

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

ROELIF CARTER, on behalf of themselves
and all others similarly situated,

Plaintiffs,
vs.

CITY OF FERGUSON,

Defendant.

Case No. 14SL-CC004195
Div. 4

**ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

On March 24, 2020, this Court preliminarily approved the settlement of this class action litigation. At that time, the Court also approved the forms for notifying the Class of the settlement terms and set the matter for a final approval hearing for May 6, 2020 at 1 p.m.

At this time, the Court further finds and orders each of the following:

1. Notice in this case was completed by the administrator, Atticus Administration, a nationally known class-administration firm with significant experience. The Court recognizes and approves the content of the Affidavit provided by Atticus Administration regarding the notice.
2. The Court finds that there was one opt out and no objections to this settlement.
3. The Court finds that all aspects of Class Notice were accomplished in accordance with this Court's preliminary approval of this settlement.
4. This Court recognizes that this case constitutes complex litigation: it involved issues of first impression, sovereign immunity, statutory construction, the voluntary payment doctrine, and res judicata. Class Counsel worked diligently on the case and moved it towards settlement more quickly than would be expected. This was a result of aggressive, persistent

litigation. Further, the benefits to the Class are significant, representing a result that is better, in some regards, than could have been obtained through a judgment.

5. Here, the amount of attorney fees Ferguson has agreed to pay from the \$600,000 settlement fund provided for in the Settlement Agreement is \$400,000, which amounts to less than 8% of the total benefit to the Class (approximately \$5.9 million). This amount of fees does not value the fact that Warrant Fees and Failure to Appear Fees assessed, but not paid, will be entirely forgiven.

6. As a result, the total fees are fair. This case is complex: it involved issues of first impression, sovereign immunity, statutory construction, the voluntary payment doctrine, and *res judicata*. Class Counsel worked diligently on the case and moved it towards settlement more quickly than would be expected. This was a result of aggressive, persistent litigation. Further, the benefits to the Class are significant, representing a result that is better, in some regards, than could have been obtained through a judgment. Finally, attorneys' fees were negotiated at arms-length, and only *after* the Class' benefits were agreed upon.

7. Based on the above, the requested attorney's fees are extremely fair.

8. Mr. Carter will be paid \$5000 for his work in serving as Class Representative.

9. The expenses in this case, amounting to \$18,667.47, will be paid to the Class Counsel for costs advanced.

10. The Court hereby awards Attorneys' Fees, Administration Expenses, Expenses and Class Plaintiff Compensation as described above and also set forth in the Settlement Agreement. Having been apprised that there are 5,019 total valid claims to date, as the claims period is still open, for which repayment will be made to the Class Members. All other aspects of the Settlement Agreement shall remain unchanged and in force.

11. Further, this Court hereby:

- a. Finds that all things ordered by this Court in its order of preliminary approval have been accomplished.
- b. Finds that Class Counsel has fairly and adequately protected the interests of the Settlement Class; and
- c. Finds that all requirements of statutes, rules, and the Missouri and Federal Constitution necessary to effectuate this Agreement have been met and satisfied;
- d. Gives final approval to the Settlement Agreement as fair, reasonable, and adequate to the Class Members;
- e. Gives final approval to all terms of the Settlement Agreement and orders the Parties to comply with the terms of the Settlement Agreement;
- f. Approves Class Counsel's application for attorneys' fees and Class Representative compensation and orders the City of Ferguson to pay from the \$600,000 settlement fund provided for in the Settlement Agreement those attorneys' fees of \$400,000, \$18,667.47 in expenses to Class Counsel, and Class Representative compensation in the amount of \$5000 in accordance with terms of the Settlement Agreement.
- g. Recognizes that by entering into the Settlement Agreement, Defendant City of Ferguson has not admitted to any wrongdoing or liability on its part and denies the same, and the Court makes no finding that the City engaged in any wrongdoing or incurred any such liability. The Court recognizes that this Settlement Agreement between the Parties is a compromise of disputed claims.

- h. Orders that all members of the Settlement Class, their heirs, executors, administrators, successors, and assigns are bound by this Final Judgment.
- i. Reaffirms all aspects of this Court's earlier Order of Preliminary Approval as Final rulings.
- j. Orders that the City of Ferguson, 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 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.
- k. Orders all provisions entered into by the Parties as set forth in the Settlement Agreement.
- l. Enters final judgment regarding all aspects of this case set forth above.

m. Dismisses this case on the merits with prejudice and (except as provided for in this Order or in the Settlement Agreement) without costs to any party as against any other.

12. The Court recognizes that Class Counsel have done an admirable job of representing the interests of the Class. Likewise, the class representative represented the class fairly and adequately, giving up his time to secure relief that will benefit thousands of people. Final approval is therefore in the best interest of the Class. The Court also commends counsel for the City of Ferguson for providing excellent representation for their client.

13. The Court hereby enters this Final Judgment Regarding Class Action Settlement, which is binding upon all Class Members and which incorporates all the terms of the Settlement Agreement.

SO ORDERED:



Judge Division 4

May 06, 2020