

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

LAURENCE WOLF,
individually and as trustee of
LAURENCE G. WOLF CAPITAL
MANAGEMENT TRUST AGREEMENT
DATED MARCH 7, 1990,
LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES, and
WOLF PROPERTIES,
individually, and as representatives
of a class of similarly-situated persons
and entities,

Case No. 14-138464-CZ
Hon. Colleen O'Brien

Plaintiffs,

v.

CITY OF FERNDALE,
a municipal corporation,

Defendant.

Gregory D. Hanley (P51204)
Jamie K. Warrow (P61521)
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FINAL JUDGMENT AND ORDER APPROVING CLASS SETTLEMENT

At a session of said Court held in the
City of Pontiac, County of Oakland
State of Michigan on APR 08 2015
PRESENT: HON. COLLEEN A. O'BRIEN
Circuit Court Judge

WHEREAS, Plaintiffs 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 Second Amended Class Action Settlement Agreement ("Agreement") executed by counsel for the parties, and

WHEREAS, this Court having held a hearing, as noticed, on April 8, 2015 pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated March 4, 2015 (the "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 4 and 6 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,

WHEREAS, Defendant has funded the settlement by providing a check in the amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which has been deposited into and remains in the Kickham Hanley PLLC Client Trust Account pending this Court's final approval of the settlement, and which will be disbursed 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. Plaintiffs 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 \$1,460,931.33, to be paid as set forth in the Agreement. Plaintiff Laurence Wolf is granted an incentive award of \$10,000, to be paid as set forth in the Agreement.

6. Without any further action by anyone, Plaintiffs and all members of the Class as certified by the Order dated March 4, 2015 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 (1) arise out of the City's

calculation of the Rates and/or the components of costs included in the Rates, (2) arise out of the fund balance maintained by the City in its water and sewer fund, (3) arise out of the Prospective Relief Period Claims, or (4) were asserted in the Lawsuit. 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.

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: April 8, 2015

/s/ Judge Colleen A. O'Brien
Oakland County Circuit Court Judge
COLLEEN A. O'BRIEN

KE

We hereby stipulate to the entry of the above order.

Approved as to form and substance:

/s/ Gregory D. Hanley

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on April 8, 2015, I electronically filed the foregoing pleadings with the Clerk of the Court using the court's electronic filing system.

/s/ Kim Plets

Kim Plets

Dated: April 8, 2015
KH141649

Kim Plets

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Sent: Wednesday, April 08, 2015 4:06 PM
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