

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into as of the Execution Date (as defined herein) by and among Ms. Lynda Ashley, the sole remaining Named Plaintiff in the Lawsuit captioned *Winrod v. City of Lorain*, Lorain C.P. No. 13cv181854, for herself and on behalf of the entirety of the Settlement Class (as defined herein), and the City of Lorain, the sole remaining defendant in the aforesaid Lawsuit.

### **A. RECITALS**

The course and scope of the litigation leading to the settlement contemplated and intended by this Agreement has been extensive both in length of time and in the significance of the issues decided and announced. In light of the time-extensive intensity of the litigation occasioned by the Lawsuit, no one can doubt the sincerity, creativity, endurance, tenacity, and thoughtfulness of the litigants.

### **Procedural History**

The Lawsuit commenced more than six years ago. Since then, the trial court was called upon to issue numerous decisions consequent to the parties' prolific motion practice. The pretrial practice in the Lawsuit – in propounding, pursuing, responding to, and defending against oral and written discovery informally and in motion practice; in submitting and opposing dispositive motions both for dismissal and summary judgment; and in appearances, arguments, submissions, entries both agreed and contested, and attendant requisite and necessary steps – has been significant, substantial, time-consuming, difficult, and of importance in bringing the litigation to its current status. In addition, and not incidentally, the Lawsuit has occasioned an appeal to the Ninth District Court of Appeals.

The Lawsuit's Class Action Complaint was filed on October 29, 2013. On February 11, 2014, Defendant the City of Lorain (hence, the "City") filed a motion seeking the Complaint's dismissal. On March 31, 2014, the plaintiffs filed an Amended Class Action Complaint, occasioning on April 7, 2014, the trial court's denial of the City's motion to dismiss. On May 16, 2014, the City moved the trial court for a dismissal of the plaintiffs' Amended Complaint. The plaintiffs' opposition to the City's second motion to dismiss was filed on June 16, 2014, and, on the City's motion seeking the trial court's permission to file a reply brief, the City's brief replying to the plaintiff's opposition was filed on June 27, 2014. On July 15, 2014, the trial court (Judge James M. Burge presiding) denied the City's motion seeking the dismissal of the plaintiffs' Amended Complaint, and on August 28, 2014, the City filed its Answer to the plaintiffs' Amended Complaint.

The City moved the trial court on August 28, 2014, for an Order removing all of the class-action allegations from the plaintiffs' Amended Complaint. The plaintiff's opposition to the City's motion to strike class-action allegations was filed on September 24, 2014. The City's reply to the plaintiffs' opposition was filed on October 2, 2014, and the plaintiffs' surreply to the City's reply was filed on October 16, 2014. During this period, the trial judge to whose docket the Lawsuit was originally assigned was disqualified, and the Lawsuit was assigned to Judge

Thomas J. Pokorny. On February 18, 2015, the trial court (Magistrate James L. Blaszak presiding) denied the City's motion to strike class-action allegations.

On March 18, 2015, the plaintiffs' filed their Second Amended Class Action Complaint, in response to which the City filed its Answer on April 6, 2015.

On December 15, 2015, the City filed two motions with the trial court. The first requested an Order removing from the Second Amended Complaint all of its class-action allegations. The second requested that the trial court grant summary judgment to the City as to Count I, Count II, and Count III(a) of the plaintiffs' Second Amended Complaint.

The plaintiffs' filed their opposition to the City's second class-action motion, addressed to the plaintiffs' Second Amended Complaint, on February 3, 2016, and on February 22, 2016, the City submitted its reply to the plaintiffs' opposition. On August 16, 2016, the trial court (Judge Michelle Silva Arredondo presiding) denied the City's second motion to strike class action allegations.

After much motion practice between the parties, from January 4, 2016, through November 16, 2016, the City withdrew its motion for summary judgment on November 22, 2016. In the interim, the City filed its Amended Answer to the plaintiffs' Second Amended Complaint on November 15, 2016.

To this point, the Lawsuit was pending before a number of trial judges, including Judges Burge, Pokorny, and Arredondo. In January of 2017 the Lawsuit was assigned to the docket of Judge D. Chris Cook, and in the next month the Lawsuit was assigned to the docket of the Honorable Mark A. Betleski, before whom the Lawsuit currently pends.

Throughout this entire time, the parties engaged in a great deal of pretrial discovery, including written interrogatories, requests for admissions, the production of voluminous documents, and no less than seven separate oral depositions, eventuating in motions to compel and briefs submitted thereon from October 18, 2016, through a ruling thereon by the trial court entered on April 5, 2018.

On June 1, 2018, the City moved the trial court for the entry of a judgment in favor of the City summarily on the entirety of the plaintiffs' Second Amended Complaint. The plaintiffs' opposition to the City's motion for a summary judgment was filed on July 16, 2018. The City filed its reply to the plaintiffs' opposition on August 3, 2018, which touched off a flurry of motions, responses, and replies, concluding with the trial court denying the City's summary judgment motion on March 26, 2019.

Also on June 1, 2018, the plaintiffs' filed their motion seeking class certification. The City filed its opposition to the plaintiffs' motion for class certification on July 16, 2018, and the plaintiffs' reply to the City's opposition was filed on August 6, 2018. On March 26, 2019, the trial court granted the plaintiff's class-certification motion. The City timely appealed the trial court's class-certification decision to the Ninth District Court of Appeals on April 24, 2019.

The transfer of the entirety of the trial court's record to the court of appeals, and the supplementing of a portion of that record, was accomplished by July 17, 2019. The City's opening brief on appeal was filed on August 5, 2019, the remaining named plaintiff's brief in opposition was filed on September 16, 2019, and the City's brief in reply was filed on September 26, 2019. A three-judge panel of the Ninth District Court of Appeals heard oral argument from the parties on November 21, 2019, and in a unanimous decision issued on January 21, 2020, reversed the trial court's decision granting class certification. The plaintiff did not seek discretionary review by the Ohio Supreme Court and the case returned to the trial court where the plaintiff renewed her motion for class certification, which remains pending.

The foregoing is testament to the tenacity of the representation that the Settlement Class and the City received throughout the litigation, and further strongly demonstrates the propriety, if not the necessity, of providing the further, following recitations of the historical, factual particulars which preceded the presently proposed settlement and supports the contemplated settlement's acceptance.

### **Claims for Relief**

This matter was initiated in October 2013 by Plaintiffs Christine Winrod and Lynda Ashley ("Plaintiffs") residents of Hidden Valley, a subdivision in Amherst Township, Ohio ("Hidden Valley"), who use the City's sewer services. Plaintiffs ultimately filed a Second Amended Complaint on March 18, 2015, which Complaint challenges the sewer rates and fees imposed upon Plaintiffs as a result of the City passing Lorain Codified Ordinance ("Ord.") 913.305 on September 17, 2012. Specifically, Plaintiffs' Second Amended Complaint asserts four claims against the City:

- Count I – Breach of Contract – Gargasz Agreement;
- Count II – Breach of Contract – 1976 County Agreement;
- Count III – Declaratory Relief; and
- Count IV – Violation of R.C. 729.49.

In support of their claims, Plaintiffs cite to an agreement entered into in 1974 (and its two subsequent extensions entered into in 1975 and 1979, respectively) between the City and the developer of Hidden Valley, Edward J. Gargasz ("Mr. Gargasz") for the provision of water and sewer services (collectively, the "Gargasz Agreement"). Plaintiffs contend that they are not bound by Ord. 913.305 (setting rates for outside-City sewer rental users) because the Gargasz Agreement set a separate sewer rate for Hidden Valley sewer users. Plaintiffs argue that the City has breached the Gargasz Agreement as a result of charging Plaintiffs pursuant to the September 17, 2012 amendment to Ord. 913.305.

As an alternative theory to liability, Plaintiffs cite to a July 28, 1976 Agreement between the City and Lorain County, Ohio ("1976 County Agreement") to support their allegations that the City set unreasonable sewer rates. According to Plaintiffs, the City agreed to accept and receive the sanitary sewage and waste originating in the Lorain Amherst Regional Sewer System ("System"). Plaintiffs assert that the sewer rates imposed upon Plaintiffs under the 1976 County Agreement do not comply with the contract's required rate methodologies. As a result, Plaintiffs

allege the City's enforcement of Ord. 913.305 constitutes a breach of the 1976 County Agreement.

The City has, and has asserted, defenses to each of the above-mentioned Plaintiffs' contentions. For example, the City contends that Plaintiffs are not intended third-party beneficiaries to the Gargasz Agreement and, therefore, lack standing to bring a breach of contract claim based on this agreement. Even if Plaintiffs were to establish that they are third-party beneficiaries to the Gargasz Agreement, the City contends that Plaintiffs signed a separate contract for water and sewer services with the City rendering the Gargasz Agreement a nullity. Further, according to the City, even if the Gargasz Agreement were considered to be applicable, its contractual language does not restrict the City from imposing sewer charges on Plaintiffs in accordance with Ord. 913.305 for outside-City sewer rental users inasmuch as the Gargasz Agreement is devoid of any language setting sewer rental rates for premises within Hidden Valley.

The City further contends that Plaintiffs also misconstrue the 1976 County Agreement inasmuch as, according to the City, the 1976 County Agreement is inapplicable to Plaintiffs. That Agreement does not set sewer rental rates for premises within Hidden Valley, but rather sets rates for a completely separate geographical area of outside-City sewer users.

The City further contends that Plaintiffs do not have a private cause of action for a violation of R.C. §729.49, and, even if such a private cause of action were available to Plaintiffs, R.C. §729.49 does not apply in this situation, and, if applied, its application is unconstitutional. Additionally, according to the City, Plaintiffs cannot establish that Ord. 913.305 violates R.C. §729.49 in that the rates charged to Plaintiffs are just and equitable, and Ord. 913.305 does not violate Article XVIII, §4 of the Ohio Constitution.

Since at least the early 1970's, the City provided water and sewer services to customers outside its city limits for a fee. The rates assessed to outside-City water and sewer users are found in the City's codified ordinances. Pertinent to this Lawsuit, on January 15, 1973, the City passed a resolution adopting the rules and regulations of the Department of Utilities, Division of Water, as Chapter 911 of the City's Ordinances. Notably, effective January 15, 1973, Ord. 911.304 set the rate for water furnished to outside-City users at the in-City rate, plus thirty percent (30%). (The in-City rate, plus thirty percent (30%) is the same rate charged per City ordinance in effect at that time for outside-City water users, and most likely, outside-City sewer users.) On September 17, 1973, the City also passed a resolution setting rates for sanitary sewers, through the Division of Water Pollution and Control Management, as Chapter 913 of the City's Ordinances.

In or around the early months of 1974, Mr. Gargasz applied to the City for water services for Hidden Valley. In a letter dated April 17, 1974, the City's Director of Public Service, acknowledged Mr. Gargasz' request, and agreed to provide water services to Hidden Valley, subject to a series of conditions (hereinafter the "City's 1974 Letter"). The first condition was that Hidden Valley comply with the City's water rules and regulations. The City's 1974 Letter further reiterated that if Hidden Valley stayed outside the City limits (that is, was not annexed) it would be charged at the outside-City water rate set by Ord. 911.304 for outside-City water users. Notably, sewer service to Hidden Valley was not addressed in the City's 1974 Letter. Thereafter,

the Lorain City Council passed Resolution No. 90-74 authorizing the City's Director of Public Services to enter into a contract with Mr. Gargasz for the provision of water and sewer services to Hidden Valley.

The City and Mr. Gargasz confirmed the terms of the City's 1974 Letter through the execution of the Gargasz Agreement. The original contract for the provision of water and sewer services to Hidden Valley was executed on August 2, 1974. As the Hidden Valley subdivision expanded, Gargasz and the City executed two additional extensions of the original 1974 Gargasz Agreement on December 2, 1975 and May 2, 1979, respectively. The 1975 and 1979 extensions did not materially alter the terms of the original 1974 contract.

Hidden Valley needed water and sewer services from the City in order to have a viable subdivision in Amherst Township. Because it was outside the City's limits, Mr. Gargasz was first required to construct the necessary infrastructure required for the City to provide water and sewer services to premises within Hidden Valley. In exchange for Mr. Gargasz constructing said water and sanitary infrastructure, the City waived its right to collect certain capital improvement fees set forth by the City's Director of Public Services, and agreed to provide said services to Hidden Valley water and sewer users. The Gargasz Agreement does not set a separate water or sewer rate for Hidden Valley users.

On April 21, 1980, the City passed a resolution adopting a new set of rules and regulations for water pollution and control. Ord. 913.305 setting rates for sewer rental outside city limits states: "[t]he rates for sewer rental use for premises outside the City limits shall be as provided for in Section 913.303, plus an additional thirty percent (30%) thereof." Hidden Valley sewer users continued to be charged at this rate.

On March 19, 1991, the City repealed the 1980 resolution, and passed a new resolution that included a different methodology for charging outside-City sewer users. Specifically, Ord. 913.305 was amended to read: "[t]he rates for sewer rental use for premises outside the City limits shall be as provided for in Section 913.303 [in-City sewer rate], plus an additional one hundred fifty percent (150%) of the cost of debt reduction and capital improvements." The City did not implement this new methodology and continued to charge Hidden Valley users the in-City sewer rate plus thirty percent (30%).

Over twenty years later, in May 2012, the Lorain City Council considered an increase to rates paid by outside-City sewer users. Ord. 913.305 was thereafter amended on September 17, 2012, to incorporate the increased rate. Following the September 17, 2012, amendment to Ord. 913.305, the rates for sanitary sewer rental use for premises outside the City limits was set at one hundred and thirty percent (130%) of the cost of the City rate as established in Section 913.303, plus an additional one hundred fifty percent (150%) of the cost of debt reduction and capital improvements fee, plus the following operations and maintenance fee:

#### Operations and Maintenance Fee Schedule

2013	\$10.94 per month
2014	\$11.49 per month
2015	\$12.06 per month
2016	\$12.66 per month
2017	\$13.30 per month

Plaintiffs were thereafter charged at these rates for outside-City sewer use. Shortly after Ord. 913.305 was amended on September 17, 2012, Plaintiffs filed the above-captioned lawsuit challenging the new sewer rates.

Although counsel for the parties previously participated in several unsuccessful mediations conducted by Jerome Weiss, further settlement discussions recommenced in the Spring of 2020 after the plaintiff renewed her motion for class certification. Those discussions have resulted in the settlement contemplated and intended by this Agreement, of course dependent entirely on the trial court's final approval of same as set out below, the general terms of which call for the following:

- a. 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.
- b. The members of the Settlement Class (as defined herein) will be charged a sanitary sewer fee which equals 105% of the fee charged Lorain City residents for the first year, 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.
- c. The Parties' counsel agree that the value of the reductions in the sanitary sewer fee, as set forth in the immediately foregoing section, has a value to the members of the Settlement Class of more than \$2,400,000 over the course of ten years, as is set out and demonstrated in the spreadsheet calculations composed by the parties, and shown below.

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>In-City Rate</i>	\$6.19	\$6.29	\$6.38	\$6.48	\$6.58
<i>Outside City Increase</i>	105%	110%	115%	120%	125%
<i>Outside City Rate</i>	\$6.50	\$6.92	\$7.34	\$7.78	\$8.23
<i>RTS Fee</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Average Residential Consumption</i>	6	6	6	6	6
<i>Average Monthly Bill</i>	\$39.00	\$41.51	\$44.02	\$46.66	\$49.35
<i>Average Yearly Bill</i>	\$467.96	\$498.17	\$528.26	\$559.87	\$592.20

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<i>In-City Rate</i>	\$6.19	\$6.29	\$6.38	\$6.48	\$6.58
<i>Outside City Increase</i>	130%	150%	150%	150%	150%
<i>Outside City Rate</i>	\$8.05	\$9.44	\$9.57	\$9.72	\$9.87
<i>*RTS Fee</i>	\$9.75	\$17.83	\$22.50	\$13.50	\$13.50
<i>Average Residential Consumption</i>	6	6	6	6	6
<i>Average Monthly Bill</i>	\$58.03	\$74.44	\$79.92	\$71.82	\$72.72
<i>Average Yearly Bill</i>	\$696.38	\$893.28	\$959.04	\$861.84	\$872.64

<i>Savings</i>	\$228.42	\$395.11	\$430.78	\$301.97	\$280.44
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2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$6.67	\$6.77	\$6.88	\$6.98	\$7.08
125%	125%	125%	125%	125%
\$8.34	\$8.46	\$8.60	\$8.73	\$8.85
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	6	6	6	6
\$50.03	\$50.78	\$51.60	\$52.35	\$53.10
\$600.30	\$609.30	\$619.20	\$628.20	\$637.20
				<b>\$5,740.67</b>

2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$6.67	\$6.77	\$6.88	\$6.98	\$7.08
150%	150%	150%	150%	150%
\$10.01	\$10.16	\$10.32	\$10.47	\$10.62
\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
6	6	6	6	6
\$73.53	\$74.43	\$75.42	\$76.32	\$77.22
\$882.36	\$893.16	\$905.04	\$915.84	\$926.64
				<b>\$8,806.22</b>

\$282.06	\$283.86	\$285.84	\$287.64	\$289.44	<b>\$3,065.56</b>	\$2,400,330.35
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- d. 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 (which expenses plaintiff's counsel will substantiate to defense counsel), to be distributed in any way plaintiff's counsel and the members of the Settlement Class agree, subject to the approval of the Court.
- e. Counsel for the plaintiff and the Settlement Class may, and will, seek from the Court by motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering of such services. Class Counsel's motion for fees and costs shall not seek more than \$371,670.92. The City of Lorain acknowledges that, as the defendant in the Lawsuit, it does not have standing to object or otherwise respond to such motion or petition. *See, e.g., Florin v. Nationsbank of Georgia*, 34 F.3d 560, 562 (7th Cir. 1994) fn. 1; *Copeland v. Marshall*, 641 F.2d 880, 905 (D.C. Cir. 1980) (*en banc*) fn. 57. In the event there remains funds in the Settlement Fund after the Court rules upon Class Counsel's motion for fees and costs, the parties may petition the Court on the disposition of the balance to the Legal Aid Society of Cleveland.
- f. Class Counsel and the surviving named plaintiff, Lynda Ashley, for herself and as the representative of the Settlement Class, on behalf of the Settlement Class and every member thereof, agree and acknowledge that the rates that the City of Lorain has charged, is charging, and will charge under the terms of the Settlement contemplated and intended by this Settlement Agreement, for sewer services outside the City of Lorain's municipal corporation limits, have been and are calculated pursuant to generally accepted industry practices consistent with the methodology in industry guidance applicable to municipal-owned sewer and water systems, and that the payments called for by those rates are reasonably related to the cost of providing sewer services to property within the territory of the services provided.
- g. As part of the Settlement, 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 the City of Lorain from any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, fines and penalties) of any nature whatsoever, whether known or unknown, contingent or non-contingent, or 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.

In addition to and separate from the elements of the settlement and resolution recited immediately above, the parties recognize and understand that plaintiff's counsel, for and on behalf of the named plaintiff as well as the entire putative Settlement Class, desire that the members of the Settlement Class will be charged a reduced Operations and Maintenance ("OM&R") Fee by the County of Lorain for the first three years after final approval of the Class Action Settlement and after transition to the County sewer system, subject to the final approval of the Lorain County Board of Commissioners, and that the members of the Settlement Class will be charged an OM&R Fee equal to 25% of the OM&R Fee charged to County residents for the first year, 50% for the second year, 75% for the third year and 100% for the fourth year, and all subsequent years thereafter. The parties' counsel understand that the County of Lorain wishes to accept the Hidden Valley sewer system as above related, and that the County of Lorain wishes to accept, implement, and maintain the reduced OM&R Fee charges as set forth in this paragraph. While the Parties understand that the terms of this paragraph are requested from the County and are, the Parties have been told, acceptable to the County, the terms of this paragraph are not a condition of the settlement.

The finer and fuller particulars of the settlement contemplated and intended by this Agreement are set forth below.

The Parties have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the best interests of each Party to enter into this Settlement Agreement to avoid the expense, inconvenience, and risks of further litigation.

Therefore, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided herein, the Parties hereby agree to a full and complete settlement of the Class Claims in the Lawsuit on the following terms and conditions.

## **B. DEFINITIONS**

For purposes of this Settlement Agreement, the following terms, when used with an initial capital letter, will have the meanings indicated below. In addition, where appropriate, the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be. Except as otherwise provided herein, the helping verb "will" is used in the sense of "shall" as required for mandatory action rather than as action that merely is anticipated to occur in the future. Terms may also be defined in this Settlement Agreement with an initial capital letter and enclosed in parentheses and quotation marks immediately following its definition, and such definitions and terms are effective as if set forth in this Section B.

1. "Business Day" means a day that is not a Saturday, Sunday, or a federal holiday.
2. "Class" means the Settlement Class.

3. "Class Claims" means all the claims that are, or could have been, asserted by either a named plaintiff or any member of the Class against the City in the Lawsuit captioned *Winrod v. City of Lorain*, Lorain C.P. No. 13cv181854.
4. "Class Counsel" are "Plaintiff's counsel" and are Attorneys Matthew A. Dooley and Stephen M. Bosak of O'Toole, McLaughlin, Dooley & Pecora Co., L.P.A.
5. "Class Member" means a member of the Class.
6. "Class Notice" means the Court-approved long-form notice substantially in the form attached as Exhibit B.
7. "Settlement Fund" means the sum of three hundred seventy-one thousand six hundred seventy dollars and ninety-two cents (\$371,670.92).
8. "Clerk of the Court" means the Clerk of the Court of Common Pleas for Lorain County, Ohio.
9. "Counsel for the City" means Patrick D. Riley and Richard D. Panza.
10. "Court," when that word appears with an initial capital letter and without accompanying descriptors or modifiers (e.g., Court of Common Pleas or Court of Appeals), means the Court of Common Pleas for Lorain County, Ohio, in and for the Lawsuit captioned *Winrod v. City of Lorain*, Lorain C.P. No. 13cv181854.
11. "Effective Date" means the first Business Day after which all of the following events and conditions have been met or have occurred:
  - a. Named Plaintiff, Class Counsel, the City, and Counsel for the City have signed this Settlement Agreement; and
  - b. The Court has entered a Preliminary Approval Order and a Final Order and Judgment in the Lawsuit substantially in the forms of Exhibits A and D, respectively; and
  - c. The latest of the following has occurred:
    - i. The time to appeal from the Final Order and Judgment has expired and no notice of appeal has been filed; or
    - ii. In the event of an appeal, any appeal from the Final Order and Judgment has been finally dismissed; or
    - iii. The time to petition for review with respect to any appellate decision affirming the Final Order and Judgment has expired; or

iv. If a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in the affirmance of the Final Order and Judgment substantially in the form of the Final Order and Judgment entered by the Court.

12. "Execution Date" means the last date upon which this Settlement Agreement has been signed by Named Plaintiff, Class Counsel, the City, and Counsel for the City.

13. "Fairness Hearing" means the hearing in the Lawsuit at which the Court will consider whether to give final approval to the Settlement, enter a Final Order and Judgment, and make such other final rulings as are contemplated by this Settlement Agreement.

14. "Final Order and Judgment" means the final order and judgment in the Lawsuit by which the Court, at or after the Fairness Hearing, approves this Settlement Agreement, enters a final judgment in accordance with this Settlement Agreement, and makes such other final rulings as are contemplated by this Settlement Agreement. The Final Order and Judgment shall be substantially in the form attached as Exhibit D to this Settlement Agreement.

15. "Lawsuit" means the legal action known and captioned as *Winrod v. City of Lorain*, Lorain C.P. No. 13cv181854.

16. "Named Plaintiff" or "Class Representative" means Lynda Ashley.

17. "Parties" means the Named Plaintiff and the City, collectively.

18. "Party" means one of the Parties.

19. "Preliminary Approval Order" means an order of the Court preliminarily approving this Settlement Agreement. The Preliminary Approval Order shall be substantially in the form attached as Exhibit A.

20. "Release" means the release set forth in Section D.

21. "Released Claims" means any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, fines and penalties) of any nature whatsoever, whether known or unknown, contingent or non-contingent, or foreseen or unforeseen, and whether arising under statute, regulation, ordinance, contract, common law, equity, or otherwise, as asserted, averred, or alleged in the Class Claims.

22. "Released Parties" means the City and its elected officials, officers, and employees, each of which is a "Released Party."

23. "Releasors" are the persons providing the release set out in Section (D)(1), below.

24. "Settlement" means the resolution of the claims and defenses of the Lawsuit and the cessation of the Class Claims as contemplated and provided by this Settlement Agreement.
25. "Settlement Agreement" means this Settlement Agreement together with its Appendix One and its Exhibits A, B, C, and D.
26. "Settlement Class" means the persons who have received sewer services on and after May 7, 2012, at the circa 850 addresses listed within the accompanying Appendix One.
27. "Summary Class Notice" means the Court-approved short-form notice substantially in the form attached as Exhibit C.
28. "The City" means the City of Lorain, Ohio.

## C. CONDITIONS

1. **Recitals Are Accurate.** The Parties agree that the Recitals set forth above are accurate to the best of their knowledge.
2. **Parties' Best Efforts Promised.** The Parties agree to undertake their best efforts to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's preliminary and final approvals of this Settlement, and to oppose any appeals from or challenges to a Final Order and Judgment approving this Settlement Agreement.
3. **Preliminary Approval.** As soon as practicable after the Execution Date, the Parties will jointly submit this Settlement Agreement to the Court, together with a joint motion asking the Court to enter a Preliminary Approval Order, to set a date and time for a Fairness Hearing, to disseminate the Class Notice to Class Members substantially in the form attached hereto as Exhibit B, and the Summary Class Notice substantially in the form attached hereto as Exhibit C, in the manner set out at Section (C)(4), below.
4. **Class Notification.**
  - a. As soon as practicable after the entry of a Preliminary Approval Order, the City will cause to be disseminated a Class Notice, substantially in the form attached as Exhibit B, in two separate and distinct manners:
    - i. to the addresses listed upon the accompanying Appendix One, by inclusion of a copy of such Notice into the City's utilities regular billing/invoicing mailings addressed to such addresses, and
    - ii. by appearing upon one or more of the webpages maintained by the City and such display shall continue at least until the date originally noticed for the Fairness Hearing,

Such Class Notice shall notify (i) of the Settlement's elements, (ii) a description of the benefits accruing to the members of the Class, (iii) that Counsel for the plaintiff and the Settlement Class may, and will, seek from the Court by motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering of such services, not to exceed \$371,670.92; (iv) of the date and time of the Fairness Hearing, (v) that the date and time of the Fairness Hearing may be advanced at the Court's discretion and without further notice to the Class in the event no objection or attorney appearance is timely filed, and that the Fairness Hearing may be adjourned and/or rescheduled without further notice, (vi) how a Class Member may timely object to the Settlement and/or to the attorney fee and costs/expenses reimbursement requests, and how a Class Member may be represented by counsel of the Class Member's choice at the Class Member's expense, and (vii) of their right to object to this Settlement Agreement.

In addition, the City will display the entirety of this Settlement Agreement, together with its Appendix One and Exhibits A, B, C, and D, on one or more of the webpages and such display shall continue at least until the date originally noticed for the Fairness Hearing.

- b. As soon as practicable after entry of a Preliminary Approval Order, the City will cause to be published the Summary Class Notice, substantially in the form attached as Exhibit C, once a week over a period of three weeks in *The Morning Journal*.
5. **Costs and Expenses of Class Notification.** The City will pay the costs and expenses of providing and disseminating the Class Notice and the Summary Class Notice.
6. **Class Member Benefits.** The Settlement does not contemplate Class Members receiving payments from the Settlement Fund. The benefits accruing to the members of the Class include the following, which benefits, the Parties' counsel have agreed have a value to the members of the Class of a more than \$2,400,000 over the course of ten years.
  - a. 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.
  - b. The members of the Settlement Class (as defined herein) 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.
7. **Objections to Settlement, and Exclusion from the Class.**
  - a. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or any part of this Settlement Agreement or to the amount of attorneys' fees, costs, and expenses, must, no later than the date that is twenty-eight (28) days before the date originally noticed for the Fairness Hearing, file with the Clerk of the

Court in the Lawsuit, and serve upon all counsel for the Parties, a written explanation of all objections the Class Member may have to the proposed Settlement, any part of this Settlement Agreement, and/or to the amount of attorneys' fees, costs, and expenses, as well as the specific reason(s), if any, for each objection, including any legal support that the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of the objection. Any Class Member who timely files and serves a written objection, as described herein, may appear at the Fairness Hearing to object to any aspect of the fairness, reasonableness, or adequacy of the proposed Settlement, any part of this Settlement Agreement, and/or to the amount of attorneys' fees, costs, and expenses.

- b. Class Members filing a written objection or appearing at the Fairness Hearing in accordance with this Section (C)(7)(a) may do so either on their own or through an attorney hired at their own expense. If a Class Member wishes to have an attorney represent him or her (at the Class Member's own cost and expense), the attorney must file a notice of appearance with the Clerk of the Court in the Lawsuit no later than the date that is twenty-eight (28) days before the date originally noticed for the Fairness Hearing, and must serve a copy of such notice of appearance on all counsel for the Parties.
- c. Unless the Court finds good cause for an exception, any Class Member (or attorney) who fails to comply with the provisions of Sections (C)(7)(a) or (C)(7)(b) will waive any rights the Class Member may have to appear and/or to object, and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.
- d. Only for the purposes of effectuating the Settlement contemplated and intended by this Agreement, a class of the persons who have received sewer services at the aforementioned 850 addresses – the Settlement Class – shall be certified, with the Court's approval, under Ohio Rule of Civil Procedure 23(B)(1) and accordingly the members of the Settlement Class shall not be accorded an opportunity to seek exclusion from the certified class nor shall any such exclusion occur, subject to the Court's approval. Said certification shall be sought for the sole purpose of effectuating the Settlement contemplated and intended by this Agreement, and under no circumstances does or will the City consent to the certification of any class for any purpose other than to implement the terms of the Settlement contemplated and intended by this Agreement.

8. **Entry of Judgment.** In advance of the Fairness Hearing, the Parties will file with the Court a joint motion asking the Court to finally approve this Settlement with the entry of a Final Order and Judgment consistent with the terms of this Settlement Agreement and substantially in the form attached as Exhibit C to this Settlement Agreement. At the Fairness Hearing, the Parties will each request that the Court enter a Final Order and Judgment consistent with the terms of this Settlement Agreement and substantially in the form attached as Exhibit C to this Settlement Agreement.
9. **Payment of Class Counsel's Fees, Costs, and Expenses, and the City's Payment of the Settlement Fund Following the Grant of Final Approval.** In advance of the Fairness Hearing, counsel for the plaintiff and the Settlement Class may, and will, seek

from the Court by motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering of such services, not to exceed \$371,670.92. The City acknowledges that, as the defendant in the Lawsuit, it does not have standing to object or otherwise respond to such motion or petition. *See, e.g., Florin v. Nationsbank of Georgia*, 34 F.3d 560, 562 (7th Cir. 1994) fn. 1; *Copeland v. Marshall*, 641 F.2d 880, 905 (D.C. Cir. 1980) (*en banc*) fn. 57. Within ten calendar days after the Effective Date, the City will transfer, by wire or by check, to Class Counsel that portion of the Settlement Fund that the Court may award Class Counsel on their motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering of such services, not to exceed \$371,670.92. In the event there remains funds in the Settlement Fund after the Court rules upon Class Counsel's motion for fees and costs, the parties may petition the Court on the disposition of the balance to the Legal Aid Society of Cleveland.

10. **Effect of Failure to Grant Final Approval.** If the Court fails to enter a Final Order and Judgment substantially in the form attached as Exhibit C, or if there is an appeal and the Final Order and Judgment is set aside, or if the Settlement does not become effective for any other reason, then this Settlement Agreement shall be null and void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties except that the Parties will be prohibited from using this Settlement Agreement or the Parties' settlement discussions as evidence in the Lawsuit. The intent of the immediately preceding sentence is that, in the event final approval is denied or the Settlement does not become effective for any other reason, the Parties will revert to their positions immediately before the execution of the Settlement Agreement, and the Lawsuit will resume. In the event that the Settlement is not approved, the Parties reserve all rights, claims, defenses, and appeals that they may have.

#### **D. RELEASE**

1. At, as of, and forever after the Effective Date, 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 the City of Lorain from any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, fines and penalties) of any nature whatsoever, whether known or unknown, contingent or non-contingent, or 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.
2. At, as of, and forever after the Effective Date, Releasors are, without limitation, permanently precluded, barred, and estopped from instituting or pursuing any claim or cause of action released in the immediately preceding paragraph. This Release may be raised as a complete defense to, and will preclude and bar, any action, claim, or proceeding that is encompassed by the Release.

3. Releasors expressly acknowledge certain principles of law applicable in some states, such as Section 1542 of the Civil Code of the State of California, which provide that a general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement. Releasors hereby stipulate and agree that all provisions, rights, and benefits conferred by the provisions of such Section 1542 and all similar federal or state laws, rights, rules, regulations, common law doctrines, and legal principles of any and all other jurisdictions, shall have, and be deemed to have been, knowingly and voluntarily waived and relinquished by Releasors to the fullest extent permitted by law.
4. The provisions of this Release constitute an essential and material term of this Settlement Agreement to be included in the Final Order and Judgment entered by the Court.

## **E. GENERAL AND MISCELLANEOUS TERMS**

1. **No Admission of Liability.** This Settlement Agreement is a compromise that the Parties have entered into for the purpose of settling a dispute and avoiding further litigation. This Settlement Agreement and the furnishing of any consideration for the Settlement Agreement, is not, and should in no way be construed as or deemed to be, an admission of liability or wrongdoing of any kind by any Released Party, or give rise to any inference of liability or wrongdoing in this or any other proceeding, and is not evidence of a lack of conviction in any Party's claims, denials, or defenses in the Litigation. The Settlement contemplated and intended by this Agreement is a compromise that the Parties enter into for the purpose of settling a dispute and avoiding further litigation.
2. **Modifications.** The Parties may jointly agree by written amendment to modify the provisions of this Settlement Agreement as they in concert deem necessary to effectuate the intent of this Settlement Agreement or to be in compliance with orders of the Court.
3. **Binding Effect of the Settlement Agreement.** The terms and provisions of this Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their respective predecessors, successors, heirs, and assigns.
4. **Multiple Originals/Counterparts.** This Settlement Agreement may be executed in one or more counterpart originals, each of which when so executed shall be deemed to be an original and shall be binding upon receipt by Class Counsel and Counsel for the City, of an e-mail, facsimile, or hard copy of the signed Settlement Agreement, but all of which taken together shall constitute but one instrument.
5. **Reasonableness of Charges.** As of the Effective Date, Plaintiff's counsel and the surviving named plaintiff, Lynda Ashley, for herself and as the representative of the Settlement Class, on behalf of the Settlement Class and every member thereof, and each Class Member agree and acknowledge that the rates that the City of Lorain has charged, is charging, and will charge under the terms of the Settlement contemplated and intended by this Memorandum, for sewer services outside the City of Lorain's municipal

corporation limits, have been and are calculated pursuant to generally accepted industry practices consistent with the methodology in industry guidance applicable to municipally-owned sewer systems, and that the payments called for by those rates are reasonably related to the cost of providing sewer services to property within the territory of the services provided.

6. **Authority of Persons Signing Settlement Agreement.** The individuals executing this Settlement Agreement represent and warrant that they do so with full authority to bind each such party to the terms and provisions in this Settlement Agreement.
7. **Entire Agreement.** This Settlement Agreement is the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.
8. **Commitment to Further Support and Further Assurances.** The Parties, Class Counsel, and Counsel for the City agree to recommend approval of and support this Settlement Agreement to the Court. The Parties, Class Counsel, and Counsel for the City shall undertake their best efforts, including all reasonable steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement.
9. **Costs and Expenses.** Apart from reimbursement to Class Counsel from the Settlement Fund of the costs and expenses referenced in this Settlement Agreement, the Parties agree to bear their own costs and expenses incurred in connection with the Litigation and this Settlement Agreement.
10. **Section Titles.** The headings in this Settlement Agreement are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Settlement Agreement or the intent of its provisions.
11. **No Presumption Against Drafter.** None of the Parties shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
12. **Non-Disparagement.** The Parties, Class Counsel, and Counsel for the City shall not disparage, demean, or criticize the Settlement Agreement, any of the Parties, or any representative, attorney, or agent of the Parties with respect to the Settlement, the Lawsuit, or the subject matter of the Lawsuit.
13. **Waivers.** The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous to this Settlement Agreement.

14. **Extensions of Time.** Class Counsel and Counsel for the City may agree in writing to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.
15. **Deadlines Falling on Weekends or Holidays.** To the extent any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following Business Day.
16. **Notices.** Whenever this Settlement Agreement requires or contemplates that a Party shall give notice to another Party, notice shall be provided by e-mail, as follows:
  - a. If to the Named Plaintiff, the Class, the Class Members, and/or Class Counsel:

Matthew A. Dooley at [mdooley@omdplaw.com](mailto:mdooley@omdplaw.com)  
and  
Stephen M. Bosak at [sbosak@omdplaw.com](mailto:sbosak@omdplaw.com)
  - b. If to the City:

Richard D. Panza at [RPanza@WickensLaw.com](mailto:RPanza@WickensLaw.com) and at [Docket@WickensLaw.com](mailto:Docket@WickensLaw.com)  
and  
Patrick D. Riley at [law\\_director@cityoflorain.org](mailto:law_director@cityoflorain.org) and at [cheryl\\_robinson@cityoflorain.org](mailto:cheryl_robinson@cityoflorain.org)
17. **Tax Consequences.** No opinion concerning the tax consequences of the Settlement to the Class or to individual Class Members is being given or will be given by the Parties, Class Counsel, and/or Counsel for the City, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending upon the particular circumstances of each individual Class Member.
18. **Court's Continuing Jurisdiction.** Without altering the finality of any of the Court's orders and judgments, the Court shall retain exclusive jurisdiction over the Parties and the Lawsuit, as with respect to matters arising out of or connected with the Settlement, and may issue such orders as necessary to implement the terms of the Settlement Agreement.

NAMED PLAINTIFF:

Lynda Ashley  
Lynda Ashley

Dated: 2/21/2021

COUNSEL FOR THE NAMED PLAINTIFF AND THE CLASS:

Matthew A. Dooley, Esq.

Dated: 2/2/2021

DEFENDANT THE CITY OF LORAIN, OHIO

By:

Sanford Washington

Dated: 2/5/21

Sanford Washington, Safety/Service Director, City of Lorain

Approved as to form:

Patrick D. Riley  
Patrick D. Riley, Law Director, City of Lorain

Dated: 2/5/21

COUNSEL FOR THE CITY OF LORAIN, OHIO

Richard D. Panza  
Richard D. Panza, Esq.

Dated: 2/3/21

Parcel Number	Address				
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500058000023.00	321	DEEPWOOD	LN	AMHERST; OH	44001		
500058000016.00	322	DEEPWOOD	LN	AMHERST; OH	44001		
500058000024.00	323	DEEPWOOD	LN	AMHERST; OH	44001		
500058000026.00	327	DEEPWOOD	LN	AMHERST; OH	44001		
500058000027.00	329	DEEPWOOD	LN	AMHERST; OH	44001		
500058000038.00	331	DEEPWOOD	LN	AMHERST; OH	44001		
500058000037.00	333	DEEPWOOD	LN	AMHERST; OH	44001		
500058000032.00	338	DEEPWOOD	LN	AMHERST; OH	44001		
500058000033.00	341	DEEPWOOD	LN	AMHERST; OH	44001		
500058000104.00	342	DEEPWOOD	LN	AMHERST; OH	44001		
500058000168.00	343	DEEPWOOD	LN	AMHERST; OH	44001		
500058000105.00	344	DEEPWOOD	LN	AMHERST; OH	44001		
500058000167.00	345	DEEPWOOD	LN	AMHERST; OH	44001		
500058000106.00	346	DEEPWOOD	LN	AMHERST; OH	44001		
500058000166.00	347	DEEPWOOD	LN	AMHERST; OH	44001		
500058000107.00	348	DEEPWOOD	LN	AMHERST; OH	44001		
500058000165.00	349	DEEPWOOD	LN	AMHERST; OH	44001		
500058000108.00	350	DEEPWOOD	LN	AMHERST; OH	44001		
500058000164.00	351	DEEPWOOD	LN	AMHERST; OH	44001		
500058000109.00	352	DEEPWOOD	LN	AMHERST; OH	44001		
500058000163.00	353	DEEPWOOD	LN	AMHERST; OH	44001		
500058000110.00	354	DEEPWOOD	LN	AMHERST; OH	44001		
500058000162.00	355	DEEPWOOD	LN	AMHERST; OH	44001		
500058000111.00	356	DEEPWOOD	LN	AMHERST; OH	44001		
500058000161.00	357	DEEPWOOD	LN	AMHERST; OH	44001		
500058000112.00	358	DEEPWOOD	LN	AMHERST; OH	44001		
500058000160.00	359	DEEPWOOD	LN	AMHERST; OH	44001		
500058000113.00	360	DEEPWOOD	LN	AMHERST; OH	44001		
500058000114.00	362	DEEPWOOD	LN	AMHERST; OH	44001		
500058000125.00	363	DEEPWOOD	LN	AMHERST; OH	44001		
500058000115.00	364	DEEPWOOD	LN	AMHERST; OH	44001		
500058000124.00	365	DEEPWOOD	LN	AMHERST; OH	44001		
5000580000347.00	366	DEEPWOOD	LN	AMHERST; OH	44001		
500058000123.00	367	DEEPWOOD	LN	AMHERST; OH	44001		
500058000122.00	369	DEEPWOOD	LN	AMHERST; OH	44001		
500058000118.00	370	DEEPWOOD	LN	AMHERST; OH	44001		
500058000121.00	371	DEEPWOOD	LN	AMHERST; OH	44001		
500058000119.00	372	DEEPWOOD	LN	AMHERST; OH	44001		
500058000120.00	374	DEEPWOOD	LN	AMHERST; OH	44001		
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500057000114.00	836	DEER	RUN	AMHERST; OH	44001		
500057000115.00	838	DEER	RUN	AMHERST; OH	44001		
500057000116.00	840	DEER	RUN	AMHERST; OH	44001		
500057000094.00	841	DEER	RUN	AMHERST; OH	44001		
500057000117.00	842	DEER	RUN	AMHERST; OH	44001		
500057000093.00	843	DEER	RUN	AMHERST; OH	44001		
500057000118.00	844	DEER	RUN	AMHERST; OH	44001		
500057000092.00	845	DEER	RUN	AMHERST; OH	44001		
500057000150.00	846	DEER	RUN	AMHERST; OH	44001		
500057000149.00	847	DEER	RUN	AMHERST; OH	44001		
500057000151.00	848	DEER	RUN	AMHERST; OH	44001		
500057000152.00	850	DEER	RUN	AMHERST; OH	44001		
500057000153.00	902	DEER	RUN	AMHERST; OH	44001		
500057000122.00	903	DEER	RUN	AMHERST; OH	44001		
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500057000231.00	906	DEER	RUN	AMHERST; OH	44001		
500057000232.00	907	DEER	RUN	AMHERST; OH	44001		

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500057000227.00	914	DEER	RUN	AMHERST; OH	44001		
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500057000226.00	916	DEER	RUN	AMHERST; OH	44001		
500057000224.00	917	DEER	RUN	AMHERST; OH	44001		
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500057000096.00	7168	DEER	RUN	AMHERST; OH	44001		
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500057000097.00	7170	DEER	RUN	AMHERST; OH	44001		
500057000109.00	7171	DEER	RUN	AMHERST; OH	44001		
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500057000099.00	7174	DEER	RUN	AMHERST; OH	44001		
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500057000100.00	7176	DEER	RUN	AMHERST; OH	44001		
500057000106.00	7177	DEER	RUN	AMHERST; OH	44001		
500057000101.00	7178	DEER	RUN	AMHERST; OH	44001		
500057000105.00	7179	DEER	RUN	AMHERST; OH	44001		
500057000102.00	7180	DEER	RUN	AMHERST; OH	44001		
500057000104.00	7181	DEER	RUN	AMHERST; OH	44001		
500057000103.00	7182	DEER	RUN	AMHERST; OH	44001		
500057000261.00	360	DOGWOOD	CT	AMHERST; OH	44001		
500057000216.00	365	DOGWOOD	CT	AMHERST; OH	44001		
500057000218.00	370	DOGWOOD	CT	AMHERST; OH	44001		
500057000217.00	375	DOGWOOD	CT	AMHERST; OH	44001		
500063101179.00	OAKNOLL	DR	AMHERST; OH	44001			
500063101180.00	OAKNOLL	DR	AMHERST; OH	44001			
500057000192.00	1100	EDDYSTONE	DR	AMHERST; OH	44001		
500057000198.00	1120	EDDYSTONE	DR	AMHERST; OH	44001		
500058000061.00	520	FIELDSTONE	DR	AMHERST; OH	44001		
500058000062.00	521	FIELDSTONE	DR	AMHERST; OH	44001		
500058000170.00	526	FIELDSTONE	DR	AMHERST; OH	44001		
500058000213.00	527	FIELDSTONE	DR	AMHERST; OH	44001		
500058000171.00	528	FIELDSTONE	DR	AMHERST; OH	44001		
500058000212.00	529	FIELDSTONE	DR	AMHERST; OH	44001		
500058000172.00	530	FIELDSTONE	DR	AMHERST; OH	44001		
500058000211.00	531	FIELDSTONE	DR	AMHERST; OH	44001		
500058000173.00	532	FIELDSTONE	DR	AMHERST; OH	44001		
500058000210.00	533	FIELDSTONE	DR	AMHERST; OH	44001		
500058000174.00	534	FIELDSTONE	DR	AMHERST; OH	44001		
500058000209.00	535	FIELDSTONE	DR	AMHERST; OH	44001		
500058000175.00	536	FIELDSTONE	DR	AMHERST; OH	44001		
500058000208.00	537	FIELDSTONE	DR	AMHERST; OH	44001		
500058000176.00	538	FIELDSTONE	DR	AMHERST; OH	44001		
500058000207.00	539	FIELDSTONE	DR	AMHERST; OH	44001		
500058000177.00	540	FIELDSTONE	DR	AMHERST; OH	44001		
500058000206.00	541	FIELDSTONE	DR	AMHERST; OH	44001		
500058000178.00	542	FIELDSTONE	DR	AMHERST; OH	44001		
500058000205.00	543	FIELDSTONE	DR	AMHERST; OH	44001		
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500058000180.00	546	FIELDSTONE	DR	AMHERST; OH	44001		
500058000203.00	547	FIELDSTONE	DR	AMHERST; OH	44001		
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500058000202.00	549	FIELDSTONE	DR	AMHERST; OH	44001		
500058000182.00	550	FIELDSTONE	DR	AMHERST; OH	44001		
500058000201.00	551	FIELDSTONE	DR	AMHERST; OH	44001		
500058000183.00	552	FIELDSTONE	DR	AMHERST; OH	44001		
500058000200.00	553	FIELDSTONE	DR	AMHERST; OH	44001		
500058000184.00	554	FIELDSTONE	DR	AMHERST; OH	44001		
500058000199.00	555	FIELDSTONE	DR	AMHERST; OH	44001		
500058000185.00	556	FIELDSTONE	DR	AMHERST; OH	44001		
500058000186.00	558	FIELDSTONE	DR	AMHERST; OH	44001		
500058000198.00	567	FIELDSTONE	DR	AMHERST; OH	44001		
500058000308.00	568	FIELDSTONE	DR	AMHERST; OH	44001		
500058000289.00	569	FIELDSTONE	DR	AMHERST; OH	44001		
500058000307.00	570	FIELDSTONE	DR	AMHERST; OH	44001		
500058000290.00	571	FIELDSTONE	DR	AMHERST; OH	44001		
500058000306.00	572	FIELDSTONE	DR	AMHERST; OH	44001		

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500058000305.00	574	FIELDSTONE	DR	AMHERST; OH	44001		
500058000292.00	577	FIELDSTONE	DR	AMHERST; OH	44001		
500058000304.00	578	FIELDSTONE	DR	AMHERST; OH	44001		
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500058000303.00	580	FIELDSTONE	DR	AMHERST; OH	44001		
500058000294.00	583	FIELDSTONE	DR	AMHERST; OH	44001		
500058000302.00	584	FIELDSTONE	DR	AMHERST; OH	44001		
500058000295.00	587	FIELDSTONE	DR	AMHERST; OH	44001		
500058000301.00	588	FIELDSTONE	DR	AMHERST; OH	44001		
500058000159.00	6501	FOX	TAIL	LN	AMHERST; OH	44001	
500058000126.00	6510	FOX	TAIL	LN	AMHERST; OH	44001	
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500058000128.00	6530	FOX	TAIL	LN	AMHERST; OH	44001	
500058000157.00	6535	FOX	TAIL	LN	AMHERST; OH	44001	
500058000129.00	6540	FOX	TAIL	LN	AMHERST; OH	44001	
500058000156.00	6545	FOX	TAIL	LN	AMHERST; OH	44001	
500058000130.00	6550	FOX	TAIL	LN	AMHERST; OH	44001	
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500058000153.00	6585	FOX	TAIL	LN	AMHERST; OH	44001	
500062101069.00	100	GRAYBARK	LN	AMHERST; OH	44001		
500062101070.00	101	GRAYBARK	LN	AMHERST; OH	44001		
500062101068.00	102	GRAYBARK	LN	AMHERST; OH	44001		
500062101071.00	103	GRAYBARK	LN	AMHERST; OH	44001		
500062101067.00	104	GRAYBARK	LN	AMHERST; OH	44001		
500062101072.00	105	GRAYBARK	LN	AMHERST; OH	44001		
500062101073.00	107	GRAYBARK	LN	AMHERST; OH	44001		
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500062101075.00	111	GRAYBARK	LN	AMHERST; OH	44001		
500062101062.00	112	GRAYBARK	LN	AMHERST; OH	44001		
500062101076.00	113	GRAYBARK	LN	AMHERST; OH	44001		
500062101061.00	114	GRAYBARK	LN	AMHERST; OH	44001		
500062101077.00	115	GRAYBARK	LN	AMHERST; OH	44001		
500062101060.00	116	GRAYBARK	LN	AMHERST; OH	44001		
500062101078.00	117	GRAYBARK	LN	AMHERST; OH	44001		
500062101059.00	118	GRAYBARK	LN	AMHERST; OH	44001		
500062101079.00	119	GRAYBARK	LN	AMHERST; OH	44001		
500062101058.00	120	GRAYBARK	LN	AMHERST; OH	44001		
500062101080.00	121	GRAYBARK	LN	AMHERST; OH	44001		
500062101057.00	122	GRAYBARK	LN	AMHERST; OH	44001		
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500059106070.00	124	GRAYBARK	LN	AMHERST; OH	44001		
500059106071.00	125	GRAYBARK	LN	AMHERST; OH	44001		
500059106069.00	126	GRAYBARK	LN	AMHERST; OH	44001		
500059106072.00	127	GRAYBARK	LN	AMHERST; OH	44001		
500059106068.00	128	GRAYBARK	LN	AMHERST; OH	44001		
500059106067.00	130	GRAYBARK	LN	AMHERST; OH	44001		
500059106073.00	131	GRAYBARK	LN	AMHERST; OH	44001		
500059106065.00	134	GRAYBARK	LN	AMHERST; OH	44001		
500059106064.00	136	GRAYBARK	LN	AMHERST; OH	44001		
500059106063.00	138	GRAYBARK	LN	AMHERST; OH	44001		
500059106062.00	140	GRAYBARK	LN	AMHERST; OH	44001		
500059106074.00	141	GRAYBARK	LN	AMHERST; OH	44001		
500059106061.00	142	GRAYBARK	LN	AMHERST; OH	44001		
500059106075.00	145	GRAYBARK	LN	AMHERST; OH	44001		
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500062110001.00	101	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101053.00	102	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101052.00	104	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101008.00	105	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101051.00	106	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101007.00	107	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101050.00	108	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101006.00	109	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101049.00	110	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101005.00	111	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101048.00	112	HIDDEN	TREE	LN	AMHERST; OH	44001	
500062101004.00	113	HIDDEN	TREE	LN	AMHERST; OH	44001	



500058000086.00	6911	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500058000085.00	6913	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500058000084.00	6915	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500058000083.00	6917	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500058000079.00	6920	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500057000074.00	7000	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500058000082.00	7001	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500057000075.00	7003	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500057000064.00	7005	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500057000065.00	7007	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
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500057000066.00	7100	HIDDEN	VALLEY	DR	AMHERST	OH	44001	
500057000123.00	7160	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000148.00	7161	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000124.00	7162	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000125.00	7172	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000128.00	7250	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000137.00	7353	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000134.00	7380	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000193.00	7395	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000164.00	7396	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000165.00	7398	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000166.00	7400	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000167.00	7404	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000168.00	7408	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000190.00	7409	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000189.00	7417	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000170.00	7424	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000187.00	7433	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000173.00	7448	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000174.00	7456	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000184.00	7457	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000183.00	7465	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000175.00	7474	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000181.00	7481	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000180.00	7489	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500057000177.00	7490	HIDDEN	GLEN	DR	AMHERST	OH	44001	
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500057000178.00	7499	HIDDEN	GLEN	DR	AMHERST	OH	44001	
500062107010.00	RUSTIC	HILL	LN	AMHERST	OH	44001		
500057000067.00	923	HILLSIDE	DR	AMHERST	OH	44001		
500057000062.00	924	HILLSIDE	DR	AMHERST	OH	44001		
500057000068.00	925	HILLSIDE	DR	AMHERST	OH	44001		
500057000061.00	926	HILLSIDE	DR	AMHERST	OH	44001		
500057000069.00	927	HILLSIDE	DR	AMHERST	OH	44001		
500057000060.00	928	HILLSIDE	DR	AMHERST	OH	44001		
500057000070.00	929	HILLSIDE	DR	AMHERST	OH	44001		
500057000059.00	930	HILLSIDE	DR	AMHERST	OH	44001		

500057000071.00	931	HILLSIDE	DR	AMHERST; OH	44001		
500057000058.00	932	HILLSIDE	DR	AMHERST; OH	44001		
500057000112.00	940	HILLSIDE	DR	AMHERST; OH	44001		
500057000111.00	941	HILLSIDE	DR	AMHERST; OH	44001		
500058000348.00	DEEPWOOD	LN	AMHERST; OH	44001			
500059106066.00	GRAYBARK	LN	AMHERST; OH	44001			
500057000197.00	45240	MIDDLE	RIDGE	RD	AMHERST; OH	44001	
500057000130.00	910	MOONSTONE	DR	AMHERST; OH	44001		
500057000131.00	911	MOONSTONE	DR	AMHERST; OH	44001		
500057000240.00	920	MOONSTONE	DR	AMHERST; OH	44001		
500057000241.00	921	MOONSTONE	DR	AMHERST; OH	44001		
500058000263.00	822	MOSS	CANYON	DR	AMHERST; OH	44001	
500057000048.00	823	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000262.00	824	MOSS	CANYON	DR	AMHERST; OH	44001	
500057000047.00	825	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000261.00	826	MOSS	CANYON	DR	AMHERST; OH	44001	
500057000046.00	827	MOSS	CANYON	DR	AMHERST; OH	44001	
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500058000278.00	835	MOSS	CANYON	DR	AMHERST; OH	44001	
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500058000276.00	839	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000275.00	841	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000296.00	843	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000297.00	845	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000298.00	847	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000299.00	849	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000300.00	851	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000310.00	853	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000311.00	855	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000312.00	857	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000313.00	859	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000314.00	861	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000326.00	862	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000315.00	863	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000325.00	864	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000316.00	865	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000324.00	866	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000317.00	867	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000323.00	868	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000318.00	869	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000322.00	870	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000321.00	872	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000320.00	874	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000319.00	875	MOSS	CANYON	DR	AMHERST; OH	44001	
500057000344.00	877	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000355.00	878	MOSS	CANYON	DR	AMHERST; OH	44001	
500058000356.00	880	MOSS	CANYON	DR	AMHERST; OH	44001	
500057000343.00	881	MOSS	CANYON	DR	AMHERST; OH	44001	
500063101065.00	400	OAKNOLL	DR	AMHERST; OH	44001		
500063101113.00	402	OAKNOLL	DR	AMHERST; OH	44001		
500063101112.00	404	OAKNOLL	DR	AMHERST; OH	44001		
500063101111.00	406	OAKNOLL	DR	AMHERST; OH	44001		
500063101178.00	407	OAKNOLL	DR	AMHERST; OH	44001		
500063101110.00	408	OAKNOLL	DR	AMHERST; OH	44001		
500063101177.00	409	OAKNOLL	DR	AMHERST; OH	44001		
500063101109.00	410	OAKNOLL	DR	AMHERST; OH	44001		
500063101118.00	411	OAKNOLL	DR	AMHERST; OH	44001		
500063101108.00	412	OAKNOLL	DR	AMHERST; OH	44001		
500063101119.00	413	OAKNOLL	DR	AMHERST; OH	44001		
500063101107.00	414	OAKNOLL	DR	AMHERST; OH	44001		
500063101120.00	415	OAKNOLL	DR	AMHERST; OH	44001		
500063101106.00	416	OAKNOLL	DR	AMHERST; OH	44001		
500058000048.00	417	OAKNOLL	DR	AMHERST; OH	44001		
500058000047.00	418	OAKNOLL	DR	AMHERST; OH	44001		
500058000046.00	420	OAKNOLL	DR	AMHERST; OH	44001		
500058000045.00	422	OAKNOLL	DR	AMHERST; OH	44001		
500058000044.00	424	OAKNOLL	DR	AMHERST; OH	44001		
500058000051.00	425	OAKNOLL	DR	AMHERST; OH	44001		
500058000043.00	426	OAKNOLL	DR	AMHERST; OH	44001		
500058000052.00	427	OAKNOLL	DR	AMHERST; OH	44001		
500058000042.00	428	OAKNOLL	DR	AMHERST; OH	44001		
500058000053.00	429	OAKNOLL	DR	AMHERST; OH	44001		

500058000041.00	430	OAKNOLL	DR	AMHERST; OH	44001		
500058000054.00	431	OAKNOLL	DR	AMHERST; OH	44001		
500058000040.00	432	OAKNOLL	DR	AMHERST; OH	44001		
500058000055.00	433	OAKNOLL	DR	AMHERST; OH	44001		
500058000056.00	435	OAKNOLL	DR	AMHERST; OH	44001		
500058000057.00	437	OAKNOLL	DR	AMHERST; OH	44001		
500058000058.00	439	OAKNOLL	DR	AMHERST; OH	44001		
500058000035.00	440	OAKNOLL	DR	AMHERST; OH	44001		
500058000148.00	441	OAKNOLL	DR	AMHERST; OH	44001		
500058000149.00	442	OAKNOLL	DR	AMHERST; OH	44001		
500058000147.00	443	OAKNOLL	DR	AMHERST; OH	44001		
500058000150.00	444	OAKNOLL	DR	AMHERST; OH	44001		
500058000146.00	445	OAKNOLL	DR	AMHERST; OH	44001		
500058000151.00	446	OAKNOLL	DR	AMHERST; OH	44001		
500058000145.00	447	OAKNOLL	DR	AMHERST; OH	44001		
500058000152.00	448	OAKNOLL	DR	AMHERST; OH	44001		
500058000144.00	449	OAKNOLL	DR	AMHERST; OH	44001		
500058000143.00	451	OAKNOLL	DR	AMHERST; OH	44001		
500058000142.00	453	OAKNOLL	DR	AMHERST; OH	44001		
500058000133.00	454	OAKNOLL	DR	AMHERST; OH	44001		
500058000141.00	455	OAKNOLL	DR	AMHERST; OH	44001		
500058000134.00	456	OAKNOLL	DR	AMHERST; OH	44001		
500058000140.00	457	OAKNOLL	DR	AMHERST; OH	44001		
500058000135.00	458	OAKNOLL	DR	AMHERST; OH	44001		
500058000139.00	459	OAKNOLL	DR	AMHERST; OH	44001		
500058000138.00	463	OAKNOLL	DR	AMHERST; OH	44001		
500058000136.00	464	OAKNOLL	DR	AMHERST; OH	44001		
500058000137.00	466	OAKNOLL	DR	AMHERST; OH	44001		
500058000190.00	467	OAKNOLL	DR	AMHERST; OH	44001		
500058000191.00	468	OAKNOLL	DR	AMHERST; OH	44001		
500058000189.00	469	OAKNOLL	DR	AMHERST; OH	44001		
500058000192.00	470	OAKNOLL	DR	AMHERST; OH	44001		
500058000188.00	471	OAKNOLL	DR	AMHERST; OH	44001		
500058000193.00	472	OAKNOLL	DR	AMHERST; OH	44001		
500058000194.00	474	OAKNOLL	DR	AMHERST; OH	44001		
500058000195.00	476	OAKNOLL	DR	AMHERST; OH	44001		
500058000335.00	478	OAKNOLL	DR	AMHERST; OH	44001		
500058000336.00	479	OAKNOLL	DR	AMHERST; OH	44001		
500058000334.00	480	OAKNOLL	DR	AMHERST; OH	44001		
500058000337.00	481	OAKNOLL	DR	AMHERST; OH	44001		
500058000333.00	482	OAKNOLL	DR	AMHERST; OH	44001		
500058000338.00	483	OAKNOLL	DR	AMHERST; OH	44001		
500058000332.00	484	OAKNOLL	DR	AMHERST; OH	44001		
500058000339.00	485	OAKNOLL	DR	AMHERST; OH	44001		
500058000331.00	486	OAKNOLL	DR	AMHERST; OH	44001		
500058000340.00	487	OAKNOLL	DR	AMHERST; OH	44001		
500058000330.00	488	OAKNOLL	DR	AMHERST; OH	44001		
500058000341.00	489	OAKNOLL	DR	AMHERST; OH	44001		
500058000329.00	490	OAKNOLL	DR	AMHERST; OH	44001		
500058000342.00	491	OAKNOLL	DR	AMHERST; OH	44001		
500058000328.00	492	OAKNOLL	DR	AMHERST; OH	44001		
500058000343.00	493	OAKNOLL	DR	AMHERST; OH	44001		
500058000327.00	494	OAKNOLL	DR	AMHERST; OH	44001		
500057000199.00	45270	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000200.00	45280	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000201.00	45290	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000202.00	45300	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000203.00	45320	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000204.00	45350	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000205.00	45370	OLD	MIDDLE	RIDGE	RD	AMHERST; OH	44001
500057000145.00	45243	QUAIL	HOLLOW	CT	AMHERST; OH	44001	
500057000146.00	45244	QUAIL	HOLLOW	CT	AMHERST; OH	44001	
500057000144.00	45245	QUAIL	HOLLOW	CT	AMHERST; OH	44001	
500057000147.00	45246	QUAIL	HOLLOW	CT	AMHERST; OH	44001	
500057000143.00	45247	QUAIL	HOLLOW	CT	AMHERST; OH	44001	
500063101158.00	6595	ROSEDALE	AVE	AMHERST; OH	44001		
500062110010.00	6597	ROSEDALE	AVE	AMHERST; OH	44001		
500062101012.00	6599	ROSEDALE	AVE	AMHERST; OH	44001		
500062102008.00							
500062109001.00							
500062109002.00							
500063101096.00							

500063101097.00	6601	ROSEDALE	AVE	AMHERST; OH	44001		
500063101086.00	6602	ROSEDALE	AVE	AMHERST; OH	44001		
500063101095.00	6604	ROSEDALE	AVE	AMHERST; OH	44001		
500063101077.00	6607	ROSEDALE	AVE	AMHERST; OH	44001		
500063101076.00	6609	ROSEDALE	AVE	AMHERST; OH	44001		
500063101066.00	6610	ROSEDALE	AVE	AMHERST; OH	44001		
0500063101075	6611	ROSEDALE	AVE	AMHERST; OH	44001		
500063101074.00	6613	ROSEDALE	AVE	AMHERST; OH	44001		
500063101068.00	6614	ROSEDALE	AVE	AMHERST; OH	44001		
500063000000.00	6616	ROSEDALE	AVE	AMHERST; OH	44001		
500063101072.00	6617	ROSEDALE	AVE	AMHERST; OH	44001		
500063101025.00	6619	ROSEDALE	AVE	AMHERST; OH	44001		
0500063101071	6620	ROSEDALE	AVE	AMHERST; OH	44001		
500063101161.00	6603	ROSEDALE	AVE	AMHERST; OH	44001		
500063101162.00	6605	ROSEDALE	AVE	AMHERST; OH	44001		
500063101073.00	6615	ROSEDALE	AVE	AMHERST; OH	44001		
500062109004.00	201	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107011.00	202	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062109003.00	203	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107012.00	204	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107013.00	206	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108009.00	207	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107014.00	208	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108008.00	209	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107015.00	210	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108007.00	211	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107016.00	212	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108006.00	213	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107017.00	214	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108005.00	215	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062107018.00	216	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108004.00	217	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108003.00	219	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062106005.00	220	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108002.00	221	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062106006.00	222	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062108001.00	223	RUSTIC	HILL	LN	AMHERST; OH	44001	
500062106007.00	224	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106047.00	225	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106046.00	226	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106048.00	227	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106045.00	228	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106049.00	229	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106044.00	230	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106043.00	232	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106042.00	234	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106041.00	236	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106040.00	238	RUSTIC	HILL	LN	AMHERST; OH	44001	
500059106039.00	240	RUSTIC	HILL	LN	AMHERST; OH	44001	
500058000015.00	242	RUSTIC	HILL	LN	AMHERST; OH	44001	
500057000313.00	500	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000314.00	501	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000311.00	502	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000315.00	503	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000310.00	504	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000316.00	505	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000309.00	506	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000317.00	507	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000308.00	508	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000307.00	510	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000306.00	512	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000305.00	514	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000304.00	516	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000320.00	517	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000303.00	518	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000302.00	520	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000286.00	522	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000298.00	523	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000287.00	524	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000297.00	525	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000288.00	526	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000296.00	527	STONE	VALLEY	DR	AMHERST; OH	44001	

500057000289.00	528	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000290.00	530	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000295.00	531	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000291.00	532	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000294.00	533	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000292.00	534	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000293.00	536	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000267.00	538	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000268.00	540	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000269.00	542	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000282.00	543	STONE	VALLEY	DR	AMHERST; OH	44001	
500057000270.00	544	STONE	VALLEY	DR	AMHERST; OH	44001	
500058000069.00	720	TRAILS	END	DR	AMHERST; OH	44001	
500058000235.00	722	TRAILS	END	DR	AMHERST; OH	44001	x
500058000070.00	723	TRAILS	END	DR	AMHERST; OH	44001	
500058000236.00	724	TRAILS	END	DR	AMHERST; OH	44001	x
500058000242.00	725	TRAILS	END	DR	AMHERST; OH	44001	
500058000237.00	726	TRAILS	END	DR	AMHERST; OH	44001	
500058000241.00	727	TRAILS	END	DR	AMHERST; OH	44001	
500058000238.00	728	TRAILS	END	DR	AMHERST; OH	44001	
500058000240.00	729	TRAILS	END	DR	AMHERST; OH	44001	
500058000254.00	731	TRAILS	END	DR	AMHERST; OH	44001	
500058000239.00	732	TRAILS	END	DR	AMHERST; OH	44001	
500058000253.00	734	TRAILS	END	DR	AMHERST; OH	44001	
500058000252.00	736	TRAILS	END	DR	AMHERST; OH	44001	
500058000255.00	737	TRAILS	END	DR	AMHERST; OH	44001	
500058000251.00	738	TRAILS	END	DR	AMHERST; OH	44001	
500058000256.00	739	TRAILS	END	DR	AMHERST; OH	44001	
500058000250.00	740	TRAILS	END	DR	AMHERST; OH	44001	
500058000257.00	741	TRAILS	END	DR	AMHERST; OH	44001	
500058000249.00	742	TRAILS	END	DR	AMHERST; OH	44001	
500058000258.00	743	TRAILS	END	DR	AMHERST; OH	44001	
500058000248.00	744	TRAILS	END	DR	AMHERST; OH	44001	
500058000259.00	745	TRAILS	END	DR	AMHERST; OH	44001	
500058000247.00	746	TRAILS	END	DR	AMHERST; OH	44001	
500058000246.00	750	TRAILS	END	DR	AMHERST; OH	44001	
500057000040.00	752	TRAILS	END	DR	AMHERST; OH	44001	
500057000045.00	753	TRAILS	END	DR	AMHERST; OH	44001	
500057000041.00	754	TRAILS	END	DR	AMHERST; OH	44001	
500057000044.00	755	TRAILS	END	DR	AMHERST; OH	44001	
500057000042.00	756	TRAILS	END	DR	AMHERST; OH	44001	
500057000043.00	757	TRAILS	END	DR	AMHERST; OH	44001	
500057000083.00	765	TRAILS	END	DR	AMHERST; OH	44001	
500057000076.00	766	TRAILS	END	DR	AMHERST; OH	44001	
500057000082.00	767	TRAILS	END	DR	AMHERST; OH	44001	
500057000077.00	768	TRAILS	END	DR	AMHERST; OH	44001	
500057000081.00	769	TRAILS	END	DR	AMHERST; OH	44001	
500057000078.00	770	TRAILS	END	DR	AMHERST; OH	44001	
500057000080.00	771	TRAILS	END	DR	AMHERST; OH	44001	
500057000079.00	772	TRAILS	END	DR	AMHERST; OH	44001	
500062101066.00	10	WOODCHUCK	CIR	AMHERST; OH	44001		
500062101065.00	14	WOODCHUCK	CIR	AMHERST; OH	44001		
500062101064.00	18	WOODCHUCK	CIR	AMHERST; OH	44001		
500062101063.00	20	WOODCHUCK	CIR	AMHERST; OH	44001		
500058000025.00	325	DEEPWOOD	LN	AMHERST; OH	44001		
500058000281.00	675	COBBLESTONE	DR	AMHERST; OH	44001		
500063101190.00	ALLANDALE	DR	AMHERST, OH		44001		
500057000191.00	1101	HIDDEN	GLEN	DR	AMHERST; OH	44001	
500062104002.00	1119	KAY	DR	LORAIN, OH	44053		
500062102016.00	1122	KAY	DR	LORAIN, OH	44053		
500062102015.00	1132	KAY	DR	LORAIN, OH	44053		
500062102014.00	1136	KAY	DR	LORAIN, OH	44053		
500062103010.00	1221	KAY	DR	LORAIN, OH	44053		
500062103009.00	1233	KAY	DR	LORAIN, OH	44053		
500062102012.00	1240	KAY	DR	LORAIN, OH	44053		
500062103001.00	1249	KAY	DR	LORAIN, OH	44053		
500062102010.00	1250	KAY	DR	LORAIN, OH	44053		
500062102011.00	1248	KAY	DR	LORAIN, OH	44053		
500057000260.00	REAR	LAND	AMHERST; OH		44001		
500057000262.00	REAR	LAND	AMHERST; OH		44001		
500062104001.00	6321	LINDA	DR	LORAIN, OH	44053		
500062104001.00	6321	LINDA	DR	LORAIN, OH	44053		

500062103011.00	6340	LINDA	DR	LORAIN,	OH	44053		
500062104003.00	6341	LINDA	DR	LORAIN,	OH	44053		
500062103012.00	6358	LINDA	DR	LORAIN,	OH	44053		
0500062103013	6380	LINDA	DR	LORAIN,	OH	44053		
500062104005.00	6389	LINDA	DR	LORAIN,	OH	44053		
500062104006.00	6411	LINDA	DR	LORAIN,	OH	44053		
0500062103014	6412	LINDA	DR	LORAIN,	OH	44053		
500062104007.00	6433	LINDA	DR	LORAIN,	OH	44053		
0500063103004	6459	LINDA	DR	LORAIN,	OH	44053		
500063102001.00	6464	LINDA	DR	AMHERST,	OH	44001		
0500063103003	6465	LINDA	DR	LORAIN,	OH	44053		
500063103001.00	6481	LINDA	DR	AMHERST,	OH	44001		
500062103015.00	6430	LINDA	DR	LORAIN,	OH	44053		
500063101060.00	44500	MIDDLE	RIDGE	RD	AMHERST,	OH	44001	
500063101048.00	44520	MIDDLE	RIDGE	RD	AMHERST,	OH	44001	
500063101046.00	44570	MIDDLE	RIDGE	RD	AMHERST,	OH	44001	
500063000000.00	44630	MIDDLE	RIDGE	RD	AMHERST,	OH	44001	
500062102007.00	6151	OBERLIN	RD	AMHERST,	OH	44001		
500062101084.00	6160	OBERLIN	RD	AMHERST,	OH	44001		
500062101082.00	6190	OBERLIN	RD	AMHERST,	OH	44001		
500062102009.00	6191	OBERLIN	RD	AMHERST,	OH	44001		
0500062101013	6240	OBERLIN	RD	AMHERST,	OH	44001		
500062101015.00	6300	OBERLIN	RD	AMHERST,	OH	44001		
500062101017.00	6340	OBERLIN	RD	AMHERST,	OH	44001		
500062103003.00	6341	OBERLIN	RD	AMHERST,	OH	44001		
500062101018.00	6350	OBERLIN	RD	AMHERST,	OH	44001		
500062103004.00	6361	OBERLIN	RD	AMHERST,	OH	44001		
500062110007.00	6380	OBERLIN	RD	AMHERST,	OH	44001		
500062103005.00	6381	OBERLIN	RD	AMHERST,	OH	44001		
500062103006.00	6393	OBERLIN	RD	AMHERST,	OH	44001		
500062110009.00	6410	OBERLIN	RD	AMHERST,	OH	44001		
500062110011.00	6420	OBERLIN	RD	AMHERST,	OH	44001		
500062103007.00	6421	OBERLIN	RD	AMHERST,	OH	44001		
500063101034.00	6426	OBERLIN	RD	AMHERST,	OH	44001		
500062103008.00	6433	OBERLIN	RD	AMHERST,	OH	44001		
500063103009.00	6503	OBERLIN	RD	AMHERST,	OH	44001		
500063101035.00	6504	OBERLIN	RD	AMHERST,	OH	44001		
500063103014.00	6505	OBERLIN	RD	AMHERST,	OH	44001		
500063101036.00	6510	OBERLIN	RD	AMHERST,	OH	44001		
500063101037.00	6520	OBERLIN	RD	AMHERST,	OH	44001		
500063103023.00	6551	OBERLIN	RD	AMHERST,	OH	44001		
500063101038.00	6576	OBERLIN	RD	AMHERST,	OH	44001		
500063101055.00	6580	OBERLIN	RD	AMHERST,	OH	44001		
500063101058.00	6586	OBERLIN	RD	AMHERST,	OH	44001		
500063101184.00	6590	OBERLIN	RD	AMHERST,	OH	44001		
500063101157.00	6626	OBERLIN	RD	AMHERST;	OH	44001		
500063101156.00	6628	OBERLIN	RD	AMHERST;	OH	44001		
500063103026.00	6629	OBERLIN	RD	AMHERST,	OH	44001		
500063101149.00	6630	OBERLIN	RD	AMHERST;	OH	44001		
500062103002.00	6333	OBERLIN	RD	AMHERST,	OH	44001		
500063103002.00	6501	OBERLIN	RD	AMHERST,	OH	44001		
500063103025.00	6625	OBERLIN	RD	AMHERST,	OH	44001		
500063101026.00	6621	ROSEDALE	AVE	AMHERST,	OH	44001		
500063101027.00	6623	ROSEDALE	AVE	AMHERST,	OH	44001		
500063101030.00	6625	ROSEDALE	AVE	AMHERST,	OH	44001		
500063101014.00	6636	ROSEDALE	AVE	AMHERST,	OH	44001		
500063000000.00	6642	ROSEDALE	AVE	AMHERST,	OH	44001		
500063000000.00	6644	ROSEDALE	AVE	AMHERST,	OH	44001		
500063000000.00	6648	ROSEDALE	AVE	AMHERST,	OH	44001		

**EXHIBIT A**

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

**ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT AND SETTING A  
HEARING THEREON**

\* \* \* \*

The Court, having reviewed the proposed Settlement in this action as set forth in the Parties' Settlement Agreement and its exhibits (a copy of the whole of which was appended to the Parties' joint motion seeking this Order and, by reference, is hereby incorporated herein as if fully rewritten), hereby ORDERS as follows. Unless otherwise specifically defined herein or the context dictates otherwise, capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement.

The Court, pursuant to Civ.R. 23(E), hereby grants preliminary approval of the proposed Settlement, concluding preliminarily that the proposed Settlement is fair, reasonable, and adequate. Only for the purposes of effectuating the Settlement contemplated and intended by the Settlement Agreement, the Court preliminarily certifies a Settlement Class consisting of the persons who have received sewer services from Defendant The City of Lorain on and after May 7, 2012, at the circa 850 addresses listed within the Settlement Agreement's Appendix One. Said preliminary class certification is made under Civ.R. 23(B)(1) and accordingly the members of the Settlement Class shall not be accorded an opportunity to seek exclusion from the Settlement Class

nor shall any such exclusion occur, subject to the Court's approval. Said preliminary certification is made for the sole purpose of effectuating the Settlement contemplated and intended by the Settlement Agreement. The Sole Remaining Named Plaintiff, Lynda Ashley, is preliminarily approved to serve as the Class Representative; and Matthew A. Dooley, Dennis M. O'Toole, Stephen M. Bosak, and Patrick M. Ward of O'Toole, McLaughlin, Dooley & Pecora Co., L.P.A., are preliminarily approved to serve as Class Counsel.

The Settlement does not contemplate Class Members receiving payments from the Settlement Fund. The benefits accruing to the members of the Class include the following, which benefits, the Parties' counsel have agreed have a value to the members of the Class of a more than \$2,400,000 over the course of ten years.

- a. 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; and
- b. The members of the Settlement Class (as defined herein) 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.

As soon as practicable after the entry of a Preliminary Approval Order, Defendant The City of Lorain will cause to be disseminated a Class Notice, substantially in the form attached as Exhibit B to the Settlement Agreement, in two separate and distinct manners:

a. to the addresses listed upon the Settlement Agreement's Appendix

One, by inclusion of a copy of such Notice into Defendant The City of Lorain's utilities regular billing/invoicing mailings addressed to such addresses; and

b. by appearing upon one or more of the webpages maintained by Defendant The City of Lorain and such display shall continue at least until the date originally noticed for the Fairness Hearing.

Such Class Notice shall notify (i) of the Settlement's elements; (ii) a description of the benefits accruing to the members of the Class; (iii) that Counsel for the plaintiff and the Settlement Class may, and will, seek from the Court by motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering of such services, not to exceed \$371,670.92; (iv) of the date and time of the Fairness Hearing; (v) that the date and time of the Fairness Hearing may be advanced at the Court's discretion and without further notice to the Class in the event no objection or attorney appearance is timely filed, and that the Fairness Hearing may be adjourned and/or rescheduled without further notice; (vi) how a Class Member may timely object to the Settlement and/or to the attorney fee and costs/expenses reimbursement requests, and how a Class Member may be represented by counsel of the Class Member's choice at the Class Member's expense; and (vii) of their right to object to the Settlement Agreement.

In addition, Defendant The City of Lorain will display the entirety of the Settlement Agreement, together with its Appendix One and Exhibits A, B, C, and D, on one or more of the

webpages maintained by the City and such display shall continue at least until the date originally noticed for the Fairness Hearing.

As soon as practicable after entry of this Order, Defendant The City of Lorain will cause to be published the Summary Class Notice, substantially in the form attached as Exhibit C to the Settlement Agreement, once a week over a period of three weeks in *The Morning Journal*.

Defendant The City of Lorain will pay the costs and expenses of providing and disseminating the Class Notice and the Summary Class Notice.

Class Counsel are instructed to file their motion or petition for an award of fees, costs, and expenses from the Settlement Fund, no later than one week prior to the date set for the Fairness Hearing.

The Parties will file with the Court, no later than one week prior to the date set for the Fairness Hearing, their motion for final approval of the Settlement in which the Parties will report the then-current status of any objections or exclusions.

A hearing will be held in Courtroom [REDACTED] of the Lorain County Justice Center, 225 Court Street, Elyria, Ohio 44035, commencing at [REDACTED] a.m./p.m. on [REDACTED], 2021, or as soon thereafter as the Court's docket then may permit, to consider whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23 and should receive the Court's final approval, and to decide Class Counsel's forthcoming motion for an award of fees, costs, and expenses from the Settlement Fund.

Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or any part of the Settlement Agreement or to the amount of attorneys' fees, costs, and expenses, must, no later than the date that is twenty-eight (28) days before the date originally noticed for the Fairness Hearing, file with the Clerk of the Court in this

Lawsuit, and serve upon all counsel for the Parties, a written explanation of all objections the Settlement Class Member may have to the proposed Settlement, any part of the Settlement Agreement, and/or to the amount of attorneys' 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. Any Settlement Class Member who timely files and serves a written objection, as described herein, may appear at the Fairness Hearing to object to any aspect of the fairness, reasonableness, or adequacy of the proposed Settlement, any part of this Settlement Agreement, and/or to the amount of attorneys' fees, costs, and expenses.

If a Settlement Class Member wishes to have an attorney represent him or her (at the Settlement Class Member's own cost and expense), the attorney must file a notice of appearance with the Clerk of the Court in this Lawsuit no later than the date that is twenty-eight (28) days before the date originally noticed for the Fairness Hearing, and must serve a copy of such notice of appearance on all counsel for the Parties.

Unless the Court finds good cause for an exception, any Class Member (or attorney) who fails to comply with the provisions of the two immediately preceding paragraphs will waive any rights the Settlement Class Member may have to appear and/or to object, and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit.

Class Counsel and Defendant The City of Lorain's counsel should be prepared at the Fairness Hearing to respond to any and all objections filed by Class Members, and to provide other information, as appropriate, bearing on whether or not the proposed Settlement should be

approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23.

The Court reserves the right to adjourn and/or reschedule the Fairness Hearing without further notice of any kind, and to advance the date and time of the Fairness Hearing without further notice to the Settlement Class in the event no objection or attorney appearance is timely filed. Therefore, any Settlement Class Member intending to attend the Fairness Hearing should (in addition to complying with all instructions and requirements above) confirm the date, time, and location of the Fairness Hearing with Class Counsel.

Pending the final determination of whether the Settlement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23, all proceedings in this Lawsuit are stayed, except as specifically provided in this Order.

Pending the final determination of whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23, the Named Plaintiff and every other Settlement Class Member shall be, and hereby is, enjoined from commencing or prosecuting, either directly or indirectly, an action in any other court against Defendant The City of Lorain concerning or relating to any of the Released Claims. Such injunction shall remain in force until the Effective Date or until such time as Class Counsel and Defendant The City of Lorain's counsel notify the Court that the Settlement has been terminated.

The Court may approve the Settlement, with such modifications as may be agreed to by the Named Plaintiff and Defendant The City of Lorain, if appropriate, without further notice to the Class.

The Court retains exclusive jurisdiction over the Parties, Class Counsel, and this Lawsuit, as with respect to matters arising out of or connected with the Settlement, and may issue such orders as necessary to implement the terms of the Settlement Agreement.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARK A. BETLESKI, JUDGE

## **EXHIBIT B**

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

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*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.**

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**COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO**

CHRISTINE WINROD, ET AL.

CASE NO. 13CV181854

Plaintiffs

JUDGE MARK A. BETLESKI

vs.

THE CITY OF LORAIN

**CLASS NOTICE**

Defendant

\* \* \* \*

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 [here place the City's Settlement Agreement's URL].

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 [here place the City's Settlement Agreement's URL]. 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 [REDACTED] of the Lorain County Justice Center, 225 Court Street, Elyria, Ohio 44035, commencing at [REDACTED] a.m./p.m. on [REDACTED], 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 [here insert the date that is 28 days before the date set for the Fairness Hearing], 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 [here insert the date that is 28 days before the date set for the Fairness Hearing], 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.

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/>.

**EXHIBIT C**

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

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*A court has authorized this notice.  
This is not a solicitation from a lawyer.*

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**If you received sewer services from the City of Lorain  
on and after May 7, 2012,  
within the Hidden Valley Subdivision,  
YOU MAY BE ENTITLED TO BENEFITS  
as a Result of a Class-Action Lawsuit**

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To view the whole of the official Settlement Agreement,  
with all the information regarding the class-action lawsuit  
and its possible benefits to you,  
on the Internet please go to:  
**[here place the City's Settlement Agreement's URL]**

**EXHIBIT D**

COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

CHRISTINE WINROD, ET AL.

CASE NO. 13CV181854

Plaintiffs

JUDGE MARK A. BETLESKI

vs.

THE CITY OF LORAIN

**FINAL ORDER AND JUDGMENT  
APPROVING SETTLEMENT AND  
DISMISSING THIS ACTION WITH  
PREJUDICE**

Defendant

\* \* \* \*

Currently before the Court is an application for final approval of a class action settlement pursuant to Rule 23 of the Ohio Rules of Civil Procedure.

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 the Parties' Settlement Agreement and that Agreement's Appendix One to the official Settlement Agreement, all of which was appended to the Parties' motion seeking the Court's preliminary approval of the Settlement.

Plaintiff, on behalf of herself and the Settlement Class, and Defendant The City of Lorain have agreed to settle the Litigation on the terms and conditions set forth in the Settlement Agreement bearing an Execution Date of [REDACTED], 2021 (the "Settlement Agreement"), a copy of which, together with all of its exhibits, was attached to the parties' joint motion seeking the Court's preliminary approval of the Settlement and, by reference, was incorporated into the Court's Order Preliminarily Approving Class Action Settlement and Setting a Hearing Thereon, filed [REDACTED], 2021 (the "Preliminary Approval Order"), the whole of which is hereby incorporated

into this Final Order and Judgment (“Judgment”). Unless otherwise specifically defined herein or the context dictates otherwise, capitalized terms used in this Judgment shall have the same meaning as defined in the Settlement Agreement.

On [REDACTED], 2021, the Court entered its Preliminary Approval Order, preliminarily approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23, and setting the date and time of the Court’s hearing on whether the proposed Settlement should receive the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23 (the “Fairness Hearing”). The Court’s Preliminary Approval Order directed that Notice be submitted to members of the Settlement Class of the proposed Settlement’s elements for their consideration. Such Order further directed that the Notice provide notification (i) of the Settlement’s elements; (ii) a description of the benefits accruing to the members of the Settlement Class; (iii) that Counsel for the plaintiff and the Settlement Class may, and will, seek from the Court by motion or petition an award of fees and reimbursement of their case expenses incurred in the course of their rendering such services, an amount not to exceed \$371,670.92; (iv) of the date and time of the Fairness Hearing; (v) that 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, and that the Fairness Hearing may be adjourned and/or rescheduled without further notice to the Settlement Class; (vi) how a Settlement Class Member may timely object to the Settlement and/or to the attorney fee and costs/expense reimbursement requests, and how a Settlement Class Member may be represented by counsel of the Settlement Class Member’s choice at the Settlement Class Member’s expense; and (vii) of their right to object to the Settlement Agreement.

In its Preliminary Approval Order, the Court approved the form and substance of the Class Notice as was attached to the Settlement Agreement as Exhibit B. The Class Notice was disseminated in the manner and in substantially the same form that the Court directed in its Preliminary Approval Order – see the declaration of Class Counsel filed [REDACTED], 2021. Further, the Summary Class Notice, substantially in the form as was attached as Exhibit C to the Settlement Agreement as the Court had directed, was published once a week over a period of three weeks in *The Morning Journal* as the Court had ordered – see the declaration of Class Counsel filed [REDACTED], 2021. The Court expressly finds that the procedures established for notice in the Settlement Agreement are the best practicable and are reasonably calculated, under all circumstances, to apprise the Settlement Class of the pendency of this lawsuit and the proposed Settlement, to afford any Settlement Class Member an opportunity to present an objection to the Settlement, and otherwise complies in all respects with Civil Rule 23 and the requirements of due process.

In accordance with the Class Notice, a Fairness Hearing was held in this Lawsuit on [REDACTED], 2021.

The Court, having heard argument regarding the Court's final approval of the Settlement and having reviewed all of the evidence and other submissions presented with respect to the Settlement and the record of all proceedings in this case, enters the following findings:

1. The Court has jurisdiction over the subject matter and the Parties to this Lawsuit, including the Settlement Class Members.
2. The Settlement Class is comprised of all persons who have received sewer services from Defendant The City of Lorain on and after May 7, 2012, at the circa 850 addresses listed within the Settlement Agreement's Appendix One.

3. Class Counsel has filed with the Court a Declaration attesting to the fact that the Class Notice and the Summary Class Notice was disseminated in the manner and in substantially the same form that the Court directed in its Preliminary Approval Order.
4. Notice to the Settlement Class has been given in an adequate and sufficient manner, and the procedures employed for notice were the best practicable under the circumstances and were reasonably calculated to apprise all members of the Settlement Class of the pendency of this Lawsuit and the proposed Settlement, to afford any Settlement Class Member an opportunity to present any objections to the Settlement, and complied in all respects with the Ohio Rules of Civil Procedure, the Due Process Clauses of the United States Constitution and the Constitution of the State of Ohio, the Rules of this Court, and the Court's Preliminarily Approval Order.
5. After considering (i) whether the Settlement was a product of fraud or collusion; (ii) the complexity, expense, and duration of the Lawsuit and its attendant Litigation; (iii) the stage of the proceedings and the amount of discovery completed throughout the Litigation; and (iv) the respective opinions of Class Counsel and Defendant The City of Lorain's counsel, the Court fully and finally hereby approves and confirms the Settlement and the Settlement Agreement in all respects as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23.

6. The terms of the Settlement Agreement, including the Release, and all Exhibits to the Settlement Agreement, and this Judgment shall be forever binding on all Settlement Class Members.
7. 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 outlined below the Parties' counsel have agreed have a value to the members of the Class of more than \$2,400,000 over the course of ten years.
  - a. 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.
  - b. 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.
8. Neither the Settlement Agreement, this Judgment, any papers related to the Settlement, nor the fact of Settlement shall be used as an admission of or by Defendant. Evidence of the Settlement Agreement and this Court's Orders

approving same shall be admissible only in proceedings to enforce the Settlement Agreement or this Judgment, but not as an admission of liability in this Lawsuit or any other proceeding.

It is, therefore, ORDERED, ADJUDGED, AND DECREED that:

1. The Court hereby adopts the Settlement Agreement, which is hereby expressly and finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Ohio Civil Rule 23, and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions, as set forth therein.
2. Release:
  - a. At, as of, and forever after the Effective Date, as defined in 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, has absolutely and unconditionally released and forever discharged Defendant The City of Lorain and its elected officials, officers, and employees, from any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal, 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 or indirectly, derivatively, or in any other capacity, with prejudice. Each of the Releasors is bound by this Judgment and, as a result of it, has absolutely and unconditionally fully, finally, and forever released, acquitted and discharged the Released Parties from the Released Claims that Releasors directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter have, with prejudice.

- b. Releasors are, without limitation, permanently precluded, barred and estopped from instituting or pursuing any claim or cause of action released. This Judgment and the Release may be raised as a complete defense to, and will preclude and bar, any action, claim or proceeding that is encompassed by the Release.
- c. Releasors have knowingly and voluntarily waived and relinquished the provisions of Section 1542 of the Civil Code of the State of California and all similar federal and state laws, rights, rules and legal principles of any other jurisdiction, to the extent applicable.
- d. This Judgment and the Release applies in addition to, and not in lieu of, res judicata, collateral estoppel, or any other preclusive effect attaching to the conclusion of this Lawsuit.
- e. Except as otherwise provided in the Settlement Agreement and in this Judgment, Plaintiff and the Class Members shall take nothing

from Defendant in this Litigation, and the Court hereby dismisses the claims of Plaintiff and the Class Members as against Defendant, with prejudice and without costs.

3. Class Counsel are entitled to be paid from the Settlement Fund attorney's fees and reimbursed costs and litigation expenses in the sum of \$ [REDACTED].
4. Without affecting the finality of this Judgment in any way, this Court retains exclusive jurisdiction over the Parties, Class Counsel, Counsel for Defendant and Defendant, and the Lawsuit, as with respect to matters arising out of or connected with the Settlement, may issue such orders as necessary to implement the terms of the Settlement Agreement, and may order any appropriate legal or equitable remedy necessary to enforce the terms of this Judgment and/or the Settlement. In the event the Settlement Agreement does not become effective and is deemed null and void *ab initio* as provided in the Settlement Agreement, the Litigation shall resume as provided in the Settlement Agreement.

This is a final and appealable judgment.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARK A. BETLESKI, JUDGE