

**FILED**

JUN 25 2024

JOAN M. GILMER  
CIRCUIT CLERK, ST. LOUIS COUNTY

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI

AKILAH SMITH, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CITY OF ST. ANN, MISSOURI, )  
 )  
Defendant. )

Case No. 20SL-CC00356

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and attachments thereto, including the Class Action Settlement Agreement (the “Settlement Agreement”), between Plaintiff Akilah Smith, individually and on behalf of the Settlement Class Members, and Defendant City of St. Ann. Upon consideration and review of the proposed settlement (as reflected in the Settlement Agreement), relevant documents, motion papers, and memoranda, and the parties’ presentation, the Court hereby orders:

1. The Court, for purposes of this Order, adopts and incorporates herein by reference all defined terms set forth in the Settlement Agreement.

2. The Court previously certified the following classes and finds the following classes appropriate for settlement purposes as well, in accordance with the terms of the Settlement Agreement (the “Settlement Class”). The Settlement Class is defined as:

- a. Class 1: All Missouri citizens who have paid a \$100 “Towing Release Fee” to the City of St. Ann, pursuant to St. Ann Municipal Ordinance §395.085 from January 9, 2015 to the present.
- b. Class 2: All Missouri citizens who had their vehicle towed by Doc’s Towing pursuant to an “Authorization to Tow” form endorsed by the St.

Ann Police Department who (1) have not recovered their vehicle, and (2) are required to pay the City of St. Ann a \$100 "Towing Release Fee" pursuant to St. Ann Municipal Ordinance §395.085 in order to get the vehicle released from January 9, 2015 to the present.

- c. Class 3: All Missouri citizens who (1) have an equitable interest (e.g. lessees, renters, and minors) in a vehicle towed by Doc's Towing pursuant to an "Authorization to Tow" form endorsed by the St. Ann Police Department and (2) are required to pay the City of St. Ann a \$100 "Towing Release Fee" pursuant to St. Ann Municipal Ordinance §395.085 in order to get the vehicle released from January 9, 2015 to the present.

3. As provided for in the Settlement Agreement, if the Court does not grant final approval of the settlement set forth in the Settlement Agreement, or if the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and certification of the Settlement Class provided for herein, will be vacated and the litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

4. Proposed class counsel are adequate. Ryan Keane of Keane Law LLC; and Anthony Gray of Johnson Gray, LLC, are appointed as Class Counsel for the Settlement Class ("Class Counsel").

5. The proposed class representative is adequate. Akilah Smith is appointed as Class Representative for the Settlement Class ("Representative Plaintiff").

6. The Settlement Class is so numerous that joinder of all members is impracticable.

7. The Court finds, based on the Settlement Agreement and submissions of the parties, that:

- (a) There are questions of law and fact common to the Settlement Class.
- (b) The claims of Representative Plaintiff are typical of the claims of members of the Settlement Class.
- (c) Representative Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between Representative Plaintiff and members of the Settlement Class.
- (d) Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members of the Settlement Class.
- (e) Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of the controversy.
- (f) The prosecution of separate actions by or against individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class, which would establish incompatible standards of conduct for the party opposing the class.

8. Accordingly, the Court hereby certifies the Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08.

9. The Court preliminarily approves the settlement set forth in the Settlement Agreement as fair, reasonable, and adequate within the meaning of Missouri Rule of Civil Procedure 52.08, subject to final consideration at the Final Fairness Hearing provided for below.

10. A hearing (“the Final Fairness Hearing”) shall be held before this Court, on the date and time set forth below, in Division 19 of the Circuit Court of St. Louis County, Missouri to determine: (a) whether the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class; (b) whether a Final Approval Order and Judgment as provided in the Settlement Agreement should be entered granting final approval of the settlement; and (c) whether the requested attorneys’ fees, costs and expenses, and the incentive award for Representative Plaintiff, should be paid as provided in the Settlement Agreement. The Court may adjourn and/or continue the Final Fairness Hearing, which may be posted on the Court’s docket.

11. The Court finds that the manner and content of the notice specified in the Settlement Agreement and attached to Plaintiff’s Motion for Preliminary Approval (the “Class Notice”) will provide the best practicable notice of the Settlement Agreement to Settlement Class Members and fully satisfies the requirements of Supreme Court Rule 52.08 and due process. Accordingly, notice of the Final Fairness Hearing and the proposed Settlement Agreement shall be provided to Settlement Class Members pursuant to the notice plan set forth in the Settlement Agreement. The Court authorizes the parties to make minor revisions to the notice and associated documents as they may jointly deem necessary or appropriate, without the necessity of further Court action or approval.

12. The Court approves and appoints Atticus Administration as the Claims Administrator.

13. Any Settlement Class Member who does not request exclusion may enter an appearance in this action through an attorney, if desired. Any Settlement Class Member who does not request exclusion, and who objects to approval of the proposed settlement in compliance with

the requirements of the Settlement Agreement, may appear at the Final Fairness Hearing in person or through counsel to show cause why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate.

14. No person (other than representatives of the named parties) may be heard at the Final Fairness Hearing, or file papers or briefs, unless on or before the date set forth in the Class Notice, such person files with the Clerk of the Court and serves on Class Counsel and counsel for Defendant a timely written objection and notice of intent to appear, in accordance with the procedures specified in the Settlement Agreement. Any Settlement Class Member who does not make his or her objection to the Settlement Agreement as provided for in the Settlement Agreement and in compliance with applicable law, shall be deemed to have waived such objection for purposes of appeal, collateral attack, or otherwise. Counsel for the parties are authorized to conduct any necessary discovery, including, but not limited to, depositions, regarding any objector who indicates an intent to appear as set forth herein.

15. Any Settlement Class Member who desires exclusion therefrom must send a written request to be excluded, by the date set forth in the Class Notice, in the manner and form set forth on the Long Form Notice published on the Settlement Website and pursuant to the terms of the Settlement Agreement. All persons who properly submit requests for exclusion under the Settlement Agreement shall not be part of the Settlement Class and shall have no rights with respect to the Settlement Agreement.

16. If the Settlement Agreement is finally approved, the Court shall enter a Final Approval Order and Judgment approving the Settlement Agreement. The Final Approval Order and Judgment shall be fully binding with respect to all Settlement Class Members who did not

request exclusion by the date set forth in the Class Notice, in accordance with the terms of the Class Notice and the Settlement Agreement.

17. All discovery and other pretrial proceedings in this action are stayed and suspended until further order of this Court, except as otherwise agreed to by the parties or as may be necessary to implement the Settlement Agreement or this Order. All Settlement Class Members are enjoined from prosecuting separate actions against Defendant asserting any of the claims alleged in this Action.

18. The dates of performance of this Order are as follows:

- a) Notice to Settlement Class Members shall be disseminated in accordance with the Settlement Agreement. The parties shall use their best efforts to complete notice by the deadlines set forth in the Settlement Agreement.
- b) Requests for exclusion must be submitted to the Settlement Administrator or postmarked no later than 60 days after the Notice Date.
- c) Objections to the Settlement Agreement and notices of intention to appear at the Final Fairness Hearing must be mailed to the Settlement Administrator and served on Class Counsel and counsel for Defendant no later than 60 days after the Notice Date.
- d) The Claims Administrator shall prepare a list of Settlement Class Members who have filed timely requests for exclusion, and the Parties shall

submit a list of valid opt-outs no later than 30 days prior to the Final Fairness Hearing.

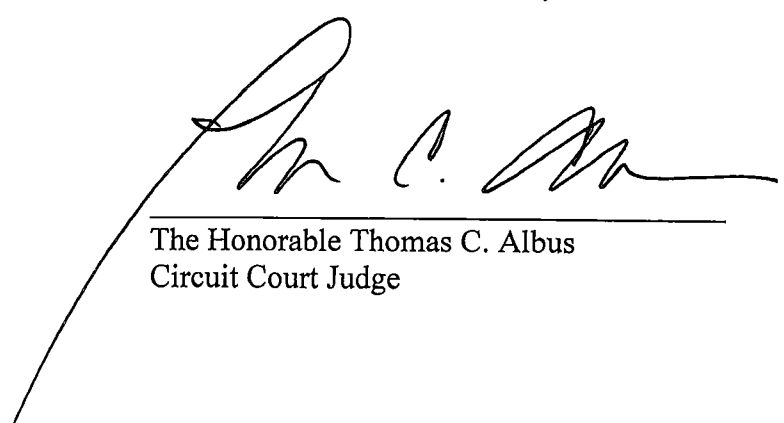
e) The parties may file and serve papers in support of final approval of the settlement, responding to any objections or motions to intervene, and requesting attorneys' fees, costs and expenses no later than 30 days prior to the Final Fairness Hearing.

f) No later than 30 days before the Final Fairness Hearing, the administrator shall certify to the Court that it has complied with the notice requirements set forth in the Settlement Agreement and this Order;

g) The Final Fairness Hearing shall be held on 11. 8. 2024, 2024 at MOA in Division 19 at the St. Louis County Circuit Court.

**IT IS SO ORDERED.**

6. 25. 2024  
Date

  
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The Honorable Thomas C. Albus  
Circuit Court Judge