

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 COURTS 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

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

Class Members in such manner as the Court directs among Participating Settlement Class Members.

3. On or before July 31, 2021, 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 the 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 (40%) 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 21-A, 1200 Ontario St, Cleveland, OH 44113, commencing at 1:30 p.m. on October 7, 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

September 15, 2021, 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 September 15, 2021, 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.