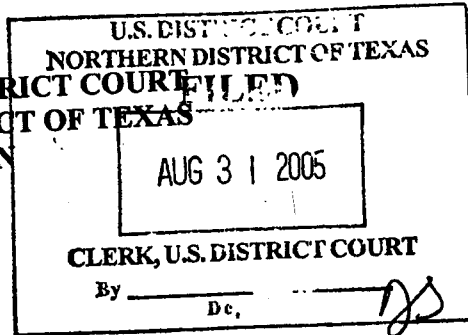


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



Civil Action No. 3:95-CV-0383-R

SHEFFIELD C. BELL, *et al.*,
Plaintiffs,

v.

CITY OF DALLAS, TEXAS,
Defendant.

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Agreed Final Judgment

On this date, Plaintiffs, Sam A. Stephens ("Stephens"), individually and as representative of a class, Sheffield C. Bell ("Bell"), Mattie L. Smith ("Smith"), Corine Johnson ("Johnson"), and William Moore ("Moore"), individually and as members of a class (collectively referred to as "Plaintiffs"), and Defendant, City of Dallas ("City") (collectively, the "Parties"), announced that they: (1) have fully settled and compromised all matters and issues in controversy between them; (2) agree to a final judgment based upon an agreed permanent injunction, as described below, and the terms of the Settlement Agreement and Release; (3) agree that the terms and conditions contained in the Settlement Agreement and this Agreed Final Judgment are fair, reasonable, and adequate as to all claims of all class members that are being settled, voluntarily dismissed, or otherwise compromised; and (4) now present this Agreed Final Judgment for the Court's approval, requesting the Court to enter a final judgment pursuant to the terms set forth herein.

I
Introduction

This lawsuit was originally filed as two separate class actions in 1995, *Sheffield C. Bell v. City of Dallas*, No. 95-CV-0383-R (N.D. Tex. filed March 3, 1995) and *Mattie L. Smith v. City of Dallas*, No. 95-CV-0306 (N.D. Tex. filed February 17, 1995), seeking injunctive relief.

The Selery Johnson claims were severed into a separate lawsuit, No. 96-CV-2137 (N.D. Tex.) by order of the Court on July 30, 1996 and was later settled and dismissed. Moore's suit was consolidated with the Smith case by the Court on June 12, 1995. The Smith and Bell cases were consolidated for class action trials by the Court on October 7, 1997. The consolidated trial was held on October 7 and 8, 1997 but the Court has not entered orders for class certification nor entered findings of fact, conclusions of law, or judgments on the merits of the claims.

In 1998, Stephens requested an additional class certification in a supplemental complaint. On July 19, 2002 the Court certified the class and appointed Stephens as class representative. The United States Court of Appeals vacated the order and remanded the case for entry of findings and conclusions. On June 16, 2004, the Court entered an order adopting findings and conclusions supporting the class certification. The City appealed this order and the appeal is still pending. The class sought injunctive relief against the City, and the Class was authorized to seek injunctive relief.

In its original answer and amended answers, the City denied, and continues to deny, liability. Now, in order to avoid the burdens, costs, inconveniences, and uncertainties associated with further litigation, the Parties executed a Settlement Agreement and Release on or about August 22, 2005 ("Settlement Agreement") in which the Parties believe and agree that the terms and conditions contained in the Settlement Agreement and this Agreed Final Judgment are

fair, reasonable, and adequate as to all claims of all class members that are being settled, voluntarily dismissed, or otherwise compromised.

On July 15, 2005, this Court entered an Agreed Order Approving of a Modified Class, Class Settlement Notice, and Setting Settlement Hearing. The Court ordered that the class is modified for settlement purposes and is to be composed of owners of single-family homes, which have been subject to adverse orders of the City of Dallas's Urban Rehabilitation Standards Board (URSB) and which orders were issued between January 1, 1991 and December 31, 1997, and who at the time of the URSB issued order, own(ed) five or fewer single-family structures in the City of Dallas; the Class does not include the members of the class certified in *James, et al. v. City of Dallas*, Civil Action No. 3:98-CV-0436-R (N.D. Texas), and the Class does not include individuals (other than the individual Plaintiffs in this matter) who have pending lawsuits or administrative claims against the City of Dallas for adverse actions by the City's URSB between January 1, 1991 and December 31, 1997.

On August 22, 2005, this Court held a hearing for which reasonable and adequate notice was provided by publication and posting for the benefit of class members, and at which class members had an opportunity to raise their objections to the settlement contemplated by the Settlement Agreement and subsumed in this Agreed Final Judgment. One speaker, Ms. Rogers, objected to the demolition of her two houses. Ms. Rogers filed an administrative claim with the City of Dallas that is currently pending. The Court and counsel for the parties explained that the Settlement Agreement in this case did not affect her pending administrative claim because persons with pending lawsuits or administrative claims against the City of Dallas for adverse actions by the City's URSB between January 1, 1991 and December 31, 1997 were not included in the settlement.

Upon review of the Settlement Agreement, the pleadings in this case, and hearing of the representations by counsel for the Parties on August 22, 2005, the Court finds that the Settlement Agreement should be and is approved as fair, reasonable, and adequate relief for the class. The Court, therefore, finds that this Agreed Final Judgment incorporating the Settlement Agreement is a fair, reasonable, and adequate disposition of the Lawsuit.

II
Order of Agreed Final Judgment

Accordingly, It is Ordered, Adjudged, and Decreed the Agreed Final Judgment is approved pursuant to the terms set forth herein;

It is Further Ordered, Adjudged, and Decreed that within 30 days of August 22, 2005, the City shall pay to each individual Plaintiff as follows:

- (a) Larry Smith, the legal representative of the estate of Mattie Smith, shall be paid an amount totaling \$10,000 (Ten Thousand Dollars);
- (b) Sheffield Bell shall be paid an amount totaling \$5,000 (Five Thousand Dollars);
- (c) Pattie Moore, the legal representative of the estate of William Moore, shall be paid an amount totaling \$5,000 (Five Thousand Dollars);
- (d) Helen Kelly, the legal representative of the estate of Corine Johnson, shall be paid an amount totaling \$2,5000 (Two Thousand Five Hundred Dollars); and
- (e) Sam Stephens shall be paid an amount totaling \$5,000 (Five Thousand Dollars).

It is Further Ordered, Adjudged, and Decreed that because all claims asserted by Plaintiffs for monetary damages are completely, fully, and finally settled and compromised, and

because the Parties have reached an acceptable agreed injunction, nothing remains in this case for the Court to determine other than the propriety of this Agreed Final Judgment;

It is Further Ordered, Adjudged, and Decreed that this Agreed Final Judgment disposes of all Parties and all issues and is, accordingly, a final judgment, and all other relief not expressly granted herein is denied;

It is Further Ordered, Adjudged, and Decreed that for each Class property, the City of Dallas is hereby enjoined as follows:

- (a) The relief covers only demolition orders issued and civil penalties assessed between 1991 and 1997;
- (b) The City shall cancel demolition or URSB civil penalty debts including interest and fees using documents that are filed in the deed record and in the city records of the accounts;
- (c) The City shall file releases of all liens for demolition or civil penalty debts in the deed records;
- (d) The City shall take no action to enforce, collect, or reinstate demolition or civil penalty debts or liens;
- (e) The City shall publish notice of the relief contemplated by in this injunction in area newspapers and shall bear the cost for doing so;
- (f) The City shall notify area title companies of properties covered, actions taken to cancel debts, and release liens;
- (g) The City will respond in good faith to any inquiries from owners, title companies, or other interested persons inquiring about specific covered properties, if any, with the statement that debts have been cancelled and liens have been released with references to public record filings that cancel the penalty or debt and release the lien;
- (h) The City shall not be required to conduct any title search or take any action to clear title or mail any notice to putative class members.
- (i) The City shall pay its own attorney fees. Counsel for Plaintiffs and the Class waives, relinquishes, acquits, and discharges any and all attorney fees and costs of litigation incurred in this Lawsuit, if any, and shall not seek attorney fees or costs of litigation associated with this Lawsuit from the City, plaintiffs, or the class members now or at any time in the future. This waiver of fees includes fees for all time incurred in these

cases up to and including judicial approval of the settlement and entry of a final judgment in this case.

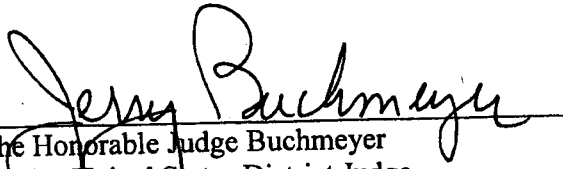
(j) The City agrees to pay all costs and expenses of providing notice of the proposed settlement to the class. This agreement does not include any attorney fees or litigation expenses for plaintiffs' attorneys but is rather to ensure that the costs of publication or other forms of notice are borne only by the City.

It is Further Ordered, Adjudged, and Decreed that the City shall comply with items (b) through (f) of the above injunction on or before the first anniversary of the date of this final judgment;

It is Further Ordered, Adjudged, and Decreed that costs of court shall be taxed against the Party incurring them except as expressly stated herein; and


It is Further Ordered that the Clerk of this Court enter Final Judgment in this matter, according to the provisions of Rule 58 of the Federal Rules of Civil Procedure and in accordance with the terms of the Agreement and this Agreed Final Judgment. Judgment shall be so entered.

SIGNED this 26 day of AUGUST, 2005.


The Honorable Judge Buchmeyer
Senior United States District Judge
Northern District of Texas

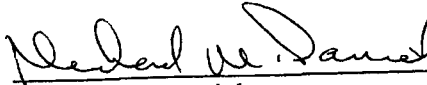
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