

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into between the City of Jennings (“City” or “Defendant”) and the Class Plaintiff Marlo Lampkin on behalf of himself and the Settlement Class by and through the undersigned for City and the undersigned Class Plaintiff and Class Counsel for the Settlement Class.

RECITALS

WHEREAS, Plaintiff Marlo Lampkin (“Plaintiff”) commenced a lawsuit styled Marlo Lampkin v. City of Jennings, Case No. 14SL-CC04207 pending in the Circuit Court of St. Louis County (the “Action”) alleging that a Warrant Fee (“Fee”) charged by the City was illegal pursuant to Missouri Revised Statutes § 488.005 et seq.;

WHEREAS, Plaintiff is an individual who paid the Fee;

WHEREAS, Defendant City of Jennings (“City” or “Defendant”) denies each of the allegations in the Action and asserts that it has at all times complied with all laws;

WHEREAS, Class Counsel have conducted and continue to conduct a thorough investigation and evaluation of the facts and law relating to the matters set forth in this case;

WHEREAS, Plaintiff and Defendant desire to avoid the further expense of litigation and to settle and voluntarily compromise any and all claims or causes of action between them that have arisen or that may arise in the future which in any way relate to Plaintiff’s claims or the facts alleged in the Action individually and on behalf of the Settlement Class.

In consideration of the foregoing and the mutual covenants and conditions contained herein, and with the intention of being legally bound thereby, each of the above Parties hereto do covenant and agree as follows:

DEFINITIONS

1. **Definitions.** The following definitions apply to this Agreement and the exhibits hereto:

1.1. The “**Action**” means this case *Marlo Lampkin v. City of Jennings*, Cause No. 14SL-CC04207 pending in the Circuit Court of St. Louis County.

1.2. “**Claims**” shall mean all potential claims regarding the payment of a Warrant Fee to the City.

1.3. “**Claims Administration**” shall mean the distribution of payment and correspondence and communication with the Class.

1.4. “**Claims Administrator**” or “**Settlement Administrator**” shall be Dahl Administration, LLC, which is a nationally known class-administration firm with significant experience.

1.5. “**Class Notice**” Refers to direct mail notice by a Notice of Pendency of Class Action, Proposed Settlement and Hearing, a website with additional information, and a notice to be published in the *St. Louis American* at least one (1) day a week for three (3) consecutive weeks. Upon receiving notice, class members who do not find the information they seek on the Notice of Pendency of Action, Proposed Settlement and Hearing, publication notice or the website, can contact the Claims Administrator for additional help.

1.6. “**Class Period**” With regard to those entitled to partial refunds pursuant to this agreement because they have paid a Warrant Fee, the Class Period shall mean the time period from December 8, 2009 to the date the Order for Preliminary Approval is entered by the Court. With regard to those entitled to forgiveness of a debt they owe to the City of Jennings because a Warrant Fee was charged but not paid, the class period will be any time prior to the date the Order for Preliminary Approval of Settlement is entered.

1.7. **“Claims Period”** shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date (defined below) until forty-five (45) days thereafter, including weekends and holidays, provided that if the last day of the Claims Period falls on a weekend or federal holiday, then the end of the Claims Period shall be the next following day that is not a weekend or federal holiday.

1.8. **“Class List”** shall be a list of the names and last known mailing addresses of all members of the Settlement Class as identified in the summary of the State of Missouri REJIS Report and the McCombs Report provided to the City of Jennings.

1.9. **“Class Plaintiff”** means the named Plaintiff in this Action, Marlo Lampkin. The Class Plaintiff filed the Action in his individual capacity and as representative of a putative class and Settlement Class as defined in this Agreement.

1.10. **“Court”** shall mean St. Louis County Circuit Court, The Honorable Steven H. Goldman, or his duly appointed or designated successor.

1.11. **“Defendant”** shall mean The City of Jennings and shall include all city employees, agents, appointed and elected officials, municipal prosecutors, city attorneys, municipal court administrators, and municipal judges of the City of Jennings, Missouri who may have participated in the conduct that is the subject of this Settlement Agreement.

1.12. **“Defendant’s Counsel”** shall mean D. Keith Henson of Paule, Camazine & Blumenthal, P.C., 165 North Meramec Ave., Suite 110, Clayton, MO 63105.

1.13. **“Effective Date”** shall mean thirty (30) days from the date on which the settlement has finally been approved by the Court, and/or the date on which any appeals from final approval are resolved, whichever is later.

1.14. **“Final Approval Hearing”** shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment approving the settlement confirmed in this Settlement Agreement.

1.15. **“Notice Date”** shall mean the date upon which Class Notice is mailed to known Class Members in accordance with the terms herein.

1.16. **“Objection Date”** shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

1.17. **“Opt-Out Deadline”** shall mean the date agreed upon by the Plaintiff and Defendant or otherwise ordered by the Court by which any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt-out.

1.18. **“Opt-Out List”** shall mean a written list prepared by the Settlement Administrator of the names of all Settlement Class Members who submit timely Requests for Exclusion or Opt-Out Notices.

1.19. **“Opt-Out Notice”** or an Opt-Out Form shall mean a Request for Exclusion from the Settlement Class by a Settlement Class Member.

1.20. **“Costs of Claims Administration”** shall mean all actual costs associated with or arising from Claims Administration.

1.21. **“Final Order”** or **“Final Judgment”** means the termination of the Action after the occurrence of both of the following events:

1.21.1. This Class Action Settlement Agreement is approved by the Court;

and

1.21.2. An order and final judgment of dismissal with prejudice is entered by the Court with regard to the Class Plaintiff and all of the Settlement Class members who do not opt out as provided in Mo.R.Civ.P. 52.08 and the time for the filing of any appeals has expired or, if there are appeals, approval of the settlement and judgment has been affirmed in all respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

1.22. **“Parties”** shall mean the Plaintiff Marlo Lampkin, all Settlement Class Members who do not opt-out of the settlement, and Defendant City of Jennings.

1.23. **“Preliminary Approval Order”** shall mean the order of the Court preliminarily approving this Settlement Agreement.

1.24. **“Warrant Fee” or “Fee”** refers to a “warrant fee” charged by the City of Jennings to issue a warrant in a municipal court case.

1.25. **“Release”** shall mean the release described in Section 14 herein.

1.26. **“Released Claims”** shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members who do not opt-out of this settlement (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assignees) that are released from bringing any claim or cause of action by the Release described in Section 14 herein.

1.27. **“Released Parties”** shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section 14 herein.

1.28. **“Request for Exclusion”** shall mean any request by any Settlement Class Member for exclusion from the Class in compliance with Section 17 herein.

1.29. **“Settlement Class”** means the class defined in this Agreement, which the Settling Parties have agreed herein to seek to have certified by the Court solely for purposes of this Settlement Agreement, and their heirs, agents, executors, administrators, successors, and assigns.

1.30. **“Settlement Class Members”** shall mean all persons in the Class who do not exclude themselves pursuant to Section 17 herein and those who make a claim to receive a partial cash refund of any Warrant Fee.

1.31. **“Settlement”** shall mean the agreement by the Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized and agreed upon in this Settlement Agreement.

1.32. **“Settlement Class Counsel”** or **“Class Counsel”** means Campbell Law LLC, including John E. Campbell and Erich Vieth.

1.33. **“Settlement Fund”** shall mean a fund or funds, governed by terms to be agreed upon between Class Counsel and Defendant’s Counsel which shall be reserved specifically for this case and be deposited in an account at Wells Fargo Bank opened by the Settlement Administrator within seven (7) days from entry of the Final Judgment. Defendant shall provide documentation verifying that the Settlement Fund is available for distribution to the Settlement Class Members, has been specifically reserved for the sole purpose of this case, and will not be utilized for any other payments or purposes.

1.34. **“Settling Parties”** means the Class Plaintiff, all Settlement Class members who file a claim for a partial refund of Warrant Fees paid to the City of Jennings, and all Settlement Class Members who do not file a request to be excluded from the Settlement Class.

TERMS AND CONDITIONS OF SETTLEMENT

2. **Plaintiff's Allegations.** The Class Plaintiff has brought the Action as a class action under Mo.R.Civ.P. 52.08. He alleges, among other things, that City charged a warrant fee in violation of Missouri Revised Statute § 488.005 et seq.

3. **Denial of Liability.** Defendant City of Jennings believes that the Class Plaintiff's factual and legal allegations in the Action are incorrect and specifically denies all liability to the Class Plaintiff and the Settlement Class.

4. **Negotiations.** Settlement negotiations have taken place between Class Counsel and counsel for the City. An agreement on all material terms was reached on July 21, 2016. This Settlement Agreement, subject to the approval of the Court, contains all the terms of the settlement between the Defendant and the Class Plaintiff individually and on behalf of the Settlement Class.

5. **Benefit to the Class Plaintiff and Settlement Class.** The Class Plaintiff and Class Counsel have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the Class Plaintiff's best interests and in the best interests of the Settlement Class to enter into this Settlement Agreement to avoid the uncertainties of litigation and to assure a benefit to the Class Plaintiff and all members of the Settlement Class. The Class Plaintiff and Settlement Class Counsel consider this Settlement Agreement to be fair, reasonable, and adequate and in the best interests of the members of the Settlement Class.

6. **No Admission of Liability.** By entering into this Agreement, the Settling Parties agree that Defendant City of Jennings is not admitting any liability to the Class Plaintiff, the Settlement Class, or any other person or entity. No portion of this Agreement may be admitted into evidence in any action, except as required to enforce this Agreement and/or to cease or enjoin other litigation.

7. **Settlement Class Definition.** The Settlement Class is defined as follows:

All Missouri citizens who paid any Warrant Fee to the City of Jennings on or after December 8, 2009.

8. **The City of Jennings' Obligations.** Defendant City of Jennings shall provide the following benefits:

8.1. **Partial Cash Refund.** Approximately **6,863** people paid a Warrant Fee to the City of Jennings during the Class Period. The City of Jennings will create a Settlement Fund of \$412,500.00 to pay partial refunds to Settlement Class Members, to pay attorney fees of \$137,500.00, and to pay an incentive payment of \$1,200.00 to Plaintiff Marlo Lampkin for his work as the Class Representative if the settlement is approved by the Court. To each Settlement Class Member who has paid one or more \$35.00 Warrant Fees to the City of Jennings during the Class Period, the City of Jennings will pay to each Settlement Class Member a partial refund of the fee or fees paid not to exceed 75% of the total fees paid by a Settlement Class Member, but only if the Settlement Class Member timely files a claim for refund with the Claims Administrator. The exact amount of the refund will depend on the number of Class Members making claims. The amount of the fund available for refunds to Settlement Class Members who submit a valid claim to the Claims Administrator will be \$412,500.00 less attorney fees of \$137,500.00 and less a \$1,200.00 incentive payment paid to Marlo Lampkin equaling \$273,800.00. Settlement Class Members making claims for refunds will receive their refund out of the net amount of \$273,800.00 remaining in the Settlement Fund after the payment of attorney fees and the incentive award. If all claims that are timely made can be paid in an amount not to exceed 75% of the total Warrant Fee paid by a Settlement Class Member out of the \$273,800.00, the remaining funds in the Settlement Fund will revert to the City of Jennings. To the extent the aggregate claims for refunds in an amount not to exceed 75% of the total fees paid by a

Settlement Class Member from the Settlement Fund exceeds \$273,800.00, the amount of each refund will be reduced pro rata, and paid at a reduced rate such that the \$273,800.00 is exhausted. In no circumstance will the City of Jennings pay more than \$273,800.00 for the totality of the timely filed claims by Settlement Class Members for refunds. In this opt-in settlement, the potential cash value of the refunds to the Settlement Class Members is \$273,800.00. If any settlement checks that are issued to Settlement Class Members are not cashed within 90 days, the money remaining in the Settlement Fund will revert to the City of Jennings.

8.2. **Review.** City agrees to a review of all fees charged by the municipal court within six months of final judgment and order approving the settlement and to provide a report of the results of the review to Class Counsel. The review shall be conducted by competent counsel and shall consider whether fees violate § 488.005 R.S.Mo., et seq. and whether the fees violate any other applicable laws. Appropriate recommendations by the City will follow to appropriate parties.

8.3. **Cessation.** The City of Jennings agrees to not charge any Warrant Fee in the future unless state law authorizes the City of Jennings to charge a Warrant Fee. Based on the aggregate amount of warrant fees that Jennings charged in 2013 and 2014, Plaintiff and the City estimate the total value of this injunctive relief at approximately **\$850,000.00** from the time this suit was filed from December, 2014 (at which time the City of Jennings ceased charging the fee) until July, 2021 (five years from the date of the Preliminary Approval Order approving the settlement). That is the amount the City of Jennings was likely to collect during that time period had the Warrant Fee continued. Further, City agrees to forgive any Warrant Fee charged to any person prior to the date of the Preliminary Approval Order approving the settlement entered by the Circuit Court of St. Louis County in the Action, but not paid.

8.4. **Distribution of and Terms Applicable to Benefits.** After the Final Approval Hearing and the entry of a Final Order and Judgment approving the settlement, the Claim Administrator shall send checks to each Class Member who submits a valid claim within twenty-one (21) days of the Effective Date. If after 90 days a check remains uncashed and money remains in what is left of the Settlement Fund, the remainder of the money in the Settlement Fund shall revert to the City of Jennings.

9. **Cessation of Litigation Activity.** Class Plaintiff and Class Counsel agree not to initiate any new litigation against City of Jennings relating to the payment of Warrant Fees during the approval process of this Agreement. Immediately upon execution of this Agreement, Class Plaintiff, Class Counsel, and City of Jennings agree to cease all litigation activity in the Action (other than any activity to implement this Settlement Agreement), and to request the Court to stay all motions or other pretrial matters and to continue any hearing or trial settings until each of the conditions precedent to the Settling Parties' obligations to proceed to consummate the settlement provided for herein has been satisfied or waived.

10. **Class Certification for Settlement Purposes Only.** If the settlement provided for herein is not approved by the Court in complete accordance with the terms of this Agreement and does not become subject to a Final Order and Judgment Approving the Settlement following preliminary approval, no class will be deemed certified by or as a result of this Agreement.

11. **Class Notification.** If, after the initial mailing, any Class Notices are returned as undeliverable, the Settlement Administrator will make reasonable efforts to attempt to locate the relevant Settlement Class Members by way of national locator database or contacting the City of Jennings to find a potential new address. In the event a new address is located, the Settlement Administrator will ensure another Class Notice and Claim Form is mailed to the new address.

12. Application for Attorneys' Fees and Class Representative Compensation.

The City of Jennings has agreed to pay Class Counsel attorney fees as requested by Class Counsel in the amount of \$137,500.00, which amounts to less than 11% of the total benefit to the Class (approximately \$1,262,500.00). The City of Jennings has also agreed as requested by the Plaintiff to pay Plaintiff Marlo Lampkin the sum of \$1,200.00 as an incentive award for his work as Class Representative. Class Counsel has waived the right to recover expenses and costs, agreeing to deduct those from their fees, rather than from the Class' recovery. The attorney fees and incentive award will be paid out of the Settlement Fund of \$412,500.00 created by the City of Jennings if this settlement, the attorney fees requested by Class Counsel, and the incentive award requested by the Class Representative are approved by the Court. The City of Jennings will pay the attorney fees and the incentive award within thirty (30) days of the Effective Date.

13. Dismissal With Prejudice. Upon the final approval of this Agreement by the Court and the resolution of all appeals, Class Plaintiff and Class Counsel shall stipulate to the dismissal of the Action with prejudice with each Party to be responsible for and pay their own costs and attorney fees.

14. Release of Defendant City of Jennings, Dismissal of Action, and Jurisdiction of Court.

14.1. By this Settlement Agreement and specifically as provided in this Paragraph, Defendant, and all of its respective affiliates, predecessors, operating units, related corporations, successors and assigns, officers, agents, representatives, insurers, and all of their past, present, and future employees, supervisors, officers, directors, shareholders, agents, elected and appointed officials, municipal administrators, municipal judges, municipal prosecutors, attorneys, insurers, and any person or entity which can be held jointly and severally liable with any of them ("Released Parties"), are released from any and all claims, causes of action,

liabilities, demands, and causes of action, fixed or contingent, that were, could have been, or should have been asserted by the Plaintiff or any member of the Class against the Released Parties based upon or related in any way to the payment of Warrant Fees to the City of Jennings and the City of Jennings charging Warrant Fees that are the subject of the Action and for any claim asserted, or that could have been asserted in the Action and the Class Action Petition in Cause No. 14SL-CC04207, arising out of the payment of Warrant Fees to the City of Jennings and the City of Jennings charging Warrant Fees (“Released Claims”).

14.2. This Settlement Agreement and the Release in Section 14.1 does not affect the rights of Settlement Class Members who timely and properly exclude themselves from the Settlement.

14.3. The administration and implementation of the Settlement as exemplified in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that have been released pursuant to the Settlement Agreement.

14.4. The Release in Section 14.1 shall be in effect and binding upon Settlement Class Members who do not opt-out of the settlement as provided in this Class Action Settlement Agreement.

14.5. Upon the Effective Date and the conclusion of any appeals:

14.5.1. The Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members;

14.5.2. The Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors, or assigns except as set forth herein; and

14.5.3. Settlement Class Members and their successors, predecessors, and assigns who do not opt-out of the settlement shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

15. **Administration and Cost of Settlement.** Any and all administrative expenses, such as costs of settlement administration, mailing of Class Notice and Claim Forms to Class Members, providing adequate notification of Class Notice and Claim Form by way of mail, website, or other media, other administrative costs and the attorneys' fees and litigation expenses of Jennings will not be deducted from the Settlement Fund, but instead shall be paid by the City of Jennings through personal funds outside of the Settlement Fund.

16. **Notice of Settlement.**

16.1. Constitutional due process requires that absent settlement class members be provided the best notice practicable, reasonably calculated to apprise them of the pendency of the action and affording them the opportunity to object. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985); Fed.R.Civ.P. 23(c)(2)(B). The mechanics of the notice process, however, "are left to the discretion of the court subject only to the broad 'reasonableness' standard imposed by due process." *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975).

16.2. **Responsibilities of the Settlement Administrator.**

16.2.1. The Parties shall appoint Dahl Administration, LLC to serve as the Settlement Administrator who will fulfill various duties described more in detail

below including implementing the terms set out in this Settlement Agreement and the Notice Program.

16.2.2. The Settlement Administrator shall be responsible for: mailing Class Notice to every Settlement Class Member, mailing a Claim Form to every Settlement Class Member, posting the Class Notice in the Jennings Municipal Court and Jennings City Hall, providing access to copies of Claim Forms in the Jennings Municipal Court and Jennings City Hall, uploading the Class Notice and Claim Forms to the World Wide Web by means of a website managed by the Settlement Administrator, distributing notice through publications in the *St. Louis American* on at least one (1) day per week for three (3) consecutive weeks commencing on the Notice Date, distributing payments to the Settlement Class Members, and otherwise administering the Notice Program. The Settlement Administrator will maintain an appropriate insurance policy to protect against any violation of its fiduciary duty to the Court, Settlement Class Members, Class Counsel, and Defendant's Counsel. The Notice Program shall comply with all requirements of applicable law.

16.2.3. The Settlement Administrator will provide information about the Settlement to Settlement Class Members, including notice and claims documents, court documents, and a copy of the Settlement Agreement on a settlement website.

16.3. **Notice.** Beginning no later than twenty-one (21) days from the date of the Preliminary Order Approving Settlement ("Notice Date"), the Settlement Administrator shall initiate the Notice Program. No later than this date, the Settlement Administrator will (1) mail out direct mail notices to Class Members as provided in 16.4, (2) activate website notice

described in 16.5., and (3) initiate the additional notice described in Section 16.6. By this same date, the Settlement Administrator will also arrange for notice to be published in the *St. Louis American* at least one (1) day a week for three (3) consecutive weeks (See Section 1.5). Such Notice Program will be completed with immediacy in accordance with the terms of the Settlement Agreement. Prior to the Final Approval Hearing, Plaintiffs and/or the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this section.

16.4. Notice will be provided to the Settlement Class by direct mailing of Class Notice and a Claim Form to all potential Settlement Class Members at their last known or readily ascertainable address. Defendant shall provide the summary of the State of Missouri REJIS Report and McCombs Report about the payment of Warrant Fees to the City of Jennings to the Settlement Administrator in order to commence the Notice Program. This written notice will include the URL of the website run by the Settlement Administrator described in Section 16.5.

16.5. Class Notice, Claim Forms, this Settlement Agreement and the Motion for preliminary approval of this settlement will be uploaded to the World Wide Web by means of a website to be managed by the Settlement Administrator. See Section 16.2.2 of this Settlement Agreement. This same website will also provide members of the class the means to electronically file their claims at the website. Additional notice of this settlement, including the URL of the website maintained by the Settlement Administrator, shall also be posted on the internet on the website of the City of Jennings.

16.6. Additional notice, including the URL of the website maintained by the Settlement Administrator, will be provided to the Settlement Class Members by way of posting the Class Notice and Claim Form at the Jennings Municipal Court and Jennings City Hall.

16.7. The Settlement Administrator shall also provide a copy of the Class Notice and Claim Form to any person who inquires through means of written communication, by way of the toll-free telephone number established by the Settlement Administrator, and by way of e-mail communication also established by the Settlement Administrator. The Settlement Administrator will further upload downloadable and printable copies of Notices, Claim Forms, court decisions, the Settlement Agreement, and information for Settlement Class Members through the Settlement Website at a mutually agreed upon address.

16.8. If, after the initial mailing, any Class Notices are returned as undeliverable, the Settlement Administrator will make reasonable efforts to attempt to locate the relevant Settlement Class Members by way of national locator database or contacting the City of Jennings to find a potential new address. In the event a new address is located, the Settlement Administrator will ensure another Class Notice and Claim Form is mailed to the new address.

16.9. Prior to the Final Approval Hearing, the Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and Defendant's Counsel, recounting all actions taken to provide Notice of the Settlement. The Settlement Administrator will further provide an affidavit recounting any and all activity on the Settlement Website, including number of visitors and number of documents downloaded, and any and all activity through correspondence of e-mail or the toll-free telephone number between the Settlement Administrator and the potential Settlement Class Members.

16.10. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed upon by the Parties, which shall provide that the names, addresses and other information about specific Settlement Class Members and/or specific Settlement Class Members that is provided to it by Defendant, Class

Counsel, or by individual Settlement Class Members, shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

16.11. Paper Claim Forms must be postmarked on or before the 45th day from the Notice Date in order to be considered timely submitted, however, Claim Forms postmarked after this date shall be accepted by the Parties if received before the Final Approval Hearing and submitted in good faith within twenty (20) days after the 45th day from the Notice Date. Claims submitted electronically through the Settlement Administrator maintained website must be submitted on or before the 45th day from the Notice Date in order to be considered timely submitted.

16.12. If information on a submitted Claim Form is insufficient, unreadable, incomplete, or left blank, the Settlement Administrator shall contact the person who submitted the Claim Form and aid the person in completing the information.

16.13. Defendant shall have the right to challenge the submitted Claim Forms as not meeting the Class definition.

16.14. The Settlement Administrator shall have final authority to determine whether individuals who have submitted Claims Forms qualify as Settlement Class Members.

17. Request for Exclusion by Settlement Class Members (Opt-Out of the Settlement).

17.1. The provisions of this paragraph shall apply to any Request for Exclusion. Any Settlement Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator, to be postmarked no later than forty-five (45) days ("Opt-Out Deadline") from the Notice Date. Any Request for Exclusion shall include the name, address, and telephone number of the person requesting exclusion and include a clear statement indicating that person chooses to be excluded from the Settlement, does not wish be a

Settlement Class Member and chooses to be excluded from any judgment entered pursuant to the Settlement.

17.2. Any Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

17.3. Not later than seven (7) business days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendant's Counsel together with copies of each Request for Exclusion. Class Counsel and Defendant's Counsel shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

17.4. Class Counsel agrees that they will not represent any individual who opts out from the Settlement in asserting claims against the Defendant that are the subject of this Agreement and the Action.

18. Objections by Settlement Class Members and Notice of Intent to Appear.

18.1. Any Settlement Class Member who wishes to object to this settlement and/or who wishes to be heard orally at the Final Approval Hearing must file with the Court (and serve copies on Class Counsel and Defense Counsel) a written Notice of Objection by the Objection Date and file a claim as described herein. Any Objection must be postmarked no later than forty-five (45) days from the Notice Date. Such Objection shall be in writing, verified by sworn affidavit, and state the name, address and telephone number of the individual making the Objection, as well as a detailed statement of each objection asserted, including the legal and factual grounds for objection and reasons for appearing and being heard, and attach any documents the individual wishes to be considered in support of the objection.

18.2. No objecting Class Member will be permitted to appear and object at the Final Approval Hearing unless he or she has timely filed the Objection with the Court and served a written objection, has timely filed a claim for a partial refund of Warrant Fees paid, and filed a Notice of Intention to Appear with the Court. Settlement Class Members or their attorneys intending to make an appearance at the Final Approval Hearing must, no later than fifteen (15) days prior to the Final Approval Hearing, file with the Court and serve Class Counsel and Defendant's counsel with a Notice of Intention to Appear that (i) states how much time the Class Member and/or his/her attorney anticipates needing to present his or her objection, (ii) identifies by name, address, and telephone number the Settlement Class Member making the objection, and a summary of the testimony supporting the objection, (iii) identifies by name, address, and telephone number all witnesses the Settlement Class Member and/or his/her attorney intends to present testimony from, including a summary of the testimony, (iv) identifies all exhibits the Class Member and/or his/her attorney intends to offer in support of the objection(s) and attaches complete copies of all exhibits, and (v) contains the signature of the Settlement Class Member making the objection and a statement under penalty of perjury that the individual is a member of the Settlement Class, *i.e.* that the individual paid a Warrant Fee during the relevant time period.

18.3. Upon certification of the Settlement Class, the Settlement Administrator shall cause information regarding a Settlement Class Member's right to make an objection and instructions on how to make an objection to be mailed to each Certified Settlement Class Member. This information will include instructions for a Settlement Class Member to state an objection, their grounds for the objection, an option to request to be heard at the Final Approval Hearing if they so desire, and instructions regarding the objection process.

18.4. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of

justice and the orderly presentation of any Settlement Class Members' Objections to the Settlement Agreement, in accordance with such Settlement Class Members' due process rights. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection or request to be heard, with the Clerk of the Court. Upon such filing, the Clerk of the Court shall provide notice of objection or request to be heard, including all papers or evidence in support thereof, upon the Class Counsel and Defendant's Counsel. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their Objections with the Clerk of the Court shall not be heard during the Final Approval Hearing, nor shall the Court consider their Objections and the Objections will be considered waived.

18.5. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Judgment, even though appeal will delay the distribution of the Settlement to the Settlement Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such an appeal.

19. **Court Submission.** Settlement Class Counsel and counsel for the City will submit this Agreement, along with a Joint Motion for Preliminary Approval of the Settlement and such other supporting papers as may be appropriate, to the Court for preliminary approval of this Agreement pursuant to Mo.R.Civ.P. 52.08. If the Court declines to grant preliminary approval of this Settlement Agreement or if the Court declines to grant final approval of the settlement after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Settlement Agreement will not be approved.

20. **Final Judgment.** The Settling Parties agree that the settlement provided herein is expressly conditioned upon dismissal with prejudice of the Action and entry of a Final Order and Judgment.

21. **Integration Clause.** This Settlement Agreement contains a full, complete, and integrated statement of each and every term and provision agreed to by and among the Settling Parties and supersedes any prior writings or agreements (written or oral) between or among the Settling Parties, which prior agreements may no longer be relied upon for any purpose. This Settlement Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Settling Parties supported by acknowledged written consideration.

22. **Governing Law.** To the extent not governed by the Missouri Rules of Civil Procedure, the contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Missouri.

23. **Mutual Interpretation.** The Settling Parties agree and stipulate that this Agreement was negotiated on an “arms-length” basis between parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and counsel for City of Jennings. Accordingly, this Agreement shall be neutral and no ambiguity shall be construed in favor of or against any of the Settling Parties.

24. **Notice.** Whenever any written notice is required by the terms of this Agreement, it shall be deemed effective on the delivered date, service to be by First Class Mail addressed as follows:

If to the Class Plaintiff or Settlement Class, to:

CAMPBELL LAW LLC
John E. Campbell, Esq.
Erich Vieth, Esq.
20 South Sarah Street
St. Louis, MO 63108-2819

If to City of Jennings:

PAULE, CAMAZINE & BLUMENTHAL, P.C.

D. Keith Henson, Esq.

165 North Meramec Ave., Suite 110

Clayton, MO 63105-3772

25. **Counterpart Execution.** This Agreement may be executed in any number of counterparts and will be binding when it has been executed and delivered by the last signatory hereto to execute a counterpart. A facsimile signature shall be deemed to constitute an original signature for purposes of this Agreement.

26. **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the Settling Parties hereof and their representatives, heirs, successors, and assigns.

27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Settling Parties and their counsel mutually elect by written stipulation to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

28. **Continuing Jurisdiction.** Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action and the Settling Parties, including all members of the Settlement Class, the administration and enforcement of the settlement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Settlement Agreement, the order preliminarily approving the settlement, and the Final Judgment and hearing and determining an application by Settlement Class Counsel for an award of attorney fees and Class Representative compensation. Any dispute or controversies arising with respect to the

interpretation, enforcement, or implementation of the Settlement shall be presented by motion to the Court.

29. Representations, Warranties and Covenants from Jennings.

29.1. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute deliver, and perform this Settlement Agreement and to perform all of the transactions contemplated hereby. This Settlement Agreement has been validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

29.2. Defendant, through their undersigned attorney, represents and warrants that they have the authority to execute, deliver, and perform this Settlement Agreement and to perform all of this Settlement Agreement and performance by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on part of Defendant. This Settlement Agreement has been validly executed and delivered by Defendant and its counsel and constitutes their legal, valid, and binding obligation.

30. Miscellaneous Provisions.

30.1. This Settlement Agreement, and the exhibits and related documents hereto, are not, and shall not at any time be construed or be deemed to be, or to evidence, any admission against or concession by Defendant with respect to any wrongdoing, fault, or admission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Any payment of monies on behalf of the Defendant, or any other action taken, by the Defendant pursuant to any provision of this Settlement Agreement, shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendant with respect to any wrongdoing, fault, or admission of any kind whatsoever, regardless of

whether or not this Settlement Agreement results in the entry of a Final Judgment as contemplated herein. Defendant denies any liability to Plaintiff and to all members of the Settlement Class for any claim described in the Settlement Agreement and in the Action. This provision shall survive the expiration or voiding of the Settlement Agreement.

30.2. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Effective Date does not occur for any reason or the Final Judgment is not entered, then this Settlement Agreement, including any Releases or dismissals hereunder, is cancelled. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action or any other litigation, and all Parties shall be restored to their prior positions as if the settlement had never occurred and the Settlement Agreement had not been entered into.

30.3. The heading of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its interpretation.

30.4. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear its own costs of the Action.

30.5. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable time extensions that may be necessary to fully implement any of the provisions of this Settlement Agreement.

The undersigned parties have executed this Agreement as of the date first above written.

Dated: _____

Marlo Lampkin

Dated: _____

Erich Vieth, MO29850
CAMPBELL LAW LLC
20 South Sarah Street
St. Louis, MO 63108-2819
Telephone: (314) 588-8101
Facsimile: (314) 588-9188
erich@campbelllawllc.com

Dated: _____

Michael-John Voss, #61742
ArchCity Defenders
812 North Collins Alley, Laclede's Landing
St. Louis, MO 63102-2112
Telephone: (855) 724-2489
Facsimile: (314) 621-8071
mjvoss@archcitydefenders.org

Dated: _____

John J. Ammann, #34308
Brendan Roediger, #605585
Saint Louis University School of Law
100 North Tucker Blvd., Suite 704
St. Louis, MO 63101-1930
Telephone: (314) 977-2778
Facsimile: (314) 977-1180
ammannjj@slu.edu
broedige@slu.edu
Attorneys for Plaintiffs and the Class

Dated: _____

Francine Dugger, *Mayor Pro-Tem of the City of
Jennings, Missouri*

Dated: _____

D. Keith Henson, #31988
Paule, Camazine & Blumenthal, P.C.
165 North Meramec Ave., Suite 110
Clayton, MO 63105-3772
Telephone: (314) 727-2266
Facsimile: (314) 727-2101
khenson@pcblawfirm.com
Attorney for Defendant The City of Jennings