

FILED

SEP 10 2018

JOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

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

DONALD ELDRIDGE, on behalf of himself)
and all others similarly situated,)
Plaintiff,)
v.)
CITY OF ST. JOHN,)
Defendant.)

Cause No.: 15SL-CC00456

Division: 4

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT

This Court, upon consideration and review of the proposed Class Action Settlement, relevant documents, Joint Motion for Preliminary Approval of Class Action Settlement (including exhibits), and the presentation of the parties, hereby orders:

1. All defined terms contained herein have the same meaning as set forth in the Class Action Settlement Agreement executed by the Settling Parties and filed with this Court as Exhibit E to the Joint Motion for Preliminary Approval of Class Action Settlement (“Settlement Agreement”);

2. The Class Representative and the Defendant, through their counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation;

3. The Court finds that the numerosity, commonality, typicality and adequacy of representation requirements of Mo.R.Civ.P. 52.08 are satisfied, and a class action is an appropriate method for the fair and efficient resolution of the controversy, and that common issues of fact and law predominate and make certification of a class for settlement efficient and appropriate;

4. For purposes of settlement only, pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, the Court hereby certifies that this action may proceed for settlement purposes as a class action on behalf of the following class:

All Missouri citizens who paid a Fee (as defined herein) to the City of St. John or were charged a Fee by the City of St. John, from February 9, 2010 to the date the Order for Preliminary Approval is entered by the Court.

5. Fees are defined as any amounts denominated in any fashion as a “warrant” fee or “failure to appear” fee paid to and/or assessed by the City of St. John by a Class Member during the period from February 9, 2010, to the date the Order for Preliminary Approval is entered by the Court.

6. Donald Eldridge is hereby appointed representative of the Settlement Class;

7. Alicia Campbell and John E. Campbell of Campbell Law LLC are hereby appointed Class Counsel;

8. The terms of the parties’ Class Action Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the notice of the proposed Settlement Agreement to the Class Members who have paid the Warrant Fee and/or Failure to Appear Fee within the class period, as defined in the Class Action Settlement Agreement. This determination permitting notice to the Class is not a finding that the Class Action Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to submit the proposed settlement.

9. The Court grants preliminary approval of all the terms of the Class Action Settlement Agreement, including the proposed injunctive relief, as falling within the range of possible approval and meriting submission to the Settlement Class for its consideration, pursuant to Mo.R.Civ.P. 52.08.

10. Pursuant to Mo.R.Civ.P. 52.08, a Final Approval Hearing shall be held before this Court at 1:00 p.m. on November 19, 2018. At the Final Approval Hearing, the Court will consider: (a) whether the Class Action Settlement Agreement should be finally approved as fair, reasonable, and adequate; (b) whether a final judgment should be entered thereon; (c) whether Class Counsel fairly and adequately protected the interests of the Settlement Class; and (d) whether Class Counsel's application for attorney fees and Class Representative compensation should be approved by the Court;

11. The Court finds that, under the circumstances, the forms of notice described in the settlement documents constitute the best practical notice of the Final Approval Hearing, the Proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Notices, and that such mailing and publication notice constitute sufficient notice to all members of the Settlement Class, and comply fully with the requirements of Mo.R.Civ.P. 52.08, the Constitutions of the United States and the State of Missouri, the Settlement Class Members' rights of due process and all other applicable law;

12. The Court approves the proposed Notices attached to the joint motion, including the Print Publication Legal Notice and Notice of Pendency of Class Action, Proposed Settlement and Hearing, as well as all internet notice described in the Class Action Settlement Agreement. Notice of the proposed settlement and the rights of the Settlement Class Members to opt-in or opt-out of the settlement and/or to become a Claimant shall be provided pursuant to the terms of the Class Action Settlement Agreement;

13. Defendant City of St. John is hereby directed to provide all necessary information regarding the class (as set forth in the Class Action Settlement Agreement) to the Claims Administrator within five days of the entry of this Order. The Publication Legal Notice will be published in the *St. Louis American* and the Notice of Pendency of Class Action, Proposed

Settlement and Hearing and a Claim Form as provided in the Class Action Settlement Agreement will be sent to Settlement Class Members no later than twenty-one (21) days after the entry of this Order;

14. No later than two (2) days prior to the Final Approval Hearing, the Claims Administrator shall file with this Court, and serve on Class Counsel, an affidavit or declaration stating that all aspects of Notice to the Settlement Class were timely completed;

15. The Court takes notice of the proposed attorneys' fees and incentive compensation for the Class Plaintiff as requested in the settlement. The attorney fees and the incentive compensation will be given final review at the Final Approval Hearing;

16. Any papers in opposition to the settlement, including objections, shall be filed with the Court and served no later November 15, 2018. Only individuals who have filed a valid claim for a partial refund from the proposed settlement will be entitled to file an objection;

17. Objections must be in writing and verified by sworn affidavit and must include: (i) the objector's name, address, and telephone number; (ii) the name of this case and the case number; (iii) a clear and concise statement of each objection; and (iv) a written statement explaining the specific reasons, if any, for each objection, including any legal and factual support upon which the objector intends to rely along with any evidence and documents the objector intends to introduce in support of the objection(s);

17. For any party objecting who would like to appear at the Final Approval Hearing, the party must file a Notice of Intent to Appear. The Notice of Intent to Appear must: (i) state how much time the Class Member and/or his attorney anticipates needing to present his or her objection(s), (ii) identify, by name, address, telephone number, the Settlement Class Member making the objection, and provide a detailed summary of the testimony supporting the objection,

(iii) identify the name, address, and telephone number of all witnesses the Settlement Class Member and/or his or her attorney intends to present any testimony from; (iv) identify all exhibits the Settlement Class Member and/or his attorney intends to offer in support of the objection(s) and attach complete copies of all such exhibits; and (v) contain 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 Settlement Class, *i.e.* that the individual paid a Warrant Fee and/or Failure to Appear Fee during the relevant time period;

18. Only persons in the Settlement Class who have filed and served valid and timely notices of objection pursuant to the terms of the Settlement Agreement shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not file and serve an objection in writing to the Class Action Settlement Agreement, to the entry of final judgment, or to the Class Counsel's application for fees, costs, expenses and Class Representative compensation, in accordance with the procedure set forth herein and in the settlement documents, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise;

19. With regard to partial refunds of the Warrant Fee and/or Failure to Appear Fee, this is an opt-in settlement. Only those Class Members who file a claim for a refund will be eligible for a refund. Any Settlement Class Member who chooses to opt-out of the settlement must mail a request for exclusion to the Claims Administrator by November 15, 2018;

20. All costs and expenses of Notice, including all costs charged by the Settlement Administrator, shall be paid from the settlement fund;

21. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the Final Approval Hearing without further notice to the Settlement Class;
and

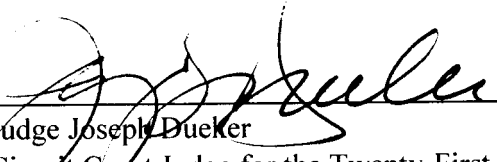
22. In the event the settlement is approved at the Final Approval Hearing, and either the time expires for appeals of the Final Order and Judgment or all appeals of the Final Order and Judgment are concluded, all Settlement Class Members who have not opted-out of the settlement will be deemed to have forever released and discharged all claims in this Lawsuit and all claims against the Defendant for the payment of Warrant Fees and/or Failure to Appear Fees to the Defendant and Defendant charging Warrant Fees and/or Failure to Appear Fees. In the event this settlement is not approved for any reason, the Class Action Settlement Agreement shall be null and void and shall have no effect whatsoever.

SO ORDERED:

Dated:

9-10-18

By: _____


Judge Joseph Dueller
Circuit Court Judge for the Twenty-First
Judicial Circuit, State of Missouri, Division 4