

STATE OF MICHIGAN
MACOMB COUNTY CIRCUIT COURT

BRAD M. PATRICK
individually, and as representative
of a class of similarly-situated persons
and entities,

Plaintiff,

Case No. 2017-003018-CZ
Hon. Jennifer Faunce

v.

CITY OF ST. CLAIR SHORES,
a Michigan municipal corporation,

Defendant.

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Edward F. Kickham Jr. (P70332)
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FINAL JUDGMENT AND ORDER APPROVING CLASS SETTLEMENT

At a session of said Court held in the
City of Mt. Clemens, County of Macomb,
State of Michigan on 09/04/20

PRESENT: HON. Jennifer M. Faunce
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.

WHEREAS, this Court having held a hearing, as noticed, on August 31, 2020, pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated May 29, 2020 (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 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.

WHEREAS, Defendant has funded the settlement by providing a check or wire in the amount of Three Million Four Hundred Eighty Three Thousand Eight Hundred Eighty Two Dollars and Ninety-Five Cents (\$3,483,882.95), which has been deposited into and remains in the Kickham Hanley PLLC Client Trust Account.

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 and the Supplemental Distribution Report dated September 2, 2020.

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 and Randal Toma & Associates PC, counsel for the Class, are hereby awarded attorneys' fees and costs in the amount of \$1,229,109.60, to be paid as set forth in the Agreement. Plaintiff Brad M. Patrick 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 May 29, 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:

In executing the Release and Covenant Not To Sue, 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 the date of this Final Order and Judgment concerning (1) the City's calculation or assessment of the Stormwater Charges; (2) the components of costs included in the Stormwater Charges; and/or (3) the City's efforts to charge and/or collect Stormwater Charges. 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:


Circuit Court Judge



SUBMITTED TO AND AGREED:

KICKHAM HANLEY PLLC

By: /s/ Gregory D. Hanley
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/S/ JENNIFER M. FAUNCE
CIRCUIT COURT JUDGE, P43816

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