

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**BRITTANY COLEMAN, *et al.*, on
behalf of themselves and all others
similarly situated,**

Plaintiffs,

v.

**THE TOWN OF BROOKSIDE,
ALABAMA, *et al.*,**

Defendants.

Case No.: 2:22-cv-00423-AMM

ORDER

The case is before the court on two motions, including (and primarily) a motion for preliminary approval of a class settlement agreement. Doc. 166. For the reasons explained below, the motion is **GRANTED**. In the light of that ruling, the other motion – a motion for sanctions for spoliation, Doc. 143, is **DENIED AS MOOT**.

I. BACKGROUND

A. Factual Allegations

This is a putative class action brought on behalf of individuals injured by the policing-for-profit actions taken by the town of Brookside, Alabama (“Brookside” or the “Town”), the defendant in this case. The facts as alleged in the operative complaint are these:

Brookside is a town of about 1,300 people located in Jefferson County, Alabama, with relatively low incidents of serious crime. *See* Doc. 32 at ¶¶ 40–42. In 2018, Brookside appointed a new police chief, Mike Jones (“Chief Jones”), and charged him with building a full-time police force. *Id.* ¶¶ 43, 46. That full-time police force “relentlessly polic[ed], ticket[ed], arrest[ed], tow[ed], prosecut[ed], and convict[ed] Brookside residents and others” to maximize the Town’s revenue, which largely “flow[ed] right back to the police department” and other Town law enforcement officials. *Id.* ¶¶ 48–49.

From 2018 to 2020, Brookside’s patrol hours increased “tenfold” “from 1,735 to 12,372 to 17,375,” and the number of traffic citations the town issued increased “eightfold.” *Id.* ¶¶ 52–53. Brookside also towed seven hundred more cars in 2020 than it towed in 2018 and arrested eleven hundred more people in 2020 than it arrested in 2018. *Id.* ¶¶ 54–55. As a result, “Brookside’s revenue from ‘fines and forfeitures’ increased from \$82,467 to \$187,445 to \$610,307” in 2018, 2019, and 2020. *Id.* ¶ 62. “In other words, from 2017 to 2020, Brookside’s annual fines and forfeitures revenue grew by nearly 1,100%.” *Id.* ¶ 66. These increases occurred despite the Town’s population remaining stable. *Id.* ¶ 57.

“Almost all of the revenue increases generated by Brookside since 2018 go to the Brookside police department,” *id.* ¶ 76, and the money that does not “go[es] to the town prosecutor, town judge, and municipal court,” *id.* ¶ 77. So Chief Jones

tasked his officers with “follow[ing] clear patterns and . . . systematic policies, practices, and customs,” *id.* ¶ 80, leading the media to comment that “[t]he law [in Brookside] was what Mike Jones said it was,” *id.* ¶ 84 (some alteration in original). Other officials in the Town “knew about, approved, and ratified Chief Jones’s” practices and heard complaints from citizens about those practices, but those officials “deliberately and consistently chose[]” to leave them in place “‘because they were so infatuated with the influx of money that they ‘had blinders on’” and decided to let [Chief] Jones run Brookside as ‘a dictatorship.’” *Id.* ¶¶ 85–91. Chief Jones and the current mayor even remarked that their new policing tactics represented “a positive story” because the Town invested in its police and the increase in revenue was the result of that investment. *Id.* ¶ 92.

“Brookside use[d] only one towing company,” Jett’s Towing (“Jett’s”), although the Town did not have a formal agreement for Jett’s services. *Id.* ¶¶ 97–100. When Jett’s towed a vehicle at Brookside’s request, Brookside imposed a \$175 “impound fee” payable only by cash, cashier’s check, or money order. *Id.* ¶¶ 103–04. On top of that, Jett’s “charge[d] its own fee of at least \$160, plus daily impound fees, to release” an impounded vehicle. *Id.* ¶ 118. “Since March 2018, Brookside’s reliance on its mandatory impound fees—which have not been and are not related to the cost of administering Brookside’s vehicle towing and impounding system—has created an incentive for its police officers to order the towing of vehicles with the

goal of maximizing revenue for Brookside.” *Id.* ¶ 120. Brookside’s towing system has pushed the Town to “tow as many cars as possible,” *id.* ¶ 121, encouraging Town officials to prioritize “revenue-generation goals” to the point that “officers regularly refuse to look at drivers’ proof-of-insurance documentation” before having a vehicle “towed for lack of insurance,” *id.* ¶ 122. Indeed, “Brookside regularly has a Jett’s Towing tow truck on standby directly next to, behind, or within a block or two of Brookside police cars in order to immediately tow vehicles.” *Id.* ¶ 126.

“In 2018, Brookside police ordered a total of 50 vehicles towed. [But i]n 2019, Brookside police ordered 508 vehicles towed. [And i]n 2020, Brookside police ordered 789 vehicles towed—an increase of over 1,400% within two years.” *Id.* ¶ 138. As a result, Brookside’s revenue significantly increased. *See id.* ¶ 139. And that revenue “has always redounded entirely to the benefit and profit of Brookside.” *Id.* ¶ 149.

Jett’s benefitted handsomely, too. *See id.* ¶¶ 140, 151–52. Each entity has “always had and continue[s] to have incentives to tow and impound as many vehicles and extract as many impound fees as they can.” *Id.* ¶ 153.

Brookside also implemented aggressive policing policies to increase its revenue. By adjudicating citations and imposing fines and fees for violations of local ordinances, “the Brookside Municipal Court reported 3,342 receipts totaling

\$722,676,” “retain[ing] \$500,494.75” from October 2020 to February 2022. *Id.* ¶ 161.

Brookside reinvested this money “almost entirely back into its police department.” *Id.* ¶ 164. The department received “\$544,077 of the \$610,307” collected “in fines and forfeitures . . . in 2020” which funded “training, conferences, computer and software purchases, vehicle maintenance and purchases, and salaries.” *Id.* ¶ 165. As the plaintiffs put it, “the [Brookside] police operate under a direct eat-what-you-kill profit-incentive system.” *Id.* So Brookside police sought “to maximize revenue through fines, fees, costs, and forfeitures” by issuing citations for a myriad of purported violations. *Id.* ¶¶ 171. Chief Jones even stated that “a 600% increase [in fines and forfeitures revenue was] a failure” and expressed that he would like to hire more officers. *Id.* ¶ 174 (cleaned up).

Brookside’s municipal court revenues grew alongside its rise in fines and fees obtained through aggressive policing. *See id.* ¶ 188. The town judge and attorney personally benefitted from this change, with their salaries increasing from \$8,800 to \$20,000, and from \$21,132 to \$72,115, respectively. *Id.* ¶¶ 188, 199. Brookside itself benefitted, too—the municipal court “transferred \$110,000” to Brookside’s general fund “between October 1, 2020 and February 2, 2022.” *Id.* ¶ 191. According to the plaintiffs, “Brookside’s dependence on municipal-court revenues has thus led, or has appeared to lead, Brookside’s municipal-court officials, namely the municipal judge

and town prosecutor, to perform official duties in a way that maximizes revenues while disregarding the public interest and constitutional rights.” *Id.* ¶ 202.

A Brookside police officer, Marcus Sellers, pulled plaintiff Brittany Coleman over on her way to her birthday breakfast. *See id.* ¶¶ 203–206. Officer Sellers told Ms. Coleman that he pulled her over because she was tailgating the vehicle driving ahead of her (driven by her boyfriend), and then he told Ms. Coleman that he smelled marijuana in her car. *See id.* ¶¶ 207–09. After telling Ms. Coleman to exit her vehicle, Officer Sellers handcuffed her and searched her vehicle, and he confiscated Ms. Coleman’s phone after she attempted to call her mother. *See id.* ¶¶ 212, 217–18. The stop lasted approximately forty-five minutes, and other Brookside officers administered several field sobriety tests. *See id.* ¶¶ 218, 221–22. Officers falsely claimed that they found marijuana after an exhaustive search, so they handcuffed Ms. Coleman and arrested her for possessing marijuana and for tailgating. *See id.* ¶¶ 226–27. But they did not take her to jail. Instead they “arrested [her] ‘on paper’” and impounded her car “even though she passed her sobriety tests and there was no indication that she could not safely drive her car away.” *Id.* ¶ 228. Jett’s quickly towed her car, and Ms. Coleman “spent the morning of her 25th birthday handcuffed, humiliated, and robbed” by the Brookside police. *See id.* ¶¶ 230, 232. She paid the \$175 fine to Brookside to release her car, and then she paid an additional \$160 to Jett’s, and she appeared in court three times in Brookside’s municipal court. *Id.* ¶¶

233–34. She also paid a \$195 fine for her “following-too-closely citation.” *Id.* ¶ 241. Brookside eventually dropped the marijuana charge against her, but conditioned the dismissal on Ms. Coleman’s “payment of at least \$382 in court costs.” *Id.* ¶ 239.

Brookside police pulled over plaintiff Brandon Jones while he, his wife, and their three young children were on the way to pick up medicine to treat Mr. Jones’s COVID-19 infection. *Id.* ¶¶ 244–45. After following Mr. Jones for some period of time, the officers located “an outstanding warrant for the owner of the car (from another jurisdiction).” *Id.* ¶¶ 246, 250. Mr. Jones produced proof of a recent insurance payment rather than a formal insurance policy card, and Officer Sellers refused to accept the proof of payment as proof of insurance. *See id.* ¶ 252. He handcuffed and detained Mr. Jones after discovering Mr. Jones’s license was suspended. *See id.* ¶¶ 253–54. Mrs. Jones, who also had an outstanding warrant, asked Officer Sellers if the couple could avoid having their car towed by having relatives (who were on the way) drive their car home. *See id.* ¶¶ 253, 263–64. Officer Sellers declined and had the car towed by Jett’s, who “arrived almost immediately.” *Id.* ¶¶ 265–66.

“While Jett’s . . . was hitching the car for towing, [Mr. Jones] tried to visually inspect the car to make sure nothing valuable was left inside, after he removed his small child’s car seat from the back. Officer Sellers put his hand on his weapon and demanded that [Mr. Jones] back away.” *Id.* ¶ 269. “The experience was traumatic

for [the Jones's] children Their 6-year-old started crying because she was afraid her father was going to jail. Their 1-year-old was crying for her parents after [Mrs. Jones] was removed from the car. Afterward, their 11-year-old son told [Mrs. Jones]: 'I'm just glad they didn't shoot my dad.'" *Id.* ¶ 270. After paying \$175 to Brookside and \$168 to Jett's, the Joneses got their car back, but Mr. Jones's citation for driving without a license remains pending in the Brookside municipal court. *See id.* ¶¶ 271–74.

Brookside police pulled over plaintiff Alexis Thomas while she was retrieving food for her grandmother's sixtieth birthday party because one of her tag lights was allegedly out. *See id.* ¶¶ 277–78. While Ms. Thomas searched for proof of insurance, which she had trouble locating because she was driving her mother's vehicle, (her mother is plaintiff Chekeithia Grant), a Brookside officer "immediately claimed to smell marijuana, forced [Ms. Thomas] out of the car, grabbed [her] phone out of her hand, slammed it on the seat, and handcuffed her." *Id.* ¶¶ 277, 281.

"Both officers began vigorously searching" Ms. Grant's car, and she arrived on the scene during their search. *Id.* ¶¶ 284–85. The officers demanded her identification, which was in her purse (located in the car), so an officer retrieved it and searched it. *Id.* ¶¶ 286–89. The officer found Ms. Grant's identification, but he also found "a small prescription bottle with what the officer maintained was a small

amount of marijuana,” *id.* ¶ 289, so the officer arrested Ms. Grant and impounded both her car and the one that she drove to the scene, *id.* ¶¶ 290–91.

Brookside police placed Ms. Grant and Ms. Thomas in different cells at the jail and subjected them to “invasive strip and cavity searches,” after which the “officers took their bras.” *Id.* ¶¶ 295–96. Ms. Grant was placed in a cell with a man, which she protested to the point that officers “threatened to charge her with attempted escape” before “finally reunit[ing] her with” Ms. Thomas. *Id.* ¶¶ 297–98.

Ultimately, Ms. Grant and Ms. Thomas’s relatives bailed them out by paying \$845, and the pair paid \$650 to recover their vehicles from Jett’s. *Id.* ¶¶ 300, 304. Brookside charged them “with several stacked violations each, including possession of marijuana, possession of drug paraphernalia . . . , obstruction of government operations . . . , and resisting arrest.” *Id.* ¶ 303. “[B]oth women were forced to attend several court dates and were ultimately tried and convicted in Brookside Municipal Court. Each had thousands of dollars in fines, fees, and costs imposed on them.” *Id.* ¶ 307. After two years, and after each woman paid bonds to appeal, Brookside dismissed their charges. *See id.* ¶¶ 308–09.

After public revelations about Brookside’s conduct, the Jefferson County Circuit Court dismissed many municipal convictions on appeal, the Jefferson County district attorney sought the dismissal of ninety-six felony drug cases, and Chief Jones resigned. *Id.* ¶¶ 313–17. But “Brookside’s profit-driven policies, practices, and

customs have not been abolished.” *Id.* ¶ 317. The town prosecutor “continues to prosecute all pending and new cases,” *id.* ¶ 325, and “[t]he new judge assigned to hear the pending cases . . . has not issued blanket dismissals or indicated a change in town or municipal court policy,” *id.* ¶ 326. In fact, “the millions of dollars in fines, fees, and forfeiture revenues Brookside has already generated for its police, prosecutor, and municipal court remain in the hands of the city council, police, prosecutor, and municipal court to do with as they please.” *Id.* ¶ 322. And the plaintiffs allege that the new judge and prosecutor have instituted a scheme to convince accused individuals in Brookside to plead guilty to a single charge and pay lesser fines if they waive their “right to sue Brookside or any of its departments of officials.” *Id.* ¶¶ 328–30.

B. Class Allegations

Ms. Coleman, Mr. Jones, Ms. Thomas, and Ms. Grant filed this lawsuit “on behalf of themselves and on behalf of others similarly situated under Federal Rule of Civil Procedure 23.” *Id.* ¶ 334. Their complaint contemplates two classes and one sub-class: the Towing Class, the Vehicle Retention Sub-Class, and the Charging Class. *Id.* ¶ 335.

1. The Towing Class

The Towing Class, in the complaint, is defined as “[a]ll persons who, since March 1, 2018, have paid fees to either the Town of Brookside or Jett’s Towing (or

both) to secure the release of a vehicle towed on the orders of the Brookside Police Department following a traffic stop.” *Id.* ¶ 336. The plaintiffs allege that this class includes more than 1,200 individuals, all of whom share common questions of law or fact about whether Brookside’s actions violated their rights. *See id.* ¶¶ 338–39. They further allege that the claims of Ms. Coleman, Mr. Jones, Ms. Thomas, and Ms. Grant are typical of the other class members because they experienced injuries similar to the class as a whole, as defined, and they allege that they can adequately represent the class for that same reason. *Id.* ¶¶ 340–41. And the plaintiffs allege that their lawyers, the Institute for Justice and William Dawson, can ably represent them because of counsel’s extensive experience litigating constitutional public interest issues. *Id.* ¶ 341(b)–(c). They finally allege that they satisfy the requirements of both Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure. *Id.* ¶ 342.

The Towing Class brings a claim under 42 U.S.C. § 1983 against Brookside and Jett’s. *Id.* ¶¶ 357–73. It alleges that Brookside “has a duty to enforce the law in service of the public interest, not in service of their or the Town’s financial self-interests, whether personal or institutional,” and that, in violation of the Due Process Clause, Brookside instead enforced the law for its own financial benefit, “without regard for the public interest or individuals’ constitutional rights.” *Id.* ¶¶ 362, 364–67. The Towing Class alleges that Jett’s “knowing[ly] and active[ly] participa[ted]” in Brookside’s scheme, “stand[ing] at the ready near police cars to tow vehicles” and

“refus[ing] to release them until Brookside collect[ed] its own predatory fees.” *Id.* ¶ 368. These actions injured the Towing Class, it alleges, because its members paid fees to secure the release of vehicles towed under a system meant to enrich Brookside and Jett’s. *See id.* ¶¶ 370–72. This class seeks “declaratory and injunctive relief, including disgorgement, with interest, of the fees paid to Brookside and to Jett’s . . . to secure the release of towed and impounded vehicles, and cancelation of any pending or outstanding fees,” *id.* ¶ 372, and it seeks “an injunction barring Brookside’s and Jett’s . . . systemic policy, practice, and custom of seizing and towing vehicles to maximize or increase their revenues from tow-related fees, or creating an incentive to do so,” *id.*

2. The Vehicle Retention Sub-Class

The complaint defines the Vehicle Retention Sub-Class as “[a]ll persons who, since June 17, 2020, have paid fees to the Town of Brookside to secure the release of a vehicle towed on the orders of the Brookside Police Department following a traffic stop.” *Id.* ¶ 343. The plaintiffs allege this sub-class contains “hundreds of persons” whose cars have been towed and impounded by Brookside, and that those persons share common question with Mr. Jones as to whether Brookside’s policies created an incentive for the town to tow and impound as many vehicles as possible. *Id.* ¶¶ 345–46. They further allege that Mr. Jones’s claims are typical of this sub-class, that he can adequately represent their interests, and that the Institute for Justice

and William Dawson can likewise ably represent this sub-class. *Id.* ¶¶ 347–48. And they finally allege that this sub-class satisfies the requirements of both Rules 23(b)(2) and 23(b)(3). *Id.* ¶ 349.

Mr. Jones, on behalf of the Vehicle Retention Sub-Class, brings a claim under Section 1983 for the “[r]etention of [v]ehicles on [the] [c]ondition of [p]ayment of [a] [m]andatory [i]mpound [f]ee,” alleging that “Brookside’s mandatory impound fee has never been related to the cost of administering” its “towing and impounding system.” *Id.* ¶¶ 402–16. Instead, he alleges the “fee has always redounded entirely to the benefit and profit of Brookside,” *id.* ¶ 408, which violates the Due Process Clause because the fee is “unrelated” to the government action it is supposedly imposed for, *id.* ¶ 412.

The sub-class seeks “declaratory and injunctive relief, including disgorgement, with interest, of the fees paid to Brookside to secure the release of towed and impounded vehicles, and cancelation of any pending or outstanding fees.” *Id.* ¶ 415. And it seeks “an injunction barring Brookside’s unconstitutional policy, practice, and custom of conditioning the release of impounded vehicles on the payment to Brookside of a mandatory impound fee that is unrelated to the cost of the administration of Brookside’s vehicle towing and impounding system.” *Id.* ¶ 416.

3. The Charging Class

Finally, the Charging Class is defined in the complaint as “[a]ll persons who have been charged with offenses in Brookside Municipal Court following traffic stops by the Brookside Police Department since March 1, 2018.” *Id.* ¶ 350. The plaintiffs allege this class contains “hundreds, and potentially thousands,” of individuals, and that they each share common questions of law or fact regarding whether Brookside’s policies were implemented to maximize the town’s revenue and whether those policies are lawful. *Id.* ¶¶ 352–53. The plaintiffs allege that their injuries are typical of their proposed class, that they can adequately represent the interests of the class, and that the Institute for Justice and William Dawson can ably represent the class. *Id.* ¶ 355. They also allege that this sub-class satisfies the requirements of both Rules 23(b)(2) and 23(b)(3), and that Brookside’s liability on this issue could be suitable for adjudication under Rule 23(c)(4). *Id.* ¶ 356.

The Charging Class brings two claims under Section 1983 for “[b]iased [l]aw [e]nforcement and [p]rosecution” and “[b]iased [a]djudication” in violation of the Due Process Clause of the Fourteenth Amendment. *Id.* ¶¶ 374–401. In its enforcement and prosecution claim, the Charging Class alleges that “Brookside’s policing policies, practices, and customs,” *id.* ¶ 375, were not implemented “in service of the public interest” but instead in service of “the Town’s financial self-interests,” *id.* ¶ 378. It alleges that “Brookside’s police department and town attorney have massive financial interests in the municipal-court cases that their officials

charge and prosecute” and that the Town “is dependent on obtaining fines, fees, and forfeiture revenues from the people that the Town’s officials charge and prosecute.” *Id.* ¶ 380. As a result, Brookside polices “to maximize or increase revenue, and without regard for the public interest or individuals’ constitutional rights.” *Id.* ¶ 382. Indeed, the class alleges that “law-enforcement and prosecutorial officials have a financial incentive to charge, convict, and fine defendants,” which violates the Due Process Clause. *Id.* ¶ 384.

Under this claim, the Charging Class seeks “declaratory relief on the issue-certified question whether Brookside has or did have a policy, practice, or custom of enforcing municipal violations in a manner and pursuant to incentives that violate the Fourteenth Amendment’s Due Process Clause.” *Id.* ¶ 386. And the Charging Class seeks “damages for injuries caused by Brookside’s policy, practice, or custom of enforcing municipal violations in a manner and pursuant to incentives that violate the Fourteenth Amendment’s Due Process Clause.” *Id.* Separately, the Charging Class seeks “an injunction barring Brookside’s municipal policy, practice, or custom of enforcing municipal violations in a manner that incentivizes or prioritizes the maximizing or increasing of revenue.” *Id.* ¶ 387.

In its biased adjudication claim, the Charging Class alleges that Brookside operates “its municipal court system in ways that are designed and implemented, or appear to be designed and implemented, to generate and maximize revenue and

profit for The Town of Brookside.” *Id.* ¶ 391. It alleges that “Brookside’s reliance on its municipal code to raise revenue has created an institutional incentive, or the appearance of an incentive, for the Town to charge, convict, and fine defendants, regardless of the nature of an individual’s offense and without regard for the public interest or individuals’ constitutional rights.” *Id.* ¶ 393. It also alleges that “Brookside’s institutional reliance on revenue from fines, fees, and forfeitures has created a conflict between the Town’s pecuniary interest and its municipal-court personnel’s obligations to be, and appear to be, disinterested and serving only the interests of justice.” *Id.* ¶ 394.

This class seeks “declaratory relief on the issue-certified question whether Brookside has or did have a policy, practice, or custom of enforcing municipal violations in a manner and pursuant to incentives that violate the Fourteenth Amendment’s Due Process Clause” and “damages for injuries caused by Brookside’s policy, practice, or custom of enforcing municipal violations in a manner and pursuant to incentives that violate the Fourteenth Amendment’s Due Process Clause.” *Id.* ¶ 400. Separately, they seek “an injunction barring Brookside’s municipal policy, practice, or custom of enforcing municipal violations in a manner that appears to or does incentivize or prioritize maximizing or increasing Brookside’s revenue.” *Id.* ¶ 401.

4. Ms. Coleman’s Section 1983 Claim

Ms. Coleman brings a stand-alone Section 1983 claim against Officer Sellers, Officer Maresha Moses, and Officer Anthony Ragsdale. *Id.* ¶¶ 417–438. She alleges that these officers violated her Fourth Amendment rights by handcuffing her and towing her car without a “legitimate justification” for forty-five minutes. *See id.* ¶¶ 424–28, 431–37. She seeks damages for the officer’s actions. *Id.* ¶ 438; *see also id.* at 72.

C. Procedural History

This case is now before the court after significant motions practice. Brookside and Jett’s each moved to dismiss, and the officer defendants moved for summary judgment. Docs. 39, 43, 52. The Honorable R. David Proctor denied the officers’ motion. Docs. 66, 67. The case was reassigned to this court, which denied Brookside’s and Jett’s motions to dismiss. Docs. 70, 80. Ms. Coleman also moved for summary judgment on her Section 1983 claim, which motion the court likewise denied. Docs. 96, 120.

At the request of the parties, the court referred this case to mediation with a United States Magistrate Judge. Doc. 139. After a “dozen” mediation sessions and “years of hard-fought [federal] litigation” and parallel litigation on the Town’s insurance coverage in state court, *see* Doc. 168 at 25, the plaintiffs have moved (without any opposition from the defendants) for certification of a settlement class and preliminary approval of a class settlement agreement. Doc. 166 at 8. The parties

executed preliminary settlement documents (the “Settlement Agreement”) on February 6, 2026. Doc. 165-3 at 55. “[T]he settlement provides meaningful monetary relief, substantial systemic change, and certainty for the classes.” Doc. 166 at 8.

D. The Settlement Agreement

The plaintiffs urge the court to certify two subclasses, the Towing Class and the Charging Class, and represent that the “Vehicle Retention Sub-Class has been subsumed within the Towing Class.” *Id.* at 15. Brookside has agreed to pay \$1,500,000, divided amongst these classes, and up to \$155,000 in claims administration costs “(with the parties already having secured from the administrator a not-to-exceed quote of \$133,500).” *Id.* at 16.

Brookside will pay all \$1,500,000 to class members because the plaintiffs’ attorneys have agreed to forego any fees “related to pre-Settlement litigation of this case, obtaining Settlement approval, litigating Settlement objections or Settlement objection appeals, administering the Settlement, or monitoring compliance with the Settlement.” *Id.*; Doc. 165-3 ¶ 57. And Brookside has agreed to substantial injunctive relief, detailed more fully below. *See* Doc. 166 at 17–19.

1. The Settlement Towing Class

In the Settlement Agreement, the “Towing Class is . . . ‘[a]ll persons who, from March 1, 2018 to August 1, 2022, have paid fees to either the Town of

Brookside, Jett's Towing, Rich's Towing, or any other towing company or service (including any combination thereof) to secure the release of a vehicle towed on the orders of the Brookside Police Department following a traffic stop. Excluded from the class are: (1) all persons who have released claims against Brookside in [other listed cases]; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in [the settlement agreement].” *Id.* at 15–16 (quoting Doc. 165-3 ¶ 33). “Brookside agrees to certification of the Towing Class for the limited purpose of effectuating the settlement.” Doc. 165-3 ¶ 35.

Of the \$1,500,000 Brookside has allocated to settle the claims in this case, \$1,000,000 will go to the Towing Class. Doc. 166 at 16. Additionally, Brookside will “cancel any outstanding towing-fee debts,” and it “has agreed to permanently repeal the portions of its towing ordinances requiring the payment of any money to recover a car towed by Brookside or on the orders of Brookside.” *Id.* at 17. Members of the towing class will receive a pro-rata distribution of the \$1,000,000 settlement fund based on the number of “Verified Towing Incidents” submitted to the claims administrator. Doc. 165-3 ¶¶ 84(e), 87, 89.

The Settlement Agreement also obligates Brookside to give this statement to Towing Class members:

In 2018, the Town of Brookside’s police department implemented an aggressive style of policing that prioritized generating revenue for the department’s expansion. That decision led to a significant increase in

traffic stops, vehicle tows, and citations, as well as a significant increase in the revenue collected from those stops. The Town recognizes the policy of aggressive policing likely interfered with the Town’s obligation to administer justice equally under law. The policy also undermined the public’s trust in the justice system and raised serious constitutional concerns under the Due Process Clause of the Fourteenth Amendment. The Town has discontinued the policy of aggressive policing. The Town’s leadership – including the Town Council, Mayor, Chief of Police, and Prosecutor – apologize to the community and every person affected by the aggressive policing practice for the way it affected their faith and confidence in the judicial system. We look forward to earning your trust and confidence.

Doc. 165-3 ¶ 43.

2. The Settlement Charging Class

“The Charging Class is ‘[a]ll persons who, from March 1, 2018 to August 1, 2022, have been charged with an offense in the Brookside Municipal Court following a traffic stop by the Brookside Police Department. Excluded from the class are: (1) all persons who have released claims against Brookside in [other listed cases]; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in [the settlement agreement].” Doc. 166 at 16 (quoting Doc. 165-3 ¶ 36). “Brookside agrees to certification of the Charging Class for the limited purpose of effectuating the Settlement.” Doc. 165-3 ¶ 38.

Under the Settlement Agreement, Charging Class members will receive pro-rata shares \$500,000 of the settlement fund. Doc. 166 at 16; Doc. 165-3 ¶¶ 40,

84(f)(i)–(ii), 87–88. Brookside will “cancel class members’ still-outstanding fines, fees, and costs arising from Brookside municipal-court charges[,] . . . drop class members’ ongoing prosecutions[,] and . . . facilitate class members’ pardons and expungements arising from municipal-court charges.” Doc. 166 at 18 (citing Doc. 165-3 ¶¶ 44–47).

The Town has also “agreed to keep 0% of fines and fees revenue for the next 5 years; no more than 1% for the 10 years following; and no more than 2.5% for the 15 years following that.” *Id.* “That’s a *30-year obligation* for Brookside to sever its policing and code-enforcement from its revenue generation.” *Id.* Further, Brookside will stop patrolling Interstate 22 for ten years, “where much of its towing and ticketing occurred during the class period.” *Id.* (citing Doc. 165-3 ¶ 53).

In municipal court, Brookside will “provide notices of rights to all . . . defendants going forward, and [it will] seek failure-to-appear warrants only after at least two consecutive, unexplained missed court appearances.” *Id.* (citing Doc. 165-3 ¶¶ 49–50. It will not seek “the imposition of any court costs or fees on defendants,” nor will it “increase the compensation of its municipal judge or prosecutor for 10 years, except to track inflation.” *Id.* (citing Doc. 165-3 ¶¶ 51, 52).

Lastly, Brookside will “implement a variety of public transparency measures, including making its town ordinances, town council meetings, and law-enforcement

related contracts available online.” *Id.* (citing Doc. 165-3 ¶ 54). And it will issue this statement to members of the Charging Class:

In 2018, the Town of Brookside’s police department implemented an aggressive style of policing that prioritized generating revenue for the department’s expansion. That decision led to a significant increase in traffic stops, vehicle tows, and citations, as well as a significant increase in the revenue collected from those stops. The Town recognizes the policy of aggressive policing likely interfered with the Town’s obligation to administer justice equally under law. The policy also undermined the public’s trust in the justice system and raised serious constitutional concerns under the Due Process Clause of the Fourteenth Amendment. The Town has discontinued the policy of aggressive policing. The Town’s leadership – including the Town Council, Mayor, Chief of Police, and the Prosecutor – apologize to the community and every person affected by the aggressive policing practice for the way it affected their faith and confidence in the judicial system. We look forward to earning your trust and confidence.

Doc. 165-3 ¶ 44.

3. The Claims Administration Process

The parties selected Angeion Group LLC (“Angeion”) as the claims administrator. *Id.* ¶ 60. With the supervision of counsel and the court, Angeion will ensure that the Settlement is carried out “in a rational, responsive, cost effective, and timely manner.” *Id.* ¶ 62. Angeion will further “maintain reasonably detailed records of its activities performed to administer the Settlement.” *Id.* ¶ 63. Angeion was

required to provide notice of this settlement to the United States Attorney General and the appropriate state official by February 16, 2026. *Id.* ¶ 72.

To notify “all known potential members” of each class, Angeion will “use the towing, charging, and payment records provided by the Parties’ counsel to create spreadsheets” that include “mailing addresses and email addresses (if available)” within forty-two days of preliminary settlement approval. *Id.* ¶¶ 73, 74. Brookside must “use all reasonable efforts to assist and facilitate [Angeion’s] development of the spreadsheets.” *Id.* ¶ 73(b). Seventy-five days after preliminary approval, Angeion will send a notice and a claim form to identified class members, establish a call center, and publish a notice on AL.com along with a targeted digital ad push. *Id.* ¶¶ 75–77. Angeion will also establish a website that displays the class notice, claim form, settlement, complaint, and the court’s order on the motions to dismiss, Doc. 80. Doc. 165-3 ¶ 78. “The website shall allow for the submission of the Claim Form for one or both Classes,” list the number for the call center, and allow interested parties to submit questions about the settlement or request certain settlement documents. *Id.*

The proposed notice advises the recipient that they may be entitled to payment from the settlement, and clearly states that the recipient “**must take action . . . to receive payment.**” *Id.* at 57. It lists the website and call center information in bold and italics, contains a summary of the lawsuit, explains the settlement and the

proposed classes, details class member compensation (and estimates each class member's individual compensation), explains a class member's options (including the opportunity to file objections), and class counsel. *See id.* at 57–62.

“One Claim Form may be submitted per person.” *Id.* ¶ 80. A completed claim form must contain “the claimant’s first name and last name,” *id.* ¶ 84(a); “the claimant’s date of birth,” *id.* ¶ 84(b); either a valid mailing address, valid telephone number, or valid email address, *id.* ¶ 84(c); and an indication as to which class the claimant is a member of, *id.* ¶ 84(d). Claim forms are due “no later than 120 days after [Angeion] sends the initial class notices,” *id.* ¶ 82, “subject to a single, one-time grace period,” the “42-day period between the expiration of the 120-day deadline for submitting a Claim Form and [Angeion]’s creation of the final spreadsheets of valid and invalid claimants,” *id.* ¶ 82(a). “Claims Forms received during the first 30 days of that 42-day period may be accepted as valid . . .” *Id.*

“For a Towing Class claimant,” the form must contain the following information: how many times the claimant paid to release their vehicle after it was towed following a traffic stop, the month and year of that occurrence, the make and model of the vehicle towed, the driver of the vehicle, the owner of the vehicle, who the claimant paid, whether anyone else paid on the claimant’s behalf, and whether the claim is on behalf of a deceased individual (in which case, the claimant must

identify the deceased individual). *See id.* ¶ 84(e); *see also id.* at 64–65. The claimant must additionally attest to the claim’s validity. *See id.* ¶ 84(g); *see also id.* at 65.

“For a Charging Class claimant,” the claim form must contain this information: the month and year Brookside charged the claimant with a municipal court offense, and whether the claim is on behalf of a deceased individual (in which case, the claimant must identify the deceased individual). *See id.* ¶ 84(f); *see also id.* at 64–65. The claimant must additionally attest to the claim’s validity. *See id.* ¶ 84(g); *see also id.* at 65.

Angeion “will make an initial determination as to the validity or invalidity of a claim based on those requirements and parameters.” *Id.* ¶ 85. “Each Verified Towing Incident” entitles a Towing Class claimant to one pro-rata share of the Towing Class settlement fund. *Id.* ¶ 89. And “[f]or the Charging Class, the pro-rata share distribution shall be a simple matter of the Charging Class Fund divided by the number of bona fide claimants.” *Id.* ¶ 88.

The parties have agreed to a system for compensating class members who split fees to release towed vehicles. *See id.* ¶ 90. “If the Claims Administrator requires additional information from records or documents within Brookside’s possession, custody, or control in order to determine whether a claim is valid, Brookside shall provide such records or documents and shall use all reasonable efforts to assist and

facilitate the Claims Administrator’s determination of whether a claim is valid.” *Id.* ¶ 91.

After Angeion prepares a final spreadsheet of valid and invalid claims, the parties have a forty-two-day period to review the spreadsheet and confer about the validity or invalidity of claims. *See id.* ¶¶ 95–97. If the parties cannot agree about the validity or invalidity of certain claims, “they shall submit their assessments in writing to [Angeion] for a final determination.” *Id.* ¶ 96.

“At least 14 days before the [c]ourt’s final approval hearing, the Parties will move for the [c]ourt to enter a Final Approval Order.” *Id.* ¶ 110. When the settlement becomes effective, as defined by the agreement, Brookside will deposit “\$1.5 million, less any sums paid to” Angeion, into an escrow account administered by Angeion. *Id.* ¶ 112. Within thirty days of the settlement effective date, Angeion will send “checks by first-class mail to all valid claimants on a pro-rata basis, pursuant to the final spreadsheets” contemplated by the agreement. *Id.* ¶ 113. “For all such mailings that come back as undeliverable, [Angeion] shall re-send the checks to any potentially updated addresses within 14 days of such return.” *Id.*

“All checks issued to settlement class members . . . will expire and become void 90 days after they are issued. Class members who . . . do not cash an initial check” may ask for a reissued check but such requests “must be made within 150 days of the date on the initial check.” *Id.* ¶ 114. “If any checks remain uncashed

another 90 days after the end of the period for making secondary requests . . . , those checks’ funds shall be considered unclaimed funds.” *Id.* ¶ 115. Angeion will donate those “unclaimed funds to a nonprofit and/or community-based public service organization located in and/or providing services to Birmingham-area communities, selected in writing by Class Counsel.” *Id.* ¶ 116.

4. Class Members’ Opportunity to Opt Out or Object

“The Claim Form provides an option for potential Class members to request exclusion from one or both Classes” by mail, but not by using the settlement website. *Id.* ¶ 98. “[A]n exclusion request must be mailed to [Angeion] at the exclusions address listed on the Claim Form, and it must be received by [Angeion] no later than 120 days after [Angeion] sends the initial Class Notices. An exclusion request received after the 120 day deadline shall be deemed invalid.” *Id.* ¶ 99. A valid exclusion request must contain “the person’s first name and last name,” “the person’s date of birth,” either a “valid mailing address, . . . valid telephone number . . . , or a valid email address,” and which class the exclusion request applies to. *Id.* ¶ 100(a)–100(d).

Towing Class exclusion requests must list when Brookside towed the subject vehicle, the make and model of the vehicle, the driver of the vehicle, the owner of the vehicle, who the owner or driver paid to secure the release of the vehicle, whether anyone else paid to secure the release of the vehicle, and if the exclusion request is

made on behalf of a deceased individual (in which case, the request must supply that person's first and last name). *Id.* ¶ 100(e).

Charging Class exclusion requests must list when Brookside charged the person with “an offense in the Brookside Municipal Court following a traffic stop by the Brookside Police Department,” *id.* ¶ 100(f)(i), and if the exclusion request is made on behalf of a deceased individual (in which case, the request must supply that person's first and last name), *id.* ¶ 100(f)(ii). Every person submitting an exclusion request must certify its truthfulness under penalty of perjury. *Id.* ¶ 100(g).

Angeion will make an initial determination as to whether an exclusion request is proper, and excluded persons will not: “(1) be bound by any orders of the Court concerning the Settlement; (ii) be entitled to relief under the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.” *Id.* ¶¶ 101–02. Counsel will review Angeion's exclusion determinations and confer about any disagreements. *See id.* ¶ 103. If counsel cannot agree after conferring, “they shall submit their assessments in writing to [Angeion] for a final determination.” *Id.* “If more than 25 individuals whom the Parties' counsel are able to identify as a bona fide potential member of one or both Classes submit valid . . . exclusion requests, Brookside shall have the option to terminate the Settlement.” *Id.* ¶ 104. “[A]n individual who excludes themselves from both the Towing Class and the Charging Class counts as one exclusion.” *Id.*

Members of either class may object to the settlement. *See id.* ¶ 105. “An objection must be filed with the Clerk of Court and served by mail or by email on Class Counsel and Brookside’s counsel no later than 120 days after [Angeion] sends the initial Class Notices.” *Id.* ¶ 106. Objections must include the objector’s information and all grounds for their objection, and their legal counsel’s information, if applicable. *See id.* ¶ 107. “No person who fails to file a valid objection within 120 days after [Angeion] sends the initial Class Notices may later object to the Settlement or any portion of the Settlement.” *Id.* ¶ 109.

E. The *Wattson & Thomas* Cases

This case has proceeded alongside two other putative class actions before the court. *See Wattson, et al. v. Brookside, et al.*, Case No. 2:21-cv-00649; *Thomas, et al. v. Brookside, et al.*, Case No. 2:22-cv-00153. A separate group of plaintiffs filed the *Wattson* case in May 2021, and yet another group filed the *Thomas* case in February 2022. After the court dismissed many of these plaintiffs’ claims, it consolidated the cases because the plaintiffs’ parallel complaints were “materially identical.” *Wattson* Doc. 40 at 5; *see also Wattson*, Docs. 12, 26.

In their operative consolidated class action complaint, plaintiffs Sean Wattson, Brittany Todd, Zackary Harris, Angela Crawford, Daniel Kilgore, Sean Jones, and Darren LeCroy (the “*Wattson/Thomas*” plaintiffs) bring claims on behalf of themselves, and others similarly situated, against Brookside. *See generally*

Wattson Doc. 41. Mr. Wattson alleges that he lent his car to a friend in January 2021, who Brookside police pulled over, detained, and charged with “several drug crimes.” *Id.* ¶¶ 20–23. He alleges that Jett’s towed his car and retained it for nearly nine months, and it was in disrepair when he retrieved it. *See id.* ¶ 30. Ms. Todd, Mr. Harris, Ms. Crawford, Mr. Kilgore, Mr. Jones, and Mr. LeCroy all allege that they suffered similar injustices after interactions with the Brookside police. *See id.* ¶¶ 36–77.

They define two classes, one consisting of persons who had who paid fees to Brookside and Jett’s after traffic stops, and one consisting of persons whose cars Jett’s towed “at the request of Jett’s.” *Id.* ¶ 78. These classes bring a claim under Section 1983 for deprivation of their Eighth Amendment Rights and a claim under the Racketeering Influenced and Corrupt Organizations Act. *See id.* ¶¶ 86–114.

Those cases were included in the mediation with Judge Cornelius, and those plaintiffs filed a “statement” in response to the preliminary Settlement Agreement in *Coleman*. *See Wattson* Doc. 90. They also seek a stay or consolidation with *Coleman*, or dismissal of *Coleman*. *See Wattson* Docs. 88, 93.

The *Wattson/Thomas* plaintiffs say that “settled law” (such as a Florida district court opinion, *In re Checking Account Overdraft Litigation*, 859 F. Supp. 2d 1313, 1325 (S.D. Fla. 2012)) compels the court to decide whether their case, as the first-filed case, should proceed. *See* Doc. 90 at 2. Separately, the *Wattson/Thomas*

plaintiffs impugn the proposed settlement in *Coleman* as seeking too little in proceeds based on Brookside's available insurance coverage. *See id.* at 4–5. They say the Settlement Agreement “[w]as [c]onsummated in [a]pparent [a]greement with Brookside’s [i]nsurance [c]arrier[’]s” assessment of available coverage. *Id.* at 4. “Without more clarity” on the issue of the amount of available insurance coverage, those plaintiffs argue that “it is impossible to determine whether the settlement reached is a fair and reasonable compromise, given the resources available to the Town.” *Id.* at 5.

After the court’s preliminary fairness hearing, these plaintiffs filed a supplement that reiterates their belief that the court must rule on their motion to stay, consolidate, or dismiss based on *In re Checking* and other non-binding authority. *See Wattson* Doc. 93 at 1–3.

The *Coleman* plaintiffs respond that “[t]he first-to-file doctrine carries little, if any, weight here.” Doc. 169 at 2 (emphasis omitted). They argue that “it make[s] no] sense” for the *Wattson/Thomas* plaintiffs “to first raise the doctrine nearly four years into litigation” “in service of trying to derail a classwide settlement.” *Id.* at 6. The *Coleman* plaintiffs contend that “derail[ing the] proposed settlement” would “cut decisively against” “principles of sound judicial administration” and, by extension, the policy that underlies the first-filed rule. *Id.* at 8 (cleaned up). In other words, the *Coleman* plaintiffs argue that “the tail shouldn’t wag the dog.” *Id.* at 9.

F. The Preliminary Hearing

The court convened a preliminary fairness hearing on March 4, 2026, to discuss the proposed settlement. *See generally* Doc. 168. Counsel for the *Coleman* plaintiffs discussed this motion and answered the court’s questions. *See id.* at 4–21. Specifically, the court questioned whether those plaintiffs sought class certification under Federal Rule of Civil Procedure 23(b)(2) or 23(b)(3), *id.* at 6, and inquired about the *Wattson/Thomas* plaintiffs’ statements, *id.* at 7–21.

As to the first question, the *Coleman* plaintiffs answered that they sought relief under “[b]oth” Rule 23(b)(2) and Rule 23(b)(3) to “bulletproof the thing” because their proposed classes “meet the standards for both.” *Id.* at 6.

And as to the second set of questions, *Coleman* counsel argued that first-filed considerations are salient in this case because “both of the cases are before the same judge,” and the first-filed doctrine is “really a who decides doctrine.” *Id.* at 8.

The court asked counsel for the *Coleman* plaintiffs whether they are “aware of any authority, binding or persuasive or otherwise, to the effect that it would be reversible error for [the court] to preliminarily approve the settlement along the lines that is jointly proposed in *Coleman* in the light of any of the concerns that have been raised in *Wattson* and *Thomas*?” *Id.* at 18 (emphasis added). And counsel answered: “Your Honor, not only am I not aware of any cases that are [or] would be likely to

result in reversal under [the applicable standard], I have cases for the [c]ourt that bless settlements in essentially these circumstances.” *Id.*

Further, the court asked defense counsel, “Is defense counsel aware of any case suggesting that it is reversible error for me to preliminarily approve the settlement without allowing . . . the coverage question to be litigated?” *Id.* at 21. Counsel for Brookside answered similarly: “[The first-filed rule] is certainly something that all parties to this settlement agreement—the proposed settlement agreement—considered, contemplated, and looked into and researched. And I am not aware, having participated, . . . I did not find anything that I believe would cause this to be reversible error.” *Id.* at 22.

And in the view of counsel for the *Coleman* plaintiffs, the proposed settlement reflects a reasonable compromise of many issues the *Wattson/Thomas* plaintiffs raise, including the insurance coverage question, because the *Wattson/Thomas* plaintiffs have no guarantee of securing a more favorable settlement for their class, and the range of relief available to class members in the *Coleman* settlement provides sufficient monetary relief to the class and extremely valuable injunctive relief. *See id.* at 12–15. The settlement was secured despite, of course, the *Coleman* plaintiffs having no guarantee of success on the merits. *See id.*

The court also heard from counsel for the *Wattson/Thomas* plaintiffs, who argued that the first-filed rule should apply in this case and preclude approval of the

Coleman settlement. *See id.* at 22–27. The court asked, “What is the precise violation of the first-filed rule? I mean, you have the first-filed court deciding the issue.” *Id.* at 28. Counsel responded “The precise violation is—and I think I have cited it in the papers—is that when the case—when the—when the first-filed case is filed and the [c]ourt is to dismiss, stay, or consolidate—that’s the title of our motion, the second-filed case with it, that hasn’t been—that hasn’t been done in this case.” *Id.* Counsel for the *Wattson/Thomas* plaintiffs did not point the court to any Eleventh Circuit caselaw to support this position.

After rebuttal from the *Coleman* plaintiffs’ counsel and a brief reply from *Wattson/Thomas* counsel, the court adjourned the hearing and took the motion under advisement. *See id.* at 36–42.

II. LEGAL STANDARD

Rule 23(e) controls the process for settling class actions. It provides, in relevant part:

(e) Settlement, Voluntary Dismissal, or Compromise. The claims, issues, or defenses of a certified class—or a class proposed to be certified for purposes of settlement—may be settled, voluntarily dismissed, or compromised only with the court’s approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

(1) Notice to the Class.

(A) Information That Parties Must Provide to the Court. The parties must provide the court with

information sufficient to enable it to determine whether to give notice of the proposal to the class.

(B) *Grounds for a Decision to Give Notice.* The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties' showing that the court will likely be able to:

- (i) approve the proposal under Rule 23(e)(2); and
- (ii) certify the class for purposes of judgment on the proposal.

(2) *Approval of the Proposal.* If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

- (i) the costs, risks, and delay of trial and appeal;
- (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

(3) *Identifying Agreements.* The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.

...

(5) *Class-Member Objections.*

(A) *In General.* Any class member may object to the proposal if it requires court approval under this subdivision (e). The objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection.

...

Fed. R. Civ. P. 23.

A. Fairness

A court must determine if a settlement is “fair, reasonable, and adequate” by weighing these factors:

(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.

Bennett v. Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984). The 2018 amendments to Rule 23 require courts also to consider whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

- (i) the costs, risks, and delay of trial and appeal;
- (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The court's role is not to dispute the issues in the case or "substitute its judgment of what is fair for that of the parties." 7B Charles Alan Wright and Arthur R. Miller, *Federal Practice & Procedure* § 1795.5. "Rather, the judge is restricted to determining whether the terms proposed are fair and reasonable." *Id.*

B. Likelihood of Certification

In connection with the determination whether a settlement is "fair, reasonable, and adequate," the court must determine whether it is likely to certify the class. All class actions must satisfy both Rule 23(a) and Rule 23(b).

A class must be numerous and share common questions of law or fact. Its named plaintiff must have a claim that is typical of the whole class, and the named plaintiff must adequately represent the class and have counsel that may adequately represent the class. *See* Fed. R. Civ. P. 23(a).

Rule 23(b)(2) allows for class certification where “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” And Rule 23(b)(3) allows for class certification where

the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The matters pertinent to these findings include: (A) the class members’ interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3).

Additionally, a class must be ascertainable, that is, the class definition must describe “who belongs in it.” *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1302 (11th Cir. 2021).

C. Notice

If the court determines that it will likely certify a settlement class, it must provide notice to the class. Rule 23(e) governs that process:

(1) *Notice to the Class.*

(A) *Information That Parties Must Provide to the Court.* The parties must provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class.

(B) *Grounds for a Decision to Give Notice.* The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties' showing that the court will likely be able to:

- (i) approve the proposal under Rule 23(e)(2); and
- (ii) certify the class for purposes of judgment on the proposal.

Fed. R. Civ. 23(e)(1). “Thus, the Rule requires that ‘[i]ndividual notice must be sent to all class members whose names and addresses may be ascertained through reasonable effort’ and that the ‘notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”’” *In re Blue Cross Blue Shield Antitrust Litigation*, Case No. 2:13-cv-20000-AMM, 2024 WL 4982979, at *23 (N.D. Ala. Dec. 4, 2024) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173–74 (1974)).

The parties must also identify any agreements that impact their settlement, Fed. R. Civ. P. 23(e)(3), and the Class Action Fairness Act requires that defendants settling class action lawsuits notify state officials of the settlement, *see* 28 U.S.C. § 1715(b).

D. Objections

If a court preliminarily approves a settlement class, it must allow class members to object. *See* Fed. R. Civ. P. 23(e)(5). “The objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection.” Fed. R. Civ. P. 23(e)(5)(A).

III. ANALYSIS

The court’s analysis proceeds in several parts. First, the court analyzes whether the proposed settlement is “fair, reasonable, and adequate,” using the *Bennett* factors and others supplied by Rule 23. Next, the court considers whether the class satisfies the requirements of Rule 23(a). Then, the court analyzes whether to certify the classes under Rule 23(b)(2) and 23(b)(3). And finally, the court determines whether (1) the proposed notice is sufficient and advises the classes of their rights, and (2) the parties have satisfied the miscellaneous requirements of Rule 23(e).

A. Fairness

The court has little trouble finding that this settlement is fair, reasonable, and adequate. The motion for preliminary approval correctly notes that this case involves an “uphill area of constitutional litigation” and the settlement “approximates what the classes paid Brookside and Jett’s . . . in fines and fees.” Doc. 166 at 20. Indeed, “[w]inning due-process claims of the sort at issue here is no guarantee, even after surviving dismissal and building a strong evidentiary record.” *Id.* at 23 (citing other, similar class actions brought by *Coleman* counsel). Recent Circuit precedent is instructive: in *Brucker v. City of Doraville*, the Circuit affirmed summary judgment in favor of Doraville, whose budget was funded “roughly 11 to 25 percent” by “fines and fees collected through the City’s municipal court.” 38 F.4th 876, 880 (11th Cir. 2022). Plaintiffs in these kinds of cases must establish that a municipal court judge, prosecutor, or police force has “actual bias” (or some probability of actual bias) because of their “executive responsibility” over a town’s finances. *Id.* at 882, 887–88.

In light of these precedents and burdens, there is a real risk in litigating this case past its current juncture. *See* Doc. 166 at 23–25. If any part of this case survived dispositive motion practice, it would likely proceed to a complicated trial. Further, the Town faces parallel litigation about the amount of insurance coverage available under its relevant policy. *See generally Wattson* Doc. 90-1. The Town’s insurer seeks a declaration that it “has no duty to defend nor indemnify” the Town “in

connection with” any lawsuit related to its policing policies. *See id.* at 13, 18. The proposed settlement is thus remarkable in that it secures just \$50,000 less than what the plaintiffs’ expert approximates Brookside’s general fund fines and forfeitures revenues were during the relevant period. *See Doc. 166.* at 24.

Plaintiffs’ monetary recovery is only part of what the plaintiffs have secured—the Settlement Agreement also obligates Brookside to provide significant structural relief. Specifically, it “eliminate[s] the classes’ outstanding fines, fees, and prosecutions[] and achieve[s] meaningful systemic changes that guard against similarly revenue-driven policies going forward.” *Id.* at 20. Accordingly to plaintiffs’ counsel “[a]s significant as the monetary amount of \$1.655 million is, the truly exceptional aspect of this settlement is the structural relief agreed upon.” *Id.* at 25 (cleaned up).

The parties have reached a compromise based on their studied view of the value of the case in the face of rulings like *Brucker* and a demanding legal standard. For Brookside, that means agreeing at an early stage of the litigation to pay an amount that approximates the fines and fees revenue it collected during the relevant period and accepting long-lasting injunctive relief under court supervision. And for the plaintiffs, that means accepting damages that are potentially less than what they could ultimately receive if they succeed at trial, and accepting the finality of a settlement that, though significant, only temporarily alters Brookside’s law

enforcement capabilities. For these reasons, the settlement easily satisfies the factors enumerated in *Bennett*.

It is further apparent that plaintiffs' counsel and the named plaintiffs have adequately represented the putative class. Plaintiffs' counsel's adequacy as class counsel is self-evident. They are specialized counsel from an organization with significant experience representing class members in cases involving violations of constitutional rights. And they secured a favorable settlement in the face of daunting legal standards.

Plaintiffs' counsel and the named plaintiffs secured much of the relief sought in the parallel *Watson/Thomas* cases: those plaintiffs "testified that they would 'welcome' an 'end' to 'Brookside's system of using traffic stops and municipal court prosecutions to generate and maximize revenue for the town.'" *Id.* at 26. They also testified that their goals were to "limit[] the Town of Brookside's ability to patrol I-22" and secure "'some measure of compensation' for those exposed to Brookside's ticketing and towing policies." *Id.*

And because plaintiffs' counsel and the *Coleman* plaintiffs secured a settlement fund that pays class members in pro-rata shares, the named plaintiffs did not favor themselves over other class members when negotiating the settlement in this case. *See* Doc. 165-3 ¶ 87.

The parties also certify that they negotiated this settlement at arm's length with the assistance of Judge Cornelius. *Id.* ¶ 7. “[T]he parties went back and forth for months, negotiating under Judge Cornelius’s supervision just about every jot and tittle of the settlement, including substantive terms, administration costs, and notice and distribution procedures.” Doc. 166 at 22. Further, “Plaintiffs’ counsel take not one dollar” of the settlement proceeds as a fee. *Id.*

And finally, the settlement treats class members equitably relative to each other. Each class secured injunctive relief that provides an identical remedy to each class member (as well as nonmembers), and a settlement fund that pays each class member a pro rata share of the settlement fund. Accordingly, there are no disparities in how class members are treated relative to one another.

Accordingly, the court finds this settlement is fair, reasonable, and adequate, and satisfies the requirements of Rule 23(e)(2) and the law in this Circuit.

B. Likelihood of Certification

1. The classes are ascertainable.

“Ascertainability is an implied prerequisite of Rule 23.” *Cherry*, 986 F.3d at 1302. “Class representatives bear the burden to establish that their proposed class is adequately defined and clearly ascertainable, and they must satisfy this requirement before the district court can consider whether the class satisfies the enumerated prerequisites of Rule 23(a).” *Id.* (cleaned up).

A class is ascertainable if it clearly defines “who belongs in it.” *Id.* That is, parties cannot define a class using “vague or subjective criteria” but must instead use clear language that allows a court to analyze whether the class satisfies Rule 23. *See id.* at 1302–03. Thus, “a proposed class is ascertainable if it is adequately defined such that its membership is capable of determination.” *Id.* at 1304.

The parties here ask the court to certify two classes: the Towing Class and the Charging Class. The parties define the Towing Class as

All persons who, from March 1, 2018 to August 1, 2022, have paid fees to either the Town of Brookside, Jett’s Towing, Rich’s Towing, or any other towing company or service (including any combination thereof) to secure the release of a vehicle towed on the orders of the Brookside Police Department following a traffic stop. Excluded from the class are: (1) all persons who have released claims against Brookside in [other listed cases]; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in [the settlement agreement].

Doc. 166 at 15–16 (alterations in original) (quoting Doc. 165-3 ¶ 33). And they define the Charging Class as

All persons who, from March 1, 2018 to August 1, 2022, have been charged with an offense in the Brookside Municipal Court following a traffic stop by the Brookside Police Department. Excluded from the class are: (1) all persons who have released claims against Brookside in [other listed cases]; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in [the settlement agreement].

Id. at 16 (alterations in original) (quoting Doc. 165-3 ¶ 36).

These definitions establish ascertainable classes. The members of each class are those individuals who were injured by Brookside's towing and charging practices by paying to release their vehicles or by paying the fines and fees associated with their charges. *See id.* at 34–35. And the class definitions are temporally limited, further narrowing the class. *See id.* With these definitions, class members may be identified using Brookside's municipal database. *See* Doc. 165-3 ¶ 73. The court has no concerns that the class definitions are under-inclusive or over-inclusive. This prerequisite is easily satisfied.

2. The classes are numerous, they share common questions, the named plaintiffs' claims are typical, and the classes have been adequately represented.

Rule 23(a) requires that all classes are numerous, share common questions, have typical claims, and are adequately represented. A class is generally numerous if it contains more than forty plaintiffs such that joinder of all the plaintiffs in the same action is impracticable. Fed. R. Civ. P. 23(a)(1); *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986).

The Towing Class contains an estimated 1,700 members, and the Charging Class contains an estimated 5,500 members. *See* Doc. 165-3 at 61. Even if the participation rate of the classes is on the low-end of the parties' estimation, the classes would contain 425 members and 1,375 members, respectively. *See id.* So these classes are undoubtedly numerous and satisfy Rule 23.

A class meets the commonality requirement if “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality is not “a mere pleading standard,” but “even a single common question will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011) (cleaned up).

These classes share common questions of both fact and law. As the parties note, the Towing Class’s claims rely on like-kind evidence, namely: whether “the revenue generated by Brookside’s towing fee is pure profit redounding directly to the police department.” Doc. 166 at 36. And that evidence bears on a common question of law: whether the alleged towing-for-profit scheme violates due process. *See id.*

The Charging Class similarly satisfies this requirement, as questions about whether that “financial incentive system for law enforcement” created a due process violation. *Id.* at 37. Accordingly, the proposed classes satisfy this requirement of Rule 23.

A class is typical if “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “Typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class at large.” *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1275 (11th Cir. 2009) (cleaned up).

Plaintiffs Coleman, Jones, and Grant have claims that are typical of the Towing Class because they each allege a “pattern or practice” of towing-for-profit and allege due process violations because of that pattern or practice. Doc. 166 at 38 (cleaned up). “The practice is Brookside’s uniform imposition of a profit-generating towing fee. The legal theory is that it violates due process for that fee to function as a self-funding mechanism for the police department.” *Id.* Each representative alleges that Brookside towed their cars, and that they had to pay to retrieve their cars under that pattern or practice, and they seek class certification to adjudicate those claims. *Id.* The named plaintiffs are nearly identically situated in every respect to the Towing Class they represent.

The named plaintiffs for the Charging Class also have claims typical of the putative class. Plaintiffs Coleman, Jones, Grant, and Thomas have all “been ticketed and charged by Brookside” under a system that they contend violates the Due Process Clause. *Id.* at 38–39. And they seek monetary and injunctive relief on behalf of a class subjected to that same system. *See id.* at 39. The representatives for both classes satisfy the typicality requirement.

Class representation is adequate if “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “To determine whether the adequacy requirement is met, we ask: ‘(1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether

the representatives will adequately prosecute the action.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1275 (11th Cir. 2021); *see also Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625–26 (1997). “Minor differences in the interests of the class representatives and the class are not enough to defeat class certification under the adequacy requirement.” *In re Equifax*, 999 F.3d at 1275. “Instead, only a fundamental conflict going to the specific issues in controversy can defeat class certification.” *Id.* (cleaned up). “A conflict is fundamental where some party members claim to have been harmed by the same conduct that benefitted other members of the class . . . [,] [if] members have opposing interests[,], or where the economic interests and objectives of the named representatives differ significantly from the economic interests and objectives of unnamed class members.” *Id.* (cleaned up).

The named plaintiffs argue that “they have no interests conflicting with their respective classes, they have diligently and vigorously litigated and negotiated on behalf of the classes, and their experiences and interests are aligned with the classes.” Doc. 166 at 39. They further contend that all putative class members, in each class, benefit from a settlement that ultimately holds Brookside accountable for its practices, and they have prosecuted this action as such. *See id.* at 39–40.

On the whole, the named plaintiffs are correct. Each of the named plaintiffs has persisted through three years of litigation over Brookside’s practices. And they

have secured meaningful, long-lasting injunctive relief and monetary relief that makes each class member whole. Nothing about this outcome suggests that the plaintiffs inadequately pursued their claims or stopped short.

The court examines closely plaintiff Coleman's agreement to accept \$5,000 to separately settle her Section 1983 claim against Brookside. *See id.* at 29. Although the maximum amount that other class members can expect to receive from the class settlements at 25% participation is around \$2,700, *see* Doc. 165-3 at 61, Ms. Coleman stands to gain more than \$7,000 from her participation in this settlement. The preliminary approval motion represents that the "amount is separate and apart from" the monetary settlement secured for the remainder of the class, and that "[i]t was only discussed and negotiated after the classes' recovery was secured." Doc. 166 at 29 (citing Doc. 165-1 ¶ 11).

This additional recovery does not frustrate Ms. Coleman's adequacy as a class representative on the facts of this case. *First*, Ms. Coleman represents, and her counsel certifies, that her settlement was not negotiated until after the class settlement was secured. *Id.*; *see also* Doc. 165-1 ¶ 11. Ms. Coleman thus did not place her interests above the classes' interests. If Ms. Coleman had been focused on her own self-interest she might have refused to negotiate the class settlement until Brookside addressed her claims; she did not do it this way. Nor did she demand an outrageous sum for her injuries or use her standalone claim to destroy the remainder

of the settlement process. Or she could have elected to proceed on her claims and refused to settle at all. Her actions demonstrate that her representation of the plaintiff class has not been tainted by a conflict.

Second, Ms. Coleman's economic interests are not significantly different from the members of the class. Ms. Coleman does stand to receive a separate sum of money for her Fourth Amendment claim, but that sum is not greater by an order of magnitude than what she will receive as a class member. This class settlement secures (potentially) thousands of dollars for other claimants, and broad injunctive relief for claimants and non-claimants alike. The sum of money Ms. Coleman will receive on her standalone claim does not cause the court concern that she had any financial motive to behave nefariously with respect to this settlement. Accordingly, the named plaintiffs are adequate representatives of this class, and their representation satisfies Rule 23(a)(4).

Likewise, plaintiffs' counsel's representation is adequate for the class. Plaintiffs' counsel navigated dozens of settlement conferences with Judge Cornelius and counsel in related matters and ultimately used their position as public-interest lawyers to procure a settlement that benefits only the class, as they take no fees from the settlement fund. Rule 23(a)(4) is satisfied.

3. The court can likely certify these classes under both Rule 23(b)(2) and Rule 23(b)(3).

“A class action may be maintained” under Rule 23(b)(2) if “final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). “Rule 23(b)(2) applies only when a single injunction or declaratory judgment would provide relief to each member of the class. . . . Similarly, it does not authorize class certification when each class member would be entitled to an individualized award of monetary damages.” *Dukes*, 564 U.S. at 360–61.

Rule 23(b)(3) is the appropriate vehicle for certifying a class when “questions of law or fact common to class members predominate over any questions affecting only individual members, and . . . a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” “It allows class certification in a much wider set of circumstances [than Rule 23(b)(2)] Its only prerequisites are” those expressly provided in the Rule. *Dukes*, 564 U.S. at 362. “Rule 23(b)(3) is the appropriate means of class certification when monetary relief is the predominant form of relief sought and the monetary interests of class members require enhanced procedural safeguards.” *Allison*, 151 F.3d at 413. Thus, “individualized monetary claims belong in Rule 23(b)(3).” *Dukes*, 564 U.S. at 362. Rule 23(b)(3)’s “predominance requirement . . . ‘tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.’” *Carriuolo v. General Motors, Inc.*, 823 F.3d 977, 985 (11th Cir. 2016) (quoting *Amchem Products, Inc.*, 521 U.S.

at 623–24). Rule 23(b)(3)’s superiority requirement includes four considerations that focus on “the relative advantages of a class action suit over whatever other forms of litigation might be realistically available.” *Klay v. Humana, Inc.*, 382 F.3d 1241, 1269 (11th Cir. 2004), *abrogated in part on other grounds by Bridge v. Phoenix Bond & Indem. Co.*, 553 U.S. 639 (2008); *see also* Fed. R. Civ. P. 23(b)(3)(A)–(D).

The Eleventh Circuit has explained that “[i]t is possible to create hybrids in given cases.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1360 (11th Cir. 2009) (quoting *Holmes v. Cont’l Can Co.*, 706 F.2d 1144, 1158 n.10 (11th Cir. 1993)). “If the district court determines that common issues predominate and certifies a class for damages under subsection (b)(3), the district court must consider whether to certify a class under subsection (b)(2) with respect to the [plaintiffs’] claim for equitable relief.” *Id.*; *see also In re Blue Cross Blue Shield Antitrust Litigation MDL 2406*, 85 F.4th 1070, 1084 (11th Cir. 2023) (affirming approval of class action settlement with a Rule 23(b)(2) injunctive relief class and a Rule 23(b)(3) damages class represented by same named plaintiffs and counsel); *AA Suncoast Chiropractic Clinic, P.A. v. Progressive Am. Ins. Co.*, 938 F.3d 1170, 1174 (11th Cir. 2019) (describing post-*Dukes* rules governing “the proper treatment of different types of classes”).

The preliminary approval motion asks the court to certify both the Towing Class and the Charging Class under Rules 23(b)(2) and 23(b)(3). Doc. 166 at 40–41.

The court first examines the injunctive relief secured by the Settlement Agreement. As relevant here, a single injunction can provide relief to members of both proposed classes. *Dukes*, 564 U.S. at 360–61. For the Towing Class, Brookside has agreed to “permanently repeal the portions of its towing ordinances . . . requiring a payment of money . . . to recover any vehicle towed or impounded . . . by Brookside.” Doc. 165-3 ¶ 41. “Nor shall Brookside ask any towing or impounding contractor or provider to require proof of any payment to Brookside before releasing a towed or impounded vehicle.” *Id.* ¶ 42. It has agreed to these terms in perpetuity—it will never “reinstate any such monetary imposition for the release of a towed or impounded vehicle” without any temporal limitation. *Id.* ¶ 41. “The Town will also stop patrolling I-22, where much of its towing and ticketing occurred during the class period, for 10 years.” Doc. 166 at 18.

To settle the Charging Class’s claims, “[f]or 5 years following the Settlement Effective Date, Brookside shall retain 0% of any money received from any fines, fees, forfeitures, or court costs in relation to or by reason of any law-enforcement or code-enforcement source or action.” Doc. 165-3 ¶ 48. “Then, for the 10 years after the expiration of that initial 5-year period, Brookside shall retain no more than 1% of its general operating budget from any fines, fees, forfeitures, or court costs in relation to or by reason of any law-enforcement or code-enforcement source or action.” *Id.* “Then, for the 15 years after the expiration of the 10-year period detailed

in the previous sentence, Brookside shall retain no more than 2.5% of its general operating budget from any fines, fees, forfeitures, or court costs in relation to or by reason of any law-enforcement or code-enforcement source or action.” *Id.* “That’s a 30-year obligation for Brookside to sever its policing and code-enforcement from its revenue generation.” Doc. 166 at 18.

Brookside will also cancel outstanding towing-fee debts, cancel any outstanding fines and fees related to its municipal court, dismiss all pending prosecutions in its municipal court with prejudice, pardon past municipal-court convictions upon request, and provide a detailed explanation of rights to defendants in its municipal court. *See* Doc. 165-3 ¶¶ 43(a), 44(a), 46, 47, 50. And “[f]or 10 years following the Settlement Effective Date, Brookside shall not increase the compensation paid to its Municipal Court Judge(s) or its Municipal Prosecutor(s), except—should Brookside so choose—once per fiscal year in an amount to account for inflation.” *Id.* ¶ 52.

As for the monetary portions of the settlement, Brookside will also pay \$1.5 million (plus a determined amount of administrative fees) into a settlement fund. Each class member’s monetary settlement is not tethered to the particulars of their injury, but to a pro rata share of their class’s recovery based on the number of claims made against each settlement fund. *See* Doc. 166 at 30; Doc. 165-3 at 60–61. Each class member is estimated to receive a modest sum: depending on class participation

rates, each Towing Class member can expect to receive somewhere from \$588.23 to \$2,352.94, Doc. 165-3 at 61, and each Charging Class member can expect to receive anywhere from \$90.90 to \$363.63, *id.* Accordingly, these classes are properly certified under Rule 23(b)(2) for injunctive relief and properly analyzed under Rule 23(b)(3) for money damages.

The predominance and superiority inquiries of Rule 23(b)(3) favor certifying both classes. With respect to predominance, the “direct impact on every class member’s effort to establish liability . . . is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Carriuolo*, 823 F.3d at 985. That is because liability for plaintiffs’ due process claims on behalf of the Towing Class and the Charging Class does not depend on individual circumstances and instead depends on the lawfulness of Brookside’s uniform towing and ticketing policies.

All four factors “pertinent” to a finding of superiority, Fed. R. Civ. P. 23(b)(3)(A)–(D), weigh heavily in favor of superiority. The class members’ interests in individually controlling the prosecution of separate actions weighs in favor of certifying both classes because “the potential individual recovery for the putative class members is not large enough to warrant the burden or expense of litigating” individual cases to recover towing and ticketing charges. *Reynolds v. Progressive Direct Ins. Co.*, 346 F.R.D. 120, 138 (N.D. Ala. 2024). Class members with unusual

circumstances “can opt out of the class.” *Id.* The second and third factors tilt the scale in favor of certification. The *Wattson/Thomas* plaintiffs bring a claim under Section 1983 for deprivation of their Eighth Amendment Rights and a claim under the Racketeering Influenced and Corrupt Organizations Act. *See supra* Part I.E. Therefore, the *Coleman* plaintiffs are the only plaintiffs that can achieve the systematic relief and ticketing-based monetary relief sought and obtained in the proposed settlement agreement. Additionally, there is no other federal district court in which these federal claims could be brought. Finally, the proposed settlement class “is without a doubt more manageable than a diffusion of individual cases on the same claims.” *Reynolds*, 346 F.R.D. at 139. The court finds Rule 23(b)(3) is satisfied.

4. The parties’ proposed notice plan sufficiently informs class members about this settlement.

The preliminary settlement motion contemplates Angeion directing notice to potential class members by using “names, mailing addresses, and other identifying information” provided by Brookside and Jett’s. Doc. 166 at 32–33. The notice informs a potential class member that they may be entitled to money damages, directs them to the website created by Angeion, and explains the classes and their settlement. *See* Doc. 165-3 at 57–59.

It also advises the parties that they are bound by the settlement but may opt-out or object. *See id.* at 59–60. It explains four options for class members: (1) submit

a claim “by either mailing the claim form attached to this notice, or via the settlement website”; (2) opt-out by “mail[ing] a completed, signed, and timely exclusion request”; (3) object by first submitting a valid claim and then filing an “objection in writing with the Clerk of the Court of the Hugo. L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203[,] and serve copies on the parties’ counsel”; or (4) “do nothing” but “still be bound by all orders and judgments of the [c]ourt.” *Id.*

The notice also explains the range of monetary relief available depending on the number of claims made against the settlement fund, and the systemic relief the settlement secures for the classes. *See id.* at 60–61.

The notice contemplated by the parties easily satisfies the reasonableness requirements of Rule 23. The parties’ process for contacting potential class members is very likely to reach many (if not all) of the potential class members, as it relies on the very data collected when Brookside and Jett’s injured each class member. And it is plain about the parties’ rights to opt-out or object to the settlement, while also explaining the relief secured through the settlement.

5. The parties have identified agreements as required and informed the United States Attorney General of this settlement.

Federal Rule of Civil Procedure 23(e)(3) requires parties to “identify any agreement made in connection with the proposal.” And the Class Action Fairness

Act requires that defendants settling class action lawsuits notify the Attorney General of the United States and certain state officials of the settlement. *See* 28 U.S.C. § 1715(b).

The parties identify two agreements made in connection with the settlement here. First, they identify their agreement for Angeion to serve as the claims administrator and explain the rationale behind the fee arrangement that they have made with Angeion. *See* Doc. 166 at 28–29. And second, they identify Ms. Coleman’s agreement to settle her separate claims against Brookside, negotiated after the class settlement was reached. *See id.* at 29. Additionally, the Settlement Agreement obligated Angeion to serve notice of this class settlement on the Attorney General and state officials in accordance with 28 U.S.C. § 1715. Doc. 165–3 ¶ 72. So, the parties have fulfilled their obligations under Rule 23(e)(3).

6. The court will allow class members 120 days to bring their objections to this settlement.

A court must allow class members to object to settlement class certification. *See* Fed. R. Civ. P. 23(e)(5). The plaintiffs ask for a 120-day objections period after this order issues, and the court finds that appropriate. As contemplated by the notice to potential class members, to perfect an objection a class member must first submit a valid claim using the claim form or the settlement website, and then they must submit their objection in writing to the Clerk of Court. Doc. 165-3 at 60. They may then appear at the final settlement approval hearing, scheduled below.

C. Appointing Class Counsel

“[A] court that certifies a class must appoint class counsel.” Fed. R. Civ. P. 23(g)(1). In deciding which class counsel to appoint, the court “must consider” counsel’s role in identifying and bringing the case, counsel’s experience in handling class action litigation, “counsel’s knowledge of the applicable law,” and counsel’s ability to devote their resources to representing the class. Fed. R. Civ. Po 23(g)(1)(A). “[T]he court may appoint [class counsel] only if the applicant is adequate” Fed. R. Civ. P. 23(g)(2). Class counsel has a “[d]uty” to “fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(4).

Attorneys Jaba Tsitsuashvili, Sam Gedge, and William Dawson ask the court to appoint them as counsel for the Towing Class and the Charging Class. Doc. 166 at 44–45. Mr. Tsitsuiashvili and Mr. Gedge represent that they are knowledgeable civil rights litigators who have represented plaintiffs in “landmark” cases similar to these and that their organization, the Institute for Justice, has “brought to bear many hundreds of pro-bono attorney hours” and hundreds of thousands of dollars in fees and costs to prosecute this case. *Id.* at 45. And their co-counsel Mr. Dawson has “successfully litigated civil-rights claims in the federal and state courts of Alabama for decades.” *Id.* at 46.

For the reasons outlined in Part III.B.2., above, the court concludes that these counsel are qualified to represent both the Towing Class and the Charging Class. As

counsel notes, they have successfully litigated this difficult constitutional case and “the settlement . . . negotiated here speaks for itself concerning [counsels’] commitment to the classes and [counsels’] ability to represent their interests.” *Id.*

D. The *Wattson & Thomas* Statements

As discussed in Part I.E., above, the *Wattson/Thomas* plaintiffs filed a statement and appeared at the preliminary settlement hearing, seeking to stay, dismiss, or consolidate their case with this case. These requests do not impede the court’s preliminary approval of this settlement because those plaintiffs have identified no authority suggesting that preliminary approval of this settlement would be error. The same district judge has handled all of these cases for several years, all counsel had the opportunity to participate in the global mediation of these cases, and the *Wattson/Thomas* plaintiffs filed their statement once it became clear that the *Coleman* plaintiffs would successfully negotiate a settlement with Brookside. If the *Wattson/Thomas* plaintiffs have objections to this settlement, they may raise those as appropriate, and the court will hear them in due course.

IV. CONCLUSION

For the reasons outlined in this order, the plaintiffs’ motion for preliminary class settlement approval, Doc. 166, is **GRANTED**. The court **PRELIMINARILY CERTIFIES** the Towing Class and the Charging Class under Federal Rule of Civil

Procedure 23(b)(2) (for injunctive relief) and Federal Rule of Civil Procedure 23(b)(3) (for money damages relief). Accordingly, the court orders as follows:

(1) Plaintiffs Brittany Coleman, Brandon Jones, and Chekeithia Grant are **PRELIMINARILY APPOINTED** as class representatives for the Towing Class;

(2) Plaintiffs Brittany Coleman, Brandon Jones, Chekeithia Grant, and Alexis Thomas are **PRELIMINARILY APPOINTED** as class representatives for the Charging Class;

(3) Attorneys Jaba Tsitsuashavili, Sam Gedge, and William Dawson are **PRELIMINARILY APPOINTED** as class counsel for both the Towing Class and the Charging Class;

(4) The Settlement Agreement's notice plan, including the proposed form of notice and its accompanying claim form, is **APPROVED**, upon finding that the plan satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

(5) Class counsel, through the settlement administrator, are **DIRECTED** to provide notice to potential class members as contemplated in the Settlement Agreement, Doc. 165-3, within **75 DAYS** of the date of this order;

(6) Class counsel, through the settlement administrator, are **DIRECTED** to provide notice of this order to the United States Attorney General;

(7) Class members are **DIRECTED** to submit their claim forms to Angeion in the manner and form detailed in Doc. 165-3 within **120 DAYS** of the date Angeion provides notice;

(8) Class members are **DIRECTED** to request exclusion from the class(es) in the manner and form detailed in Doc. 165-3 to Angeion within **120 DAYS** of the date Angeion provides notice;

(9) Class members are **DIRECTED** to submit objections to the Clerk of Court within **120 DAYS** of the date Angeion provides notice;

(10) The parties' motion for final approval of the settlement agreement and accompanying documents shall be filed by **JUNE 30, 2027**.

(11) A final settlement approval hearing is **SET** for **AUGUST 12, 2027 at 9:00 AM** in the Eighth-Floor Courtroom of the Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, Alabama, 35203.

(12) Class counsel is **DIRECTED** to serve a copy of this order on counsel for the *Wattson/Thomas* plaintiffs within seven (7) days of the date of this order.

DONE and **ORDERED** this 30th day of September, 2026.


ANNA M. MANASCO
UNITED STATES DISTRICT JUDGE