

**IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT
JEFFERSON COUNTY, STATE OF MISSOURI**

RAINTREE PLANTATION PROPERTY)
OWNERS ASSOCIATION, INC.)

Plaintiff,)

v.)

JEFFERSON COUNTY RAINTREE)
COUNTRY CLUB, LLC, et al.,)

Defendants,)

v.)

DOTTIE SCHWANTNER)

Intervenor.)

Cause No.: 15JE-CC00809
St. Charles County Special Judge
Michael Fagras

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

THIS CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (“**Settlement Agreement**”) is entered into between Raintree Plantation Property Owner’s Association, Inc. (hereinafter “**Plaintiff**”, Jefferson County Raintree Country Club, DKATT Properties LLC (hereinafter “**Defendants**”) and Dottie Schwantner (hereinafter “**Intervenor**”) on behalf of the Settlement Class as defined below.

WHEREAS, Defendants Jefferson County Raintree Country Club, LLC and DKATT Properties, LLC, the operator and owner respectively of the Raintree Country Club (hereinafter “the Club”), a privately-owned business built within the boundaries of the Raintree Subdivision in Jefferson County, which all lot owners have a non-transferable right to be social members subject to dues, pursuant Paragraph 4c of the Raintree Covenants and Restrictions dated November 1, 1979 and recorded November 5, 1979 in Book 644, page 823 as amended (“**Indenture**”).

WHEREAS, Plaintiff is a Missouri corporation organized under the Missouri “General Not for Profit Corporation Act” as a property owners association for the governance and enforcement of the Covenants and Restrictions of the Raintree Plantation Subdivision consisting of Sections 1 through 25 and Raintree Forest; and

WHEREAS, Intervenor is a property owner within sections 20-25 of the Raintree Subdivision in Jefferson County Missouri who is subject to the dues required to be a Social Member at the Club pursuant to the Indenture; and

WHEREAS, the Raintree Subdivision is a subdivision and resort community in Jefferson County, State of Missouri, consisting of 3,168 properly platted lots and all said lots are located in one of the Raintree Subdivision Sections 1 through 25 and Raintree Forest; and

WHEREAS, for recording purposes, each lot owner in all plats of the Raintree Subdivision are members of the Settlement Class, which said plats and lots are described hereto in **Exhibit A** which is attached hereto and incorporated herein by this reference.

WHEREAS, Plaintiff has filed an amended petition seeking a declaration that all lots in Raintree pay equal annual dues to the “Club.”

WHEREAS, Intervenor Dottie Schwantner has filed a Petition, seeking to define the term in the Indenture, “all lot owners,” to include Sections 1 through 25 and Raintree Forest with the purpose of evenly assessing dues for the Defendant’s Club located in the Raintree Subdivision.

WHEREAS, On January 29, 2020, the Court entered an order certifying this case as a Class Action under Missouri Supreme Court Rule 52.10 and certified a class defined as follows: “all property owners of record in the Raintree Subdivision in Jefferson County, Missouri plats 1-25 and Raintree Forest”,

WHEREAS, Intervenor, Plaintiff, and Defendants desire to avoid the further expense of litigation and to settle and voluntarily compromise the claims or causes of action between them that have arisen individually and on behalf of the Settlement Class;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, and with the intention of being legally bound thereby, the Parties hereto do covenant and agree as follows:

I. DEFINITIONS:

For purposes of this Settlement Agreement, the following terms are defined as follows:

- A. Annual Dues or Dues shall mean the monetary fee/charge** collected from the lot owners and retained by the Defendant as set forth in Paragraph 4c of the Indenture for the purposes of carrying out the general operations of the Club;
- B. “Board” shall mean the elected members of the Raintree Plantation Property Owner’s Association Board;**

- C. **“Class Counsel”** shall mean Martin L. Daesch and The Onder Law Firm.
- D. **“Class Settlement Notice”** which shall be in substantially the same form as **Exhibit B**, shall mean the Court-approved form of notice made available to the Settlement Class Members regarding (i) Certification of the Class, (ii) preliminary approval of the Settlement, (iii) scheduling of the Objection Hearing, (iv) scheduling of the Final Approval Hearing, and (v) the opportunity to submit an objection.
- E. **“Court”** shall mean the Circuit Court of Jefferson County, State of Missouri in which the Lawsuit is pending. Presentation of this Settlement Agreement for judicial review and approval will be made to the Honorable Michael Fagras, to a special judge sitting by assignment of the Supreme Court.
- F. **“Intervenor”** shall mean the individual Intervenor Dottie Schwantner or her successors and assigns.
- G. **“Defendants”** shall collectively refer to Jefferson County Raintree Country Club and DKATT Properties LLC.
- H. **“Effective Date”** shall mean the date on which the Final Approval Order is entered by the Court.
- I. **“Final Approval Hearing”** shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order.
- J. **“Final Approval Order”** (also a “Final Fairness Hearing”) shall mean an order from the Court approving (1) this Settlement Agreement; (2) dismissal of Plaintiff’s Petition and Intervenor’s claims for Permanent Injunction, Class Action Petition for Declaratory Judgment, and Request for Attorney’s Fees with prejudice; and (3) such other final rulings as are contemplated by this Settlement Agreement.
- K. **“Indenture”** shall refer to the Raintree Subdivision Covenants and Restrictions, dated November 1, 1979 and recorded November 5, 1979 in Book 644, page 823 with all Amendments thereto.
- L. **“Lawsuit”** shall refer to the civil class action case captioned *Raintree Property Owners Association, Inc., et al. v. David Tucker, et al.*, Cause Number 15JE-CC00809, pending in Circuit Court of Jefferson County, State of Missouri.
- M. **“Lot Owners”** shall mean any owner of any lot or lots within Raintree Subdivision, a subdivision in the County of Jefferson, State of Missouri, consisting of 3,168 lots with approximately 750 single family residences and all said lots are located in one of the Raintree Subdivision Plats 1 through 25 and Raintree Forest. (See **Exhibit A**)

- N.** “**Objection Date**” shall be thirty (30) days from the first bulk mailing of the initial notice of this Settlement by the Parties or as otherwise ordered by the Court. This date is the date by which Class Members must object to the Settlement Agreement’s terms or provisions and to submit any required statements, proof, or other materials and/or argument in support thereof.
- O.** “**Objection Hearing**” shall mean the hearing at which the Court will consider the objections of any Lot Owners who have complied with the objection requirements with regard to this Settlement Agreement and the terms herein.
- P.** “**Parties**” shall collectively refer to all Parties to this Lawsuit including Plaintiff, Defendants, Intervenor, and the Settlement Class.
- Q.** “**Person**” shall mean an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- R.** “**Plaintiff**” refers to Raintree Property Owners Association.
- S.** “**Preliminary Approval Order**” shall mean the order of the Court preliminarily approving this Settlement Agreement, in substantially the same form as **Exhibit C**.
- T.** “**Settlement**” shall mean the agreement by the Parties to resolve the above styled case, the terms of which have been memorialized and provided in this Settlement Agreement.
- U.** “**Settlement Agreement**” shall mean this document and Settlement Agreement and all Exhibits attached hereto.
- V.** “**Settlement Class**” shall collectively refer to “all property owners of record in all plats of the Raintree Subdivision in Jefferson County, Missouri,” which includes, without limitation, approximately 750 single-family residences, separate individual persons and/or entities whom or which own one or more of the approximate 3,168 lots in the Raintree Subdivision Plats 1 through 25 and Raintree Forest. (See **Exhibit A**)
- W.** “**Settlement Class Member**” or “**Class Member**” refers to Lot Owners within the Settlement Class.
- X.** “**Settling Parties**” shall collectively refer to all Parties to this Lawsuit including Intervenor, Defendants, Plaintiff, and Settlement Class.

- Y. “**Subdivision**” shall mean the Raintree Subdivision, a subdivision and recreational community in Jefferson County, State of Missouri, consisting of approximately 3,168 properly platted lots and all said lots are located in one of the Raintree Subdivision Plats 1 through 25 and Raintree Forest.

II. REQUIRED EVENTS:

After execution of this Settlement Agreement by all Parties:

- A. All Parties shall take all necessary steps to obtain entry of the Preliminary Approval Order and the Final Approval Order.
- B. The Parties shall jointly move for entry of a Preliminary Approval Order in substantially the same form as **Exhibit C**, which by its terms shall, inter alia:
- i. Preliminarily approve the terms of the Settlement Agreement for purposes of issuing and publishing the Class Settlement Notice;
 - ii. Approve the contents of the Class Settlement Notice and the publication of the same;
 - iii. Schedule an Objection Hearing to consider the objections of any Lot Owner in accordance with Section VII of this Settlement Agreement; and
 - iv. Schedule a Final Approval Hearing wherein the Court will consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider whether the Court should issue a Final Approval Order.
- C. The Parties shall use their best efforts, consistent with the terms of this Settlement Agreement, to obtain a Final Approval Order.
- D. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If said defects cannot be cured in order to secure preliminary and/or final approval by the Court, then the Settlement Agreement is void and all Parties are restored to their former pre-settlement positions.
- E. The Parties acknowledge that approval, consummation, and implementation of the Settlement terms set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and

deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

III. CONSIDERATION:

The Parties have agreed to settle the issues raised in the Lawsuit upon the following terms deemed necessary by the Parties:

A. The Parties acknowledge the inequitable nature of requiring Club dues for Sections 20 through 25 lot owners, but not for Sections 1-19 and Raintree Forest.

B. The Parties further acknowledge the previous litigation has occurred and that the aforementioned litigation has only led to the current state of the Club and the Subdivision. The Parties do further acknowledge that litigation filed by the Defendants in Cause No. 13JE-CC00841 in the Jefferson County Circuit Court resulted in the inequitable and irregular treatment of lot owners in Raintree Subdivision, which has caused considerable dissention among owners in the Subdivision and a negative impact on property values in Raintree.

C. The Parties agree to the Defendant's operation and maintenance of the Club, including, but not limited to the Golf Course, Pro-Shop, Fitness Center, and Swimming Pool, in a manner and on a schedule that is substantially similar to those of other country clubs and/or golf course facilities in operation in Jefferson County and/or St. Louis County, Missouri. This includes, but is not limited to the following conditions:

D. The 18-hole golf course will be open to the members and the general public. Play is managed on a tee time basis and the course is intended to be open 360 days per year, weather permitting.

E. The Fitness Center will be open for use each day the golf course is open. The facility will be kept clean and the fitness equipment will be maintained in working order.

F. The swimming pool will be open a minimum of 6 days per week between Memorial Day and Labor Day each year, weather permitting. The pool hours are 9:30 a.m. to 7:00 p.m.

G. It is the defendants' desire to restore access to a restaurant and bar for both members and the general public. The defendants will work diligently to add this offering.

H. Subject to their payment of club dues and user charges, all lot owners have a non-transferable right to, and shall be deemed Social Members of the club and golf course operating on the property owned by Defendants, their successors and/or assigns. Membership applies to all lot owner(s), their spouse, and their legal dependents under the age of 21. All legally adjoined lots as recorded by the Recorder of Deeds in Jefferson County shall be treated as one lot requiring one

annual social membership fee for that lot. If any lot owner fails or refuses to pay said dues or user fees, all lots owned by that individual may lose all rights to be a member in the sole discretion of the Club, but this shall not terminate the obligation to pay dues by said lot owner.

I. Social Membership, as defined in Paragraph 4c of the Indentures shall include, but not be limited to:

- i. Free pool usage for members and their accompanied guest during posted open hours. Guests are limited to 2 per member. Additional daily passes will be available on a first come, first serve basis.
- ii. Free Fitness Center use for members during posted open hours. Guests accompanied by a member may use the facility with the payment of a daily fee.
- iii. Free golf for all lot owners, their spouse and their legal dependents under the age of 21, cart fee extra.
- iv. A 10% discount on all regularly priced food, beverages, and merchandise purchases.
- v. A 10% discount off the listing price for banquet center rental.

J. The Club dues shall initially be \$255.00 per year per lot, which includes applicable sales tax, and will be assessed to all lot owners in the subdivision Sections 1-25 and Raintree Forest;

K. The Parties agree that beginning with the first annual membership period following the commencement of this agreement, the maximum allowable social membership dues increase shall not exceed the increase, if any, in the cost of living during the previous calendar year. This calculation shall be made by adding to the then current dues the percentage by which the level of the Consumer Price Index for the St. Louis, Missouri Metropolitan Area, as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over its level as of January 1st of the prior year, not to exceed 2%. Any increase of the cost of living will be calculated on the base fee, not the base fee plus taxes.

L. Provided further, the dues as levied each year shall be and become a lien without filing suit or legal procedure to establish said lien on said lot if not paid within thirty (30) days after June 15th of the year in which the assessment is made. Said dues may be collected by suit, and by enforcing a special lien on said property. All delinquent dues shall accrue a penalty of 1% per month compounded annually, which penalty may be collected and enforced the same as an RPOA assessment. All delinquent dues referred to a collection agency or attorney for collection, shall, in addition to interest, have added to the outstanding balance all costs of collection (either

percentage or otherwise), attorney fees and costs of litigation, which may likewise be collected and enforced the same as provided herein.

M. This agreement shall be considered a supplement to the existing 4c provision in the indentures and where there may be conflict in terms, the provisions herein shall supersede and govern, and may only be altered, amended, or modified in writing, duly executed by both the Club and the RPOA;

N. Representatives from both the Club and the RPOA will meet at a minimum semi-annually to discuss and address the current "State of Business" of both entities. The purpose of said meetings is to provide the opportunity for each party to discuss the Club's past and future operations, projects, capital improvements, marketing plans, membership status, or any other related topics of interest to the Parties;

O. Should a party fail to perform its obligations under this agreement, the opposing party shall notify the alleged breaching party of the alleged breach and grant to the alleged breaching party 30 days to cure the alleged breach. If the alleged breach has not been cured within 30 days, the party alleging said breach shall have the right to file suit to enforce this agreement. In an effort to reduce expenses for both Parties, any disputes will first be referred to mediation. If mediation is unsuccessful and either party seeks to enforce this agreement with the Court, the prevailing party shall be entitled to attorney's fees and costs incurred;

P. In the event the Club should be offered for sale or shall fall into bankruptcy, the RPOA shall have a First Right of Refusal Option for purchasing the Club and golf course. In the event that Defendant receives a bona fide offer to purchase the Club, or any portion of the business, real estate, or improvements, Defendant shall give written notice of its intent to sell the Club to RPOA and such notice shall state the terms and conditions of the intended sale. For 45 days following the giving of such notice, the RPOA shall have the option to purchase the Club, or any portion thereof included in the intended sale, at the same price and under the same terms as stated in Defendant's notice.

IV. ADMINISTRATION DISPUTES:

No person shall have any claim against any Counsel based on administration or the effectuation of the terms set forth in this Settlement Agreement or any further order(s) of the Court. Any dispute regarding the terms of this Settlement Agreement shall be submitted to the Court for resolution.

V. NOTIFICATION TO CLASS MEMBERS:

The Plaintiff shall be responsible, subject to the Court approving the same, for the following notice program:

A. Class Settlement Notice. The notice shall be in the form of a letter mailed by the Plaintiff, in the form attached hereto as **Exhibit B**, or as otherwise approved by the Court. The Class Settlement Notice shall be mailed by Plaintiff to the last known mailing addresses of each Class Member. Said mailing shall occur within fifteen (15) days of the Court's Preliminary Approval Order of this Settlement, or within such other time as the Court may order. All costs of preparing, mailing, and publishing Class Settlement Notice shall be paid by the RPOA. The Parties may make minor changes to the Class Settlement Notice without further Court approval.

B. The Class Settlement Notice will provide each Class Member with notice of the above-referenced consideration and terms of this Settlement, specifically regarding (i) Certification of the Class, (ii) preliminary approval of the Settlement, (iii) the opportunity to submit an objection, (iv) scheduling of the Objection Hearing, and (v) scheduling of the Final Approval Hearing.

C. Publication. The RPOA shall publish a copy of the Class Settlement Notice in a local newspaper agreed upon by the Parties for a period of one (1) day after the date upon which the Class Settlement Notice is mailed. The RPOA shall further publish a copy of the Class Settlement Notice and a copy of the Settlement Agreement together with all exhibits on the Subdivision's website at <https://www.raintreepoa.net/> beginning on the date the Class Settlement Notice is mailed until the Court enters a Final Approval Order.

D. Class Settlement Notice Affidavit. No later than ten (10) business days prior to the Final Approval Hearing, the Plaintiff shall provide an affidavit to the Court, with a copy to Intervenor and Defendants, attesting that notice as set forth above in Paragraph A to this Section (above) was disseminated in a manner consistent with the terms of this Settlement Agreement.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS:

A. Each Settlement Class Member wishing to object to the Settlement shall submit a timely written notice of his/her/its objection. Such notice shall state: (i) the objector's full name, address, telephone number and e-mail address, (ii) information identifying the objector as a Class Member, such as (a) proof or (b) an affidavit setting forth, in as much detail as the objector can reasonably provide, (1) the fact that the objector is a Lot Owner within the Subdivision, and (2) documentation supporting the objector's allegation of damage if the objector is making such an allegation; (iii) a written statement of all grounds for the objection accompanied by any legal support for the objection; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Objection Hearing; (vi) a list of all persons who will be called to testify at the Objection Hearing in support of the objection; (vii) a statement confirming whether the objector intends to testify at the Objection Hearing; and (viii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such authorization). To be timely, written notice of an objection in appropriate form must be filed with the Circuit Court of Saint Charles County, Missouri, 300 N. Second Street, Suite 225, Saint Charles, Missouri 63301,

and reference case # 15JE-CC00809 no later than thirty (30) days after the first bulk mailing of the initial Class Settlement Notice and served therewith upon: Class Counsel and the Plaintiff.

B. The agreed-upon procedures and requirements for filing objections in connection with the Objection Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement, in accordance with such Class Member's Due Process rights. The Preliminary Approval Order and Class Settlement Notice shall require all Class Members who have any objections to file such objection with the Clerk of the Court, and to serve by mail or hand delivery such objection upon Class Counsel and Plaintiff's Counsel at the addresses set forth in the Class Settlement Notice, no later than the Objection Date. The Preliminary Approval Order and Class Settlement Notice shall set forth the date and time of the Objection Hearing and Final Approval Hearing. The Preliminary Approval Order shall further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Objection Hearing, nor shall their objections be considered by the Court.

C. The Objection Hearing shall be set approximately fifteen (15) days after Objection Date, or within such other time as the Court may order, and will occur at the Final Approval Hearing.

VII. FINAL APPROVAL HEARING

A. The Parties shall set the Final Approval Hearing wherein the Court will consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider whether the Court should issue a Final Approval Order.

B. The Final Approval Hearing shall be set approximately fifteen (15) days after the Objection Date, or within such other time as the Court may order.

C. If the Court finds that the proposed Settlement is fair, reasonable and adequate after conducting the Final Approval Hearing and considering the terms of the Settlement, the Court will enter a Final Approval Order thereby approving (1) this Settlement Agreement; (2) dismissal of Plaintiff and Intervenor's Petition for Preliminary Injunction, Class Action Petition for Declaratory Judgment, and Request for Attorney's Fees with prejudice; and (3) such other final rulings as are contemplated by this Settlement Agreement.

VIII. RELEASE, DISMISSAL OF LITIGATION, & COURT JURISDICTION:

A. By this Settlement Agreement, RPOA, Intervenor, and Defendants, and their respective agents, representatives, beneficiaries, trustees, predecessors in interest, successors in interest, heirs, assigns, affiliated companies, corporations, partnerships, limited liability companies and limited partnerships and their successors, assigns, officers, agents, attorneys, representatives,

employees and insurers are released from any and all claims or causes of action brought in the Lawsuit.

B. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

C. In the event the proposed settlement does not receive final approval prior to May 15, 2020, Raintree Country Club shall be entitled to bill lot owners in Section 20-25 \$938.12 for annual dues for year 2020-2021 (this includes sales tax).

If the proposed settlement receives final approval and no appeal is taken, or if the judgment is affirmed on appeal, then:

a. Raintree Country Club shall bill all lot owners in Sections 1-19 and Raintree Forest at a pro rata amount based on the remaining months of the membership period (June 15, 2020-June 14, 2021), as defined in the "Consideration" section above. If the final judgement is not achieved before the ending of the 2020-2021 Membership year, then the same pro-rata ~~credit~~ payment shall apply to the year in which this agreement is finalized. Membership payment for Sections 1-19 and Raintree Forest will be due and benefits available within 30 days of Judgment becoming final.

Lot owners in Sections 1-19 and Raintree Forest who had previously paid a membership for the 2020-2021 membership year shall receive a pro-rata credit for the membership amount already paid and shall retain the right to purchase additional benefits offered by the Club than are available according to the membership terms outlined in the "Consideration" section above.

b. The total amount collected from lot owners in Sections 1-19 and Raintree Forest for the 2020-2021 membership period, excluding taxes, interest, cost of collection and a 3% administrative fee, shall be divided and credited equally among Sections 20-25 ~~members~~ lot owners who are paid in full for the 2020-2021 membership period. The credit shall be applied to the next annual membership billing statement and any subsequent annual membership periods, if applicable. The credit shall be limited to \$683.12. for each lot owner owed a credit.

If the final judgement is not achieved before the ending of the 2020-2021 Membership year, then the same pro-rata credit shall apply to the year in which this agreement is finalized. Lot owners in Sections 20-25 shall retain the right to purchase additional benefits offered by the Club than are available according to the membership terms outlined in the "Consideration" section above.

D. Upon issuance of the Final Approval Order, the Plaintiff and Intervenor shall file a Stipulation and Order of Dismissal with Prejudice thereby dismissing their Petitions in its entirety.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS:

A. This Settlement Agreement has been duly and validly executed and delivered by the Parties and constitutes their legal, valid, and binding obligations.

B. The Parties, represent and warrant they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant to this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate actions on the part of Defendant and constitute their legal, valid, and binding obligations.

C. The rights and obligations of the Parties to this agreement, including the releases and obligations will be binding on, and will be of benefit to each of the Parties' agents, attorneys, representatives, beneficiaries, trustees, predecessors in interest, successors in interest, heirs, assigns, affiliated companies, affiliated corporations, affiliated partnerships, affiliated limited liability companies and affiliated limited partnerships and their successors, assigns, officers, agents, attorneys, representatives, employees and insurers, including without limitation, any person or entity that subsequently acquires ownership of any platted lot in the Raintree Subdivision, including without limitation, any person or entity that subsequently acquires ownership of any properly platted lot in the Raintree Subdivision.

X. ADDITIONAL ISSUES:

A. **No Admission of Liability.** The Parties agree this Settlement is made to resolve the disputed claims at issue in the Lawsuit and that by entering into this Settlement; the Parties are not making any admission that any of the allegations raised in the Lawsuit are true. This Settlement Agreement, and the exhibits and related documents hereto, are not, and shall not at any time be construed or deemed to be, or to evidence any admission against or concession by the Parties with respect to any wrongdoing, fault, unlawful act or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. **Voiding of Settlement Agreement If Settlement Not Approved.** This Settlement Agreement is entered into only for purposes of settlement. In the event that the Final Approval Order is not entered, or if an appeal is taken therefrom and results in anything other than a complete affirmance of the Final Approval Order, then this Settlement Agreement, including any

releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Lawsuit and the Parties shall be restored to their prior rights positions as if the Settlement Agreement had not been entered into.

C. Headings and Subdivisions. The headings of the Sections and Paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Amendment of Agreement. This Settlement Agreement, including all Exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties.

E. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. Applicable Law. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Extensions of Time. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

H. Required Notice. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to Settlement Class Members and Plaintiff.

I. Integrated Agreement. All of the Exhibits of this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties specifically and exclusively with regard to the terms of this Settlement Agreement and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement and specifically and exclusively with regard to the terms of this Settlement Agreement.

J. Notice to Parties. All notices to the Parties or their counsel required by this Settlement Agreement shall be made in writing and communicated by fax, electronic mail or by United States Mail, first-class postage prepaid, to the *following addresses*:

If to Plaintiff:

TdD Attorneys at Law LLC
Attention: Ted D. Disabato
4509 Lemay Ferry Road
St. Louis, MO 63129
Phone: 314-276-1318
Fax: 888-288-9341
Email: Ted.Disabato@TdD-Law.com

If to Intervenor:

The Onder Law Firm
Attention: Martin L. Daesch
110 E. Lockwood, 2nd Floor
St. Louis, MO 63119
Phone: 314-963-9000
Fax: 314-963-1700
Email: daesch@onderlaw.com

If to Defendants:

Roberts, Wooten and Zimmer, L.L.C.
Attention: Kevin Roberts
P.O Box 888-10438 Business 21
Hillsboro, MO 63050
Phone: (636) 797-2693

IN WITNESS WHEREOF, Plaintiff and Defendants and Defendants' counsel have executed this Settlement Agreement as of the date(s) indicated below.

Executed this _____ day of May, 2020.

**PLAINTIFF/RAINTREE
PLAINTIFF'S PROPERTY OWNERS ASSOCIATION, INC.**

By:



David Wooldridge, President of the POA



David Getty, Vice President of the POA



Barbara Murill, Treasurer of the POA

Deb Enderson

Deb Enderson, Secretary of the POA

Adam Crites

Adam Crites, Board Member of the POA

Kristen Kilman

Kristen Kilman, Board Member of the POA

Helene Figueroa

Helene Figueroa, Board Member of the POA

Christopher Waller

Christopher Waller, Board Member of the POA

Al Wideman

Al Wideman, Board Member of the POA

**JEFFERSON COUNTY RAINTREE COUNTRY CLUB LLC
AND DKAAT PROPERTIES, LLC**

By:

David Tucker

David Tucker, Member

INTERVENOR/DOTTIE SCHWANTNER

By:

Dottie Schwantner, Intervenor

Kristen Kilman, Board Member of the POA

Helene Figueroa, Board Member of the POA

Christopher Waller, Board Member of the POA

Al Wideman, Board Member of the POA

**JEFFERSON COUNTY RAINTREE COUNTRY CLUB LLC
AND DKAAT PROPERTIES, LLC**

By: _____
David Tucker, Member

INTERVENOR/DOTTIE SCHWANTNER

By: *Dottie Schwantner, Intervenor*
Dottie Schwantner, Intervenor

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SEE NEXT PAGE FOR SIGNATURE*

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of May, 2020, the foregoing was electronically filed and served on the Parties of record:

/s/Martin L. Daesch

COURT ORDERED LEGAL NOTICE OF CLASS ACTION

THIS NOTICE OF CLASS ACTION (“NOTICE”) IS BEING DIRECTED TO THOSE PERSONS OR ENTITIES WHO ARE OR MAY BE MEMBERS OF THE CLASS, PURSUANT TO AN ORDER OF THE COURT ENTERED ON JANUARY 29, 2020 IN THE LAWSUIT STYLED: RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC. V. JEFFERSON COUNTY RAINTREE COUNTRY CLUB, LLC, ET AL., CASE NO. 15JE-CC00809 (“LAWSUIT”). YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS ACTION, AND ACCORDINGLY, YOU SHOULD READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

As a lot owner in the Raintree subdivision (“Subdivision”), your non-transferable right to be social members subject to dues, pursuant to Paragraph 4c of the Raintree Covenants and Restrictions dated November 5, 1979, as amended (“Indenture”), may be affected by the Lawsuit. The Lawsuit is now pending in the Circuit Court of Jefferson County, Missouri with Special Judge Michael Fagras of St. Charles County, Missouri, presiding.

Who is included in the Lawsuit?

As a lot owner in the Raintree Plantation Subdivision, you have been included as a member of the Class pursuant to an Order of the Court dated January 29, 2020. All other lot owners in the Subdivision are also included in the Class. This Notice is being sent to all lot owners of record in all sections (1-25) of the Subdivision and Raintree Forest.

Who are the named parties in the Lawsuit?

The named defendants in the Lawsuit are Jefferson County Raintree Country Club, LLC and DKAAT Properties, LLC. The named plaintiff in the Lawsuit is the subdivision’s property owner’s association, Raintree Plantation Property Owner’s Association, Inc. (“Plaintiff”). The Intervenor in the Lawsuit is Dottie Schwantner (“Intervenor”). The Intervenor is a lot owner in the Subdivision.

What is the Lawsuit about?

The Intervenor’s Petition claims the Club’s current practice of billing sections 20-25 for the annual dues required to be paid under paragraphs 4c of the Indenture is inequitable, unfair, and not in compliance with controlling law. The petition requests the court to order the Club to charge all lot owners an equal sum to satisfy the annual Paragraph 4c dues obligation.

What is the status of the Lawsuit at this time?

On January 29, 2020 the Court certified the Lawsuit as a class action. The parties have reached a settlement in the case that will be binding upon all lot owners if Final Approval is granted by the court. The settlement stipulates each lot owner (sections 1-25 and Raintree Forest) shall pay \$255.00 per year. The Club can only increase membership fees by the cost of living during the previous calendar year, per the Consumer Price Index for the St. Louis, Missouri Metropolitan

Area. The settlement agreement also sets forth the current level of amenities the Club will make available to the lot owners. The full Class Action Settlement Agreement and Release can be accessed on the Raintree Plantation POA website at <https://www.raintreepoa.net/>.

What are your options with respect to the Lawsuit?

You may not “opt out” or be excluded from the Lawsuit. Pursuant to the Court Order dated January 29, 2020, your interests as class members are represented by the existing parties. If you desire, you may hire your own attorney to represent your interests in the Lawsuit or you may choose to do nothing at all.

Each Settlement Class Member wishing to object to the Settlement shall submit a timely written notice of his/her/its objection. Such notice shall state: (i) the objector's full name, address, telephone number and e-mail address, (ii) information identifying the objector as a Class Member, such as (a) proof or (b) an affidavit setting forth, in as much detail as the objector can reasonably provide, (1) the fact that the objector is a Lot Owner within the Subdivision, and (2) documentation supporting the objector's allegation of damage if the objector is making such an allegation; (iii) a written statement of all grounds for the objection accompanied by any legal support for the objection; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Objection Hearing; (vi) a list of all persons who will be called to testify at the Objection Hearing in support of the objection; (vii) a statement confirming whether the objector intends to testify at the Objection Hearing; and (viii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such authorization). To be timely, written notice of an objection in appropriate form must be filed with the Circuit Court of Saint Charles County, Missouri, 300 N. Second Street, Suite 225, Saint Charles, Missouri 63301, and reference case # 15JE-CC00809 no later than thirty (30) days after the first bulk mailings of the initial Class Settlement Notice. A copy of the notice of the objection shall also be sent to all counsel at their addresses set forth in the following paragraph.

If you desire to present your objection there will be a final approval hearing in Jefferson County Circuit Court, 300 Main Street, Hillsboro, Missouri, 63050. Any objector that fails to properly or timely file his/her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the objection hearing, nor shall their objections be considered by the Court.

Who are the attorneys in the Lawsuit?

The named plaintiff is represented by Ted Disabato, 4509 Lemay Ferry Road, St. Louis, Missouri 63129. Defendants are represented by Kevin Roberts, PO Box 888, Hillsboro, Missouri 63050. Intervenor is represented by Martin L. Daesch, 110 E. Lockwood, 2nd Floor, St. Louis, Missouri 63119.

How can you get more information about the Lawsuit?

You may obtain copies of the Plaintiff's Amended Petition, the Intervenor's Petition, the Court Order and Judgment denying Susan Raul's Motion to Intervene, and the Class Action Settlement Agreement and Release filed in the Lawsuit at <https://www.raintreepoa.net/>.

**IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT
JEFFERSON COUNTY, STATE OF MISSOURI**

RAINTREE PLANTATION PROPERTY)		
OWNERS ASSOCIATION, INC.))	
)	
Plaintiff,))	
v.))	
)	
JEFFERSON COUNTY RAINTREE))	
COUNTRY CLUB, LLC, et al.,))	
)	
Defendants,))	Cause No.: 15JE-CC00809
)	St. Charles County Special Judge
v.))	Michael Fagras
)	
DOTTIE SCHWANTNER))	
)	
Intervenor.))	

**JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND NOTICE TO THE CLASS**

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I. INTRODUCTION

The parties hereby notify this Court that they have agreed to settle this class action. The Settlement provides a substantial benefit to Class Members, while protecting each class member's due process rights. The settlement removes the delay, risk of judgment and expense to the Class Members which is inherent in further litigation. The settlement proposal herein will provide relief to the Settlement Class.

In Missouri, preliminary approval of class action settlements is substantially guided by the Court of Appeals decision in State ex rel. Byrd v. Chadwick, 956 S.W.2d 369 (Mo. App. W.D. 1997). In that case, the Court of Appeals has required a preliminary determination, based on the record before it, as to whether a Settlement Class should be tentatively approved, pending final approval at a Final Approval Hearing.

The current parties to the litigation were appointed by the Court to serve as representatives of the class. The Class was certified by this Court's Order dated January 29, 2020.

The parties have agreed, and request the Court's preliminary and final approval orders reflect that, if, for any reason, the Settlement Agreement terminates, the Court fails to grant preliminary or final approval of the settlement as provided in the Settlement Agreement, or the Court's approval of the settlement is reversed or rendered void as a result of an appeal, then (a) the Settlement Agreement shall be considered null and void, (b) neither the

Settlement Agreement nor any of the related negotiations shall be of any force or effect or admissible in evidence with the exception the Settlement Agreement may be admitted in evidence only with respect to actions to enforce it; and (c) the parties shall stand in the same position, without prejudice, as if the Settlement Agreement had neither been entered into nor filed with the Court.

To preliminarily approve a class action settlement, the Court must determine whether it should preliminarily approve terms of the Settlement. Though this is a Missouri Rule of Civil Procedure 52.10 class action, the court adopts Rule 52.08(e) of the Missouri Rule of Civil Procedure that provides as follows:

A class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.

II. THE SETTLEMENT IS PRESUMPTIVELY FAIR, ADEQUATE AND REASONABLE

This Court has the responsibility to review the Settlement Agreement and the evidence in order to determine whether they are presumptively fair, adequate and reasonable. In State ex rel. Byrd v. Chadwick, supra at p.378 fn.6, the Court noted factors that are considered when determining whether a settlement is fair, reasonable, and adequate. To wit:

In determining whether the settlement is fair, reasonable, and adequate under Rule 52.08(e), numerous courts have noted that a trial court should consider: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives and absent class members.

Each of these factors is discussed more fully infra.

A. RELEVANT HISTORY

The relevant history of this case is detailed in this Court's Order and Judgment denying Susan Raul's Motion to Intervene dated April 29, 2020, which recitation of the facts and relevant history in the order is incorporated herein by this reference.

B. PROPOSED SETTLEMENT

1. The Settlement Class

The class is defined as:

“all property owners of record in all plats of the Raintree Subdivision in Jefferson County, Missouri” (“Settlement Class”), which includes, without limitation, approximately 750 single-family residences, separate individual persons and/or entities whom or which own one or more of the approximate 3,168 lots in the Raintree Subdivision Sections 1 through 25 and Raintree Forest.

2. The Settlement Terms

The nucleus of the terms of the Settlement in this matter is to provide an equitable solution as to Club annual dues and for Defendants to fulfill their duties to the Settlement Class lot owners. The basis of the Settlement relevant to the claims asserted by Intervenor is as follows:

A. The Parties acknowledge the inequitable nature of requiring Club dues for Sections 20 through 25 lot owners, but not for Sections 1-19 and Raintree Forest.

B. The Parties further acknowledge the previous litigation has occurred and the aforementioned litigation has only led to the current state of the Club and the Subdivision. The Parties do further acknowledge that litigation filed by the Defendants in Cause No. 13JE-CC00841 in the Jefferson County Circuit Court resulted in the inequitable and irregular treatment of lot owners in Raintree Subdivision, which has caused considerable dissention among owners in the subdivision and a negative impact on property values in Raintree.

C. The Parties agree to the Defendant’s operation and maintenance of the Club, including, but not limited to, the Golf Course, Pro-Shop, Fitness Center, and Swimming Pool, in a manner and on a schedule that is substantially similar to those of other country clubs and/or golf course facilities in operation in Jefferson County and/or St. Louis County, Missouri. This includes, but is not limited to the following conditions:

D. The 18-hole golf course will be open to the members and the general public. Play is managed on a tee time basis and the course is intended to be open 360 days per year, weather permitting.

E. The Fitness Center will be open for use each day the golf course is open. The facility will be kept clean and the fitness equipment will be maintained in working order.

F. The swimming pool will be open a minimum of 6 days per week between Memorial Day and Labor Day each year, weather permitting. The pool hours are 9:30 a.m. to 7:00 p.m.

G. It is the defendants' desire to restore access to a restaurant and bar for both members and the general public. The defendants will work diligently to add this offering.

H. Subject to their payment of club dues and user charges, all lot owners have a non-transferable right to, and shall be deemed Social Members of the club and golf course operating on the property owned by Defendants, their successors and/or assigns. Membership applies to all lot owner(s), their spouse, and their legal dependents under the age of 21. All legally adjoined lots as recorded by the Recorder of Deeds in Jefferson County shall be treated as one lot requiring one annual social membership fee for that lot. If any lot owner fails or refuses to pay said dues or user fees, all lots owned by that individual may lose all rights to be a member in the sole discretion of the Club, but this shall not terminate the obligation to pay dues by said lot owner.

I. Social Membership, as defined in Paragraph 4c of the Indentures shall include, but not be limited to:

i. Free pool usage for members and their accompanied guest during posted open hours. Guests are limited to 2 per member. Additional daily passes will be available on a first come, first serve basis.

ii. Free Fitness Center use for members during posted open hours. Guests accompanied by a member may use the facility with the payment of a daily fee.

iii. Free golf for all lot owners, their spouse and their legal dependents under the age of 21, cart fee extra.

iv. A 10% discount on all regularly priced food, beverages, and merchandise purchases.

v. A 10% discount off the listing price for banquet center rental.

J. The Club dues shall initially be \$255.00 per year per lot, which includes applicable sales tax, and will be assessed to all lot owners in the subdivision Sections 1-25 and Raintree Forest;

K. The Parties agree that beginning with the first annual membership period following the commencement of this agreement, the maximum allowable social membership dues increase shall not exceed the increase, if any, in the cost of living during the previous calendar year. This calculation shall be made by adding to the then current dues the percentage by which the level of the Consumer Price Index for the St. Louis, Missouri

Metropolitan Area, as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over its level as of January 1st of the prior year, not to exceed 2%. Any increase of the cost of living will be calculated on the base fee, not the base fee plus taxes.

L. Provided further, the dues as levied each year shall be and become a lien without filing suit or legal procedure to establish said lien on said lot if not paid within thirty (30) days after June 15th of the year in which the assessment is made. Said dues may be collected by suit, and by enforcing a special lien on said property. All delinquent dues shall accrue a penalty of 1% per month compounded annually, which penalty may be collected and enforced the same as an RPOA assessment. All delinquent dues referred to a collection agency or attorney for collection, shall, in addition to interest, have added to the outstanding balance all costs of collection (either percentage or otherwise), attorney fees and costs of litigation, which may likewise be collected and enforced the same as provided herein.

M. This agreement shall be considered a supplement to the existing 4c provision in the indentures and where there may be conflict in terms, the provisions herein shall supersede and govern, and may only be altered, amended, or modified in writing, duly executed by both the Club and the RPOA;

N. Representatives from both the Club and the RPOA will meet at a minimum semi-annually to discuss and address the current "State of Business" of both entities. The purpose of said meetings is to provide the opportunity for each party to discuss the Club's past and future operations, projects, capital improvements, marketing plans, membership status, or any other related topics of interest to the Parties;

O. Should a party fail to perform its obligations under this agreement, the opposing party shall notify the alleged breaching party of the alleged breach and grant to the alleged breaching party 30 days to cure the alleged breach. If the alleged breach has not been cured within 30 days, the party alleging said breach shall have the right to file suit to enforce this agreement. In an effort to reduce expenses for both Parties, any disputes will first be referred to mediation. If mediation is unsuccessful and either party seeks to enforce this agreement with the Court, the prevailing party shall be entitled to attorney's fees and costs incurred;

P. In the event the Club should be offered for sale or shall fall into bankruptcy, the RPOA shall have a First Right of Refusal Option for purchasing the Club and golf course. In the event that Defendant receives a bona fide offer to purchase the Club, or any portion of the business, real estate, or improvements, Defendant shall give written notice of its intent to sell the Club to RPOA and such notice shall state the terms and conditions of the intended sale. For 45 days following the giving of such notice, the RPOA shall have the option to purchase the Club, or any portion thereof included in the intended sale, at the same price and under the same terms as stated in Defendant's notice.

III. NOTICE OF CLASS ACTION SETTLEMENT AND THE NOTICE PLAN

The Plaintiff shall be responsible, subject to Court approval, for distribution of the Class Settlement Notice, by U.S. mail, to the last known addresses of each Settlement Class Member. Plaintiff shall publish a copy of the Class Settlement Notice in a local newspaper agreed upon by the Parties for a period of one (1) day after the date upon which the Class Settlement Notice is mailed. Plaintiff shall further publish a copy of the Class Settlement Notice and a copy of the Settlement Agreement together with all exhibits on the Subdivision's website at <https://www.raintreepoa.net/> beginning on the date the Class Settlement Notice is mailed until the Court enters a Final Approval Order.

All costs of preparing and mailing said notice to the Settlement Class shall be paid by the Plaintiff.

No later than ten (10) business days prior to the Final Approval Hearing, the Plaintiff shall provide an affidavit to the Court, with a copy to the Intervenor and Defendants, attesting that the Class Settlement Notice was disseminated in a matter consistent with the terms of the Settlement Agreement.

Rule 52.08(e) of the Missouri Rules of Civil Procedure governs the settlement of class actions and provides, among other things, that notice of the proposed compromise shall be given to all members of the class as the court directs. Under Rule 52.08(e), the notice must satisfy due process and, thus, must "fairly apprise the prospective members of the class of the terms of the settlement and of the options that are open to them in connection with [the] proceedings." State ex rel. Byrd v. Chadwick, 956 S.W.2d 369, 385 (Mo. App. 1997)(citing Grunin v. Int'l House of Pancakes, 513 F.2d 114, 122 (8th Cir. 1975)). The information need only be general in nature and can refer the putative class members to the court or counsel for detailed information. Id.

The notice must be the “best notice under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Mo. R. Civ. P. 52.08(c)(2)(B); Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 315 (1950).

The Class Settlement Notice is sufficient because it contains information that a reasonable person would consider to be material in determining the issues set forth within the case or directs the recipient to a more convenient location to obtain more detailed information. The Notice fairly apprises the Class Members of the terms of the settlement, the options that are available to them in connection with the proceedings and refers them to Class Counsel for further detailed information. Accordingly, the Class Settlement Notice is the best notice practicable under the circumstances, and constitutes due and sufficient notice of the Order to be issued as a result of this Motion to all persons affected by and/or entitled to participate in the settlement and in full compliance with the notice requirements of Mo. R. Civ. P. 52.08(e).

Accordingly, the Class Settlement Notice should be approved for use as part of the settlement.

IV. CLASS MEMBER RIGHTS

The Class Members rights as set forth in the Settlement Agreement are summarized below.

A. EXCLUSIONS (“OPT-OUTS”) BY CLASS MEMBERS

This lawsuit was filed in a manner which does not allow any Class Member to “opt out” and/or exclude themselves from the class action lawsuit.

B. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

Each Settlement Class Member wishing to object to the Settlement shall submit a timely written notice of his/her/its objection. Such notice shall state: (i) the objector's full name, address, telephone number and e-mail address, (ii) information identifying the objector

as a Class Member, such as (a) proof or (b) an affidavit setting forth, in as much detail as the objector can reasonably provide, (1) the fact that the objector is a Lot Owner within the Subdivision, and (2) documentation supporting the objector's allegation of damage if the objector is making such an allegation; (iii) a written statement of all grounds for the objection accompanied by any legal support for the objection; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Objection Hearing; (vi) a list of all persons who will be called to testify at the Objection Hearing in support of the objection; (vii) a statement confirming whether the objector intends to testify at the Objection Hearing; and (viii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such authorization).

To be timely, written notice of an objection in appropriate form must be filed with the Circuit Court of Saint Charles County, Missouri, 300 N. Second Street, Suite 225, Saint Charles, Missouri 63301, and reference case # 15JE-CC00809 no later than thirty (30) days after the first bulk mailings of the initial Class Settlement Notice and served therewith upon: Ted Disabato, 4509 Lemay Ferry Road, St. Louis, Missouri 63129; Kevin Roberts, PO Box 888, Hillsboro, Missouri 63050-2140; and Martin L. Daesch, 110 E. Lockwood, 2nd Floor, St. Louis, Missouri 63119.

The agreed-upon procedures and requirements for filing objections in connection with the Objection Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights. The Preliminary Approval Order and Class Settlement Notice should require all Settlement Class Members who have any objections to file such objection with the Clerk of the Court, and to serve by mail or hand delivery such objection upon the parties at the addresses set forth in the

Class Notice, no later than the Objection Date. The Preliminary Approval Order should further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Objection Hearing, nor shall their objections be considered by the Court.

V. DISCUSSION OF FACTORS CONSIDERED BY MANY COURTS PRIOR TO APPROVING SETTLEMENT

The factors most commonly considered by courts prior to approval of a class action settlement are (1) the existence of or lack of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of counsel, the parties and absent class members. In this case, each factor weighs in favor of approval of settlement.

1. Lack of fraud or collusion behind settlement

During the course of this litigation the Court has thoroughly reviewed the pleadings and the relevant history of this litigation and previous litigation between the parties. The Court has conducted several case management conferences and has become familiar with the claims of the parties and the issues of the case. The Court should be confident in its determination the result reached by this settlement is a reasonable compromise benefitting all lot owners in the Raintree Subdivision and was not procured through fraud or collusion.

2. The complexity, expense and likely duration of litigation

The costs include the cost of notice to approximately 2500 Class Members and the usual costs of litigation. This coupled with the complexity of the case due to the size of the class, guarantees that these matters will not be concluded quickly or cheaply through litigation. This settlement avoids those eventualities.

3. Probability of Plaintiff's success on the merits

In light of Missouri case law, it is difficult to determine how this Court or a jury would rule upon the facts in this case; and it is difficult to predict the outcome and what the Court of Appeals would do is also not guaranteed. Further, the uncertainty of the stability of the financial situation of the Raintree subdivision in general provides an additional unknown in this equation. As a result of the factors discussed above, the favorable settlement terms of this case are considered by all parties to be a fair reflection of the probabilities of success in this case.

4. Range of possible recovery

Since this case is predominately a declaratory action, the "range of possible recovery" is less relevant than monetary causes of action. Nonetheless, the Court should find the settlement to be reasonable and within the expected range of relief that would be afforded on summary judgment or at trial and will serve to enhance the value to all lot owners in all sections of Raintree Subdivision.

5. Opinions of counsel, the parties and absent class members

Counsel and the parties agree, as is evidenced by the Settlement Agreement signed by them, that this settlement is a fair resolution of this case.

VI. CONCLUSION

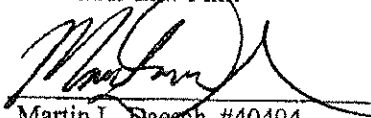
WHEREFORE, the parties respectfully request this Court preliminarily approve the attached Class Action Settlement Agreement and Release as being sufficiently fair, reasonable, adequate, and in the best interest of all Settlement Class Members, as falling within the range of possible final approval, and as meriting submission to the Settlement Class Members for their consideration. The parties respectfully request the Court enter an Order:

- A. Approving the Class Settlement Notice attached to the Settlement Agreement and authorizing Plaintiff, to disseminate the Class Settlement Notice as provided in the Settlement Agreement;
- B. Finding, for the purposes of effectuating Settlement only, that the individual Class Members are not allowed to “opt-out” or exclude themselves from the class.
- C. Establishing a deadline for filing objections to the proposed Settlement as provided in the Settlement Agreement;
- D. Establishing a schedule for the filing of all briefs in support of, or objecting to, final approval of the proposed Settlement;
- F. Establishing a date for the Final Approval Hearing, at which the Court may hear testimony from Objector(s) and shall make a final determination as to the fairness, reasonableness, and adequacy of the Settlement; and
- G. For such further orders as the Court deems just and proper.

The Onder Law Firm

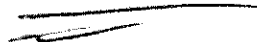
TdD Attorneys at Law LLC

BY:



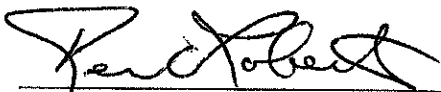
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BY:



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Roberts, Wooten and Zimmer, L.L.C.

BY: 
Kevin Roberts
P.O Box 888-10438 Business 21
Hillsboro, MO 63050
Phone: (636) 797-2693

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of May, 2020, the foregoing was electronically filed and served on the Parties of record:

/s/Martin L. Daesch

**IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT
JEFFERSON COUNTY, STATE OF MISSOURI**

RAINTREE PLANTATION PROPERTY)
 OWNERS ASSOCIATION, INC.)
)
 Plaintiff,)
 v.)
)
 JEFFERSON COUNTY RAIN TREE)
 COUNTRY CLUB, LLC, et al.,)
)
 Defendants,)
 v.)
)
 DOTTIE SCHWANTNER)
)
 Intervenor.)

Cause No.: 15JE-CC00809
 St. Charles County Special Judge
 Michael Fagras

**Order Preliminarily Approving Settlement and
 Authorizing Notice to the Class**

This matter coming before the Court on the parties’ “Joint Motion for Preliminary Approval of Class Action Settlement Agreement and Notice to the Class” (the “Joint Motion”), and after review and consideration of the Settlement Agreement, the Joint Motion, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. Pursuant to Missouri Supreme Court Rule 52.08(e) and 52.10, the settlement of this action, as embodied in the terms of the Settlement Agreement, is preliminarily approved.
2. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.
3. The Settlement Agreement proposes notice to the Class by first class mail in the form of Exhibit B attached to the Settlement Agreement. The Court finds that such notice satisfies the requirements of due process. The plan is approved and adopted. The Court orders the parties

provide the notice to the Class as proposed.

4. This is not an “opt out” class action so no Class Member may opt-out of the case.

5. The Court hereby sets deadlines and dates for the acts and events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines and dates in the Class Notice:

(a) Any objections shall be filed in this Court and postmarked and served on all attorneys within thirty (30) days of the date class notice is sent, or be forever barred; and

(b) Memoranda regarding any objection to the Final Approval Hearing must be filed in this Court, and postmarked and served on all attorneys within thirty (30) days of the date class notice is sent, or be forever barred.

(c) Any potential objector who fails to comply with (a) and (b) above or with the objection procedures outlined in the Class Notice and the parties’ Joint Motion for Preliminary Approval of Class Action Settlement shall not be heard during the Final Fairness Hearing nor should their objections be considered by the court.

4. The Fairness Hearing, set forth in the Class Notice, is hereby scheduled for _____.

SO ORDERED:

DATED: _____