

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

**FILED**

NOV 19 2018

JOAN M. GILMER  
CIRCUIT CLERK, ST LOUIS COUNTY

DONALD ELDRIDGE, ON BEHALF OF )  
HIMSELF AND ALL OTHERS )  
SIMILARLY SITUATED, )  
 )  
Plaintiff, )  
 ) Cause No: 15SL-CC00456  
vs. )  
 ) Division 4  
CITY OF ST. JOHN, )  
 )  
Defendant. )

**ORDER AND JUDGMENT  
OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

On September 10, 2018, this Court preliminarily approved this settlement. At that time, this Court Certified this case as a class for settlement purposes. At that time, this Court appointed Alicia Campbell and Campbell Law to serve as Class Counsel;

At this time, the Court further finds and orders each of the following:

1. Notice in this case was completed by the administrator, Dahl Inc. a nationally known class-administration firm with significant experience. The Court recognizes and approves the content of the Affidavit provided by Dahl, Inc. regarding the notice.
2. The Court finds that there were no opt-outs and no objections to this settlement.
3. The Court finds that all aspects of Class Notice were accomplished in accordance with this Court's preliminary approval of this settlement.
4. This Court recognizes that this case constitutes complex litigation: it involved issues of first impression, sovereign immunity, statutory construction, the voluntary payment doctrine, and res judicata. Class Counsel worked diligently on the case and moved it towards

settlement more quickly than would be expected. This was a result of aggressive, persistent litigation. Further, the benefits to the class are significant, representing a result that is better, in some regards, than could have been obtained through a judgment.

5. Here, the amount of attorney fees St. John has agreed to pay is \$95,000, which amounts to less than 18% of the total benefit to the Class (approximately \$490,275). This amount of fees does not value the fact that Warrant Fees and Failure to Appear Fees assessed but not paid will be entirely forgiven. The Court notes that counsel has waived the right to recover expenses, agreeing to deduct those from their fees, rather than from the Class' recovery.

6. As a result, the total fees are fair. This case is complex: it involved issues of first impression, sovereign immunity, statutory construction, the voluntary payment doctrine, and *res judicata*. Class Counsel worked diligently on the case and moved it towards settlement more quickly than would be expected. This was a result of aggressive, persistent litigation. Further, the benefits to the Class are significant, representing a result that is better, in some regards, than could have been obtained through a judgment. Finally, attorneys' fees were negotiated at arms-length, and only *after* the Class' benefits were agreed upon.

7. Based on the above, the requested attorney's fees are extremely fair.

8. Mr. Eldridge will be paid \$2500 for his work in serving as Class Representative.

9. The Court hereby awards Attorneys' Fees, Administration Expenses and Class Plaintiff Compensation as described above and also set forth in the Settlement Agreement. Having been apprised that there are 235 total valid claims to date, for which repayment of the total amount of \$23,163.00 will be made to the Class Members, the Court hereby approves a modification of the Settlement Agreement whereby the settlement fund to be paid to Dahl Administrators by the City of St. John is reduced from \$217,900.00 to \$150,000.00. The Court expressly finds that this

sum of money will be sufficient to make payment of all amounts to be paid from the settlement fund. All other aspects of the Settlement Agreement shall remain unchanged and in force.

10. Further, this Court hereby:

- a. Finds that all things ordered by this Court in its order of preliminary approval have been accomplished.
- b. Finds that Class Counsel has fairly and adequately protected the interests of the Settlement Class; and
- c. Finds that all requirements of statutes, rules, and the Missouri and Federal Constitution necessary to effectuate this Agreement have been met and satisfied;
- d. Gives final approval to the Settlement Agreement as fair, reasonable, and adequate to the Class Members;
- e. Gives final approval to all terms of the Settlement Agreement and orders the Parties to comply with the terms of the Settlement Agreement;
- f. Approves Class Counsel's application for attorneys' fees and Class Representative compensation and orders the City of St. John to pay those attorneys' fees of \$95,000 and Class Representative compensation in the amount of \$2500 in accordance with terms of the Settlement Agreement.
- g. Recognizes that by entering into the Settlement Agreement, Defendant City of St. John has not admitted to any wrongdoing or liability on its part and denies the same. The Court recognizes that this Settlement Agreement between the Parties is a compromise of disputed claims.
- h. Orders that all members of the Settlement Class, their heirs, executors, administrators, successors, and assigns are bound by this Final Judgment.

- i. Reaffirms all aspects of this Court's earlier Order of Preliminary Approval as Final rulings.
- j. Orders that the City of St. John, and all of its respective affiliates, predecessors, operating units, related corporations, successors and assigns, officers, agents, representatives, insurers, and all of their past, present, and future employees, supervisors, officers, directors, shareholders, agents, elected and appointed officials, municipal administrators, municipal judges, municipal prosecutors, attorneys, insurers, and any person or entity which can be held jointly and severally liable with any of them (Released Parties), are released and forever discharged from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, costs, attorney fees, fixed or contingent, that were, could have been, or should have been asserted by the Plaintiff or any member of the Class against the Released Parties based upon or related in any way to the payment of Warrant Fees and Failure to Appear Fees to the City of St. John and the City of St. John charging Warrant Fees and Failure to Appear Fees that are the subject of the present lawsuit and for any claim asserted, or that could have been asserted in the present lawsuit and the Class Action Petition in Cause No. 15SL-CC00456 arising out of the payment of Warrant Fees and Failure to Appear Fees to the City of St. John and the City of St. John charging Warrant Fees and Failure to Appear Fees, with this Release to specifically apply to all Class Members.
- k. Orders all provisions entered into by the Parties as set forth in the Settlement Agreement.

