

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

FILED

NOV 08 2024

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

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

Case No. 20SL-CC00356

**ORDER AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

This Court, having held a Final Approval Hearing on November 8, 2024, and having reviewed the Settlement Agreement, the Motion for Final Approval of Class Action Settlement and Memorandum in Support, the Application for Attorneys' Fees, Costs and Incentive Award, and the supporting affidavits and declarations attached thereto, finds as follows:

1. The Court adopts and incorporates herein by reference all defined terms set forth in the Settlement Agreement.
2. The Court certifies the following three Classes in accordance with the terms of the Settlement Agreement (the "Settlement Classes"). The Settlement Classes are defined as:

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 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 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.

3. Ryan A. Keane of Keane Law LLC, and Anthony Gray of Johnson Gray, LLC are appointed as Class Counsel for the Settlement Classes ("Class Counsel").

4. Plaintiff Akilah Smith is appointed as Class Representative for the Settlement Classes ("Class Representative").

5. The Settlement Classes are so numerous that joinder of all members is impracticable.

6. The Court finds, based on the terms of the settlement described in the Settlement Agreement, that:

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

7. Accordingly, the Court hereby certifies the Settlement Classes, for settlement purposes, pursuant to Missouri Rule of Civil Procedure 52.08.

8. The Court 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. The cash settlement fund in the amount of \$145,000 is also fair, reasonable, and adequate. It provides cash

refunds to class members without the necessity of having to submit a claim or any other procedural or administrative requirements. The Court also finds the Equitable Relief to be fair, reasonable, and adequate, as the City of St. Ann has agreed that it will not seek any further monies or collections under the Towing Release Fee Ordinance.

9. The Court also approves of the *Cy Pres* recipient of St. Louis Crisis Nursery, which is a St. Louis-based non-profit organization committed to preventing child abuse and providing support to families in crisis. Any residual funds in the Settlement Fund including uncashed checks will be paid to the *Cy Pres* recipient.

10. The Notice provided in this case was adequate in all regards, comports with the standards set out under Missouri and federal law. The Notice provided all requisite information regarding the nature of the case and claims, the Settlement Agreement, methods for challenging the settlement or seeking exclusion, the effect of remaining in the Classes, and how to make a claim if necessary. The notice plan was thorough and carried out by a professional administrator. In addition, the claim form was easy to understand. Notice satisfied due process in all regards.

11. The Court finds that the Settlement Administrator properly gave notice to the Class Members, as required by the Preliminary Approval Order, and as further set forth in the Settlement Agreement. The Court finds that, under the circumstances, the Notice constitutes the best practicable notice of the settlement hearing, the proposed settlement, and the Settlement Agreement, Class Counsel's Fees and Class Counsel's Expenses, and other matters set forth in the Notice; the Notice constitutes valid, due, and sufficient notice to all Settlement Class Members; and the Notice complies fully with the requirements of Rule 52.08, the United States Constitution, the due process rights of Class Members, and all other applicable law.

12. This Final Approval Order and Judgment shall be fully binding with respect to all Class Members who did not validly request exclusion by the date set forth in the Preliminary Approval Order. There were no objections or opt-outs asserted by any Class Member.

13. The incentive award to Akilah Smith as is set forth in the Settlement Agreement is reasonable. Class representatives, in exchange for agreeing to take on the risks attenuated with litigation, the responsibilities attached thereto, and the duty to represent the interests of class members, are routinely awarded incentive awards. In this case, the incentive is reasonable both in relation to the size of the class, the relief received, and the duties accepted and carried out by Plaintiff. The Court approves payment of an incentive award of \$7,5000.00 (seven-thousand, five hundred dollars) to Akilah Smith only, in accordance with the terms of the Settlement Agreement.

14. Class Counsel's Fees and Class Counsel's Expenses are within the reasonable range for a case of this type based upon Missouri and federal law and they were not objected to by any Class Members. Pursuant to the relevant standard set forth in the cases and as detailed in Plaintiff's Motion, the Court approves payment of Class Counsel's Expenses in the amount of \$24,149.78 and Class Counsel's Fees in the amount of \$48,333.33 (or 33.33%), with each to be paid in accordance with the terms of the Settlement Agreement.

15. Based upon the Court's approval of the Settlement Agreement, this Action, including but not limited to all individual and class claims asserted against Defendant, is dismissed with prejudice and a final judgment is hereby entered.

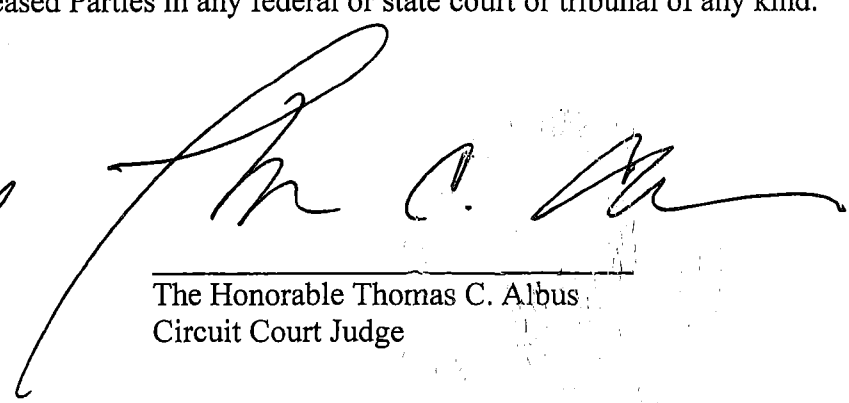
Accordingly, it is hereby **ORDERED** that Plaintiff's Motion for Final Approval of Class Action Settlement is **GRANTED**. This Action, including but not limited to the individual claims of Plaintiff and the class claims of all Settlement Class Members, is hereby **DISMISSED WITH PREJUDICE**, with each party to bear their own costs.

It is further **ORDERED** that this Court shall retain continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Plaintiff and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

It is further **ORDERED** that the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties; and the Releasing Parties shall be permanently barred and enjoined from initiating, asserting, or prosecuting any and all of the Released Claims against the Released Parties in any federal or state court or tribunal of any kind.

IT IS SO ORDERED:

11. 7. 2024
Date



The signature is a cursive, handwritten name that appears to read 'Thomas C. Albus'. It is written in black ink and is positioned above a horizontal line.

The Honorable Thomas C. Albus
Circuit Court Judge