

EXHIBIT C

*Motion for Preliminary Approval of
Class Settlement Agreement*

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

BRITTANY COLEMAN, et al.,

Plaintiffs,

v.

THE TOWN OF BROOKSIDE,
ALABAMA, et al.,

Defendants.

2:22-cv-423-AMM
(putative class action)

**PROPOSED CLASS ACTION SETTLEMENT PURSUANT TO
FEDERAL RULES OF CIVIL PROCEDURE 23(b)(2), 23(b)(3), AND 23(e)**

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Plaintiffs Brittany Coleman, Brandon Jones, Chekeithia Grant, and Alexis Thomas (the “Named Plaintiffs”), on behalf of themselves and all others similarly situated (the “Classes”), and Defendant The Town of Brookside (“Brookside”) (collectively, the “Parties”) intend to be bound by the terms of this Proposed Class Action Settlement of Counts 1–4 of the First Amended Class Action Complaint in this case (the “Settlement”) and respectfully submit the Settlement to the Court for approval pursuant to Federal Rules of Civil Procedure 23(b)(2), 23(b)(3), and 23(e).

Introduction

1. The Named Plaintiffs brought this class action on April 4, 2022 and filed the operative First Amended Class Action Complaint (the “Complaint”) on June 17, 2022. The Complaint challenges the constitutionality, under the Due Process Clause of the Fourteenth Amendment, of specific policies and practices by Brookside and its vehicle-towing provider, Jett’s Towing Inc.

2. Count 1 alleges that Brookside and Jett’s Towing implemented a system of towing and impounding cars for the institutional and personal profit and benefit of Brookside, its departments and officials, and Jett’s Towing, in violation of the Due Process Clause of the Fourteenth Amendment. Relatedly, Count 4 alleges that the towing system lacks adequate procedural safeguards, in violation of the Due Process Clause of the Fourteenth Amendment. Counts 1 and 4 seek monetary and systemic relief on behalf of the Named Plaintiffs and all others similarly situated.

3. Counts 2 and 3 allege that Brookside implemented a system of charging, prosecuting, and adjudicating municipal court cases for the institutional and personal profit and benefit of Brookside and its departments and officials, in violation of the Due Process Clause of the Fourteenth Amendment. Counts 2 and 3 seek monetary and systemic relief on behalf of the Named Plaintiffs and all others similarly situated.

4. Count 5 of the Complaint is an individual Fourth Amendment claim for damages by Named Plaintiff Coleman against three individual Brookside police officers. That claim is expected to be settled separately from the class claims addressed herein, on the condition of final approval of this Settlement. That individual settlement will encompass the Fourth Amendment harms alleged by Ms. Coleman arising from her handcuffing, which are facts separate and distinct from the facts supporting the due-process claims pleaded on behalf of the Classes and addressed by this Settlement.

5. The Named Plaintiffs and Brookside have engaged in extensive discovery, including production of tens of thousands of pages of relevant documents, depositions of current and former Brookside officials, and depositions of the Named Plaintiffs.

6. The Named Plaintiffs have asserted that the policies and practices challenged in Counts 1–4 of the Complaint, and as demonstrated in discovery,

prioritized generating revenue for the Brookside police department's expansion, led to a significant increase in traffic stops, vehicle tows, and citations, led to a significant increase in the revenue collected from those stops, and raise serious constitutional concerns under the Due Process Clause of the Fourteenth Amendment.

7. The Named Plaintiffs and Brookside have negotiated this Settlement in good faith and at arm's length—including with the mediation assistance of Northern District of Alabama Magistrate Judge Staci Cornelius—and submit that it is fair, reasonable, adequate, and in the public interest.

8. The Named Plaintiffs and Brookside have reached this Settlement for monetary and systemic relief on behalf of two classes: the Towing Class and the Charging Class (each defined below).

9. The Named Plaintiffs and Brookside respectfully request that the Court preliminarily approve this Settlement, preliminarily certify the Towing Class and the Charging Class, preliminarily appoint Named Plaintiffs and their counsel as class representatives, and approve the Parties' processes for final approval, final class certification, and final judgment (including retention of jurisdiction to enforce the terms of the Settlement), as detailed below.

Jurisdiction and Venue

10. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1343.

11. Venue is proper in this Court under 28 U.S.C. §§ 1391(b)(1), (b)(2).

Definitions

12. “Administration Costs” means the costs and expenses incurred by the Claims Administrator in the performance of its duties pursuant to this Settlement. The Parties’ agreement with the Claims Administrator is attached as Exhibit 4 to this Settlement and incorporated as if fully set forth herein.

13. “Brookside” means the Town of Brookside and all of its past, current and future officials, representatives, officers, agents, employees, contractors, and anyone acting for, on behalf of, or at the direction of the Town of Brookside or any of its past, current, or future officials, representatives, officers, agents, employees, or contractors.

14. “Charging Class” means the members of the class defined in ¶ 36 below who do not validly and timely request exclusion from the class under the conditions and procedures described in the Class Notice.

15. “Charging Class Fund” means the \$500,000 fund created by Brookside from which members of the Charging Class may make a claim.

16. “Claim Form” means the Court-approved form that is required to make a claim to the Towing Class Fund and/or the Charging Class Fund, request exclusion from the Towing Class and/or the Charging Class, or object to the Settlement. The Claim Form is attached as Exhibit 2 to this Settlement.

17. “Claims Administrator” means Angeion Group LLC. The Parties’

agreement with the Claims Administrator is attached as Exhibit 4 to this Settlement and incorporated as if fully set forth herein.

18. “Class Counsel” means Jaba Tsitsuashvili and Sam Gedge of the Institute for Justice and William Dawson of the Dawson Law Office.

19. “Classes” means the Towing Class and the Charging Class.

20. “Class Notice” means the Court-approved notice that is required by Federal Rules of Civil Procedure 23(c)(2) and 23(e)(1). The Class Notice includes the Claim Form and instructions for making a claim to the Towing Class Fund and/or the Charging Class Fund, requesting exclusion from the Towing Class and/or the Charging Class, or objecting to the Settlement. The Class Notice is attached as Exhibit 1 to this Settlement.

21. “Court” means the United States District Court for the Northern District of Alabama or United States District Court Judge Anna M. Manasco.

22. “Effective Date” means the date of the Court’s entry of the Final Approval Order, provided no objections are made to the Settlement. If objections are made to the Settlement, then the Effective Date means the later of: (a) expiration of the time to file a notice of appeal of the Final Approval Order with no such notice filed; or (b) if appeals are made to the Final Approval Order, then the earlier of the date of the appellate mandate affirming the Final Approval Order or the entry of dismissal of all such appeals. For purposes of clarity: the phrase “Settlement

Effective Date” in this agreement should be construed to mean the same thing as “Effective Date.”

23. “Escrow Account” means an account established by the Claims Administrator designated for the purpose of depositing and distributing the Towing Class Fund, the Charging Class Fund, and the \$155,000 allocated to Administration Costs.

24. “Final Approval Order” means the order of the Court providing final approval of the Settlement, entering judgment, and retaining jurisdiction to enforce the Settlement.

25. “Parties” means the Named Plaintiffs and Brookside.

26. “Settlement” means this Settlement and any order(s) of the Court approving or implementing it, including but not limited to class certification, preliminary approval, final approval, judgment, and retention of jurisdiction.

27. “Towing Class” means the members of the class defined in ¶ 33 below who do not validly and timely request exclusion from the class under the conditions and procedures described in the Class Notice.

28. “Towing Class Fund” means the \$1,000,000 fund created by Brookside from which members of the Towing Class may make a claim.

29. “Verified Towing Incident” means each instance of a vehicle towed on the orders of the Brookside Police Department following a traffic stop from March

1, 2018 to August 1, 2022.

Preliminary Approval Plan

30. On February 6, 2026, the Named Plaintiffs and Class Counsel will move for preliminary approval of this Settlement.

31. The motion for preliminary approval will request that the Court enter a preliminary approval order that:

- a. Preliminarily certifies the Towing Class under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3).
- b. Preliminarily certifies the Charging Class under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3).
- c. Preliminarily appoints Brittany Coleman, Brandon Jones, and Chekeithia Grant as class representatives for the Towing Class.
- d. Preliminarily appoints Brittany Coleman, Brandon Jones, Chekeithia Grant, and Alexis Thomas as class representatives for the Charging Class.
- e. Preliminarily appoints Jaba Tsitsuashvili and Sam Gedge of the Institute for Justice and William Dawson of the Dawson Law Office as Class Counsel for the Towing Class and the Charging Class.
- f. Approves the Class Notice and Claim Form accompanying this

Settlement (attached as Exhibits 1 and 2) and orders that the Claims Administrator send it to potential members of the Towing Class and potential members of the Charging Class within 75 days of the preliminary approval order.

- g. Approves the Class Notice's procedures and deadline for potential members of the Classes to submit claims for one or both Classes, request exclusion from one or both Classes, or bring objections to the Settlement within 120 days of the Claims Administrator initially sending the Class Notices.
- h. Schedules the final approval hearing required by Federal Rule of Civil Procedure 23(e)(2).

32. Brookside shall not contest the motion for preliminary approval.

Certification of the Towing Class

33. The Parties agree to and propose certification of the following Towing Class under Federal Rules of Civil Procedure 23(b)(2), 23(b)(3), and 23(e), with the Named Plaintiffs and Class Counsel appointed to represent the Towing Class:

“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 the cases listed in footnote 1¹; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in ¶¶ 98–104 below.”

34. The Parties agree and propose that the Towing Class should be certified for the classwide damages in ¶ 39 below and the classwide systemic relief in ¶¶ 41–43 below.

35. Brookside agrees to certification of the Towing Class for the limited purpose of effectuating the Settlement. If the Settlement does not become final for any reason, Brookside reserves the right to oppose certification of the Towing Class in the ensuing resumption of litigation, during which Brookside’s agreement to certification of the Towing Class for purposes of the Settlement may not be cited as an admission by Brookside of the propriety of Towing Class certification.

Certification of the Charging Class

36. The Parties agree to and propose certification of the following Charging Class under Federal Rules of Civil Procedure 23(b)(2), 23(b)(3), and 23(e), with the Named Plaintiffs and Class Counsel appointed to represent the Charging Class:

“All persons who, from March 1, 2018 to August 1, 2022, have been charged with an offense in the Brookside Municipal Court following a

¹ *Witt v. Brookside*, 2:21-cv-773-AMM (N.D. Ala.); *Harris v. Brookside*, 2:21-cv-1341-AMM (N.D. Ala.); *Jones v. Brookside*, 2:22-cv-472-NAD (N.D. Ala.); *Jones v. Brookside*, 2:22-cv-298-MHH (N.D. Ala.); *Moffett v. Brookside*, 2:22-cv-255-RDP (N.D. Ala.); *Minnifield v. Brookside*, 2:22-cv-299-MHH (N.D. Ala.); *Jones v. Sellers*, 2:23-cv-364-GMB (N.D. Ala.); *Ward v. Brookside*, 2:23-cv-527-AMM (N.D. Ala.); *Griffith v. Brookside*, 2:23-cv-687-SGC (N.D. Ala.); *Wright v. Brookside*, 2:23-cv-1543-AMM (N.D. Ala.); *Wright v. Brookside*, 1-cv-2022-900890 (Jefferson Cnty., Ala. Cir. Ct.); *Brumlow v. Brookside*, 2:20-cv-650 (N.D. Ala.); *Peyton Hyatt v. Brookside* (pre-filing settlement).

traffic stop by the Brookside Police Department. Excluded from the class are: (1) all persons who have released claims against Brookside in the cases listed in footnote 1 above; (2) any person who properly executes and submits a timely exclusion request pursuant to the procedures described in ¶¶ 98–104 below.”

37. The Parties agree and propose that the Charging Class should be certified for the classwide damages in ¶ 40 below and the classwide systemic relief in ¶¶ 44–56 below.

38. Brookside agrees to certification of the Charging Class for the limited purpose of effectuating the Settlement. If the Settlement does not become final for any reason, Brookside reserves the right to oppose certification of the Charging Class in the ensuing resumption of litigation, during which Brookside’s agreement to certification of the Charging Class for purposes of the Settlement may not be cited as an admission by Brookside of the propriety of Charging Class certification.

Damages for the Towing Class

39. Brookside agrees to pay \$1,000,000 in damages (the Towing Class Fund defined in ¶ 28 above) to the Towing Class, to be distributed as detailed in ¶¶ 89–92 below.

Damages for the Charging Class

40. Brookside agrees to pay \$500,000 in damages (the Charging Class Fund defined in ¶ 15 above) to the Charging Class, to be distributed as detailed in ¶ 88 below.

Systemic Relief for the Towing Class

41. Within 30 days of the Settlement Effective Date, Brookside shall permanently repeal the portions of its towing ordinances (Nos. 519, 527, 533) requiring a payment of money (whether designated a “fee,” “restitution,” or any other title) to recover any vehicle towed or impounded (or ordered towed or impounded) by Brookside. Brookside shall not reinstate any such monetary imposition for the release of a towed or impounded vehicle.

42. For any and all vehicle tows or impounds after the Settlement Effective Date, Brookside shall not demand, require, or receive any money to secure a towed or impounded vehicle’s release. 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.

43. Within 30 days of the Settlement Effective Date, Brookside shall notify each member of the Towing Class who has not been excluded from the Towing 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 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.”

- a. For every such recipient member of the Towing Class who at that time owes a fee or other monetary imposition related to the release of a towed or impounded vehicle, this notice shall also inform them that their outstanding amount is remitted (canceled) and considered satisfied. Any such individual who nevertheless makes payment(s) toward that canceled amount at any time in the future shall have the payment(s) refunded within 10 days, with the notice of cancelation provided again.
- b. Brookside may satisfy the notice obligations of this provision by mailing each individual’s notification(s) to the same address(es) used by the Claims Administrator for that individual’s Towing Class Fund pro-rata check.
- c. At least 3 days before sending the notices required by this provision, Brookside shall provide Class Counsel a spreadsheet of the individuals receiving the notices, including their names, addresses, and amounts of monetary obligations canceled.

Systemic Relief for the Charging Class

44. Within 30 days of the Settlement Effective Date, Brookside shall notify each member of the Charging Class who has not been excluded from 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.”

- a. For every such recipient member of the Charging Class who at that time owes any outstanding fines, fees, or costs to Brookside related to arrests, charges, prosecutions, or convictions in Brookside Municipal Court between March 1, 2018 and August 1, 2022, this notice shall also inform them that those outstanding amounts are remitted (canceled) and considered satisfied, pursuant to Ala. Code § 12-14-15. Any individual who nevertheless makes payment(s) toward such canceled amount(s)

at any time in the future shall have the payment(s) refunded within 10 days, with the notice of cancelation provided again.

- b. Brookside may satisfy the notice obligations of this provision by mailing each individual's notification(s) to the same address(es) used by the Claims Administrator for that individual's Charging Class Fund pro-rata check.
- c. At least 3 days before sending the notices required by this provision, Brookside shall provide Class Counsel a spreadsheet of the individuals receiving the notices, including their names, addresses, and amounts of monetary obligations canceled.

45. As required by Ala. Code § 12-14-15, Brookside's mayor shall also report these remittances and notifications, in writing, to the Brookside Town Council at the Council's first regular meeting following the remittances and notifications. In explaining the reasons for the remittances to the Town Council in writing, as required by Ala. Code § 12-14-15, the Brookside mayor shall explain:

“As part of the settlement of the *Coleman et al. v. Town of Brookside et al.* class action lawsuit, case number 2:22-cv-423-AMM, in the United States District Court for the Northern District of Alabama, the Town of Brookside acknowledges that certain of its policing decisions beginning in 2018 led to 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 revenue collected from those stops. Brookside recognizes the policy of aggressive policing likely interfered with the Town's obligation to administer justice equally under law,

undermined the public’s trust in the justice system, and raised serious constitutional concerns under the Due Process Clause of the Fourteenth Amendment. Brookside has taken subsequent remedial measures to discontinue this aggressive policing and to ensure public trust in the justice system. The Town’s leadership looks forward to earning the public’s trust and confidence.”

46. Within 30 days of the Settlement Effective Date, Brookside shall dismiss with prejudice all prosecutions and appeals that are still pending in the Brookside Municipal Court or still pending on appeal from the Brookside Municipal Court (at any level of the judiciary) that were initiated in the Brookside Municipal Court or appealed (by either the prosecution or defense) from the Brookside Municipal Court between March 1, 2018 and August 1, 2022. In addition to being with prejudice, the notice of dismissal shall also state that all conditions of the prosecution are considered satisfied (including the lack of any conviction).

- a. At least 3 days before sending the notices required by this provision, Brookside shall provide Class Counsel a spreadsheet of the individuals receiving the notices, including their names, addresses, charges dismissed, and (if applicable) appellate case numbers.

47. The Class Notice shall inform the recipients that each member of the Charging Class who participates in the Settlement (i.e., is not excluded from the Settlement) is entitled to receive, as part of the Settlement, a pardon from the Brookside mayor pursuant to Ala. Code § 12-14-15, on the condition that the person

agrees to release all legal claims they may have against Brookside arising from the circumstances that gave rise to the conviction(s) being pardoned that are not released as part of this Settlement. Such pardon request must be made within 120 days of the Effective Date.

- a. Additionally, the Class Notice shall inform the recipients that each member of the Charging Class who participates in the Settlement and elects to receive a pardon is entitled to receive from Brookside, free of charge, all records necessary to comply with the requirements for expungement of criminal records in Ala. Code §§ 15-27-1 through 15-27-21, including, but not limited to, the records, documents, and written certifications necessary to satisfy Ala. Code § 15-27-1(b) in general, § 15-27-1(b)(1) in particular, and § 15-27-12.
- b. Additionally, the Class Notice shall inform the recipients that each member of the Charging Class who participates in the Settlement and elects to receive a pardon is entitled to receive from Brookside a certification in writing that the person has no outstanding monetary obligations (including fines, fees, or costs) to Brookside related to arrests, charges, prosecutions, or convictions in Brookside Municipal Court between March 1,

2018 and August 1, 2022 because those obligations have been remitted and deemed satisfied.

- c. These provisions become available to Charging Class members upon the Settlement Effective Date.
- d. Within 5 days of the expiration of the 120-day period to request the pardons offered by this provision, Brookside shall provide Class Counsel a spreadsheet of the individuals who requested and received such pardons, including their names and addresses.

48. For 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. 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. 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. During these periods, all such funds exceeding the then-allowed retention percentage shall be deposited in equal parts with the Alabama

Crime Victims Compensation Fund and the Alabama Fair Trial Tax Fund (after accounting for any amounts required by state law to be earmarked for other state programs).

49. Brookside shall fully comply with the Alabama Rules of Criminal Procedure regarding the forfeiture of secured bonds. At the first regularly scheduled Brookside Town Council meeting following the Settlement Effective Date, Brookside shall codify by ordinance its current informal practice of recommending to the judge of the Brookside Municipal Court to enter orders forfeiting bonds and issuing failure-to-appear warrants only after two consecutive, unexplained missed court appearances in the Brookside Municipal Court.

50. Starting March 6, 2026, Brookside shall provide every defendant appearing in the Brookside Municipal Court the following explanation of rights, which shall also be posted at all times at the public court entrance:

NOTICE OF RIGHTS

- The law requires that you be informed of your rights in this court.
- You have the right to proceedings you can understand. When your case is called, inform the judge if you need an interpreter or cannot understand the proceedings for some other reason.
- You have the right to an attorney. If you face a possible jail or prison sentence and cannot afford an attorney, you may request that the court appoint an attorney for you at no charge. If you make that request, the court will assess

your financial circumstances to determine whether you qualify for such appointment. If you do not qualify for such appointment, either because of your financial circumstances or because you do not face a possible jail or prison sentence, you remain entitled to retain an attorney at your own expense. You may request that the court reschedule your hearing date for these purposes.

- You have the right to demand the nature and the reasons for the accusations against you.
- You have the right to confront and cross-examine witnesses against you.
- You are presumed innocent and will be regarded as innocent until you are proven guilty or you plead guilty.
- If you plead not guilty, you are not required to prove your innocence or to testify in your own defense. The prosecution is required to prove you are guilty beyond a reasonable doubt.
- If you plead guilty, you will have admitted to the violation brought against you and will have waived your rights to a trial and to the prosecution's burden of proof beyond a reasonable doubt. Unless indicated otherwise in your guilty plea agreement, you will have waived your right to appeal the conviction.
- If you plead not guilty and are found guilty by the court, you have the right to appeal the court's finding of guilt or the court's penalty. You have 14 days from the day of this court's decision to file any such appeal.
- If you do not understand these rights or have other questions concerning your case, inform the judge when your case is called.

51. Starting March 6, 2026, Brookside, including its prosecutor and any

other representative officials, shall recommend to the Brookside Municipal Court that no court costs, fees, or other monetary obligations be imposed on any individual who has all charges arising from a single occurrence dismissed, nolle-prossed, or adjudicated not guilty.

52. For 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.

53. For 10 years following the Settlement Effective Date, Brookside shall not actively patrol Interstate 22. Nothing herein prevents or bars Brookside from responding to emergencies that may occur on Interstate 22 or from engaging in law enforcement activities on Interstate 22 if in response to discrete requests for aid or assistance from other law enforcement agencies.

54. Starting from the Effective Date and going forward, Brookside shall implement the following transparency measures:

- a. Brookside shall publicize a general operating budget each year. That budget shall be maintained publicly on the Town’s official website and shall not be deleted. All Town annual financial reports from 2015 onward shall be maintained publicly on the Town’s official website and shall not be deleted.

- b. All Brookside Town Council meetings postdating the Settlement Effective Date shall be open to the public and audio-recorded. Those recordings shall be preserved and maintained by the Town. Each meeting recording shall be made publicly available on the Town's official website for 6 months after the date of the meeting. The website shall state that older recordings are available at Town Hall for listening and/or downloading onto a USB or flash drive provided by the requestor.
- c. All Brookside Town Council meeting minutes postdating the Settlement Effective Date shall be maintained publicly on the Town's official website and shall not be deleted.
- d. All Brookside ordinances and resolutions shall be maintained publicly on the Town's official website and shall not be deleted.
- e. All Brookside contracts with vehicle towing providers, prosecutors, and municipal court judges (including those existing at the time of the Settlement Effective Date and those that come to exist in the future) shall be maintained publicly on the Town's official website and shall not be deleted.

55. To enable the Named Plaintiffs and Class members to ensure compliance with the relief agreed to, Brookside shall provide Class Counsel at the

Institute for Justice the following documents and information on an annual basis, on April 1 of each year (or such other date as that the Parties mutually agree to in writing), for 10 years following the Settlement Effective Date:

- a. Brookside's audited financial statement, which shall be compliant with Government Accounting Standards Board standards, per fiscal year.
- b. Brookside's approved, final budget showing forecasted revenue and expenditures per fiscal year.
- c. Any reports provided by Brookside to any state auditor.
- d. Documents sufficient to show the amounts of fines, fees, forfeitures, and court costs retained by Brookside during the previous year and the amounts remitted to the Alabama Crime Victims Compensation Fund and the Alabama Fair Trial Tax Fund (as well as any other statutorily mandated state funds).
- e. An attestation by the Town Clerk of Brookside's compliance with ¶¶ 42, 48, 49, 50, 51, 52, and 54 above.
- f. An attestation by the Town Police Chief of Brookside's compliance with ¶ 53 above.

56. Brookside shall issue a public statement, posted for 10 months after the Settlement Effective Date at each public entrance to the Brookside Town Hall, each

public entrance to the Brookside Municipal Court, each public entrance to the Brookside police department, each public entrance to the Brookside jail, and Brookside's official Town website, as well as any official Town social media account (e.g., Facebook, X/Twitter, Instagram, Bluesky, TikTok). It shall read:

“As part of the settlement of the *Coleman et al. v. Town of Brookside et al.* class action lawsuit, case number 2:22-cv-423-AMM, in the United States District Court for the Northern District of Alabama, the Town of Brookside acknowledges that certain of its policing decisions beginning in 2018 led to 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 revenue collected from those stops. Brookside recognizes the policy of aggressive policing likely interfered with the Town's obligation to administer justice equally under law, undermined the public's trust in the justice system, and raised serious constitutional concerns under the Due Process Clause of the Fourteenth Amendment. Brookside has taken subsequent remedial measures to discontinue this aggressive policing and to ensure public trust in the justice system. The Town's leadership looks forward to earning the public's trust and confidence.”

Attorneys' Fees

57. The Named Plaintiffs and Class Counsel agree not to seek any attorneys' 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.

58. Class Counsel (or separate counsel hired by the Named Plaintiffs or unexcluded Class members) may seek attorneys' fees for work done in enforcing any provision of the Settlement.

59. If this Settlement does not become final for any reason, nothing in this Settlement precludes the Named Plaintiffs or Class Counsel from seeking all reasonable attorneys' fees and costs they may be entitled to by law.

Claims Administrator

60. The Settlement's Claims Administrator shall be Angeion Group LLC.

61. The Claims Administrator shall administer the Settlement pursuant to the terms herein and the terms of the Parties' agreement with the Claims Administrator, which is attached as Exhibit 4 to this Settlement and incorporated as if fully set forth herein.

62. The Claims Administrator's work and obligations shall be supervised by the Parties' counsel, with the supervision of the Court as circumstances might require. Supervision of the Claims Administrator's work and obligations shall be for the purpose of ensuring that the Claims Administrator administers the terms of the Settlement in a rational, responsive, cost effective, and timely manner, and in a manner best practicable under the circumstances to achieve the Settlement's notice, claims processing, and distribution plans.

63. The Claims Administrator shall maintain reasonably detailed records of its activities performed to administer the Settlement. The Claims Administrator shall maintain all records required by applicable laws in accordance with its normal business practices, and such records shall be made available to the Parties' counsel

upon request. The Claims Administrator shall provide information to the Court as the Court may require. The Claims Administrator shall provide the Parties' counsel the information and reports concerning notice, claims processing, and distribution as required by the provisions herein and by the Parties' agreement with the Claims Administrator.

Administration Costs

64. Separate and apart from Brookside's payment of \$1 million in damages to the Towing Class and \$500,000 in damages to the Charging Class, Brookside shall be responsible for the first \$155,000 in Administration Costs.

65. If the Claims Administrator's Administration Costs come to be less than \$155,000, the remaining amount from that \$155,000 sum shall revert to Brookside.

66. If the Claims Administrator's Administration Costs come to exceed \$155,000, all excess costs will be paid in equal amounts from the Towing Class Fund and the Charging Class Fund. If the Claims Administrator's Administration Costs come to exceed a total of \$205,000, the Named Plaintiffs reserve the right to terminate the Settlement.

Establishment of Escrow Account

67. By February 20, 2026, the Claims Administrator shall establish a segregated Escrow Account at a federally insured financial institution, to be used for

the sole purpose of holding and distributing the \$1 million in damages to the Towing Class, the \$500,000 in damages to the Charging Class, and the \$155,000 in potential Administration Costs.

68. By February 27, 2026, Brookside shall deposit \$133,500 in the Escrow Account for potential Administration Costs.

69. The Claims Administrator shall provide the Parties' counsel an invoice of work done and costs incurred approximately every 30 days, each invoice to be approved or disputed in writing by the Parties' counsel within 5 days of receipt of the invoice. The Parties' counsel shall meet and confer for purposes of providing such approval or dispute. Upon each approval, the Claims Administrator may draw the approved amount from the Escrow Account.

70. The Parties do not contemplate the Claims Administrator doing any work, incurring any costs, or drawing any funds from the Escrow Account before the Court enters a preliminary approval order, except for purposes of complying with the notice requirements of 28 U.S.C. § 1715(b), as detailed in ¶¶ 72 below.

71. If the Court denies the motion for preliminary approval and that denial results in this Settlement being terminated pursuant to ¶¶ 122–124 below, the funds remaining in the Escrow Account shall revert to Brookside.

Notice Plan

72. By February 16, 2026, the Claims Administrator shall serve the notices required by 28 U.S.C. § 1715(b), including service on the Attorney General of the United States and on the appropriate state officials (as defined in 28 U.S.C. § 1715(a)) of all 50 states.

- a. By February 23, 2026, the Claims Administrator shall provide the Parties' counsel written proof by email of the Claims Administrator's timely compliance with this requirement, including service lists, copies of notices, and sworn declarations of service suitable for filing with the Court.
- b. The payment due to the Claims Administrator for compliance with this requirement shall be part of the Administration Costs and shall be reflected in the Claims Administrator's first invoice to the Parties' counsel (which is expected by March 2, 2026).

73. Upon the Court's entry of a preliminary approval order, the Claims Administrator shall use the towing, charging, and payment records provided by the Parties' counsel to create spreadsheets of all known potential members of the Towing Class and all known potential members of the Charging Class, including their mailing addresses and their email addresses (if available), as identified by skip-tracing and any and all other reasonable methods encompassed by the Parties'

agreement with the Claims Administrator.

- a. Ameliorating deficiencies in the records shall be the sole obligation and responsibility of Brookside.
- b. Brookside shall use all reasonable efforts to assist and facilitate the Claims Administrator's development of the spreadsheets of potential members of the Classes.
- c. Class Counsel shall be informed of any such needs and shall have the right but not the obligation to review and comment on the amelioration, assistance, and facilitation that may be required.

74. The Claims Administrator shall provide the completed spreadsheets it creates pursuant to ¶ 73 above to the Parties' counsel within 42 days of the Court's entry of a preliminary approval order, seeking from the Parties a notice to proceed.

- a. Within 5 days of receiving the spreadsheet, the Parties' counsel shall meet and confer to resolve disputes, if any, concerning the accuracy or sufficiency of the spreadsheets.

75. Within 75 days of the Court's entry of a preliminary approval order, the Claims Administrator shall send by first-class mail and, where known, by email the Class Notice (including the Claim Form) to all known potential members of the Towing Class and all known potential members of the Charging Class.

- a. For each such notice that comes back as undeliverable, the

Claims Administrator shall promptly re-send the Class Notice to any updated addresses.

- b. 35 days after sending the initial Class Notices, the Claims Administrator shall send short-form reminder notices to the mailing and email addresses of all potential members of the Classes who have not submitted a Claim Form, requested exclusion, or objected (attached as Exhibit 3 to this Settlement).

76. No later than 7 days after sending the individual notices required by ¶ 75 above, the Claims Administrator shall provide publication notice via press release and targeted digital ad placements on AL.com, as approved by the Parties' counsel in advance.

77. No later than the day of sending the individual notices required by ¶ 75 above, the Claims Administrator shall establish a call center phone number for purposes of fielding questions about the Settlement and requesting a mailed or emailed copy of the Class Notice.

78. No later than the day of sending the individual notices required by ¶ 75 above, the Claims Administrator shall establish a website (to be maintained by the Claims Administrator) with the Class Notice, the Claim Form, the Settlement, the Complaint, the Court's order denying motions to dismiss (Doc. 80), the motion for preliminary approval, and the preliminary approval order. The website shall allow

for the submission of the Claim Form for one or both Classes. The website shall also list the call center phone number described in ¶ 77 above. The website shall also provide the option to submit questions about the Settlement by email and to request a mailed or emailed copy of the Class Notice and Claim Form.

- a. Questions submitted by email via the website shall automatically be forwarded to the Parties' counsel so that they may suggest answers or responses by the Claims Administrator (cc'ing the other Party's counsel). The Parties' counsel shall meet and confer to resolve any disagreements as to such responses, which the Parties shall endeavor to provide within 5 days of each question's submission.

79. Upon the Court's entry of a preliminary approval order, Class Counsel may, at their own expense, take additional measures to publicize the Settlement, including for purposes of providing notice to potential members of the Classes.

Claim Form Submissions

80. One Claim Form may be submitted per person.

81. Except for purposes of Class exclusion or Settlement objection, Claim Forms may be submitted by mail or via the Settlement website. The processes and the requirements for submitting requests for exclusion or objections are detailed in ¶¶ 98–109 below.

82. To be valid, a Claim Form must be postmarked or submitted electronically no later than 120 days after the Claims Administrator sends the initial Class Notices. In the absence of a postmark, the Claim Form shall be considered timely if received within 21 days of the deadline. Untimely Claim Forms will result in no payment from the Settlement.

- a. This deadline is subject to a single, one-time grace period. ¶ 97 below contemplates a 42-day period between the expiration of the 120-day deadline for submitting a Claim Form and the Claims Administrator's creation of the final spreadsheets of valid and invalid claimants. Claim Forms received during the first 30 days of that 42-day period may be accepted as valid if the Parties and the Claims Administrator are able to determine that the claimant is a bona fide member of the Class(es) without delaying the creation of the final spreadsheets. Any request received after the 30-day grace period shall be deemed invalid and shall be ineligible for a payment from this Settlement.

83. A claimant may submit a Claim Form for the Towing Class, the Charging Class, or both.

84. To be valid, a Claim Form must be complete. A Claim Form is considered complete if all of the following requirements are satisfied:

- a. It contains the claimant's first name and last name.
- b. It contains the claimant's date of birth (month, day, and year).
- c. It contains at least one of the following: a valid mailing address for the claimant; a valid telephone number for the claimant; or a valid email address for the claimant.
- d. It answers whether the claimant is making a claim from the Towing Class Fund, the Charging Class Fund, or both.
- e. For a Towing Class claimant, it answers the following questions to the best of the claimant's recollection:
 - i. How many times the claimant paid for the release of a vehicle that was ordered towed by the Brookside Police Department following a traffic stop from March 1, 2018 to August 1, 2022.
 - ii. The month(s) and year(s) in which the vehicle tow(s) occurred.
 - iii. The make and model of the vehicle(s) towed.
 - iv. The driver(s) of the vehicle(s) towed.
 - v. The registered owner(s) of the vehicle(s) towed.
 - vi. Whether the claimant paid Brookside, Jett's Towing, or both for the release of the vehicle(s) towed.

- vii. Whether anyone else paid Brookside, Jett's Towing, or both for the release of the vehicle(s) towed; and if so, their name(s), address(es), and how much they paid to Brookside and to Jett's Towing.
 - viii. Whether the claim is being made by the estate of a Class member who is no longer living; and if so, the first name and last name of the Class member. In such circumstances, references to "the claimant" above will be understood as references to the Class member.
- f. For a Charging Class claimant, it answers the following questions to the best of the claimant's recollection:
- i. The month(s) and the year(s) in which the claimant was charged with an offense in the Brookside Municipal Court following a traffic stop by the Brookside Police Department.
 - ii. Whether the claim is being made by the estate of a Class member who is no longer living; and if so, the first name and the last name of the Class member. In such circumstances, references to "the claimant" above will be understood as references to the Class member.

g. The claimant attests: “Under penalty of perjury, the foregoing is true and correct to the best of my knowledge.”

85. The Claims Administrator will make an initial determination as to the validity or invalidity of a claim based on those requirements and parameters.

86. A claimant may recover from both the Towing Class Fund and the Charging Class Fund, if determined to be a bona fide member of both Classes.

87. Each claimant is entitled to a pro-rata distribution from each Class Fund for which they submit a valid Claim Form and are determined to be a bona fide member of the Class. The expected pro-rata distribution for each Class’s class members is detailed in the Class Notice, attached as Exhibit 1 to this Settlement. It may decrease based on the possibility of unexpected Administration Costs, as detailed in ¶ 66 above.

88. For the Charging Class, the pro-rata distribution shall be a simple matter of the Charging Class Fund divided by the number of bona fide claimants.

89. For the Towing Class, the pro-rata distribution shall be based on the number of Verified Towing Incidents. The Towing Class Fund shall be divided by the number of Verified Towing Incidents for which a valid claim is submitted, each of which constitutes one pro-rata share of the Towing Class Fund. Each Verified Towing Incident for which a bona fide claimant submits a valid claim entitles that claimant to one pro-rata share of the Towing Class Fund.

90. The Parties anticipate there may be instances in which multiple claimants make a claim to the Towing Class Fund arising from the same Verified Towing Incident because different individuals may have (1) paid the Brookside portion of the vehicle-release fees and the Jett's Towing portion of the vehicle-release fees or (2) split the Brookside portion of the vehicle-release fees and/or the Jett's Towing portion of the vehicle-release fees. In such instances, the Claims Administrator will make an initial determination as to the allocation of that single pro-rata share of the Towing Class Fund, based on the following parameters:

- a. For a single Verified Towing Incident, a maximum of two claimants may be entitled to split in half a single pro-rata share of the Towing Class Fund. That will be the case where one individual is determined to be the payor of the Brookside portion of the vehicle-release fees and another is determined to be the payor of the Jett's Towing portion of the vehicle-release fees. In no instance will more than one individual be determined to be the payor of the Brookside portion of the vehicle-release fees; in no instance will more than one individual be determined to be the payor of the Jett's Towing portion of the vehicle-release fees.
- b. Determining who is the payor of each portion of the vehicle-release fees will be based on a review of the following, in

descending order of priority:

- i. The name of the payor on a vehicle-release receipt from the relevant entity (a Brookside receipt is prioritized when determining the payor of the Brookside portion; a Jett's Towing receipt is prioritized when determining the payor of the Jett's Towing portion).
- ii. A claimant's proof (solicited by telephone call or email by the Claims Administrator) of making the payment to Brookside and/or Jett's Towing, in the form of a receipt from Brookside and/or Jett's Towing clearly reflecting the payment, a copy of a check clearly reflecting the payment to Brookside and/or Jett's Towing, or a credit card or bank statement clearly reflecting the payment to Brookside and/or Jett's Towing.
- iii. The claimant's name matching the name of the driver on towing or vehicle-release records from Brookside.
- iv. The claimant's name matching the name of the driver on towing or vehicle-release records from Jett's Towing.
- v. The claimant's name matching the name of the vehicle owner on towing or vehicle-release records from

Brookside.

- vi. The claimant's name matching the name of the vehicle owner on towing or vehicle-release records from Jett's Towing.

91. 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.

92. After the Claims Administrator makes initial validity determinations based on the requirements and parameters detailed above, the process for making final validity determinations is detailed in ¶¶ 93–96 below.

Processing and Reviewing Claim Form Submissions

93. After sending the individual notices required by ¶ 75 above, the Claims Administrator shall provide the Parties' counsel, every 21 days, a running spreadsheet with the names, addresses, phone numbers, and email addresses for each individual whom the Claims Administrator determines has submitted a valid Claim Form.

94. Simultaneously, the Claims Administrator shall provide the Parties' counsel a running spreadsheet with the names, addresses, phone numbers, and email

addresses for each individual whom the Claims Administrator determines has submitted an invalid Claim Form.

95. The final spreadsheets required by ¶¶ 93 and 94 above shall be provided to the Parties' counsel by the Claims Administrator 35 days after the 120-day deadline for timely submitting Claim Forms.

96. The Parties' counsel shall independently review each spreadsheet required by ¶¶ 93–95 and shall notify each other in writing of any disagreements they have with the Claims Administrator's assessments of valid and invalid claims. As necessary, the Parties' counsel shall confer with each other and with the Claims Administrator to reach final agreement as to those assessments, based on the same requirements and parameters detailed in ¶¶ 80–91 above. In the event the Parties cannot reach final agreement as to the validity of a claim, they shall submit their assessments in writing to the Claims Administrator for a final determination based on the same requirements and parameters detailed in ¶¶ 80–91 above.

97. Within 42 days of the 120-day deadline for submitting Claim Forms, the Claims Administrator shall provide the Parties' counsel the final spreadsheets of valid and invalid claimants, pursuant to the requirements and processes above.

Exclusions

98. The Claim Form provides an option for potential Class members to request exclusion from one or both Classes. If exclusion is requested from one or

both Classes, it must be submitted by mail (it may not be submitted directly via the Settlement website).

99. To be valid, an exclusion request must be mailed to the Claims Administrator at the exclusions address listed on the Claim Form, and it must be received by the Claims Administrator no later than 120 days after the Claims Administrator sends the initial Class Notices. An exclusion request received after the 120 day deadline shall be deemed invalid.

100. Each exclusion request must be submitted by the person seeking exclusion. To be valid, an exclusion request must be complete. An exclusion request is considered complete if all of the following requirements are satisfied:

- a. It contains the person's first name and last name.
- b. It contains the person's date of birth (month, day, and year).
- c. It contains at least one of the following: a valid mailing address for the person; a valid telephone number for the person; or a valid email address for the person.
- d. It answers whether the person is requesting exclusion from the Towing Class, the Charging Class, or both.
- e. If seeking exclusion from the Towing Class, it answers the following questions to the best of the person's recollection:
 - i. The month(s) and year(s) in which the vehicle tow(s)

occurred.

- ii. The make and model of the vehicle(s) towed.
 - iii. The driver(s) of the vehicle(s) towed.
 - iv. The registered owner(s) of the vehicle(s) towed.
 - v. Whether the person paid Brookside, Jett's Towing, or both for the release of the vehicle(s) towed.
 - vi. Whether anyone else paid Brookside, Jett's Towing, or both for the release of the vehicle(s) towed; and if so, their name(s), address(es), and how much they paid to Brookside and to Jett's Towing.
 - vii. Whether the exclusion request is being made by the estate of a potential Class member who is no longer living; and if so, the first name and last name of the potential Class member.
- f. For a Charging Class claimant, it answers the following questions to the best of the person's recollection:
- i. The month(s) and the year(s) in which the person was charged with an offense in the Brookside Municipal Court following a traffic stop by the Brookside Police Department.

- ii. Whether the exclusion request is being made by the estate of a potential Class member who is no longer living; and if so, the first name and the last name of the potential Class member.
- g. The person attests: “Under penalty of perjury, the foregoing is true and correct to the best of my knowledge.”

101. The Claims Administrator will make an initial determination as to the validity or invalidity of an exclusion request based on those requirements and parameters.

102. A person who submits a valid exclusion request shall not: (i) 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.

103. Starting 21 days after sending the individual notices required by ¶ 75 above and every 21 days thereafter, the Claims Administrator shall provide the Parties’ counsel a list of individuals who have submitted exclusion requests. The final such list shall be provided 21 days after the 120-day deadline for timely submitting exclusion requests. The Parties’ counsel shall independently review each such list and shall notify each other in writing of any disagreements they have with the Claims Administrator’s assessments of valid and invalid exclusion requests. As

necessary, the Parties' counsel shall confer with each other and with the Claims Administrator to reach final agreement as to those assessments, based on the same requirements and parameters detailed above. In the event the Parties cannot reach final agreement as to the validity of an exclusion request, they shall submit their assessments in writing to the Claims Administrator for a final determination based on the same requirements and parameters detailed above. Where appropriate and feasible without delaying final approval processes, the Claims Administrator shall provide an individual determined to have submitted an invalid exclusion request an opportunity to cure the exclusion request's deficiencies.

- a. If untimely exclusion requests arrive, they shall continue to be forwarded to the Parties' counsel, with the untimeliness indicated.

104. 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 (i.e., complete and timely) exclusion requests, Brookside shall have the option to terminate the Settlement. The Parties will determine whether a person is a bona fide potential Class member based on the same requirements, parameters, and processes detailed in ¶¶ 80–91 above. For purposes of this provision, an individual who excludes themselves from both the Towing Class and the Charging Class counts as one exclusion.

Objections

105. As advised in the Class Notice, members of one or both Classes may object to the Settlement by submitting a completed Claim Form and by the procedures below. An objection may not be accomplished solely by submitting a Claim Form.

106. An objection must be filed with the Clerk of the Court and served by mail or by email on Class Counsel and Brookside's counsel no later than 120 days after the Claims Administrator sends the initial Class Notices.

107. That filing must include the objector's full name, address, and email address, and all grounds for objecting to the Settlement, including all factual and legal support for the objection. If the objector is represented by counsel, the filing must also include the counsel's full name, law firm name, telephone number, and email address. That counsel must file a notice of appearance with the Court in connection with the objection.

108. Although an objector's attendance at the Court's final approval hearing is not mandatory, an objector who intends to attend the final approval hearing must indicate that intent in their written objection filing. That filing must also indicate the identities and addresses of any witnesses the objector may call at the hearing and must attach any documents the objector may introduce at the hearing.

109. No person who fails to file a valid objection within 120 days after the

Claims Administrator sends the initial Class Notices may later object to the Settlement or any portion of the Settlement.

Final Approval Plan

110. At least 14 days before the Court's final approval hearing, the Parties will move for the Court to enter a Final Approval Order. The Final Approval Order will constitute final certification of the Classes and final approval of the Settlement. It will incorporate all releases and dismissals. And it will retain the Court's jurisdiction to enforce the Settlement's terms.

111. If no objections are made to the Settlement, then the date of the Final Approval Order shall be the Settlement's Effective Date. Otherwise, the Effective Date will occur as defined in ¶ 22 above.

Distribution of Class Funds

112. Within 7 days of the Settlement Effective Date, Brookside shall deposit \$1.5 million, less any sums paid to the Claims Administrator pursuant to ¶ 66 above, into the Escrow Account for distribution to the Classes by the Claims Administrator.

113. Within 30 days of the Effective Date, the Claims Administrator shall send checks by first-class mail to all valid claimants on a pro-rata basis, pursuant to the final spreadsheets referenced in ¶ 97 above. For all such mailings that come back as undeliverable, the Claims Administrator shall re-send the checks to any potentially updated addresses within 14 days of such return.

114. All checks issued to settlement class members (including re-issued checks, if any) will expire and become void 90 days after they are issued. Class members who, for whatever reason, do not cash an initial check may make a one-time request to the Settlement Administrator to send them a re-issued check. Requests for re-issued checks must be made within 150 days of the date on the initial check. Re-issued checks will be in the same amount as the initial check.

Distribution of Unclaimed Class Funds

115. If any checks remain uncashed another 90 days after the end of the period for making secondary requests in ¶ 114 above (i.e., no more than 240 days after the initial check mailing in ¶ 113 above), those checks' funds shall be considered unclaimed funds.

116. Within 10 days of receiving the information necessary to issue a payment, the Claims Administrator shall donate the 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.

117. The Institute for Justice shall be ineligible to receive unclaimed funds.

Releases

118. Upon the Settlement Effective Date, each unexcluded member of the Towing Class and each unexcluded member of the Charging Class shall be deemed, on behalf of themselves, their heirs, executors, administrators, predecessors,

successors and assigns, to have fully, finally, and forever released, relinquished, and discharged all claims against Brookside arising from the facts alleged in the Complaint (including all legal claims alleged or that could have been alleged based on those facts, whether known or unknown, whenever accruing). For the purpose of clarity: The claims of Plaintiff Coleman alleged in Count 5 of the Complaint are excluded from the scope of this paragraph, as set forth in ¶ 4 above.

119. This release of claims shall not be construed as releasing claims against Brookside that arise from facts that are separate and distinct from the facts alleged in the Complaint.

120. This release of claims shall not be construed to prevent the Named Plaintiffs or any Class members from enforcing any and all provisions of the Settlement (either through Class Counsel or separate counsel).

Additional Settlement Provisions

121. This Settlement is contingent upon the Court entering a preliminary approval order that does not materially alter the Parties' proposed preliminary approval order and a Final Approval Order that does not materially alter the terms of the Settlement.

122. If the Court or, in the event of an appeal, any appellate court, does not approve or materially modifies the terms of this Settlement, then the Named Plaintiffs or Brookside may, in their sole discretion, terminate this Settlement. They

may do so by providing written notice to the other side and to the Court within 5 days of any of the following (with failure to do so in that time constituting a waiver of the right to terminate):

- a. The Court declines to enter a preliminary approval order or enters a preliminary approval order that materially modifies the terms of this Settlement. The written notice of termination shall specify what the terminating Party contends constitutes material modification sufficient to trigger termination.
- b. The Court enters a Final Approval Order that materially modifies the terms of this Settlement. The written notice of termination shall specify what the terminating Party contends constitutes material modification sufficient to trigger termination.
- c. The Court's Final Approval Order is vacated, reversed, or materially modified on appeal or other collateral review proceeding. The written notice of termination shall specify what the terminating Party contends constitutes material modification sufficient to trigger termination.
- d. Any federal or state authority demands by legal right a material modification of the Settlement. The written notice of termination shall specify what the terminating Party contends constitutes

material modification sufficient to trigger termination.

- e. The Claims Administrator notifies the Parties that more than 25 individuals whom the Parties can identify as bona fide potential members of one or both Classes have submitted valid and timely requests for exclusion from one or both Classes.
- f. The Effective Date does not occur for some other reason. The written notice of termination shall specify what the terminating Party contends is the reason.

123. If a Party serves written notice of termination pursuant to ¶ 122 above, all work and all deadlines under this Settlement shall immediately be stayed and the Claims Administrator shall not do any work or incur any expense (except expenses necessary to maintain work already begun, such as hosting fees for the settlement website).

124. Within 5 days of a Party serving a written notice of termination, the other Party may request a 30-day negotiation period to discuss the notice to terminate.

- a. If no such request is made, then the notice of termination shall be become effective and the Settlement shall terminate at the end of that 5-day period.
- b. If such request is made, then during the 30-day negotiation

period all time periods and deadlines under this Settlement shall automatically be stayed. The Parties agree to work together in good faith in discussing whether a material modification has occurred. To that end, the Parties may request the mediation assistance of Magistrate Judge Cornelius.

- c. If the notice of termination is not withdrawn at the end of the 30-day period (at the sole discretion of the noticing party, subject to the requirement of good faith), then the notice shall become effective and this Settlement shall terminate.
- d. A party who serves written notice of termination may withdraw the notice at any time prior to the notice becoming effective.

125. If this Settlement is not approved by the Court, is terminated pursuant to ¶¶ 122–124 above, or does not become final for any other reason, then the terms and provisions of this Settlement shall have no force or effect and shall not be used in this class action or any other action or proceeding. This includes, but is not limited to, any Party’s use or attempted use of anything stated herein as an admission of any allegation, fact, contention, claim, or otherwise.

126. If this Settlement is not approved by the Court, is terminated pursuant to ¶¶ 122–124 above, or does not become final for any other reason, then the Parties shall revert to their respective statuses in the litigation and shall proceed as if this

Settlement and any related orders had not been entered.

127. In the event this Settlement is not approved by the Court, is terminated pursuant to ¶¶ 122–124 above, or does not become final for any other reason, all fees, costs, and other monetary obligations paid or owing to the Claims Administrator shall remain the sole obligation of Brookside.

128. The undersigned represent that they are fully authorized to execute and enter into the terms and provisions of this Settlement on behalf of their clients.

129. This Settlement contains the entire agreement between the Parties and supersedes any prior agreements or understandings between them. All terms of this Settlement are contractual and not mere recitals and shall be construed as if drafted by all the Parties. The terms of this Settlement are and shall be binding upon, and shall inure to the benefit of, each of the Parties, including their respective agents, attorneys, employees, successors, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties hereto, including any members of the Classes.

130. This Settlement may be modified only by a written instrument signed by or on behalf of all the Parties or their successors-in-interest and approved by the Court. The Parties may, however, by written agreement and without court approval, extend by 14 days any deadline in this Settlement which applies only to Class Counsel, Brookside, or the Claims Administrator so long as such extension does

not require modification of a Court-scheduled deadline. If such extension is executed, the Parties shall promptly notify the Court.

131. This Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

132. The Court shall retain jurisdiction over the implementation, interpretation, execution, and enforcement of this Settlement and any Final Approval Order, with respect to all the Parties and all beneficiaries, including all members of the Classes. Any and all requests or petitions regarding the implementation, interpretation, execution, or enforcement of the Settlement, and orders on the final judgment entered by the Court, or the conduct of the policies and procedures described herein must be made, if at all, by motion to the Court.

133. The rights and obligations of the Parties to this Settlement shall be construed and enforced in accordance with and governed by the laws of the State of Alabama.

134. None of the Parties to this Settlement shall be considered to be the drafter of this Settlement or any provision of this Settlement for the purpose of any statute, caselaw, or rule of construction that would or might cause any provision to be construed against the drafter, and this Settlement shall be deemed a common effort of the Parties.

Executed: February 6, 2026

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