

CLASS ACTION SETTLEMENT AGREEMENT

I. Introduction and Recitals

This Class Action Settlement Agreement is entered into by and between Plaintiffs Thomas Dvorak and John Michel, for themselves and on behalf of the Class and Subclass, on the one hand; and Defendants City of Saint Paul, Board of Water Commissioners and Saint Paul Regional Water Services, on the other hand; and in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

Plaintiffs commenced a putative class action against Defendants on April 10, 2018 in Ramsey County District Court, Case No. 62-CV-18-2356 ("Action"). Plaintiffs alleged that Defendants violated state law requiring that charges for water services be just, equitable, reasonable and proportionate to the cost of service. Plaintiffs alleged that a portion of the Water Service Base Fee ("WSBF") and Right-of-Way Recovery Fee ("ROWRF") charged by Defendants since approximately 2012 to single-family customers with one-inch water meters were unjustly discriminatory because they charged a disproportionate amount of fixed costs compared to similar customers with smaller meters. Plaintiffs sought refund of the difference between what they were charged and the amounts charged to similar customers with smaller meters.

In an amended complaint, Plaintiffs also sought injunctive relief. Although Defendant had reduced the WSBF and ROWRF for most single-family customers with one-inch meters to the amounts charged to customers with smaller meters effective the second quarter 2017, Defendants had retained a group of single-family one-inch meter customers at the higher WSBF and ROWRF if they had a greater than one-inch service line. Plaintiffs alleged that the Defendants continuing to charge the Subclass of customers with larger than one-inch service lines the higher WSBF and ROWRF was arbitrary and unjustly discriminatory. Plaintiffs sought to prohibit the Defendants from continuing to charge the Subclass the higher WSBF and ROWRF.

Defendants denied the allegations of Plaintiffs' complaint and amended complaint and any wrongdoing. Defendants asserted that they did not charge unjust, inequitable or disproportionate amounts of WSBF or ROWRF to Plaintiffs or other similarly-situated customers. Defendants denied they were responsible to refund any money or discontinue charging the higher WSBF or ROWRF to the Subclass.

On March 8, 2019, the Court granted Plaintiffs' motion for class certification. The Court defined the Class to include SPRWS single-family dwelling customers with a one-inch water meter at any time from 2012 through March 2017. The Court also defined a Subclass as single-family dwelling customers who had a greater than one-inch service connection and were placed into the "1-inch (other)" category as of April 1, 2017. The Court appointed Plaintiff Michel as representative of the Class and Plaintiff Dvorak as representative of the Subclass. The law firm of Lawder Law, PLLC, and Joseph Lawder were appointed as lead counsel for the Class and Subclass.

The Parties have engaged in discovery, motion practice, trial preparation and participated in two mediation sessions. After extensive arm's length negotiation, the Parties have agreed to settle the Action and all claims asserted therein. Taking into account the time delay of litigation, including the uncertainties and risks of protracted trials and appeals, the Plaintiffs have concluded that this Agreement provides substantial benefits to the Class and Subclass and is fair, reasonable, adequate and in the best interests of the Plaintiffs, Class and Subclass.

The Parties enter into this Agreement acknowledging that nothing herein shall be construed as an admission of liability by Defendants, who deny any wrongdoing or liability whatsoever. It is the desire and intention of the Parties to compromise, resolve, dismiss and release all allegations and claims for damages, equitable relief and/or any other relief that the Plaintiffs have asserted and requested or could have asserted or requested on behalf of themselves and/or the Class or Subclass which are the subject of this Action, as more specifically set forth below in this Class Action Settlement Agreement.

II. Definitions

- A. "Action" means *Dvorak, et al., v. City of Saint Paul, et al.*, Civil Case No. 62-CV-18-2356.
- B. "Agreement" means this Class Action Settlement Agreement.
- C. "Award" means monetary relief provided to Members of the Class and Subclass.
- D. "Claims Administrator" means Defendants or its designee, Simpluris, to perform functions of administering the Notice, Opt-Out, Objection and/or payment process.
- E. "Class" means SPRWS single-family dwelling customers with a one-inch water meter at any time from 2012 through March 2017; and "Subclass" means single-family dwelling customers who had a greater than one-inch service connection and were placed into the "1-inch (other)" category as of April 1, 2017. Single-family dwelling includes a townhome.
- F. "Class Counsel" means Lawder Law, PLLC, who has been appointed counsel for the Class and Subclass.
- G. "Class Notice" means the form of notice to be disseminated by Defendants to Class and Subclass Members concerning class certification, settlement, objection, opt-out, requests for attorneys' fees, costs and Class Representative Incentive Award.
- H. "Class Representative" means John Michel for the Class and Thomas Dvorak for the Subclass.
- I. "Court" means Ramsey County District Court for the State of Minnesota.
- J. "Defendants" means collectively, the City of Saint Paul, Board of Water Commissioners and Saint Paul Regional Water Services ("SPRWS").

- K. "Effective Date" means either: (1) the date sixty (60) calendar days after the entry of a final order and judgment approving the Settlement, if no motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (2) in the event that a motion for reconsideration, appeal or other effort to obtain review has been initiated, the date thirty (30) calendar days after such appeal or other review has been finally concluded and is no longer subject to any further review, whether by appeal, petitions for rehearing, or otherwise.
- L. "Final Approval Hearing" means the hearing to be conducted by the Court after the Opt-Out and Objection Deadline in connection with its determination of the fairness, adequacy and reasonableness of the Settlement.
- M. "Notice Date" means the date upon which Defendants provide Class Notice to Members of the Class and Subclass.
- N. "Notice Program" means the plan set forth in Section 5.2 of this Agreement for providing notice to Class and Subclass Members.
- O. "Opt-Out" means a decision by a Class or Subclass Member to be excluded from the Class or Subclass and decline to participate in the Settlement.
- P. "Opt-Out and Objection Deadline" means the date sixty (60) days after the Notice Date by which a Request for Exclusion must be submitted the Claims Administrator, Simpluris with copies to Class Counsel, in order for a Member of the Class or Subclass to be voluntarily excluded from the Class or Subclass and from participating in the Settlement, and the date by which Members of the Class and Subclass must file with the Court and serve upon Class Counsel and the Saint Paul City Attorney's Office any objections to the Settlement in accordance with Section 5.5 of this Agreement.
- Q. "Member" means a Member of the Class and/or Subclass.
- R. "Parties" means Plaintiffs and Defendants, collectively.
- S. "Plaintiffs" means collectively, Thomas Dvorak and John Michel, both in their individual and representative capacities.
- T. "Request for Exclusion" means the written communication that must be provided to the Claims Administrator Simpluris with copies to Class Counsel, and postmarked on or before the Opt-Out and Objection Date by a Member of the Class or Subclass who wishes to be excluded from the Class or Subclass.
- U. "Settlement" and "Settlement Agreement" means this Class Action Settlement Agreement and any amendments thereto.
- V. "WSBF" means Water Service Base Fee; and "ROWRF" means the Right-of-Way Recovery Fee.

III. Conditions of Finality of the Settlement Agreement

- 3.1. Court Approval. Class Counsel and Defendants' counsel shall work together in good faith to expeditiously obtain entry of a preliminary approval order followed by entry of a final approval order. The Parties agree that obtaining final approval from the Court of this Settlement Agreement is a necessary condition to effectuate the Settlement Agreement.
- 3.2. Cooperation. The Parties acknowledge and agree that each of them intends to implement the terms and conditions of this Agreement and that they shall, in good faith, cooperate and assist with and undertake all reasonable actions in order to accomplish all required steps of the schedule set by the Court and that they shall use their best efforts to implement all terms and conditions of this Agreement in an expeditious manner. If for any reason this Agreement or any of requirements of obtaining approval are erroneous, defective or objectionable, the Parties shall cooperate to develop a stipulated or voluntary solution to promptly and efficiently cure any error, defect or objection to effectuate the intent of this Agreement.

IV. Settlement Consideration

- 4.1. Settlement Fund. In addition to any other consideration specified in this Agreement, the Board of Water Commissioners, on behalf of all Defendants, will make available a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as a Settlement Fund. The Parties agree that the creation and administration of this Settlement Fund will fully satisfy all claims made in the Action by the Plaintiffs, both on their own behalf and on behalf of the Class and Subclass, for refund of amounts of WSBF and ROWRF billed from the period 2012 through the first quarter of 2017 for the Class and billed from the second quarter 2017 through 2019 also for the Subclass, prejudgment interest, Plaintiffs' attorneys' fees, Plaintiffs' costs of litigation and Class Representative Incentive Awards.
- 4.2. Allocation of Settlement Amount. The Settlement Fund shall be allocated between (1) payment of refund compensation via credits on bills to Class and Subclass Members that are continuing customers; (2) payment of refund compensation to Class and Subclass Members that are no longer customers; and (3) payment of Plaintiffs' attorneys' fees, Plaintiffs' costs of litigation and Class Representative Incentive Awards.
- 4.3. Payment of Attorneys' Fees, Costs and Incentive Award. The Parties agree that Class Counsel may move the court for an award of attorneys' fees, costs of litigation and Class Representative Incentive Awards concurrent with final approval of the Settlement. Class Counsel may seek approval of payment of up to 33 and 1/3 percent of the total value of the Settlement for attorneys' fees without objection by Defendants. The total value of the Settlement is the gross amount of the Settlement Fund plus the value of injunctive relief benefitting the Subclass. Class Counsel may seek approval for reimbursement of its actual costs of litigation without objection by Defendants. Class Counsel may seek approval of Class

Representative Incentive Awards in the amount of up to \$25,000 without objection by Defendants. The total of the Court approved amount of attorneys' fees, costs of litigation and Incentive Awards shall be paid from the Settlement Fund by check or electronic transfer to Class Counsel within 10 business days after the Effective Date.

- 4.4. Net Settlement Fund. After reduction for the total amount of approved attorneys' fees, costs of litigation and Incentive Awards, the amount remaining of the Settlement Fund shall be called the Net Settlement Fund. The Net Settlement Fund shall be divided into two parts consisting of the Continuing Customer Credit Fund and the Former Customer Cash Fund. The amount of the Net Settlement Fund to be allocated to each of the Continuing Customer Credit Fund and Former Customer Cash Fund shall be determined by totaling the amount of WSBF and ROWRF billed to Class Members from 2012 through the first quarter of 2017 and additional amounts billed to Subclass Members from the second quarter 2017 through 2019, which amount shall be the Denominator in the allocation formula. The total amount of WSBF and ROWRF billed to Class Members from 2012 through the first quarter 2017 and additional amounts billed to Subclass Members from the second quarter 2012 through 2019 that are continuing customers divided by the Denominator shall yield the percentage that when applied to the Net Settlement Fund is the Continuing Customer Credit Fund. The total amount of the WSBF and ROWRF billed to Class Members from 2012 through the first quarter of 2017 and additional amounts billed to Subclass Members from the second quarter 2012 through 2019 that are no longer customers divided by the Denominator shall yield the percentage when applied to the Net Settlement Fund is the Former Customer Cash Fund. Attached hereto as Exhibit A is an estimation of distribution of the Net Settlement Fund on a credit or cash refund to be made to the Class and Subclass Members for each year the WSBF or ROWRF was paid for various types of customers at an assumed refund rate of approximately 40% of the amount Plaintiffs claimed was overcharged in the Action.
- 4.5. Continuing Customer Credit Fund. The Continuing Customer Credit Fund shall be paid to Class and Subclass Members who are continuing customers by issuance of a credit to their water bills for their proportionate share. The proportionate share of credit to be issued to Class and Subclass Members that are continuing customers shall be determined by dividing the total amount of WSBF and ROWRF billed to each Class Member 2012 through the first quarter of 2017 and if also a Subclass Member, additional amounts billed to each Subclass Member from the second quarter 2017 through 2019 by the total amount of WSBF and ROWRF billed to Class Members from 2012 through the first quarter 2017 and additional amounts billed to Subclass Members from the second quarter 2017 through 2019 that are continuing customers. Such credits shall be issued to the next water bill sent 30 days after the Effective Date and for any subsequent bills until that Class Member's credit is fully applied. Class and Subclass Members that are continuing customers will not need to do anything in order to receive this benefit.
- 4.6. Former Customer Cash Fund. The Former Customer Cash Fund shall be paid to

Class and Subclass Members who are no longer customers as of the Effective Date but who at some point during 2012 through first quarter 2017 for Class Members and through 2019 for Subclass Members paid WSBF or ROWRF, by issuance of a cash payment for their proportionate share. The proportionate share of cash to be issued to Class and Subclass Members that are no longer customers shall be determined by dividing the total amount of WSBF and ROWRF billed to each Class Member from 2012 through the first quarter of 2017 and if also a Subclass Member, additional amounts billed to such Subclass Member from the second quarter 2017 through 2019 by the total amount of WSBF and ROWRF billed to Class Members from 2012 through the first quarter 2017 and additional amounts billed to Subclass Members from the second quarter 2017 through 2019 that are no longer customers. Such cash payments shall be paid by issuance of a check and mailed to the recipient within 90 days after the effective date. Class and Subclass Members that are or expect as of the Effective Date to no longer be customer will not need to do anything to receive this benefit.

- 4.7. Subclass Relief. Defendants shall take such measures to charge Subclass customers, effective January 1, 2020, the same amount of WSBF and ROWRF charged in their municipality as other single-family customers with one-inch or smaller water meters who have a one-inch or smaller service line. To the extent that the billing cycles prevent this from timely occurring, Defendants shall issue refunds or credits to Subclass customers so that their 2020 rates are the same as other single-family customers with one-inch or small water meters who have a one-inch or smaller service line. The release given in Section 7 of this Agreement does not release any future claim of Plaintiffs or Subclass Members that may arise if Defendants revert back to differentiating Subclass customers for purposes of billing them a higher WSBF and ROWRF based upon service line size in the future.

V. Notice and Claims Administration

- 5.1. Administration Responsibility. Defendants or their designee Claims Administrator Simpluris shall administer the Notice Program, Claims Process, Opt-Out/Objection process, and oversee the disbursement of credit and cash awards to Class and Subclass Members in accordance with the terms of this Agreement and orders of the Court. Defendants shall be responsible for the cost associated with the Notice and Claims Process and Administration. Such cost shall not be taken out of the Settlement Fund. Any disputes concerning the administration of the Settlement that are not resolved by the Parties may be submitted to the Court for determination.
- 5.2. Notice. Within thirty (30) days after the Court's entry of an order preliminarily approving the Settlement or on March 1, 2020, whichever date is later, Defendants shall provide notice to the Class and Subclass Member by mailing to the last known address of each Member a post-card summarizing the information contained in the Class Notice and indicating how to obtain more detailed information. The Class Notice shall:

- a. Identify the Parties, Class Counsel and the Class Representatives;
- b. Contain a short plain statement of the background of the Action and the Settlement;
- c. Describe the Settlement relief as set forth in this Agreement;
- d. Describe the Opt-Out process and inform Members of the Class and Subclass that if they do not exclude themselves they may be eligible to receive relief;
- e. Inform Members of the Class and Subclass that if they are continuing customers they do not need to file a claim to receive a refund credit;
- f. Inform Members of the Class and Subclass who are no longer customers as of the Effective Date that they do not need to file a claim to receive a cash payment;
- g. Explain the scope of the Release to be provided by the Class and Subclass Members through their Class Representatives;
- h. Inform the Class and Subclass Members that Class Counsel will be seeking payment of attorneys' fees, costs of litigation and Incentive Awards from the Settlement Fund
- i. Inform the Class and Subclass Members of their right to object and of the deadline sixty (60) days after the Notice Date to Opt-Out or object to the Settlement or the Plaintiffs' application for attorneys' fees, costs and Incentive Awards.

Defendants through the designated Claims Administrator (Simpluris) shall post and maintain through the Effective Date substantially the same information on a website (with links from the SPRWS website) and include links to the Settlement Agreement, Class Notice, and any relevant Court orders. Defendants shall provide a process for electronic submission of Opt-Outs. Defendants shall provide an information contact to respond to inquiries from Class and Subclass Members.

5.3. Claims Process. Claims will be processed as follows:

- a. Class and Subclass Members who are current customers during the billing cycles after the Effective Date do not need to do anything to receive a refund credit. Refunds will be processed and paid through bill credit based upon Defendants' records and the formula set forth in Part IV.
- b. Class and Subclass Members who are no longer customers as of the Effective Date do not need to do anything to receive a cash payment. Payments will be processed and paid via check based upon Defendants'

records and the formula set forth in Part IV.

- c. Before the Final Approval Hearing, Defendants or their Claims Administrator shall certify to Class Counsel and the Court (i) the approximate number of Class and Subclass Members to be issued refunds from the Continuing Customer Credit Fund and the total approximate amount of WSBF and ROWRF paid by such Members from 2012 through 2019, and (ii) the approximate number of Class and Subclass Members to be issued cash Awards from the Former Customer Cash Fund and the total approximate amount of WSBF and ROWRF paid by such Members from 2012 through 2019.
 - d. Within thirty (30) days after each billing cycle after the Effective Date until substantially all of the refund credits and cash Awards have been paid, Defendants or their Claims Administrator shall certify to Class Counsel (i) the number and refund amount of Class and Subclass Members issued refunds from the Continuing Customer Credit Fund, and (ii) the number and cash amount of Class and Subclass Members issued cash Awards from the Former Customer Cash Fund; and (iii) the remaining unpaid amounts in (i) and (ii).
- 5.4. Opt-Out. A Class or Subclass Member who wishes to Opt-out of the Settlement must do so on or before the Opt-Out and Objection Deadline. In order to Opt-Out, a Class or Subclass Member must complete and deliver to the Claims Administrator Simpluris and to Class Counsel a Request for Exclusion by the Opt-Out and Objection Deadline. The Request for Exclusion must be signed by the Class or Subclass Member and must contain a statement clearly stating a desire and intention to be excluded from the Settlement Class and Subclass. Class-wide opt-outs shall not be permitted. Excluding those Class or Subclass Members who timely and properly file a Request for Exclusion, all Class and Subclass Members shall be bound by this Agreement's terms upon the Effective Date, regardless of whether they file a Claim or receive a refund credit or cash Award. A Class or Subclass Member who properly Opts-Out of the Settlement shall not be bound by any orders or judgment entered in the Action relating to the Settlement, shall not be entitled to relief under, or have their rights affected by the Agreement, shall not gain any rights by virtue of the Agreement; and shall not be entitled to object to any aspect of the Settlement.
- 5.5. Objection. Any Class or Subclass Member who intends to object to the Settlement or Plaintiffs' application for attorneys' fees, costs and Incentive Awards, must file with the Court and deliver a written objection to Class Counsel and to Defendants' counsel at the St. Paul City Attorney's Office on or before the Opt-Out and Objection Deadline. In order to object to the Settlement, the written objection must contain the following information:
- a. The name, address, e-mail and telephone number of the objector and if such objector is represented by counsel, the name, address, e-mail and telephone number of such counsel.

- b. Certification that such objector is a Member of the Class or Subclass.
- c. A written statement specifically describing all of the objections to the Settlement and the reasons for such objections.
- d. A statement as to whether the objector intends to appear at the final approval hearing.

An objecting Class or Subclass Member may only object on his/her own behalf. Class-wide objections shall not be permitted. Any Class or Subclass Member who fails to submit a timely written objection shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement, either by appeal or other means.

VI. Cy Pres Fund

- 6.1. Purpose. The Parties acknowledge that there may be former customers for which no valid address can be located or that passed through the cost of WSBF and ROWRF to others, such as renters, who are not identified in the records of Defendants. The Parties are under no obligation to take any steps beyond that specified in this Agreement to locate and notify such customers. While the Settlement cannot and does not resolve the rights between parties in the myriad situations in which the ultimate payor is not the listed customer, former customers cannot be located, the Parties agree that the balance of the Former Customer Cash Fund remaining after payment of Claims shall be used to create a *cy pres* fund to be administered pursuant to the following section.
- 6.2. Administration. After payment of claims and reservation of any amounts to cover disputed claims from the Former Customer Cash Fund, Defendants shall provide an accounting to Class Counsel and the Court of the original amount, distributions made and the amount remaining in the Former Customer Cash Fund. The Parties shall confer regarding disposition of the remaining balance and attempt to reach agreement on how it should be distributed. The Court shall issue notice pursuant to Minn.R.Civ.P. 23.05(e), and may request the Parties and the Legal Services Advisory Committee to make submission regarding the appropriate distribution of the remaining funds. The Court shall resolve any disagreement as to distribution of the *cy pres* funds taking into consideration the nature of the Action, the objectives of the underlying statutes and the interests of the silent Members. Defendant shall be responsible for disbursing the *cy pres* funds to the appropriate entities along with any *cy pres* order issued by the Court.

VII. Releases

- 7.1. Defendants' Release of Plaintiffs. Effective on the Effective Date, the Defendants absolutely and unconditionally release and forever discharge Plaintiffs and the Members of the Class and Subclass, their agents, servants, successors, heirs,

executors, administrators and all other persons, from any and all claims relating to the institution or prosecution of the Action.

- 7.2. Plaintiffs' and Representative Release of Defendants. Effective on the Effective Date, Plaintiffs, on behalf of themselves and on behalf of the Members of the Class and Subclass, directly, indirectly, derivatively, or in any capacity ever had, now have or hereafter may have, absolutely and unconditionally release and forever discharge Defendants, together with their agents, employees, subsidiaries, successors, and assigns, from any and all claims, allegations, debts, liabilities, demands, obligations, costs, expenses attorney fees, damages, actions, or causes of action of any nature whatsoever, whether accrued or not, whether known or unknown, in law or equity, that were or could have been asserted in the Action by or on behalf of Plaintiffs and Members of the Class or Subclass arising from or in any way relating to matters alleged in the Action taking place prior to the date of this Settlement Agreement.
- 7.3. Scope of Releases. The releases set forth in paragraphs 7.1 and 7.2 are not intended to include the release of claims arising out of breach of any rights or duties in this Settlement Agreement.

VIII. No Admission

- 8.1. This Settlement Agreement does not, and is not intended to constitute, nor shall it be deemed to constitute, an admission by any party as to the merits, validity or accuracy of any of the allegations, claims or defenses of any party in this case. Named Plaintiffs continue to assert the validity of their claims. By entering into this Agreement, Defendants do not admit or concede, expressly or impliedly, but denies they have in any way violated state or local laws regarding water rates, customer classes, common laws of Minnesota, or any other federal, state or local law, statute, ordinance, regulation or rule, or any obligation or duty at law or in equity.
- 8.2. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the mediation or negotiations leading to this Settlement Agreement, is intended by the parties to, nor shall any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or other proceeding of whatsoever kind or nature (including without limitation the results of the claims process established under this Settlement Agreement) as evidence of violation of state or local laws regarding water rates, customer classes, common laws of Minnesota, or any other federal, state or local law, statute, ordinance, regulation or rule, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court to enforce or implement any provision of this Settlement Agreement or implement any orders or judgments of the Court entered into in connection herewith.

IX. Final Order and Judgment Approving Settlement

- 9.1. Fairness Hearing. The Final Approval Hearing shall be scheduled as soon as reasonably practicable and consistent with the time frames set forth in this Agreement. The Final Approval Hearing is to determine and obtain final approval of this Agreement, the notice provided and determination of Plaintiffs' application for attorney's fees, costs and Incentive Award.
- 9.2. Final Approval. This Agreement is subject to and conditioned upon the issuance by the Court of an order and judgment that grants final approval of the Settlement. The final order and judgment approving settlement shall:
- a. Confirm the Notice Program complied with the requirements of Minn. R. Civ. P. 23 and due process by providing due, adequate and sufficient notice to the Class and Subclass;
 - b. Determine that this Agreement was entered into in good faith, is reasonable, fair and adequate and is in the best interest of the Class and Subclass;
 - c. Determine the amount of attorneys' fee, costs and Plaintiffs' Incentive Awards to be paid from the Settlement Fund;
 - d. Make all appropriate and necessary findings of fact required to enter a final judgment pursuant to Minn.R.Civ.P. 54.02.
 - e. Dismiss the Action with prejudice;
 - f. Retain the Court's continuing and exclusive jurisdiction over the Parties and all Class and Subclass Members, for the purpose of construing and enforcing the Agreement in accordance with its terms.

X. Representations and Warranties

10.1. Defendants represent and warrant that:

- a. They have the requisite corporate and governmental power and authority to execute, deliver and perform their obligations as set forth in this Agreement and to consummate the transactions contemplated by the Agreement;
- b. The execution, delivery and performance of the Agreement and their consummation of the actions contemplated by the Agreement have been duly authorized by Defendants; and
- c. The Agreement has been validly executed and delivered by Defendants and constitutes its legal, valid and binding obligation.

10.2. Plaintiffs represent and warrant that:

- a. They have the requisite authority and are entering into this Agreement on behalf of themselves, individually and as representatives of the Class and

Subclass of their own free will and without any consideration other than what is provided in this Agreement or disclosed to, and authorized by, the Court;

b. They have reviewed the terms of the Agreement, believe it to be fair and reasonable; and

c. They will not file a Request for Exclusion or object to the Settlement.

10.3. The Parties warrant that they have carefully read the contents of this Settlement Agreement, and that this Settlement Agreement is signed freely by each person executing this Settlement Agreement on behalf of each of the Parties. The Parties, and each of them, further represent and warrant to each other that he, she, or it has made such investigations of the facts pertaining to the Settlement, this Settlement Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary. No promise, inducement or consideration for the Settlement has been made, except as set forth in this Agreement. No consideration, amount or sum paid, accredited, offered or expended by Defendants in its performance of the Agreement and Settlement constitutes a fine, penalty, punitive damages or other form of assessment for any claim asserted against them.

XI. Miscellaneous Provisions

11.1. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement of the Action and the released claims and shall supersede any previous agreements, representations, communications or understandings among the Parties. This Agreement may not be changed, modified, altered, or amended except in a writing signed by all Parties and, if required, approved by the Court.

11.2. Governing Law. This Settlement Agreement shall be governed by the laws of the State of Minnesota without giving effect to the conflict of laws or choice of law provisions thereof.

11.3. Single and Plural. Definitions apply to the singular and plural forms of each term defined.

11.4. Construction. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof 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 hereof.

11.5. Execution. This Settlement Agreement may be executed by electronic exchange of executed signature pages, and any signature transmittal by electronic means for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

11.6. Binding Effect. This Settlement Agreement binds and inures to the benefit of the Parties and their assigns, heirs, administrators, executors and successors.

11.7. Notices. All notices to Parties or their counsel required by this Agreement shall be made in writing and shall be sent simultaneously by electronic mail and regular mail to the following:

a. For Plaintiffs and/or Class Counsel:

Joseph S. Lawder, Esq.
Lawder Law, PLLC
445 Minnesota St., Ste. 1500
St. Paul, MN 55101
joe@lawderlaw.com

b. For Defendants:

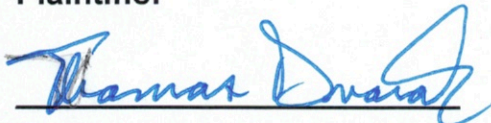
Megan D. Hafner, Esq.
Saint Paul City Attorney's Office
750 City Hall and Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102
Megan.Hafner@ci.stpaul.mn.us

(Signatures on Continuing Pages Below)

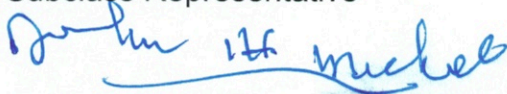
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date set forth below.

Dated: January ____, 2020

Plaintiffs:



Thomas Dvorak, Individually and
as Subclass Representative



John Michel, Individually and as
Class Representative

Defendants:

City of Saint Paul

By: _____

Name: _____

Title: _____

Board of Water Commissioners

By: _____

Name: _____

Title: _____

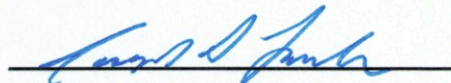
Saint Paul Regional Water Services

By: _____

Name: _____

Title: _____

**Approved as to form and
content:**



Joseph S. Lawder, Esq.
Class Counsel

**Approved as to form and
content:**

Megan D. Hafner, Esq.
Defendants' Counsel

Exhibit A
Estimated Refund By Year

<u>Year</u>	<u>WSBF</u> <u>All Municipalities</u>	<u>ROWRF</u> <u>St. Paul Only</u>	<u>Combined</u> <u>St. Paul Only</u>
2012	N/A	\$10.80	\$10.80
2013	\$21.60	\$10.80	\$32.40
2014	\$21.60	\$10.80	\$32.40
2015	\$28.80	\$10.80	\$39.60
2016	\$36.00	\$10.80	\$46.80
2017 Qtr 1	\$10.80	\$2.70	\$13.50
Total if customer all years	<u>\$118.80</u>	<u>\$56.70</u>	<u>\$175.5</u>

(Subclass additional amounts)

2017 Qtr 2-4	\$32.40	\$8.10	\$40.50
2018	\$43.20	\$10.80	\$54
2019	\$43.20	\$10.80	\$54
Subtotal 2017-19	<u>\$118.80</u>	<u>\$29.70</u>	<u>\$148.50</u>
Total 2012-19 Subclass	<u>\$237.60</u>	<u>\$86.40</u>	<u>\$324.00</u>

Important: These amounts are only an estimate to give you an approximation of the general amount of refund that you may be entitled to under the Settlement. Actual refund amounts will be different and may be less or more depending upon the length of time you were a customer and based upon court approval. ROWRF was only charged to City of Saint Paul customers. If you are a customer from a different municipality you are not entitled to a refund of the ROWRF. If you are a customer in Mendota Heights, Roseville or Sunfish Lake, you may be entitled to a slightly higher amount of WSBF refund because those municipalities were charged 20% more WSBF.