IN THE SUPERIOR COURT OF CHARLTON COUNTY
STATE OF GEORGIA

TOLEDO MANUFACTURING COMPANY, RAYONIER FOREST RESOURCES, L.P., MARK TIMOTHY THRIFT, LISA ROSE THRIFT, LESLIE H. BLAIR AND MARY E. BLAIR	)	
Plaintiffs,	)	**CIVIL ACTION NO. SUCV201900232**
v.	)	
CHARLTON COUNTY	)	
Defendant.	)	

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, the instant action pending before the Court is a class action (the "Lawsuit") brought by Plaintiffs Toledo Manufacturing Company ("Toledo"), Rayonier Forest Resources, L.P. ("Rayonier"), Mark Timothy Thrift and Lisa Rose Thrift (the "Thrifts") and Leslie H. Blair and Mary E. Blair (the "Blairs") (Toledo, Rayonier, the Thrifts and the Blairs are collectively referred to as the "Named Plaintiffs"), individually and on behalf of all other persons similarly situated ("Class Members") against Defendant Charlton County (the "County")[1];

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[1] Initially, members of the Charlton County Board of Commissioners (the "BOC"), members of the Charlton County Board of Assessors (the "BOA") and the Tax Commissioner of Charlton County (collectively "Certain Other Defendants") were included as defendants. On February 26, 2020 Named Plaintiffs filed a Consent Motion to Dismiss Certain Other Defendants without prejudice.

WHEREAS, this matter came before the Court on the Joint Motion for Preliminary Approval of Class Action Settlement, Approval of Notice Program and Scheduling Final Approval Hearing on November 12, 2020;

WHEREAS, the Court GRANTED the Joint Motion for Preliminary Approval of Class Action Settlement, Approval of Notice Program and Scheduling Final Approval Hearing and entered an Order on November 12, 2020 (the "Preliminary Approval Order");

WHEREAS, this matter is currently before the Court on the Joint Motion for Final Approval of Class Action Settlement pursuant to O.C.G.A. § 9-11-23(e) in which the Court has been asked to give final approval to the [Proposed] Consent Judgment on Aggregate Refund and Order (hereinafter the "Consent Judgment") entered into by Named Plaintiffs and the County, through counsel, dated November 12, 2020, which, together with the exhibits thereto, sets forth the terms and conditions of the proposed resolution of this Lawsuit;

WHEREAS, the Final Approval Hearing was scheduled for December 14, 2020 in the Preliminary Approval Order and as made known to the Class Members through the notice procedures (the "Notice Program") approved by the Court in the Preliminary Approval Order;

WHEREAS, no objections were filed to the proposed Consent Judgment and the Court having considered the entire record of this Lawsuit, including the filings in support of preliminary approval and final approval, the Consent Judgment and the exhibits thereto, and the arguments and representations of counsel, the Court finds that the requirements for final approval have been met and that the proposed resolution of this Lawsuit as set forth in the Consent Judgment is fair, reasonable and adequate compromise of the claims and defenses asserted in this Lawsuit and should therefore be approved pursuant to O.C.G.A. § 9-11-23.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order of Final Approval and Judgment incorporates herein and makes a part hereof the Consent Judgment, including all exhibits thereto. Unless otherwise provided herein, the terms defined in the Consent Judgment shall have the same meanings for purposes of this Final Order and Judgment.

2. This Court has jurisdiction over the subject matter of this Lawsuit and over all Parties to this Lawsuit including Named Plaintiffs, all Class Members and Defendants. Venue is proper.

3. The record shows that notice has been given to the Class Members via the Notice Program approved by the Court in the Preliminary Approval Order. The Court finds the Notice Program consisted of individual notice mailed to Class Members (the "Full Notice"), a notice in The Charlton County Herald (the "Publication Notice") and a webpage on the County's website (the "Webpage"). The record shows that The Full Notice was mailed to Class Members identified in Exhibit A of the Consent Judgment to their last known addresses as appearing on the records maintained by the County on November 18, 2020; five hundred and four (504) Full Notices were mailed. The record further shows that the webpage was added to the County's website providing information about the Lawsuit. See https://charltoncountyga.us/422/Tax-Refund-Case. The Publication Notice, the record shows, was placed in The Charlton County Herald on November 18, 2020, November 25, 2020 and December 2, 2020.

The Court finds that the Notice Program (a) constitutes notice that was reasonably calculated under the circumstances to apprise the Class Members of the terms of the Consent Judgment and the Settlement, the Class Members' right to object and the date and time of the Final Approval Hearing; (b) constitutes due, adequate, and sufficient notice to all persons or entities

entitled to receive notice; and (iv) meets the requirements of O.C.G.A. § 9-11-23 and the due process requirements of the Constitution of the United States and the Constitution of the State of Georgia and all other applicable law.

4. For any Full Notice that was returned as undeliverable, the Administrators are directed for any Class Member who is entitled to a refund to cross reference the Class Member's name with the County records to determine if there is a new address. Generally, the Administrators are directed to use reasonable efforts to confirm the address of any Class Member who is entitled to a refund.

Final Approval of Proposed Settlement

5. The Court finds that the Settlement set forth in the Consent Judgment was the result of extensive and intensive arm's length negotiations taken place in good faith among highly experienced counsel, with the benefit of sufficient facts and with full knowledge of the risks inherent in litigation. The record shows the Consent Judgment was negotiated at arm's length, without collusion and with the assistance of a respected mediator. The record further shows that the Parties engaged in extensive arm's length settlement negotiations with discussions concerning the terms of the Settlement conducted by senior attorneys from both sides. The record also shows that all participants in the settlement discussions were experienced in prosecuting and negotiating multimillion-dollar complex class action cases such as this Lawsuit. Each side, the record shows, had a thorough understanding of the allegations regarding the statutory violations of the Forest Land Protection Act ("FLPA") and the Conservation Use Valuation Assessment ("CUVA") statutes, the aggregate damages owed, the facts in support of the amount owed and the defenses thereto.

The record shows that on August 26, 2020 the Parties held a formal mediation session with Patrick T. O'Connor, Esquire, an experienced mediator registered with the Georgia Office of Dispute Resolution and the American Arbitration Association and a member of the Georgia Academy of Mediators and Arbitrators.

6. The Court finds that the Settlement set forth in the Consent Judgment is not the product of fraud or collusion. The Court further finds that based on the record Consent Judgment is the result of hard-fought, arms-length negotiations. The Court finds that there is no evidence of collusion as counsel for both Parties zealously represented the best interests of their clients.

7. The Court hereby approves the Settlement set forth in the Consent Judgment and finds that the Settlement is, in all respects, fair, reasonable, adequate, meets the requirements of due process, and is in the best interest of the Class. This is especially so in view of the complexity, expense and probable duration of further litigation; the discovery conducted to date; the risks of establishing damages; and the reasonableness of the recovery obtained and the meaningful benefits provided to the Class, considering the range of possible recovery and the attendant risks of litigation.

The record shows the direct benefits to the Class Members include the creation of an Aggregate Refund Fund in the amount of $1,350,000.00. The Court finds that this Settlement provides immediate cash refunds for the Class Members up to 100% of the total calculated refund due less fees and expenses for tax years 2014 to 2019. Further, the record shows that the Settlement will provide tax dollar savings to the Class Members into the future beginning in tax year 2020 since the County has agreed to correct the soil delineation and land use values beginning in tax year 2020. Therefore, this Court finds that the possibility of a trial producing a more favorable recovery is remote and the Class would risk the many hazards of litigation, such as trial

errors and appeals. Further, the Court finds that Settlement will avoid complex, expensive and continued lengthy litigation, saving resources of the Parties and the Court.

The record shows that the facts of this Lawsuit have also been thoroughly researched as Class Counsel spent a substantial number of hours investigating the hundreds of potential refund claims for each tax year at issue. The record shows that Class Counsel conducted early, informal discovery and issued numerous Open Records Requests to the County for documents. The record further shows that Class Counsel analyzed the County lists of parcels enrolled in the FLPA program for tax years 2014, 2015, 2016, 2017, 2018 and 2019 and analyzed the County lists of parcels enrolled in the CUVA program for tax years 2014, 2015, 2016, 2017, 2018 and 2019. For taxpayers who potentially could be entitled to a refund, Class Counsel reviewed property record cards, tax bills and soil maps. The record also shows that Class Counsel analyzed the soil productivity classifications utilized by the County and then analyzed the soil productivity classifications based on the use of nine (9) soil productivity classifications as required by the FLPA and CUVA statutes for each parcel to determine the refund.

The record further shows that the legal issues have been thoroughly researched and that Class Counsel has briefed and argued the same issues in other tax refund and tax appeal matters and is very familiar with the statutory requirements for valuing parcels enrolled in the FLPA and CUVA programs.

The Court finds that Class Counsel was well informed of the merits of the Lawsuit and had sufficient information to weigh the benefits of settlement against further litigation.

8. Based on the foregoing, the Court finds that Class Counsel and Named Plaintiffs have adequately represented the Class.

9. The Court further finds that the Settlement treats Class Members equitably. The record shows that each Qualified Class Member (as defined in the Consent Judgment) will receive payment from the Aggregate Refund Fund pursuant to a formula that ensures they will be fairly compensated. That is, each Qualified Class Member will receive his or her pro-rata share of his or her calculated tax refund up to 100% of the total calculated refund due from the Aggregate Refund Fund less Fees and Expenses (as defined in the Consent Judgment). This is called the "Pro-Rata Tax Refund". "Pro-rata" means the proportion each Qualified Class Member's Pro-Rata Refund bears to the total Aggregate Refund Fund. The record shows that this percentage shall be used to calculate each Qualified Class Member's pro rata share of the Fees and Expenses.

10. The Court finds that the proposed method of distribution of refunds to the Class Members to be the best method of distribution possible. The record shows that if the Class Member is a Qualified Class Member as defined in the Proposed Consent Judgment and still owns the property for which the refund is due, the Class Member needs to take no further action in order to receive his or her refund. There are no claims forms for such Qualified Class Members to complete. If the Class Member is a Qualified Class Member as defined in the Proposed Consent Judgment and no longer owns the property for which the refund is due, the record shows that the Class Member will fill out a claim form (which will be sent to what is believed to be the current address or can be obtained from the settlement webpage on the County's website) certifying that he or she is the same taxpayer for which the refund has been calculated and then the refund will be mailed to such Class Member.

11. The Court hereby establishes the Toledo Qualified Settlement Fund (the "Toledo QSF") pursuant to Court Order as a "Qualified Settlement Fund" as that term is described in Internal Revenue Code §468B (26 U.S.C. §468B) and the Treasury Regulations thereto,

established by Order of this Court, to hold, invest, administer, and distribute the Toledo QSF assets, which shall consist of a proposed service award to the Named Plaintiffs and Class Counsel attorney fees and expenses.

The Settlement monies held by the Toledo QSF's bank account shall be held and managed, as required by Treasury Regulations §468B-1(c)(3). Such Toledo QSF settlement amounts are to be held, managed, invested, and re-invested, as directed by the Fund Administrator appointed by the Court, in a manner to preserve any accrued income and principal in the Toledo QSF until it can be fully distributed. Terry D. Turner, Jr. of Gentle Turner Sexton & Harbison, LLC, 501 Riverchase Parkway East, Suite 100, Hoover, Alabama 35244 is appointed as the Toledo QSF administrator (the "Toledo QSF Administrator").

The Toledo QSF Administrator shall charge a flat fee of $20,000.00 for his services plus expenses which shall be paid from the Aggregate Refund Fund as set forth in the Consent Judgment.

Class Counsel Fees Awarded and Service Fees shall be paid by the Toledo QSF Administrator. The Toledo QSF shall hold such settlement amount, with any earnings thereon, and the Toledo QSF Administrator shall make payments on behalf of the Named Plaintiffs and Class Counsel from the Toledo QSF, whether directly, structured settlement payments, or otherwise, and fund administration fees of the Toledo QSF. The Court shall retain jurisdiction of the Toledo QSF, the Toledo QSF Administrator, and all related matters. The Toledo QSF is hereby authorized to effect qualified assignments on behalf of the Named Plaintiffs or Class Counsel of any resulting structured settlement liability within the meaning of Section 130(c) of the Internal Revenue Code to the qualified assignee.

12. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Consent Judgment.

13. The Parties are Ordered to cooperate fully with each other regarding the implementation of the terms of the Consent Judgment as approved in this Final Order and Judgment.

Certification of Settlement Class

14. Even where certifying a class under O.C.G.A. §9-11-23 for settlement purposes only, 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).

15. The Court previously concluded in its Preliminary Approval Order that it was likely to certify the following Settlement Classes:

(1) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2014 by and paid taxes to Charlton County (the "2014 Class");

(2) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2015 by and paid taxes to Charlton County (the "2015 Class");

(3) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2016 by and paid taxes to Charlton County (the "2016 Class");

(4) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2017 by and paid taxes to Charlton County (the "2017 Class");

(5) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2018 by and paid taxes to Charlton County (the "2018 Class"); and

(6) Taxpayers who, like Named Plaintiffs, own parcels in Charlton County, Georgia enrolled in the FLPA program or the CUVA program who were issued tax bills in 2019 by and paid taxes to Charlton County (the "2019 Class").

For the reasons set forth below, the Court finally certifies, for settlement purposes only, these Settlement Classes pursuant to O.C.G.A. §9-11-23.

16. The Court specifically determines that, for settlement purposes, the proposed Settlement Classes met 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 Classes 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 representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the Settlement Classes, as they have no interests antagonistic to or in conflict with the Settlement Classes 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; and that the County 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 the members of the class.[2]

Releases, Dismissal and Final Judgment

17. All claims asserted in this Lawsuit are dismissed with prejudice on the merits and without costs to any party except as otherwise provided in this Court's Order on Named Plaintiffs' Application for Attorney's Fees, Reimbursement of Expenses and Service Award to Class Representatives or as otherwise provided in the Consent Judgment.

18. Upon entry of this Final Order and Judgment, Named Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, release their claims as outlined in the Consent Judgment.

19. The Court grants the Consent Motion to Dismiss Certain Defendants filed on February 26, 2020.

20. The Court denies Defendants' Motion to Dismiss filed on January 27, 2020 as moot.

21. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement and interpretation of the Consent Order, to protect and effectuate this Order, and for any other necessary purpose.

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[2] Additionally, while the Court has elected to only certify the Class under 9-11-23(b)(1) and 9-11-23(b)(2), the Court also finds that certification under 9-11-23(b)(3) would be appropriate as 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 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).

22. The Clerk shall promptly enter the [Proposed] Consent Judgment in the docket of this Lawsuit, which shall become a final Consent Judgment of this Court.

23. The Clerk shall promptly enter this Order as a Final Judgment in the docket of this Lawsuit.

SO ORDERED. This 9 day of December, 2020.

Dwayne H. Gillis

Judge Dwayne H. Gillis