

IN THE COURT OF COMMON PLEAS OF OHIO
CUYAHOGA COUNTY

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|--|---|-------------------------|
| MARY LYNN GATTOZZI, |) | |
| f/k/a Mary Lynn Colak, Individually and on |) | Case No. CV-14-831933 |
| Behalf of a Plaintiff Class of All Others |) | |
| Similarly Situated, |) | Judge Andrew J. Santoli |
| Plaintiff, |) | |
| v. |) | |
| |) | SETTLEMENT |
| THE TREASURER OF CUYAHOGA |) | AGREEMENT |
| COUNTY, OHIO, et al. |) | |
| Defendants. |) | |

This Settlement Agreement, which includes the Recitals and all Exhibits attached hereto (collectively, the "Agreement," "Settlement," or "Settlement Agreement," as hereinafter defined), is entered into by and between Plaintiff (as hereinafter defined), the Settlement Class Members that Plaintiff represents (as hereinafter defined), and Plaintiff's Counsel (as hereinafter defined), on the one hand, and Defendant (as hereinafter defined), on the other hand.

RECITALS

WHEREAS, on August 27, 2014, Plaintiff filed a class-action Complaint asserting a takings claim under Article I, §19 of the Ohio Constitution; and

WHEREAS, on October 30, 2014, Defendant filed its Answer denying the claims asserted in the Complaint; and

WHEREAS, on October 1, 2019, the Parties voluntarily mediated the Action with well-respected mediator Attorney Michael Ungar and, after a lengthy mediation, the Parties were unable to reach an agreement at that time. However, the Parties diligently worked with the mediator in the following weeks, and independently thereafter, and have now reached an agreement to settle the claims in the Action (as hereinafter defined); and

WHEREAS, Defendant, after conducting an investigation and evaluation of the law and facts asserted in the Action, denies all of the allegations made by Plaintiff in the Action and has denied and continues to deny that it is liable or owes damages or other compensation or remedies to anyone with respect to the alleged facts or causes of action asserted in the Action, and Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that it has meritorious defenses to the Action but, nonetheless and without admitting or conceding any liability or damages whatsoever, and without admitting that class certification is appropriate except for settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation of the Action; and

WHEREAS, each Party believes it has meritorious arguments on the pending summary judgment motions and/or at trial, which arguments the Court has not yet had an opportunity to consider, and both Parties recognize the risks if the Action proceeds; and

WHEREAS, Plaintiff's Counsel investigated the claims against Defendant in the Action, which investigation included an analysis of any and all applicable defenses, and said investigation also included, *inter alia*, the exchange of information pursuant to both formal and informal discovery methods and, based on the results of the aforesaid investigation and evaluation, Plaintiff's Counsel believe that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, the Parties reached this Agreement after extensive arm's-length negotiations, and the Agreement was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues;

NOW THEREFORE, the Parties, intending to be legally bound and in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the adequacy of which is hereby acknowledged, do hereby agree to a full and complete settlement of the Action on the following terms and conditions.

1. DEFINITIONS

The defined terms set forth herein shall have the meanings ascribed to them below.

1.1. "Action" means all operative Complaints filed in the lawsuit originally captioned *Mary Lynn Gattozzi, et al. v. William N. Sheehan, III, et al.*, and later captioned, pursuant to the Court's Journal Entry filed on January 25, 2018, as *Mary Lynn Gattozzi, et al. v. The Treasurer of Cuyahoga County, et al.*, Court of Common Pleas of Ohio, Cuyahoga County, Case No. CV-14-831933.

1.2. "Attorneys' Fees and Costs Award" means the attorneys' fees, expenses, and costs payment from the Gross Settlement Value and approved by the Court for Plaintiff's fees, expenses and costs associated with the litigation and resolution of the Action, including, but not limited to, fees, expenses and costs associated with documenting the settlement, preparing any notices required as part of the settlement or by Court order (excluding the third-party Settlement Administration Costs which are separately identified and to be paid as described in Paragraph 1.25, below), securing the Court's approval of the Agreement, assisting with administering the Agreement, and obtaining entry of the Final Order as defined below terminating the Action.

1.3. "Business Day" means a day that is not a Saturday, Sunday, or a federal holiday.

1.4. "Check Cashing Period" means, with respect to any check issued to a Settlement Class Member, unless negotiated, cashed, or deposited, and/or unless subject to re-issue as provided for below, any such check will be void 120 calendar days after issuance of such check; re-issued checks shall also be subject to this limitation, with the 120-day check cashing period commencing upon the date of reissuance.

1.5. "Class Representative Service Award" means the amount to be paid to Plaintiff, as approved by the Court, as set forth in this Agreement from the Gross Settlement Value in addition to any Individual Settlement Payment, in recognition of Plaintiff's efforts and work in prosecuting the Action on behalf of Settlement Class Members. The Parties agree that Plaintiff's Counsel may request a Class Representative Service Award for Plaintiff not to exceed \$10,000. Defendant acknowledges that they have no standing to be heard on the awards to be sought from

the Gross Settlement Value, whether as/for a Class Representative Service Award or in any awards to Plaintiff's Counsel whether as and for fees for services rendered or as reimbursement of court costs and case-related expenses.

1.6. "Class Settlement Fund" means an account created and administered by the Settlement Administrator and funded by Defendant with a deposit by Defendant of the Gross Settlement Value. The Class Settlement Fund shall be set up by the Settlement Administrator as a Qualified Settlement Fund under Section 468B of the Internal Revenue Code of 1986, as amended, Treas. Reg. Section 1.468B-1, et seq.

1.7. "Costs" means all the costs and case expenses incurred by Plaintiff's Counsel in or for the Action including, but not being limited to, costs recoverable under Civ.R. 54(D).

1.8. "Court" means the Court of Common Pleas of Ohio, Cuyahoga County, or any other court taking jurisdiction of the Action.

1.9. "Defendant" means three entities – The Treasurer of Cuyahoga County, Ohio; The County Executive of Cuyahoga County, Ohio; and Cuyahoga County, Ohio, as is set out in the Court's Journal Entry filed on January 25, 2018.

1.10. "Defendant's Counsel" means, for all purposes including providing any notices required under this Agreement, the Cuyahoga County Department of Law, 2079 East 9th Street, 7th Floor Cleveland, Ohio 44115.

1.11. "Effective Date of the Agreement" shall be the later of (a) the Court's Order Granting Final Approval of the Settlement Agreement, if no objections have been filed; or (b) the date when the time for appeal has expired if an objection has been filed and no appeal was filed; or (c) if an appeal has been filed, thirty calendar days after the Court's Order is affirmed and no further or additional appeals or requests for rehearing may be timely filed.

1.12. "Fairness Hearing" means the hearing on Plaintiff's motion for final approval of the Agreement. It is agreed the Court need not conduct such hearing in open court but may hold it via video, telephonically, or in such other manner as the Court directs, and that at the Court's discretion such hearing may be dispensed with.

1.13. "Final Court Approval" is obtained on the date of the entry of the Court's Order Granting Final Approval of the Settlement Agreement.

1.14. "Gross Settlement Value" means the entire Settlement amount of Three Hundred Fifteen Thousand Dollars (\$315,000) to be paid by Defendant pursuant to this Agreement. The Gross Settlement Value is fully inclusive and the sole source of payment of all Individual Settlement Payments to Participating Settlement Class Members, the Class Representative Service Award, Settlement Administration Costs to be paid to the Settlement Administrator, and the Attorneys' Fees and Costs Award. The Gross Settlement Value represents Defendant's maximum financial obligation under this Agreement. Defendant shall have no further monetary obligation in excess of the Gross Settlement Value to Plaintiff, Settlement Class Members, or Plaintiff's Counsel. The Gross Settlement Value constitutes a common fund obtained consequent to the services and labor of Plaintiff and Plaintiff's Counsel for the benefit of all Settlement Class Members.

1.15. "Individual Settlement Entitlement" and "Individual Settlement Payment" means the amount representing a Participating Settlement Class Member's share of the Net Settlement Value, which shall be determined solely by Plaintiff's Counsel subject to Court approval, and paid to Participating Settlement Class Members as provided elsewhere herein.

1.16. "Mailed Class Notice" means the Notice of Proposed Class Action Settlement, substantially in the form attached hereto as **Exhibit 1**, which shall be transmitted to some or all Settlement Class Members as determined by Plaintiff's Counsel with approval, and pursuant to the order, of the Court.

1.17. "Net Settlement Value" means the portion of the Gross Settlement Value remaining after deductions for any approved Class Representative Service Award, Settlement Administration Costs, the Attorneys' Fees and Costs Awards, and any other amounts or deductions approved by the Court.

1.18. "Order Granting Final Approval" means the Order substantially in the form attached as **Exhibit 2**, entered by the Court granting final approval of the terms and conditions of

this Agreement, approving the process previously carried out for notice and claims, and dismissing the Action with prejudice.

1.19. "Order Granting Preliminary Approval" means the order substantially in the form attached as **Exhibit 3**, entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Agreement, and directing and establishing the manner and timing of providing notice to the Settlement Class Members and the time period for objections.

1.20. "Participating Settlement Class Members" shall mean persons who receive a payment pursuant to this Agreement.

1.21. "Parties" means Plaintiff and Defendant, collectively.

1.22. "Plaintiff" refers to the named the Plaintiff named in the Complaint, Mary Lynn Gattozzi.

1.23. "Plaintiff's Counsel" refers to Charles Watkins, Thomas Theado, Matthew Danese, Robert Gary, and Jori Bloom Naegele.

1.24. "Settlement," "Settlement Agreement," and/or "Agreement" means this written agreement, and its exhibits, settling the claims asserted in the Action.

1.25. "Settlement Administration Costs" means the costs payable from the Gross Settlement Value to the Settlement Administrator for administering the Settlement, including, but not limited to: communication with Settlement Class Members or others, costs associated with, *inter alia* skip tracing, NCOA, printing and distributing the Mailed Notices and any other notice required, tax accounting and reporting, making tax payments, providing required tax forms, distributing the Individual Settlement Entitlement payments, re-issuance of checks, Class Representative Service Award, Attorneys' Fees and Costs Award, and providing reports and declarations as may be required, including reports on whether any Settlement Class Member submitted any challenge or objection. The Settlement Administration Costs shall be paid from the Gross Settlement Value, including, if necessary, any such costs in excess of any amount estimated by the Settlement Administrator. Amounts up to \$30,000 shall be paid within ten business days to the Settlement Administrator from the Class Settlement Fund upon submission by the Settlement

Administrator of one or more invoices and approval of Plaintiff's and Defendant's Counsel, and amounts in excess of \$30,000 shall be paid upon Court approval.

1.26. "Settlement Administrator" means Strategic Claims Service, see www.strategicclaims.net, or such other third-party class action settlement administrator chosen by Plaintiff's Counsel with Defendant's Counsel's consent and subsequent approval by the Court, for the purposes of administering this Settlement. The Parties represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.27. "Settlement Class List" means a list, prepared to the best of Defendant's ability using all information reasonably available to Defendant, of all Settlement Class Members, accompanied by the following: their respective last/best mailing addresses and whatever further contact information that Defendant may have; the amount(s) of unclaimed property, when reasonably available to Defendant from records maintained by Defendant; and the date(s) Defendant held such property, when reasonably available to Defendant from records maintained by Defendant. Defendant will provide the Settlement Class List to Plaintiff's Counsel and to the Settlement Administrator, formatted in Microsoft Excel. The Settlement Class List, consisting of multiple files, shall be updated by Defendant on an ongoing basis, which updates will promptly be provided to Plaintiff's Counsel and the Settlement Administrator by email and in hard copy, through the date of entry of the Order Granting Final Approval, and which updates shall be referred to and be part of the Settlement Class List. If Defendant cannot supply the Settlement Class List and any updates in Excel, Defendant shall meet and confer with the Settlement Administrator to determine the most efficient and appropriate format(s).

1.28. "Settlement Class Members" means the members of the class whose certification was affirmed by Ohio's Eighth District Court of Appeals at paragraph 6 of the decision *Gattozzi v. Sheehan*, 2016-Ohio-5230, 57 N.E.3d 1187 (8th Dist.), to wit: "[a]ll persons or entities, excluding members of the federal or state of Ohio judiciary assigned to adjudicate in this action, who received funds on or after August 28, 2010, that were held by defendant, whether or not

denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensation for such."

2. APPROVAL AND CLASS NOTICE

2.1. Approval by the Cuyahoga County Council. The Parties agree that this Agreement has been approved by the elected Council of Cuyahoga County. The Parties further agree that with the Council of Cuyahoga County having authorized the County Executive to execute the Settlement Agreement, if the County Executive has not executed the Settlement Agreement within twenty (20) days after all other Parties to the Settlement Agreement have executed the Agreement, the Settlement Agreement will 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 Action. The intent of the immediately preceding sentence is that, in the event the County Executive fails to timely execute the Settlement Agreement, the Parties will revert to their positions immediately before the execution of the Settlement Agreement, and the Action will resume. In the event that the Settlement is not timely executed by the County Executive, the Parties reserve all rights, claims, defenses, and appeals that they may have.

2.2. Preliminary Approval Hearing. Within thirty calendar days from the date the Agreement is fully executed, Plaintiff shall submit to the Court a Motion for an Order Granting Preliminary Approval ("Plaintiff's Motion"). Plaintiff's Motion shall request the entry of an Order Granting Preliminary Approval, and include Plaintiff's proposed allocation method, such order to be in substantially the form attached hereto as **Exhibit 3**. To the extent that Plaintiff's Motion is consistent with the terms of this Agreement, and does not seek relief inconsistent with this Agreement, Plaintiff's Motion shall be unopposed by Defendant.

2.3. Notice Procedures.

(A) Notice by First-Class U.S. Mail. Within thirty calendar days after receiving the Settlement Class List, or at a later date approved by the Court, the Settlement Administrator shall

send a Class Notice via First-Class U.S. Mail, using the mailing address(es) if any for Settlement Class Members shown on the Settlement Class List, to such Settlement Class Members as are deemed appropriate recipients after consultation between Plaintiffs' Counsel and the Settlement Administrator.

(B) Confirmation of Addresses in the Settlement Class List. Prior to mailing the Class Notices, the Settlement Administrator will seek to update the Settlement Class List, including with a search of the National Change of Address Database, to reflect any identifiable address changes. Any Class Notice returned to the Settlement Administrator as undeliverable shall be sent promptly via First-Class U.S. Mail by the Settlement Administrator to any forwarding address of which the Settlement Administrator is made aware, and the Settlement Administrator shall indicate the date of such re-mailing in its records. If no forwarding address is provided for the Class Notices returned as undeliverable, the Settlement Administrator shall promptly attempt to determine the correct address using a single skip-trace or other search using the name and address of the Settlement Class Member involved, and the Settlement Administrator shall then perform a single Class Notice re-mailing. If after performing this skip-trace search and re-mailing, the Notice is returned again to the Settlement Administrator as undeliverable, that Settlement Class Member will, unless he/she makes him/herself known to the Settlement Administrator, be deemed not to be a Participating Settlement Class Member. Those Settlement Class Members who are re-mailed a Notice shall have their deadline for postmarking an objection to the Settlement extended by 15 calendar days from the date of re-mailing or until the original deadline for postmarking an objection, whichever is later.

(C) Contents of Mailed Class Notice. The Mailed Class Notice shall be substantially in the form attached hereto as **Exhibit 1**.

(D) Within three business days of the entry of the Order Preliminarily Approving Settlement, Defendant shall cause to be posted the below-quoted language advising of the Settlement on Defendant's website landing pages at <https://sheriff.cuyahogacounty.us/en-US/Unclaimed-Funds.aspx>, <https://clevelandmunicipalcourt.org/clerk-of-courts/unclaimed-funds>

and <https://treasurer.cuyahogacounty.us/en-US/unclaimed-funds.aspx>, in a prominent place or places, and in such manner as is agreed upon by the Parties:

Notice: A proposed class action settlement has been reached regarding unclaimed property received from Cuyahoga County. Persons who have previously received unclaimed property from Cuyahoga County may be eligible for additional recoveries. Please see <http://www.strategicclaims.net> for details.

(E) Within three business days of the entry of the Order Preliminarily Approving Settlement, Plaintiff's Counsel shall direct the Settlement Administrator to post on its website, www.strategicclaims.net, a pdf copy of the Long Form Notice attached hereto as **Exhibit 4**.

(F) Within three business days of entry of the Order Preliminarily Approving Settlement, Plaintiff's Counsel shall direct the Settlement Administrator to issue a Press Release via Business Wire in substantially the form attached hereto as **Exhibit 5**, and the Settlement Administrator shall use its best efforts to supply same to the following local media outlets : the Cleveland Plain Dealer, the Call and Post, the Cleveland Jewish News, Cleveland Scene, Crain's Cleveland Business, and the Sun Newspapers published in Cuyahoga County, Ohio.

(G) Defendant shall publish or post, three times within thirty calendar days after entry of the Preliminary Approval Order, on its Consumer Affairs Twitter and Facebook pages information substantially the same as is contained in the Press Release. Such publications or postings are to be separated by at least 24 hours.

(H) Within ten calendar days of entry of the Order Granting Preliminary Approval, the Plaintiff's Counsel shall direct the Settlement Administrator to cause to be published in the Cleveland Plain Dealer a display advertisement of one-twelfth (1/12) page in size in substantially the form of **Exhibit 6** attached hereto.

2.4 Claim Procedure, Claim Form and Plan of Allocation. Within thirty calendar days after the Effective Date of the Agreement, or of the completion of notice activities and efforts specified herein, whichever is later, Plaintiff's Counsel shall submit for Court approval a proposed method of allocating the Net Settlement Fund among Participating Settlement Class Members

("Plan of Allocation"), specifying the form of any claim forms and deadlines to be employed. The Plan of Allocation shall be fair, reasonable, and adequate and the Net Settlement Fund shall be allocated and paid out as specified by the Court.

2.5. Objection Procedures.

(A) Settlement Class Members who want to object to the proposed Settlement must do so in writing. The objection must set forth the factual and legal bases for the objection. No Settlement Class Member may appear at the Fairness Hearing, if one is held in open court, to object to the terms of the Settlement, unless he or she has timely filed an objection that complies with the procedures provided herein. A Settlement Class Member who submits an objection remains bound by this Agreement. An objector may withdraw their objections at any time.

(B) **Objection Deadline.** Objections to the Settlement must be mailed to the Settlement Administrator via First-Class U.S. Mail, postage prepaid, and be postmarked within forty-five calendar days after the initial mailing of the Class Notice. Any objections pertaining to the Court's award of the Class Representative Service Award and/or the Attorneys' Fees and Costs Award must be mailed via First Class U. S. Mail, postage prepaid, to Plaintiff's Counsel and Defendant's Counsel within thirty calendar days after Plaintiff's Counsel files their fee application.

(C) **Notice.** The Settlement Administrator will provide copies of all objections to Plaintiff's Counsel and Defendant's Counsel within ten calendar days after the applicable objection deadline. Plaintiff's Counsel shall file copies of all objections with the Court within twenty calendar days after the applicable objection deadline.

2.6. Fairness Hearing.

(A) **Motion for Final Approval.** No later than twenty-one calendar days before the Fairness Hearing, or at such other time as the Court may require, Plaintiff shall submit a motion for final approval of the Settlement.

(B) **Fairness Hearing.** At the Fairness Hearing, the Parties will request that the Court enter the Order Granting Final Approval.

(C) **Court's Jurisdiction.** After entry of the Order Granting Final Approval, the Court shall retain exclusive jurisdiction over the enforcement of this Agreement, as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

2.7 Effect of Failure to Grant Final Approval. If the Court fails to enter an Order Granting Final Approval substantially in the form attached as Exhibit 2, or if there is an appeal and the Order Granting Final Approval 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 Action. 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 Action will resume. In the event that the Settlement is not approved, the Parties reserve all rights, claims, defenses, and appeals that they may have. In the event this Settlement Agreement becomes void, expenses incurred pursuant to the terms of this Settlement Agreement (*e.g.*, the Settlement Administrator's charges for mailing the notices, etc.) shall be shared equally by the parties.

3. SETTLEMENT PROCEEDS

3.1. Gross Settlement Value.

(A) Defendant agrees to pay the Gross Settlement Value as a common fund to the Settlement Administrator no later than thirty calendar days following the date the Agreement is fully executed. The Settlement Administrator shall place the Gross Settlement Value into a Qualified Settlement Fund to be held pending Final Court Approval. After Final Court Approval and as soon as practicable after the Effective Date of the Agreement, the Settlement Administrator shall place the Gross Settlement Value into the Class Settlement Fund. The Settlement Administrator shall place or deposit the Gross Settlement Fund in one or more federally insured certificates of deposit or similar accounts or other instruments, which may be non-interest bearing.

(B) Plaintiff, the Participating Settlement Class Members, and Plaintiff's Counsel shall not seek any further compensation or consideration from Defendant and/or any other releasee in connection with the Action or any claims encompassed and released by this Settlement other than the payments and funds provided or contemplated to be paid hereunder.

3.2. Settlement Amounts Payable as Attorneys' Fees and Costs.

(A) The Parties agree that Plaintiff's Counsel will seek reasonable Attorneys' fees and reimbursement of their expenses and costs, subject to Court approval. Defendant acknowledges it has no standing to be heard on the awards to be sought from the Gross Settlement Value, whether as/for a Class Representative Service Award or in any awards to Plaintiff's Counsel whether as and for fees for services rendered or as reimbursement of courts costs and case-related expenses. By refraining from filing any response to Plaintiff's application for an award of attorneys' fees and the reimbursement of expenses and costs, Defendant does not make any representations as to the reasonableness of Plaintiff's Counsel's Attorneys' Fees and Costs. Defendant shall have no additional liability for attorneys' fees and costs in connection with the Action. The fact that the Settlement Fund may not be fully exhausted will have no effect on the Attorneys' Fees and Costs Award.

(B) The Attorneys' Fees and Costs Award are included in, and shall be awarded by the Court from, the Gross Settlement Value.

(C) The Attorneys' Fees and Costs Award shall be paid to Plaintiff's Counsel by the Settlement Administrator no later than 10 calendar days after the Effective Date of the Agreement. Plaintiff's Counsel shall transmit instructions to the Settlement Administrator as to how the Attorneys' Fees and Costs Award shall be paid. The Parties agree Plaintiff's Counsel are permitted to allocate, and that they are responsible for allocating, this Attorneys' Fees and Costs Award portion of the Gross Settlement Value among themselves and any other counsel for Plaintiff. In the event an attorneys' lien is asserted relating to this Agreement or any portion of the Gross Settlement Value, Defendant shall tender the Gross Settlement Value to the Court and shall thereafter be released from any attorneys' lien claim.

(D) Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on their respective portions of the Attorneys' Fees and Costs Award.

(E) Plaintiff's Counsel and Plaintiff, on behalf of themselves and the Settlement Class members, represent and warrant that the total amount of attorneys' fees and costs approved by the Court shall constitute full and complete compensation for all attorneys' fees and costs associated with this Action, and that no further payments are or will be due from Defendant for any attorneys' fees or costs associated with this Action.

(F) Plaintiff's Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. The outcome of any proceeding related to Plaintiff's Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for final approval.

(G) If Plaintiff's Counsel's application for attorneys' fees and costs is denied, in whole or in part, Plaintiff's Counsel has the right to appeal such denial.

3.3. Class Representative Service Award.

(A) Defendant acknowledges that it has no standing to be heard on the awards to be sought from Gross Settlement Value, whether as/for a Class Representative Service Award or in any awards to Plaintiff's Counsel whether as and for fees for service rendered or as reimbursement of courts costs and case-related expenses.

(B) The Class Representative Service Award shall be paid to Plaintiff in addition to Plaintiff's Individual Settlement Entitlement.

(C) No later than 10 calendar days after the Effective Date of the Agreement, the Settlement Administrator will pay to Plaintiff any Class Representative Service Award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to the Plaintiff for the Class Representative Service Award. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on the Class Representative Service Award.

3.4. Settlement Administration Costs. The Settlement Administrator shall be paid the Settlement Administration Costs from the Gross Settlement Value. An IRS Form 1099 shall be issued to the Settlement Administrator.

(A) Certification of Completion. Upon completion of the tasks to be undertaken by the Settlement Administrator under the terms of this Settlement Agreement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties, and Plaintiff's Counsel shall file same with the Court.

(B) Minimization of Administrative Costs. The Parties agree to cooperate and make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

3.5. Distribution to Participating Settlement Class Members.

Payments to Settlement Class Members shall be made by the Settlement Administrator subject to the following:

(A) Net Settlement Value. The Net Settlement Value is that amount of the Gross Settlement Value which remains after deducting the Attorneys' Fees and Costs Award, the Class Representative Service Award, and Settlement Administration Costs, and any other amounts or deductions approved by the Court. The Net Settlement Value shall be distributed to Participating Settlement Class Members as provided herein.

(B) Calculation of Individual Settlement Entitlement Payments. As set forth above, each Participating Settlement Class Member's Individual Settlement Entitlement of the Net Settlement Value shall be determined solely by Plaintiff's Counsel, subject to Court approval. The Settlement Administrator shall distribute the Net Settlement Value among Participating Settlement Class Members in such manner as directed by Plaintiff's Counsel and approved by the Court. Plaintiff's Counsel shall propose an allocation to the Court in Plaintiff's Motion for Preliminary Approval. The plan of allocation shall be posted on the Settlement Administrator's website. The plan of allocation in Plaintiff's Motion for Preliminary Approval may not be revised following mailing of Notices to Settlement Class Members. Once Individual Settlement Entitlement

payments are calculated they shall not be changed, either for an individual Settlement Class Member or for all Settlement Class Members.

(C) Individual Settlement Entitlement Payment Checks. All checks payable to Participating Settlement Class Members shall contain the following language on the back:

My signature on, cashing of, or otherwise negotiating this check constitutes my consent to the settlement of the lawsuit *Gattozzi v. Treasurer, Cuyahoga County Court of Common Pleas, Case No. CV14831933*. I further understand that my signature, cashing or negotiating of this check constitutes a full and complete release of the County of Cuyahoga, the County Executive, the County Fiscal Officer, and all current or former Cuyahoga County officers, directors, employees, and agents, in their official and individual capacities, from any and all claims, known or unknown, concerning the payment of interest on funds held by the County of Cuyahoga. I accept this check as payment in full for all claims alleged in the lawsuit.

3.6. Treatment of the Class Settlement Fund. The Class Settlement Fund shall be closed and dissolved thirty calendar days following the expiration of the latest date for expiration of the Check Cashing Period as defined herein. Any funds remaining in the Class Settlement Fund at the time of closure and dissolution that are not distributed to Settlement Class Members or as Court approved payment(s) to the Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall revert to Defendant the County of Cuyahoga. The reversion includes, but is not limited to, any portion of the Class Settlement Fund subject to administration by the Settlement Administrator that has not been paid to Plaintiff, Plaintiff's Counsel, the Settlement Administrator, or any Settlement Class Member, any funds allocated to cover the expense of the Settlement Administrator but not used for that purpose, and any un-cashed/un-deposited/un-negotiated checks payable to Participating Class Members. Plaintiff and Settlement Class Members shall have no further claims to those funds.

3.7. Un-cashed/Un-deposited/Un-negotiated Checks and Requests for Replacement Checks.

(A) Un-cashed/Un-deposited/Un-negotiated Checks. Checks issued by the Settlement Administrator to Settlement Class Members shall become void if not deposited,

negotiated, or cashed within 120 calendar days of issuance, which deadline shall be stated on the check. Funds from such checks will be held by the Settlement Administrator in the Class Settlement Fund, provided that, notwithstanding anything to the contrary elsewhere herein, Settlement Class Members who claim loss/theft/destruction of their check, or other problems such as misspelled names or incorrect names, may contact the Settlement Administrator within 120 calendar days of mailing to request re-issuance. If the Participating Settlement Class Member to whom a check was issued claims loss/theft/destruction or other problems, but does not contact the Settlement Administrator concerning this matter within 120 calendar days from the issuance date, then the Participating Settlement Class Member's payment represented by such check shall be distributed back into, or remain in, whichever is most convenient for the Settlement Administrator, the Class Settlement Fund. The Parties agree that Plaintiff and/or the Settlement Class Members have no claim to funds represented by checks that are not cashed, deposited, or negotiated before becoming void as provided herein and not made the subject of a timely communication to the Settlement Administrator, and that the funds represented by them are payable to the County of Cuyahoga. The failure by a Participating Settlement Class Member to deposit, negotiate, or cash any check issued by the Participating Settlement Administrator shall have no effect on that Participating Settlement Class Member's release of all Released Claims as set forth herein.

(B) Replacement or Reissued Checks. Participating Settlement Class Members may request a replacement or reissued check at any time, provided that the request is received sufficiently before the closure and dissolution of the Class Settlement Fund for the request to be acted upon. Any request for a replacement check must be made by written declaration that the initially-issued check was lost, stolen, destroyed, or returned to the Settlement Administrator. A replacement check will be issued only once for any particular claimed lost/stolen/destroyed or otherwise problematic check. To avoid the risk of double payment, the Settlement Administrator will put a stop payment on any check for which replacement is requested before any replacement or reissuance of said check.

3.8. Tax Considerations.

(A) The Attorneys' Fees and Costs Award payment shall be made without withholding and shall be reported to the IRS and the payees under the appropriate payees' name(s) and taxpayer identification number(s), which the payees shall provide for this purpose on an IRS Form W-9.

(B) It is acknowledged and agreed that Plaintiff, Plaintiff's Counsel, and Defendant are not giving any tax advice in connection with this Agreement or the payments to be made pursuant to this Agreement, and that Plaintiff has not relied upon any advice from Defendant or Plaintiff's Counsel as to the taxability of the payments received pursuant to this Agreement.

4. DISMISSAL AND RELEASES

4.1. Dismissal of Action. The Final Order shall provide that Plaintiff agrees to dismiss the Action with prejudice.

4.2. Release of Claims.

(A) **Release by Plaintiff.** Plaintiff shall be bound by the following general release of all claims:

For the consideration Defendant provided in this Agreement and by operation of this Agreement and the entry of the Order Granting Final Approval and judgment, and except as to such rights or claims as may be created by this Agreement, Plaintiff, on behalf of herself and her respective executors, administrators, representatives, agents, heirs, predecessors, successors, assigns, trustees, spouses, or guardians, hereby fully, finally, and forever releases, relinquishes and discharges Defendant, including the County of Cuyahoga, the County Executive, the County Treasurer, Armond Budish, Edward FitzGerald, Chris Murray, and William Sheehan III, and all current or former County officers, directors, employees, attorneys, agents, departments, divisions, insurers, administrators, and assigns individually and in their official capacities, and all of the County's other legal representatives, and all persons acting by, through, under, on behalf of, or in concert with any of them, including any party that could have been named as a defendant in the Action (the "Released Parties"), from any and all claims, rights, demands, charges, complaints, causes of action, damages, obligations, or liabilities of any and every kind, whether known or unknown, whether accrued or to accrue, which she now has, may have, or has ever had, against the Released Parties for any reason at all, including, but not limited to any claim related to penalties, liquidated or compensatory or punitive damages, interest, or any

other damages, attorneys' fees, costs and expenses, and agrees that any payment approved by the Court to Plaintiff's Counsel will be the full, final and complete payment of all attorney's fees, costs and expenses associated with her representation in the Action. Defendant shall have no additional liability for any fees and costs associated with the Action.

(B) Release by Settlement Class Members. Settlement Class Members shall be bound by the following release of claims relating to the Action:

For the consideration Defendant provided in this Agreement and by operation of this Agreement and the entry of the Order Granting Final Approval and judgment, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Settlement Class Members, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, predecessors, successors, assigns, trustees, spouses, or guardians, hereby fully, finally, and forever release, relinquishes and discharge Defendant, including the County of Cuyahoga, the County Executive, the County Treasurer, Armond Budish, Edward FitzGerald, Chris Murray, and William Sheehan III, and all current or former County officers, directors, employees, attorneys, agents, departments, divisions, insurers, administrators, and assigns individually and in their official capacities, and all of the County's other legal representatives, and all persons acting by, through, under, on behalf of, or in concert with any of them, including any party that could have been named as a defendant in the Action (the "Released Parties"), from any and all claims, rights, demands, charges, complaints, causes of action, damages, obligations, or liabilities of any and every kind, whether known or unknown, whether accrued or to accrue, which they now have, may have, or have ever had, against the Released Parties that were alleged or that could have been asserted based on the facts alleged in this Action or are based on or arise out of the facts alleged in the Complaint concerning the payment of interest on funds held by the County of Cuyahoga, including, but not limited to any claim related to penalties, liquidated or compensatory or punitive damages, interest, or any other damages, attorneys' fees, costs and expenses, and agree that any payment approved by the Court to Plaintiff's Counsel will be the full, final and complete payment of all attorneys' fees, costs and expenses associated with representation in the Action. Defendant shall have no additional liability for any fees and costs associated with the Action. The released claims described in this paragraph are collectively referred to as the "Class Released Claims."

The Parties' intent in entering into this Settlement is to release Defendant and the Released Parties from any and all claims that arise from the claims alleged in the Action, and preclude Defendant from owing any further monies (beyond the payments set forth in this Agreement) to Plaintiff and Settlement Class Members based upon the claims made, or that could have been made based upon the

allegations made in this Action. Notwithstanding anything to the contrary elsewhere herein, Settlement Class Members do not release any claims pertaining or relating to or based on funds or unclaimed funds or money in the possession, custody or control of Defendant that have not yet been repaid by Defendant. This release excludes the release of any claims not permitted to be released by law.

4.3. Release of Claims for Fees and Costs Relating to Settled Matters. Plaintiff's Counsel and Plaintiff, on behalf of themselves and each individual Settlement Class Member, hereby irrevocably and unconditionally release, acquit, and forever discharge Defendant and the other Released Parties from any claim that they, or any of them, may have for attorneys' fees or costs associated with the representation of Plaintiff and the Settlement Class Members, except for the attorneys' fees, expenses, and costs sought pursuant to this Agreement. It is the Parties' understanding and agreement that any fee, expense, and cost payments approved by the Court in accordance with this Agreement will be the full, final, and complete payment of all attorneys' fees, expenses, and costs associated with all claims settled in this Agreement.

4.4. Non-Admission of Liability. By entering into this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff and/or the Settlement Class Members, individually or collectively, all such liability being expressly denied. Likewise, by entering into this Agreement, Defendant in no way admits to the suitability of this case for class action litigation other than for purposes of settlement. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to resolve and settle all disputes with Plaintiff and the Settlement Class Members. The settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in any and all complaints filed in the Action; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative, or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than for purposes of administering this Agreement.

The Parties understand and agree that this Agreement and all exhibits thereto are settlement documents and shall be inadmissible for any purpose in any proceeding between the Parties, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree, however, that to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. NO PRIOR ASSIGNMENTS OR UNDISCLOSED LIENS

Plaintiff and Plaintiff's Counsel represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the Attorneys' Fees and Costs Award to be paid pursuant to this Agreement. Plaintiff and Plaintiff's Counsel further represent and warrant that they are aware of no liens or claims against any amounts being paid by Defendant as provided in this Agreement.

6. MISCELLANEOUS

6.1. Cooperation Between the Parties; Further Acts. The Parties acknowledge that the COVID-19 crisis has presented unforeseen challenges, and may continue to do so in the future, including but not limited to delays in implementing this Agreement, access to resources, and delays in the Court's schedule. Notwithstanding the foregoing, the Parties agree they shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms, and to promptly implement and consummate this Agreement. Each of the Parties, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

6.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

6.3. Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Plaintiff and the Settlement Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, and assigns.

6.4. Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

6.5. Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for the convenience of reference only, and shall have no effect upon the construction or interpretation of any part of this Agreement.

6.6. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

6.7. Continuing Jurisdiction. The Parties shall request that the Court retain exclusive jurisdiction over the enforcement of this Agreement, as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby. The Court shall not have jurisdiction to modify the terms of this Agreement.

6.8. Changes to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing and signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

6.9. Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Plaintiff and Defendant had signed the same instrument.

6.10. Facsimile or Scanned Signatures. Any Party may execute this Agreement by signing on the designated signature block below and transmitting that signature page via facsimile, or as an attachment to an e-mail, to counsel for the other Party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement, and shall be binding upon the Party whose counsel so transmits the signature page.

6.11. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any of the attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

6.12. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings, submissions, and filings contemplated and called for in this Settlement Agreement or ordered by the Court. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the motion for final approval of the Agreement is not granted.

6.13. Governing Law. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of Ohio.

6.14. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

6.15. Waiver of Right to Object. By signing this Agreement, Plaintiff agrees to be bound by the terms herein. For good and valuable consideration, Plaintiff further agrees that she shall not object to any of the terms of this Agreement. Any objection by Plaintiff contrary to the terms of this Agreement shall be void and of no force or effect. Efforts by Plaintiff to circumvent

the terms of this paragraph shall be void and of no force or effect. Plaintiff shall be issued an Individual Settlement Entitlement payment at the time the Settlement Administrator issues Individual Settlement Entitlement payments for other Participating Settlement Class Members.

6.16. No Undue Publicity. Except as required, contemplated, or expressly permitted by this Agreement, or ordered or authorized by the Court, neither Plaintiff nor Plaintiff's Counsel nor the Settlement Administrator shall cause to be publicized, directly or indirectly, in any type of mass media or in any speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet intended for mass consumption, Facebook, Twitter, or any other social media, any information regarding this Agreement, including the existence of the Agreement and any information regarding settlement negotiations leading to this Agreement or leading to the specific terms of the Settlement. Notwithstanding the foregoing or anything elsewhere herein, Plaintiff's Counsel and the Settlement Administrator shall be permitted and encouraged to fully fulfill and comply with any and all ethical, fiduciary or other functions, duties and responsibilities as counsel to the Settlement Class Members or as Settlement Administrator, and to entertain and respond to any and all inquiries or questions received from Settlement Class Members or other persons on behalf of Settlement Class Members who contact them in relation or in response to the Settlement, and shall be permitted to provide the name, contact information, and website of the Settlement Administrator. Breach of any prohibition contained in this section 6.16 shall entitle Defendant, in the exercise of its sole discretion, to petition the Court for nullification of this Settlement Agreement at any time before the Effective Date of the Agreement. Should Plaintiff or Class Counsel at any time intentionally, recklessly, or negligently breach this section 6.16, Plaintiff shall forfeit to Defendant the full amount of her Class Representative Service Award. Without limitation by the foregoing, Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any obligation by Defendant to file a bond in connection with any such action for an injunction. After the Effective Date of the Agreement, Plaintiff's Counsel may state on their website, resumes, CVs, or in a similar manner that the case has been settled and provide a short and plain description of the claims that were

brought and settled, subject to Defendant's reasonable and timely pre-approval. Plaintiff's Counsel may also refer to this Settlement in court filings where prior experience is discussed. The Parties understand that this Agreement is a public record governed by Ohio Revised Code Chapter 149.

6.17. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

6.18. Disputes. Any dispute between the Parties as to the terms of the Settlement shall be decided by the Court.

6.19. Time Periods. The time periods and dates provided in this Agreement with respect to such matters as giving of notices and hearings are subject to modification by the Parties subject to the Court's approval without further notice to the Settlement Class Members.

**DEFENDANT INCLUDING THE COUNTY OF
CUYAHOGA, OHIO:**

By: William D. Mason
Armond Budish, County Executive,
by William D. Mason, Chief of Staff
(pursuant to Executive Order No. EO2018-0002
dated October 11, 2018)

Date: 5.25.21

FOR FORM AND CORRECTNESS:

Cuyahoga County Department of Law
By: Greg Huth
Greg Huth, Law Director

Date: 5/25/21

PLAINTIFF NAME LYNN RANTOZZE

Lynn Rantozze
Lynn Rantozze

Date: 5-24-21

PLAINTIFF'S COUNSEL:

Charles Watkins
Charles Watkins

Date: 5-25-21

Thomas Theado
Thomas Theado

Date: May 25, 2021

Matthew Danese
Matthew Danese

Date: 5-25-21

EXHIBIT 1

NOTICE OF A CLASS ACTION SETTLEMENT THAT MAY AFFECT YOU

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

PLEASE READ THIS NOTICE CAREFULLY.

According to Cuyahoga County's records, the County previously returned to you your unclaimed property. A current class action lawsuit seeks to recover interest on that unclaimed property.

The lawsuit is *Gattozzi v. Treasurer of Cuyahoga County*, Case No. CV-14-831933 in the Cuyahoga Court of Common Pleas. The defendants deny liability and fault but the parties in the lawsuit have agreed to settle and dismiss the lawsuit subject to court approval.

If the settlement is approved, you may receive funds from the settlement and you will release all claims relating to unclaimed property against Cuyahoga County and the other defendants. You have the right to object to the settlement and to the plaintiff's counsel's requested attorneys' fees and expense request, but must do so by [*here insert the date that is 28 days before the date set for the Fairness Hearing*].

To get more information about the lawsuit, the pending settlement, and your rights, please **NOW**

- Visit www.strategicclaims.net, or
- Phone the settlement administrator, toll-free at 1-866-274-4004

EXHIBIT 2

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

| | | |
|---|---|-----------------------------------|
| MARY LYNN GATTOZZI, | : | |
| f/k/a Mary Lynn Colak, Individually and | : | Case No. 14-CV-831933 |
| on Behalf of a Class of All | : | |
| Others Similarly Situated | : | |
| Plaintiff, | : | JUDGE ANDREW J. SANTOLI |
| | : | |
| —vs— | : | |
| | : | |
| THE TREASURER OF CUYAHOGA | : | FINAL ORDER AND JUDGMENT |
| COUNTY, <i>et al.</i> , | : | APPROVING SETTLEMENT |
| Defendants. | : | AND DISMISSING THIS ACTION |
| | : | WITH PREJUDICE |

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

This Action is a class action brought by Mary Lynn Gattozzi on behalf of a group of persons who received property on or after August 27, 2010, held by Defendant Cuyahoga County, whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensations for such. This group of persons – the Settlement Class – is more clearly and fully defined in the Parties’ Settlement Agreement and the Settlement Class List as defined in the Settlement Agreement, which Settlement Agreement was appended to the Parties’ motion seeking the Court’s preliminary approval of settlement.

Plaintiff, on behalf of herself and the Settlement Class, and Defendants have agreed to settle the Litigation on the terms and conditions set forth in the Settlement Agreement bearing an Execution Date of May , 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, with the amount of fees requested not to exceed 40% of \$315,000.00; (iv) that Counsel for the plaintiff and the Settlement Class may, and will, seek from the Court by motion or petition a Class Representative Service Award for Plaintiff not to exceed \$10,000; (v) of the date and time of the Fairness Hearing; (vi) 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; (vii) how a Settlement Class Member may timely object to the Settlement or any associated matters, including any award of fees, expenses, and costs to Class Counsel and the Class Representative Service Award, 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 (viii) 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 1**. 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 , 2021. Further, the newspaper advertisement, substantially in the form as was attached as **Exhibit 6** to the Settlement Agreement as the Court had directed, was published as specified in the Settlement Agreement – see the declaration of Class Counsel filed , 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 Action 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 Action on , 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 Action, including the Settlement Class Members.
2. The Settlement Class is comprised of all persons who have received property on or after August 28, 2010, that was held by Defendant Cuyahoga County whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensations for such, as set forth within the Settlement Class list as defined in the Settlement Agreement.
3. Class Counsel has filed with the Court a Declaration attesting to the fact that the Class Notice and the newspaper advertisement 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 Action 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 Preliminary Approval Order.

5. After considering (i) whether the Settlement was a product of fraud or collusion; (ii) the complexity, expense, and duration of the Action 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 Defendants' 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 benefits accruing to the members of the Settlement Class include the payment of actual interest or earnings or constructive interest earned on the funds, or just compensations for such.
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 Defendants. 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, and in accordance with the terms of the Settlement Agreement, but not as an admission of liability in this Action 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 of Claims.

a. **Release by Plaintiff.** Plaintiff shall be bound by the following general release of all claims:

For the consideration Defendant provided in this Agreement and by operation of this Agreement and the entry of the Order Granting Final Approval and judgment, and except as to such rights or claims as may be created by this Agreement, Plaintiff, on behalf of herself and her respective executors, administrators, representatives, agents, heirs, predecessors, successors, assigns, trustees, spouses, or guardians, hereby fully, finally, and forever releases, relinquishes and discharges Defendant, including the County of Cuyahoga, the County Executive, the County Treasurer, Armond Budish, Edward FitzGerald, Chris Murray, and William Sheehan III, and all current or former County officers, directors, employees, attorneys, agents, departments, divisions, insurers, administrators, and assigns individually and in their official capacities, and all of the County's other legal representatives, and all persons acting by, through, under, on behalf of, or in concert with any of them, including any party that could have been named as a defendant in the Action (the "Released Parties"), from any and all claims, rights, demands, charges, complaints, causes of action, damages, obligations, or liabilities of any and every kind, whether known or unknown, whether accrued or to accrue, which she now has, may have, or has ever had, against the Released Parties for any reason at all, including, but not limited to any claim related to penalties, liquidated or compensatory or punitive damages, interest, or any other damages, attorneys' fees, costs and expenses, and agrees that any payment approved by the Court to Plaintiff's Counsel will be the full, final and complete payment of all attorney's fees, costs and expenses associated with her representation in the Action. Defendant shall have no additional liability for any fees and costs associated with the Action.

b. **Release by Settlement Class Members.** Settlement Class Members shall be bound by the following release of claims relating to the Action:

For the consideration Defendant provided in this Agreement and by operation of this Agreement and the entry of the Order Granting Final Approval and judgment, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Settlement Class Members, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, predecessors, successors, assigns, trustees, spouses, or guardians, hereby fully, finally, and forever release, relinquishes and discharge Defendant, including the County of Cuyahoga, the County Executive, the County Treasurer, Armond Budish, Edward FitzGerald, Chris Murray, and William Sheehan III, and all current or former County officers, directors, employees, attorneys, agents, departments, divisions, insurers, administrators, and assigns individually and in their official capacities, and all of the County's other legal representatives, and all persons acting by, through, under, on behalf of, or in concert with any of them, including any party that could have been named as a defendant in the Action (the "Released Parties"), from any and all claims, rights, demands, charges, complaints, causes of action, damages, obligations, or liabilities of any and every kind, whether known or unknown, whether accrued or to accrue, which they now have, may have, or have ever had, against the Released Parties that were alleged or that could have been asserted based on the facts alleged in this Action or are based on or arise out of the facts alleged in the Complaint concerning the payment of interest on funds held by the County of Cuyahoga, including, but not limited to any claim related to penalties, liquidated or compensatory or punitive damages, interest, or any other damages, attorneys' fees, costs and expenses, and agree that any payment approved by the Court to Plaintiff's Counsel will be the full, final and complete payment of all attorneys' fees, costs and expenses associated with representation in the Action. Defendant shall have no additional liability for any fees and costs associated with the Action. The released claims described in this paragraph are collectively referred to as the "Class Released Claims."

- c. 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.
- 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 Action.

- e. Except as otherwise provided in the Settlement Agreement and in this Judgment, Plaintiff and the Class Members shall take nothing from Defendants in this Litigation, and the Court hereby dismisses the claims of Plaintiff and the Class Members as against Defendants, 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 [\$_____].
4. The Class Representative is entitled to be paid from the Settlement Fund a Service Award in the sum of [\$_____].
5. Without affecting the finality of this Judgment in any way, this Court retains exclusive jurisdiction over the Parties, Class Counsel, Counsel for Defendants and Defendants, and the Action, 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: _____, 2021

ANDREW J. SANTOLI, JUDGE

EXHIBIT 3

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

| | | |
|---|---|-------------------------------|
| MARY LYNN GATTOZZI, | : | |
| f/k/a Mary Lynn Colak, Individually and | : | Case No. 14-CV-831933 |
| on Behalf of a Class of All | : | |
| Others Similarly Situated | : | |
| Plaintiff, | : | JUDGE ANDREW J. SANTOLI |
| | : | |
| —vs— | : | |
| | : | ORDER PRELIMINARILY |
| THE TREASURER OF CUYAHOGA | : | APPROVING CLASS ACTION |
| COUNTY, <i>et al.</i> , | : | SETTLEMENT |
| Defendants. | : | |

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 Plaintiff's motion seeking this Order and which, by reference, is hereby incorporated here as if fully rewritten), and being fully informed in the premises of the previous proceedings in this action, 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 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. The Class previously certified and affirmed in this action is defined to include:

All persons or entities, excluding members of the federal or state of Ohio judiciary assigned to adjudicate in this action, who received funds on or after August 28, 2010, that were held by defendant, whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensations for such.

Plaintiff Mary Lynn Gattozzi is the Court-approved Class Representative. Thomas R. Theado, Matthew N. Danese, and Charles R. Watkins are the Court-approved Class Counsel.

Notice of the proposed Settlement's elements shall be directed to members of the Class for their consideration pursuant to Civ. R. 23(E)(1) in the manner set out in the Parties' Settlement Agreement.

The Court approves the form and substance of the activities and efforts described and referred to in the Settlement Agreement to notify the Class of the pendency of this action and of the proposed Settlement, including all mailed and published notices as referred to or defined in the Settlement Agreement, and the content and text of all informational material to be posted on websites or otherwise disseminated to notify the Class of the pendency and/or settlement of this Action. The Court finds that the means and procedures established for notice to the Class as described and required in the Settlement Agreement are the best practicable and are reasonably calculated, under all the circumstances, to apprise the Class of the pendency of this lawsuit and the proposed Settlement, to afford Settlement Class Members an opportunity to present any objections to the Settlement or any associated matters, including any award of fees, expenses, and

costs to Class Counsel and the Class Representative Service Award, and that they otherwise comply in all respects with Civil Rule 23 and the requirements of due process.

Whereas the Settlement Agreement assigns to Plaintiff's Counsel and Defendants' Counsel's responsibility for various aspects of the effort to notify Class Members, such persons are hereby ordered to carry out their assigned responsibilities as set forth in, and according to the time deadlines in, the Settlement Agreement. Before the date set for the Fairness Hearing, Plaintiff's Counsel and Defendant's Counsel shall each file with the Court and serve upon each other a declaration attesting to their compliance with all aspects of same.

Plaintiff's Counsel are instructed to file their motion or petition for an award of fees, costs, and expenses and their motion or petition for a Class Representative Service Award within [] days after entry of this Order.

The Parties, or Plaintiff alone, as the Parties may agree, will file with the Court, no later than one week prior to the date set for the Fairness Hearing, a motion for final approval of the Settlement which will report the then-current status of any objections by Settlement Class Members.

A hearing will be held in Courtroom 21-A of the Cuyahoga County Justice Center, 1200 Ontario Street, Cleveland, Ohio 44113, commencing at [] a.m./p.m. on [], 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 Members pursuant to Ohio Civil Rule 23, and should receive the Court's final approval, and to decide Plaintiff's Counsel's forthcoming motion

or petition for an award of fees, costs, and expenses, and Plaintiff's Counsel's forthcoming motion or petition for a Class Representative Service Award. Notwithstanding the foregoing, the Court may elect not to conduct such hearing in open court but may, instead, hold it via video, telephonically, or in such other manner as the Court directs, and such hearing may also be dispensed with in the Court's discretion.

- a. 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, or to the requested attorneys' fees, costs, and expenses, or to the Class Representative Service Award, must, no later than **[here insert the date this 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, Plaintiff's Counsel's requested attorneys' fees, costs, and expenses, and the Class Representative Service Award, as well as the specific reason(s), if any, for each such objection, including any legal or factual 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(s).
- b. If a Settlement Class Member wishes to have an attorney represent him or her at or in connection with 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 this is 28 days before the date set for the Fairness Hearing]**, file with the Clerk of the Court and serve upon all the Parties a Notice of Appearance.
- c. Unless the Court finds good cause for an exception, any attorney who fails to comply with the provisions of section (b), above, shall not be heard at the Fairness Hearing, and any Settlement Class Member who fails to comply with the provisions of section (a), above, will 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 action.

Plaintiff's Counsel and Defendant's Counsel should be prepared at the Fairness Hearing to respond to any and all objections filed by Settlement Class Members, and to provide other information, as appropriate, bearing on, *inter alia*, whether or not the

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

Inasmuch as certification of the Class was granted and affirmed under Civ.R. 23(B)(2), the Settlement Class Members 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.

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 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 Plaintiff's 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 Members pursuant to Ohio Civil Rule 23, all proceedings in this Action are stayed, except as specifically provided in this Order or the Settlement Agreement.

Pending the final determination of whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class Members pursuant to Ohio Civil Rule 23, the Plaintiff and every other Settlement Class Member shall be, and hereby is, enjoined from commencing or prosecuting, either directly or indirectly, an action in this or any other court concerning or relating to any of the claims asserted in this Action. Such injunction shall remain in force until the Effective Date of

the Settlement or until such time as Plaintiff's Counsel and Defendant'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 Plaintiff's and Defendant's Counsel, if appropriate, without further notice to the Class and/or the Settlement Class Members.

IT IS SO ORDERED.

DATED: _____, 2021

ANDREW J. SANTOLI, JUDGE

EXHIBIT 4

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

MARY LYNN GATTOZZI,) CASE NO. CV-14-831933
)
Plaintiff,) JUDGE ANDREW J. SANTOLI
)
v.)
)
TREASURER OF CUYAHOGA)
COUNTY, OHIO, ET AL.,)
)
Defendants.)

**NOTICE OF THE PENDENCY OF THIS CLASS ACTION, THE PROPOSED
SETTLEMENT OF THIS CLASS ACTION, THE COURT’S HEARING ON THE
PROPOSED SETTLEMENT, AND OTHER PERTINENT MATTERS**

TO: ALL PERSONS OR ENTITIES, EXCLUDING MEMBERS OF THE FEDERAL OR STATE OF OHIO JUDICIARY ASSIGNED TO ADJUDICATE IN THIS ACTION, WHO RECEIVED FUNDS ON OR AFTER AUGUST 28, 2010, THAT WERE HELD BY DEFENDANT, WHETHER OR NOT DENOMINATED AS UNCLAIMED FUNDS OR PROPERTY, AND WHO, UPON RECEIPT OF SUCH FUNDS, WERE NOT PAID THE ACTUAL INTEREST OR EARNINGS OR CONSTRUCTIVE INTEREST EARNED ON THOSE FUNDS OR JUST COMPENSATIONS FOR SUCH.

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

By order of the Court of Common Pleas, Cuyahoga County, Ohio, (“the Court”), the Honorable Andrew J. Santoli presiding, you are hereby notified of the pendency of this class action, captioned *Mary Lynn Gattozzi, et al. v. The Treasurer of Cuyahoga County, et al.*, Court of Common Pleas of Ohio, Cuyahoga County, Case No. CV-14-831933 (“the *Gattozzi* case” or “class action”). If you are a member of the Class described in this Notice, your rights may be affected by this class action.

I. THE NATURE OF THE *GATTOZZI* CASE

The Complaint that initiated the *Gattozzi* case was filed on August 27, 2014. Some of the determinations thus far made by the Court in this class action are described in Section II, below.

The named plaintiff in this class action is Mary Lynn Gattozzi. The defendants are (1) the Treasurer of Cuyahoga County, Ohio; (2) The County Executive of Cuyahoga County, Ohio; and (3) Cuyahoga County, Ohio (collectively, “Defendants”).

Ms. Gattozzi, on her own behalf and on behalf of the members of the Class described in this Notice, alleges that the Defendants violated Article I, §19 of the Ohio Constitution by holding Ms. Gattozzi’s money in custody, with Defendants never taking title, and either used it to earn interest to pay for County expenses or to avoid the costs of borrowing. Although Defendants ultimately gave Ms. Gattozzi her money back, Defendants did not return the actual or constructive interest earned on her money. Ms. Gattozzi alleges Defendants’ failure to return the actual or imputed interest is an unconstitutional taking of private property without compensation in violation of the Ohio Constitution.

The Defendants deny these allegations, deny that they have violated any law, and deny all liability. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that class certification is appropriate except for settlement purposes alone, Defendants have agreed to settle the action on the terms and conditions set forth in Section III below.

II. THE CLASS ACTION DETERMINATION

Class certification was affirmed by Ohio’s Eighth District Court of Appeals in *Gattozzi v. Sheehan*, 2016-Ohio-5230, 57 N.E.3d 1187 (8th Dist.), and the Class is defined as follows:

All persons or entities, excluding members of the federal or state of Ohio judiciary assigned to adjudicate in this action, who received funds on or after August 28, 2010, that were held by defendant, whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensations for such.

If you come within this definition and wish to participate in this class action, you do not need to do anything. You are automatically a Class Member.

III. THE PROPOSED SETTLEMENT

Ms. Gattozzi and Class Counsel have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the best interests of the members of the Class to enter into a settlement to avoid the uncertainties of further litigation. While continuing to deny all liability, Defendants have concluded it is in their best interests to settle the lawsuit on the terms set forth in the parties' Settlement Agreement in order to avoid the expense, inconvenience, and risk of further litigation. The parties accordingly have entered into a Settlement Agreement, a copy of which can be viewed at www.strategicclaims.net. 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, and the reader is urged to read the whole of the Settlement Agreement.

The Court must approve the proposed Settlement before it becomes effective. If granted final approval by the Court, the Settlement will include the following provisions.¹

1. Defendants will pay a "Gross Settlement Value" of \$315,000.00 in full and final satisfaction of all the Released Claims.
2. All Participating Settlement Class Members will receive from Defendants an Individual Settlement Entitlement payment which individual amount the Settlement Administrator shall apportion from the Net Settlement Value among Settlement Class Members in such manner as the Court directs among Participating Settlement Class Members.

¹ Unless otherwise specifically defined in this Notice, capitalized terms used in this Notice have the same meaning as defined in the Settlement Agreement.

3. Within thirty (30) calendar days after receiving the Settlement Class List, or a later date approved by the Court, the Settlement Administrator shall send a Mailed Notice via First-Class U.S. Mail, using the mailing address(es) for Settlement Class Members shown on the Settlement Class List, to all Participating Settlement Class Members.
4. The distribution of Individual Settlement Entitlement payments by way of settlement checks shall be made to a Settlement Class Member no later than 120 calendar days following the Effective Date of Agreement.
5. Class Counsel, having obtained a valuable recovery for the Settlement Class Members, will ask the Court for an award of attorneys' fees not to exceed forty percent of the Gross Settlement Value recovery and their costs and expenses, which will be awarded out of the recovery obtained for the whole Class, and you will not have to pay these fees and expenses out of your own pocket.
6. Class Counsel will ask the Court for an award from the Gross Settlement Value to the named Plaintiff, in addition to her Individual Settlement Entitlement payment, in recognition of the named Plaintiff's exemplary service on behalf of the entire Class (the "Class Representative Service Award") not to exceed \$10,000.
7. Upon the Court's final approval of the proposed Settlement and the terms of the Settlement Agreement, each Settlement Class Member will release the Released Parties from any and all claims, demands, allegations, and damages (including actual, compensatory, punitive, exemplary, and nominal damages, fines and penalties) of any nature whatsoever, accrued or not, 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,

asserted or alleged in the Complaint or arising out of the facts, occurrences, or transactions described in the Complaint.

The Released Parties and the Released Claims, as well as the terms of the release, are fully described in the Settlement Agreement. The reader is urged to review that Agreement.

IV. NOTICE OF THE TIME AND PLACE OF THE FAIRNESS HEARING

The Court has reviewed the proposed Settlement of this class action 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 Class Members pursuant to Ohio Civil Rule 23. To determine whether final approval of the proposed Settlement should be granted, the Court will convene a Fairness Hearing at the Court of Common Pleas of Ohio, Cuyahoga County, in Courtroom [REDACTED], 1200 Ontario St, Cleveland, OH 44113, commencing at [REDACTED] a.m./p.m. on [REDACTED], 2021, or as soon thereafter as the Court's docket then may permit. The parties have agreed the Court need not conduct such hearing in open court but may hold it via video, telephonically, or in such other manner as the Court directs, and that such hearing may be dispensed with in the Court's discretion. This hearing may be adjourned or rescheduled without further notice to the Class. And 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.

V. OBJECTIONS BY CLASS MEMBERS AND ATTORNEY REPRESENTATION OF CLASS MEMBERS

Any Class Member who wishes to object, either on his or her own or through an attorney retained at the Class Member's own expense, to the fairness, reasonableness, or adequacy of the proposed Settlement Agreement and/or to the amount of attorneys' fees, costs, and expenses, and/or the amount of the Plaintiff's Class Representative Service Award, 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 named plaintiff and the defendants a written explanation of all objections the Class Member may have to the proposed Settlement and/or Class Counsel's award of fees, costs, and expenses, and/or the Plaintiff's Class Representative Service Award, 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.

If a Class Member wishes to have an attorney represent him or her at the Fairness Hearing, such representation will be at the 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 named plaintiff and the defendants 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 Class Member who fails to timely file and serve his or her statement of objections, 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), will be deemed to have waived any rights the Class Member may have to appear and/or to object, and will be bound by all proceedings, orders, and judgments in this action.

VI. IMPORTANT ADDITIONAL INFORMATION

The attorneys designated by the Court to serve as Class Counsel, and to whom inquiries regarding the matters addressed in this Notice may be directed, is:

Thomas R. Theado
WICKENS HERZER PANZA
35765 Chester Road
Avon, OH 44011-1262
(440) 695-8053

Charles R. Watkins
GUIN, STOKES & EVANS, LLC
321 S. Plymouth Ct., Ste. 1250
Chicago, IL 60604
(312) 878-8391

You do not need to retain your own attorney in order to participate as a member of the Class. The pleadings and other related records in this class action may be examined and copied during regular office hours at the Office of the Clerk, Court of Common Pleas of Ohio, Cuyahoga County at the address set forth above. Please do not telephone the Court or the Office of the Clerk. You may direct your inquiries to the Class Counsel representing Ms. Gattozzi and the Class in this class action.

IMPORTANT: You should write to Class Counsel Thomas R. Theado, at his address as given above, to advise him:

If you received this Notice at an address different from the address to which it was mailed, in which case you should supply him with your current address, or

If your address changes after you receive this Notice, or

If you did not receive a Notice by mail but nevertheless believe you are a Class Member.

EXHIBIT 5

CUYAHOGA COUNTY UNCLAIMED PROPERTY SETTLEMENT ANNOUNCED

Re: Proposed class action settlement in the lawsuit *Gattozzi v. Treasurer of Cuyahoga County*, Case No. CV-14-831933 in the Cuyahoga Court of Common Pleas.

A proposed settlement has been reached in the above-referenced class action lawsuit. In that lawsuit, the plaintiff alleges that persons with unclaimed property or funds held by Cuyahoga County should have been paid interest by the County when their unclaimed property was returned to them. The lawsuit seeks to recover that interest. The settlement, if approved by the Court, will result in payments to certain persons to whom Cuyahoga County had returned their unclaimed property or funds to them.

The people affected by this proposed settlement – known as the "class members" – are the people who come within the following definition: “All persons or entities, excluding members of the federal or state of Ohio judiciary assigned to adjudicate in this action, who received funds on or after August 28, 2010, that were held by defendant, whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensation for such.”

Cuyahoga County and the other defendants deny liability and fault but the parties in the lawsuit have agreed to settle and dismiss the lawsuit without any admission of liability or fault by the defendants, subject to court approval.

If the settlement is approved, class members may receive funds from the settlement and will release all claims relating to unclaimed property against Cuyahoga County and the other defendants. Class members have the right to object to the settlement and to the plaintiff’s counsel’s requested attorneys’ fees and expense request, but must do so by ***[here insert the date that is 28 days before the date set for the Fairness Hearing]***.

To get more information about the lawsuit, the pending settlement, and your rights, please NOW contact the Settlement Administrator, Strategic Claims Services (SCS) by:

- Visiting the SCS website at www.strategicclaims.net;
- E-mailing SCS at info@strategicclaims.net; or
- Phoning SCS toll-free at 1-866-274-4004

DO NOT DIRECT QUESTIONS TO THE COURT OR ITS STAFF.

All statements in this press release are, if different from or in conflict with the terms of the Parties' written and executed Settlement Agreement, subject to and controlled by the terms of the Settlement Agreement. Any conflict between this press release and the Settlement Agreement will be resolved by reference to the Settlement Agreement.

EXHIBIT 6

Re: *Proposed class action settlement in Gattozzi v. The Treasurer of Cuyahoga County, et al., No. CV-14-831933, Court of Common Pleas for Ohio, Cuyahoga County.*

A proposed settlement has been reached in the above class action alleging that persons with unclaimed property or funds held by Cuyahoga County, Ohio, have not been paid interest. The lawsuit seeks to recover that interest.

The settlement, if approved by the Court, will result in payments to certain persons who received unclaimed property or funds from Cuyahoga County. To **submit a claim** for your share of the settlement, if any, please contact the Settlement Administrator, Strategic Claims Services (SCS), at info@strategicclaims.net or call toll-free at 1-866-274-4004.

The people affected by this proposed settlement are called class members and the group of class members is as follows: "All persons or entities, excluding members of the federal or state of Ohio judiciary assigned to adjudicate in this action, who received funds on or after August 28, 2010, that were held by defendant, whether or not denominated as unclaimed funds or property, and who, upon receipt of such funds, were not paid the actual interest or earnings or constructive interest earned on those funds or just compensation for such."

Cuyahoga County and the other defendants continue to deny liability and fault but Plaintiff and Defendants have nonetheless agreed to settle and dismiss the lawsuit without any admission of liability or fault by the Defendants, subject to court approval.

Class members may receive funds from the settlement if approved. You will receive no money if the settlement is not approved.

If the settlement is approved, class members will release all claims relating to unclaimed property held by Cuyahoga County, against Cuyahoga County and the other defendants.

Class members have the right to object to the settlement and to the plaintiff's requested attorneys' fees, but must do so by **[here insert the date that is 28 days before the date set for the Fairness Hearing]**. Objections must conform to the requirements stated the proposed settlement agreement.

To ask questions, or obtain additional information about the lawsuit, the settlement and your rights, visit the SCS website at www.strategicclaims.net, email SCS at info@strategicclaims.net, call SCS toll-free at 1-866-274-4004, or contact Plaintiff's Counsel, Attorney Thomas R. Theado, at 440-695-8053.

Do not direct questions to the Court or its staff.

All statements in this press release are, if different from or in conflict with the terms of the settlement agreement, subject to and controlled by, the terms in the Settlement Agreement. Any conflict between this press release and the Settlement Agreement will be resolved by reference to the Settlement Agreement.