly, and Phil Kieffer (collectively referred to as "Commissioner Defendants"), each individually and in his or her official capacity; Brandt Herndon, individually; Tim Callanan, individually and in his official capacity; Savannah Industrial Development, LLC ("SID"); the Effingham County Industrial Development Authority (the "Authority); OpenAI OpCo, LLC ("OpenAI") and Octans GA, LLC ("Octans") (collectively referred to as "Corporate Defendants"), and show the Court as follows:

NATURE OF THE ACTION

1. This action concerns how Project Camellia, a proposed data center campus of more than four million square feet and about 3.2 gigawatts that OpenAI, through Octans, intends to build on approximately 1,440 acres of formerly public land Effingham County, at a reported cost of $20 billion, came to be approved. Plaintiffs allege that the approval was obtained through a concerted effort to keep the project, the land transaction, and its terms secret from the people of Effingham County until the land was committed and their objections could no longer matter.

2. The secrecy began with contracts. No later than October 27, 2025, the Chief Executive Officer of the Authority signed a nondisclosure agreement with OpenAI, and OpenAI later circulated nondisclosure agreements to other local officials, including the County Manager, forbidding them to discuss the project with the public. Georgia Power, the utility that will supply the project's power, presented to the Board of Commissioners in October 2025 and brokered OpenAI's first meeting with the Authority three days after the first nondisclosure agreement was signed. In April 2026, while the Authority's Chief Executive Officer was talking with OpenAI several times a week, he told the public that Effingham was not actively recruiting data centers.

3. The Authority took the land by condemnation in 2005 and 2006. Since 2016, a recorded power of attorney has made SID, an affiliate of the Authority's private master developer, the Authority's "sole and exclusive" agent to sell it on terms SID deems proper. The Authority thereby handed a private company the decision whether, to whom, and for how much to sell public land. SID signed purchase agreements with Octans on May 14 and July 7, 2026, before the Authority's board met on July 21.

4. On July 21, 2026, a date chosen by OpenAI and not on the Authority's published schedule, the Authority met under an agenda that said only "Project Gateway." Three OpenAI delegates attended, but no members of the public were there. The Authority met in closed session for more than an hour and voted unanimously to approve a Memorandum of Understanding with Octans. County officials had demanded that the press hold the story until the next day. Three days later SID, and not any officer of the Authority, signed the deed conveying approximately 1,440 acres to Octans for recited consideration of $10. An Authority director has since said: "If we'd have put it out in front of the public, they'd have said 'no data center' based on misinformation," and "We're not a democracy."

5. The County took the public out of the zoning process. After limiting the Planning Board's role in October 2024, the Board of Commissioners revised the County's permitted-use rules for industrial land and, on August 4, 2026, adopted Ordinance 2026-352 as a "technical correction," without the two public hearings required by the Zoning Ordinance and state law.

6. The County routed the zoning rewrite through a committee that met outside of public view. On December 3, 2024, the Board created a Steering Committee of county development personnel, representatives of the Authority, private developers, and other stakeholders to work on revisions to the industrial zoning rules. Defendant Herndon, the Authority's CEO, was named to the Steering Committee and took part in its meetings. Defendant Callanan, the County Manager, addressed the Steering Committee on the purpose of the zoning rewrite. Defendants Rahm and Helmly attended its meetings. The Steering Committee worked on the industrial classifications and permitted-use rules that

Ordinance 2026-352 later amended. The meetings were not noticed or opened to the public as the Open Meetings Act requires.

7. Residents of Effingham County did not want the project. It would place a campus of about 4.4 million square feet and 3,210 megawatts across the road from an established subdivision, on a site with wetlands, floodplain and protected species, with noise, water, traffic and power demands. Plaintiffs allege that the nondisclosure agreements, the closed meetings, the private sale agent and the ordinance adopted without hearings were the means of making sure the people who would bear those burdens were not heard until the land was committed.

8. This was not one mistake or one meeting. It was a pattern, corrupt in its design and repeated at each step, with the purpose of putting a $20 billion industrial campus in the middle of Effingham County without asking the people who live there. The residents who did not want it and were never allowed to say so now bear its costs, with devastating impacts to their homes, their property values, their water, their roads and their peace.

PARTIES, JURISDICTION AND VENUE

9. Plaintiff Dr. Michelle Finch-Mincey is a resident of Effingham County, Georgia, with residential and property interests adversely affected by the approval and advancement of Project Camellia.

10. Plaintiff Lehman Mincey, Jr. is a resident of Effingham County, Georgia, with residential and property interests adversely affected by the approval and advancement of Project Camellia.

11. Plaintiff Raymond Carver is a resident of Effingham County, Georgia, and resides in a neighborhood next to the proposed Project Camellia development. His proximity to the

project subjects his property interests to the effects of the development and the loss of public safeguards described in this Complaint.

12. Each Plaintiff is a resident, property owner, and taxpayer of Effingham County, paying ad valorem property taxes to Effingham County and its school district.

13. Defendant Damon Rahn served as Chairman of the Effingham County Board of Commissioners during the relevant events and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as Chairman of the Board of Commissioners. Defendant can be served with process at 112 Treutlen Ct, Rincon, GA 31326.

14. Defendant Forrest Floyd served as a member of the Effingham County Board of Commissioners during the relevant events and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as a member of the Board. Defendant can be served with process at 204 Royal Oak Dr, Guyton, GA 31312.

15. Defendant Roger Burdette served as a member of the Effingham County Board of Commissioners during the relevant events and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as a member of the Board. Defendant can be served with process at 204 Kensington Xing, Guyton, GA 31312.

16. Defendant Jamie Deloach served as a member of the Effingham County Board of Commissioners during the relevant events and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as a member of the Board. Defendant can be served with process at 583 Sisters Ferry Rd, Clyo, GA 31303.

17. Defendant Elizabeth Helmly served as a member of the Effingham County Board of Commissioners during the relevant events and is being sued individually for her own participation in the acts alleged herein, and in her official capacity as a member of the Board Defendant can be served with process at 307 Whilly Rd, Rincon, GA 31326.

18. Defendant Phil Kieffer served as a member of the Effingham County Board of Commissioners during the relevant events and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as a member of the Board Defendant can be served with process at 1000 Mill Pond Rd, Rincon, GA 31326.

19. Defendant Tim Callanan is the County Manager of Effingham County and is being sued individually for his own participation in the acts alleged herein, and in his official capacity as County Manager. Defendant can be served with process at 13 E Summerton Ct, Bluffton, SC 29910.

20. Defendant Brandt Herndon is the Chief Executive Officer of the Authority and is being sued individually for his own participation in the acts alleged herein. Defendant can be served with process at 3 Morning Mist Ln, Savannah, GA 31411.

21. Defendant Effingham County Industrial Development Authority is a public body corporate created under O.C.G.A. § 36-62-1 et seq., with its principal office in Effingham County, Georgia. It is governed by a board of directors and acts through its Chief Executive Officer, Defendant Herndon. The Authority is sued for damages arising from its own acts and from the acts of its officers and agents within the scope of their authority. The Authority may be served with process through its Chief Executive Officer Brandt Herndon, at its principal office at 100 Enterprise Drive Suite 200, Rincon, GA 31326.

22. Defendant Savannah Industrial Development, LLC is a limited liability company organized under the laws of Colorado on February 3, 2016, with its principal office at 252 Clayton Street, Denver, Colorado, and is registered to transact business in Georgia. Since March 21, 2016, SID has held a recorded power of attorney from the Authority naming it the Authority's "sole and exclusive agent and attorney-in-fact" with respect to approximately 2,584 acres in the Savannah Gateway Industrial Hub, and SID signed, on the Authority's behalf, the July 24, 2026 deed conveying approximately 1,440.66 acres to Octans. SID may be served with process through its registered agent CT Corporation System at 410 Peachtree Parkway Suite 4245, Cumming, GA 30041.

23. Defendant OpenAI OpCo, LLC is a limited liability company that transacted business in Effingham County, Georgia, including negotiating and executing agreements with the Effingham County Industrial Development Authority concerning the development of Project Camellia. OpenAI may be served with process through its registered agent CT Corporation System at 289 S. Culver Street, Lawrenceville, GA 30046.

24. Defendant Octans GA, LLC is a limited liability company and affiliate of OpenAI that entered into a Memorandum of Understanding with the Effingham County Industrial Development Authority on July 21, 2026, concerning the development of Project Camellia in Effingham County, Georgia. Octans was organized in Delaware and is registered to transact business in Georgia. Octans is the grantee under a limited warranty deed dated July 24, 2026 conveying approximately 1,440.66 acres from the Authority. Octans may be served with process through its registered agent CT Corporation System at 289 S. Culver Street, Lawrenceville, GA 30046.

25. This Court has subject matter jurisdiction over this action pursuant to O.C.G.A. § 15-7-4 and, as to Count IX, the Georgia RICO Act, O.C.G.A. § 16-14-1 et seq. This Court has personal jurisdiction over the individual Commissioner Defendants because they are Georgia residents and engaged in the acts and omissions giving rise to this action in Effingham County, Georgia. This Court has personal jurisdiction over Defendants Callanan and Herndon because they reside in Georgia or perform their official duties in Effingham County and engaged in the acts and omissions giving rise to this action in Effingham County, Georgia. This Court has personal jurisdiction over the Authority, a Georgia public body with its principal office in Effingham County. SID is registered to transact business in Georgia, holds a power of attorney over Georgia real property, and signed a deed conveying that property; this Court has personal jurisdiction over SID, including under O.C.G.A. § 9-10-91. This Court has personal jurisdiction over Defendants OpenAI OpCo, LLC and Octans GA, LLC pursuant to O.C.G.A. § 9-10-91 because they purposefully transacted business in Georgia, participated in the negotiations, agreements, and conduct giving rise to Plaintiffs' claims in Effingham County, and committed tortious acts or omissions in Georgia as alleged herein. The claims asserted against all Defendants arise from their respective conduct concerning Project Camellia and the amendment of Effingham County's zoning ordinances, and the acquisition, control, and conveyance of the land on which Project Camellia is planned.

26. Venue is proper in Effingham County because the transactions and governmental activities giving rise to this action concern property in Effingham County, the injuries occurred in Effingham County, and Defendants are subject to venue here under applicable Georgia law.

FACTUAL BACKGROUND

27. Project Camellia is the name given to a proposed data center campus of four buildings totaling approximately 4.4 million square feet, with a peak electrical load of approximately 3,210 megawatts, which OpenAI, through Octans, proposes to build on approximately 1,440 acres of the Savannah Gateway Industrial Hub in Effingham County, Georgia, at a reported cost of approximately $20 billion.

County Zoning Proceedings and Land-Use Revisions

28. Effingham County's Zoning Ordinance governs the designation of zoning districts, definitions of permitted uses, the Table of Permitted Uses, and the procedures that must precede amendments to those provisions.

29. Part II, Appendix C, Article IX, § 9.2.2 of the County's Zoning Ordinance requires two public hearings before official action on a proposed zoning amendment. The first hearing must be conducted by the Planning Board; the second must be conducted by the County Commission. The procedures require an opportunity for public participation before the amendment is approved.

30. O.C.G.A. § 36-66-4(a) independently requires a hearing on a proposed zoning decision and published notice specifying the time, place, and purpose of that hearing at least 15 days and not more than 45 days before it occurs. Adoption of a zoning-text amendment that changes permitted uses requires the hearing contemplated by the statute.

31. On October 15, 2024, the Board approved changes limiting the Planning Board's role in reviewing and recommending zoning amendments. Those changes formed part of the County's broader effort to transfer land-use review functions away from the Planning Board and into other county proceedings.

32. On November 19, 2019, the Board voted to give itself blanket authority over zoning changes without review by the Planning Board. From 2019 through July 2026, the Board adopted approximately 44 amendments to the text of the Zoning Ordinance and conducted a public hearing on only one of them.

33. From October 25 through October 27, 2024, the Board held a retreat at the King and Prince resort on St. Simons Island. Its published description referred generally to discussion of county operations, projects, and planning. At the retreat, the commissioners and county staff discussed substantive revisions to the zoning ordinance, the Table of Permitted Uses, and land-use definitions. The public agenda did not disclose the scope of the anticipated zoning rewrite.

34. On October 25, 2024, the Board also convened an executive session identified by the general subjects of personnel, property, and pending litigation. The meeting and executive session notice failed to adequately disclose the business expected to be discussed, including substantial changes to zoning policy and permitted uses.

35. Defendants Rahn and Helmly were not members of the Board at the time of the October 2024 retreat or the October 25, 2024 executive session. They took office on or about December 12, 2024. Defendants Floyd, Burdette, Deloach, and Kieffer were members of the Board at that time and attended the retreat.

36. At its December 3, 2024 regular meeting, the Board considered Ordinance 2024-675, proposing changes to the Table of Permitted Uses; Ordinance 2024-676, proposing changes to Planning Board criteria; and item 2024-677, establishing a stakeholder committee to work on further zoning district revisions.

37. The December 3, 2024 minutes identify Defendants Floyd, Burdette, Deloach, and Kieffer as members participating in the meeting. The Board approved the first reading of the proposed Table of Permitted Uses amendments and approved creation of the Steering Committee.

38. The Steering Committee was designed to include county development personnel, representatives of the Effingham County Industrial Development Authority, private developers, and other stakeholders. Brandt Herndon, chief executive of the Industrial Development Authority, was named among the committee participants. The committee structure included representatives of real-estate interests and residents as well as the development interests and government personnel identified above.

39. The Steering Committee records document Herndon's participation on December 30, 2024 and January 13, 2025. Defendant Helmly attended its January 27, 2025 meeting. Defendants Rahn and Helmly attended its February 27, 2025 meeting, when County Manager Tim Callanan discussed the purpose of the zoning rewrite and the county's moratorium.

40. The Steering Committee was not established by, and had no role under, the hearing requirements of the Zoning Ordinance, and its workshops did not substitute for the hearings required by § 9.2.2 of the Zoning Ordinance and O.C.G.A. § 36-66-4(a).

41. The Steering Committee's meetings were not noticed to the public or open to the public as the Open Meetings Act requires.

42. Throughout 2025 the Steering Committee and county staff worked on industrial zoning classifications, treatment of existing I-1 industrial property, minimum buffers, the Table of Permitted Uses, and definitions governing development on industrial land. The

committee's work included consideration of uses that could proceed without individual conditional-use approval.

43. The March 27, 2025 committee minutes describe discussion of the continued treatment of existing I-1 industrial properties and how their uses would appear in the revised permitted-use table. Committee participants considered retaining existing I-1 parcels and differentiating the uses and buffers applicable to other industrial districts.

44. The only public discussion of data centers as a permitted use before Ordinance 2026-352 took place at a February 2025 commissioners' retreat held in Atlanta, outside the County.

45. On June 3, 2025, the Board amended Article II of the Zoning Ordinance, greatly expanding the list of land-use definitions from approximately 93 to more than 550, including a newly adopted definition of "Data Center" in § 2.137. The amendment was adopted without the first public hearing before the Planning Board mandated by § 9.2.2.

46. At the October 3 through 5, 2025 Board retreat, Defendants Rahn, Floyd, Burdette, Deloach, Helmly, and Kieffer were present. On October 4, Georgia Power representative Mickey Daniell presented the strategic and economic impacts of data center development in Effingham County. Defendants therefore had direct notice of the significance of data centers to the County's evolving land-use program.

Georgia Power, the Chairman's Employment, and the Absence of Conflict Safeguards

47. Georgia Power has agreed to supply approximately 3.2 gigawatts of electric capacity to Project Camellia. On or about July 15, 2026, Georgia Power and OpenAI submitted a draft electric service contract of approximately 100 pages to the Georgia Public Service Commission, much of which has not been made public.

48. Georgia Power participated in the Board's consideration of data centers before the project was announced. At the October 2025 Board retreat, a Georgia Power representative, reported to have been the only non-elected official at the meeting, presented to the Board the economic benefits of data centers for the County and hypothetical revenue projections. Georgia Power's economic development arm introduced OpenAI to the Authority in the fall of 2025, and on or about October 30, 2025, three days after the Authority and OpenAI executed the NDA, Georgia Power brokered the first meeting between OpenAI and the Authority.

49. Defendant Rahn is employed by Georgia Power. He was identified during his 2024 campaign for Chairman as an information technology infrastructure analyst for Georgia Power, and he previously served on the Authority's board of directors and on the Rincon City Council. Rahn was Chairman of the Board when the Board received the Georgia Power presentation in October 2025, when it acted on the permitted-use amendments of December 2025, and when it adopted Ordinance 2026-352. He did not disclose his employment relationship with Georgia Power, or recuse himself, on any of those occasions.

50. The 2025–26 board of the Effingham County Chamber of Commerce includes Georgia Power's Mickey Daniell, as Secretary, and Defendant Herndon, on behalf of the Authority.

Confidential Negotiations and the Permitted-Use Amendments

51. On October 27, 2025, OpenAI and the Effingham County Industrial Development Authority executed a mutual nondisclosure agreement. The agreement was signed by Dan Cook for OpenAI and Brandt Herndon for the Authority. It restricted disclosure of

specified confidential information exchanged in connection with a contemplated business transaction.

52. The NDA restricted the disclosure and use of qualifying confidential information exchanged between the contracting parties, including information concerning the contemplated transaction. The agreement gave the parties a means to negotiate material aspects of Project Camellia outside public view.

53. The agreement was executed while the County was revising and finalizing the land-use provisions affecting data centers. OpenAI obtained a confidential negotiating relationship with the public authority involved in attracting and facilitating development of the project.

54. On December 2, 2025, county staff identified an omission in the revised Table of Permitted Uses. The I-1 industrial district was not properly included or assigned the newly defined uses. Staff explained that, absent the correction, newly defined uses such as data centers would require a conditional-use permit and a corresponding public hearing on particular properties.

55. The correction therefore affected whether large data center facilities could proceed as permitted uses on existing industrial land without individualized conditional-use review. The proposed amendment received its first reading on December 16, 2025.

56. Between October 2025 and July 2026, OpenAI and the Authority continued to advance the contemplated transaction under their confidentiality arrangement. Corporate Defendants negotiated material development and financing terms before the County completed the public zoning process upon which the project depended.

Concealment from the Public

57. On or about February 2, 2026, an OpenAI physical infrastructure official circulated a mutual nondisclosure agreement and asked county officials to review and sign it before receiving confidential briefings. Defendant Herndon, the Authority's Vice President Jessica Hood, Defendant Callanan, and the Superintendent of the Effingham County School District negotiated with OpenAI under nondisclosure agreements beginning in early February 2026. Defendant Callanan entered into a nondisclosure agreement with OpenAI that forbade him from sharing information about Project Camellia with anyone, including the Effingham residents and taxpayers who pay his salary.

58. On August 4, 2026, the night the Board adopted Ordinance 2026-352, Defendant Rahn stated publicly: "None of my commissioners signed any NDA's. We have no agreements with OpenAI." He added: "When the IDA approached us about the project, and they don't disclose what that project is, and only ask for what we can provide to them, such as water and sewage services." Defendant Burdette and other elected officials were nevertheless told of the pending project well before July 21, 2026, without being asked to sign a nondisclosure agreement.

59. On July 23, 2026, Defendant Burdette stated publicly: "They told us they were looking at other places, and no one wanted to scare them away," and "Up until the last minute, there was nothing in writing about this deal, so I didn't have anything that I could say." On August 29, 2026, Defendant Burdette stated publicly: "Part of transparency is admitting when you're wrong, and I was wrong," and "I should have put this out. If I would have a chance to do this again I would have done it differently."

60. In the spring of 2026, Defendant Burdette and other county officials visited a data center operated by OpenAI in Abilene, Texas. Defendant Burdette has told constituents that OpenAI paid for his visit. Another report states that the officials paid their own airfare and the Authority paid for their hotels.

61. On May 6, 2026, representatives of OpenAI and Georgia Power, including site engineers, met privately with Governor Brian Kemp in the Governor's office. Neither the company nor the Governor's office would say what was discussed.

62. In April 2026, the Effingham Herald reported that Defendant Herndon had said Effingham was not actively recruiting data centers and that the Authority's focus remained on light industry, and reported that local leaders said there were no concrete proposals or confirmed projects from data center companies. Defendant Herndon was quoted as saying of data center companies: "They've reached out … there's been several," and "If we get any inquiries, we research them all." The Current has reported that Defendant Herndon was talking to OpenAI multiple times a week, by video, and that officials took care not to commit many details of the discussions to paper. Defendant Herndon had by then signed the October 27, 2025 NDA and been in contact with OpenAI since at least October 2025.

63. On April 17, 2026, the Authority entered into a work agreement with Direct Communications, an Alabama public relations firm, to provide "issue management" and to plan and create presentations, digital advertising, a website, and text messaging. The firm's retainer began at $18,000 per full month, plus expenses, and its invoices from mid-April through July 2026 totaled approximately $77,000. Defendant Herndon has said that the engagement was not only for OpenAI but also for other Authority projects, and that

"we're a small staff and none of our expertise is in public relations." Four days later, on April 21, 2026, Herndon was reported to have told a town hall that the Authority was not actively considering a data-center project for Effingham.

64. On July 20, 2026, the day before the Authority's July 21 meeting, county officials told the Effingham Herald that a deal was ready to be announced and demanded that the news be embargoed until the day after the Authority's meeting.

Failure to Conduct the Required Public Hearings and Open Meetings Act Violations

65. No Planning Board public hearing was held on Ordinance 2026-352 before the first reading, between the two readings, or before final passage. No County Commission public hearing was held on Ordinance 2026-352 before its final passage on August 4, 2026.

66. The December 16, 2025 first reading was not a Planning Board hearing. The August 4, 2026 second reading and vote were not a duly noticed County Commission public hearing on the proposed zoning amendment. Steering Committee workshops and general agenda comment periods likewise did not fulfill the two specifically required hearings.

67. The County did not publish and conduct a public hearing on Ordinance 2026-352 satisfying the timing and subject-matter notice requirements of O.C.G.A. § 36-66-4(a). The public consequently received neither the statutory hearing nor the separate Planning Board and County Commission hearings required by the local zoning ordinance.

68. The Board, its committees, and the Authority are subject to the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq. Meetings at which a quorum discusses, formulates, or decides official business are subject to the Act's requirements governing advance notice, agendas, public access, and lawful closure.

69. The Board's October 2024 retreat and it is October 25, 2024 executive session did not comply with the Act. The public agenda described the retreat only in general terms and omitted the substantial ordinance revisions being considered, and the executive session notice did not give legally sufficient notice of the business transacted. The minutes of the executive session do not specify each issue discussed, as O.C.G.A. § 50-14-1(e)(2) requires, and the Board did not execute the affidavit required by O.C.G.A. § 50-14-4(b).

70. All six Commissioner Defendants attended the Board's October 3 through 5, 2025 retreat, at which a Georgia Power representative presented on data center development in Effingham County. The notice and agenda for that retreat did not disclose that the Board would receive that presentation or discuss zoning, the Table of Permitted Uses, or data centers.

71. The Steering Committee met without public notice or an agenda, and its meetings were not open to the public. Minutes were posted only after the fact. To the extent a quorum of its members met to discuss official business, each such gathering was a meeting subject to the Act. Defendants Rahn and Helmly attended its meetings.

72. The August 19, 2026 gathering of representatives of the Board with OpenAI and the authority was structured to stay below a quorum. Since the primary purpose of structuring it that way was to avoid the act, it is considered a meeting under O.C.G.A. § 50-14-1(a)(3).

73. These notice and open-meeting failures are part of the concealment and coordinate conduct alleged herein. Plaintiffs do not assert a claim under the Act in this action and reserve the right to enforce it in the Superior Court of Effingham County.

Development Agreement and the Project's Economic Terms

74. On July 10, 2026, OpenAI transmitted a letter purporting to terminate the October 27, 2025 nondisclosure agreement. The electronic acknowledgments are dated July 13, 2026. The letter requested return or deletion of confidential materials and identified surviving confidentiality obligations.

75. The termination of the NDA immediately preceded formal approval of the development agreement and the public announcement of Project Camellia. The project's essential arrangements had already been developed through confidential negotiations.

76. On July 21, 2026, the Industrial Development Authority and Octans executed a Memorandum of Understanding ("MOU") for Project Camellia. The agreement contemplated development of approximately 1,440.95 acres, approximately $20 billion in cumulative capital investment, phased construction, property tax incentives, and payments in lieu of property taxes.

77. The Authority and Octans entered that financial and development agreement before the Board gave final approval to Ordinance 2026-352. Material aspects of the contemplated data center development and its economic incentives had been negotiated confidentially while the County was revising the rules governing whether such a facility could be established on industrial land.

78. Under the MOU, the Authority agreed to a bond-financed sale and leaseback structure under which the Authority would hold legal title to project phases, lease them to the company or its assigns, and provide significant ad valorem property tax savings.

79. The MOU provides for payments in lieu of taxes calculated, during the first 15 years of each phase, using 50 percent of the fair market value of real and personal property, a 40

percent assessment factor, and the 2026 millage rate. It also establishes projected jobs and investment goals and recoupment provisions tied to specified performance standards.

80. The agreement also contemplates acquisition, construction, financing, and operation of the data center facilities through Octans and permitted assigns, with indemnity provisions allocating certain construction, operational, and environmental liabilities.

81. These arrangements gave Octans and OpenAI direct and substantial economic interests in securing county governmental treatment that would permit and facilitate the intended data center use at the site.

82. The public announcement of Project Camellia occurred on or about July 22, 2026, after the MOU was executed and after months of confidential dealings between OpenAI and the Authority.

The Authority's Land, the Developer's Power of Attorney, and the Closing

83. The Authority is a public body created by a 1968 amendment to the Georgia Constitution with the power of eminent domain. In 2005 and 2006 it condemned approximately 2,628 acres from International Paper Company for approximately $31 million. That land, now the Savannah Gateway Industrial Hub, remained in the Authority's public, tax-exempt ownership until July 2026.

84. Since 2016, the Authority's land has been subject to a power of attorney that appoints SID, an affiliate of the Authority's private master developer, the Authority's "sole and exclusive agent and attorney-in-fact" with power to sell or lease approximately 2,584 acres on terms SID deems proper after three days' notice to the Authority. The Power of Attorney allows SID to contract for the sale of that land, and to sign the deed, without a vote of the Authority's board identifying the property, the buyer, or the price.

85. A public body cannot hand a private company the authority to make these transactions on behalf of the public, and a private company cannot lawfully exercise that authority. To the extent the Power of Attorney purported to authorize SID to contract and sell Authority land and to sign the deed without a determination and vote of the board, it exceeded the Authority's lawful authority, and SID had no authority to bind the Authority to the Purchase Agreements of May 14 and July 7, 2026, or to sign the July 24, 2026 deed.

86. SID, acting for the Authority, signed purchase-and-sale agreements for the Project Camellia land with Octans on May 14, 2026 and July 7, 2026. The first Purchase Agreement thus predates the Authority's July 21 meeting by more than two months. The Authority has not made the Purchase Agreements public.

87. Under the Authority's published schedule, its regular July 2026 meeting would have been held on Thursday, July 16, 2026. The Authority instead met on Tuesday, July 21, 2026, a date that was chosen by OpenAI. The Authority posted notice of the changed date only about five days before the meeting, notifying the Effingham Herald of the change on or about July 16. The changed date was not posted on the Authority's website.

88. The agenda for the July 21 Meeting identified the matter only by the code name "Project Gateway," without describing the proposal, the property, the buyer, or the tax abatement that is worth nearly $900 million.

89. Three delegates from OpenAI attended the July 21 Meeting, but no member of the general public did. The Authority discussed the agreement in closed session for more than an hour, authorized its Chief Executive Officer to sign documents transferring the

land without publicly identifying the property or stating the terms, and voted unanimously to approve the MOU.

90. Authority director Eric Johnson has since said: “If we’d have put it out in front of the public, they’d have said ‘no data center’ based on misinformation,” and “We’re not a democracy.”

91. On July 24, 2026, three days after the July 21 Meeting, the Authority’s limited warranty deed conveying approximately 1,440.66 acres to Octans was executed. The deed recites consideration of $10 and shows no transfer tax. It was signed on the Authority’s behalf not by any officer of the Authority but by SID, as the Authority’s attorney-in-fact.

92. Herndon has stated that the Authority’s public funds increased by $350 million following the sale of the property to Octans. The Authority, an unelected body that approved the sale in the closed session, now controls that money. OpenAI has pledged to spend $80 million for community benefit. OpenAI, knowing that Effingham residents oppose the project, made the pledge in an attempt to win public support for a project that had already been approved without public input.

93. On August 20, 2026, Herndon presented estimates of about $38.6 million in potential property tax relief in the next tax year. On August 31, 2026, at a special called meeting at which residents who tried to speak were told that public comment was not allowed, the Authority approved measures that send $21 million to the County and $9 million to the school district, with as much as $90 million available over three years for roads, water and sewer work. These measures were approved ten days after Herndon first presented the tax-relief figures, and about six weeks after the Authority voted in closed session to commit the land. The Authority timed and structured them to win the support of the

County, the school district and taxpayers for a project that residents opposed, and so to head off objection to a sale that had already been made without public input.

94. In September 2026, after the Authority had voted in closed session and the Board had adopted Ordinance 2026-352 without hearings, and while residents were still objecting, OpenAI announced at a meeting of the Effingham County Board of Education that it would pay approximately $4.8 million to provide breakfast and lunch to all students in the Effingham County School District, which has more than 14,000 students, for the 2026–27 school year, beginning September 8, 2026. OpenAI described the payment as the first major investment from an $80 million "Project Camellia Community Fund," and has since opened a public survey on park and recreation priorities and an application process for grants to local organizations. OpenAI made these announcements knowing that residents opposed the project, and for the purpose of improving the project's standing with the public and quieting the opposition, after the decisions that mattered had already been made without public input.

95. On August 19, 2026, OpenAI and the Authority met in a nonpublic meeting with representatives of the Board of Commissioners, the Effingham County School District, and the City of Rincon. Herndon has said that the meeting "was kept below a quorum," and that OpenAI's head of operations, Brent Mayo, "answered questions for an hour and a half."

Final Approval, Defendants' Coordinated Misconduct, and Injury to Plaintiffs

96. On July 24, 2026, two days after the project was announced, Defendant Callanan told WTOC: "In this case, they had the right to build on, it was use-by-right." He added that he could not "imagine it being constitutional to allow there to be a public vote for

someone to build something on their property that they have the right to build on." Eleven days later, the Board adopted Ordinance 2026-352.

97. On August 4, 2026, Development Services Director Pamela Melser presented Ordinance 2026-352 to the Board as a technical correction that did not involve a substantive policy change or altered zoning boundaries. The actual amendment changed the text of the Table of Permitted Uses and affected the legal treatment of industrial land uses, including data center.

98. Defendant Kieffer moved to approve Ordinance 2026-352, Defendant Burdette seconded the motion, and the Board approved the ordinance unanimously. All six named Commissioner Defendants were members of the Board at the August 4 meeting.

99. On August 4, 2026, Defendant Rahn described the ordinance in terms of correcting wording: "For example, we had a mechanic shop or automotive repair listed as tire sales. So words matter."

100. Commissioner Defendants proceeded with final approval despite the absence of the required Planning Board and County Commission public hearings. Their adoption of the amendment eliminated the public's required opportunity to challenge the expanded availability of data center uses and the removal of conditional use review for affected industrial properties.

101. Commissioner Defendants oversaw a continuing sequence of zoning amendments that facilitated data center development while the Industrial Development Authority negotiated Project Camellia under confidentiality restrictions. The zoning changes, creation of the stakeholder committee, confidential negotiations, development MOU, and final approval formed parts of a coordinated course of conduct.

102. Commissioner Defendants knew that residents whose property adjoined the proposed facility would be affected by the removal of case-specific land-use review and the expanded availability of data centers. They nevertheless proceeded without the hearings specifically required to disclose the proposed changes, receive objections, consider property impacts, and provide meaningful participation.

103. Plaintiffs were deprived of their statutory opportunity to be heard before the County materially altered the land-use treatment of industrial property. The resulting approval adversely affected their property interests, including the marketability, use, and enjoyment of nearby residential property, and caused damages to be established at trial.

104. The changes facilitated Project Camellia by expanding the availability of data center development on affected industrial land without the individualized application, public scrutiny, and conditional-use protections previously applicable to certain industrial uses.

105. The required public hearings would have given affected residents notice of the proposed changes and an opportunity to present evidence and objections addressing the data center use, project scale, traffic, noise, environmental effects, utility demands, and harm to neighboring property.

106. Corporate Defendants pursued, negotiated, and secured the arrangements necessary to advance Project Camellia while this required public review process was bypassed. Their confidential negotiations and dealings with government officials facilitated the approval and advancement of the project under a land-use framework adopted without the required hearings.

107. OpenAI and Octans sought and obtained substantial benefits from the County's treatment of industrial data center uses. They obtained the governmental financial arrangements

necessary to advance Project Camellia through direct dealings with the Authority and proceeded in coordination with the ongoing zoning revisions.

108. Corporate Defendants possessed detailed knowledge of the identity, scale, intended use, location, and proposed financial structure of Project Camellia. That information was material to the public hearing and land-use review process applicable to the project and its effect on neighboring property owners.

109. Corporate Defendants participated with public officials and development authority representatives in a coordinated course of conduct to secure the project and its attendant financial benefits while withholding from affected residents the project information that would have exposed the significance of the zoning changes before final action.

110. The nature and magnitude of Project Camellia and the substantial tax incentive arrangements were settled through confidential discussions before the County completed the public process required for the material zoning amendment. The characterization of that amendment as a mere technical correction concealed its practical importance to the contemplated data center use.

111. Corporate Defendants knowingly took advantage of this defective governmental process to advance a project whose approval and operation directly affect neighboring residential property. The concealment and coordinated action deprived Plaintiffs of the mandated opportunity to protect their property interests before the County changed the governing land-use rules.

112. Plaintiffs' property interests have been adversely affected by the altered permitted uses, the resulting development approval, and the loss of procedural safeguards directed toward surrounding properties. Plaintiffs have sustained injury to their use, enjoyment, and

marketability of their properties, with the nature and amount of recoverable damages to be determined by the evidence at trial.

The Burdens the Project Places on Plaintiffs' Community

113. Project Camellia is not planned for a remote place. It is reported to be a campus of approximately 1,400 acres across Hodgeville Road from the Belmont Glen subdivision. According to the State's Developments of Regional Impact review, it would consist of four buildings totaling about 4.4 million square feet, with about 65 percent of the site covered by impervious surface at completion. It has been reported to lie within a few miles of more than 500 homes and two elementary schools.

114. The campus would draw about 3,210 megawatts of electricity at peak, which has been reported to be more capacity than the two new reactors at Plant Vogtle combined and the largest single electricity consumer in Georgia history, and it would require a 500-kilovolt transmission line. The staff of the Public Service Commission approved Georgia Power's contract to serve the project on or about August 26, 2026. The contract itself has not been made public, and the protections the Commission described for other ratepayers are limited to particular categories of cost and, as reported, do not guarantee lower bills.

115. Defendants have not told the public how loud the campus will be. As of the most recent reporting, OpenAI's engineering firm had only begun baseline sound measurements, OpenAI had no final noise projections or mitigation plan, and the State's review reported no noise levels. Residents of Belmont Glen have raised concerns about low-frequency sound, cooling-equipment noise, and electromagnetic fields. The campus is to be cooled by air-cooled heat exchangers. The approvals described above were given before any noise study was complete.

116. The campus's water demand has likewise not been fixed. The County's filing stated 30,000 gallons per day for ordinary workplace uses, which excludes the cooling system. The County Manager estimated that about 25 million gallons would be needed to fill the cooling loops, and OpenAI's spokesman could not state how much water would be needed to fill or replenish them. A University of Southern California engineering professor has estimated that generating the electricity the campus would use would itself consume 4 to 8 billion gallons of water per year at power plants. The Floridan aquifer is closed to new withdrawals in southern Effingham County, and the County's supply depends on treated surface water purchased from the City of Savannah until a County treatment facility is built, which reports place between 2030 and 2032.

117. The site contains freshwater forested and shrub wetlands, and parts of it lie in Flood Zone AE, the area with a one-percent annual chance of flooding. The Department of Natural Resources reported the state-protected Hooded Pitcherplant on and near the site and recommended field surveys and measures to reduce lighting and noise that could disrupt breeding and migration. OpenAI has stated that the completed campus will have no onsite diesel generators, but the State's review reports that emergency backup diesel generators are planned, without stating their number, size, or location.

118. Defendant Burdette has said that construction "is going to be intense." The developer's traffic study projects about 1,500 vehicle trips in each of the morning and afternoon periods for the completed complex and concludes that no roadway improvements are needed. The Effingham Parkway, which County officials have described as critical to routing construction traffic away from residential roads, was not expected to be complete until about May 2027. Residents fear construction traffic on the roads they use now.

119. Since the project was announced, residents of Belmont Glen have reported for-sale signs appearing in the subdivision, and they have asked for protection against the loss of property value, including a housing or compensation benefit tied to the project. The County's existing homestead protections do not address a loss of value caused by the project. No Defendant has offered Plaintiffs any compensation for it.

120. Residents did not want this project. On or about July 22, 2026, when it was announced, residents who said they had learned of it only days earlier, through social media, gathered outside an open house at the Effingham College and Career Academy. More than 100 of them protested, and they told reporters of their concerns about noise, water, power, wildlife and waterways, and the cost of living. A Belmont Glen resident has since said publicly that the project lacks transparency and public input and should be started over with public processes and votes.

121. Plaintiffs allege that Defendants knew the residents would object. An Authority director has said that, if the matter had been put before the public, "they'd have said 'no data center' based on misinformation," and "We're not a democracy." Plaintiffs further allege that the nondisclosure agreements, the closed session, the below-quorum meeting, the unadvertised date of the July 21 Meeting, and the August 4 ordinance adopted without public hearings were the means by which Defendants made sure that the people who would bear the project's burdens had no chance to be heard before the land was committed.

122. The burdens and the benefits fall on different people. The project is projected to employ about 400 permanent workers and to yield about $20 million in annual local tax revenue.

The Authority that approved the sale now holds about $350 million from it and has approved transfers to the County and the School District.

123. Since Project Camellia was announced, offers to buy residential property near the site, including property owned by Plaintiffs, have fallen or been withdrawn, and prospective buyers have declined to proceed.

124. Defendants' wrongful acts were a direct and proximate cause of the injuries alleged herein. Plaintiffs seek compensatory damages resulting from Defendants' actionable fraud and concerted tortious conduct.

COUNT I
FRAUDULENT CONCEALMENT
(Against Corporate Defendants)

125. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

126. OpenAI and Octans, directly and through participating representatives, intentionally concealed from the public and affected property owners material details concerning the intended data center use, the project's scale, the company's arrangements with the Authority, and the connection of those arrangements to the zoning changes under consideration.

127. The concealment occurred in circumstances in which Defendants were participating in governmental land-use and development processes established to inform and protect affected property owners. Defendants supplied material information to government representatives for private use in securing the project while intentionally withholding that information from the mandatory public process.

128. The particular circumstances of Defendants' participation, their selective disclosures to government officials, and their use of the confidential negotiating arrangement created an

obligation to communicate material facts accurately and completely once those facts were used to procure governmental action affecting Plaintiffs' property interests.

129. Defendants knowingly suppressed the material facts with the intent to obtain the land-use and economic benefits of Project Camellia without meaningful public examination of those facts. The concealment contributed directly to governmental action materially impairing Plaintiffs' property interests.

130. OpenAI has known since no later than October 27, 2025 that it was the prospective user of a large data center campus in Effingham County, and has known the project's scale, its power demand, and its intended site. Octans, an OpenAI affiliate organized on or about February 17, 2026, has known the same facts since its formation.

131. OpenAI required Effingham officials to sign nondisclosure agreements that prohibited them from discussing the project with the public.

132. The material facts concealed from Plaintiffs and the public include: (a) that OpenAI was the prospective user of land in the Savannah Gateway Industrial Hub for a data-center campus; (b) that OpenAI and the Authority had been negotiating since at least October 2025; (c) the scale and power demand of the project; (d) that SID, acting for the Authority, had signed the Purchase Agreements on May 14 and July 7, 2026; and (e) the relationship between the project and the permitted-use amendments that the Board adopted. Facts (a) through (c) were withheld from the public until the project was announced on or about July 22, 2026; facts (d) and (e) were not disclosed when the Board acted on August 4, 2026, and the Purchase Agreements remain unpublished.

133. OpenAI and Octans were under a duty to disclose those facts arising from the particular circumstances of this case. O.C.G.A. § 23-2-53. They were the intended beneficiaries of

governmental action that required published notice and public hearings. They obtained, through nondisclosure agreements that OpenAI required, a confidential channel to the officials responsible for that process. They had superior knowledge of facts that residents who would be affected by the project could not learn elsewhere.

134. Had these facts been disclosed in time, Plaintiffs would have attended and objected at the hearings required by § 9.2.2 of the Zoning Ordinance and O.C.G.A. § 36-66-4(a), and would have demanded that those hearings be held.

135. Plaintiffs and the governmental decisionmakers charged with protecting their property interests were deprived of the material information necessary to participate in and conduct the legally required public review. Defendants' concealment directly and proximately injured Plaintiffs and caused damages in an amount to be established at trial.

COUNT II
FRAUD AND MISREPRESENTATION
(Against Corporate Defendants)

136. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

137. The August 4, 2026 zoning amendment was represented to the Board as a technical correction that did not accomplish a substantive change in land-use policy. That representation concealed the amendment's material effect on industrial permitted uses and the removal of individualized review affecting large data center projects.

138. The characterization was made and adopted in the course of the governmental decision-making through which Defendants' negotiated project arrangements were advanced. Defendants knowingly participated in the coordinated course of conduct through which the material purpose and effect of the amendment were withheld and misrepresented.

139. The concealed project facts and misleading presentation were material to the Board's decision and to the statutory public hearing process. The Board proceeded with final approval while affected property owners were denied the hearings intended to inform the decision and protect their property interests.

140. Defendants intended the County to act upon the incomplete and misleading presentation of the ordinance and intended residents to be deprived of an effective opportunity to challenge the contemplated data center use before final governmental action.

141. On August 4, 2026, at the Board's meeting, Development Services Director Pamela Melser represented Ordinance 2026-352 as a technical correction that involved no substantive policy change and no altered zoning boundaries. In fact, the ordinance amended the Table of Permitted Uses and changed the legal treatment of industrial land uses, including data centers.

142. The County acted upon the mischaracterized amendment and approved it. Plaintiffs suffered consequent injury to their legally protected property interests and monetary damages arising from the resulting altered land-use treatment and advancement of Project Camellia.

COUNT III
CIVIL CONSPIRACY
(Against Corporate Defendants, Herndon, the Authority and SID)

143. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

144. OpenAI, Octans, Herndon, the Authority and SID acted in concert with one another and with participants in the County and Industrial Development Authority to obtain and advance Project Camellia through concealment of material information and a misleading presentation of the zoning amendments necessary to facilitate the development.

145. The agreement and coordinated course of conduct included confidential negotiations under the October 2025 NDA, development of the material terms memorialized in the July 2026 MOU, advancement of the project while mandatory zoning hearings were omitted, and the approval of Ordinance 2026-352 following its presentation as a technical correction.

146. The participants combined to accomplish, through the fraudulent concealment and misrepresentation described in Counts I and II, a governmental approval process that deprived Plaintiffs of the legal safeguards applicable to the protection of their property interests.

147. Upon information and belief, OpenAI, Octans, Herndon, the Authority, and SID agreed, expressly or by concert of action, with one another and with others at the County and the Authority, that (a) the identity and terms of the project would be withheld from the public until the land was committed; (b) the Authority would act through SID under the Power of Attorney and would approve the transaction at a meeting held off the Authority's published schedule under a code-named agenda; and (c) the County would complete the permitted-use amendments without the hearings required by law.

148. Overt acts in furtherance of that agreement include: (a) the October 27, 2025 nondisclosure agreement; (b) OpenAI's requirement that local officials sign nondisclosure agreements, including the agreement circulated on or about February 2, 2026; (c) the Purchase Agreements of May 14 and July 7, 2026, signed through SID; (d) the holding of the Authority's meeting on Tuesday, July 21, 2026, rather than on its regular Thursday, July 16, on a date reportedly chosen by OpenAI; (e) the "Project Gateway" agenda; (f) the closed session; (g) the July 24, 2026 deed, signed by SID; and

(h) the demand by county officials that the Effingham Herald hold the story until the day after the Authority's meeting.

149. As a direct and proximate result of the conspiracy and the underlying tortious acts, Plaintiffs suffered injury and damages for which the participating Defendants are jointly liable to the extent provided by Georgia law.

COUNT IV
FRAUDULENT CONCEALMENT
(Against Commissioner Defendants and Callanan)

150. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

151. Defendants knew that the zoning rewrite affected the availability of industrial property for data center development and that the changes would eliminate individualized review otherwise required for certain uses. They failed to disclose those material consequences to the affected public through the required hearings.

152. On August 4, 2026, the proposed zoning amendment was presented to the Board as a technical correction rather than a substantive land-use change. Defendants adopted that characterization and approved the amendment despite knowledge of the prior staff discussions about I-1 permitted uses and conditional-use requirements.

153. The concealment and misleading presentation were material. They deprived Plaintiffs of accurate information and the required opportunity to protect their property interests before the County changed the rules under which Project Camellia could proceed.

154. Commissioner Defendants, and Callanan as County Manager, administered the County's zoning-amendment process, including the scheduling and notice of the hearings required by § 9.2.2 of the Zoning Ordinance and O.C.G.A. § 36-66-4(a). Defendants Burdette and

Callanan, and other Commissioner Defendants, were told of the pending project, and its likely scale, before it was announced on July 22, 2026.

155. Their public offices, and the mandatory hearing procedures they administered, created an obligation to communicate material facts to the public they were charged with informing once they proceeded with the ordinance without the required hearings. O.C.G.A. § 23-2-53.

156. On August 4, 2026, the Board adopted Ordinance 2026-352 on the presentation that it corrected wording rather than changing land-use policy. Burdette has since stated publicly that he "should have put this out," and Callanan has stated that he could not "imagine it being constitutional to allow there to be a public vote" on a use that the owner had the right to build.

157. Defendants' conduct was intentional and undertaken with knowledge that affected residents would rely on the County's representations and mandatory public procedures in determining whether and how to oppose the proposed land-use changes. Plaintiffs sustained injury and damages proximately resulting from that conduct.

COUNT V
CIVIL CONSPIRACY
(Against Commissioner Defendants and Callanan)

158. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

159. Defendants acted in concert with one another and with county and development authority participants to advance the zoning revisions and facilitate Project Camellia while withholding from affected residents the material relationship between the project and those revisions.

160. The acts in furtherance of this concerted conduct included limiting Planning Board review, developing new industrial classifications and permitted uses, facilitating confidential project negotiations, presenting the resulting ordinance as a technical correction, and approving Ordinance 2026-352 without the required public hearings.

161. Overt acts by the Commissioner Defendants and Callanan in furtherance of the conspiracy include: (a) Callanan's leadership of the Steering Committee and his nondisclosure agreement with OpenAI, as alleged above; (b) the Board's receipt of the Georgia Power presentation on October 4, 2025; (c) the withholding of the project's existence from the public until July 22, 2026 by officials who knew of it, including Burdette; (d) the demand by county officials that the Effingham Herald embargo the story until after the Authority's July 21 meeting; and (e) the adoption of Ordinance 2026-352 on August 4, 2026 without the required hearings.

162. The agreement and coordinated acts furthered the intentional concealment and misrepresentation alleged in Count IV and directly injured Plaintiffs' legally protected property interests. Defendants are jointly responsible for the resulting damages under Georgia law governing concerted tortious conduct.

COUNT VI
FRAUD
(Against the Authority Herndon)

163. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

164. In April 2026, Herndon publicly represented that Effingham was not actively recruiting data centers, that the Authority's focus remained on light industry, and that there were no concrete proposals or confirmed projects from data center companies.

165. Those representations were false or misleading when made. Herndon had signed a nondisclosure agreement with OpenAI on October 27, 2025, had been in contact with OpenAI since at least October 2025, and was then negotiating with OpenAI, under nondisclosure agreements, concerning the land later conveyed to Octans.

166. Herndon made the representations with the intent that residents rely on them in deciding whether to seek, attend, or demand public hearings on data center zoning.

167. Plaintiffs relied on these representations and did not take action to oppose the data center and protect their property. As a result, Plaintiffs lost the opportunity to be heard and were injured as alleged in this Complaint.

168. Herndon made the representations as the Authority's Chief Executive Officer and within the scope of his employment and authority. The Authority is therefore liable for his fraud under O.C.G.A. §§ 10-6-56 and 10-6-60.

COUNT VII
BREACH OF MANDATORY LEGAL DUTIES
(Against Commissioner Defendants and the Authority)

169. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

170. Section 9.2.2 of the Zoning Ordinance and O.C.G.A. § 36-66-4(a) impose on the Board mandatory duties to hold public hearings, after published notice, before adopting an amendment to the Table of Permitted Uses. Those duties are specific, are not discretionary, and are owed to owners of property that will be affected by the amendment.

171. Commissioner Defendants breached those duties by adopting Ordinance 2026-352 on August 4, 2026 without the required hearings.

172. Plaintiffs own property in Effingham County and are within the class of persons the hearing requirements protect. Under O.C.G.A. § 51-1-6, Plaintiffs may recover for the damage caused by the breach of those legal duties.

173. The Authority owed a mandatory duties pursuant to O.C.G.A. 36-62-6, designed to protect the public, including Plaintiffs, whose land the Authority holds.

174. The Authority breached that duty by allowing SID, a private company, to contract to sell and convey public land under the Power of Attorney. Plaintiffs were injured by that breach as alleged in this Complaint.

COUNT VIII
PROCURING INJURY
(Against Corporate Defendants)

175. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

176. Commissioner Defendants' adoption of Ordinance 2026-352 without the required hearings violated legal duties owed to Plaintiffs.

177. OpenAI and Octans maliciously procured that injury by requiring local officials to sign nondisclosure agreements, negotiating the project in private for months while the Board revised the industrial-use rules it needed, signing purchase agreements before any public vote, and choosing the date of the Authority's July 21 meeting. The Corporate Defendants are therefore joint wrongdoers with the Commissioner Defendants under O.C.G.A. § 51-12-30.

COUNT IX
VIOLATION OF THE GEORGIA RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, O.C.G.A. § 16-14-1 ET SEQ.
(Against Defendants OpenAI, Octans, SID, Herndon, Callanan, Rahn, and Burdette, in their individual capacities)

178. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

179. Beginning no later than October 27, 2025, and continuing to the present, Defendants OpenAI, Octans, SID, Herndon, Callanan, Rahn and Burdette (the "RICO Defendants"), the Authority, and others known and unknown to Plaintiffs were associated in fact for a common purpose. The Project Camellia Enterprise is an "enterprise" under O.C.G.A. § 16-14-3(3), which includes a group of individuals associated in fact although not a legal entity, and governmental as well as other entities.

180. The purpose of the Project Camellia Enterprise was to obtain for OpenAI and Octans control of approximately 1,440 acres of publicly owned land, tax relief, and the local land-use changes that Project Camellia required, while keeping the existence of the project, the identity of the buyer, and the terms of the transaction from the residents of Effingham County until the land was committed and public objection could no longer affect the outcome. Its associates had relationships with one another, as alleged above, and functioned as a continuing unit from at least October 2025 through at least August 2026.

181. Each RICO Defendant played a part in that purpose. OpenAI and Octans were its beneficiaries and, upon information and belief, set its pace. OpenAI required local officials to sign nondisclosure agreements and reportedly chose the date of the July 21 Meeting, and Octans took title to the land. SID, as the Authority's "sole and exclusive" agent, signed the Purchase Agreements and the deed. Herndon signed the October 27, 2025 nondisclosure agreement and negotiated with OpenAI. Callanan entered a nondisclosure agreement with OpenAI, led the Steering Committee, and publicly rejected the need for a public vote.

182. Each RICO Defendant engaged in, or conspired to engage in, at least two acts of racketeering activity as defined in O.C.G.A. § 16-14-3(5). Those acts furthered one scheme: to place Project Camellia beyond public review until it could not be stopped. The acts shared the same result, the same accomplices, and the same victims, the residents and taxpayers of Effingham County, including Plaintiffs. They also shared the same methods: concealment, nondisclosure agreements, code names, off-schedule meetings, and a private agent.

183. The RICO Defendants made false statements and concealed material facts in matters within the jurisdiction of local governments, in violation of O.C.G.A. § 16-10-20. Those violations are racketeering activity under O.C.G.A. § 16-14-3(5)(A)(xxii). First, on October 27, 2025, Herndon, as the Authority's Chief Executive Officer, signed a nondisclosure agreement with OpenAI that forbade disclosure of the project. On or about February 2, 2026, and afterwards, OpenAI circulated similar agreements, and County officials, including Callanan, signed them. Those agreements were devices to conceal a material fact from the public and from the governing bodies. Second, on or about July 16, 2026, the Authority, acting through Herndon gave notice of its July 21 Meeting under an agenda that identified the matter only as "Project Gateway." That agenda concealed the project, the property, the buyer and the tax abatement. Third, on August 4, 2026, Ordinance 2026-352 was presented to the Board as a technical correction. That description concealed the ordinance's relationship to Project Camellia.

184. The RICO Defendants committed perjury and related offenses in violation of O.C.G.A. § 16-10-70 et seq., which are racketeering activity under O.C.G.A. § 16-14-3(5)(A)(xxv).

185. The RICO Defendants committed forgery in violation of O.C.G.A. § 16-9-1, which is racketeering activity under O.C.G.A. § 16-14-3(5)(A)(xvi).

186. OpenAI, Octans and SID, through that pattern of racketeering activity or proceeds derived from it, acquired and maintain an interest in and control of real property, namely approximately 1,440.66 acres in the Savannah Gateway Industrial Hub, in violation of O.C.G.A. § 16-14-4(a).

187. Each RICO Defendant was employed by or associated with the Project Camellia Enterprise and conducted or participated in, directly or indirectly, the Enterprise through that pattern of racketeering activity, in violation of O.C.G.A. § 16-14-4(b).

188. Each RICO Defendant conspired or endeavored, with one or more of the others, to violate O.C.G.A. § 16-14-4(a) and (b), and one or more of them committed overt acts to effect that object, including the predicate acts alleged in this Count and the overt acts alleged in Count III, in violation of O.C.G.A. § 16-14-4(c).

189. Plaintiffs were injured in their property by reason of those violations. The scheme was directed at keeping residents of Effingham County, and in particular the owners of nearby property, from learning of the project and objecting to it before the land was committed, so injury to those owners was its direct and intended result. Plaintiffs' injuries include the loss of value of their property and interference with its use and enjoyment from the siting of a campus of approximately 4.4 million square feet and 3,210 megawatts near their homes, and offers to buy their property that have fallen or been withdrawn.

190. Plaintiffs are entitled to recover three times their actual damages, punitive damages where appropriate, and their attorney's fees and the costs of investigation and litigation reasonably incurred pursuant to O.C.G.A. § 16-4-6(c).

COUNT X
PUNITIVE DAMAGES

(Against All Defendants, excluding the Authority; Not Sought Against Any Defendant in an Official Capacity)

191. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

192. Defendants deliberately concealed material project information and knowingly participated in wrongful conduct calculated to obtain valuable development benefits while depriving affected residents of lawful review. Their conduct was willful, fraudulent, wanton, oppressive, and demonstrated conscious indifference to Plaintiffs' property rights and the consequences of their misconduct.

193. Plaintiffs specially plead and seek punitive damages against Defendants pursuant to O.C.G.A. § 51-12-5.1 in an amount determined by the enlightened conscience of an impartial jury, consistent with the governing statutory requirements.

COUNT XI
ATTORNEY'S FEES AND EXPENSES OF LITIGATION

(Against All Defendants)

194. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

195. Defendants acted in bad faith in the transactions and conduct giving rise to this action. Their concerted wrongdoing forced Plaintiffs to incur attorney's fees and litigation expenses to protect and vindicate their interests.

196. Plaintiffs specially plead and seek their reasonable attorney's fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11 as part of the damages resulting from Defendants' tortious conduct. Plaintiffs further seek their reasonable attorney's fees and the costs of investigation and litigation reasonably incurred under the Georgia RICO Act, O.C.G.A. § 16-14-6(c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that:

a) Process issue and Defendants be served according to law;

b) Judgment be entered against Defendants for compensatory and punitive damages in an amount to be determined by a jury;

c) Plaintiffs recover three times their actual damages, and punitive damages, from the Defendants named in Count IX under O.C.G.A. § 16-14-6(c);

d) Plaintiffs recover attorney's fees, costs, and pre-judgment and post-judgment interest as authorized by law, including under O.C.G.A. §§ 13-6-11 and 16-14-6(c);

e) For trial by jury on all issues so triable; and

f) Plaintiffs receive such other and further relief as this Court deems just and proper.

This 6th day of November, 2026.

/s/ Brent J. Savage
Brent J. Savage
Georgia Bar No. 627450

/s/ E. Gregory Gilluly, Jr.
E. Gregory Gilluly, Jr.
Georgia Bar No. 652565

/s/ Ben Michaud
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