

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

JOHN CIBULKA, et al.,)	
)	
Plaintiffs,)	
)	Cause No. 17SL-CC04021
v.)	
)	Division 1
ST. LOUIS COUNTY,)	
)	
Defendant.)	

AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereinafter, the “Amended Agreement ”) is made and entered into as of the date of last signature (the “Effective Date”), by and between the Class Representatives on behalf of themselves and the Settlement Class (hereinafter “the Class”) and ST. LOUIS COUNTY, MISSOURI (hereinafter “County”) (the Class and County collectively referred to herein as “the Parties”).

WHEREAS, without any admission of fault, wrongdoing or liability by the County and the County Parties (as defined herein), the Parties desire to forever resolve and compromise all Claims (involving FTA fees) of Class Representatives (as defined herein) that Class Representatives may have against the County and County Parties prior to the Effective Date of this Amended Agreement, including, without limitation, any claims (involving FTA fees) that Class Representatives alleged or could have alleged in the lawsuit styled *John Cibulka, et al. v. St. Louis County, Missouri*, pending in the Circuit Court of the County of St. Louis, State of Missouri, Cause No. 17SL-CC04021 (hereinafter “the Lawsuit”), and to avoid any future or further claims, lawsuits or litigation involving FTA fees between the parties for any matter, claim or allegations that occur or occurred up to the Effective Date of this Amended Agreement by Class Representatives and

against County and County Parties, individually, together or in any combination thereof, and upon and subject to the terms and conditions set forth below; and

WHEREAS, without limiting the foregoing, the County denies all the allegations of the Lawsuit, and specifically denies that it has any liability related to the claims or allegations Class Representatives alleged or could have alleged in the Lawsuit;

NOW THEREFORE, in consideration of the recitals, Agreements, promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Amended Agreement hereby agree as follows:

1. Definitions.

1.01 “Class Representatives” means JOHN CIBULKA and JOHN KOHL, and any person claiming by or through them, including, but not limited to their respective heirs, executors, successors, trustees and assigns.

1.02 “The Class” means: “those St. Louis County Municipal Court defendants who paid an ‘FTA fee’ through the St. Louis County Municipal Court from October 27, 2012, to present.” The Court approved this definition on December 4, 2020 for the purposes of adjudication of the Lawsuit.

1.03 “Class Members” means the members of the Class as defined in Section 1.02.

1.04 “Class Counsel” or “Class Counsel” means Schultz & Associates, LLP, and the Law Offices of Phil Horwitz, LLC.

1.05 “County” means St. Louis County, Missouri.

1.06 “Parties” means the Class Representatives, all Class Members who do not exclude themselves (“opt out”) from the Settlement, and the County.

1.07 “County Parties” means St. Louis County, Missouri, inclusive of its officers, elected officials, appointed officials, employees, volunteers, attorneys, agents, administrators, departments, offices, agencies, boards, commissions and related or affiliated persons or entities, past and present, and the heirs, personal representatives, successors and assigns of each of the foregoing persons or entities.

1.08 “FTA fee” means the sum the County charged for failure to appear in a municipal court case.

1.09 “Claim” means potential claims regarding the FTA fee to St. Louis County, Missouri, and any, heretofore made or unmade, known or unknown, indebtedness, claims, damages, causes of action, demands, costs, losses, compensation, expenses, attorney’s fees, liabilities of every nature and description which relate to the FTA fee and either direct or consequential, actual damages, compensatory damages, punitive damages, liens, claims to legal or equitable relief, all claims for any recovery for insurance proceeds, personal injury, property damage, loss of use, lost income, lost profits, emotional distress, loss of services, future damages, interest, or expenses of any kind or character whatsoever, whether based on tort, contract or otherwise, whether arising under common law, constitution, statute, regulation, executive order, rule, ordinance or otherwise available to the Class against the County or any of the County Parties in any forum, including any court or administrative agency, from the beginning of time through the Effective Date of this Amended Agreement, which relate to the FTA fee, including without limitation any claims that Class Representatives alleged or could have alleged in the Lawsuit which relate to the FTA fee. The word “Claim” further includes any contract claims available to the Class against the County, which relate to the FTA fee, such as and without limitation, any claims based upon any contract between the Parties except for this Amended Agreement, whether oral or written, or both. The

word “Claim” further includes any claim of interest, pre-settlement, post-settlement, or otherwise against the County which relates to the FTA fee.

1.10 “Claims Administration” means the distribution of payment and correspondence and communication with the class.

1.11 “Claims Administrator” means a qualified and competent business chosen by the County to administer the claims.

1.12 “Class Notice” means the published notice, dedicated website, and post card notice of this proposed settlement, which are to be published in accordance with the Notice Plan (defined *infra* in Section 3.08).

1.13 “Newspaper Notice” means the notices posted by St. Louis County in the *St. Louis Post-Dispatch* and the *St. Louis American*.

1.14 “Settlement Website” means the website the Claims Administrator creates and manages for the Class.

1.15 “Notice Period” means the period beginning on the date that the Court gives preliminary approval to this Settlement Amended Agreement.

1.16 “Class Period” shall mean the time period of October 27, 2012 up to and including December 4, 2020.

1.17 “Claims Administration Costs” shall mean all actual costs associated with or arising from Claims Administration including notice and publication and distribution of settlement sums.

1.18 “Court” means the Twenty-First Judicial Circuit Court, State of Missouri where the Lawsuit is pending, and to which this Amended Agreement will be presented for judicial review and approval.

1.19 “Final Order” or “Final Judgment” mean the Court finally approves this Class Action Settlement Amended Agreement .

1.20 “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Amended Agreement .

1.21 “Settlement Sum” means all monies the County is obligated to pay under the terms of this Amended Agreement, inclusive of Class Compensation Fund, Class Representative Incentive Awards, Attorney Fees, and the costs of class administration, which totals approximately \$956,848.00.

2. Recitals.

2.01 Class Representatives Cibulka and Kohl commenced a lawsuit styled *John Cibulka, et al. v. St. Louis County* pending in the Circuit Court of the County of St. Louis, State of Missouri, Cause No. 17SL-CC04021, alleging that the FTA payments assessed by St. Louis County, and paid by Class Representatives and the Class, were unauthorized by law.

2.02 The Class Representatives and Class Counsel have concluded, under the circumstances and considering the pertinent facts and applicable law that it is in the Class Representatives’ best interests, and the best interests of the Class Members, to settle and compromise any and all Claims involving FTA fees they have or may have against the County Parties, subject to certain conditions. This Amended Agreement fulfills each of those conditions. The Class Representatives and Class Counsel consider this Settlement Amended Agreement to be fair, reasonable, and adequate and in the best interests of the members of the Settlement Class.

2.03 In consideration of this Amended Agreement, the Parties each accept its provisions.

2.04 Class Representatives acknowledge that the terms of this Amended Agreement were negotiated at arm’s length, having been afforded ample and reasonable time to review this

Amended Agreement and consult with legal counsel concerning the Amended Agreement. This Settlement Amended Agreement, subject to Court approval, contains all settlement terms, individually and on behalf of the Class.

3. Rights and Duties of the Parties

3.01 The County shall provide the following general benefits to the Class:

(a) The County agrees to create a Class Compensation Fund of \$675,000.00. The first 5,000 (five thousand) Class Members who submit a claim form will receive a check for \$75.00. All subsequent Class Members who submit a claim form will receive a check for \$50.00. Any funds remaining unclaimed 6 months after the Court's Final Order approving the Settlement Amended Agreement will revert to the County.

(b) Notice After Preliminary Approval. The Settling Parties have prepared, and will jointly ask the Court to approve the Notice After Preliminary Approval (which will be mailed to the Class) as set forth in Exhibit A

(c) Notice After Final Approval. The Settling Parties have prepared, and will jointly ask the Court to approve, the Notice after Final Approval as set forth in Exhibit B.

(d) Newspaper Notice. The Settling parties have prepared newspaper notice which is to be published after Final Approval once in the Post-Dispatch and once in the St. Louis American as set forth in Exhibit C.

(e) St. Louis County has selected, and asks the Court to approve, the appointment of Atticus Administration, LLC, Minneapolis, Minnesota, a nationally recognized class action administration firm, as Class Administrator. The Class Administrator shall have the administrative responsibility for giving the Class notice in accordance with the Notice Plan and in the form of the Notice After Final Approval, Notice After Preliminary Approval, and Newspaper Notice.

(f) The Class Administrator will create and manage a Settlement Website where Class Members can learn more about the proposed settlement and submit a claim for compensation. The website will be in a form and contain information agreed to by the Parties pursuant to Exhibit D.

3.02 After preliminary approval of this Settlement Amended Agreement: Timing and Specific Duties:

(a) Within 10 days of preliminary approval the County through Class Administrator will create and manage a website to inform the public of the Settlement Amended Agreement, to inform the public of the members of the Class, to inform the public of the hearing on final approval and how to object or “opt out”, and with a means for members of the class to make a claim online for their settlement payment pursuant to Exhibit D.

(b) Within 20 days of preliminary approval the County will send Notice After Preliminary Approval, a post card notice of the settlement Amended Agreement, the website, the hearing date on final approval, and how to object to the settlement Amended Agreement or opt out or make a claim pursuant to Exhibit A.

(c) To opt out any member of the class must submit a written request to opt out to the Settlement Administrator which must be received within than 30 days from the deadline of mailing the postcard notice of settlement. Any class member who does not timely opt out is subject to this Settlement Amended Agreement and may submit a claim for settlement proceeds.

(d) To submit and argue any objection to the Settlement Amended Agreement or terms, the objecting class member must submit its written objection to the Settlement Administrator which must be received within than 30 days from the deadline of mailing the postcard notice of settlement. Any class member who does not timely submit written objections may not object to this Settlement Amended Agreement or its terms.

(e) Within 10 days of final approval of the settlement, Defendant will run a half page ad in the Post-Dispatch and a half page ad in the St. Louis American for one day apiece. The ads will inform the public of the Settlement Amended Agreement, inform the public of the members of the Class, inform the public of the website, and inform the public as to how to make a claim for settlement proceeds pursuant to Exhibit C.

(f) Within 10 days of final approval of the settlement, the County will mail written notice of the settlement with instructions as to how to make a claim to all persons known by the County to be members of the Class who have not submitted a claim through the settlement website or previously in writing. Claims may be submitted through the settlement website at any time after preliminary approval of the settlement pursuant to Exhibit B.

(g) Within 10 days of final approval of the settlement, the County will pay the Class Representative Award to the named plaintiffs (John Cibulka and John Kohl) through two checks delivered to the office of Plaintiffs' counsel, with one check payable to John Cibulka in the amount of Ten Thousand dollars (\$10,000.00) and one check payable to John Kohl in the amount of Ten Thousand dollars (\$10,000.00); and County will pay Attorney Fees of Two-Hundred Thousand dollars (\$200,000.00) to the class counsel through wire transfer to Schultz & Associates' PNC operating bank account, and Class Counsel shall be responsible for division of said attorney fees to the associated attorneys involved in this matter, and Class Counsel shall not seek nor be entitled to any further attorney fees, costs or expenses involved in this matter.

(h) The County through its Class Administrator shall keep the settlement website operational for 10 days following preliminary approval until 180 days following final approval of the settlement. The County will make payments to class members who apply for their settlement sum through the website, and the County shall begin payments to class members

beginning 10 days following final approval of the settlement Amended Agreement and continuing for 200 days following final approval of the settlement Amended Agreement.

Payments to class members shall be made after final approval of the settlement and within 10 days of receiving the class member claim.

(i) Any dispute between an alleged class member who has allegedly made a claim and the County shall be determined by Judge May or to whomever Judge May delegates the authority to arbitrate the dispute.

(j) After 180 days following final approval, no further claims shall be accepted by the County and any unclaimed Class Compensation funds shall revert to the County except for those funds of claimants whose claims have been submitted timely but not yet paid.

(k) Any settlement checks not cashed within 290 days from the date the Court grants final approval of the Amended Settlement Agreement will be void and the funds revert to the County.

(l) Seven (7) days prior to Final Approval Hearing – Seven days prior to the final approval hearing the Class Administrator must file with the Court an appropriate affidavit attesting to Notice Plan implementation and results.

(m) No less than three (3) days prior to the Final Approval Hearing the parties shall file the Motion for Final Approval, unless otherwise directed by the Court.

(n) After 80 days, but within 90 days, following preliminary approval of the settlement Amended Agreement, the Court will hold a hearing on final approval of the settlement Amended Agreement.

3.03 Immediately upon execution of this Amended Agreement, Class Representatives, Class Counsel, and the County agree to cease all litigation activity in the Lawsuit (other

than any activity to implement this Amended Agreement), and will request the Court to stay all motions and other pre-trial matters and to continue any hearing and trial settings except for those matters or proceedings required by this Amended Agreement.

3.04 Within 215 days following Final Approval, the Claims Administrator shall file an affidavit with the court explaining the Claims Administrator's actions and results from carrying out the claims administration process. Class Counsel agrees that 220 days after final approval of this Amended Agreement by the Court, Class Representatives and Class Counsel will file a written dismissal with the Court dismissing the Lawsuit with prejudice, each party to bear their own costs.

3.05 Subject to and effective upon entry of final approval of the settlement, Class Representatives on their own behalf and on behalf of all Class Members who do not request exclusion from the Class pursuant to § 3.11 *infra*, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, now give, grant and acknowledge a full and complete settlement and release of any and all Claims (involving FTA fees) which Class Representatives have, had or could have against the County Parties, and Class Representatives do waive, release, relinquish and hold harmless the County Parties from liability or any claim (involving FTA fees) of damages or other relief of any kind whatsoever arising out of or in any way related to of any and all Claims (involving FTA fees) set forth or described herein, and further waive, release, relinquish and give up (and agree not to directly or indirectly file, participate in, or pursue) any Claims (involving FTA fees) set forth and described herein against the County Parties. Without limiting the foregoing, Class Representatives further release the County Parties from liability (involving FTA fees) of any kind and recovery of any kind including, but not limited to insurance proceeds, out-of-pocket expenses, loss of use, lost income, lost profits, loss of services, future damages, interest, costs, attorney's fees, actual damages, compensatory

damages, punitive damages, liens, claims to equitable relief or expenses of any kind or character whatsoever, whether based on tort, contract or any other theory of recovery, personal injury, property damage, emotional distress, whether known or unknown, which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with, resulting from, or arising in any way out of any and all claims (involving FTA fees) embodied in the Lawsuit. The Class Representatives expressly waive and assume the risk of any and all Claims (involving FTA fees) that exist as of the Effective Date of this Amended Agreement of which the Class Representatives do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Class Representatives' decision to enter into this Amended Agreement.

3.07 All claims submitted via the Settlement Website are subject to confirmation by the County that the individual is a member of the Class. The County may verify this using the information available to it in its municipal court record-keeping system. The Parties expressly agree that the Class Members must submit any reasonable identifying information the Claims Administrator deems necessary to verify that the claim is valid and is not a duplicate. The County shall not be liable for payment of any fraudulent or duplicate claims for compensation, or any claims that provide insufficient information for the Claims Administrator to confirm their validity. The Parties further agree that any individual who submits a fraudulent claim, or willfully submits a duplicate claim with the intent to defraud, shall be barred from recovery under this Amended Agreement and subject to civil and criminal liability to the fullest extent of the law.

3.08 The County will bear the responsibility for settlement administration and claim administration costs, which includes the costs associated with issuing the notices.

3.09 Any member of the Class who does not “opt-out” is subject to this Settlement Amended Agreement and waives any right to compensations for FTA Fees except as provided by this Settlement Amended Agreement.

3.10 Required Form and Content of Objections. Objections must be in writing and verified by sworn affidavit sent to the Claims Administrator. All objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this case and the case number; (iii) a clear and concise statement of each objection; and (iv) a written brief explaining the specific reasons, if any, for each objection, including any legal and factual support the objector intends to rely on along with any evidence the objector intends to introduce in support of the objection(s).

(a) Objections Submitted by Objector's Counsel. If any objection is presented through an attorney, the objection must also include, in addition to the provisions in 3.10: (i) the identity and number of Class Members represented by objector's counsel; (ii) the number of Class Members represented by objector's counsel who have opted out of the Settlement; and (iii) the number of Class Members represented by objector's counsel who have remained in the Settlement.

(b) Deposition of Objectors. Objecting Class Members, regardless of whether represented by counsel, must also make themselves available for deposition by Class Counsel and the County’s counsel at least fifteen (15) days before the date of the Final Approval Hearing.

(c) Objecting at the Final Approval Hearing. No Objecting Class Member will be permitted to appear and object at the Final Approval Hearing unless that Objecting Class Member has timely filed and served a written objection and has made himself, herself or themselves available for deposition. Class Members or their attorneys intending to appear at the Final Approval Hearing must, no later than thirty (30) days following the Preliminary Approval Hearing, file with the Court

and serve Class Counsel and the County's counsel with a Notice of Intent to Appear (as defined in Paragraph (f) below).

(d) Notice of Intent to Appear. The Notice of Intent to Appear must be filed with the Court via the Court's case management system and: (i) state how much time the Class Member and/or the Class Member's attorney anticipates needing to present objection(s); (ii) identify, by name, address, telephone number and detailed summary of testimony, all witnesses the Class Member and/or the attorney intends to present any testimony from; and (iii) identify all exhibits the Class Member and/or the attorney intends to offer in support of the objection(s) and attach complete copies of all such exhibits.

3.11 Exclusions From Class. Parties seeking exclusion from the Class must timely request exclusion (opt out) through the Claims Administrator via the Settlement Website. Any other party who receives a request for exclusion shall direct the person requesting such exclusion to the Settlement Website.

3.12 Class Counsel and counsel for the County will submit this Amended Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate to the Court for preliminary approval of this Amended Agreement. If the Court declines to grant preliminary approval of this Settlement Amended Agreement, or if the Court declines to grant final approval after such notice and hearing, this Amended Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Settlement Amended Agreement will not be approved.

3.13 The Settling Parties agree and stipulate that this Amended Agreement was negotiated on an "arms-length" basis between parties of equal bargaining power.

3.14 The Parties agree that this Settlement Amended Agreement shall not be construed against any Party to the Amended Agreement on the grounds that such Party drafted it, but shall be construed as if all as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

3.15 In the event any one or more of the provisions in this Amended Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Settling Parties and their counsel mutually elect by written stipulation to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Amended Agreement.

3.16 In the event of a dispute over the enforcement or interpretation of this Amended Agreement, venue will be in the Circuit Court of St. Louis County, 21st Judicial Circuit, State of Missouri. Parties agree to submit the dispute to mediation before petitioning the court.

3.17 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Lawsuit and the Settling Parties subject to the terms herein, including all members of the Class, the administration and enforcement of the settlement, and the benefits to the Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Settlement Amended Agreement, the order preliminarily approving the settlement, and the order granting final approval of the settlement, and hearing and determining an application by Class Counsel for an award of attorneys' fees, and Class Representative incentive awards. Class Representatives and their attorneys acknowledge that the County's compliance with, and completion of, the terms set forth hereinabove constitutes full and complete consideration for this Amended Agreement, and the County Parties are not liable to Class Representatives, their attorneys, or any person or entity claiming by or through Class

Representatives or their attorneys on account of the matters related to this Amended Agreement other than the terms set forth hereinabove.

3.18 Class Representatives and their attorneys further acknowledge that the County makes no representation regarding the Settlement Amended Agreement's tax consequences. The Class Representatives, Class Counsel and the Class agree that they will not assert a claim against the County Parties for the payment or reimbursement of any tax consequences resulting from any payment made pursuant to this Settlement Amended Agreement. Furthermore, notwithstanding the foregoing, the County Parties shall not be liable to Class Representatives and their attorneys for any taxes or other charges required by law to be paid concerning any payments made by the County pursuant to this Amended Agreement in addition to any amounts deducted by the County hereunder.

3.19 The County's compliance with, and completion of, the terms set forth hereinabove constitutes consideration for the full release of any and all Claims (involving FTA fees) of Class Representatives against the County Parties from the beginning of time up to and including the Effective Date of this Amended Agreement, including, but not limited to, the Lawsuit, and Class Representatives now give, grant, and acknowledge a full and complete settlement and release of any and all Claims (involving FTA fees) which Class Representatives have, had or could have against the County Parties, and Class Representatives do release the County Parties from liability or any claim of damages or other relief of any kind whatsoever arising out of or involving FTA fees, and further waive, release, relinquish and gives up (and agree not to directly or indirectly file, participate in, or pursue) any Claims (involving FTA fees) set forth and described herein against the County Parties. Without limiting the foregoing, Class Representatives further release the County Parties from liability (involving FTA fees) of any kind and recovery of any kind (involving

FTA fees) including, but not limited to insurance proceeds, out-of-pocket expenses, loss of use, lost income, lost profits, loss of services, future damages, interest, costs, attorney's fees, actual damages, compensatory damages, punitive damages, liens, claims to equitable relief or expenses of any kind or character whatsoever, whether based on tort, contract or any other theory of recovery, personal injury, property damage, emotional distress, whether known or unknown, which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with, resulting from, or arising from FTA fees. The Class Representatives expressly waive and assume the risk of any and all Claims (involving FTA fees) which exist as of the Effective Date of this Amended Agreement of which the Class Representatives do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Class Representatives' decision to enter into this Amended Agreement.

3.20 Class Representatives further agree that this Amended Agreement is a complete compromise of all Claims (involving FTA fees) hereunder, including matters involving disputed issues of law and fact, and Class Representatives covenant and agree to hold harmless the County Parties from any and all past and future claims, demands, responsibility, actions, causes of action, lawsuits, liens or complaints of any nature whatsoever involving FTA fees by through and/or under the Class Representatives.

3.21 The Parties and their attorneys further agree that the Claims Administrator shall be provided full access to information necessary to process claims and payment, including Class Member names and addresses. **The parties may make public the identities of members of the Class and may publish the list of class members.**

3.22 The Class Members, by and through Class Counsel, expressly request and authorize the names of the individual class members to be published in plain view on the Settlement Website. Class Members covenant not to sue in relation to the publication of their names, and Class Counsel shall hold harmless County and Class Administrator from any claim, lawsuit, judgment, injuries or damages associated with said name publication. Disclosures of names of Class Members will not occur until the Judge has authorized the publication of the list of Class Members.

4. Miscellaneous.

4.01 This Amended Agreement represents a compromise and settlement of any and all Claims (involving FTA fees) of Class Representatives as well as any and all current or possible future causes claims or causes of action (involving FTA fees) against the County Parties arising prior to the Effective Date of this Amended Agreement, whether they are known or unknown and whether they are ascertainable at the time of the execution of this Amended Agreement. This Amended Agreement is made without any admission as to fault, liability, wrongdoing or the validity of any position of Class Representatives or any of the County Parties, all of whom expressly deny any and all fault, liability and wrongdoing related to the Claims hereunder, and without limitation, specifically including the Lawsuit. Neither this Amended Agreement nor the settlement hereunder shall be construed as or deemed to be evidence of any admission by the Parties, including the County Parties, of any fault, liability or wrongdoing. No portion of this Amended Agreement may be admitted into evidence in any action, except as required to enforce this Amended Agreement and/or to cease or enjoin other litigation.

4.02 The Parties represent and agree that no promise, inducement, or Amended Agreement other than as expressed herein has been made to them and that this Amended Agreement is fully integrated, merges all Amended Agreement s, representations, and understandings between

the Parties, whether oral or written, or both, supersedes all prior Amended Agreement s and understandings and any other Amended Agreement between the Parties, and contains the entire Amended Agreement between the Parties.

4.03 The laws of the State of Missouri shall govern the interpretation of this Amended Agreement.

4.04 Class Representatives acknowledge: (a) having read this entire Amended Agreement; (b) fully understanding the terms and effects of this Amended Agreement and that this Amended Agreement is the entire Amended Agreement between the Parties; (c) having, by and through this paragraph, been advised of their right to consult an attorney of their choosing regarding all matters related hereto, and (d) having freely and voluntarily executed this Amended Agreement for the purposes of the benefits derived from it.

4.05 The Parties represent and warrant that they possess full authority to enter into this Amended Agreement, free of any rights of settlement, approval, subrogation, or other condition or impediment. This undertaking includes specifically, without limitation, the representation and warranty that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein.

4.06 Class Representatives represent that they are the sole owners of all the Claims they have released in this Amended Agreement on behalf of themselves and the Class, and that they have not assigned or transferred any such Claims (or any interest in any such Claims) to any other person or entity.


4.07 The Parties agree that all definitions herein apply to the singular and plural forms of each term defined.

4.08 Except as otherwise provided herein, each of the Parties will bear their own costs, expenses, and attorneys' fees incurred in connection with the consideration and execution of this Amended Agreement, including all of the terms herein.

4.09 This Amended Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

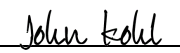
IN WITNESS OF THIS AMENDED AGREEMENT, the Parties have executed it below.

CLASS REPRESENTATIVE JOHN CIBULKA:

DocuSigned by:

NAME ID: 46A6E0A4B6...

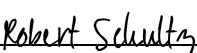
Dated: March 18, 2022

CLASS REPRESENTATIVE JOHN KOHL:

DocuSigned by:

NAME ID: 46A6E0A4B6...


Dated: March 17, 2022

ATTORNEY FOR CLASS REPRESENTATIVES AND THE CLASS:

DocuSigned by:

NAME ID: 46A6E0A4B6...


Dated: March 17, 2022

ST. LOUIS COUNTY, MISSOURI:

DocuSigned by:

Beth Orwick
St. Louis County Counselor

Dated: March 25, 2022

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.

DocuSigned by:

Accounting Officer