

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

CHRISTINA REISE, <i>et al.</i> ,)	
Individually and on behalf of others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 4:23-cv-01335-SEP
)	
CITY OF CALVERTON PARK, <i>et al.</i> ,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement and Releases (“Settlement” or “Agreement”)¹, dated as of September 30, 2025, is entered into by Plaintiffs Christina Reise, Alan Miller, Sharon Jones, Jessica Smith, and Michael White, individually and on behalf of the Classes (collectively “Plaintiffs” and each a “Plaintiff”); and Defendants City of Calverton Park (the “City” or “Calverton Park”) and Sean Gibbons (“Gibbons”) (collectively “Defendants” and each a “Defendant”). The Parties hereby agree to the following terms in full settlement of the above-referenced Action, subject to Final Approval by the United States District Court for the Eastern District of Missouri.

I. RECITALS

1. On October 23, 2023, Plaintiffs filed a class action complaint captioned *Reise et al. v. City of Calverton Park et al.*, Case No. 4:23-cv-1335, in the United States District Court for the Eastern District of Missouri. Plaintiffs alleged that the City of Calverton Park, and its Code

¹ All capitalized terms herein have the meanings ascribed to them in Section II or various places in the Agreement.

Enforcement Officer Sean Gibbons, violated the United States Constitution in connection with policies and practices related to towing vehicles from private property. Specifically, Plaintiffs alleged that the Defendant City towed Plaintiffs' vehicles without notice or opportunity to be heard, in violation of Plaintiffs' Fourteenth Amendment procedural due process rights. Plaintiffs also alleged that the Special Tax Bills the City assessed following towings were excessive, in violation of the Eighth Amendment, and truly irrational in that they bore no relation to any expense associated with the tow, in violation of the Plaintiffs' substantive due process rights under the Fourteenth Amendment. Plaintiffs further alleged that Defendant Gibbons violated the Fourth and Fourteenth Amendments by seizing vehicles based on warrants that were insufficiently particular and that omitted material information about Defendants' lack of warning or notice to the vehicle owner. Doc. 001.

2. On February 16, 2024, Plaintiffs amended their Complaint to add a Fourteenth Amendment claim based on the substantive due process deprivations that resulted from the City's practice of towing vehicles that lacked current registration or license plates but otherwise presented neither safety nor health risk nor aesthetic concern.

3. Defendants have denied and continue to deny Plaintiffs' claims and allegations in the Action and Defendants deny any wrongdoing or liability of any kind to Plaintiffs or to any class member.

4. The Parties participated in a full-day mediation on June 26, 2025, with mediator Brad Winters, Esq. of JAMS. The Parties reached an agreement in principle to settle the Action, with the material terms memorialized in a Term Sheet dated June 26, 2025.

5. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims of the Releasing Parties (definitions below). The Parties intend this Agreement to bind Plaintiffs, Defendants, and all members of the Classes.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

6. “Action” means *Reise et al. v. City of Calverton Park*, No. 4:23-CV-1335 (E.D. Mo. Oct. 23, 2023).

7. “Claim Form” shall mean a form in substantially the same form as that attached hereto as **Exhibit 1**. Claim Form shall also include claims submitted by Class Members electronically through the Settlement Website.

8. “Claims Period” shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date until the date 120 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.

9. “Class Counsel” means:

ARCHCITY DEFENDERS, INC.
Maureen Hanlon
Brianna Coppersmith
Lee Camp
440 N. 4th Street, Suite 390
St. Louis, Missouri 63102

10. “Class Members” means all persons in the Tow Class, including the Recovered Vehicle and Non-Recovered Vehicle Subclasses, and Special Tax Bill Class.

11. “Class Period” means the period from September 25, 2018, through June 26, 2025.

12. “Class Representatives” means Christina Reise, Sharon Jones, Alan Miller, Jessica Smith, and Michael White.

13. “Classes” means the Tow Class, including the Recovered Vehicle and Non-Recovered Vehicle Subclasses, and the Special Tax Bill Class.

14. “Court” means the United States District Court for the Eastern District of Missouri.

15. “Defendants” means the City of Calverton Park and Sean Gibbons.

16. “Defendants’ Counsel” means:

HELLMICH, HILL & RETTER, LLC
William A. Hellmich
Blake D. Hill
Jason S. Retter
Michelle Stallings
1049 North Clay Avenue,
Kirkwood, Missouri 63122

17. “Effective Date” shall be the later of: (1) 10 days after the time period to appeal the Final Approval Order has expired without any appeal being filed; or (2) if an appeal of the Final Approval Order is taken, then the earlier of 10 days after the entry of an order dismissing the appeal or 10 days after the appeal has been finally resolved in the appellate court of last resort without any right to appeal or seek further review from another appellate court.

18. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section IV below.

19. “Final Approval” means the date that the Court enters the Final Approval Order granting final approval of the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

20. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and further determine the amount of

attorneys' fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

21. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

22. "Long Form Notice" means the form of notice that shall be posted on the Settlement Website and shall be available to members of the Classes by mail on request made to the Settlement Administrator in the form attached as **Exhibit 2**.

23. "Non-Recovered Vehicle Subclass" means all members of the Tow Class who did not recover their vehicles from the tow lot after the tow.

24. "Non-Recovered Vehicle Subclass Settlement" means \$159,030 minus proportional deductions for (a) the Court-approved attorneys' fees and costs award to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

25. "Notice" means the notices that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

26. "Notice Date" means the date upon which Notice is mailed to known Class Members in accordance with the terms herein.

27. "Notice Program" means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Publication Notice, and Long Form Notice, which shall be substantially in the forms as the exhibits attached to the motion for Preliminary Approval.

28. “Objection Date” means the deadline by which Class Members must submit any objection to the terms or provisions of the Settlement Agreement along with any required statements, proof, or other materials and/or argument; this deadline, the Objection Date, is the 120th day after the Notice Date, inclusive of weekends and holidays, provided that if the Objection Date falls on a weekend or Federal holiday, then the Objection Date shall be the next following day that is not a weekend or Federal holiday.

29. “Opt-Out Date” means the deadline by which Class Members who do not wish to participate in the Settlement must complete the acts necessary to properly effect such election to opt-out; the Opt-Out Date is the 60th day after Notice Date, including weekends and holidays, provided that if the Opt-Out Date falls on a weekend or Federal holiday, then the Opt-Out Date shall be the next following day that is not a weekend or Federal holiday.

30. “Owner” means the person who had use, benefit, possession, control, and responsibility over the seized vehicle.

31. “Party” means each of Plaintiffs or Defendants, and “Parties” collectively means Plaintiffs and Defendant.

32. “Plaintiffs” means Christina Reise, Sharon Jones, Alan Miller, Jessica Smith, and Michael White.

33. “Postcard Notice” shall mean the short form of notice that shall be sent by mail to members of the Tow Class and Special Tax Bill Class in the form attached as **Exhibit 3**.

34. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement, substantially in the form of the exhibit attached to the motion for Preliminary Approval.

35. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement.

36. “Publication Notice” means a mutually agreed notice of the Settlement published in Missouri as identified in Paragraph 74 to apprise all members of the Classes of the Settlement.

37. “Recovered Vehicle Subclass” means all members of the Tow Class who recovered their vehicles from the tow lot.

38. “Recovered Vehicle Subclass Settlement Fund” means \$259,470 minus proportional deductions for (a) the Court-approved attorneys’ fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs, and (c) any Court-approved Service Awards to the Class Representatives.

39. “Releases” means all the releases contained in Section XV.

40. “Released Claims” means all claims to be released as specified in Section XV.

41. “Released Parties” means Defendants and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and Defendant City’s present and former Board of Aldermen Members, appointed and elected officials, officers, employees, police or other law enforcement officers, corrections officers, prosecutors, and persons participating in the operation of the Municipal Court within the City of Calverton Park, including municipal judges, clerks and other personnel, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent and other contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them.

42. “Releasing Parties” means Plaintiffs and all members of the Classes, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by entireties, agents, attorneys, and all those who claim through them or on their behalf.

43. “Request for Exclusion” means any request by any Class Member for exclusion from the Class, as set forth in Section XI.

44. “Service Award” means any Court-ordered payment to Plaintiffs for serving as Class Representatives, which is in addition to any payment due to Plaintiffs as members of the Classes.

45. “Settlement Administrator” means Atticus Administration, LLC. Class Counsel and Defendants may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendants may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

46. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding notice and settlement administration.

47. “Settlement Class Member” means any member of the Tow Class and/or Special Tax Bill Class who has not opted-out of the Settlement and who is entitled to the benefits of the Settlement, including a Settlement Class Member Payment, and who submits a Valid Claim.

48. “Settlement Class Member Payment” means the cash distribution that will be made from the Settlement Fund to each Settlement Class Member, pursuant to the allocation terms of the Settlement. It includes each “Tow Class” member payment and “Special Tax Bill Class” member payment.

49. “Settlement Fund” means the \$465,000 common cash fund Defendants are obligated to pay under the Settlement, allocating \$259,470 for the Recovered Vehicle Subclass, \$159,030 for the Non-Recovered Vehicle Subclass, and \$46,500 for the Special Tax Bill Class.

50. “Settlement Website” means the website that the Settlement Administrator will establish as a means for members of the Classes to submit Claim Forms electronically and obtain notice of and information about the Settlement, through and including hyperlinked access to this

Agreement, the Long Form Notice, Preliminary Approval Order, Final Approval Order, final judgment, and such other documents as the Parties agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be www.calvertonparkclassaction.com, or such other URL as Class Counsel and Defendants' agree upon in writing.

51. "Special Tax Bill Class" means all persons who paid an abatement fee, called a Special Tax Bill, associated with a vehicle towed between September 25, 2018, to June 26, 2025, at the direction of the City of Calverton Park due to an alleged violation of municipal nuisance ordinances. Excluded from the Special Tax Bill Class are Defendants, its parents, subsidiaries, affiliates, officers, and directors; all Tow Class members who make a timely election to be excluded by opting-out; all judges and judicial referees assigned to these proceedings and their immediate family members; and landlords or property owners who initially paid the Special Tax Bill to the City but sought and received repayment for the fee from their tenant, the vehicle owner, or other party.

52. "Special Tax Bill Class Settlement Fund" means \$46,500 minus proportional deductions for (a) the Court-approved attorneys' fees and costs awarded to Class Counsel, (b) any Settlement Administration Costs and/or Expert Costs, and (c) any Court-approved Service Awards to the Class Representatives.

53. "Tow Class" means all persons whose vehicles were seized and towed from private property at the direction of the City of Calverton Park between September 25, 2018, and June 26, 2025, due to an alleged violation of a municipal nuisance ordinance, whether those persons were able to recover their vehicle from the tow lot or not. Excluded from the Tow Class are Defendants, its parents, subsidiaries, affiliates, officers, and directors; all Tow Class members who make a timely election to be excluded by opting-out; and all judges and judicial referees assigned to these

proceedings and their immediate family members. The Tow Class comprises two subclasses: the Recovered Vehicle Subclass and the Non-Recovered Vehicle Subclass.

54. “Valid Claim” means a timely, complete, and properly submitted claim by a Class Member, as confirmed by the Settlement Administrator.

III. REQUIRED EVENTS

55. Class Counsel and Defendants’ Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment.

56. The Parties to this Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as **Exhibit 4**, attached hereto, which by its terms shall:

a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Classes for purposes of this Settlement Agreement only, as within the range of fair, reasonable and adequate Settlement for purposes of issuing notice;

b. Approve the contents of the Notice and Notice Program;

c. Approve the procedures set forth herein for Class Members to opt-out from the Classes or to object to the Settlement; and

d. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for acceptance of attorneys’ fees, and to consider whether the Court should issue a Final Judgment approving the Class Settlement, granting Class Counsel’s request for fees, granting the Service Awards application by the Class Representatives, and dismissing the Action with prejudice.

57. Class Counsel and Defendants’ Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.

58. If the court fails to issue the Preliminary Approval Order or fails to issue the Final Judgment, Class Counsel and Defendants' Counsel agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court provided, however, that in no event shall Defendants be required to agree to any such cure that would increase the cost or burden of this Settlement Agreement to the Defendants.

59. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement and shall promptly perform their respective obligations set forth herein. Any disputes regarding the Parties' obligations under this Paragraph shall be submitted for decision by the Court, and such decision shall be binding on the Parties.

60. Neither this Settlement Agreement nor any negotiations shall be construed, offered, received as, or deemed to be, evidence of an admission or concession by Plaintiffs or the Class of lack of merit, or by Defendants of any liability or wrongdoing whatsoever, whether as alleged in the Complaint or otherwise, with Defendants denying any liability or wrongdoing to the Plaintiffs and the Class for any claims alleged in the Complaint or otherwise.

61. If the Court does not approve any part of this Settlement Agreement, then this entire Settlement Agreement shall become null and void except that Plaintiffs, Class Counsel, and Defendants' Counsel may agree in writing to proceed with a modified settlement and apply for Court approval of that modified settlement. If this Settlement Agreement shall become null and void for any reason, the provisions of Rule 408 of the Federal Rules of Evidence will apply to it and all negotiations surrounding it. No admission of law or fact, or combination thereof, will be found to exist as a result of this Settlement Agreement. If this Settlement Agreement fails to be approved or otherwise fails to be consummated in accordance with its terms:

a. Plaintiffs shall be entitled to continue this action on behalf of themselves and the Class in accordance with the rulings, circumstances, and procedural posture that existed in this case on July 8, 2025, the date on which the Action was stayed; and

b. Defendants shall retain all rights to continue their defense to this case in accordance with the rulings, circumstances, and procedural posture that existed in this case on July 8, 2025, the date on which the Action was stayed.

IV. SETTLEMENT CONSIDERATION AND ESCROW ACCOUNT

62. Subject to approval by the Court, Defendants shall establish a cash Settlement Fund of \$465,000. The Settlement Fund shall be used to pay Settlement Class Members their respective Settlement Class Member Payments; any and all attorneys' fees and costs awarded to Class Counsel; any Service Awards to the Class Representatives; all Settlement Administration Costs; and any *cy pres* payment required under this Agreement. Defendants shall not be responsible for any other payments under this Agreement.

63. For the avoidance of doubt, it is agreed by the Parties that a Settlement Class Member may be a member of the Tow Class, the Special Tax Bill Class, or both. In addition, a Settlement Class Member may qualify for both a Tow Class Member Payment and a Special Tax Bill Class Member Payment.

64. Subject to Paragraph 106 of this Agreement, the Settlement Fund shall be paid by Defendants into the Escrow Account within 14 days of the Effective Date.

65. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendants, Defendants' counsel, Plaintiffs,

and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Escrow Account. Defendants and Defendants’ Counsel and Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendants and Defendants’ Counsel and Plaintiffs and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

V. ADDITIONAL CONSIDERATION AND RELIEF

66. Defendants agree to amend Section 215.010(B)(28) of the City of Calverton Park Municipal Code to delete the following phrase: “or which vehicle or automobile is not properly licensed and registered with a current license plate displayed on the vehicle and with a proper current vehicle registration in possession of the person in charge of the property upon which the vehicle or automobile is located.”

67. Defendants agree that the City employee who acts as the Code Enforcement Officer shall no longer serve as the Hearing Officer for hearings regarding derelict vehicles subject to towing from private residential properties. Defendants agree that the Mayor or Board of Alderman shall designate the Mayor or member of the board to serve as a Hearing Officer in the hearings regarding derelict vehicles subject to towing from private residential properties. Defendants agree to amend Section 215.040 of the City of Calverton Park Municipal Code to reflect this change.

68. Defendants agree that no Special Tax Bill assessed for towing a derelict vehicle from private property shall exceed \$200.00.

VI. DISCOVERY AND SETTLEMENT DATA

69. Class Counsel and Defendants have engaged in extensive discovery related to liability and damages. The Parties believe that they possess the data necessary to effectuate this

Settlement. If additional data is needed, the Parties will cooperate to obtain such data. Class Counsel will review the data to determine potential Class membership, amount of fees paid by or for all such potential class members, and days of vehicle deprivation for the Recovered Vehicle Subclass. Class Counsel will then create a list of potential Class Members, fees paid, days of vehicle deprivation, if applicable, and postal addresses, which will be provided to Defendants for review and approval and then to the Settlement Administrator in order to provide Notice and for use in distributing Settlement Class Member Payments.

VII. SETTLEMENT ADMINISTRATOR

70. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Settlement Fund as provided herein.

71. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

- a. Use the name and address information for Class Members provided by Class Counsel in connection with the Notice Program approved by the Court, for the purpose of distributing the Postcard Notice, Long Form Notice, and Claim Forms;
- b. Arrange for Publication Notice;
- c. Provide notice to federal and relevant state officials pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715;
- d. Establish and maintain a post office box for receipt of Claim Forms and requests to opt-out from the Settlement Class;
- e. Establish and maintain the Settlement Website;

- f. Establish and maintain an automated toll-free telephone line for Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Class Members who call with or otherwise communicate such inquiries;
- g. Respond to any mailed Class Member inquiries;
- h. Process all opt-out requests from the Settlement Class;
- i. Provide weekly reports to Class Counsel and Defendants that summarize the number of Claim Forms received that week, the number of opt-out requests received that week, the number of objections received that week, the total number of Claim Forms received to date, the total number of opt-out requests received to date, the total number of objections received to date, and other pertinent information;
- j. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Court confirming that the Notice Program was completed, describing how the Notice Program was completed, providing the names of each Class Member who timely and properly opted-out from one or more of the Classes, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- k. Distribute Settlement Class Member Payments by check, or other cash-equivalent form of payment, to Settlement Class Members who submitted Valid Claims;
- l. If residual funds exist after the first distribution, and if economically feasible, distribute another round of Settlement Class Member Payments by check, or other cash-equivalent form of payment, to Settlement Class Members out of uncashed funds;

- m. Pay invoices, expenses, and costs upon approval by Class Counsel and Defendants, as provided in this Agreement;
- n. Any other Settlement-administration-related function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that the Settlement Fund has been distributed.

VIII. NOTICE TO POTENTIAL CLASS MEMBERS

72. Beginning no later than fourteen (14) days after the date of the Preliminary Approval Order, the Settlement Administrator shall initiate the Notice Program (“Notice Date”). Such Notice Program shall be completed with immediacy in accordance with the terms of the Settlement Agreement. Prior to the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this Section.

73. Notice shall be sent to the following individuals:

a. For the Tow Class: Notice shall be sent to: (i) all occupants of the property from which the vehicle was towed at the time of the tow according to any available Occupancy Permit records from the City of Calverton Park who were above the age of 18 at the time of the tow; (ii) the vehicle’s owner of record with the Missouri Department of Revenue; (iii) any individuals associated with the vehicle or identified as a possible vehicle Owner in the City’s code enforcement records; (iv) all persons assessed a Special Tax Bill for the towed vehicle; (v) all persons who received a pre-tow or post-tow letter; and, (vi) for Recovered Vehicle Subclass members, the person to whom the tow lot released the vehicle.

b. For the Special Tax Bill Class: Notice shall be sent to: (i) all occupants of the property from which the vehicle was towed at the time of the tow according to any available Occupancy Permit records from the City of Calverton

Park who were above the age of 18 at the time of the tow; (ii) all persons issued a letter alerting them of a Special Tax Bill for a towed vehicle; (iii) the landlord and/or property owner, if the property was not owner-occupied; and (iv) any persons listed as the payer in any available records from the City of Calverton Park.

c. A list of all potential Class Members entitled to notice under this paragraph will be recorded and Counsel for both Parties shall review and approve the list before sending it to the Settlement Administrator.

74. The Postcard Notice and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached as **Exhibits 2 and 3**.

75. Notice will be provided to the potential Class Members by direct mailing of the Postcard Notice, along with a Claim Form and return envelope, to all potential Class Members at their last known or readily ascertainable address. The Postcard Notice shall inform potential Class Members how they may request a copy of the Long Form Notice.

76. Class Counsel shall provide the Settlement Administrator with the last known mailing addresses for the potential Class Members. The Settlement Administrator shall run the names and addresses of the potential Class Members through the National Change of Address Registry and update as appropriate. Additionally, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall mail the Postcard Notice to the forwarding address.

77. If a mailed Postcard Notice is returned with new forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the new forwarding address.

78. Additional notice will be provided to the Class Members by way of posting an agreed-upon one-page Notice of the Settlement at Calverton Park City Hall, which shall inform potential Class Members how they may request copies of the Long Form Notice and a Claim Form.

79. The Settlement Administrator shall also provide a copy of the Postcard Notice, Long Form Notice, and Claim Form to any person who inquires by written communication or telephone call to the toll-free telephone number established by the Settlement Administrator. The Settlement Administrator also will upload downloadable and printable copies of the Postcard Notice, Long Form Notice, and Claim Form to the Settlement Website.

80. The Settlement Administrator shall also distribute Publication Notice by way of publication in the St. Louis American on at least one day per week for three consecutive weeks, commencing on the Notice Date. The Publication Notice shall inform potential Class Members how they may request copies of the Long Form Notice and a Claim Form.

81. The Settlement Administrator shall maintain a database showing mail addresses to which each Notice was sent and any Notices that were not delivered. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Parties and the Court upon request.

IX. SUBMISSION OF CLAIMS

82. Except as provided in Paragraph 83 below, Claim Forms must be postmarked or submitted through the Settlement Website on or before the 120th day from the Notice Date in order to be considered timely and valid.

83. The Parties anticipate that late claims may be filed after the end of the Claims Period. Late claims may be allowed, if submitted on or before the date of the Final Approval Hearing, for good cause shown as determined by the Settlement Administrator after inquiry with the submitting claimant; provided, however, that any claims submitted more than twenty (20) days after the end of the Claims Period shall not be allowed.

84. The Settlement Administrator will provide Class Counsel and Defendants' Counsel with information regarding who has filed Claim Forms within five (5) business days of receipt of a Claim Form. Subject to the exceptional circumstances outlined in Paragraph 89, the Settlement Administrator shall have final authority to determine whether individuals who have submitted Claim Forms qualify as Settlement Class Members.

X. DOCUMENTATION MAY BE REQUIRED TO SUBMIT A VALID CLAIM

85. Submitting a Valid Claim may require the claimant to submit documentation. Documentation requirements for the Tow Class and Special Tax Bill Class are further described in Paragraphs 86 and 87, respectively.

86. Individuals submitting a claim for the Tow Class must provide the year, make, and model of the towed vehicle. If the claimant's information (1) matches the Missouri Department of Revenue records and (2) matches either (i) the City's records or (ii) the tow lot's records of who the vehicle was released to, then that claim shall be satisfactory to establish Ownership and no additional documentation shall be required. If the claimant's name and description does not match those records, or if the City, tow lot, and DOR has no such records in their possession, then the claimant must establish Ownership by submitting additional documentation, including, but not limited to:

- a. Proof of possession of the vehicle's title;

b. Missouri Department of Revenue records showing registration during the relevant period. Such records may include, but are not limited to, Form 4569 (tow authorization form), Form 5091 (motor vehicle records with personal information), or Form 4577 (vehicle owner and lienholder notification);

c. Payment of personal property tax on the vehicle either after it was towed (for Recovered Vehicle Subclass members only) or within a one year period prior to the tow (for all Tow Class members);

d. Proof of Insurance Coverage for the Vehicle for the Applicable Time Period;

e. Proof of possession of a Bill of Sale; or

f. Contract with or payment to a lienholder who held a lien on the towed vehicle.

87. Special Tax Bill Class Members may be required to submit documentation. If the claimant's information matches the City's records of the recipient of the Special Tax Bill, then that claimant shall presumptively be entitled to recover. If the claimant's name and description does not match those records, then the claimant must establish proof of Special Tax Bill payment by submitting documentation such as, but not limited to:

- a. Documentation from Calverton Park indicating payment was received;
- b. A credit card statement, check receipt, or bank statement indicating payment;
- c. If the claimant is a renter, a record of communication between the renter and landlord or property-owner indicating that the renter has paid the Special Tax Bill;
or
- d. If the claimant is a landlord, a record of communication that the landlord did not require the tenant to pay the Special Tax Bill.

88. The Parties agree not to contest that, when an individual purchases an automobile and maintains possession, control, and responsibility for that vehicle, that person is considered the Owner even if the certificate of title is issued to another.

89. In the event that more than one claim is submitted for a single towed vehicle or Special Tax Bill, the Settlement Administrator will require the claimants to submit documentation, as described above, evidencing a right to recover as part of the class. The Settlement Administrator will then forward the documentation to counsel for both Parties, who will come to a consensus on the proper claimant. If the Parties cannot reach a consensus, then the potential Class Member's claim will be sent to a neutral arbiter, Matt Vigil, Clinic Staff Attorney at St. Louis University School of Law, who shall have final authority to determine the proper claimant.

XI. REQUESTS BY CLASS MEMBERS FOR EXCLUSION

90. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator by the Opt-Out Date. Any mailed Request for Exclusion must be postmarked no later than the Opt-Out 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 to be a Settlement Class Member, and chooses to be excluded from any judgment entered pursuant to the Settlement.

91. The Opt-Out Date shall be extended for a period of fifteen (15) days for any member of the Tow Class and/or Special Tax Bill Class that is sent a Postcard Notice as part of the Notice Re-mailing Process described in Paragraph 106.e.

92. Any 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.

93. Not later than three (3) business days after the Opt-Out Date (or the extended date as described in Paragraph 91, if applicable), the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendants' Counsel together with copies of each Request for Exclusion. Class Counsel and Defendants' Counsel shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

94. Class Counsel agrees that they are ethically prohibited from representing any individual who opts out from the Settlement, as such individuals' interests are adverse to the interests of the Class.

95. Notwithstanding anything else in this Agreement, if three (3) or more persons meeting the definition of Class Members submit valid and timely opt-outs, Defendants shall have the unilateral option to terminate this Agreement at its sole discretion, and, if Defendants so elect, this Agreement shall be null and void and this settlement of no force and effect. In order to terminate this Agreement, Defendants shall give notice of such termination in writing to Class Counsel no later than ten (10) business days after receiving the list of persons who have requested exclusion from the Class as described above.

XII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

96. Only Class Members who have submitted a Valid Claim may object to the Settlement.

97. After entry of the Preliminary Approval Order, a period of time will be established in order to allow for Settlement Class Members to make objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who

wishes for any objection to be considered, must file with the Court a written notice of objection, and serve a copy of the same upon counsel for the Parties, by the Objection Date. Any Objection submitted to the Court by mail must be postmarked no later than the Objection Date. Such objection shall state the name, address, and telephone number of the person, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents said person wishes to be considered in support of the objection.

98. No objecting Settlement Class Member will be permitted to appear and object at the Final Approval Hearing unless he or she has timely filed and served a written objection and filed a Notice of Intention to Appear with the Court, as described below in Paragraph 99.

99. 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 Defendants' Counsel with a Notice of Intention to Appear that (i) states how much time the Settlement 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 their attorney intends to present testimony from, including a summary of the testimony; (iv) identifies all exhibits the Settlement Class Member and/or their 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 Class with a Valid Claim.

100. 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.

101. 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 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 Class Counsel and Defendants' 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.

102. In accordance with law, only Class Members who have objected to the Settlement pursuant to the terms above, including submission of a Valid Claim, 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 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.

103. Subject to Court approval, the parties may conduct limited discovery on any objector or objector's counsel consistent with the Federal Rules of Civil Procedure.

XIII. CALCULATION OF SETTLEMENT CLASS MEMBER PAYMENTS AND DISBURSEMENT OF SETTLEMENT FUND

104. All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

105. All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

106. Payments shall be made from the Settlement Fund as follows:

a. Class Counsel's Fees and Costs. Subject to Court approval, Class Counsel's reasonable attorneys' fees in the amount of \$139,600 and litigation costs in the amount of \$15,398.36 shall be paid from the Settlement Fund within 21 days after the Effective Date. Defendants agree not to oppose Class Counsel's request for attorneys' fees and litigation costs in the amount of \$154,998.36.

b. Service Awards. Subject to Court approval, the Class Representatives shall each be entitled to receive a Service Award of up to \$8,000.00 for his or her role as a Class Representative. The Service Award shall be paid no later than 21 days after the Effective Date.

c. Settlement Administrator's Fees and Costs. The Settlement Administration Costs shall be paid from the Settlement Fund, except that prior to Final Approval, the Settlement Administrator will invoice Defendants for the cost of the Notice Program and Defendants, or Defendants' insurer on behalf of Defendants, will pay such invoice(s) promptly upon receipt. Upon entry of an Order granting Final Approval, said Notice Program costs will be deducted from the total Settlement Fund, thereby reducing the amount to be paid into the Escrow Account by

Defendants by the amount of the Notice Program costs. In the event the Final Approval Order is not entered or this Agreement is terminated pursuant to Section XVII below, the parties agree to split equally any Settlement Administration Costs incurred by the Settlement Administrator prior to the denial of Final Approval or the termination of this Agreement, including the Notice Program costs.

d. Calculation of Settlement Class Member Payments.

i. Payment will be made only for Valid Claims.

ii. After the end of the Claims Period, the Settlement Administrator shall make a list of all Valid Claims by Settlement Class Members in the Tow Class and the Special Tax Bill Class, respectively, and shall calculate the total compensation for each Class Member (as modified by Subparagraph 106.d.iii.1 for the Recovered Vehicle Subclass Class, Subparagraph 106.d.iv.1 for the Non-Recovered Vehicle Subclass, and Subparagraph 106.d.v.1 for the Special Tax Bill Class).

iii. The Recovered Vehicle Subclass Settlement Fund shall be paid to Settlement Class Members in the Recovered Vehicle Subclass using the following calculation:

1. Calculate the sum of all fees paid by Recovered Vehicle Subclass Members to release their vehicles from the tow lot, including the Release Fee paid to Calverton Park and the tow and storage fees paid to the tow company.
2. Subtract the dollar amount calculated in subsection (1) above from the Recovered Vehicle Subclass Settlement Fund.
3. Divide the dollar amount calculated in subsection (2) above by the total number of days that recovered vehicles spent in the tow lot, which yields a per-towed-day amount. Class Member's days towed

shall be capped at thirty days (e.g., if a Recovered Vehicle Subclass Member's vehicle spent 35 days in the tow lot, the number of days used for purposes of this calculation shall be 30 days).

4. Multiply the per-towed-day amount by the total number of days for each Settlement Class Member in the Recovered Vehicle Subclass (subject to the 30-day cap described in subsection (3) above). Add to this amount the total number of release, storage, and tow fees that each class member paid.
5. This results in a Recovered Vehicle Class Member Payment for each Settlement Class Member in the Tow Class and Recovered Vehicle Subclass.

iv. The Non-Recovered Vehicle Subclass Settlement Fund shall be paid to Settlement Class Members in the Non-Recovered Vehicle Subclass using the following calculation:

1. Divide the Non-Recovered Vehicle Subclass Settlement Fund by the number of persons who never recovered their vehicles.
2. This results in a Non-Recovered Vehicle Class Member Payment for each Settlement Class Member in the Tow Class and Non-Recovered Vehicle Subclass.

v. The Special Tax Bill Class Settlement Fund shall repay Special Tax Bill Class Members using the following calculation:

1. Divide the Special Tax Bill Class Settlement Fund by the total dollar amount of all Special Tax Bills paid, which yields a per-dollar-fined rate.

2. Multiply the per-dollar-fined rate by the total amount charged to and paid by each member of the Special Tax Bill Class.
3. This results in a Special Tax Bill Class Member Payment for each Settlement Class Member in the Special Tax Bill Class.

vi. The total of the Tow Class Member Payment and Special Tax Bill Class Member Payment due to each Settlement Class Member is the total Settlement Class Member Payment.

e. Payments to Settlement Class Members.

i. The payments to Settlement Class Members will be calculated, paid, and distributed as follows:

1. An initial damages amount will be calculated by the Settlement Administrator for each Class Member who submits a Valid Claim, said damages amount to be calculated by applying the methodology set forth in Paragraph 106.d above.
2. Within 30 days of the Effective Date, the Settlement Administrator shall make all Settlement Class Member Payments and send checks, or other cash-equivalent form of payment, to each Settlement Class Member who submitted a Valid Claim at the address used to provide the Notice, or at such other address as designated by the Settlement Class Member on the Claim Form.
3. The Settlement Administrator will make reasonable efforts to locate the proper address for any check returned by the Postal Service as undeliverable and will re-mail it once to the updated address. Settlement Class Members shall have 90 days to negotiate the check.

Any checks uncashed after 90 days shall be distributed pursuant to Section XIV.

f. Taxes. Plaintiffs, Class Counsel, Defendants' Counsel, and Defendants make no representations regarding the taxability or non-taxability of any payments made hereunder, and the Parties agree that Defendants, the Settlement Administrator, and Defendants' insurers shall not be responsible for payment of any taxes on the amounts paid hereunder to Plaintiffs, Class Representatives, Settlement Class Members, or Class Counsel. All payment of taxes or other assessments to the state or federal authorities on the amounts paid under this Settlement Agreement, if any, shall be the sole responsibility of Plaintiffs, Class Representatives, Settlement Class Members, and Class Counsel with respect to their portion of the Settlement Funds; Plaintiffs, Class Representatives, Settlement Class Members, and Class Counsel hereby agree to indemnify and hold harmless Defendants, the Settlement Administrator, and Defendants' insurers from any such liability for taxes or other assessments to the state or federal authorities on amounts paid under this Settlement Agreement.

g. The amounts allocated to each class and/or subclass and all calculations and payment methodologies set forth in this paragraph have been determined by Class Counsel and will be administered by Class Counsel and the Settlement Administrator. Defendants are not responsible for such allocations, calculations, and payment methodologies, but for purposes of this settlement agree to the same.

XIV. DISPOSITION OF RESIDUAL FUNDS

107. Within 120 days after the date the Settlement Administrator mails the first Settlement Class Member Payment, any remaining amounts resulting from uncashed checks ("Residual Funds") shall be distributed as follows:

108. First, any Residual Funds remaining after distribution shall be distributed on a pro rata basis to participating members of the Tow Class and Special Tax Bill Class who received and cashed Settlement Class Member Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair. Should such a second distribution be made, members of the Tow Class and Special Tax Bill Class will receive a second check. Any second distribution checks shall be valid for 90 days.

109. Second, in the event the costs of preparing, transmitting and administering such subsequent payments to members of the Tow Class and Special Tax Bill Class are not feasible and practical to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair, or if such a second distribution is made and Residual Funds still remain, Class Counsel and Defendants shall seek the Court's approval to distribute the Residual Funds to a *cy pres* recipient. The Parties shall propose Cars 4 Missouri as the *cy pres* recipient, an entity that is a nonprofit organization that provides financial and educational support services to low-income persons in purchasing, registering, and repairing vehicles, with a mission of increasing transportation access in the region.

110. Within 30 days after the date on which checks issued from the first distribution are no longer valid, the Parties shall submit a report to the Court identifying the total amount that was actually paid to members of the Tow Class and Special Tax Bill Class and whether the Parties request approval of a second distribution or whether instead the *cy pres* payment should be made. The report will also request Court-approval of the *cy pres* recipient(s) for any residual funds that remain following the second distribution or that should immediately be paid in the event that there will be no second distribution.

111. All costs of any second distribution shall come from the Residual Funds. Costs for delivery of Residual Funds to a *cy pres* recipient shall also come from the Residual Funds.

112. In no event shall the Residual Funds or any portion of the Settlement Fund revert to Defendant.

XV. RELEASE AND DISMISSAL OF ACTION

113. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period as described in the Complaint in this Action that were or could have been alleged in the Action.

114. Each member of the Tow Class and/or Special Tax Bill Class is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Released Parties in any forum, action, or proceeding of any kind.

115. Within one hundred and eighty (180) days of the Effective Date, if the Court has not already dismissed all claims with prejudice, Plaintiffs and Defendants agree that they and their attorneys shall prepare and file a Stipulation for Dismissal of this Action, with all claims to be dismissed with prejudice, in all respects, and with each party to bear that party's own attorneys' fees and court costs except as set forth in this Agreement.

XVI. PAYMENT OF ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS

115. Defendants agree that Class Counsel shall be entitled to request an award of reasonable attorneys' fees and litigation costs, as addressed in Section XIII. Any award of attorneys' fees and costs to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

116. Class Counsel shall be solely responsible for addressing and resolving any claim or dispute asserted by any Settlement Class Member concerning entitlement to a payment, the amount of such payment, or any other issue raised regarding this settlement, including any attorneys' fees and any other costs or expenses.

117. Defendants agree that Class Counsel shall be entitled to request the Court to approve a Service Award to each Plaintiff as a Class Representative in an amount up to \$8,000.00, to be approved by the Court. The Service Award shall be paid to the Class Representative in addition to Class Representative's Settlement Class Member Payment. The Parties agree that the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

118. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Awards only after reaching agreement on all other material terms of this Settlement.

XVII. TERMINATION OF SETTLEMENT

119. This Settlement may be terminated by either Class Counsel or Defendants by serving on counsel for the opposing Party and filing with the Court a written notice of termination

within fifteen (15) days (or such longer time as may be agreed in writing between Class Counsel and Defendant) after any of the following occurrences:

- a. Class Counsel and Defendants agree to termination;
- b. the Court rejects, materially modifies, materially amends, or changes, or declines to grant Preliminary Approval or Final Approval;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Defendants seeking to terminate the Settlement reasonably considers material;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement.

120. The Parties agree that the Court will resolve any dispute among them regarding whether the Settlement may be terminated pursuant to this Agreement.

XVIII. EFFECT OF A TERMINATION

121. The grounds upon which this Agreement may be terminated are set forth above. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, and Defendants' obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.

122. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof. The Settlement is final and shall not be terminable as of the Effective Date.

123. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIX. NO ADMISSION OF LIABILITY

124. Defendants continue to dispute its liability for the claims alleged in the Action. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

125. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant discovery, extensive motions practice, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the members of the Classes.

126. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or

in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

127. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or members of the Classes, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

128. In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XX. MISCELLANEOUS PROVISIONS

129. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

130. Binding Effect. This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

131. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

132. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

133. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

134. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

135. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

136. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

137. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement

and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's orders barring all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendants or its affiliates at any time, including during any appeal from the Final Approval Order.

138. Notices. All notices to Class Counsel and Defendants' counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

ARCHCITY DEFENDERS, INC.
Maureen Hanlon
Brianna Coppersmith
Lee Camp
440 N. 4th Street, Suite 390
St. Louis, Missouri 63102
mhanlon@archcitydefenders.org
bcoppersmith@archcitydefenders.org
lcamp@archcitydefenders.org

HELLMICH, HILL & RETTER, LLC
William A. Hellmich
Blake D. Hill
Jason S. Retter
Michelle Stallings
1049 North Clay Avenue,
Kirkwood, Missouri 63122

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice program.

139. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and counsel for Defendants and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

140. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

141. Authority. Class Counsel and Defendants' Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

142. Agreement Mutually Prepared. Neither Defendants nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

143. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Defendants have provided and are providing information that Plaintiffs reasonably request to identify members of the Classes and the alleged damages they incurred. The Parties agree that this Settlement is reasonable and will not attempt to

renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

144. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Pages Follow

Dated: Oct 2, 2025


CHRISTINA REISE OCT 2, 2025 10:28 CDT

CHRISTINA REISE
Plaintiff

Dated: 10-02-2025



SHARON JONES
Plaintiff

Dated: 10-2-2025

Alan Miller

ALAN MILLER
Plaintiff

Dated: 10/02/2025 _____

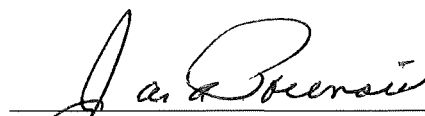
Jessica Smith
Jessica Smith (Case 1:23-cv-01335-SEP Document 47-5 Filed 10/06/25 Page 43 of 46)

JESSICA SMITH
Plaintiff

Dated: Oct 2, 2025


MICHAEL WHITE 10/02/2025 13:08:08 CEST
MICHAEL WHITE
Plaintiff

Dated: 10-3-25

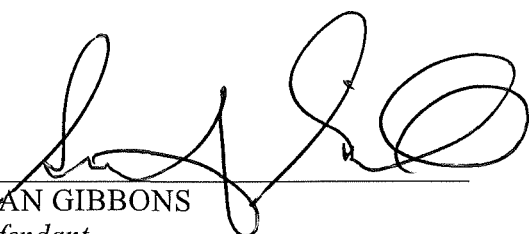


THE CITY OF CALVERTON PARK
Defendant

BY: James Pannovich

ITS Mayor

Dated: 10/01/25



SEAN GIBBONS
Defendant