

RECITALS

WHEREAS, the Complaint alleges that Defendants, THE TOWN OF FORTVILLE, FORTVILLE UTILITIES and FORTVILLE WATER DEPARTMENT, violated the 14th Amendment to the Constitution of the United States by failing to provide customers due process of law in terminating their water service and

WHEREAS, the Complaint, the First Amended Complaint and the Second Amended Complaint filed against Defendants seek money damages, attorneys' fees and other relief; and,

WHEREAS, Class Counsel believe settlement with Defendants as set forth herein to be in the best interests of Named Plaintiffs and the Settlement Class as defined below ; and,

WHEREAS, Defendants have, at all times referenced herein, denied liability, raised defenses to the allegations of the Complaint and the First and Second Amended Complaints and maintain that they would ultimately prevail in this Action, but also agree that the settlement set forth herein is in their best interests as well; and,

WHEREAS, the Settling Parties have concluded that it is desirable for this matter to be settled on a Class basis to avoid further inconvenience, delay, and expense, to dispose of potentially burdensome and protracted litigation, and to put to rest all claims that have been or might be asserted by the Class Members against Defendants arising out of or related to the subject matter of the Complaints; and

WHEREAS, the Settling Parties make no admissions or concessions on these substantive issues; and,

WHEREAS, the Settling Parties have engaged in extensive discovery and arms-length settlement negotiations, and have determined that the terms of this Settlement Agreement constitute a fair, reasonable and adequate compromise of the claims and defenses of all Settling Parties; and,

WHEREAS, the Settling Parties fully and finally negotiated each and all of the foregoing terms of this Agreement without the reference to the fees to be paid to class counsel;

WHEREAS, in consideration of the foregoing and other good and valuable consideration, it is stipulated and agreed by and between Named Plaintiffs, in their individual and representative capacity, and Defendants that the claims against Defendants in this case shall be settled and compromised through an Order entered by the Court which incorporates and references the following provisions.

NOW, THEREFORE, Defendants and Named Plaintiffs, for and on behalf of themselves and the Class, stipulate and agree that in consideration of the material benefits secured for the members of the Class under the terms of the Settlement provided herein, and subject to the Court's approval, the Action shall be dismissed in its entirety, with prejudice and without costs, upon the Settlement terms and conditions set forth herein.

DEFINITIONS

1. Accessible Contact Information. "Accessible Contact Information" means the names and last known addresses of Class Members as presently contained in the records of the Defendants and using standard address forwarding that may be supplied by the United States Post Office.

2. Action. "Action" means the above-captioned action currently pending in the United States District Court for the Southern District of Indiana, Indianapolis Division, Case No. 1:14cv1148.

3. Class Counsel. "Class Counsel" means counsel for the Named Plaintiffs and the Class Members:

Steven C. Shane, Esq.
P.O. Box 73067
Bellevue, KY 41073
(859) 431-7800,
Fax (859) 431-3100
shanelaw@fuse.net

Stephen R. Felson
220 Loraine Ave., Ste 2
Cincinnati, Ohio 45220
(513) 520-6348
stevef8953@aol.com

4. Class or Class Members. “Class” or “Class Members” means the following: All customers of the Town of Fortville, Fortville Utilities and/or Fortville Water Department from July 9, 2012 through October 31, 2014 who had their water service terminated and who paid a reconnection fee to reestablish their water service.

5. Court. The “Court” means the United States District Court for the Southern District of Indiana, Indianapolis Division.

6. Cy Pres. Means a specific monetary gift as well as well as all additional Remainder and Unclaimed Funds (as defined in Paragraph 18) to be paid to the Vernon Township Trustee and dispersed into the Township Assistance Fund for Public Utilities.

7. Defendants’ Counsel. “Defendants’ Counsel” means:

Brooke L. Riffell
Kopka Pinkus Dolin PC
9801 Connecticut Dr.
Crown Point, IN 46307
(219) 794-1888
blriffell@kopkalaw.com

Leslie Pollie
Kopka Pinkus Dolin PC
11611 N. Meridian St.
P.O. Box 40389
Indianapolis, IN 46240
(317) 818-1360
lbpollie@kopkalaw.com

8. Effective Date. “Effective Date” means the first business day on which (i) the Final Judgment becomes final and non-appealable, having been neither withdrawn, rescinded, vacated, reversed, nor substantially modified on appeal, and is no longer subject to any appellate review, including rehearing or re-argument or review *en banc* or on *certiorari*; and (ii) no party is entitled to terminate the Settlement pursuant to paragraph 42 below.

9. Final Entry Date. “Final Entry Date” means the date on which the Court signs and enters the Final Order of Judgment of the Class Action Settlement.

10. Final Judgment. “Final Judgment” means the Final Judgment provided for in paragraph 9

11. Named Plaintiffs. “Named Plaintiffs” refers to Michelle Allen-Gregory, Jana Massy and Cheri Sharp.

12. Notice. “Notice” means the Notice of Proposed Class Action Settlement in the form attached hereto and incorporated herein as “Exhibit A.”

13. Notice Date. “Notice Date” means the date that Notice is mailed to Class Members and Published in the Indianapolis Star newspaper.

14. Opt-Out Date. “Opt-Out Date” means the deadline set by the Court for Class Members to postmark requests for exclusion from the Settlement.

15. Preliminary Approval Order. “Preliminary Approval Order” means the order signed by the Court conditionally approving this Settlement Agreement, approving the Class Notice, setting a date for a Settlement Hearing to determine the fairness of the Settlement and setting deadlines for Class Members to opt-out and to object to the settlement, as provided in paragraphs 40 and 41 of this Settlement Agreement, in a form of which is attached hereto and incorporated herein as “Exhibit B.”

16. Related Parties. “Related Parties” means each of a past or present officers, directors, trustees, members, employers, employees, partners, member firms, affiliates, principals, agents, shareholders, attorneys, accountants, auditors, advisors, personal and legal representatives, heirs, beneficiaries, assigns, predecessors, successors, parents, subsidiaries, divisions, associates, related or affiliated entities, any members of their immediate families, and all Related Parties’ and Settling Parties’ insurers and their reinsurers.

17. Released Claims. “Released Claims” means the claims and liabilities released and discharged under paragraph 36.

18. Remainder or Unclaimed Funds. “Remainder” or “Unclaimed Funds” are the funds or share of each Class Member that remain as result when he or she is unable to be located after notice is mailed to the last known address of such person, or whose funds remain un-cashed after 90 days from the date upon which they were mailed or the share of each Class Member who elects to opt-out of the Settlement.

19. Settlement. “Settlement” means the terms and conditions set forth in this Agreement, including all Exhibits.

20. Settlement Account. “Settlement Account” means a checking account set-up by the Settlement Administrator in which the Settlement Funds will be deposited to be distributed to the Named Plaintiffs, the Class Members and to the Cy Pres recipient, and which can be monitored online by the Settling Parties.

21. Settlement Administration Costs and Expenses. “Settlement Administration Costs and Expenses” means the costs and expenses reasonably necessary to facilitate and consummate the Settlement, including, but not limited to, the costs of printing and mailing Notice to the Class, mailing Settlement Checks to eligible Class Members, costs of fees and other related charges for setting-up banking for the payment and distribution to Class Members and any payment to the Class or Settlement Administrator.

22. Settlement Administrator. “Settlement Administrator” means First Class, Inc. which is the entity chosen by the Settling Parties to administer the class action settlement, who will be subject to any and all limitations placed on them by the Settling Parties.

23. Settlement Amount. “Settlement Amount” means the total of the amounts paid to each Class Member, Named Plaintiffs and the Cy Pres recipient.

24. Settlement Checks. “Settlement Checks” are the checks used to pay Named Plaintiffs, the Class Members and the Cy Pres recipient.

25. Settlement Funds. “Settlement Funds” refer to all monies to be paid to the Named Plaintiffs, the class members and the Cy Pres recipient.

26. Settlement Hearing. “Settlement Hearing” means the hearing before the Court to determine whether the Settlement of the Class Action is fair and reasonable and should be given final approval, whether the proposed Plan of Allocation should be approved, and whether the applications of Class Counsel for attorneys’ fees, cost and expenses should be approved.

27. Settling Parties. “Settling Parties” means and refers to the Parties to this Class Action Settlement Agreement and Release who are Michelle Allen-Gregory, Jana Massy and Cheri Sharp (“Named Plaintiffs”), on behalf of themselves and for the class of persons similarly situated (collectively “Plaintiffs” or “Class Members”), and Town of Fortville, Fortville Utilities and Fortville Water Department (“Defendants”).

PLAN OF ALLOCATION

28. Monetary Relief to Class Members. No later than the Final Entry Date, Defendants will deposit the total amount of Thirty One Thousand Seven Hundred and Eighty Dollars (\$31,780.00), subject to adjustment if additional class members are identified, into the Settlement Fund, to be paid to the Class Members who do not opt-out. No later than ten (10) business days after the effective date, the Settlement Administrator shall distribute this portion of the Settlement Funds.

29. Monetary Relief to the Named Plaintiffs. No later than the Final Entry Date, Defendants will deposit Five Thousand Six Hundred and Twenty Five Dollars (\$5625.00) into the Settlement Fund, with Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) to be paid to Named Plaintiffs, Michelle Allen-Gregory and Cheri Sharp and One Thousand One Hundred and Twenty Five Dollars (\$1,125.00) to Named Plaintiff Jana Massy, for substantial services performed throughout this Action on behalf of the Class. No later than ten (10) business days after the effective date, the Settlement Administrator shall distribute this portion of the Settlement Funds.

30. Monetary Relief to Cy Pres Recipient. No later than the Final Entry Date, Defendants will deposit Ten Thousand Dollars (\$10,000.00) into the Settlement Fund to be paid to the Vernon Township Trustee and dispersed into the Township Assistance Fund for Public Utilities.

31. Disbursement of Settlement Funds. On or before the Final Entry Date, the Settling Parties will set-up the Settlement Account which can be monitored online, in which Settlement Funds will be deposited and distributed thereafter. The Settlement Account will remain open for a period of ninety (90) days from the date the Settlement Checks are written. Any Settlement Checks not negotiated by the end of ninety days will be deemed Unclaimed Funds and distributed to the Cy Pres recipient. All costs associated with the Settlement Account will be considered as Settlement Administration Costs and Expenses.

32. Settlement Administration Costs and Expenses. Defendants will pay all Settlement Administration Costs and Expenses.

33. Attorney Fees, Costs & Expenses. The Settling Parties will attempt to negotiate compensation for all time spent by Class Counsel in connection with the prosecution of this case as well as reimbursement for all costs and expenses incurred or, if they cannot agree on an amount, class counsel will submit a formal application to the Court. The parties do not waive the right to file and maintain an appeal concerning the amount of attorney fees and costs, if any, awarded by the Court for services performed by class counsel. However, the filing of any appeal regarding fees will not stay the provisions and obligations of the parties to timely pay the proceeds of the Settlement to the Named Plaintiffs, the Class Members and the Cy Pres recipient according to the terms set forth herein.

34. Class Notice. Notice, in a form equivalent to attached "Exhibit A," will be transmitted to the Class Members via regular U.S. Mail by the Settlement Administrator within fourteen (14) days after entry of the Preliminary Approval Order in envelopes containing the Court's return address. The Settlement Administrator shall then file an affidavit with the Court attesting to said mailing. Also, within the fourteen (14) day period, Defendants' counsel will cause the Notice to be published once in the Indianapolis Star newspaper. Immediately after such notice is published, the Defendants; counsel shall file an affidavit with the Court attesting to said publication.

35. Class Members' Right of Exclusion. Any Class Member may seek to be excluded from this Settlement Agreement and from the Class within the time and in the manner provided in paragraph 40 of this Agreement and as approved by the Court. Any Class Member so excluded shall not be bound by the terms of this Settlement Agreement nor entitled to any of its benefits. His or her share will be paid to the Cy Pres recipient.

RELEASED CLAIMS

36. It is the agreement and intent of the Settling Parties that this Settlement Agreement be construed and enforced as a mutual and global release. Accordingly, it is hereby agreed that upon the Effective Date of this Settlement Agreement, each Settling Party, Class Member and his, her or its respective Related Parties, shall hereby be deemed to have, and by operation of this Settlement Agreement to have fully, finally, and forever released, relinquished, discharged, and waived, against each and every other Settling Party, including their respective Related Parties, any and all claims of whatever kind or nature, from the beginning of time to the Effective Date hereof, on account of any and all loss or damages of any kind whatsoever, known or unknown, arising out of, resulting from or relating to all allegations, claims or defenses which have been raised in the Complaints in this Action. Named Plaintiffs and the Class will release any and all claims against THE TOWN OF FORTVILLE, FORTVILLE UTILITIES and FORTVILLE WATER DEPARTMENT and any affiliated entities which claims relate to the actions alleged to have violated the due process provision of the 14th Amendment to the Constitution of the United States, including pre-litigation, litigation, and post-litigation activities. The claims released by Named Plaintiffs and the Class will include all claims that were or could have been raised in *Allen-Gregory, et al. vs. Town of Fortville, et al.*, case no. 1:14cv1148.

PRELIMINARY APPROVAL ORDER AND SETTLEMENT HEARING

37. Preliminary Approval Motion. In accordance with the procedures and time schedules below, Counsel for all Settling Parties shall take such actions to prepare and file all appropriate notices, motions, and proposed order forms, as reasonably necessary to obtain both preliminary and final approval of this Settlement Agreement from the Court. All Settling Parties shall cooperate, and as appropriate, shall join with their respective Counsel in seeking to accomplish the following:

- a. Immediately upon the execution of this Agreement by Settling Parties, counsel for the Settling Parties shall either submit or file this Agreement in a manner consistent with the Court's wishes and procedures, along with any and all attachments, requesting preliminary approval from the Court which shall include a request that the Court approve the mailing of the Class Notice within fourteen (14) days of the entry of an order granting preliminary and/or conditional approval of this Agreement. All Settling Parties shall join in that request, and shall support any order approving this Agreement through any appeal, if necessary; and
- b. The Preliminary Approval Order shall require, and the Notice shall set forth, that any objections to this Settlement Agreement must be made in writing, filed with the Court, and served upon Class Counsel as more fully described in paragraph 39, below. The Notice shall further provide that any objection that is not received within the time set by the Court is deemed waived. Class Counsel shall maintain a telephone number that may be called by Class Members who may have questions regarding this Settlement Agreement; and,
- c. Within ten (10) days after the date on which the order preliminarily approving the Settlement is filed with the Court, Defendants shall serve upon the appropriate state official of each state in which a Class Member resides and the appropriate federal official a notice of the proposed Settlement, in accordance with the requirements of 28 U.S.C. § 1715, the Class Action Fairness Act ("CAFA") (the "CAFA Notice"); and,
- d. The Settling Parties shall jointly request a Settlement Hearing date, which shall be no less than 90 days after the CAFA Notice is served.

38. Preliminary Approval Order. The Preliminary Approval Order entered by the Court shall be substantially in the same form as "Exhibit B" attached hereto, but as a condition of this Settlement Agreement shall at a minimum contain the following provisions:

- a. Preliminary certification of the Class and approval of the Settlement Agreement set forth herein, and subject to any objections that may be presented to the Court prior to the Settlement Hearing, a finding that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Class; and

- b. Approval of the form of a Notice of Settlement that includes the general terms of the settlement set forth in the Settlement Agreement (substantially in the form of “Exhibit A” attached hereto) and the procedures for Objections and opt-outs described below, and directing Defendants, through the Settlement Administrator, to cause to be mailed by first class mail the Notice to all Class Members at their respective addresses as derived from the Accessible Contact Information within its files within fourteen (14) days from the date of execution of said order; and
- c. A finding that the mailing of the Notice by regular first class mail to all Class Members whose address has been identified and the publication of such notice in the Indianapolis Star for, at least, one day constitutes valid, due and sufficient notice to the Class Members and their Related Parties, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, and any other applicable law; and,
- d. For the mailing of the Notice of Settlement to Class Members, the Defendants and Class Counsel have agreed to use as the Settlement Administrator.

39. Objections to Settlement. Any Class Member who does not opt-out of the Settlement contemplated by this Agreement shall have until _____, 2015 to object to the proposed Settlement, meaning that any and all Objections to the settlement must be postmarked to the Clerk of this Court on or before that date. The Objection must be in writing and filed with the Court, via the Office of the Clerk, United States District Court for the Southern District of Indiana, Indianapolis Division, Room 105 U.S. Courthouse, 46 East Ohio St., Indianapolis, Ind.46204 no later than twenty (20) days before the Settlement Hearing and must contain: (i) proof that the objector is a class member as defined in the Agreement; (2) a statement of each objection being made; (3) a detailed description of the facts underlying each objection. Any Class Member may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing, to present any evidence or argument that may be proper and relevant. Any Class Member

who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Action.

Class Counsel and/or Defendants' Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law of no more than 15 pages filed and served no later than five (5) business days prior to the Settlement Hearing. Any Class Member who does not make his or her objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or award of Attorneys' Fees to Class Counsel, unless otherwise ordered by the Court.

40. Exclusion from the Class. Any Class Member may seek to be excluded, or "opt-out," from the Settlement. Any Class Member so excluded shall not be bound by the Settlement and shall not be entitled to any of its benefits. To be timely and effective, a request for exclusion must be mailed to the Office of the Clerk, United States District Court for the Southern District of Indiana, Indianapolis Division, Room 105 U.S. Courthouse, 46 East Ohio St., Indianapolis, Ind. 46204 and be post-marked no later than the Opt-Out Date set forth in the class Notice. The Opt-Out Date will be the deadline set by the Court for posting opt-outs by Class Members. Any requests for exclusion postmarked after that date will have no legal effect. To be effective, the request for exclusion must make clear that the Class Member wants to be excluded from the Settlement Class in this Action. The request for exclusion must contain the excluded Class Member's name, current address and signature.

FINAL JUDGMENT

41. Final Judgment. The Final Judgment entered upon the Settlement Hearing by the Court shall include, at a minimum, the following provisions:
- a. A finding certifying the Class for settlement purposes only, as provided for in this Settlement; and,
 - b. A finding that the distribution of the Notice fully and accurately informed all Class Members and Related Parties entitled to notice of the material elements of the Settlement, constituted the best notice practicable under the circumstances, constituted valid, due and sufficient notice, and complied fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution and any other applicable law; and
 - c. A finding that after proper notice to the Class Members and after sufficient opportunity to object, no timely Objections to this Settlement Agreement have been made, or that all timely Objections have been considered and denied; and
 - d. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Class Members, under Rule 23 of the Federal Rules of Civil Procedure, and a finding that the Settlement is in good faith, and ordering the Settlement Parties to perform the Settlement in accordance with the terms of this Settlement Agreement; and
 - e. Subject to reservation of jurisdiction for matters discussed in subparagraph (h), below, dismisses with prejudice the Action, including the Complaints/Amended Complaints; and
 - f. In accordance with Rule 54(b) of the Federal Rules of Civil Procedure, finds that there is no just reason for delay, and orders the entry of a Final Judgment; and
 - g. A finding that all Class Members and their Related Parties shall, as of the entry of Final Judgment, conclusively be deemed to have released and forever discharged the Defendants and their Related Parties from all Released Claims, and forever enjoining and barring all Class Members and

their Related Parties from asserting, instituting or prosecuting in any capacity, before any court or governmental agency, any action or proceedings against the Defendants that assert any Released Claims; and,

- h. A reservation of exclusive and continuing jurisdiction over the Action and the Settling Parties for the purposes of, among other things: (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; ii) the determination of the award of attorney fees to class counsel; and (iii) supervising the administration and distribution of the relief to the Class Members and resolving any disputes that may arise with regard to any of the foregoing.

**CONDITIONS OF SETTLEMENT, EFFECT OF
DISAPPROVAL, RESCISSION OR TERMINATION**

42. This Settlement Agreement, including the release herein, shall be null and void, and the provisions of paragraph 43 below shall apply, if any of the following conditions fail to occur or be satisfied prior to the date of the Final Judgment Entry:

- a. All non-Settlement related activities regarding the Complaint, the First Amended Class Action Complaint, and the Second Amended Class Action Complaint shall be, and shall remain, stayed by the Court pending Final Judgment approving this Settlement Agreement; and
- b. All Settling Parties shall approve, execute, and perform all such acts or obligations that are required by this Settlement Agreement to be performed prior to the entry of Final Judgment; and
- c. A Preliminary Approval Order, in a form as described by paragraph 38 above and attached as “Exhibit B,” shall be entered by the Court; and
- d. A Final Judgment, substantially in a form as described as paragraph 41 above, shall be entered by the Court; and
- e. Subject to the reservation of jurisdiction for matters described in paragraph 59, the Action shall be dismissed with prejudice.

43. In the event of the failure of any of the conditions set forth in paragraph 42, or this Settlement Agreement is finally rejected upon the Settlement Hearing, or in the event a Final Judgment is not entered, or does not become final, then the terms of this Agreement shall be null and void:

- a. The terms of this Agreement shall have no further force and effect with respect to the Settling Parties; and,
- b. This Agreement shall not be used in any litigation for any purpose; provided, however, that this Agreement may be used for bringing an action for failure of a Settling Party to take steps required by this Agreement; and,
- c. The Settling Parties shall be restored to their respective positions in the litigation as of the date of the Settlement Agreement and nothing in this Settlement shall be deemed to prejudice the position of the Settling Parties with respect to the Action or otherwise, or deemed to be a presumption, concession or admission by Defendants or any waiver of any affirmative defense, nor of any fault, liability or wrongdoing,
- d. The Settling Parties waive and release any and all claims they may have as a result of any proper and effective termination of the Settlement.

MISCELLANEOUS PROVISIONS

44. Named Plaintiffs' Representations. The Named Plaintiffs represent and certify that: (i) they qualify as Class Members, and have not sold, assigned, nor encumbered any claim they may have against the Defendants arising out of or relating to the allegations made in the Action; (ii) they have agreed to serve as the representatives of the Class proposed to be certified herein; (iii) they are willing, able and ready to perform all of the duties and obligations of a representative of the Class; (iv) they have read this Settlement, including its Exhibits, and they agree to the terms of this settlement; (v) they have been provided with the opportunity to consult with counsel of their choice about the Action, this Settlement, and the obligations of a representative of the Class; (vi) they have consulted Class Counsel about the Action, the settlement, and the obligations of a representative of the Class; (vii) they have authorized Class Counsel to execute this

Agreement on their behalf; and (viii) they will remain and serve as representatives of the Class until the terms of this Settlement are effectuated, this Settlement is terminated in accordance with its terms, or the Court at any time determines that either or both of the Named Plaintiffs cannot represent the Class.

45. Conditions to Void Settlement. The Settlement herein shall become voidable at the option of any Settling Party if ten (10) percent or more of the total number of Class Members choose to exclude themselves from the Settlement.

46. Payment of Settlement Funds. Within ten (10) business days of the Effective Date as defined herein, Defendants shall cause the Settlement Administrator to issue all Settlement Checks required to be paid to the Class Members, the Named Plaintiffs, the Cy Pres Recipient and Class Counsel as provided under this Settlement and/or as ordered by the Court.

47. Enforcement. The Settling Parties acknowledge that any misrepresentation made herein or violation of the Settlement Agreement or any of the releases will cause immediate irreparable injury for which no remedy at law is adequate. If any Settling Party fails to perform his, her or its obligations hereunder, any other Settling Party shall be entitled to specific performance, including through mandatory preliminary and injunctive relief, in addition to such other remedies as provided herein. Nothing contained herein shall be construed to preclude any Settling Party from applying for contempt or other remedy or sanction provided by the Federal Rules of Civil Procedure for breach of this Settlement Agreement.

48. Agreement to Cooperate. The Settling Parties: (a) acknowledge that it is their intent to execute the Settlement; and (b) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of the Settlement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement.

49. Good Faith Settlement and Advice of Counsel. The Settling Parties agree that the terms of the Settlement reflect a good-faith settlement of the Named Plaintiffs'

and other Class Members' claims in the Action, reached voluntarily after consultation with experienced legal counsel.

50. Incorporation. All of the Exhibits to the Settlement are material and integral parts of the Settlement and are fully incorporated herein by this reference.

51. No Waiver. The waiver of one Settling Party of any breach of this Settlement Agreement by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement; nor shall such a waiver be deemed a waiver by any other Settling Party of that breach or a waiver by that Settling Party of any other Settling Party's breach.

52. Modification. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their successors-in-interest.

53. Headings. The heading of the paragraphs herein are for convenience only and do not define, limit, or construe the contents of this Settlement.

54. Entire Agreement. Except as provided herein, the Settlement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Settling Party concerning the Agreement or its Exhibits other than the representations, warranties and inducements contained and memorialized in the Agreement and the Exhibits.

55. Authority to Settle. Class Counsel warrant that they are expressly authorized by the Named Plaintiffs to take all appropriate action to effectuate the terms and conditions of the Settlement and also are expressly authorized to enter into any modifications of, or amendments to, the Settlement on behalf of the Class which they deem appropriate.

56. Authority to Execute. Each counselor or other person executing the Settlement or any of its Exhibits on behalf of any Settling Party hereto hereby warrants that he or she has the full authority to do so.

57. Counterparts. The Settlement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Counsel for all the Settling Parties shall exchange among themselves signed counterparts, and a complete set of executed counterparts shall be filed with the Court.

58. Binding Effect. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto. All Settling Parties waive the right to appeal or collaterally attack the Final Judgment entered under this Settlement Agreement.

59. Exclusive Jurisdiction and Venue for Enforcement. Any dispute relating to this Settlement and/or Final Judgment shall be resolved exclusively in the United States District Court for the Southern District of Indiana, Indianapolis Division, which shall retain exclusive jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement and/or Final Judgment. The Settling Parties agree to submit to the Court's exclusive jurisdiction and venue for the purposes described above.

60. Choice of Law. This Agreement and any document executed in furtherance of the Settlement shall be governed by, subject to, and construed in accordance with the laws of the state of Indiana.

61. Drafting. The Settlement shall be deemed to have been jointly prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

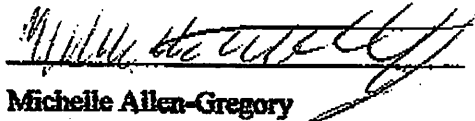
62. No Liability or Admission of Wrongdoing. Defendants deny having engaged in any improper, wrongful or illegal activity or having violated any law or regulation or that any person or entity has suffered any harm or damages as a result of any conduct alleged in the action. Defendants have agreed to the terms of the Settlement solely in the interest of avoiding costly and protracted litigation and the risk of an uncertain outcome in the Action. This Settlement and all negotiations, papers, writings, statements and/or proceedings in connection therewith are not, and shall not in any way be


construed or used as or deemed to be evidence of an admission or concession on the part of Defendants of fact, law or otherwise, including but not limited to: (i) an admission or concession of any liability or wrongdoing; (ii) an admission or concession that any or all of the Class Members have suffered damage; or (iii) an admission or concession that this case is properly maintainable as a class action apart from this Settlement. Neither this Settlement Agreement nor any document associated with it shall be deemed to be or construed as an admission by any Settling Party of any act, matter, proposition, or as reflecting any merit or lack of merit of any claim or defense, including but not limited to the appropriateness of class treatment of this Action.

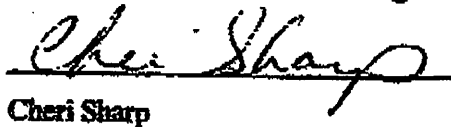
concession of any liability or wrongdoing; (ii) an admission or concession that any or all of the Class Members have suffered damage; or (iii) an admission or concession that this case is properly maintainable as a class action apart from this Settlement. Neither this Settlement Agreement nor any document associated with it shall be deemed to be or construed as an admission by any Settling Party of any act, matter, proposition, or as reflecting any merit or lack of merit of any claim or defense, including but not limited to the appropriateness of class treatment of this Action.

IN WITNESS WHEREOF, the Settling Parties and their counsel have executed this Settlement, intending to be legally bound hereby.

For the Named Plaintiffs and Class Members:


Michelle Allen-Gregory


Jana Massy

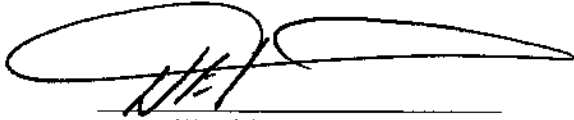

Cheri Sharp

/s/Steven C. Shane
Steven C. Shane
P.O. Box 73067
Bellevue, Ky. 41071
(859) 431-7800
(859) 431-3100 facsimile
shanelaw@fuse.net

/s/Stephen R. Felson
Stephen R Felson
220 Loraine Ave.
Suite 2
Cincinnati, Ohio 45220
(513) 520-6348
Stevef8953@aol.com

For the Defendants:

Town of Fortville, et. al.



By: Bill Hiday,
Town Council President

/s/Brooke L. Riffell
Brooke L. Riffell
Kopka Pinkus Dolin PC
9801 Connecticut Dr.
Crown Point, IN 46307
(219) 794-1888
briffell@kopkalaw.com

/s/ Leslie Pollie
Leslie Pollie
Kopka Pinkus Dolin PC
11611 N. Meridian St.
P.O. Box 40389
Indianapolis, IN 46240
(317) 818-1360
lbpollie@kopkalaw.com