

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement Agreement**”) is entered into among Roberta Ricci, Dachele L. Threats, Vincent Pizzi, Diane Dinobile, Abigail Torres, John Borden, and North American Auto Leasing, LLC (together, “**Named Plaintiffs**”), individually and in their putative capacity as representative plaintiffs on behalf of the putative Class Members (defined below), the City of Providence, by and through its Treasurer, James J. Lombardi, III (“**City**”) (the Named Plaintiffs and the City collectively, “**Parties**,” and each individually a “**Party**”), Greenberg Traurig, LLP, counsel for the City, Law Offices of Peter N. Wasylyk (“**Wasylyk Law**”), and Petrarca & Petrarca Law Offices (“**Petrarca Law**”), counsel for Named Plaintiffs and the putative Class Members.

SECTION I – RECITALS

1.1 WHEREAS, on March 23, 2018, the Named Plaintiffs filed a Class Action Complaint in Providence Superior Court, which bears the caption *Roberta Ricci et al., individually and on behalf of all others similarly situated v. City of Providence, by and through its Treasurer, James J. Lombardi, III*, which was timely removed to the United States District Court for the District of Rhode Island (“**Court**”), Case No. 1:18-cv-10171-JJM-PAS (“**Litigation**”).

1.2 WHEREAS, pursuant to the Rhode Island School-Zone-Speed-Enforcement System Act of 2016, R.I.G.L. § 31-41.3-1 *et seq.* (“**School Zone Speed Act**”), the City issued summonses to the Class Members (defined below) beginning in January 2018 based on information captured by camera systems installed pursuant to the School Zone Speed Act, which summons were based on a form of summons that since has been revised (“**Original Form of Summons**”). Since April 16, 2018, the City issued summonses based on a form of summons revised by the City (“**Revised Form of Summons**”).

1.3 WHEREAS, the Parties agree that the Revised Form of Summons accurately describes that recipients are cited for alleged violations of R.I.G.L. § 31.14-2, and are being fined for a “Speeding A” violation pursuant to R.I.G.L. § 31.41.1-4(a), adjudication of which is within the jurisdiction of the Providence Municipal Court, and which affords recipients procedural due process of law should recipients wish to challenge any citation.

1.4 WHEREAS, the Named Plaintiffs contend the claims asserted in the Litigation have merit and they have engaged in a thorough investigation of the facts and the law supporting those claims. Based on this evaluation and extensive arm’s-length negotiations between the Parties’ counsel, the Named Plaintiffs and their counsel have determined that this Settlement Agreement and the proposed settlement described herein are fair and reasonable as well as in the best interests of the Class Members (defined below).

1.5 WHEREAS, the City has vigorously denied and continues to deny all of the claims and contentions alleged in the Litigation, denies any wrongdoing on its part, and denies any liability to the Named Plaintiffs and the Class Members (defined below). The City has also conducted a thorough investigation and evaluated the risks and potential cost of litigating the issues raised in the Litigation and the benefits of the Settlement Agreement and proposed settlement described herein. Based on its evaluation, the City desires to settle the Parties’ dispute and the Litigation pursuant to the terms and conditions in the Settlement Agreement.

1.6 NOW, WHEREFORE, for adequate consideration as set forth herein, it is hereby stipulated and agreed, by and among the Parties, by and through their respective counsel, that: (i) the Parties desire to fully and finally resolve their dispute and the Litigation and shall seek Court approval of their settlement, as required by Federal Rule of Civil Procedure 23(e); and (ii) upon such approval by the Court, a final order and judgment shall be entered fully and finally resolving the dispute and the Litigation upon the terms and conditions set forth herein, or as modified by the Court and approved by the Parties as provided herein.

SECTION II – DEFINITIONS

In addition to terms defined in the preamble and Section I, as well as in other sections of this Settlement Agreement, the following terms shall have the following meanings. Some definitions include capitalized terms that are defined later in this section:

2.1 “**Bar Date**” means the final date on which Class Members may either object to or seek exclusion from the proposed Settlement, which shall be sixty (60) calendar days from the Notice Date, unless otherwise provided by the Court.

2.2 “**City Counsel**” means Greenberg Traurig, LLP.

2.3 “**Class Member(s)**” means any person or entity who was issued a summons dated April 15, 2018 or before that was based on information captured by camera systems installed and operated by the City pursuant to the School Zone Speed Act. The following persons are excluded as Class Members: all persons who are attorneys for the Parties and Judges of the Court.

2.4 “**Class Counsel**” means Wasylyk Law and Petrarca Law.

2.5 “**Court**” means the United States District Court for the District of Rhode Island.

2.6 “**Direct-Mail Notice**” means the legal notice (a) explaining the revisions made to the Original Form of Summons and that the Revised Form of Summons has been in use since April 16, 2018, (b) that all currently scheduled hearings have been canceled, subject to being rescheduled at a Settlement Class Member’s request (as provided for in Section V), and (c) summarizing the settlement terms contained herein, as approved by the Court, to be sent to the Class Members as set forth herein by regular mail. The Direct-Mail Notice must be substantially similar to the form attached hereto as **Exhibit A**.

2.7 “**Effective Date**” means the later of: (a) the expiration of the time to file or notice any appeal from the Court’s Final Order and Judgment; or (b) the date of final affirmance of any appeal from the entry of the Final Order and Judgment, without any material change by any court as provided herein.

2.8 “**Fairness Hearing**” means the hearing that is to take place after the entry of the Preliminary Approval Order and Notice Date for purposes of, among other things: (a) entering the Final Order and Judgment fully and finally resolving the Litigation; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; and (c) ruling upon an application by Class Counsel for an award of attorneys’ fees, costs, and expenses and the Named Plaintiffs’ service award.

2.9 “Final Order and Judgment” means the final judgment of the Court approving the Settlement, including Class Counsel’s application(s) for an award of attorneys’ fees, costs, and expenses and any service award for the Named Plaintiffs. The Final Order and Judgment must be substantially similar to the form attached hereto as **Exhibit B**.

2.10 “Hearing Request Form” means the form attached hereto as **Exhibit C**.

2.11 “Municipal Court” means the Providence Municipal Court

2.12 “Notice Date” means the date that the Direct-Mail Notice is sent to the Class Members, as provided herein. The Notice Date shall be no later than ten (10) calendar days after the Preliminary Approval Order, unless otherwise provided by the Court.

2.13 “Preliminary Approval Order” means the order preliminarily approving the Settlement and conditionally certifying the Litigation as a class action, as approved by the Court. This order must be substantially similar to the form attached hereto as **Exhibit D**.

2.14 “Revised Form of Summons” means the form of summons, to be approved by the Court, as attached hereto as **Exhibit E**.

2.15 “Settlement” means the settlement of this matter and related claims in the Litigation, as described in this Settlement Agreement.

2.16 “Settlement Class Member(s)” refers to any Class Member who does not elect exclusion from the Settlement as provided herein.

SECTION III – SETTLEMENT CONSIDERATION;
COST OF SETTLEMENT ADMINISTRATION

3.1 Cancelling Currently Scheduled Court Hearings; Opportunity to Challenge Speeding Citations and Refunds/Reduced Fines. Within five (5) calendar days after the Effective Date, the City shall cancel all currently schedule court hearings that were scheduled pursuant to the issuance of an Original Form of Summons. In addition, all those who received an Original Form of Summons shall have an option to have a hearing scheduled to challenge any citation, receive a refund, or pay a reduced fine, as follows:

- (a) For those Settlement Class Members who paid a \$95.00 fine for a speeding violation(s) based on an Original Form of Summons. Each such Settlement Class Member will have an option to request a hearing in the Municipal Court (as set forth in Section V) to challenge their speeding citation(s) or waive the right to a hearing to challenge their speeding citation(s). Settlement Class Members who opt to challenge their speeding citation(s) at a hearing will receive a \$20.00 refund per paid citation if found responsible for the citation(s) or a full refund of their payment if they are not found responsible. Settlement Class Members who do not request a hearing will receive a \$20.00 refund per paid citation, but will not be able to challenge their speeding citation(s) at a hearing.
- (b) For those Settlement Class Members who have not paid a \$95.00 fine for a speeding violation(s) based on an Original Form of Summons either because they

failed to attend a previously scheduled hearing or their hearing has not yet occurred. Each such Settlement Class Member will have an option to request a hearing in the Municipal Court (as set forth in Section V) to challenge their speeding citation(s) or waive the right to a hearing to challenge their speeding citation(s). Settlement Class Members who opt to challenge their speeding citation(s) at a hearing will receive a \$20.00 reduction in the issued fine per citation if found responsible for the citation(s) after a hearing, i.e., each citation shall be reduced from \$95.00 to \$75.00. Settlement Class Members who do not request a hearing will receive a \$20.00 reduction in the issued fine per citation, i.e., each citation shall be reduced from \$95.00 to \$75.00, but will not be able to challenge their speeding citation(s) at a hearing.

3.2 Costs/Expenses of Settlement Administration. The City will pay all costs and expenses associated with administering the Settlement, such as costs of providing Direct-Mail Notice. The City shall not bear any other costs or expenses arising out of administering the Settlement unless otherwise agreed to by the Parties in a written amendment to the Settlement Agreement.

**SECTION IV – ATTORNEYS’ FEES,
COSTS, AND EXPENSES; NAMED PLAINTIFFS’ SERVICE AWARD**

4.1 Arm’s-Length and Separate Negotiations. The Parties negotiated and reached full agreement on the material terms of the Settlement before reaching agreement regarding Class Counsel’s attorneys’ fees, costs, and expenses and any service award for the Named Plaintiffs. At no time did the Parties condition the relief afforded herein to Class Members on payment of any fees, costs, or expenses to Class Counsel or service awards to the Named Plaintiffs.

4.2 Agreed Fees. The City shall not oppose Class Counsel’s request for attorneys’ fees and reimbursement of costs and expenses of up to seventy-five thousand dollars and zero cents (\$75,000.00) (“**Agreed Fees**”). Class Counsel will not seek any amount in excess of the Agreed Fees and, in any event, Class Counsel agrees that the shall not pay, or be obligated to pay, in excess of the Agreed Fees. Class Counsel shall provide the City with a fully completed and executed IRS Form W-9 and any other required tax information and forms within five (5) calendar days after the Effective Date. Payment of the Agreed Fees (in the full amount or as reduced) shall be made to Class Counsel by check sent by overnight mail to Wasylyk Law, within five (5) calendar days after the Effective Date.

4.3 Release by Class Counsel. Upon payment of the fees set forth in Paragraph 4.2, the Released Persons (defined in Paragraph 9.1(a)) will forever and finally have satisfied any and all of their obligations to Class Counsel, if any, concerning payment of attorneys’ fees, costs, and expenses in the Litigation and with respect to the Settlement, and the Released Persons will forever and finally be absolved, released, and discharged of any liability whatsoever to Class Counsel, if any, concerning attorneys’ fees, costs, and expenses in the Litigation and with respect to the Settlement. Under no circumstances will Class Counsel bring any claims against the Released Persons for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys’ fees, costs, and expenses made in accordance with this Settlement Agreement, and Class Counsel releases the Released Persons from any and all claims because of,

relating to, concerning, or as a result of any payment or allocation of attorneys' fees, costs, and expenses made in accordance with this Settlement Agreement.

4.4 Agreed Service Award. The City agrees not to oppose the Named Plaintiffs' application for a service award in the amount of five hundred dollars and zero cents (\$500.00) for each Named Plaintiff, i.e., for a total service award of three thousand, five hundred dollars and zero cents (\$3,500.00) ("**Agreed Service Award**"), which shall be subject to Court approval. The Named Plaintiffs agree that they shall not petition the Court for more than \$3,500.00 in total for a service award. If the Agreed Service Award is reduced by the Court or any appellate court, the City will pay the reduced amount. Any such award shall be paid by the City in addition to the refund monies paid to any Settlement Class Members as provided for in Section 3.1 herein. The Named Plaintiffs shall provide the City with fully completed and executed IRS Forms W-9 and any other required tax information and forms within five (5) calendar days after the Effective Date. Payment of the Agreed Service Award (in the full amount or as reduced) shall be made to the Named Plaintiffs by individual checks sent by overnight mail to Wasylyk Law, within five (5) calendar days after the Effective Date.

SECTION V- SCHEDULING OF MUNICIPAL COURT HEARINGS AND DISTRIBUTION OF REFUND CHECKS/PAYMENT OF REDUCED CITATION AMOUNTS BY CLASS MEMBERS

5.1 Request for Hearing to Challenge Speeding Citation(s)/Refund. Any Settlement Class Member who wishes to challenge a speeding citation(s) related to the Original Form of Summons may request a hearing before the Municipal Court by submitting a properly completed Hearing Request Form post-marked by the Bar Date to the City at the address provided on the form. If the City receives a timely, completed form, the City will issue the Class Member a notice of a hearing date and the following shall apply:

- (a) If the Settlement Class Member had already paid a speeding citation(s) and (i) attends the hearing and successfully challenges that citation(s), the City will refund the Settlement Class Member the amount already paid for each successfully challenged citation; or (ii) does not attend the hearing or unsuccessfully challenges that citation(s) at the hearing, the City will refund the Settlement Class Member \$20.00 for each unsuccessfully challenged citation(s) (i.e., the City will reduce the fine from \$95.00 to \$75.00).
- (b) Refund checks will be mailed to Settlement Class Members at their last known mailing address within fourteen (14) business days of the hearing.

5.2 Waiver of Hearing to Challenge Speeding Citation(s)/Refund/Reduced Fine. Any Settlement Class Member who does not wish to challenge a speeding citation(s) related to the Original Form of Summons by requesting a hearing before the Municipal Court need not submit any form. After the Bar Date, all those Settlement Class Members who did not submit a Hearing Request Form shall be deemed to have waived their ability to challenge their speeding citation(s) and the following shall apply:

- (a) If the Settlement Class Member has already paid a speeding citation, the City will refund the Settlement Class Member \$20.00 for each speeding citation. Refund checks for these Settlement Class Members will be mailed to Settlement Class

Members at their last known mailing address within five (5) calendar days of the Effective Date.

- (b) If the Settlement Class Member has not paid a speeding citation (whether they did not attend a previously scheduling hearing or if their hearing was rescheduled), the Settlement Class Member's fine will be reduced by \$20.00, i.e., the Settlement Class Member need only pay \$75.00 per citation, with payments mailed within five (5) calendar days of the Effective Date.

5.3 Refund Checks. Refund checks shall be valid for 180 days. Any checks that are not negotiated within that period will revert back to the City to be used solely for Providence School Department expenditures. The City shall not be obligated to reissue refund checks where the original refund check is no longer valid.

SECTION VI- PRELIMINARY APPROVAL AND NOTICE

6.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement Agreement and the Settlement.

6.2 Preliminary Approval. As soon as practicable after this Settlement Agreement is fully executed, for settlement purposes only, the Parties agree that the Named Plaintiffs and Class Counsel should request the Court to make preliminary findings, enter the Preliminary Approval Order granting conditional certification of the Class, subject to final findings and ratification in the Final Order and Judgment, and appoint the Named Plaintiffs as class representatives and Class Counsel as counsel for the Class. Neither the City nor the City Counsel will object to such requests for the purposes of effectuating the Settlement. Such agreement not to object to class certification shall extend only as necessary to effectuate the Settlement. As set forth in the draft Preliminary Approval Order, the Named Plaintiffs shall request the Court to enter an order:

- (a) preliminarily approving and finding the Settlement Agreement and Settlement as being fair, reasonable, and adequate;
- (b) conditionally certifying the Litigation as a settlement class action under Rule 23(b)(3) and (e) of the Federal Rules of Civil Procedure;
- (c) appointing the Named Plaintiffs as class representatives and Class Counsel as counsel for the Class Members;
- (d) preliminarily approving the form, manner, and content of the Direct-Mail Notice, as provided herein, and finding that notice is fair, reasonable, and the best notice practicable under the circumstances in connection with notifying the Class Members of their rights and responsibilities under the Settlement Agreement and satisfying due process and Rule 23 of the Federal Rules of Civil Procedure;
- (e) preliminarily approving the form of the Revised Form of Summons as accurately describing that recipients are cited for alleged violations of R.I.G.L. § 31.14-2, and are being fined for a "Speeding A" violation pursuant to R.I.G.L. § 31.41.1-4(a),

adjudication of which is within the jurisdiction of the Providence Municipal Court, and which afford recipients procedural due process of law should recipients wish to challenge any citation;

- (f) directing Class Counsel to submit an application for payment of the Agreed Fees and Agreed Service Award no later than fifteen (15) calendar days before the Bar Date, as provided herein;
- (g) providing that Class Members will have until the Bar Date to object to or file a request for exclusion from the Settlement, as provided herein;
- (h) establishing dates by which all papers in support of the motion for final approval of the Settlement and/or any response to any valid and timely objections shall be filed and served;
- (i) preliminarily approving the form of the Final Order and Judgment;
- (j) providing that all Settlement Class Members will be bound by the Final Order and Judgment fully and finally resolving the Litigation on the terms and conditions contained herein;
- (k) staying all proceedings against the City until the Court renders a final decision on approval of the Settlement;
- (l) enjoining Settlement Class Members from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims (as defined in Section IX); and
- (m) setting the date and time of the Fairness Hearing, subject to the availability of the Court, Class Counsel, and the City Counsel, which date may be continued without necessity of further notice to the Class Members.

Unless otherwise agreed to by the Parties in writing, Class Counsel shall provide the City Counsel with drafts of the moving papers requesting preliminary approval for review at least five (5) business days before the papers are filed. The City shall be permitted, but not required, to file its own memorandum in support of preliminary approval.

6.3 Notice. The City will provide the Class Members with notice of the Settlement as follows:

- (n) Website. As of the Notice Date (except as set forth herein), the City shall post a link on the landing page of its website (<http://www.providenceri.gov/>) (above the fold) that will direct those who use the link to a webpage containing (i) the Complaint, (ii) the Settlement Agreement, (iii) the Preliminary Approval Order, (iv) the Direct-Mail Notice, (v) Class Counsel's application for attorneys' fees, costs, and expenses (posted after it is filed), (vi) Class Counsel's application for a service award for the Named Plaintiffs (posted after it is filed), and (vii) any other information to which the Parties may mutually agree. The link and page shall be disabled no sooner than fourteen (14) calendar days after the Effective Date.

- (o) Direct-Mail Notice. On the Notice Date, the City shall send the Direct-Mail Notice and related Hearing Request Form to the last known address of each Class Member. The City shall not be required to send such Direct-Mail Notice to any Class Member whose last known street address, as updated through the National Change of Address registry, is determined to be undeliverable pursuant to one of the following mailing codes: F (foreign move, no new address available), G (postal box closed, no new address available), or K (move, left no forwarding address).
- (p) Class Action Fairness Act Notice. The City will provide the notice required by 28 U.S.C. § 1715 within ten (10) calendar days of Class Counsel's submission of the Settlement Agreement to the Court for preliminary approval.

SECTION VII-EXCLUSIONS/OBJECTIONS

7.1 Exclusion Requests. Class Members may elect not to be part of the Settlement and not to be bound by the Settlement Agreement as follows:

- (a) Election. To make this election, a Class Member must send a letter to the City postmarked no later than the Bar Date, which is signed personally by the Class Member and provides: (i) the name and case number that has been assigned to this Litigation; (ii) the full name, e-mail and mailing address, and telephone number of the person requesting exclusion; and (iii) a statement that he or she does not wish to participate in the Settlement.
- (b) Exclusion List. The City shall serve on Class Counsel a list of Class Members who have timely and validly excluded themselves from the Settlement no later than ten (10) calendar days after the Bar Date.
- (c) Termination. If more than two hundred (200) Class Members request exclusion, the City may, in its sole discretion, within fifteen (15) calendar days after the Bar Date, notify Class Counsel and the Court in writing that the City has elected to terminate this Settlement Agreement. If this Settlement Agreement is terminated, the Litigation will revert to the status described in Paragraph 8.3 below.

7.2 Objections. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, Agreed Fees, or Agreed Service Award must file on or before the Bar Date a written objection with the Court and deliver the objection to Class Counsel and the City Counsel as follows:

- (a) Form and Notice. A written objection must include: (i) the name and case number of the Litigation; (ii) the full name, address, and telephone number of the person objecting; (iii) a statement of each objection; (iv) a written statement detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s); (v) the identity of all counsel who represent the objector and who may appear at the Fairness Hearing; (vi) a list of all persons who will be called to testify in support of the objection at the Fairness Hearing; (vii) a list of all other putative class actions to which the objector

has submitted an objection over the last ten (10) years; and (viii) a statement of whether the objector and/or his or her counsel intends to attend the Fairness Hearing.

- (b) Appearance at Fairness Hearing. Any Settlement Class Member who submits a timely objection as set forth above in Paragraph 7.2(a) may appear at the Fairness Hearing with or without counsel at the Settlement Class Member's own expense. If a Settlement Class Member is represented by counsel, such counsel must file a Notice of Appearance with the Court and serve a copy of the Notice of Appearance on Class Counsel and the City Counsel no later than fifteen (15) calendar days before the Fairness Hearing.
- (c) Waiver. Any Settlement Class Member who fails to comply with the provisions of Paragraph 7.2(a) and (b) will not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

SECTION VIII – FINAL APPROVAL

8.1 Motion for Final Approval. The Named Plaintiffs must apply for Court approval of the Final Order and Judgment no later than fifteen (15) calendar days before the Fairness Hearing, which application shall request final approval of the Settlement Agreement, the Agreed Fees, and the Agreed Service Award. Unless otherwise agreed to by the Parties in writing, Class Counsel shall provide the City Counsel with drafts of the moving papers requesting final approval for review at least five (5) business days before the motion is filed. The City shall be permitted, but not required, to file its own memorandum in support of final approval.

8.2 Final Order and Judgment. Among other terms mutually agreed by the Parties and approved by the Court, the Final Order and Judgment shall enter a final judgment:

- (a) determining that the Settlement is fair, reasonable, and adequate;
- (b) certifying the Litigation as a settlement class action under Rule 23(b)(3) and (e) of the Federal Rules of Civil Procedure;
- (c) determining that the Notice provided by the City satisfied due process and Rule 23 of the Federal Rules of Civil Procedure so as to bind the Settlement Class Members and fully and finally resolve the Litigation;
- (d) finally approving the form of the Revised Form of Summons as accurately describing that recipients are cited for alleged violations of R.I.G.L. § 31.14-2, and are being fined for a "Speeding A" violation pursuant to R.I.G.L. § 31.41.1-4(a), adjudication of which is within the jurisdiction of the Providence Municipal Court, and which afford recipients procedural due process of law should recipients wish to challenge any citation;

- (e) permanently enjoining Settlement Class Members from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims as defined in Section IX; and
- (f) retaining exclusive jurisdiction over the Parties, the Settlement Class Members, and all objectors to enforce the Settlement Agreement and Final Order and Judgment according to their terms.

8.3 Litigation Status if Settlement Not Approved. This Settlement Agreement is being entered into for settlement purposes only. If the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any material modifications of this Settlement Agreement that are not acceptable to the City and/or to Named Plaintiffs, if the Court does not approve the Settlement or enter the Final Order and Judgment, or if the Effective Date does not occur for any reason (including any reversal of the Final Order and Judgment by an appellate court or remand wherein the material terms herein are not reinstated), then this Settlement Agreement and the Settlement will be deemed null and void *ab initio*. In that event: (a) the Preliminary Approval Order, Final Order and Judgment, and any other order post-dating preliminary approval of the Settlement and all of their provisions will be vacated (“**Denial Date**”), including, but not limited to, the conditional certification of the Class, conditional appointment of the Named Plaintiffs as Class Representatives, and conditional appointment of the Named Plaintiffs’ counsel as Class Counsel; (b) the Litigation will revert to the status that existed before the Settlement Agreement’s execution date and the Parties shall not have waived any of their claims or defenses; (c) no term or draft of this Settlement Agreement or any part of the Parties’ settlement discussions, negotiations, or documentation will have any effect, be admissible into evidence, or be subject to discovery for any purpose in the Litigation or any other proceeding; and (d) the City shall retain all of its rights to object to the maintenance of the Litigation as a class action.

**SECTION IX – RELEASES,
ACKNOWLEDGMENTS, AND WAIVERS**

9.1 Releases and Acknowledgments. Upon entry of the Final Order and Judgment, Named Plaintiffs and the Settlement Class Members, and each of their respective heirs, legatees, next-of-kin, representatives, beneficiaries, successors, and assigns (“**Releasing Parties**”) hereby:

- (a) release, acquit, and forever discharge the City, and its present, future, and former advisors, agents, assigns, attorneys, consultants, contractors, divisions, departments, employees, independent contractors, insurers, partners, joint ventures, vendors, managers, public officials, officers, and representatives (“**Released Persons**”), from any and all manner of accounts, actions, agreements, attorneys’ fees, bills, bonds, causes of action, charges, claims, contracts, controversies, costs, covenants, damages, debts, demands, dues, executions, expenses, extents, interest, judgments, losses, liabilities, obligations, penalties, promises, reckonings, remedies, rights, suits, sums of money, trespasses, and variances, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, common law or statutory which they have or may have from the beginning of the world to the Effective Date arising out of or relating to the claims that are alleged or could

have been alleged in the Litigation or arising out of use of the School Zone Speed Act (“Released Claims” or “City Release”);

- (b) acknowledge, represent, covenant, and warrant that the obligations imposed by the City Release shall be forever binding, and that the City Release may not be modified, amended, annulled, rescinded, or otherwise changed unless in writing signed and notarized by duly authorized representative of the City to which the modification, amendment, annulment, rescission, or change applies, and which writing expressly refers to the City Release and this Settlement Agreement;
- (c) acknowledge, represent, covenant, and warrant that they have not made any assignment of any right, claim, or cause of action covered by the City Release to any individual, corporation, or any other legal entity whatsoever;
- (d) acknowledge, represent, covenant, and warrant that they have full power, competence, and authority to execute and deliver the City Release; and
- (e) acknowledge, represent, covenant, and warrant, to the extent the City Release may be deemed a general release, that the Releasing Parties waive and release any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS [OR HER] FAVOR AT THE TIME OF EXECUTING A RELEASE, WHICH IF KNOWN BY HIM [OR HER] MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR” or any other similar federal or state law.

9.2 Acknowledgment and Waiver of Unknown or Different Facts. Upon entry of the Final Order and Judgment, the Releasing Parties acknowledge, represent, covenant, and warrant that (i) they fully understand the facts on which the Settlement Agreement is executed may be different from the facts now believed by them and their counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts that later may be discovered; and (ii) they hereby waive any right or ability to challenge the Settlement upon the discovery of any new facts, any additional Released Claims, or a change in the law regardless of why or how such facts, claims, or law was/were not otherwise known to them prior to executing and agreeing to this Settlement Agreement.

SECTION X – BEST EFFORTS

10.1 The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement and administration of the claims hereunder, including, without limitation, by seeking or not objecting to preliminary and final Court approval of this Settlement Agreement and the Settlement embodied herein, by carrying out the terms of this Settlement Agreement, and by promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

10.2 The Parties and their counsel understand and agree that the administration of a class action lawsuit can be complex and that, from time to time after the entry of the Final Order and Judgment, unique, non-material issues with respect to individual Class Members may arise that are not directly covered by the terms of this Settlement Agreement. In the event any such non-material issues arise, the Parties and their counsel agree to cooperate fully with one another and to use their respective best efforts to come to agreement, which agreement shall not be unreasonably withheld.

10.3 Any requests for cooperation shall be narrowly-tailored and reasonably necessary for the requesting party to recommend the Settlement to the Court and to carry out its terms.

SECTION XI – ADDITIONAL PROVISIONS

11.1 Compromise of Disputed Claims; The City’s Denial of Wrongdoing; Joint Statement. This Settlement Agreement reflects the Parties’ compromise and settlement of disputed claims. Its provisions and all related drafts, communications, discussions, and any material provided by the City during the Parties’ negotiations cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person or entity and cannot be offered or received into evidence in any other action or proceeding as evidence of an admission or concession, except as necessary to enforce the Settlement Agreement. The City expressly denies (a) any and all liability, culpability, and wrongdoing with respect to the Litigation and matters alleged therein and (b) that the Litigation could be certified and maintained as a class action under Federal Rule of Civil Procedure 23 or other state rule of procedure or law other than by way of settlement. The Parties agree to issue the following Joint Statement to the news media and public and, if asked, will not make any other statements inconsistent with the Joint Statement:

The City of Providence and the Plaintiffs are pleased to announce a proposed class-wide settlement of the Ricci v. City of Providence litigation. The settlement will require court preliminary approval, notice to the class members (all those who received summonses, dated April 15, 2018 or before, based on information provided by the City’s School Speed Zone Camera system), and final approval at a fairness hearing after class members are afforded an opportunity to exclude themselves from, or object to, the proposed settlement.

The Parties intend to file with the Court their settlement agreement and a motion for preliminary approval of the settlement on or before May 18, 2018, at which time all of the proposed terms of the settlement will be made available to the public for review. As notice of the terms of the settlement to the class members requires actual court approval according to the law, the parties are not able to disclose the actual terms of the settlement at this time beyond stating that all class members will be afforded an opportunity for a hearing to challenge their summonses and, if found responsible, will be provided a partial refund (if they already paid a fine) or a reduced fine. Those class members who do not want to attend a hearing will be provided the same relief. The full terms of the settlement will be described in detail in the settlement agreement and the class notice that must be approved by the Court before the settlement is implemented.

The Parties wish to recognize the assistance of the Honorable Mark Pfeiffer, who acted as mediator and assisted the Parties resolve their dispute in an expedient and efficient way for the benefit of all concerned. The Plaintiffs appreciate that the City revised the language in the form of summons that is currently being used for school-zone speeding citations. The City is extremely pleased to note that, through the implementation of the of the School Speed Zone Camera system, speeding violations in close proximity to Providence Public Schools have decreased substantially and surrounding neighborhoods are safer as a result.

11.2 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class Members.

11.3 Real Parties-in-Interest. In executing this Settlement Agreement, the Parties warrant and represent that they, including the Named Plaintiffs in their representative capacity on behalf of the Class Members, and, to the best of their knowledge, the Class Members, are the only persons having any interest in the claims asserted in the Litigation, including the Released Claims.

11.4 Voluntary Agreement. The Parties execute this Settlement Agreement voluntarily and without duress or undue influence. All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective counsel, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their counsel, and that the terms and conditions of this document are fully understood and voluntarily accepted.

11.5 Entire Agreement. This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Litigation. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

11.6 Construction and Interpretation. Neither Party nor any of the Parties' respective counsel will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

11.7 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or with respect to the scope of this Settlement Agreement.

11.8 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and the Settlement and are incorporated into this Settlement Agreement as though fully set forth in the Settlement Agreement.

11.9 Modifications and Amendments. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed by the Parties or their respective counsel.

11.10 Governing Law. This Settlement Agreement is governed by the law of the State of Rhode Island and must be interpreted under the state law and without regard to conflict of laws principles.

11.11 Further Assurances. The Parties must execute and deliver any additional papers, documents, and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

11.12 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement or the Final Order and Judgment entered in the Litigation.

11.13 No Waiver. The waiver by a Party of any breach of this Agreement by the other Party shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with the execution of this Settlement Agreement or during administration of the Settlement, as approved by the Court.

11.14 Execution Date. This Settlement Agreement is deemed executed on the last date the Settlement Agreement is signed by all of the undersigned.

11.15 Counterparts. This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or electronic versions of executed copies of this Settlement Agreement may be treated as originals.

11.16 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

11.17 Severability. If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt in good faith to renegotiate the Settlement Agreement or, if that proves unavailing, either Party may terminate the Settlement Agreement without prejudice to any Party.

11.18 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective counsel, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of this 14th day of May, 2018.

THE CITY OF PROVIDENCE

By: James J. Lombardi, III
Title: Treasurer

GREENBERG TRAUIG, LLP, as the City's
Counsel



By: David G. Thomas

PETRARCA & PETRARCA LAW OFFICE, as
counsel for the Named Plaintiffs and putative Class
Counsel,

By: Peter J. Petrarca

LAW OFFICE OF PETER WASYLYK, as
counsel for the Named Plaintiffs and putative Class
Counsel,

By: Peter N. Wasylyk

ROBERTA RICCI, individually and in her
representative capacity for the putative Class
Members

Printed Name:

DACHELLE L. THREATS, individually and in
her representative capacity for the putative Class
Members

Printed Name:

VINCENT PIZZI, individually and in his
representative capacity for the putative Class
Members

Printed Name:

DIANE DINOBILE, individually and in her
representative capacity for the putative Class
Members

Printed Name:

ABIGAIL TORRES, individually and in her
representative capacity for the putative Class
Members

Printed Name:

JOHN BORDEN, individually and in his
representative capacity for the putative Class
Members

Printed Name:

NORTH AMERICAN AUTO LEASING, LLC,
individually and in its representative capacity for
the putative Class Members

By: