

STATE OF MICHIGAN  
WAYNE COUNTY CIRCUIT COURT

UNITED HOUSE OF PRAYER,  
a District of Columbia non-profit  
corporation, individually and as  
representative of a class of similarly-  
situation persons and entities,

Case No. 19-002074-CZ  
Hon. Annette J. Berry

Plaintiff,

v.

CITY OF DETROIT,  
a municipal corporation,

Defendant.

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**FINAL JUDGMENT AND ORDER APPROVING CLASS SETTLEMENT**

At a session of said Court held in the  
City of Detroit, County of Wayne  
State of Michigan on 5/5/2020  
PRESENT: HON. Annette J. Berry  
Circuit Court Judge

WHEREAS, Plaintiff and Defendant in this action have moved this Court pursuant to MCR 3.501(E), for an order approving the settlement of this class action in accordance with the terms set forth in the Class Action Settlement Agreement ("Agreement") executed by counsel for the parties, and

WHEREAS, this Court having reviewed Plaintiff's Motion for Final Approval of Class Action Settlement, Class Counsel's Application for an Award of Common Fund Attorneys' Fees,

For Reimbursement of Costs, and Incentive Award for Class Representative, and Defendant's responses thereto, which were submitted by the parties, and having held a telephonic conference with counsel for the parties on May 1, 2020 pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated February 21, 2020 (the "Order"), in order to determine the fairness, adequacy and reasonableness of a proposed settlement of the Class Action; and due and adequate notice (the "Notice") having been made by mailing in a manner consistent with Paragraphs 5 and 7 of the Order; and all such persons (excluding those who previously requested exclusion from the applicable Class) having been given an opportunity to object to or participate in the settlement; and the Court having heard and considered the matter, including all papers filed in connection therewith and the oral presentations of counsel at said hearing; and good cause appearing therefor, and

WHEREAS, Defendant has funded the settlement by depositing the sum of Two Hundred Thousand Dollars (\$200,000) into the Kickham Hanley PLLC Client Trust Account, and Two Million Dollars (\$2,000,000), which has been reserved and held by Defendant, and will, within fourteen (14) days after entry of this Order, either be transferred to Class Counsel's IOLTA Trust Account and/or be disbursed for the purpose of applying credits against unpaid accounts in accordance with the Agreement.

For the reasons stated on the record, IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The terms of the Agreement are fair, reasonable and adequate and in the best interests of the members of the Class and are hereby approved.

2. Plaintiff and Defendant are hereby ordered and directed to perform and consummate the settlement set forth in the Agreement in accordance with the terms and conditions of the Agreement.

3. The notification to the Class members regarding the Settlement is the best notice practicable under the circumstances and is in compliance with MCR 3.501(E) and the requirements of due process of law.

4. This Lawsuit is hereby dismissed with prejudice, and without costs to any party except as provided for in the Agreement.

5. Kickham Hanley PLLC, counsel for the Class, is hereby awarded attorneys' fees and costs in the amount of \$740,924, to be paid as set forth in the Agreement. Plaintiff United House of Prayer is granted an incentive award of \$20,000, to be paid as set forth in the Agreement.

6. Without any further action by anyone, Plaintiff and all members of the Class as certified by the Order dated February 21, 2020, who previously did not submit a timely and valid Request for Exclusion are deemed to have executed the following Release and Covenant not to Sue which is hereby approved by the Court:

Each Class Member, on behalf of himself, herself or itself, and his, her or its parents, subsidiaries, affiliates, members, shareholders, predecessors, heirs, administrators, officers, directors, successors, assigns, and any person the Class Member represents, intending to be legally bound hereby, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby absolutely, fully and forever releases, relieves, remises and discharges the City, and each of its successors and assigns, present and former agents, representatives, employees, insurers, affiliated entities, attorneys and administrators, of and from any and all manner of actions, causes of action, suits, debts, accounts, understandings, contracts, agreements, controversies, judgments, consequential damages, compensatory damages, punitive damages, claims, liabilities, and demands of any kind or nature whatsoever, known or unknown, which arise from the beginning of time through June 30, 2020, concerning (1) the City's calculation or assessment of the PFL Rates and/or PFL Charges (2) the components of costs included in the PFL Rates and/or PFL Charges, and/or (3) the City's efforts to charge and/or collect PFL Rates or PFL Charges. This release is

intended to include all claims that were asserted or could have been asserted in the Lawsuit concerning the City's PFL Rates and/or PFL Charges, and all claims that relate to, arise from or could have been asserted in connection with the September 12, 2016 Settlement Agreement approved by the Wayne County Circuit Court in Case No. 15-009083-CZ. In executing the Release and Covenant Not to Sue, each Class Member also covenants that: (a) except for actions or suits based upon breaches of the terms of this Agreement or to enforce rights provided for in this Agreement, he, she or it will refrain from commencing any action or suit, or prosecuting any pending action or suit, in law or in equity, against the City on account of any action or cause of action released hereby; (b) none of the claims released under the Release and Covenant Not To Sue has been assigned to any other party; and (c) he, she or it accepts and assumes the risk that if any fact or circumstance is found, suspected, or claimed hereinafter to be other than or different from the facts or circumstances now believed to be true, the Release and Covenant Not To Sue shall be and remain effective notwithstanding any such difference in any such facts or circumstances. Nothing contained in this release is intended to release the City from claims arising out of PFL Rates and/or PFL Charges imposed by the City in the first instance after June 30, 2020.

6. This Court retains continuing jurisdiction to effectuate the provisions of the Agreement and the terms of this Order.

7. The provisions of Paragraph 6 hereof respecting the retention of jurisdiction shall not affect the finality of this judgment as to matters not reserved.

IT IS SO ORDERED:

Dated: May 5, 2020

/s/ Annette J. Berry 5/5/2020  
Wayne County Circuit Court Judge

We hereby stipulate to the entry of the above order.

**Approved as to form and substance:**

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