

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

<b>STATE EX REL. ROBERT MERRILL,</b>	)	<b>CASE NO. 04CV001080</b>
<b>TRUSTEE, <i>et al.</i></b>	)	
	)	
Plaintiffs	)	<b>JUDGE EUGENE A. LUCCI</b>
vs.	)	
	)	
<b>STATE OF OHIO, DEPARTMENT OF</b>	)	<b><u>ORDER AND FINAL JUDGMENT</u></b>
<b>NATURAL RESOURCES, <i>et al.</i></b>	)	
	)	
Defendants	)	

This matter came for hearing on October 21, 2016 (the “Settlement Hearing”), on the application of the Settling Parties to determine whether the terms and conditions of the Stipulation of Settlement dated May 26, 2016 (the “Stipulation”) providing for the settlement (the “Settlement”) of all claims asserted by Plaintiffs Ohio Lakefront Group, Inc. (“OLG”), Robert Merrill, Trustee, Anthony J. Yankel, Charles S. Tilk, Sheffield Lake, Inc., Sandra L. Wade, David A. Zeber, Patricia French, and Neil Luoma, and the Settlement Class (collectively, “Plaintiffs”); against the State of Ohio, the Ohio Department of Natural Resources (“ODNR”), and the Director of ODNR (collectively, “Defendants” and together with Plaintiffs, the “Parties” or the “Settling Parties”) in the above-captioned litigation (the “Action”) now pending in this Court should be approved; and whether judgment should be entered dismissing the complaint on the merits and with prejudice, and releasing the Released Plaintiffs’ Claims as against all Released Defendant Parties.

The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that a notice of the Settlement Hearing substantially in the form approved by the Court was distributed in accordance with the manner of distribution approved by the Court.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation unless otherwise defined herein.
2. This Court has jurisdiction to enter this Judgment. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement, and over all Settling Parties.

3. This Court hereby finds that notice of the Settlement was provided pursuant to and in the form and manner directed by the Preliminary Approval Order and that the form and manner of notice given to Settlement Class members are hereby determined to have been the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled to receive such notice in compliance with the provisions of Rule 23 of the Ohio Rules of Civil Procedure and the requirements of due process.

4. Pursuant to and in compliance with due process, this Court hereby finds that the notice provided advised persons and entities in interest of the terms of the Settlement, and of their right to object thereto, and a full and fair opportunity was accorded to all persons and entities in interest to be heard with respect to the foregoing matters. Accordingly, it is hereby determined that all members of the Settlement Class are bound by this Judgment entered herein.

5. This Court finds that this action is properly maintained as a class action under Rule 23 of the Ohio Rules of Civil Procedure and that the Class Representatives fairly and adequately represented the interests of Settlement Class members. Class Counsel is authorized to act on behalf of all Settlement Class members with respect to all acts required by the Stipulation or such other acts which are reasonably necessary to consummate the Settlement set forth in the Stipulation.

6. This Court finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class, and hereby approves the Settlement as set forth in the Stipulation. This Court further finds that the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Settling Parties. Accordingly, the Settlement embodied in the Stipulation is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Stipulation.

7. The claims filed in the Action are hereby dismissed with prejudice and without costs except for the payments expressly provided for in this Judgment, the Stipulation, the Preliminary Approval Order, and/or any order entered by this Court regarding Class Counsel's request for attorneys' fees and expenses.

8. Upon the Effective Date, Plaintiffs, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns, shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged, and dismissed each and every of the Released Plaintiffs' Claims against the Released Defendant Parties, and shall forever

be enjoined from prosecuting any Released Plaintiffs' Claims against any of the Released Defendant Parties. Further, Plaintiffs shall be forever enjoined from prosecuting any claims relating in any way to the claims administration process, the Plan of Allocation or any distribution decisions regarding the Settlement Amount against any of the Released Defendant Parties.

9. Upon the Effective Date, each of the Defendants, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, and assigns, shall be deemed by operation of law to have fully, finally, and forever released, waived, discharged, and dismissed each and every of the Released Defendants' Claims against the Released Plaintiff Parties, and shall forever be enjoined from prosecuting any Released Defendants' Claims against any of the Released Plaintiff Parties.

10. This Judgment, the Stipulation, and any negotiations, proceedings, or agreements relating to them shall not be offered or received against any of the Settling Parties as evidence of or construed as or deemed to be evidence of: (a) any liability, negligence, fault, or wrongdoing of any of the Defendants; (b) a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement; (c) a presumption, concession, or admission by any of the Defendants with respect to the truth of any fact alleged in the Action or the validity of any of the claims or the deficiency of any defense that was or could have been asserted in the Action; (d) a presumption, concession, or admission by Plaintiff of any infirmity in the claims asserted; or (e) an admission or concession that the consideration to be given hereunder represents the consideration which could be or would have been recovered at trial.

11. Nothing herein, however, shall prevent any of the Settling Parties from using this Judgment, the Stipulation, or any document or instrument delivered thereunder: (a) to effect or obtain Court approval of the Settlement; (b) to enforce the terms of the Settlement; or (c) for purposes of defending, on the grounds of *res judicata*, collateral estoppel, release, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, any of the Released Plaintiffs' Claims and any Released Defendants' Claims released pursuant to the Settlement.

12. This Court retains exclusive jurisdiction, without affecting in any way the finality of this Judgment over: (a) implementation and enforcement of the Settlement; (b) hearing and determining Class Counsel's award of attorneys' fees and reimbursement of litigation expenses; (c) enforcing and administering this Judgment; (d) enforcing and administering the Stipulation including the releases granted therein; and (e) other matters arising from or relating to the foregoing.

13. This Court finds that throughout the course of the Action the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Ohio Rules of Civil Procedure and any other applicable laws and rules.

14. This Court finds that the Action has been properly maintained as a class action, and the Court finds that throughout the course of the Action, the Action was not brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis, and there have been no violations or reason for sanctions under Rule 11 of the Ohio Rules of Civil Procedure or similar rules or codes relating to the prosecution, defense, or settlement of the Action.

15. This Court hereby approves Class Counsel's application for attorneys' fees and expenses as set forth in the Stipulation as fair and reasonable under the circumstances of this litigation. Accordingly, this Court grants Class Counsel's fee and expense application in its entirety and awards \$1,247,369.80 to Class Counsel for attorneys' fees and expenses, and finds that such award is fair and reasonable. Payment shall be made on behalf of Defendants in accordance with the terms of the Stipulation.

16. This Court hereby approves Class Counsel's selection of Ohio Shoreline Preservation, an Ohio not-for-profit 501(c)(3) organization whose objectives are related as closely as possible to the purposes and remedies sought by the Action, as a reasonable and appropriate *cy pres* designee for the receipt of any remaining funds after full distribution of the Settlement Amount to Authorized Claimants according to the Plan of Allocation. Payment, if any, shall be made to Ohio Shoreline Preservation only at the time and in the manner provided for in the Plan of Allocation.

17. In the event the Settlement is terminated or the Effective Date cannot occur for any reason, then: (a) the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable except as specifically provided in the Stipulation; (b) the Settling Parties shall be deemed to have reverted to their respective positions in the Action immediately prior to

February 19, 2016; and, (c) except as otherwise expressly provided, the Settling Parties shall proceed in all respects as if the Stipulation and any related orders had not been entered.

18. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation. The deadline for Settlement Class members to submit Proofs of Claim, which was set as October 12, 2016, will be extended for thirty (30) days from the entry of this Final Judgment, until November 28, 2016.

19. This Court finds that no just reason exists for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(B) of the Ohio Rules of Civil Procedure.

**IT IS SO ORDERED.**

**FINAL APPEALABLE ORDER**  
**Clerk to serve pursuant**  
**to Civ.R. 58(B)**



JUDGE EUGENE A. LUCCI

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