

## 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:<sup>1</sup>

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

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<sup>1</sup> 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.<sup>2</sup>

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

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<sup>2</sup> 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](mailto: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 June 20, 2025 and agree that it shall take effect when executed by each of the undersigned.

**PLAINTIFF STEVEN SCHRECK**

DocuSigned by:  
Steven Schreck  
D052F04388A446A...

Date: 6/20/2025

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


Date: 6/20/2025

**BROOKS COUNTY, GEORGIA, BY AND THROUGH  
THE BROOKS COUNTY BOARD OF COMMISSIONERS**

Patrick Elsom

By: Chairman

Date: 6/18/2025

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

Date: 6/19/2025