

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

ROELIF CARTER, ON BEHALF OF)	
HIMSELF AND ALL OTHERS)	
SIMILARLY SITUATED)	
)	
Plaintiff,)	
)	Cause No: 14SL-CC04195
vs.)	
)	Division 4
CITY OF FERGUSON,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement (the “Settlement Agreement”) dated as of March 16, 2020, is entered into, in consideration of good and valuable consideration and subject to final Court approval, by and between Roelif Carter (the “Class Representative” or “Plaintiff”), on behalf of himself and the Class Members as defined herein, with the assistance and approval of Class Counsel, on the one hand, and the City of Ferguson, (“the City” or “Defendant”) (both parties are collectively referred to hereinafter as “Settling Parties”), with the assistance of its counsel of record in the Litigation, on the other hand, that, as among the Settling Parties, including all Class Members, the Litigation and the Released Claims shall be fully and finally compromised, settled and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties upon the terms and conditions as set forth herein.

WHEREAS, Plaintiff Roelif Carter commenced a lawsuit styled *Roelif v. City of Ferguson*, Case No. 14SL-CC04195 pending in the Circuit Court of St. Louis

County (hereinafter referred to as “the Lawsuit”) alleging that certain Warrant Fees and Failure to Appear Fees charged by the City were unauthorized;

WHEREAS, the Court has certified the Class in the Lawsuit, which Class is defined as follows:

- a. All Missouri citizens who paid a failure to appear fee to Defendant on or after December 8, 2009;
- b. All Missouri citizens who were assessed a failure to appear fee on or after December 8, 2009 and now owe the fee;
- c. All Missouri citizens who paid a warrant fee to Defendant on or after December 8, 2009, and
- d. All Missouri citizens who were assessed a warrant fee on or after December 8, 2009 and now owe the fee.

WHEREAS, Plaintiff is an individual who fairly and adequately represents the interests of members of the Class who have paid Warrant Fees and Failure to Appear Fees to the City;

WHEREAS, the City denies each of the allegations in the above-referenced lawsuit 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, the Settling Parties have engaged in arms-length settlement negotiations, and Class Counsel represent that they have otherwise conducted a thorough study and investigation of the law and the facts relating to the claims

and have concluded, taking into account the benefits that Class Representative and the Class Members will receive as a result of this Settlement Agreement and the risks and delays of further litigation, that this Settlement Agreement is fair, reasonable and adequate and in the best interests of Class Representative and the Class; and

WHEREAS, Plaintiff, on behalf of the Class, and the City 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 and the Class claims or the facts alleged in the above-referenced lawsuit, without the City having admitted any liability to Plaintiff or the Class, or admitting that if this litigation continued, Plaintiff and the Class would prevail.

NOW THEREFORE, intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth in this Settlement Agreement, the Settling Parties agree, in consideration of the promises set forth herein and subject to the approval of the Court, that the Lawsuit and the Released Claims against any Releasees (as defined below) are fully and finally compromised, settled and released, and that the Litigation shall be dismissed with prejudice as follows:

1. Conditional Nature of Settlement Agreement. This Settlement Agreement, including all associated exhibits and attachments, is made for the

sole purpose of attempting to consummate settlement of this action on a class-wide basis. The Settlement Agreement is made in compromise of disputed claims. The Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Lawsuit and the Released Claims. This Settlement Agreement covers any and all claims by Roelif Carter and the Class based on the City's charging of Warrant Fees and Failure to Appear Fees

2. Effect of Disapproval. In the event that the Court does not execute and file the Order Granting Final Approval of Settlement, or in the event that the associated Judgment does not become Final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever (except regarding the return of funds as indicated in this Settlement Agreement), it shall not be referred to or utilized for any purpose whatsoever, and any negotiations, terms and execution of the Settlement Agreement shall be protected as settlement discussions, negotiations and communications as provided for under state law.

3. Denial of Liability; No Admissions. The City denies liability for any and all of the claims as to liability, damages, penalties, interest, fees, restitution and all other forms of relief as well as the class action allegations asserted in the Litigation. Neither this Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations connected with it, shall be

construed as an admission or concession by the City of any legal violations, any legal requirement or any failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the City or any City Releasees or to establish any condition constituting a violation of or non-compliance with federal, state, local or other applicable law, or the propriety of class certification in any proceeding or action. The City has agreed to resolve this Litigation through this Settlement Agreement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the City does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Lawsuit upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The City expressly reserves all rights and defenses as to any claims and does not waive any such rights or defenses in the event that the Settlement Agreement is not approved for any reason. The Class Representative and Class Counsel agree that the City and the City Releasees retain and reserve these rights and agree not to take a position to the contrary; specifically the Class Representative and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that the City could not contest class

certification on any grounds if this Litigation were to proceed.

4. Definitions.

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

4.1. The “**Lawsuit**” means the lawsuit styled *Roelif Carter v. City of Ferguson*, Case No. 14SL-CC04195, pending in the Circuit Court of St. Louis County.

4.2. “**Claims**” shall mean all potential claims regarding the payment of Fees (as defined below) to the City.

4.3. “**Claims Administration**” shall mean the distribution of payment and correspondence and communication with the Class Members (as defined below) and counsel for the Defendant.

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

4.5. “**Claims Period**” shall mean the time period during which claims may be made by 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 day or a federal holiday.

4.6. “Class Members” shall mean all individuals identified on the spread sheets attached hereto as Exhibits A and B, together with such individuals, heirs, legal representatives, administrators, successors, assigns, trustees, agents, and attorneys, excluding the one putative class member who has opted out of the Class. All such individuals were previously sent the Original Class Notice and, for purposes of administering this settlement, the Claims Administrator shall use the same mailing addresses as used for the Original Class Notice, along with any updated information obtained by the Class Administrator during the Original Class Notice mailing period.

4.7. “Class Notice” refers to direct mail notice of a *Notice of Pendency of Class Action, Proposed Settlement and Hearing*, a website with additional information, a notice to be published in the *St. Louis American* at least one (1) day a week for three (3) consecutive weeks, and notice to be posted in the Ferguson Municipal Court and Ferguson City Hall. Upon receiving notice, Class Members who do not find the information they seek in the *Notice of Pendency of Action, Proposed Settlement and Hearing*, publication notice or the website, can contact the Settlement Administrator for additional help.

4.8. “Class Period” shall mean the time period from December 8, 2009 to the date the Preliminary Approval Order is entered by the Court. With regard to those entitled to forgiveness of a debt they owe to the City because a Fee was charged but not paid, the class period will be any time prior to the date

the Preliminary Approval Order is entered.

4.9. “Class Plaintiff” means the named Plaintiff in the Lawsuit, Roelif Carter. The Class Plaintiff filed the Lawsuit in his individual capacity and as representative of the Class Members as defined in this Agreement.

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

4.11. “Court” shall mean St. Louis County Circuit Court, the Honorable Joseph S. Dueker, or his duly appointed or designated successor.

4.12. “Defendant” or “the City” shall mean the City of Ferguson and shall include its divisions, agencies, and departments as well as its past, present and future Mayors, Council Members, Administrators, elected and appointed officials, employees, agents, municipal prosecutors, City Attorneys, municipal judges, insurers and attorneys.

4.13. “Defendant’s Counsel” shall mean William A. Hellmich, Hellmich, Hill & Retter, LLC, 1049 North Clay Avenue, Kirkwood, MO 63122 and Ronald A. Norwood, Lewis Rice, 600 Washington Avenue, Suite 2500, St. Louis, MO 63101.

4.14. “Effective Date” shall mean the date upon which 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. In the event that no appeal of the Final Judgment is filed, the Effective Date shall be the day the Final Judgment becomes final by operation of law, which is presumed to be forty-one (41) days from the date of the Final Judgment.

4.15. “Fee” or “Fees” shall mean any amounts denominated in any fashion as a “warrant” fee, and/or “failure to appear” fee paid to or charged by the City of Ferguson by a Class Member during the period from December 8, 2009 to the date the Order for Preliminary Approval is entered by the Court. All such amounts are set forth on Exhibits A and B. The terms Fee or Fees shall include (i.e. be reduced by) all credits noted on Exhibits A and B.

4.16. “Final Approval Hearing” shall mean the hearing at which the Court will consider and decide whether to enter a Judgment approving the settlement memorialized in this Settlement Agreement.

4.17. “Final Judgment” means the termination of the Lawsuit upon the entry of an Order and Judgment approving this Settlement at the Final Approval Hearing.

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

4.19. “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.

4.20. “Original Class Notice” shall mean the Court approved Class Notifications sent out to all individuals identified on Exhibits A and B on July 26, 2019.

4.21. “Parties” shall mean the Plaintiff Roelif Carter, all Settlement Class Members, and Defendant City of Ferguson.

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

4.23. “Released Claims” shall mean and include any and all claims or causes of action asserted in the Lawsuit by or on behalf of any and all Class Members (and their heirs, legal representatives, administrators, successors, assigns, trustees, agents, and attorneys) including, but not limited to, 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 the payment of warrant recall and failure to appear Fees to the City. This in no way releases any other claims currently pending and, as amended, in any court of law, against the Released Parties, based upon incarceration or imprisonment for failure to pay amounts other than warrant and failure to appear fees; including those claims asserted in *Fant et al., v. City of Ferguson*, 4:15-CV-00253, in the Eastern District of Missouri.

4.24. “Release” shall mean the release described in Section 6.1 herein.

4.25. “Released Parties” shall mean all persons or entities against whom Released Claims will be released pursuant to the terms of Section 6.1 of this Agreement and as further defined in such section.

4.26. “Settlement Class Counsel” or **“Class Counsel”** means Campbell Law LLC, including John E. Campbell and Alicia Campbell, as well as all other attorneys of record acting on behalf of the Class Members in the Lawsuit.

4.27. “Total Settlement Fund Value” is defined and calculated as follows: a) the total amount in failure to appear fees and warrant fees collected by Ferguson since 2009 is \$2,124,256.92; b) the terms of this agreement allow for the return of 80% of all monies collected, which amounts to \$1,699,405.54; c) when the total amount collected is averaged, it results in \$424,851.38 per year; d) Class Counsel estimates that, since the time this lawsuit was filed in 2014, and until 2022, Ferguson would have collected \$3,398,811.07 in fees had this lawsuit and agreement not been filed; and e) as a result, Class Counsel estimates that the total settlement value of this agreement is \$5,098,216.61.

4.28. “Settlement Fund” shall mean a fund in the amount of \$600,000.00, which shall be reserved specifically for this case and be deposited in a bank account to be opened by the Settlement Administrator within seven (7)

days from entry of the Final Judgment. Notwithstanding this language, this fund is not representative of the total exposure of the City. The City agrees to pay all timely-filed, valid claims, even if that amount is in excess of the initial deposit described above. Further, the City agrees to forgive any Fees charged but not paid, to any person prior to the date of the Preliminary Approval Order, and a class member will not have to file a claims form in order to have any of those fees forgiven. The City shall provide documentation to Class Counsel verifying that the Settlement Fund is available for distribution to the Class Members, has been specifically reserved for the sole purpose of this case, and will not be utilized for any other payments or purpose.

4.29. “Settlement” shall mean the agreement by the Plaintiff, individually and on behalf of the Class, and Defendant to resolve the Lawsuit, the terms of which have been memorialized and agreed upon in this Settlement Agreement.

4.30. “Preliminary Approval Date” shall mean the date on which the Court enters the Preliminary Approval Order.

4.31. “Claim Form” shall mean the form, the language of which is to be agreed to by counsel for the Parties, that is to be completed and timely submitted by Class Members to recover payments from the Settlement Fund.

5. Agreed Settlement Structure.

5.1. Creation of Settlement Fund. Within (7) seven days of the

date of the Final Judgment, the City, with contributions from its insurer Allied World Specialty Insurance Company, shall create a Settlement Fund in the amount of \$600,000.00. Notwithstanding this language, this fund is not representative of the total exposure of the City. It agrees to pay all timely-filed, valid claims, even if that amount is in excess of the initial deposit described above. That fund will be used to pay all amounts required under this Settlement Agreement including, but not limited to: (a) Costs of Claim Administration; (b) Attorney's Fees of Class Counsel and any expenses incurred by Class Plaintiff; (c) the Incentive Payment to Class Plaintiff Roelif Carter; and, (d) partial refunds to eligible Class Members as described in paragraph 5.2 below. Payments of attorney fees, expenses and the incentive fee will be disbursed within ten (10) days of the Effective Date. All payments to the class will be mailed within fifteen (15) days of the Effective Date. Based on internal finances, insurance disputes, future liabilities, etc., and the uncertain financial future of the City, the City cannot, in a financially responsible way, fully fund the administrative settlement account in an amount sufficient to cover all potential claims by the Class at its outset; however, at this time, the City can and will deposit \$600,000 to the settlement account and guarantees that all timely, valid claims will be paid. Class payments are secured as described in this Settlement Agreement.

5.2. Refunds. In order to be eligible for a partial refund, Class Members must timely submit a valid Claim Form to the Class Administrator. The

Settlement Fund shall be used to pay partial refunds to Class Members who submit a valid and timely Claim according to the following formula: For each Class Member who has paid one or more Fee(s) to the City during the Class Period, such Class Member will be paid a partial refund of such Fee or Fees paid in the amount of 80% of the total Fees paid (which partial refund will be reduced by applicable credits attributable to any particular class member, hereinafter referred to as “applicable credits”) by such Class Member. If monies remain in the Settlement Fund after the payment of valid and timely Claims at the rate of 80% of the total Fees paid (including applicable credits) by such Class Members, all remaining funds will revert to the City and its insurer Allied World Specialty Insurance Company and be paid to them by the Settlement Administrator on a 50-50 basis.

5.3. Voluntary Injunction. The City agrees not to charge any Fees in the future for a period of three years from the date of Final Judgment unless state law authorizes the City to charge such Fees. Based on the aggregate amount of Fees that the City charged during the Class Period, Class Counsel estimates the total value of this injunctive relief at approximately \$3,398,811.07, calculated as the amount not collected since the filing of this lawsuit and that would have been collected over the next three (3) years had the imposition of Fees continued. Further, the City agrees to forgive any Fees charged to, but not paid by, any person prior to the date of the Preliminary Approval Order.

5.4. Distribution of and Terms Applicable to Benefits. The Settlement Administrator shall make all payments required hereunder and send checks to each Class Member who submits a valid claim within Fifteen (15) days of the Effective Date. If after forty-five (45) days a check remains uncashed and money remains in the Settlement Fund, the remainder of the money in the Settlement Fund shall revert to the City and Allied World Specialty Insurance Company and shall be paid to the City and Allied World Specialty Insurance Company by the Settlement Administrator on a 50-50 basis.

5.5. Cessation of Litigation Activity. Class Plaintiff and Class Counsel agree not to initiate any new litigation against the City relating to the payment of Fees during the approval process of this Settlement Agreement. Immediately upon execution of this Settlement Agreement, Class Plaintiff, Class Counsel, and the City agree to cease all litigation activity in the Lawsuit (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 Parties' obligations to proceed to consummate the settlement provided for herein has been satisfied or waived.

5.6. 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 Settlement Agreement and does not become

subject to a Final Judgment following preliminary approval, this Settlement Agreement shall be deemed null and void.

5.7. 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 Class Members by way of national locator database. 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.

5.8. Application for Attorneys' Fees and Class Representative Compensation. Class Counsel will apply to the Court for attorneys' fees in the amount of \$400,000, which are less than 8% of the total recovery for the Class, which is estimated by Class Counsel to be \$5,098,216.61. The City has agreed not to object to the attorneys' fees application submitted by Class Counsel, including any objection that the amount sought is not fair and reasonable, so long as the attorneys' fees sought do not exceed \$400,000 and that the attorneys' fees, if awarded by the Court, are to be paid from the Settlement Fund. As noted, the City further agrees to pay from the Settlement Fund (a) expenses in the amount of \$19,492.47; (b) the Class Plaintiff the sum of \$5,000.00 as an incentive award for his work as Class Representative; and (c) all Claims Administration expenses. The attorneys' fees, expenses, incentive award, and Claims Administration expenses will be paid out of the Settlement Fund created

by the City only if this Settlement Agreement is approved by the Court and after the Effective Date.

6. Release of Defendant City and Jurisdiction of Court.

6.1 Release. By this Settlement Agreement and specifically as provided in this Paragraph, Plaintiff and the Class Members agree that the City, and all of its respective affiliates, predecessors, operating units, related corporations, successors and assigns, officers, agents, representatives, insurers (including, but not limited to, Allied World Specialty Insurance Company), 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 the payment of warrant recall and failure to appear Fees to the City. This in no way releases any other claims currently pending and as amended, in any court of law, against the Released Parties, based upon incarceration or imprisonment for failure to pay amounts other than warrant and failure to appear fees; including those claims asserted in *Fant et al., v. City of Ferguson*, 4:15-CV-00253, in the Eastern District of

Missouri.

6.2. Court Jurisdiction Retained. The administration and implementation of the Settlement as memorialized 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 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 Class Members from prosecuting claims that have been released pursuant to the Settlement Agreement.

7. Upon the Effective Date:

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

8. Notice of Settlement and Responsibilities of the Settlement Administrator.

8.1. Settlement Administrator. The Parties shall appoint Atticus Administration, LLC to serve as the Settlement Administrator who will fulfill various duties described in more detail below including implementing the terms set out in this Settlement Agreement.

8.2. Settlement Notification. The Settlement Administrator shall be responsible for: mailing Class Notice and Claim Forms to every Class Member; posting the Class Notice in the Ferguson Municipal Court and Ferguson City

Hall; providing access to copies of Claim Forms in the Ferguson Municipal Court and Ferguson 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 Class Members who submit valid and timely claims; and otherwise administering this Settlement. (As noted above, such duties shall hereinafter be referred to as “Claims Administration”). The Settlement Administrator shall maintain an appropriate insurance policy, at its own expense, to protect against any violation of its fiduciary duty to the Court, Class Members, Class Counsel, Defendant or Defendant’s Counsel. The Claims Administration Program shall comply with all requirements of applicable law.

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

8.4. Notice. Beginning no later than ten (10) days from the date of the Preliminary Order Approving Settlement, the Settlement Administrator shall initiate the Claims Administration Program. No later than this date, the Settlement Administrator will (1) mail out direct mail notices to the Class Members as provided in Section 8.5, (2) activate website notice described in

Section 8.6; and (3) initiate the additional notice described in Section 8.7. 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. These procedures will be completed with immediacy in accordance with the terms of the Settlement Agreement. Prior to the Final Approval Hearing, Class Counsel shall cause the Settlement Administrator to serve and file a sworn statement attesting to compliance with the provisions of this section.

8.5. Notice Delivery. Notice will be provided to the Class Members by direct mailing of notice of settlement and a claim form to all Class Members at the address shown on Exhibits A and B, or an updated record in the Class Administrator's possession

8.6. Web Notice Access. Notice of Settlement, claim forms, this Settlement Agreement and the Order of 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. This same website will also provide Class Members the means to electronically file their claims at the website.

8.7. Additional Notices. Additional notice, including the URL of the website maintained by the Settlement Administrator, will be provided to the Class Members by way of posting the notice of Settlement at the Ferguson Municipal Court and Ferguson City Hall and making claim forms available at

such locations.

8.8. Other Forms of Notice. The Settlement Administrator shall also provide a copy of the notice of Settlement 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 Class Members through the Settlement Website at a mutually agreed upon address.

8.9. Undelivered Notice. 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 potential Class Members by way of national locator database. 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.

8.10. Settlement Administrator Affidavit. 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 Class Members.

8.11. Settlement Administrator Confidentiality. 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 Class Members shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

8.12. Timely Claims Submission. In order to participate in the Settlement, Class Members must submit to the Claims Administrator a valid and timely Claim. Paper Claim Forms must be postmarked on or before the 45th day from the Notice Date in order to be considered timely submitted. 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.

8.13. Incomplete Claim Form Submission. 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.

8.14. Challenges to Claims. The City shall have the right to challenge the submitted Claim Forms as not meeting the Class Member definition.

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

9. Objections by Class Members and Notice of Intent to Appear.

9.1. Objection Filing. Any 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 and file a claim as described above. Any Objection must be postmarked no later than twenty (20) 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

9.2. Hearing Participation Rights. 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 (with service on Class

Counsel and Defense Counsel), has timely filed a valid claim for a partial refund of Fees paid, and has filed a Notice of Intention to Appear with the Court. Class Members or their attorneys intending to make an appearance at the Final Approval Hearing must, no later than five (5) 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 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 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 Class Member making the objection and a statement under penalty of perjury that the individual is a Class Member, *i.e.* that the individual paid a Fee during the relevant time period.

9.3. Notification of Objection Rights. Upon entry of the Preliminary Approval Order, the Settlement Administrator shall cause information regarding a Class Member's right to make an objection and instructions on how to make an objection to be mailed to each Class Member.

This information will include instructions for a 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.

9.4. Filing of Objections. 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 Class Members' Objections to the Settlement Agreement, in accordance with such Class Members' due process rights. The Preliminary Approval Order and Notice of Settlement will require all 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.

9.5. Appeal Rights. In accordance with law, only 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 Class

Member who wishes to appeal the Final Judgment, even though appeal will delay the distribution of the Settlement to the non-objecting Class Members, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such an appeal.

10. Court Submission. Class Counsel and counsel for the City will submit this Settlement 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 Settlement 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 Settlement Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Settlement Agreement will not be approved.

11. Final Judgment. The Parties agree that the settlement provided herein is expressly conditioned upon the entry of a Final Judgment.

12. 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 Parties and supersedes any prior writings or agreements (written or oral) between or among the 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 Parties supported by acknowledged written consideration.

13. 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.

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

15. Notice. Whenever any written notice is required by the terms of this Settlement 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.
Alicia Campbell, Esq.
3407 S. Jefferson Avenue
St. Louis, MO 63118

If to City of Ferguson:

HELLMICH, HILL & RETTER, LLC
William A. Hellmich
1049 North Clay Avenue,
Kirkwood, Missouri 63122

LEWIS RICE, LLC
Ronald A. Norwood
600 Washington, Suite 2500
St. Louis, MO 63101

16. Counterpart Execution. This Settlement 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 Settlement Agreement.

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

18. Severability. In the event any one or more of the provisions contained in this Settlement 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 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 Settlement Agreement.

19. Continuing Jurisdiction. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Lawsuit and the Parties, including all Class Members, the administration and enforcement of the settlement, and the benefits to the Class Members 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 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 Agreement shall be presented by motion to the Court.

20. Representations, Warranties and Covenants from the City.

20.1. 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.

20.2. Defendant represents and warrants that it has 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 municipal governmental action on part of Defendant. This Settlement Agreement has been validly executed and delivered by Defendant and its counsel and constitutes its legal, valid, and binding obligation.

21. Miscellaneous Provisions.

21.1 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.

21.2. 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 Lawsuit 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.

21.3. 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.

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

21.5. 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 below written.

Dated: 3/23/2020



Alicia Campbell
Campbell Law LLC
3407 S. Jefferson Avenue
St. Louis MO 63118
Telephone: 314-588-8101
Facsimile: 314-588-9188

Dated: 3/23/2020

Michael John Voss
ArchCity Defenders, Inc.
440 N. 4th Street
Suite 390
St. Louis, MO 63102
Telephone: 314-361-8834

Dated: 3/23/2020

John J. Ammann
John J. Ammann
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

Dated: 3/23/2020

Roeliff Carter
Plaintiff Roeliff Carter

Dated: 3/23/2020

Jeffrey Blume
City of Ferguson
Jeffrey Blume, Interim City Manager

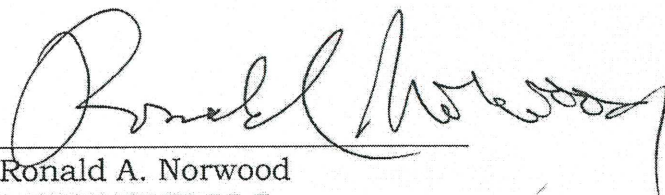
Dated: 3-20-20



William A. Hellmich
HELLMICH, HILL & RETTER, LLC

1049 North Clay Avenue,
Kirkwood, Missouri 63122
St. Louis MO 63144
Telephone: 314-646-1110
Facsimile: 314-646-1122

Dated: 3/19/2020



Ronald A. Norwood

LEWIS RICE LLC

600 Washington Avenue, Suite 2500
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Facsimile: (314) 612-7759