

Smith v.
City of St. Ann, Missouri

NOTICE OF CLASS ACTION SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY;
THE LAWSUIT MAY AFFECT YOUR RIGHTS!**

IF YOU HAVE AN OWNERSHIP OR EQUITABLE INTEREST IN A VEHICLE WHICH HAS BEEN TOWED AND YOU WERE OR ARE SUBJECT TO A “TOWING RELEASE FEE” FROM THE CITY OF ST. ANN PURSUANT TO MUNICIPAL ORDINANCE § 395.085, BETWEEN JANUARY 9, 2015 AND JUNE 25, 2024, A PENDING CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

The Circuit Court of St. Louis County, 21st Judicial Circuit has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING AND RECEIVE PAYMENT	If you are entitled under the Settlement to payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i> , you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment and will give up your right to bring your own lawsuit against the City of St. Ann about the claims in this case.
EXCLUDE YOURSELF FROM THE CLASS; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS RELATED TO THE CLASS YOU EXCLUDE YOURSELF FROM DEADLINE: SEPTEMBER 13, 2024	If you ask to be excluded, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
OBJECT TO THE SETTLEMENT DEADLINE: SEPTEMBER 13, 2024	You may object to the terms of the Settlement Agreement and have your objections heard at the November 8, 2024 at 10:00 a.m. Final Approval Hearing.

These rights and options – *and the deadlines to exercise them* – are explained in this Notice.

BASIC INFORMATION

1. What is this Lawsuit about?

This class action lawsuit (“Lawsuit”), known as *Smith v. City of St. Ann, Missouri*, Civil Action No. 20SL-CC00356, is currently pending against the City of St. Ann (“Defendant”). It alleges that Defendant

violated the Missouri Constitution and Missouri law in connection with its Municipal Ordinance No. 395.085 (Fees Related to Towing Imposed by City) and related \$100 Tow Release Fees. Judge Thomas C. Albus of the Circuit Court of St. Louis County, 21st Circuit, Division 19, is overseeing this Lawsuit. The Lawsuit seeks damages and injunctive relief for the violations as well as costs and attorneys' fees. Defendant denies all claims alleged in the Lawsuit. The Court has not decided who is right.

A settlement has been reached with the Defendant. This Notice summarizes the proposed settlement and your rights. For the precise terms and conditions of the Settlement, please see the Settlement agreement available at www.TowingFeeLawsuit.com, contact the Settlement Administrator at 1-800-305-9833, or access the Court docket in this case through the CaseNet system at <https://www.courts.mo.gov/>, or visit the office of the Clerk of the Court for Division 19 at 105 South Central Avenue, Clayton, MO 63105, Monday through Friday, between 8:00 A.M. to 5:00 P.M., excluding Court holidays.

2. Why did I receive this Notice of this Lawsuit?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this Action and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the Action, the Settlement, and your legal rights.

You received a Notice because records indicate that between January 9, 2015 and June 25, 2024, you were a member of one or more of the following classes:

- 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.
- 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.
- 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.

These groups are collectively called the "Classes," and the persons in these groups are collectively called the "Class Members." A Class Member may be a member of one, two, or all three of these Class types. If you are a member of one or all of the Classes, your legal rights are affected, and you have options that you may exercise before the Court considers whether to give Final Approval to the Settlement. To ask to be excluded from the Settlement, you must act by September 13, 2024.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Akilah Smith) sued on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The plaintiff who sued—and all the Class Members like them—are called the Plaintiffs. The city they sued (in this case, the City of St. Ann) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

Both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of trial, and the Settlement Class Members receive the benefits described in this Notice. The Class Representative and their attorneys think the Settlement is best for everyone who is affected.

5. What are the terms of the proposed Settlement?

The complete terms of the proposed Settlement are set forth in a formal Settlement Agreement (“the Agreement”) which is on file with the Court, and which is also available at: www.TowingFeeLawsuit.com. This Notice is only a summary of the Settlement, and in case of any conflict between this Notice and the Agreement, the terms of the Agreement will control.

In the proposed Settlement, the City of St. Ann has agreed to create a \$145,000.00 Settlement Fund. All Administrative Costs, any court-awarded attorneys’ fees and expenses to Class Counsel, and any service award to the Class Representative will be paid out of the Settlement Fund first. If the Court awards all Administrative Costs, attorneys’ fees and expenses, and awards requested by the Parties, the remaining balance of the Settlement Fund (“Net Settlement Fund”) will be distributed to the Class Members who are not excluded from the class as described below.

Each \$100 Tow Release Fee paid by a Class Member equals one Class Payment. The Parties recognize that Class Members may have paid more than one Class Payment (i.e. more than one Tow Release Fee). The Net Settlement Fund shall be paid *pro rata* to members of the Classes using the following calculation: add the number of Class Payments together to obtain a total number of Class Payments; divide the Net Settlement Fund by the total number of Class Payments; and this results in a *pro rata* amount payable for each Class Payment. This *pro rata* Class Payment amount is then paid to the Class Members consistent with the number of Class Payments made by each Class Member. The total of the Class Payments due to each Class Member under the above calculation is to be equal to the total of the Net Settlement Fund.

If the Settlement is approved, the Settlement Administrator will automatically mail checks to Class Members who have not excluded themselves from the Settlement. If there are unclaimed funds after the distribution, any remaining amounts resulting from uncashed checks (“Residual Funds”) shall be distributed to a *cy pres* recipient, as set forth under Question 5, below.

In addition to the Settlement Fund, as part of the Settlement, the City of St. Ann has agreed to provide acknowledgement and confirmation that Defendant shall not seek any further monies or collections under Ordinance No. 395.085 (Fees Related to Towing Imposed by City).

Attorneys’ Fees and Expenses, and Service Award. Class Counsel will ask the Court to award attorneys’ fees in an amount not to exceed one third of the Settlement Fund, or \$48,333.33, plus litigation costs and expenses. Class Counsel will also request Court approval of a Service Award to the Class

Representative in the amount of \$7,500. Class Counsel will file that request, along with all supporting documents, at least 30 days prior to the Final Approval Hearing. The Fee and Service Award Application and all supporting papers will be available for your review at www.TowingFeeLawsuit.com. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

You are not required to make any payments to Class Counsel in this action.

6. How can I get the relief?

As long as you do not exclude yourself from the Settlement, you will automatically receive cash benefits from the Settlement, and you do not need to take further action. **If you need to update your mailing address, please do so at www.TowingFeeLawsuit.com or by calling 1-800-305-9833.**

Payments will be made by check mailed to Settlement Class Members. Checks will be valid for 90 days. If there is any amount in the Settlement Fund that remains following the distribution of checks to Settlement Class Members as a result of checks being returned undeliverable or which are not cashed within 90 days, then, subject to the Court's approval, the remaining funds shall be distributed to St. Louis Crisis Nursery, a St. Louis-based non-profit organization committed to the prevention of child abuse and neglect, and providing trauma-informed emergency intervention, 24-hour respite care, and support to families in crisis in the community. **If you need to update your mailing address, please do so at www.TowingFeeLawsuit.com or by calling 1-800-305-9833.**

7. When will I get the relief?

As described below, the Court will hold a Final Approval Hearing on November 8, 2024 at 10:00 a.m. to decide whether to grant Final Approval of the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable, and adequate. In addition, any Final Approval Order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time. Payment to Settlement Class Members will only be made after the time for any appeals expires. **Please be patient.**

8. Do I have a lawyer in this case?

The Court decided that Ryan Keane of Keane Law LLC and Anthony Gray of Johnson Gray, LLC are qualified to represent you and all Class Members. Together, these attorneys are called "Class Counsel." They are experienced in handling class actions and similar cases against other municipalities. More information about these law firms, their practices, and their lawyers' experience is available at www.keanelawllc.com and www.johnsongraylaw.com.

9. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one third of the Settlement Fund, or \$48,333.33, plus litigation costs and expenses. Class Counsel will also request Court approval of a Service Award to the Class Representative in the amount of \$7,500. Class Counsel will file that request, along with all supporting documents, at least 30 days prior to the Final Approval Hearing. The Fee and Service Award Application and all supporting papers will be available for your review at www.TowingFeeLawsuit.com. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

11. How do I exclude myself from the Settlement?

If you do not want benefits from the Settlement and you want to keep the right to sue or continue to sue the City of St. Ann on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. This is called “opting out” of the Settlement Class.

To ask to be excluded, you **must** send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the Settlement Class in *Smith v. City of St. Ann*. Your letter can simply say: “I hereby elect to be excluded from the Settlement Class in the *Smith v. City of St. Ann* class action.”

Be sure to include your name and address and sign the letter. Your Exclusion Request must be postmarked by **September 13, 2024**, and sent to: St. Ann Tow Fee Class Action, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You may also get an Exclusion Request form at **www.TowingFeeLawsuit.com**.

12. If I do not exclude myself, can I sue the City of St. Ann for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the City of St. Ann for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to pursue your own lawsuit.

13. If I exclude myself, will I receive a payment?

No. You will not receive a payment if you exclude yourself from the Settlement.

14. What happens if I do nothing at all?

You don’t have to do anything now if you want to receive an automatic payment from the Settlement. By doing nothing, you are staying in the Settlement Class and will automatically be mailed a check for your portion of the Settlement Fund, as described in response to Question 4. **If you need to update your mailing address, please do so at www.TowingFeeLawsuit.com or by calling 1-800-305-9833.**

If you choose to stay in the Settlement, you will give up certain claims made in this Lawsuit related to your alleged unlawful towing and/or Tow Release Fees between January 5, 2019 and June 25, 2024. As such, you will not be able to sue or continue to sue Defendant as part of any other lawsuit about those claims. The full terms of the release, which will bind all Settlement Class Members as to certain claims against Defendant and related entities (“Released Parties”), are set forth in the Settlement Agreement, which is on file with the Court, and which is available on the settlement website at: **www.TowingFeeLawsuit.com**

Unless you exclude yourself, you will be a Settlement Class Member, and that means that any claims you have that were or could have been raised in the Action, including but not limited to any claims regarding Defendant’s use of “Tow Release Fees” and claims for injunctive relief, between January 5, 2019 and

June 25, 2024, will be fully and completely resolved, and that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant related to these claims. It also means that the Court's Orders approving the Settlement and the judgment in this case will apply to you and legally bind you.

15. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it and the Court will consider your views. You can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses, and/or Class Counsel's request for service awards for the Class Representatives.

You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object to the Settlement, to the application for fees and costs, and/or to the service awards, you must mail the objection to St. Ann Tow Fee Class Action, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. **Do not file the objection with the Court.**

For a written objection to be considered, the objection must be submitted no later than **September 13, 2024.**

The written objection must include:

- Your name, address, and phone number;
- The case caption, *Smith, v. City of St. Ann, Missouri*, Case No. 20SL-CC00356;
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- A statement confirming whether the objector or any counsel for the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- The objector's signature (an attorney's signature is not sufficient).

16. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the Lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m., on November 8, 2024, in Division 19 of the St. Louis County courthouse, located at 105 South Central Avenue, Clayton, MO 63105. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for attorneys' fees and expenses, and the Named Plaintiff's service award. You may attend. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the Settlement. We do not know how long the decision will take.

YOU DO NOT HAVE TO APPEAR AT THE HEARING TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a “Notice of Intention to Appear in *Smith., v. City of St. Ann, Missouri*, Case No. 20SL-CC00356.” Be sure to include your name, address, telephone number, your signature, and *a statement under penalty of perjury that you are a member of the Settlement Class* (i.e., that you are a member of Class 1, 2, or 3). The Notice of Intention to Appear must also include:

- How much time the Class Member and/or his attorney anticipates needing to present his or her objection;
- The name, address, and telephone number of the Class Member making the objection, and a summary of the testimony supporting the objection;
- The name, address, and telephone number of all witnesses the Class Member and/or his/her attorney intends to present testimony from, including a summary of the testimony; and
- The identity of all exhibits the Class Member and/or his/her attorney intends to offer in support of the objection(s), and a complete copy of all exhibits.

Your Notice of Intention to Appear must be filed with the Court no later than September 13, 2024.

GETTING MORE INFORMATION

19. Are more details available?

Yes. This Notice is only a summary of the Settlement and the Agreement. You can visit www.TowingFeeLawsuit.com, where you will find a copy of the Settlement Agreement, additional Court documents related to the Action, and the Exclusion Request form.

You may also speak to the Administrator at 1-800-305-9833. You may also write to the Administrator by writing to: St. Ann Tow Fee Class Action, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You should also contact the Administrator if you need to update your contact information.

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THIS LAWSUIT.