

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release dated June 8, 2021 (the “Agreement”), is made and entered into by and among: (i) Class Representative Plaintiffs Miles Black, Melissa Black a.k.a. Melissa Hyde, Lorraine Morris, John Perfette, Samuel Rotz, and John Beal (“Class Representatives” or “Plaintiffs”) and (ii) Defendant Blue Line Solutions, LLC (“Blue Line”) (collectively, the “Settling Parties”). The Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) as against Blue Line (as defined herein) only, subject to the approval of the Court and the terms and conditions set forth in this Agreement.

### **I. RECITALS**

WHEREAS, on July 16, 2018, Plaintiffs commenced a putative class action lawsuit styled *Black, et al., v. City of Girard, et al.*, in the Trumbull County, Ohio Court of Common Pleas, Case No: 2018 CV 1256, asserting the following claims against Blue Line and the City of Girard, Ohio (“Girard”) (collectively, “Defendants”) in connection with Defendants’ issuance of Notices of Violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16 to registered owners/lessees of vehicles traveling westbound on Interstate-80 through Girard between December 7, 2017 and January 7, 2018: (1) Declaratory Judgment; (2) Equitable Restitution; (3) Violation of Ohio’s Consumer Sales Practices Act, R.C. § 1345.01, *et seq.* (“CSPA”); and (4) Civil Conspiracy (the “Action”);

WHEREAS, on November 20, 2018, the Court issued an Order Denying in Part and Granting in Part Defendants’ Motions to Dismiss the Complaint, dismissing only the claim under the CSPA;

WHEREAS, on July 10, 2019, the Court Granted Plaintiffs’ Motion for Class Certification

pursuant to Civ. R. 23(A), Civ. R. 23(B)(1)(a), and Civ. R. 23(B)(3), appointing DannLaw and Zimmerman Law Offices, P.C. as Class Counsel, designating Plaintiffs as Class Representatives, and certifying the following Class and Subclasses:

**General Class:** All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard.

**Subclass 1:** All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard, and who paid any fines, penalties or fees related to the citation.

**Subclass 2:** All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard, who have not paid any fines, penalties or fees related to the citation, and whose citation was not found not liable at a hearing.

WHEREAS, Blue Line and Girard filed separate appeals of the class certification order, and on April 20, 2020, the Court of Appeals for the Eleventh Appellate District affirmed the class certification decision of the Court of Common Pleas in two decisions, Case Nos. 2019-T-0050 and 2019-T-0053;

WHEREAS, on August 18, 2020, the Ohio Supreme Court did not accept for review the appeals of Blue Line and Girard;

WHEREAS, the Settling Parties are willing to enter into this Agreement to settle the claims of the Settlement Class because of, among other reasons, the attendant expense, risks, difficulties, delays, and uncertainties of continued litigation;

WHEREAS, Plaintiffs and Class Counsel believe their claims have merit and that Plaintiffs would prevail on their claims should they proceed to trial, but have concluded, based on their

investigation, that this Settlement provides fair, reasonable, and adequate relief to the Settlement Class, and is in the best interest of the Settlement Class, after having considered (a) the benefits that the Settlement Class will receive from this Agreement, (b) the attendant risks of continuing the litigation against Blue Line, and (c) the desirability of permitting the Settlement to be consummated on the terms set forth below, subject to approval of the Court;

WHEREAS, Blue Line avers that it has acted lawfully and in compliance with all applicable, statutes, regulations, and laws; denies all claims asserted against it in the Litigation; denies all allegations of wrongdoing and liability; and denies that anyone was harmed by the alleged relevant conduct. Nevertheless, Blue Line desires to settle the Released Claims (defined below) on the terms and conditions set forth in this Agreement solely for the purpose of avoiding the burden, expense, risks and uncertainty of continuing the proceedings in the Litigation, without in any way acknowledging any wrongdoing, fault, liability, or damages to Plaintiffs or the Settlement Class or conceding that it engaged in the alleged conduct or the truth of any other allegations in the complaint filed in the Action; and

WHEREAS, Plaintiffs and Blue Line have therefore each independently determined that it is desirable and beneficial for the claims against Blue Line to be fully and finally resolve in the manner and upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Settling Parties, through counsel, and subject to Court approval, as follows:

## **II. TERMS OF THE AGREEMENT**

### **1. Definitions**

**1.1** “Action” means the lawsuit brought by the Plaintiffs against Blue Line and Girard in the Trumbull County, Ohio Court of Common Pleas, Case No. 2018 CV 1256.

**1.2** “Administrative Costs” means reasonable fees and expenses charged by the Settlement Administrator for all tasks the Settlement Administrator and any third parties retained by the Settlement Administrator perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Agreement, estimated to be approximately \$17,518.

**1.3** “Blue Line” means Blue Line Solutions, LLC, its owners, parent, subsidiaries, affiliates, members, officers, directors, employees, shareholders, attorneys, administrators, successors, and predecessors. The City of Girard, Ohio, including its former and current agents, employees and elected office holders, are expressly not included in the definition of “Blue Line.”

**1.4** “Class Representatives” means Plaintiffs in the Action, Miles Black, Melissa Black a.k.a. Melissa Hyde, Lorraine Morris, John Perfette, Samuel Rotz, and John Beal.

**1.5** “Class Counsel” means the Court-appointed class counsel in the Action, DannLaw and Zimmerman Law Offices, P.C.

**1.6** “Class List” means a list in editable Microsoft Excel format, or such other manipulable format as directed by the Settlement Administrator, which shall contain the following information for each Settlement Class Member: first and last name, last known address, citation number, amounts owed, amount paid, and date of payments.

**1.7** “Class Notice” means the Direct Notice and the Detailed Notice to Class Members substantially in the forms attached hereto as Exhibits A-1 and A-2, respectively.

**1.8** “Class Period” means the period beginning on December 7, 2017 through, and including, January 7, 2018.

**1.9** “Court” means the Trumbull County, Ohio Court of Common Pleas.

**1.10** “Defendants” means Blue Line and Girard.

**1.11** “Effective Date” means the first business day after the last of the following conditions have been satisfied: (a) all Settling Parties and Class Counsel have executed this Agreement; (b) the Court has entered the Final Approval Order; and (c) the Final Approval Order has either been upheld through the resolution of appeals or other form of review, or all time to appeal has expired. For purposes hereof, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s request for attorneys’ fees, costs, and expenses and for Incentive Awards to the Class Representatives. The failure of any of (a)–(c) to occur means this Agreement will not become effective.

**1.12** “Final Approval” means the approval of the Settlement by the Court at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

**1.13** “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with the Court’s Preliminary Approval Order, and where the Court will: determine whether to grant final approval of the Agreement; rule on Class Counsel’s application for attorneys’ fees, costs, and expenses and Class Representative Incentive Awards; and consider whether to enter the Final Approval Order.

**1.14** “Final Approval Order” means an order, to be entered by the Court, which, among other things, fully and finally approves the Settlement and dismisses the Action as against Blue Line only, with prejudice, and retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement. Class Representatives will submit a proposed Final Approval Order, substantially in form of Exhibit C attached hereto, as an exhibit to their Motion for Final Approval.

**1.15** “Girard” means the City of Girard, Ohio, including its former and current agents, employees, elected office holders officers, directors, attorneys, administrators, successors, and predecessors.

**1.16** “Incentive Award” means any award sought by application to and approval by the Court that is payable to any of the Class Representatives to compensate them for their efforts in bringing the Action, and achieving the benefits identified herein on behalf of the Settlement Class.

**1.17** “Litigation” means the Action and any appeals taken in and from the Action.

**1.18** “Motion for Preliminary Approval” means the motion, to be filed by Class Representatives, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

**1.19** “Net Settlement Fund” means the Settlement Fund reduced by (1) Administrative Costs, and (2) attorneys’ fees, costs, and expenses, and Class Representative Incentive Awards, as awarded by the Court.

**1.20** “Notice Date” means the date on which the Settlement Administrator has fully disseminated the Class Notice as required by the Preliminary Approval Order.

**1.21** “Notice Plan” means the plan for disseminating notice to Settlement Class Members.

**1.22** “Objection” means an objection filed with the Court by a Member of the Settlement Class, objecting to any aspect of the Settlement in accordance with the procedures set forth in the Preliminary Approval Order.

**1.23** “Objection Deadline” means the date forty-five (45) days after the Notice Date.

**1.24** “Opt Out” means a request by a Member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order.

**1.25** “Opt Out Deadline” means the date forty-five (45) days after the Notice Date.

**1.26** “Preliminary Approval” means the preliminary approval of the Settlement by the Court, and entry on the Court’s docket of the Preliminary Approval Order.

**1.27** “Preliminary Approval Order” or “Proposed Preliminary Approval Order” means the order, substantially similar in form as Exhibit B attached hereto, granting preliminary approval of the Settlement, approval of the method and content of Notice Plan to the Settlement Class Members, and setting a schedule for the Final Approval Hearing.

**1.28** “Qualifying Citations” means all Notices of Violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16 sent to Settlement Class Members for allegedly traveling in excess of 55 m.p.h. in the westbound lane of Interstate 80 through Girard between December 7, 2017 and January 7, 2018.

**1.29** “Qualifying Payments” means the amount of money paid to satisfy all or part of a Qualifying Citation for fines, penalties, and fees arising out of the issuance of a Qualifying Citation.

**1.30** “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims” as defined below), whether in law or in equity, direct or indirect, whether individual or representative, of every nature and description whatsoever, including but not limited to any based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against Blue Line and its insurer, that arose during the Class Period, and which arise or are based in any manner

whatsoever on the same facts, claims, theories and allegations as asserted or could have been asserted in the Action. “Released Claims” does not include claims relating to the enforcement of the settlement. “Released Claims” also does not include any claims whatsoever that Plaintiffs or any other Settlement Class Member may have against Girard, and the Settling Parties acknowledge that the Action shall continue against Girard.

**1.31** “Released Plaintiffs” means Class Representatives and all Settlement Class Members.

**1.32** “Releasing Defendant’s Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims” as defined below), whether in law or in equity, direct or indirect, whether individual or representative, of every nature and description whatsoever, including but not limited to any based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Class Representatives, Settlement Class Members, and Class Counsel, or any of them, that arose during the Class Period, and which arise out of or relate to a Qualifying Citation or a Qualifying Payment, or arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation or the Released Claims against Blue Line and its insurer. “Releasing Defendant’s Claims” does not include claims relating to the enforcement of the settlement.

**1.33** “Releasing Plaintiffs” means Class Representatives and all Settlement Class Members.

**1.34** “Settlement Administrator” means KCC Class Action Services, LLC, the



independent entity selected by the Settling Parties to implement the Notice Plan and administer the Settlement.

**1.35** “Settlement” means the settlement into which the Settling Parties have entered to resolve the Litigation. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

**1.36** “Settlement Class” means the same as the General Class and Subclasses certified in the Court’s July 10, 2019 Order:

All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard.

Subclass 1: All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard, and who paid any fines, penalties or fees related to the citation.

Subclass 2: All persons and entities who were issued a citation for allegedly traveling in excess of 55 m.p.h. in violation of Girard City Ordinance 333.03 and/or Traffic Code Ordinance 8069-16, between December 7, 2017 and January 7, 2018, in the westbound lane of Interstate 80 within the municipal limits of the City of Girard, who have not paid any fines, penalties or fees related to the citation, and whose citation was not found not liable at a hearing.

Excluded from the “Settlement Class” are: Defendants and their agents; the Judge to whom this case is assigned and the Judges’ immediate family; any person who submits a timely request for exclusion from the Settlement Class; any persons who have had their claims in this matter finally adjudicated and/or otherwise released; and the legal representative, successors, and assigns of any such excluded person. Blue Line stipulates and agrees for purposes of effectuating this Agreement that certification of the Settlement Class is appropriate and warranted.

Class Counsel believes based on information provided by Defendants that the Settlement Class consists of 6,038 members.

**1.37** “Settlement Class Member” or “Member of the Settlement Class” means a member of the Settlement Class.

**1.38** “Settlement Fund” means One Hundred Seventy-Five Thousand U.S. Dollars (\$175,000) paid by Blue Line to the Settlement Administrator within fourteen (14) days after the Court enters the Preliminary Approval Order.

**1.39** “Settling Parties” means Blue Line, Class Representatives, and Settlement Class Members. Girard is not one of the Settling Parties.

**1.40** “Unknown Claims” means any Released Claims that a Releasing Plaintiff does not know or suspect to exist in his, her, or its favor at the time of the release, which, if known might have affected his, her, or its settlement with and release of the Blue Line, or might have affected his, her, or its decision not to object to this Settlement or seek exclusion from this Settlement, and (ii) any Releasing Defendant’s Claims that Blue Line does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Plaintiffs and Class Counsel. With respect to any and all Released Claims and Releasing Defendant’s Claims, the Settling Parties stipulate and agree that, upon the Effective Date, and by operation of the final judgment, the Settling Parties shall expressly waive the provisions, rights, and benefits of any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

## **2. The Settlement Benefits**

**2.1** Within fourteen (14) days after the Court enters the Preliminary Approval Order, Blue Line shall provide the Class List to the Settlement Administrator, as set forth in Section 1.6.

**2.2** Within fourteen (14) days after the Court enters the Preliminary Approval Order, Blue Line shall pay \$175,000 to the Settlement Administrator, in accordance with written instructions provided by the Settlement Administrator, to create the Settlement Fund. The Settlement Fund will be allocated in the following order: (i) Administrative Costs; (2) Court-approved attorneys' fees, costs, and expenses and Class Representative Incentive Awards; and (3) distribution of the Net Settlement Fund pursuant to Section 2.3.

**2.3** The proceeds of the Net Settlement Fund shall be distributed pro rata to Settlement Class Members who have been identified from Defendants' records as having made a Qualifying Payment. The payments will be made by check to the addresses where Direct Notice was sent as provided in the Class List, unless directed otherwise by a Settlement Class Member in writing. Amounts payable under this Settlement will be combined with any recovery obtained from Girard, if any, and one check will issue for each Settlement Class Member. Checks will be void after one hundred eighty (180) days of issuance.

**2.4** Within thirty (30) days after all Settlement checks are void, any amounts outstanding for uncashed checks will be paid to Community Legal Aid Services, Inc., in Warren, Ohio. In no event shall any amount of the Settlement Fund revert to Blue Line.

**2.5** As of the Effective Date, Blue Line shall cease all efforts to enforce Qualifying Citations, or to collect on any outstanding amounts owing for Qualifying Citations, or to collect any interest Blue Line has in any amounts owing related to Qualifying Citations or Qualifying Payments. To the extent Blue Line is involved in any administrative or court proceedings relating

to Qualifying Citations, Blue Line shall cease all such efforts upon the Effective Date.

### **3. Preliminary Approval and Final Approval Hearing**

**3.1** After execution of this Agreement, Class Counsel shall submit the Agreement together with its exhibits to the Court and shall seek entry of the Preliminary Approval Order, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Agreement, approving the Notice Plan and directing that the Notice Plan be commenced, and setting a date for the Final Approval Hearing. A proposed Preliminary Approval Order is attached to this Agreement as Exhibit B.

**3.2** Class Counsel shall request that after notice to Settlement Class Members is given in accordance with the Notice Plan, the Court hold a Final Approval Hearing and approve the Settlement as set forth herein. At the Final Approval Hearing, Class Counsel shall also request that the Court approve their request for attorneys' fees, costs, and expenses, and Class Representative Incentive Awards.

### **4. Notice Plan**

**4.1** Notice of the Settlement set forth in this Agreement will be coordinated with notice regarding the ongoing Action against Girard. The Notice will include general information regarding the terms of the Settlement set forth in the Agreement and the date of the Final Approval Hearing. In addition, the Notice will explain that the Action against Girard continues and will provide general information regarding how the ongoing litigation will impact Settlement Class Members' rights.

**4.2** Within seven (7) days after the Court enters a Preliminary Approval Order, Blue Line shall provide to Class Counsel and the Settlement Administrator, in editable Microsoft Excel format or such other manipulable format as directed by the Settlement Administrator, the Class

List which shall contain the following information for each Settlement Class Member: first and last name, last known address, citation number, amounts owed, amount paid, and date of payments.

**4.3** Direct Notice via first class U.S. mail will be sent to all Settlement Class Members no later than twenty-one (21) days after Blue Line provides the complete Class List to the Settlement Administrator pursuant to Section 4.2. The contents of the Direct Notice shall be substantially as illustrated in Exhibit A-1.

**4.4** No later than twenty-one (21) days after Blue Line provides the Class List to the Settlement Administrator pursuant to Section 4.2, the Settlement Administrator shall establish the Settlement Website to be activated on the Internet. The Settlement Website shall include a telephone number of the Settlement Administrator for Settlement Class Members to call for information, links to the Detailed Notice (substantially as shown in Exhibit A-2), relevant case documents in connection with the Litigation, this Agreement, and the Court's class certification order, and information about upcoming relevant dates and deadlines, including the Final Approval Hearing.

**4.5** No later than thirty-five (35) days after the Settlement Administrator mails the Direct Notice pursuant to Section 4.3, the Settlement Administrator shall provide a Declaration to Class Counsel attesting that all forms of Class Notice were provided as required by the Preliminary Approval Order.

## **5. Releases**

**5.1** Upon the Effective Date, all Releasing Plaintiffs and anyone claiming through or on behalf of any of them, shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against Blue Line and its insurer only. The Releasing Plaintiffs do not release any claims whatsoever against Girard. Upon the Effective Date, the Releasing

Plaintiffs will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceedings in any court of law or equity, arbitration tribunal, or administrative forum, asserting any Released Claim against Blue Line; however, the Releasing Plaintiffs shall continue their Litigation against Girard on behalf of themselves and the Classes certified by the Court.

**5.2** Upon the Effective Date, Blue Line and its insurer shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Releasing Defendant's Claims against the Released Plaintiffs and Class Counsel, whether arising under federal, state, common or foreign law. Upon the Effective Date, Blue Line will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Releasing Defendant's Claims against any of the Released Plaintiffs or Class Counsel.

**5.3** In exchange for the releases and other consideration set forth herein, including full payment of the Settlement Fund, Class Representatives will dismiss Blue Line with prejudice from the Litigation as set forth herein. The Litigation will continue in all other respects against Girard.

**5.4** The Settling Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Settling Parties and the Settlement Class Members to interpret and enforce the terms, conditions, and obligations under this Agreement.

## **6. Settlement Administration**

**6.1** Class Members will be given an opportunity to request to be excluded from the Settlement Class and/or the General Class and Subclasses certified by the Court in the July 10, 2019 Order. Any Settlement Class Member who wishes to opt out of either (1) the Settlement Class or (2) the General Class and Subclasses certified by the Court must submit a complete and

timely written request for exclusion on or before the Opt Out Deadline, in the manner specified in the Court's Preliminary Approval Order and Class Notice. *See* Exhibit B. In order to exercise the right to be excluded, a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator providing their name and address, their physical signature, the case name and court number of the Action, and a statement that they wish to be excluded. Group opt outs, including "mass" or "class" opt outs are prohibited. To be timely, the written request must be postmarked by the Opt Out Deadline. Any person who timely opts out pursuant to this Section 6.1 shall not be bound by any orders or the Final Approval Order entered in the Action, not be entitled to relief under this Agreement, and will not be entitled to object to any aspect of this Settlement.

**6.2** A Settlement Class Member may opt out of the General Class and Subclasses certified by the Court, and consequently be opted out of this Settlement, or a Settlement Class Member may remain in the General Class and Subclasses certified by the Court and opt out of this Settlement.

**6.3** Any Settlement Class Member who does not opt out and wishes to object to the fairness, reasonableness, or adequacy of the Settlement set forth in this Agreement, or the application of Class Counsel for attorneys' fees, costs, and expenses, and Class Representative Incentive Awards, must do so in a timely manner, as specified in the Court's Preliminary Approval Order. The Detailed Notice shall state that any objection to this Settlement, and any papers submitted in support of the objection will be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, the person making the objection files notice of an intention to do so and at the same time: files copies of any papers they propose to be submitted at the Final Approval Hearing with the Clerk of the Court of Common Pleas, Trumbull County, Ohio,

and sends copies of the papers by mail, hand delivery, or overnight delivery service to the following:

**To Class Counsel:**

Thomas A. Zimmerman, Jr.  
Zimmerman Law Offices, P.C.  
77 W. Washington Street, Suite 1220  
Chicago, Illinois 60602

**To Blue Line:**

Robert S. Yallech  
Reminger Co., LPA  
11 Federal Plaza Central, Suite 1200  
Youngstown, Ohio 44503

Any Settlement Class Member who intends to object to this Settlement must include in the written objection: (a) their name and address; (b) their arguments, citations, reasons, and evidence supporting their objection; (c) a statement that they are a Settlement Class Member; (d) the citation numbers of all Qualifying Citations they were issued; (e) their physical signature; (f) a statement indicating whether they intend to appear at the Final Approval Hearing with or without counsel. Any Settlement Class Member who fails to object in the manner prescribed in the Preliminary Approval Order shall be deemed to have waived their objections and be forever barred from making any such objections in the Action or in any other action or proceeding. While the statements described above in this paragraph are prima facie evidence that the objector is a member of the Settlement Class, subject to verification based on the parties' records, in the event of inaccuracies or inconsistencies in the statements, any of the Settling Parties may take limited discovery regarding the matter, subject to Court approval.

**7. Class Counsel's Attorneys' Fees, Costs, and Expenses, and Class Representative Incentive Awards**

**7.1** Settling Parties agree that Class Counsel may petition the Court for distribution from the Settlement Fund for: (a) attorneys' fees in an amount not to exceed one-third of the



Settlement Fund, *i.e.*, \$58,333; plus (b) costs and expenses incurred in connection with prosecuting the Litigation. Any such petition shall be filed no later than seven (7) days before the Opt Out and Objection Deadline.

**7.2** Settling Parties agree that Class Counsel may petition the Court for Incentive Awards to the Class Representatives in an amount not to exceed \$1,000 for each Class Representative. Any such petition shall be filed no later than seven (7) days before the Opt Out and Objection Deadline.

**7.3** Any attorneys' fees, costs, and expenses, and any Incentive Awards to the Class Representatives, awarded by the Court shall be paid to Class Counsel from the Settlement Fund, as ordered by the Court, within seven (7) days after the Effective Date.

**7.4** In the event that the Effective Date does not occur, or the Final Approval Order or order awarding such fees and expenses is reversed or modified, and in the event that the fees and expenses have been paid, then Class Counsel who have received any portion of the fees and expenses shall within thirty (30) days after receiving notice from Blue Line refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund.

**7.5** The procedure for and the allowance or disallowance by the Court of any petitions by Class Counsel for attorneys' fees, costs, and expenses and Class Representative Incentive Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and any order or proceeding relating to the petition for attorneys' fees, costs, and expenses and Class Representative Incentive Awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement, or affect or delay the finality of the Final Approval Order and any Judgment approving the Agreement.

## **8. Termination and Preservation of Rights**

**8.1** If all of the conditions contained in the definition of the Effective Date are not met, then this Agreement shall be canceled and terminated, unless the Settling Parties mutually agree in writing to proceed with the Agreement.

**8.2** The Agreement is admissible in the Court solely for the purposes of effectuating and enforcing this Settlement. If the Agreement does not receive the Preliminary Approval of the Court or the Final Approval Order is not entered, any and all rights of the Settling Parties existing prior to the execution of this Agreement shall be preserved, and the Action shall proceed in all respects as if the Agreement and any related orders had not been entered. In such event, none of the terms of this Agreement shall be admissible in any trial or otherwise used against any of the Settling Parties, except to enforce the terms hereof that relate to the Settling Parties' obligations upon termination. Blue Line shall have no right of reimbursement from any person, including Plaintiffs and Class Counsel, for any Administrative Costs incurred up to the date this Agreement is terminated. Any portion of the Settlement Fund remaining, including any amounts for attorneys' fees, costs, and expenses shall be returned to Blue Line within twenty-one (21) days by the person who received such amounts.

## **9. Miscellaneous Provisions**

**9.1** Exhibits. The exhibits to this Agreement are integral parts of the Settling Parties' agreement and are incorporated by reference as if set forth herein.

**9.2** The Settling Parties agree that the terms of this Settlement were negotiated at arm's length and in good faith and reflect a Settlement that was reached voluntarily after consultation with experienced legal counsel.

**9.3** Review by Attorney. The parties to this Agreement agree that they have read and

understand this Agreement, and that this Agreement has been reviewed by their respective attorneys. The parties to this Agreement agree and understand that no promises or representations other than those that appear in this Agreement have been made to them by the other party or by any attorney representing the other party.

**9.4** Authorization to Sign. The persons executing this Agreement represent that they have been duly authorized to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Agreement in order to effectuate its terms. Each person represents and warrants that they have not assigned any claims that they may have against the other.

**9.5** Entire Agreement. This Agreement constitutes the entire agreement between the parties to the Agreement, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them.

**9.6** Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

**9.7** Cooperation. Class Counsel and Blue Line and its counsel agree to cooperate fully with one another in seeking Court entry of the Preliminary Approval Order and Final Approval Order for this Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain and bring about the Effective Date.

**9.8** Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which are identical.

**9.9** Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the State of Ohio. The parties agree that the Court should retain

jurisdiction to enforce this Agreement. All obligations contained in this Agreement are to be performed in Trumbull County, Ohio. Any lawsuit to enforce this Agreement must be filed in the Court of Common Pleas, Trumbull County, Ohio.

**9.10** Construction of this Agreement. Terms contained herein shall not be construed against a party merely because that party or its attorney is or was the principal drafter. It is understood and agreed that should any provision, portion, or term of this Agreement be declared unlawful, null, void or against public policy or illegal, such declaration or determination shall have no effect upon the enforceability of the remaining provisions, portions, or terms of this Agreement and that this Agreement shall remain in full force and effect.

**9.11** Modification of Agreement. This Agreement may not be changed, modified or assigned except by written agreement of the Parties.

Signatures on following pages

CLASS REPRESENTATIVES:

Date: June \_\_\_\_, 2021

*Miles Black* 06 / 08 / 2021

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Miles Black

Date: June \_\_\_\_, 2021

*Melissa Black* 06 / 08 / 2021

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Melissa Black a.k.a. Melissa Hyde

Date: June \_\_\_\_, 2021

*Lorraine Morris* 06 / 09 / 2021

---

Lorraine Morris

Date: June \_\_\_\_, 2021

*John Perfette* 06 / 08 / 2021

---

John Perfette

Date: June \_\_\_\_, 2021

*Samuel C. Rotz* 06 / 08 / 2021

---

Samuel Rotz

Date: June \_\_\_\_, 2021

*John Beal* 06 / 09 / 2021

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John Beal

CLASS COUNSEL:

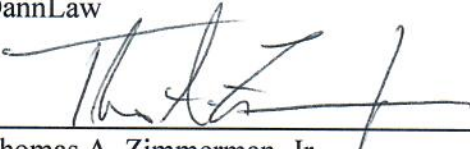
Date: June \_\_, 2021

Date: June 8, 2021

*marc Dann* 06/08/2021

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Marc E. Dann  
DannLaw



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Thomas A. Zimmerman, Jr.  
Zimmerman Law Offices, P.C.

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DEFENDANT BLUE LINE SOLUTIONS, LLC:

Date: June 4, 2021

By: Mark Hutchinson

Its: CEO