

NOTICE OF CLASS ACTION SETTLEMENT

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

IF YOU WERE JAILED BY THE CITY OF FERGUSON BETWEEN FEBRUARY 8, 2010 AND DECEMBER 30, 2022, YOU COULD RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

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

This Notice concerns a class action lawsuit that may affect your rights. A settlement (“Settlement”) has been reached in a class action lawsuit (“Lawsuit”) against the City of Ferguson alleging that the City violated the U.S. Constitution through its jailing and debt collection arising from cases in the Ferguson Municipal Court. The Settlement offers a cash benefit to individuals jailed by the City of Ferguson between February 8, 2010 and December 30, 2022. The Lawsuit is pending in federal court in St. Louis, Missouri (“the Court”). The Court has defined several classes of people who may be entitled to money or benefits if the Plaintiffs win the Lawsuit.

The purpose of this Notice is to inform you about the Lawsuit’s Settlement and how this Lawsuit may affect your rights and what steps you may take. This Notice summarizes the Lawsuit and what your legal rights and options may be in regards to this Settlement. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in the Lawsuit.

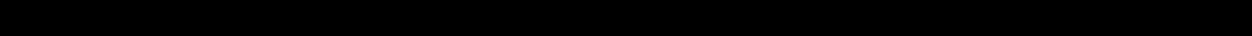
Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Ask to be Excluded from the Settlement DEADLINE: April 22, 2024	Get no benefits from the Settlement. Keep the right to sue separately. Request to be excluded and get no benefits from the Settlement. This is the only option that lets you retain the right to bring or continue your own lawsuit against the City of Ferguson based on any of the issues in this Lawsuit.
Object to The Settlement DEADLINE: April 22, 2024	You may object to the terms of the Settlement Agreement and have your objections heard at the Final Approval Hearing on June 18, 2024.
Request to be Heard in Court DEADLINE: April 22, 2024	Ask to speak in court about the fairness of the Settlement.

Do Nothing	Receive benefits from settlement if you are verified as a Class Member. Give up the right to bring or continue your own lawsuit against the City of Ferguson based on any of the issues in this Lawsuit.
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These rights and options—*and the deadlines to exercise them*—are explained in this Notice. To ask to be excluded or object, you must act before **April 22, 2024**.

The Court in charge of this case still has to approve the Settlement. If it does, then after any appeals of that approval are resolved, benefits will be distributed to Class Members who did not ask to be excluded.



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BASIC INFORMATION

A Settlement has been reached with the Defendant, the City of Ferguson. This Notice summarizes the proposed Settlement and your rights. For the precise terms and conditions of the Settlement, you can do one of the following: see the Settlement Agreement, which is available at www.fergusonclassaction.com; contact the Settlement Administrator at Ferguson Class Action c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164; contact class counsel at the addresses listed in Part 5 below; access the Court docket in this case, for a possible fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.moed.uscourts.gov/>; or visit the office of the Clerk of the Court for the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO 63102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

1. Why did I Receive this Notice of this Lawsuit?

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

You received a Notice because records indicate that you may belong to one or more of the following classes:

- The **Bearden Settlement Class**: All persons who have, at any time from February 8, 2010 through December 30, 2022, been kept in jail by the City of Ferguson for failing to pay a fine, fee, bond, surcharge, or cost, without an inquiry into their ability to pay.
 - The **Modified Gerstein Settlement Class** (a subclass of the *Bearden* class): All persons who have, at any time from February 8, 2010 through December 30, 2022, been held in jail by the City of Ferguson after a warrantless arrest with no finding of probable cause by a neutral magistrate for their arrest and continued detention.
 - The **Warrant Settlement Class** (a subclass of the *Bearden* Class): All persons who have, at any time from February 8, 2010 through December 30, 2022, been held in jail by the City of Ferguson after being arrested on a warrant issued by the City.
 - The **Post-Judgment Settlement Class** (a subclass of the *Bearden* Class): All persons who have, at any time from February 8, 2010 through December 30, 2022, been jailed by or on behalf of the City of Ferguson because of their non-payment in connection with a prior judgment.
- The **Jail-Conditions Settlement Class**: All persons who, at any time since February 8, 2010 through December 30, 2022, were held in the City of Ferguson jail.

These five groups are collectively called the "Classes," and the persons in these groups are collectively called the "Class Members." A Class Member may be a member of one, two, three, four, or all five of these Classes. If you are a member of one or more of the Classes, your legal rights are affected, and you

have options that you may exercise before the Court considers whether to give Final Approval to the Settlement. To ask to be excluded from the Settlement, you must act by **April 22, 2024**.

Judge Audrey Fleissig of the United States District Court for the Eastern District of Missouri is overseeing this Lawsuit. The Settlement resolves the case known as *Fant v. City of Ferguson*, Civil Action No. 4:15-CV-00253-AGF.¹

2. What is this Lawsuit about?

The Lawsuit alleges that the City of Ferguson violated the United States Constitution through its policies and practices of jailing people in inhumane conditions; jailing people who could not pay fines, fees, bonds, surcharges, or costs without inquiring into their ability to pay or considering alternatives to detention; jailing people after warrantless arrests without a neutral determination of probable cause to justify their continued confinement; jailing people after arrests on warrants without a first appearance before a judge; jailing individuals without affording them counsel; and employing unduly harsh methods of collecting debt arising from cases in the Ferguson Municipal Court. This Lawsuit seeks damages for each alleged violation as well as costs and attorneys' fees. The City of Ferguson denies all claims alleged in this Lawsuit.

No determination of the merits has been made as a part of this Settlement.

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

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Keilee Fant, Roelif Carter, Allison Nelson, Herbert Nelson Jr., Alfred Morris, Shameika Morris, Anthony Kimble, Donyale Thomas, and Ronnie Tucker) sued on behalf of other people who have similar claims. The Class Representatives together with the people they represent form a "Class," and each person in a Class is a "Class Member." The people who sued—and all the Class Members like them—are called the "Plaintiffs." The party they sued (in this case, the City of Ferguson) is called the "Defendant." Rather than each Class Member suing on their own, they all sue together, and one court resolves the issues for everyone in the Class—except for the people who choose to exclude themselves from the Class. Before the lawsuit is resolved, the Members of each Class get a chance to exclude themselves from the Class. Those who exclude themselves from a Class are no longer part of the lawsuit. They cannot benefit from the lawsuit, and they keep the right to sue the City of Ferguson separately on the claims brought by the Class. Those who remain in a Class (those who do not exclude themselves from it) remain eligible to share in any money or benefits obtained for the Class, and they lose the right to sue the City of Ferguson separately on the claims brought by the Class.

4. Why is there a Settlement?

The Court has not decided in favor of either side. Instead, both sides agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of trial, and the Settlement Class Members receive the benefits described in this notice. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

¹ Michael Gunn, Personal Representative for the Estate of Keilee Fant, was substituted in place of Keilee Fant as Plaintiff following Ms. Fant's death.

5. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, or have any other questions about the Settlement, visit the Settlement website at www.fergusonclassaction.com or call the toll-free number, 1-888-380-2225.

You may also write with questions to Ferguson Class Action c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164 or send an e-mail to FergusonClassAction@atticusadmin.com.

THE SETTLEMENT BENEFITS

6. What are the terms of the proposed Settlement?

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

In the proposed Settlement, the City of Ferguson has agreed to create a \$4,500,000.00 Settlement Fund. The Settlement Fund will allocate 6/7ths for the *Bearden* Settlement Class and its subclasses, and 1/7th for the Jail Conditions Settlement Class. All Administrative Costs, any court-awarded attorneys’ fees and expenses to Class Counsel, and any service awards to the Class Representatives will be paid out of the Settlement Fund first. If the Court awards all Administrative Costs, attorneys’ fees and expenses and awards requested by the Parties, the remaining balance of the Settlement Fund (“Net Settlement Fund”) will be approximately \$2.8 million, of which approximately \$2.4 million will be allocated for the *Bearden* Settlement Class and its subclasses, and \$400,000.00 for the Jail Conditions Settlement Class. These funds will be distributed to the Class Members who have not excluded themselves from the Classes.

The *Bearden* Settlement Class Net Settlement Fund will be divided by the total number of hours spent in jail by all members of the *Bearden* Settlement Class (which includes all *Bearden* sub-classes), yielding a per-hour-jailed amount. For each member of the *Bearden* Settlement Class (which includes all *Bearden* sub-classes), that per-hour-jailed amount will be multiplied by the total number of hours that member was jailed, which will determine the *Bearden* Settlement Class Member Payment for that person.

The Jail-Conditions Settlement Class Net Settlement Fund will be divided by the total number of hours spent in the Ferguson City Jail by all members of the Jail-Conditions class, yielding a per-hour-jailed rate. For each member of the Jail-Conditions Settlement Class, that per-hour-jailed rate will be multiplied by the total number of hours that member was jailed, which will determine the Jail Conditions Settlement Class Member Payment for that person.

The sum of a person’s *Bearden* Settlement Class Member Payment (if any) and their Jail Conditions Settlement Class Member Payment (if any) is their total Settlement Class Member Payment.

If the Settlement is approved, the Settlement Administrator will mail checks to any Class Members who did not ask to be excluded. If there are unclaimed funds after the first distribution, the Settlement Administrator will automatically mail a second round of checks distributing the unclaimed funds proportionately to Class Members who cashed their first check, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the Court determines that the amounts involved are too small to make individual distributions economically feasible or for other specific reasons that would make such further distributions impossible or unfair.

Because the total amount of money left over after the first round of checks will depend on which Class Members cash their first checks, it is not yet possible to determine whether there will be a second round of checks or how big any second checks will be. So it is not yet possible to determine the total amount of money that any given Class Member will end up receiving. Depending on which Class Members cash their first checks, it is estimated that a member of both the *Bearden* Settlement Class and the Jail-Conditions Settlement Class will receive somewhere between \$141 (if Class Members claim 100% of the initial distribution of money) and \$944 (if Class Members claim 15% of the initial distribution of money) for each day (24-hour period) spent in jail.

HOW TO GET A PAYMENT

7. How can I get the money?

As long as you are verified as a Class Member, and do not exclude yourself from the Settlement, you will automatically receive cash benefits from the Settlement, and you do not need to take further action. **If you need to update your mailing address, please do so at www.fergusonclassaction.com or by calling 1-888-380-2225.**

Payments will be made by check mailed to the Settlement Class Members. Checks will be valid for 120 days. If there is any amount in the Settlement Fund that remains following the distribution of checks to Settlement Class Members as a result of checks being returned as undeliverable or not being cashed within 120 days, those funds will be distributed on a *pro rata* basis to participating members of the *Bearden* Class (including all *Bearden* sub-classes) and the Jail Conditions Class who received and cashed Settlement Class Member Payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically feasible or other specific reasons exist that would make such further distributions impossible or unfair. Should such a second distribution be made, the second distribution checks shall be valid for 120 days.

If the costs of preparing, transmitting, and administering make a second distribution infeasible, if other specific reasons exist that would make such further distributions impossible or unfair, or if such a second distribution is made and Residual Funds still remain, then, subject to the Court's approval, the remaining funds shall be distributed to a Ferguson nonprofit or other organization deemed appropriate by the Court.

8. When will I get the money?

As described below, the Court will hold a Final Approval Hearing on **June 18, 2024** to decide whether to grant final approval of the Settlement. The Court must finally approve the Settlement before any money will be distributed, and the Court will only do so after finding that the Settlement

is fair, reasonable, and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them will take time. Payments to Settlement Class Members will only be made after the time for any appeals expires. **Please be patient.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I exclude myself from the Settlement?

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

To ask to be excluded (in other words, to “opt out”), you **must** send an “**Exclusion Request**” in the form of a letter sent by mail, stating that you want to be excluded from the Settlement in *Fant v. City of Ferguson*. Your letter can simply say: “I hereby elect to be excluded from the Settlement in the *Fant v. City of Ferguson* class action.”

Be sure to include your name and address and sign the letter. Your Exclusion Request must be postmarked by **April 22, 2024**, and sent to: Ferguson Class Action c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164. You may also get an Exclusion Request form at www.fergusonclassaction.com. The Settlement Administrator will file your Exclusion Request with the Court. Your deadline to submit an Exclusion Request will be extended by 15 days to May 7, 2024 if notice was re-mailed to you at a new forwarding address.

10. If I do not exclude myself, can I sue the City of Ferguson for the same thing later?

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

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

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

12. What happens if I do nothing at all?

You don’t have to do anything now if you want to receive an automatic payment from the Settlement. By doing nothing, you are staying in any Settlement Classes to which you belong and will automatically be mailed a check for your portion of the Settlement Fund, as described in response to Question 7. **If you need to update your mailing address, please do so at www.fergusonclassaction.com or by calling 1-888-380-2225.**

If you choose to stay in the Settlement, you will give up certain claims made in this Lawsuit related to your alleged unlawful jailing and/or allegedly unlawfully assessed fines, costs, and/or fees by the City of Ferguson between February 8, 2010 and December 30, 2022. As such, you will not be able to sue or

continue to sue the City of Ferguson as part of any other lawsuit about those claims. The full terms of the release, which will bind all Settlement Class Members as to certain claims against the City of Ferguson and related entities (“Released Parties”) are set forth in the Settlement Agreement, which is on file with the court and available on the settlement website at: www.fergusonclassaction.com. If you do not exclude yourself, then any claims you have that were or could have been raised in the Lawsuit, including but not limited to any claims regarding the City of Ferguson’s use of “sham warrants” and claims for injunctive relief, between February 8, 2010 and December 30, 2022, will be fully and completely resolved, so that you cannot sue, continue to sue, or be part of any other lawsuit against the City of Ferguson related to these claims. It also means that the Court’s Orders approving the Settlement and the judgment in this case will apply to you.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that Maureen Hanlon and Blake Strode of ArchCity Defenders, Inc.; Angela Daker and J. Frank Hogue of White & Case LLP; Marco Lopez of Civil Rights Corps; and Brendan Roediger of SLU Law Clinic are qualified to represent you and all Class Members. Together, these attorneys are called “Class Counsel.” They are experienced in handling class actions and similar cases against other municipalities. More information about these law firms, their practices, and their lawyers’ experience is available at www.archcitydefenders.org, www.whitecase.com, www.civilrightscorps.org, and www.slu.edu/law/faculty/brendan-roediger.php.

14. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys’ fees, costs, and expenses in an amount not to exceed one third of the Settlement Fund, or \$1,485,000. Class Counsel will also request Court approval of Service Awards to the Class Representatives of up to \$10,000.00 each. Class Counsel will file that request, along with all supporting documents, prior to the Final Approval Hearing. The Fee and Service Award Application and all supporting papers will be available for your review at www.fergusonclassaction.com. The Court will determine the appropriate amount of attorneys’ fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys’ fees, costs, or service award amounts.

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

15. Should I get my own lawyer?

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

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it and the Court will consider your views. You can object to any part of the Settlement, the Settlement as a whole,

Class Counsel's requests for fees and expenses, and/or Class Counsel's request for service awards for the Class Representatives.

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

To object to the Settlement, to the application for fees and costs, and/or to the service awards, you must mail the objection to Ferguson Class Action c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164. Upon receiving your objection in the mail, the Settlement Administrator will file your objection with the Court. **You do not need file the objection with the Court yourself.**

For a written objection to be considered, the objection must be submitted no later than **April 22, 2024.**

The written objection must include:

- Your name, address, and phone number;
- The case caption, *Fant v. the City of Ferguson*, Civil Action No. 4:15-CV-00253-AGF;
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- A statement confirming whether the objector or any counsel for the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- The objector's signature (an attorney's signature is not sufficient).

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement; and you may lose the right to appeal from any order or judgment entered by the Court in connection with the Settlement.

17. What is the difference between objecting and excluding?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 9:30am on **June 18, 2024**, in Courtroom 12 South of the St. Louis federal courthouse, located at 111 South 10th Street, St. Louis, MO 63102. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for attorneys' fees and expenses, and the Class

Representatives' service awards. If there are objections, the Judge will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Judge will decide whether to approve the Settlement. We do not know how long the decision will take.

19. Do I have to come to the hearing?

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

Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear in *Fant v. the City of Ferguson*, Civil Action No. 4:15-CV-00253-AGF". Be sure to include your name, address, telephone number, your signature, and a *statement under penalty of perjury that you are a member of a Settlement Class* (that is, that you are a member of the *Bearden Class*, *Modified Gerstein Class*, *Warrant Class*, *Post-Judgment Class*, or *Jail-Conditions Class*). The Notice of Intention to Appear must also include:

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

Your Notice of Intention to Appear must be filed no later than **April 22, 2024**, and be sent to: 111 South 10th Street, St. Louis, MO 63102.

If you need more information about how to file a Notice of Intention to Appear, you can contact Class Counsel at 1-855-724-2489 for further instructions.

GETTING MORE INFORMATION

21. Are more details available?

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

You may also speak to one of the lawyers who serve as Class Counsel by calling ArchCity Defenders toll free 1-855-724-2489, or you may call the Administrator at 1-888-380-2225. You may also write to the Administrator by writing to: Ferguson Class Action c/o Atticus Administration, P.O. Box 64053, St. Paul, MN 55164. You should also contact the Administrator if you need to update your contact information.

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