

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI

ALEC BRIMMER,	)	
	)	
Plaintiffs,	)	
	)	Cause No. 17SL-CC02740
v.	)	
	)	Division 3
CITY OF OVERLAND,	)	
	)	
Defendant.	)	

**CLASS ACTION SETTLEMENT AGREEMENT**

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (hereinafter, the "Agreement") is made and entered into as of the 17th day of February, 2026, by and between the Class Representative on behalf of himself and the Settlement Class (hereinafter "the Class") and CITY OF OVERLAND, MISSOURI (the "City") (collectively, "the Parties").

WHEREAS Class Representative Alec Brimmer filed the lawsuit *Brimmer, et al. v City of Overland, Missouri*, Circuit Court of the County of St. Louis, State of Missouri, Cause No. 17SL-CC02740 (the "Lawsuit"), wherein he alleged that, as a plea agreement and to obtain probation on charges brought against him in municipal court, he paid "special deterrent fees" to the City which were unauthorized by law;

WHEREAS, the Class was previously certified in the Lawsuit and, as defined specifically below, includes all other individuals who paid a "special deterrent fee" or "special deterrent condition of probation";

WHEREAS, without any admission of fault, wrongdoing, or liability by the City, the Parties desire to forever resolve and compromise all Claims of Class Representative and Class Members alleged or could have alleged in the Lawsuit; and

WHEREAS, without limiting the foregoing, the City denies all the allegations of the Lawsuit, and specifically denies that it has any liability related to the claims or allegations Class Representative alleged or could have alleged in the Lawsuit.

NOW THEREFORE, in consideration of the recitals, agreements, promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

**1. DEFINITIONS.**

“Class Representative” means Alec Brimmer, and any person claiming by or through him, including, but not limited to his respective heirs, executors, successors, trustees and assigns.

“The Class” means: “every person who was ordered by the Overland Municipal Court to pay and who paid a “Special Deterrent Fee” from August 4, 2012, to September 10, 2021.” The Court approved this definition on September 10, 2021 for the purposes of adjudication of the Lawsuit.

“Class Members” means the members of the Class as defined in the preceding sentence.

“Class Counsel” or “Class Counsel” means Schultz Law Group LLC, and E. Robert Schultz.

“City” means City of Overland, Missouri.

“Parties” means the Class Representative, all Class Members who do not exclude themselves (“opt out”) from the Settlement, and the City.

“City Parties” means City of Overland, Missouri, inclusive of its current and former officers, elected officials, appointed officials, employees, volunteers, attorneys, agents, administrators, departments, offices, agencies, boards, commissions, insurers (including but not limited to MOPERM), attorneys, and related or affiliated persons or entities, past and present, and

the heirs, personal representatives, successors and assigns of each of the foregoing persons or entities.

“Special Deterrent Fee” or “Special Deterrent Condition of Probation” refers to the payment(s) that the Class Members made as part of a plea agreement and as subsequently ordered by the Associate Circuit Court of St. Louis County – Overland Municipal Division Judge to be paid to the City of Overland as a condition of their probation.

“Municipal Court” refers to the Associate Circuit Court of St. Louis County – Overland Municipal Division.

“Claim” means existing or potential claims of Class Representative and/or the Class pertaining in any way to the Special Deterrent Fee or Special Deterrent Condition of Probation ordered to be paid by the Municipal Court and paid to the City. This shall include any claims whatsoever for compensation, reimbursement, damages of any nature, expenses, attorneys’ fees, or loss of any nature. The word “Claim” further includes any contract claims available to the Class against the City, which relate to the Special Deterrent Fee, such as and without limitation, any claims based upon any contract between the Parties except for this Agreement, whether oral or written, or both. The word “Claim” further includes any claim of interest (pre-settlement, post-settlement, or otherwise) against the City which relates to the Special Deterrent Fee.

“Claims Administration” means the distribution of payment and correspondence and communication with the class.

“Claims Administrator” or “Settlement Administrator” means Atticus Administration, which is a qualified and competent business chosen by the City to administer the claims with the consent of Class Counsel.

“Class Notice” means the published notice, dedicated website, and post card notice of this proposed settlement, which are to be published in accordance with the Notice Plan as set forth herein.

“Settlement Website” means the website the Claims Administrator creates and manages for the Class.

“Notice Period” means the period beginning on the date that the Court gives preliminary approval to this Settlement Agreement.

“Class Period” shall mean the time period of August 4, 2012, to and including September 10, 2021.

“Claims Administration Costs” shall mean all actual costs associated with or arising from Claims Administration including notice and publication and distribution of settlement sums.

“Court” means the Twenty-First Judicial Circuit Court, State of Missouri where the Lawsuit is pending, and to which this Agreement will be presented for judicial review and approval.

“Final Order” or “Final Judgment” mean the Court finally approves this Class Action Settlement Agreement.

“Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

“Settlement Sum” means all monies the City is obligated to pay under the terms of this agreement, inclusive of class compensation, incentive awards, attorneys' fees, and the costs of class administration, defined as follows:

- A class compensation fund of Twenty-Six Thousand Two-Hundred and Forty Dollars (\$26,240), to be distributed to each Class Member as set forth in Section 3 below, with all remaining funds reverting to the City;
- Attorney's fees in the amount of Fifteen Thousand Dollars (\$15,000), payable to Schultz & Associates;
- Class Representative incentive award in the total amount of Two Thousand and Five Hundred Dollars (\$2,500) (payable to Alec Brimmer) and,
- The cost of notices and class administration, which are to be determined at this time.

## 2. RECITALS.

Class Representative Alec Brimmer commenced a lawsuit styled *Brimmer v. City of Overland, Missouri*, pending in the Circuit Court St. Louis County, Cause No. 17SL-CC02740, alleging that the payments made to the City of Overland, designated as "special deterrent fees" or "special deterrent conditions of probation" stemming from plea agreements for probation for violations in the Municipal Court and from Orders of the Municipal Court Judge, were not authorized by law and must be returned to the Class Members.

The Class Representatives and Class Counsel have concluded, under the circumstances and considering the pertinent facts and applicable law, that it is in the Class Representative's best interests, and the best interests of the Class Members, to settle and compromise any and all Claims they have or may have against the City and City Parties, subject to certain conditions. This Agreement fulfills each of those conditions. The Class Representatives and Class Counsel consider this Settlement Agreement to be fair, reasonable, and adequate and in the best interests of the members of the Settlement Class.

In consideration of this Agreement, the Parties each accept its provisions.

Class Representative acknowledges that the terms of this Agreement were negotiated at arm's length, having been afforded ample and reasonable time to review this Agreement and consult with legal counsel concerning the Agreement. This Settlement Agreement, subject to Court approval, contains all settlement terms, individually and on behalf of the Class.

**3. RIGHTS AND DUTIES OF THE PARTIES.**

**3.01 In exchange for the releases and dismissal of the Claims and Lawsuit, the City agrees that it will provide the following general benefits to the Class:**

- (a) The City agrees to create a cash fund sufficient to the fund one payment to each Class Member in the amount of Eighty Dollars (\$80.00). The Class Members who submit a claim form pursuant to the terms of this Agreement, and who sufficiently verify their identity as a Class Member, will receive a check for \$80.00. Any funds remaining unclaimed as of six (6) months after the Court's Final Order approving the Settlement Agreement will revert to the City.
- (b) The City will pay Class Counsel's attorney's fees in the amount of Fifteen Thousand Dollars (\$15,000.00).
- (c) The City will pay to Class Representative Alec Brimmer the sum of Two Thousand Five Hundred Dollars (\$2,500.00).
- (d) Notice After Preliminary Approval. The Settling Parties have prepared, and will jointly ask the Court to approve the Notice After Preliminary Approval (which will be mailed to the Class) as set forth in Exhibit A.
- (e) Notice After Final Approval. The Settling Parties have prepared, and will jointly ask the Court to approve the Notice after Final Approval as set forth in Exhibit B. [TBD]

- (f) With the Consent of Class Counsel, the City has selected and asks the Court to approve the appointment of Atticus Administration, a nationally recognized class action administration firm, as Claims Administrator. The Claims Administrator shall have the administrative responsibility for giving the Class notice in accordance with the Notice Plan and in the form of the Notice After Final Approval, Notice After Preliminary Approval, and Newspaper Notice.
- (g) The Claims Administrator will create and manage a Settlement Website where Class Members can learn more about the proposed settlement and submit a claim for compensation. The website will be in a form agreed to by the Parties as set forth in Exhibit C.
- (h) The City agrees to pay for the cost of the Claims Administrator's services and required notices.

**3.02. After preliminary approval of this Settlement Agreement: Timing and Duties**

(a) Within ten (10) days of preliminary approval the City will have up and running a website to inform the public of the Settlement Agreement, to inform the public of the members of the Class, to inform the public of the hearing on final approval and how to object or "opt out", and with a means for members of the class to make a claim online for their settlement payment.

(b) Within twenty (20) days of preliminary approval, the City will send Notice After Preliminary Approval via a post card notice, which will provide notice of the settlement agreement, website, the hearing date on final approval, information on objecting to or opting out of the settlement, and how to make a claim. The City shall also post the Notice in a location customarily used for posting public notices at City Hall, and will post the Notice on the City's website.

(c) To opt out, any member of the class must submit a written request to opt out to the Settlement Administrator, which must be received within than 45 days after Preliminary Approval of the settlement agreement. Any class member who does not timely opt out is subject to this Settlement Agreement after Final Approval and may submit a claim for a settlement payment.

(d) To submit and argue any objection to the Settlement Agreement or terms, the objecting class member must submit its written objection to the Settlement Administrator which must be received no more within 45 days after Preliminary Approval of the settlement agreement. Any Class Member who does not timely submit written objections may not object to this Settlement Agreement or its terms.

(e) Within ten (10) days of Final Approval of the settlement, the City will mail written notice of the settlement with instructions as to how to make a claim to all persons known by the City to be Class Members who have not submitted a claim through the settlement website or previously in writing. Claims may be submitted through the settlement website at any time after preliminary approval of the settlement. The City shall also post the Notice in a location customarily used for posting public notices at City Hall, and will post the Notice on the City's website.

(f) Within ten (10) days of final approval of the settlement, the City will make one \$2,500.00 payment to Class Representative Alec Brimmer through check delivered to the office of Class Counsel. The City will make the \$15,000.00 payment to Class Counsel by check payable to Class Counsel. Class counsel has expressly agreed that any associated attorneys previously involved in representing Class Representative or the Class in this matter have relinquished and waived any arguable lien on the recovery in this matter.

(g) The City will keep the settlement website operational from at least 10 days following Preliminary Approval to six (6) months following final approval of the settlement. The

City will make payments to Class Members who submit verified claims within six (6) months of Final Approval of the settlement. For Class Members who apply for their settlement payment on the website, and the City shall begin payments to Class Members beginning 10 days following Final Approval of the settlement agreement and continuing for six (6) months following final approval of the settlement agreement. After Final Approval, payments to Class Members shall be made reasonably promptly, but no later than thirty (30) days after receipt and proper verification of a claim from a Class Member. Accordingly, as of seven (7) months after Final Approval, the remaining unpaid and unclaimed funds in the cash fund will revert to the City.

(h) Any dispute between an alleged Class Member who has allegedly made a claim and the City shall be determined by Judge Cunningham or to whomever Judge Cunningham delegates the authority to arbitrate the dispute.

(i) After six (6) months following Final Approval, no further claims shall be accepted by the City. After all timely claims made within six (6) months of Final Approval are made, any unclaimed funds designated for the Class Member payments will revert to the City except for those Class Members whose claims have been submitted timely but not yet paid.

(j) Any settlement checks not cashed after 90 days from the date of issuance will be void and revert to the City.

(k) Seven (7) days prior to Final Approval Hearing, the Claims Administrator is to file with the Court an appropriate affidavit attesting to Notice Plan implementation.

(l) No less than three (3) days prior to the Final Approval Hearing, the Parties shall jointly file the Motion for Final Approval, unless otherwise directed by the Court.

(m) Unless otherwise ordered by the Court, the Final Approval Hearing will be set for 80 to 90 days following the date of Preliminary Approval.

3.03 Immediately upon execution of this Agreement, Class Representatives, Class Counsel, and the City agree to cease all litigation activity in the Lawsuit (other than any activity to implement this Agreement), and will request that the Court to stay all motions or other pre-trial matters and to continue any hearing or trial settings.

3.04 Claims Administrator Affidavit. Seven (7) months following Final Approval, the Claims Administrator shall file an affidavit with the Court explaining the Claims Administrator's actions and results from carrying out the claims administration process. Class Counsel agrees that after seven (7) months after Final Approval, Class Representative and Class Counsel will file a written dismissal with the Court dismissing the Lawsuit with prejudice, with each party to bear their own costs.

3.05 RELEASE. Subject to and effective upon entry of Final Approval of the settlement, Class Representative, on his own behalf and on behalf of all Class Members who do not request exclusion from the Class, for and in consideration of the terms and undertakings herein, the sufficiency and fairness of which are acknowledged, forever waives, discharges, settles, and releases any and all Claims which Class Representative and/or Class Members have, had, or could have against the City Parties pertaining to the Claims and/or the subject matter of the Lawsuit. Class Representative waives, releases, relinquishes, and hold harmless the City Parties from liability or any claim of damages or other relief of any kind whatsoever arising out of or in any way related to of any and all Claims set forth or described herein. Without limiting the foregoing, Class Representative further releases the City Parties from liability of any kind and recovery of any kind including, but not limited to insurance proceeds, out-of-pocket expenses, loss of use, lost income, lost profits, loss of services, future damages, interest, costs, attorney's fees, actual damages, compensatory damages, punitive damages, liens, claims to equitable relief or expenses

of any kind or character whatsoever, whether based on tort, contract or any other theory of recovery, personal injury, property damage, emotional distress, whether known or unknown, which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with, resulting from, or arising in any way out of any and all claims embodied in the Lawsuit. The Class Representative expressly waives and assumes the risk of any and all Claims that exist as of the Effective Date of this Agreement of which the Class Representatives do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Class Representative's decision to enter into this Agreement.

3.06 Claims Verification. All claims submitted via the Settlement Website are subject to confirmation by the City that the individual is a member of the Class. The City may verify this using the information available to it in its municipal court record-keeping system. The Parties expressly agree that the Class Members must submit any reasonable identifying information the Claims Administrator deems necessary to verify that the claim is valid and not false or duplicative. The City shall not be liable for payment of any fraudulent or duplicate claims for compensation, or any claims that provide insufficient information for the Claims Administrator to confirm their validity. The Parties further agree that any individual who submits a fraudulent claim, or willfully submits a duplicate claim with the intent to defraud, shall be barred from recovery under this Agreement and subject to civil and criminal liability to the fullest extent of the law.

3.07. Cost of Administration and Notice. The City will bear the responsibility for settlement administration and claim administration costs, which includes the costs associated with issuing the notices.

3.08 Any Class Member who receives notice pursuant to the terms of the Agreement but does not request to be excluded from the Class shall be considered a member of the Class and shall be bound by the terms and conditions of this agreement and deemed to have irrevocably and forever waived his or her right to receive compensation as provided for in this Agreement.

3.09 Required Form and Content of Objections. Objections must be in writing and verified by sworn affidavit sent to the Claims Administrator. All objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this case and the case number; (iii) a clear and concise statement of each objection; and (iv) a written brief explaining the specific reasons, if any, for each objection, including any legal and factual support the objector intends to rely on along with any evidence the objector intends to introduce in support of the objection(s).

(a) Objections Submitted by Objector's Counsel. If any objection is presented through an attorney, the objection must also include, in addition to the provisions in 3.09: (i) the identity and number of Class Members represented by objector's counsel; (ii) the number of Class Members represented by objector's counsel who have opted out of the Settlement; and (iii) the number of Class Members represented by objector's counsel who have remained in the Settlement.

(b) Deposition of Objectors. Objecting Class Members, regardless whether represented by counsel, must also make themselves available for deposition by Class Counsel and the City's counsel at least fifteen (15) days before the date of the Final Approval Hearing.

(c) Objecting at the Final Approval Hearing. No Objecting Class Member will be permitted to appear and object at the Final Approval Hearing unless he or she has timely filed and served a written objection and has made himself or herself available for

deposition. Class Members or their attorneys intending to appear at the Final Approval Hearing must, no later than 45 days following the Preliminary Approval Hearing, file with the Court and serve Class Counsel and the City's counsel with a Notice of Intent to Appear (as defined in Paragraph (f) below).

(d) Notice of Intent to Appear. The Notice of Intent to Appear must be filed with the Court via the Court's case management system and: (i) state how much time the Class Member and/or his attorney anticipates needing to present his or her objection(s); (ii) identify, by name, address, telephone number and detailed summary of testimony, all witnesses the Class Member and/or his or her attorney intends to present any testimony from; and (iii) identify all exhibits the Class Member and/or his attorney intends to offer in support of the objection(s) and attach complete copies of all such exhibits.

3.10 Exclusions from the Class. Parties seeking exclusion from the Class must timely request exclusion (opt out) through the Claims Administrator via the Settlement Website or by US Mail received within 45 days of Preliminary Approval. Any other party who receives a request for exclusion shall direct the person requesting such exclusion to the Settlement Website.

3.11 Class Counsel and counsel for the City will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for Preliminary Approval of this Agreement. If the Court declines to grant Preliminary Approval, or if the Court declines to grant Final Approval after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Settlement Agreement will not be approved.

3.12 The Settling Parties agree and stipulate that this Agreement was negotiated on an "arms-length" basis between parties of equal bargaining power.

3.13 The Parties agree that this Settlement Agreement shall not be construed against any Party to the Agreement on the grounds that such Party drafted it, but shall be construed as if all as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

3.14 In the event any one or more of the provisions in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Settling Parties and their counsel mutually elect by written stipulation to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

3.15 In the event of a dispute over the enforcement or interpretation of this agreement, the Parties shall submit the dispute to the Court which may direct the dispute to arbitration.

3.16 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Lawsuit and the Settling Parties subject to the terms herein, including all members of the Class, the administration and enforcement of the settlement, and the benefits to the Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Settlement Agreement, the order preliminarily approving the settlement, and the order granting final approval of the settlement, and hearing and determining an application by Class Counsel for an award of attorneys' fees, and Class Representative incentive award. Class Representative and Class Counsel acknowledge that the City's compliance with, and completion of, the terms set forth hereinabove constitutes full and complete consideration for this Agreement, and the City Parties are not liable to Class Representative, Class Counsel, or any person or entity claiming by or through Class

Representatives or their attorneys on account of the matters related to this Agreement other than the terms set forth hereinabove.

3.17 Class Representative and Class Counsel further acknowledge that the City makes no representation regarding the Settlement Agreement's tax consequences. Class Representative, Class Counsel, and the Class agree that they will not assert a claim against the City Parties for the payment or reimbursement of any tax consequences resulting from any payment made pursuant to this Settlement Agreement. Furthermore, notwithstanding the foregoing, the City Parties shall not be liable to Class Representative, Class Counsel, and the Class for any taxes or other charges required by law to be paid concerning any payments made by the City pursuant to this agreement in addition to any amounts deducted by the City hereunder.

3.18 The City's compliance with, and completion of, the terms set forth hereinabove constitutes consideration for the full release of any and all Claims of the Class Representative, Class Members, and Class Counsel pertaining in any way to the subject matter of the Lawsuit, as set forth more fully in the RELEASE (para. 3.05) herein.

3.19 Class Representative further agrees that this Agreement is a complete compromise of all Claims hereunder, including matters involving disputed issues of law and fact, and Class Representatives covenant and agrees to defend, indemnify and hold harmless the City Parties from any and all past and future claims, demands, responsibility, actions, causes of action, lawsuits, liens or complaints of any nature whatsoever involving the Claims and/or the subject matter of the Lawsuit by through and/or under the Class Representative.

3.20 The Parties and their attorneys further agree that the Claims Administrator shall be provided full access to information necessary to process claims and payment, including Class

Member names and addresses. The parties may make public the identities of members of the Class and may publish the list of class members.

**4. Miscellaneous.**

4.01 This Agreement represents a compromise and settlement of any and all Claims in any way pertaining to the subject matter of the Lawsuit. This Agreement is made without any admission as to fault, liability, wrongdoing, or the validity of any position of Class Representative or any of the City Parties, all of whom expressly deny any and all fault, liability, and wrongdoing related to the Claims hereunder, and without limitation, specifically including the Lawsuit. Neither this Agreement nor the settlement hereunder shall be construed as or deemed to be evidence of any admission by the Parties, including the City Parties, of any fault, liability, or wrongdoing. No portion of this Agreement may be admitted into evidence in any action, except as required to enforce this Agreement and/or to cease or enjoin other litigation.

4.02 The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, merges all agreements, representations, and understandings between the Parties, whether oral or written, or both, supersedes all prior agreements and understandings and any other agreement between the Parties, and contains the entire agreement between the Parties.

4.03 The laws of the State of Missouri shall govern the interpretation of this Agreement.

4.04 Class Representative acknowledges: (a) having read this entire Agreement; (b) fully understanding the terms and effects of this Agreement and that this Agreement is the entire agreement between the Parties; (c) having, by and through this paragraph, been advised of their right to consult an attorney of their choosing regarding all matters related hereto, and (d) having freely and voluntarily executed this Agreement for the purposes of the benefits derived from it.

4.05 The Parties represent and warrant that they possess full authority to enter into this Agreement, free of any rights of settlement, approval, subrogation, or other condition or impediment. This undertaking includes specifically, without limitation, the representation and warranty that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein.

4.06 Class Representative represents that he has not assigned or transferred any such Claims (or any interest in any such Claims) to any other person or entity.

4.07 The Parties agree that all definitions herein apply to the singular and plural forms of each term defined.

4.08 Except as otherwise provided herein, each of the Parties will bear their own costs, expenses, and attorneys' fees incurred in connection with the consideration and execution of this Agreement, including all of the terms herein.

4.09 This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

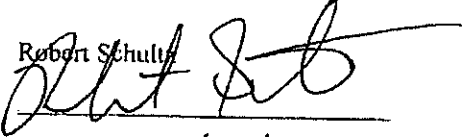
IN WITNESS OF THIS AGREEMENT, the Parties have executed it below.

CLASS REPRESENTATIVE ALEX BRIMMER:

  
\_\_\_\_\_  
ALEC BRIMMER

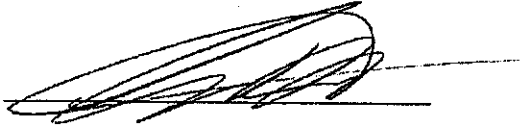
Dated: February 17, 2026

ATTORNEY FOR CLASS REPRESENTATIVES AND THE CLASS:

Robert Schultz  
  
\_\_\_\_\_

Dated: 2/17/26, 2026

CITY OF OVERLAND, MISSOURI:

A handwritten signature in black ink, appearing to be "C. J. ...", written over a horizontal line.

CITY ADMINISTRATOR

Title

Dated: 2/11, 2026

BRIMMER v. CITY OF OVERLAND  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164

**PLEASE READ CAREFULLY.**

**YOU MAY BE ENTITLED TO RECOVERY FROM A CLASS ACTION SETTLEMENT.**

CLAIMANT ID: <<Claimant\_ID>>  
<<First\_Name>> <<Last\_Name>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

EXHIBIT A

**THIS LEGAL NOTICE IS AUTHORIZED BY THE COURT.**  
**YOU ARE NOT BEING SUED.**

You are a class member in a certified class action lawsuit against the City of Overland, Missouri. In that lawsuit, the Plaintiff sued the City of Overland alleging that it received payments from municipal court defendants in the form of “special deterrent fees.” Plaintiff alleges in the lawsuit that this was in violation of Missouri law. The City of Overland denies that this was in violation of Missouri law. That lawsuit has been preliminarily settled with the proposed settlement agreement providing that the City of Overland will provide partial refunds, to the class members, of special deterrent fees that have been paid. According to the proposed settlement, each class member who timely files a claim will receive \$80.00. If the settlement is approved, the representative class member (Plaintiff Alec Brimmer) will receive \$2,500.00 for his participation in the lawsuit, and the attorneys who represented the class are to receive \$15,000.00 if the settlement is approved.

The complete proposed Settlement Agreement is available to read and review at the website \_\_\_\_\_ . You may also go to the website \_\_\_\_\_ and look at the list of persons who paid the special deterrent fee and see if your name is on the list of individuals who paid a special deterrent fee to the City of Overland.

EXHIBIT A

While the Settlement Agreement has been preliminarily approved by the Court, the Court has set a final approval hearing for \_\_\_\_\_. At this final approval hearing the Court will listen to the attorneys for the class and attorneys for the City of Overland along with any person who timely files an objection to the Settlement Agreement. After listening to the attorneys and an objector, the Court will decide if the Settlement Agreement should be finally approved. If you wish to file an objection to the Settlement Agreement you must send your objection in writing to the Settlement Administrator \_\_\_\_\_ before \_\_\_\_\_ or submit your objections timely through the website \_\_\_\_\_ before \_\_\_\_\_. If you do not submit a timely objection you cannot object to the Settlement Agreement at the final approval hearing.

Any member of the Class who does not timely submit a written request to “opt-out” or to not be included in the Class, will be considered a member of the Class and will be bound by the Settlement Agreement. You may decide you do not want to be part of the Settlement Agreement Class. To opt-out you must send your notice to the Settlement Administrator or through the website \_\_\_\_\_ before \_\_\_\_\_. Anyone who opt-outs will not be eligible to receive any settlement payment under the Settlement Agreement.

EXHIBIT A

If you do not want to object to the Settlement Agreement and you do not want to opt-out from the Settlement Agreement and Class, you may file a claim for your Settlement payment through the website \_\_\_\_\_ or use the short settlement claim form below now or within 180 days after final approval of the Settlement Agreement.

**Claim Form**  
**Refund Due to Special Deterrent Fees paid to the City of Overland**

Complete this form if you wish to receive a one-time refund of \$80.00 due to your past payment of a special deterrent fee to the City of Overland.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Current Street Address: \_\_\_\_\_

EXHIBIT A

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**I hereby give assurances that the information I am providing is correct.**

Printed Name: \_\_\_\_\_

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

*\*Pursuant to this settlement, you will receive \$80.00 if you are one of the individuals who made a special deterrent fee payment to the City of Overland.*

You may call the Class Administrator at 1-888-900-8779 with any questions you have.  
**CLAIMS MUST BE SUBMITTED BEFORE 180 DAYS FOLLOWING FINAL APPROVAL OF THE SETTLEMENT BY THE COURT.**

<<claimant\_id>>

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

PLACE  
STAMP  
HERE

---

BRIMMER v. CITY OF OVERLAND  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164

EXHIBIT A

BRIMMER v. CITY OF OVERLAND  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164

**PLEASE READ CAREFULLY.**

**YOU MAY BE ENTITLED TO RECOVERY FROM A CLASS ACTION SETTLEMENT.**

CLAIMANT ID: <<Claimant\_ID>>  
<<First\_Name>> <<Last\_Name>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

EXHIBIT B

**THIS LEGAL NOTICE IS AUTHORIZED BY THE COURT.**  
**YOU ARE NOT BEING SUED.**

You are a class member in a certified class action lawsuit against the City of Overland, Missouri. In that lawsuit, the Plaintiff sued the City of Overland alleging that it received payments from municipal court defendants in the form of “special deterrent fees.” Plaintiff alleges in the lawsuit that this was in violation of Missouri law. The City of Overland denies that this was in violation of Missouri law. That lawsuit has been preliminarily settled with the proposed settlement agreement providing that the City of Overland will provide partial refunds, to the class members, of special deterrent fees that have been paid. According to the proposed settlement, each class member who timely files a claim will receive \$80.00. If the settlement is approved, the representative class member (Plaintiff Alec Brimmer) will receive \$2,500.00 for his participation in the lawsuit, and the attorneys who represented the class are to receive \$15,000.00 if the settlement is approved.

The complete proposed Settlement Agreement is available to read and review at the website \_\_\_\_\_ . You may also go to the website \_\_\_\_\_ and look at the list of persons who paid the special deterrent fee and see if your name is on the list of individuals who paid a special deterrent fee to the City of Overland.

Any member of the Class who did not timely submit a written request to “opt-out” or to not be included in the Class is a member of the Class and is bound by the Settlement Agreement.

**EXHIBIT B**

To receive your settlement payment, you may file a claim for your Settlement payment through the website  
\_\_\_\_\_ or use the short settlement claim form below now or before  
\_\_\_\_\_.

**EXHIBIT B**

**Claim Form**  
**Refund Due to Special Deterrent Fees paid to the City of Overland**

Complete this form if you wish to receive a one-time refund of \$80.00 due to your past payment of a special deterrent fee to the City of Overland.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**I hereby give assurances that the information I am providing is correct.**

Printed Name: \_\_\_\_\_

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

EXHIBIT B

*\*Pursuant to this settlement, you will receive \$80.00 if you are one of the individuals who made a special deterrent fee payment to the City of Overland.*

You may call the Class Administrator at 1-888-900-8779 with any questions you have.

**CLAIMS MUST BE SUBMITTED BEFORE** \_\_\_\_\_.

<<claimant\_id>>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT B

PLACE  
STAMP  
HERE

**EXHIBIT B**

**ANNOUNCEMENT OF A PROPOSED SETTLEMENT OF CLAIMS AGAINST  
CITY OF OVERLAND**

**PLEASE READ CAREFULLY.**  
**YOU MAY BE ENTITLED TO RECOVER FROM A CLASS ACTION SETTLEMENT.**

THE CITY OF OVERLAND HAS AGREED TO SETTLE CLAIMS THAT IT ACCEPTED SPECIAL DETERRENT FEE PAYMENTS FROM MUNICIPAL COURT CASES THAT WERE UNAUTHORIZED BY MISSOURI LAW. THE CITY OF OVERLAND DENIES THIS ALLEGATION. THE LAWSUIT THAT HAS BEEN PENDING OVER THIS MATTER HAS RESULTED IN A SETTLEMENT BETWEEN THE CITY AND THE PLAINTIFF REPRESENTING THE CLASS OF INDIVIDUALS WHO MADE A SPECIAL DETERRENT FEE PAYMENT TO THE CITY OF OVERLAND. THE SETTLEMENT HAS BEEN PRELIMINARILY APPROVED BY THE ST. LOUIS COUNTY CIRCUIT COURT.

EXHIBIT C

**IF YOU PAID A SPECIAL DETERRENT FEE TO THE CITY OF OVERLAND  
AS A RESULT OF A MUNICIPAL COURT MATTER SINCE AUGUST 4,  
2012, YOU ARE ELIGIBLE TO RECEIVE \$80.00 BACK FROM THE CITY OF  
OVERLAND.**

Everyone who paid a Special Deterrent Fee to the City of Overland since August 4, 2012 is a class member in a certified class action lawsuit against the City of Overland. In that lawsuit, the Plaintiff sued the City of Overland alleging that the special deterrent fee payments made to the City as a result of plea agreements reached in a municipal court matter were unauthorized by Missouri law and should be refunded. The City denies and continues to deny that liability as alleged. That lawsuit has been preliminarily settled with the proposed settlement agreement providing that the City of Overland will provide partial refunds to the class members, which includes all who paid a special deterrent fee payment to the City of Overland. According to the proposed settlement, each class member who timely files a claim will receive \$80.00. If the settlement is approved, the representative class member (Plaintiff Alec Brimmer) will receive \$2,500.00 for his participation in the lawsuit, and the attorneys who represented the class are to receive \$15,000.00 if the settlement is approved.

**EXHIBIT C**

**TO SEE THE COMPLETE SETTLEMENT AGREEMENT CHECK THIS BOX.**

\_\_\_\_\_

**TO SEE THE LIST OF PEOPLE WHO PAID THE SPECIAL DETERRENT  
FEE CHECK THIS BOX.** \_\_\_\_\_

**TO SUBMIT A CLAIM FOR YOUR SETTLEMENT PAYMENT CHECK THIS  
BOX AND FILL OUT THE ONLINE CLAIM FORM.** \_\_\_\_\_

According to the approved settlement, all class members who timely submit a claim will receive \$80.00.

**TO GET YOUR MONEY YOU MUST FILE A CLAIM THROUGH THE WEBSITE  
\_\_\_\_\_. GO TO THE WEBSITE \_\_\_\_\_ AND FILE YOUR CLAIM.  
YOU MUST FILE YOUR CLAIM BEFORE \_\_\_\_\_ OR YOU WILL  
GET NOTHING.**

While the Settlement Agreement has been preliminarily approved by the Court, the Court has set a final approval hearing for \_\_\_\_\_. At this final approval hearing the Court will

**EXHIBIT C**

listen to the attorneys for the class and attorneys for the City of Overland along with any person who timely files an objection to the Settlement Agreement. After listening to the attorneys and an objector, the Court will decide if the Settlement Agreement should be finally approved. If you wish to file an objection to the Settlement Agreement you may file your objection in writing to the Settlement Administrator through this website before \_\_\_\_\_. If you do not submit a timely objection you cannot object to the Settlement Agreement at the final approval hearing. TO submit an objection, check this box \_\_\_\_\_ and fill out the form.

Any member of the Class who does not timely submit a written request to “opt-out” or to not be included in the Class will be considered a member of the Class and will be bound by the Settlement Agreement. You may decide you do not want to be part of the Settlement Agreement Class. To opt-out you must send your notice to the Settlement Administrator or through this website before \_\_\_\_\_. To opt out and not be included in the class and to not receive any settlement funds check this box \_\_\_\_\_ and fill out the form. Anyone who opt-outs will not be eligible to receive any settlement payment under the Settlement Agreement.

If you do not want to object to the Settlement Agreement and you do not want to opt-out from the Settlement Agreement and Class, you may file a claim for your Settlement payment through this website. TO submit a claim for settlement funds, check this box and fill out the form. You must submit your claim within 180 days after final approval of the Settlement Agreement.

## EXHIBIT C

Any questions you may have about this case or the settlement process may be answered by telephoning the settlement administrator at 844-728-8428.

EXHIBIT C