

Authorized by the Court of Common Pleas for Lorain County, Ohio, in Case No. 13CV181854,
The Honorable Judge Mark A. Betleski, Presiding

*This is not a bill or summons.
You are not being sued.
A court has authorized this notice.
This is not a solicitation from a lawyer.*

PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED BY THIS CLASS ACTION.

COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

CHRISTINE WINROD, ET AL.

Plaintiffs

vs.

THE CITY OF LORAIN

Defendant

CASE NO. 13CV181854

JUDGE MARK A. BETLESKI

CLASS NOTICE

* * * *

This lawsuit is a class action brought by Lynda Ashley on behalf of a group of persons who received sewer services on and after May 7, 2012 from Defendant The City of Lorain. This group of persons – the Settlement Class – is more clearly and fully defined in Appendix One to the official Settlement Agreement, all of which can be viewed at <https://www.cityoflorain.org/599/Winrod-v-Lorain>.

Ms. Ashley and her attorneys representing the Settlement Class have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the best interests of the Settlement Class to enter into the Settlement now pending before the Court to assure that the Settlement Class obtains benefits as a result of the litigation. And Defendant The City of Lorain, while continuing to deny any and all liability to Ms. Ashley or any other member of the Settlement Class, has concluded that it is in the best interests of the City and its residents and citizens to settle the Lawsuit against the City on the terms set forth in the Settlement Agreement, and summarized in this Notice, in order to avoid the expense, inconvenience, and risks of further litigation.

A summary of the terms of the Settlement Agreement, and the Settlement it proposes, is set forth below; this summary is **not** intended to be a full or complete recitation of the

terms of the proposed Settlement. Anyone can obtain a copy of the Settlement Agreement at <https://www.cityoflorain.org/599/Winrod-v-Lorain>. Unless otherwise specifically defined herein or the context dictates otherwise, capitalized terms used in this Notice shall have the same meaning as defined in the Settlement Agreement.

The proposed Settlement must be approved by the Court before it becomes effective. If granted final approval by the Court, the Settlement will include the following provisions.

- The Settlement does not contemplate Settlement Class Members receiving payments from the Settlement Fund. The benefits accruing to the members of the Settlement Class include the following, which benefits, the Parties' counsel have agreed, have a value to the members of the Settlement Class of more than \$2,400,000 over the course of ten years.
- The County of Lorain, Ohio, is to assume ownership and maintenance of the sewer system presently serving the members of the Settlement Class (the "Hidden Valley sewer system"), subject to the final approval of the Lorain County Board of Commissioners. The Settlement shall be contingent upon the County's acceptance of the Hidden Valley sewer system.
- The members of the Settlement Class will be charged a sanitary sewer fee which equals 105% of the fee charged Lorain City residents for the first year commencing the first day of the next calendar quarter following the Effective Date, 110% for the second year, 115% for the third year, 120% for the fourth year and 125% for the fifth year and all subsequent years thereafter.
- In addition to the reductions in sanitary sewer fees set forth above, the City will make a cash contribution of \$371,670.92 to the total Settlement Fund, of which \$21,670.92 is the total of the plaintiff's counsel's case expenses, to be distributed subject to the approval of the Court.
- Class Counsel will ask the Court for an award of attorneys' fees, and reimbursement of their case expenses incurred in the course of their rendering of such services, in an amount not to exceed \$371,670.92, from the Settlement Fund, and you will not have to pay these fees and expenses out of your pocket.
- Upon the Court's final approval of the proposed Settlement and pursuant to the terms of the Settlement Agreement, the Named Plaintiff and each and every member of the Settlement Class, on behalf of themselves, their predecessors, successors, heirs, assigns, agents, attorneys, insurers, and anyone acting on their behalf, will absolutely and unconditionally release and forever discharge Defendant The City of Lorain from any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, or fines and penalties) of any nature whatsoever, whether known or unknown, contingent or non-contingent, foreseen or unforeseen, and whether arising under statute, regulation, ordinance, contract, common law, equity, or otherwise, as were, or could have been, asserted, averred, or alleged in *Winrod v. City of Lorain*, Lorain C.P. No. 13cv181854, and/or in *Flores v.*

City of Lorain, Lorain C.P. No. 20cv200713, whether had, or hereafter had, directly, indirectly, derivatively, or in any other capacity, with prejudice.

NOTICE OF THE TIME AND PLACE OF THE FAIRNESS HEARING

The Court has reviewed the proposed Settlement as set forth in the Settlement Agreement, and the Court has preliminarily approved the proposed Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class. To determine whether final approval of the proposed Settlement should be granted, the Court will convene a Fairness Hearing in Courtroom No. 711 of the Lorain County Justice Center, 225 Court Street, Elyria, Ohio 44035, commencing at 10:00 a.m. on May 21, 2021, or as soon thereafter as the Court's docket then may permit. This hearing may be adjourned or rescheduled without further notice to the Settlement Class. And the date and time of the Fairness Hearing may be advanced at the Court's discretion and without further notice to the Settlement Class in the event no objection or attorney appearance is timely filed. Any Settlement Class Member intending to attend the Fairness Hearing should (in addition to complying with all instructions and requirements below) confirm the date, time, and location of the Fairness Hearing with Class Counsel.

OBJECTIONS BY SETTLEMENT CLASS MEMBERS AND, ATTORNEY REPRESENTATION OF SETTLEMENT CLASS MEMBERS

Any Settlement Class Member who wishes to object, either on his or her own or through an attorney retained at the Settlement Class Member's own expense, to the fairness, reasonableness, or adequacy of the proposed Settlement and/or to the amount of attorneys' fees, costs, and expenses, must, no later than **April 16, 2021**, file with the Clerk of the Court and serve upon all counsel for the Parties a written explanation of all the objections the Settlement Class Member may have to the proposed Settlement and/or Class Counsel's award of fees, costs, and expenses, as well as the specific reason(s), if any, for each objection, including any legal support that the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of the objection.

If a Settlement Class Member wishes to have an attorney represent him or her at the Fairness Hearing, then such representation will be at the Settlement Class Member's own expense and such attorney must, no later than April 16, 2021, file with the Clerk of the Court and serve upon all counsel for the Parties a Notice of Appearance.

Unless the Court finds good cause for an exception, any attorney who fails to timely file and serve a Notice of Appearance shall not be heard at the Fairness Hearing, and any Settlement Class Member who fails to timely file and serve his or her statement of objection, as well as the specific reason(s), if any, for each objection (including any legal support that the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of the objection) shall thereby waive any rights the Settlement Class Member may have to appear separately and/or to object, and will be bound by all proceedings, orders, and judgments in this Lawsuit. Those Class Members and attorneys who comply with the provisions of the two immediately preceding paragraphs will be provided a URL

at which they may choose to attend and participate in the Fairness Hearing in lieu of actual, in-person appearance and participation.

Any Settlement Class Member should promptly contact Class Counsel if they have any question or concern regarding objecting, or retaining counsel to represent her or him in this lawsuit.

IMPORTANT ADDITIONAL INFORMATION

Do not contact the Court or any of its offices or employees if you have any questions. The Class Counsel to whom inquiries regarding the matters addressed in this Notice may be directed are:

Matthew A. Dooley and Stephen M. Bosak
O'Toole, McLaughlin, Dooley & Pecora Co., L.P.A.
5455 Detroit Road
Sheffield Village, Ohio 44054
(440) 930-4001

The pleadings and other related records in this class action may be examined in person during regular office hours at the Office of the Clerk within the Justice Center, 225 Court Street, Elyria, Ohio 44035, or online via the Clerk's website at <http://cp.onlinedockets.com/loraincp/>.