

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

ANDREW SCHROEDER,
individually, and as representative
of a class of similarly-situated persons
and entities,

Case No. 2014-138919-CZ
Hon. Shalina Kumar

Plaintiff,

v.

CITY OF ROYAL OAK,
a municipal corporation,

Defendant.

Gregory D. Hanley (P51204)
Jamie K. Warrow (P61521)
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 Pontiac, County of Oakland
State of Michigan on 6/14/2017
PRESENT: HON. SHALINA KUMAR
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 held a hearing, as noticed, on June 14, 2017 pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated March 22, 2017 (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 Two Million Dollars (\$2,000,000), 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. 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. Insofar as this Final Judgment dismisses the Class claims relating to the Stormwater Charges (as that term is defined in the Agreement), this portion of this Final Judgment is a judgment on the merits.

5. Kickham Hanley PLLC, counsel for the Class and Claims-Escrow Administrator, is hereby awarded attorneys' fees, costs and expenses in the amount of \$809,398.55, to be paid as set forth in the Agreement. Plaintiff Andrew Schroeder is granted an incentive award of \$10,000, to be paid as set forth in the Agreement.

6. The Court takes specific notice of provisions of the Agreement which identify certain alleged overcharges by Oakland County or its agencies for storm water management services provided to Defendant ("Overcharges"). Pursuant to the Agreement, Defendant will assign to the Class members or for their benefit any and all claims for refund of the Overcharges that it has or may have against Oakland County Michigan and its affiliates, political subdivisions, agents, employees or officers including, but not limited to, the Oakland County Water Resources Commissioner, the Southeast Oakland County Sewage Disposal District, the George W. Kuhn Drainage Districts, and any other entity that imposed or imposes the Overcharges. Kickham Hanley PLLC is hereby appointed trustee of a litigation trust hereby established for the benefit of the Class members. As trustee, Kickham Hanley PLLC is authorized to pursue the claim for a refund of the Overcharges by lawsuit against Oakland County or its aforesaid agencies. Kickham Hanley PLLC is approved as counsel to the trust. Any monetary recovery from pursuit of the claim will be distributed, after counsel fees and costs, to the Class members based upon the methodology used for distributing the Settlement Fund. In the event the Oakland County Action is resolved through a settlement, that settlement, and any request by Class Counsel for an award of fees and expenses, will be subject to the same Court approval processes as those applied to the Settlement Fund. In the

event that there is a monetary recovery in Oakland County Action by way of a litigated judgment, any request by Class Counsel for an award of fees and expenses will be subject to the same Court approval processes as those applied to the Settlement Fund.

7. Without any further action by anyone, Plaintiffs and all members of the Class as certified by the Order dated April 1, 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:

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, elected and appointed officials, 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 January 31, 2017 concerning (a) the City's calculation or assessment of Rates or Charges; (b) the components of costs included in the Rates; and/or (c) the City's Water and Sewer Fund balance. This release is intended to include all claims that were asserted or could have been asserted in the Lawsuit concerning the City's Rates and/or 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. The foregoing shall not affect the claims of any Class Member whose individual water and sewer bills were calculated in error on the basis of facts or circumstances unique to such class Member and not based on the claims that were or could have been asserted by the Class in the Lawsuit.

8. If the City complies with the prospective relief described in the Agreement for the duration of the Prospective Relief Period as defined in the Agreement, the Class Members who receive refunds as part of the settlement shall then release and waive any and all claims which arise during the FY 2017 (July 1, 2016 through June 30, 2017) and FY 2018 (July 1, 2017 through June 30, 2018) Periods that could be brought challenging the City's inclusion of the Kuhn Facility Debt Charge in establishing the Rates for the FY 2017 and FY 2018 Periods.

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

10. The provisions of paragraph 9 hereof respecting the retention of jurisdiction shall not affect the finality of this judgment as to matters not reserved.

IT IS SO ORDERED:

Dated: June 14, 2017.

/s/ Shalina Kumar
Oakland County Circuit Court Judge **BB**
SHALINA KUMAR

We hereby stipulate to the entry of the above order.
Approved as to form and substance:

/s/ Gregory D. Hanley
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Edward F. Kickham Jr. (P70332)
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