

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 9:30 a.m. on August 18
2025 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 26 day of JUNE, 2025.


Judge

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

Contents

Basic Information	4
1. What is the purpose of this Notice?.....	4
2. The Plaintiff's allegations and contentions in this Lawsuit.....	4
3. Why is this Lawsuit a class action?	5
4. Why is there a Settlement?	5
Who is in the Settlement?	6
5. Am I part of the Class?	6
6. What if I am still not sure if I am included in the Class?.....	6
The Proposed Settlement	6
7. What are the Settlement Benefits?	6
8. How do I receive my refund?.....	6
9. What if I receive a Claim Form and do not follow the instructions or do not timely return the form?	7
10. What if I am not listed on the Settlement Webpage as a Class Member?	7
11. How are the refunds calculated?	8
12. How much will my refund be?.....	8
13. What am I giving up as part of the Settlement?	8
14. When will I get paid?.....	9
The Lawyers Representing You	9
15. Do I have a lawyer in this Lawsuit?	9
16. Should I get my own lawyer?.....	9
17. How will the lawyers get paid and will there be incentive payments?	10
Supporting or Objecting to the Settlement	10
18. How do I tell the Court that I like or do not like the Settlement?	10
19. Can I call the Court or the Judge's office about my objections?	12
20. When and where will the Court decide to approve the Settlement?	12
21. Why is there a hearing?	12
22. Do I have to come to the hearing?	13

23. May I speak at the hearing?	13
24. Can I exclude myself from the Settlement?	13
Getting More Information about the Settlement.....	13
25. How do I get more information?	13
Full Text of the Settlement	14
26. What is the full text of the Release for the Settlement?.....	14

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 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"

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

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.

Property for which the Refund is Due _____

Amount of Refund

STEVEN SCHRECK

CIVIL ACTION NO. 23-CV-00067

V.

Defendant.

2

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"

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

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.**

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"

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"

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"

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"

STEVEN SCHRECK

CIVIL ACTION NO. 23-CV-00067

BROOKS COUNTY

Defendant.

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