

17-CI-001663

JEFFERSON CIRCUIT COURT
DIVISION ONE (1)
HONORABLE ERIC J. HANER

TINA SEATON, et al.

PLAINTIFFS,

vs.

AMENDED JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

ST. STEPHEN'S CEMETERY ASSOCIATION, et. al.

DEFENDANTS

* * * * *

Plaintiff Tina Seaton, on behalf of herself and all others similarly situated, by counsel, hereby asks this Court to grant the parties' Amended Joint Motion for Preliminary Approval of Class Action Settlement Agreement. A proposed order and a supporting memorandum with exhibits is being filed contemporaneously with this motion.

RESPECTFULLY SUBMITTED:

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Attorneys for Plaintiffs and the Class

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was served via Courtnet 2.0, and by email, on this the 27th day of November, 2024, to the following:

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TINA SEATON, et al.

PLAINTIFFS

v.

**BRIEF IN SUPPORT OF AMENDED JOINT MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

ST. STEPHEN’S CEMETERY ASSOCIATION, et al.

DEFENDANTS

***** ***** *****

Pursuant to this Court’s order of Oct. 8, 2024, Plaintiffs Tina Seaton, et. al., (collectively, “Plaintiffs” or, as individuals, “Named Plaintiffs”) and Defendants St. Stephen’s Cemetery Association, et. al., (“Defendants”), hereby jointly move this Court for an Order preliminarily approving the amended proposed class action settlement as described herein, and in support state as follows:

INTRODUCTION

This Court denied the parties’ previous motion for approval, filed Sept. 17, 2024, due to concerns about a lack of detail in the notice process. Denial at 1, citing CR 23.05(1)(“The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.”). The parties have been working diligently to provide additional detail and background on the notice process over the last two months. Those new details are summarized below and in the attached documents. The parties also incorporate by reference the previous memorandum and attachments setting forth other aspects of the settlement which were unrelated to the denial order. Finally, if the Court so desires, the parties are willing to discuss any aspects of the class action settlement process in person with the Court at a time and date of the Court’s choosing.

AMENDED CLASS ACTION NOTICE PROGRAM

As this Court noted in its Order of Oct. 8, 2024, a class action notice “... must contain a fair recital of the subject matter of this lawsuit and a general description of the terms of the proposed settlement, so that class members can make an informed decision concerning their rights to file objections to the proposed

settlement and to opt out of the class.” The parties hereby attach a copy of two proposed notices. The short form notice, attached as **Exhibit A**, will be mailed to potential class members with known addresses. It contains the above information, and also provides a toll-free phone number and website where additional details will be available following Court approval. The long form notice, attached as **Exhibit B**, includes the same information that will be published on the class action settlement website administered by Verita Global (“Verita”). Both notices contain details about the procedure for opting out or objecting to the settlement. The parties also attach a slightly amended draft settlement agreement with a class definition that is consistent with the class definition approved by this Court. **Exhibit C**. The dates in the notices will be completed once this Court grants preliminary approval, based on the timelines outlined in the settlement agreement.

PROCEDURES FOR CLASS NOTICE

The parties also are mindful of the Court’s concern about the method of distribution of notices to class members. Order at 1. To address this concern, the parties and their counsel have worked together in recent weeks to compile a list of written complaints received by the cemetery during the relevant time period, along with contact information. This list is being combined with a database of class members maintained by plaintiffs’ counsel since the inception of this case in 2017. There are 85 overall families on the combined list. Because there may be more than one next of kin connected to each address, counsel believes the notice process will reach at least 100 and likely many more individuals in this manner. Those with a physical address will receive a notice by First Class Mail. Electronic mail also will be used as an alternate form of distribution, along with print publication, online advertisements and a media campaign. See Declaration of Christie K. Reed Regarding Settlement Notice Plan, attached as **Exhibit D**.

CONCLUSION

For the reasons stated above, Plaintiffs and Defendants respectfully request that the Court grant the Amended Joint Motion and (1) preliminarily approve the class action settlement and release, (2) approve the proposed form and manner of notice to settlement class, (3) appoint Verita as the proposed class administrator, and (5) set hearing on final approval of the proposed settlement and release and on any application for attorney’s fees and costs.

This 27th day of November, 2024.

Respectfully submitted,

ALEX DAVIS LAW OFFICE PSC

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hrommelman@landrumshouse.com
zhoskins@landrumshouse.com
Counsel for Defendant, Barbara Houser

/s/ Alex C. Davis
Alex C. Davis

LEGAL NOTICE

If you purchased or are next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992 and February 24, 2017, you may be entitled to benefits from a class action settlement.

A court authorized this Notice.

1-XXX-XXX-XXXX

www.kycemeterysettlement.com

XXXX

*Section v. St. Stephen's Cemetery
Settlement Administrator
P.O. Box
City, State ZIP-XXXX*

First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

- «ClassMemberID»
- «First1» «Last1»
- «CO»
- «Addr1» «Addr2»
- «City», «St» «Zip»
- «Country»

A \$1,250,000 settlement has been proposed in a class action lawsuit *Tina Seaton et. al. v. St. Stephen's Cemetery Association, et al* Case No. 17-CI-1663 alleging gross negligence by St. Stephen's Cemetery and its board members and caretaker for losing records related to the location of bodies, burying bodies in improper locations, and failing to follow Kentucky cemetery laws for the proper interment of bodies or cremated remains.

Who is included? The Settlement Class is defined as: "All persons who purchased and/or who are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992, and February 24, 2017."

What does the Settlement provide? Settlement Class Members may file a claim to receive a pro-rata share of the settlement fund based on the number of graves purchased, the number of relatives buried at the cemetery during the relevant time period, the documentation provided and other factors. To receive a payment, you must submit a completed and signed claim form and provide documentation establishing that you are a member of the class.

You must provide proper documentation to make a successful claim.

How do I get Settlement benefits? You must complete and submit a Claim Form by **Month XX, 2024**. You may submit a Claim Form online at www.kycemeterysettlement.com. Claim Forms may also be printed from the website or requested by calling the Settlement Administrator and submitted by mail and postmarked by **Month XX, 2024**.

What are my other options? If you do not want to be legally bound by the Settlement, you must opt-out by **Month XX, 2024**. Unless you opt-out of the Settlement, you will not be able to sue St. Stephen's Cemetery or other released parties for any claim released by the Settlement. If you do not opt-out of the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court's Final Approval Hearing. Objections are due **Month XX 2024**. Additional details about opting out or objecting are available online at www.kycemeterysettlement.com.

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing in this case on **Month XX, 2024, at X:X0 X.m.** at the ADDRESS. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) \$7,500 Service Awards for each Class Representative; and (3) Class Counsel's request for up to 33.33% or \$416,625 in attorneys' fees, and reimbursement of costs (up to \$100,000). You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

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1-XXX-XXX-XXXX

www.kycemeterysettlement.com

XXXX

*Section v. St. Stephen's Cemetery
Settlement Administrator
P.O. Box
City, State ZIP-XXXX*

First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

- «ClassMemberID»
- «First1» «Last1»
- «CO»
- «Addr1» «Addr2»
- «City», «St» «Zip»
- «Country»

A \$1,250,000 settlement has been proposed in a class action lawsuit *Tina Seaton et. al. v. St. Stephen's Cemetery Association, et al* Case No. 17-CI-1663 alleging gross negligence by St. Stephen's Cemetery and its board members and caretaker for losing records related to the location of bodies, burying bodies in improper locations, and failing to follow Kentucky cemetery laws for the proper interment of bodies or cremated remains.

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Notice of Class Action Settlement

Tina Seaton, et al v. St. Stephen's Cemetery Association, et al.,
Case No. 17-CI-1663

A court has authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully and completely, your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Monetary Compensation Under this Class Action Settlement.

- A Settlement has been reached between St. Stephen's Cemetery Association ("Defendant" or "SCA") and Plaintiff Tina Seaton (the "Plaintiff"), individually and on behalf of the previously certified classes (the "Class" or "Plaintiffs"). The underlying lawsuit, entitled *Tina Seaton, et al v. St. Stephen's Cemetery Association, et al.*, Civil Case No. 17-CI-001663 is presently pending in the Jefferson Circuit Court Division One (1) in Louisville, Kentucky.
- **This Settlement concerns St. Stephen's Cemetery ("St. Stephen's"), a cemetery located in Louisville, Kentucky. The Settlement provides monetary benefits.**
- **You are a member of the Class, and your rights may be affected by this Settlement if you purchased and/or are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992, and February 24, 2017.**

Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

| Summary of Your Legal Rights and Options | | Deadline |
|---|--|---|
| SUBMIT A CLAIM FORM | The only way to receive a cash payment. | Online or Postmarked by [DATE] . |
| EXCLUDE YOURSELF BY OPTING OUT | Get no payment. Keep your right to file your own lawsuit against the Defendant for the same claims resolved by this Settlement. | Postmarked by [DATE] . |
| OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING | Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [DATE] about the fairness of the Settlement, with or without your own attorney. | Received by [DATE] . |
| DO NOTHING | Get no payment and be bound by the terms of the Settlement. | |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. You will not receive any money or other benefits under this Settlement until the Court grants final approval and after any potential appeals are resolved. Please be patient. **WHAT THIS NOTICE CONTAINS**

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1. BASIC INFORMATION

1. Why did I get this notice?

This lawsuit was filed on April 1, 2017, and is presently pending in the Jefferson Circuit Court Division One (1) in Louisville, Kentucky. You have received this notice because Defendant's cemetery records indicate that you purchased and/or are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992, and February 24, 2017.

This notice explains that the Court has given "preliminary approval" of a settlement of this Class Action lawsuit. The Court has authorized this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

The lawsuit alleges gross negligence by the cemetery and its board members and caretaker for losing records related to the location of bodies, burying bodies in improper locations, and failing to follow Kentucky cemetery laws for the proper interment of bodies or cremated remains.

The Defendant has denied all material allegations made in the Complaint, and all amendments, and denied any wrongdoing in connection with the cemetery services provided to Plaintiffs and/or class members and/or their representatives.

3. What is a class action?

In a class action one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. This group of people is called the "class," and the people in the class are called "Settlement Class Members" or the "Settlement Class." One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The persons who sued here (Tina Seaton, Tina Clark, and Kelley Bryant) are called the Plaintiffs or Class Representatives. The company they sued—St. Stephen's Cemetery Association—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

2. WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: "All persons who purchased and/or who are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992, and February 24, 2017."

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (1) any officer, director, agent, employee, full or partial owner of St. Stephen's Cemetery Association, and any member of their immediate families; (2) Bruce D. Zimmerman, Sr., Herb Zimmerman, Mark Holland, Tony Bostic, Barbara Ann Houser, and any member of their immediate families; (3) the judge to whom this case is assigned, any member of the judge's staff, and any member of their immediate families; (4) any potential class member who timely elects to be excluded from the class; and (5) any potential class member who has obtained other legal representation, has commenced or is participating in a separate lawsuit as of the date of certification, or has not elected to join the class.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, at 1-XXX-XXX-XXXX or you can visit www.kycemeterysettlement.com for more information.

3. THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, the Defendant will establish a settlement fund in the amount of one million two hundred fifty thousand dollars (\$1,250,000). These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service awards to the Class Representatives, and attorneys' fees and costs. Any remaining funds will be _____.

9. What can I get from the Settlement?

Settlement Class Members may file a claim to receive a *pro-rata* share of the settlement fund based on the number of graves purchased, the number of relatives buried at the cemetery during the relevant time period, the documentation provided and other factors. To receive a payment, you must submit a completed and signed claim form and provide documentation establishing that you are a member of the class.

You must provide proper documentation to make a successful claim.

10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.kycemeterysettlement.com.

4. How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form and provide documentation showing that you are a member of the class by [DATE]. Claim Forms may be submitted online at www.kycemeterysettlement.com or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, include all required information, and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

To be valid, a mailed Claim Form must be postmarked no later than [DATE]. An online Claim Form must be submitted by 11:59 p.m. on [DATE] at www.kycemeterysettlement.com.

In the Claim Form, you will be asked to include your name and contact information and identify each grave for which you are submitting claims. The Claims Administrator may contact you and request further information or documents to identify the graves, or otherwise verify your claims.

If you are asserting claims on behalf of a deceased person, you must provide documentation establishing you as Personal Representative, or documentation evidencing the authority to act and receive assets of the Settlement Class Member. You will be required to provide certain information under oath including:

- The decedent’s name;
- Your relationship to the decedent;
- A statement that you are authorized to act on behalf of the decedent; and
- A statement that either:
 - No other family member or person has the same or superior right to act on behalf of the decedent; or,
 - You have the permission to submit a claim on behalf of the decedent even though there are others family members or persons who have the same or superior rights to represent the decedent.

12. When will I get my payment?

The Court will hold a hearing on [DATE], to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement website, www.kycemeterysettlement.com.

5. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Alex Davis of Alex Davis Law Office PSC, Jasper D. Ward IV of Jones Ward PLC, Mark K. Gray and Matthew L. White of Gray & White, and Stephen A. Brooks of Stephen Brooks PSC have been appointed to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys’ fees from the Settlement Fund, not to exceed one third of the Settlement Fund (i.e. not more than \$416,625). Class Counsel also may petition the Court for their out-of-pocket costs and expenses, not to exceed \$100,000.

The Settlement Class is represented by the Plaintiffs named above, who have been designated as the “Class Representatives.” Class Representatives may make a claim for benefits like all other Settlement Class Members but will also each request a \$7,500 award for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel, as well as the amount of the service awards for the Class Representatives. Class Counsel will file an application for fees, expenses, and service awards no later than [DATE]. The application will be available on the Settlement Website, www.kycemeterysettlement.com, or you can request a copy by contacting the Settlement Administrator.

6. EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue the Defendant or released parties on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement by [DATE]. To opt out, you must send a letter or postcard via U.S. mail to the address below that contains the following information:

- The full name, address, and telephone number of the person(s) seeking exclusion;
-
- Must contain a statement that: “I/we hereby confirm that I/we paid for funeral products or services of St. Stephen’s Cemetery and have not been reimbursed and request that I/we be excluded from the proposed Class.”; and
- Must be signed by the Settlement Class Member(s) or an authorized representative thereof verifying the same.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than [DATE] to:

Seaton v. St. Stephen’s Cemetery Association Settlement Administrator
P.O. Box XXXX
XXXXXX

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

17. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment or credit monitoring services as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

7. COMMENTING ON OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don’t like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You can’t ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

- a) The name of this Litigation (*Tina Seaton, et al v. St. Stephen's Cemetery Association, et al.*, Case No. 17-CI-1663);
- b) Your full name, current mailing address, and telephone number;
- c) A description of the St. Stephen's products or services purchased during the Class Period;
- d) A notice of intention to appear, either in person or through an attorney (if applicable);
- e) The name, address and telephone number of the attorney (if you hired one to represent you);
- f) A statement indicating that you are a member of the Settlement Class;
- g) A statement of each objection asserted;
- h) A detailed description of the facts underlying each objection;
- i) A list of exhibits and/or affidavits you may offer during the hearing;
- j) A list of all witnesses you may call to testify at the hearing, along with a summary of each witness's anticipated testimony;
- k) An identification (including the name of the case, the court in which the matter is pending, and the civil action number) of any other class settlements to which you or your attorney has asserted and objection; and
- l) Your original signature or the signature of the attorney representing you (if any).

Completed objections must be filed with the Clerk of Court and mailed and postmarked to all counsel by **[DATE]**.

| | | |
|---|--|---|
| To the Clerk of the Court: Clerk of the Court 700 W. Jefferson Street Louisville, KY 40202 | To Plaintiffs' Counsel: Alex Davis Law Office PSC 445 Baxter Ave., Suite 275 Louisville, KY 40204 | To Defense Counsel: Garvey Shearer Nordstrom PSC 2388 Grandview Dr. Ft. Mitchell, KY 41017 |
|---|--|---|

20. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

8. THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) at **[Date and Time]**, at the **LOCATION** before Judge Haner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and Class Counsel's application for attorney's fees, costs and expenses, and service awards. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision. The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.kycemeterysettlement.com for updates.

Class Counsel will file a motion for final approval of the Settlement by [DATE]. Objectors, if any, must file any response to Class Counsel's motion by [DATE]. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorney's fees, costs and expenses, and service awards will be filed by [DATE].

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. It is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

9. IF I DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money or credit monitoring services from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

10. GETTING MORE INFORMATION

25. Are more details about the Settlement available?

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at www.kycemeterysettlement.com; by reviewing the case docket and filings online at www.kycemeterysettlement.com or by visiting the office of the Clerk of the Court, 700 W. Jefferson Street, Louisville, KY 40202 between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

26. How do I get more information?

Visit the website, www.kycemeterysettlement.com, where you will find more information, including the claim form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator:

Seaton v. St. Stephen's Cemetery Settlement Administrator
P.O. Box XXXX
City, ST XXXX-XXXX

1-XXX-XXX-XXXX PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter “Settlement Agreement” or “Settlement”) is made by and between St. Stephen’s Cemetery Association, Bruce D. Zimmerman, Sr., Herb Zimmerman, Tony Bostic, and Mark Holland (hereinafter collectively referred to as “Defendant”), on the one hand; and by Tina Seaton, Tina Clark, and Kelly Bryant, individually and as representatives of a similarly situated settlement class as defined herein (“Plaintiffs”), on the other hand.

DEFINITIONS

As used in this Settlement Agreement, the terms below have the following meanings:

1. Claim: A claim for payment pursuant to the Class Notice and Claim Form.
2. Claim Amount: The recovery amount to be paid to Settlement Class Members who submit a valid Claim Form within the Claims Period.
3. Claim Period: This time period relates to individuals who purchased and/or whose next of kin purchased burial plots and services at St. Stephen’s Cemetery between January 1, 1992, and Feb. 24, 2017.
4. Claim Form: The Claim Form attached to this Settlement Agreement as Exhibit “A”.
5. Claimant: Any Settlement Class Member who submits a valid Claim Form.
6. Claims Administrator: A third party selected by the parties and approved by the Court to administer the Settlement. The Class Administrator shall sometimes herein be referred to as the “Claims Administrator.”
7. Settlement Class: All Settlement Class Members.
8. Class Counsel: Alex C. Davis, Jasper D. Ward IV, Mark K. Gray, Matthew L.

White, and Stephen A. Brooks.

9. Settlement Class Members: All persons who purchased and/or who are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992 and February 24, 2017, except for (1) any officer, director, agent, employee, full or partial owner of St. Stephen's Cemetery Association, and any member of their immediate families, (2) Bruce D. Zimmerman, Sr., Herb Zimmerman, Mark Holland, Tony Bostic, Barbara Ann Houser, and any member of their immediate families, (3) the judge to whom this case is assigned, any member of the judge's staff, and any member of their immediate families, (4) any potential class member who timely elects to be excluded from the class, and (5) any potential class member who has obtained other legal representation, has commenced or is participating in a separate lawsuit as of the date of certification, and has not elected to join the class.

10. Class Notice: The Notice of proposed class action settlement and scheduled fairness hearing in substantially the form attached to this Settlement Agreement as Exhibit "B".

11. Class Representatives: Tina Seaton, Tina Clark, and Kelly Bryant.

12. Court: Jefferson Circuit Court, Division One (1).

13. Effective Date: The effective date of this Settlement Agreement shall occur five (5) business days after the Final Judgment and Order is deemed final, presuming that no objections have been filed.

14. Final Approval: The Court's issuance of a final, appealable order which finally approves this Settlement.

15. Final Judgment and Order: The Court's final judgment approving this Settlement.

16. Personal Representative: A person who is the executor, administrator, or otherwise

has authority to act on behalf of a deceased class member or his/her estate.

17. Preliminary Approval: The Court’s determination that the Settlement should be preliminarily approved in accordance with governing law.

18. Released Claims: All claims, demands and causes of action, made or which could have been made, by Settlement Class Members in this litigation and/or released in accordance with this Settlement Agreement.

19. Release: Defendants, and all of their predecessors, successors, current and former parents, affiliates, and subsidiaries, and all of their agents, employees officers, directors, shareholders, attorneys, collection agencies, vendors, and insurers, including State Auto Insurance Companies, as well as any company or entity by Defendant, during the Class Period.

GENERAL PROVISIONS

20. The parties desire to settle and compromise *Tina Seaton, et. al. v St. Stephen’s Cemetery Association, et. al.*, pending in the *Jefferson Circuit Court, Division One* (the “*Seaton Case*”). The case was certified as a liability-only class action on Jan. 3, 2022, pursuant to CR 23.01 and 23.02(c). The trial court’s certification order was upheld by the Kentucky Court of Appeals on Nov. 10, 2022, with a requirement to alter the class definitions, which the trial court did on July 11, 2023.

21. The *Seaton* case is being finally and fully settled as set forth herein. The *Seaton* case is the matter in which Defendant consents to a preliminary settlement class being certified by the Court pursuant to the terms of this Settlement Agreement. It is agreed that no attorneys’ fee will be required to be paid until after Final Approval of the Settlement Agreement by the Court and a Judgment is entered in the case dismissing the case with prejudice, and such Judgment is

final.

22. This Settlement Agreement is a compromise of any and all disputed claims. Specifically, by entering into this agreement, Defendants and/or their insurance carriers do not admit liability or concede their policies or practices regarding the cemetery violate any state or federal regulation or statute, nor do Defendants concede the appropriateness of class certification other than for settlement purposes. To avoid the expense of protracted litigation, and based solely upon issues unique to the Kentucky law and the specific terms of this Settlement Agreement, Defendants are entering into this Agreement.

23. This Agreement is not, and may not be construed or used, as an admission or concession by or against any party on any point of fact or law, or of any alleged fault, wrongdoing or liability whatsoever, including the appropriateness of class certification. The same is true of any document referred to or prepared in connection with this Agreement or any action taken to effectuate this Agreement. This Agreement shall not be construed as, or be deemed evidence of, a waiver of any applicable statute of limitations, defense, or plea in abatement.

24. By entering into this Agreement, Class Counsel, and any attorneys currently affiliated with their respective firms, hereby agree that they shall not solicit or represent any potential Settlement Class Members who opt out of this Agreement.

APPLICATION FOR APPROVAL

25. The parties shall make timely application to the Court for Preliminary Approval of this Settlement and the entry of an Order substantially in the form of Exhibit "C" attached herein (the "Preliminary Approval Order"), which shall provide that:

(a) consistent with this Agreement and the rulings of the trial and appellate courts, the *Seaton* case may be maintained as a class action on behalf of the Settlement Class Members;

- (b) the Court has jurisdiction over the Class;
- (c) the Class Representatives fairly and adequately represent the interests of the Class;
- (d) the Class Counsel are adequate to act as counsel for the Class Representatives and the Class;
- (e) the settlement proposed in the Settlement Agreement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class;
- (f) the Class Notice fully complies with the requirements of the Kentucky Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of the Lawsuit;
- (g) the Class defined herein includes Class Representatives Tina Seaton, Tina Clark, and Kelly Bryant, all others similarly situated, and Alex C. Davis, Jasper D. Ward IV, Mark K. Gray, Matthew L. White, and Stephen A. Brooks serving as Class Counsel;
- (h) a final hearing on the settlement proposed in this Settlement Agreement shall be held before the Court to determine whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be approved by the Court; and
- (i) in further aid of the Court's jurisdiction to implement and enforce the proposed Settlement, Plaintiffs and all Settlement Class Members shall be enjoined from commencing or prosecuting any action asserting any of the Released Claims, or any other claims which could have been made individually and/or as a class member, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Nothing in

this paragraph shall be construed to prevent a Settlement Class Member from presenting objections to the Court regarding the Settlement Agreement.

26. At the Final Approval hearing, the parties shall jointly move that the Court enter an Order granting Final Approval of this Settlement.

CLASS NOTICE

27. Defendants will pay the sum of \$1,250,000.00 (\$1.25 million) to Plaintiffs, which constitutes the full settlement amount, inclusive of any funds which will be used in part to pay all reasonable costs associated with preparing and distributing Class Notices and Claim Forms.

28. It is expressly acknowledged and agreed that Defendants will use their best efforts in searching business records that are reasonably accessible to work with Plaintiffs and their counsel to compile a list of Settlement Class Members to whom the Class Notices and Claim Forms can be mailed.

29. Notice shall be given by mailing or otherwise distributing the Class Notice and Claim Form to each such identified Class Member, at their last known address. If the Class Notice and Claim Form are returned as undeliverable, the Claims Administrator will re-mail the Class Notice and Claim Form one time to another address identified by the Claims Administrator through a change of address database, if the database provides for an alternate address.

30. The Class Notice and Claim Form shall provide the following information, to the extent possible for each Settlement Class Member: (a) the name of the Settlement Class Member, and (b) instructions to complete and return the Class Notice and Claim Form to the Claims Administrator. It is expressly acknowledged and agreed that this will be the best notice practicable

under the circumstances and that the parties will jointly move that the Court find this the best notice practicable in the Preliminary Approval and Final Approval Orders.

31. The Class Notice and Claim Form shall be placed in the mail and postmarked by the Claims Administrator no later than thirty (30) days from the date of entry of the Preliminary Approval Order. Within fifteen (15) days after the last date for the mailing of the Class Notice, the Claims Administrator will provide to Class Counsel a certification that the Class Notice was mailed to all Class Members identified by the methodology agreed upon by the Parties.

RIGHT TO OBJECT

32. Objections must be (a) filed with the Clerk of Court, and (b) mailed and postmarked to all counsel within sixty (60) days after the date of the Preliminary Approval Order.

33. Any Settlement Class Member who objects to the Settlement 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. No Settlement Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court within sixty (60) days of the Court's preliminary approval of this Agreement, or such other date set by the Court, until and unless the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel, written objections that include: (a) the objecting party's name, signature, title, address, telephone number, a description of the St. Stephen's products or services purchased during the Class Period; (b) the name and case number of this case; (c) a notice of intention to appear, either in person or through an attorney, with the name, address and telephone number of the attorney, if any, who will appear; (d) certification that the objecting party is a member of the Settlement Class; (e) a statement of each objection asserted; (f) a detailed description of the facts

underlying each objection; (g) a list of exhibits and/or affidavits the objecting party may offer during the hearing; and (h) a list of all witnesses the objecting party may call to testify at the hearing, along with a summary of each witness's anticipated testimony; and (i) an identification (including the name of the case, the court in which the matter is pending, and the civil action number) of any other class settlements to which the objecting party or the objecting party's attorney has asserted an objection. Any Settlement 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 litigation or in any other action or proceeding concerning Released Claims, or any other claim(s) which could have been asserted in the *Seaton* case.

34. Defendant will be responsible for addressing objections, if any, to this Settlement by Settlement Class Members. The Class Representative and Class Counsel will fully cooperate with Defendant's counsel with respect to any such objection(s).

RIGHT OF EXCLUSION/OPT-OUT

35. Settlement Class Members will have sixty (60) days after the date of the Preliminary Approval Order, or such other day as may be set by the Court, to submit a request for exclusion from the Class. All Settlement Class Members who properly file a timely written request for exclusion from the Class shall be excluded from the Class and shall have no rights as Settlement Class Members pursuant to this Settlement Agreement. A request for exclusion must be in writing and (i) state the name, address, and phone number of the person(s) seeking exclusion, (ii) identify the individual seeking exclusion, (iii) must contain the statement that: "I/we hereby confirm that I/we paid for funeral products or services of St. Stephen's Cemetery and have not been reimbursed and request that I/we be excluded from the proposed Class"; and (iv) be signed by the class member or an authorized representative thereof

verifying the same. The request must be mailed to the Claims Administrator, at the address provided in the Class Notice and postmarked within sixty (60) days after the date of the Preliminary Approval Order. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified shall be invalid and the person(s) serving such a request shall be a member(s) of the Class and shall be bound as a Settlement Class Member(s) by this Settlement Agreement, if approved. The Claims Administrator shall forward copies of all requests for exclusion it receives no later than five (5) days after the deadline for Settlement Class Members to submit such requests to Class Counsel and Defendant's counsel.

RELEASE OF CLAIMS

36. Any Settlement Class Member who does not opt out of the Class shall be deemed to have for itself, himself, or herself and for any assigns, agents, attorneys, and heirs, jointly and severally, expressly released Defendants, and all of their successors, predecessors, and all current and former affiliates, subsidiaries, entities directly or indirectly, wholly or in part, owned or controlled by it, or whose liabilities it acquired in whole or in part, each partnership or joint venture to which any of its affiliates is a party, and all of the foregoing entities' legal representatives, officers, directors, shareholders, employees, consultants, assigns, agents, and any other person acting on their behalf, jointly and severally, from all and every manner of claim, demand, and cause of action of whatsoever nature, including but not limited to, any claim or cause of action which could have been brought in any of the Lawsuits. The release stated in this paragraph shall be and remain effective despite any discovery by Plaintiff or any Settlement Class Member of facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the release.

LACK OF FINAL APPROVAL

37. The parties agree that if the Jefferson Circuit Court does not approve the exact terms of this Settlement, this Settlement Agreement, at Defendant's option, becomes null and void, has no effect, and will not be enforceable against either of the Parties; the litigation shall continue; and, the Parties shall jointly move that any order entered pursuant to this Settlement Agreement be vacated.

DEFENDANT'S OPTION TO WITHDRAW

38. In addition to other provisions contained within this Settlement Agreement, Defendants have the option to withdraw from the Settlement Agreement, and thereby render the Settlement Agreement null and void, if (a) the Court fails to give Preliminary Approval to any portion of the Settlement Agreement or any aspect of the Settlement, or to give Final Approval to any portion of the Settlement Agreement or any aspect of the settlement; (b) the number of valid requests for exclusion (opt-outs) by Settlement Class Members equals or exceeds five Settlement Class Members; or (c) upon such other grounds as may be agreed to by the Parties or permitted by the Court. Defendant's option to withdraw under subsection (b) of this paragraph shall be communicated in writing to Class Counsel within fourteen (14) days after its receipt of the opt-out data from the Claims Administrator.

CLAIMS

39. To receive the Claim Amount, a Settlement Class Member must submit a valid Claim Form within the Claims Period. A copy of the Claim Form agreed to by the parties is attached as Exhibit "A". The Claim Form shall be delivered to Settlement Class Members with the Class Notice as provided herein. To be accepted, the Claim Form shall (a) be completed in its entirety, as directed in the Claim Form; (b) be signed by the Settlement Class Member or a person

who has the authority to bind the Settlement Class Member; and (c) be timely received by the Claims Administrator.

40. Each Claimant must submit a valid Claim Form. A completed Claim Form submitted by Personal Representatives must be accompanied by documents establishing them as Personal Representatives. For deceased Settlement Class Members or those under financial guardianship/conservatorship, the Claimant must additionally provide documentation evidencing the authority to act and receive assets of the Settlement Class Members.

41. All Claimants must supply and/or verify all required information on the Claim Form. It is expressly acknowledged and agreed that the Claims Administrator possesses the sole discretion to approve or reject any Claim based on the information contained in the Claim Form. It is further expressly acknowledged and agreed that no liability can be imposed on Releasee for the approval or rejection of any Claim.

42. The parties specifically agree that as to class members who are individuals and whose Claims have been accepted, the Claims Administrator will satisfy the Claim Amount using available proceeds from the \$1.25 million settlement provided by Defendants, after deductions for attorney fees and expenses, and settlement related costs.

43. The Parties have agreed to use Verita Global, a qualified bidder chosen to serve as Claims Administrator, subject to the Court's Approval.

44. The Claims Administrator will receive and review each Claim and make a good faith determination as to whether the Claim Amount shall be paid. If a Claim Form is rejected for any reason, the Claims Administrator shall notify the Settlement Class Member of the deficiency within twenty-one (21) days after the close of the Claims period. Settlement Class Members will be provided fourteen (14) days to correct any deficiency.

45. Within forty-five (45) days after the close of the Claims Period, the Claims Administrator will provide to counsel for both parties (a) a list of Claims to be paid, and (b) a list of Claims rejected along with the reason for the rejection. Upon written request, the Claims Administrator will make all data and documents relating to the Claims available for review.

46. Within fifteen (15) days after the Claims Administrator provides to counsel for the parties the foregoing list and documents, if respective counsel for the parties mutually agree that a rejected Claim should be deemed valid, they may override the Claims Administrator's decision and request the Claims Administrator to pay such Claim. If the parties do not agree that a Claim should be deemed valid, Class Counsel may within thirty (30) days petition the Court to determine the validity of the Claim(s).

ATTORNEY'S FEES, COSTS, AND INCENTIVE PAYMENTS

47. Defendant will be responsible for its own attorney's fees and costs.

48. The parties agree that Class Counsel can apply to the Court for, and Defendants will not oppose the total aggregate sum of attorneys' fees and litigation expenses in the amount of 33.33% of the total value of the settlement (which includes incentive awards, the cost of administration, and the total claims paid out to the Class), which is equal to \$416,625.00, plus litigation expenses not to exceed \$100,000.00 and settlement administration expenses not to exceed \$75,000.00. The incentive award to each of the named Class Representatives will be \$7,500.00. Defendants will pay the entire settlement amount of \$1.25 million within twenty-one (21) days of the Effective Date. Plaintiff and Plaintiff's attorneys agree that delivery of these funds will fully discharge Defendants' liability. Plaintiff's attorneys shall be responsible for dividing among themselves the amount so paid.

49. The Class Representatives shall receive an amount approved by the Court not to

exceed \$7,500.00 to compensate them for their contribution to the settlement achieved in this case. Defendants will not oppose a petition to the Court for approval of this incentive payment. Class Counsel, via the Claims Administrator, will pay the sums provided in this paragraph by a check payable to Class Representatives.

FINAL JUDGMENT AND ORDER

50. The Final Approval hearing shall take place no less than ten (10) days after the last date for Settlement Class Members to opt out or object. The Parties shall jointly request at the Final Approval hearing that the Court enter final judgment (the “Final Judgment and Order”). The Final Judgment and Order shall provide, *inter alia*, that:

- (a) the *Seaton* case may be maintained as a class action on behalf of the Settlement Class Members;
- (b) the Class Representative fairly and adequately represents the interests of the Class;
- (c) the Court has jurisdiction over the Class;
- (d) the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class;
- (e) the Class Notice fully complies with the requirements of due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this Lawsuit;
- (f) this case is dismissed with prejudice, without fees or costs, except as expressly provided for in this Settlement Agreement;
- (g) All Settlement Class Members release and discharge Defendants as set forth in this Agreement;

(h) Plaintiff and all Settlement Class Members (other than those who opt out of the settlement as provided herein) are permanently enjoined and barred from commencing or prosecuting any action asserting any of the Released Claims or any claim(s) which could have been asserted herein, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Any person or entity who knowingly violates this injunction shall pay any costs and attorneys' fees incurred by the parties to the Settlement Agreement to enforce the injunction;

(i) Class Counsel and/or the Settlement Class Members agree to indemnify Defendant for any claim brought by any Settlement Class Member who violates the aforementioned section and pursues a claim against Defendant, which was made, or could have been made, by the Class, a representative class member, or any individual as part of the Seaton case. Such indemnification shall include any costs, fees, or expenses, including attorney's fees, expended by Defendant in defending any subsequent action, brought in violation of this Settlement Agreement, by any Settlement Class Member. Settlement Class Members and Class Counsel shall be jointly and severally liable for any such indemnification costs; and,

(j) the Court shall retain continuing jurisdiction over this Lawsuit, the Parties, and all Settlement Class Members to determine all matters relating in any way to the Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including but not limited to their administration, implementation, interpretation, or enforcement.

FINALITY OF JUDGMENT

51. The Final Judgment and Order shall be deemed final on the latest of the following

events: (a) thirty (30) days after it is entered, if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding that judgment and order; or (b) thirty (30) days after the entry of a fee award, if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding that judgment and order and should such date be later than the date the Final Judgment and Order is entered; or (c) if any document seeking appeal, review, rehearing, reconsideration, or any other action regarding that judgment and order is filed, then ten (10) days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit no further judicial action, and with the Settlement Agreement, Preliminary Approval Order, and Final Judgment and Order being affirmed and approved in all material respects.

EFFECT OF WITHDRAWAL OR NON- APPROVAL

52. In the event that (a) Defendant withdraws from the Settlement Agreement for any of the reasons stated in Paragraph 47, (b) the Settlement Agreement, Preliminary Approval Order, or Final Judgment and Order is not approved in all material respects by the Court, or (c) the Settlement Agreement, Preliminary Approval Order, or Final Judgment and Order is reversed, vacated, or modified in any material respect by the Court or any other court, then, at Defendant's option, the Settlement Agreement shall become null and void, the parties shall return to their respective positions and the litigation will continue as though no settlement had been reached. Provided, however, that if the Parties agree to jointly appeal an adverse ruling and the Settlement Agreement and Final Judgment and Order are upheld on appeal in all material respects, then the Settlement Agreement and Final Judgment and Order shall be given full effect.

MISCELLANEOUS PROVISIONS

53. Interpretation. This Settlement Agreement contains the entire agreement among the Parties and supersedes any prior agreements or understandings among them. All terms are contractual and not mere recitals.

54. Headings. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

55. Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by the parties or their counsel, or by a document filed in Court and agreed to or not objected to by the parties in Court. Amendments and modifications may be made without notice to the Class unless notice is required by law or the Court.

56. Construction. For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any party.

57. Non-Interference. The Parties agree that they will not take any action that would interfere with the performance of this Settlement Agreement or that would adversely affect any of the rights provided for herein.

58. Integration of Exhibits. The exhibits to this Settlement Agreement are an integral and material part of the settlement and are hereby made a part of the Settlement Agreement.

59. Jurisdiction. This Court has jurisdiction over the parties to this Settlement Agreement, the Settlement Class Members, the claims asserted in this lawsuit, and the claims being released pursuant to the Settlement Agreement.

60. No Admission. As set forth herein, neither this

Settlement Agreement, nor any of its provisions, nor any of the documents (including but not limited to drafts of the Settlement Agreement, the Preliminary Approval Order or the Final Judgment and Order), negotiations, or proceedings relating in any way to the Settlement, shall be construed as or deemed to be evidence of an admission or concession by any person, including Defendants, and shall not be offered or received in evidence, or subject to discovery, in this or any other action except in an action brought to enforce its terms or except as may be required by law or court order. The provisions of this paragraph shall be binding regardless of whether the Settlement Agreement is approved by the Court or any other court and regardless of whether the Settlement Agreement is rendered void for any reason.

61. Binding on Directors, Officers, Shareholders, etc. This Settlement Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective shareholders, officers, directors, employees, agents, attorneys, parents, subsidiaries, affiliates, heirs, successors, and assigns. Each party represents and warrants that the person(s) executing this Settlement Agreement on its behalf is duly authorized and empowered to do so and that its signature hereon constitutes the binding act of that party.

62. No Assignment. The parties each on his, her or its own behalf, warrant and represent that they have not made and will not make any assignment, conveyance or transfer of any claims, rights or causes of action that may serve as a basis for a claim or demand against any other party based upon, arising out of, or in any way connected or related to this lawsuit.

63. Representations and Warranties. Each party hereby represents and warrants that: (a) no conditions, representations, warranties, promises, covenants, statements or provisions have been made other than as expressly stated in this Settlement Agreement; (b) it has carefully read and fully understands the complete terms of this Settlement Agreement and the consequences of

signing this Settlement Agreement; (c) it has entered into this Settlement Agreement knowingly and voluntarily and with the opportunity to consult with counsel; and (d) it has relied solely upon the terms of this Settlement Agreement and upon the advice of its own counsel, if any, in executing same.

64. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

65. Counterparts; Facsimile. This Settlement Agreement may be executed in counterparts, and may be executed by facsimile or electronic mail, and so executed shall constitute one agreement.

WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below:

ON BEHALF OF PLAINTIFF AND THE SETTLEMENT CLASS

TINA SEATON

Dated: _____

TINA CLARK

Dated: _____

KELLEY BRYANT

Dated: _____

APPROVED AS TO FORM BY COUNSEL:

ALEX DAVIS LAW OFFICE

Dated: _____

Attorney for Plaintiffs

GRAY & WHITE

Dated: _____

Attorney for Plaintiffs

STEPHEN BROOKS PSC

Dated: _____

Attorney for Plaintiffs

ON BEHALF OF DEFENDANT:

APPROVED AS TO FORM BY COUNSEL:

LAW OFFICES OF MAURICE BYRNE

Dated: _____

Maurice A. Byrne Jr.
Attorney for Defendant Cemetery

GARVEY SHEARER

Dated: _____

David A. Shearer
Attorney for Defendants Attorneys for
Defendants, Bruce D. Zimmerman, Sr., Herb
Zimmerman, Tony Bostic, and Mark
Holland

No. 17-CI-1663

JEFFERSON CIRCUIT COURT
DIVISION ONE (1)
HONORABLE ERIC J. HANER

TINA SEATON, et al.

PLAINTIFFS

v.

DECLARATION OF CHRISTIE K. REED
REGARDING SETTLEMENT NOTICE PLAN

ST STEPHEN'S CEMETERY ASSOCIATION, et al.

DEFENDANTS

I, Christie K. Reed, declare as follows:

1. My name is Christie Reed. I have personal knowledge of the matters set forth herein.

2. I am a Vice President of Legal Notification Services for Verita Global, LLC ("Verita") f/k/a KCC Class Action Services, LLC ("KCC"), a firm that provides comprehensive class action services, including claims administration, legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. Our experience includes many of the largest and most complex settlement administrations of both private litigation and of actions brought by state and federal government regulators. Verita has been retained to administer more than 7,500 class actions and distributed settlement payments totaling well over a trillion dollars in assets.

3. The purpose of this declaration is to provide information related to Verita's qualifications and experience,¹ and to detail the settlement notice program (the "Notice Plan" or

¹ Verita acquired Gilardi & Co. LLC in 2015. KCC and Gilardi & Co. LCC rebranded as Verita Global, LLC in June 2024. This Declaration combines the class action notice and administration experience of both firms.

“Notice Program”) proposed here for the settlement in *Tina Seaton, et al. v. St. Stephen’s Cemetery Association, et al.*, Case No. 17-CI-1663.

4. Unless noted otherwise, capitalized terms have the same meaning ascribed to them as in the Settlement Agreement.

VERITA BACKGROUND AND EXPERIENCE

5. Verita has administered notice plans in a wide range of class actions, including *Head v. Citigroup Incorporated*, No. 3:18-cv-08189 (D. Ariz.), *In re College Athlete NIL Litigation*, No. 4:20-cv-03919 (N.D. Cal.), *Faulkner v. Acella Pharmaceuticals, LLC*, No. 2:22-cv-00092 (N.D. Ga.), *Meeks v. The Sherwin-Williams Company*, No. 23CV-02082 (Merced Cty., Cal.), *Fralish v. Ceteris Portfolio Services, LLC*, No. 3:22-cv-00176 (N.D. Ind.), *Ko v. Natura Pet Products, Inc.*, No. 5:09-cv-02619 (N.D. Cal.), *Shames v. The Hertz Corp.*, No. 07-cv-2174-MMA (S.D. Cal.), *Beck-Ellman v. Kaz USA Inc.*, No. 10-cv-2134 (S.D. Cal.), *Cappalli v. BJ’s Wholesale Club, Inc.*, No. 1:10-cv-00407 (D. R.I.), *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, No. 6:12-cv-00803 (M.D. Fla.), *McCrary v. The Elations Company, LLC*, No. 13-cv-00242 (C.D. Cal.), *Lerma v. Schiff Nutrition International, Inc.*, No. 3:11-cv-01056 (S.D. Cal.), *Roberts v. Electrolux Home Products, Inc.*, No. 8:12-cv-01644 (C.D. Cal.), *Demereckis v. BSH Home Appliances Corp.*, No. 8:10-cv-00711 (C.D. Cal.), *Cobb v. BSH Home Appliances Corp.*, No. 8:10-cv-00711 (C.D. Cal.), *Barba v. Shire U.S., Inc.*, No. 1:13-cv-21158 (S.D. Fla.), *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litig.*, No. 1:15-cv01364 (N.D. Ill.), *Flaum v. Doctor’s Associates, Inc. (d/b/a Subway)*, No. 16-cv-61198 (S.D. Fla.), *Rikos v. The Procter & Gamble Co.*, No. 11-cv-00226 (S.D. Ohio), *In re Trader Joe’s Tuna Litig.*, No. 2:16-cv-01371 (C.D. Cal.), *Schneider v. Chipotle Mexican Grill, Inc.*, No. 3:16-cv-02200 (N.D. Cal.), *Elkies v. Johnson & Johnson Services, Inc.*, No. 2:17-cv-07320 (C.D. Cal.), *In re Morning Song Bird Food Litig.*, No. 3:12-cv-01592 (S.D. Cal.), *Worth v. CVS Pharmacy, Inc.*, No. 2:16-cv-0200498 (E.D.N.Y.), *Cicciarella v. Califia Farms, LLC*, No. 7:19-cv-08785 (S.D.N.Y.), *Suchanek v. Sturm Foods, Inc.*, No. 3:11-cv-00565 (S.D. Ill.), *Rael v. The Children’s Place, Inc.*, No. 3:16-cv-00370 (S.D. Cal.), *Friend v. FGF Brands (USA), Inc.*, No. 1:18-

cv-07644 (N.D. Ill.), *In re Deva Concepts Products Liability Litig.*, No. 1:20-cv-1234 (S.D.N.Y.), *Morrissey v. Tula Life, Inc.*, No. 2021L000646 (Cir. Ct. Ill.), *Khan v. Boohoo.com USA, Inc.*, No. 2:20-cv-03332 (C.D. Cal.), and *Habberfield v. Boohoo.com USA, Inc.*, 2:22-cv-03899 (C.D. Cal.).

NOTICE PLAN

6. The proposed Notice Plan utilizes individual notice to all identifiable Class members. It is my understanding the Settlement Class consists of dozens of Class members, 54 of whom can be provided with direct notice.

Class Definition

7. The Notice Plan is designed to provide notice to the following Settlement Class Members: All persons who purchased and/or who are the next of kin or the surviving spouse of a person who purchased a burial plot and/or services from St. Stephen's Cemetery between January 1, 1992 and February 24, 2017.

8. Settlement Class Members specifically exclude: (1) any officer, director, agent, employee, full or partial owner of St. Stephen's Cemetery Association, and any member of their immediate families, (2) Bruce D. Zimmerman, Sr., Herb Zimmerman, Mark Holland, Tony Bostic, Barbara Ann Houser, and any member of their immediate families, (3) the judge to whom this case is assigned, any member of the judge's staff, and any member of their immediate families, (4) any potential class member who timely elects to be excluded from the class, and (5) any potential class member who has obtained other legal representation, has commenced or is participating in a separate lawsuit as of the date of certification, and has not elected to join the class.

Individual Notice

9. Defendants will provide Verita with the names and contact information for all persons identified by Defendants to be Settlement Class Members. This information comprises the “Class List” and is expected to contain approximately 54 names and last-known addresses.

10. A single-postcard Summary Notice will be sent to all Settlement Class Members on the Class List.

11. Prior to mailing, Verita will conduct address searches using credit and other public source databases to attempt to locate current addresses.

12. In addition, the addresses would be checked against the National Change of Address (NCOA)² database maintained by the United States Postal Service (USPS); certified via the Coding Accuracy Support System (CASS);³ and verified through Delivery Point Validation (DPV).⁴

13. Notices returned by USPS as undeliverable could be re-mailed to any address available through postal service forwarding order information.

Media Campaign

14. In addition to the individual notice efforts described above, Verita will implement a media campaign consisting of a press release, print publication, and online advertisements.

15. Verita will cause a press release to be issued throughout the state of Kentucky to a variety of press outlets. The press release will help garner “earned media” (*i.e.*, other media may

² The NCOA database contains records of all permanent change of address submissions received by the United States Postal Service (“USPS”) for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

³ Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

⁴ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

report about the story). Earned media can provide a valuable role in distributing news and information about the litigation through trusted sources.

16. Verita will also cause a summary notice to be published twice in the *The Courier-Journal*, based out of Louisville, Kentucky. The notice will be published as approximate eighth-page ad units in the main news section of the newspaper.

17. In addition, Verita will implement a digital media campaign consisting of approximately 1,900,000 impressions. The impressions will be purchased programmatically and distributed on various websites and mobile apps via multiple ad exchanges (e.g., Google Display Network), as well as on Facebook. The types and formats of the advertisements might include banners ads, in-line image ads, and other types of advertisements specific to each platform. The impressions will be targeted to adults 18 years of age or older in Kentucky. The display (banner) ads will appear alongside news content where applicable. The text of these digital ads will allow users to identify themselves as potential Settlement Class Members and provide a direct link to the case-specific website for more information.

Response Mechanisms

18. Verita will establish and maintain a case-specific website to allow likely Settlement Class Members to obtain additional information and documents about the Settlement and file a Claim Form online. Settlement Class Members will also be able to view, download, and/or print the Class Action Complaint, Long-Form Notice, Claim Form, Settlement Agreement, and other relevant settlement and court documents.

19. Verita will establish a case-specific toll-free number to allow Settlement Class Members to call and learn more about the case in the form of frequently asked questions and request a notice be mailed to them.

20. Verita will also establish a case-specific email address to allow Settlement Class Members to easily correspond with Verita.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 27th day of November, 2024, at Lakewood, CA.



Christie K. Reed

17-CI-001663

JEFFERSON CIRCUIT COURT
DIVISION ONE (1)
HONORABLE ERIC J. HANER

TINA SEATON, et al.

PLAINTIFFS,

vs.

ORDER

ST. STEPHEN’S CEMETERY ASSOCIATION, et. al.

DEFENDANTS

*** **

This matter having come before the Court on the parties’ Motion for preliminary approval of class action settlement agreement, and all parties having had the opportunity to respond and be heard; and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED that preliminary approval of the class action settlement agreement and release is granted, including the proposed short form and long form notices to class members, and the appointment of Verita as class administrator. A final hearing for approval of the settlement, including application for attorney fees and costs, is hereby scheduled for _____, 2025 at _____ .m.

Dated this ____ day of _____, 2023.

JUDGE, JEFFERSON CIRCUIT COURT

cc: All parties