

23CV00067

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Belinda Parker, Clerk
Brooks County, Georgia

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

CIVIL ACTION NO. 23-CV-00067

**APPLICATION FOR ATTORNEY'S FEES, REIMBURSEMENT OF
EXPENSES, AND SERVICE AWARD TO CLASS REPRESENTATIVE
WITH MEMORANDUM OF LAW IN SUPPORT**

Lead counsel, James L. Roberts, IV of Roberts Tate, LLC, who represents Plaintiff Steven Schreck ("Named Plaintiff"), individually and on behalf of all persons similarly situated, respectfully submits this Application for Attorney's Fees, Reimbursement of Expenses, and Service Award to Class Representative (the "Application" or the "Motion") with Memorandum of Law in Support representing to the Court as follows:

I. INTRODUCTION

The present Motion seeks compensation for Class Counsel for the time and expense invested by Class Counsel in this class action lawsuit (the "Lawsuit"). Class Counsel has invested a substantial number of hours and all expenses necessary for the prosecution of this case on behalf of the Class Members and at the expense of other paying legal work without receiving any payment in return. Additionally, Class Counsel conducted early, informal discovery into the facts and legal basis for this Lawsuit prior to filing the detailed Complaint and before conducting settlement discussion with counsel for Defendant Brooks County (the "County" or the "Defendant"). *See*

Affidavit of James L. Roberts, IV (the “Roberts Aff.”) attached hereto as **Exhibit** (“Ex.”) “**A**” at ¶¶14-16. Following the filing and service of the Complaint, the County vigorously defended this Lawsuit. *Id.* at ¶44. The dedication and persistence of Class Counsel, however, caused the County to reach a settlement (the “Settlement”) and agree to refund the Class Members for illegal taxes in the form of fire fees (the “Fire Fees”) levied and collected based on the County’s failure to comply with the Georgia Constitution and Georgia law. *Id.* at ¶18.

The Settlement is memorialized in the Parties’ Settlement Agreement (the “Settlement Agreement”). *Id.* A copy of the Settlement Agreement is attached as **Exhibit “B”**. The Parties thereafter filed a Joint Motion and Supporting Memorandum of Law for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Classes, Approval of Notice Program and to Schedule Final Approval Hearing on June 23, 2025. *See* Ex. A, Roberts Aff. at ¶19. The Court granted preliminary approval of the Settlement Agreement and entered the Preliminary Approval Order on June 26, 2025. *Id.* As a result of the commitment by Class Counsel and the Class Representative, the Class Members stand to receive payment in the amount of One Million Dollars and No/100 (\$1,000,000.00) (the “Aggregate Refund Fund”). *Id.* at ¶23. Each Settlement Class Member will receive his or her pro-rata share of the Net Cash Consideration (as defined in the Settlement Agreement). *Id.* at ¶27.

Throughout this litigation, Class Counsel has not received any compensation or payment for their work on behalf of the Class Members or reimbursement for the expenses advanced on their behalf. *Id.* at ¶33. As its fee in this litigation, Class Counsel requests the payment of Four Hundred Thousand and No/100 Dollar (\$400,000.00) (the “Proposed Class Counsel Fee”), which represents 40% of the Aggregate Refund Fund. *Id.* at ¶45. Importantly, this is the same percentage

awarded by several Georgia Superior Courts in recent years in class action cases, all of which were similar tax refund cases:

- *Coleman v. Glynn County*, CE12-01785-063, CE13-01480-063 and CE14-00750-063, Superior Court of Glynn County, Order on Attorney's Fees and Costs and Service Award (Nov. 8, 2019);
- *Altamaha Bluff, LLC, et al. v. Thomas, et al.*, 14CV0376, Superior Court of Wayne County, Order on Attorney's Fees and Costs and Service Award (Oct. 19, 2020);
- *Toledo Manufacturing Co., et al. v. Charlton County*, SUCV201900232, Superior Court of Charlton County, Order on Attorney's Fees and Costs and Service Award (Dec. 10, 2020);
- *Bailey v. McIntosh County, Georgia*, Civil Action No. SUV2021000009, Superior Court of McIntosh County, Order on Attorney's Fees and Costs and Service Award (May 5, 2022);
- *Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of The City of Savannah*, Civil Action No. SPCV20-007667-MO, Superior Court of Chatham County, Amended Order on Attorney's Fees and Costs and Service Award (Feb. 23, 2021);
- *VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah*, Civil Action Number SPCV21-00789-CO, Superior Court of Chatham County, Order on Attorney's Fees and Service Award (Sept. 15, 2023);
- *Robert E. Anderson v. Chatham County*, Civil Action No. SPC21-01165-CO, Superior Court of Chatham County, Order on Attorney's Fees and Costs and Service Award (Mar. 1, 2024);
- *Deer Run Timber, LLC v. Johnson County*, Civil Action No. 2023-CV-0125, Superior Court of Johnson County, Order on Attorney's Fees and Costs and Service Award (February 10, 2025); and
- *Grange Investments, LLC v. City of Port Wentworth*, Civil Action No. SPCV23-00216-KA, Superior Court of Chatham County, Order on Attorney's Fees and Costs and Service Award (June 10, 2025).

Class Counsel further requests reimbursement for its actual costs and expenses in the amount of \$28,036.47 and that a service award be awarded to Named Plaintiff as the Class

Representative in the amount of \$25,000.00 (the “Proposed Service Award”), which represents 2.5% of the Aggregate Refund Fund. *See* Ex. A, Roberts Aff. at ¶¶32, 54.¹

II. OVERVIEW OF THE LAWSUIT AND PROPOSED JUDGMENT

A. Factual Basis for the Lawsuit

Named Plaintiff owns, and has owned at least since 2018, one or more of the following properties: 249 Jamar Lane, Quitman, Georgia, 73 Augusta Road, Quitman, Georgia, 29 Kelly Drive, Quitman, Georgia, 748 Blaine Circle, Quitman, Georgia, and 600 Augusta Road, Quitman, Georgia (the “Subject Property”). In relation to the Subject Property, the County has invoiced Named Plaintiff, and Named Plaintiff has paid, the following Fire Fees:

- **249 Jamar Lane:**

2018	\$20.00
2019	\$20.00
2020	\$20.00
2021	\$30.00
2022	\$40.00
2023	\$40.00
2024	\$40.00

- **73 Augusta Road:**

2018	\$20.00
2019	\$20.00
2020	\$20.00
2021	\$30.00
2022	\$40.00
2023	\$40.00
2024	\$40.00

- **29 Kelly Drive:**

2018	\$85.00
2019	\$85.00
2020	\$85.00
2021	\$127.50
2022	\$170.00
2023	\$170.00
2024	\$170.00

- **748 Blaine Circle²:**

2018	\$65.00
2019	\$85.00
2020	\$20.00
2021	\$30.00

- **600 Augusta Road:**

2020	\$20.00
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¹ The County takes no particular position in favor or against the Proposed Class Counsel Fee and the Proposed Service Award and defers such decision to the judgment and discretion of the Court. *See* Ex. B, Settlement Agreement, Section 4(G).

² Plaintiff claims that it appears that in 2020 the address of 748 Blaine Circle was changed by the County on the Property Tax Statements to 752 Blaine Circle.

• **251 Jamar Trail Mobile Home:**

2018	\$65.00
2019	\$65.00
2020	\$65.00
2021	\$65.00
2022	\$97.50
2023	\$130.00
2024	\$130.00

• **752 Blaine Circle Mobile Home:**

2018	\$65.00
2019	\$65.00
2020	\$65.00
2021	\$65.00
2022	\$97.50
2023	\$130.00
2024	\$130.00

According to the Georgia Supreme Court, “[a] tax is an enforced contribution exacted pursuant to legislative authority for the purpose of raising revenue to be used for public or governmental purposes, and not as payment for a special privilege or service rendered.” *Bellsouth v. Telecommunications, LLC v. Cobb County*, 305 Ga. 144, 146, 824 S.E.2d 233, 236 (2019) (citing *Gunby v. Yates*, 214 Ga. 17, 19, 102 S.E.2d 548 (1958)). When determining whether a charge is a tax, the Georgia Supreme Court considers four (4) criteria: namely, whether the charge is “(1) a means for the government to raise general revenue based on the payer’s ability to pay (i.e., income or ownership of property), without regard to direct benefits that may inure to the payer or to the property taxed; (2) mandatory; (3) not related to the payer’s contribution to the burden on government; and (4) not resulting in a ‘special benefit’ to the payer different from those to whom the charge does not apply.” *Id.*, 305 Ga. at 146-147.

Applying these criteria to the Fire Fee, Named Plaintiff contends, reveals that the Fire Fee is a tax and not a fee. Addressing each of the four (4) *Bellsouth* criteria, it is clear that the Fire Fee is a tax:

- 1) It is first and foremost a mechanism used by the County to raise general revenue for fire protection services, including fire prevention and fire operations. Indeed, the payer of the Fire Fee is assessed the fee not because it used some particular service offered by the County or because it receives some direct benefit therefrom but simply because it owns property located in the County. In other words, the fee is charged based on the payer’s ability to pay, *i.e.*, his ownership of property.

- 2) Additionally, according to the Brooks County Ordinance Regulating the Assessment of Fees for the Fire Protection Service in Brooks County (the “Fire Fee Ordinance”), the Fire Fee “will allow for the hiring of personnel, purchase of fire suppression equipment, the distribution of the water and the provision of hydrants...; to provide funds necessary for the maintenance of the Fire Protection System; [and] to provide funds for the enforcement of” the Fire Fee Ordinance. *See* Fire Fee Ordinance, attached hereto as **Exhibit “C”**, at Preamble. Therefore, the object and purpose of the Fire Fee is to provide general revenue rather than to compensate the County for services actually rendered.
- 3) Next, the Fire Fee is not assessed in a manner whereby the payment is based on the payer’s contribution to the burden on the County to provide fire protection services nor does the payment of the Fire Fee result in some special benefit to the payer of the Fire Fee different from those who do not pay the fee. Certainly, the payer may pay the Fire Fee year after year and never utilize the fire protection services while the non-payer of the Fire Fee may utilize such services repeatedly. Moreover, the services funded through the payment of the Fire Fee benefit the general public and non-payers of the Fire Fee in precisely the same manner that the services benefit the payer of the Fire Fee.
- 4) Lastly, the Fire Fee is mandatory as non-payment results in the County assessing the property owner a twenty-dollar (\$20) penalty. Further, should a Fire Fee remain unpaid for more than sixty (60) days, the Fire Fee Ordinance authorizes the County to turn the property owner’s account over to an agency or attorney “for purposes of collection through any lawful means.” *See* Ex. C at ¶4(c)-(d).

Pursuant to the reasoning of *Bellsouth*, the Fire Fee is consequently a tax.

Under the Georgia Constitution and Georgia law, taxation of real and tangible personal property is required to be ad valorem. That is, property must be assessed based upon the value of the property and not based upon a flat rate. *See Hutchins, et la. v. Howard, et al.*, 211 Ga. 830, 89 S.E. 2d 183, 186 (1955) (“Taxation on all real and tangible personal property subject to be taxed is required to be ad valorem – that is, according to value, and the requirement in the Constitution that the rule of taxation shall be uniform, means that all kinds of property of the same class not absolutely exempt must be taxed alike, by the same standard of valuation, equally with other taxable property of the same class, and coextensively with the territory to which it applies; meaning the territory from which the given tax, as a whole, is to be drawn.”). Here, the Fire Fee is charged as a flat fee on all parcels of land located within the County regardless of the size, value, or

characteristics of the assessed parcel. The Fire Fee is therefore not ad valorem and is an illegal tax unauthorized by the Georgia Constitution. Named Plaintiff and the prospective class members are consequently entitled to refunds of the illegal taxes in the form of Fire Fees assessed and collected from 2018 to 2024, plus prejudgment interest. *See Hojeij Branded Foods, LLC v. Clayton County, Georgia, et al.*, 355 Ga. App. 222, 843 S.E.2d 902 (2020) (cert denied Dec. 07, 2020) (Subsection (g) of the Refund Statute allows for the filing of a suit for a tax refund within five (5) years of the date the disputed taxes were paid).³

B. Procedural Background of the Lawsuit

On March 15, 2023, Named Plaintiff commenced this Lawsuit asserting claims for refunds on behalf of Named Plaintiff and all others similarly situated. *See* Ex. A, Roberts Aff. at ¶11. The County filed a Verified Answer to the Complaint on June 28, 2023. *Id.* at ¶12. A few months before, on March 23, 2023, Named Plaintiff filed its Motion with supporting Memorandum to Certify the Suit as a Class Action. *Id.* at ¶13. Such Complaint and Motion to Certify have since been amended, and the Parties stipulated in the Settlement Agreement to certification of one Settlement Class consisting of all individuals and entities who paid Fire Fees during the Settlement Class Period, or January 1, 2018, through the Court's entry of the Final Approval Order and Judgment. *See* Ex. B. The Court granted provisional class certification to the Settlement Class in the Preliminary Approval Order dated June 26, 2025.

C. Resolution of the Lawsuit

The Parties, without collusion, conducted numerous arm's length settlement negotiation discussions over several months before reaching the Settlement outlined in the Settlement

³ The County disputes Named Plaintiff's contentions and allegations, denies that the Fire Fee constitutes an illegal tax, does not admit any liability or wrongdoing, and agreed to settlement solely to avoid the cost and uncertainty of continued litigation.

Agreement. *See* Ex. A, Roberts Aff. at ¶17, 20; Ex. B. The Parties have no agreements in connection with the Settlement other than the Settlement Agreement. *See* Ex. B at Section 2.

The Settlement Agreement covers refunds for taxes paid in the form of Fire Fees from 2018 to 2025. Ex. A at ¶22. The direct benefit to the Class Members is the creation of a cash fund in the amount of One Million Dollars and No/100 (\$1,000,000.00) (*i.e.*, the “Aggregate Refund Fund”). *Id.* at ¶23. The Aggregate Refund Fund provides an immediate cash benefit for the Class Members. *Id.* at ¶30.

The County has agreed to pay the Aggregate Refund Fund as follows:

1. \$150,000.00 on or before July 15, 2025 (the “First Aggregate Refund Fund Payment”);
2. \$250,000.00 on or before January 15, 2026 (the “Second Aggregate Refund Fund Payment”);
3. \$250,000.00 on or before July 15, 2026 (the “Third Aggregate Refund Fund Payment”); and
4. \$350,000.00 on or before January 15, 2027 (the “Fourth Aggregate Refund Fund Payment”).

Id. at ¶24; Ex. B at Section 2. In the event that Defendant fails to make the payment into the Aggregate Refund Fund as provided in the Settlement, post judgment interest shall accrue at the rate of 7% per annum as set by O.C.G.A. § 7-4-2(a)(1)(A) on said amount until paid in full. Ex. B. at ¶25.

As fully stated in the Settlement Agreement, each Settlement Class Member will receive his or her proportional share of the Net Consideration (as defined the Settlement Agreement) in accordance with the Settlement Agreement. Each Settlement Class Member’s proportional share of the Net Cash Consideration is determined based on the fire fees paid by each Settlement Class Member during the Settlement Class Period and the total amount available for distribution after

deducting Court-Awarded Class Counsel Fees, Costs, and Expenses, Service Awards, and Notice and Administration Costs from the Total Cash Consideration. *Id.* at ¶26-27. For a detailed explanation of the calculation of each Settlement Class Member, the identification of the address to which each refund check shall be mailed, and the overall process of issuing refunds, see Section 2 of the Settlement Agreement.

III. APPROVAL OF ATTORNEY’S FEES AND EXPENSES

A. The Court should approve the attorney’s fees and costs requested.

The Proposed Class Counsel Fee should be approved by the Court. Fee requests for common fund class actions such as this are analyzed under the factors set forth in *Camden I Condominium Association, Inc., et al v. Dunkle*, 946 F.2d 768 (11th Cir. 1991) (the “Camden I Factors”). As set forth below, in consideration of the Camden I Factors, including the extraordinary relief obtained for the Class Members, the Court should conclude that the Proposed Class Counsel Fee is appropriate, fair, and reasonable and should be approved. *See In re Cardizem CD Antitrust Litigation*, 218 F.R.D. 508, 534 (E.D. Mich. 2003) (“Society’s stake in rewarding attorneys who can produce such benefits in complex litigation such as in the case at bar counsels in favor of a generous fee.”) (Ellipsis and quotation marks omitted)).

i. The law provides that class counsel fees are to be awarded from the common fund created through their efforts.

Under Georgia law, tax refund actions under the Refund Statute, such as this case, are considered common fund cases. *See Barnes v. City of Atlanta*, 281 Ga. 256, 260, 637 S.E.2d 4, 7 (2006).⁴ Where a common fund is generated in litigation for the benefit of persons other than the

⁴ *See also Coleman v. Glynn County*, CE12-01785-063, CE13-01480-063 and CE14-00750-063, Superior Court of Glynn County, Order on Attorney’s Fees and Costs and Service Award (Nov. 8, 2019) at ¶2; *Altamaha Bluff, LLC, et al. v. Thomas, et al.*, 14CV0376, Superior Court of Wayne County, Order on Attorney’s Fees and Costs and Service Award (Oct. 19, 2020) at ¶2; *Toledo Manufacturing Co., et al. v. Charlton County*, SUCV201900232, Superior

named plaintiff, reasonable attorney's fees are paid from the fund. Similar to this Lawsuit, the *Barnes* case was a class action under the Refund Statute that sought a refund of occupation taxes imposed by the City of Atlanta on attorneys. In that context, the Supreme Court of Georgia explained that:

a person who at his own expense and for the benefit of persons in addition to himself, maintains a successful action for the preservation, protection or creation of a common fund in which others may share with him is entitled to reasonable attorney fees from the fund as a whole.

Id. at 260 (internal citations omitted).⁵

Further, the United States Supreme Court and the Eleventh Circuit have recognized that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to reasonable attorney's fees from the fund as a whole. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”). *See also Camden I*, 946 F.2d at 771 (“Attorneys in a class action in which a common fund is created are entitled to compensation for their services from the common fund, but the amount is subject to court approval.”). As explained by the United States District Court for the

Court of Charlton County, Order on Attorney's Fees and Costs and Service Award at ¶2 (Dec. 10, 2020); *Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of The City of Savannah*, Civil Action No. SPCV20-007667-MO, Superior Court of Chatham County, Amended Order on Attorney's Fees and Costs and Service Award at ¶2 (Feb. 23, 2021); *Bailey v. McIntosh County, Georgia*, Civil Action No. SUV2021000009, Superior Court of McIntosh County, Order on Attorney's Fees and Costs and Service Award at ¶2 (May 5, 2022); *VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah*, Civil Action Number SPCV21-00789-CO, Superior Court of Chatham County, Order on Attorney's Fees and Service Award at ¶2 (Sept. 15, 2023); and *Robert E. Anderson v. Chatham County*, Civil Action No. SPCV21-01165-CO, Order on Attorney's Fees and Costs and Service Award (Mar. 1, 2024).

⁵ *Accord Coleman supra*; *Altamaha Bluff, LLC supra*; *Toledo Manufacturing Co., et al. supra*; *Old Town Trolley Tours of Savannah, Inc. supra*; *Bailey, et al. supra*; and *VTAL supra*.

Northern District of Georgia, adequate compensation promotes the availability of counsel for aggrieved persons. *See Lunsford v. Woodforest Nat'l Bank*, 2014 WL 12740375 (N.D. Ga. 2014).

The controlling authority for awarding attorney's fees in common fund cases in the Eleventh Circuit is *Camden I*.⁶ *See In re Equifax, Inc. Customer Data Security Breach Litigation*, 2020 WL 256132, at *31 (N.D. Ga. Mar. 17, 2020), *aff'd in part, rev'd in part and remanded by In re Equifax, Inc. Customer Data Security Breach Litigation*, 999 F.3d 1247 (11th Cir. 2021). Georgia courts rely on *Camden I* when awarding fees in a common fund case. *See Friedrich v. Fidelity Nat'l Bank*, 247 Ga. App. 704, 545 S.E.2d 107 (2001). In *Camden I*, the Eleventh Circuit held that:

the percentage of the fund approach [as opposed to the lodestar approach] is the better reasoned in a common fund case. Henceforth in this circuit, attorneys' fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class.

Camden I, 949 F.2d at 774. *See also McGaffin, et al. v. Argos USA, LLC*, 2020 WL 3491609, at *8 (S.D. Ga. Jun. 26, 2020) ("In the Eleventh Circuit, the calculation of attorneys' fees in class actions is done under the percentage method."); *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1362 (S.D. Fla. 2011) ([T]he Eleventh Circuit made clear in *Camden I* that percentage of the fund is the exclusive method for awarding fees in common fund class actions."); *accord Barnes*, 275 Ga. App. 385 (awarding a percentage of the common fund as attorneys' fees in a tax refund case under the Refund Statute).

⁶ Since its enactment in 1966, Georgia courts have read the state class action statute (O.C.G.A. § 9-11-23) to track the Federal Rule 23, and in 2003, O.C.G.A. § 9-11-23 was in fact modified to conform to the federal rule. Thus, Georgia courts rely on federal cases interpreting Federal Rule 23 when interpreting O.C.G.A. § 9-11-23. *See Sta-Power Indus., Inc., v. Avant*, 134 Ga. App. 952-953 (1975) ("Since there are only a few definitive holdings in Georgia on [O.C.G.A. § 9-11-23], we also look to federal law to aid us."). Similarly, it is appropriate to look to federal law when considering an approval of attorney's fees and costs in a class action.

Thus, the only question before the Court is: what percentage constitutes a reasonable percentage of the fund established for the benefit of the class. A “court has wide discretion to award attorneys’ fees based on its own expertise and judgment because of the [] court’s superior understanding of the litigation and the desirability of avoiding frequent appellate review of what essentially are factual matters.” *Taylor, et al. v. Service Corporation International, et al.*, 2023 WL 2346295 (S.D. Fla. Mar. 3, 2023) (citing *Dikeman v. Progressive Express Ins.*, 312 Fed. Appx. 168, 171 (11th Cir. 2008) (citation and internal punctuation omitted).

ii. Application of the Camden I factors supports the requested fee.

As a general rule, the Eleventh Circuit has provided a set of factors Georgia courts rely on when determining a reasonable percentage to award class action counsel:

1. the time and labor required;
2. the novelty and difficulty of the relevant questions;
3. the skill required to properly carry out the legal services;
4. the preclusion of other employment by the attorney as a result of his acceptance of the case;
5. the customary fee;
6. whether the fee is fixed or contingent;
7. time limitations imposed by the clients or the circumstances;
8. the results obtained, including the amount recovered for the clients;
9. the experience, reputation, and ability of the attorneys;
10. the “undesirability” of the case;
11. the nature and the length of the professional relationship with the clients; and
12. fee awards in similar cases.

Camden I, 946 F.2d at 772, n.3 (citing factors originally set forth in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)). Such factors support the award of the requested fee in this case.

1. Class Counsel achieved an excellent result for the class.

The eighth *Camden I* Factor looks to the amount involved in the litigation with particular emphasis on the monetary results achieved in the case by class counsel. *See Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185 (S.D. Fla. 2006). As one court explained, in common fund

cases “the monetary amount of the victory is often the true measure of [counsel’s] success.” *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1269 (D.C. Cir. 1993). Additionally, the Advisory Committee notes to Federal Rule of Civil Procedure 23 state that there are no “rigid limits” on attorney’s fees but “the relief actually delivered to the Class can be a significant factor in determining the appropriate award.” Fed. R. Civ. P. 23 Advisory Comm.’s Note 2018 amend.

Here, the result obtained provides for the recovery of illegal taxes levied and collected based on the County’s failure to comply with the Georgia Constitution and Georgia law. The direct benefits to the Class Members include the creation of a cash fund (*i.e.*, the Aggregate Refund Fund) in the amount of \$1,000,000.00. *See* Ex. A, Roberts Aff. at ¶23. Under the terms of the Settlement Agreement, each Settlement Class Member (as defined in the Settlement Agreement) will receive his or her proportional share of the Aggregate Refund Fund less Fees and Expenses based on his or her calculated tax refund as a percentage of the total calculated refunds for all class members (as defined in the Settlement Agreement). *Id.* at ¶28. *See Creed v. Benco Dental Supply Co.*, No. 3:12-CV-01571, 2013 WL 5276109, at *4 (M.D. Pa. Sept. 27, 2013) (“Settling for close to the amount of full liability represents a respectable victory for the class members...”); *accord Barnes*, 281 Ga. at 260 (upholding the use of the common fund doctrine as a matter of policy on the grounds that allowing class members to obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant’s expense). It is anticipated that the Aggregate Refund Fund will return roughly 25% of the Fire Fees paid to class members. However, courts regularly find settlements to be fair even where “[p]laintiffs have not received the optimal relief.” *Warren v. City of Tampa*, 693 F. Supp. 1051, 1059 (M.D. Fla.1988). *See also Int’l Brotherhood of Elec. Workers Local 697 Pension Fund v. Int’l Game Tech., Inc.*, 2012 WL 5199742, at *3 (D. Nev. Oct. 19, 2012) (approving \$12.5 million settlement representing 3.5% of damages).

The outcome in the Settlement Agreement is truly an excellent result for the Settlement Class Members and weighs strongly in favor of awarding the Proposed Class Counsel Fee. *See Williams v. Naples Hotel Grp., LLC*, No. 6:18-cv-422-Orl-37DCI, 2019 WL 3804930, at *4 (M.D. Fla. July 29, 2019) (“The result achieved is a major factor in making a fee award.”).

2. The time and labor required, preclusion from other employment, and the time limits imposed support the requested fee.

The first, fourth, and seventh *Camden I* Factors – the time and labor, preclusion of other employment, and the time limitations imposed – support Class Counsel’s fee request. In short, Class Counsel engaged in this Lawsuit against a worthy, highly competent adversary representing the County. *See* Ex. A, Roberts Aff. at ¶42.

Class Counsel spent a substantial number of hours investigating the refund claims and potential damages, expended significant resources researching and developing the claims and legal theories presented in the Complaint and amendments thereto, conducted early, informal discovery including investigation of facts, the law and extensive analysis and calculation of the damages and refunds potentially owed, issued numerous Open Records Requests (“ORRs”) to the County, and overall thoroughly researched the facts of this Lawsuit. *Id.* at ¶34, ¶37, ¶52, ¶14-16. Class Counsel further devoted time and effort to preparing a comprehensive damage analysis and calculation of the aggregate total refund owed. *Id.* at ¶38. The comprehensive damage analysis and calculation of the aggregate total refund owed was integral to negotiating the Settlement with the County. *Id.* at ¶39.

Although Class Counsel was able to reach the Settlement in this Lawsuit more efficiently than in some other cases,⁷ this reflects Class Counsel's experience in handling tax refund matters. Class Counsel knew the work and investigation that was required in order to reach a fair, adequate and reasonable Settlement. Moreover, based on lead Class Counsel's experience with tax refund cases, Class Counsel knew the issues they faced at every stage in the Lawsuit, knew the potential refund recovery to be had and the chance of achieving it. Similarly, this experience enabled Class Counsel to convince the County not only that Class Counsel were adequate to the task and willing to do what it took to achieve an excellent result, but that they genuinely understood – for both sides – what the case was worth given the law, facts, and risks.

In sum, the total number of hours invested by Class Counsel and their staff on this Lawsuit is not less than 468.05. *See* Ex. A, Roberts Aff. at ¶52. This Lawsuit took a significant amount of Class Counsel's time and frequently required prioritizing this Lawsuit over other work and/or required turning down new work that would have interfered with the vigorous prosecution of this Lawsuit. *See* Ex. A, Roberts Aff. at ¶53. *See Yates v. Mobile Cnty. Pers. Bd.*, 719 F.2d 1530, 1535 (11th Cir. 1983) (finding that the expenditure of time necessarily had some adverse impact upon the ability of counsel for plaintiff to accept other work, and this factor should raise the amount of the award); *see also Stalcup v. Schlage Lock Co.*, 505 F. Supp. 2d 704, 708 (D. Colo. 2007) (noting that priority of work that delays an attorney's other work is entitled to a premium). Significantly, Class Counsel expended this time and effort without any assurance that it would ever be compensated for its hard work. The amount of time and labor invested by Class Counsel at the

⁷ *See, e.g., Altamaha Bluff, LLC, et al. v. Thomas, et al., supra* (case pending for six (6) years), and *Coleman v. Glynn County, supra* (case pending for seven (7) years).

expense of other work (and without assurance of compensation) weighs heavily in favor of the Proposed Class Counsel Fee.

3. The Lawsuit involved difficult issues and presented risk of nonpayment.

The second, sixth, and tenth *Camden I* Factors – the novelty and difficulty of the issues, whether the fee is contingent, and the “undesirability” of the case – support Class Counsel’s fee request. In undertaking to prosecute this complex Lawsuit entirely on a contingent fee basis, Class Counsel assumed a significant risk of non-payment or underpayment. *See* Ex. A, Roberts Aff. at ¶33. That risk warrants an appropriate Class Counsel fee. Indeed, as the District Court for the Northern District of Georgia recently explained, “[a] contingency fee arrangement often justifies an increase in the award of attorneys’ fees. A large award is justified because if the case is lost a lawyer realizes no return for investing time and money in the case.” *Equifax*, 2020 WL 256132, at *33 (internal quotations and citation omitted). *See also Lunsford v. Woodforest Nat’l Bank*, 2014 U.S. Dist. LEXIS 200716, at *14 (“a contingency fee arrangement often justifies an increase in the award of attorney’s fees.”) (Internal citations omitted)); *In re Continental III. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent fee basis, plaintiffs’ counsel must be adequately compensated for risk of non-payment). “Lawyers who are to be compensated only in the event of victory expect and are entitled to be paid more when successful than those who are assured of compensation regardless of result.” *Jones v. Diamond*, 636 F.2d 1364, 1382 (5th Cir. 1981) overruled on other grounds by *International Woodworkers of America, et al. v. Champion Intentional Corp.*, 790 F.2d 1174 (5th Cir. 1986). This is so because of the risk that after investing a substantial number of hours class counsel may receive no compensation whatsoever.

Furthermore, the risks of contingent litigation are highlighted by cases lost after thousands of hours were invested in successfully opposing motions to dismiss and pursuing discovery. “Precedent is replete with situations in which attorneys representing a class have devoted substantial resources in terms of time and advanced costs yet have lost the case despite their advocacy.” *In re Xcel Energy, Inc. Sec., Derivative & ERISA Litig.*, 364 F. Supp. 2d 980, 994 (D. Minn. 2005).

Public policy concerns also support the requested fee. Class Counsel’s prosecution of this Lawsuit not only vindicates the current Class Members’ individual refund claims now but further ensures the continued availability of experienced and capable counsel to represent classes of plaintiffs who hold valid but small individual claims. *See* Ex. A, Roberts Aff. at ¶44. In this regard, the United States District Court for the Northern District of Georgia recognized:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer...A contingency fee arrangement often justifies an increase in the award of attorney’s fees. This rule helps assure that the contingency fee arrangement endures. If this “bonus” methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

George v. Academy Mortg. Corp., 369 F. Supp. 3d 1356, 1373-74 (N.D. Ga. 2019). The District Court for the Southern District of Florida also explicitly recognized in a recent class action lawsuit that “[g]iven the positive societal benefits to be gained from attorneys’ willingness to undertake this kind of difficult and risky, yet important, work, such decisions must be properly incentivized.” *In Re: Checking Account Overdraft Litigation*, 2020 WL 4586398, at *20 (S.D. Fla. Aug. 10, 2020).

Class Counsel faced numerous risks throughout the pendency of this Lawsuit including the inherent risk of failing to obtain class certification or having the Lawsuit dismissed at the pleadings stage or upon a motion for summary judgment. Yet, despite Class Counsel’s efforts in litigating

this Lawsuit, Class Counsel remains uncompensated for the time invested and uncompensated for the expenses advanced on behalf of the Class. *See* Ex. A, Roberts Aff. at ¶33. There can be no doubt that this Lawsuit entailed a substantial risk of nonpayment for Class Counsel and involved difficult issues. The assumption of this risk and investment by Class Counsel without assurance of payment weighs heavily in favor of the Proposed Class Counsel Fee.

4. The requested fee comports with fees awarded in similar cases.

The fifth and twelfth *Camden I* Factors – the customary fee and awards in similar cases – supports approval of Class Counsel’s fee request. The Eleventh Circuit explained that “[t]here is no hard and fast rule mandating a certain percentage of a common fund which may reasonably be awarded as a fee because the amount of any fee must be determined upon the facts of the case.” *Camden I*, 946 F.2d at 774. *See also Equifax*, 2020 WL 256132, at *31 (confirming *Camden I* does not require any particular percentage). However, the *Camden I* Court noted that “an upper limit of 50% of the fund may be stated as a general rule, although even larger percentages have been awarded.” *Camden I*, 946 F.2d at 774-75 (internal citations omitted). In other words, the Court could award as much as 50% of the Aggregate Refund Fund as fees. Class Counsel, however, is seeking an award of fees that is much less than this upper limit.

While the Eleventh Circuit set the upper limit at 50% for common fund cases, the Georgia Supreme Court established what should be considered a floor of 33.3% for class counsel fees in the particular context of a tax refund class action under the Refund Statute. *See e.g., Barnes, et al v. City of Atlanta*, 275 Ga. App. 385, 620 S.E.2d 846 (2005), rev’d on other grounds, *Barnes*, 281 Ga. 256 (2006) (awarding 33.3%). Notably, however, this fee was set in a case that started more than twenty years ago in 1999 when 33.3% was the customary contingency percentage. *See e.g., Gaskill v. Gordon*, 942 F. Supp. 382, 387-88 (N.D. Ill. 1996), *aff’d*, 160 F.3d 361 (7th Cir. 1998)

(finding that 33% is the norm, but still awarding 38% of settlement fund). Today, 40% is the customary contingency percentage in standard contingency cases while 50% is the customary contingency fee for tax refund and tax appeal cases. *See* Ex. A, Roberts Aff. at ¶¶47-48.

Here, the Proposed Class Counsel Fee, which is 40% of the Aggregate Refund Fund, falls within the range of reasonable fee awards for both class actions and in the market generally. Significantly, courts ruling on class action fee petitions have held that “[t]he percentage method of awarding fees [i.e., fees in common fund cases] in class actions is consistent with, and is intended to mirror, practice in the private marketplace where attorneys typically negotiate percentage fee arrangements with their clients.” *Pinto v. Princess Cruise Lines, Ltd d/b/a Princess Cruises*, 513 F. Supp. 2d 1334, 1340 (S.D. Fla. 2007).

In fact, the fees sought in this action are the exact percentage that was awarded in *Coleman, supra*, *Altamaha Bluff, LLC, et al., supra*, *Toledo Manufacturing Co., et al. supra*; *Old Town Trolley Tours of Savannah, Inc. supra*; *Bailey, supra*; *VTAL, supra*; *Anderson, supra*; *Deer Run Timber, LLC, supra*; and *Grange Investments, LLC v. City of Port Wentworth, supra*. All nine (9) of such cases were class action refund cases. Finally, class counsel fees of 40% or more of a common fund are routinely approved by Courts across the Country. *See, e.g. In re Ampicillin Antitrust Litig.*, 526 F. Supp. 494, 498 (D.D.C. 1981) (45% of the common fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F. Supp. 1195, 1199 (S.D.N.Y. 1979), *aff’d*, 622 F.2d 1106 (2d Cir. 1980) (approximately 53% of the common fund); *Zinman v. Avemco Corp.*, 1978 WL 5686 (E.D. Pa. Jan. 18, 1978) (50%); *Howes v. Atkins*, 668 F. Supp. 1021 (E.D. Ky. 1987) (40% of the common fund). The record here leaves no doubt that the Proposed Class Counsel Fee is appropriate and comports with attorney’s fees awarded in similar cases and, accordingly, this factor favors the proposed fee award.

5. The Lawsuit required a high level of skill.

The third, ninth and eleventh *Camden I* Factors – the skill, experience, reputation and ability and nature and length of professional relationship with the client – also support approval of Class Counsel’s fee request. The Class Members were represented in this Lawsuit by competent counsel with extensive experience. *See* Ex. A, Roberts Aff. at ¶¶3-9. Class Counsel have conferred a significant benefit on the Class, and the outcome was made possible by Class Counsel’s extensive experience in tax law and tax refund matters as well as experience with complex litigation. *Id.*; *see In Re: Checking Account Overdraft Litigation*, 2020 WL 4586398, at *19 (“In the private marketplace, counsel of exceptional skill commands a significant premium. So too should it be [for class actions].”).

In evaluating the quality of representation by Class Counsel, the Court should also consider the quality of opposing counsel. *See Camden I*, 946 F.2d 772 n.3. *See also Equifax*, 2020 WL 256132, at *33. In this Lawsuit, the County was well-represented by extremely capable counsel, including Bradley J. Watkins, Esquire, and Amanda L. Szokoly, Esquire. *See* Ex. A, Roberts Aff. at ¶42. They were worthy, highly competent, and professional adversaries. *Id.* The County, through its counsel, mounted a vigorous defense, and the Settlement Agreement was only reached after extensive negotiations concerning the parameters and provisions of a fair, reasonable, and adequate settlement. *Id.* at ¶43. *See Warner Commc’ns. Secs. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y. 1985) (“The quality of opposing counsel is also important in evaluating the quality of plaintiffs’ counsels’ work.”); *In re WorldCom, Inc. Secs. Litig.*, 388 F. Supp. 2d 319, 357-58 (S.D.N.Y. 2005) (finding counsel “obtained remarkable settlements for the Class while facing formidable opposing counsel”). The highly skilled defense counsel that Class Counsel faced also weighs in favor of approval of the fee request.

iii. The expense request is appropriate.

Class Counsel requests approval of reimbursement from the Aggregate Refund Fund of litigation costs and expenses advanced by Class Counsel at Roberts Tate, LLC in the amount of \$28,036.47. *See* Ex. A, Roberts Aff. at ¶54. This sum corresponds to certain actual out-of-pocket costs and expenses that Class Counsel necessarily incurred and paid in connection with the prosecution and settlement of this Lawsuit. *Id.* Documentation supporting the fees incurred is attached as Exhibit “1” to the Roberts Affidavit.

Under the common fund doctrine, class counsel is entitled to reimbursement of all reasonable out of pocket litigation expenses and costs in the prosecution of claims and in obtaining settlement. “Expense awards are customary when litigants have created a common settlement fund for the benefit of a class.” *In re F & M Distributors, Inc. Sec. Litig.*, 1999 U.S. Dist. LEXIS 11090, at *20 (E.D. Mich. June 29, 1999) (approving reimbursement of \$584,951.20 in expenses). Courts have found that when class counsel has advanced litigation expenses on behalf of the class and has necessarily lost the use of that money, the expenses are considered reasonable and necessary. *See George*, 369 F.Supp.3d at 1386 (“Because Class Counsel has lost the use of this money for nearly three years, the expenses required are reasonable and necessary” (*citing McLendon v. PSC Recovery Sys.*, No. 1:06-CV-1770-CAP, 2009 WL 10668635, at *3 (N.D. Ga. June 2, 2009))). Here, Class Counsel has lost the use of the advanced litigation costs.

In order to determine if the expenses are compensable in a common fund case, the court considers whether the particular costs are the type routinely billed by attorneys to paying clients in similar cases. *See Cardizem*, 218 F.R.D. at 535. The litigation costs sought in this Lawsuit by Class Counsel are the type routinely charged by Roberts Tate, LLC to their hourly fee-paying

clients. *See* Ex. A, Roberts Aff. at ¶54. Accordingly, the Court should award Class Counsel reimbursement of Class Counsel's costs and expenses in the amount of \$28,036.47.⁸

B. The Court should approve payment to the Class Representative.

Georgia courts have consistently found service awards to be an efficient and productive way to encourage members of a class to become a class representative. Indeed, several Georgia Superior Courts have awarded service awards in class actions amounting to roughly 2-3% of the Aggregate Refund Fund:

- \$350,000.00 or 2% awarded in *Coleman v. Glynn County*, CE12-01785-063, CE13-01480-063 and CE14-00750-063, Superior Court of Glynn County, Order on Attorney's Fees and Costs and Service Award (Nov. 8, 2019);
- \$40,000.00 or 2.3% awarded in *Altamaha Bluff, LLC, et al. v. Thomas, et al.*, 14CV0376, Superior Court of Wayne County, Order on Attorney's Fees and Costs and Service Award (Oct. 19, 2020);
- \$40,000.00 or 3.07% awarded in *Toledo Manufacturing Co., et al. v. Charlton County*, SUCV201900232, Superior Court of Charlton County, Order on Attorney's Fees and Costs and Service Award (Dec. 10, 2020);
- \$55,000.00 or 2% awarded in *Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of The City of Savannah*, Civil Action No. SPCV20-007667-MO, Superior Court of Chatham County, Amended Order on Attorney's Fees and Costs and Service Award (Feb. 23, 2021);
- \$25,000.00 or 2.5% awarded in *Bailey v. McIntosh County, Georgia*, Civil Action No. SUV2021000009, Superior Court of McIntosh County, Order on Attorney's Fees and Costs and Service Award (May 5, 2022);
- \$87,500.00 or 2.5% awarded in *VTAL Real Estate, LLC v. Mayor and Aldermen of the City of Savannah*, Civil Action Number SPCV21-00789-CO, Superior Court of Chatham County, Order on Attorney's Fees and Service Award (Sept. 15, 2023);
- \$18,750 or 2.5% awarded in *Robert E. Anderson v. Chatham County*, Civil Action No. SPCV21-04465-CO, Order on Attorney's Fees and Costs and Service Award (Mar. 1, 2024); and

⁸ Class Counsel reserves the right to supplement the amount of fees incurred between now and when the Court considers the Parties' Joint Motion and Supporting Memorandum of Law for Final Approval of Class Action Settlement.

- \$2,500 or 2.5% awarded in *Deer Run Timber, LLC v. Johnson County*, Civil Action No. 2023-CV-0125 Order on Attorney's Fees and Costs and Service Award (Feb. 10, 2025); and
- \$47,500 or 2.5% awarded in *Grange Investments, LLC v. City of Port Wentworth*, Civil Action No. SPCV23-00216-KA, Superior Court of Chatham County, Order on Attorney's Fees and Costs and Service Award (June 10, 2025).

Here, Class Representative was active in this Lawsuit and provided invaluable assistance to counsel by, among other things, locating relevant documents, participating in conferences with Class Counsel and remaining ready to provide testimony in this Lawsuit on behalf of itself and the Class Members. In doing so, the Named Plaintiff was integral to forming the theory in this Lawsuit and reaching the Settlement Agreement. *See* Ex. A, Roberts Aff. at ¶31. It took the filing and prosecution of this Lawsuit for the County to refund Named Plaintiff and Class Members the illegally assessed and collected taxes in the form of Fire Fees from 2018 to 2025. Class Representative therefore requests a service payment in the total amount of \$25,000.00 (the "Service Payment"). The Service Payment represents 2.5% of the Aggregate Refund Fund. *Id.* at ¶32.

The Court should find that the Class Representative deserves to be compensated for its efforts on behalf of the Class Members. The magnitude of the relief that the Class Representative obtained on behalf of the Class alone justifies its requested service payment.

IV. CONCLUSION

For the reasons set forth herein, Class Counsel requests that the Court grant its Application for Attorney's Fees, Reimbursement of Expenses, and Service Award as reasonable under all applicable circumstances and factors and order such fees, expenses, and award be promptly paid within ten (10) days following the Effective Date (as defined in the Settlement Agreement) of the Settlement Agreement as funds permit with Class Counsel Costs and Expenses being paid in full

from the County's first settlement payment and the Class Representative Service Award and Class Counsel Fees being paid in pro rata shares from the first and subsequent County settlement payments until paid in full.

Respectfully submitted this 28th day of July, 2025.

ROBERTS TATE, LLC

/s/ James L. Roberts, IV

James L. Roberts IV

Georgia Bar No. 608580

jroberts@robertstate.com

V. Aidan Farris

Georgia Bar No. 581756

afarris@robertstate.com

James Paul Fountain

Georgia Bar No. 689127

jfountain@robertstate.com

2487 Demere Road, Suite 400
P.O. Box 21828
St. Simons Island, GA 31522
Attorneys for Named Plaintiff

CERTIFICATE OF SERVICE

I, James L. Roberts, IV, of Roberts Tate, LLC attorneys for Plaintiff Steven Schreck do hereby certify that, on this date, I served a copy of the foregoing APPLICATION FOR ATTORNEY'S FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARD TO CLASS REPRESENTATIVE to counsel of record for all parties by hand delivering a copy of the same and delivering via statutory electronic service to:

Bradley J. Watkins, Esquire
Amanda L. Szokoly, Esquire
BROWN, READDICK, BUMGARTNER,
CARTER, STRICKLAND & WATKINS, LLP
5 Glynn Avenue
Post Office Box 220
Brunswick, GA 31521

Attorneys for Defendant

This 28th day of July, 2025.

/s/ James L. Roberts, IV
James L. Roberts, IV

Exhibit "A"

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

CIVIL ACTION NO. 23-CV-00067

AFFIDAVIT OF JAMES L. ROBERTS, IV

STATE OF GEORGIA
COUNTY OF GLYNN

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, JAMES L. ROBERTS, IV, who after first being duly sworn states:

1.

My name is JAMES L. ROBERTS, IV, and I am competent in all respects to testify regarding the matters set forth herein. I have personal knowledge of the facts stated herein and know them to be true. This Affidavit is given voluntarily.

2.

This Affidavit is given in support of Class Counsel's Application for Attorney's Fees, Reimbursement of Expenses, and Service Award to Class Representative with Memorandum of Law in Support (the "Motion") in the above referenced class action (the "Lawsuit").

Introduction and Background

3.

I am a founding member and partner in the law firm of Roberts Tate, LLC. Roberts Tate, LLC is Class Counsel to Plaintiff Grange Investments, LLC (“Named Plaintiff”) and the Class in the Lawsuit. I am the primary and supervising attorney in this Lawsuit.

4.

I am an experienced litigator, and I am intimately familiar with this Lawsuit.

5.

I have been practicing law since 2001. Prior to forming Roberts Tate, LLC, I was a partner with the law firm of Gilbert, Harrell, Sumerford & Martin, P.C. Prior to that, I served as Law Clerk to the late Judge Anthony A. Alaimo.

6.

As part of my practice, I litigate large class action cases, and in addition to serving as Class Counsel in this Lawsuit, I have served as class counsel in numerous class and collective action cases including, but not limited to, the following: *Vanover et al v. West Telemarketing*, Southern District of Georgia, 2:06CV0098; *Clairday v. Tire Kingdom, Inc., et al*, Southern District of Georgia, 2:07cv0020; *Kerce v. West Telemarketing Corp, et al*, Southern District of Georgia 2:07cv0081; *Hamilton v. Montgomery County*, Superior Court of Montgomery County, 13CV159; *Altamaha Bluff, LLC, et al. v. Thomas, et al.*, Superior Court of Wayne County, 14-CV-0376; *Coleman v. Glynn County*, CE12-01785-063, CE13-01480-063; and CE14-00750-063, Superior Court of Glynn County; *Toledo Manufacturing Co., et al. v. Charlton County*, SUCV201900232, Superior Court of Charlton County; *Old Town Trolley Tours of Savannah, Inc. v. The Mayor and Aldermen of The City of Savannah*, Superior Court of Chatham County, Civil Action No. SPCV20-

007667-MO; *Bailey v. McIntosh County, Georgia*, Civil Action No. SUV2021000009, Superior Court of McIntosh County; *VTAL Real Estate, LLC v. The Mayor and Aldermen of The City of Savannah*, Superior Court of Chatham County, Civil Action No. SPCV21-00789-CO; *Anderson v. Chatham County*, Superior Court of Chatham County, Civil Action No. SPCV No. 21-01165-CO.; and *Deer Run Timber, LLC v. Johnson County*, Superior Court of Johnson County, Civil Action No. 2023-CV-0125; and *Grange Investments, LLC v. City of Port Wentworth*, Superior Court of Chatham County Civil Action No. SPCV23-00216-KA.

7.

I have extensive experience in tax law, including property tax law, and litigation having handled tax appeals and tax refund matters for thousands of parcels in over 60 counties in the State of Georgia as well as Florida, Virginia, Alabama and North Carolina at the administrative, trial court, and appellate court levels. I served on the Board of Governors of the State Bar of Georgia, am a past President of the Glynn County Bar Association, and am rated "Preeminent", the highest legal rating available from the leading legal rating service, Martindale Hubbell. I was named a Rising Star in 2006, 2009-2011, and 2014-2016 and a Super Lawyer for 2017-2023 by Super Lawyers Magazine.

8.

I regularly provide advice and counsel to clients on matters related to taxation and to the valuation of property for taxation, exemption and special use valuation programs.

9.

I am lead counsel for Named Plaintiff and the Class.

The Lawsuit

10.

Named Plaintiff retained Roberts Tate, LLC and agreed to be a class representative in this Lawsuit against Defendant Brooks County, Georgia (the “County” or “Defendant”) to recover refunds on behalf of itself and similarly situated taxpayers for illegal taxes levied and assessed in the form of fire fees (the “Fire Fees”) for 2018 to 2025. This Lawsuit is a refund class action and alleges that the County failed to comply with the Georgia Constitution and the Georgia law in assessing and levying Fire Fees.

11.

On March 15, 2023, Named Plaintiff commenced this Lawsuit, asserting claims for refunds on behalf of Named Plaintiff and all others similarly situated.

12.

After several stipulated extensions, the County filed an Answer on June 28, 2023.

13.

On March 23, 2023, Named Plaintiff filed a Motion with supporting Memorandum to Certify the Suit as a Class Action, and Named Plaintiff has since filed an amended Motion to Certify the Suit as a Class Action as well as several Amended Complaints.

14.

Our firm conducted early, informal discovery including investigation of facts, the law and extensive analysis and calculation of refunds potentially owed. Our firm issued numerous Open Records Requests (“ORRs”) to the City for documents.

15.

From the documents provided pursuant to the ORRs and the informal discovery provided by the County, we thoroughly researched the facts of this Lawsuit.

16.

The early, informal discovery and the research of the legal basis for this Lawsuit was conducted prior to filing the Complaint and before conducting settlement discussions with the County.

17.

The Parties conducted numerous settlement negotiation discussions over several months.

18.

Ultimately, the parties were able to reach a settlement (the “Settlement”). The Settlement is memorialized in Settlement Agreement.

19.

On June 23, 2025, the Parties filed a Joint Motion and Supporting Memorandum of Law for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Classes, Approval of Notice Program and to Schedule Final Approval Hearing. The Court entered the Preliminary Approval Order dated June 26, 2025.

Summary of the Settlement Agreement

20.

The Settlement Agreement was negotiated at arm’s length without collusion.

21.

The Parties have no agreements in connection with the Settlement other than the Settlement Agreement.

22.

The terms of the Settlement (which still must be approved by the Court at a Final Approval Hearing as set forth in the Preliminary Approval Order dated June 26, 2025) are set forth in the Settlement Agreement. The Settlement covers refunds for taxes paid in the form of Fire Fees from 2018 to 2025.

23.

The direct benefits to the Class Members include the creation of a cash fund in the amount of \$1,000,000.00 (the “Aggregate Refund Fund” or “Total Cash Consideration”).

24.

The County shall pay the Aggregate refund as follows:

- a) \$150,000.00 on or before July 15, 2025 (the “First Aggregate Refund Fund Payment”);
- b) \$250,000.00 on or before January 15, 2026 (the “Second Aggregate Refund Fund Payment”);
- c) \$250,000.00 on or before July 15, 2026 (the “Third Aggregate Refund Fund Payment”);
and
- d) \$350,000.00 on or before January 15, 2027 (the “Fourth Aggregate Refund Fund Payment”).

25.

In the event that Defendant fails to make the payment into the Aggregate Refund Fund as provided in the Settlement, post judgment interest shall accrue at the rate of 7% per annum as set by O.C.G.A. § 7-4-2(a)(1)(A) on said amount until paid in full.

26.

The Total Cash Consideration shall be used to fund and pay any and all (i) Notice and Administration Costs; (ii) Service Awards; and (iii) Court awarded Class Counsel Fees, Costs, and Expenses (combined and inclusive). The remainder of the Total Cash Consideration after deducting Notice and Administration Costs, Service Awards to the Plaintiff, and all Court awarded Class Counsel Fees, Costs, and Expenses shall be the "Net Cash Consideration."

27.

The Net Cash Consideration shall be allocated to Settlement Class Members (to be termed each such Settlement Class Member's "Cash Consideration") as follows:

- (i) If the sum of all Settlement Class Members' Maximum Cash Consideration¹ exceeds the Net Cash Consideration, each Settlement Class Member shall be paid his or her proportional share of the Net Cash Consideration, which share shall be calculated as follows: (Net Cash Consideration divided by the sum of all Settlement Class Members' Maximum Cash Consideration) multiplied by that Settlement Class Member's Maximum Cash Consideration; or
- (ii) If the sum of all Settlement Class Members' Maximum Cash Consideration is less than the Net Cash Consideration, each Settlement Class Member shall be paid his or her Maximum Cash Consideration, and the balance, if any, of the Net Cash Consideration shall revert to the County.

¹ As defined in the Settlement Agreement, "Maximum Cash Consideration" means the total amount of Fire Fees collected by the County from a Settlement Class Member during the Settlement Class Period, and which amount is the maximum amount of Cash Consideration that a Settlement Class Member is eligible for and may be paid as contemplated in this Agreement.

28.

Further, each Settlement Class Member will receive his or her pro-rata share of the Aggregate Refund Fund less Fees and Expenses based on his or her calculated tax refund as a percentage of the total calculated refunds for all class members (as defined in the Settlement). It is anticipated that the Aggregate Refund Fund will return roughly 25% of the Fire Fees paid to class members.

29.

Under the Settlement Agreement and after a stated period for providing notice, submitting claim forms, and objections, the Claim Administrator shall identify the Settlement Class Members entitled to refunds (the “Final Class Settlement Member List”) and the amount of individual refunds due (each Settlement Class Member’s Cash Consideration) and issue such Cash consideration to the Settlement Class Members via check. The Claim Administrator shall issue such checks within ninety (90) business days after the publication of the Final Settlement Class Member List following resolution by the Special Master of any claims or objections submitted.

30.

The Aggregate Refund Fund provides for an immediate cash benefit for the Class Members as set forth in the Settlement Agreement.

Service Award to Class Representative

31.

As class representative, Named Plaintiff was active in this Lawsuit and has provided invaluable assistance to counsel by, among other things, locating relevant documents, participating in conferences with Class Counsel, and remaining ready to provide testimony in this Lawsuit on

behalf of itself and the Class Members. In doing so, the Named Plaintiff was integral to forming the theory in this Lawsuit and reaching the Settlement Agreement.

32.

Class Representative requests a service payment in the amount of \$25,000 which represents 2.5% of the Aggregate Refund Fund.

Attorney's Fees

33.

In undertaking to prosecute this complex case entirely on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. Despite our effort in litigating this Lawsuit, we remain completely uncompensated for the time invested and expenses advanced in this Lawsuit.

34.

We spent a substantial number of hours investigating the refund claims based on the County's failure to comply with the law in levying taxes in the form of Fire Fees.

35.

The proposed class exceeds 9,400 members for each of the tax years at issue. For many of these taxpayers we reviewed property tax record cards, tax bills, and detailed County documents identifying the payers of the Fire Fee.

36.

All of this information was essential to our ability to understand the facts, scope of the refund claims, and the amount of potential refunds owed to the Class.

37.

We expended significant resources researching and developing the legal theories and claims presented in the Complaint including each of the amendments thereto and the damages analysis that ultimately led to the proposed settlement.

38.

Additionally, we devoted time and effort to preparing a comprehensive damage analysis and calculation of the aggregate total refund owed.

39.

The comprehensive damage analysis and calculation of the aggregate total refund owed was integral to negotiating the Settlement Agreement with the County.

40.

Legal issues have been thoroughly researched, and I have briefed and argued similar issues in other class action matters. I am very familiar with the statutory requirements for refund matters under the Refund Statute.

41.

The time and resources we devoted to prosecuting and settling this Lawsuit readily justifies the requested fee. Each of the above-described efforts taken was essential to achieving the Settlement Agreement and the excellent results for the Class.

42.

The County is represented by extremely capable counsel, including Bradley J. Watkins, Esquire, and Amanda L. Szokoly, Esquire. The County's attorneys were worthy, highly competent, and professional adversaries.

43.

The County's attorneys mounted vigorous defenses, and the Settlement Agreement was only reached after extensive negotiations concerning the parameters and provisions of a fair, reasonable, and adequate settlement.

44.

Ensuring the continued availability of experienced and capable counsel to represent classes of plaintiffs holding valid but small individual claims also supports the requested fee.

45.

Class Counsel requests the payment of \$400,000.00 which represents 40% of the Aggregate Refund Fund.

46.

When analyzing the 40% in fees sought in relation to the Aggregate Refund Fund, the percentage falls below the standard contingency fee arrangement for tax refunds and tax appeal matters throughout Georgia.

47.

Based on my extensive experience in handling tax refund cases throughout Georgia, the typical contingency agreement is for 50% of the refund obtained in tax refund cases and 50% of the tax savings in tax appeal cases.

48.

Moreover, approval of Class Counsel's 40% fee of the Aggregate Refund Fund falls within the range of the private marketplace where contingent fee arrangements of 40% of the recovery are typical.

49.

I have personal knowledge of and I am very familiar with the work performed and hours expended by the attorneys and the paralegals in connection with this Lawsuit.

50.

All of the work performed by all the attorneys and the paralegals in this Lawsuit was at my direction and under my direct supervision. I directed, assisted, reviewed, edited, finalized and approved all work performed by all attorneys and paralegals in connection with this Lawsuit. Litigation in lawsuits such as these requires counsel highly trained in class action law and procedure as well as specialized knowledge of tax refunds and tax law.

51.

So far, the total number of attorney hours spent on this Lawsuit by Roberts Tate, LLC is not less than 424.10 and the total number of paralegal hours spent on this Lawsuit is not less than 43.95 for a total of not less than 468.05.

52.

All of the work necessitated by this Lawsuit diverted time and resources from other matters and frequently required the prioritizing of this Lawsuit over other work and/or required the turning down of new work that would have interfered with the vigorous prosecution of this Lawsuit.

Advanced Litigation Expenses

53.

Class Counsel's request for approval of reimbursement from the Aggregate Refund Fund of \$28,036.47 in litigation costs and expenses advanced by Roberts Tate LLC so far is reasonable and justified. This sum corresponds to certain actual out-of-pocket costs and expenses that Class Counsel necessarily incurred and paid in connection with the prosecution and settlement of this

Lawsuit. These litigation costs are the type routinely charged by Roberts Tate, LLC to its hourly fee-paying clients. Copies of documentation supporting the fees incurred is attached as Exhibit "1".

FURTHER AFFIANT SAITH NOT.



James L. Roberts, IV

Sworn to and subscribed before me this
28th day of July, 2025:



Notary Public

My Commission Expires: 12/14/2027

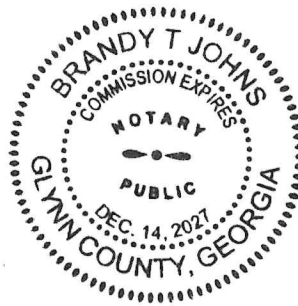


Exhibit "1"

Roberts Tate LLC

2487 Demere Road, Suite 400
St. Simons Island, GA 31522

INVOICE

Invoice # 973
Date: 07/28/2025
Due Upon Receipt

Brooks Fire Fee

Statement of Account

Outstanding Balance		New Charges		Total Balance
\$0.00	+	\$184,911.47	=	\$184,911.47

2530.00

Class Action

Services

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	MF	02/03/2023	Conference with Jay Roberts, Esquire and class representative; Review emails; Review case	2.50	\$325.00	\$812.50
Service	JLR	02/03/2023	call with client, researching brooks county fire tax issues	1.00	\$450.00	\$450.00
Service	CT	02/06/2023	Draft and send ORR re: Resolution, list of charged parcels, digital digest	1.00	\$150.00	\$150.00
Service	JLR	02/07/2023	research for case	2.20	\$450.00	\$990.00
Service	PU	02/08/2023	Researched property owned by S. Schreck; drafted contingency agreement and Consent to Serve as Class Rep for S. Schreck; sent same to J. Roberts; sent to S. Schreck via docusign	1.30	\$150.00	\$195.00
Service	MF	02/09/2023	Review case; Review ORR requests; Conduct research; review documents from client	3.50	\$325.00	\$1,137.50
Service	MF	02/13/2023	Review case; Review ORR requests; Conduct research; review documents from client; Review ordinance	4.00	\$325.00	\$1,300.00
Service	MF	02/14/2023	Conference with Jay Roberts, Esquire	1.50	\$325.00	\$487.50

			regarding case status; Conduct research regarding Fire Fee			
Service	JLR	02/14/2023	research for case, review ordinance	1.50	\$450.00	\$675.00
Service	BTJ	02/16/2023	fire fee research	1.00	\$150.00	\$150.00
Service	MF	02/17/2023	Conduct research regarding Fire Fee; Review ORR; Review ordinance; Draft complaint	3.80	\$325.00	\$1,235.00
Service	MF	02/21/2023	Conference with Jay Roberts, Esquire regarding case status; Review parcels owned by class representative; Draft Complaint	3.50	\$325.00	\$1,137.50
Service	JLR	02/21/2023	call with Carrie and Marsha re: class rep, working on complaint	1.20	\$450.00	\$540.00
Service	BTJ	02/21/2023	fire fee research	2.00	\$150.00	\$300.00
Service	CT	02/21/2023	Draft and send ORR re: list of amounts charged, explanation of fees billed	1.00	\$150.00	\$150.00
Service	MF	02/23/2023	Review mobile home fire fee; Review ordinance; Review documents from client	1.50	\$325.00	\$487.50
Service	MF	02/24/2023	Draft complaint; Conduct research; Review file	4.00	\$325.00	\$1,300.00
Service	BTJ	02/24/2023	fire fee research	1.00	\$150.00	\$150.00
Service	MF	02/27/2023	Draft complaint; Prepare exhibits	2.80	\$325.00	\$910.00
Service	CT	02/27/2023	Calculate fire fees billed	1.10	\$150.00	\$165.00
Service	MF	03/01/2023	Draft complaint; Review file	1.50	\$325.00	\$487.50
Service	MF	03/01/2023	Conduct research regarding fee vs tax, special benefit, ad valorem taxes, fire fees in other jurisdictions, special districts	5.00	\$325.00	\$1,625.00
Service	MF	03/02/2023	Draft complaint; Review file; Conference with Jay Roberts, Esquire	1.50	\$325.00	\$487.50
Service	MF	03/02/2023	Conference with Jay Roberts, Esquire regarding next steps; Conduct research regarding fee vs tax, special benefit, ad valorem taxes, fire fees in other jurisdictions, special districts	5.50	\$325.00	\$1,787.50
Service	JLR	03/03/2023	working on complaint	2.50	\$450.00	\$1,125.00
Service	MF	03/03/2023	Draft complaint; Review file	1.00	\$325.00	\$325.00

Service	MF	03/04/2023	Draft complaint; Draft motion for class certification; Draft memorandum of law in support thereof	5.50	\$325.00	\$1,787.50
Service	MF	03/06/2023	Conference with Jay Roberts, Esquire regarding next steps	0.20	\$325.00	\$65.00
Service	PU	03/08/2023	Call with Steve re Verification, emailed client copy of Complaint	0.30	\$150.00	\$45.00
Service	PU	03/10/2023	Call with Steve Schreck (class rep) re verification, consent, and fee agreement; receipt of Verification via fax; emails to/from M. Flora regarding the same; researched Brooks Board Members for Summons, call with M. Flora re client concerns	2.00	\$150.00	\$300.00
Service	MF	03/13/2023	Conference with Jay Roberts, Esquire regarding next steps; Draft motion and memo regarding class certification	6.00	\$325.00	\$1,950.00
Service	JLR	03/13/2023	call client, call with Marsha, revise fee agreement	0.50	\$450.00	\$225.00
Service	MF	03/14/2023	Draft motion and memo regarding class certification	4.50	\$325.00	\$1,462.50
Service	JLR	03/15/2023	review and file complaint	1.50	\$450.00	\$675.00
Service	PU	03/15/2023	Finalized Complaint, finalized Exhibits, Summons to County, filing of the same	1.70	\$150.00	\$255.00
Service	MF	03/16/2023	Conference with Jay Roberts, Esquire regarding next steps	0.30	\$325.00	\$97.50
Service	PU	03/16/2023	Research County Attorneys; draft Acknowledgment; drafted email to County attorneys, sent same for Jay to review; reached out to counsel for County re same; receipt of response from County	2.60	\$150.00	\$390.00
Service	MF	03/21/2023	Conference with Jay Roberts, Esquire regarding next steps	0.30	\$325.00	\$97.50
Service	JLR	03/21/2023	reviewing tax information	0.50	\$450.00	\$225.00
Service	PU	03/21/2023	Receipt of email from client; responded to client regarding questions and concerns, sent same to J. Roberts, saved to file	0.50	\$150.00	\$75.00
Service	MF	03/22/2023	Draft motion and memo regarding class certification	3.10	\$325.00	\$1,007.50

Service	JLR	03/23/2023	working on motion for class cert, exhibits and consent motion for cert	2.20	\$450.00	\$990.00
Service	PU	03/23/2023	Finalizing Motion for Cert and Exhibits, filing of the same	0.80	\$150.00	\$120.00
Service	CT	04/17/2023	Contact Brooks County re: Certified copy of Fire Fee Resolution.	0.50	\$150.00	\$75.00
Service	MF	04/17/2023	Receive and review emails regarding status; Prepare emails regarding certified ordinance; Review file	0.50	\$325.00	\$162.50
Service	JLR	04/18/2023	working on expert, reviewing cv's, setting up calls	1.00	\$450.00	\$450.00
Service	PU	04/18/2023	Emails to/from client	0.40	\$150.00	\$60.00
Service	JLR	04/19/2023	interviewing potential insurance experts	2.40	\$450.00	\$1,080.00
Service	JLR	04/20/2023	reviewing data, research	3.50	\$450.00	\$1,575.00
Service	PU	05/01/2023	Receipt/review of executed Sheriff's Return of Service for all Brooks County Commissioner's, filed with the Court; calendared Answer d/l and saved to file	1.00	\$150.00	\$150.00
Service	JLR	05/04/2023	Interviewing Experts	1.00	\$450.00	\$450.00
Service	JLR	05/05/2023	working on expert	0.40	\$450.00	\$180.00
Service	JLR	05/08/2023	working on damage calculation	0.80	\$450.00	\$360.00
Service	MF	05/12/2023	Conduct research regarding safety fees in other jurisdictions; Review cases regarding same	9.00	\$325.00	\$2,925.00
Service	MF	05/22/2023	Review email from opposing counsel; Review stipulation; Review file	0.30	\$325.00	\$97.50
Service	PU	05/23/2023	Calendared updated response D/L	0.20	\$150.00	\$30.00
Service	MF	06/24/2023	Conduct research regarding fire fees; Review cases regarding same; Conduct research regarding expert; Conduct research regarding fee vs tax	4.50	\$325.00	\$1,462.50
Service	MF	06/28/2023	Review motion to dismiss; Conduct research regarding same	1.50	\$325.00	\$487.50
Service	MF	06/29/2023	Conference with Jay Roberts, Esquire regarding case status; Conduct research regarding motion to dismiss; Review email from court	1.20	\$325.00	\$390.00

Service	CT	06/29/2023	Prepare and File Stipulation of Time	1.00	\$150.00	\$150.00
Service	MF	06/30/2023	Conference with Jay Roberts, Esquire regarding case status	0.30	\$325.00	\$97.50
Service	MF	07/03/2023	Conference with Jay Roberts, Esquire regarding case status and next steps; Review argument regarding special districts	0.60	\$325.00	\$195.00
Service	MF	07/17/2023	Conference with Jay Roberts, Esquire regarding case status and next steps	0.20	\$325.00	\$65.00
Service	MF	07/31/2023	Conference with Jay Roberts, Esquire regarding case status and next steps; Review email regarding motion to dismiss; Review pleadings	0.40	\$325.00	\$130.00
Service	MF	08/08/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	6.50	\$325.00	\$2,112.50
Service	MF	08/09/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	7.00	\$325.00	\$2,275.00
Service	MF	08/10/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	7.50	\$325.00	\$2,437.50
Service	MF	08/11/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	9.00	\$325.00	\$2,925.00
Service	MF	08/15/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss; Conduct research; Review cases	1.50	\$325.00	\$487.50
Service	MF	08/16/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	9.00	\$325.00	\$2,925.00
Service	MF	08/17/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	6.80	\$325.00	\$2,210.00
Service	MF	08/20/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss; Conduct research; Review cases	9.50	\$325.00	\$3,087.50
Service	MF	08/21/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	0.90	\$325.00	\$292.50
Service	MF	08/22/2023	Review motion to dismiss; Conduct research; Prepare response in	6.50	\$325.00	\$2,112.50

			opposition to motion to dismiss; Conduct research			
Service	MF	08/23/2023	Review motion to dismiss; Conduct research; Prepare response in opposition to motion to dismiss	2.00	\$325.00	\$650.00
Service	MF	08/24/2023	Conduct research regarding special districts; Review cases regarding same	2.70	\$325.00	\$877.50
Service	MF	08/28/2023	Conference with Jay Roberts, Esquire regarding case status; Review file; Conduct research	0.50	\$325.00	\$162.50
Service	MF	08/31/2023	Review file regarding filings; Prepare email to paralegal; Review emails from paralegal	0.40	\$325.00	\$130.00
Service	MF	09/05/2023	Conference with Jay Roberts, Esquire regarding case status and motion to dismiss	0.20	\$325.00	\$65.00
Service	JLR	09/12/2023	email Watkins, prepare stipulation, call Brad, send revised stipulation	0.80	\$450.00	\$360.00
Service	MF	09/12/2023	Receive and review emails from county attorney; Review stipulation	0.30	\$325.00	\$97.50
Service	MF	09/13/2023	Conference with Jay Roberts, Esquire regarding case status and motion to dismiss	0.20	\$325.00	\$65.00
Service	MF	09/19/2023	Conference with Jay Roberts, Esquire regarding case status; Review file; Review and analyze motion to dismiss	0.30	\$325.00	\$97.50
Service	MF	09/21/2023	Telephone conference with	0.90	\$325.00	\$292.50
Service	MF	09/26/2023	Revise response to motion to dismiss; Review McDuffie court order and pretrial documents; Update exhibits	3.00	\$325.00	\$975.00
Service	MF	10/02/2023	Draft response in opposition to motion to dismiss	1.50	\$325.00	\$487.50
Service	MF	10/10/2023	Conference with Jay Roberts, Esquire regarding case status and next steps; Draft response in opposition to motion to dismiss; Conduct research regarding same; Draft amended Complaint	2.50	\$325.00	\$812.50
Service	JLR	10/10/2023	working on response to mtd and amended complaint	4.50	\$450.00	\$2,025.00
Service	MF	10/11/2023	Conference with Jay Roberts, Esquire	7.50	\$325.00	\$2,437.50

			regarding case status and next steps; Draft response in opposition to motion to dismiss; Conduct research regarding same; Draft amended Complaint			
Service	JLR	10/11/2023	working on response to mtd	3.50	\$450.00	\$1,575.00
Service	MF	10/12/2023	Draft response in opposition to motion to dismiss; Conduct research regarding same; Draft amended Complaint	5.60	\$325.00	\$1,820.00
Service	JLR	10/12/2023	research judge recusal where receive supplement	3.80	\$450.00	\$1,710.00
Service	MF	10/18/2023	Prepare and review filing	0.50	\$325.00	\$162.50
Service	CT	10/18/2023	Email Steve Schreck re: Verification for Amended Complaint	0.10	\$150.00	\$15.00
Service	MF	10/19/2023	Conference with paralegal regarding verification	0.20	\$325.00	\$65.00
Service	CT	10/20/2023	Edit and File Amended Complaint	1.00	\$150.00	\$150.00
Service	MF	10/23/2023	Conference with paralegal regarding verification and filing	0.20	\$325.00	\$65.00
Service	MF	11/13/2023	Review email from county; Review filings; Review response to MTD	0.40	\$325.00	\$130.00
Service	JLR	11/16/2023	Communicate with opposing counsel re: defendant request for extension	0.40	\$450.00	\$180.00
Service	MF	11/16/2023	Review stipulation; Review docket; Review file	0.40	\$325.00	\$130.00
Service	MF	11/20/2023	Conference with Jay Roberts, Esquire regarding next steps	0.20	\$325.00	\$65.00
Service	MF	11/27/2023	Review filings; Review file	0.20	\$325.00	\$65.00
Service	MF	12/18/2023	Review emails from counsel; Review filing	0.40	\$325.00	\$130.00
Service	BTJ	01/19/2024	Prepare and send ORR to Brooks County for 2023 Fire Fee information	1.00	\$150.00	\$150.00
Service	MF	01/19/2024	Review email from county; Review call of the calendar; Draft second amended complaint; Draft amended motion for certification; Draft supplemental memo in support thereof	5.50	\$325.00	\$1,787.50
Service	JLR	01/19/2024	Working on announcement	0.80	\$450.00	\$360.00

Service	MF	01/22/2024	Conference with Jay Roberts, Esquire regarding status and next steps; Review file; Draft second amended complaint; Prepare exhibits; Draft amended motion for certification; Draft supplemental memo; Conduct research regarding assessment	5.20	\$325.00	\$1,690.00
Service	BTJ	01/22/2024	Download and send filed copy of motion to Marsha	0.10	\$150.00	\$15.00
Service	MF	01/24/2024	Conduct research regarding assessment, fees, taxes, special districts; Review cases regarding same	0.50	\$325.00	\$162.50
Service	MF	01/29/2024	Review email to court	0.20	\$325.00	\$65.00
Service	MF	01/30/2024	Email to paralegal regarding 2023 fire fees collected	0.20	\$325.00	\$65.00
Service	JLR	01/31/2024	call with Brad Watkins and email brad	0.50	\$450.00	\$225.00
Service	MF	02/02/2024	Email to paralegal regarding docket; Review docket; Review pleading	0.30	\$325.00	\$97.50
Service	MF	02/06/2024	Review filings; Email to paralegal regarding status	0.30	\$325.00	\$97.50
Service	MF	02/20/2024	Conference with Jay Roberts, Esquire regarding next steps and case status	0.20	\$325.00	\$65.00
Service	JLR	03/13/2024	Review file and pleadings for meeting with Marsha	0.50	\$450.00	\$225.00
Service	JLR	03/14/2024	Conference with Marsha, review status and outline action items	0.40	\$450.00	\$180.00
Service	MF	03/14/2024	Conference with Jay Roberts, Esquire regarding next steps; Review filings	0.30	\$325.00	\$97.50
Service	MF	03/20/2024	Review and analyze affirmative defenses; Conduct research	0.30	\$325.00	\$97.50
Service	AF	03/22/2024	Prepared request for scheduling conference	0.50	\$350.00	\$175.00
Service	JLR	03/25/2024	Finalize request for scheduling conference	0.20	\$450.00	\$90.00
Service	JLR	04/08/2024	Conference with Tate and Marsha re: consent judgment	0.40	\$450.00	\$180.00
Service	MF	04/09/2024	Conference with Jay Roberts, Esquire regarding next steps; Email to paralegal regarding docket; Review docket; Review 2023 bills; Review file; Draft amended complaint	1.50	\$325.00	\$487.50

Service	JLR	04/09/2024	Conference with marsh, call Brad Watkins	0.50	\$450.00	\$225.00
Service	MF	04/10/2024	Draft amended complaint; Draft motion for certification; Conduct research on motion for certification; Review cases regarding same	3.50	\$325.00	\$1,137.50
Service	MF	04/11/2024	Draft consent judgment; Review file; Draft amended complaint; Conduct research regarding ordinance and payments	5.00	\$325.00	\$1,625.00
Service	MF	04/12/2024	Draft email to paralegal regarding payments; Draft motion for certification supplemental; Review email from court; Work on amended complaint; Review filing; Draft consent judgment; Prepare exhibits	5.00	\$325.00	\$1,625.00
Service	JLR	04/12/2024	Review and revise 2nd amend compl, motion class cert; review and revise draft consent judgment and damage calculation and email brad watkins re: same.	2.80	\$450.00	\$1,260.00
Service	MF	04/18/2024	Conduct research regarding ordinance and motion for certification; Review email from court; Review file; Email to paralegal regarding filing; Review filing	1.20	\$325.00	\$390.00
Service	MF	05/10/2024	Conference with Jay Roberts, Esquire regarding case status and next steps; Discuss status of settlement; Review emails regarding settlement	0.50	\$325.00	\$162.50
Service	MF	05/14/2024	Review stipulation; Receive and review email from Court	0.30	\$325.00	\$97.50
Service	MF	07/12/2024	Conference with Jay Roberts, Esquire regarding next steps, discussion of possible settlement	0.30	\$325.00	\$97.50
Service	MF	07/16/2024	Email to paralegal regarding announcement; Review docket; Prepare announcement to the court	0.40	\$325.00	\$130.00
Service	JLR	08/07/2024	emails to and from opposing counsel	0.30	\$450.00	\$135.00
Service	MF	08/08/2024	Conference with Jay Roberts, Esquire regarding next steps	0.20	\$325.00	\$65.00
Service	MF	08/13/2024	Conference with Jay Roberts, Esquire regarding next steps and settlement; Conduct research on assessments; Collect cases	4.20	\$325.00	\$1,365.00

Service	MF	08/19/2024	Review and analyze motion to dismiss; Email to paralegal for docket; Review docket; Review email from county; Conduct research	3.50	\$325.00	\$1,137.50
Service	JLR	08/20/2024	review motion to dismiss and analyze arguments, call with Marsha, prepare stipulation of time to respond, email Brad Watkins, review response in opposition to motion for class cert and	2.80	\$450.00	\$1,260.00
Service	MF	08/20/2024	Conference with Jay Roberts, Esquire regarding next steps, settlement and motion to dismiss; Review and analyze motion to dismiss; Review email to County; Review email from County regarding motion to dismiss	1.30	\$325.00	\$422.50
Service	JLR	08/21/2024	emails to and from Brad Watkins re: stipulation and potential resolution	0.40	\$450.00	\$180.00
Service	MF	08/22/2024	Review and analyze motion to dismiss; Conduct research on assessments; Review cases	5.80	\$325.00	\$1,885.00
Service	BTJ	09/03/2024	Download docket and complaint for MF	0.20	\$150.00	\$30.00
Service	MF	09/04/2024	Prepare discovery for class certification; Work on response to motion to dismiss; Analyze second motion to dismiss	3.50	\$325.00	\$1,137.50
Service	MF	09/05/2024	Work on response in opposition to motion to dismiss; Conduct research regarding ad valorem and assessment; Review cases regarding same	5.00	\$325.00	\$1,625.00
Service	MF	09/09/2024	Work on response in opposition to motion to dismiss; Conduct research regarding ad valorem and assessment; Review cases regarding same	4.50	\$325.00	\$1,462.50
Service	JLR	09/09/2024	Call with Brad Watkins	0.40	\$450.00	\$180.00
Service	MF	09/10/2024	Work on response in opposition to motion to dismiss; Conduct research regarding ad valorem and assessment; Review cases regarding same; Conduct research regarding sovereign immunity; Review cases regarding same	6.00	\$325.00	\$1,950.00
Service	MF	09/11/2024	Work on response in opposition to motion to dismiss; Conduct research	4.50	\$325.00	\$1,462.50

			regarding ad valorem and assessment; Review cases regarding same; Conduct research regarding sovereign immunity; Review cases regarding same			
Service	MF	09/17/2024	Work on response in opposition to motion to dismiss; Conduct research regarding ad valorem and assessment; Review cases regarding same; Conduct research regarding sovereign immunity; Review cases regarding same; Conduct research regarding (b)(1) standard;	4.00	\$325.00	\$1,300.00
Service	MF	09/19/2024	Work on response in opposition to motion to dismiss; Review cases cited by County	2.50	\$325.00	\$812.50
Service	MF	09/23/2024	Review filings in Higdon; Review cases cited by County; Conduct research regarding assessments	1.50	\$325.00	\$487.50
Service	MF	09/26/2024	Draft third amended complaint; Review filings in Higdon; Review cases cited by County; Conduct research regarding assessments and ad valorem taxes; Review filings in City of Winder	1.40	\$325.00	\$455.00
Service	MF	10/01/2024	Work on opposition to motion to dismiss; Conduct research regarding same; Review cases; Draft third amended complaint	8.00	\$325.00	\$2,600.00
Service	BTJ	10/01/2024	Correspond with Steve Schreck about signing updated verification. Format and File Response to MTD Second Amended Complaint. Format and File Third Amended Complaint	1.50	\$150.00	\$225.00
Service	MF	10/02/2024	Work on opposition to motion to dismiss; Conduct research regarding same; Review cases; Draft third amended complaint	5.50	\$325.00	\$1,787.50
Service	MF	10/08/2024	Work on opposition to motion to dismiss; Conduct research regarding same; Review cases; Draft third amended complaint; Conduct research on City of Winder	3.50	\$325.00	\$1,137.50
Service	MF	10/09/2024	Work on opposition to motion to dismiss; Conduct research regarding same; Review cases; Draft third amended complaint; Conduct research on City of Winder; Conduct	4.50	\$325.00	\$1,462.50

research on assessments						
Service	JLR	10/18/2024	Edit and revise response to mtd	2.20	\$450.00	\$990.00
Service	AF	10/25/2024	Reviewed response to MTD and 3rd Amended Complaint prior to filing; brief research on whether class action complaint must be verified	0.50	\$325.00	\$162.50
Service	JLR	10/29/2024	Finalize and file response to mtd and 2nd amended complaint	0.80	\$450.00	\$360.00
Service	JF	11/05/2024	Reviewed first, second, & third amended complaint; reviewed ORR docs	0.70	\$250.00	\$175.00
Service	CT	11/07/2024	Draft ORR for 2024 Fire fee Data and send	0.65	\$150.00	\$97.50
Service	JF	11/07/2024	Reviewed complaints for additional information to gather	0.20	\$250.00	\$50.00
Service	JLR	11/08/2024	Call with Brad Watkins, call with Jason Tate	0.40	\$450.00	\$180.00
Service	AF	11/13/2024	Prepared supplemental brief in response to Defendant's Motion to Dismiss	2.50	\$325.00	\$812.50
Service	AF	11/14/2024	Updated Supplemental Brief to include Jay's edits	0.30	\$325.00	\$97.50
Service	JF	11/16/2024	Started drafting fourth amended complaint	1.50	\$250.00	\$375.00
Service	JF	11/17/2024	Finished draft of fourth amended complaint; drafted verification; drafted second amended motion to cert; drafted memo in support of motion to cert; organized exhibits	1.40	\$250.00	\$350.00
Service	AF	11/18/2024	Reviewed all prior briefing and prepared brief memo on relevant case law discussed so far and edited supplemental brief accordingly	0.80	\$325.00	\$260.00
Service	JF	11/27/2024	Made final edits to draft of 4th amended complaint	0.50	\$250.00	\$125.00
Service	JLR	12/02/2024	Working on settlement agreement	2.50	\$450.00	\$1,125.00
Service	JLR	12/03/2024	Working on settlement agreement	1.50	\$450.00	\$675.00
Service	JF	12/11/2024	Edited Amended complaint and motion to certify	0.70	\$250.00	\$175.00
Service	JLR	12/12/2024	Working on 3rd amended complaint and motion for certification	1.50	\$450.00	\$675.00

Service	JF	12/13/2024	Started drafting memo of law in support of preliminary approval	3.50	\$250.00	\$875.00
Service	JLR	12/13/2024	Working on motion for preliminary approval and related documents, conference with JP re: same	1.50	\$450.00	\$675.00
Service	JF	12/14/2024	Finished drafting memo of law in support of preliminary approval; drafted exhibits for memo;	8.60	\$250.00	\$2,150.00
Service	JF	12/15/2024	Drafted Proposed order; organized and edited exhibits to proposed order	1.60	\$250.00	\$400.00
Service	JLR	12/19/2024	Working on preliminary approval documents	3.50	\$450.00	\$1,575.00
Service	JLR	12/20/2024	Email Paul Scott	0.20	\$450.00	\$90.00
Service	KP	01/07/2025	Drafted Calender Call Response / sent to AF to review.	0.30	\$150.00	\$45.00
Service	AF	01/07/2025	Reviewed and edited Calendar Call Response prepared by K. Irby	0.20	\$325.00	\$65.00
Service	KP	01/07/2025	Filled Calendar Call Response and emailed copy to Judge.	0.20	\$150.00	\$30.00
Service	JLR	01/10/2025	Review proposed settlement agreement	1.40	\$450.00	\$630.00
Service	JLR	01/13/2025	Calls and emails to Brad Watkins	0.30	\$450.00	\$135.00
Service	JLR	01/14/2025	Call with Brad Watkins	0.50	\$450.00	\$225.00
Service	JLR	01/15/2025	Working on settlement agreement edits	2.50	\$450.00	\$1,125.00
Service	JLR	01/16/2025	Working on settlement agreement and preliminary approval documents	8.50	\$450.00	\$3,825.00
Service	JLR	02/04/2025	Review comments from opposing counsel on settlement documents and revise accordingly	2.50	\$500.00	\$1,250.00
Service	JLR	02/05/2025	Ffinalize 24 amended complaint	1.50	\$150.00	\$225.00
Service	JLR	02/17/2025	Working on settlement documents	2.50	\$500.00	\$1,250.00
Service	JLR	02/18/2025	Revising and finalizing settlement docs	3.50	\$500.00	\$1,750.00
Service	BTJ	02/21/2025	Combine files for Brooks County filings.	2.00	\$150.00	\$300.00
Service	JLR	02/21/2025	calls and emails to client	0.40	\$500.00	\$200.00
Service	JLR	02/25/2025	emails to and from opposing counsel	0.20	\$500.00	\$100.00

re: status of settlement						
Service	BTJ	03/18/2025	Format and attach all exhibits to Settlement Agreement	2.00	\$150.00	\$300.00
Service	BTJ	03/19/2025	Format and attach all exhibits to Memo in Support of Preliminary Approval; Format and attach all exhibits to Order	3.00	\$150.00	\$450.00
Service	JLR	03/20/2025	edits and revisions to settlement documents and attachments	3.50	\$500.00	\$1,750.00
Service	JLR	03/21/2025	final edits and revisions to settlement documents, call and email to Brad Watkins	3.50	\$500.00	\$1,750.00
Service	JLR	04/01/2025	Review letter from Paul Scott, call Paul, email word docs to Paul	1.50	\$500.00	\$750.00
Service	JLR	04/09/2025	Review edits to motion for preliminary approval and order and email Paul Scott	1.50	\$500.00	\$750.00
Service	BTJ	04/23/2025	Format and combine into PDF's - Settlement agreement with exhibits, Preliminary Approval Order and Memo in Support of Preliminary Approval	5.00	\$150.00	\$750.00
Service	AF	04/23/2025	Conf. w/ J. Roberts re: reviewing and filing settlement agreement and motion for preliminary approval; discussed finalization of settlement agreement and motion for preliminary approval w/ Brandy & answered her questions as needed	0.30	\$350.00	\$105.00
Service	AF	04/24/2025	Reviewed revised settlement agreement, preliminary approval motion, and all attachments	0.20	\$350.00	\$70.00
Service	JLR	06/16/2025	Emails to and from opposing counsel, conference with staff re: execution, review final documents	1.50	\$500.00	\$750.00
Service	JLR	06/19/2025	finalizing settlement documents for filing	0.80	\$500.00	\$400.00
Service	BTJ	06/20/2025	Send reminder to S. Schrek about signing Docusign. Call Brooks Co. Superior Court to obtain judges contact information.	0.50	\$150.00	\$75.00
Service	BTJ	06/23/2025	Edits to settlement agreement and motion/memo for preliminary approval.	2.50	\$150.00	\$375.00

Service	JLR	06/26/2025	prep for hearing with court, attend video hearing, calls with opposing counsel and administrator, calendaring deadlines	3.50	\$500.00	\$1,750.00
Service	BTJ	06/27/2025	Coordinate with Brooks County judges office on signed preliminary approval order - follow up with them on filing copies that includes exhibits. Email Terry Turner re setting up QSF fund.	1.50	\$150.00	\$225.00
Service	AF	07/09/2025	Follow-up email to opposing counsel re: class member address list; emails w/ Administrator re: meeting notice deadlines; discussed w/ C. Chasteen & B. Johns	0.30	\$350.00	\$105.00
Service	AF	07/10/2025	Emailed Administrator requested copy of Preliminary Approval Order and Publication Notice; reviewed Publication Notice	0.20	\$350.00	\$70.00
Service	AF	07/11/2025	TC w/ Administrator re: individual notice and amendments thereto and mailing of notices; emailed latest version of individual notice to Administrator; reviewed final revised individual notice	0.40	\$350.00	\$140.00
Service	AF	07/15/2025	Began drafting Motion for Attorney Fees, Expenses, and Class Rep Award and Memo in Support	9.00	\$350.00	\$3,150.00
Service	AF	07/16/2025	Fwded requested documents to Administrator; reviewed settlement website and informed Administrator of needed corrections; cont. drafting Motion for Attorney Fees, Expenses, and Class Rep Award and Memo in Support; drafted Affidavit of James L. Roberts, IV in support; emailed to J. Roberts for review	9.00	\$350.00	\$3,150.00
Service	AF	07/17/2025	Drafted Supplemental Memo in Support of Motion for Attorney Fees, Expenses, and Class Rep Award; drafted Affidavit of James L. Roberts, IV in support; drafted proposed order for attorney fees, expenses, and class rep award; emailed to J. Roberts for review	7.00	\$350.00	\$2,450.00
Service	AF	07/21/2025	Revised Motion for Atty Fees, Affidavit in support, and proposed order based on J. Roberts comments; emailed to J. Roberts for review	0.50	\$350.00	\$175.00

Service	AF	07/23/2025	Received and responded to request from opposing counsel re: Notice to class members; revised Attorney Fee Petition and instructed C. Chasteen and B. Johns as to further information needed to finalize;	0.40	\$350.00	\$140.00
Service	BTJ	07/24/2025	Compile Receipts for Motion for Attorney's Fees and Expenses. Total Expenses and Hours worked and add to Motion and JLR Affidavit.	3.00	\$150.00	\$450.00
					Services Subtotal	\$156,875.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/07/2023	Postage ORR sent to Brooks County	1.00	\$8.13	\$8.13
Expense	03/14/2023	Filing fee Complaint and Summons	1.00	\$251.81	\$251.81
Expense	04/26/2023	Brooks County Sheriff's Service	1.00	\$250.00	\$250.00
Expense	08/31/2023	Download documents from Peachcourt	1.00	\$3.92	\$3.92
Expense	03/25/2024	Peachcourt Filing Fee - Motion for Scheduling Conference	1.00	\$5.48	\$5.48
Expense	04/18/2024	Filing fee for first amended motion for Class Cert	1.00	\$5.48	\$5.48
Expense	04/18/2024	Filing fee for 2nd amended complaint	1.00	\$5.48	\$5.48
Expense	04/18/2024	Filing fee for Memo in support of second amended motion for class cert	1.00	\$5.48	\$5.48
Expense	07/17/2024	Filing fee for Announcement	1.00	\$5.48	\$5.48
Expense	09/04/2024	Documents Downloaded from PeachCourt for MF	1.00	\$13.76	\$13.76
Expense	09/30/2024	Online legal research September 2024 Westlaw Charges	1.00	\$102.94	\$102.94
Expense	10/29/2024	Filing fee Filing Third Amended Complaint and Response to MTD Second Amended Complaint	1.00	\$10.96	\$10.96
Expense	10/29/2024	Postage Send Filed Documents to Opposing Counsel	1.00	\$10.65	\$10.65
Expense	10/31/2024	Online legal research October 2024 Westlaw Charges	1.00	\$249.97	\$249.97
Expense	12/11/2024	Westlaw December 2024 Charges	1.00	\$17.51	\$17.51
Expense	01/07/2025	Filing fee : Response to Calendar Call	1.00	\$5.48	\$5.48
Expense	02/06/2025	Fourth Amended Complaint	1.00	\$5.48	\$5.48

Expense	06/23/2025	Filing Fee for Joint Motion and Memo for Preliminary Approval	1.00	\$5.48	\$5.48
Expense	07/25/2025	Gentle Turner & Benson, LLC - Schrek QSF Website Development Invoice	1.00	\$1,933.79	\$1,933.79
Expense	07/25/2025	Gentle Turner & Benson, LLC - Schrek QSF Class Member Notice Invoice - Labor for Processing and mailing out of Settlement Notice packets, Postage, Copies and Publishing Fee paid to The Quitman Free Press.	1.00	\$25,139.19	\$25,139.19
Expenses Subtotal					\$28,036.47

Timekeeper	Position	Quantity	Rate	Total
Aidan Farris	Attorney	27.8	\$350.00	\$9,730.00
Aidan Farris	Attorney	4.3	\$325.00	\$1,397.50
Marsha Flora	Attorney	274.4	\$325.00	\$89,180.00
JP Fountain	Attorney	18.7	\$250.00	\$4,675.00
K Pierce	Attorney	0.5	\$150.00	\$75.00
James L. Roberts, IV	Attorney	24.9	\$500.00	\$12,450.00
James L. Roberts, IV	Attorney	72.5	\$450.00	\$32,625.00
James L. Roberts, IV	Attorney	1.5	\$150.00	\$225.00
Carrie Toler	Attorney	6.35	\$150.00	\$952.50
Paralegal User	Attorney	10.8	\$150.00	\$1,620.00
Brandy Johns	Non-Attorney	26.3	\$150.00	\$3,945.00
Subtotal				\$184,911.47
Total				\$184,911.47

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
973	07/28/2025	\$184,911.47	\$0.00	\$184,911.47
Outstanding Balance				\$184,911.47

Amount in Trust	\$0.00
Total Amount Outstanding	\$184,911.47

Please make all amounts payable to: Roberts Tate LLC

Payment is due upon receipt.

Roberts Tate LLC

2487 Demere Road, Suite 400
St. Simons Island, GA 31522

INVOICE

Invoice # 973
Date: 07/28/2025
Due Upon Receipt



Pay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera's view.

Or, [click here](#) if you're viewing on a computer or smartphone.



SAINT SIMONS ISLAND
260 EDWARDS PLZ
SAINT SIMONS ISLAND, GA 31522-9998
(800)275-8777

02/07/2023 10:46 AM

Product	Qty	Unit Price	Price
Mail Pickup	1		\$0.00
Tracking #: 70220410000306938537			
First-Class Mail® Letter	1		\$0.63
Quitman, GA 31643 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 02/10/2023			
Certified Mail®			\$4.15
Tracking #: 70220410000306938421			
Return Receipt			\$3.35
Tracking #: 9590 9402 6986 1225 5700 72			
Total			\$8.13

Grand Total: \$8.13

Credit Card Remit \$8.13

Card Name: AMEX
Account #: XXXXXXXXXX1098
Approval #: 865196
Transaction #: 077
AID: A000000025010801
AL: AMERICAN EXPRESS
PIN: Not Required

Chip

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 121189-0773
Receipt #: 840-53100702-3-6652429-1
Clerk: 04

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Quitman, GA 31643

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.63

Total Postage and Fees \$0.13

Sent To

Brooks Co.
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-0047

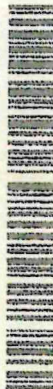
See Reverse for Instructions

1248 6990 0000 0140 2202

PS Form 3811, July 2020 PSN 7530-02-000-9005

Article Number (Transfer from service label)
7022 0410 0003 0693 8421

9590 9402 6986 1225 5700 72



Brooks County Tax Comm
6105 Highland Rd.
Quitman, GA 31643

1. Article Addressed to:
- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

SENDER: COMPLETE THIS SECTION

3. Service Type
- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Return Receipt

- A. Signature
X [Signature]
B. Received by (Printed Name)
C. Date of Delivery
D. Is delivery address different from item 1? If YES, enter delivery address below: No

COMPLETE THIS SECTION ON DELIVERY

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Wednesday, March 15, 2023 10:24 AM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; Lauren DeGiusti
Subject: PeachCourt Activity Filing Received

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 3/15/2023 at 10:23 AM
Peach #: E-GBAFHSFP
Case #: Pending acceptance by clerk
Case Name: Schreck v Brooks County

Documents

Complaint: Named Plaintiff's Verified Complaint
Schreck_Complaint.pdf

Summons: Summons for Brooks County .
System Generated Summons

Case Information Form: Case Information Form
System Generated Case Information Form

Filer: James Roberts

Payment amount: \$251.81

Court Filing Fee: General Civil: \$213.00
eFiling Fee: \$30.00
Convenience Fee: \$8.81

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-GBAFHSFP.

We are here to help! Reach out however you like:

**Reply to this message
Call toll-free 844-GA-EFILE**

ROBERTS | TATE LLC

10319 WESTLAKE DRIVE,
SUITE 200
BETHESDA, MD 20817

2487 DEMERE ROAD, SUITE 400
ST. SIMONS ISLAND, GA 31522
TEL: (912) 638-5200
FAX: (912) 638-5300

April 26, 2023

Via U.S. Priority Mail

Brooks County Sheriff's Office
Attn: Civil Division – Process
1 Screven Street, Suite 3
Quitman, Georgia 31643

Re: Steven Schreck v. Brooks County
Superior Court of Brooks County | Civil Action No. 23CV00067

Dear Sir/Madam:

Enclosed herewith, please find (5) Summons and (5) copies of the Complaint in the above referenced case to be served on the following:

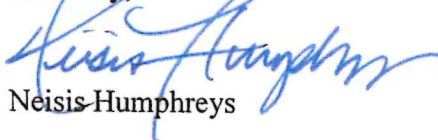
Lee Larko	1980 Lone Church Road, Pavo, GA 31778
Patrick Folsom (Chairman)	3330 Empress Road, Quitman, GA 31643
Willie Cody	610 S Highland Rd, Quitman, GA 31643
Myra Exum	860 BCT Gin Road, Quitman, GA 31643
James Maxwell	100 Maxwell Drive, Quitman, GA 31643

I have also enclosed (5) Sheriff's Entry of Service to be completed, a check in the amount of \$250.00, which I understand to be the amount required by you for serving, and a self-addressed stamped envelope for the return of our copies.

Thank you in advance for your assistance with this matter.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,


Neisis Humphreys

Enclosures

BERTS | TATE LLC

DEMERE ROAD, SUITE 400
OFFICE BOX 21828
IONS ISLAND, GEORGIA 31522



Roberts Tate LLC
Attn: Nisis Humphreys
2487 Demere Rd, Ste 400
St. Simons Island, GA 31522



ROBERTS TATE LLC
OPERATING ACCOUNT
PO BOX 21828
SAINT SIMONS ISLAND, GA 31522
PH. 912-638-5200

UNITED COMMUNITY BANK

5677

64-1284/611

CHECK ARMOR

Date April 26, 2023

PAY TO THE ORDER OF BROOKS COUNTY SHERIFF'S OFFICE

\$ \$250.00

Two Hundred Fifty and 00/100 -----

DOLLARS

MEMO

Process Service Fee (x5) - Schreck v. Brooks County

AUTHORIZED REPRESENTATIVE

⑈005677⑈ ⑆061112843⑆ 2066145927⑈

Photo Safe Deposit®

Details on Back.

SHERIFF'S ENTRY OF SERVICE

Civil Action No. 23CN00067

Date Filed 3/15/2023

Superior Court ☒ Magistrate Court ☐
State Court ☐ Probate Court ☐
Juvenile Court ☐

Georgia, Brooks COUNTY

Attorney's Address

James L. Roberts, IV
2487 Demure Rd, Suite 400
St. Simons Island, GA 31522

Steven Schrick
Plaintiff

VS.

Brooks County
Defendant

Name and Address of Party to Served

Willie Cody, Brooks Co. Commissioner
610 S. Highland Rd
Quitman, Georgia 31643

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place abode in this County.

☐ Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant _____ a corporation

☐ by leaving a copy of the within action and summons with _____ In charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an

☐ envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____
☐ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

APR 24, 2023 12:03 PM


Belinda Wheeler, Clerk
Brooks County, Georgia

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

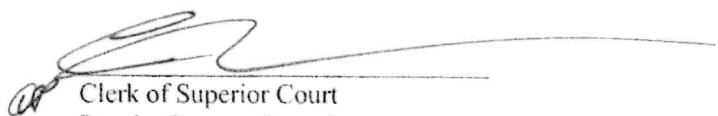
Civil Action No.: 23CV00067

SUMMONS

TO: Willie Cody
Brooks County Commissioner (District 3)
610 S Highland Rd
Quitman, GA 31643

You are hereby summoned and required to file with the Clerk of said Court and to serve upon James L. Roberts, IV, Plaintiff's attorney, whose address is ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522, an answer to the Complaint which is herewith served upon you, within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 29 day of April, 2023.


Clerk of Superior Court
Brooks County, Georgia

SHERIFF'S ENTRY OF SERVICE

Civil Action No. 23CV00067

Date Filed 3/15/2023

Superior Court ☒

Magistrate Court ☐

State Court ☐

Probate Court ☐

Juvenile Court ☐

Georgia, Brooks COUNTY

Attorney's Address

James L. Roberts, IV
2487 Demere Rd, Suite 400
St. Simons Island, GA 31522

Steven Schriek

Plaintiff

VS.

Brooks County

Name and Address of Party to Served

Patrick Folsom, Brooks Co. Commissioner
3330 Empress Rd
Quitman, Georgia 31643

Defendant

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place abode in this County.

Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant _____ a corporation

by leaving a copy of the within action and summons with _____ In charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

FILED IN OFFICE
CLERK OF SUPERIOR COURT
BROOKS COUNTY, GEORGIA
23CV00067
APR 26, 2023 09:49 AM
APR 21, 2023 05:19 PM
Belinda Wheeler
Belinda Wheeler, Clerk
Brooks County, Georgia

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

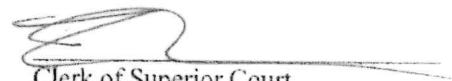
Civil Action No.: 23CV00067

SUMMONS

TO: Patrick Folsom, Chairman
Brooks County Commissioner (District 2)
3330 Empress Road
Quitman, Georgia 31643

You are hereby summoned and required to file with the Clerk of said Court and to serve upon James L. Roberts, IV, Plaintiff's attorney, whose address is ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522, an answer to the Complaint which is herewith served upon you, within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 26 day of April, 2023.


Clerk of Superior Court
Brooks County, Georgia

SHERIFF'S ENTRY OF SERVICE

Civil Action No. 23CV00067

Date Filed 3/15/2023

Superior Court ☒ Magistrate Court ☐
State Court ☐ Probate Court ☐
Juvenile Court ☐

Georgia, Brooks COUNTY

Attorney's Address

James L. Roberts, IV
2487 Demere Rd, Suite 400
St. Simons Island, GA 31522

Steven Schrick
Plaintiff

VS.

Brooks County
Defendant

Name and Address of Party to Served

Lee Larko, Brooks Co. Commissioner
1980 Lone Church Road
Dave, Georgia 31778

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place abode in this County.

☐ Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant _____ a corporation

☐ by leaving a copy of the within action and summons with _____ In charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____
☐ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

FILED IN OFFICE
CLERK OF SUPERIOR COURT
BROOKS COUNTY, GEORGIA
BROOKS COUNTY, GEORGIA
23CV00067
APR 26, 2023 09:49 AM
APR 21, 2023 05:19 PM
Bethany Wheeler
Bethany Wheeler, Clerk
Brooks County, Georgia
Brooks County, Georgia

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

Civil Action No.: 23CV00067

SUMMONS

TO: Lee Larko
Brooks County Commissioner (District 1)
1980 Lone Church Road
Pavo, Georgia 31778

You are hereby summoned and required to file with the Clerk of said Court and to serve upon James L. Roberts, IV, Plaintiff's attorney, whose address is ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522, an answer to the Complaint which is herewith served upon you, within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 26 day of April, 2023.

[Signature]
Clerk of Superior Court
Brooks County, Georgia

SHERIFF'S ENTRY OF SERVICE

Civil Action No. 23CV000067

Date Filed 3/15/2023

Superior Court ☒ Magistrate Court ☐
State Court ☐ Probate Court ☐
Juvenile Court ☐

Georgia, _____ COUNTY

Attorney's Address

James L. Roberts, IV
2487 Dunmore Rd, Ste 400
St. Simons Island, GA 31522

Steven Schreck
Plaintiff

VS.

Brooks County

Name and Address of Party to Served

James Maxwell, Brooks County Commissioner
100 Maxwell Drive
Quitman, Georgia 31643

Defendant

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place abode in this County.

☐ Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant _____ a corporation

☐ by leaving a copy of the within action and summons with _____ In charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an

☐ envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____

☐ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

FILED IN OFFICE
CLERK OF SUPERIOR COURT
BROOKS COUNTY, GEORGIA
23CV00067
APR 26, 2023 09:49 AM
APR 21, 2023 05:19 PM

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA

STEVEN SCHRECK,

Plaintiff,

v.

BROOKS COUNTY,

Defendant.

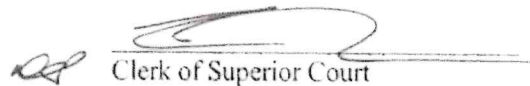
Civil Action No.: 23CV00067

SUMMONS

TO: James Maxwell
Brooks County Commissioner (District 5)
2337 Corey Drive
Valdosta, Georgia 31601

You are hereby summoned and required to file with the Clerk of said Court and to serve upon James L. Roberts, IV, Plaintiff's attorney, whose address is ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522, an answer to the Complaint which is herewith served upon you, within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 26 day of April, 2023.


Clerk of Superior Court
Brooks County, Georgia

SHERIFF'S ENTRY OF SERVICE

Civil Action No. 23CN 00067

Date Filed 3/15/2023

Superior Court ☒

Magistrate Court ☐

State Court ☐

Probate Court ☐

Juvenile Court ☐

Georgia, Brooks COUNTY

Attorney's Address

James L. Roberts, IV
2487 Demere Rd, Suite 400
St. Simons Island, GA 31522

Stanley Schreck
Plaintiff

VS.

Brooks County
Defendant

Name and Address of Party to Served

Myra Exum, Brooks Co. Commissioner
860 BCT Fin Rd
Quitman, Georgia 31643

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

- ☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

NOTORIOUS

I have this day served the defendant _____ by leaving a copy of the action and summons at his most notorious place abode in this County.

- ☐ Delivered same into hands of _____ described as follows: age, about _____ years; weight _____ pounds; height _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION

Served the defendant _____ a corporation

- ☐ by leaving a copy of the within action and summons with _____ in charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an

- ☐ envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST

Diligent search made and defendant _____

- ☐ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

DEPUTY

APR 24, 2023 12:03 PM


Belinda Wheeler, Clerk
Brooks County, Georgia

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA


STEVEN SCHRECK,)	
)	
Plaintiff,)	
)	Civil Action No.: 23CV00067
v.)	
)	
BROOKS COUNTY,)	
)	
Defendant.)	

SUMMONS

TO: Myra Exum
Brooks County Commissioner (District 4)
860 BCT Gin Road
Quitman, Georgia 31643

You are hereby summoned and required to file with the Clerk of said Court and to serve upon James L. Roberts, IV, Plaintiff's attorney, whose address is ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522, an answer to the Complaint which is herewith served upon you, within thirty (30) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 24 day of April, 2023.


Clerk of Superior Court
Brooks County, Georgia

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Thursday, August 31, 2023 10:04 PM
To: Jason Tate; Neisis Humphreys; Theresa Beaton
Subject: PeachCourt Document Purchase Receipt

Thank you for purchasing your document(s) through PeachCourt. Here is a summary of your purchase(s) on 8/31/2023 on payment account (AMEX) Firm Card - Neisis XXXX1098:

Document Details:

D-HHJAAFUU-1 | Client Ref #: N/A | Stipulation | 23CV00067 | Brooks Superior | Pages: 3 | \$3.92

Subtotal: \$1.50
eAccess Fee: \$2.00
Convenience Fee: \$0.42
Total Payment Amount: \$3.92

Payment Details:
Peach Number: D-HHJAAFUU
Total Page Count: 3
Charge Date: 8/31/2023
Payment Method: (AMEX) Firm Card - Neisis XXXX1098

Thank you for using PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about this purchase, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453).

We are here to help! Reach out however you like:

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Chat at <https://www.peachcourt.com/>
Learn a lot at <http://awesome.peachcourt.com/>

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Monday, March 25, 2024 12:25 PM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity Case # 23CV00067

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 3/25/2024 at 12:25 PM
Peach #: E-NSSH4ENU
Case #: 23CV00067
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

Motion: Motion for Scheduling Conference
Motion for Scheduling Conference - Brooks.pdf

Filer: James Roberts

Payment amount: \$5.48

eFiling Fee: \$5.00
Convenience Fee: \$0.48

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-NSSH4ENU.

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Learn a lot at <http://awesome.peachcourt.com/>

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Thursday, April 18, 2024 11:50 AM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity 23CV00067: Filing Confirmed

The following filing information has been accepted by the Clerk of Brooks Superior Court. We invite you to reply to this message if you have any questions.

Filing Date: 4/18/2024 at 10:59 AM
Filer: James Roberts
Peach #: E-SSY4EG3Q
Case #: 23CV00067
Assigned Judge:
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

A file-stamped copy of each document is available for you to download. The download link is available for 30 days from the time this message was sent.

If the links below are not clickable, please copy and paste each link into your browser.

Motion | First Amended Motion for Class Cert | <https://peachcourt.com/Redirect?id=I1QFUKCJ>

Payment amount: \$5.48
Method of payment: CreditCard
Client Reference #: N/A

A file-stamped copy of this filing has been electronically mailed to:
MFlora@robertstate.com, cassie.taylor@gsccca.org, pscott@brbcsw.com, hahnberg@brbcsw.com,
aszokoly@brbcsw.com, laspinwall@brbcsw.com, bwatkins@brbcsw.com, mdukes@brbcsw.com;
nmack@brbcsw.com

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-SSY4EG3Q.

We are here to help! Reach out however you like:

**Reply to this message
Call toll-free 844-GA-EFILE**

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Thursday, April 18, 2024 11:30 AM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity 23CV00067: Filing Confirmed

The following filing information has been accepted by the Clerk of Brooks Superior Court. We invite you to reply to this message if you have any questions.

Filing Date: 4/18/2024 at 10:54 AM
Filer: James Roberts
Peach #: E-PKKHAKE2
Case #: 23CV00067
Assigned Judge:
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

A file-stamped copy of each document is available for you to download. The download link is available for 30 days from the time this message was sent.

If the links below are not clickable, please copy and paste each link into your browser.

Amended Complaint | <https://peachcourt.com/Redirect?id=G0RKGETN>

Payment amount: \$5.48
Method of payment: CreditCard
Client Reference #: N/A

A file-stamped copy of this filing has been electronically mailed to:
MFlora@robertstate.com, cassie.taylor@gsccca.org, pscott@brbcsw.com, hahnberg@brbcsw.com,
aszokoly@brbcsw.com, laspinwall@brbcsw.com, bwatkins@brbcsw.com, mdukes@brbcsw.com;
nmack@brbcsw.com

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-PKKHAKE2.

We are here to help! Reach out however you like:

**Reply to this message
Call toll-free 844-GA-EFILE**

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Thursday, April 18, 2024 11:30 AM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity 23CV00067: Filing Confirmed

The following filing information has been accepted by the Clerk of Brooks Superior Court. We invite you to reply to this message if you have any questions.

Filing Date: 4/18/2024 at 11:01 AM
Filer: James Roberts
Peach #: E-MFMTXVUQ
Case #: 23CV00067
Assigned Judge:
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

A file-stamped copy of each document is available for you to download. The download link is available for 30 days from the time this message was sent.

If the links below are not clickable, please copy and paste each link into your browser.

Memorandum | Supplemental Memo in Support of First Amended Motion to Certify Suit as Class Action | <https://peachcourt.com/Redirect?id=BYASNPOP>

Payment amount: \$5.48
Method of payment: CreditCard
Client Reference #: N/A

A file-stamped copy of this filing has been electronically mailed to:
MFlora@robertstate.com, cassie.taylor@gsccca.org, pscott@brbcsw.com, hahnberg@brbcsw.com, aszokoly@brbcsw.com, laspinwall@brbcsw.com, bwatkins@brbcsw.com, mdukes@brbcsw.com; nmack@brbcsw.com

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-MFMTXVUQ.

We are here to help! Reach out however you like:

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Wednesday, July 17, 2024 2:30 PM
To: Jay Roberts; Carrie Toler; Theresa Beaton; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity 23CV00067: Filing Confirmed

The following filing information has been accepted by the Clerk of Brooks Superior Court. We invite you to reply to this message if you have any questions.

Filing Date: 7/17/2024 at 1:58 PM
Filer: James Roberts
Peach #: E-QXNY2NVT
Case #: 23CV00067
Assigned Judge:
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

A file-stamped copy of each document is available for you to download. The download link is available for 30 days from the time this message was sent.

If the links below are not clickable, please copy and paste each link into your browser.

Calendar Call Announcement | <https://peachcourt.com/Redirect?id=BEU5MLOB>

Payment amount: \$5.48
Method of payment: CreditCard
Client Reference #: N/A

A file-stamped copy of this filing has been electronically mailed to:
cassie.taylor@gsccca.org, pscott@brbcsw.com, hahnberg@brbcsw.com, aszokoly@brbcsw.com,
laspinwall@brbcsw.com, bwatkins@brbcsw.com, mdukes@brbcsw.com; nmack@brbcsw.com

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-QXNY2NVT.

We are here to help! Reach out however you like:

**Reply to this message
Call toll-free 844-GA-EFILE**

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Tuesday, September 3, 2024 10:03 PM
To: Jay Roberts; Carrie Toler; tbeaton@robertstate.com; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Document Purchase Receipt

Thank you for purchasing your document(s) through PeachCourt. Here is a summary of your purchase(s) on 9/3/2024 on payment account (AMEX) Firm Card - Neisis XXXX1098:

Document Details:

D-F52JQTJP-1 | Client Ref #: N/A | Proceeding | SUCV2004000442 | Greene Superior | Pages: 22 | \$13.76

Subtotal: \$11.00
eAccess Fee: \$2.00
Convenience Fee: \$0.76
Total Payment Amount: \$13.76

Payment Details:
Peach Number: D-F52JQTJP
Total Page Count: 22
Charge Date: 9/3/2024
Payment Method: (AMEX) Firm Card - Neisis XXXX1098

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Account: ROBERTS TATE LLC, SAINT SIMONS ISLAND GA (1004062120)
Date Range: September 01, 2024 - September 30, 2024
Report Format: Summary-Account by Client by User by Day
Products: Westlaw

Content Families: All Content Families

Account by Client by User by Day			Database Time	Transactions	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
Client BROOKS								
User Name FLORA,MARSHA (20401701)								
Day 09/10/2024								
Totals for Included				7	595.00 USD	13.97 USD	0.00 USD	13.97 USD
Totals for Day 09/10/2024				7	595.00 USD	13.97 USD	0.00 USD	13.97 USD
Day 09/11/2024								
Totals for Included				1	85.00 USD	2.00 USD	0.00 USD	2.00 USD
Totals for Day 09/11/2024				1	85.00 USD	2.00 USD	0.00 USD	2.00 USD
Day 09/25/2024								
Totals for Included				29	3,703.00 USD	86.97 USD	0.00 USD	86.97 USD
Totals for Day 09/25/2024				29	3,703.00 USD	86.97 USD	0.00 USD	86.97 USD
Totals for User Name FLORA,MARSHA (20401701)				37	4,383.00 USD	102.94 USD	0.00 USD	102.94 USD
Totals for Client BROOKS				37	4,383.00 USD	102.94 USD	0.00 USD	102.94 USD

Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Tuesday, October 29, 2024 11:58 AM
To: Jay Roberts; Carrie Toler; tbeaton@robertstate.com; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity Case # 23CV00067

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 10/29/2024 at 11:57 AM
Peach #: E-QH5K4SGX
Case #: 23CV00067
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

Response: Response to Defendant's Motion to Dismiss Second Amended Complaint
Response_in_Opp_to_MTD_Second_Amended_Complaint_Brooks with exhibits (002).pdf

Filer: James Roberts

Payment amount: \$5.48

eFiling Fee: \$5.00
Convenience Fee: \$0.48

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-QH5K4SGX.

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Neisis Humphreys

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Tuesday, October 29, 2024 11:53 AM
To: Jay Roberts; Carrie Toler; tbeaton@robertstate.com; Neisis Humphreys; lkerby@robertstate.com
Subject: PeachCourt Activity Case # 23CV00067

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 10/29/2024 at 11:53 AM
Peach #: E-DXLMYATC
Case #: 23CV00067
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

Amended Complaint: Named Plaintiff's Third Amended Verified Class Action Complaint
Schreck_Third_Amended_Complaint with Exhibits (002).pdf

Filer: James Roberts

Payment amount: \$5.48

eFiling Fee: \$5.00

Convenience Fee: \$0.48

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-DXLMYATC.

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SAINT SIMONS ISLAND
263 EDWARDS PLZ
SAINT SIMONS ISLAND, GA 31522-9998
(800)275-8777

10/29/2024 12:33 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

JSPS Grnd Advtg	1		\$10.65
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Brunswick, GA 31521

Weight: 3 lb 10.60 oz

Estimated Delivery Date

Th 10/31/2024

Tracking #:

9534 6109 9722 4303 4275 14

Insurance

Up to \$100.00 included

\$0.00

Total

Grand Total:

\$10.65

Credit Card Remit

\$10.65

Card Name: MasterCard

Account #: XXXXXX XXXXX1649

Approval #: 030615

Transaction #: 518

AID: ACC0000342203

AL: JS Debit

PIN: Not Required

Chip

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Date rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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"all is about your experience. Go to: <https://posta.experience.com/Pos> or scan this code with your mobile device."

Account: (1004062120)

Date Range: October 01, 2024 - October 29, 2024

Report Format: Summary-Account by Client by User by Day

Products: Westlaw

Content Families: All Content Families

Account by Client by User by Day		Standard Charge	Tax Amount	Total Charge
Client BROOKS				
User Name FLORA,MARSHA (20401701)				
Day 10/16/2024				
Totals for Included		7,853.00 USD	0.00 USD	249.97 USD
Totals for Day 10/16/2024		7,853.00 USD	0.00 USD	249.97 USD
Totals for User Name FLORA,MARSHA (20401701)		7,853.00 USD	0.00 USD	249.97 USD
Totals for Client BROOKS		7,853.00 USD	0.00 USD	249.97 USD

Client BROOKS COUNTY

Account: ROBERTS TATE LLC, SAINT SIMONS ISLAND GA (1004062120)

Date Range: December 01, 2024 - December 31, 2024

Report Format: Summary-Account by Client by User by Day

Products: Westlaw

Content Families: All Content Families

Account by Client by User by Day

Database Time				Transactions	Docs/Lines	Time	Standard Charge	Special Pricing Charge	Total Charge
Client BROOKS COUNTY FIRE									
User Name ROBERTS,JAY (10226024)									
Day 12/03/2024									
Totals for Included				2			228.00 USD	17.51 USD	17.51 USD
Totals for Day 12/03/2024				2			228.00 USD	17.51 USD	17.51 USD
Totals for User Name ROBERTS,JAY (10226024)				2			228.00 USD	17.51 USD	17.51 USD
Totals for Client BROOKS COUNTY FIRE				2			228.00 USD	17.51 USD	17.51 USD

Brandy Johns

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Tuesday, January 7, 2025 2:54 PM
To: Karen Irby; Carrie Chasteen; Aidan Farris; JP Fountain
Subject: PeachCourt Activity Case # 23CV00067

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 1/7/2025 at 2:54 PM
Peach #: E-EL4FCRBV
Case #: 23CV00067
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

Response: Response to Calendar call Announcement
Announcement Brooks County 1.7.25.pdf

Filer: Karen Irby

Payment amount: \$5.48

eFiling Fee: \$5.00

Convenience Fee: \$0.48

Thank you for filing with PeachCourt, Georgia's eFiling and Document Access Solution.
If you have any questions about the status of this filing, please call the PeachCourt Support Center at 844-GA-EFILE (844-423-3453) and refer to Peach #E-EL4FCRBV.

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Chat at <https://www.peachcourt.com/>
Learn a lot at <http://awesome.peachcourt.com/>

Brandy Johns

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Thursday, February 6, 2025 3:51 PM
To: Karen Irby; Carrie Chasteen; Aidan Farris; JP Fountain
Subject: PeachCourt Activity 23CV00067: Filing Confirmed

The following filing information has been accepted by the Clerk of Brooks Superior Court. We invite you to reply to this message if you have any questions.

Filing Date: 2/6/2025 at 12:04 PM
Filer: Karen Irby
Peach #: E-NBZTAV4D
Case #: 23CV00067
Assigned Judge:
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

A file-stamped copy of each document is available for you to download. The download link is available for 30 days from the time this message was sent.

If the links below are not clickable, please copy and paste each link into your browser.

Amended Complaint | Fourth Amended Complaint | <https://peachcourt.com/Redirect?id=R2UHEVUM>

Exhibit | Exhibit A | <https://peachcourt.com/Redirect?id=AZIHH0AL>

Exhibit | Exhibit B | <https://peachcourt.com/Redirect?id=KYV0L5ZO>

Exhibit | Exhibit C | <https://peachcourt.com/Redirect?id=SRHMTY4V>

Exhibit | Exhibit D | <https://peachcourt.com/Redirect?id=YLV3HAUN>

Exhibit | Exhibit E | <https://peachcourt.com/Redirect?id=4JJICNUF>

Exhibit | Exhibit F | <https://peachcourt.com/Redirect?id=3WMIZL3M>

Exhibit | Exhibit G | <https://peachcourt.com/Redirect?id=E2MVZHGR>

Exhibit | Exhibit H | <https://peachcourt.com/Redirect?id=1O21QOX4>

Payment amount: \$5.48
Method of payment: CreditCard
Client Reference #: N/A

A file-stamped copy of this filing has been electronically mailed to:
cassie.taylor@gsccca.org, jroberts@robertstate.com, ctoler@robertstate.com; kirby@robertstate.com;
afarris@robertstate.com; jfountain@robertstate.com, pscott@brbcsww.com, hahnberg@brbcsww.com,
aszokoly@brbcsww.com, laspinwall@brbcsww.com , bwatkins@brbcsww.com, mdukes@brbcsww.com;
nmack@brbcsww.com

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Brandy Johns

From: PeachCourt Notifications <notifications@peachcourt.com>
Sent: Monday, June 23, 2025 3:02 PM
To: Jay Roberts; Carrie Chasteen; Karen Irby; Aidan Farris; JP Fountain
Subject: PeachCourt Activity Case # 23CV00067

The following filing was received by PeachCourt and has been successfully transmitted to the Clerk of Brooks Superior Court. You will receive a separate confirmation message if this filing is accepted by the clerk. We invite you to reply to this message if you have any questions.

Submission Date: 6/23/2025 at 3:02 PM
Peach #: E-R4DVY2EU
Case #: 23CV00067
Case Name: STEVEN SCHRECK VS BROOKS COUNTY

Documents

Motion: Joint Motion and Supporting Memo of Law for Preliminary Approval
Brooks Memo of law in Supp of Prelim Approval FINAL 6.23.2025.pdf

Filer: James Roberts

Payment amount: \$5.48

eFiling Fee: \$5.00

Convenience Fee: \$0.48

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GENTLE TURNER & BENSON, LLC
ATTORNEYS AND COUNSELLORS AT LAW
501 RIVERCHASE PARKWAY EAST, SUITE 100
HOOVER, ALABAMA 35244

EDGAR C. GENTLE, III
TERRY D. TURNER, JR. *
KATHERINE A. BENSON
J. CHRISTOPHER SMITH
JENNIFER L. BLANKENSHIP
HANNAH N. TRUCKS
REBECCA K. ATKIN
C. FORD WATERS

TELEPHONE (205) 716-3000
TELECOPIER (205) 716-3010
* ALSO ADMITTED IN FLORIDA

July 25, 2025

Roberts Tate

File No. 6667-10W - Schreck QSF Website Development

For services rendered and expenses incurred from July 1, 2025 to July 31, 2025:

Professional Services

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/2/2025	992070 TRT	Initial web build	0.50
7/5/2025	992071 TRT	Preparation of website, brand colors and logo	0.50
7/7/2025	992072 TRT	Embedded documents and added subtitles	1.00
7/9/2025	992073 TRT	Telephone conference to discuss spreadsheets	0.40
7/10/2025	992074 TRT	Preparation of website, adjust colors, add contact and scroll button	0.50
	992075 TRT	Preparation of spreadsheet	0.50
	992076 TRT	Cleaning spreadsheet and checking website access	2.80
7/11/2025	992077 TRT	Set up website web hosting and spreadsheet cleanup	1.60

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/11/2025	992078 TRT	Password protect site	0.30
7/13/2025	992079 TRT	Revise logo on mobile, embed spreadsheet	0.50
7/14/2025	991157 TDT	Preparation of the website for the QSF	2.60
	992080 TRT	Web review and updates	2.80
7/15/2025	991270 TDT	Development of the QSF website	2.30
	992081 TRT	Website updates at the office, important dates, copy for intro	2.00
7/16/2025	992082 TRT	Adjust embed settings, correct important date text	0.10
	992083 TRT	Add updated claim forms to the site	0.30

Gross Amount Requested:

18.70 \$1,692.00

Attorney, Accountant and Assistant Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Terry D. Turner, Jr., Attorney	4.90	120.00	\$588.00
Tyler R. Turner	13.80	80.00	\$1,104.00

Disbursements

<u>Description</u>	
Web Hosting	215.64
Web Hosting - Microsoft 365 Email	26.15
Total additional charges	\$241.79
Total amount of this bill	\$1,933.79
Balance due	\$1,933.79

GENTLE TURNER & BENSON, LLC
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501 RIVERCHASE PARKWAY EAST, SUITE 100
HOOVER, ALABAMA 35244

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HANNAH N. TRUCKS
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C. FORD WATERS

TELEPHONE (205) 716-3000
TELECOPIER (205) 716-3010
* ALSO ADMITTED IN FLORIDA

July 25, 2025

Schreck QSF Class Member Notice

File No. 6667-10 {N} - Schreck QSF Class Member Notice

For services rendered and expenses incurred from July 1, 2025 to July 31, 2025:

Professional Services

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/7/2025	992030 ST	Processing and mailing out of Settlement Notice packets	4.00
	992040 LE	Processing and mailing out of Settlement Notice packets	4.00
	992060 MM	Processing and mailing out of Settlement Notice packets	3.00
	992050 SN	Processing and mailing out of Settlement Notice packets	3.00
7/8/2025	992031 ST	Processing and mailing out of Settlement Notice packets	4.00
	992041 LE	Processing and mailing out of Settlement Notice packets	3.00
	992061 MM	Processing and mailing out of Settlement Notice packets	3.00
	992051 SN	Processing and mailing out of Settlement Notice packets	3.00

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/9/2025	992032 ST	Processing and mailing out of Settlement Notice packets	4.00
	992042 LE	Processing and mailing out of Settlement Notice packets	3.00
	992062 MM	Processing and mailing out of Settlement Notice packets	3.00
	992052 SN	Processing and mailing out of Settlement Notice packets	3.00
7/10/2025	992033 ST	Processing and mailing out of Settlement Notice packets	4.00
	992043 LE	Processing and mailing out of Settlement Notice packets	3.00
	992063 MM	Processing and mailing out of Settlement Notice packets	3.00
	992053 SN	Processing and mailing out of Settlement Notice packets	3.00
7/11/2025	990927 SRC	Preparation of creating a merge file and preparing and processing mailing letters	2.00
	990774 MG	Work on draft documents for Notification to the Claimants, documents for the website and documents for Publication	2.50
	992034 ST	Processing and mailing out of Settlement Notice packets	4.00
	992044 LE	Processing and mailing out of Settlement Notice packets	3.00
	992064 MM	Processing and mailing out of Settlement Notice packets	3.00
	992054 SN	Processing and mailing out of Settlement Notice packets	4.30
7/14/2025	990929 SRC	Preparation of and processing notice letters for mailout	6.00
	990945 ALW	Processing of mail out	2.50
	991070 KMC	Management of putting return address labels on envelopes	2.00

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/14/2025	992035 ST	Processing and mailing out of Settlement Notice packets	4.00
	992045 LE	Processing and mailing out of Settlement Notice packets	4.00
	992065 MM	Processing and mailing out of Settlement Notice packets	4.00
	992055 SN	Processing and mailing out of Settlement Notice packets	2.90
7/15/2025	991269 TDT	Handling of Notice matters	0.60
	991239 ALW	Processing of mail out	1.20
	991218 MG	Work on client mailout	2.90
	991231 KMC	Management of putting return address labels on envelopes	6.00
	992036 ST	Processing and mailing out of Settlement Notice packets	4.00
	992046 LE	Processing and mailing out of Settlement Notice packets	4.00
	992066 MM	Processing and mailing out of Settlement Notice packets	4.00
	992056 SN	Processing and mailing out of Settlement Notice packets	3.00
7/16/2025	991483 TDT	Handling of QSF Notice matters	3.60
	991515 ALW	Processing of mailout	1.20
	991437 MG	Work on claimant mail out packets	2.00
	991360 MG	Work draft claimant documents to be sent to claimants	0.50
	991459 KMC	Management of putting return address labels on envelopes	7.00

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/16/2025	992037 ST	Processing and mailing out of Settlement Notice packets	4.00
	992047 LE	Processing and mailing out of Settlement Notice packets	4.00
	992067 MM	Processing and mailing out of Settlement Notice packets	4.00
	992057 SN	Processing and mailing out of Settlement Notice packets	3.00
7/17/2025	991618 SRC	Preparation of creating multiple merge files and preparing and processing addresses for mail out and processing notices	2.00
	991511 ALW	Processing of claimant mailout	2.30
	991514 MG	Work on claimant packets for mailing	4.20
	991527 KMC	Management of putting return address labels on envelopes and stuffing envelopes	7.00
	992038 ST	Processing and mailing out of Settlement Notice packets	4.00
	992048 LE	Processing and mailing out of Settlement Notice packets	4.00
	992068 MM	Processing and mailing out of Settlement Notice packets	4.00
	992058 SN	Processing and mailing out of Settlement Notice packets	3.00
7/18/2025	991698 TDT	Review of emails from Fund claimants, and process of Notices for mail out	1.80
	991602 ALW	Processing of claimant mailout	4.50
	991605 MG	Work on draft claimant packets for sending out	1.60
	991812 KMC	Management of putting return address labels on envelopes, tri-fold letters and stuff envelopes	8.00
	992039 ST	Processing and mailing out of Settlement Notice packets	2.90

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>
7/18/2025	992049 LE	Processing and mailing out of Settlement Notice packets	4.00
	992069 MM	Processing and mailing out of Settlement Notice packets	3.30
	992059 SN	Processing and mailing out of Settlement Notice packets	3.00
7/21/2025	991760 TDT	Handling of the Notice mail out and review of emails from potential class members	1.80
	991643 ALW	Processing of claimant mailout	0.90

Gross Amount Requested:

214.50 \$7,720.50

Attorney, Accountant and Assistant Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Terry D. Turner, Jr., Attorney	7.80	120.00	\$936.00
Stephen R. Creed, Accountant	10.00	30.00	\$300.00
Amanda L. Williams, Assistant	12.60	30.00	\$378.00
Michele Goffe, Assistant	13.70	30.00	\$411.00
Kristy M. Carter, Assistant	30.00	30.00	\$900.00
Stephanie Turner	38.90	45.00	\$1,750.50
Lori Elgin	36.00	30.00	\$1,080.00
Millie Moffett	34.30	30.00	\$1,029.00
Susan Norris	31.20	30.00	\$936.00

Disbursements

<u>Description</u>	
Postage	9,922.24
Copies	7,126.45
Publishing Fee (The Quitman Free Press)	370.00
Total additional charges	\$17,418.69
Total amount of this bill	\$25,139.19
Balance due	\$25,139.19

Exhibit "B"

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, on March 15, 2023, Steven Schreck ("Schreck") filed a putative class action in the Superior Court of Brooks County, Georgia entitled *Steven Schreck v. Brooks County, Georgia, Civil Action No. 23CV00067*, asserting individual and class claims for: (i) refunds under O.C.G.A. § 48-5-380 of fees assessed, charged, and/or collected by Brooks County pursuant to the Brooks County Ordinance Regulating the Assessment of Fees for the Fire Protection Services in Brooks County Resolution 2014-02 (the "Ordinance") on the basis that such fees allegedly constituted an illegal tax; (ii) a declaration that the above referenced fees that Brooks County assessed, charged, and/or collected pursuant to the Ordinance are an illegal tax; (iii) an injunction barring Brooks County from assessing, charging, or collecting such fees in the future; (iv) a refund claim on the basis that such fees were illegally and erroneously levied and collected in violation of the due process and equal protection clauses of the Constitution of the State of Georgia; (v) a claim for attorneys' fees under O.C.G.A. § 13-6-11; and (vi) a claim for prejudgment interest;

WHEREAS, on October 20, 2023, Schreck filed his *Named Plaintiff's First Amended Verified Class Action Complaint*;

WHEREAS, on April 18, 2024, Schreck filed his *Named Plaintiff's Second Amended Verified Class Action Complaint*;

WHEREAS, on October 29, 2024, Schreck filed his *Named Plaintiff's Third Amended Verified Class Action Complaint*;

WHEREAS, Schreck filed motions for class certification;

WHEREAS, the County filed motions to dismiss;

WHEREAS, the motions for class certification and motions to dismiss remain pending;

WHEREAS, the parties have negotiated at arm's length to reach this Settlement Agreement and Release (the "Agreement"), which, if approved by the Court, shall settle and compromise the Claims, and all Settlement Class Members' Released Claims against the Released Parties on the terms set forth herein;

NOW, THEREFORE, the undersigned parties agree to settle the Claims, including the Settlement Class Members' claims, subject to Court approval, on the following terms:

SECTION 1 (DEFINITIONS)

For purposes of this Agreement, the following definitions shall apply:¹

1. "Cash Consideration" or "Fire Fee Refund" means the amount of money each Settlement Class Member shall receive as contemplated in this Agreement.

¹ In the event that the Agreement is not fully and finally approved for any reason, neither Plaintiff, the Settlement Class, Class Counsel, nor the City shall be bound by these definitions or other provisions of this Agreement and neither Plaintiffs, the Settlement Class, Class Counsel, nor the City shall use the definitions contained within this Agreement as evidence in support of any argument or position in any motion, brief, hearing, appeal or otherwise, except for proceedings related to the enforcement of or the defense of this Agreement.

2. "Claim Forms" means the claim forms that Settlement Class Members must properly complete and timely return to the Claims Administrator to be eligible to receive Cash Consideration; the Parties have agreed to the following forms of Claim Forms and shall seek court approval of the same:

- a. "Category 2 Class Member Claim Form" is attached hereto as Exhibit 1;
- b. "Missing Class Member Claim Form" is attached hereto as Exhibit 2;
- c. Alternate Class Member Claim Form is attached hereto as Exhibit 3;
- d. "Class Member Objection Form" is attached hereto as Exhibit 4; and
- e. "Address Update Form" is attached hereto as Exhibit 5 and is to be used for Settlement Class Members changing their mailing address during the Distribution Period.

3. "Claims Administrator" means Terry D. Turner, Jr., of Gentle Turner & Benson, LLC; in the unlikely event that Terry D. Turner, Jr., is not approved by the Court, the "Claims Administrator" is the entity approved by the Court to administer the Notice and claims process contemplated in and by this Agreement.

4. "Class Counsel" refers to James L. Roberts, IV at the law firm of Roberts Tate, LLC.

5. "Consolidated Claims" refers to all the individual and class claims raised in *Named Plaintiff's Verified Class Action Complaint*, *Named Plaintiff's*

Second Amended Verified Class Action Complaint, Named Plaintiff's Second Amended Verified Class Action Complaint, and Named Plaintiff's Third Amended Verified Class Action Complaint, including the Settlement Class Members' claims as well as any claim or cause of action that could have been raised or asserted in the referenced actions.

6. "County" refers to Brooks County, Georgia, members of the Brooks County Commission, the Brooks County Tax Commissioner, Becky P. Rothrock, the Brooks County Board of Tax Assessors, and each of the foregoing's past, present, and/or future employees, attorneys, boards, officials, agents, and representatives, both in their individual and official capacities.

7. "Court" refers to the Superior Court of Brooks County, Georgia presiding over this action.

8. "Court-Awarded Class Counsel Fees, Costs, and Expenses" means Class Counsel's reasonable attorneys' fees, costs, and expenses allocable to the effort, risk, costs and expenses incurred by Class Counsel for the benefit of the Settlement Class in the course of the investigation, prosecution, settlement, and/or administration of all claims and the Consolidated Claims, for which Class Counsel may apply to the Court for payment and/or reimbursement in connection with this Agreement and the Final Approval Order and Judgment, subject to the terms of this Agreement.

9. "Effective Date" means the first date on which all of the following have occurred: (i) the Notice and Claim Form have been distributed, published or otherwise made available to the Settlement Class pursuant to the terms of the Court's Preliminary Approval Order; (ii) the Court has issued a final order and judgment giving final approval to this Agreement and dismissing the Schreck Lawsuit and the Consolidated Claims with prejudice pursuant to the terms of this Settlement, with the Court retaining jurisdiction to enforce and administer the terms of this Settlement, as necessary (the "Final Approval Order and Judgment"); (iii) the time for appeal or review of the Final Approval Order and Judgment has expired without any appeal or review having been taken or, if taken and not dismissed, such Final Approval Order and Judgment have been upheld in all material respects and are no longer subject to appeal or review (at which point the Judgment becomes a "Final Judgment"); and (v) any collateral attack on the material terms of this Agreement or the effectiveness of any material terms of the Court's Preliminary Approval Order or Final Approval Order and Judgment, which attack is filed before the date of the Final Approval Order and Judgment, is dismissed with prejudice and/or resolved in a manner in which this Agreement, the Preliminary Approval Order, and the Final Approval Order and Judgment are upheld in all material respects. For the avoidance of doubt, the term "Judgment" is used only to reflect the fact that this matter has been resolved pursuant to the terms

of this Settlement and not indicate that any liability has been established against the County.

10. "Escrow Account" refers to an escrow account opened and maintained by the Claims Administrator to hold the Total Cash Consideration and from which all fees, costs, expenses and payments contemplated by this Agreement will be funded, including, but not limited to, the costs of Notice and Claims Administration; Service Awards; Court-Awarded Class Counsel Fees, Costs, and Expenses; all Cash Consideration paid to Settlement Class Members; and reversion payment, if any, to the County. The escrow account shall be an interest bearing, FDIC insured account established by the Claims Administrator. The Escrow Account shall have a unique Taxpayer Identifier Number.

11. "Fire Fees" refers to the fees the County assessed Settlement Properties pursuant to the Ordinance.

12. "Maximum Cash Consideration" means the total amount of Fire Fees collected by the County from a Settlement Class Member during the Settlement Class Period, and which amount is the maximum amount of Cash Consideration that a Settlement Class Member is eligible for and may be paid as contemplated in this Agreement.²

13. "Notice" means the forms of notice to Settlement Class Members to

² The County shall not be required to identify or calculate the Maximum Cash Consideration as part of the Notice to Settlement Class Members.

be approved by the Court pursuant to O.C.G.A. § 9-11-23; the Parties have agreed to the forms of Notice attached as **Exhibit 6** (individual notice) and **Exhibit 7** (publication notice) and shall seek the Court's approval for same.

14. "Notice and Administration Costs" means any and all fees, costs, or expenses incurred by the Class Administrator in connection with or relating to administering the terms of this Agreement, including, but not limited to, the fees, costs, and expenses relating to: (i) making available to each Settlement Class Member the Notice and the Claim Form pursuant to the terms of the Court's Preliminary Approval Order; (ii) creating and managing the settlement website; (iii) administering the claims and payment process; (iv) making settlement payments to Settlement Class Members; (v) determining the amount of the reversion (if any) and providing the same to the County; and (vi) filing with the Court the Claim's Administrator's sworn certification that he has discharged all of its responsibilities pursuant to this Agreement and the Court's instructions. In the event that Plaintiff or Class Counsel incurs any fees, costs, or expenses relating to implementing and/or effectuating this Agreement that are not incurred by the Class Administrator, then Plaintiff and Class Counsel must seek reimbursement of those fees, costs, or expenses through their motion for Court-Ordered Class Counsel Fees, Costs, and Expenses.

15. "Ordinance" has the meaning set forth in the Recitals above.

16. "Parties" refers to Plaintiff and the County.

17. "Plaintiff" means Steven Schreck.

18. "Preliminary Approval Order" means the Court's order granting preliminary approval of this Agreement and conditional certification of the Settlement Class.

19. "Released Claims" means any and all actions, claims, demands, rights, suits, debts, and causes of action of whatever kind or nature against the Released Parties, including damages, costs, expenses, penalties, equitable relief, declaratory relief, injunctions, and attorneys' fees, known or unknown, suspected or unsuspected, in law or in equity that arise out of or relate to the factual allegations and claims asserted in this case individually and/or on a class wide basis, including but not limited to all claims arising out of or in any way relating to the Ordinance, the Fire Fee, or any refund claims under O.C.G.A. § 48-5-380. For the avoidance of doubt, the Released Claims include all claims of any kind (including, but not limited to claims for refunds, penalties, or interest) arising out of or in any way relating to Fire Fees assessed, billed, charged, or collected on or before December 31, 2025, regardless of when such fees were paid. This release applies to all such claims, whether asserted individually or on a class-wide basis, and whether such claims are known or unknown, suspected or unsuspected, fixed or contingent, or based on actions, assessments, billings, collections, charges, or

omissions occurring on or before December 31, 2025. This release shall fully and finally resolve all claims, demands, and causes of action relating to Fire Fees assessed, billed, charged, or collected for any period through December 31, 2025, and no claim relating to such fees may be brought at any time in the future. This release does not preclude the right to claim refunds or declaratory or injunctive relief for any Fire Fees that are billed, assessed, or charged after January 1, 2026.

20. "Released Parties" shall refer jointly and severally, individually and collectively, to the County, members of the Brooks County Commission, the Brooks County Tax Commissioner, Becky Rothrock, Brooks County Board of Tax Assessors, and each of the foregoing's past, present, and/or future employees, attorneys, boards, officials, agents, and representatives, both in their individual and official capacities.

21. "Releasing Parties" means, individually and collectively, each and every Plaintiff and Settlement Class Member, including any of his/her/its past, present or future: privies, agents, legal representatives, trustees, heirs, executors, administrators, beneficiaries, estates, companies, spouses, purchasers, and assigns; each person or entity that is a taxpayer or property owner under O.C.G.A. §§ 48-5-380 or 48-1-2 with respect to a Settlement Property or a Fire Fee; each owner or occupant of a Settlement Property; and any one claiming by or through any of the foregoing.

22. "Service Awards" means Service payments to Plaintiff for which Plaintiff and Class Counsel may apply to the Court subject to the terms of this Agreement.

23. "Settlement Class" means all Settlement Class Members consisting of "Category 1 Class Members", "Category 2 Class Members", "Missing Class Members" and "Alternate Class Members".

24. "Settlement Class Period" means the period beginning on January 1, 2018 and ending on the date of the Court's entry of the Final Approval Order and Judgment but does not apply to any billings of Fire Fees that might be made for 2026 or thereafter.

25. "Settlement Class Member" means individuals or entities determined to be entitled to Fire Fee Refunds including:

- a. "Category 1 Class Members" means Settlement Property Owners who paid Fire Fees during the Class Members who continue to own the Settlement Property as of the date of publication by the Administrator of the list of Settlement Property Owners entitled to Fire Fee Refunds and for whom no determination is made thereafter that an Alternate Class Member is entitled to such Fire Fee Refund;
- b. "Category 2 Class Members" means Settlement Property Owners who no longer own the Settlement Property as of the date of publication by

the Administrator of the list of Settlement Property Owners entitled to Fire Fee Refunds; and

- c. “Missing Class Member” means a Settlement Property Owner who paid Fire Fees during the Settlement Class Period but is not included in the list of Settlement Class Members entitled to Fire Fee Refunds published by the Administrator
- d. “Alternate Class Member” means individuals or entities who made payment of Fire Fees on behalf of a Settlement Property Owner who contend that they are entitled to receive the Fire Fee Refund rather than the Settlement Property Owner

26. "Settlement Property" means a property against which a Fire Fee was assessed pursuant to the Ordinance during the Settlement Class Period.

27. “Settlement Property Owner” means person or entity that owned the Settlement Property during the Settlement Class Period and was billed and responsible for payment of the Fire Fee assessed for any Settlement Property regardless of whether the payment of Fire Fee was tendered or transmitted by another person or entity including but not limited to lessees, mortgage companies or related individuals or entities.

28. "The Schreck Lawsuit" shall refer to *Schreck v. Brooks County, Georgia*, Civil Action No. 23CV00067.

29. "Special Master" shall mean special court appointed counsel will rule on any individual defenses or disputes in the individual refund calculation and administration process. The Special Master's decision shall be final and binding except as to questions of law, which are subject to review by the Judge and/or any appellate court of this state with jurisdiction over the subject matter.

30. "Time of Distribution" or "Distribution Period" means the window of time beginning on the Effective Date and ending 90 business days after the publication of the Final Settlement Class Member List following resolution by the Special Master of any claims or objections submitted; it is during this Distribution Period that any Cash Consideration to Settlement Class Members shall be paid by the Claims Administrator from the Escrow Account.

31. "Total Cash Consideration" shall have the meaning in Section 2(A) below.

**SECTION TWO (CONSIDERATION TO THE SETTLEMENT CLASS,
METHOD OF PROVIDING SUCH CONSIDERATION
AND ADMINISTRATION)**

The County agrees to provide the following consideration to Plaintiff, and the Settlement Class:

A. By no later than July 15, 2025, the County agrees to pay One Hundred and Fifty Thousand and no/100 Dollars (\$150,000.00) into the Escrow Account.

By January 15, 2026, the County agrees to pay Two Hundred and Fifty Thousand and no/100 Dollars (\$250,0000) into the Escrow Account. By July 15, 2026, the County agrees to pay Two Hundred and Fifty Thousand and no/100 Dollars (\$250,0000) into the Escrow Account. By January 15, 2027, the County agrees to pay Three Hundred and Fifty Thousand and no/100 Dollars (\$350,0000) into the Escrow Account. These four payments collectively shall constitute the "Total Cash Consideration." Notwithstanding any other provision in this Agreement to the contrary, the County's total monetary obligation under this Agreement, inclusive of all payments for the Total Cash Consideration, Notice and Administration Costs, Court-awarded Class Counsel Fees, Costs, and Expenses, Service Awards, and any other costs, fees or damages including but not limited to Administration or Special Master Fees, shall not exceed One Million Dollars (\$1,000,000.00). The County shall not be responsible for any additional costs, expenses, or payments beyond this amount under any circumstance.

B. The Total Cash Consideration shall be used to fund and pay any and all (i) Notice and Administration Costs; (ii) Service Awards; and (iii) Court-awarded Class Counsel Fees, Costs, and Expenses (combined and inclusive). The remainder of the Total Cash Consideration after deducting Notice and Administration Costs, Service Awards to the Plaintiff, and all Court awarded Class Counsel Fees, Costs, and Expenses shall be the "Net Cash Consideration."

C. The Net Cash Consideration shall be allocated to Settlement Class Members (to be termed each such Settlement Class Member's "Cash Consideration") as follows:

(i) If the sum of all Settlement Class Members' Maximum Cash Consideration exceeds the Net Cash Consideration, each Settlement Class Member shall be paid his or her proportional share of the Net Cash Consideration, which share shall be calculated as follows: (Net Cash Consideration divided by the sum of all Settlement Class Members' Maximum Cash Consideration) multiplied by that Settlement Class Member's Maximum Cash Consideration; or

(ii) If the sum of all Settlement Class Members' Maximum Cash Consideration is less than the Net Cash Consideration, each Settlement Class Member shall be paid his or her Maximum Cash Consideration, and the balance, if any, of the Net Cash Consideration shall revert to the County.

D. The Claims Administrator shall complete the initial identification of proposed Settlement Class Members entitled to refunds and the amount of the individual refunds due (each Settlement Class Member's Cash Consideration) based on Settlement Property Owners within four (4) months of final approval of the Consent Judgment ("Initial Settlement Class Member List"). The Administrator will post the Initial Settlement Class Member List on the Settlement Webpage and provide notice in The Quitman Free Press.

E. The Initial Settlement Class Member List will divide the prospective Settlement Class Members into Category 1 Class Members and Category 2 Class Members. No Claim Form will be required for Category 1 Class Members to be entitled to receive Settlement Class Member's Cash Consideration. Category 2 Class Members shall have 45 days from the posting of the Initial Settlement Class Member List to submit the Category 2 Class Member Claim Form.

F. Any Settlement Property Owner shall have the right to object to the calculation of any individual refund calculations made by the Administrator. Such objection shall be filed with the Special Master as defined below within forty-five (45) days of the Administrator's posting of the Initial Settlement Class Member List.

G. The Settlement Webpage will provide a claim form for potential Missing Class Members and Alternative Class Members (collectively "Claimants") to submit in the event they believe they are entitled to a refund with a time limit of forty-five (45) days from the posting of the Initial Settlement Class Member List on the Settlement Webpage. The Claims Administrator shall review any such claims by Claimants and determine whether they are in fact entitled to any refund in addition to or in lieu of those listed in the Initial Settlement Class Member List, submit his conclusions to the Claimants the Settlement Property Owner, and Defendant who shall have fifteen (15) days to object to the Administrator's

findings. Any such objections shall be heard by the Special Master as defined herein.

H. Finally, the page on the Settlement Webpage will provide a form for any Settlement Class Member to submit an Address Update Form.

I. Upon final conclusion of submission and review of Objections and claims submitted by Claimants including, the Claims Administrator will publish on the Settlement Webpage the Final Settlement Class Member List setting forth each Settlement Class Member's Cash Consideration.

J. Class 2 Class Members, Omitted Class Members and Alternate Class Members must properly complete and timely return a Claim Form to the Claims Administrator to receive any share of the Net Cash Consideration. To properly complete and timely return a Claim Form, Class 2 Class Members, Omitted Class Members and Alternate Class Members must timely comply with all the instructions on and requirements of the Claim Form. A Class 2 Class Members, Omitted Class Members and Alternate Class Members who does not properly and timely complete and return a Claim Form shall not be permitted to obtain, and shall not obtain, any funds from the Net Cash Consideration or any other portion of the Total Cash Consideration. It is the intention of this Agreement that refunds be paid to the Settlement Property Owner unless documented proof is submitted by Alternate Class Member demonstrating that payment was made by the Alternate

Class Member.

K. Subject to Section 2(F) below, Settlement Class Members shall receive their Cash Consideration via check, which shall be sent by the Claims Administrator via first-class U.S. mail to the address of record for Category 1 Class Members; the address provided in the Claim Form for Category 2 Class Members, Missing Class Members and Alternate Class Members or the address set forth in a Change of Address Form. Such checks will reflect that they shall expire within 90 calendar days after their issuance.

L. The Claims Administrator shall distribute via first-class U.S. mail each Settlement Class Member's Cash Consideration during the Distribution Period and, within 30 business days after the expiration of the Time of Distribution, certify to the Court that the Claims Administrator has completed all such distributions and mailings.

M. The County shall cooperate in good faith with Class Counsel and the Claims Administrator to provide the following information regarding potential Settlement Class Members in electronic form in a "Property Spreadsheet" to the extent it is reasonably available, including information available from the offices of the Brooks County Tax Commissioner: name of person/entity billed for each year of Class Period, tax parcel identification number of property to which such bill applied, street address of property to which such bill applied and mailing

address of person/entity to which bill was sent for each year, and amount billed and paid.

N. The County shall not be responsible for verifying the accuracy, completeness, or reliability of any information contained in the Property Spreadsheet or any other data or information provided in connection with this Settlement. The County makes no representations or warranties, express or implied, as to the correctness, accuracy, or completeness of the Property Spreadsheet or any other data or information. The provision of such information is solely for settlement administration purposes and shall not be construed as an admission of liability or responsibility by the County.

O. The County shall not be required to update, supplement, correct, or reconstruct any records that are missing, incomplete, or unavailable in its existing records. The County shall only be required to provide information that is reasonably accessible from the Brooks County Tax Commissioner's Office in the format in which it currently exists, without modification or verification.

P. The County has no responsibility with respect to, and shall in no event have any liability for, the Notice and Claims Administration process, including, without limitation, any mistakes, omissions, or errors and/or related damages in connection with the discharge of the Claims Administrator's or the Special Master's obligations or actions.

Q. Any and all checks returned or uncashed after one hundred and twenty (120) days from the Distribution Period shall be cancelled by the Claims Administrator.

R. Any Net Cash Consideration that is not distributed from the Escrow Account to Settlement Class Members or otherwise remaining in the Escrow Account shall belong to, and revert to, the County and shall be repaid to the County by the Claims Administrator within 240 days from the end of the Distribution Period. Upon such payment, the Claims Administrator shall close the Escrow Account. Interest earned on the Escrow Account shall be applied to the Claims Administrator's fees and expenses.

S. Upon the closure of the Escrow Account, the Claims Administrator shall file the Notice of Completion of Administration with the Court.

T. The Claims Administrator shall make all initial decisions in determining the Settlement Class Members, Claim Forms and Objections. In the event there is a dispute regarding the calculation of a Settlement Class Member's Cash Consideration calculation, Omitted Class Member's claim for Cash Consideration or whether a Settlement Property Owner or Alternate Settlement Class Member is entitled to receive Cash Consideration, the Claims Administrator shall attempt to resolve the dispute. In the event that the Claims Administrator is unable to resolve the dispute, it shall refer the dispute to the Special Master for

resolution.

U. Settlement Class Members shall be bound by this Agreement including all releases contained herein notwithstanding their dispute. Further, any Settlement Class Member who does not submit a timely objection to this Settlement Agreement prior to final approval by the Court shall be deemed to have consented to the Court resolving any dispute arising out of or relating to a claim or Claim Form, including, but not limited to, any disputes involving (i) the proper person or entity to complete a Claim Form; (ii) the person or entity entitled to Cash Consideration under this Agreement; and/or (iii) whether the Claim Form was properly completed or timely submitted. In no event shall the County have any liability or obligations arising out of or relating to a Settlement Class Member's dispute regarding a claim or Claim Form.

V. The County shall have no responsibility, duty, or obligation to ensure that the Claims Administrator of the Special Master properly fulfills its/their duties and/or obligations under this Agreement. The County shall have no liability for any errors, omissions, or inaccuracies in the data, whether clerical, computational, or otherwise. In no event shall the County have any responsibility or liability if a Settlement Class Member or any other person or entity was entitled to receive, and did not receive, some or all of the Cash Consideration he/she/it was entitled to receive under this Agreement. The County will have no liability for any actions or

decisions taken by either the Special Master or the Claims Administrator.

**SECTION THREE (DISMISSAL OF ACTIONS WITH PREJUDICE
AND RELEASE)**

A. Upon the Effective Date, the Schrek Lawsuit and all the Consolidated Claims therein, shall be dismissed with prejudice pursuant to this Settlement, with each party to bear his, her or its own fees, costs, and expenses except as set forth in this Agreement. Notwithstanding such dismissal, the Court shall retain jurisdiction to enforce and administer the Settlement and the Final Approval Order and Judgment.

B. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties shall be deemed to have fully, finally, and completely released the Released Parties from the Released Claims.

C. The Parties acknowledge that it is possible that unknown losses or claims exist or might exist or that present losses may have been underestimated in amount. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties are deemed to finally, fully, and forever expressly waive and relinquish any and all provisions, rights, and benefits with respect to the Released Claims.

D. The Releasing Parties are also deemed to acknowledge and understand that they may later discover claims presently unknown or unsuspected,

or facts in addition to or different from those which they now believe to be true with respect to the matters released herein and hereby. Nevertheless, it is the intention of the Releasing Parties to fully, finally, and forever settle and release the Released Claims with the Released Parties that exist hereafter may exist or might have existed.

SECTION FOUR (SETTLEMENT PROCEDURE)

A. Plaintiff shall draft a Joint Motion for Preliminary Approval and all pleadings associated therewith, including, but not limited to, (i) a brief in support of Plaintiff's Motion for Preliminary Approval seeking preliminary certification of the Settlement Class pursuant to O.C.G.A. § 9-11-23(b)(1) and (b)(2) and (ii) a proposed Order granting Plaintiff's Motion for Preliminary Approval, which shall be in the form of Exhibit 8 hereto. Plaintiff shall provide the County with a draft of their Motion for Preliminary Approval before filing and shall provide the County with at least fourteen (14) business days to review and comment on the motion. The Parties shall work together in good faith to attempt to agree upon the language contained within the Motion for Preliminary Approval. Plaintiff shall not state in the Motion for Preliminary Approval, or in any other document, that the County has admitted or conceded liability. Nothing in the Motion for Preliminary Approval shall be inconsistent with any term of this Agreement.

B. The County shall provide the Property Spreadsheet in good form to

the Claims Administrator no later than 30 days from execution of this Agreement.

C. Notice and Claims Administration:

(i) By no later than thirty (30) days after entry of the Preliminary Approval Order (or as otherwise ordered by the Court), the Claims Administrator shall distribute the Notice and Claim Form for each Settlement Property identified in the Property Spreadsheet by first class U.S. Mail.

(ii) By no later than fifteen (15) days after entry of the Preliminary Approval Order (or as otherwise ordered by the Court), the Claims Administrator shall post the Notice and a printable Claim Forms, together with copies of the Complaint, the First Amended Complaint, the Seconded Amended Complaint, the Third Amended Complaint, the Preliminary Approval Order, this Agreement, the Claim Form, and additional claim instructions and information on a single-purpose website dedicated for use by the Settlement Class (the "Settlement Website") and provide a link to such website on the Claims Administrator's home page. Claim Forms may be returned by any Class 2 Class Member, Omitted Class Member or Alternate Class Member by email or U.S. Mail, to the Class Administrator.

(iii) The Parties agree to seek Court approval of the mailed Individual Notice attached hereto as Exhibit 6.

(iv) The Claims Administrator shall also publish the Publication

Notice in a manner approved by the Court. The Parties agree to seek Court approval of the publication notice attached hereto as Exhibit 7. The Parties agree to propose publication of such Notice as follows: An advertisement in The Quitman Free Press. The publication Notice shall first be published within thirty (30) calendar days of the Claims Administrator receiving the Property Spreadsheet (or as otherwise ordered by the Court).

(v) The Claims Administrator shall create and publish on the Settlement Website documents agreed to by the Parties, including but not limited to the Claims Form, instructions for completing the Claims Form, information and instructions for making objections, and FAQs. These documents shall be published on the Settlement Website no later than fifteen (15) days after entry of the Preliminary Approval Order (or as otherwise ordered by the Court).

D. To be eligible to receive any Cash Consideration, Category 2 Class Members, potential Missing Class Members and Alternate Class Members must properly complete the Claim Form and return it to the Claims Administrator in a timely manner. All Claim Forms must be returned no later than within forty-five (45) days of the Administrator's posting of the Initial Settlement Class Member List. (or as otherwise ordered by the Court). Any Category 2 Class Members and potential Missing Class Members and Alternate Class Members who fail to properly complete and timely return the Claim Form shall not be eligible to

receive, and shall not receive, any Cash Consideration, though he/she/it shall still be subject to and governed by the release contained within this Agreement upon entry of the Final Approval Order and Judgment.

E. At or before the final approval hearing, Plaintiff shall move the Court to enter a Final Approval Order and Judgment, which shall (i) finally approve this Agreement and adjudge its terms to be fair, reasonable, adequate, and binding on all Releasing Parties; (ii) dismiss the Schreck Lawsuit with prejudice pursuant to this Settlement, with the Court retaining jurisdiction to enforce and administer the Settlement Agreement and the Final Approval Order and Judgment; (iii) effectuate the releases set forth in this Agreement by enjoining all Releasing Parties from asserting any Released Claims against any Released Parties; (iv) order that all distributions in connection with this Agreement be made as contemplated herein; and (v) require any Releasing Party who appeals the Final Approval Order and Judgment to post an appeal bond in an amount to be specified by the Court.

F. In the event the Effective Date does not occur for any reason, the Parties shall be restored to their respective positions as of the day before this Agreement was signed, as if this Agreement had never been signed. In such instance, this Agreement shall be considered null and void, no term or condition of this Agreement shall be enforceable, and no order entered in connection with this Agreement shall have any force or effect and shall be vacated. None of the

Plaintiff's claims or County's defenses, affirmative or otherwise, shall be deemed waived and/or prejudiced in any respect. Thereafter, the Plaintiff shall be free to pursue any claims available to him, and the County shall be free to assert any claims or defenses available to it.

G. The County agrees that it will not oppose, appeal, or seek review of any Service Award that does not exceed 2.5% of the Total Cash Consideration, i.e. Twenty-Five Thousand and no/100 Dollars (\$25,000.00). The County also agrees that it will not oppose, appeal, or seek review of any Court-awarded Class Counsel Fees that do not exceed 40% of the Total Cash Consideration, i.e. Four Hundred Thousand Dollars and No Cents (\$400,000.00). As stated fully in and subject to Section 2(A), all Notice and Administration Costs, Service Awards, and Court-awarded Class Counsel Fees, Costs, and Expenses shall be paid from the Total Cash Consideration. As stated fully in and subject to Section 2(A), in no event shall the County be required to pay any Notice and Administration Costs, Service Awards, Court-awarded Class Counsel Fees, Costs, and Expenses, or any other costs, fees, or damages, including but not limited to Administration or Special Master Fees using funds other than the Total Cash Consideration deposited in the Escrow Account. The Claims Administrator shall be responsible for providing any Service Awards and Court-awarded Class Counsel Fees, Costs, and Expenses to Plaintiff and Plaintiff's Counsel, respectively, using funds from the Total Cash

Consideration. Service Awards and Court-awarded Class Counsel Fees, Costs and Expenses shall be paid within ten (10) days following the Effective Date.

H. The Parties shall not be responsible to pay any attorneys' fees, costs, or expenses of any person or entity who objects or intervenes.

SECTION FIVE (RELEASES)

A. This Agreement, upon the Effective Date is intended to and shall fully and finally release the Releasing Parties' Released Claims. Each Releasing Party hereby (1) releases the Released Parties from the Released Claims and (2) covenants and agrees that he, she, or it shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. Released Parties do not agree or admit, and nothing in this Agreement establishes, implies, or can be used to suggest, that Plaintiff, the Releasing Parties, or any other persons or entities have any valid claims against the Released Parties.

B. The Releasing Parties covenant that, after the Effective Date of this Agreement, they shall not seek to recover against any of the Released Parties for any of the Released Claims. This covenant applies to all Releasing Parties, even if a Releasing Party does not receive any Cash Consideration because, among other things, he/she/it did not properly complete or timely submit the Claims Form, or for any other reason.

SECTION SIX (OTHER TERMS)

A. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties and Releasing Parties relating to the subject matter of this Agreement and supersede and cancel all prior oral and written agreements relating to the subject matter of this Agreement, including, but not limited to, any prior memorandum of understanding or term sheet. The Parties and their counsel represent that no representations or warranties have been made to them relating to the subject matter of this Agreement other than the representations and warranties specified in this Agreement.

B. If the date for performance of any act required by or as contemplated in this Agreement falls on a Saturday, Sunday, or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or as contemplated in this Agreement.

C. The Parties agree to use their respective best efforts to effectuate this Agreement, including cooperating in seeking to secure preliminary approval and, subsequently, final approval of this Agreement pursuant to the schedule set forth in this Agreement and the Court's Preliminary Approval Order, as well as the complete and final termination of the Schreck Lawsuit pursuant to a Final

Approval Order and Judgment as contemplated in this Agreement. The Parties also agree to use their respective best efforts to overcome and/or defeat any collateral attack on this Agreement.

D. This Agreement constitutes an arm's length compromise and settlement of disputed claims, denials, and defenses following extended litigation and mediation. Nothing in connection with this Agreement or the Parties' efforts to achieve Preliminary Approval or Final Approval of this Agreement shall constitute an admission of liability, denial, or defense by any Party or otherwise be used to prejudice the interests of any Party, except in connection with a Party's breach of this Agreement. The County expressly denies any and all claims of wrongdoing and denies any liability to Plaintiff or the Releasing Parties. Plaintiff expressly disputes the County's denials and defenses. All communications of any type by and between the Parties and their counsel in the course and in furtherance of negotiating and effectuating this Agreement shall remain confidential, except in connection with a Party's breach of this Agreement.

E. Any disputes by and between any of the Parties or Releasing Parties relating to the subject matter of this Agreement that are not specifically addressed in the Agreement or otherwise resolved between them shall be submitted to the Court for its resolution. The Court shall retain exclusive and continuing jurisdiction over the Schreck Lawsuit, and this Agreement and shall construe and

enforce this Agreement. The Parties and Releasing Parties irrevocably submit to the exclusive and continuing jurisdiction of this Court for any action or proceeding arising out of this Agreement. For purposes of such action or proceeding, and to the fullest extent that they may effectively do so under applicable law, Plaintiff, Releasing Parties, and the County irrevocably waive and agree not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to the jurisdiction (personal or otherwise) of the Court or that the Court is in any way an improper venue or an inconvenient forum. Nothing in this Agreement shall be construed as a submission to jurisdiction for any purpose other than enforcement and implementation of this Agreement. Subject to any applicable appellate rights, the Parties and Releasing Parties agree that the Court's decision shall be binding upon them.

F. This Agreement was arrived at after thorough bargaining and negotiations, with the parties having been represented by their respective attorneys. This Agreement shall be construed as if the parties jointly prepared it, and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing it. Any word or term used in the singular shall be deemed to include the plural and vice versa.

G. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, the relevant provision shall be deemed modified to the extent

necessary to make it enforceable.

H. All notices to the Parties or counsel required by this Agreement shall be made in writing and sent by first-class U.S. mail or, where appropriate, by the Court's e-filing and e- service system to the following addresses (or such different addresses as are provided in writing):

If to Plaintiff:

James L. Roberts, IV, Esq.
ROBERTS TATE, LLC
jroberts@robertstate.com
Post Office Box 21828
St. Simons Island, Georgia 31522
(912) 638-5200
(912) 638-5300 – Fax

If to the County:

Bradley J. Watkins, Esquire
Bwatkins@brbcsw.com
Amanda L. Szokoly, Esquire
ASzokoly@brbcsw.com
Paul Scott
pscott@brbcsw.com
BROWN, READDICK, BUMGARTNER,
CARTER, STRICKLAND & WATKINS, LLP
5 Glynn Avenue
Post Office Box 220
Brunswick, GA 31521

I. The undersigned counsel represent that they are fully authorized to enter into and to execute this Agreement between Plaintiff, individually, and on behalf of the Settlement Class, the Releasing Parties, and the County.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on March 19, 2025 and agree that it shall take effect when executed by each pf the undersigned.

James L. Roberts, IV, Esq., as counsel for the Plaintiff, the Settlement Class Members, and the Releasing Parties

Bradley J. Watkins, Esq., as counsel for the Defendant

Exhibit "1"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOK COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

CLAIM FORM FOR CATEGORY 2 CLASS MEMBERS

The Administrator in the above referenced class action Lawsuit has identified you as a Class Member no longer owning the property for which a refund for fire protection fees ("Fire Fees") is due. In order to receive your refund, you are required to complete the attached Claim Form.

You need to follow the directions on the attached Claim Form and mail it to the address indicated on the Claim Form. If you fail to follow the instructions on the Claim Form and do not submit it on or before the date provided on the Claim Form you will not receive your refund. Sending in a Claim Form late will be the same as failing to send in the required Claim Form.

Class Member Name _____

Property for which the Refund is Due _____

Amount of Refund _____

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

CLAIM FORM FOR CATEGORY 2 CLASS MEMBERS

You may be entitled to a refund of fire protection fees (“Fire Fees”) paid as a result of a resolution in the above referenced class action (the “Lawsuit”). Additional information can about the Lawsuit and the resolution can be obtained by visiting: [INSERT URL OF WEBPAGE ON COUNTY SITE] or by calling Class Counsel at (912) 638-5200.

You will need to complete this Claim Form and mail your completed and signed Claim Form **within sixty (60) days from [ADMINISTRATOR FILL IN DATE CLAIM FORM MAILED]** to:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

See Following Pages for Claim Form.

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

CERTIFICATION

**I/We certify that I/we formerly owned and paid Fire Fees for the property located at
[ADMINSTRATORS FILL IN THE PROPERTY ADDRESS].**

I/We declare and affirm under penalties of perjury that the foregoing information contained herein is true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "2"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

CLAIM FORM FOR MISSING CLASS MEMBER

If you believe that you may be entitled to a refund of fire protection fees (“Fire Fees”) paid as a result of a resolution in the above referenced class action (the “Lawsuit”) but your name is not listed as a Class Member on the Settlement Webpage at: **[FILL IN URL OF COUNTY WEBSITE]** you need to complete this Claim Form **within forty-five (45) days from the date the individual refund calculations are posted on the Settlement Webpage.**

You will need to mail your completed and signed Claim Form to the Administrator at:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

The Administrator will review your Claim Form and respond to you with his findings. **You will have fifteen (15) days to object to the Administrator’s findings.** Objections will be considered and ruled upon by the Special Master appointed by the Court. **The Special Master’s ruling is final and binding.**

PERSONAL IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address or Parcel Number for which you believe a refund is owed: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____ Parcel No.: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

YEARS FOR WHICH YOU BELIEVE YOU ARE ENTITLED TO A REFUND

Please list all of the tax years for which you believe you are entitled to a refund:

_____.

SUPPORTING DOCUMENTATION

You may attach to this Claim Form any documentation that you believe supports your claim that you are entitled to a refund. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/we currently or formerly own(ed) and paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)

_____.

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "3"

IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA

STEVEN SCHRECK)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. 23-CV-00067
)	
v.)	
)	
BROOKS COUNTY)	
)	
)	
Defendant.)	

CLAIM FORM FOR ALTERNATE CLASS MEMBER

If you are not an owner of property for which a bill for fire protection fees (“Fire Fees”) was issued but paid such Fire Fees on behalf of an owner of property listed in the Initial Settlement Class Member List on the Settlement Webpage at: **[FILL IN URL OF COUNTY WEBSITE]** and wish to assert a claim for such amounts paid you need to complete this Claim Form **within forty-five (45) days from the date of posting of the Individual Settlement Class Member List is posted on the Settlement Webpage.**

You will need to mail your completed and signed Claim Form to the Administrator at:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

The Administrator will review your Claim Form and respond to you with his findings. **You will have fifteen (15) days to object to the Administrator’s findings.** Objections will be considered and ruled upon by the Special Master appointed by the Court. **The Special Master’s ruling is final and binding.**

PERSONAL IDENTIFICATION

Please Type or Print

Name:

Current Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address or Parcel Number for which you believe a refund is owed:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Parcel No.: _____

Area Code and Phone number (day):

Area Code and Phone number (evening):

Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

YEARS FOR WHICH YOU BELIEVE YOU ARE ENTITLED TO A REFUND

Please list all of the tax years for which you believe you are entitled to a refund:

_____.

SUPPORTING DOCUMENTATION

You may attach to this Claim Form any documentation that you believe supports your claim that you are entitled to a refund. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/we paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)
on _____ (insert dates paid).

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "4"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK)	
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)	
Plaintiff,)	CIVIL ACTION NO. 23-CV-00067
)	
v.)	
)	
BROOKS COUNTY)	
)	
)	
Defendant.)	

OBJECTION FORM FOR CLASS MEMBER

If you have an objection to an individual refund amount as shown on either of the Class List posted on the Class Member Webpage at: **[FILL IN URL FOR COUNTY WEBSITE]**, or if you have any disputes about the individual refund calculation and administration process, you must file an objection with the Special Master **within forty-five (45) days from the date the individual refund calculations were posted on the Settlement Webpage**. Use this Objection Form to file an objection using your preferred format.

You will need to mail your objection to both the Administrator and the Special Master at the following addresses:

**Administrator Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

**Rita Spalding
Brooks County Class Action Settlement
Special Master
1522 Richmond Street
Brunswick, Georgia 31520**

The Administrator will review your objection and provide their findings to the Special Master. Objections will be considered and ruled upon by the Special Master appointed by the Court. The Special Master's decisions are final and binding.

PERSONAL IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets and print your name at the top of each additional sheet.

OBJECTION TO INDIVIDUAL REFUND AMOUNTS

Please provide your reason for objecting to the individual refund amount shown on the Class List, including the specific tax years to which you are objecting and what you believe the correct refund amount should be:

SUPPORTING DOCUMENTATION

You may attach to this Objection Form any documentation that you believe supports your objection to the individual refund amount shown on the Class List. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/We currently or formerly owned(ed), reside(ed) and paid fire protection fees (“Fire Fees”) taxes for the property located at *(fill in address of property for which you believe a refund is due)*:

I/We declare and affirm under penalty of perjury that the foregoing information contained herein and documents attached hereto, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Objection Form was executed this _____ day of _____, 20____.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "5"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

ADDRESS UPDATE FOR CLASS MEMBER

If you are a Class Member in the above referenced class action matter and need to update your address, use this form.

Mail completed form to:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

See Following Pages for Address Form.

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:

Current Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address where refund is to be mailed (if different from current address):

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address for which you believe a refund is owed (if different from current address):

Street Address: _____

City: _____

State: _____

Zip Code: _____

Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

I/We certify that I/we currently or formerly own(ed) and paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "6"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

Steven Schreck v. Brooks County, Georgia

If you own or owned property in Brooks County, Georgia and were assessed and paid fire protection fees (“Fire Fees”) for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025, you may be a Class Member.

Please read this Notice carefully, as it affects your legal rights. You can also visit:

[INSERT URL OF WEBPAGE ON COUNTY SITE] (the “Settlement Webpage”) Or Call

Class Counsel at:

(912) 638-5200

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	After the Settlement has been approved by the Court, if you still own the property for which the refund is determined to be owed, you will not be required to do anything to receive your refund. After the Settlement has been approved by the Court, you will receive your refund as explained in this Notice.
Submit a Claim	If you no longer own the property for which the refund is determined to be owed, after the Settlement has been approved by the Court, you will receive a Claim Form. Follow the instructions on the Claim Form and in this Notice to submit the Claim Form.
Object	Write to the Court and counsel about the fairness of the Settlement.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement after you have submitted a written objection.

- **These rights and options – and the deadlines and instructions for exercising them – are explained in this Notice.**
- The Court in charge of this case still has to decide whether to grant final approval of this Settlement. No refund will be made until after the Court grants final approval of the Settlement, after all appeals, if any, are resolved and after the individual refund determination for each class member is made.

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Basic Information

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you of (a) the existence of a class action lawsuit; and (b) the proposed settlement agreement (the “Settlement Agreement”) which settles the lawsuit (the “Settlement”). The Court authorized this Notice because you have a right to know about the Settlement Agreement which settles this class action lawsuit before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is subject of the Settlement and your legal rights and options.

The class action lawsuit is pending in the Superior Court of Brooks County, Georgia, known as *Steven Schreck v. Brooks County, Georgia* (the “Lawsuit”).

2. The Plaintiff’s allegations and contentions in this Lawsuit.

This Lawsuit alleges that Defendant Brooks County (the “Defendant” or the “County”) levied and collected an illegal tax in the form of Fire Fees from 2018 to 2025.

The Plaintiff further contends the following:

The Fire Fee is based on the payer’s ability to pay. That is, the payer’s ownership of real property.

The Fire Fee is mandatory for all property owners in the County. The mandatory nature of the Fire Fee is evidenced by the fact that it is included on all tax bills.

The Fire Fee is a mechanism the County is using to raise general revenue for fire protection services rather than a charge for a particular service. According to the Brooks County Ordinance Regulating the Assessment of Fees for the Fire Protection Service in Brook County (the “Fire Fee Ordinance”), the Fire Fee “will allow for the hiring of personnel, purchase of fire suppression equipment, the distribution of the water and the provision of hydrants...; to provide funds necessary for the maintenance of the Fire Protection System; [and] to provide funds for the enforcement of” the Fire Fee Ordinance. This is evidence that the Fire Fee is a tax.

The Fire Fee is assessed by the County without regard to direct benefits that may inure to the Subject Property or to Named Plaintiff or to the prospective class members or to the properties of the prospective class members.

The Fire Fee is not assessed in a manner whereby the payment is based upon the Subject Property’s contribution or the contribution of the prospective class member’s property to the problem. That is, a property owner may pay the Fire Fee year after year and never utilize the fire protection services.

The payer of the Fire Fee receives no particularized or enhanced service different from the nonpayer despite having paid the Fire Fee. The fire protection services funded through the payment of the Fire Fee benefit the general public in precisely the same manner that the services benefit the payer of the Fire Fee.

The Fire Fee is not calculated in a manner whereby Named Plaintiff or the prospective class members are reasonably paying for services rendered or to be rendered.

Therefore, Named Plaintiff contends that the Fire Fee is an illegal tax to fund core governmental functions, i.e., fire fighting services and firefighting operations. Defendant Brooks County denies that such Fire Fees constitute unlawful taxes.

Under the Georgia Constitution and Georgia law, taxation of property is required to be ad valorem. That is, property must be assessed based upon the value of the property not based upon a rate for the square footage of all Structures with a minimum and maximum amount charged based on the type of Structure. See Hutchins, et la. v. Howard, et al., 211 Ga. 830, 89 S.E. 2d 183, 186 (1955) (“Taxation on all real and tangible personal property subject to be taxed is required to be ad valorem – that is, according to value, and the requirement in the Constitution that the rule of taxation shall be uniform, means that all kinds of property of the same class not absolutely exempt must be taxed alike, by the same standard of valuation, equally with other taxable property of the same class, and coextensively with the territory to which it applies; meaning the territory from which the given tax, as a whole, is to be drawn.”).

Rather than assessing the Fire Fee based on the value of property, the County assesses the Fire Fee in the form of a flat fee. Therefore, the Fire Fee is an illegal tax not authorized by the Georgia Constitution or by Georgia law and Named Plaintiff and the prospective class members are entitled to refunds for the illegally assessed and collected taxes under O.C.G.A. § 48-5-380 (the “Refund Statute”).

Named Plaintiff filed this Lawsuit on behalf of itself and all taxpayers similarly situated who own or owned parcels in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025.

As noted in the heading of this section, this section of the Notice contains Plaintiff’s allegations and contentions. The County disputes Plaintiff’s contentions and allegations, denies that the Fire Fee constitutes an illegal tax, does not admit any liability or wrongdoing, and agreed to this settlement solely to avoid the cost and uncertainty of continued litigation.

3. Why is this Lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members.

4. Why is there a Settlement?

The Court has not decided in favor of Named Plaintiff or Brooks County. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial and related appeals and Class Members receive the benefits described in this Notice. The “Class Representative” appointed to represent the Class and the attorneys for the Class (“Class Counsel”, see Question No. 15) think that the Settlement is best for all Class Members. Brooks County denies all liability and wrongdoing and does not admit that the Fire Fees were unlawful. This Settlement is a compromise and does not constitute a judgment against

the County.

Who is in the Settlement?

5. Am I part of the Class?

You are a member of the Class if you are or were an owner of a property in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024 or 2025 (the “Class Period”) or if you paid Fire Fees on someone else’s behalf during the Class Period.

6. What if I am still not sure if I am included in the Class?

After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names who are determined to be entitled to refunds along with the refund each will receive will be posted on the Settlement Webpage on Brooks County’s website as described in Question No. 25. You can visit the Settlement Webpage on the Brooks County’s website (***FILL IN URL OF SETTLEMENT WEBPAGE***) where you can search for your name and/or property for which you believe you may be entitled to a refund.

You can also call Class Counsel at (912) 638-5200 to get help.

The Proposed Settlement

7. What are the Settlement Benefits?

If the Settlement is approved by the Court at or after the Fairness Hearing described in Question No. 20, Brooks County has agreed to create an Total Cash Consideration in the amount of \$1,000,000.00 (the “Total Cash Consideration”).

If the Court finally approves this Settlement and if you are entitled to a refund for Fire Fees paid for any of the years 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025 you will receive a refund calculated as explained in Question No. 11.

The money in the Total Cash Consideration will only be distributed if the Court finally approves this Settlement.

8. How do I receive my refund?

Following the Final Approval of the Settlement Agreement settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts. After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names along with the refund each will receive will be posted on the Settlement Webpage on Brooks County’s website along with information about how a Class Member can object to individual refund amounts. As deemed appropriate by the Court appointed Administrator, updates as to timing of the individual Class Member refund calculation and payment will also be posted on the Settlement Webpage on Brooks County’s website.

The Administrator will divide the Class Members into the following categories for purposes of distributing the refunds:

Category 1 Class Members: Class Members still owning the property for which a refund is determined to be owed.

Category 2 Class Members: Class Members who no longer own the property for which a refund is determined to be owed.

Missing Class Members: Class Members who are not listed on the Settlement Webpage but believe they are entitled to a refund based on payment of Fire Fees.

Alternate Class Members: Individuals or entities who paid Fire Fees on behalf of a property owner during the Class Period.

If you are a Category 1 Class Member the refund will be mailed without the need for you to take any action. (See Question No. 14 for more information). If you are a Category 2 Class Member you will be sent a Claim Form at what is believed to be your current mailing address or you can be obtain the Claim Form from the Settlement Webpage on Brooks County's Website. If you receive a Claim Form or are listed as a Category 2 Class Member, you will need to follow the directions on the Claim Form, certifying that you are the same taxpayer for which the refund has been calculated. You will have forty five (45) days to return the Claim Form. (See Question No. 14 for more information).

If you are a Missing Class Member or an Alternate Class Member, you must obtain and submit a Claim Form from the Settlement Webpage on Brooks County's website. The Claim Form will require you to certify that you paid Fire Fees during the Class Period and provide documentation supporting your refund eligibility. You will have forty five (45) days to complete and return the Claim Form. The Administrator will review your submission, and if eligible, your refund will be processed as described in Question No. 14.

9. What if I receive a Claim Form and do not follow the instructions or do not timely return the form?

Certain Class Members are required to submit a Claim Form to receive a refund. These include:

- Category 2 Class Members (Class Members who no longer own the property for which the refund is determined to be owed);
- Missing Class Members (those not listed but who believe they are entitled to a refund); and
- Alternate Class Members (those who paid Fire Fees on behalf of someone else).

. If you fall into one of these categories and fail to follow the instructions on the Claim Form and do not submit it on or before the date provided on the Claim Form you will not receive your refund. Sending in a Claim Form late will be the same as failing to send in the required Claim Form.

10. What if I am not listed on the Settlement Webpage as a Class Member?

As explained in Question No. 8, following the Final Approval of the Settlement Agreement settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts and post the Class Members and the refunds each will receive on the Settlement Webpage on Brooks County's website. There will be a Claim Form on that webpage for any taxpayer not identified as a Class Member by the Administrator ("Missing Class Member") to download, complete and submit according to the directions provided. Additionally, there will be a Claim Form for those who paid Fire Fees but do not own the property for which the Fire Fees were paid who believe they are entitled to receive a refund ("Alternate Class Member") to download, complete and submit according to the directions provided. **IF YOU ARE A MISSING CLASS MEMBER OR ALTERNATE CLASS MEMBER YOU MUST TIMELY COMPLETE AND RETURN THE CLAIM FORM IN ORDER TO BE ELIGIBLE FOR A REFUND.** The Administrator will review the claim and notify the taxpayer of their findings. The taxpayer will have fifteen (15) days to object to the Administrator's findings. Objections will be heard by a Special Master. The Special Master's findings will be final and binding.

11. How are the refunds calculated?

Following Final Approval of the Settlement Agreement, the Administrator is directed to identify the Classes and Class Members and determine the refunds owed.

"Class Member" or "Class Members" means a member or members of the Classes.

The Administrator will identify the Class Members who are entitled to refunds as follows:

The Administrator shall be given full access to the records of and full cooperation by Defendant's departments including, but not limited to, Information Technology, the Board of Assessor's Office and Tax Commissioner's Office in order to identify Class Members, confirm the identity of Class Members, obtain missing information for taxpayers who paid the Fire Fee in order to determine whether they are Class Members and to calculate the individual refunds owed to Class Members.

The resulting calculation shall be the refund to each Class Member (the "Calculated Refund"). It is estimated that the Total Cash Consideration will provide sufficient funding to provide refunds of 20-50% of the Fire Fees paid by each Class Member during the Class Period.

The identification of Class Members entitled to refunds and the amount of the individual refunds due to such Class Members is to be completed within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

12. How much will my refund be?

If you are entitled to a refund, your refund will be calculated as explained in Question No. 11. At this time, it is not known how much each individual refund will be. The Administrator will calculate the individual refund amounts after the Final Approval Hearing (see Question No. 20) and after the Court finally approves the Settlement. See Question No. 14 regarding timing of payment.

13. What am I giving up as part of the Settlement?

If the Settlement is finally approved by the Court after the Final Approval Hearing, you will give up your right to sue Brooks County and other persons (“Defendant Releasees”) as to all claims arising out of any and all claims for payment of taxes related to or arising out of the assessment of the Fire Fees as alleged in the Lawsuit from 2018 to 2025 whether in law or equity (the “Released Plaintiff and Class Member Claims”).

The full text of the Release is set forth in Question No. 26. Additionally, a copy of the Settlement Agreement can be found on the Settlement Webpage on Brooks County’s website. *You should carefully read the Release and if you have any questions about the release, you may contact Class Counsel at (912) 638-5200.*

14. When will I get paid?

On _____, the Court will hold a hearing to decide whether to approve the Settlement. If the Court approves the Settlement, the Claims Administrator will begin to verify the individual Class Members who are entitled to refunds and determine the individual amount of the refund to be paid to each Class Member.

The Claims Administrator will endeavor to complete the individual Settlement Class Member refund calculations within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

The Total Cash Consideration shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order (the “Schreck QSF”) to carry out the payment of refunds to individual Class Members. The Final Order will appoint an administrator of the Schreck QSF (the “Schreck QSF Administrator”).

Within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any individual refund calculation, the Administrator shall identify to the Schreck QSF Administrator the amount of refund due each taxpayer and the address to which the refund is to be mailed the Category 1 Class Members. The Schreck QSF Administrator shall issue refund checks from available funds in the Total Cash Consideration to the Category 1 Class Members within thirty (30) days of receipt of such notice. Within thirty (30) days following the expiration of the period to submit Claims Forms, the

Administrator shall identify to the Schreck QSF Administrator Category 2 Class Members, Missing Class Members, and Alternate Class Members who have properly filled out and returned claim forms, the amount of refund due each taxpayer and the address to which the refund is to be mailed. Refunds for Missing Class Members and Alternate Class Members will be issued on the same timetable as for Category 2 Class Members, subject to confirmation by the Administrator and any final rulings by the Special Master.

Please note that there is often a delay after a Settlement like this is approved. For example, there may be appeals of the Court's Order approving the Settlement. The relief to the Class Members provided for by this Settlement may not be implemented until appeals are finished and the Court's Order finally approving this Settlement is upheld. Because of this there could be a delay in payment of the individual refund amounts as provided for in the Settlement.

Please be patient. Updates as deemed necessary will be posted on the Settlement Webpage on Brooks County's website.

The Lawyers Representing You

15. Do I have a lawyer in this Lawsuit?

Yes. The Court decided that the law firm of Roberts Tate, LLC is qualified to serve as Class Counsel and to represent you and all Class Members.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you may hire one at your own cost.

17. How will the lawyers get paid and will there be incentive payments?

Class Counsel has not received any fees for the lawyer and professional time they have devoted to this Lawsuit, nor have they received any reimbursement for any of the out-of-pocket expenses incurred. For work done through the final approval of this Settlement, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed 40% of the Total Cash Consideration plus documented out of pocket expenses incurred from the Total Cash Consideration (the "Fee Petition"). Brooks County takes no position on the Fee Petition, will not oppose the Fee Petition and intends to defer such decision to the judgment and discretion of the Court.

In addition, Class Counsel will ask the Court to award to the Named Plaintiff, Steven Schreck, a class service payment from the Total Cash Consideration in recognition of his efforts on behalf of the Class (the "Class Service Petition"). Named Plaintiff was prepared to appear and testify at trial on behalf of the Class. Brooks County takes no position on the Class Service Petition, will not oppose the Class Service Petition and intends to defer such decision to the judgment and discretion of the Court.

The amounts to be awarded as attorney's fees, expenses and Named Plaintiff's service

award must be approved by the Court. Class Counsel will file the Fee Petition and the Class Service Petition at least twenty (20) days prior to the Final Approval Hearing. You can object to the Fee Petition and the Class Service Petition in compliance with the instruction in Question No. 18.

A copy of the Fee Petition and the Class Service Petition will be posted on the Settlement Webpage on Brooks County's website the same day that it is filed with the Court.

Supporting or Objecting to the Settlement

18. How do I tell the Court that I like or do not like the Settlement?

If you are a Class Member, you can tell the Court that you like the Settlement or you can tell the Court that you do not agree with the Settlement or some part of the Settlement. You can object to the entire Settlement or any part of the Settlement. You can give reasons why you do not think that the Court should approve the Settlement. You can also object to the Fee Petition or the Class Service Petition. You can give reasons for the objection and why you think the Court should not approve the Fee Petition or the Class Service Petition.

In order for the Court to consider your written comments or objections, all objections to the Settlement Agreement settling this Lawsuit or to the Fee Petition or the Class Service Petition must be mailed to the Clerk of Court, Plaintiff's Counsel and Defendant's Counsel. For an objection to be considered by the Court, the objection must be postmarked on or before and sent to the Court, Class Counsel and Counsel for Defendant at the following addresses:

Court	Clerk of the Superior Court of Brooks County 1 Screven Street, Suite 6 Quitman, Georgia 31643
Class Counsel	James L. Roberts, IV, Esquire Roberts Tate, LLC Post Office Box 21828 St. Simons Island, Georgia 31522
Counsel for Defendant	Bradley J. Watkins, Esquire Brown, Readdick, Bumgartner, Carter, Strickland & Watkins Post Office Box 220 Brunswick, Georgia 31521

Additionally, for an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Lawsuit;

- b. Your full name, address and telephone number;
- c. An explanation of the basis upon which you claim to be a Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- e. The number of times the you have objected to a class action settlement within the five (5) years preceding the date on which you file the objection, the caption of each case in which you have made such objection, and a copy of any orders or opinions to or ruling upon your prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented you, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Settlement Agreement settling this Lawsuit or to Fee Petition and Class Service Petition;
- g. The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date you file the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;
- h. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between you or your counsel and any other person or entity;
- i. The identity of all counsel representing you who will appear at the Final Approval Hearing;
- j. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- l. Your signature (your attorney's signature is not sufficient).

The filing of an objection may allow Class Counsel or Counsel for Brooks County to notice the objecting party to take his or her deposition at an agreed upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure of the objector to comply with the discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

Any Class Member who fails to object in the manner set forth above will be deemed to have forever waived his or her objections.

19. Can I call the Court or the Judge's office about my objections?

No. If you have questions, you may visit the Settlement Webpage on Brooks County's website (**INSERT URL OF SETTLEMENT WEBPAGE**) for more information about the settlement. You may also call Class Counsel.

20. When and where will the Court decide to approve the Settlement?

The Court will hold a Final Approval Hearing at __:00 __.m. on _____ at the Brooks County Courthouse. After the Final Approval Hearing the Court will decide whether to finally certify the Settlement Class and whether to approve the Settlement. The Court may also decide how much to pay Class Counsel and whether to award a class service payment to Named Plaintiff. Additionally, if no objections are filed, the Court may elect to conduct the hearing telephonically or virtually without further notice to the Class. We do not know how long it will take the Court to make its decision.

Important! The time and date of the Final Approval Hearing may change without additional mailed or published notice.

21. Why is there a hearing?

At the Final Approval Hearing the Court will consider whether to finally certify the Settlement Classes and whether the Settlement is fair, reasonable and adequate. If there are objections that were properly submitted (see Question No. 18) the Court will consider them. At its discretion, the Court may listen to people who have properly filed objections (see Question No. 18) and have asked to speak at the hearing.

22. Do I have to come to the hearing?

No. Class Counsel will present the Settlement Agreement settling this Lawsuit to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you make an objection, you do not have to come to Court to talk about it. As long as you mailed or otherwise submitted your written objection according to the instructions (including the deadlines) in Question No. 18, including all of the information required, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must mail or otherwise submit an objection according to the instructions (including the deadlines) in Question No. 18. The Court, in its discretion, may determine which, if any, of the Class Members who properly submitted an objection and requested to be heard at the Final Approval Hearing will be entitled to appear and be heard.

If you wish to present evidence at the Final Approval Hearing you must identify any witnesses you may call to testify and any exhibits you intend to introduce as evidence at the Final Approval Hearing in your written objection (see Question No. 18).

24. Can I exclude myself from the Settlement?

No. You do not have the right to exclude yourself from the Settlement, but you do have the right to object to the Settlement in writing (see Question No. 18).

Getting More Information about the Settlement

25. How do I get more information?

Visit the Settlement Webpage on Brooks County's website at **FILL IN URL OF SETTLEMENT WEBPAGE** where you can find claim forms, information on the Lawsuit and the Settlement, and documents such as the Complaint and the Settlement Agreement.

You may also call Class Counsel at (912) 638-5200 or write Class Counsel at:

James L. Roberts, IV, Esquire
ROBERTS TATE, LLC
Post Office Box 21828
St. Simons Island, Georgia 31522

PLEASE DO NOT CALL OR WRITE TO THE JUDGE CONCERNING THIS LAWSUIT OR THE SETTLEMENT. PLEASE DO NOT CALL THE CLERK OF COURT. EXCEPT FOR SUBMITTING OBJECTIONS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN QUESTION NO. 18, PLEASE DO NOT WRITE TO THE CLERK OF COURT CONCERNING THIS LAWSUIT OR THE SETTLEMENT.

Full Text of the Settlement

26. What is the full text of the Release for the Settlement?

A. Released Claims by Named Plaintiff and Class Members

The following is the full text of the Release set forth in the Settlement Agreement. All capitalized terms used in this Section 26 have the same meanings as those defined in the Settlement Agreement: A. Upon the Effective Date, the Schrek Lawsuit and all the Consolidated Claims therein, shall be dismissed with prejudice pursuant to this Settlement, with each party to bear his, her or its own fees, costs, and expenses except as set forth in this Agreement. Notwithstanding such dismissal, the Court shall retain jurisdiction to enforce and administer the Settlement and the Final Approval Order and Judgment.

B. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties shall be deemed to have fully, finally, and completely released the Released Parties from the Released Claims.

C. The Parties acknowledge that it is possible that unknown losses or claims exist or might exist or that present losses may have been underestimated in amount. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties are deemed to finally, fully, and forever expressly waive and relinquish any and all provisions, rights, and benefits with respect to the released Claims.

D. The Releasing Parties are also deemed to acknowledge and understand that they may

later discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released herein and hereby. Nevertheless, it is the intention of the Releasing Parties to fully, finally, and forever settle and release the Released Claims with the Released Parties that exist hereafter may exist or might have existed.

E. This Agreement, upon the Effective Date is intended to and shall fully and finally release the Releasing Parties' Released Claims. Each Releasing Party hereby (1) releases the Released Parties from the Released Claims and (2) covenants and agrees that he, she, or it shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. Released Parties do not agree or admit, and nothing in this Agreement establishes, implies, or can be used to suggest, that Plaintiff, the Releasing Parties, or any other persons or entities have any valid claims against the Released Parties.

F. The Releasing Parties covenant that, after the Effective Date of this Agreement, they shall not seek to recover against any of the Released Parties for any of the Released Claims. This covenant applies to all Releasing Parties, even if a Releasing Party does not receive any Cash Consideration because, among other things, he/she/it did not properly complete or timely submit the Claims Form, or for any other reason.

B. Effect of Failure to Grant Final Approval

In the event that the Court fails to enter an Order granting Final Approval to this Settlement Agreement, the Lawsuit shall resume, this Settlement Agreement and any Order granted pursuant to this Settlement Agreement, including but not limited to the Preliminary Approval Order shall have no res judicata or collateral estoppel effect and shall be of no force or effect, and the Parties' rights and defenses shall be restored without prejudice as if this Settlement Agreement had never been entered into unless either: (1) Named Plaintiff and Defendant agree in writing to a modification of the Settlement Agreement and obtain approval of the Amended Settlement Agreement with such agreed to modification, or (2) Named Plaintiff and Defendant successfully obtain reversal of the decision denying entry of the Order granting Final Approval to this Settlement Agreement after reconsideration or appellate review. In the event that the Court fails to enter an Order granting Final Approval of this Settlement Agreement, the terms of this Settlement Agreement shall not be admissible for any purposes in this action or any other action against County's regarding Fire Fees.

C. Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any matters arising out of, or related to, the interpretation or implementation of this Settlement Agreement.

Exhibit "7"

Steven Schreck v. Brooks County

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

**TO: BROOKS COUNTY PROPERTY OWNERS WHO OWN OR OWNED PROPERTY
AND WERE ASSESSED AND PAID FIRE PROTECTION FEES (“FIRE FEES”)
FOR 2018, 2019, 2020, 2021, 2022, 2023, 2024 OR 2025, OR IF YOU PAID FIRE
FEES ON SOMEONE ELSE’S BEHALF DURING THAT SAME PERIOD.**

**PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS
NOTICE.**

A Settlement has been preliminarily approved by the Superior Court of Brooks County, Georgia in the class action lawsuit (the “Lawsuit”) listed above. If the Settlement is approved by the Court at or after the Fairness Hearing described below, the Total Cash Consideration of \$1,000,000.00 will be deposited into the Escrow Account (the “Total Cash Consideration”). Individual Class Member refunds will be calculated pursuant to the terms of the proposed settlement agreement (“Settlement Agreement”).

You are a member of the Class if you are or were an owner of property in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025.

A Final Approval Hearing will be held on _____ at _____ .m. in Courtroom _____ at the Brooks County Courthouse to determine among other things: (1) whether to finally certify the Settlement Classes; (2) whether the proposed Settlement should be granted final approval; (3) whether Class Counsel’s request for an award of attorneys’ fees, expenses and service award to Class Representative should be approved; (4) whether the Lawsuit and the Class Members’ claims against Brooks County should be dismissed; and (5) whether final judgment should be entered. If no objections are filed, the Court may elect to hold the hearing telephonically or virtually.

If you are a member of the Class as defined above, your rights may be affected by the proposed Settlement as set forth in the Settlement Agreement.

You do not have the right to exclude yourself from the Settlement in this Lawsuit, but you do have the right to object in writing. Any objection by a Class Member must postmarked on or before _____ **and must comply with the requirements stated in the Settlement Agreement, Section F which can be found at [INSERT URL TO SETTLEMENT WEBSITE].**

After the Settlement has been approved by the Court, if you still own the property for which a refund is determined to be owed, you will not be required to do anything to receive your refund. If you no longer own the property for which a refund is determined to be owed, after the Settlement has been approved by the Court, you will receive a Claim Form. The Claim Form will be sent to your current address or your last known address. If you receive a Claim Form you will need to complete and return it as instructed on the Claim Form in order to receive the refund.

If you are a member of the Class and have not yet received the Full Notice of this Settlement, or if you want more information regarding anything in the Publication Notice, you may obtain such information by visiting [INSERT URL TO THE SETTLEMENT WEBSITE], calling Class Counsel at (912) 638-5200 or writing Class Counsel at ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Exhibit "8"

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

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)
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)
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CIVIL ACTION NO. 23-CV-00067

PRELIMINARY APPROVAL ORDER

WHEREAS, Plaintiff Steven Schreck (the “Named Plaintiff”), individually and on behalf of all persons similarly situated and Defendant Brooks County (the “County” or the “Defendant”) have agreed to a settlement of the above referenced matter (the “Lawsuit”); and

WHEREAS, this matter is before the Court on the Joint Motion and Supporting Memorandum of Law for Preliminary Approval of Class Action Settlement, Preliminary Certification of Settlement Class, Approval of Notice Program and to Schedule of Final Approval Hearing (the “Joint Motion”) pursuant to O.C.G.A. § 9-11-23(e) in which the Court has been asked (1) to give preliminary approval to the proposed Settlement Agreement (the “Settlement Agreement”) entered into by Named Plaintiff and Defendant, through counsel, which, together with any exhibits thereto, sets forth the terms and conditions of the proposed resolution of this Lawsuit, and to authorize certain activities pursuant to the Settlement Agreement and O.C.G.A. § 9-11-23 and (2) to provisionally certify the settlement Class;

WHEREAS, the Court having considered the entire record of this Lawsuit, including the filing in support of preliminary approval, the Settlement Agreement and any exhibits thereto, and the arguments and representations of counsel, and good cause appearing in the record,

IT IS ORDERED AND ADJUDGED as follows:

1. The Court has jurisdiction over the subject matter and parties.
2. Unless otherwise specified herein, all capitalized terms used in this Order shall have the meanings ascribed to them in the Settlement Agreement, which is incorporated herein by reference.
3. Venue is proper.

**Provisional Class Certification
And
Appointment of Class Representative and Class Counsel**

4. In deciding whether to provisionally certify a settlement, a court must consider the same factors that it would consider in connection with a proposed litigation class – i.e., all O.C.G.A. §9-11-23(a) factors and at least one of the requirements under O.C.G.A. §9-11-23(b) must be satisfied – except that the court need not consider the manageability of a potential trial, since the settlement if approved, would obviate the need for a trial. See Amchem Products, Inc. v. Windsor, 521 U.S. 591, 620 (1997).

5. The Court finds, for settlement purposes only, that the O.C.G.A. §9-11-23 factors are present and thus certification of the proposed settlement class is appropriate. The Court, therefore, provisionally certifies the Settlement Class, which consists of all individuals or entities who paid Fire Fees during the Settlement Class Period, as defined in the Settlement Agreement. The Settlement Class includes Category 1 Class Members,

Category 2 Class Members, Missing Class Members, and Alternate Class Members, as those terms are defined in the Settlement Agreement.

6. The Court specifically determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of O.C.G.A. §9-11-23(a) and O.C.G.A. §9-11-23(b)(1), and O.C.G.A. §9-11-23(b)(2) namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representative are typical of absent class members; that the class representative will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Lawsuit; that the prosecution of separate actions by or against individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members which would establish incompatible standards of conduct for the party opposing the class or adjudications with respect to individual class members which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests; that Defendant opposing class members has acted or refused to act on grounds generally applicable to each class member, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to members of the Class.¹

¹ Additionally, while the Court has elected to only certify the Class under O.C.G.A. § 9-11-23(b)(1) and O.C.G.A. § 9-11-23(b)(2), the Court also expressly finds that: (1) certification under O.C.G.A. § 9-11-23(b)(3) would be appropriate as the questions of law or fact common to the members of the class predominate over questions affecting only individual members, satisfying the requirements of O.C.G.A. § 9-11-23(b)(3) and (2) a class action is superior to other methods available for the fair and efficient adjudication of this controversy satisfying the requirements of O.C.G.A. § 9-11-23(b)(3).

7. The Court appoints Named Plaintiff Steven Schreck as class representative.

8. The Court appoints Roberts Tate, LLC as Class Counsel. The Court finds that Class Counsel is experienced and will adequately protect the interests of the Settlement Class.

9. The Court appoints Terry D. Turner, Jr. of Gentle Turner & Benson, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244 as Claims Administrator to complete the Notice Program set forth herein.

Preliminary Approval of the Settlement

10. The Court does hereby preliminarily approve the Settlement Agreement finding it to be fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below.

11. The Settlement Agreement includes a sufficient release of claims by the Releasing Parties against the Released Parties. The Settlement Agreement establishes a process for the identification of Settlement Class Members and the calculation of individual refunds and a methodology for the refund payment process. The Court preliminarily approves the process for the identification of Settlement Class Members and the calculation of individual refunds set forth in the Settlement Agreement. The Court also preliminarily approves the methodology for the refund payment process set forth in the Settlement Agreement.

Final Approval Hearing

12. The Court directs that a final approval hearing (the “Final Approval Hearing”) be held in the Brooks County Courthouse at _____ on _____ to rule: (i) whether the proposed Settlement Class should be finally

certified for settlement purposes pursuant to O.C.G.A. §9-11-23(e); (ii) whether the Settlement set forth in the Settlement Agreement should be finally approved as fair, reasonable, adequate and in the best interest of the Settlement Class; (iii) whether the Settlement Agreement should be entered dismissing the Lawsuit against Defendant; (iv) whether Class Counsel's application for attorney's fees and expenses (the "Fee Petition") should be approved; (v) whether Class Representative's Service Award should be approved (the "Class Service Petition"); and (vi) on such other matters as may be appropriate in the implementation of this Settlement. The Court may adjourn the Final Approval Hearing or modify any of the dates set forth herein without further notice to the Class. Additionally, in the event that no objections are filed, the Court may elect to conduct the hearing telephonically or virtually

13. All papers of the Parties in support or opposition of the final approval of the Settlement Agreement shall be filed with the Court and served by overnight mail or hand delivery on or before seven (7) days before the Final Approval Hearing.

Approval of Notice and Notice Program

14. The Court orders that the notice of the Settlement Agreement and notice of the Final Approval Hearing be given, in the name of the Clerk of the Court, to the class members as follows (collectively referred to as the "Notice Program"):

- a. The Administrator shall cause to be mailed by first class mail, within thirty (30) days of entry of this Order, to all Settlement Class Members to their last known addresses as appearing on the records maintained by the County, a copy of the notice (the "Full Notice") substantially in the form attached hereto as Exhibit "A";

- b. The Administrator will within fifteen (15) days of entry of this Order post all Exhibits to this Motion together with copies of the Complaint, Second Amended Complaint, Third Amended Complaint and Preliminary Approval Order, this Agreement, and additional claim instructions and information on a single-purpose website dedicated to use by the Settlement Class (the “Settlement Website”). The URL to the Settlement Webpage will be included in the Full Notice to each Settlement Class Members as well as in the Publication Notice in The Quitman Free Press; and
- c. The Administrator shall cause, as soon as practicable after entry of this Order, a notice to be placed in The Quitman Free Press (the “Publication Notice”) substantially in the form attached hereto as Exhibit “B”.

15. The Court approves the form and content of the Full Notice and the Publication Notice and the Notice Program, and finds:

- a. The mailing and website posting of the Full Notice and the publication of the Publication Notice in the manner set forth in the Notice Program set forth in Paragraph 12 above: (i) constitutes the best notice practicable under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the Settlement Agreement resolving this Lawsuit, the effect of the Settlement Agreement (including the claims released), the right to object to any aspect of the Settlement Agreement or the Fee Petition or the Class Service Petition and the right to appear at the Final Approval Hearing;
- b. Constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the Settlement Agreement; and

- c. Satisfies the requirements of O.C.G.A. § 9-11-23, including due process and all other applicable law and rules.

Claim Forms and Forms to be Used in the Administration of the Settlement

16. The Court approves the form, content and use of the Claim Form for Category 2 Class Members attached hereto as Exhibit “C” for use by Class Members who no longer own property for which a refund is determined to be owed.

17. The Court approves the form, content and use of the Claim Form for Alternate Class Members attached hereto as Exhibit “D” who paid Fire Fees on property that they do not own and believe they are entitled to a refund of such amounts paid.

18. The Court approves the form, content and use of the Claim Form for Missing Class Member attached hereto as Exhibit “E” for use by taxpayers who believe that they are entitled to a refund but are not listed as a Class Member.

19. The Court approves the form, content and use of the Objection Form to Class Member attached hereto as Exhibit “F” for use by Settlement Class Members to object to the individual refund calculations.

20. The Court approve the form, content and use of the Address Update Form attached hereto as Exhibit “G” for use by Settlement Class Members to update their addresses.

21. The Court approves the form, content and use of the Notice of Completion attached hereto as Exhibit “H” for use by the Qualified Settlement Fund Administrator upon completion of the administration of the Settlement.

Objections by Settlement Class Members

22. The Court orders that Settlement Class Members may serve written objections to the Settlement Agreement or the Fee Petition or the Class Service Petition. Settlement Class Members may also appear and request to be heard at the Final Approval Hearing and show cause, if they have any reason why the Settlement Agreement should not be approved as fair, reasonable and adequate, or why a Final Order and Settlement Agreement should not be entered thereon or why attorneys' fees, expenses and class service payment should not be awarded as requested; **provided however**, no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement Agreement, or if approved, the Final Order and Settlement Agreement to be entered thereon approving same, or the attorneys' fees, expenses and class service payment, unless the person or entity has hand delivered or mailed a written objection postmarked at least ten (10) days prior to the Final Approval Hearing to the following three (3) addresses:

Court	Clerk of the Superior Court of Brooks County 1 Screven Street, Suite 6 Quitman, Georgia 31643
Class Counsel	James L. Roberts, IV, Esquire ROBERTS TATE, LLC Post Office Box 21828 St. Simons Island, Georgia 31522
Counsel for Defendant	Bradley J. Watkins, Esquire Brown, Readdick, Bumgartner, Carter, Strickland & Watkins Post Office Box 220 Brunswick, Georgia 31521

Additionally, no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement Agreement, or if approved, the Final Order and

Settlement Agreement to be entered thereon approving same, or the attorneys' fees, expenses and class service payment, unless the person or entity complies with the following requirements:

The objection must also set forth:

- a. The name of the Lawsuit;
- b. The objector's full name, address and telephone number;
- c. An explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel;
- e. The number of times the objector has objected to a class action settlement within the five (5) years preceding the date on which the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders or opinions to or ruling upon the objector's prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented the objector, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Settlement Agreement or to Fee Petition and Class Service Petition;
- g. The number of times the objector counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or

ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;

- h. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between the objector or objector's counsel and any other person or entity;
- i. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- j. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. The objector's signature (an attorney's signature is not sufficient).

23. Any Settlement Class Member who does object to the Settlement Agreement, or to the award of attorneys' fees, expenses or class service payments must make themselves available to be deposed regarding the grounds for their objection.

24. Any Settlement Class Member who does not make their objection in the manner provided in the Full Notice and as set forth in Paragraph 21 above or does not make themselves available to be deposed as set forth in Paragraph 22 above, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the Settlement Agreement, or to the award of attorneys' fees, expenses and class service payments, unless otherwise ordered by this Court, but shall otherwise be bound by the Judgment to be entered and the release to be given.

25. All Releasing Parties shall be bound by all orders, determinations and judgments in this Lawsuit concerning the Settlement Agreement, whether favorable or unfavorable to the Releasing Parties or any of them.

Filing of the Fee Petition

26. The Court directs the Fee Petition and the Class Service Petition be filed with the Court at least twenty (20) days prior to the Final Approval Hearing. The Court shall make the final determination on the award of attorneys' fees and reimbursement of expenses in the Final Order and Settlement Agreement.

Retention of Jurisdiction

27. The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement or the enforcement thereof. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the settling Parties, if appropriate, without further notice to the Class.

Failure to Grant Final Approval

28. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement Agreement is not finally approved by the Court. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's Order, including this Order, relating to the Settlement Agreement shall be used or referred to for any purpose whatsoever.

SO ORDERED. This _____ day of _____, 2025.

Judge

Exhibit "A"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

Steven Schreck v. Brooks County, Georgia

If you own or owned property in Brooks County, Georgia and were assessed and paid fire protection fees (“Fire Fees”) for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025, you may be a Class Member.

Please read this Notice carefully, as it affects your legal rights. You can also visit:

[INSERT URL OF WEBPAGE ON COUNTY SITE] (the “Settlement Webpage”) Or Call

Class Counsel at:

(912) 638-5200

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	After the Settlement has been approved by the Court, if you still own the property for which the refund is determined to be owed, you will not be required to do anything to receive your refund. After the Settlement has been approved by the Court, you will receive your refund as explained in this Notice.
Submit a Claim	If you no longer own the property for which the refund is determined to be owed, after the Settlement has been approved by the Court, you will receive a Claim Form. Follow the instructions on the Claim Form and in this Notice to submit the Claim Form.
Object	Write to the Court and counsel about the fairness of the Settlement.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement after you have submitted a written objection.

- **These rights and options – and the deadlines and instructions for exercising them – are explained in this Notice.**
- The Court in charge of this case still has to decide whether to grant final approval of this Settlement. No refund will be made until after the Court grants final approval of the Settlement, after all appeals, if any, are resolved and after the individual refund determination for each class member is made.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you of (a) the existence of a class action lawsuit; and (b) the proposed settlement agreement (the “Settlement Agreement”) which settles the lawsuit (the “Settlement”). The Court authorized this Notice because you have a right to know about the Settlement Agreement which settles this class action lawsuit before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is subject of the Settlement and your legal rights and options.

The class action lawsuit is pending in the Superior Court of Brooks County, Georgia, known as *Steven Schreck v. Brooks County, Georgia* (the “Lawsuit”).

2. The Plaintiff’s allegations and contentions in this Lawsuit.

This Lawsuit alleges that Defendant Brooks County (the “Defendant” or the “County”) levied and collected an illegal tax in the form of Fire Fees from 2018 to 2025.

The Plaintiff further contends the following:

The Fire Fee is based on the payer’s ability to pay. That is, the payer’s ownership of real property.

The Fire Fee is mandatory for all property owners in the County. The mandatory nature of the Fire Fee is evidenced by the fact that it is included on all tax bills.

The Fire Fee is a mechanism the County is using to raise general revenue for fire protection services rather than a charge for a particular service. According to the Brooks County Ordinance Regulating the Assessment of Fees for the Fire Protection Service in Brook County (the “Fire Fee Ordinance”), the Fire Fee “will allow for the hiring of personnel, purchase of fire suppression equipment, the distribution of the water and the provision of hydrants...; to provide funds necessary for the maintenance of the Fire Protection System; [and] to provide funds for the enforcement of” the Fire Fee Ordinance. This is evidence that the Fire Fee is a tax.

The Fire Fee is assessed by the County without regard to direct benefits that may inure to the Subject Property or to Named Plaintiff or to the prospective class members or to the properties of the prospective class members.

The Fire Fee is not assessed in a manner whereby the payment is based upon the Subject Property’s contribution or the contribution of the prospective class member’s property to the problem. That is, a property owner may pay the Fire Fee year after year and never utilize the fire protection services.

The payer of the Fire Fee receives no particularized or enhanced service different from the nonpayer despite having paid the Fire Fee. The fire protection services funded through the payment of the Fire Fee benefit the general public in precisely the same manner that the services benefit the payer of the Fire Fee.

The Fire Fee is not calculated in a manner whereby Named Plaintiff or the prospective class members are reasonably paying for services rendered or to be rendered.

Therefore, Named Plaintiff contends that the Fire Fee is an illegal tax to fund core governmental functions, i.e., fire fighting services and firefighting operations. Defendant Brooks County denies that such Fire Fees constitute unlawful taxes.

Under the Georgia Constitution and Georgia law, taxation of property is required to be ad valorem. That is, property must be assessed based upon the value of the property not based upon a rate for the square footage of all Structures with a minimum and maximum amount charged based on the type of Structure. See Hutchins, et la. v. Howard, et al., 211 Ga. 830, 89 S.E. 2d 183, 186 (1955) (“Taxation on all real and tangible personal property subject to be taxed is required to be ad valorem – that is, according to value, and the requirement in the Constitution that the rule of taxation shall be uniform, means that all kinds of property of the same class not absolutely exempt must be taxed alike, by the same standard of valuation, equally with other taxable property of the same class, and coextensively with the territory to which it applies; meaning the territory from which the given tax, as a whole, is to be drawn.”).

Rather than assessing the Fire Fee based on the value of property, the County assesses the Fire Fee in the form of a flat fee. Therefore, the Fire Fee is an illegal tax not authorized by the Georgia Constitution or by Georgia law and Named Plaintiff and the prospective class members are entitled to refunds for the illegally assessed and collected taxes under O.C.G.A. § 48-5-380 (the “Refund Statute”).

Named Plaintiff filed this Lawsuit on behalf of itself and all taxpayers similarly situated who own or owned parcels in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025.

As noted in the heading of this section, this section of the Notice contains Plaintiff’s allegations and contentions. The County disputes Plaintiff’s contentions and allegations, denies that the Fire Fee constitutes an illegal tax, does not admit any liability or wrongdoing, and agreed to this settlement solely to avoid the cost and uncertainty of continued litigation.

3. Why is this Lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members.

4. Why is there a Settlement?

The Court has not decided in favor of Named Plaintiff or Brooks County. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial and related appeals and Class Members receive the benefits described in this Notice. The “Class Representative” appointed to represent the Class and the attorneys for the Class (“Class Counsel”, see Question No. 15) think that the Settlement is best for all Class Members. Brooks County denies all liability and wrongdoing and does not admit that the Fire Fees were unlawful. This Settlement is a compromise and does not constitute a judgment against

the County.

Who is in the Settlement?

5. Am I part of the Class?

You are a member of the Class if you are or were an owner of a property in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024 or 2025 (the “Class Period”) or if you paid Fire Fees on someone else’s behalf during the Class Period.

6. What if I am still not sure if I am included in the Class?

After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names who are determined to be entitled to refunds along with the refund each will receive will be posted on the Settlement Webpage on Brooks County’s website as described in Question No. 25. You can visit the Settlement Webpage on the Brooks County’s website (***FILL IN URL OF SETTLEMENT WEBPAGE***) where you can search for your name and/or property for which you believe you may be entitled to a refund.

You can also call Class Counsel at (912) 638-5200 to get help.

The Proposed Settlement

7. What are the Settlement Benefits?

If the Settlement is approved by the Court at or after the Fairness Hearing described in Question No. 20, Brooks County has agreed to create an Total Cash Consideration in the amount of \$1,000,000.00 (the “Total Cash Consideration”).

If the Court finally approves this Settlement and if you are entitled to a refund for Fire Fees paid for any of the years 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025 you will receive a refund calculated as explained in Question No. 11.

The money in the Total Cash Consideration will only be distributed if the Court finally approves this Settlement.

8. How do I receive my refund?

Following the Final Approval of the Settlement Agreement settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts. After the Administrator calculates the individual refunds for the Class Members, the Class Members’ names along with the refund each will receive will be posted on the Settlement Webpage on Brooks County’s website along with information about how a Class Member can object to individual refund amounts. As deemed appropriate by the Court appointed Administrator, updates as to timing of the individual Class Member refund calculation and payment will also be posted on the Settlement Webpage on Brooks County’s website.

The Administrator will divide the Class Members into the following categories for purposes of distributing the refunds:

Category 1 Class Members: Class Members still owning the property for which a refund is determined to be owed.

Category 2 Class Members: Class Members who no longer own the property for which a refund is determined to be owed.

Missing Class Members: Class Members who are not listed on the Settlement Webpage but believe they are entitled to a refund based on payment of Fire Fees.

Alternate Class Members: Individuals or entities who paid Fire Fees on behalf of a property owner during the Class Period.

If you are a Category 1 Class Member the refund will be mailed without the need for you to take any action. (See Question No. 14 for more information). If you are a Category 2 Class Member you will be sent a Claim Form at what is believed to be your current mailing address or you can be obtain the Claim Form from the Settlement Webpage on Brooks County's Website. If you receive a Claim Form or are listed as a Category 2 Class Member, you will need to follow the directions on the Claim Form, certifying that you are the same taxpayer for which the refund has been calculated. You will have forty five (45) days to return the Claim Form. (See Question No. 14 for more information).

If you are a Missing Class Member or an Alternate Class Member, you must obtain and submit a Claim Form from the Settlement Webpage on Brooks County's website. The Claim Form will require you to certify that you paid Fire Fees during the Class Period and provide documentation supporting your refund eligibility. You will have forty five (45) days to complete and return the Claim Form. The Administrator will review your submission, and if eligible, your refund will be processed as described in Question No. 14.

9. What if I receive a Claim Form and do not follow the instructions or do not timely return the form?

Certain Class Members are required to submit a Claim Form to receive a refund. These include:

- Category 2 Class Members (Class Members who no longer own the property for which the refund is determined to be owed);
- Missing Class Members (those not listed but who believe they are entitled to a refund); and
- Alternate Class Members (those who paid Fire Fees on behalf of someone else).

. If you fall into one of these categories and fail to follow the instructions on the Claim Form and do not submit it on or before the date provided on the Claim Form you will not receive your refund. Sending in a Claim Form late will be the same as failing to send in the required Claim Form.

10. What if I am not listed on the Settlement Webpage as a Class Member?

As explained in Question No. 8, following the Final Approval of the Settlement Agreement settling this Lawsuit (described in Question No. 20), the Administrator will calculate the individual refund amounts and post the Class Members and the refunds each will receive on the Settlement Webpage on Brooks County's website. There will be a Claim Form on that webpage for any taxpayer not identified as a Class Member by the Administrator ("Missing Class Member") to download, complete and submit according to the directions provided. Additionally, there will be a Claim Form for those who paid Fire Fees but do not own the property for which the Fire Fees were paid who believe they are entitled to receive a refund ("Alternate Class Member") to download, complete and submit according to the directions provided. **IF YOU ARE A MISSING CLASS MEMBER OR ALTERNATE CLASS MEMBER YOU MUST TIMELY COMPLETE AND RETURN THE CLAIM FORM IN ORDER TO BE ELIGIBLE FOR A REFUND.** The Administrator will review the claim and notify the taxpayer of their findings. The taxpayer will have fifteen (15) days to object to the Administrator's findings. Objections will be heard by a Special Master. The Special Master's findings will be final and binding.

11. How are the refunds calculated?

Following Final Approval of the Settlement Agreement, the Administrator is directed to identify the Classes and Class Members and determine the refunds owed.

"Class Member" or "Class Members" means a member or members of the Classes.

The Administrator will identify the Class Members who are entitled to refunds as follows:

The Administrator shall be given full access to the records of and full cooperation by Defendant's departments including, but not limited to, Information Technology, the Board of Assessor's Office and Tax Commissioner's Office in order to identify Class Members, confirm the identity of Class Members, obtain missing information for taxpayers who paid the Fire Fee in order to determine whether they are Class Members and to calculate the individual refunds owed to Class Members.

The resulting calculation shall be the refund to each Class Member (the "Calculated Refund"). It is estimated that the Total Cash Consideration will provide sufficient funding to provide refunds of 20-50% of the Fire Fees paid by each Class Member during the Class Period.

The identification of Class Members entitled to refunds and the amount of the individual refunds due to such Class Members is to be completed within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

12. How much will my refund be?

If you are entitled to a refund, your refund will be calculated as explained in Question No. 11. At this time, it is not known how much each individual refund will be. The Administrator will calculate the individual refund amounts after the Final Approval Hearing (see Question No. 20) and after the Court finally approves the Settlement. See Question No. 14 regarding timing of payment.

13. What am I giving up as part of the Settlement?

If the Settlement is finally approved by the Court after the Final Approval Hearing, you will give up your right to sue Brooks County and other persons (“Defendant Releasees”) as to all claims arising out of any and all claims for payment of taxes related to or arising out of the assessment of the Fire Fees as alleged in the Lawsuit from 2018 to 2025 whether in law or equity (the “Released Plaintiff and Class Member Claims”).

The full text of the Release is set forth in Question No. 26. Additionally, a copy of the Settlement Agreement can be found on the Settlement Webpage on Brooks County’s website. *You should carefully read the Release and if you have any questions about the release, you may contact Class Counsel at (912) 638-5200.*

14. When will I get paid?

On _____, the Court will hold a hearing to decide whether to approve the Settlement. If the Court approves the Settlement, the Claims Administrator will begin to verify the individual Class Members who are entitled to refunds and determine the individual amount of the refund to be paid to each Class Member.

The Claims Administrator will endeavor to complete the individual Settlement Class Member refund calculations within nine (9) months of the entry of the Final Order after the Final Approval Hearing described in Question No. 20.

The Total Cash Consideration shall be paid to a Qualified Settlement Fund under Section 468B of the Internal Revenue Code to be identified and established prior to and to be specified in the Final Order (the “Schreck QSF”) to carry out the payment of refunds to individual Class Members. The Final Order will appoint an administrator of the Schreck QSF (the “Schreck QSF Administrator”).

Within thirty (30) days of the later of the expiration of the period for objecting to individual refund amounts or a final ruling by the Special Master on any individual refund calculation, the Administrator shall identify to the Schreck QSF Administrator the amount of refund due each taxpayer and the address to which the refund is to be mailed the Category 1 Class Members. The Schreck QSF Administrator shall issue refund checks from available funds in the Total Cash Consideration to the Category 1 Class Members within thirty (30) days of receipt of such notice. Within thirty (30) days following the expiration of the period to submit Claims Forms, the

Administrator shall identify to the Schreck QSF Administrator Category 2 Class Members, Missing Class Members, and Alternate Class Members who have properly filled out and returned claim forms, the amount of refund due each taxpayer and the address to which the refund is to be mailed. Refunds for Missing Class Members and Alternate Class Members will be issued on the same timetable as for Category 2 Class Members, subject to confirmation by the Administrator and any final rulings by the Special Master.

Please note that there is often a delay after a Settlement like this is approved. For example, there may be appeals of the Court's Order approving the Settlement. The relief to the Class Members provided for by this Settlement may not be implemented until appeals are finished and the Court's Order finally approving this Settlement is upheld. Because of this there could be a delay in payment of the individual refund amounts as provided for in the Settlement.

Please be patient. Updates as deemed necessary will be posted on the Settlement Webpage on Brooks County's website.

The Lawyers Representing You

15. Do I have a lawyer in this Lawsuit?

Yes. The Court decided that the law firm of Roberts Tate, LLC is qualified to serve as Class Counsel and to represent you and all Class Members.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you may hire one at your own cost.

17. How will the lawyers get paid and will there be incentive payments?

Class Counsel has not received any fees for the lawyer and professional time they have devoted to this Lawsuit, nor have they received any reimbursement for any of the out-of-pocket expenses incurred. For work done through the final approval of this Settlement, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed 40% of the Total Cash Consideration plus documented out of pocket expenses incurred from the Total Cash Consideration (the "Fee Petition"). Brooks County takes no position on the Fee Petition, will not oppose the Fee Petition and intends to defer such decision to the judgment and discretion of the Court.

In addition, Class Counsel will ask the Court to award to the Named Plaintiff, Steven Schreck, a class service payment from the Total Cash Consideration in recognition of his efforts on behalf of the Class (the "Class Service Petition"). Named Plaintiff was prepared to appear and testify at trial on behalf of the Class. Brooks County takes no position on the Class Service Petition, will not oppose the Class Service Petition and intends to defer such decision to the judgment and discretion of the Court.

The amounts to be awarded as attorney's fees, expenses and Named Plaintiff's service

award must be approved by the Court. Class Counsel will file the Fee Petition and the Class Service Petition at least twenty (20) days prior to the Final Approval Hearing. You can object to the Fee Petition and the Class Service Petition in compliance with the instruction in Question No. 18.

A copy of the Fee Petition and the Class Service Petition will be posted on the Settlement Webpage on Brooks County's website the same day that it is filed with the Court.

Supporting or Objecting to the Settlement

18. How do I tell the Court that I like or do not like the Settlement?

If you are a Class Member, you can tell the Court that you like the Settlement or you can tell the Court that you do not agree with the Settlement or some part of the Settlement. You can object to the entire Settlement or any part of the Settlement. You can give reasons why you do not think that the Court should approve the Settlement. You can also object to the Fee Petition or the Class Service Petition. You can give reasons for the objection and why you think the Court should not approve the Fee Petition or the Class Service Petition.

In order for the Court to consider your written comments or objections, all objections to the Settlement Agreement settling this Lawsuit or to the Fee Petition or the Class Service Petition must be mailed to the Clerk of Court, Plaintiff's Counsel and Defendant's Counsel. For an objection to be considered by the Court, the objection must be postmarked on or before and sent to the Court, Class Counsel and Counsel for Defendant at the following addresses:

Court	Clerk of the Superior Court of Brooks County 1 Screven Street, Suite 6 Quitman, Georgia 31643
Class Counsel	James L. Roberts, IV, Esquire Roberts Tate, LLC Post Office Box 21828 St. Simons Island, Georgia 31522
Counsel for Defendant	Bradley J. Watkins, Esquire Brown, Readdick, Bumgartner, Carter, Strickland & Watkins Post Office Box 220 Brunswick, Georgia 31521

Additionally, for an objection to be considered by the Court, the objection must also set forth:

- a. The name of the Lawsuit;

- b. Your full name, address and telephone number;
- c. An explanation of the basis upon which you claim to be a Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- e. The number of times the you have objected to a class action settlement within the five (5) years preceding the date on which you file the objection, the caption of each case in which you have made such objection, and a copy of any orders or opinions to or ruling upon your prior such objections that were issued by any court in each listed case;
- f. The identity of all counsel who represented you, including any former or current counsel who may be entitled to any compensation for any reason related to the objection to the Settlement Agreement settling this Lawsuit or to Fee Petition and Class Service Petition;
- g. The number of times your counsel and/or counsel's law firm have objected to a class action settlement within the last five (5) years preceding the date you file the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any order or opinions related to or ruling upon counsel or the firm's prior such objections that were issued by any court in each listed case;
- h. Any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between you or your counsel and any other person or entity;
- i. The identity of all counsel representing you who will appear at the Final Approval Hearing;
- j. A list of all persons which will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- l. Your signature (your attorney's signature is not sufficient).

The filing of an objection may allow Class Counsel or Counsel for Brooks County to notice the objecting party to take his or her deposition at an agreed upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure of the objector to comply with the discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

Any Class Member who fails to object in the manner set forth above will be deemed to have forever waived his or her objections.

19. Can I call the Court or the Judge's office about my objections?

No. If you have questions, you may visit the Settlement Webpage on Brooks County's website (**INSERT URL OF SETTLEMENT WEBPAGE**) for more information about the settlement. You may also call Class Counsel.

20. When and where will the Court decide to approve the Settlement?

The Court will hold a Final Approval Hearing at __:00 __.m. on _____ at the Brooks County Courthouse. After the Final Approval Hearing the Court will decide whether to finally certify the Settlement Class and whether to approve the Settlement. The Court may also decide how much to pay Class Counsel and whether to award a class service payment to Named Plaintiff. Additionally, if no objections are filed, the Court may elect to conduct the hearing telephonically or virtually without further notice to the Class. We do not know how long it will take the Court to make its decision.

Important! The time and date of the Final Approval Hearing may change without additional mailed or published notice.

21. Why is there a hearing?

At the Final Approval Hearing the Court will consider whether to finally certify the Settlement Classes and whether the Settlement is fair, reasonable and adequate. If there are objections that were properly submitted (see Question No. 18) the Court will consider them. At its discretion, the Court may listen to people who have properly filed objections (see Question No. 18) and have asked to speak at the hearing.

22. Do I have to come to the hearing?

No. Class Counsel will present the Settlement Agreement settling this Lawsuit to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you make an objection, you do not have to come to Court to talk about it. As long as you mailed or otherwise submitted your written objection according to the instructions (including the deadlines) in Question No. 18, including all of the information required, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must mail or otherwise submit an objection according to the instructions (including the deadlines) in Question No. 18. The Court, in its discretion, may determine which, if any, of the Class Members who properly submitted an objection and requested to be heard at the Final Approval Hearing will be entitled to appear and be heard.

If you wish to present evidence at the Final Approval Hearing you must identify any witnesses you may call to testify and any exhibits you intend to introduce as evidence at the Final Approval Hearing in your written objection (see Question No. 18).

24. Can I exclude myself from the Settlement?

No. You do not have the right to exclude yourself from the Settlement, but you do have the right to object to the Settlement in writing (see Question No. 18).

Getting More Information about the Settlement

25. How do I get more information?

Visit the Settlement Webpage on Brooks County's website at **FILL IN URL OF SETTLEMENT WEBPAGE** where you can find claim forms, information on the Lawsuit and the Settlement, and documents such as the Complaint and the Settlement Agreement.

You may also call Class Counsel at (912) 638-5200 or write Class Counsel at:

James L. Roberts, IV, Esquire
ROBERTS TATE, LLC
Post Office Box 21828
St. Simons Island, Georgia 31522

PLEASE DO NOT CALL OR WRITE TO THE JUDGE CONCERNING THIS LAWSUIT OR THE SETTLEMENT. PLEASE DO NOT CALL THE CLERK OF COURT. EXCEPT FOR SUBMITTING OBJECTIONS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN QUESTION NO. 18, PLEASE DO NOT WRITE TO THE CLERK OF COURT CONCERNING THIS LAWSUIT OR THE SETTLEMENT.

Full Text of the Settlement

26. What is the full text of the Release for the Settlement?

A. Released Claims by Named Plaintiff and Class Members

The following is the full text of the Release set forth in the Settlement Agreement. All capitalized terms used in this Section 26 have the same meanings as those defined in the Settlement Agreement: A. Upon the Effective Date, the Schrek Lawsuit and all the Consolidated Claims therein, shall be dismissed with prejudice pursuant to this Settlement, with each party to bear his, her or its own fees, costs, and expenses except as set forth in this Agreement. Notwithstanding such dismissal, the Court shall retain jurisdiction to enforce and administer the Settlement and the Final Approval Order and Judgment.

B. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties shall be deemed to have fully, finally, and completely released the Released Parties from the Released Claims.

C. The Parties acknowledge that it is possible that unknown losses or claims exist or might exist or that present losses may have been underestimated in amount. As of the Effective Date and pursuant to the Final Approval Order and Judgment, the Releasing Parties are deemed to finally, fully, and forever expressly waive and relinquish any and all provisions, rights, and benefits with respect to the released Claims.

D. The Releasing Parties are also deemed to acknowledge and understand that they may

later discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released herein and hereby. Nevertheless, it is the intention of the Releasing Parties to fully, finally, and forever settle and release the Released Claims with the Released Parties that exist hereafter may exist or might have existed.

E. This Agreement, upon the Effective Date is intended to and shall fully and finally release the Releasing Parties' Released Claims. Each Releasing Party hereby (1) releases the Released Parties from the Released Claims and (2) covenants and agrees that he, she, or it shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. Released Parties do not agree or admit, and nothing in this Agreement establishes, implies, or can be used to suggest, that Plaintiff, the Releasing Parties, or any other persons or entities have any valid claims against the Released Parties.

F. The Releasing Parties covenant that, after the Effective Date of this Agreement, they shall not seek to recover against any of the Released Parties for any of the Released Claims. This covenant applies to all Releasing Parties, even if a Releasing Party does not receive any Cash Consideration because, among other things, he/she/it did not properly complete or timely submit the Claims Form, or for any other reason.

B. Effect of Failure to Grant Final Approval

In the event that the Court fails to enter an Order granting Final Approval to this Settlement Agreement, the Lawsuit shall resume, this Settlement Agreement and any Order granted pursuant to this Settlement Agreement, including but not limited to the Preliminary Approval Order shall have no res judicata or collateral estoppel effect and shall be of no force or effect, and the Parties' rights and defenses shall be restored without prejudice as if this Settlement Agreement had never been entered into unless either: (1) Named Plaintiff and Defendant agree in writing to a modification of the Settlement Agreement and obtain approval of the Amended Settlement Agreement with such agreed to modification, or (2) Named Plaintiff and Defendant successfully obtain reversal of the decision denying entry of the Order granting Final Approval to this Settlement Agreement after reconsideration or appellate review. In the event that the Court fails to enter an Order granting Final Approval of this Settlement Agreement, the terms of this Settlement Agreement shall not be admissible for any purposes in this action or any other action against County's regarding Fire Fees.

C. Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any matters arising out of, or related to, the interpretation or implementation of this Settlement Agreement.

Exhibit "B"

Steven Schreck v. Brooks County

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

TO: BROOKS COUNTY PROPERTY OWNERS WHO OWN OR OWNED PROPERTY AND WERE ASSESSED AND PAID FIRE PROTECTION FEES (“FIRE FEES”) FOR 2018, 2019, 2020, 2021, 2022, 2023, 2024 OR 2025, OR IF YOU PAID FIRE FEES ON SOMEONE ELSE’S BEHALF DURING THAT SAME PERIOD.

PLEASE READ THIS NOTICE CAREFULLY. A COURT AUTHORIZED THIS NOTICE.

A Settlement has been preliminarily approved by the Superior Court of Brooks County, Georgia in the class action lawsuit (the “Lawsuit”) listed above. If the Settlement is approved by the Court at or after the Fairness Hearing described below, the Total Cash Consideration of \$1,000,000.00 will be deposited into the Escrow Account (the “Total Cash Consideration”). Individual Class Member refunds will be calculated pursuant to the terms of the proposed settlement agreement (“Settlement Agreement”).

You are a member of the Class if you are or were an owner of property in Brooks County and were assessed and paid Fire Fees for 2018, 2019, 2020, 2021, 2022, 2023, 2024, or 2025.

A Final Approval Hearing will be held on _____ at _____ .m. in Courtroom _____ at the Brooks County Courthouse to determine among other things: (1) whether to finally certify the Settlement Classes; (2) whether the proposed Settlement should be granted final approval; (3) whether Class Counsel’s request for an award of attorneys’ fees, expenses and service award to Class Representative should be approved; (4) whether the Lawsuit and the Class Members’ claims against Brooks County should be dismissed; and (5) whether final judgment should be entered. If no objections are filed, the Court may elect to hold the hearing telephonically or virtually.

If you are a member of the Class as defined above, your rights may be affected by the proposed Settlement as set forth in the Settlement Agreement.

You do not have the right to exclude yourself from the Settlement in this Lawsuit, but you do have the right to object in writing. Any objection by a Class Member must postmarked on or before _____ **and must comply with the requirements stated in the Settlement Agreement, Section F which can be found at [INSERT URL TO SETTLEMENT WEBSITE].**

After the Settlement has been approved by the Court, if you still own the property for which a refund is determined to be owed, you will not be required to do anything to receive your refund. If you no longer own the property for which a refund is determined to be owed, after the Settlement has been approved by the Court, you will receive a Claim Form. The Claim Form will be sent to your current address or your last known address. If you receive a Claim Form you will need to complete and return it as instructed on the Claim Form in order to receive the refund.

If you are a member of the Class and have not yet received the Full Notice of this Settlement, or if you want more information regarding anything in the Publication Notice, you may obtain such information by visiting [INSERT URL TO THE SETTLEMENT WEBSITE], calling Class Counsel at (912) 638-5200 or writing Class Counsel at ROBERTS TATE, LLC, Post Office Box 21828, St. Simons Island, Georgia 31522.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

Exhibit "C"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOK COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

CLAIM FORM FOR CATEGORY 2 CLASS MEMBERS

The Administrator in the above referenced class action Lawsuit has identified you as a Class Member no longer owning the property for which a refund for fire protection fees ("Fire Fees") is due. In order to receive your refund, you are required to complete the attached Claim Form.

You need to follow the directions on the attached Claim Form and mail it to the address indicated on the Claim Form. If you fail to follow the instructions on the Claim Form and do not submit it on or before the date provided on the Claim Form you will not receive your refund. Sending in a Claim Form late will be the same as failing to send in the required Claim Form.

Class Member Name _____

Property for which the Refund is Due _____

Amount of Refund _____

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

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CIVIL ACTION NO. 23-CV-00067

CLAIM FORM FOR CATEGORY 2 CLASS MEMBERS

You may be entitled to a refund of fire protection fees (“Fire Fees”) paid as a result of a resolution in the above referenced class action (the “Lawsuit”). Additional information can about the Lawsuit and the resolution can be obtained by visiting: [INSERT URL OF WEBPAGE ON COUNTY SITE] or by calling Class Counsel at (912) 638-5200.

You will need to complete this Claim Form and mail your completed and signed Claim Form **within sixty (60) days from [ADMINISTRATOR FILL IN DATE CLAIM FORM MAILED]** to:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

See Following Pages for Claim Form.

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address where refund is to be mailed (if different from current address): Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

CERTIFICATION

**I/We certify that I/we formerly owned and paid Fire Fees for the property located at
[ADMINSTRATORS FILL IN THE PROPERTY ADDRESS].**

I/We declare and affirm under penalties of perjury that the foregoing information contained herein is true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "D"

**IN THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. 23-CV-00067
)	
v.)	
)	
BROOKS COUNTY)	
)	
)	
Defendant.)	

CLAIM FORM FOR ALTERNATE CLASS MEMBER

If you are not an owner of property for which a bill for fire protection fees (“Fire Fees”) was issued but paid such Fire Fees on behalf of an owner of property listed in the Initial Settlement Class Member List on the Settlement Webpage at: **[FILL IN URL OF COUNTY WEBSITE]** and wish to assert a claim for such amounts paid you need to complete this Claim Form **within forty-five (45) days from the date of posting of the Individual Settlement Class Member List is posted on the Settlement Webpage.**

You will need to mail your completed and signed Claim Form to the Administrator at:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

The Administrator will review your Claim Form and respond to you with his findings. **You will have fifteen (15) days to object to the Administrator’s findings.** Objections will be considered and ruled upon by the Special Master appointed by the Court. **The Special Master’s ruling is final and binding.**

PERSONAL IDENTIFICATION

Please Type or Print

Name:

Current Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address or Parcel Number for which you believe a refund is owed:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Parcel No.: _____

Area Code and Phone number (day):

Area Code and Phone number (evening):

Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

YEARS FOR WHICH YOU BELIEVE YOU ARE ENTITLED TO A REFUND

Please list all of the tax years for which you believe you are entitled to a refund:

_____.

SUPPORTING DOCUMENTATION

You may attach to this Claim Form any documentation that you believe supports your claim that you are entitled to a refund. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/we paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)
on _____ (insert dates paid).

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "E"

STEVEN SCHRECK)
)
)
 Plaintiff,) CIVIL ACTION NO. 23-CV-00067
)
 v.)
)
 BROOKS COUNTY)
)
)
 Defendant.)

If you believe that you may be entitled to a refund of fire protection fees (“Fire Fees”) paid as a result of a resolution in the above referenced class action (the “Lawsuit”) but your name is not listed as a Class Member on the Settlement Webpage at: **[FILL IN URL OF COUNTY WEBSITE]** you need to complete this Claim Form **within forty-five (45) days from the date the individual refund calculations are posted on the Settlement Webpage.**

Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244

The Administrator will review your Claim Form and respond to you with his findings. **You will have fifteen (15) days to object to the Administrator's findings.** Objections will be considered and ruled upon by the Special Master appointed by the Court. **The Special Master's ruling is final and binding.**

PERSONAL IDENTIFICATION

Please Type or Print

Name:
Current Address: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____
Address or Parcel Number for which you believe a refund is owed: Street Address: _____ _____ City: _____ State: _____ Zip Code: _____ Parcel No.: _____
Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

YEARS FOR WHICH YOU BELIEVE YOU ARE ENTITLED TO A REFUND

Please list all of the tax years for which you believe you are entitled to a refund:

_____.

SUPPORTING DOCUMENTATION

You may attach to this Claim Form any documentation that you believe supports your claim that you are entitled to a refund. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/we currently or formerly own(ed) and paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)

_____.

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "F"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. 23-CV-00067
)	
v.)	
)	
BROOKS COUNTY)	
)	
)	
Defendant.)	

OBJECTION FORM FOR CLASS MEMBER

If you have an objection to an individual refund amount as shown on either of the Class List posted on the Class Member Webpage at: **[FILL IN URL FOR COUNTY WEBSITE]**, or if you have any disputes about the individual refund calculation and administration process, you must file an objection with the Special Master **within forty-five (45) days from the date the individual refund calculations were posted on the Settlement Webpage**. Use this Objection Form to file an objection using your preferred format.

You will need to mail your objection to both the Administrator and the Special Master at the following addresses:

**Administrator Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

**Rita Spalding
Brooks County Class Action Settlement
Special Master
1522 Richmond Street
Brunswick, Georgia 31520**

The Administrator will review your objection and provide their findings to the Special Master. Objections will be considered and ruled upon by the Special Master appointed by the Court. The Special Master's decisions are final and binding.

PERSONAL IDENTIFICATION

Please Type or Print

Name:

Current Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address for which you believe a refund is owed (if different from current address):

Street Address: _____

City: _____

State: _____

Zip Code: _____

Area Code and Phone Number (day):

Area Code and Phone Number (evening):

Email:

If you need additional space, attach the required information on separate, numbered sheets and print your name at the top of each additional sheet.

OBJECTION TO INDIVIDUAL REFUND AMOUNTS

Please provide your reason for objecting to the individual refund amount shown on the Class List, including the specific tax years to which you are objecting and what you believe the correct refund amount should be:

SUPPORTING DOCUMENTATION

You may attach to this Objection Form any documentation that you believe supports your objection to the individual refund amount shown on the Class List. Make sure each page of such documentation is clearly labeled with your name.

CERTIFICATION

I/We certify that I/We currently or formerly owned(ed), reside(ed) and paid fire protection fees (“Fire Fees”) taxes for the property located at *(fill in address of property for which you believe a refund is due)*:

I/We declare and affirm under penalty of perjury that the foregoing information contained herein and documents attached hereto, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Objection Form was executed this _____ day of _____, 20____.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "G"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK

Plaintiff,

v.

BROOKS COUNTY

Defendant.

)
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CIVIL ACTION NO. 23-CV-00067

ADDRESS UPDATE FOR CLASS MEMBER

If you are a Class Member in the above referenced class action matter and need to update your address, use this form.

Mail completed form to:

**Terry D. Turner, Jr.
Gentle Turner & Benson, LLC
Brooks County Class Action Settlement
501 Riverchase Parkway East
Suite 100
Hoover, Alabama 35244**

See Following Pages for Address Form.

CLASS MEMBER IDENTIFICATION

Please Type or Print

Name:

Current Address:

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address where refund is to be mailed (if different from current address):

Street Address: _____

City: _____

State: _____

Zip Code: _____

Address for which you believe a refund is owed (if different from current address):

Street Address: _____

City: _____

State: _____

Zip Code: _____

Area Code and Phone number (day):
Area Code and Phone number (evening):
Email:

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name at the top of each additional sheet.

I/We certify that I/we currently or formerly own(ed) and paid Fire Fees for the property located at (fill in address of property for which you believe a refund is due)

I/We declare and affirm under penalties of perjury that the foregoing information contained herein and documents attached here to, if any, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Claim Form was executed this _____ day of _____, 20__.

Signature of Property Owner

Signature of Joint Property Owner, if any

(Print your name here)

(Print your name here)

Exhibit "H"

**THE SUPERIOR COURT OF BROOKS COUNTY
STATE OF GEORGIA**

STEVEN SCHRECK)	
)	
)	
Plaintiff,)	CIVIL ACTION NO. 23-CV-00067
)	
v.)	
)	
BROOKS COUNTY)	
)	
)	
Defendant.)	

NOTICE OF COMPLETION

I, _____, am the Schreck QSF Administrator in the above referenced class action matter. I hereby give notice of the completion of the administration of the Settlement in this matter. [There were not any remaining funds from the Aggregate Refund Account to return to Brooks County as set forth in the Settlement Agreement. *OR* Remaining funds from the Aggregate Refund Account in the amount of _____ were returned to Brooks County as set forth in the Settlement Agreement].

Respectfully submitted this the _____ day of _____, 20____.

Schreck QSF Administrator

Exhibit "C"

**AN ORDINANCE REGULATING THE ASSESSMENT OF FEES
FOR FIRE PROTECTION SERVICES
IN BROOKS COUNTY
RESOLUTION NO. 2014-02**

**STATE OF GEORGIA
BROOKS COUNTY**

WHEREAS, the Brooks County Board of Commissioners, in order to provide fire protection services to the citizens of Brooks County; to provide funds that will allow for the hiring of personnel, purchase of fire suppression equipment, the distribution of the water and the provision of hydrants in Brooks County (hereinafter referred to as the "Fire Protection System"); to provide funds necessary for the maintenance of the Fire Protection System; to provide funds for the enforcement of this Ordinance; to provide for the assessment and collection of a fee in the amounts set forth below for the in unincorporated Brooks County, the City of Pavo, the City of Morven and the City of Barwick; to allow for a penalty for any payments not made according to this Ordinance; and

WHEREAS, the Brooks County Board of Commissioners finds it necessary to adopt this Ordinance regulating the assessment of fees in order to provide fire protection services to the citizens of Brooks County.

BE AND IT IS HERBY ORDAINED as follows:

1. **Title.** This Ordinance shall be known as the "Ordinance Regulating the Assessment of Fees for the Fire Protection Services in Brooks County."
2. **Authority.** This Ordinance is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia.
3. **Scope of Ordinance.** The scope of this Ordinance shall include all parcels within the corporate limits of the city of Morven, Barwick and Pavo together with all of the parcels within unincorporated areas of Brooks County.
4. **Payment of Fees.**
 - a. All fees imposed under this Ordinance shall be invoiced simultaneously with real and personal property taxes by the Brooks County Tax Commissioner and shall be due and

payable on the same day that real and personal property taxes are due, as determined by the Brooks County Tax Commissioner.

- b. The fee for the fire protection services per parcel within the corporate limits of the city of Morven, Barwick and Pavo together with all of the parcels within unincorporated areas of Brooks County shall be as follows:

All tax parcels shall be assessed a fire protection services fee of \$20.00 per parcel;

Plus an additional fire protection services fee of \$45 for each homestead exempt residential structure located on said parcel;

Plus an additional fire protection services fee of \$65 for each non-homestead exempt residential structure located on said parcel;

Plus an additional fire protection services fee of \$100 for each commercial structure located on said parcel

- c. A late fee of \$20.00 shall be assessed if the payment is not received within sixty (60) days of the due date.
 - d. Any account that has not been paid in full after sixty (60) days may be turned over to an agency or attorney for purposes of collection through any lawful means; provided that a statement of account and past due balances shall be mailed to each parcel owner prior to the commencement of collection activities.
 - e. The fire protection services fee shall accrue to the owner of each parcel, regardless of whether a notice is sent or actually received by the owner of such parcel.
- 5. **Severability.** If any portion of this Ordinance is held invalid, the remaining provisions shall continue in full force and effect.
 - 6. **Repealer.** Any and all ordinances that may conflict with this Ordinance shall no longer be operative and are hereby repealed.
 - 7. **Collection.** The Brooks County Board of Commissioners hereby authorizes the County Administrator to enforce this Ordinance and to contract with the Brooks County Tax

Commissioner to collect the fees associated with this Ordinance. The County Administrator is hereby authorized to compensate the Brooks County Tax Commissioner in connection with said collection activities.

8. **Effective Date.** This Ordinance shall be effective on the 10th day July, 2014.

BROOKS COUNTY
BOARD OF COMMISSIONERS



