

CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

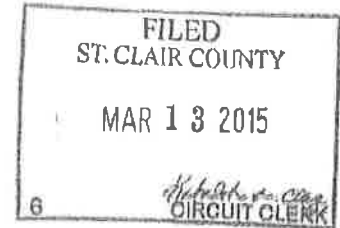
PAUL FEDER, DENISE DURAKO,)
LATRICIA SANDERS, CAROL)
CRAWFORD, MICHAEL ORLET and)
ELIZABETH RUND, individually and)
as representatives of similarly situated)
persons,)

Plaintiffs,)

vs.)

CITY OF EAST ST. LOUIS, ILLINOIS,)
a municipal corporation, ALVIN PARKS,)
in his official capacity as Mayor of the)
City of East St. Louis, Illinois and BLUE)
LINE SOLUTIONS, INC, a corporation,)

Defendants.)



Cause No.: 14-CH-375

AMENDED ORDER

Plaintiffs, having applied for an order preliminarily approving the proposed Agreement of Settlement dated March 3, 2015 ("Agreement") with the Defendants upon the terms and conditions set forth in the Agreement, and the Court having read and considered the Agreement and accompanying documents; and all Parties to the Settlement Agreement having consented to the entry of this Scheduling Order ("Order") and having heard the arguments of counsel of record for Plaintiffs and Defendants,

NOW, THEREFORE, this 5th day of March, 2015, upon application of the Plaintiffs' Counsel without objection or reservation of rights by Defendants, except as contained within the Agreement,

IT IS HEREBY ORDERED that:

1. Except for the terms defined herein, the Court adopts and incorporates the definitions in the Agreement for the purposes of this Order.

2. The terms of the Agreement are hereby preliminarily approved. The Court finds that the Agreement was entered into at arm's-length by experienced counsel and is, in all respects, fair,

reasonable and adequate, and in the best interests of the Settlement Class, including the named Plaintiffs, such that notice of the proposed Settlement should be given to the members of the Settlement Class as provided in this Order. The terms of the Plan of Allocation are preliminarily approved as within the range of reasonableness.

3. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, the Court hereby finds that the requirements for a class action have been met and preliminarily certifies the following Class for settlement purposes only herein after referred to as the Settlement Class:

- A. "Type I Subclass". All persons and legal entities who were issued a Notice of Violation of the East St. Louis Ordinance No. 14-10001 or who were identified by the registered owner of a motor vehicle who received such Notice of Violation as the driver of the vehicle at the time of the alleged violation; and,
- B. "Type II Subclass". All persons and legal entities who paid a fine under the City's Ordinance No. 14-10001 either to the City or to BLS as agent for the City;
- C. Notwithstanding the above, the following individuals are excluded from the Proposed Settlement Class and its Subclasses:
 - i. Any persons or legal entities who otherwise come within the definition of the Proposed Settlement Class who elects to be excluded from the Proposed Settlement Class under the deadlines and procedures to be set forth in the Notice to the Class approved by the Court;
 - ii. Any person or legal entity who otherwise comes within the definition of the Proposed Settlement Class that has already received a refund, stopped payment on their check or reversed their credit card charges as of the date for the disbursement of payments made under this Proposed Settlement;
 - iii. Any officer or employee of the City of East St. Louis and Blue Line Solutions, LLC who were employed or held elective office from the time that the Photographic Speed Enforcement Program was implemented under Ordinance No. 14-10001 or during the pendency of this lawsuit; and
 - iv. The Court, including any sitting Judges in the United States District Court for the Southern District of Illinois or the Twentieth Judicial Circuit Court of Illinois, their law clerks, and District or Circuit court personnel serving during the pendency of the lawsuit and the members of their immediate families.

4. The Court hereby appoints attorneys Eric M. Rhein and Lloyd M. Cueto as Class Plaintiff's Counsel with Eric M. Rhein to serve as Class Plaintiff's Lead Counsel.

5. The Court finds that Plaintiff Paul Feder is a member of the Type I Subclass of the Settlement Class and will adequately represent the interest of the absent members of that Subclass. Paul Feder is herein appointed Class Representative for the Type I Subclass of the Settlement Class.

6. The Court finds that Plaintiffs Denise Durako, Latricia Sanders, Carol Crawford, Michael Orlet and Elizabeth Rund are members of the Type II Subclass of the Settlement Class and will adequately represent the interests of that Subclass. Denise Durako, Latricia Sanders, Carol Crawford, Michael Orlet and Elizabeth Rund are herein appointed as Class Representatives of the Type II Subclass of the Settlement Class.

7. A hearing will be held on October 20, 2015 at 10:30 a.m. in Courtroom 107 of this Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the proposed Settlement (the "Settlement Hearing"). The foregoing date, time, and place of the Settlement Hearing shall be set forth in the mail notice and publication notice which is ordered herein, but shall be subject to adjournment or change by the Court without further notice to the Members of the Settlement Class other than that which may be posted at the Court, on the website of the Lead Class Counsel.

8. The Court reserves the right to provide Final Approval of the Settlement at or after the Settlement Hearing with such modifications as may be expressly consented to by all Parties to the Settlement Agreement and without further notice to the Class.

9. The Court approves, in form and substance, the Class Notice in Exhibit C to the Stipulation. The form and method of notice specified therein is the best notice practicable under the circumstances and shall constitute due and sufficient notice of the Settlement and the Settlement Hearing to all persons entitled to receive such notice, and fully satisfies the requirements of due process, Section 2-801 of the Illinois Code of Civil Procedure, and applicable law.

10. Within fourteen (14) business days after the date of the entry of this Order, Defendants shall cause copies of the Notice to begin to be mailed by United States first class mail, postage prepaid, to each of the members of the Type II Subclass of the Settlement Class whose names and last known addresses are contained within the records of the Defendants.

11. As soon as practicable after the mailing of the notice commences in paragraph 10 herein, Defendants shall cause to be published the Notice to the members of the Type I Subclass of the Settlement Class on the websites of the City and the Lead Class Counsel. The Court finds that no

additional notice to the Non-Paying Sub-Class is required since the City is entering into a consent decree that dismisses all pending charges against the members of this Sub-Class with prejudice whether they elect to opt out of the Settlement or not.

12. The Court finds that since the Notice approved herein includes information for members of both the Type I Subclass and the Type II Subclass that no further notice will be required as to the members of the Type II Subclass after the Notice has been mailed to the members of the Type II Subclass of the Settlement Class and the Notice is posted on the websites of the City and the Lead Class Counsel.

13. The Lead Class Counsel and counsel for Defendants shall cause the Settlement Agreement, this Order, the motion for preliminary approval, the Request for Exclusion, and other information on the Settlement to be accessible on websites of the City and the Lead Class Counsel.

14. Class Counsel shall file their motions for payment of attorneys' fees and reimbursement of expenses and for final approval of the Settlement no later than fourteen (14) days prior to the Settlement Hearing.

15. Any Member of the Settlement Class who objects to any aspect of the Settlement or the form of the proposed Final Order and Judgment, or who otherwise wishes to be heard, and who has not requested exclusion from the Settlement, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person other than Lead Counsel and counsel for the Settling Defendants shall be heard and no papers, briefs, pleadings, or other documents submitted by any Member of the Class shall be considered by the Court unless, not later than twenty-one (21) days prior to the Settlement Hearing directed herein the objecting Member of the Class files the following with the Court and serves the same on or before such filing by hand or U.S. Mail on Lead Class Counsel and Lead Defense Counsel that provides the following information:

- (i) a written notice of intention to appear;
- (ii) proof of membership in the proposed Final Settlement Class;
- (iii) a detailed statement of the objections to any matters before the Court;
- (iv) a statement advising of any court proceeding in which said objector has made an objection to a proposed class action settlement within the past three years, including case name, docket number, and court;

- (v) if a Member of the Class intends to appear and be heard at the Settlement Hearing, the grounds or reasons why the Member of the Class desires to appear and be heard; and
- (vi) all documents or writings the Member of the proposed Final Settlement Class desires the Court to consider.

16. Any Member of the proposed Final Settlement Class who fails to object in the manner described in Section 15 of this Order shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or any other action or proceeding.

17. Any request for exclusion from the Settlement by a Member of the Settlement Class must be made in writing, include all information requested in the "Request For Exclusion" form attached to the Notice approved by the Court herein, and be received by the Class Plaintiffs' Lead Counsel no later than forty (40) days before the Settlement Hearing. Requests for exclusion that do not include all of the requested information will be held invalid and ineffective to exclude the Member from the Settlement.

18. At least seven (7) days prior to the Settlement Hearing, Defendants shall cause to be served and filed a sworn statement attesting to compliance with the notice provisions in Sections 10-12 of this Order.

19. The Settlement Agreement and any negotiations, statements, discovery or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption of, concession of, or admission by, any of the Released Parties or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that the Representative Plaintiffs, the Class, or any other Person, have suffered any damage attributable in any manner to any of the Released Parties. The Settlement Agreement and any negotiations, statements, discovery or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption of, concession of, or admission or lack of merit of any of the claims in this Action. The existence of the Settlement Agreement, its contents, and any negotiations, statements, discovery or proceedings in connection therewith, shall not be offered or admitted into evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

20. If the Settlement receives the Court's Final Approval following the Settlement Hearing, a Final Order and Judgment will be entered as described in the Settlement Agreement.

21. If the Settlement, including any amendment made in accordance with the Settlement Agreement, is not approved by the Court or the Effective Date does not occur for any reason, the Settlement (including any modification thereof made with the express consent of all Parties as provided for in the Settlement Agreement), and preliminary certifications herein and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect. In that event, neither the Settlement Agreement, nor any provision contained in the Settlement Agreement, nor any action undertaken pursuant thereto, nor the negotiation thereof or discovery provided solely in connection with the negotiations by any party, shall be deemed an admission or concession, or received as evidence in this or any other action or proceeding.

22. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to Members of the Class.

23. In the event that the Settlement Agreement is terminated in accordance with its provisions, the Settlement Agreement and all proceedings had in connection therewith shall be null and void, except as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of the Parties.

24. If the Settlement Agreement is terminated, not approved by the Court, or the Effective Date does not occur for any reason, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

25. Pending final determination of whether the Settlement should be finally approved, all Representative Plaintiffs and putative Class Members and anyone who acts or purports to act on their behalf are hereby barred and enjoined from instituting, commencing or prosecuting any action asserting any Released Claims against the Released Parties, and any other action or proceedings brought by any putative Class Members asserting any Released Claims against the Released Parties are hereby stayed and suspended until further order of the Court.

26. If any deadline imposed herein falls on a non-business day, then the deadline is extended until the next business day.

27. Members of the Settlement Class are not to contact the Court regarding this matter, the proposed Settlement or with any questions concerning the Settlement except as provided herein.

Members of the Settlement Class who have questions or concerns regarding the proposed settlement or any aspect of the Settlement are directed to contact the Lead Class Counsel or the Class Counsel.

SO ORDERED:

This 13 day of March, 2015.



JUDGE

IN THE CIRCUIT COURT
FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, DENISE DURAKO,)
LATRICIA SANDERS, CAROL)
CRAWFORD, MICHAEL ORLET and)
ELIZABETH RUND, individually and)
as representatives of similarly situated)
persons,)

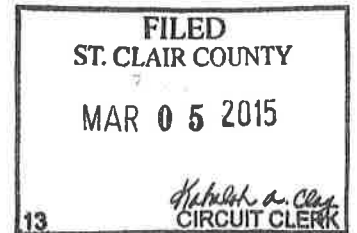
Plaintiffs,)

vs.)

Cause No.: 14-CH-375

CITY OF EAST ST. LOUIS, ILLINOIS,)
a municipal corporation, ALVIN PARKS,)
in his official capacity as Mayor of the)
City of East St. Louis, Illinois and BLUE)
LINE SOLUTIONS, INC, a corporation,)

Defendants.)



SETTLEMENT AGREEMENT, STIPULATION AND RELEASE

This Settlement Agreement, Stipulation and Release (the "Agreement"), dated as of March 3, 2015, which is entered into by and among the Representative Plaintiffs (as defined herein), on their own behalf and on behalf of the Settlement Class (as defined herein), the City of East St. Louis, Illinois ("City") and Blue Line Solutions, LLC, incorrectly sued as Blue Line Solutions, Inc. ("BLS"), by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter by the Settling Parties (as defined herein) and is intended by the Settling Parties to fully and finally release, resolve, remise and discharge the Released Claims (as defined herein) against the Released Parties (as defined herein), subject to the approval of the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois (the "Court"). All undefined terms below with initial capitalization shall have the meanings ascribed to them in Section A of the Terms and Conditions below.

WHEREAS:

RECITALS

The Action

A. On May 30, 2014, the Plaintiffs filed a putative class action lawsuit on behalf of themselves and all others similarly situated in the Circuit Court of St. Clair County, Illinois against the City, Alvin Parks, in his capacity as Mayor of East St. Louis, and BLS under cause number 14-CH-375 (“the Action”).

B. On July 2, 2014 the City timely removed the Action to the United States District Court for the Southern District of Illinois.

C. On August 14, 2014 the City and BLS filed a motion to dismiss the Action.

D. On January 9, 2015, the Plaintiffs filed an amended complaint in the United States District Court that did not include any claims under the U.S. Constitution or the laws of the United States.

E. On January 9, 2015, the Plaintiff filed a Motion to Remand the case to the Circuit Court of St. Clair County.

F. On January 9, 2015, the United States District Court for Southern Illinois granted the Motion to Remand.

G. On January 13, 2015, the Clerk of the United States District Court for the Southern District of Illinois wrote a letter to the Circuit Court regarding the Order of Remand.

H. Plaintiffs have not filed a response to the motion to dismiss. There has been no ruling by either the United States District Court for Southern Illinois or the Circuit Court of St. Clair County, Illinois on the motion to dismiss the Action filed by the City and BLS.

Nature of the Action

I. The City enacted an ordinance that established its Photographic Vehicle Speed Enforcement Program (the “Program”). Under the Program when a City police officer observed a motor vehicle that may be operating at a speed in excess of City speed limit the officer could use special equipment that determined the speed of the vehicle and then photographed the vehicle if it was operating at a set mph. over the speed limit. Rather than pull over the operator of the speeding vehicle and issue a citation for speeding, a Notice of Violation was mailed to the registered owner of the vehicle that provided information on the violation and the owner’s right to pay a set fine or request a hearing to contest the charge. Under the Program hearings were to be administrative hearings conducted pursuant to City ordinance. No administrative hearings were held under the Program. Any adverse determination could be reviewed in the Circuit Court. An owner could have the charges against him or her dismissed by identifying the person who was operating the vehicle at the time of the alleged violation. Violations of the City’s speed limit laws handled under the Photographic Vehicle Speed Enforcement Program were not reported to state regulatory agencies that administer driving privileges and therefore the violation did not become a part of the owner’s official driving record. Violations were also not reported to automobile insurance companies. Equipment for the Program was provided by BLS under contract with the City. BLS also sent the Notices of Violations and accepted payments of the fines on behalf of the City pursuant to contract.

Claims Of the Plaintiffs

J. The Plaintiffs claim that ESTL lacked the legal authority to enact the Photographic Vehicle Speed Enforcement Program under Illinois law. An Illinois statute prohibits municipalities such as ESTL from using automated photographic speed enforcement equipment. In addition they

claim that ESTL's use of administrative hearings to determine contested charges under the Program infringed upon the authority of the Illinois Circuit Court to hear and determine moving violations under the Illinois Motor Vehicle Code. The Plaintiffs also claim that ESTL and BLS must return the fines paid under the Photographic Vehicle Speed Enforcement Program since that Program was invalid under Illinois law and that their refusal to refund the fines amounts to conversion of the money.

K. The Plaintiffs sought the following remedies from the Court in the Action:

1. a declaration from the Court that ESTL lacked legal authority to enact the Photographic Vehicle Speed Enforcement Program therefore violations issued under it are void;
2. an injunction prohibiting ESTL and BLS from prosecuting any pending Notice of Violations and from issuing any further Notices of Violations to motorists under the Photographic Vehicle Speed Enforcement Program; and,
3. monetary damages from ESTL and BLS for conversion of the fines paid to them under the invalid ordinance.

ESTL and BLS DEFENSES

L. The City and BLS have denied and continued to deny that the Photographic Vehicle Speed Enforcement Program violated state and federal laws. The Illinois statute on automated photographic speed enforcement equipment does not apply to the City's Photographic Vehicle Speed Enforcement Program since the City's program was operated by a police officer. The City further maintains that its use of its municipal administrative court to resolve hearings on contested charges under the Program does not infringe upon the circuit court's jurisdiction. The City and BLS deny that their refusal to return the fines paid under the Program amounts to conversion. Under long established Illinois law the City and BLS have no legal duty to return fines voluntarily paid under ordinances later held invalid or unconstitutional. ESTL and BLS have

raised the Voluntary Payment Doctrine and other defenses to the Plaintiffs' claims in a motion to dismiss that has not yet been ruled upon.

THE PROPOSED SETTLEMENT AGREEMENT

M. Beginning with the filing of the Complaint in this action the Parties hereto engaged in extensive, arm's-length negotiations in an attempt to resolve the Action.

N. The Plaintiffs, through their attorneys, have agreed in principle to fully and finally settle the Action against the City and BLS both on their own behalf and on behalf of the Class they seek to represent, in return for specified consideration and to fully release all claims asserted against the City and BLS by them and those members of the proposed Final Settlement Class, all of which is memorialized in this Agreement.

O. In return for the consideration described herein, this Agreement is intended to fully and finally release, resolve, remise and discharge the City and BLS from the Claims (as defined herein) of the Plaintiffs and those members of the proposed Final Settlement Class with prejudice.

P. The Parties' entry into this Agreement is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses asserted in the Action.

Q. In addition to reviewing and investigating the above, Plaintiffs' attorneys have researched the applicable law with respect to the claims of their clients and the defenses raised by the City and BLS. In negotiating and evaluating the terms of this Agreement, Plaintiffs' attorneys considered the significant legal and factual defenses to the Plaintiffs' Claims; the lengthy time to complete discovery, contested class certification and appeal of the certification order, dispositive motion practice, trial and likely appeals from the results of the trials; and the defendants' available assets and their potential inability to satisfy a judgment in the Action if the Plaintiffs were to prevail

at trial and on appeal, as well as the potential difficulty in executing on any such judgment particularly as to the City. Based upon their evaluation, Plaintiffs unanimously have determined that the Settlement set forth in this Agreement is fair, reasonable and adequate and in the best interests of all members of the putative class, and that it confers substantial benefits upon the putative class members.

R. The City and BLS deny any and all allegations of wrongdoing, fault, liability or damage whatsoever; deny that they engaged in, committed or aided or abetted the commission of any breach of duty, breach of contract, wrongdoing or violation of law; deny that they acted improperly in any way; deny that they caused any damage whatsoever or are otherwise liable to Plaintiffs or any of the members of the putative class; believe that they acted properly at all times; maintain that they complied with all laws at all times. The City and BLS enter into this Agreement solely to eliminate the uncertainties, burden and expense of further litigation. Nothing in this Agreement shall be construed as any admission by them of wrongdoing, fault, liability, or damages whatsoever.

S. The City and BLS has held some of the funds received from payments on Notices of Violation of the City's ordinances under the program.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Plaintiffs, for themselves and on behalf of the Settlement Class, defined below, and the City and BLS, by and through their respective undersigned counsel that, subject to the approval of the Court pursuant to Section 2-801 *et seq.* of the Illinois Code of Civil Procedure, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Released Claims as against the City and BLS shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice subject to the terms and conditions of this

Agreement as follows.

TERMS AND CONDITIONS

A. Definitions

In addition to the terms defined above, the following capitalized terms, used in this Agreement, shall have the meanings specified below:

1. "Administrative Costs" means all costs and expenses associated with providing notice of the Settlement to the Settlement Class or otherwise administering or carrying out the terms of the Settlement, excluding legal fees of the Class Counsel and Lead Class Counsel. Plaintiff's Administrative Costs include, without limitation, the fees of the Settlement Fund Agent.

2. "Checks" means any money order, certified check, electronic funds, transfer or draft upon an account held by a financial institution in the payor's name.

3. "Claims" means any and all manner of claims, demands, rights, actions, potential actions, causes of action, liabilities, injuries, duties, damages, losses, diminutions in value, obligations, agreements, suits, fees, attorneys' fees, expert or consulting fees, debts, expenses, costs, sanctions, judgments, decrees, matters, issues and controversies of any kind or nature whatsoever, whether known or unknown, contingent or absolute, liquidated or not liquidated, accrued or unaccrued, suspected or unsuspected, disclosed or undisclosed, apparent or not apparent, foreseen or unforeseen, matured or not matured, which now exist, or heretofore or previously existed, or may hereafter exist, (including, but not limited to, any claims arising under federal or state constitutions, federal or state law, common law, bankruptcy law, statute, rule, or regulation) whether individual, class, direct, derivative, representative, on behalf of others, legal, equitable, regulatory, governmental or of any other type or in any other capacity.

4. "Class Counsel" means:

Eric M. Rhein
Attorney at Law
6897 West Main Street
Belleville, IL 62223
Phone: (618) 394-9230

Lloyd M. Cueto
Attorney at Law
7110 West Main Street
Belleville, IL 62223
Phone: (618) 277-1554

5. "Lead Class Counsel" means Lloyd M. Cueto.

6. "Effective Date" means the first date by which all of the events and conditions specified in Section L of the Terms and Conditions of this Agreement have been met and have occurred.

7. "Final" when referring to the Final Judgment means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Final Judgment, and (ii) if an appeal or request for review is filed, the day after the date the appeal or request for review is dismissed, or the Final Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that any dispute or appeals relating solely to the amount, payment or allocation of attorneys' fees and expenses or the Plan of Allocation shall have no effect on finality for purposes of determining the date on which the Final Judgment or Alternative Judgment becomes Final.

8. "Final Judgment" means the Final order and judgment to be entered by the Court approving the Settlement, materially in the form attached hereto as Exhibit B, or an alternative judgment finally approving the Settlement which is materially different from Exhibit B and which does not result in any Settling Party terminating the Agreement pursuant to Section L of the Terms and Conditions of this Agreement. "Final" as used in this paragraph is defined herein in paragraph 7.

9. "Final Settlement Class" means the Settlement Class after the Court grants Final

Approval of the Settlement.

10. "Lead Defense Counsel" shall mean John E. Sabo and Michael L. Wagner of Clayborne, Sabo and Wagner LLP, 525 W. Main Street, Suite 105, Belleville, Illinois 62220.

11. "Member of the Settlement Class" or "Member of the Final Settlement Class" means both natural persons and legal entities.

12. "Net Settlement Fund" means the Settlement Fund less deductions described in Section G-1 of this Agreement.

13. "Net Settlement Fund Agent" means the person designated to administer the Net Settlement Fund in accordance with Section C-8 of this Agreement.

14. "Notice" means the notice of proposed settlement of class action substantially in the form attached hereto as in Exhibits C and D.

15. "Opt-Out" means the timely request to be excluded from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto.

16. "Opt-Out Form" means the form to be used by any member of the Settlement Class to be excluded from the Settlement that is attached to the Notices in Exhibit C and D.

17. "Plan of Allocation" means a plan or formula for allocating the Settlement Fund to the members of the Final Settlement Class after payment of Administrative Expenses, Taxes and Tax Expenses (if any), and such attorneys' fees, costs and expenses as may be awarded by the Court. Any Plan of Allocation is not a condition to the effectiveness of this Agreement, and the Released Parties shall have no liability with respect thereto.

18. "Preliminary Approval Order" means the order preliminarily approving the Settlement and directing Notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit A.

19. "Pro-Rata Share" shall be determined by the following steps: (1) the Net Settlement Fund Amount divided by the total amount of all fines paid under the Program to arrive at a percentage ("Pro-Rate Percentage"); (2) The Pro-Rata percentage shall then be applied to the amount of the fine paid by each member of the Type II Subclass of the Final Settlement Class to arrive at the amount to be paid to that member.

20. "Qualified Expense" means any amount ESTL or BLS is found liable for (or agrees to pay pursuant to the settlement on, arising out of, resulting from, relating to or in connection with the Notice to the Settlement Class, or the administration of the Settlement Fund. It also applies to expenses related to the distribution of the Net Settlement Fund as part of the Plan of Allocation. The attorneys' fees of the Class Counsel and Lead Class Counsel are not qualified expenses until awarded by the Court as part of the Final Settlement Order.

21. "Released Claims" means any and all Claims and Unknown Claims against ESTL and BLS that are released under the provisions of this Settlement.

22. "Released Parties" means (1) the City of East St. Louis, Illinois its respective past, present and future elected officials, employees, agents, attorneys and representatives; (2) Blue Line Solutions LLC and its direct or indirect parent entities, associates, affiliates, and subsidiaries, each and all of their respective past, present, and future directors, officers, partners, alleged partners, stockholders, members of the limited liability company, managers, predecessors, successors, employees and representatives and (3) attorneys, advisors and

consultants of the parties in subparts (1) and (2) of this paragraph.

23. "Releasing Parties" means the Representative Plaintiffs, each and every member of the Final Settlement Class and each of their respective predecessors, successors, assigns, attorneys, heirs, representatives, administrators, executors, devisees, legatees, and estates, directors, officers, employees and customers.

24. "Representative Plaintiffs" means the Persons identified in the caption to this litigation, together with all other Persons who, by order of the Court, were subsequently joined as plaintiffs in the Action and deemed plaintiffs to the same extent as if they had been originally named as plaintiffs in the Action, except any plaintiffs whose claims have been dismissed.

25. "Settlement" means the settlement contemplated by this Agreement.

26. "Settlement Class" means a class consisting of two subclasses defined as:

- A. "Type I Subclass". All persons and legal entities who were issued a Notice of Violation of the East St. Louis Ordinance No. 14-10001 or who were identified by the registered owner of a motor vehicle who received such Notice of Violation as the driver of the vehicle at the time of the alleged violation; and,
- B. "Type II Subclass". All persons and legal entities who paid a fine under the City's Ordinance No. 14-10001 either to the City or to BLS as agent for the City as determine from the records of BLS and the City;
- C. Notwithstanding the above, the following individuals are excluded from the Proposed Settlement Class and its Subclasses:
 - i. Any persons or legal entities who otherwise come within the definition of either the Type I Subclass or the Type II Subclass of the Proposed Settlement Class who elects to be excluded from the Settlement under the deadlines and procedures to be set forth in the Notices to the Class approved by the Court;
 - ii. Any person or legal entity who otherwise comes within the definition of the Proposed Settlement Class that has already received a refund, stopped payment on their check or reversed their credit card charges as of the date for the disbursement of payments made under this Proposed Settlement;

- iii. Any officer or employee of the City of East St. Louis and Blue Line Solutions, LLC who were employed or held elective office from the time that the Photographic Speed Enforcement Program was implemented under Ordinance No. 14-10001 or during the pendency of this lawsuit; and
- iv. The Court, including any sitting Judges in the United States District Court for the Southern District of Illinois or the Twentieth Judicial Circuit Court of Illinois, their law clerks, and District or Circuit court personnel serving during the pendency of the lawsuit and the members of their immediate families.

27. "Settlement Fund" means the amount of any fines paid to either City or BLS for Notices of Violation issued under the program that remains in their possession as of the date of this Agreement.

28. "Settlement Fund Agent" means the agent appointed by the Released Parties to administer the Settlement Fund until that fund is converted into the Net Settlement Fund as described in Section C of this Agreement.

29. "Settlement Hearing" means the hearing at or after which the Court will make a final decision pursuant to Section 2-801 *et seq.* of the Illinois Code of Civil Procedure as to whether the Settlement contained in the Stipulation is fair, reasonable and adequate, and therefore, should receive final approval from the Court.

30. "Settling Defendants" means ESTL and BLS.

31. "Settling Parties" means the Representative Plaintiffs, members of the Final Settlement Class and the Released Parties.

32. "Unknown Claims" shall mean all claims, demands, rights, liabilities, and causes of action of every nature and description which any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if

known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to opt-out or object to this Settlement. Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs shall expressly fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, willful and wanton, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Representative Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

B. The Settlement Consideration.

1. The Consideration received by a member of the Final Settlement Class will depend upon whether that Member is a part of the Type I Subclass or the Type II Subclass.

2. In consideration for the promises and obligations contained herein and the full and final release, settlement and discharge of all Released Claims against the Released Parties by the members of the Type I Subclass, the Released Parties herein consent to the entry of a consent

judgment in a form substantially the same as in Exhibit E as part of the order for Final Approval of the Settlement wherein they agree: (a) to dismiss with prejudice all pending charges against the Type I Subclass; (b) not to issue any further Notices of Violation under the Program without modifying the jurisdictional issues for hearings on contested charges and/or; (c) obtaining legislative clarification of the City's authority to hold administrative hearings on the charges.

3. In consideration for the promises and obligations contained herein and the full and final release, settlement and discharge of all Released Claims against the Released Parties by the members of the Type II Subclass the dismissal of all charges as discussed in paragraph 2 of this Section will also apply to members of the Type II Subclass and in addition, the members of the Type II Subclass shall receive a payment consisting of their Pro-Rata share of the Net Settlement Fund as set forth in this Agreement:

4. The consideration set forth in paragraph 2 and 3 of this Agreement is subject to the Court's final approval of the settlement as set forth in this Agreement.

C. Handling and Ownership of the Settlement Fund.

1. The City shall open a commercial checking account in a financial institution of its choosing and deposit the Settlement Fund into that account ("Settlement Fund Account"). The Settlement Fund Account shall be insured by the United States Government or an agency thereof to the limits of insurance provided by law. Neither the City or BLS or their attorneys and agents may be held liable to the Representative Plaintiffs, the Settlement Class, the Final Settlement Class, the Class Counsel or the Lead Class Counsel for the loss of any portion of the Settlement Fund that exceeds the limits of any United States Government or other agency insurance on the account. City, BLS and their appointed Settlement Fund Agent are not fiduciaries for the Representative

Plaintiffs, the Settlement Class, the Final Settlement Class, the Class Counsel or the Lead Class Counsel regarding the Settlement Fund. Lead Class Counsel on behalf of the Settlement Class and any approved Final Settlement Class herein acknowledges that it is not the intention of the Settling Parties that the Lead Counsel, Class Counsel, the Settlement Class or any approved Final Settlement Class be third party beneficiaries to any agreement between the City and/or BLS and the bank or financial institution holding the Settlement Fund or the Settlement Fund Agent.

2. The Settlement Fund Agent shall be the only party with authority to withdraw funds from the Settlement Fund Account until the Court enters a Final Settlement ORDER. The Settlement Fund Agent shall not make any disbursements from the Settlement Fund Account with approval of the Court. Requests for disbursements from the Settlement Fund made prior to the Final Settlement Approval ORDER shall be made by motion. Any opposition to the request shall be made in writing within five (5) business days after the date on the Motion's Certificate of Service. If no , the request will be automatically granted without a hearing.

3. The Settlement Fund Account may, but is not required to earn interest. If interest is paid on the Settlement Fund Account by the depository bank holding the Settlement Fund Account, such interest shall become part of the principal.

4. The Settlement Fund Agent may order checks to be printed for the Settlement Fund Account with the cost paid out of the Settlement Fund without approval of the Court. The City and BLS shall the exclusive right to determine who shall act as their agent ("Settlement Fund Agent") for the purpose of writing and signing any checks drawn on the Settlement Fund Account.

5. At any time after the Court grants Preliminary Approval of the Settlement, the Settlement Fund Agent may, at the direction of the Court, make disbursements from the Settlement Fund to pay the Administrative Costs and Qualified Expenses, including, without limitation: the

costs of printing and sending Class Notice.

6. In the event that the Settling Defendants receive a stop payment order on a check, uncollectable checks or reversed credit card charges after the Settlement Funding Date but before the date the Court enters a Final Approval Order, the Settling Defendants may request from the Court reimbursement from the Settlement Fund for such costs. Class Plaintiffs' Lead Counsel shall have 10 business days to file an objection to the request. If no objection is filed the Court will grant the request. Objections made by the Lead Class Counsel shall be limited to objections that the requested reimbursement is for a stop payment, uncollectable check or reversed charge that is not related to the payment of any fine paid under the Program.

7. The Settlement Fund shall remain the property of the City and/or BLS until the Court grants Final Approval of the Settlement and all appeals have been resolved. The Representative Plaintiffs, the Settlement Class, the Class Plaintiff Attorneys, the Lead Class Counsel and any other person claiming to act as their representatives or claiming a right through them do not have a legal interest in any of the funds of the Settlement Fund until the Court grants Final Approval of the Class, enters the Final Judgment and all applicable appeals have been resolved.

8. Within fourteen (14) business days of the Final Approval Order and Judgment being entered by the Court or within fourteen (14) business days after all appeals regarding the Final Approval Order are finally resolved, provided that the Final Approval Order and Judgment is affirmed in any such appeal, the Lead Class Counsel shall notify the Lead Defense Counsel in writing of the name and contact information of his designee to be the Net Settlement Fund Agent. Within ten (10) business days after receiving notice of the identity of the Net Settlement Fund Agent the Releasing Parties shall execute any documents required to transfer control of the Net

Settlement Fund from the Settlement Fund Agent to the Net Settlement Fund Agent. Once this transfer is completed the Released Parties, their attorneys and the Settlement Fund Agent will have no further responsibility for or right to the Net Settlement Fund or responsibility for the distribution of the Net Settlement Funds under the Plan of Allocation.

D. Taxes.

All Taxes (including any estimated Federal, State and local Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Settling Defendants or their counsel with respect to any income earned by the Settlement Fund shall be paid out of the Settlement Fund. The Settling Defendants and their counsel shall have no liability or responsibility for the Taxes or any expenses related to the Taxes on the Settlement Fund. Taxes and tax related expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid out of the Settlement Fund without prior order from the Court. The Settlement Fund Agent may withhold from distribution to the Members of the Fine Paid Sub-Class of the Settlement Class any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and tax related expenses.

E. Preliminary Approval Order, Notice Order, and Settlement Hearing.

1. Promptly after the execution of this Agreement, Lead Class Counsel shall submit this Agreement and its exhibits to the Court and shall apply for preliminary approval of the Settlement set forth in this Agreement, entry of a preliminary approval order, and approval for the mailing and dissemination of the Notices, substantially in the form of Exhibits C and D.

2. Notice shall be disseminated to the Type II Subclass of the Settlement Class by

means of a mailing via the United States Post Office (“Mailed Notice”) postage prepaid. The Mailed Notice will be addressed to the members of the Type II Subclass using the records of the City and BLS that contain the last known address of the person who paid the fine. The Mailed Notice shall be in a form substantially similar to the proposed form in Exhibit C. The Mailed Notice shall include the general terms of the Settlement and the provisions of the Plan of Allocation, and shall set forth the procedure by which recipients of the Notice may object to the Settlement or request to be excluded from the Settlement Class. The date and time of the Final Settlement Hearing shall be added to the Notice before it is mailed.

3. Notice shall be disseminated to the Type I Subclass of the Settlement Class by publishing it upon the City’s web site at www.CESL.US and the web site of the Class Lead Plaintiff’s Counsel at emrhein-attorney.com (“Published Notice”). No written notice will be mailed to the members of the Type I Subclass. The Published Notice shall be in a form substantially similar to Exhibit D. The Published Notice shall include the general terms of the Settlement as to the Type I Subclass of the Settlement Class and shall set forth the procedure by which members of the Type I Subclass of the Settlement Class may object to the Settlement or request to be excluded from the Settlement Class. The date and time of the Final Settlement Hearing shall be added to the Public Notice when it is published on the aforementioned web sites.

4. At the time of the submission to the Court described in Section E-1 of the Term and Conditions, the Settling Parties, through their counsel, shall jointly request that, after the Notice is provided, the Court hold a hearing to consider whether to grant Final Approval to the Settlement, except to the extent a Settling Party has exercised the right to terminate the Settlement pursuant to Section L of the Terms and Conditions.

F. Releases.

1. Upon the Effective Date, as defined in Section L of the Terms and Conditions, the Releasing Parties, on behalf of themselves and each of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim through them or who assert claims on their behalf, will be deemed to have completely released and forever discharged the Released Parties, and each of them, from any Claim or Unknown Claim as those terms are defined under this Agreement.

G. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the Settlement Fund.

1. The Settlement Fund shall be used and applied in the following priority:

- a) To pay the taxes and tax related expenses as described in Section D above;
- b) To pay Administrative Costs and Qualified Expenses;
- c) To pay the Settling Defendants pursuant to Section C;
- d) To pay Class Counsel's attorneys' fees and expenses; and
- e) To distribute the balance of the Settlement Fund, that is, the Settlement Fund less the items set forth in paragraphs a, b, c and d hereof (the "Net Settlement Fund"), to the members of the Type II Subclass of the Settlement Class as allowed by this Agreement, the Plan of Allocation, or the Court.

2. Upon and after the Effective Date with respect to the Net Settlement Fund and in accordance with the terms of the Plan of Allocation or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to the members of the Type II Subclass of the Settlement Class subject to and in accordance with the Plan of Allocation set forth in Section M of this Agreement.

3. This is not a claims-made settlement, and if all conditions of the Stipulation are satisfied and the Final Judgment becomes Final, no portion of the Settlement Fund will be returned

to the Settling Defendants.

4. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund is not a condition of this Agreement and is 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. Any order or proceedings relating to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment, or any other orders entered pursuant to this Agreement, or alter, modify, void, or terminate the Release given the Settlement Defendants by this Agreement.

H. Class Counsel's Attorneys' Fees And Reimbursement of Expenses.

1. Lead Class Counsel may submit an application or applications (the "Fee and Expense Application") for distributions from the Settlement Fund to Lead Class Counsel and other firms that have participated in the Action on behalf of the members of the Settlement Class for (i) an award of attorneys' fees; and (ii) reimbursement of actual costs and expenses incurred in connection with prosecuting the Action.

2. The attorneys' fees and expenses as awarded by the Court, shall be paid to Lead Class Counsel on behalf of all Plaintiffs' Counsel from the Settlement Fund, as ordered, on or after the Effective Date.

3. The procedure for, and allowance or disallowance by the Court of the Fee and Expense Application are not a condition of the Settlement set forth in this Agreement and 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. Any order of or proceedings relating to the Fee and Expense Application or any appeal from any order relating

thereto or reversal or modification thereof, shall not operate to modify, terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment or any other orders entered pursuant to this Agreement.

4. Any award of attorneys' fees and/or expenses shall be paid solely from the Settlement Fund and shall reduce the settlement consideration paid to the Type II Subclass of the Final Settlement Class accordingly. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to any payments to Lead Class Counsel or any other attorneys or persons claiming by or through a member of the Final Settlement Class.

I. Class Certification

1. The Settlement Class shall be as defined in Section A (24) of the Terms and Conditions or as ordered by the Court.

2. In the Final Judgment, the Final Settlement Class shall be certified for purposes of this Settlement, but in the event that the Final Judgment does not become Final or the Settlement fails to become effective for any reason, all Settling Parties reserve all their rights on all issues, including whether a class should be certified in the Action. For settlement purposes only, in connection with the Preliminary Settlement Approval and Final Judgment, the Settling Defendants shall consent to (i) the appointment of Representative Plaintiffs as the class representatives, (ii) the appointment of Plaintiffs' Lead Counsel as class counsel, and (iii) the certification of the Settlement Class pursuant to the Illinois Rules of Civil Procedure.

J. Conditions Of Settlement, Effect of Disapproval, Cancellation or Termination.

1. The Representative Plaintiffs, on behalf of the Settlement Class, or the Settling Defendants shall have the right to terminate the Settlement and Stipulation by providing written

notice of their election to do so ("Termination Notice") to all other Settling Parties within thirty (30) days of: (i) entry of a Court order declining to enter the Preliminary Approval Order in any material respect; (ii) entry of a Court order refusing to approve this Stipulation in any material respect; (iii) entry of a Court order declining to enter the Final Judgment in any material respect; (iv) entry of an order by which the Final Judgment is modified or reversed in any material respect by the Court, the Court of Appeals or the United States Supreme Court; or as provided in subpart 4 of this Section.

2. The Effective Date will be the date upon which the last of the following event have occurred but conditioned upon each and every one of the following events having taken occurred:

- a) The Settling Parties have not exercised their respective rights to terminate the Settlement as provided in L1 or L2 hereof, and the time to exercise those rights has expired;
- b) The Court has entered the Preliminary Approval Order attached hereto as in Exhibit A or an order containing materially the same terms;
- c) The Court has approved the Settlement, following notice to the Settlement Class and the Settlement Hearing, and has entered the Final Approval Order and Judgment as in Exhibit B or an order containing materially the same terms; and
- d) The Final Judgment has become Final in that all appeals have been finally resolved.

3. Upon the occurrence of the Effective Date, any and all interest or right of the Released Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, except as set forth in this Agreement.

4. If the number of Opt-Outs exceeds the threshold twenty-five percent (25%) of the total number of potential members of the Settlement Class, then the Settling Defendants shall have, in their sole and absolute discretion, the option to terminate this Agreement and to render the

Settlement null and void in accordance with the procedures set forth in the Supplemental Agreement.

5. If some or all of the conditions specified in L2 above are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated, unless all of the Settling Parties agree in writing to proceed with this Agreement. None of the Settling Parties, or any of them, shall have any obligation whatsoever to proceed under any terms other than those provided for and agreed herein. If any Settling Party engages in a material breach of the terms hereof, any other Settling Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all the Settling Parties.

6. In the event the Agreement shall terminate, or be canceled, or shall not become effective for any reason, the Settling Parties shall be restored to their respective positions in the Action immediately prior to the entry into this Agreement, and they shall proceed in all respects as if the Agreement had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice.

7. In the event that the Agreement is not approved by the Court or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, the terms and provisions of this Agreement, except as otherwise provided herein, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated *nunc pro tunc*.

8. In the event the Stipulation shall be terminated, or be canceled, or shall not become effective for any reason, within seven (7) business days after the occurrence of such event, the Settlement Fund, less taxes, any Administrative Costs which have either been disbursed or are determined to be chargeable, shall be refunded to the Settling Defendants pursuant to written instructions from counsel for the Settling Defendants. At the request of counsel for the Settling Defendants, Lead Class Counsel or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written direction from counsel for the Settling Defendants.

9. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation, or the amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to Plaintiffs' Counsel shall constitute grounds for cancellation or termination of the Stipulation.

K. Apportionment and Distribution Plan

1. Upon entry of the Final Judgment by the Court and the exhaustion of the time for all appeals or the final resolution of all appeals, whichever is later, each member of the Type II Subclass of the Final Settlement Class shall be entitled to a "*pro-rata*" share of the Net Settlement Fund provided the Final Judgment is affirmed upon appeal.

2. The Net Settlement Fund Agent shall determine the *pro-rata* share of the Net Settlement Fund for each member of the Type II Subclass of the Final Settlement Class and provide that information in a report (the "Apportionment Report") to the Lead Class Counsel within 15 business days of the entry of the Final Judgment.

3. The Lead Class Counsel shall notify the Net Settlement Fund Agent of any

objections or questions to the Apportionment Report within 15 business days after receipt of the Apportionment Report.

4. The Net Settlement Fund Agent shall have 10 business days after receipt of the Lead Class Counsel's objections or questions to correct the Apportionment Report or otherwise respond.

5. If the Lead Class Counsel has no further objections or questions he or she shall indicate in writing to the Net Settlement Fund Agent that he or she is approving distribution of the Net Settlement Fund to the Type II Subclass of the Final Settlement Class.

6. If the Lead Class Counsel and the Net Settlement Fund Agent are unable to agree on the Apportionment Report, then the Lead Class Counsel shall file a motion with the Court seeking a ruling to resolve the issue. The Net Settlement Fund Agent's attorneys' fees and costs for appearing before the Court shall be paid from the Net Settlement Fund.

7. Distribution of the Net Settlement Fund to the member of the Type II Subclass of the Final Settlement Class shall be made by check drawn on the Net Settlement Fund Account and mailed via United States Mail to the last known address of each member of the Type II Subclass of the Final Settlement Class by the Net Settlement Fund Agent.

8. Distribution of the Net Settlement Funds shall occur within 30 days of the date the Lead Class Counsel approves the Apportionment Report or any amended version of same or any order of the Court made under paragraph 6 of this Section.

9. The Net Settlement Fund Agent shall notify the Lead Class Counsel of any distribution checks that are returned by the U.S. Post Office as undeliverable. Lead Class Counsel shall make a reasonable effort to locate a new or corrected mailing address and provide it to the Net Settlement Fund Agent for sending a new settlement check.

10. In the event that no correct mailing address information can be obtained as provided in paragraph 9 of this Section within sixty (60) days, the pro rata share of the Net Settlement Fund of any such unlocated member of the Fine Paying Sub-Class of the Final Settlement Class shall be paid to to be determined, a not for profit organization in the name of that member as consideration for the release of the Released Parties.

11. Members of the Type I Subclass of the Final Settlement Class are not entitled to any payment from the Settlement Fund or the Net Settlement Fund.

L. Miscellaneous Provisions

1. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

2. Each of the attorneys executing this Agreement, any of its exhibits, or any related settlement documents on behalf of any Settling Party hereto hereby warrants and represents that he or she has been duly empowered and authorized to do so by the Settling Parties he or she represents.

3. This Agreement supersedes any prior agreements. No representations, warranties or inducements have been made to or relied upon by any Settling Party concerning this Agreement, other than the representations, warranties and covenants expressly set forth herein. Except as otherwise provided herein, each Settling Party shall bear its own costs.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the Settling Parties and their respective officers, directors, employees, agents, successors, executors, heirs, and assigns.

5. This Agreement may be executed in any number of counterparts by any of the signatories hereto and the transmission of an original signature page electronically (including by

facsimile or portable document format) shall constitute valid execution of the Stipulation as if all signatories hereto had executed the same document. Copies of this Agreement executed in counterpart shall constitute one agreement.

6. This Agreement, the Settlement, and any all disputes arising out of or relating in any way to this Agreement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles.

7. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties or their counsel or their respective successors in interest.

8. The Settling Parties and their counsel represent that they will not encourage or otherwise influence any Settlement Class Members to request exclusion from, or object to, the Settlement.

9. The Settling Parties covenant and agree that neither this Agreement, nor the fact nor any terms of the Settlement, nor any communication relating thereto, is evidence, or an admission or concession by any Settling Party or their counsel, any Settlement Class Member, or Released Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Agreement is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by any Released Party or any damages or injury to any Representative Plaintiff or

member of the Settlement Class, Final Settlement Class or any member that has excluded him, her or itself from those Classes. This Agreement, nor any of the terms and provisions of this Agreement, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith: (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Defendants, or of any infirmity of any defense, or of any damages to the Representative Plaintiffs or any other Settlement Class Member or Final Settlement Class Member or any person who has excluded him, her or itself from those Classes, or (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Parties or any injury or damages to any person or entity, or (c) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation or the Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue and establish that the Stipulation or Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement or Final Judgment, or as otherwise required by law.

10. The Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and all Settling Parties have contributed substantially and materially to the

preparation of this Agreement.

11. All agreements by, between or among the Settling Parties, their counsel and their other advisors as to the confidentiality of information exchanged between or among them shall remain in full force and effect, and shall survive the execution and any termination of this Agreement and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement.

12. Representative Plaintiffs and Lead Class Counsel represent and warrant that the Representative Plaintiffs are Settlement Class Members and none of the Representative Plaintiffs' claims or causes of action against one or more Defendants in the Action, or referred to in this Agreement, or that could have been alleged against one or more Defendants in the Action, have been assigned, encumbered or in any manner transferred in whole or in part.

13. The Settling Parties shall not assert or pursue any action, claim or rights that any party violated any provision of Rule 137 of the Illinois Supreme Court Rules in connection with the Action, the Settlement or the Stipulation. The Settling Parties agree that the Action was resolved in good faith following arm's-length bargaining.

14. Any failure by any of the Settling Parties to insist upon the strict performance by any other Settling Party of any of the provisions of the Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by the other Settling Parties to this Agreement.

15. The waiver, express or implied, by any Settling Party of any breach or default by any other Settling Party in the performance of such Settling Party of its obligations under the Stipulation shall not be deemed or construed to be a waiver of any other breach, whether prior,

subsequent, or contemporaneous, under this Agreement.

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Paul Feder, et al. v. City of East St. Louis, et al.

Circuit Court for St. Clair County, Illinois

Cause No.: 14-CH-375

Signature Page to Settlement Agreement, Stipulation and Release

On Behalf of Plaintiffs PAUL FEDER, DENISE DURAKO, LATRICIA SANDERS, CAROL CRAWFORD, MICHAEL ORLET and ELIZABETH RUND

BY: 

Lloyd M. Cueto
Law Offices of Lloyd M. Cueto
7110 West Main Street
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Phone: (618) 277-1554
Fax: (618) 277-0962
Counsel for Plaintiffs

Paul Feder, et al. v. City of East St. Louis, et al.

Circuit Court for St. Clair County, Illinois

Cause No.: 14-CH-375

Signature Page to Settlement Agreement, Stipulation and Release

On Behalf of Defendants CITY OF EAST ST. LOUIS, ILLINOIS and BLUE LINE SOLUTIONS
LLC

BY: 

John E. Sabo #06196128

Michael L. Wagner, #06256818

Clayborne, Sabo and Wagner LLP

525 W. Main Street, Suite 105

Belleville, IL 62220

(618) 239-0187

EXHIBIT A
DRAFT PRELIMINARY
APPROVAL ORDER

CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, DENISE DURAKO,)
LATRICIA SANDERS, CAROL)
CRAWFORD, MICHAEL ORLET and)
ELIZABETH RUND, individually and)
as representatives of similarly situated)
persons,)

Plaintiffs,)

vs.)

Cause No.: 14-CH-375

CITY OF EAST ST. LOUIS, ILLINOIS,)
a municipal corporation, ALVIN PARKS,)
in his official capacity as Mayor of the)
City of East St. Louis, Illinois and BLUE)
LINE SOLUTIONS, INC, a corporation,)

Defendants.)

ORDER

Plaintiffs, having applied for an order preliminarily approving the proposed Agreement of Settlement dated March 3, 2015 ("Agreement") with the Defendants upon the terms and conditions set forth in the Agreement, and the Court having read and considered the Agreement and accompanying documents; and all Parties to the Settlement Agreement having consented to the entry of this Scheduling Order ("Order") and having heard the arguments of counsel of record for Plaintiffs and Defendants,

NOW, THEREFORE, this ___ day of _____, 2015, upon application of the Plaintiffs' Counsel without objection or reservation of rights by Defendants, except as contained within the Agreement,

IT IS HEREBY ORDERED that:

1. Except for the terms defined herein, the Court adopts and incorporates the definitions in the Agreement for the purposes of this Order.

2. The terms of the Agreement are hereby preliminarily approved. The Court finds that the Agreement was entered into at arm's-length by experienced counsel and is, in all respects, fair,

reasonable and adequate, and in the best interests of the Settlement Class, including the named Plaintiffs, such that notice of the proposed Settlement should be given to the members of the Settlement Class as provided in this Order. The terms of the Plan of Allocation are preliminarily approved as within the range of reasonableness.

3. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, the Court hereby finds that the requirements for a class action have been met and preliminarily certifies the following Class for settlement purposes only herein after referred to as the Settlement Class:

- A. "Type I Subclass". All persons and legal entities who were issued a Notice of Violation of the East St. Louis Ordinance No. 14-10001 or who were identified by the registered owner of a motor vehicle who received such Notice of Violation as the driver of the vehicle at the time of the alleged violation; and,
- B. "Type II Subclass". All persons and legal entities who paid a fine under the City's Ordinance No. 14-10001 either to the City or to BLS as agent for the City;
- C. Notwithstanding the above, the following individuals are excluded from the Proposed Settlement Class and its Subclasses:
 - i. Any persons or legal entities who otherwise come within the definition of the Proposed Settlement Class who elects to be excluded from the Proposed Settlement Class under the deadlines and procedures to be set forth in the Notice to the Class approved by the Court;
 - ii. Any person or legal entity who otherwise comes within the definition of the Proposed Settlement Class that has already received a refund, stopped payment on their check or reversed their credit card charges as of the date for the disbursement of payments made under this Proposed Settlement;
 - iii. Any officer or employee of the City of East St. Louis and Blue Line Solutions, LLC who were employed or held elective office from the time that the Photographic Speed Enforcement Program was implemented under Ordinance No. 14-10001 or during the pendency of this lawsuit; and
 - iv. The Court, including any sitting Judges in the United States District Court for the Southern District of Illinois or the Twentieth Judicial Circuit Court of Illinois, their law clerks, and District or Circuit court personnel serving during the pendency of the lawsuit and the members of their immediate families.

4. The Court hereby appoints attorneys Eric M. Rhein and Lloyd M. Cueto as Class Plaintiff's Counsel with Eric M. Rhein to serve as Class Plaintiff's Lead Counsel.

5. The Court finds that Plaintiff Paul Feder is a member of the Type I Subclass of the Settlement Class and will adequately represent the interest of the absent members of that Subclass. Paul Feder is herein appointed Class Representative for the Type I Subclass of the Settlement Class.

6. The Court finds that Plaintiffs Denise Durako, Latricia Sanders, Carol Crawford, Michael Orlet and Elizabeth Rund are members of the Type II Subclass of the Settlement Class and will adequately represent the interests of that Subclass. Denise Durako, Latricia Sanders, Carol Crawford, Michael Orlet and Elizabeth Rund are herein appointed as Class Representatives of the Type II Subclass of the Settlement Class.

7. A hearing will be held on _____ at _____ a.m. in Courtroom _____ of this Courthouse before the undersigned, to consider the fairness, reasonableness, and adequacy of the proposed Settlement (the "Settlement Hearing"). The foregoing date, time, and place of the Settlement Hearing shall be set forth in the mail notice and publication notice which is ordered herein, but shall be subject to adjournment or change by the Court without further notice to the Members of the Settlement Class other than that which may be posted at the Court, on the website of the Lead Class Counsel.

8. The Court reserves the right to provide Final Approval of the Settlement at or after the Settlement Hearing with such modifications as may be expressly consented to by all Parties to the Settlement Agreement and without further notice to the Class.

9. The Court approves, in form and substance, the Class Notice in Exhibit C to the Stipulation. The form and method of notice specified therein is the best notice practicable under the circumstances and shall constitute due and sufficient notice of the Settlement and the Settlement Hearing to all persons entitled to receive such notice, and fully satisfies the requirements of due process, Section 2-801 of the Illinois Code of Civil Procedure, and applicable law.

10. Within fourteen (14) business days after the date of the entry of this Order, Defendants shall cause copies of the Notice to begin to be mailed by United States first class mail, postage prepaid, to each of the members of the Type II Subclass of the Settlement Class whose names and last known addresses are contained within the records of the Defendants.

11. As soon as practicable after the mailing of the notice commences in paragraph 10 herein, Defendants shall cause to be published the Notice to the members of the Type I Subclass of the Settlement Class on the websites of the City and the Lead Class Counsel. The Court finds that no

additional notice to the Non-Paying Sub-Class is required since the City is entering into a consent decree that dismisses all pending charges against the members of this Sub-Class with prejudice whether they elect to opt out of the Settlement or not.

12. The Court finds that since the Notice approved herein includes information for members of both the Type I Subclass and the Type II Subclass that no further notice will be required as to the members of the Type II Subclass after the Notice has been mailed to the members of the Type II Subclass of the Settlement Class and the Notice is posted on the websites of the City and the Lead Class Counsel.

13. The Lead Class Counsel and counsel for Defendants shall cause the Settlement Agreement, this Order, the motion for preliminary approval, the Request for Exclusion, and other information on the Settlement to be accessible on websites of the City and the Lead Class Counsel.

14. Class Counsel shall file their motions for payment of attorneys' fees and reimbursement of expenses and for final approval of the Settlement no later than fourteen (14) days prior to the Settlement Hearing.

15. Any Member of the Settlement Class who objects to any aspect of the Settlement or the form of the proposed Final Order and Judgment, or who otherwise wishes to be heard, and who has not requested exclusion from the Settlement, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person other than Lead Counsel and counsel for the Settling Defendants shall be heard and no papers, briefs, pleadings, or other documents submitted by any Member of the Class shall be considered by the Court unless, not later than twenty-one (21) days prior to the Settlement Hearing directed herein the objecting Member of the Class files the following with the Court and serves the same on or before such filing by hand or U.S. Mail on Lead Class Counsel and Lead Defense Counsel that provides the following information:

- (i) a written notice of intention to appear;
- (ii) proof of membership in the proposed Final Settlement Class;
- (iii) a detailed statement of the objections to any matters before the Court;
- (iv) a statement advising of any court proceeding in which said objector has made an objection to a proposed class action settlement within the past three years, including case name, docket number, and court;

- (v) if a Member of the Class intends to appear and be heard at the Settlement Hearing, the grounds or reasons why the Member of the Class desires to appear and be heard; and
- (vi) all documents or writings the Member of the proposed Final Settlement Class desires the Court to consider.

16. Any Member of the proposed Final Settlement Class who fails to object in the manner described in Section 15 of this Order shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or any other action or proceeding.

17. Any request for exclusion from the Settlement by a Member of the Settlement Class must be made in writing, include all information requested in the "Request For Exclusion" form attached to the Notice approved by the Court herein, and be received by the Class Plaintiffs' Lead Counsel no later than forty (40) days before the Settlement Hearing. Requests for exclusion that do not include all of the requested information will be held invalid and ineffective to exclude the Member from the Settlement.

18. At least seven (7) days prior to the Settlement Hearing, Defendants shall cause to be served and filed a sworn statement attesting to compliance with the notice provisions in Sections 10-12 of this Order.

19. The Settlement Agreement and any negotiations, statements, discovery or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption of, concession of, or admission by, any of the Released Parties or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that the Representative Plaintiffs, the Class, or any other Person, have suffered any damage attributable in any manner to any of the Released Parties. The Settlement Agreement and any negotiations, statements, discovery or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption of, concession of, or admission or lack of merit of any of the claims in this Action. The existence of the Settlement Agreement, its contents, and any negotiations, statements, discovery or proceedings in connection therewith, shall not be offered or admitted into evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

20. If the Settlement receives the Court's Final Approval following the Settlement Hearing, a Final Order and Judgment will be entered as described in the Settlement Agreement.

21. If the Settlement, including any amendment made in accordance with the Settlement Agreement, is not approved by the Court or the Effective Date does not occur for any reason, the Settlement (including any modification thereof made with the express consent of all Parties as provided for in the Settlement Agreement), and preliminary certifications herein and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect. In that event, neither the Settlement Agreement, nor any provision contained in the Settlement Agreement, nor any action undertaken pursuant thereto, nor the negotiation thereof or discovery provided solely in connection with the negotiations by any party, shall be deemed an admission or concession, or received as evidence in this or any other action or proceeding.

22. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to Members of the Class.

23. In the event that the Settlement Agreement is terminated in accordance with its provisions, the Settlement Agreement and all proceedings had in connection therewith shall be null and void, except as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of the Parties.

24. If the Settlement Agreement is terminated, not approved by the Court, or the Effective Date does not occur for any reason, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

25. Pending final determination of whether the Settlement should be finally approved, all Representative Plaintiffs and putative Class Members and anyone who acts or purports to act on their behalf are hereby barred and enjoined from instituting, commencing or prosecuting any action asserting any Released Claims against the Released Parties, and any other action or proceedings brought by any putative Class Members asserting any Released Claims against the Released Parties are hereby stayed and suspended until further order of the Court.

26. If any deadline imposed herein falls on a non-business day, then the deadline is extended until the next business day.

27. Members of the Settlement Class are not to contact the Court regarding this matter, the proposed Settlement or with any questions concerning the Settlement except as provided herein.

Members of the Settlement Class who have questions or concerns regarding the proposed settlement or any aspect of the Settlement are directed to contact the Lead Class Counsel or the Class Counsel.

SO ORDERED:

This ___ day of _____, 2015.

JUDGE

EXHIBIT B

DRAFT FINAL APPROVAL
ORDER AND JUDGMENT

CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, DENISE DURAKO,)
LATRICIA SANDERS, CAROL)
CRAWFORD, MICHAEL ORLET and)
ELIZABETH RUND, individually and)
as representatives of similarly situated)
persons,)

Plaintiffs,)

vs.)

Cause No.: 14-CH-375

CITY OF EAST ST. LOUIS, ILLINOIS,)
a municipal corporation, ALVIN PARKS,)
in his official capacity as Mayor of the)
City of East St. Louis, Illinois and BLUE)
LINE SOLUTIONS, INC, a corporation,)

Defendants.)

**FINAL ORDER APPROVING CLASS ACTION SETTLEMENT
AND JUDGMENT**

On _____, 2015, the Court held a Fairness Hearing for Final Approval of Class Settlement, pursuant to the Court's _____, 2015 Order Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order"). Plaintiffs Paul Feder, Denise Durako, Latrica Sanders, Carol Crawford, Michael Orlet and Elizabeth Rund filed a Motion for Preliminary Approval of Class Action Settlement on _____, 2015. The Court held a hearing to address the preliminary approval on _____, 2015, and issued the Preliminary Approval Order following the hearing. Plaintiffs filed a Motion for Final Approval of Settlement on _____, 2015. Lead Counsel for the Settlement Class filed a motion for approval of attorneys' fees and costs on _____, 2015.

Having fully reviewed and considered the Settlement Agreement and all submissions, written and oral, the Court finds that the Settlement Agreement is fair, reasonable, and adequate. The Motion for Final Approval of the Settlement Agreement is thus **GRANTED** and **JUDGMENT** is entered in accordance with the following:

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:

1. Capitalized terms set forth in this Order shall have the same meaning as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this litigation and over all of the parties to this litigation, including Plaintiffs and all proposed Final Settlement Class members.
3. The Court finds that the Settlement Agreement was arrived at in good faith, without collusion, following extensive arms' length negotiations by counsel for the parties.
4. The Court finds that the Settlement Agreement provides valuable benefits to the Final Settlement Class. The Settlement Agreement provides actual benefits to the Final Settlement Class members. The Type I Sub-Class of the Final Settlement Class will receive the benefits of a consent decree wherein the City agrees to dismiss with prejudice all pending charges of violations of its Ordinance Number 14-10001 up to the date of this Order for speeding, an agreement by the City not to further enforce its Ordinance Number 14-10001 without further legislative authority regarding its Photographic Vehicle Speed Enforcement Program and/or modification of that Program as to the jurisdiction for hearings on contested charges. The Type II Sub-Class of the Final Settlement Class will also receive the benefits of the consent decree but will also receive a partial refund of the fines the members of that Sub-Class voluntarily paid in response to the charge that they were speeding.
5. The Court hereby finally approves the Settlement set forth in the Settlement

Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable. The payment of only a portion of the fines paid is a fair, reasonable and adequate remedy in that it is uncertain that the members of this Sub-Class would be entitled to any refund at all if they litigated their claims due to the recognition of the Courts of this State of the Voluntary Payment Doctrine under circumstances similar to the facts of this case. The Court herein directs the parties to effectuate the Settlement according to its terms.

6. Solely for the purpose of effectuating the Settlement, the Court hereby further finds as follows:

- a. Joinder of all Settlement Class Members in a single proceeding would be impractical given the numbers of members of that Class;
- b. The Class Representatives and Class Counsel have capably prosecuted the claims in this lawsuit;
- c. No conflict exists between the Class Representatives or Class Counsel and the Settlement Class;
- d. The Class Representatives and Class Counsel are adequate representatives for the Settlement Class;
- e. The Class Representatives' claims are typical of the Settlement Class;
- f. The Class Representatives are members of the Settlement Class, including each of the Sub-Classes and have claims representative of claims and defenses presented in this case;
- g. Commonalty is satisfied in this case for settlement purposes as a number of common issues exist among the Settlement Class Members; and
- h. Certification of an agreed upon Settlement Class is a superior method for resolving these claims.

7. The Settlement Class preliminarily certified on _____, 2015, is hereby finally certified as follows for settlement purposes only, pursuant to Section 2-801 *et seq.* of the Illinois Code of Civil Procedure and hereinafter referred to as the Final Settlement Class:

1. "Settlement Class" means a class consisting of two subclasses defined as:

- A. "Type I Subclass". All persons and legal entities who were issued a Notice of Violation of the East St. Louis Ordinance No. 14-10001 or who were identified by the registered owner of a motor vehicle who received such Notice of Violation as the driver of the vehicle at the time of the alleged violation; and,
- B. "Type II Subclass". All persons and legal entities who paid a fine under the City's Ordinance No. 14-10001 either to the City or to BLS as agent for the City;
- C. Notwithstanding the above, the following individuals are excluded from the Proposed Settlement Class and its Subclasses:
 - i. Any persons or legal entities who otherwise come within the definition of either the Type I Subclass or the Type II Subclass of the Proposed Settlement Class who elects to be excluded from the Settlement under the deadlines and procedures to be set forth in the Notices to the Class approved by the Court;
 - ii. Any person or legal entity who otherwise comes within the definition of the Proposed Settlement Class that has already received a refund, stopped payment on their check or reversed their credit card charges as of the date for the disbursement of payments made under this Proposed Settlement;
 - iii. Any officer or employee of the City of East St. Louis and Blue Line Solutions, LLC who were employed or held elective office from the time that the Photographic Speed Enforcement Program was implemented under Ordinance No. 14-10001 or during the pendency of this lawsuit; and
 - iv. The Court, including any sitting Judges in the United States District Court for the Southern District of Illinois or the Twentieth Judicial Circuit Court of Illinois, their law clerks, and District or Circuit court personnel serving during the pendency of the lawsuit and the members of their immediate families.

8. The Certification of the Final Settlement Class for settlement purposes shall be without force and effect if the Court's approval of the Settlement and/or entry of a final approval order and judgment are reversed or modified on appeal.

9. The Court finds that the Notice given to the Settlement Class Members was

materially implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order and: (i) constituted the best notice practicable under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the Settlement, their rights to object to the Settlement and to appear at the Final Settlement Hearing, and of Class Counsel's request for attorneys' fees and costs; (iii) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of the Illinois Code of Civil Procedure, Due Process under Illinois and U.S. Constitutions and the applicable Rules of the Court.

10. No objections to the Settlement by a Settlement Class Member was filed with the Court.

11. All Settlement Class Members who have not validly excluded themselves from the Settlement Class as set forth in the Preliminary Approval Order shall be bound by all determinations and judgments concerning the Settlement Agreement and the Settlement contemplated thereby.

12. The Court hereby dismisses on the merits and with prejudice the Complaint as to all Final Settlement Class Members, without fees or costs except as provided by the Court's Order granting attorneys' fees and costs. The Court further orders that all other pending lawsuits between any member of the Final Settlement Class and the Released Defendants be dismissed with prejudice.

13. Attached to this Order and incorporated herein is the list of Settlement Class Members who have properly and timely requested to be excluded from the Final Settlement Class in accordance with the terms of the Preliminary Approval Order and they shall not share in the benefits of the Settlement. The Court hereby dismisses without prejudice the claims of those

persons listed in the Attachment.

14. The Court hereby finds that the Allocation Plan and the plan for distribution of the Net Settlement Fund to fairly and adequately address settlement administration and ensures fair allocation of the Net Settlement Fund among the members of the Fine Paid Sub-Class of the Final Settlement Class. The Lead Class Counsel and the Net Settlement Fund Agent shall comply with the Allocation Plan and plan for distribution of the Net Settlement Fund to the members of the Fine Paid Sub-Class of the Final Settlement Class set forth in the Settlement Agreement.

15. Within fourteen (14) business days of this Order being entered by the Court or within fourteen (14) business days after all appeals regarding the Final Approval Order are finally resolved, whichever is longer and provided that the Final Approval Order and Judgment is affirmed in any such appeal, the Lead Class Counsel shall notify the Lead Defense Counsel in writing of the name and contact information of his designee to be the Net Settlement Fund Agent. Within ten (10) business days after receiving notice of the identity of the Net Settlement Fund Agent the Releasing Parties shall execute any documents required by the financial institution holding the Net Settlement Funds to transfer control of the Net Settlement Fund from the Released Parties and their Settlement Fund Agent to the Net Settlement Fund Agent. Once this transfer is completed, the Released Parties, their attorneys and the Settlement Fund Agent shall have no further responsibility for or right to the Net Settlement Fund or responsibility for the distribution of the Net Settlement Funds under the Plan of Allocation.

16. Upon the Effective Date, the Representative Plaintiffs, individually and as class representatives of the Final Settlement Class, and each Final Settlement Class Member who has not properly and timely excluded himself, herself or itself from the Final Settlement Class shall be deemed to have, and by operation of the Judgment in this case shall have, fully, finally, and forever

released, dismissed with prejudice, relinquished and discharged all Released Claims, including Unknown Claims, against the Released Parties (“Release”). This Release shall be binding upon any and all agents, representatives, attorneys, insurers, trustees, assigns, subrogees, heirs, and executors of each such Representative Plaintiff and Settlement Class Member. The terms “Released Parties”, “Released Claims” and “Unknown Claims” shall have the same meaning as in the Settlement Agreement.

17. If for any reason the Settlement Agreement becomes null and void before the Effective Date or before the Judgment becomes Final (including, without limitation, the exhaustion of any judicial review, or requests for judicial review from this Order), the current amended complaint shall be the Complaint and the Settling Parties shall resume the litigation as if no Settlement Agreement has been entered. In such an event the terms and conditions of the Settlement Agreement shall have no further force and effect with the exception of those terms and conditions stated therein that address the termination of the Settlement Agreement.

18. For reasons set forth in the motion of Lead Class Counsel for the payment of attorneys’ fees and expenses of the Class Counsel in the amount of _____ the request is granted with the amount of _____ to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

19. The Court further orders that the parties carry out the terms and conditions of the Settlement Agreement not otherwise set forth in this Order.

20. Without in any way affecting the finality of this Judgment, this Court expressly retains exclusive and continuing jurisdiction as to all matters relating to the administration, consummation, and enforcement and interpretation of the Settlement Agreement, and of this Order, and for any other purposes, including, but not limited to:

- a. Enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, or the Judgment, including, without limitation whether an individual is or is not a Final Settlement Class Member;
- b. Entering such additional orders as may be necessary or appropriate to project or effectuate the Judgment approving the Settlement Agreement, dismissing all claims with prejudice, and permanently enjoining Final Settlement Class members from initiating or pursuing related proceedings, or to ensure the fair administration of this Settlement, including issuing orders upon application of the parties, to conduct discovery that may be necessary to apply for the posting of an appeal bond if an appeal is filed by a Final Settlement Class member; and
- c. Resolving any disputes, claims or causes, and entering any additional orders relating to or arising out of the Released Claims, the timeliness and/or validity of any opt out, approval of any distributions to be made from the Net Settlement Fund on behalf of the Net Settlement Agent.

SO ORDERED:

This ___ day of _____, 2015.

EXHIBIT C

PROPOSED NOTICE TO THE

TYPE I SUBCLASS

NOTICE ORDERED BY COURT

IF YOU RECEIVED A NOTICE OF VIOLATION FROM THE CITY OF EAST ST. LOUIS, ILLINOIS UNDER ITS PHOTOGRAPHIC VEHICLE SPEED ENFORCEMENT PROGRAM AND YOU MAY BE A PART OF THE TYPE I SUBCLASS IN A PROPOSED CLASS ACTION SETTLEMENT

*AN ILLINOIS CIRCUIT COURT HAS ORDERED THIS NOTICE
THIS IS NOT A SOLICITATION FROM A LAWYER*

- A Settlement has been proposed in a class action against the City of East St. Louis, Illinois (City) and Blue Line Solutions LLC ("BLS") regarding the City's Photographic Vehicle Speed Enforcement Program ("Program").
- This Notice is directed to those persons who received a Notice of Violation under the Program as the registered owner of the motor vehicle charged with speeding or a person identified to the City or BLS as the driver of said vehicle at the time of the alleged violation. Persons and entities that this applies to may be part of a subclass for the purpose of the proposed Settlement referred to as the Type I Subclass. If you paid the fine you may be subject a different subclass of the proposed Settlement referred to as the Type II Subclass. To see the Notice to the Type I Subclass visit www.CEST.US or www.erhein-attorney.com or view it at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois.

Your Legal Rights And Options In This Settlement	
DO NOTHING	If you do nothing then all charges against you or anyone operating your vehicle identified in the Notice of Violation will be dismissed with prejudice which means it cannot be reinstated.
EXCLUDE YOURSELF	You can remove yourself from this Class Action, but the charges against you or anyone operating your vehicle identified in the Notice of Violation will still be dismissed with prejudice.
FILE OBJECTION	You may remain a Class Member but write to the Court explaining why you believe the Settlement is not fair, reasonable, and/or adequate.

- These rights and options – **and the deadlines for exercising them** – are explained in this Notice.
- The Court must still decide whether to approve the Settlement.

BASIC INFORMATION

I. What is this lawsuit about?

Background.

The City of East St. Louis, Illinois enacted an ordinance that established its Photographic Vehicle Speed Enforcement Program. Under the Program when a City police officer observed a motor vehicle that may be operating at a speed in excess of City speed limits the officer could use special equipment that determined the speed of the vehicle and then photographed the vehicle if it was operating at a set m.p.h. over the speed limit. Rather than pull over the operator of the speeding vehicle and issue a citation for speeding, a Notice of Violation was mailed to the registered owner of the vehicle that provided information on the violation and the owner's right to pay a set fine or request a hearing to contest the charge. Under the Program hearings were to be administrative hearings conducted by the City with a right to appeal to the Circuit Court. An owner could have the charges against the owner dismissed by identifying the person who was operating the vehicle at the time of the alleged violation. Violations of the City's speed limit laws handled under the Photographic Vehicle Speed Enforcement Program were not reported to state regulatory agencies who administer driving privileges and therefore the violation did not become a part of the owner's official driving record. Violations were also not reported to automobile insurance companies. Equipment for the Program was provided by BLS under contract with the City. BLS also administered issuing the Notices of Violations and accepted payments of the fines for the City.

What the Plaintiffs' Alleged:

The Plaintiffs who brought this lawsuit claim that ESTL lacked the legal authority to enact the Photographic Vehicle Speed Enforcement Program under Illinois law. An Illinois statute prohibits municipalities such as ESTL from using automated photographic speed enforcement equipment. In addition they claim that the Photographic Vehicle Speed Enforcement Program's use of ESTL's administrative hearings to determine contested charges under the Program infringed upon the authority of the Illinois Circuit Court to hear and determine moving violations under the Illinois Motor Vehicle Code.

How the City and BLS Responded:

The City and BLS have denied and continued to deny that the Photographic Vehicle Speed Enforcement Program violated state and federal laws. The Illinois statute on automated photographic speed enforcement equipment does not apply to the City's Photographic Vehicle Speed Enforcement Program since the City's program was operated by a police officer and not automated and does not prohibit the use of photographic evidence that a vehicle was speeding. The City further maintains that its use of its municipal administrative court to resolve hearings on contested charges under the Program does not infringe upon the circuit court's jurisdiction.

2. Why is there a Settlement?

A motion to dismiss the case has been filed by the City and BSL. The Court has not decided in favor of the Plaintiffs or the City and BSL on any issue in the case. The settlement in this case provides the members of the class with a substantial portion of the fines they paid without trying to overcome the defenses raised by the City and BSL. The Settlement provides the City and BSL with a means of buying their peace that will permit them to move forward with efforts to modify its Program or obtain additional legislative authority for the Program from the Illinois legislature. Both the Plaintiffs, the City and BSL benefit by avoiding the need for a trial and what likely would be separate appeals over the issue of whether a class should be certified by the Court and the issue of whether the City and/or BSL is liable to the Plaintiffs – a process that could take several years to conclude.

3. Why am I receiving this Notice?

According to the records of the City and BSL you are a member of the Type I Subclass of the Settlement Class because:

You were issued a Notice of Violation of the East St. Louis Ordinance No. 14-10001 or were identified by the registered owner of a motor vehicle who received such Notice of Violation as the driver of the vehicle at the time of the alleged violation and you did not pay the fine.

If you meet the above definition you are a Class Member and are entitled to the benefits under the Settlement unless you submit a request to be excluded from this Class Settlement in the manner described below.

4. What Will I Receive From The Settlement?

The City has agreed to the entry of a consent decree dismissing all charges issued under the Program with prejudice which means the City will not pursue any prosecutions under its Program or file any state charges for the alleged speeding referenced in your Notice of Violation. It will also not issue any new Notices of Violations under the Program until certain conditions occur. See the Preliminary Order for a draft of the Consent Decree for details at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois.

5. When will the charges in the Notice of Violation be dismissed?

The Court must still approve the Settlement. Once the Court has approved the Settlement a consent order will be entered dismissing the charges against you with prejudice. The Court will hold a hearing on _____ to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may still be appeals regarding the Settlement. It is always uncertain how long it will take for these appeals to be decided. In some cases, appeals in similar cases have taken more than a year to be resolved.

6. Do I give up anything by accepting the Settlement?

Unless you exclude yourself, you will receive benefits under the Settlement described in this Notice, but you can't now pursue or bring any lawsuit against the City and/or BLS involving the legal claims that were or could have been brought in this case. It also means that all of the Court's Orders in this Action will apply to you and legally bind you. If you do not exclude yourself from the settlement, you will be bound by the Release of any and all Claims and Unknown Claims you may have against the City and BLS arising out of the City's Photographic Vehicle Speed Enforcement Program as more fully set forth in the Settlement Agreement available for inspection at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois.

7. How do I exclude myself from the Settlement?

If you don't want to receive a payment from the Settlement and/or want to maintain your right to sue or to continue to sue the City and BLS on your own regarding the legal issues in this case, then you must take the following steps to exclude yourself from the settlement. This is called "Opting Out" of the settlement. To exclude yourself from the settlement, you must do so by mail. You can use the attached form or you may send a letter to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois that includes: (1) the name of this lawsuit: *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*; (2) your full name and current address; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. The Form or your letter must be mailed to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois with a copy to the Mr. Eric M. Rhein as Lead Class Counsel at the address in this Notice and to counsel for the City and BLS, Mr. John E. Sabo, Clayborne, Sabo and Wagner LLP, 525 W. Main St., Suite 105, Belleville, Illinois 62220.

REQUESTS FOR EXCLUSIONS THAT ARE NOT POST-MARKED OR RECEIVED ON OR BEFORE _____ WILL NOT BE HONORED.

You cannot exclude yourself on the phone or by e-mail. You also cannot exclude yourself by mailing a request to any other location or my mailing it after the deadline.

If you exclude yourself and decide to file your own individual lawsuit, you should act quickly, as the time to file such an action is limited.

8. Do I have a lawyer in this case?

Plaintiffs retained:

Eric M. Rhein
Attorney at Law
6897 West Main Street
Belleville, IL 62223

Lloyd M. Cueto
Law Offices of Lloyd M. Cueto
7110 West Main Street
Belleville, IL 62223

to represent them as Class Counsel. In connection with the primary approval of the Settlement, the Court provisionally appointed these firms to represent you and the other Class Members for the purposes of considering this settlement. Together, these lawyers are called Class Counsel. You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

The Court will determine how much to award Class Counsel for attorneys' fees and for costs and expenses they and any Plaintiffs have incurred in litigating this matter. Class Counsel have asked the Court for an award of _____ and the City and BLS has agreed not to object to the request provided that the Court orders the payment to be made from the Settlement Fund. Any award of attorneys' fees by the Court will reduce the settlement fund, and therefore, it will reduce the amount of the payment that you will be entitled to receive under the settlement. If you wish to examine the basis for the attorneys' fee request, you may obtain a copy of Class Counsel's Preliminary Motion for Approval of Attorneys' Fees at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, #10 Public Square, Belleville, Illinois. You can file an objection to the request by following the instructions in paragraph 10 below.

10. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you think any part of it is not fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the Settlement. The Court and Class Counsel will consider your views carefully. To object, you must mail a letter stating that you object to the Settlement *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*. Be sure to include: (1) the name of this lawsuit; (2) your full name, current address and telephone number; (3) the reasons you object to the Settlement; and (4) your signature. Mail the objection to the following addresses so that it is post-marked or received no later than: _____ to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois and to Mr. Eric M. Rhein, the Lead Class Counsel, at the address in this Notice.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you don't want to be a part of the Class, and you get nothing under the Settlement. If you exclude yourself, you can pursue your own claim against the City and/or BLS, but you have no basis to object to the Settlement because it no longer affects you.

12. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing on _____. The hearing will be held at ____ a.m. in Courtroom No. _____ for the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, located at 10 Public Square, Belleville, Illinois. At this hearing, the Court will consider whether the Settlement is fair, reasonable adequate given the facts and law applicable to the case. If there are objections, the Court will consider them. The Court is also expected to decide the attorneys' fees to be awarded to Class Counsel. Class Counsel will answer any questions the Court may have on the Settlement but you are welcome to come to the hearing at your own expense. If you sent an objection, you don't have to come to Court to talk about it. As you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Following the hearing the Court will enter an order on whether it is giving its final approval to the Settlement.

13. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois saying that it is your "Notice of Intention to Appear at the hearing for Final Approval of the Settlement in the case of *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*." Be sure to include your name, address and telephone number and your signature. Your Notice of Intention to Appear must be sent to Class Counsel identified in this Notice and must be post-marked by _____. You cannot speak at the hearing if you exclude yourself.

14. Other details about the Settlement?

This Notice summarizes the proposed Settlement. For more details, including a copy of the Complaint, Settlement Agreement and any other documents, you can download them from www.CEST.US or www.erhein-attorney.com or view them at Clerk of the Circuit Court, Twentieth Judicial Circuit, #10 Public Square, Belleville, Illinois. You may also obtain copies of them from the Clerk of the Court, but the Clerk of the Court will charge a fee for any copies. If you have any questions about the case, you can call or write to Class Counsel identified in this Notice.

Do not contact the Court regarding the Settlement.

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, DENISE DURAKO,
LATRICIA SANDERS, CAROL
CRAWFORD, MICHAEL ORLET and
ELIZABETH RUND, as representatives
of similarly situated persons,

Plaintiffs,

v.

CITY OF EAST ST. LOUIS, ILLINOIS,
a municipal corporation, ALVIN PARKS,
in his official capacity as Mayor of the
City of East St. Louis, Illinois and BLUE
LINE SOLUTIONS, INC, a corporation,

Defendants.

Cause No.: 14-CH-375

REQUEST TO BE EXCLUDED – RECEIVE NO SETTLEMENT BENEFITS

Full Name/Address:

Telephone:

() _____

That having received and read the Notice Ordered By The Court in the above litigation, I hereby advise the Court, Class Counsel and Defense Counsel that I am opting out of the settlement. By electing to opt out, I am excluding myself as a Class Member and acknowledge that I will receive nothing under the Settlement.

This Notice must be mailed to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois with a copies mailed to the Mr. Eric M. Rhein as Lead Class Counsel at 5897 West Main Street, Belleville, Illinois 62223 and to counsel for the City and BLS, Mr. John E. Sabo, Clayborne, Sabo and Wagner LLP, 525 W. Main St., Suite 105, Belleville, Illinois 62220.

Failure to provide all of the information on the Form and have it post-marked by _____ will result in the Court not considering it and not excluding you from the Settlement.

Dated:

Acknowledged By:

Signature

EXHIBIT D

PROPOSED NOTICE TO THE TYPE II
SUBCLASS

EXHIBIT D

PROPOSED NOTICE TO THE TYPE II
SUBCLASS

NOTICE ORDERED BY COURT

IF YOU PAID A FINE TO THE CITY OF EAST ST. LOUIS, ILLINOIS OR BLUE LINE SOLUTIONS LLC UNDER THE CITY'S PHOTOGRAPHIC VEHICLE SPEED ENFORCEMENT PROGRAM YOU MAY RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT

*AN ILLINOIS CIRCUIT COURT HAS ORDERED THIS NOTICE
THIS IS NOT A SOLICITATION FROM A LAWYER*

- A Settlement has been proposed in a class action against the City of East St. Louis, Illinois (City) and Blue Line Solutions LLC ("BLS") regarding the City's Photographic Vehicle Speed Enforcement Program ("Program").
- This Notice is directed to those persons who paid a fine under the Program. Members of this group are referred to as the Type II Subclass of the proposed Settlement Class. If you did not pay a fine under the Program but you received a Notice of Violation under the Program or were the driver of the motor vehicle that was mentioned in a Notice of Violation under the Program you may be a member of the group referred to as the Type I Subclass of the Proposed Settlement Class. A Notice similar to this one for the members of the Type I Subclass may be viewed at www.CEST.US or www.erhein-attorney.com or may be viewed in person at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois.

Your Legal Rights And Options In This Settlement	
DO NOTHING	You will still receive money from the Settlement Fund but will give up the right to file a separate lawsuit against the City and BLS for claims arising out of the Program.
EXCLUDE YOURSELF	You can remove yourself from this Class Action, in which case you will not receive any money from this Settlement, and you will retain your right to file a separate lawsuit against the City and BLS.
FILE OBJECTION	You may remain a Class Member but write to the Court explaining why you believe the Settlement is not fair, reasonable, and/or adequate.

- These rights and options – **and the deadlines for exercising them** – are explained in this Notice.
- The Court must still decide whether to approve the Settlement. Money will only be paid if the Court approves the Settlement and all appeals have been resolved.

BASIC INFORMATION

1. What is this lawsuit about?

Background.

The City of East St. Louis, Illinois enacted an ordinance that established its Photographic Vehicle Speed Enforcement Program. Under the Program when a City police officer observed a motor vehicle that may be operating at a speed in excess of City speed limits the officer could use special equipment that determined the speed of the vehicle and then photographed the vehicle if it was operating at a set m.p.h. over the speed limit. Rather than pull over the operator of the speeding vehicle and issue a citation for speeding, a Notice of Violation was mailed to the registered owner of the vehicle that provided information on the violation and the owner's right to pay a set fine or request a hearing to contest the charge. Under the Program hearings were to be administrative hearings conducted by the City with a right to appeal to the Circuit Court. An owner could have the charges against the owner dismissed by identifying the person who was operating the vehicle at the time of the alleged violation. Violations of the City's speed limit laws handled under the Photographic Vehicle Speed Enforcement Program were not reported to state regulatory agencies who administer driving privileges and therefore the violation did not become a part of the owner's official driving record. Violations were also not reported to automobile insurance companies. Equipment for the Program was provided by BLS under contract with the City. BLS also administered issuing the Notices of Violations and accepted payments of the fines for the City.

What the Plaintiffs' Alleged:

The Plaintiffs who brought this lawsuit claim that ESTL lacked the legal authority to enact the Photographic Vehicle Speed Enforcement Program under Illinois law. An Illinois statute prohibits municipalities such as ESTL from using automated photographic speed enforcement equipment. In addition they claim that the Photographic Vehicle Speed Enforcement Program's use of ESTL's administrative hearings to determine contested charges under the Program infringed upon the authority of the Illinois Circuit Court to hear and determine moving violations under the Illinois Motor Vehicle Code. The Plaintiffs also claim that ESTL and BSL must return the fines paid under the Photographic Vehicle Speed Enforcement Program since that Program was invalid under Illinois law and that their refusal to refund the fines amounts to conversion of the money paid for the fines under Illinois law.

How the City and BLS Responded:

The City and BLS have denied and continued to deny that the Photographic Vehicle Speed Enforcement Program violated state and federal laws. The Illinois statute on automated photographic speed enforcement equipment does not apply to the City's Photographic Vehicle Speed Enforcement Program since the City's program was operated by a police officer and not automated and does not prohibit the use of photographic evidence that a vehicle was speeding. The City further maintains that its use of its municipal administrative court to resolve hearings on contested charges under the Program does not infringe upon the circuit court's jurisdiction. The City and BLS deny that their refusal to return the fines paid under the Program amounts to conversion. Under long established Illinois law the City and BSL have no legal duty to return fines voluntarily paid under ordinances later held invalid or unconstitutional.

2. Why is there a Settlement?

A motion to dismiss the case has been filed by the City and BSL. The Court has not decided in favor of the Plaintiffs or the City and BSL on any issue in the case. The settlement in this case provides the members of the class with a substantial portion of the fines they paid without trying to overcome the defenses raised by the City and BSL. The Settlement provides the City and BSL with a means of buying their peace that will permit them to move forward with efforts to modify its Program or obtain additional legislative authority for the Program from the Illinois legislature. Both the Plaintiffs, the City and BSL benefit by avoiding the need for a trial and what likely would be separate appeals over the issue of whether a class should be certified by the Court and the issue of whether the City and/or BSL is liable to the Plaintiffs – a process that could take several years to conclude.

3. Why am I receiving this Notice?

According to the records of the City and BSL you are a member of the Settlement class because:

you either received a Notice of Violation under the Program as the registered owner of the motor vehicle charged with speeding under the Program or a person identified to the City or BSL as the driver of said vehicle at the time of the alleged violation and you paid the fine or you paid the fine on behalf of someone who was either the registered owner or driver of the vehicle suspected with speeding.

If you meet the above definition you are a member of the Type II Subclass of the Settlement Class and are entitled to the benefits under the Settlement unless you submit a request to be excluded from this Settlement in the manner described below.

4. What Will I Receive From The Settlement?

First, the City has agreed to the entry of a consent decree dismissing all charges issued under the Program with prejudice which means the City will not pursue any prosecutions under its Program or file any state charges for the alleged speeding referenced in your Notice of Violation. It will also not issue any new Notices of Violations under the Program until certain conditions occur. See the Preliminary Order for a draft of the Consent Decree for details at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois. Second, the City and BSL have created a Settlement Fund from the paid fines that they still have in their possession. The Settlement Fund currently consists of \$_____. This amount may decline for reasons set forth in the Settlement Stipulation a copy of which is available for inspection on the aforementioned web sites. Subject to Court approval of the Settlement and deductions from the Fund authorized by the Court each member of the Type II Subclass of the Settlement Class who has not excluded himself, herself or itself

from the Settlement will be paid a *pro rata* amount of the remaining balance of the Settlement Fund based upon the number of members of the Type II Subclass and the amount of the fine you paid. At this time it is estimated that each person in this Subclass will receive ___% of the fine they paid from the Settlement, but this is an estimate only and the final amount may be greater or lower.

5. How do I get my payment from the Settlement?

The Court must still approve the Settlement. Once the Court has approved the Settlement you will automatically receive your share of the Settlement Fund unless you chose to exclude yourself from the Settlement.

The Court will hold a hearing on _____ to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may still be appeals regarding the Settlement. It is always uncertain how long it will take for these appeals to be decided. In some cases, appeals in similar cases have taken more than a year to be resolved. The Court will determine the date that the payments are to be made.

6. Do I give up anything by accepting the Settlement?

Unless you exclude yourself, you will receive benefits under the Settlement described in this Notice, but you can't now pursue or bring any lawsuit against the City and/or BLS involving the legal claims that were or could have been brought in this case. It also means that all of the Court's Orders in this Action will apply to you and legally bind you. If you do not exclude yourself from the settlement, you will be bound by the Release of any and all Claims and Unknown Claims you may have against the City and BLS arising out of the City's Photographic Vehicle Speed Enforcement Program as more fully set forth in the Settlement Agreement available for inspection at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois.

7. How do I exclude myself from the Settlement?

If you don't want to receive a payment from the Settlement and/or want to maintain your right to sue or to continue to sue the City and BLS on your own regarding the legal issues in this case, then you must take the following steps to exclude yourself from the settlement. This is called "Opting Out" of the settlement. To exclude yourself from the settlement, you must do so by mail. You can use the attached form or you may send a letter to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois that includes: (1) the name of this lawsuit: *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*; (2) your full name and current address; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. The Form or your letter must be mailed to Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois with a copy to the Mr. Eric M. Rhein as Lead Class Counsel at the address in this Notice and to counsel for the City and BLS, Mr. John E. Sabo, Clayborne, Sabo and Wagner LLP, 525 W. Main St., Suite 105, Belleville, Illinois 62220.

REQUESTS FOR EXCLUSIONS THAT ARE NOT POST-MARKED OR RECEIVED ON OR BEFORE _____ WILL NOT BE HONORED.

You cannot exclude yourself on the phone or by e-mail. You also cannot exclude yourself by mailing a request to any other location or my mailing it after the deadline.

If you exclude yourself and decide to file your own individual lawsuit, you should act quickly, as the time to file such an action is limited.

8. Do I have a lawyer in this case?

Plaintiffs retained:

Eric M. Rhein
Attorney at Law
6897 West Main Street
Belleville, IL 62223

Lloyd M. Cueto
Law Offices of Lloyd M. Cueto
7110 West Main Street
Belleville, IL 62223

to represent them as Class Counsel. In connection with the primary approval of the Settlement, the Court provisionally appointed these firms to represent you and the other Class Members for the purposes of considering this settlement. Together, these lawyers are called Class Counsel. You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

The Court will determine how much to award Class Counsel for attorneys' fees and for costs and expenses they and any Plaintiffs have incurred in litigating this matter. Class Counsel have asked the Court for an award of _____ and the City and BLS has agreed not to object to the request provided that the Court orders the payment to be made from the Settlement Fund. Any award of attorneys' fees by the Court will reduce the settlement fund, and therefore, it will reduce the amount of the payment that you will be entitled to receive under the settlement. If you wish to examine the basis for the attorneys' fee request, you may obtain a copy of Class Counsel's Preliminary Motion for Approval of Attorneys' Fees at www.CEST.US or www.erhein-attorney.com or by viewing the Court's file at the Clerk of the Circuit Court, Twentieth Judicial Circuit, #10 Public Square, Belleville, Illinois. You can file an objection to the request by following the instructions in paragraph 10 below.

10. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you think any part of it is not fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the Settlement. The Court and Class Counsel will consider your views carefully. To object, you must mail a letter stating that you object to the Settlement *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*. Be sure to include: (1) the name of this lawsuit; (2) your full name, current address and telephone number; (3) the reasons you object to the Settlement; and (4) your signature. Mail the objection to the following addresses so that it is post-marked or received no later than: _____ to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois and to Mr. Eric M. Rhein, the Lead Class Counsel, at the address in this Notice.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you don't want to be a part of the Class, and you get nothing under the Settlement. If you exclude yourself, you can pursue your own claim against the City and/or BLS, but you have no basis to object to the Settlement because it no longer affects you.

12. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing on _____. The hearing will be held at ____ a.m. in Courtroom No. _____ for the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, located at 10 Public Square, Belleville, Illinois. At this hearing, the Court will consider whether the Settlement is fair, reasonable adequate given the facts and law applicable to the case. If there are objections, the Court will consider them. The Court is also expected to decide the attorneys' fees to be awarded to Class Counsel. Class Counsel will answer any questions the Court may have on the Settlement but you are welcome to come to the hearing at your own expense. If you sent an objection, you don't have to come to Court to talk about it. As you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Following the hearing the Court will enter an order on whether it is giving its final approval to the Settlement.

13. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois saying that it is your "Notice of Intention to Appear at the hearing for Final Approval of the Settlement in the case of *Paul Feder, et al. v. City of East St. Louis and Blue Line Solutions, Inc., Cause No. 14-CH-375*." Be sure to include your name, address and telephone number and your signature. Your Notice of Intention to Appear must be sent to Class Counsel identified in this Notice and must be post-marked by _____. You cannot speak at the hearing if you exclude yourself.

14. Other details about the Settlement?

This Notice summarizes the proposed Settlement. For more details, including a copy of the Complaint, Settlement Agreement and any other documents, you can download them from www.CEST.US or www.erhein-attorney.com or view them at Clerk of the Circuit Court, Twentieth Judicial Circuit, #10 Public Square, Belleville, Illinois. You may also obtain copies of them from the Clerk of the Court, but the Clerk of the Court will charge a fee for any copies. If you have any questions about the case, you can call or write to Class Counsel identified in this Notice.

Do not contact the Court regarding the Settlement.

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, DENISE DURAKO,)
LATRICIA SANDERS, CAROL)
CRAWFORD, MICHAEL ORLET and)
ELIZABETH RUND, as representatives)
of similarly situated persons,)

Plaintiffs,)

v.)

Cause No.: 14-CH-375

CITY OF EAST ST. LOUIS, ILLINOIS,)
a municipal corporation, ALVIN PARKS,)
in his official capacity as Mayor of the)
City of East St. Louis, Illinois and BLUE)
LINE SOLUTIONS, INC, a corporation,)

Defendants.)

REQUEST TO BE EXCLUDED – RECEIVE NO SETTLEMENT BENEFITS

Full Name/Address:

Telephone:

() _____

That having received and read the Notice Ordered By The Court in the above litigation, I hereby advise the Court, Class Counsel and Defense Counsel that I am opting out of the settlement. By electing to opt out, I am excluding myself as a Class Member and acknowledge that I will receive nothing under the Settlement.

This Notice must be mailed to the Clerk of the Circuit Court, Twentieth Judicial Circuit, # 10 Public Square, Belleville, Illinois with a copies mailed to the Mr. Eric M. Rhein as Lead Class Counsel at 5897 West Main Street, Belleville, Illinois 62223 and to counsel for the City and BLS, Mr. John E. Sabo, Clayborne, Sabo and Wagner LLP, 525 W. Main St., Suite 105, Belleville, Illinois 62220.

Failure to provide all of the information on the Form and have it post-marked by _____ will result in the Court not considering it and not excluding you from the Settlement.

Dated:

Acknowledged By:

Signature

EXHIBIT E
CONSENT JUDGMENT

IN THE CIRCUIT COURT
FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PAUL FEDER, et al.,)	
)	
Plaintiffs,)	
vs.)	Cause No.: 14-CH-375
)	
CITY OF EAST ST. LOUIS, ILLINOIS,)	
et al.,)	
)	
Defendants.)	

CONSENT JUDGMENT

Comes now the parties, in consideration for the promises and obligations contained in the Settlement Agreement in the above-reference litigation, herein consent to the entry of this Consent Judgment subsequent to the final approval of settlement in this matter, which states as follows:

1. Defendant City of East St. Louis hereby agrees to dismiss, with prejudice, all pending charges against all members of the Final Settlement Class as defined by the Settlement Agreement; and
2. Defendants agree not to issue any further notices of violation under the City's Photographic Speed Enforcement Program as defined in the Settlement Agreement without first obtaining legislative clarity regarding the jurisdictional issues for hearings on the related contested charges and/or;
3. Obtaining legislative clarification of the City's authority to hold administrative hearings on the charges.

This Consent Judgment of the parties shall be adopted by this Court.

SO ORDERED:

This ____ day of _____, 2015.

JUDGE