

**NOTICE OF CLASS ACTION SETTLEMENT**

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

**IF YOU PAID A FINE, COST, AND/OR FEE TO THE CITY OF MAPLEWOOD (“DEFENDANT”) BETWEEN NOVEMBER 1, 2011 AND NOVEMBER 18, 2021 AND/OR IF YOU WERE JAILED BY THE CITY OF MAPLEWOOD FOR NON-PAYMENT OF FINES, FEES, COSTS, OR SURCHARGES BETWEEN NOVEMBER 1, 2011 AND NOVEMBER 18, 2021, A PENDING CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS**

The United States District Court for the Eastern District of Missouri has authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING AND RECEIVE PAYMENT</b>	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 Maplewood about the claims in this case.
<b>EXCLUDE YOURSELF FROM THE CLASS(ES); RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS RELATED TO THE CLASS(ES) YOU EXCLUDE YOURSELF FROM</b>  <b>DEADLINE: JANUARY 13, 2023</b>	If you ask to be excluded, you will receive no benefit from the Settlement, but you retain your right to sue on your own.
<b>OBJECT TO THE SETTLEMENT</b>  <b>DEADLINE: JANUARY 13, 2023</b>	You may object to the terms of the Settlement Agreement and have your objections heard at the April 5, 2023 Final Approval Hearing.

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

**BASIC INFORMATION**

This class action lawsuit (“Lawsuit”), known as *Webb, et al., v. City of Maplewood, Missouri.*, Civil Action No. 4:16-CV-1703-CDP, is currently pending against the City of Maplewood (“Defendant”). It alleges that Defendant violated the United States Constitution and Missouri law in its arrest procedures and demands for payment arising from cases in the Maplewood Municipal Court. Judge Catherine D. Perry of the United States District Court for the Eastern District of Missouri is overseeing this Lawsuit. The Lawsuit seeks damages and injunctive relief for each

alleged violation 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.com), contacting the Settlement Administrator at **1-888-477-1779** or by contacting class counsel at the addresses listed in Part 7 below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.moed.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO 63102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

## **1. 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 November 1, 2011 and November 18, 2021, you were a member of one or more of the following classes:

- The **Jailed Class**, which includes all persons who have been jailed by the City of Maplewood for nonpayment of fines, fees, costs, or surcharges, including warrant bonds arising from cases in the Maplewood court, and who (1) were not provided an opportunity to prove indigence prior to jailing; (2) were not considered a danger to the community by notation in Maplewood's file; and (3) were not designated as a flight risk at the time of jailing.
- The **Narrowed Paid Fines Class**, which includes all persons who paid to the City of Maplewood fines, costs, and/or fees that were assessed without an inquiry into their ability to pay, and who paid such fines, costs, and/or fees after being arrested and jailed on Maplewood municipal warrants issued for failure to pay or for failure to appear.
- The **Remaining Paid Fines Class**, which means all persons who made a payment of fines, costs, and/or fees to the City of Maplewood that were assessed without an inquiry into their ability to pay, and who paid such fines, costs, and/or fees, and such payment was not a qualifying payment for the Narrowed Paid Fines Class.

These three 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 Classes. 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 January 13, 2023.

## **2. What is a class action and who is involved?**

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Cecelia Roberts Webb, Darron Yates, Anthony Lemicy, and Frank Williams) sued on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The

plaintiffs who sued—and all the Class Members like them—are called the Plaintiffs. The city they sued (in this case, the City of Maplewood) 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.

### **3. 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 Representatives and their attorneys think the Settlement is best for everyone who is affected.

### **4. 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.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 Maplewood has agreed to create a \$3,250,000.00 Settlement Fund. The Settlement Fund will allocate \$2,518,750 for the Jailed Class, \$243,750 for the Narrowed Paid Fines Class, and \$487,500 for the Remaining Paid Fines Class. All Administrative Costs, any court-awarded attorneys’ fees and expenses to Class Counsel, and any service awards to the Class Representatives 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 approximately \$2,041,403.67, of which approximately \$1,582,087.84 will be allocated for the Jailed Class (“Jailed Class Net Settlement Fund”), \$153,105.28 will be allocated for the Narrowed Paid Fines Class (“Narrowed Paid Fines Class Net Settlement Fund”), and \$306,210.55 will be allocated for the Remaining Paid Fines Class (“Remaining Paid Fines Class Net Settlement Fund”). These funds will be distributed to the Class Members who are not excluded from the class as described below.

For each member of the Jailed Class, the Jailed Class Net Settlement Fund will be divided by the total number of hours spent in jail by all members of the Jailed Class, which yields a per-jailed-hour amount. That per-jailed-hour amount will be multiplied by the total number of hours each member of the Jailed Class was jailed by the City of Maplewood to determine the Jailed Class Member Payment for each member of the Jailed Class.

For each member of the Narrowed Paid Fines Class, the Narrowed Paid Fines Net Settlement Fund will be divided by the total dollar amount of qualifying fines, costs, and/or fees paid by all members of the Narrowed Paid Fines Class to the City of Maplewood, which yields a per-dollar-fined rate. That per-dollar-fined rate will be multiplied by the total dollar amount of qualifying fines, costs, and/or fees assessed against and paid by each member of the Narrowed Paid Fines Class to determine the Narrowed Paid Fines Class Member Payment for each member of the Narrowed Paid Fines Class.

For each member of the Remaining Paid Fines Class, the Remaining Paid Fines Net Settlement Fund will be divided by the total dollar amount of fines, costs, and/or fees (that were not qualifying payments for the Narrowed Paid Fines Class) paid by all members of the Remaining Paid Fines Class, which yields a per-dollar-fined rate. That per-dollar-fined rate will be multiplied by the total dollar amount of fines, costs, and/or fees charged to and paid by each member of the Remaining

Paid Fines Class (that were not qualifying payments for the Narrowed Paid Fines Class) to determine the Remaining Paid Fines Class Member Payment for each member of the Remaining Paid Fines Class.

The total of the Jailed Class Member Payment, Narrowed Paid Fines Class Member Payment, and/or Remaining Paid Fines Class Member Payment due to each Settlement Class Member is the total Settlement Class Member Payment.

If the Settlement is approved, the Settlement Administrator will automatically mail checks to Class Members who are not excluded from the Settlement. If there are unclaimed funds after the first distribution, the Settlement Administrator may mail a second round of checks distributing the unclaimed funds proportionately to Class Members who cashed their first check, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair, subject to the second paragraph under Question 5, below.

In addition to the Settlement Fund, as part of the Settlement, the City of Maplewood has agreed to dismiss all unpled charges for minor traffic violations issued between November 1, 2011 and November 18, 2021 and which are currently pending in the Maplewood Municipal Court, in which there is no personal injury or property damage. The City of Maplewood has also agreed that the prosecutor for the City of Maplewood will ask the Municipal Judge for the City of Maplewood to withdraw all pending Failure to Appear warrants issued between November 1, 2011 and November 18, 2021. However, the parties recognize that the Municipal Judge for the City of Maplewood is under no obligation to honor such request.

**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 \$1,083,333.33, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$7,500 each. Class Counsel will file that request, along with all supporting documents, at least 75 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.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.**

## **5. 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.com) or by calling 1-888-477-1779.**

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, those funds will be distributed on a *pro rata* basis to participating members of the Jailed Class, Narrowed Paid Fines Class, and Remaining Paid Fines Class who received and cashed Settlement Class Member Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too

small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair. Should such a second distribution be made, members of the Jailed Class, Narrowed Paid Fines Class, and/or Remaining Paid Fines Class will be mailed a second check. **If you need to update your mailing address, please do so at [www.MaplewoodClassAction.com](http://www.MaplewoodClassAction.com) or by calling 1-888-477-1779.** Any second distribution checks shall be valid for 90 days.

In the event the costs of preparing, transmitting and administering such subsequent payments to members of the Jailed Class, Narrowed Paid Fines Class, and Remaining Paid Fines Class are not feasible and practical to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair, or if such a second distribution is made and Residual Funds still remain, then, subject to the Court's approval, the remaining funds shall be distributed to Joe's Place Corporation, a nonprofit entity that offers homeless teenage boys in the Maplewood Richmond Heights School District a caring home.

#### **6. When will I get the relief?**

As described below, the Court will hold a Final Approval Hearing on April 5, 2023 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. Payments to Settlement Class Members will only be made after the time for any appeals expires. **Please be patient.**

#### **7. Do I have a lawyer in this case?**

The Court decided that Nathaniel Carroll and Blake Strode of ArchCity Defenders, Inc.; Andrea R. Gold of Tycko & Zavareei LLP; and Ryan Keane of Keane Law 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.tzlegal.com](http://www.tzlegal.com), [www.keanelawllc.com](http://www.keanelawllc.com), and [www.archcitydefenders.org](http://www.archcitydefenders.org).

#### **8. 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 \$1,083,333.33, plus litigation costs and expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$7,500 each. Class Counsel will file that request, along with all supporting documents, at least 75 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.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.

#### **9. 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.

#### **10. 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 Maplewood 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 *Webb v. City of Maplewood*. Your letter can simply say: “I hereby elect to be excluded from the Settlement Class in the *Webb v. City of Maplewood* class action.”

Be sure to include your name and address and sign the letter. Your Exclusion Request must be postmarked by **January 13, 2023**, and sent to: Maplewood Jail Class Action, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You may also get an Exclusion Request form at **[www.MaplewoodClassAction.com](http://www.MaplewoodClassAction.com)**.

**11. If I do not exclude myself, can I sue the City of Maplewood for the same thing later?**

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

**12. If I exclude myself, will I receive a payment?**

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

**13. 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.com) or by calling 1-888-477-1779.**

If you choose to stay in the Settlement, you will give up certain claims made in this Lawsuit related to your alleged unlawful jailing and/or allegedly unlawfully assessed fines, costs, and/or fees by Defendant between November 1, 2011, and November 18, 2021. 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.MaplewoodClassAction.com](http://www.MaplewoodClassAction.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 “sham warrants” and claims for injunctive relief, between November 1, 2011 and November 18, 2021, 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.

**14. 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 Maplewood Jail 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 **January 13, 2023.**

The written objection must include:

- Your name, address, and phone number;
- The case caption, *Webb, et al., v. City of Maplewood, Missouri*, Civil Action No. 4:16-CV-1703-CDP
- 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)

### **15. 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.

### **16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 9:00 a.m., on April 5, 2023, in Courtroom 3 North of the St. Louis federal courthouse, located at 111 South 10th Street, St. Louis, MO 63102. 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 Plaintiffs' service awards. 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.**

### **17. 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 *Webb, et al., v. City of Maplewood, Missouri*, Civil Action No. 4:16-CV-1703-CDP.” 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 the Jailed Class, the Narrowed Paid Fines Class, and/or the Remaining Paid Fines Class). 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 March 22, 2023.

### **GETTING MORE INFORMATION**

#### **18. Are more details available?**

Yes. This Notice is only a summary of the Settlement and the Agreement. You can visit [www.MaplewoodClassAction.com](http://www.MaplewoodClassAction.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 one of the lawyers that comprise Class Counsel by calling toll free 1-855-724-2489, or you may call the Administrator at 1-888-477-1779. You may also write to the Administrator by writing to: Maplewood Jail 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.***