

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MANUEL BARRIOS, et al.,

*Plaintiffs,*

v.

THE CITY OF CHICAGO,

*Defendant.*

No. 1:15-cv-02648

Honorable Joan B. Gottschall

**SECOND AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT**

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This Stipulation and Agreement of Settlement dated May 18, 2020 (“Stipulation”) is entered into as of this May 18, 2020, by and between Plaintiffs Manuel Barrios, Brandon Fuller, and Savannah Washington (collectively, the “Plaintiffs”), individually and on behalf of the Settlement Class, as defined herein, and Defendant the City of Chicago (the “City”), (Plaintiffs and Defendant are collectively referred to herein as the “Parties”):

### RECITALS

Capitalized terms not otherwise defined shall have the meaning set forth in Article I of the Stipulation.

WHEREAS, on March 28, 2015, Manuel Barrios filed a complaint in the District Court for the Northern District of Illinois captioned, *Barrios v. The City of Chicago et al.*, 15-cv-2648, on behalf of himself and a putative class of individuals alleging that the Vehicle Office of the City of Chicago’s Police Department’s (“CPD”) Asset Forfeiture Unit (“AFU”) engaged in a practice whereby vehicles seized by CPD for potential forfeiture and in connection with drug-related offenses were improperly returned to the vehicles’ lienholders rather than being returned to the registered owner or sent to court for civil asset forfeiture proceedings;

WHEREAS, in or around August 2015, CPD’s policies and procedures regarding lienholder releases were revised to ensure lienholders were not provided with any preferential treatment in the recovery of vehicles impounded for drug related offenses;

WHEREAS, named as defendants in the Litigation were the City, former Superintendent Garry McCarthy, in his official capacity as Superintendent of CPD, and Officer Mark Jaeger, in his individual capacity;

WHEREAS, at various times in the Litigation, Plaintiffs filed an Amended Complaint and a Second Amended Complaint;

WHEREAS, in June 2015, Plaintiffs filed a motion to certify the class, which was denied without prejudice;

WHEREAS, Plaintiffs' request for class certification remains pending;

WHEREAS, on July 23, 2015, Officer Mark Jaeger, former Superintendent Garry McCarthy, and the City filed a motion to dismiss the Amended Complaint;

WHEREAS, the Court dismissed Washington's request for injunctive relief, without prejudice. The Court also dismissed the procedural due process claim against Officer Jaeger and the indemnification claim against Officer Jaeger, with prejudice. Plaintiffs agreed to the dismissal of their official-capacity claims brought against former Superintendent Garry McCarthy and to the dismissal of their claim for damages based on emotional distress. The Court denied the City's motion to dismiss the procedural due process claims brought against the City;

WHEREAS, Plaintiffs filed a Second Amended Complaint on February 7, 2016, naming only the City as a defendant and alleging that AFU engaged in a practice whereby vehicles seized by CPD officers for potential forfeiture and in connection with drug-related offenses were improperly returned to the vehicles' lienholders rather than being returned to the registered owner or sent to court for civil asset forfeiture proceedings, in violation of Plaintiffs' due process rights (Docket No. 43);

WHEREAS, the City subsequently answered the Second Amended Complaint on March 4, 2016, denying that it is liable under the Second Amended Complaint (Docket No. 49);

WHEREAS, Settlement Class Counsel and Defendant's Counsel conducted extensive discovery and investigation into the claims alleged, including the production and review of over 100,000 documents, totaling over 1.3 million pages including files relating to impounded



vehicles, CPD policies and procedures on vehicle impoundments, and documents reflecting the disposition of the impounded vehicles, and issued responses to written discovery;

WHEREAS, Settlement Class Counsel and Defendant's Counsel determined as a result of their discovery and investigation, after extensive analysis and negotiation, that the available evidence showed that 356 vehicles were impounded and taken from their owners in a manner that was consistent with the alleged Due Process violation as defined in the Settlement Class Definition as stated in Section 2.1 of Article II of this Stipulation and Agreement of Settlement;

WHEREAS the individual vehicle owners who were determined as described above to be members of the putative Settlement Class as defined in Section 2.1 of Article II of this Stipulation and Agreement of Settlement are listed by name in **Exhibit A** attached hereto;

WHEREAS, during discovery the Parties began discussing possible settlement, but the Parties were unable to agree on the proper method of calculating damages related to Permanent Deprivations, and therefore, briefed the issue for the Court's determination (Docket Nos. 109, 110, 111, 116, 117, 118);

WHEREAS, on March 20, 2019, the District Court entered an order finding that those individuals permanently deprived of their vehicle as a result of the alleged practice were entitled to the fair market value of the vehicle as of the date of the seizure, plus interest (Docket No. 120);

WHEREAS, Plaintiffs have claimed, and continue to claim, that each and all of the contentions asserted by them have merit;

WHEREAS, after considering the risks and difficulties involved in obtaining certification on the putative class and attempting to establish a right of recovery on behalf of the Settlement Class, the expense and length of time necessary to continue the Litigation through trial and

appeals that might follow, the uncertainty inherent in any complex litigation, and the substantial benefits of the Settlement for the Settlement Class Members, including the fact that even if Plaintiffs and the class they represent ultimately prevailed in their request for class certification and on the merits of their claims, there is no assurance that the Settlement Class Members would receive any greater recovery than they will receive from the Settlement, Plaintiffs and Settlement Class have concluded that the proposed Settlement of the Litigation on the terms and conditions of this Stipulation is fair, reasonable, and adequate, and is in the best interests of the Settlement Class;

WHEREAS, the City denies the allegations in the Litigation, denies any fault wrongdoing, or liability related in any way to the towing, impoundment, and redemption of the vehicles at issue by CPD and AFU;

WHEREAS, the City is electing to enter into this Stipulation because the proposed Settlement would eliminate the burden, inconvenience, risk, and expense of further litigation and disputes concerning the alleged misconduct, and achieve total and final release and resolution of Plaintiffs' claims; and

WHEREAS, the Settlement contemplated by this Stipulation is the product of extensive, good faith, and arm's-length negotiations between Settlement Class Counsel and Defendant's Counsel, which included two settlement conferences with the Honorable Magistrate Judge Fuentes on August 20, 2019 and September 26, 2019.

NOW, THEREFORE, in consideration of the foregoing Recitals and the agreements, covenants, representations, and warranties set forth herein, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their counsel, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Released Claims

shall be finally and fully compromised, settled, released, and forever discharged as to the Released Parties, and this action shall be dismissed with prejudice upon and subject to the following terms and conditions:

## **ARTICLE I**

### **Definitions**

Section 1.1 “Administrative Expenses” shall mean all expenses arising out of the administration of the Settlement, including but not limited to, the cost of locating potential Settlement Class Members, the cost of the Claims Administrator, the cost of preparing and sending Notice, the cost of publication of Summary Notice, the cost of publishing relevant information regarding the Claims Administration Process, and any other costs attendant to the administration of the Settlement as may be approved by the Parties and the Court as necessary to the Claims Administration Process.

Section 1.2 “AFU” shall mean the CPD’s Asset Forfeiture Unit, including all of its officers, employees, agents, attorneys, representatives, assigns, successors, or predecessors.

Section 1.3 “Assigned Value” is the value assigned by Settlement Class Counsel to each of the 356 vehicles owned by Settlement Class Members. Assigned Value for Permanent Deprivations (as that term is defined herein) is based on the Kelley Blue Book’s average “Fair Purchase Price” on the date the vehicle was impounded, or where there is insufficient data to calculate the average “Fair Purchase Price,” because no data exists in the Chicagoland area for the week that the impoundment occurred, the Assigned Value for Permanent Deprivations is based on the Kelley Blue Book’s Configured Retail Value. Assigned Value for Temporary Deprivations (as that term is defined herein) is calculated as \$78.49 a day for each day that a Settlement Class Member was temporarily deprived of the possession of their vehicle.

Section 1.4 “Attorneys’ Fees” shall mean the attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel in connection with the Litigation, and as provided for to be paid from the Settlement Consideration in Article XII.

Section 1.5 “City” shall mean the City of Chicago, an Illinois municipal corporation, including all of its officers, employees, agents, attorneys, representatives, assigns, successors, or predecessors.

Section 1.6 “Claim” shall mean the right to the amount of consideration to which each Claimant is entitled to receive pursuant to this Settlement as determined by Section 4.4.

Section 1.7 “Claimant” shall mean any Settlement Class Member who files a Proof of Claim in such form and manner and within such time as provided for in Section 5.2, or as the Court may otherwise prescribe, which establishes that the person is a Settlement Class Member entitled to participate in the Settlement.

Section 1.8 “Claims Administrator” shall mean JND Class Action Administration, which was selected by Settlement Class Counsel and Defendant’s Counsel, subject to approval by the Court, to issue the Notice to Class Members as provided for in Section 9.1, establish a Settlement Escrow Account as provided for in Section 3.2, collect and process Proofs of Claim as provided for in Section 5.2, collect and process Requests for Exclusion as provided for in Section 7.1, and issue payments to Claimants as provided for in Section 5.7.

Section 1.9 “Claims Administration Process” shall mean the process detailed in Article V.

Section 1.10 “Class” or “Settlement Class” shall mean the class proposed to be certified as described in Section 2.1.

Section 1.11 “Court” shall mean the District Court for the Northern District of Illinois, Eastern Division.

Section 1.12 “CPD” shall mean the Chicago Police Department, including all of its current and former officers, employees, agents, attorneys, representatives, assigns, successors, or predecessors.

Section 1.13 “Defendant” shall mean the City of Chicago and all of its current and former employees, agents, attorneys, representatives, assigns, successors, or predecessors.

Section 1.14 “Defendant’s Counsel” shall mean the City of Chicago’s Corporation Counsel’s Office, 121 N. LaSalle Street, Suite 600, Chicago, IL 60602 and the law firm of Taft Stettinius & Hollister LLP, 111 East Wacker Drive, Suite 2800, Chicago, IL 60601, including all of their current and former employees, agents, attorneys, representatives, assigns, successors, or predecessors.

Section 1.15 “Final Approval Hearing” shall mean the hearing(s) held by the Court to consider final approval of the Settlement, as provided in Article X.

Section 1.16 “Final Judgment and Order” shall mean the final judgment entered by the Court as provided in Section 10.2 and in the form substantively attached hereto as **Exhibit F**.

Section 1.17 “Litigation” shall mean the putative class action lawsuit filed by Plaintiffs, Case No. 15-cv-02648, pending in the United States District Court for the Northern District of Illinois, Eastern Division.

Section 1.18 “Notice” or “Class Notice” shall mean the Notice of Class Action Determination, Proposed Settlement and Fairness Hearing to be approved by the Court, in the form set forth herein as **Exhibit B** and as set forth in Section 9.1.

Section 1.19 “Parties” shall mean, collectively, Plaintiffs, the Settlement Class, and Defendant.

Section 1.20 “Permanent Deprivation” shall mean a vehicle that was impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and the vehicle owner was permanently deprived of his or her vehicle due to the lienholder taking possession of the vehicle.

Section 1.21 “Person” shall mean an individual, corporation, partnership, limited partnership, limited liability company, association, estate, legal representative, trust, unincorporated organization, and any other type of legal entity, and their heirs, predecessors, successors, representatives, and assigns.

Section 1.22 “Plaintiff” or “Plaintiffs” shall mean one, two, or all of Manuel Barrios (“Barrios”), Brandon Fuller (“Fuller”), Savannah Washington (“Washington”), and the Settlement Class.

Section 1.23 “Preliminary Approval Order” shall mean the order of the Court as provided for in Section 8.3 and Section 11.1(a), and in the form substantively attached hereto as **Exhibit E**.

Section 1.24 “Proof of Claim” shall mean the Proof of Claim Form and Release and any necessary supporting information to allow the Claims Administrator, Settlement Class Counsel, and Defendant’s Counsel to determine that a person is a Settlement Class Member entitled to participate in this Settlement as provided for in Section 5.2 and in the form substantively attached hereto as **Exhibit D**.

Section 1.25 “Proof of Claim Form” shall mean the form described in Section 5.2 of this Stipulation and as set forth as **Exhibit D**.

Section 1.26 “Prorata Adjustment” shall mean that if the funds in the Settlement Escrow Account, after the Administrator has accounted for fees and expenses as described in Section 5.7 of this Stipulation, is not adequate to pay each of the Claimants their Assigned Value, then each Claimant’s Assigned Value will be percentagized against the amount in the Settlement Escrow Account available to pay Claimants using their Assigned Value, and each Claimant will receive that percentage of the amount in the Settlement Escrow Account available to pay Claimants.

Section 1.27 “Qualified Settlement Fund” shall mean Qualified Settlement Fund as provided within United States Treasury Regulation § 1.468B-1. It shall be the responsibility of Settlement Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereunder to cause the appropriate filing to occur. For the purposes of § 1.468B-1 of the Internal Revenue Code of 1986, and Treas. Reg. § 1.468B, the “Claims Administrator” shall be JND Class Action Administration. The Claims Administrator shall comply with all informational and other tax returns necessary or admissible with respect to the Settlement Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(1)). Such returns (as well as the election described in (a)) shall be consistent with this paragraph and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Escrow Account shall be paid out of the Settlement Escrow Account as provided in (c) hereof. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Escrow Account (“Taxes”) and (ii) expenses and costs incurred in connection with the operation and implementation of this Section (including, without

limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this paragraph (“Tax Expenses”), shall be paid out of the Settlement Escrow Account. In all events, Defendant shall have no liability or responsibility to any person or entity (including Plaintiffs, Settlement Class Members, or the IRS) for the Taxes, the Tax Expenses, or the filing of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority. The Settlement Escrow Account shall indemnify and hold the Claims Administrator harmless for Taxes and Tax Expenses (including without limitation, Taxes applicable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of their settlement and shall be timely paid by the Claims Administrator out of the Settlement Escrow Account without prior notice or approval from anyone else and the Claims Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B1-2) and shall make no distribution from the Settlement Escrow Account without first confirming that sufficient funds would thereafter remain to pay any accrued tax liability; the Defendant is not responsible and shall have no liability therefore, or for any reporting requirements that may relate thereto. Defendant agrees to cooperate with Settlement Class Counsel, their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph, but such cooperation and any claims regarding such cooperation shall not change Defendant’s lack of any liability relating in any way to this Section 1.27.



Section 1.28 “Released Party” or “Released Parties” shall mean Defendant, and all of its current and former employees, agents, attorneys, insurers, representatives, administrators, predecessors, successors, and assigns.

Section 1.29 “Releasing Parties” shall mean Plaintiffs and all Settlement Class Members on behalf of themselves and each of their current and former predecessors, successors, custodians, agents, assigns, representatives, heirs, executors, trustees, administrators, and any other Person or entity having any legal or beneficial interest in the vehicles towed and impounded by the City that are part of the Settlement Class, once the Final Judgment and Order are entered.

Section 1.30 “Request for Exclusion” shall mean a request by any Person not to participate in the Settlement as provided for in Section 7.1, or as otherwise allowed by the Court.

Section 1.31 “Settled Claims” shall mean, collectively, all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, in law or equity, known or unknown, asserted or that might have been asserted, in any forum, either directly or indirectly, in a representative or in any other capacity, by any Releasing Party against any of the Released Parties for any matter, arising out of, relating to, or in connection with the towing, ticketing, impoundment, temporary deprivation, or release of, or loss or damage to, their vehicles by the City from March 28, 2013 through August 1, 2015.

Section 1.32 “Settlement” shall mean the full and final compromise, settlement and dismissal of all claims made, or that could have been made, in the Complaint (Docket No. 1), the Amended Complaint (Docket No. 21), and the Second Amended Complaint (Docket No. 43) arising out of, relating to, or in connection with the towing, impoundment, or release of Class Members’ vehicles by the City from March 28, 2013 through August 1, 2015.

Section 1.33 “Settlement Consideration” shall mean the Four Million Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$4,950,000.00) to be deposited by the City into the Settlement Escrow Account within one-hundred and twenty-six (126) days of entry of the Preliminary Approval Order and subsequent City Council approval, or as otherwise provided for by this Court.

Section 1.34 “Settlement Escrow Account” shall mean the account created by the Claims Administrator to hold the Settlement Consideration and operated consistent with the terms of Section 3.2 of the Stipulation.

Section 1.35 “Settlement Class Counsel” shall mean Moor Law Office, P.C and Lytle & Milan, LLC.

Section 1.36 “Settlement Class” or “Settlement Class Members” shall mean all Persons who fit the definition of the settlement class as set forth in Section 2.1 herein, except those Persons who have submitted a valid and timely Request for Exclusion.

Section 1.37 “Stipulation” shall mean this Stipulation and Agreement of Settlement, together with all exhibits thereto.

Section 1.38 “Summary Notice” shall mean the notice approved by the Court for publication disclosing the Settlement and Final Approval Hearing in the form substantively set forth in **Exhibit C** and as provided for in Section 9.2.

Section 1.39 “Second Amended Complaint” shall mean the amended complaint filed by Plaintiffs on February 7, 2016 (Docket No. 43) alleging due process violations as a result of CPD’s alleged practice whereby vehicles seized for potential forfeiture and in connection with drug-related offenses were improperly returned to the vehicles’ lienholders rather than being returned to the registered owner or sent to court for civil asset forfeiture proceedings.

Section 1.40 “Temporary Deprivation” shall mean a vehicle that was impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and the owner was temporarily deprived of the use and possession of his or her vehicle.

## ARTICLE II

### Settlement Class Certification

Section 2.1 Settlement Class Definition. Settlement Class Counsel shall move for and the City shall not oppose approval of, for settlement purposes only, the certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23. The Settlement Class shall be defined as:

Named owners of 356 vehicles that were impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) the vehicle owner was permanently deprived of his or her vehicle due to the lienholder taking possession of the vehicle; or (2) the vehicle owner was temporarily deprived of the use and possession of his or her vehicle.

Section 2.2 Settlement Class Members. Settlement Class Members shall include all individuals who are deemed to meet the definition set forth in Section 2.1 who are named in **Exhibit A**, and who do not file a valid and timely Request for Exclusion. Any Person who files a valid Request for Exclusion shall not be bound by the terms of this Stipulation nor entitled to any of its benefits.

Section 2.3 Effect of Termination. The Parties consent to the conditional certification of the Settlement Class solely for purposes of this Settlement. In the event that the Stipulation or

Settlement is terminated, canceled, or does not become effective for any reason, certification of the Settlement Class shall be deemed vacated without prejudice to the Parties and Defendant shall retain all of its rights, including its rights pre-dating this Stipulation and Agreement of Settlement, to oppose any class certification in this case.

### ARTICLE III

#### **Settlement Consideration**

Subject to Court approval and pursuant to the terms and conditions of this Stipulation, in full and final disposition, settlement, discharge, release, and satisfaction of the Settled Claims, the following consideration shall be provided by the City. Payment of the Settlement Consideration shall occur after final approval and after all appeals are taken and the time for such appeals has expired.

Section 3.1 Payment of Settlement Consideration by the City. Within one-hundred and twenty-six (126) days after entry of the Preliminary Approval Order and subsequent City Council approval, the City shall deposit Four Million Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$4,950,000.00) into a Settlement Escrow Account, which shall be established as provided for below.

#### Section 3.2 Settlement Escrow Account.

(a) Creation. The Claims Administrator shall establish a Settlement Escrow Account with a financial institution fully insured by the United States government or an agency thereof, located in the City of Chicago, and as designated by the Claims Administrator.

(b) Funding of Settlement Escrow Account. The City shall deposit into the Settlement Escrow Account the monies required pursuant to Section 3.1.

(c) Use of Settlement Escrow Account Monies. The Settlement Escrow Account will be used to pay the amounts and in the order and manner provided by Article IV and Section 5.7 of this Stipulation to Plaintiffs, Claimants, taxes, all applicable Attorneys' Fees, Administrative Expenses, or as otherwise approved by the Court. The Claims Administrator shall not otherwise disburse monies from the Settlement Escrow Account except as provided by this Section and upon order of the Court.

(d) Settlement Class Counsel Authority. Subject to further order or directions as may be made by the Court, Settlement Class Counsel is authorized to execute such transactions on behalf of Settlement Class Members which are necessary and appropriate to effectuate this Settlement and consistent with the terms of this Stipulation.

(e) Court to Retain Jurisdiction Over Settlement Escrow Account. All monies or interest held in the Settlement Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such funds are distributed pursuant to this Stipulation or further order of the Court.

(f) Extent of Defendant's Obligations. The City's monetary obligations under this Settlement are limited to Four Million Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$4,950,000.00) and in no event will exceed this amount. The City shall not be called upon or required to contribute additional moneys into the Settlement Escrow Account or otherwise under any circumstances. All costs and expenses arising out of or in connection with the performance of this Settlement (including all Administrative Expenses) shall be paid from the Settlement Escrow Account.

## ARTICLE IV

### **Allocation of Settlement Consideration**

Section 4.1 Attorneys' Fees. Settlement Class Counsel intends to request Court approval of an award of Attorneys' Fees as detailed in Article XII.

Section 4.2 Payment of Administrative Expenses. The Claims Administrator shall be responsible for the payment of all reasonable Administrative Expenses, which will be paid out of the Settlement Escrow Account.

Section 4.3 Payment to Plaintiffs. Settlement Class Counsel intends to request the Court award Plaintiffs the following amounts as incentive payments in consideration of their service as class representatives: Barrios, \$5,000.00; Fuller, \$5,000.00; and Washington, \$5,000.00. Neither a modification nor reversal on appeal of any incentive payment to Plaintiffs awarded by the Court shall be deemed a substantial modification of a material term of the Final Judgment and Order, Settlement, or of this Stipulation.

Section 4.4 Payment to Claimants. Once the deadline for filing Proofs of Claims has passed, the Claims Administrator will determine the number of Claimants who filed Claims. Using data provided by the Kelley Blue Book and as agreed to by the Parties, the Parties have determined the Assigned Value that each Claimant will be entitled to recover, but the aggregate amount of the settlement fund is not to exceed \$4,950,000.00, less: (i) Attorneys' Fees; (ii) Administrative Expenses; and (iii) incentive payments to Plaintiffs, as described in Section 4.3. If, and only if, the funds in the Settlement Escrow Account are insufficient to satisfy the Assigned Value that the Parties have determined each Claimant is entitled to, then, and only then, the amount paid to each Claimant shall be adjusted downward on a pro rata basis as defined in Section 1.26.

Section 4.5 Reversion. After payment of the amounts in Section 4.1 through Section 4.4, any funds remaining in the Settlement Escrow Account shall revert to the City. The Claims Administrator shall provide an accounting that sets forth all payments made in accordance with this Stipulation and Settlement, and any reverted amount, to the City through Defendant's Counsel within one-hundred and nineteen (119) days of the issuance of payments to Claimants.

## ARTICLE V

### Settlement Administration

Section 5.1 Administration of Settlement Escrow Account. The Claims Administrator, acting on behalf of the Settlement Class Members, and subject to the supervision, direction, and approval of the Court, shall administer and oversee the management and administration of the distribution of the Notice and Summary Notice, review of Proofs of Claims, Requests for Exclusions, and the Settlement Escrow Account.

Section 5.2 Proofs of Claim. Subject to the approval and further orders of the Court, the Settlement Escrow Account shall be available for allocation to Claimants who submit Proofs of Claims in accordance with the terms of this Stipulation.

(a) Submissions Required. Each Person claiming to be a member of the Settlement Class shall be required to submit a separate Proof of Claim form, *see Exhibit D*. The Proof of Claim form shall include sufficient information to establish that the person submitting the claim is a member of the Settlement Class, a release of the Released Parties, and it shall be signed under penalty of perjury. The Proof of Claim form shall be supported by such documents as requested by the Claims Administrator or Counsel for the Parties.

(b) Receipt of Proof of Claim. All Proof of Claim forms must be received within the time prescribed in the Preliminary Approval Order unless such period is extended by the Court. The Parties agree to recommend to the Court that the deadline for Settlement Class Members to submit Proof of Claim forms shall be within one hundred and nineteen (119) days of the entry of the Preliminary Approval Order and subsequent City Council approval. If the Preliminary Approval Order does not contain an express deadline for the filing of the Proofs of Claim, then the deadline for Settlement Class Members to submit Proof of Claim forms shall be one hundred and nineteen (119) days after entry of the Preliminary Approval Order and subsequent City Council approval.

Section 5.3 Valid Proof of Claim Form. As used herein, a “valid Proof of Claim form” is a Proof of Claim form that is timely under Section 5.2(b) and satisfies the requirements of Sections 5.2(a) and 5.2(b).

Section 5.4 Proof of Claim Review Process. Under the supervision and approval of Settlement Class Counsel, the Claims Administrator shall review the Proof of Claim forms and any supporting documentation timely received. The Claims Administrator shall determine whether a Person submitting a Proof of Claim is entitled to share in the distribution from the Settlement. If the Claims Administrator determines that the Person submitting a Proof of Claim is not entitled to share in the distribution from the Settlement because the Person is not a member of the Settlement Class, the Claims Administrator shall: (i) notify the Person in writing of its determination; and (ii) request that the Person provide supporting documentation establishing that the Person is a member of the Settlement Class. If the Person fails to provide adequate supporting documentation within fourteen (14) days of the notice, then the Claims Administrator will deny the claim. Any Person who wishes to contest the determination by the Claims



Administrator shall, within twenty-one (21) days after the date of letter of determination, file with the Court a written request for a hearing (the “Request”). A copy of the Request shall be mailed to Settlement Class Counsel or the Claims Administrator on or before the date it is filed with the Court. If the Court does not receive a Request within twenty-one (21) days (which the Court may waive upon good cause shown), the Person shall be deemed to have consented to the determination of the Claims Administrator. The Court shall give notice of all hearings upon any claim to participate in the Settlement to Defendant’s Counsel, Settlement Class Counsel, and the affected Persons.

Section 5.5 The City’s Cooperation and Review of Claims. Defendant shall cooperate and participate in the Claims Administration Process as reasonably necessary. When requested by either the Claims Administrator or Settlement Class Counsel, the City shall provide such information that may readily be in its possession that reasonably relates to the validity of any Proof of Claim. The Claims Administrator or Settlement Class Counsel shall provide the City, through Defendant’s Counsel, a list of the Settlement Class Members determined to have filed valid Proofs of Claim no later than one hundred and thirty-three (133) days after entry of the Preliminary Approval Order and subsequent City Council approval. The City, through its counsel, shall, upon a showing of good cause, have the right to object to or challenge the payment of any Proof of Claim as determined by the Claims Administrator, with notice to Settlement Class Counsel.

Section 5.6 Effect of Failure to File Proof of Claim. Any Settlement Class Member who does not file a valid Proof of Claim with the Claims Administrator will not be entitled to receive any of the proceeds from the Settlement, but will otherwise be bound by all terms of the Stipulation and the Settlement, including the terms of the Final Judgment and Order to be entered

and the releases provided for herein, and will be barred and enjoined from bringing any action against any Released Parties concerning the Settled Claims.

Section 5.7 Distribution of the Settlement Escrow Account. The Settlement Escrow Account shall be applied, after the approval of the Court, as follows:

(a) Within thirty-one (31) days after the entry of the Final and Appealable Judgment and Order, the Claims Administrator shall make payments from the Settlement Escrow Account:

- (1) To pay Settlement Class Counsel's Attorneys' Fees pursuant to Article XII;
- (2) To pay for any Administrative Expenses, as defined in Section 1.1.

(b) Upon the conclusion of the Claims Administration Process, and in any event, not before thirty-two (32) days following the entry of the Final Judgment and Order and the date that the Final Judgment and Order becomes final, the Claims Administrator shall make payments from the Settlement Escrow Account:

- (1) To pay the amounts provided in Section 4.3 of this Stipulation to the Plaintiffs;
- (2) To pay any unpaid Administrative Expenses;
- (3) To pay the Claims of Claimants their Assigned Value, subject to a pro rata reduction only if the total of the Assigned Value of the claims exceeds the remaining available amounts in the Settlement Escrow Account; and
- (4) To pay any remaining amounts to the City as provided for in Section 4.5.

(c) Notwithstanding the provisions of Section 5.7(a)-(b) above, except as otherwise provided in this Stipulation, in the event that an appeal from or relating to the Final Judgment and Order is filed, the Claims Administrator shall not make any payments pursuant to Sections 5.7(a) or (b) until thirty-one (31) days after the entry of a final non-appealable order ultimately terminating the Litigation. In the event such an appeal is filed, the Claims Administrator shall invest the monies in the Settlement Escrow Account in an interest-bearing account or accounts fully insured by the United States Government or agency thereof as part of a Qualified Settlement Fund.

Section 5.8 Limitation of Liability. No Settlement Class Members will have any claim against Settlement Class Counsel or the Claims Administrator, for actions taken in reasonable good faith or distributions made substantially in accordance with the Stipulation and the Settlement or further orders of the Court. No person will have any claims against the City or Defendant's Counsel relating in any way to the settlement and its administration, payments made or not made in connection with this Stipulation and Settlement, decisions made in connection with Proofs of Claims, or the plan for allocating the Settlement Consideration.

## ARTICLE VI

### Discharge of Claims

Section 6.1 Release by Plaintiffs and Class. Upon entry of the Final Judgment and Order, the Releasing Parties, whether or not each submits a Proof of Claim, receives Settlement Proceeds at all or in any particular amount, or otherwise participates in the Settlement, will be deemed by this Settlement to have, and by operation of the Final Judgment and Order shall have, released and forever discharged the Released Parties from any and all claims for relief or compensation or attorneys' fees and costs, whether such claims are direct or derivative, arising

under federal, state, or other law, known or unknown, accrued or unaccrued, in any forum that pertain to the Settled Claims, defined above as those claims that arise out of, or in connection with the towing, ticketing, impoundment, temporary deprivation, or release of, or loss or damage to, the Releasing Party's vehicle by the City from March 28, 2013 through August 2, 2015.

Section 6.2 Release of Settlement Class Members and Settlement Class Counsel by Released Parties. Upon entry of the Final Judgment and Order, each Released Party individually, completely, voluntarily, knowingly, unconditionally, and forever releases and discharges Settlement Class Members and Settlement Class Counsel from any and all claims, whether such claims are direct or derivative, arising under federal, state or other law, known or unknown, accrued or unaccrued related to the Settled Claims., defined above as those claims that arise out of, or in connection with the towing, ticketing, impoundment, temporary deprivation, or release of, or loss or damage to, the Releasing Party's vehicle by the City from March 28, 2013 through August 2, 2015.

Section 6.3 Assertion of Claims Barred. The Releases outlined in Section 6.1 and Section 6.2 above shall bar the assertion of any and all claims, and such claims are enjoined, as such claims relate to the Settled Claims by: (i) the Releasing Parties, the Settlement Class Members, and Settlement Class Counsel against the Released Parties; and (ii) by the Released Parties against the Releasing Parties, the Settlement Class Members, and Settlement Class Counsel.

## ARTICLE VII

### **Requests for Exclusions and Objections to Settlement**

Section 7.1 Requests for Exclusion. All Persons who satisfy the Settlement Class definition shall have the option to be excluded from the Settlement Class, and thereby elect not

to participate in the Settlement by mailing a timely and valid Request for Exclusion. A timely and valid Request for Exclusion must be made pursuant to the instructions set forth in the Notice and must be received by the Claims Administrator within one hundred and nineteen (119) days of the date of entry of the Preliminary Approval Order and subsequent City Council approval. All Persons who submit timely and valid Requests for Exclusion shall not be Settlement Class Members and shall have no rights with respect to the Stipulation and no interest in the Settlement. Notwithstanding any of the foregoing, the Plaintiffs shall not request exclusions from or opt out of the Settlement and the Plaintiffs or Settlement Class Counsel shall not encourage any Settlement Class Members to request exclusion from or opt out of the Settlement.

Section 7.2 Notice of Exclusions. The Claims Administrator shall notify Settlement Class Counsel and Defendant's Counsel of all Requests for Exclusion within fourteen (14) days of receiving such request.

Section 7.3 Objection to Settlement. A Person who satisfies the Settlement Class definition may object to the proposed Settlement if that person complies with the requirements and procedures set forth in the Preliminary Approval Order and the Notice with respect to the time within which objections must be served and filed and with respect to the requirements for written notices of objection. Unless otherwise permitted by the Court, any Person who satisfies the Settlement Class Definition who fails to comply with the requirements of the Preliminary Approval Order for asserting objections shall be foreclosed from making any objection to this Settlement, shall remain a Settlement Class Member, shall be deemed a Releasing Party, and shall be bound by all the terms of this Stipulation and Settlement.

## ARTICLE VIII

### **Implementation of Stipulation**

Section 8.1 Reasonable Efforts. The Parties and their respective Counsel agree to cooperate, assist, and undertake all reasonable actions to effectuate the terms and conditions of this Stipulation and the Settlement.

Section 8.2 Preliminary Approval of Settlement; Certification of Settlement Class. After execution of this Stipulation, Settlement Class Counsel shall submit this Stipulation to the Court for its consideration and shall request entry of a Preliminary Approval Order in the form substantively attached hereto as **Exhibit E**.

Section 8.3 Preliminary Approval Order. The Parties shall request that the Preliminary Approval Order:

- (a) Approve the Settlement as appearing to be within the range of fairness, reasonableness, and adequacy;
- (b) Conditionally certify the Settlement Class and preliminarily approve Plaintiffs as representatives of the Settlement Class in accordance with Federal Rule of Civil Procedure 23;
- (c) Approve Notice and Summary Notice consistent with the provisions hereof, respectively, for mailing and publication to notify Persons in the Settlement Class of the Hearings: (i) on final approval of the Settlement; (ii) on final certification of the Settlement Class and approval of Plaintiffs as the class representatives for the Settlement Class; and (iii) on Settlement Class Counsel's application for an award of Attorneys' Fees;

(d) Direct the Claims Administrator to mail or cause to be mailed the Notice to all Settlement Class Members within forty-two (42) days of entry of the Preliminary Approval Order and subsequent City Council approval. All Notices shall be accompanied by a Proof of Claim form in the form substantively attached hereto as **Exhibit D**;

(e) Direct the Claims Administrator to seek to obtain alternate addresses for any Notices sent out that are returned to sender as “undeliverable” and to resend the Notice to the Settlement Class Members at the alternate addresses within seventy (70) days of entry of the Preliminary Approval Order and subsequent City Council approval;

(f) Direct the Claims Administrator to mail or cause to be mailed the Notice and the Proof of Claim form a second time to all Settlement Class Members who have not filed a Proof of Claim on or before eighty-four (84) days after entry of the Preliminary Approval Order and subsequent City Council approval;

(g) Approve the form of the Proof of Claim form in the form substantively attached hereto as **Exhibit D**;

(h) Direct the Claims Administrator to cause the Summary Notice to be published, in the form substantively attached hereto as **Exhibit C** and as described in Section 9.2 of this Stipulation;

(i) Direct the Settlement Class Counsel and Claims Administrator to file, no later than fourteen (14) days prior to the Final Approval Hearing, with the Court proof, by affidavits or declarations, of the mailing of the Notice and publication of the Summary Notice;

(j) Find that the mailing of the Notice and Publication of the Summary Notice pursuant to Section 9.1 and Section 9.2 constitute the best and most practicable notice to individuals who may be part of the Settlement Class, and is due and sufficient notice of the Final Approval Hearing, proposed Settlement, application for an award of Attorneys' Fees, and other matters set forth in the Notice and Summary Notice to all Persons in the Settlement Class and that the Notice and Summary Notice fully satisfy the requirements of due process, the Federal Rules of Civil Procedure, and any and all other applicable rules and laws;

(k) Provide that, pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Settlement Class Member either directly, in a representative capacity, a derivative capacity, or in any other capacity, shall commence, maintain, or prosecute any other action or proceeding in any court or tribunal against any of the Released Parties asserting any of the Settled Claims or claims that could have been brought in this Litigation;

(l) Provide that all written objections to the Settlement must be timely and valid to be considered. Written objections to the Settlement must be filed one hundred and nineteen (119) days after entry of the Preliminary Approval Order and subsequent City Council approval pursuant to the instructions set forth in the attached Notice, *see Exhibit B*;

(m) Schedule the Final Approval Hearing to be held by the Court to consider and determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Settlement Class should be certified and Plaintiffs approved as representatives of the Settlement Class; (iii) whether an order



approving the Settlement and an entry of Final Judgment should be entered dismissing the Litigation as provided in this Stipulation; and (iv) whether the application of Settlement Class Counsel for an award of Attorneys' Fees should be approved;

(n) Provide that, pending a final determination of whether the Settlement should be approved, all discovery and all proceedings in the Litigation are stayed, except for the proceedings regarding Settlement;

(o) Provide that the Final Approval Hearing may, from time to time, and without further notice to Persons in the Settlement Class, be continued or adjourned by order of the Court;

(p) Provide that any person or entity falling within the definition of the Settlement Class may, upon request, be excluded from the Settlement and the Settlement Class. Any such person or entity must submit to the Claims Administrator a request for exclusion ("Request for Exclusion") and which must be received by the Claims Administrator within one hundred and nineteen (119) days after entry of the Preliminary Approval Order and subsequent City Council approval; and

(q) Approve the establishment of the Settlement Escrow Account and direct the City to fund the Settlement Escrow Account consistent with the terms of the Stipulation.

## **ARTICLE IX**

### **Notice of Settlement**

Section 9.1 Notice to Settlement Class. Within forty-two (42) days after entry of the Preliminary Approval Order and subsequent City Council approval, the Claims Administrator shall send copies of the Notice and Proof of Claim, by United States Mail, postage prepaid, to

Persons in the Settlement Class at their last known addresses as appearing in the records maintained by CPD. The Notice shall be in the form substantively set forth as **Exhibit B** attached hereto. The Proof of Claim form shall be in the form substantively set forth as **Exhibit D** attached hereto. The Claims Administrator shall seek to obtain alternate addresses for any Notices sent out that are returned to sender as “undeliverable” and to resend the Notice to the Settlement Class Members at the alternate addresses within seventy (70) days of entry of the Preliminary Approval Order and subsequent City Council approval. The Claims Administrator shall mail or cause to be mailed the Notice a second time to all Settlement Class Members who have not filed a Proof of Claim on or before eighty-four (84) days after entry of the Preliminary Approval Order and subsequent City Council approval.

Section 9.2 Summary Notice. The Claims Administrator shall publish the Summary Notice, in the form substantively attached hereto as **Exhibit C**, within forty-two (42) days after entry of the Preliminary Approval Order and subsequent City Council approval.

Section 9.3 Costs of Notice. Costs of printing and mailing the Notice and publication of the Summary Notice constitute an Administrative Expense and shall be paid in accordance with Section 5.7(a)(2) from the Settlement Consideration.

Section 9.4 Affidavit of Compliance. Settlement Class Counsel and the Claims Administrator shall each file an affidavit of mailing and publications with the Court stating that the Notice was duly provided to the Settlement Class Members and Summary Notice published in accordance with the Preliminary Approval Order, within a reasonable time following such mailings and publications.

Section 9.5 Adequacy of Notice. The Parties believe that compliance with the procedures described in this Article constitutes due and sufficient notice to Persons in the

Settlement Class of this Settlement and the Final Approval Hearing and satisfies the requirements of due process. Nothing else shall be required of the Parties, Settlement Class Counsel, or Defendant's Counsel to provide notice of the Settlement and the Final Approval Hearing.

## ARTICLE X

### **Final Approval Hearing and Final Order of Judgment**

Section 10.1 Final Approval Hearing. In connection with the Final Approval Hearing, the Parties shall file with the Court any such filings as are deemed necessary and appropriate to support final approval of the Settlement. At the Final Approval Hearing, the Court will be asked to consider the fairness of the Settlement. The Court will also be asked to consider the reasonableness of the Parties' agreement for the payment of Attorneys' Fees as outlined in Article XII.

Section 10.2 Entry of Final Judgment and Order. At or prior to the Final Approval Hearing, counsel for the Parties shall jointly submit to the Court a proposed Final Judgment and Order, in the form substantively set forth herein as **Exhibit F**, amended if desired by agreement of all Parties, which shall:

(a) Approve the Stipulation and Settlement as fair, reasonable, and adequate to the Settlement Class and approve the Settlement as being in the best interests of the Settlement Class, and directing consummation of the Settlement in accordance with the terms and conditions of the Stipulation;

(b) Certify the Settlement Class solely for settlement purposes and approve Plaintiffs as representatives of the Settlement Class for purposes of this Settlement;

(c) Dismiss Plaintiffs' Second Amended Complaint on the merits and with prejudice as to Settlement Class Members extinguishing all claims, rights, demands, and causes of action which might have been asserted therein by: (i) Plaintiffs on behalf of themselves or the Settlement Class; and (ii) all Settlement Class Members, and discharging Defendant therefrom;

(d) Bar and permanently enjoin Settlement Class Members, either directly, representatively, or in any other capacity, from instituting or prosecuting the Settled Claims against any of the Released Parties;

(e) Dismiss Plaintiffs' Second Amended Complaint provided that Persons in the Settlement Class who have not filed timely and valid Requests for Exclusion from the Class, pursuant to the procedures described in Section 7.1, whether or not they file a Proof of Claim within the time provided for, shall be barred from asserting any Settled Claims, and all Settlement Class Members shall be conclusively deemed to have released the Released Parties from the Settled Claims and shall be barred from asserting any Settled Claims;

(f) Find that the distribution of the Notice and Proof of Claim Form, and publication of the Summary Notice is the best notice practicable under the circumstances to apprise all Persons within the definition of the Settlement Class of the pendency of the Litigation and their rights in it, the terms of the proposed Settlement of the Litigation, and affords Settlement Class Members with an opportunity to present their objections, if any, to the Settlement;

(g) Find that all Persons within the definition of the Settlement Class have been adequately provided with an opportunity to remove themselves from the Settlement Class by executing and returning a Request for Exclusion; and

(h) Determine there is no just reason for delay and directing that the Final Judgment and Order be final and appealable.

## ARTICLE XI

### Conditions to Settlement

Section 11.1 Conditions to Settlement. This Settlement shall be of no force or effect and shall be void *ab initio* without prejudice to the rights of any Party unless each of the following conditions is fully satisfied:

(a) Preliminary approval by the Court of the Settlement pursuant to the terms outlined herein and the Court's entry of a Preliminary Approval Order in the form substantively attached hereto as **Exhibit E**;

(b) Approval of the Settlement by the City of Chicago's City Council;

(c) Certification of the Settlement Class, as defined herein, which has not been materially modified by the Court; and

(d) The Final Judgment and Order, in the form substantively attached hereto as **Exhibit F**, shall have been entered by the Court.

## ARTICLE XII

### Attorneys' Fees, Costs, and Expenses

Section 12.1 Agreement Regarding Attorneys' Fees. Settlement Class Counsel intends to seek an award of Attorneys' Fees in the amount of 33.33% of the total amount of the Settlement Consideration, subject to Court approval of this Stipulation, the Court approval of

Attorneys' Fees, and entry of the Final Judgment and Order, in the form substantively attached hereto as **Exhibit F**. Settlement Class Counsel has agreed they will not seek or receive any award of Attorneys' Fees except as permitted herein.

Section 12.2 Payment. To the extent that the Court awards Attorneys' Fees, they shall become payable to Settlement Class Counsel in accordance with Section 5.7(a) herein.

Section 12.3 Request for Approval – Effect on Settlement. Settlement Class Counsel shall file and serve a motion seeking final approval of Settlement and the Stipulation, which shall include an express request for Court approval of the payment of Attorneys' Fees, prior to the Final Approval Hearing. The Court's review and approval of the payment of Attorneys' Fees shall be considered separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Nothing regarding the Court's decision of the approval or payment of Attorneys' Fees shall operate to terminate or cancel the Stipulation or affect the finality of the Final Judgment and Order.

Section 12.4 Limitation on the City's Obligations for Attorneys' Fees. Other than as set forth in this Stipulation, the City, Plaintiffs, and the Settlement Class shall not have any obligation with respect to Settlement Class Counsel's Attorneys' Fees or any other expenses, including but not limited to Administrative Expenses.

### ARTICLE XIII

#### **Termination of Settlement**

Section 13.1 Right to Withdraw. In the event the Court declines to enter the Preliminary Approval Order or the Final Judgment and Order, in the form substantively set forth in **Exhibits E** and **F**, hereto; or enters the Preliminary Approval Order or Final Judgment and Order, which are substantially different than provided herein (except as provided in Section 4.3

and Section 12.3 herein), the Parties shall have the right, within fourteen (14) days thereafter, to withdraw from this Stipulation by written notice to the other Party. In the event that any Person appeals the entry of the Final Judgment and Order, and on appeal the court reverses or substantially modifies the Final Judgment and Order or orders relief which is substantially different than provided therein (except as provided in Section 4.3 and Section 12.3 herein), each Party shall have the right, individually, within fourteen (14) days thereafter, to withdraw from this Stipulation by written notice to the other Party. The determination of whether any difference between the forms of Preliminary Approval and Final Judgment and Order, or any modification on appeal, is substantial, shall be made by each of the Parties in their sole discretion.

Section 13.2 Effect of Attorneys' Fees. Neither a modification nor reversal on appeal of any amount of Attorneys' Fees awarded by the Court shall be deemed a substantive modification or reversal of a part of the substantive terms of the Final Judgment, Settlement, or of this Stipulation.

Section 13.3 Administrative Expenses. In the event that either of the Parties elects to withdraw from this Stipulation in accordance with Section 13.1 above or Article XV below, then the cost of any Administrative Expenses incurred prior to the date of termination, as defined in Section 1.1, shall be divided half to be paid by Plaintiffs and/or Settlement Class Counsel and half to be paid by the City.

Section 13.4 Payment of Attorneys' Fees. In the event that either of the Parties elects to withdraw from this Stipulation in accordance with Section 13.1 above or Article XV below, then each Party shall pay its own attorneys' fees, and the City shall have no obligation whatsoever for the payment of Settlement Class Counsel's Attorneys' Fees.

Section 13.5 Reversion to Status Prior to Settlement. If this Stipulation is not approved, as discussed in Article X, or is otherwise terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their respective status prior to the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders and judgments had not been entered, preserving in that event all of their respective claims and defenses in the Litigation, including Defendant's right to oppose class certification. Furthermore, if this Stipulation is not approved, or is otherwise terminated or canceled pursuant to its terms, the Settlement Consideration shall be returned to the City within twenty-one (21) days of lack of approval, termination, or cancelation of this Stipulation.

#### ARTICLE XIV

##### **Stipulation Not Admission of Wrongdoing**

Regardless of whether consummated, the fact of entering into or carrying out this Settlement, any exhibits attached to this Stipulation, and any negotiations, proceedings, communications, or agreements related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, or a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Stipulation or the provisions of any related agreement, release, or exhibit thereto, or in the case of any subsequent action against any of the Released Parties, Plaintiffs, or Settlement Class Counsel on any or all of the Settled Claims, in order to support a claim or defense of



*res judicata*, collateral estoppel, accord and satisfaction, release, or other theory of claim or issue preclusion, or similar theory or defense.

## ARTICLE XV

### **Right to Withdraw**

The City has the right to withdraw from the Stipulation if the number of Settlement Class Members electing to exclude themselves from the Settlement exceeds 17. In the event that the City elects to withdraw from the Stipulation pursuant to this Article, then the Settlement shall be treated as terminated in accordance with Article XIII.

## ARTICLE XVI

### **Miscellaneous Terminology and Construction**

Section 16.1 Captions. The captions contained in this Stipulation are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Stipulation or the intent of any of its provisions.

Section 16.2 Definitions and Recitals. The definitions and recitals set forth above are essential elements of this Stipulation.

Section 16.3 Entire Agreement. This Stipulation and any exhibits attached hereto set forth the entire agreement of the Parties with respect to the Settlement and supersedes all prior oral or written agreements, arrangements, understandings, inducements, promises, and warranties, not embodied or incorporated herein, relating to the subject matter of the Stipulation. The language of the Stipulation controls over any inconsistent or contrary language in any of the Exhibits attached hereto.

Section 16.4 No Representations. Plaintiffs acknowledge, for themselves and for the Settlement Class, that they have not relied upon any representations, warranties, guarantees,

promises, statements or estimates, whether written or oral, express or implied, by any of the Released Parties, or anyone representing or purporting to represent the Released Parties. Plaintiffs acknowledge that they or Settlement Class Counsel have undertaken such investigation as they have deemed necessary in connection with entering into the Stipulation and Settlement.

Section 16.5 Modifications. The terms and provisions of this Stipulation may not be changed, waived, modified, or varied in any manner unless in writing signed by Defendant's Counsel and Settlement Class Counsel, and with consent of the Court, and without further notice to the Settlement Class.

Section 16.6 Waiver. The failure of any Party to enforce at any time any provision of this Stipulation shall not be construed as a waiver of such provisions, nor be construed in any way to affect the validity of this Stipulation or any part hereof or the right of any Party thereafter to insist upon strict performance of each and every provisions of this Stipulation. No waiver of any breach of this Stipulation shall be held to constitute a waiver of any other breach.

Section 16.7 Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit of the Parties and their successors and assigns. No Party may assign its rights or obligations under the Stipulation without the prior written consent of all of the other Parties.

Section 16.8 Third Parties. Nothing in this Stipulation, whether express or implied, is intended to confer any rights or remedies under or by reason of this Stipulation on any Person other than the Parties and their respective successors and assigns, nor is anything in this Stipulation intended to relieve or discharge the obligations or liabilities of any third parties to any Party, or shall any provision give any third parties any right of subrogation or action over or against any Party.

Section 16.9 Notices. Any and all notices, requests, consents, directives, or communications by any Party intended for any other Party shall be in writing, shall be given personally or by postage prepaid certified or registered mail, return receipt requested, and shall be deemed delivered when received, and shall be addressed as follows:

(a) If to the City:

Allan T. Slagel  
Jonathan B. Amarilio  
Anne L. Yonover  
Taft Stettinius & Hollister LLP  
111 East Wacker Drive  
Suite 2800  
Chicago, Illinois 60601

(b) If to the Plaintiffs:

Edward R. Moor  
Moor Law Office, P.C.  
One North LaSalle Street  
Suite 600  
Chicago, Illinois 60602

Paul J. Lytle  
Lytle & Milan, LLC  
1142 West Madison Street  
Suite 306  
Chicago, Illinois 60607

Any Party may, from time to time, change the address to which such written notice, requests, consents, directives, or communications are to be mailed, by giving the other Party ten (10) days prior written notice of the changed address in the manner prescribed above.

Section 16.10 Governing Law. This Stipulation shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

Section 16.11 Collaborative Effort. This Stipulation, and any exhibits, was executed after arm's length negotiations among the Parties and reflects the conclusions of counsel for the Parties that the contemplated Settlement is fair, equitable, and in the best interests of their respective clients. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the

Parties, it being recognized that, because of the arm's length negotiations described above, Parties and their Counsel have contributed substantially and materially to the preparation of this Stipulation.

Section 16.12 No Assignment. Plaintiffs and Settlement Class Counsel represent and warrant that none of the Plaintiffs' alleged claims or causes of action against the City have been assigned, encumbered, or in any manner transferred in whole or in part.

Section 16.13 Terminology and Construction. All personal pronouns used in this Stipulation, whether used in the masculine, feminine, or neutral gender shall include all other genders, and the singular shall include the plural and vice versa. All dates referenced herein shall be calendar days unless otherwise indicated. Should any of the provisions of this Stipulation conflict with the terms of any exhibits hereto, the terms of the Stipulation shall control unless otherwise ordered by the Court.

Section 16.14 Authority. Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class which it deems appropriate. Defendant's Counsel represents they are authorized to sign this Stipulation on behalf of the City, pending the necessary approvals from City Council.

Section 16.15 No Severability. Invalidation of any material portion of this Stipulation or any exhibit hereto shall invalidate the Stipulation in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Section 16.16 Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of the day and year first above written.

Dated: June 2, 2020

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By: s/ Edward R. Moor  
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By: s/ Allan T. Slagel  
Special Assistant Corporation Counsel

**STIPULATION EXHIBIT A -**

**List of Owners**

#	Owner	VIN	Make	Model	Veh. Year
1	ADAIR, EMMERITT	2B4GP45G3YR538651	DODGE	CARAVAN	2000
2	ADAM, MICHAEL	1G6KD57YX8U108736	CADILLAC	DTS	2008
3	ALI, NAJIMA & CHAPMAN, NAKIA	1C3CDZAB7EN200524	DODGE	AVENGER	2014
4	ALLEN, DAWN	2C3CDXBG6CH111550	DODGE	SEDAN	2012
5	ALLEN, FELICIA	5NPEB4AC6DH685999	HYUNDAI	SONATA	2013
6	ALTMAN, SHINETHA	2B3KA33V49H545000	DODGE	CHARGER	2009
7	ALVAREZ, MARIA	1G1ZC5E00CF170146	CHEVY	MALIBU	2012
8	ANAYA, JOSE	5UXZV4C58CL763103	BMW	X5	2012
9	ANDERSON, PASSHUN	WBAEK73465B326319	BMW	635	2005
10	ANDRESON, SANDRA & FLORENCE, TIERRA	5GZCZ53486S821504	SATURN		2006
11	ANDREWS, MARY	WVGAV7AX9AW527569	VOLKSWAGON	TIGUAN	2010
12	ANTOSH, KEITH	WDDDJ75X96A016283	MERCEDES	CL500	2006
13	APPLEWHITE, JAMAAL	WDDEJ8GB2AA025024	MERCEDES	CL550	2010
14	ARMENTA, BRENDA	1NXBR32E97Z827471	TOYOTA	COROLLA	2007
15	ARROYO, ALBINA	JN8AZ18W79W130350	NISSAN		2009
16	AYALA, RAFAEL	2G1WU583X89162495	CHEVROLET	IMPALA	2008
17	BANKS, GREGORY	1N4AA5AP0BC835873	NISSAN	ALTIMA	2011
18	BARNES, DAVID & DUNLAP, ANGEL	1A8HW58P27F581078	CHRSLER		2007
19	BARNES, KENNETH	1B3EL46X05N700332	DODGE	STRATUS	2005
20	BARRIOS, MANUEL	1HGCP3F83CA024459	HONDA	ACCORD	2012
21	BATES, SADE	2C3KA73W46H249375	CHRYSLER	300	2006
22	BATIE, NAOMI	1C3CDZAG6DN581342	DODGE	AVENGER	2013
23	BELL, ALANNA	1C3CCBBB7CN124664	CHRYSLER	200	2012
24	BENDER, COREY	1C3CCBBB0DN503829	CHRYSLER	200	2013
25	BERNARD, MEGGIE	4JGAB72E0XA122440	MERCEDEZ	4D	1999
26	BERRIOS, YESENIA	1G8AJ55F27Z104694	SATURN	ION	2007
27	BERRY, ANTOINE	3D4GG57V39T173006	DODGE	JOURNEY	2009
28	BLUE, JAMES	2T2HK31U57C024502	LEXUS	RX300	2007
29	BORRE, JONATHAN	JTDZN3EUOC3079436	TOYOTA	PRIUS	2012
30	BOUSKA, CHRISTINA	2G1WF52E829298264	CHEVY	IMPALA	2002
31	BOWERS, QUINTYRA & POWELL, EARL	1G1ZC5E12BF248627	CHEVY	MALIBU	2011
32	BOYD, ELIJAH & HENDRICKS, LA REE	WAUFGAFB9AN047940	AUDI	A6	2010
33	BRACK, JEREMY & MOTICA, ADELIZ	1G2NF52E01M514309	PONTIAC	GRAND AM	2001
34	BRAXTON, ANDREY	4M2ZU86K35ZJ01503	MERCURY		2005
35	BREWER, ALEXIS	5J6TF2H55DL004695	HONDA	UTILITY	2013
36	BRIDGES, JESSICA	2D4GP443X3R120066	DODGE	GRAND CARAVAN	2003
37	BRISCO, EVETTE	1G6DW677870191508	CADILLAC	STS	2007
38	BROWN, ALEXANDER	1GNFK130X8J159417	CHEVY	TAHOE	2008
39	BROWN, ASHLEY	3G5DB03E64S510507	BUICK	RENDEZVOUS	2004

40	BROWN, CECILIA	1N4BA41E47C864488	NISSAN	MAXIMA	2007
41	BROWN, IESHA	4T1BF1FK3CU529487	TOYOTA	CAMRY	2012
42	BROWN, JEFFERY	2C3KA63H16H318938	CHRYSLER	300	2006
43	BRUESSARD, TANEISHA	5NPDH4AE4DH302184	HYUNDAI	ELANTRA	2013
44	BUCIO, JAIRO & HERRERA, FABIAN	2G1FC3DD8B9169751	CHEVY	CAMARO	2011
45	BUCKLEY, CHEKITA	JN8AZ08W16W538588	NISSAN	UTILITY	2006
46	BUCKNER, MICHAEL	1G1ZC5E03CF325143	CHEVY	MALIBU	2012
47	BUCKNER, CORETTA	1G1ZH57B18F234413	CHEVROLET	MALIBU	2008
48	BUENO, ALFREDO	1C4PJLAKXCW178965	JEEP	LIBERTY	2012
49	BURRELL, CATRINA	1G1ZG5E76CF286825	CHEVY	MALIBU	2012
50	BURRELL, MESHHELL & HERRION, SANOBYA	1C3LC66MX7N563639	CHRYSLER	SEBRING	2007
51	BUSSELL, MONIQUE	1B3HB48BX7D280962	DODGE	CALIBER	2007
52	BUTLER, D. ARTAGNAN	1G4GC5E38DF296468	BUICK	LACROSSE	2013
53	CADIZ, AIDA	2G1WG5EK3B1232256	CHEVY	IMPALA	2011
54	CAJAS, ALEXANDRA & JORGENSEN, MICHAEL	1HGCP2F78BA149747	HONDA	ACCORD	2011
55	CALDERON, JESUS	JTMRFREV0D5014813	TOYOTA	RAV4	2013
56	CAMACHO, HECTOR	JNKAY01F86M263658	INFINITI	SEDAN	2006
57	CAMERENA, SALVADOR	1J4GL48KX4W207768	JEEP	LIBERTY	2004
58	CANTY, CHRISTIAN & RILEY, SANDRA	2G2WP552X61112920	PONTIAC	GRAND PRIX	2006
59	CAPO, SHERIAN	1G1YH2D73E5112891	CHEVY	CORVETTE	2014
60	CARBAJAL, KARINA & CARBAJAL, SERVANDO	JHMFA3F22BS001450	HONDA	CIVIC	2011
61	CARTER, NATASHA & REGINALD CARTER	1N4AL2AP6BN434745	NISSAN	ALTIMA	2011
62	CARTLIDGE, JASON	1D8GP24R64B594250	DODGE	VAN	2004
63	CASTENEDA, ANDRES	1GNES16S866154581	CHEV	TRAIL BLAZER	2006
64	CEBALLOS, BLANCA & CEBALLOS, EUDENAGO	1GNFC13097J346286	CHEVY	TAHOE	2007
65	CHANG, CHILLRAE & HIGH JR., DONALD	5NPDH4AE9CH136856	HYUNDAI	ELANTRA	2012
66	CHERRY, MICHAEL	2C3CDXBG5DH600748	DODGE	CHARGER	2013
67	CLARK, BRIANA	5XYKTD411BG168595	KIA	SPORTAGE	2011
68	COBBAN, THERESA	2G2WP552561198900	PONTIAC	GRAND PRIX	2006
69	COBURN, JETUN	1GNET13H382146579	CHEVY	TRAIL BLAZER	2008
70	COBURN, LAKYISHA	SALSH23436A963675	LAND ROVER	SUV	2006
71	COLEMAN ,TONJI & THORNTON, JANET	1C3BC1FB7BN607022	CHRYSLER	200	2011
72	COLEMAN, NATASHA	5NPEC4AC1DH623293	HYUNDAI	SONATA	2013
73	COLUMBIA, DANIELLE	2G1WB58K381274759	CHEVROLET	IMPALA	2008
74	CORDELL, BRYAN	KNAGE123185174684	KIA	OPTIMA	2008
75	CORTEZ, ATKINS	WBAHN83566DT32551	BMW	750	2006
76	COWENS, TYKAYLA	1J4NT2GA3AD640845	JEEP	PATRIOT	2007
77	CRAFT, MONIKA	2G1WC581469381886	CHEVY	IMPALA	2006
78	CRAWFORD, CRYSTAL & MARTIN, ARTHUR	2B3LJ44V19H522525	DODGE	CHALLENGER	2009
79	CROCKETT, CORO	JN8AZ1MW1CW227508	NISSAN	MURANO	2012



80	CUEVAS, EDUARDO	JT3HN87R7X0221049	TOYOTA	4 RUNNER	1999
81	CURTIS, DIONNA	JNKBV61F87M817007	INFINITI	G35	2007
82	DAVIS, REGINALD	WAUDL94F45N028659	AUDI	A6	2005
83	DAVIS, SHAKIRA	WA1BY74L88D027864	AUDI	Q7	2008
84	DAVIS, THOMAS	2C4GP54L35R536207	CHRYSLER	TOWN AND COUNTRY	2005
85	DAVIS, VERA LEE	JTJHW31U060025054	LEXUS	SUV	2006
86	DAYTHON, PEETE	JN8BS1MW0BM170155	INFINITI	UTILITY	2011
87	DEL CARMEN CABRALES, MARIA & SORIANO-MONTOYA, RAMIRO	1N4AA51E59C835442	NISSAN	MAXIMA	2009
88	DEL CARMEN ROMAN-OCHOA, MARIA	1GNDT13SX52368958	CHEVY	TRAIL BLAZER	2005
89	DELCORE, JOSHUA	TRUAF38J981003282	AUDI	UNKNOWN	2008
90	DELEGGE, JEANNE	4T1BE32K65U040976	TOYOTA	CAMRY	2005
91	DESIREE, IVY	1G2ZF55B364161641	PONTIAC	G6	2006
92	DOMINGUEZ, HECTOR	1J4GW58N54C110034	JEEP	GRAND CHEROKEE	2004
93	DORSETT, ALDOBLA	JN8AZ08W84W316305	NISSAN	MURANO	2004
94	DRAIN, SCOTT	1C4RJFCTXCC105175	JEEP	CHEROKEE	2012
95	EASTERLING, SILAS	SAJWA05B49HR17315	JAGUAR	XF	2009
96	ECHEVARRIA, LOUIS	WBANB33595CN65861	BMW	545I	2005
97	ELLEBB, TYKEISHA & HARRIS, DONALD	1GNEK13T71R126940	CHEVY	TAHOE	2001
98	ERVIN, MALCHUS	2C3LA53G27H807288	CHRYSLER	300	2007
99	ERVIN, SHERRY	1G6KD54Y22U226095	CADILLAC	DEVILLE	2002
100	FAIRLEY, BRANDON	2G4WS52J131187387	BUICK	CENTURY	2003
101	FARRIS, IRA	19UUA66247A028528	ACURA	TL	2007
102	FELICANO, MARITZA	2T3YF4DV8BW065160	TOYOTA	SUV	2011
103	FELICIANO, KAREN & FELICIANO CORTES, SACHARY	4T1BK46K37U527743	TOYOTA	CAMRY	2007
104	FERNANDEZ-DORANTES, ARMANDO	JTMZD33V466005132	TOYOTA	UNK	2006
105	FLORES, ANGIE	1G1PA5SH5E7196858	CHEVY	CRUZE	2014
106	FLOWERS, ELIZABETH RUTH & PFORTMILLER, JOSHUA	3VWEF71K37M165252	VOLKSWAGON	4 DR	2007
107	FORD, JERRY & FORD, JOSHUA	1G2ZH58N774255457	PONTIAC	G6	2007
108	FOX, CLOTEAL	1YVHP80C085M46276	MAZDA	6	2008
109	FOX, JAVAE	1GKEC13Z34J294737	GMC	YUKON	2004
110	FRANKLIN, CYNTHIA	1FAHP2DW7AG117890	FORD	TAURUS	2010
111	FRAZIER, TREMAYNE	1C4RJFDJ1CC213424	JEEP	CHEROKEE	2012
112	FREEMAN, EMMA	3LNHM26T58R635016	LINCOLN	MRZ	2008
113	FREEMAN, LYNETTE	5NPEC4AC1BH287836	HYUNDAI	SONATA	2011
114	FULLER, BRANDON	2C3CDXBG4DH604712	DODGE	CHARGER	2013
115	FULLER, BRANDON & WASHINGTON, SAVANNAH	2G2WP542941165087	PONTIAC	BONNEVILLE	2004
116	GALATI, CONSTANTINA	1FMFU18L13LA50181	FORD	EXPEDITION	2003
117	GARCIA, ALEXANDER	2C3CDXBG5CH211123	DODGE	CHARGER	2012
118	GARCIA, RONALSD	SALMF13487A252998	LAND ROVER	RANGE ROVER	2007
119	GARCIA, RUTILO	1GNSKCE03CR275012	CHEVROLET	TK	2012

120	GARDNER, PHYLLIS	1GNDS13S172146556	CHEVROLET	TRAIL BLAZER	2007
121	GARLINGTON, DASHAUNNA	1N4AL21E07N456908	NISSAN	ALTIMA	2007
122	GARRETT, RONITA	5UXFG43538LJ35566	BMW	X6	2008
123	GARTLEY, GENEVA	1D4HS38NX3F568694	DODGE	DURANGO	2003
124	GARZILLI, MATTHEW	1G1PC5SB6D7189101	CHEVROLET	CRUZE	2013
125	GATTON, KELLY	1GYEE437580138758	CADI		2008
126	GHAZIANI, SHAWN	3FAHP08137R205193	FORD	FUSION	2007
127	GIBSON, ROLAND	JN8AF5MV9BT011512	NISSAN	JUKE	2011
128	GLOVER, ARNETTE	2C3CDXBG6EH258664	DODGE	CHARGER	2014
129	GONZALEZ, GABRIEL & GONZALEZ JR., GABRIEL	2B3KA53H36H244705	DODGE	CHARGER	2006
130	GONZALEZ, LEONARDO	SALAE25477A427699	LANDROVER	LR3	2007
131	GUERRIER, JAMES & GUERRIER, LILLIAN	2C4RDGCG6CR395275	DODGE	CARAVAN	2012
132	GUTHRIE, ARMONDO	1N4AL11D26C214486	NISSAN	ALTIMA	2006
133	HAIRI, DIANE	2B3CA3CV2AH210567	DODGE	MAGNUM	2010
134	HAMILTON, JACQUELINE	2C4GM68415R302293	CHRYSLER	PACIFICA	2005
135	HANKTON, TAMMY	1FMEU6EE2AU86998	FORD	EXPLORER	2010
136	HARRIS, COREY	2G1FA1E37D9195017	CHEV	COUPE	2013
137	HARTY, ORLANDO	3FAHP08158R165796	FORD	FUSION	2008
138	HAYNES, CONNIE	1C3CDZAB7DN653833	DODGE	AVENGER	2013
139	HAYNES, MONIQUE	1N4BL11E62C111658	NISSAN	ALTIMA	2002
140	HENDERSON, JOHNNELL & PITTS, YAKISHA	1G6KD57Y48U112782	CADILLAC	DTS	2008
141	HENDERSON, SHARTEIA	1C3CDZAB6EN148822	DODGE	AVENGER	2014
142	HENRY, NICOLE	1G1ZT51F36F102020	CHEVY	MALIBU	2006
143	HERRION, XAVIER	2G1WB55KX89192730	CHEVROLET	IMPALA	2008
144	HILL, LOUVINA & WILLIAMS, TEVIN	2B3KA43G38H263288	DODGE	CHARGER	2008
145	HILL, MYRTIS	1J8GN58K09W516056	JEEP	LIBERTY	2009
146	HILTON, BRYON	1LNHL9DR9BG603106	LINC	MKS	2011
147	HINESLEY, NATALIE	1C3CCBAB8DN641250	CHRYSLER	200	2013
148	HOLLAND, AJA	1C3CDZAB8CN128763	DODGE	AVENGER	2012
149	HOLMES, CHIVONN	1G11E5SL6EF293877	CHEVY	MALIBU	2014
150	HOWARD, VENUS	1G1ZC5EU3BF353543	CHEVY	MALIBU	2011
151	HOWELL, CYNTHIA & HOWELL, JENNIFER	JHMGD38408S030500	HONDA	FIT	2008
152	HUNT, BARBARA	3GYFNFYXAS592346	CADILLAC	SRX	2010
153	HUSBAND, COLETTE	1G1ZB5EB2A4113220	CHEVY	MALIBU	2010
154	HVIDOS, PATRICIA & HVIZDOS, STEVEN	1G1JC5SH1C4159496	CHEVROLET	SONIC	2012
155	ISSIFU, MEMUNATA	KMHNC4ACXAU430610	HYUNDAI	4 DOOR	2010
156	IZOKPU JR., OLUSEGUN & WATKINS, TIFFANY	1N4AL2AP6AN495916	NISSAN	ALTIMA	2010
157	JACKSON, DEBRA	1G1PC5SH0C7319747	CHEVY	CRUZE	2012
158	JACKSON, JOHNNIE	3GYEK62N65G257043	CADILLAC	ESCALADE	2005
159	JASS, JESSICA	1G1ZC5E05CF149387	CHEVY	MALIBU	2012

160	JEFFERSON, LATRESE	2B3CA3CVXAH277126	DODGE	CHARGER	2010
161	JENKINS, BRUCE	1G4GC5EC5BF377537	BUICK	LACROSSE	2011
162	JOHNSON, JASMINE EFIA	1G8ZS57B59F149319	SATURN	AURA	2009
163	JOHNSON, ANDRE	1G4CW54K224174843	BUICK	PARK AVE	2002
164	JOHNSON, CAROLYN	3N1AB6AP7CL636308	NISSAN	4DR	2012
165	JOHNSON, KEVIN	1J4NF1FB1BD158503	JEEP	PATRIOT	2011
166	JOHNSON, MARCELLA & JOHNSON, TAYLOR	2G1WF52E939152201	CHEVROLET	IMPALA	2003
167	JOHNSON, TERRI	1YVFP80CX35M40131	MAZDA	A-6	2003
168	JONES, CARLOS	WVGBE77L19D019211	VOLKSWAGON	TOUAREG	2009
169	JONES, DANIELLE & JOONES, JOANNE	1G1PA5SH1D7216120	CHEVY	PRISM	2013
170	JONES, NICKIE & JONES, NIKITA	1G1ZH57B094269473	CHEVY	MALIBU	2009
171	JONES, NINA	JT2BG22K1X0350237	TOYOTA	CAMRY	1999
172	KAPLANOVIC, DAUT & MENDOZA, NICOLE	JTDBT923571039649	TOYOTA	YARIS	2007
173	KATOR, KIMBERLY	1D4GP25E67B258812	DODGE	GRAND CARAVAN	2007
174	KENNEDY, DAWN	1G1PC5SH9B7152125	CHEV	CRUZE	2011
175	KETCHUM, LAMAR	4JGAB54E7XA118760	MERCEDES	ML500	1999
176	KEY, SAMUEL & KEY JR., SILAS	1N4AL2AP7BC147538	NISSAN	ALTIMA	2011
177	KING, OLIVIA	JS3TX92V554101770	SUZUKI	4 DR	2005
178	KIZER, DOMINIQUE	WDBTJ65J54F110316	MERCEDES	BENZ	2004
179	KRUEGER, JENNIFER	WVGAV7AX4AW533635	VOLSWAGEN	TIGUAN	2010
180	LAIRD, TERRY	3N1BC1CP6AL454386	NISSAN	VERSA	2010
181	LATCHAM, STEPHANIE LYNN	1G2WK52J73F163662	PONTIAC	GRAND PRIX	2003
182	LEE, BRANDON & LEE, PAMELA	3N1AB7AP5DL614279	NISSAN	SENTRA	2013
183	LEE, TYRONE	2G1WG5E39C1120435	CHEVY	IMPALA	2012
184	LEWIS, SHAMIA	1G6DP567750116143	CADILLAC	CTS	2005
185	LOFTON, TAMECA	1G4GE5EV0AF307163	BUICK	LACROSSE	2010
186	LOPEZ, GUSTAVO & LOPEZ, MARIA	19XFB2F81CE031055	HONDA	CIVIC	2012
187	LOPEZ, ROBERTO	3N1AB6APOBL631496	NISSAN	SENTRA	2011
188	LOVE, IRVIN	1J8GN58K28W100301	JEEP	LIBERTY	2008
189	LOVE, ISIAH	1GHDX03E6XD172034	OLDSMOBILE	VAN	1999
190	LOVERA, JOSEPH	1G2ZF58B274267639	PONTIAC	G6	2007
191	LOWE, BLAINE	1G1ND52F54M682633	CHEVY		2004
192	LUCAS, THOMAS	1C4SDJCT5DC629301	DODGE	UTILITY	2013
193	LYLE, MICHELLE	3N1AB61E89L621324	NISSAN	SENTRA	2009
194	MANJARREZ, IVETTE	1C3CCBBG8EN197783	CHRYSLER	200	2014
195	MARCHAN, ODILON	JA3AJ66F34U042059	MINISUBISHI	LANCER	2004
196	MARTINEZ, MELISSA	2C4RC1CG3DR537809	CHRYSLER	TOWN AND COUNTRY	2013
197	MARTINEZ, ROXANNE	5Y2SL65826Z421384	PONTIAC	VIBE	2006
198	MARZIANI, ROBERT	3VWSF71K46M792947	VOLKSWAGEN	JETTA	2006
199	MASON, KENNETH	WA1BV74L57D012620	AUDI	Q5	2007

200	MATHEWS, MICHAEL	WAUDH74F78N075419	AUDI	A6	2008
201	MATTHEWS, TAMARA	1J8HR78396C290710	JEEP	GRAND CHEROKEE	2006
202	MCCLAIN, KELVIN	1GNDV331X7D121105	CHEVY	VENTURE	2007
203	MCCLENDON, KEYA	1MELM50U8TA669406	MERCURY	SABLE	1996
204	MCDANIEL, JAMES	1GNEK13Z63J293473	CHEV	UTILITY	2003
205	MCKINLEY, DIONTAE	WDDNG71X77A077240	MERCEDES	S550	2007
206	MCLACHLAN, STACY	5NPET4AC4AH616947	HYUNDAI	SONATA	2010
207	MEEKS, FABIAN	1C4NJPBA4ED715347	JEEP	CHEROKEE	2014
208	MENDOZA, KIMBERLY & MENDOZA, MARIA	1G1RD6E46BU101817	CHEVY	VOLT	2011
209	MENDOZA, MICHAEL	JM3KE2CE5D0165925	MAZ	CX7	2013
210	MERRILLS, KHARI	1GNET13H462284354	CHEVY	TRAILBLAZER	2006
211	MILLER, TOMMY	2A8GM68X97R164301	CHRYSLER	PACIFICA	2007
212	MILTENBERGER, ERICA	1G1ZD5E01CF367825	CHEVY	MALIBU	2012
213	MILTON, DARCEL	1J8HG48KX6C212190	JEEP	COMMANDER	2006
214	MIMS, KORTNEY	WVWMN7AN8CE524820	VOLKSWAGON	CC	2012
215	MITCHELL, JARMEL	2MEFM75W3WX631452	MERCURY	GRAND MARQUIS	1998
216	MITCHELL, MARQUINN	2G1WK16N479159805	CHEVY	MONTE CARLO	2007
217	MITCHELL, MICHAEL	WBAFB33501LH23263	BMW	X5	2001
218	MOORE, FELITA	WA1BV74L97D052425	AUDI	Q7	2007
219	MOORE, MARQUITA	1C3CDZAB4DN653840	DODGE	AVENGER	2013
220	MOORE, TONGERRA	1FAFP53U8XG320949	FORD	TAURUS	1999
221	MORALES, ADALBERTO	1N4AL3APXDN409470	NISSAN	ALTIMA	2013
222	MORAN-VIGUNA, VIRGINIA	JA3AJ26E53U011541	MITSUBUSHI	LANCER	2003
223	MORGAN, LEWIS	1B4HS28Y6XF574822	DODGE		1999
224	MORGAN, MACELIUS	JNKC51E15M206237	INFINITI	G35	2005
225	MORRIS, SONIA	1GNEV23D39S159461	CHEVY	4DR	2009
226	MUSLEH, MUHANAD	KMHGH4JH3CU053304	HYUN	4 DOOR	2012
227	MYLES, JANICE	1FAHP35N19W188239	FORD	FOCUS	2009
228	NACO, EDI	1G6DC67A760185167	CADILLAC	SDS	2006
229	NAJERA, LIZBETH	1J4GR48K45C669776	JEEP	CHEROKEE	2005
230	NASH, ALICIA	1C4NJPBAXED757831	JEEP	CHEROKEE	2014
231	NEIL, LAUREN	JTKJF5C72C3043954	SCION	TC	2012
232	NELSON, ARMOND	1D4SE5GT4BC664328	DODGE	DURANGO	2011
233	NESBY, JOHNATHAN	2G1WN151969170500	CHEVY	MONTE CARLO	2006
234	NICKENS-SPENCER, BRANDY & SPENCER, CHADWICK	2CNALDECXB6374532	CHEVY	EQUINOX	2011
235	NOGOL, CHRISTINA	3FAHP07Z89R198378	FORD	FUSION	2009
236	NOONAN, CHRISTOPHER & PARADAY, RANDALL	2G2WS522651167043	PONTIAC	GRAND PRIX	2005
237	NORMANDY, JESSICA	WAULT68E94A121341	AUDI		2004
238	NORRY, BRITTANY	19UUA66226A064832	ACURA	TL	2006
239	NORWOOD, REGINALD	1C3CDZAB7EN226637	DODGE	AVENGER	2014

240	ORTEGO, FLORENTINO	1GKET16M756134820	GMC		2005
241	OVERALL, PATRICIA	1GYDE637340117442	CADILLAC	SRX	2004
242	PAGAN, ALEX	WDDHF8HB3AA065710	MERCEDES	350 SERIES	2010
243	PALMER, DEBBIE & PALMER, DEJUAN	5UXFB33533LH45522	BMW	5 SERIES	2003
244	PARKER, LACHANDA	3VWPG3AG3AM004109	VOLKSWAGON	BEATLE	2010
245	PASCHAL, BIRANDI & SANDERS, FRENCHA	YV1CM59H841089656	VOLVO	XC90	2004
246	PATTERSON, ERSHELITA	1G1PC5SH3B7165761	CHEV	CRUZE	2011
247	PAYNE, JARRELL	1N4AL2AP5CN469472	NISSAN	ALTIMA	2012
248	PELAEZ, JOHNNY	KL1TD6DE5BB256143	CHEVY	AVEO	2011
249	PERALTA, FELIX	2G1WC5E3XD1203126	CHEVY	IMPALA	2013
250	PEREZ, MARIA	3N1AB7AP2EL655633	NISSAN	SENTRA	2014
251	PERKINS, DAN	2G4WD532951268044	BUICK	4DR	2005
252	PERKINS, SHERICE	1YVHZ8CH9A5M31220	MAZDA	6	2010
253	PETERSON, CRYSTAL	WAUEH24B6YN014406	AUDI	A6	2000
254	PINNER, SHARON	1YVFP80C745N37207	MAZDA	4DR	2004
255	PORTERFIELD, CALVIN	1FAFP55254G145180	FORD	TAURUS	2004
256	POTASNIK, ANDREW P.	19UUA66217A028468	ACURA	TL	2007
257	POVILATIS, DARIUS	5FNRL38969B019895	HONDA	VAN	2009
258	PRICE, TIQUARIS	5N1BV28U16N101195	NISSAN	QUEST	2006
259	QUINTANA, JOSE	2G1WG5E3XC1299682	CHEVY	IMPALA	2012
260	QUITO, FREDY	1HGES16414L006301	HONDA	CIVIC	2004
261	RAINEY, WILLIE	2G4WC582X61100362	BUICK	LACROSSE	2006
262	RAMOS, MARIA	2A8GM68X27R254213	CHRYSLER	PACIFICA	2007
263	REDLIN, DONNA & REDLIN, JESSICA	JH4DC54825S014272	ACURA	RSX	2005
264	REDMOND, NANETTE	1B3LC56R28N288692	DODGE	AVENGER	2008
265	REED-DAVIS, LOISTENE	2G1WG5E39C1207915	CHEVY	IMPALA	2012
266	REYNOLDS, NAOMI	2A8HR54179R570758	CHRYSLER	TK	2009
267	RICHARDSON, JORDAN	1A4GP45R96B518026	CHRYSLER	TOWN & COUNTRY	2006
268	ROACH, COLLEEN	1GNFC13017R409883	CHEVROLET	TAHOE	2007
269	ROBERTSON, ASHLEY	1G2ZG558364256699	PONTIAC	SEDAN	2006
270	ROBERTSON, GLENN	1G6DM57N130153403	CADILLAC	CTS	2003
271	ROBINSON, EUGENE & VANPELT, RIZZO	1C3LC46B49N525264	CHRYSLER	SEBRING	2009
272	ROBINSON, GREGORY	2MEFM75W53X645168	BUICK	GRAND MARQUIS	2003
273	ROBLES, EDWIN	WP1AB29P84LA73971	PORSCHE	CAYENNE	2004
274	RODERO, CARLOS	3GNEC12047G198532	CHEVY	AVALANCHE	2007
275	RODRIGUEZ, ANA & RODRIGUEZ, ANA	1N4AL3AP8DN459574	NISSAN	ALTIMA	2013
276	ROGERS, ANDREA	5GZCZ33D17S811273	SATURN	VUE	2007
277	ROSENBLATT, ROBERT	KNDJP3A53E7104184	KIA	UNK	2014
278	ROSS, DARRICK	1G6DW677960157513	CADILLAC	STS	2006
279	ROSS, JUANITA & ROSS, SYMIA	2G1WB58N889245026	CHEVY	IMPALA	2008

280	ROSS, KELSEY	5LMFU28R81LJ24846	LINCOLN	CONTINTENTIAL	2001
281	ROUSTAN, MARYTZA	JN1AZ34E43T002177	NISSAN	350Z	2003
282	ROYAL, SHREE	1C3CDZAB1DN589739	DODGE	AVENGER	2013
283	RUANB, JAZMIN	1GNDD13S452336040	CHEVY	BLAZER	2005
284	RUCKER, ANTHONY	1FMFU18568LA04032	FORD	EXPLORER	2008
285	RUFFIN, JAMES	4JGCB65E36A014973	MERCEDES	350	2006
286	SAMPSON, AL	3FAHP0HA1AR395017	FORD	FUSION	2010
287	SANCHEE, FREDDY	1MEHM55S92A625698	MERCURY	SABLE	2002
288	SANDOVAL, DANIEL	1G1ZT63816F247111	CHEVROLET	MALIBU	2006
289	SANFORD, MALAKAH & YANCY, DANNY	1FAHP2H87DG165146	FORD	TAURUS	2013
290	SCOTT, CHRISTOPHER	1C3CCBBB0CN130239	CHRYSLER	200	2012
291	SCOTT, MELVIN	WBAGL63525DP75672	BMW	SEDAN	2005
292	SEANIOR, ANGELA & SEANIOR, NADIA	1G2ZG558764123301	PONTIAC	G6SE1	2006
293	SHAREEF, ZAHEERAH	2B3CA4CD0AH217496	DODGE	CHARGER	2010
294	SHELTON, JOHN	1G6KS54Y92U149246	CADILLAC	SEVILLE	2002
295	SIMMONS, LYNELL	JNKAY01F57M453001	INFINITI	M SERIES	2007
296	SIMPSON, ALEXISE	2G1WT57K791146718	CHEVY	IMPALA	2009
297	SIMS, LISA	KM8JN12D15U112362	HYUNDAI	TUCSON	2005
298	SKRONSKI, LYSSA	3N1AB6AP5BL665630	NISSAN	SENTRA	2011
299	SMITH, CHRISTINA	KMHEC4A46CA044987	HYUNDAI	SONATA	2012
300	SMITH, TAMIEKA	1G6KD54Y32U117922	CADILLAC	DEVILLE	2002
301	SNODDY, CURTIS	WBANE53577CW63941	BMW	525IA	2007
302	SNOW, KILETTE	3FADP4AJ6EM145002	FORD	FOCUS	2014
303	STANCIEL, ROSIE	2C3CDXBG4CH171973	DODGE	CHARGER	2012
304	STARKS, LEMERCEL	WP1AA29P29LA10889	PORSCHE	4DR HATCHBACK	2009
305	STEPHENS, DENISE	JN1DA31A93T400782	NISSAN	MAXIMA	2003
306	STEPHENS, WILLIAM	2G1WH55K039173627	CHEVROLET	IMPALA	2003
307	STEPHENSON, LAQUITA	3FADP4CJ2CM196720	FORD	FIESTA	2012
308	STEWART, GABRIEL	2G1WF52E959264564	CHEV	IMPALA	2005
309	STRICKLAND, APRYL	1C4RJFDJ3CC206121	JEEP	CHEROKEE	2012
310	SYKES, MONIQUE	2C3CDXHG3DH525412	DODGE	CHARGER	2013
311	TAYLOR, C.M.	2G2WP552961282556	PONTIAC	GRAND PRIX	2006
312	THEIR, CANDACE	2HKYF18705H566050	HONDA	PILOT	2005
313	THOMAS, DERYLL	3GNEK12Z96G106556	CHEVY	AVALANCHE	2006
314	THOMAS, LATANYA	WDBRF84J23F371815	MERCEDES	C320	2003
315	THOMAS, STACIE	1G1PC5SB0E7107851	CHEVY	CRUZ	2015
316	THORPE, MICHAEL	1G6DM57N830134153	CADILLAC	UNKNOWN	2003
317	TORRES, KRYSTINA & TORRES, PHILLIP	1G1JC5SLHC4152812	CHEVROLET	AVEO	2012
318	TORRES, PAMELA	1D4HB38N85F554103	DODGE	DURANGO	2005
319	TOWNSEND, EVE	3N1BC1CP4CK197026	NISSAN	VERSA	2012

320	TOWNSEND, JEVON	5NPEU46F47H189682	HYUNDAI	SONATA	2007
321	TREMILLO, OSCAR	1FM5K8B81EGB24354	FORD	EXPLORER	2014
322	TSIROS, PETER	1ZVBP8JZ4E5226114	FORD	GT 500	2014
323	TYLER, JOSIE	1GNDT13S762131930	CHEVROLET	TRAIL BLAZER	2006
324	URBANO, ELENA & URBANO, ELIZABETH	1G1JF12F447201884	CHEVY		2004
325	VANPELT, KIMYA	2T1BU4EE5BC629089	TOYOTA	COROLLA	2011
326	VARGA, OLIVER	4T3ZF13C2XU094972	TOYOTA	VAN	1999
327	VAUGHN, RHONDA	5NPDH4AE7DH191565	HYUNDAI	ELANTRA	2013
328	VELASCO, MARIA	1N4AL2AP0AN451930	NISSAN	MAXIMA	2010
329	VILLA, MARIA	5XYKW4A22DG395930	KIA	SORRENTO	2013
330	VINITSKY, SHOLOM	5NPDH4AE8CH090792	HYUNDAI	ELANTRA	2012
331	WADE, DANITA	4M2CU87198KJ28570	MERCURY	MARINER	2008
332	WALLACE, SANDRA	3GSDL43N28S629209	SATURN	VUE	2008
333	WALTON, CIJI	SALSK254X8A122759	LAND ROVER		2008
334	WAMBAJA, HARRY	2G1WB58K589163681	CHEV	IMPALA	2008
335	WARD, DEWEY	1GNEK13Z32J165349	CHEVROLET	TRUCK	2002
336	WASHINGTON, MALAIKA	3G5DB03E02S593297	BUICK	RENDEZVOUS	2002
337	WASHINGTON, ROBERTA	1J8HR78377C659355	JEEP	CHEROKEE	2007
338	WATSON, ROBERT	1D3HU18Z32J160619	DODGE	RAM	2001
339	WATSON, VICTOR	2G1WT55K869197922	CHEVY	IMPALA	2006
340	WEBB, SHANIQUA	1G1ZB5EB9A4116339	CHEVROLOET	MALIBU	2010
341	WEBSTER, LEO	YV1CY592651148074	VOLVO	TK	2005
342	WELLS, COLBY	2G2WS522541356281	PONTIAC	GRAND PRIX	2004
343	WHITE, KRISTINE	WBAKB8C5XBC782429	BMW	750IL	2011
344	WIEDERHOLD, LISA	JN8AS5MT0DW513790	NISSAN	ROGUE	2013
345	WIGGINS JR., HENRY	WDDDJ75X96A044228	MERCEDEZ	CLS500	2006
346	WILLIAMS, BETTY	1FAHP2KT6DG149680	FORD	TAURUS	2013
347	WILLIAMS, GABRIELLE	4T1BF3EK6BU768074	TOYOTA	CAMRY	2011
348	WILLIAMS, ROSEMARIE	KL4CJBSB5DB208982	BUICK	SPORTWAGON	2013
349	WILLIAMS, TRACY	2C3AA63H15H519037	CHRYSLER	300	2005
350	WILLIS, SUSAN	WBAHL83517DT08682	BMW	750Z	2007
351	WILSON, BARBARA	1G1ZC5EB2A4144870	CHEVY	MALIBU	2010
352	WINSTON, RAPHAEL	3LNHM26T98R660422	LINCOLN	MKX	2008
353	WOODARD, ROBERT	1C4NJCBA5DD130574	JEEP	COMPASS	2013
354	WOODS, MARISA	JTDKTUD35CD530134	TOYOTA	YARIS	2012
355	WOOLDRIDGE, MITCHELL & WOOLDRIDGE, RICHARD	1G1PE5SBXD7258723	CHEVY	CRUZE	2013
356	WRIGHT, KENNETH	1GKEV33778J172408	GMC	ARCADIA	2008

**STIPULATION EXHIBIT B –**

**Proposed Notice**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MANUEL BARRIOS, et al.,

*Plaintiffs,*

v.

THE CITY OF CHICAGO,

*Defendant.*

No. 1:15-cv-02648

Honorable Joan B. Gottschall

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND FINAL FAIRNESS HEARING**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE IS TO INFORM YOU  
OF A PROPOSED SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.**

A federal court authorized this notice.

This is not a solicitation from a lawyer or a notice of a lawsuit against you.

**You may be entitled to a payment if you are a member of the Settlement Class that is described in this Notice.** The proposed Settlement Agreement is with the City of Chicago, which has agreed to create a Four Million Nine Hundred and Fifty Thousand Dollar and Zero Cents (\$4,950,000.00) cash Settlement Fund from which 356 eligible individuals may receive cash payments. If you are one of the persons who owned one of the 356 vehicles, the cash payment you are presumably entitled to has been determined using data from Kelley Blue Book and by considering the fair market value of your vehicle at the time it was seized.

You may be a member of the Settlement Class if you owned one of the 356 vehicles that were impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with your finance company (lienholder) or lessor of the vehicle and demanded that company take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) you were permanently deprived of your vehicle due to the lienholder taking possession of your vehicle; or (2) you were temporarily deprived of the use and possession of your vehicle.

You can confirm that you are one of the persons eligible under the above definition by seeing if your name appears on the list of “owners” at [www.impoundclass.com/Owners](http://www.impoundclass.com/Owners).

## **BASIC INFORMATION**

### **Why Did I Get This Notice?**

You received this Notice either because: (i) you requested it; or (ii) City of Chicago records indicate that you may have been the owner of a vehicle impounded by the Chicago Police Department during the Settlement Class Period for a narcotics related offense. If you were the owner of such a vehicle, you may be a member of the Settlement Class.

### **What Is The Lawsuit About?**

The lawsuit claims that the Chicago Police Department wrongfully engaged in a purported policy, pattern and/or practice of depriving owners of vehicles seized for potential drug-related offenses by contacting the finance company (lienholder) or lessor of the vehicle and then transferring the vehicle to the those companies without providing the owner of the vehicle with a forfeiture hearing or equal opportunity to recover their vehicle in violation of the owner's due process rights.

By agreeing to the proposed settlement described in this Notice, Defendant makes no admission as to the truth of these allegations, and it denies any and all wrongdoing.

### **What Is A "Lienholder"?**

A lienholder is a lender that legally has an interest in your property until you pay it off in full. The lender — which can be a bank, financial institution or private party — holds a lien, or legal claim, on the property because they lent you the money to purchase it.

### **How Do I Submit A Claim?**

Attached to this Notice is a Claim Form. YOU MUST FILL OUT AND SIGN THE CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR, BY U.S. MAIL, FAX, HAND DELIVERY OR E-MAIL (IN PDF FORMAT):

**Barrios et al. v. City of Chicago**  
**c/o JND Legal Administration**  
**P.O. Box 91209**  
**Seattle, Washington 98111**  
**Toll Free: 1-888-383-0341**  
**Email: [info@impoundclass.com](mailto:info@impoundclass.com)**  
**Website: [www.impoundclass.com](http://www.impoundclass.com)**

**THE PROOF OF CLAIM FORM MUST BE RECEIVED ON OR BEFORE \_\_\_\_\_ [INSERT DATE]. IF YOU DO NOT SUBMIT YOUR SIGNED CLAIM FORM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE**

**WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND.**

**You must complete the Proof of Claim Form in order to be eligible to receive any benefit from the Settlement, and the Claim Form must be received on time and in accordance with this Notice.** Be advised that in some instances, the Claims Administrator may require you to submit written documentation supporting your Proof of Claim. If you are part of the Class and do nothing, you will not be paid anything and lose your right to bring a separate lawsuit.

As a Settlement Class member, you will be bound by all proceedings, orders and judgments entered in connection with the proposed settlement and Settlement Agreement, including the release, covenant not to sue, and dismissal with prejudice described below.

**What If I Do Not Want To Be Part Of The Settlement?**

If you do not want to be a member of the Settlement Class and participate in the proposed Settlement, then you must send a signed statement to that effect that includes your name, address, and telephone number to the Claims Administrator identified above.

**TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED AND SIGNED OPT OUT NOTICE MUST BE RECEIVED BY THE CLAIMS ADMINISTRATOR BY NO LATER THAN [INSERT DATE]. IF IT IS NOT RECEIVED BY THE CLAIMS ADMINISTRATOR BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.**

If you choose to opt out of the settlement and the Settlement Class, you will not receive any payment under the proposed settlement and your claims will not be released. You will also not be allowed to comment on or object to the proposed Settlement.

**Are There Any Limits On The Amount I Can Recover?**

A Claims Administrator hired by Class Counsel will administer the settlement. The Claims Administrator will review all claims and determine whether they are valid.

Eligible individuals may receive a one-time payment of up to the fair market value of their vehicle when it was seized. The total amount of money available from the Settlement Fund for approved claims is limited to \$4,950,000.00, minus Attorneys' Fees, incentive payments to the named Plaintiffs, and Administrative Expenses. If this limit is reached or exceeded, your claim will be pro-rated based on the number of Class Members who file valid and timely Proofs of Claim.

If the number of valid and timely claims submitted is less than the funds available for the payment of claims, then the difference between the total amount of approved claims and the Settlement Fund will be paid to the City of Chicago.

### **How Is The Validity Of A Claim Determined?**

A Claims Administrator will determine whether a claim is timely, valid and payable from the Settlement Fund based on information you provide on the Claim Form and supporting documentation that you provide, as well as information provided by the City. The Claims Administrator has complete and final authority to determine whether a claim shall be valid and paid, and its decision shall be final. In the event that your claim is denied, you will be granted an additional seven (7) days to provide additional documentation to support your claim. The denial of a claim can be appealed to the District Court. If your claim is denied, the Claims Administrator will provide you with information regarding how to appeal that denial.

### **Who Are The Attorneys Appointed To Represent The Settlement Class?**

The Court has appointed the following attorneys as Class Counsel to represent the Settlement Class:

Edward R. Moor  
Moor Law Office, P.C.  
One North LaSalle Street, Suite 600  
Chicago, Illinois 60602

Paul J. Lytle  
Lytle & Milan, LLC  
1142 W. Madison St., Suite 306  
Chicago, Illinois 60607

### **How Will The Lawyers Be Paid?**

Since the lawsuit began on March 28, 2015, the attorneys representing the Settlement Class have devoted substantial resources and expenditures in pursuing the claims raised in this litigation on behalf of Plaintiffs and the Settlement Class Members purely on a contingent fee basis, and these law firms have received no compensation for their services or reimbursement of their expenses. As part of the proposed Settlement, Class Counsel will ask the Court to approve an amount of attorneys' fees not to exceed 33% or \$1,650,000.00 of the Settlement Fund and for reimbursement of expenses.

### **Should I Get My Own Lawyer?**

You do not need to hire your own lawyer, but you are free to do so. However, if you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance. Hiring a lawyer to appear for you in the lawsuit will be at your own expense.

**COMMENTING ON THE PROPOSED SETTLEMENT**

**Can I Comment On, Or Object To, The Proposed Settlement?**

If you have comments about, or disagree with, any aspect of the Proposed Settlement, you may express your views to the Court in writing. The written response should include your name, address, telephone number and a brief explanation of your comment or reason for objection. Your written response must clearly identify any and all witnesses, along with their testimony, documents, and other evidence of any kind that you anticipate will be presented at the Final Approval Hearing. The document must be signed to ensure the Court's review. The response **must be received on or before \_\_\_\_\_ [INSERT DATE]**, and mailed to

Clerk of Court  
Everett McKinley Dirksen United States Courthouse  
219 South Dearborn Street  
Chicago, Illinois 60604

Your document must clearly state that it relates to Civil Action Number 15-cv-02648.

You must also send a copy of your comment or objection by first class mail to one of the attorneys for the Settlement Class listed above and to one of the attorneys for the Defendants listed below, not later than \_\_\_\_\_ **[INSERT DATE]**:

Allan T. Slagel  
Jonathan B. Amarilio  
Anne L. Yonover  
Taft Stettinius & Hollister LLP.  
111 E. Wacker Drive, Suite 2800  
Chicago, Illinois 60601

**Dismissal With Prejudice, Approval Of The Proposed Settlement And Release Of Claims**

If the Court approves the proposed Settlement, it will enter a judgment dismissing the litigation with prejudice as to all claims against Defendant. In addition, Defendant will receive from the Settlement Class (except for those persons that have timely opted out of the Settlement) a release and discharge of all claims, demands, actions, suits, and causes of action that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against any Defendant, in any forum, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised in the litigation.

This means that all Settlement Class Members who have not opted out of the settlement will be forever barred from bringing, continuing, or being part of any claim or lawsuit against the City of Chicago, or the Chicago Police Department or their employees, personnel, or representatives, relating to the impoundment of their vehicles. If you fall within the class definition and do not want to be prevented from bringing, continuing or being a part of such a lawsuit, you must exclude yourself from the Settlement Class and proposed Settlement as explained above.

### **The Court's Final Approval Hearing**

The U.S. District Court will hold a Final Approval Hearing on \_\_\_\_\_ **[INSERT DATE]** at \_\_\_\_\_ .m to consider whether the proposed Settlement is fair, reasonable, and adequate. At the Hearing, the Court may decide whether to approve the proposed Settlement and the request for attorneys' fees and reimbursement of expenses. If comments or objections have been timely received, the Court will consider them at that time.

Note: The Hearing may be postponed to a different date without additional notice. Updated information will be posted on the settlement website, [www.impoundclass.com](http://www.impoundclass.com).

### **Must I Attend The Final Approval Hearing?**

Attendance is not required, even if you properly mailed a written response. If you or your personal attorney still wants to attend the Hearing, you are welcome to do so in person at your expense, or you may contact the Claims Administrator at 1-888-383-0341 or by email at [info@impoundclass.com](mailto:info@impoundclass.com), or you may contact Class Counsel, to obtain the information necessary to attend by telephone and/or a Zoom videoconference and avoid a personal appearance. However, it is not necessary that either of you attend either in person or by phone or video. As long as your comment or objection was received before the deadline, the Court will consider it.

If you want your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit Civil Action Number: 15-cv-02648, and must state that you wish to enter an appearance at the Final Approval Hearing. It also must include your name, address, telephone number, and signature. Your Notice of Appearance **must be received on or before** \_\_\_\_\_ **[INSERT DATE]**. You cannot speak at the Hearing if you ask to be excluded from the Proposed Settlement Class or are not submitting a Claim Form now.

The Notice of Appearance must be filed with the Court at the following address:

Clerk of Court  
Everett McKinley Dirksen United States Courthouse

219 South Dearborn Street  
Chicago, Illinois 60604

The Notice of Appearance must be filed using the following Civil Action Number: 15-cv-02648.

**GETTING MORE INFORMATION**

**Where Do I Obtain More Information?**

You can look at and copy the legal documents filed with the Court at any time during regular business hours at the Office of the Clerk of Court, Clerk of Court Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, 20<sup>th</sup> Floor, Chicago, Illinois 60604.

In addition, if you have any questions about the lawsuit or this Notice, you may:

- Contact the Claims Administrator at: 1-888-383-0341 or by email at [info@impoundclass.com](mailto:info@impoundclass.com).
- Visit the website, at [www.impoundclass.com](http://www.impoundclass.com).

**DO NOT CONTACT THE JUDGE OR HER STAFF.**

**STIPULATION EXHIBIT C -**

**Proposed Summary Notice**



**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Barrios, et al. v. The City of Chicago*  
Case No. 15-cv-2648 (N.D. Ill.) (J. Gottschall)

You may be a member of the settlement class if you are one of the owners of 356 vehicles (estimated) that were impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) you were permanently deprived of your vehicle due to the lienholder taking possession of your vehicle; or (2) you were temporarily deprived of the use and possession of your vehicle. As a member of the settlement class, you may be entitled to a payment up to the fair market value of your vehicle at the time it was seized, provided you file a timely claim in accordance with this notice.

**You can determine if you are one of the persons eligible under the above definition by seeing if your name appears on the list of “owners” at [www.impoundclass.com/Owners](http://www.impoundclass.com/Owners).**

**PLEASE READ THIS NOTICE. IT DESCRIBES YOUR RIGHTS WITH RESPECT TO THE SETTLEMENT OF A LAWSUIT.**

**If you are a class member, you can: (1) participate in the settlement; (2) exclude yourself from the settlement; (3) object to the settlement; or (4) enter an appearance in the lawsuit, either by yourself or through a lawyer. To exercise any of these options, you must take certain actions immediately.**

**To participate in the settlement, you must submit a claim form, which you can obtain by requesting one from JND Legal Administration. You must completely fill out the claim form, which is subject to verification, and affirm under penalty of perjury that you are a class member who is entitled to take part in the settlement. In some instances, you may be required to supply supporting documentation. Claim forms must be mailed to the address listed on the form and received by the Claims Administrator no later than \_\_\_\_\_. A claim that is not received by \_\_\_\_\_ will not be considered. Each class member may submit only one claim form.**

**If you want to be excluded from the settlement, object to the settlement or enter an appearance in the lawsuit, you can obtain the instructions for doing so from the Settlement Claims Administrator, and must comply with the instructions on or before \_\_\_\_\_. You must request exclusion from the class, file your objection to the settlement or have your attorney file an appearance in the case no later than \_\_\_\_\_. All documents are considered filed when they are received by the Claims Administrator or the Clerk of the Court. Requests for exclusion that are received after \_\_\_\_\_ will not be considered.**

**If you do nothing, you cannot participate in the settlement or sue Defendant on your own.**

**A hearing on the fairness of the settlement is set for \_\_\_\_\_ at \_\_\_\_:\_\_\_\_ a.m./p.m. in Room 2325 of the Dirksen Federal Courthouse, 219 South Dearborn Street,**

**Chicago, Illinois. You may attend the hearing but are not required to do so to participate in the settlement. If you wish to attend you may attend in person, by telephone or by Zoom videoconference.**

You can obtain a more complete description of the settlement by reviewing the file for this case at the Office of the Clerk of the Court, Dirksen Federal Courthouse, 219 South Dearborn Street, 20th Floor, Chicago, Illinois or by contacting class counsel. Further information is also located at the following website: [www.impoundclass.com](http://www.impoundclass.com). **DO NOT CONTACT THE JUDGE OR HER STAFF.**

26097840.5

**STIPULATION EXHIBIT D -**

**Proposed Proof of Claim**

**PROOF OF CLAIM FORM**

*Barrios, et al., v. The City of Chicago*, Case No. 15-cv-2648 (N.D. Ill.) (J. Gottschall)

Inventory No.: _____ VIN: _____ Date Towed: _____   BAR CODE 104XX000001  Name Address	If you are a member of the Settlement Class, as defined below, then in order to receive any money from the settlement fund, you must return this form, <b><u>received no later than</u></b> _____, to the following address:  [INSERT CLAIMS ADMINISTRATOR INFO]
---	--

**DO NOT SUBMIT YOUR CLAIM FORM TO THE COURT**

Pursuant to Court Order, this is a Proof of Claim Form, which must be properly and timely filled out, signed and returned in order for you to receive any payment as a result of the Settlement of *Barrios, et al., v. The City of Chicago*. Pursuant to the Settlement, members of the Settlement Class are entitled to receive a payment. The Settlement Class consists of:

Named owners of 356 vehicles (estimated) that were impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) the vehicle owner was permanently deprived of his or her vehicle due to the lienholder taking possession of the vehicle; or (2) the vehicle owner was temporarily deprived of the use and possession of his or her vehicle.

You can determine if you are one of the persons eligible under the above definition by seeing if your name appears on the list of “owners” at [www.impoundclass.com/Owners](http://www.impoundclass.com/Owners).

The completed Claim Form and any information submitted with it are confidential and will be used only for the purposes of administering the Settlement. No other Class Member will see this information.

<b><u>CLAIMANT INFORMATION</u></b>																			
Class Member's Name (if different from above)																			
Street Address (if different from above)															Floor/Suite				
City										State					Zip Code				
Telephone Number and/or E-Mail Address (if available)																			

I hereby affirm and attest under penalty of perjury that I was the registered owner of the above-referenced vehicle at the time that it was towed or impounded by the Chicago Police Department, and that the tow or impound occurred between March 28, 2013 and August 1, 2015. I further affirm and attest under penalty of perjury that I was unable to redeem my vehicle and that the VIN number, Inventory number, and date towed listed at the top of this Proof of Claim form are accurate.

As a member of the Settlement Class, I will be subject to and bound by the terms of the Release contained in the Settlement Agreement and Final Judgment Order, which provides that:

Upon entry of the Final Judgment and Order, each Released Party individually, completely, voluntarily, knowingly, unconditionally, and forever releases and discharges Settlement Class Members and Settlement Class Counsel from any and all claims, whether such claims are direct or derivative, arising under federal, state or other law, known or unknown, accrued or unaccrued related to the Settled Claims., defined above as those claims that arise out of, or in connection with the towing, ticketing, impoundment, temporary deprivation, or release of, or loss or damage to, the Releasing Party's vehicle by the City from March 28, 2013 through August 2, 2015.

I acknowledge reading the release above and certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STIPULATION EXHIBIT E -**

**Proposed Preliminary Approval Order**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MANUEL BARRIOS, et al.,

*Plaintiffs,*

v.

THE CITY OF CHICAGO,

*Defendant.*

No. 1:15-cv-02648

Honorable Joan B. Gottschall

**[PROPOSED] AMENDED PRELIMINARY APPROVAL ORDER**

Plaintiffs Manuel Barrios (“Barrios”), Brandon Fuller (“Fuller”), Savannah Washington (“Washington”), (collectively, “Plaintiffs”), having filed a Motion for Preliminary Approval of Class Action Settlement (the “Motion”), seeking an order: (1) granting preliminary approval of the proposed settlement of the Litigation (the “Settlement”), in accordance with the Stipulation and Agreement of Settlement (the “Stipulation”) entered into by the Parties; (2) the conditional certification of a settlement class; (3) approval of the proposed notice plan and Claims Administrator; (4) the appointment of the named Plaintiffs as representatives of the proposed settlement class; and (5) the appointment of Settlement Class Counsel;

The Court being fully advised;

After review and consideration of the Stipulation and the Motion filed with the Court and the Exhibits annexed thereto, and after due deliberation, IT IS HEREBY ORDERED that:

1. The Court, for purposes of this order (the “Preliminary Approval Order”), adopts all defined terms as set forth in the Stipulation.

2. The Court hereby conditionally certifies, solely for purposes of effectuating the Settlement, a Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) (“Rule 23”) consisting of owners of 356 vehicles that were impounded by the City of Chicago under Chicago

Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) the vehicle owner was permanently deprived of his or her vehicle due to the lienholder taking possession of the vehicle, or (2) the vehicle owner was temporarily deprived of the use and possession of his or her vehicle (the “Settlement Class”).

3. Pursuant to Rule 23(b)(3) and for purposes of settlement only, Barrios, Washington, and Fuller are appointed as Settlement Class Representatives.

4. With respect to the Settlement Class, this Court expressly finds and concludes provisionally and for settlement purposes only that the requirements of Rule 23(b)(3) are satisfied as: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class members in the Litigation is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Class; (d) the Settlement Class Representatives and their counsel have fairly and adequately represented and protected the interests of all the Settlement Class members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Settlement Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Class; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Litigation.

5. Edward R. Moor of Moor Law Offices, P.C. and Paul J. Lytle of Lytle & Milan, LLC are appointed as Settlement Class Counsel and are authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Stipulation or such other acts that are reasonably necessary to consummate the proposed Settlement set forth in the Stipulation.

6. This Court approves the Settlement as set forth in the Stipulation as appearing to be within the range of fairness, reasonableness, and adequacy. This preliminary approval is subject to the right of any Settlement Class Member to challenge the fairness, reasonableness, and adequacy of the Stipulation, or the fairness and adequacy of their representation by Settlement Class Counsel, and to show cause, if any exists, why a final judgment dismissing the Litigation based on the Stipulation should not be ordered herein after due and adequate notice to the Settlement Class has been given in conformity with this Order.

7. A hearing (the “Final Hearing”) pursuant to Rule 23(e) is hereby scheduled to be held before the Court on \_\_\_\_\_ at \_\_\_\_ a.m./p.m. for the following purposes:

- a. to determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class;
- b. to determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Litigation with prejudice and extinguishing and releasing all Settled Claims (as defined in the Stipulation);
- c. to determine whether the Settlement Class should be certified;
- d. to approve Plaintiffs as the class representatives of the Settlement Class;
- e. to rule on Settlement Class Counsel’s request for an award of Attorneys’ Fees;
- f. to determine whether a Final Order approving the Settlement and Stipulation, and entry of a Final Judgment, dismissing the Litigation as provided in the Stipulation, should be entered; and



g. to rule on such other matters as the Court may deem appropriate.

8. The Court reserves the right to continue or adjourn the Final Hearing or any part thereof, including the consideration of the application for attorneys' fees and reimbursement of expenses, without further notice of any kind to Settlement Class Members.

9. The Court reserves the right to approve the Settlement at or after the Final Hearing with such modification as may be consented to by the Parties to the Stipulation and without further notice to the Settlement Class.

10. The City has provided the information from its files required by the Claims Administrator to send Notice consistent with the provisions of the Stipulation to the persons who can be identified through those same records. The Claims Administrator is directed to provide written Notice to all members of the Settlement Class within forty-two (42) days of the entry of this order and subsequent City Council approval, substantially in the form agreed to by the Parties, and attached to the Stipulation as Exhibit B. All Notices shall be accompanied by a Proof of Claim, in the form attached as Exhibit D to the Stipulation, and postage pre-paid return envelope. The Claims Administrator is directed to conduct address checks and resend any Notices that are returned to the Claims Administrator as "undeliverable" in accordance with Section 8.3 (e) of the Stipulation. The Claims Administrator is directed to issue a Second Notice, Proof of Claim Form, and postage pre-paid envelope in accordance with Section 8.3(f) of the Stipulation to any Settlement Class Member who fails to submit a Proof of Claim.

11. The Claims Administrator shall publish the Summary Notice, in the form attached to the Stipulation as Exhibit C, within forty-two (42) days after entry of the Preliminary Approval Order and subsequent City Council approval.

12. Settlement Class Counsel and/or the Claims Administrator shall file with the Court, no later than fourteen (14) days prior to Final Approval Hearing, affidavits or declarations

describing the efforts taken to comply with this Order and stating that the mailing of the Notice and publication of the Summary Notice have been completed in accordance with the terms of this Order.

13. The Court approves the form and method of Notice specified herein and in Section 9.1 of the Stipulation, and finds that the Notice defined herein is the best notice practicable and shall constitute due and sufficient notice to all persons and entities entitled to receive such notice and fully satisfies the requirements of due process and of Rule 23(b)(3).

14. The Court further approves the Publication of the Summary Notice pursuant to Section 9.2 of the Stipulation, and finds that the Summary Notice constitutes the best and most practical notice, and shall constitute due and sufficient notice to all persons and entities entitled to receive such notice and fully satisfies the requirements of due process and of Rule 23(b)(3).

15. The Court approves the Proof of Claim Form attached to the Stipulation as Exhibit D.

16. Any member of the Settlement Class who objects to the Settlement, the representation of the Settlement Class by Settlement Class Counsel, and/or the request by Settlement Class Counsel for Attorneys' Fees, or who otherwise wishes to be heard, may appear in person, by telephone and/or Zoom videoconference or by his or her attorney at the Final Hearing and present evidence or argument that may be proper or relevant; provided, however, that no person or entity other than the Parties and their counsel shall be heard, and no papers, briefs, pleadings, or other documents submitted by any person or entity shall be considered by the Court, unless not later than one hundred and nineteen (119) days after entry of this Order and subsequent City Council approval, such person or entity files with the Court and serves upon counsel listed below: (i) a written notice of intention to appear; (ii) a statement of such person's

or entity's objections to any matters before the Court; and (iii) the grounds therefor or the reasons that such person or entity desires to appear be heard, as well as all documents or writings such person or entity desires the Court to consider and the names of any and all witnesses, along with their testimony that such person or entity desires the Court to consider. Such filings shall be served upon the Court and the following Counsel:

Edward R. Moor  
Moor Law Office, P.C.  
One North LaSalle Street, Suite 600  
Chicago, Illinois 60602

Paul J. Lytle  
Lytle & Milan, LLC  
1142 W. Madison St., Suite 306  
Chicago, Illinois 60607  
***Counsel for Plaintiffs and Settlement Class Members***

and

Allan T. Slagel  
Jonathan B. Amarilio  
Anne L. Yonover  
Taft Stettinius & Hollister LLP.  
111 E. Wacker Drive, Suite 2800  
Chicago, Illinois 60601  
***Counsel for Defendant***

17. Any person or entity falling within the definition of the Settlement Class may, upon request, be excluded from the Settlement and the Settlement Class. Any such person or entity must submit to the Claims Administrator a request for exclusion ("Request for Exclusion") and which must be received by the Claims Administrator within one hundred and nineteen (119) days after entry of this Order and subsequent City Council approval. A Request for Exclusion must state: (i) the name, address, and telephone number of the person or entity requesting exclusion; and (ii) that the person or entity wishes to be excluded from the Settlement Class. All persons or entities who submit valid and timely Requests for Exclusion in the manner set forth in

this paragraph shall have no rights under the Stipulation and shall not share in the distribution of the Settlement proceeds. All persons or entities who submit valid and timely Requests for Exclusion may not comment on or object to the proposed Settlement.

18. Any Settlement Class Member who wishes to participate in the Settlement Fund must submit a valid Proof of Claim to the Claims Administrator, at the location indicated in the Notice, received not later than one hundred and nineteen (119) days after entry of this Order and subsequent City Council approval. To be valid, a Proof of Claim must: (i) be completed in a manner that permits the Claims Administrator to determine the eligibility of the Person submitting the Claim to participate in the Settlement; (ii) include the release by the Claimant of all Defendant Releasees as set forth in the Stipulation; and (iii) be signed with an affirmation that the information is true and correct. Any Settlement Class Member who does not submit a valid and timely Proof of Claim shall be forever barred from receiving any payments from the Settlement Fund, but shall in all other respects be subject to and bound by the provisions of the Stipulation and the Order and Final Judgment, if entered.

19. If this Settlement is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof) made with the consent of the Parties as provided for in the Stipulation, any class certification herein, and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein): (i) shall be without prejudice, and none of the terms shall be effective or enforceable; (ii) the Settlement Consideration plus any accrued interest, less fifty percent (50%) of the costs of Administrative Expenses that have been incurred or expended pursuant to the terms of the Stipulation, shall be returned to the City of Chicago within twenty-one (21) days following non-approval of the Settlement; (iii) the Parties shall revert to their Litigation positions

immediately prior to the execution of the Stipulation; and (iv) the facts and terms of the Stipulation and this Settlement shall not be admissible in any trial of this Litigation.

20. All proceedings in the Litigation, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination whether the Settlement should be approved.

21. Pending final determination of whether the Settlement should be approved, neither Plaintiffs nor any Settlement Class Member either directly, in a representative capacity, a derivative capacity, or in any other capacity, shall commence, maintain, or prosecute any other action or proceeding in any court or tribunal against any of the Released Parties asserting any of the Settled Claims or claims that could have been brought in this Litigation.

22. Neither this Order, the Motion, the Stipulation, any provisions contained in the Stipulation, any negotiations, statements, or proceedings in connection therewith, nor any action undertaken pursuant thereto shall be construed as, or deemed to be evidence of, an admission or concession on the part of the City or any other person of any liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiffs, any member of the Settlement Class, or any other person, has suffered any damage.

23. Any Party making submissions to the Court in support of approval of the Settlement or in support of Settlement Class Counsel's request for Attorneys' Fees shall do so prior to the Final Approval Hearing.

24. The passage of title and ownership of the Settlement Consideration to the Settlement Escrow Account in accordance with the terms of the Stipulation is approved. The City is authorized and directed to fund the Settlement Escrow Account in accordance with the terms of the Stipulation.

25. No person or entity that is not a Claimant, Settlement Class Representatives, Settlement Class Counsel, or persons or entities involved in the Claims Administration Process in this Litigation shall have any right to any portion of, or in the distribution of, the Settlement Consideration unless otherwise ordered by the Court or otherwise provided in the Stipulation.

26. The Court may, for good cause, extend any of the deadlines set forth in this Order without further Notice to Settlement Class Members.

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**THE HONORABLE JOAN B. GOTTSCHALL**

Dated:

27317900.1

**STIPULATION EXHIBIT F -  
Proposed Final Judgment Order**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MANUEL BARRIOS, et al.,

*Plaintiffs,*

v.

THE CITY OF CHICAGO,

*Defendant.*

No. 1:15-cv-02648

Honorable Joan B. Gottschall

**[PROPOSED] FINAL JUDGMENT AND ORDER**

Plaintiffs Manuel Barrios (“Barrios”), Brandon Fuller (“Fuller”), Savannah Washington (“Washington”), (collectively, “Plaintiffs”), and Defendant the City of Chicago (the “City”) having filed their respective Motions for Final Approval of Class Action Settlement (collectively, the “Motions”) seeking an order granting final approval of the proposed settlement of the Litigation (the “Settlement”), in accordance with the Stipulation and Agreement of Settlement (the “Stipulation”) entered into by the Parties;

Plaintiffs having also filed the Affidavit of the Settlement Claims Administrator (the “SCA Affidavit”) and the Affidavit of Settlement Class Counsel (“SCC Affidavit”).

Due and adequate notice having been given to the Settlement Class; and

The Court being fully advised;

After review and consideration of the Stipulation, the Motions, the SCA Affidavit, and the SCC Affidavit, all other pleadings filed with the Court and the Exhibits annexed thereto, any comments received regarding the proposed Settlement, and having reviewed the entire record in the Litigation and good cause appearing, after due deliberation, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:



1. The Court, for purposes of this Final Judgment and Order (the “Order”), adopts all defined terms as set forth in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Litigation, Plaintiffs, the Settlement Class Members, and the City.

3. The Court finds that the distribution of the Notice and Proof of Claim form, and publication of the Summary Notice of Proposed Class Action Settlement, as provided for in the Preliminary Approval Order, constituted the best notice practicable under the circumstances to apprise all Persons within the definition of the Settlement Class of the pendency of the Litigation and their rights in it, the terms of the proposed Settlement of the Litigation, and afforded Settlement Class Members with an opportunity to present their objections, if any, to the Settlement. The Court finds that the provision of Notice to the Settlement Class Members fully met the requirements of Federal Rule of Civil Procedure 23 (“Rule 23”) due process, the United States Constitution, and any other applicable law.

4. The Court finds that all Persons within the definition of the Settlement Class have been adequately provided with an opportunity to remove themselves from the Settlement Class by executing and returning a Request for Exclusion.

5. The Court provides final approval of the prior provisional certification of the Settlement Class pursuant to Rule 23(b)(3) consisting of owners of 356 vehicles that were impounded by the City of Chicago under Chicago Municipal Code § 7-24-225 for a State of Illinois drug related offense where the seizure did not result in forfeiture of the vehicle and the City of Chicago initiated contact with the lienholder of the vehicle and demanded that the lienholder take possession of the vehicle, during the period of March 28, 2013 through August 1, 2015, and as a result: (1) the vehicle owner was permanently deprived of his or her vehicle due

to the lienholder taking possession of the vehicle, or (2) the vehicle owner was temporarily deprived of the use and possession of his or her vehicle (the “Settlement Class”). Pursuant to Rule 23(b)(3), Barrios, Washington, and Fuller are approved as Settlement Class Representatives.

6. With respect to the Settlement Class, this Court expressly finds and concludes that the requirements of Rule 23(b)(3) are satisfied as: (a) the Settlement Class Members are so numerous that joinder of all Settlement Class members in the Litigation is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Class; (d) the Settlement Class Representatives and their counsel have fairly and adequately represented and protected the interests of all the Settlement Class members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Litigation.

7. After hearing, and based upon the submission of the Parties, the Motions are granted. This Court approves the Settlement as set forth in the Stipulation, each of the releases, and other terms as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties to the Stipulation are therefore directed to consummate and perform its terms.

8. In order to consummate the terms of the Stipulation, the Court hereby authorizes and directs the Claims Administrator to make payments from the Settlement Escrow Account in accordance with the timing set forth below:

<b>Payee</b>	<b>Amount</b>	<b>Purpose</b>	<b>Date</b>
Edward R. Moor Moor Law Office, P.C. One N. LaSalle Street, Suite 600 Chicago, IL 60602	TBD	Attorneys' Fees, costs	Within 31 days of entry of the Final Judgment and Order
Manuel Barrios	TBD	Incentive Payment	32 days after entry of the Final Judgment and Order
Savannah Washington	TBD	Incentive Payment	32 days after entry of the Final Judgment and Order
Brandon Fuller	TBD	Incentive Payment	32 days after entry of the Final Judgment and Order
Claimants	Amount determined by Assigned Value or pro rata reduction	Settlement for filing valid and timely Proof of Claim	32 days after entry of the Final Judgment and Order
The City of Chicago	Amount to be determined based on payments to Claimants	Reversion of remaining funds	119 days after payments to Claimants

9. Except as to any individual claim of those Persons (identified in Exhibit 1 hereto) who have validly and timely requested exclusion from the Settlement Class, the Litigation, and

all claims contained therein, as well as all of the Settled Claims, are dismissed with prejudice as to Plaintiffs and other Settlement Class Members. The Parties are to bear their own costs, except as provided in the Stipulation. By operation of the Final Judgment and Order and under the terms of the Stipulation and releases therein, it is intended to preclude, and shall preclude, Plaintiffs and all other Settlement Class Members from filing or pursuing any Settled Claims under federal law or the law of any state.

10. Plaintiffs' Second Amended Complaint is dismissed on the merits, with prejudice as to Settlement Class Members extinguishing all claims, rights, demands, and causes of action which might have been asserted therein by: (i) Plaintiffs on behalf of themselves or the Settlement Class; and (ii) all Settlement Class Members, and discharging the City therefrom.

11. Persons in the Settlement Class who have not filed timely and valid Requests for Exclusion from the Class, pursuant to the procedures described in Section 7.1, whether or not they file a Proof of Claim within the time provided for, shall be barred from asserting any Settled Claims, and all Settlement Class Members shall be conclusively deemed to have released the Released Parties from the Settled Claims and shall be barred from asserting any Settled Claims.

12. Plaintiffs and the Settlement Class Members are deemed to have, and by operation of the Final Judgment and Order shall have fully, finally, and forever released, relinquished and discharged all Settled Claims against each and all of the Released Parties, whether or not such member of the Settlement Class executed or timely delivered the Proof of Claim.

13. All Settlement Class Members, either directly representatively, or in any other capacity, are permanently barred and enjoined from instituting or prosecuting, in any capacity, any action or proceeding that involves or asserts any of the Settled Claims.

14. Only those Settlement Class Members who have filed valid and timely Proofs of Claim shall be entitled to receive a distribution from the Settlement Fund. The Proof of Claim and Release executed by the Settlement Class Members shall further release all Settled Claims against the Released Parties. All Settlement Class Members shall be bound by the releases whether or not they submit a valid and timely Proof of Claim.

15. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the City; or (ii) shall be offered in evidence by any Party for any purpose except as provided for in this paragraph. The Released Parties may file the Stipulation and/or the Final Judgment and Order in any other action that may be brought against them in order to support a defense based upon principals of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion, or similar defense. The Parties may file the Stipulation in any proceeding brought to enforce any of the terms or provision of the Stipulation.

16. Only those Persons who meet the definition of the Settlement Class identified on Exhibit 1 hereto as having validly filed a Request for Exclusion from the Settlement Class shall not be bound by this Final Judgment and Order.

17. Any order, or any objection to or appeal from any order approving Settlement Class Counsel's Attorney's Fees or incentive payments to Plaintiffs, shall in no way disturb or affect this Judgment and shall be considered separate from this Order.

18. The Court finds that the amount paid and other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was

reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

19. It is expressly determined, within the meaning of FRCP 54(b) that there is no just reason for delay and the entry of this Judgment is hereby expressly directed as final and appealable.

**THE HONORABLE JOAN B. GOTTSCHALL**

Dated:

26660575.3