

EXHIBIT 1 SETTLEMENT AGREEMENT

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; and JAMES
ARIAS, Individually, and on behalf of a class of
similarly situated persons,

Plaintiffs,

v.

EMPIRE PARKING SERVICES, INC.

Defendant.

CIVIL ACTION FILE NUMBER:

17EV004040

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into, by and between: (i) Jean F. Anderson (“Anderson”), on behalf of herself and all others similarly situated; (ii) Jason Barlow (“Barlow”), on behalf of himself and all others similarly situated; (iii) Luke Smith (“Smith”), on behalf of himself and all others similarly situated; (iv) Rebekah Barr (“Barr”), on behalf of herself and all others similarly situated; and (v) James Arias (“Arias”), on behalf of himself and all others similarly situated (collectively referred to herein as “Plaintiffs”); and (vi) Empire Parking Services, Inc. (“EPS” or “Defendant”). This Agreement is intended by the parties to fully, finally, and forever resolve, discharge, and settle all the claims specified below, subject to approval by the Court and the settlement terms set forth below.

I. RECITALS

A. On August 23, 2017, Anderson filed a Class Action Complaint against EPS in the State Court of Fulton County, where it was assigned Civil Action Number 17EV004040 (the

“Anderson Action”);

B. On February 22, 2018, Barlow filed a Class Action Complaint against EPS in the State Court of Forsyth County, where it was assigned Civil Action Number 18SC-0144-B (the “Barlow Action”). This action was transferred to the State Court of Fulton County on August 15, 2018, and assigned Civil Action Number 18EV004672;

C. On November 14, 2016, Smith and Barr filed a Class Action Complaint against EPS in the State Court of Fulton County, where it was assigned Civil Action Number 16EV005261 (the “Smith and Bar Action”);

D. On April 14, 2020, Arias filed a Class Action Complaint against EPS’s business associates in the State Court of Fulton County, where it was assigned Civil Action Number 20EV002231 (the “Arias Action”). On January 24, 2022, a motion was filed to file for leave to file a third-party complaint against EPS in the Arias Action and remains pending;

E. August 8, 2022, the parties participated in a voluntary mediation with the assistance of mediator Gregory J. Parent and thereafter with the assistance of the mediator continued settlement discussions through November 29, 2022. On January 31, 2023, the parties agreed on the terms of a settlement, subject to final approval by the Court, after notice to the Settlement Class as defined herein;

F. On February 27, 2023, the Anderson Action, the Barlow Action, the Smith and Bar Action, and the Arias Action were consolidated into the case captioned above and assigned Civil Action number 17EV004040 (“the Lawsuit”);

G. Class Counsel has concluded, after extensive investigation of the facts relating to the Lawsuit and consideration of Defendant’s legal and factual defenses, that it is in the best interests of the Plaintiffs and the Settlement Class to enter into this Agreement to resolve all

claims asserted in these actions to avoid the uncertainties, burdens, and risks of litigation, and to obtain the substantial benefits provided by this Agreement. Further, Class Counsel has concluded that this Agreement is fair, reasonable, adequate, and in the best interests of all putative members of the Settlement Class;

H. Defendant denies any wrongdoing and damages, and further denies that any of the Lawsuit may be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding liability or damages, Defendant has agreed to consolidate and settle the Actions on the terms and conditions set forth in this Agreement to avoid the substantial expense, burden, and disruption of continued litigation and to avoid the risks and uncertainty inherent in any litigation;

I. The parties desire to compromise and settle the Released Claims with prejudice.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties, through their respective counsel and in consideration of the benefits to the parties hereto, subject to the preliminary and final approval of the Court pursuant to O.C.G.A. § 9-11-23, that the parties enter into this Settlement Agreement and Release, upon and subject to the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

- A. **“Agreement” or “Settlement Agreement”** means this Settlement Agreement and Release, including all exhibits hereto.
- B. **“Attorneys’ Fee Award”** means the total award of attorneys’ fees, costs and expenses sought by Class Counsel and/or allowed by the Court.

- C. **“Booting”** shall mean the attachment of any boot, immobilization device or other instrument to the wheel, tire, or other part of a parked motor vehicle that restricts the normal movement or operation of such vehicle or otherwise prevents the vehicle’s usual manner of movement or operation.
- D. **“Claim Form”** means the documentation a Class Member must submit to be considered for payment under the Agreement as provided in Section VII.
- E. **“Class Counsel”** means the attorney approved and appointed by the Court to represent the Settlement Class and the Class Members as provided in Section V.
- F. **“Class Member”** means any person who is included within the definition of the Settlement Class as defined in Section III (or otherwise legally succeeds to the interests of such a person).
- G. **“Class Notice”** means the notice of the preliminary approval of this Agreement and the Proposed Settlement to be given under Section VI.
- H. **“Class Period”** means the total class period of February 3, 2012, through December 12, 2018.
- I. **“Class Representatives”** means Jean F. Anderson, Jason Barlow, Luke Smith, Rebekah Barr, and James Arias.
- J. **“Effective Date”** means the later of (a) the date defined in Section XXI, or (b) the thirtieth day after entry of the Final Judgment.
- K. **“Final Approval Hearing”** means the hearing to be held to consider final approval of the Proposed Settlement as provided in Section IX.
- L. **“Final Judgment”** means the order and judgment fully and finally disposing of all claims asserted in the Lawsuit and all claims settled under this Settlement as provided in Section IX.
- M. **“Incentive Award”** means the amount awarded, if any, to the Class Representatives in addition to the payment they may receive as Participating Class members as provided in Section IV.
- N. **“Individual Notice”** means a Class Notice mailed to potential Class Members as provided in Section VI.
- O. **“Legally Authorized Representative”** means an administrator/administratrix, personal representative, or executor/executrix of a deceased Class Member’s estate, a guardian, conservator, or next friend of an incapacitated Class Member or any other legally appointed person or entity responsible for the handling of the business affairs of a Class Member.

- P. **“Opt-Out”** means a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement in accordance with the Preliminary Approval Order and/or Section VIII.
- Q. **“Participating Class Member”** means a Settlement Class Member who submits a timely and valid Claim Form.
- R. **“Person”** means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
- S. **“Preliminary Approval”** means the Preliminary Approval Order to be entered by the Court, as provided in Section V.
- T. **“Proposed Settlement” and “Settlement”** mean the settlement described in this Settlement Agreement and Release.
- U. **“Released Claims”** means and includes any and all claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys’ fees, costs, penalties, interest, expenses, or damages (including, but not limited to actual, consequential, statutory, extra-contractual, and/or punitive or exemplary damages), known or unknown, arising from the booting of vehicles by EPS on property owned or operated in the City of Atlanta, Sandy Springs, and/or Decatur, and/or in the Cobb, Dekalb or Fulton counties, including but not limited to those claims which have been alleged or which could have been alleged by Plaintiffs in the above-referenced Lawsuit, on behalf of themselves and/or on behalf of the Settlement Class, against EPS. Released Claims do not include any claim for enforcement of this Agreement and/or Final Order and Judgment.
- V. **“Released Persons”** means EPS and their agents, insurers, re-insurers, officers, directors, shareholders, parents, subsidiaries, affiliates, and successors, as well as all owners, operators, and managers of the parking lots where EPS has ever booted a vehicle within the City of Atlanta, Sandy Springs and/or Decatur and/or the counties of Cobb, DeKalb and Fulton and their agents, insurers, re-insurers, officers, directors, shareholders, parents, subsidiaries, affiliates, and successors.
- W. **“Settlement Administrator”** means the independent professional service company selected by the Parties to oversee the distribution of Class Notice as well as the processing and payment of claims to Settlement Class Members as set forth in the Agreement. The Parties have agreed that Atticus Administration, LLC (“Atticus”) will serve as Settlement Administrator, subject to the Court’s approval and Atticus’ acceptance of the appointment. In the event the Court does not approve Atticus or Atticus declines the appointment, the Parties shall submit another mutually agreeable firm to the Court for appointment as Settlement Administrator.

- X. **“Settlement Class”** means all persons who fall within the class definition in Section III and who do not submit a valid Opt-Out request.
- Y. **“Settlement Class Member”** means any person who: (a) is included within the definition of the Settlement Class as defined in Section III below (or succeeds to the interests of such a Person) and (b) does not timely and properly request exclusion from the Settlement Class as provided in Section VIII.

III. SETTLEMENT CLASS DEFINITION

Pursuant to O.C.G.A. § 9-11-23(b)(3), the Parties stipulate to certification, for settlement purposes only, of the following Settlement Class: all individuals who paid EPS to remove a boot from a vehicle that was placed on a vehicle within the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb or Fulton from February 3, 2012, through December 12, 2018 by EPS.

Excluded from the Settlement Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant’s insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs’ counsel and any employees.

IV. CONSIDERATION AND BENEFITS TO CLASS MEMBERS

- A. The Parties have negotiated a compromise of disputed claims, and have agreed on consideration for payment of claims to Participating Class Members, as provided herein, in exchange for a release of Released Claims to Released Persons by all Settlement Class Members, and Dismissal With Prejudice of the Lawsuit. The option to be a Participating Class Member shall be deemed sufficient consideration provided to all Settlement Class Members in exchange for a full release of the Released Claims.
- B. EPS through its insurers, Ohio Security Insurance Company, an affiliate of Liberty Mutual Insurance Company (“Liberty”), The Hartford Insurance Company and Colony Insurance Company (collectively “insurers”), shall make available a total settlement fund of up to, but not more than, Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) (hereinafter the “Gross Settlement Fund”). The Gross Settlement Fund will be a fund available for the payment of claims to Participating Class

Members, as set forth below, as well as the Court approved Attorneys' Fee Award, Court approved award for expenses of litigation, administrative fees, and any Court approved Incentive Awards to the Class Representatives. The Gross Settlement Fund shall be the maximum amount of Defendant and its insurer(s)' monetary obligation in exchange for the releases and other representations provided herein. The Gross Settlement Fund shall be paid by Defendant's insurers consistent with the terms set forth below.

- C. Subject to Court approval at the Final Approval Hearing, Class Counsel shall be entitled to: (1) an Attorneys' Fee and Expenses Award of no more than One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00). Once the settlement called for in this Agreement is approved at the Final Approval Hearing, the insurers shall thereafter within thirty (30) days remit payment to Class Counsel in the amount of up to One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00) (or lesser amount if the Court so orders) from the Gross Settlement Fund.
- D. EPS's insurers shall remit the remaining balance of the Gross Settlement Fund, *i.e.*, the Gross Settlement Fund less the up to One Million Five Hundred and Seventy Five Thousand Dollars and Zero Cents (\$1,575,000.00) paid to Class Counsel as outlined above after Court approval, for a net payment of the remainder of the Gross Settlement Fund of Two Million Nine Hundred and Twenty Five Thousand Dollars and Zero Cents (\$2,925,000.00) ("Net Settlement Fund"), to the Settlement Administrator, who shall be deemed a fiduciary to the Parties, Settlement Class Members, and the insurers. The Settlement Administrator shall deposit the Net Settlement Fund in a unique, separate, interest-bearing account ("Settlement Administration Account"). The Settlement Administrator shall distribute the Net Settlement Fund as follows:
 - i. Subject to Court approval, the total of the Incentive Awards to the Class Representatives in total shall be no more than Fifty Thousand Dollars and Zero Cents (\$50,000.00), comprised of no more than Ten Thousand Dollars and Zero Cents (\$10,000.00) for each of the Class Representatives. The Incentive Awards shall be paid by the Settlement Administrator out of the Net Settlement Fund.
 - ii. The Settlement Administrator may deduct its legitimate and reasonable class administration expenses of no more than Three Hundred Thousand and Zero Cents (\$300,000.00) from the Net Settlement Fund. The Settlement Administrator shall retain and make available any and all documentation supporting and justifying class administration expenses upon request by the Court, Class Counsel, or counsel for Defendant.

- iii. Each Participating Class Member with a valid claim will be entitled to a claim payment of up to Thirty Dollars and Zero Cents (\$30.00) (“Claim Payment”) to be paid by the Settlement Administrator from the Net Settlement Fund. In the event the total amount available in the Net Settlement Fund after payment of the Incentive Awards and the settlement administration expenses is insufficient to satisfy all Claim Payments, each Participating Class Member’s Claim Payment shall be reduced and paid on a pro rata basis from the remaining proceeds of the Net Settlement Fund. There will be no more than one Claim Payment made per booting.
 - iv. If any amount of money remains in the Net Settlement Fund after issuance of the payment of all of the Claim Payments, administration fees, and payment of any Incentive Award(s) to the Class Representatives (hereinafter referred to as the “Residual Funds”), the Settlement Administrator shall immediately return to Liberty the Residual Funds comprising the portion of the Net Settlement Fund for the Settlement Class Members who do not timely submit valid Claim Forms. With respect to the Residual Funds comprising any and all: (1) Claim Payment checks or drafts that were not cashed within one hundred twenty (120) days of the date the check or draft was issued; (2) funds set aside for settlement administration expenses as described in Section IV. D. ii., which were not incurred; and (3) interest that has accrued by that date on the Net Settlement Fund, the Settlement Administrator shall issue a refund payment in such total amount (thereby liquidating and closing out the Settlement Administration Account) to Liberty within one hundred twenty-five days (125) of the date of the issuance of the final Claim Payment check.
- E. The payments described in this Section IV are the only payments to which any Participating Settlement Class Members will be entitled under the Proposed Settlement. The payments to Participating Class Members will be deemed to be inclusive of any claims for penalties and interest.
- F. The payment of claims and other obligations incurred pursuant to this Agreement shall be in full and final disposition of the Lawsuit, and in consideration for the release of any and all Released Claims as against any and all Released Persons and as between the Parties. The Parties agree to work together in good faith to expeditiously administer the terms of this Agreement.

V. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

- A. Upon execution of this Agreement, counsel for Plaintiffs shall submit this Agreement to the Court and request an order substantially in the form set

forth in **Exhibit “1”** (“Preliminary Approval Order”) that will among other things:

- i. Preliminarily certify the Settlement Class, as defined in Section III, for settlement purposes and designate the following attorney as counsel for the Settlement Class (“Class Counsel”):

Matthew Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW
Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

Preliminary certification and all actions associated with preliminary certification are undertaken on the condition that the certification and designations shall be automatically vacated if this Agreement is terminated or is disapproved in whole or in part by the Court, any appellate court and/or any other court of review, or if the agreement to settle is revoked pursuant to Section XV, or if this settlement fails to become final and effective for any other reason, in which event this Agreement and the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the “certifiability” of any class, as discussed in Section XV(C) of this Agreement;

- ii. Preliminarily approve this Agreement as sufficiently fair and reasonable to warrant sending notice to the Settlement Class preliminarily certified for settlement purposes;
- iii. Preliminarily enjoin any Class Member from bringing a new alleged class action or attempting to amend an existing action to assert any class claims that would be released pursuant to this Agreement;
- iv. Appoint Atticus Administration, LLC as the Settlement Administrator;
- v. Direct that Class Counsel and the Settlement Administrator cause the Individual Notice, approved by the Court, to be distributed by first class mail, postage prepaid, bearing the return address of the Settlement Administrator not less than one hundred twenty (120) days before the Final Approval Hearing set by the Court to all Class Members reasonably identified through the searches described in Section VI, below, addressed in care of and to the last known address corresponding to the license plate number, Vehicle Identification Number (“VIN”), or tag as identified by records maintained by Defendant as described below;

- vi. Determine that distribution of the Individual Notice and Publication Notice as described herein, are the reasonable and best practicable notice under the circumstances; are reasonably calculated to apprise Class Members of the pendency of the Lawsuit and of their right to object or opt-out of the Proposed Settlement; constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet the requirements of the Georgia Rules of Civil Procedure, and requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;
 - vii. Require each Class Member who wishes to exclude himself or herself from the Settlement Class to submit to the Court a written request for exclusion to be filed not later than twenty (20) days prior to the Final Approval Hearing;
 - viii. Rule that any Class Member who does not submit a timely, written request for exclusion in accordance with Section VIII(A), below, will be bound by all proceedings, orders and judgments in the Lawsuit;
 - ix. Require that each Class Member who has objections to the Proposed Settlement file an objection with the Court not later than twenty (20) days before the Final Approval Hearing in accordance with Section VIII, below;
 - x. Preliminarily appoint Anderson, Barlow, Smith, Barr, and Arias as the Class Representatives; and
 - xi. Stay all proceedings in the Lawsuit until further order of the Court; provided, however, the parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.
- B. Preliminary certification of the Settlement Class and appointment of the Class Representatives and Class Counsel for purposes of this Proposed Settlement by the Court shall be binding only with respect to the Proposed Settlement. In the event the Proposed Settlement is not consummated due to a termination of this Agreement in accordance with its terms, a failure or refusal of the Court to approve the Proposed Settlement, or a reversal or modification of the Court's approval of the Proposed Settlement on appeal, or for any other reason, then (a) the Court shall vacate the certification of the Settlement Class, (b) the Parties shall proceed as though the Agreement had never been entered and the Settlement Class had never been certified, except that Section XIX of this Agreement shall remain in effect, (c) the terms of this Agreement and the fact that the Parties reached an agreement on resolution shall be inadmissible in any future proceedings; and (d)

Defendant shall have the right to contest the certification of any class herein or as otherwise may be sought in the Lawsuit. Nothing herein shall preclude the Court from considering the merits of any motion for class certification.

VI. CLASS NOTICE

- A. Within 60 days after the Preliminary Approval of the Proposed Settlement as provided in Section V, above, Defendant shall provide to Class Counsel and the Settlement Administrator those receipts and other documents in its possession and readily obtainable that include the name, address, telephone number, license plate, make, model, year model, VIN, or tag data (hereinafter collectively referred to as "Identifying Data") of each potential Class Member that they have been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of Bootings of Class Members during the Class Period.
- B. Class Counsel will work with the Settlement Administrator to perform any necessary actions to obtain the identities of the registered owners or operators of the vehicles at the time of the Booting whose Identifying Data have been supplied, including issuing subpoenas or FOIA requests or seeking court intervention as necessary.
- C. Within 30 days after receipt of this information, or as soon thereafter as practicable, the Settlement Administrator shall provide to Class Counsel and counsel for Defendant a list of the names and last known address of the potential Class Members the Settlement Administrator was able to identify through use of the Identifying Data.
- D. Thereafter, the Settlement Administrator shall send a copy of the Individual Notice and a Claim Form by first-class mail to each potential Class Member for whom were identified through Identifying Data. Prior to posting of the Individual Notice by the Settlement Administrator with the United States Postal Service, the Settlement Administrator shall utilize the National Change of Address database (the "NCOA") in an attempt to obtain the most current addresses for those receiving the Individual Notice.
- E. After the posting of the Individual Notice by the Settlement Administrator with the United States Postal Service, for any Individual Notices returned as undeliverable, the Settlement Administrator shall utilize the services of a commercial database resources entity (e.g., Accurint, TransUnion, IDI, etc.), and attempt to obtain current mailing addresses and/or telephone numbers for such returned Individual Notice(s), and should the commercial database show a more current address, the Settlement Administrator shall re-post the returned Individual Notice to the more current address; *provided however*, if a determination is made in good faith by the Settlement Administrator that it is not possible to further update any particular Class Member's address(es) in sufficient time to re-post the Class Notice(s) at

least forty (40) days before the scheduled Final Approval Hearing, then the Settlement Administrator need not make any further efforts to provide further Individual Notice to such Class Member(s).

- F. The Individual Notice will be approved as to form and content by the Court and be substantially in the form attached hereto as **Exhibit "2"**, unless otherwise modified by agreement of the Parties and approved by the Court. The mailing to the Class Members that contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to **Exhibit "3"**.
- G. If any Individual Notice and/or Claim Form mailed to any potential Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to counsel for Defendant and Class Counsel monthly. It is agreed by the Parties that the procedures set forth in this Section constitute reasonable and best practicable notice under the circumstances, and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Upon request, the Settlement Administrator shall provide Class Counsel and/or counsel for Defendant such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.
- H. In addition to the Individual Notices, the Settlement Administrator shall, commencing no later than the date of posting for the Individual Notices, cause to be published a notice ("Publication Notice") of the Settlement in the Atlanta Journal Constitution and the Union City Daily Messenger. The Publication Notice shall be published once a week for four consecutive weeks, in a form substantially similar to that attached hereto as **Exhibit "3"**.
- I. The Individual Notice and Claim Form will also be made available to all potential Class Members by request to the Settlement Administrator, who shall send via first class U.S. mail any of these documents as requested from the Settlement Administrator by any potential Class Member.
- J. All expenses incurred by the Settlement Administrator pursuant to this Section shall be deemed administration costs and paid from the Net Settlement Fund as outlined in Section IV.

VII. SUBMISSION OF CLAIMS BY CLASS MEMBERS

- A. To be eligible for a Claim Payment as a Participating Class Member, a Class Member must timely submit a Claim Form in accordance with this Section. Claim Forms shall be pre-printed with the information contained in subsection D, below, to the extent such information is known.

- B. Class Members who do not timely request exclusion from the Settlement Class per Section VIII have the opportunity to submit Claim Forms requesting payments calculated in accordance with Section IV, above. Claim Forms shall be included with the Individual Notices mailed to Class Members as provided in Section VI above. In addition, the Settlement Administrator will provide Claim Forms to Settlement Class Members upon request. Claim Forms may be submitted on behalf of deceased or incapacitated Class Members by their Legally Authorized Representatives, who must provide proof of their authority, as determined by the Settlement Administrator. Any rights to settlement claim payments under this Agreement shall inure solely to the benefit of Class Members and are not transferable or assignable to others.
- C. To be considered for payment, a Claim Form must be completed, under the penalty of perjury and documented in accordance with subsection D, below, mailed to the address of the Settlement Administrator as specified in the Claim Form, and postmarked no later than ninety (90) days after the first date Notice is issued by the Settlement Administrator (the "Claim Deadline"). Claim Forms will not be considered for payment if they are postmarked more than ninety (90) days after the first date Notice is issued by the Settlement Administrator.
- D. To be considered for payment, a Settlement Class Member must complete and return a Claim Form, as described in subsection C, above. That Claim Form must affirm that the information contained in it (name and address of the Settlement Class Member, the address of the booting, the date of the booting, the license plate of the booted vehicle, and certification of the identity of the Settlement Class Member) correctly identifies an individual who meets the definition of a Settlement Class Member. The Claim Form must contain a signature affirming under the penalty of perjury as to all statements in the Claim Form.
- E. The Settlement Administrator shall be responsible for reviewing all claims to determine their validity. Any claim that is not substantially in compliance with the instructions on the Claim Form or the terms of this Settlement Agreement or is postmarked or submitted electronically later than the Claim Deadline shall be rejected. Following the Claim Deadline, the Settlement Administrator shall provide a report of all accepted or rejected claims to counsel for Defendant and Class Counsel. Either Class Counsel or counsel for Defendant may overrule the Settlement Administrator's determination to reject a claim; Class Counsel and counsel for Defendant may overrule the Settlement Administrator's determination to accept a claim only if both agree to that determination.
- F. In the event that any Claim Forms are defective, incomplete, inaccurate or evidence fraud, the Settlement Administrator may reject those Claim Forms

without seeking additional information or providing an opportunity to cure the defect.

VIII. REQUESTS FOR EXCLUSION/OPT-OUT AND OBJECTIONS TO THE SETTLEMENT

- A. Any Class Member who wishes to exclude themselves from the Settlement Class, thereby becoming an Opt-Out, must file a written request for exclusion with the Court no later than thirty (30) days prior to the Final Approval Hearing. To be effective, such a request must include: the above referenced case number; the Class Member's full name, address, and telephone number; a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated only, the signature of the Legally Authorized Representative of the Class Member.
- B. Class Members who do not file with the Court a written request for exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must file timely written notices of intent to object at least thirty (30) days prior to the Final Approval Hearing. Any Settlement Class Member who timely files a notice of intent to object may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the Proposed Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.
- C. To be effective, a notice of intent to object to the Proposed Settlement must:
 - i. Contain a heading which includes the name of the case and case number;
 - ii. Provide the name, address, telephone number and signature of the Settlement Class Member filing the objection;
 - iii. Indicate the specific reasons why the Settlement Class Member objects to the Proposed Settlement;
 - iv. Be filed with the Clerk of the Court not later than thirty (30) days prior to the Final Approval Hearing with a copy sent to the Settlement Administrator by first-class mail, and postmarked no later than thirty (30) days prior to the Final Approval Hearing;

- v. Contain the name, address, bar number and telephone number of the objecting Settlement Class Member's counsel, if represented by an attorney. If the Settlement Class Member is represented by an attorney, he/she or it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
 - vi. State whether the objecting Settlement Class Member ("Objector") intends to appear at the Final Approval Hearing, either in person or through counsel.
- D. In addition, a notice of intent to object must contain the following information, if the Objector or his/her or its attorney requests permission to speak at the Final Approval Hearing:
- i. A detailed statement of the specific legal and factual basis for each and every objection;
 - ii. A list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;
 - iii. A detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing;
 - iv. A list of the legal authority the Objector will present at the hearing; and
 - v. Documentary proof of membership in the Settlement Class.
- E. Any Settlement Class Member who does not file a timely notice of intent to object in accordance with this Section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Proposed Settlement. Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendant by complying with the exclusion provisions set forth in subsection A, above. Settlement Class Members who object to the Proposed Settlement shall remain Class Members and will have voluntarily waived their right to pursue an independent remedy against Defendant. To the extent any Settlement Class Member(s) objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Class Member(s) will be forever bound by the Final Judgment of the Court. Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions in subsection A, above.

IX. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

- A. After the completion of the mailing of Individual Notices as provided in Section VI, the publishing of Publication Notice as provided in Section VI(H), the deadline for seeking exclusion from the Settlement Class as provided in Section VIII(A), and the deadline for filing a notice of objection to the Proposed Settlement as provided in Section VIII(D), Class Counsel will file a motion seeking the Court's final approval of the Settlement and Preliminary Approval Order at a Final Approval Hearing to be held at a time, date, and location that will be stated in the Individual Notice and Publication Notice, and in the order preliminarily approving the Proposed Settlement. Plaintiffs shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as **Exhibit "4"** in the Lawsuit, which provides for:
- i. Finding that the Court has personal jurisdiction over all Settlement Class members and subject matter jurisdiction to approve the Agreement;
 - ii. Approving the Proposed Settlement without material alteration and directing the parties and counsel to comply with and consummate the terms of this Agreement;
 - iii. Certifying the Settlement Class for settlement purposes only;
 - iv. Finding Class Counsel and Plaintiffs have adequately represented the Settlement Class;
 - v. Finding the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class;
 - vi. Providing that each member of the Settlement Class shall be bound by the provisions of this Agreement, including the releases in Section XVII, and that the Agreement shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and any and all other Settlement Class Members;
 - vii. Finding the mailing of the Individual Notice and publication of the Publication Notice approved by the Court were the best practicable notice and satisfied the requirements of the Georgia Rules of Civil Procedure and the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;

- viii. Dismissing all claims in the Lawsuit on the merits and with prejudice, and entering final judgment thereon, without fees or costs to any party except as provided in this Agreement;
 - ix. Permanently enjoining Settlement Class Members who have not opted out from filing, commencing, prosecuting, continuing, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, and providing that any person in contempt of the injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred to seek enforcement of the injunction;
 - x. Authorizing the Parties, without further approval from the Court, to agree in writing to and adopt such amendments, modifications and expansions of the Agreement and its implementing documents as:
 - (i) shall be consistent in all material respects with the Final Judgment; or
 - (ii) do not limit the rights of Settlement Class Members;
 - xi. Without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose;
 - xii. Approving the payment of the attorneys' fees and expenses to Class Counsel in the amount of up to One Million Five Hundred and Seventy Five Thousand Dollars and Zero Cents (\$1,575,000.00); and Incentive Awards to the Class Representatives in an amount up to Fifty Thousand Dollars (\$50,000), Ten Thousand Dollars (\$10,000) to each named Class Representative;
- B. Defendant will not oppose final approval of the settlement in the form of the Final Judgment attached hereto as **Exhibit "4"** and may submit their own material in respect to Settlement approval at the Final Approval Hearing.
- C. The Parties to this Agreement further agree that any party to this Agreement, counsel in any capacity in which they may act under the authority of the Agreement, and any employees, representatives, or agents of such law firms or the Parties to the Agreement (including, without limitation, the Settlement Administrator and those employees and independent contractors who may furnish services in connection with the proposed Settlement) shall not be liable for anything done or omitted in connection with the settlement called for in this Agreement, the prosecution and defense of the Lawsuit, and/or the claims administration process under it except for their own willful misconduct. Neither Plaintiffs, Defendant, nor any of the Parties'

counsel shall be liable for any act or omission of the Settlement Administrator.

X. CLAIMS ADMINISTRATION

- A. Settlement Class Members who satisfy the eligibility criteria stated in Section VII and who timely submit Claim Forms in accordance with that Section (“Participating Class Members”) will be eligible to receive cash payments from the Net Settlement Fund. Participating Class Members must timely submit a Claim Form to receive a Claim Payment. Claim Payments shall be made payable to the Participating Class Member, except as provided in Section VII(B).
- B. The Settlement Administrator shall review and assess all Claim Forms submitted by Settlement Class Members and make a determination whether such Claim Forms are timely, complete, and under the penalty of perjury. If a Claim Form is defective as to any of the requirements for validity other than timeliness of submission, that individual shall be given one opportunity to cure the defect(s). The Settlement Administrator will return by U.S. mail the defective Claim Form to the Settlement Class Member, with a notice prepared by the Settlement Administrator informing the Settlement Class Member of the defect(s). The Settlement Class Member must return, by U.S. mail, a valid Claim Form to the Settlement Administrator postmarked no later than 21 calendar days after the date the defect notice was mailed by the Settlement Administrator, even if this date is more than 35 days after the Effective Date. The Settlement Administrator must provide notice of the new deadline with the returned Claim Form and direct the Settlement Class Member to contact it or Class Counsel with any questions.
- C. Claim Forms that are not complete, under the penalty of perjury and timely received by the Settlement Administrator, either initially or as corrected per Section X(B), will be considered invalid claims, and shall not be considered for payment.
- D. All claims due shall be paid from the Net Settlement Fund pursuant to Section IV(D) within forty-five (45) days after the Effective Date or the date on which the Settlement Administrator approves the Claim, whichever is later.
- E. In the event that the Settlement Administrator determines the total amount to be paid out of the Net Settlement Fund, based on received Claims Forms, is likely to exceed 90% of the available funds, notice shall be provided to Class Counsel and counsel for Defendant.

XI. COMMUNICATIONS WITH MEMBERS OF THE SETTLEMENT CLASS

- A. The Individual Notice and Publication Notice shall list the law firm designated as Class Counsel and the name, address and telephone number

of the Settlement Administrator. Communications with potential Class Members regarding the Proposed Settlement shall primarily be handled through the Settlement Administrator, or Class Counsel. Nothing herein shall preclude Defendant or their agents or counsel from responding to inquiries they may receive regarding the Settlement, or from discussing matters unrelated to the Settlement with their customers or clients. Nothing herein shall preclude Class Counsel from directly communicating with potential Class Members regarding the Proposed Settlement.

XII. REPRESENTATION OF OPT OUTS

- A. Class Counsel and its firm agree not to represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person in requesting exclusion from or objection to the Settlement Class.

XIII. COSTS OF CLAIMS NOTICE AND ADMINISTRATION

- A. The insurers shall fund the Net Settlement Fund which shall be used to pay all reasonable costs of notice to the Settlement Class, as described in Section IV above, including all costs of administration contemplated by this Agreement and the cost of the Settlement Administrator to assist in the administration of the settlement of this Action, provided that these sums shall come from the Net Settlement Fund. The insurers shall under no circumstance be liable for any amount in excess of the Gross Settlement Fund.
- B. In addition, by agreeing to the appointment as Settlement Administrator hereunder, the Settlement Administrator will undertake any duties reasonably required to assist in the management of this Proposed Settlement, including, but not limited to, the reasonable costs of printing, reproducing, and mailing the checks, forms, notices, and responses that they send in connection with the administration of the claims process described above, up to the amounts listed in Section IV(D) from the Net Settlement Fund.

XIV. ATTORNEYS' FEES AND CLASS REPRESENTATIVE INCENTIVE AWARDS

- A. Plaintiffs will file a motion with the Court not less than twenty (20) days prior to the Final Approval Hearing requesting an award of attorneys' fees and expenses payable to Class Counsel in a total amount not to exceed One Million Five Hundred and Seventy Five Thousand Dollars and Zero Cents (\$1,575,000.00); and Incentive Awards to the Class Representatives not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) with Ten Thousand Dollars and No Cents (\$10,000.00) to each named Class Representative. At the Final Approval Hearing, Class Counsel will ask the

Court to issue an order awarding attorneys' fees, costs, and expenses and the Incentive Awards to the Class Representatives, up to these respective amounts.

- B. Defendant will not object to Plaintiffs' motion requesting an award of attorneys' fees, cost and expenses to be paid to Class Counsel in a total amount not to exceed One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00), provided that these sums shall come from the Gross Settlement Fund. Defendant further will not object to the Incentive Awards of Fifty Thousand Dollars (\$50,000) with Ten Thousand Dollars (\$10,000) to each named Class Representative, in accordance with Section IV above, provided these awards are funded from the Net Settlement Fund. Nothing contained in this Paragraph shall require the insurers or Defendant to pay any sums in excess of the Gross Settlement Fund.
- C. All approved attorneys' fees, costs, and expenses shall be payable to Class Counsel, Wetherington Law Firm, P.C., within thirty (30) business days after Court Approval. Other than as set forth in Section IV and Section XIV(B) above, Class Counsel hereby waives, discharges and releases Defendant and counsel, insurers and re-insurers for Defendant of and from any and all other claims for attorneys' fees, costs, and/or expenses of litigation, in connection with any legal or other services provided by Class Counsel in the Lawsuit.
- D. Class Counsel warrants that it is not aware of any other potential claims which could be asserted against Defendant other than those asserted in the above-referenced Lawsuit.

XV. DISAPPROVAL OR TERMINATION OF THE PROPOSED SETTLEMENT

- A. Within twenty (20) days after notice of the occurrence of any of the following events, Defendant shall have the right, exercisable at their own discretion, to terminate this Agreement by delivering written notification of such election to Class Counsel, if:
 - i. The Court, or any appellate court(s), rejects, denies approval, disapproves, or modifies the Agreement or any portion of this Agreement that any Defendant in its sole judgment and discretion believes to be material, including, but not limited to, the terms of the Settlement Class relief, the provisions relating to notice, the definition of the Settlement Class, or the Released Claims; or
 - ii. The Court, or any appellate court(s), does not enter or completely and unconditionally affirm any portion of the Agreement,

Preliminary Approval Order or Final Judgment that any Defendant in its sole judgment and discretion believes to be material; or

- iii. If any regulatory agency or governmental agency should challenge any of the terms of the Agreement in any way that any Defendant in its sole judgment and discretion believes to be materially adverse to such Defendant's interests; or
 - iv. The number of Persons who exclude themselves from the Settlement Class equals or exceeds 1% of the potential Class Members; or
 - v. Any financial obligation is imposed upon any Defendant and/or its insurers in addition to and/or greater than those specifically accepted by Defendant and/or EPS's insurers in this Agreement.
- B. If an option to withdraw from and terminate this Agreement arises under subsection A, above, none of the Parties are required for any reason or under any circumstance to exercise that option.
- C. If the Proposed Settlement shall fail for any reason other than a breach by one of the Parties, or if this Agreement shall be terminated by any Defendant pursuant to Subsection A, above:
- i. This Agreement and the Proposed Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Agreement and the Proposed Settlement shall be without prejudice to the rights and contentions of the parties hereto and any of the putative Class Members;
 - ii. This Agreement, all of its provisions (including, without limitation, any provisions regarding class certification), and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of any of the parties, each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Agreement;
 - iii. This Agreement, any provision of this Agreement (including without limitation the provisions regarding class certification), and the fact of this Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever and shall not be subject to discovery;
 - iv. Any judgment or order entered in the Action after the date of this Agreement, including, without limitation, any order certifying the Settlement Class, will be vacated and will be without any force or effect in any action or proceeding. The parties hereto agree they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Agreement; and

- v. The parties hereby agree they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Agreement and related pleadings and filings, any provision of this Agreement (including without limitation the provisions regarding class certification), the fact of this Agreement having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Lawsuit, or any other proceeding.

D. Section XIX, below, shall survive any termination of this Agreement.

XVI. DENIAL OF LIABILITY

- A. Defendant denies each and every material allegation in the Lawsuit. Defendant, along with its insurers, nonetheless have concluded that it is in their best interest that the Lawsuit be settled on the terms and conditions set forth in this Agreement. Defendant reached this conclusion after considering the factual and legal issues in the Lawsuit, the substantial benefits of a final resolution of those actions, and the expense that would be necessary to defend those actions through trial, appeal and any subsequent proceedings that may occur.
- B. This Agreement represents a compromise of disputed claims. As a result of the foregoing, Defendant enters into this Agreement without in any way admitting, conceding or acknowledging any fault, liability, or wrongdoing of any kind, or indemnity and/or insurance coverage for same. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant of the truth of any of the allegations in the Lawsuit, or of any liability, fault, or wrongdoing of any kind on the part of Defendant, or indemnity and/or insurance coverage for same. This Agreement shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendant, nor as an admission or concession that the Lawsuit may properly be maintained as a litigation or arbitration class action. In the event the Proposed Settlement is not finally approved for any reason, Defendant shall retain the right to object to the maintenance of the Lawsuit and/or any other proceeding as a class action and to contest the Lawsuit and/or any other case on any ground.
- C. Neither this Agreement, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Agreement shall be (1) offered into evidence in the Lawsuit, or in any other case or proceeding in support of or in opposition to a motion to certify a

contested class or (2) otherwise used in any case or proceeding whatsoever in support of or in opposition to a motion to certify a contested class.

XVII. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

- A. Upon the Effective Date, Plaintiffs, all Settlement Class Members (including both Participating Class Members and all other Settlement Class Members), and their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, will be bound by the Final Judgment and conclusively deemed to have fully released with prejudice, acquitted and forever discharged, to the fullest extent permitted by law, all of the Released Persons from the Released Claims, and agree not to institute, maintain, or assert any Released Claims against the Released Persons.
- B. In addition to the claims released by the Settlement Class, Class Representatives will release the Released Persons of any claim whether known or unknown, which either Class Representative has ever had, or hereafter may claim to have, against the Released Persons arising on or before the effective date of this Settlement.
- C. Nothing contained in this Agreement shall (a) preclude the enforcement of the terms of this Agreement or the Final Judgment or (b) preclude Plaintiffs or Settlement Class Members from participating in the claim resolution process outlined in this Agreement.
- D. Upon entry of the Final Judgment described in Section IX, the Lawsuit will be dismissed by the Court with prejudice, and Plaintiffs, individually and on behalf of the Settlement Class, will release with prejudice all the Released Persons from all of the Released Claims.

XVIII. WAIVER OF PROVISIONS BARRING RELEASE OF UNKNOWN CLAIMS

- A. The provisions of any state, federal, municipal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court, are hereby expressly, knowingly, and voluntarily waived by and on behalf of Plaintiffs and all members of the Settlement Class.

XIX. CONFIDENTIALITY AGREEMENT

- A. The following constitutes highly confidential and proprietary business information of Defendant as well as personal information of Class Members (the "Proprietary Information"): names and addresses of those who were subject to Booting, the license plate numbers, car information including

VIN and tags, certain minimal credit card information, the type of data collected, and other data concerning individuals compiled by Defendant, Class Counsel, and/or the Settlement Administrator in effectuating the Proposed Settlement. The confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiffs in the Lawsuit to any persons other than those described in Paragraph B below.

- B. No persons other than the Parties, their counsel and clerical/administrative personnel employed by counsel, the Settlement Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.
- C. Within ninety (90) days after all eligible claims have been resolved and paid, Class Counsel shall destroy or return to counsel for Defendant all Proprietary Information, and all confidential documents, data or information, all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by Defendant to Class Counsel in connection with this Agreement. Within one hundred (100) days after all eligible claims have been resolved and paid, Class Counsel shall deliver confirmation to counsel for Defendant of its undertaking and compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this Proprietary Information or other confidential material in any other litigation, current or future, unless independently obtained through discovery or other procedures in such other litigation.

XX. RETENTION OF RECORDS

- A. The Settlement Administrator, counsel for Defendant, and Class Counsel shall retain copies or images of all returned Individual Notices, Claim Forms, and correspondence relating thereto, for a period of one (1) year after the Effective Date. After this time, the Settlement Administrator, counsel for Defendant, and Class Counsel, may destroy documentary records they have in their possession. Nothing in this Agreement shall be construed to require the Settlement Administrator, counsel for Defendant, and/or Class Counsel, to retain records beyond their respective, discretionary, record retention policies.

XXI. EFFECTIVE DATE

- A. The Effective Date of this Settlement shall be the first date on which all of the following statements are true:
 - i. All parties have executed this Agreement;
 - ii. No party has terminated the Agreement;

- iii. The Court has preliminarily approved this Agreement and the Proposed Settlement;
- iv. The Court has entered a Final Judgment substantially in the form of **Exhibit "4"** hereto, approving this Agreement and the Proposed Settlement without material alteration, releasing all of the Released Persons from all of the Released Claims, and dismissing the Lawsuit with prejudice and without leave to amend; and
- v. Either: (i) The time to file an appeal from the Final Judgment has expired without the filing of any appeal(s) or (ii) if any appeal has been taken from the Final Judgment, then the date on which all appeals therefrom, including petitions for rehearing or reconsideration, petitions for rehearing *en banc*, and petitions for certiorari, or any other form of judicial review have been finally disposed of in a manner that affirms the Final Judgment without material alteration.

XXII. MISCELLANEOUS PROVISIONS

- A. The Parties hereto and their undersigned counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise. The Parties further agree to cooperate in respect to reasonable, agreed extensions to the timetable hereunder, subject to such Court approval as may be required.
- B. The undersigned counsel represent they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.
- C. Except as otherwise provided, this Agreement contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, upon each of their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.
- D. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties. Amendments and modifications may be made without additional notice to the potential Class Members unless such notice is required by the Court.

- E. This Agreement shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Georgia. Further, the Court in the Lawsuit shall retain exclusive and continuing jurisdiction over the actions, all Parties, and all Class Members as necessary to enforce the terms, conditions, and obligations of this Agreement.
- F. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made parts of this Agreement.
- G. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.
- H. Nothing contained in this Agreement or in any proceedings concerning the settlement of the Lawsuit shall in any way affect Defendant's rights to seek contribution, indemnity or any other relief from any person or entity not a party to the Lawsuit. All such rights and remedies are specifically retained and preserved.
- I. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned parties and/or counsel.
- J. This Agreement may be executed in counterparts, each of which shall constitute an original.
- K. If any provision of this Settlement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.
- L. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

Dated: _____, 2023

**JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; AND JAMES
ARIAS, INDIVIDUALLY, AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED PERSONS**

JEAN F. ANDERSON

[Signatures Continued on Next Page]

JASON BARLOW

LUKE SMITH

REBEKAH BARR

JAMES ARIAS

Dated: December 4, 2023

WILLIAM SCHMEELK
REPRESENTATIVE FOR DEFENDANT
EMPIRE PARKING SERVICES, INC.



WILLIAM SCHMEELK

- E. This Agreement shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Georgia. Further, the Court in the Lawsuit shall retain exclusive and continuing jurisdiction over the actions, all Parties, and all Class Members as necessary to enforce the terms, conditions, and obligations of this Agreement.
- F. The exhibits to this Agreement are integral parts of the settlement and are hereby incorporated and made parts of this Agreement.
- G. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.
- H. Nothing contained in this Agreement or in any proceedings concerning the settlement of the Lawsuit shall in any way affect Defendant's rights to seek contribution, indemnity or any other relief from any person or entity not a party to the Lawsuit. All such rights and remedies are specifically retained and preserved.
- I. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned parties and/or counsel.
- J. This Agreement may be executed in counterparts, each of which shall constitute an original.
- K. If any provision of this Settlement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.
- L. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

Dated: _____, 2023

**JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; AND JAMES
ARIAS, INDIVIDUALLY, AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED PERSONS**



JEAN F. ANDERSON

Jason Barlow

JASON BARLOW

Luke Smith

LUKE SMITH

Rebekah Barr

REBEKAH BARR

James Arias

JAMES ARIAS





Dated: _____, 2023

WILLIAM SCHMEELK
REPRESENTATIVE FOR DEFENDANT
EMPIRE PARKING SERVICES, INC.

WILLIAM SCHMEELK

Title	RESIGN EMPIRE PARKING SERVICES BOOTING RELEASE AND AGREEMENT
File name	2023-10-24 Upd...t and Release.pdf
Document ID	7e73bc4721a3e7ee1c32b1395d940d505d6c9f06
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	10 / 25 / 2023 16:56:29 UTC	Sent for signature to Jean Anderson (jeananderson81@gmail.com), Jason Barlow (jasondbarlow@gmail.com), Luke Smith (luke.smithd15@gmail.com), Rebekah Barr (doublerbarr@gmail.com) and James Arias (jaybronsonactor@gmail.com) from esign@wfirm.com IP: 24.125.87.179
 VIEWED	10 / 25 / 2023 16:57:58 UTC	Viewed by Jason Barlow (jasondbarlow@gmail.com) IP: 174.49.82.8
 SIGNED	10 / 25 / 2023 16:58:20 UTC	Signed by Jason Barlow (jasondbarlow@gmail.com) IP: 174.49.82.8
 VIEWED	10 / 25 / 2023 17:03:25 UTC	Viewed by Luke Smith (luke.smithd15@gmail.com) IP: 174.216.2.40

Title	RESIGN EMPIRE PARKING SERVICES BOOTING RELEASE AND AGREEMENT
File name	2023-10-24 Upd...t and Release.pdf
Document ID	7e73bc4721a3e7ee1c32b1395d940d505d6c9f06
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 25 / 2023
17:05:40 UTC

Signed by Luke Smith (luke.smithd15@gmail.com)
IP: 174.216.2.40



10 / 25 / 2023
18:35:40 UTC

Viewed by Jean Anderson (jeananderson81@gmail.com)
IP: 71.204.26.168



10 / 25 / 2023
18:37:41 UTC

Signed by Jean Anderson (jeananderson81@gmail.com)
IP: 71.204.26.168



10 / 26 / 2023
18:47:40 UTC

Viewed by Rebekah Barr (doublerbarr@gmail.com)
IP: 70.240.205.214



10 / 26 / 2023
18:48:05 UTC

Signed by Rebekah Barr (doublerbarr@gmail.com)
IP: 70.240.205.214



10 / 27 / 2023
16:45:23 UTC

Viewed by James Arias (jaybronsonactor@gmail.com)
IP: 107.77.236.47

Title	RESIGN EMPIRE PARKING SERVICES BOOTING RELEASE AND AGREEMENT
File name	2023-10-24 Upd...t and Release.pdf
Document ID	7e73bc4721a3e7ee1c32b1395d940d505d6c9f06
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



10 / 27 / 2023
16:46:49 UTC

Signed by James Arias (jaybronsonactor@gmail.com)
IP: 107.77.236.47



COMPLETED

10 / 27 / 2023
16:46:49 UTC

The document has been completed.

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; and JAMES
ARIAS, Individually, and on behalf of a class of
similarly situated persons,

Plaintiffs,

v.

EMPIRE PARKING SERVICES, INC.

Defendant.

CIVIL ACTION FILE NUMBER:

17EV004040

**ORDER PRELIMINARILY CERTIFYING SETTLEMENT CLASS AND
APPROVING CLASS SETTLEMENT**

This matter is before the Court on the Uncontested Motion for Certification of Settlement Class and Preliminary Approval of Class Settlement filed by Plaintiffs: (i) Jean F. Anderson (“Anderson”); (ii) Jason Barlow (“Barlow”); (iii) Luke Smith (“Smith”); (iv) Rebekah Barr (“Barr”); and (v) James Arias (“Arias”) (collectively referred to herein as “Plaintiffs”) on behalf of a proposed Settlement Class, Defendant Empire Parking Services, Inc. (“EPS” or “Defendant”), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle this case upon the terms and conditions stated in the Settlement Agreement filed with the Court.

NOW, THEREFORE, based upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a hearing should be held to determine whether the Proposed Settlement described in the Class Action Settlement Agreement and Release (“Settlement Agreement”), attached hereto as Exhibit A, is fair, reasonable, and adequate;

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is hereby incorporated by reference in this Order and all terms defined in the Settlement Agreement will have the same meanings in this Order.

2. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All individuals who meet at least one of the following criteria:

Pursuant to O.C.G.A. § 9-11-23(b)(3), the Parties stipulate to certification, for settlement purposes only, of the following Settlement Class: all individuals who paid EPS to remove a boot from a vehicle that was placed on a vehicle within the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton from February 3, 2012, through December 12, 2018 by EPS.

Excluded from the Settlement Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant's insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs' counsel and any employees.

3. Plaintiffs are preliminarily appointed as representatives of the Settlement Class ("Class Representatives"), and the following attorney for Plaintiffs is preliminarily appointed as counsel for the Settlement Class ("Class Counsel"):

Matthew Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

If final approval of the Proposed Settlement is not granted, this Order, including the above description of the Settlement Class and the preliminary appointment of the Class Representatives and Class Counsel, shall be automatically vacated. If the Settlement Agreement is terminated or is disapproved in whole or in part by this Court, any appellate court and/or any other court of review, or if any of the parties invoke their right to revoke or terminate their agreement to settle as provided in the Settlement Agreement, the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the “certifiability” of any litigation class.

4. Pending a final determination of whether the Proposed Settlement should be approved as fair, reasonable, and adequate, neither Plaintiffs, Class Counsel, nor any potential Class Member, whether directly, indirectly, representatively or in any other capacity, shall start, join, continue, litigate or participate in or accept any benefit or relief from any other lawsuit, arbitration, or administrative or regulatory proceeding against Defendants that is based on, relates to, or involves any of the claims, facts, circumstances, or subject matters of this Action or the Settlement Agreement.

5. The parties have prepared the Individual Notice, Claim Form and Detailed Notice which have been submitted to the Court as Exhibits “2”, “3”, and “4” to the Settlement Agreement. As set forth herein, the Court has reviewed and approved the Individual Notice, Claim Form and Detailed Notice.

6. Atticus Administration, LLC (“Atticus”) is preliminarily appointed as the third-party administrator (the “Settlement Administrator.”). By accepting this appointment, Atticus agrees to be subject to the jurisdiction of this Court for any further proceedings relevant to the execution of this Order and the administration of the Settlement.

7. Within thirty (30) days of the entry of this Order, EPS shall provide to Class Counsel and the Settlement Administrator those documents in its possession and readily obtainable that include the name, address, telephone number, license plate, make, model, year model, VIN, or tag data (hereinafter collectively referred to as “Identifying Data”) of each potential Class Member that EPS has been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of bootings of Class Members during the Class Period. Any spreadsheets or other electronic documents will be provided in their native or similar machine-parsable format.

8. Within 30 days after receipt of the Identifying Data, the Settlement Administrator shall provide to Class Counsel and counsel for EPS a list of the names and last known address of the potential Class Members the Settlement Administrator was able to identify through use of the Identifying Data. Thereafter, the Settlement Administrator shall send a copy of the Individual Notice and a Claim Form via first-class mail to each potential Class Member who were identified through Identifying Data. Prior to mailing the Individual Notice and Claim Form, the Settlement Administrator will run these addresses once through the National Change of Address Database for a more current name and/or address for each potential Class Member. Upon completion of the updating efforts, the Settlement Administrator shall use its best efforts to complete the mailing of the Individual Notice and Claim Form to potential Class Members at least sixty (60) days before the scheduled Final Approval Hearing. The Individual Notice and Claim Form are hereby approved as to form and content by the Court and shall be substantially in the form attached to the Settlement Agreement as Exhibits “2” and “3”, unless otherwise modified by agreement of the parties and approved by the Court. The mailing to the Class Members that

contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to Exhibit “3” to the Settlement Agreement.

9. If any Individual Notice and/or Claim Form mailed to any potential Class Member in accordance with paragraph 8 above is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to counsel for EPS and Class Counsel, as requested. If such a mailing is returned with a forwarding address, the Settlement Administrator will forward the Individual Notice and Claim Form to that address. For the remaining returned mailings, if a search of a commercial database resources entity (e.g., Accurint, TransUnion, IDI, etc.) was not previously conducted for those mailings, such a search shall be conducted and those mailings shall be forwarded to any new address or phone number obtained through such a search; *provided however*, if a determination is made in good faith by the Settlement Administrator that it is not possible to further update any particular Class Member’s address(es) in sufficient time to re-post the Class Notice(s) at least thirty (30) days before the scheduled Final Approval Hearing, then the Settlement Administrator need not make any further efforts to provide further Individual Notice to such Person(s). The Court finds the procedures set forth in this paragraph and the preceding paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses of Class Members such that no additional efforts to do so shall be required. Upon request, the Settlement Administrator shall provide Class Counsel and/or counsel for EPS such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.

10. In addition to the Individual Notices mailed in accordance with paragraph 8, above, the Settlement Administrator shall establish a website and post on that website the Settlement Agreement and a Detailed Notice. Claims may also be asserted through the website established by the Settlement Administrator. The Detailed Notice is hereby approved by the Court as to form and content and shall be posted on the website in a form substantially similar to that attached to the Settlement Agreement as Exhibit “4.”

11. Prior to the Final Approval Hearing provided for in paragraph 14, below, Class Counsel shall file with the Court and serve upon counsel for EPS a declaration confirming dissemination of the Individual Notice, and posting of the website Detailed Notice in accordance with the terms of this Order.

12. All fees and expenses of providing the dissemination of Class Notice as set forth above and administration of the Settlement shall be borne by Atticus and reimbursed via deduction from the Net Settlement Fund, but shall not exceed Three Hundred Thousand and Zero Cents (\$300,000.00) as agreed in the Settlement Agreement.

13. The Court preliminarily finds that the dissemination of the Individual Notice under the terms and in the format provided for in this Order, Claim Form, and the Detailed Notice on a website as set forth above, constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Georgia Civil Practice Act, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law.

14. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement at _____.m. _____,

202_, in Courtroom _____ of the Fulton County Courthouse, as shall be set forth in the Individual Notice and Detailed Notice. During the Final Approval Hearing, the Court will consider whether the Proposed Settlement described in the Settlement Agreement, including the proposed Claim Payments, the Attorneys' Fee Award to Class Counsel, and any Incentive Award(s) to the Class Representatives, should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Judgment approving the Proposed Settlement and dismissing this action on the merits, with prejudice, and without leave to amend. Upon a showing of good cause, the Final Approval Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the members of the Settlement Class.

15. Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion to the Settlement Administrator. To be effective, such a request must include: the above-referenced case number, the Class Member's full name, address, and telephone number; a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class; and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated only, the signature of the Legally Authorized Representative of the Class Member. The Opt-Out request must be mailed to the Settlement Administrator at the address provided in the Class Notice and must be postmarked no later than thirty (30) days prior to the Final Approval Hearing.

16. Prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve upon counsel for EPS a declaration reporting the number and status of any Opt-Outs/requests for exclusion.

17. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Individual Notice and Detailed Notice shall be excluded from the

Settlement Class. Such persons shall have no rights under the Proposed Settlement, shall not share in any distribution of funds under the Proposed Settlement, and shall not be bound by the Proposed Settlement or by any Final Judgment approving the Proposed Settlement.

18. All members of the Settlement Class who do not timely request exclusion in the manner set forth in the Individual Notice and Detailed Notice shall be bound by any Final Judgment entered, and shall be barred and enjoined, now and in the future, from asserting any of the Released Claims, against any Released Persons. Upon entry of a Final Judgment approving the Proposed Settlement, all members of the Settlement Class shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

19. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement may file a written objection, as described below. Any Class Member who timely files an objection with the Court may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the Proposed Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity. To be effective, an objection to the Proposed Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number and signature of the Settlement Class Member filing the objection;

- (c) Indicate the specific reasons why the Settlement Class Member objects to the Proposed Settlement;
- (d) Be filed with the Clerk of the Court not later than thirty (30) days prior to the Final Approval Hearing, with a copy sent to the Settlement Administrator by first-class mail, and postmarked no later than thirty (30) days prior to the Final Approval Hearing;
- (e) Contain the name, address, bar number and telephone number of the objecting Settlement Class Member's counsel, if represented by an attorney. If the Settlement Class Member is represented by an attorney, he/she or it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
- (f) State whether the objecting Settlement Class Member ("Objector") intends to appear at the Final Approval Hearing, either in person or through counsel.

In addition, an objection must contain the following additional information, if the Settlement Class Members or his/her or its attorney requests permission to speak at the Final Approval Hearing:

- (i) A detailed statement of the specific legal and factual basis for each and every objection;
- (ii) A list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;
- (iii) A detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing;
- (iv) A list of the legal authority the Objector will present at the hearing; and
- (v) Documentary proof of membership in the Settlement Class.

20. The Class Representatives and Class Counsel agree, and the Court finds, that any representation, encouragement, solicitation or other assistance, including but not limited to referral to other counsel, to any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Defendant or the Released Persons over any of the Released

Claims in this matter, prior to the Final Approval Hearing, could place Class Counsel and/or Class Representatives in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and their respective firms and the Class Representatives and their attorneys shall not represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person requesting exclusion from the Settlement Class or objecting to the Proposed Settlement.

21. The Proposed Settlement is hereby preliminarily approved as fair, reasonable, adequate, and in the best interests of the Class Members. However, it is not to be deemed an admission of liability or fault by Defendant, the Released Persons or by any other person, or a finding of the validity of any claims asserted in the case, of any wrongdoing or of any violation of law by Defendants or the Released Persons or an admission by Defendant or Released Persons that the case should or could otherwise be certified as a class action. The Proposed Settlement and any documents, attachments or other materials submitted to the Court in furtherance of said Proposed Settlement shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendants. In the event the Proposed Settlement is not finally approved for any reason, Defendant shall retain the right to object to the maintenance of the case and/or any other case as a class action and to contest the case and/or any other case on any grounds.

22. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: _____

Judge Eric A. Richardson
State Court of Fulton County, Georgia

YOU MAY BE ENTITLED TO RECOVER FROM A CLASS ACTION SETTLEMENT INVOLVING VEHICLE BOOTINGS IN THE CITY OF ATLANTA, SANDY SPRINGS AND/OR DECATUR AND/OR THE COUNTIES OF COBB, DEKALB AND FULTON.

Para una notificación en Español, llamar o visitar nuestro website BootingClassAction.com

A settlement has been reached in a series of class action lawsuits wherein the Plaintiffs claim that Empire Parking Services, Inc. (“EPS”) unlawfully booted vehicles at parking lots in THE CITY OF ATLANTA, SANDY SPRINGS AND/OR DECATUR AND/OR THE COUNTIES OF COBB, DEKALB AND FULTON. The cases are *Anderson v. EPS*, Civil Action No. 17EV004040, *Barlow v. EPS*, Civil Action No. 18EV004672, *Arias v. EPS*, Civil Action No. 20EV002231, and *Smith et al. v. EPS*, Civil Action No. 16EV005261, all in the State Court of Fulton County.

The cases have been consolidated for purposes of the settlement. Booting is the method of attaching a device to a wheel or tire of a parked vehicle to prohibit the vehicle’s movement or operation. EPS denies that the any booting was unlawful. The Court has preliminarily approved the \$4,500,000 settlement and has authorized Plaintiffs to send this notice to potential Class Members. A final fairness hearing will take place on _____ for the Court to determine whether to grant final approval of the settlement.

WHO IS INCLUDED?

EPS’s records indicate you may be a Class Member if you have received this notice in the mail. Generally, the Settlement Class includes everyone who has paid to have a boot removed from a vehicle booted by EPS in parking lots in THE CITY OF ATLANTA, SANDY SPRINGS AND/OR DECATUR AND/OR THE COUNTIES OF COBB, DEKALB AND FULTON from February 3, 2012, through December 12, 2018. See the detailed notice at the website identified below for exceptions to Class membership.

HOW MUCH COULD YOU RECEIVE?

Payments to eligible Class Members will be up to \$30.00 per valid claim and are subject to reduction based on the number of claims submitted. You must file a claim form to receive the payment. Other limitations and exclusions may apply as explained in the Settlement Agreement filed with the Court.

HOW DO YOU ASK FOR A PAYMENT?

Class Members who wish to receive a payment must complete the enclosed claim form or obtain a claim form at BootingClassAction.com. All claim form submissions shall be declared under the penalty of perjury pursuant to 28 U.S.C. § 1746. Mailed claim forms must be postmarked by _____, 2022 and mailed to the address on the form.

WHAT ARE YOUR OTHER OPTIONS?

If you do not want a payment from this settlement, and you do not want to be legally bound by it, you must exclude yourself from the Class by submitting a written notice in the form prescribed by the Settlement Agreement by _____, 2023. If no request for exclusion is submitted timely, you will be a Class Member and will not be able to pursue any of the claims released against EPS in these cases. If you ask to be excluded, you will not receive a payment from this settlement.

If you do not exclude yourself from the settlement, you may choose to object by _____, 2023 by filing a written objection with the information prescribed in the Settlement Agreement. Any Class Member who objects to the settlement will be bound by the settlement if the Court approves it despite the objection. If you choose to object, you may also ask the Court for permission to speak at the fairness hearing.

The detailed notice at BootingClassAction.com explains how Class Members may be excluded from the settlement or object to the settlement. If you do not timely exclude yourself from the settlement with the form prescribed in the Settlement Agreement, you will be legally bound by it.

HOW DO YOU GET MORE INFORMATION?

Visit BootingClassAction.com where you can read all of the associated documents with this case, including the detailed notice, and contact the Settlement Administrator for questions. Do not contact the Court.

www.BootingClassAction.com

CLAIM FORM

CLASS ACTION SETTLEMENT

If you paid to have a vehicle immobilization device/boot removed by Empire Parking Services, Inc. (“EPS”) within the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton from February 3, 2012, through December 12, 2018, you may be eligible for a payment in this settlement. For complete details of the settlement, please review the Class Action Notice at BootingClassAction.com. You may also obtain a Claim Form online at BootingClassAction.com.

Please print (or type) clearly in blue or black ink. This Claim Form must be submitted online or mailed and postmarked by _____ 2023. If you have more than one claim, please submit a separate Claim Form for each of your claims. There will only be one possible payment per booting.

1. CLASS MEMBER INFORMATION

Name: _____

Address: _____

Number and Street

City

State

Zip Code

Phone: _____

2. LOSS/ CLAIM INFORMATION

Address or Parking Lot Where Booting Occurred

Address or Parking Lot

City

Date of Booting:

_____/_____/_____
Month/Day/Year

License Plate Number of Booted Vehicle: _____

PLEASE CERTIFY:

I owned a vehicle that was booted.

Yes _____ No _____ I do not know _____

I was in possession or control of a vehicle that was booted.

Yes _____ No _____ I do not know _____

I personally paid to have the boot removed.

Yes _____ No _____ I do not know _____

I paid the following to EPS via credit card / cash / check (circle one) to have the boot removed. \$

3. DOCUMENTATION

Attach any documents that you have showing:

- The vehicle that was booted by EPS;
- The date that the booting occurred;
- Where and when the booting occurred;
- That you were driving the vehicle that was booted; and
- The date and amount of payment that you made to EPS to have the boot removed (i.e., receipts, credit card statements with all other charges and account numbers redacted).

4. SIGN, DATE AND SUBMIT YOUR CLAIM FORM

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury under the laws of the United States of America that: I have read this Claim Form; I believe I am eligible for Class membership; all of the information on this Claim Form is true and correct to the best of my knowledge; I have made a diligent search for the documents described in Part 3 above; and I have attached to or enclosed with this Claim Form all documents that I have been able to locate.

Signature

Print Name

_____/_____/_____
Month/Day/Year

5. MAIL YOUR CLAIM FORM

To have your claim considered, Claim Forms must be postmarked by _____, **2023** and mailed to:

Atticus Administration, LLC
1250 Northland Drive, Suite 240
Mendota Heights, MN 55120

6. CLAIMS ADMINISTRATION

Please be patient. You will receive a letter telling you if you qualify for a payment. The letter will explain the process and deadlines to resolve any disagreement you may have with this determination.

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; and JAMES
ARIAS, Individually, and on behalf of a class of
similarly situated persons,

Plaintiffs,

v.

EMPIRE PARKING SERVICES, INC.

Defendant.

CIVIL ACTION FILE NUMBER:

17EV004040

**FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT, CERTIFYING
CLASS FOR SETTLEMENT PURPOSES, AWARDED CLASS COUNSEL
ATTORNEYS' FEES, AWARDED CLASS REPRESENTATIVES INCENTIVE FEE,
AND DISMISSING ACTIONS WITH PREJUDICE**

On this ____ day of _____, 202_, the Court considered the Declaration of the Administrator and Plaintiffs' Motion for Fees.

The Joint Motion for Final Approval requests (a) certification of the class for settlement purposes only; (b) final approval of the Proposed Settlement preliminarily approved by this Court on _____, 202_ and memorialized in the Settlement Agreement and Order Preliminarily Certifying Settlement Class and Approving Class Settlement; and (c) dismissal with prejudice of Plaintiffs' claims, both individually and as a class, against Defendant. Class Counsel's Application for Fees requests this Court award attorneys' fees to Class Counsel and incentive awards to the Class Representatives. In connection with the Joint Motion for Final Approval and Class Counsel's Application for Fees, the Court considered all matters of record, including, but not limited to, said pleadings, all exhibits and affidavits thereto; Plaintiffs'

Submission of Evidence, all exhibits and attachments thereto, which were admitted into evidence for all purposes at the Settlement Final Approval Hearing; all pleadings filed in this matter; and arguments of counsel.

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Joint Motion for Final Approval and Class Counsel's Application for Fees, and having reviewed and considered the files and records herein, and all other evidence submitted, finds and concludes as follows:

1. Plaintiffs and Defendant have executed and filed a Settlement Agreement and exhibits thereto with the Court on _____, 202_. The Settlement Agreement is hereby incorporated by reference in this Order and all terms defined in the Settlement Agreement will have the same meanings in this Order.

2. The Settlement Agreement provides for the settlement of this Action with Defendant on behalf of the representative Plaintiffs and the members of the Settlement Class, subject to final approval by the Court. The Settlement Agreement provides that, in exchange for the releases described in the Settlement Agreement and this Final Judgment, EPS will provide a total Settlement Consideration which is inclusive of settlement payments to all qualifying members of the Settlement Class who submit approved claims.

3. On _____, 202_, the Court held a Preliminary Approval Hearing to consider the preliminary approval of the Settlement Agreement. The Court, on _____, 202_, entered the Order Preliminarily Certifying Settlement Class and Approving Class Settlement ("Preliminary Approval Order"), preliminarily approving the Settlement, preliminarily certifying, for settlement purposes only, this Action as a class action, and scheduling a hearing for final approval of the settlement for _____, 202_ at

__m. (“Final Approval Hearing”) (a) to determine whether the Proposed Settlement of the Actions on the terms and conditions provided for in the Settlement is fair, reasonable and adequate and should be finally approved by the Court; (b) to determine whether a final judgment should be entered herein; and (c) to consider Class Counsel’s Application for Fees.

4. The Court ordered the Individual Notice and Claim Form, in the forms attached to the Settlement Agreement as Exhibits “2” and “3”, be mailed by the Settlement Administrator, _____, by first-class mail, postage prepaid, on or before _____, 202_ (the “Notice Mailing Date”) to all potential Class Members whose names were ascertained by the Settlement Administrator and Class Counsel through a reasonable search of EPS’s Identifying Data at their last known address with address updating and verification where reasonably available, and that the website be implemented on or before the Notice Mailing Date.

5. The parties and the Settlement Administrator have satisfactorily demonstrated that such Class Notice was given in accordance with the terms of the Preliminary Approval Order.

6. In accordance with the Individual Notice, the Final Approval Hearing was duly held before this Court on _____, 202_. At the Final Approval Hearing, the Court considered (a) whether certification for settlement purposes only was appropriate under Rule 23 of the Georgia Civil Practice Act (O.C.G.A. § 9-11-23 – “Rule 23”); (b) the fairness, reasonableness, and the adequacy of the Settlement; and (c) the fairness and reasonableness of Class Counsel’s Application for Attorneys’ Fees under applicable law. At the Final Approval Hearing, the Court fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Settlement and Class Counsel’s Application for Attorneys’ Fees by considering not only the pleadings and arguments of Plaintiffs, Class Counsel and EPS, but also by rigorously and independently evaluating the Settlement and Class Counsel’s Application for Fees

on behalf of the absent class members, and as such, the Court considered any argument that could reasonably be made against approval of the Settlement and Class Counsel's Application for Attorneys' Fees, even if such argument was not actually presented to the Court by pleading or oral argument.

7. By performing this independent analysis of the Joint Motion for Final Approval and Class Counsel's Application for Fees, the Court has considered and protected the interests of all absent Class Members under Rule 23.

8. The Individual Notice and Detailed Notice advised Class Members of the method by which a Class Member could request exclusion from the Settlement and pursue an independent legal remedy against Defendant. All Class Members had the absolute right to opt out and pursue an individual lawsuit against Defendant.

9. Any Class Member who failed to request exclusion under the terms of the Individual Notice and Detailed Notice voluntarily waived the right to pursue an independent remedy against Defendant.

10. The Individual Notice and Detailed Notice advised Class Members of the method by which a Class Member could properly file objections and request to be heard at the Final Approval Hearing. The Individual Notice and Detailed Notice also advised Class Members that they could remain a member of the class and assert objections, if desired, to the settlement at the Final Approval Hearing.

11. [The Court heard and considered any objections that were presented by Objectors at the Final Approval Hearing and hereby OVERRULES all such objections].

12. On or about _____, 202_, Plaintiffs and Defendant applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final

Judgment. In support of that Application, Plaintiffs submitted, among other things, evidence concerning the dissemination and adequacy of Class Notice, evidence regarding the names of potential Class Members who have submitted requests for exclusion from the Settlement Class, evidence regarding the negotiation of the Settlement, evidence regarding the fairness, reasonableness, and adequacy of the substantive terms of the Settlement, and evidence regarding the fairness, reasonableness and adequacy of Class Counsel's Application for Fees.

13. Plaintiffs offered into evidence at the Final Approval Hearing the following evidence in support of the Motion for Final Approval and Class Counsel's Application for Fees: Declaration of Class Administrator.

14. As part of its Preliminary Approval Order, the Court certified for settlement purposes Settlement Class defined as follows:

All individuals who meet at least one of the following criteria:

All individuals who paid EPS to remove a boot from a vehicle that was placed on a vehicle within the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton from February 3, 2012, through December 12, 2018 by EPS.

Excluded from the Settlement Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant's insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs' counsel and any employees.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment and certifies this Action, for settlement purposes only, as a Class Action. In so doing, the Court finds, for settlement purposes only, the Action meets all the requirements of Rule 23,

due process and all other applicable rules and law and can therefore be certified as a settlement class action.

15. On _____, 202_, the parties provided evidence that the Individual Notice, Detailed Notice, and website, all of which informed members of the Settlement Class of the terms of the Proposed Settlement, of their opportunity to request exclusion from the Settlement Class, and of their opportunity to object to the terms of the Settlement , were disseminated in accordance with the Preliminary Approval Order.

16. Specifically, the Court received and admitted a Declaration from _____, setting forth the scope and results of the notice campaign. Additionally, the Court was provided with testimony at the Final Approval Hearing concerning the adequacy of the notice program.

17. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes the Individual Notice and Detailed Notice as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, together with the posting of the Settlement , Individual Notice, Detailed Notice, Claim Form, Preliminary Approval Order, and frequently asked questions on the settlement website: (i) constituted the best notice practicable; (ii) were reasonably calculated to apprise potential members of the Settlement Class of the pendency of the Actions, their right to object or exclude themselves from the Proposed Settlement and to appear at the Final Approval Hearing, and their right to seek monetary relief; (iii) were reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) met all requirements of the Georgia Civil Practice Act and the requirements of due process under the Georgia and United States Constitutions, and requirements of any other applicable rules or law.

18. Accordingly, the Individual Notice and Detailed Notice as disseminated are finally approved as fair, reasonable, and adequate. The Court finds and concludes that due and adequate notice of the pendency of these Actions and of the Settlement Agreement has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice program described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Rule 23, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law. The Court further finds that the notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a) the nature of the action;
- (b) the definition of the class certified;
- (c) the class claims, issues or defenses;
- (d) that a Class Member may object to the settlement;
- (e) that a Class Member may enter an appearance and participate at the Settlement Final Approval Hearing in person or through counsel if the member so desires;
- (f) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded;
- (g) the date and time of the Settlement Final Approval Hearing; and
- (h) the binding effect of the class judgment on Class Members.

19. Having admitted and reviewed the evidence at the Final Approval Hearing concerning the success of the notice campaign, the Court finds that it is unnecessary to afford any additional opportunity to request exclusion to individual Class Members who had an earlier opportunity to request exclusion, but did not do so.

20. The Final Approval Hearing and the evidence before the Court clearly support a finding that the Settlement Agreement was entered into in good faith between the Plaintiffs and Defendant, and the Court does hereby so find.

21. The Court finds that the Settlement Agreement is the result of a good faith arm's length negotiation by the parties hereto. In addition, the Court finds that approval of the Settlement and the Proposed Settlement embodied therein will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that the Settlement Agreement is fair, reasonable, and adequate to members of the Settlement Class based on formal and informal discovery, due diligence, and the absence of material objections sufficient to deny approval.

22. The settlement of this Action on the terms and conditions set forth in the Settlement Agreement is approved and confirmed in all respects as fair, reasonable, and adequate and in the best interest of the Settlement Class and Settlement Class Members, especially in light of the benefits to the Settlement Class and the costs and risks associated with the continued prosecution, trial and possible appeal of this complex litigation.

23. The Court, in its evaluation of the fairness, reasonableness, and adequacy of the Settlement and Class Counsel's Application for Fees, considered all objections that were filed or that could have been raised by any absent Class Member.

24. Settlement Class Members are not required under the Settlement to submit records or documents they do not possess. Settlement Class Members are not burdened or discouraged from filing their claims because they are required to provide documents in their possession along with their Claim Form. Instead, the submission of documentary evidence was discretionary.

25. The manner in which documents in EPS's possession are used to evaluate and process claims is fair and reasonable based upon the terms of the Settlement Agreement and evidence presented at the Final Approval Hearing. The claim process as set forth in the Settlement is fair, reasonable and adequate to both Class Members and EPS. Any Class Member who did not submit a Claim Form in compliance with the claims process set forth in Section VIII of the Settlement or, alternatively, who did not request exclusion from the Settlement Class in accordance with Section XV of the Settlement, is forever barred from asserting a Released Claim¹ against a Released Person² in any other action or proceeding.

26. Class Counsel has requested One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00) (constituting 35% of the total settlement). Class Counsel has also requested that the Class Representatives each receive an Incentive Award of \$10,000. Class Counsel's request of One Million Five Hundred and Seventy-Five Thousand

¹ The term "Released Claims" as used herein and in the Settlement Agreement means and includes any and all known claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys' fees, costs, interest, expenses, or losses (including actual, consequential, statutory and/or punitive or exemplary damages) arising from or in any way related to: any acts which have been alleged or which could have been alleged in the Actions by Plaintiffs on behalf of themselves or on behalf of the Settlement Class against Defendant arising in contract, extra-contractual or tort, common law or equity, or federal, state or local law, statute ordinance, rule or regulation, and arise from or relate to booting of vehicles in the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton by EPS as defined in the Settlement Class. The Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment.

² The term "Released Persons" as used herein and in the Settlement Agreement means Defendant and their past or present subsidiaries, parents, and/or affiliates, successors and predecessors in interest, assigns, acquirers, divisions, representatives, heirs, officers, directors, shareholders, agents, managing agents, employees, attorneys, auditors, accountants, brokers, surplus lines brokers, underwriters, advisers, insurers, and parent and/or holding companies of the foregoing, and their co-insurers and re-insurers, as well as all owners, operators, and managers of the parking lots where EPS has ever booted a vehicle within the City of Atlanta, Sandy Springs and/or Decatur and/or the counties of Cobb, DeKalb and Fulton and their agents, insurers, re-insurers, officers, directors, shareholders, parents, subsidiaries, affiliates, and successors.

Dollars and Zero Cents (\$1,575,000.00) and an Incentive Award of \$10,000 each to Class Representatives from the settlement fund are fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Court possesses jurisdiction over the subject matter of these Actions, the Plaintiffs, Defendant, members of the Settlement Class, and the Released Persons.
2. The Court certifies the Settlement Class, for Settlement purposes only, under Rule 23 and all other applicable rules and law.
3. The objections to the Settlement, if any, are hereby overruled.
4. Timely requests for exclusion were submitted by _____ potential members of the Settlement Class and those potential Class Members (identified in Exhibit "1" hereto) are excluded from the Settlement Class. All other potential members of the Settlement Class are adjudged to be members of the Settlement Class and are bound by this Final Judgment and by the Settlement and the Proposed Settlement embodied therein, including the releases provided for in the Settlement and this Final Judgment.
5. All provisions and terms of the Settlement are hereby finally approved in all respects. The parties to the Settlement are hereby directed to consummate the Settlement in accordance with its terms.
6. This Action is dismissed in its entirety on the merits, with prejudice and without leave to amend, and all members of the Settlement Class are forever barred and permanently enjoined from starting, continuing, or participating in, litigating or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts or circumstances alleged in this Action and/or the

Released Claims against the Released Persons, including, but not limited to, Defendant. Accordingly, any future claims arising out of the conduct alleged in the Complaints and claims released herein are barred by res judicata. There shall be no limit to the res judicata effect of this Final Order and Judgment. Additionally, and not by way of limitation as to the res judicata effect upon anyone attempting to litigate any issue released herein, the Court permanently enjoins any Georgia resident (or any other person within the jurisdiction of the Court) from filing, commencing, prosecuting, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, or attempting to amend an existing action to assert any class claims that have been released pursuant to the Settlement . Any person in contempt of this injunction may be subject to sanctions.

7. The Court finds that Class Counsel and the Class Representative adequately, appropriately, and fairly represented and protected the interests of the Settlement Class for the purposes of entering into and implementing the Proposed Settlement. Accordingly, the named Plaintiffs are appointed as the representatives for the Settlement Class, and the following Class Counsel is appointed as counsel for the Settlement Class:

Matthew Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

8. The Court finds that the other requirements for certification of a settlement class under Rule 23 have been met.

9. Upon the entry of this Final Judgment, each Class Member shall be conclusively deemed to have fully released and discharged, to the fullest extent permitted by law, any and all of the Released Persons from all of the Released Claims.

10. The following constitutes highly confidential and proprietary business information of EPS as well as personal information of Class Members (the “Proprietary Information”): the business records of EPS, the name, address, telephone number, license plate, VIN, or tag data, and other data concerning individuals compiled by EPS, Class Counsel, and/or the Settlement Administrator in effectuating the Proposed Settlement. The confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiffs in this Action.

11. No persons other than EPS’s counsel and clerical/administrative personnel employed by EPS, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

12. The Settlement, Proposed Settlement, and this Final Judgment are not deemed admissions of liability or fault by the Defendant or other Released Persons, or a finding of the validity of any claims in the Actions or of any wrongdoing or violation of law by the Defendant or other Released Persons. The Settlement and Proposed Settlement are not a concession or admission by the parties of any material fact, and, to the extent permitted by law, neither this Final Judgment nor the Settlement or any other documents, exhibits or materials submitted in furtherance of the settlement, shall be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of the Released Persons as an admission or concession that this action may properly be maintained as a litigation class, or for any other purpose. Nothing in this paragraph shall affect or bar the Parties from using these documents to enforce terms of the Settlement.

13. Neither the Settlement Agreement, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Settlement and/or Settlement Agreement shall be (a) offered into evidence in in any other case or proceeding in support of or in opposition to a motion to certify a contested class or (b) otherwise used in any case or proceeding whatsoever in support of or in opposition to a motion to certify a contested class.

14. Pursuant to Class Counsel's Application for Attorneys' Fees Related to the Settlement , the Court jointly awards Class Counsel the sum of One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00). EPS's insurers shall pay such fees to Class Counsel pursuant to the terms of the Settlement Agreement. In addition, the Court awards an Incentive Award of \$10,000 each to Class Representatives. The Court hereby finds that these amounts are fair and reasonable and directs the Settlement Administrator to issue these payments directly to Class Representatives.

15. Any Class Member who receives a check in connection with a claim submitted under the Settlement and does not cash that check within 120 days of its date is deemed to have waived those funds and Defendant have no further obligations to pay such claims.

16. Within sixty (60) days after the Effective Date, Class Counsel and/or other attorneys for Plaintiffs shall return to counsel for EPS all Proprietary Information, and all confidential documents, data or information, and all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by EPS to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with the Settlement Agreement. Within forty-five (45) days after the

Effective Date, Class Counsel shall deliver a letter to counsel for EPS confirming their compliance with this paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this proprietary or confidential material in any other litigation or for any other purpose, current or future, unless independently obtained through discovery or other procedures in such other litigation.

17. As soon as reasonably possible after the completion of all payments to Class Members eligible for payment pursuant to the Settlement, the parties shall file with the Court a final report, together with a proposed order approving such report, indicating that distribution in accordance with the terms of the Settlement and the Court's prior Orders have been completed.

18. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over these Actions for purposes of:

- A. Enforcing the Settlement and the Proposed Settlement;
- B. Hearing and determining any application by any party to the Settlement for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED THIS ____ DAY OF _____, 202__.

Dated: _____

Judge Eric A. Richardson
State Court of Fulton County, Georgia