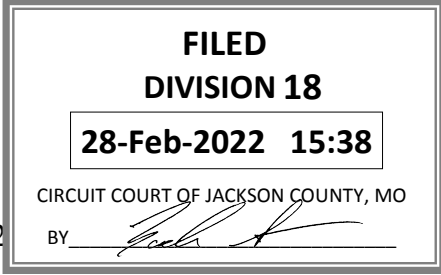


**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

DAVEN FOWLER, et al., on behalf)
of himself and all others similarly)
situated)
)
Plaintiffs,)
)
v.)
)
MISSOURI SHERIFF'S RETIREMENT)
SYSTEM,)
)
Defendant.)

Case No. 1716-CV18662

Division 18



FINAL APPROVAL ORDER AND JUDGMENT

Upon review and consideration of the Settlement Agreement submitted October 7, 2021 (the "Agreement"), the Fairness Hearing held on February 24, 2022, Plaintiffs' Motion for Certification of Settlement Classes and Final Approval of Settlement With Suggestions in Support, Class Counsel's Motion for Award of Attorneys' Fees and Suggestions in Support, arguments of counsel, and the entire record in this action, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. Plaintiffs' Motion for Certification of Settlement Classes and Final Approval of Settlement is granted. Pursuant to Mo. Ct. Rule 52.08, the settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of this case in light of the factual, legal, practical, and procedural considerations raised by this case.

2. The Settlement Agreement is incorporated by reference into this Final Approval Order and Judgment ("Order") (with capitalized terms as set forth in the Settlement Agreement, unless otherwise defined herein). The terms of the Settlement are hereby given final and complete

effect.

3. The Settlement does not constitute an admission of liability by the Defendant, and the Court expressly does not make any finding of liability or wrongdoing by the Defendant.

4. On November 22, 2021, the Court entered an Order preliminarily approving the Settlement and appointed the Settlement Administrator. Now, solely for the purpose of the Settlement and pursuant to Mo. Ct. Rule 52.08, the Court hereby finally certifies the following Settlement Classes:

All persons who paid a \$3 fee or surcharge, designated for the Missouri Sheriff's Retirement System, to resolve a municipal citation in the State of Missouri between August 28, 2013 and August 21, 2021.

and

All persons who paid a \$3 fee or surcharge, designated for the Missouri Sheriff's Retirement System, to an associate circuit or circuit court in the State of Missouri between June 7, 2016 and August 21, 2021.

The Classes do not include any individual who exercised his or her exclusion and/or "opt out" rights after receiving notice that a class had been conditionally certified in the action.

5. The Court finds that the individual and publication notice previously given to Class Members in this action was the best notice practicable under the circumstances and satisfies the requirements of due process and Mo. Ct. Rule 52.08.

6. The Court appoints Representative Plaintiffs Daven Fowler, Jerry Keller, and Ann White as Representative Plaintiffs for the Classes and finds that they meet the requirements of Mo. Ct. Rule 52.08.

7. The Court further finds, in light of the current posture of these cases, and the

certification of this Classes as a Settlement Classes, that, as to the Classes:

- (a) The above-described Classes are so numerous that the joinder of all members is impracticable;
- (b) There are questions of law or fact common to the Classes;
- (c) The claims of the Representative Plaintiffs are typical of the claims of the Classes; and
- (d) The Representative Plaintiffs and their counsel will fairly and adequately protect the interests of the Classes.

8. The Court further finds, for purposes of the Settlement Classes:

- (a) That the questions of law or fact common to the members of the Classes, and which are relevant for settlement purposes, predominate over the questions affecting only individual members; and
- (b) That certification of the Classes is superior to other available methods for the fair and efficient adjudication of this controversy.

9. The Court also finds that all other requirements of statute, rule and constitutional principles necessary to effectuate the Settlement have been met and satisfied.

10. After due consideration of Representative Plaintiffs' and the Classes' likelihood of success at trial; the range of Representative Plaintiffs' possible recovery; the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense and duration of the litigation; the absence of substantial opposition to the Settlement; and the state of proceedings at which the Settlement was achieved; the absence of any substantive objections; all written submissions, affidavits, and arguments of counsel; and after notice and a hearing, this Court finds that the Settlement is fair, adequate and reasonable. In particular, the

financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, the Settlement Agreement and the Settlement should be and is approved as a full and final settlement of this action, of all matters within the scope of the Releases, of all matters relating to or concerning attorneys' fees and attorneys' expenses, incentive awards, and of all other matters settled and resolved in the Settlement Agreement. The Settlement Agreement shall govern all issues regarding the Settlement and the action and shall govern and compromise all rights of the Parties, including the Class Members, of others addressed in the Agreement, and of all persons and entities who claim or could claim a right to attorneys' fees and/or expenses in connection with this action and the Settlement, including but not limited to Class Counsel and Plaintiffs' Counsel.

11. Thirty-two (32) Class Members – Adali Dubon-Arita, Michael Gorentz, Rober Smith, Patrick Wroblewski, Michael Thompson, Deborah Sue Lewis, Dennis Gene Barlow, Judith Bauer, Chad Busick, Rachel Pegg Smith, Randy Martin, Denise Rowen, Gail McCurdy, David Wade, Roschelle Bisping, Garland L. Pierce, Man Hsuan Melany Su, Carmen Watchinksi, Carolos Holder, Carolyn Manos, Deborah Carlson, Violet Oropeza, Deana Alice Gould, Roger Kevin Gould, Glenda Chupp, Rocky Baker, Robert Andrew Riley, Anjum Firdaus, Muchot Tadese Gebrezgabiher, Craig Staneart, Robert Edwards, and Destany Yates - have excluded themselves from the Classes on a timely basis and, therefore, have successfully opted out of the Settlement. All other Class Members shall be bound by the Settlement Agreement, including the Releases and covenants not to sue in the Settlement Agreement and this Order. Each and every Class Member, other than Adali Dubon-Arita, Michael Gorentz, Rober Smith, Patrick Wroblewski, Michael Thompson, Deborah Sue Lewis, Dennis Gene Barlow, Judith Bauer, Chad Busick, Rachel Pegg Smith, Randy Martin, Denise Rowen, Gail McCurdy, David Wade, Roschelle Bisping, Garland L.

Pierce, Man Hsuan Melany Su, Carmen Watchinksi, Carolos Holder, Carolyn Manos, Deborah Carlson, Violet Oropeza, Deana Alice Gould, Roger Kevin Gould, Glenda Chupp, Rocky Baker, Robert Andrew Riley, Anjum Firdaus, Muchot Tadese Gebrezgabiher, Craig Stanearth, Robert Edwards, and Destany Yates is deemed to release and forever discharge Missouri Sheriff's Retirement System (as defined in the Settlement Agreement) from all matters within the scope of the Releases set forth in the Settlement Agreement, and such Releases shall operate as res judicata as to such matters.

12. The Court grants Class Counsel's Motion for Award of Attorneys' Fees. Class Counsel is awarded the sum of \$6,000,000 for attorneys' fees, all in connection with the Settlement of this action. In making this award, the Court has considered and hereby adopts and incorporates the Motion for Award of Attorneys' Fees and Suggestions in Support, and the record in this case, and finds as follows:

- (a) The time and labor required to obtain this settlement was extensive. More than 2,640.70 hours of work were required by Class Counsel over the course of approximately four years. This work included, among other things, reviewing thousands of pages of documents, engaging in extensive written discovery, preparing for and participating in depositions, engaging in extensive motions practice, attending numerous hearings, fully preparing for and attending trial, and appeal.
- (b) The factual and legal issues in this case were complex, novel and difficult.
- (c) The skill required of Class Counsel was unusually high in this case. Both the substantive and procedural aspects of this case were far more complex than usual.

- (d) Because of the volume of work required on this matter, Class Counsel was effectively precluded from taking on other matters and was forced to dedicate extensive resources to the matter.
- (e) A 1/3rd contingency fee (totaling \$6,000,000.00) comports with the customary fee charged by plaintiffs' lawyers in similar situations and reflects the market rate of Class Counsel at the inception of the litigation. In calculating the lodestar cross-check with multiplier, this fee is fair and reasonable.
- (f) The results obtained for the Classes were exceptional in light of the risks posed by the Class Members' damages claims.
- (g) The fee in this case was contingent. Class Counsel would have received no fee had they not been successful. There were substantial risks to Class Counsel in the prosecution of this matter.
- (h) Class Counsel's experience, reputation and ability played a factor in obtaining the class settlement. Less experienced or able counsel would have likely achieved a lesser result or perhaps no result at all. In addition, Defendant Missouri Sheriff's Retirement Fund was at all times represented by very skilled and experienced class action defense attorneys of local and national reputation.
- (i) No member of the Class has raised any substantial objection to any aspect of the settlement. Only 32 members of the Class have timely opted out or excluded themselves from the Class. The reaction of the Class to the Settlement has been universally favorable.

13. The Court grants Plaintiffs' application for Incentive Awards to Plaintiffs and specified Class Members and awards Incentive Awards in the amount of \$10,000.00 each to be paid to: Daven Fowler and Jerry Keller, and \$5,000 to be paid to Ann White. In making these awards the Court considers and accepts the facts and reasoning set forth in Class Counsel's Motion for Award of Attorneys' Fees and Suggestions in Support, arguments of counsel, and the entire record in this action.

14. In accordance with the Settlement Agreement, and to effectuate the Settlement, the Parties, including the Class Members, and the Settlement Administrator are directed to take such actions and perform such duties as are required by the Settlement Agreement. Without limiting the foregoing, within the time period provided by the Settlement Agreement, and as further directed and conditioned in the Settlement Agreement:

- (a) Following the Effective Date of the Settlement Agreement, as defined therein, Missouri Sheriff's Retirement Fund will transfer the Settlement Amount into a trust account maintained by the Settlement Administrator, from which the Settlement Administrator shall pay all Qualified Claims;
- (b) The Settlement Administrator shall maintain all appropriate records relating to the process and payment of claims and administrative expenses. Missouri Sheriff's Retirement Fund shall be entitled to inspect the Claims Administrator's records at any time, upon reasonable notice;
- (c) Following the Effective Date of the Settlement Agreement and pursuant to its terms, the Settlement Amount will be released for payment of Monetary Relief to the Settlement Classes and for payment of any and all attorneys' fees and Incentive Awards. Thereafter, Lead Class Counsel shall distribute

attorneys' fees, costs, and expenses to any other Plaintiffs' counsel who have made contributions to the prosecution of any claims brought on behalf of the Settlement Classes. Lead Class Counsel shall have the sole and exclusive responsibility to identify the Plaintiffs' attorneys who made contributions.

- (d) Within thirty (30) calendar days of the later of: (1) the Effective Date or (2) receipt by Lead Class Counsel of a completed W-9 form and any other information required by state and federal law, the attorney fee and Incentive Awards shall be paid, as set forth in Paragraph 13 herein.
- (e) The Settlement Administrator, consistent with the terms and deadlines established in the Settlement Agreement, shall prepare the reports and calculations, make any payments, adjustments, or remittances required, and otherwise comply with its respective obligations under the Settlement Agreement.

15. This lawsuit, and all claims and causes of action in this Action and all claims or rights within the scope of the Releases, as set forth in the Settlement Agreement, will be dismissed with prejudice, as set forth in the Settlement Agreement. Each party shall bear their own costs and attorneys' fees.

16. Representatives Plaintiffs and each and every Class Member are hereby permanently barred and enjoined from instituting, maintaining or prosecuting any released claim, either directly or indirectly, in any lawsuit against Missouri Sheriff's Retirement Fund (as defined in the Settlement Agreement).


17. In accordance with Mo. Ct. Rule 52.08 and pursuant to Mo. Ct. Rule 74.01(a), there

is no just reason for delay and this Final Approval Order and Judgment is a final, appealable order.

18. This matter is hereby dismissed with prejudice and without costs except that this Court hereby retains exclusive jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of the Settlement and of the Settlement Agreement.

19. The Court further retains jurisdiction to enforce this Final Approval Order and Judgment.

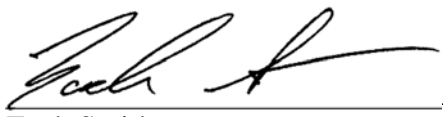
Dated: 28-Feb-2022



Kevin Harrell
Circuit Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above and foregoing Order was delivered via the E-Filing System this 28th day of February, 2022.



Zach Smith
Law Clerk, Division 18