

EXHIBIT C – [proposed] Final Approval Order

**IN THE COURT OF COMMON PLEAS
TRUMBULL COUNTY, OHIO**

MILES BLACK, et al. , individually, and on behalf of)	
all others similarly situated,)	
)	
Plaintiffs,)	Case No. 2018 CV 1256
v.)	
)	
CITY OF GIRARD, OHIO, and BLUE LINE)	
SOLUTIONS, LLC,)	Hon. Andrew D. Logan
)	
Defendants.)	
)	

**[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
AS TO DEFENDANT BLUE LINE SOLUTIONS, LLC**

The Court, having considered the Motion and Memorandum in Support of Final Approval (the “Motion for Final Approval”) of a proposed class action settlement of the claims of Plaintiffs MILES BLACK, MELISSA BLACK a.k.a. MELISSA HYDE, LORRAINE MORRIS, JOHN PERFETTE, SAMUEL ROTZ, and JOHN BEAL (collectively, “Class Representatives” or “Plaintiffs”) against Defendant BLUE LINE SOLUTIONS, LLC (“Blue Line”) only, and having duly considered the papers and arguments of counsel, Plaintiffs’ Motion for Final Approval is hereby GRANTED and it is hereby ORDERED, ADJUDGED, and DECREED THAT:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to them in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.
3. On July 10, 2019, the Court granted Plaintiffs’ motion for class certification and certified 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.

Excluded from the Class and Subclasses 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 the Settlement Agreement that certification of the Settlement Class is appropriate and warranted.

4. On _____, 2021, the Court entered a Preliminary Approval Order, approving the Settlement with Blue Line as fair, reasonable, and adequate, and approving the Notice Plan.

5. This Court now affirms certification of the Settlement Class for settlement purposes and finally approves the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class. The reasonable relief offered by the Settlement, the relative strengths and weaknesses of the claims, and the fact that the Settlement Agreement is the result of non-collusive

arm's length negotiations, support this finding. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against Blue Line. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and defenses asserted in the Action, and the potential risks and likelihood of success of alternatively pursuing trial on the merits.

6. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The appointment of DannLaw and Zimmerman Law Offices, P.C. as Class Counsel is hereby confirmed, with the Court finding that each of the Class Counsel are competent and experienced in the areas of consumer and class litigation.

7. The Court finds that Class Notice was disseminated in accordance with the Court's Preliminary Approval Order, and Class Notice to Settlement Class Members by U.S. mail, and through the establishment of a Settlement Website that contained, *inter alia*, the Detailed Notice, fully complied with due process and constituted the best notice practicable under the circumstances.

8. Accordingly, the Settlement Agreement is hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms.

9. The Court awards to Class Counsel \$ _____ as attorneys' fees for the prosecution of the Action as against Blue Line. The Court finds that these fees are fair and reasonable.

10. The Court awards to Class Counsel \$ _____ as reimbursement for court costs and other litigation expenses reasonably incurred in prosecution of the Action, finding that

this amount is fair and reasonable.

11. The Court awards \$_____ to each of the six Class Representatives for their time and effort serving the Settlement Class in the Action. The Court finds that these Incentive Awards are fair and reasonable.

12. The awards for attorneys' fees, costs, and expenses, and Class Representative Incentive Awards shall be paid in accordance with the Settlement Agreement.

13. The persons listed on Exhibit A hereto are found to have validly excluded themselves from the Settlement with Blue Line in accordance with the provisions of the Preliminary Approval Order.

14. The persons listed on Exhibit B hereto are found to have validly excluded themselves from the certified Class and Subclasses in accordance with the provisions of the Preliminary Approval Order.

15. Other than as set forth herein, the Settling Parties shall bear their own costs and attorneys' fees.

16. Subject to the terms and conditions of the Settlement Agreement, Blue Line Solutions, LLC, is dismissed with prejudice.

17. The Settling Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement, Plaintiffs and each and every Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Blue Line from any and all Released Claims, as set forth in the Settlement Agreement.

18. Upon the Effective Date of the Settlement, Blue Line shall be deemed to have released, acquitted, and forever discharged Releasing Defendant's Claims, as set forth in the Settlement Agreement.

19. Upon the Effective Date, the Settlement Agreement—including the provisions regarding the Released Claims and Releasing Defendant’s Claims—will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Blue Line, Plaintiffs and all other Settlement Class Members, releasing parties, and their heirs, executors, and administrators, successors, and assigns that involve the Released Claims or Releasing Defendant’s Claims. All Settlement Class Members who have not been properly excluded from this Settlement shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claims against Blue Line in any court, arbitration, tribunal, forum or proceeding.

20. Without affecting the finality of this final order and judgment, the Court retains exclusive jurisdiction of the Settlement, including without limitation, issues concerning its administration and consummation. The Court also retains exclusive jurisdiction over the Settling Parties to the Settlement Agreement. Blue Line, Plaintiffs, and each and every Settlement Class Member is hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to the Released Claims, the Releasing Defendant’s Claims, this Order, and the Settlement Agreement, including, but not limited to, the effect of the Released Claims, the Releasing Defendant’s Claims, the Settlement Agreement, or this Order. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent possible under

applicable law, the Settling Parties and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

21. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement, and this Order, are not and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Settling Parties of (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Settling Parties. Blue Line has denied and continues to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent a Settling Party from offering the Settlement Agreement into evidence for the purposes of enforcement of the Settlement Agreement.

22. Pursuant to Civil Rule 54(B), the Court makes the express determination that there is no just reason for delay and accordingly enters final judgment as to Blue Line Solutions, LLC, and dismisses Blue Line Solutions, LLC with prejudice from the Action. The Clerk is directed to enter final judgment dismissing Blue Line Solutions, LLC with prejudice.

SO ORDERED.

Dated: _____

Hon. Andrew D. Logan

EXHIBIT A

to

Final Judgment and Order of Dismissal With Prejudice

The following persons are found to have validly excluded themselves from the Settlement with Blue Line in accordance with the provisions of the Preliminary Approval Order:

EXHIBIT B

to

Final Judgment and Order of Dismissal With Prejudice

The following persons are found to have validly excluded themselves from the Class and Subclasses certified by the Court on July 10, 2019, in accordance with the provisions of the Preliminary Approval Order: