

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

SAMANTHA MALONE,)	
HOLLY KIMMONS,)	
MARK BLEDSOE)	Case No. 5:16-cv-00483-MHH
And ANDY FENNELL,)	
TRAVIS MOSELY on behalf of)	
themselves and those similarly situated,)	SECOND AMENDED COMPLAINT
)	
Plaintiffs,)	JURY TRIAL DEMANDED
)	
Vs.)	
)	
CITY OF DECATUR, ALABAMA)	
A Municipality)	
)	
And)	
)	
EMILY BAGGETT City of Decatur)	
Prosecutor)	
In her Individual and Official capacity)	
)	
And)	
)	
CHRISTY MILLER, City of Decatur)	
Appointed Defense Counsel)	
In her Individual and Official capacity)	
)	
And)	
)	
UNIVERSAL HEALTH SERVICES, INC))	
A Business Entity)	
)	
And)	
)	

PROFESSIONAL PROBATION)
SERVICES)
A Business Entity)
Wholly Owned Subsidiary of)
Universal Health Services, Inc.)
))
Defendants.)

I. PRELIMINARY STATEMENT

1. This case is brought under the Racketeering Influenced and Corrupt Organizations Act (RICO) and other laws for the Defendants acts of extorting money from impoverished individuals under threat of jail and from misusing the criminal justice system and probation process for profit. The Plaintiffs seek damages for the injuries they have suffered, including treble damages under RICO and punitive damages to punish the Defendants and deter others from similar misconduct.

2. Plaintiffs Samantha Malone, Holly Kimmons, Mark Bledsoe, Andy Fennell and Travis Mosely were all residents of the City of Decatur, Alabama, during the times relevant to this action. Each Plaintiff had very limited income, making it impossible for them to pay the fees to Professional Probation Services, a wholly owned subsidiary of United Health Services, Inc., along with the court fines assessed upon them. Each Plaintiff was placed on what can only be defined as a “pay-only”, “pay or stay” probation with the private company known as

Professional Probation Services (“PPS”), a wholly owned subsidiary of United Health Services, Inc. (“UHS”). Each Plaintiff was required to pay a monthly fee for PPS’ and Universal Health Services Inc., (“UHS”) own profit, in addition to the payments owed to the municipal court. Each of the Plaintiffs struggled to pay the amounts demanded, under repeated direct and indirect threats by PPS, the wholly owned subsidiary of UHS. Each Plaintiff was repeatedly told, if you do not pay us the money we say you owe, you will go to jail. Each Plaintiff was under a constant cloud of fear he or she would be arrested for not being able to pay. UHS and/or PPS nor the Municipal Court ever informed Plaintiffs they could request a lower payment, request the monthly fee be waived or that the amount they could legally be required to pay had to correlate to their actual ability to pay. Because of these intentional omissions, the Plaintiffs genuinely believed and actually experienced that if they failed to pay the money demanded, they would be incarcerated.

Samantha Malone spent one (1) month in jail for not being able to pay PPS. Mark Bledsoe spent two (2) weeks in jail for not being able to pay PPS. Holly Kimmons begged for money and ended up returning stolen items to a store trying to get money to pay PPS. Kimmons was jailed for fifty-four (54) days for not being able to pay PPS. Andy Fennell was jailed for thirty (30) days for not being able to pay. Travis Mosely fell behind on his child support payments due to his fear that he

would be incarcerated if he missed a payment to PPS. PPS issued a warrant for Mosely's arrest during the time he was incarcerated for non-support.

3. The actions of PPS and UHS constitute racketeering under RICO. UHS acquired PPS in August of 1997. With the financial resources from UHS, PPS grew from a small regional company to a national organization. UHS provides the financial capability which has allowed PPS to operate as a **“pay or stay”** probation company. The Defendants are part of a RICO enterprise with a common purpose of maximizing the collection of court fines, court costs and fees to UHS and PPS for profit without consideration of the individual's ability to pay. Through this enterprise UHS and PPS had a pay only probation “service” accomplished through the threat of incarceration to ensure UHS and PPS received its probation fees, in violation of the RICO predicate acts of extortion under the Hobbs Act, the Travelers Act, and Alabama law. Defendants' actions further constitute abuse of process under Alabama law.

4. Defendant City of Decatur (“Decatur”) has maintained a modern-day debtors' prison through its unconstitutional policy, practice, or custom of using its police department to arrest and detain poor defendants who cannot pay fines and costs owed to the Municipal Court.

5. Defendant Emily Baggett (“Baggett”) acting under color of law in her

individual and official capacity has prosecuted individuals in the city of Decatur for being unable to pay fines and fees on municipal violations using a policy, practice or custom in violation of said individuals' constitutional rights.

6. Defendant Christy Miller ("Miller") acting under color of law in her individual and official capacity was appointed to defend individuals in the City of Decatur Municipal Court and failed to provide any defense to individuals but rather told individuals they had to sign up for probation with Professional Probation Services.

7. Defendant Universal Health Services, Inc. acquired Professional Probation Services in August of 1997 providing its wholly owned subsidiary with the financial resources to grow from a small regional company to a national organization which has privatized its probation services into a "pay or stay" probation for all the areas it operates.

8. Defendant Professional Probation Services ("PPS") is a business entity and wholly owned subsidiary of Universal Health Services, Inc., that contracted with the City of Decatur to provide "probation services" to the Municipal Court and used a system of harassment, threats and intimidation for profit.

9. Plaintiffs were arrested and jailed under these policies, practices or customs simply because they did not have the money to pay fees to UHS and PPS, which many times exceeded the actual fines to the City of Decatur. In taking away their

liberty for days, weeks or months, Defendants further destabilized Plaintiffs lives by removing them from their jobs, their children, families and their homes.

10. The actions of Defendants violate the Fourth, Sixth and Fourteenth Amendments to the U.S. Constitution. They further constitute false imprisonment under Alabama law.

11. This practice by the City of Decatur through its contractual agreement with PPS, the wholly owned subsidiary of UHS, has affected hundreds of low income people who were issued traffic tickets and/or arrested for misdemeanors. Plaintiffs bring these claims on their own behalf and on behalf of all others similarly situated who suffered under these policies or will continue to suffer if these practices are not enjoined.

12. Plaintiffs seek damages for the harms that these policies and practices have caused as well as an Order enjoining the defendants from continued unconstitutional conduct.

II. JURISDICTION AND VENUE

13. Plaintiffs bring claims arising under 42 U.S.C. §1983, 18 U.S.C. § 1964(c) (RICO) and the U.S. Constitution, which this Court has jurisdiction over pursuant to 28 U.S.C. § § 1331 and 1343(a)(3). This Court has supplemental jurisdiction over the state law causes of action asserted in this Complaint pursuant to 28 U.S.C. §1367. This action is being filed pursuant to FRCP 23(a), FRCP 23(b), and 23(c).

14. Venue is proper pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to Plaintiffs claims occurred in this District.

III. PARTIES

A. Plaintiffs

15. Plaintiff Samantha Malone is a resident of the City of Decatur, Alabama

16. Plaintiff Holly Kimmons is a resident of the City of Decatur, Alabama

17. Plaintiff Mark Bledsoe is a resident of the City of Decatur, Alabama

18. Plaintiff Andy Fennell is a resident of the City of Decatur, Alabama

19. Plaintiff Travis Mosely is a resident of the City of Decatur, Alabama

B. Defendants

20. Defendant City of Decatur (“Decatur”) is a municipal corporation located within Morgan County, Alabama.

21. Defendant Emily Baggett (“Baggett”) is the Prosecutor for the City of Decatur, Alabama. The Prosecutor position for the City of Decatur is a full time job.

22. Defendant Christy Miller (“Miller”) is one of several attorneys appointed to defendants in the City of Decatur Municipal Court with a large percentage of the appointments in the Municipal Court for the City of Decatur.

23. Defendant Universal Health Services, Inc., (“UHS”) is one of the nation’s largest health care management companies, operating through its subsidiaries, which acquired Professional Probation Services, Inc. in August of 1997.

24. Defendant Professional Probation Services (“PPS”) is a foreign corporation with its principal place of business located in the State of Georgia registered with the Alabama Secretary of State and was actively engaging in business in the State of Alabama, County of Morgan, City of Decatur at all times referenced in this complaint. PPS is a wholly owned subsidiary of Universal Health Services, Inc.

IV. STATEMENT OF FACTS

A. Structure of RICO Scheme to Extort Persons Placed on Probation with Professional Probation Services (“PPS”)

i. Demographic of City of Decatur and Structure of its Municipal Court

25. Decatur is located in Morgan County, Alabama. It has a population of approximately 55,000 people and almost 20% of those residing in Decatur live below the poverty level.

26. Decatur operates a municipal court and municipal jail.

27. The municipal court operates a court docket Monday through Friday with a full time Judge and full time Prosecutor.

28. The full time Judge is Billy E. Cook.

29. The full time Prosecutor is Attorney Emily Baggett.

30. The municipal court appoints lawyers to defend individuals who cannot afford to hire his or her own defense counsel.

31. Attorney Christy Miller receives a large percentage of the defense appointments in the Decatur Municipal Court.

32. The Decatur municipal court has jurisdiction over misdemeanors, traffic offenses, city code violations and parking tickets occurring within the city limits or the police jurisdiction of the City of Decatur.

ii. Assignment to Probation with PPS

33. Defense Counsel is not appointed in every case and the City's full time prosecutor Emily Baggett informs the Defendants that they are going to be placed on probation.

34. In most cases, when defense counsel is appointed it is Attorney Christy Miller and Miller simply directs the defendants to plead guilty and they will be placed on probation with Professional Probation Services.

35. If an individual has more than one charge and states he or she desires to plead to some but not all of the charges, the individual is told they must plead guilty to all the charges and be placed on probation.

36. If a person is assessed fines or costs in court and cannot pay them in full they are given a suspended sentence and placed on probation with PPS.

37. During the court proceedings, the Municipal Court Judge does not assess a

person's ability to pay.

38. The Decatur Municipal Judge does not inform persons of their right to not be jailed if they cannot pay the fine, costs, and fees.

39. The defendants are given a "sentence of probation" which tells them the amount of his or her fine and orders them to serve a specified number of months on probation.

40. The "sentence of probation" orders the individuals to pay a monthly probation service fee of \$35.00 to PPS and sets forth an additional monthly payment toward the fines, including surcharges, all to be paid within a specified time frame.

41. The service provided by PPS was referred to by the City of Decatur Municipal Court as "probation"

42. PPS then provides the defendants with a paper on PPS letterhead which States "your payment is due upon first appointment. Your payments must be in cash (exact change) or a money order. You must report to your probation officer as directed. **Missed appointments can and will result in an issuance of a warrant for your arrest.** You will be scheduled to report at least once a month. **If your minimum payment is not met on that appointment day, you may be required to report on a weekly basis. The conditions of your sentence are NON-NEGOTIABLE and will be strictly enforced."**

43. PPS consistently and unlawfully without court supervision extended the time defendants are ordered to serve on probation to improperly extend the fee collection period and thereby increase their profits.

44. The City of Decatur provided and implemented a policy, custom and practice for Decatur City Police Officers to be present and accessible at the PPS office.

45. The officers were used to threaten and intimidate individuals in that if they did not pay their fines they would be arrested and immediately taken to jail.

46. Many times, indigent defendants who could not pay were arrested and taken to jail directly from the PPS office.

47. If an individual could not pay, PPS would provide information to the Decatur Municipal Court for a warrant to issue or for his or her probation to be revoked and the defendant placed in jail.

48. PPS would present warrant packets to the city court and would provide Delinquent Report Affidavits to the court signed by PPS' "probation officers".

49. If a defendant was jailed, he or she did not receive credit against the fees or fines for any of the days they were jailed.

50. Individuals who were jailed for being unable to pay received an additional

charge for violation of their probation order and sentenced to additional time on probation, fees and fines all due to their inability to pay. In essence creating an unlawful debtors prison.

51. PPS and the Decatur Municipal Court worked together to ensure the citizens of Decatur knew **“ you pay or go to jail”**.

52. For over a decade, Decatur has worked with PPS implementing policies, practices and customs of arresting individuals who could not pay their fees and fines in full and jailing them until monies are paid.

53. Over the time period relevant to this Complaint, the City of Decatur , its agents the Municipal Judge, the City Prosecutor , appointed counsel Christy Miller the Decatur City Police and UHS and PPS were fully aware of the customs and practices alleged and all acquiesced to these practices and customs.

iii. “Probation” pursuant to UHS/PPS Scheme

54. UHS/PPS charged a \$35.00 “supervision fee” to each person placed on “probation” with them.

55. This fee is charged on top of the monthly payment each person is ordered to pay for court fines and costs.

56. The \$35.00 fee is initially to be paid monthly however UHS/PPS consistently forced persons to report to them weekly and therefore pay the “supervision fee” each week.

57. The City of Decatur Municipal Court did not have any way to audit the money collected by UHS/PPS. UHS/PPS maintained its own records of payment and provided each person with a receipt.

58. The primary purpose of a person “reporting” to UHS/PPS was to collect fees and additional money for court costs and fines and to threaten persons who are unable to pay the monies demanded.

59. Persons who tell UHS/PPS they cannot pay the amounts demanded are told by UHS/PPS “either you pay or you go to jail”.

60. UHS/ PPS implemented a true “**pay or stay**” policy with their threats of incarceration.

B. Factual Allegations and Experiences of Plaintiffs

i. Samantha Malone

61. Samantha Malone, (“Malone”) was charged with driving on suspended license and given a no child restraint ticket.

62. Malone was placed on Probation with UHS/PPS and required to pay fifty dollars (\$50) a month toward her fine and thirty five (\$35) a month for the fee to PPS for a total of eighty five (\$85.00) per month.

63. UHS/PPS told Malone if she did not come in to make her payment she would be arrested for non-payment.

64. Malone tried to explain to her “probation officer” she was not working and

on a fixed income and UHS/PPS told her **“either you pay or go to jail.”**

65. Malone was pregnant during her time on probation with UHS/PPS.

66. While pregnant and during one of her monthly meetings, the UHS/PPS “probation officer” told Malone if she did not **pay her fine off by the end of the month she would be jailed.**

67. When Malone was close to paying off her fine, the UHS/PPS “probation officer” told Malone **“you need to pay this off by the end of the month or a warrant will be issued for your arrest.”**

68. Malone did not have the money to pay the fine off in full and according to her probation order, Malone had two (2) more months to make the full payment.

69. UHS/PPS intentionally changed the terms of her probation order and threatened her with jail knowing she was pregnant.

70. Malone was in constant fear that she would be arrested for not paying money to UHS/PPS as demanded and her fears were eventually realized.

71. When Malone did not pay the fine off at month’s end, UHS/PPS instructed the Decatur City Municipal Court to issue a warrant for Malone’s arrest.

72. Malone was eventually arrested on the warrant and spent one (1) month in jail. Due to her family/children situation she was “allowed” to do weekends.

73. Malone was forced to find refuge for her children while she was incarcerated.

74. Malone was not given credit against her fine for any of the time she was incarcerated for non-payment.

ii. Plaintiff Mark Bledsoe

75. In January of 2014, Mark Bledsoe, “Bledsoe”, was charged with Possession of Drug Paraphernalia.

76. When Bledsoe appeared in Decatur City Court to defend his charges the Prosecutor advised him to just say he was guilty and get on probation. However, Bledsoe was not fully advised of the consequences if he could not pay his fine.

77. Bledsoe was ordered to pay a fine in the amount of \$250.00 plus court costs of \$476.00 for a total of \$726.00.

78. Bledsoe’s sentence of probation ordered him to pay a monthly probation fee of \$35.00 per month to PPS and his fine at the rate of \$65.00 each month for twelve (12) months, bringing his total monthly obligation to \$100 each month.

79. Bledsoe could not afford \$100 each month.

80. As a result of his inability to pay, Bledsoe was instructed by UHS/PPS that he had to report every week to the UHS/PPS office and he would be required to pay the \$35.00 fee to UHS/PPS each time he reported regardless of whether he had monies to pay on his fine.

81. Because Bledsoe was instructed by UHS/PPS to report each week instead of

monthly what would normally be a \$35.00 monthly fee to UHS/PPS became \$140.00 a month to UHS/PPS in addition to \$65.00 a month toward the fine.

82. UHS/PPS told Bledsoe **“if you do not pay, your probation will start all Over again, you will go to jail and still have to pay.”**

83. Bledsoe told UHS/PPS that he had just been released from the hospital after having suffered a stroke and attempted to show his physician excuse in support of his inability to pay.

84. UHS/PPS and the City of Decatur told Bledsoe they did **“not want that piece of paper doctor excuse and he would be locked up if he did not comply”**

85. UHS/PPS referred to the city jail as the **“Decatur City Inn”** and told Bledsoe, **“if you do not want to go to the Decatur City Inn, do what you are told.”**

86. Bledsoe was put in fear that if he did not come up with the money as demanded he would go to jail and those fears turned into reality.

87. Bledsoe could not make the payments as demanded and he was jailed for two (2) weeks for failure to pay.

88. Bledsoe was not given credit against his fines and fees for the time he was incarcerated. Upon his release his fines remained the same and his fees to UHS/PPS continued.

iii. Holly Kimmons

89. Holly Kimmons, (“Kimmons”) was charged with Theft 3rd degree in 2014.

90. Kimmons was ordered to pay \$85.00 per month

91. Kimmons paid as much as she could each time she reported and despite her attempts to pay what she could, Kimmons received phone calls from PPS saying, **“you owe money to PPS and if you do not start paying more than what you are paying you will be arrested.”**

92. Kimmons was in fear that if she did not come up with the monies demanded she would be incarcerated.

93. Kimmons was in such fear of being arrested she begged people for money.

94. Kimmons was desperate to get the money to pay UHS/PPS because of the threats of incarceration so Kimmons got someone to give her some tools so that she could return them to the store for money to pay UHS/PPS.

95. The items were stolen and when Kimmons attempted to return the items she was arrested.

96. Kimmons was so fearful of being arrested if she did not pay UHS/PPS, she was forced to beg for money and ended up getting arrested trying to stay out of jail!

97. Kimmons has been on probation and paying UHS/PPS for over two (2) years.

98. Kimmons was jailed fifty-four (54) days for non-payment/violation in February of 2015.

99. Kimmons, who is on the medication Celexa, was unable to take her medication while jailed and she became ill while incarcerated.

100. Celexa withdrawal symptoms can begin within eight (8) hours of a missed and can last up to eight (8) weeks.

101. The jail refused to take her to a doctor for her medication because, according to the jail, her need for medication was not a life or death matter.

102. Kimmons became weak and suffered increased heart rate. Kimmons suffered blackout periods where she saw stars while in the jail.

103. Kimmons was without her medication for over thirty days all because she was poor and could not afford to pay fees to UHS/PPS.

iv. Andy Fennell

104. Andy Fennell, (“Fennell”) was charged with driving while revoked and speeding in 2014.

105. Fennell was told to pay \$85.00 each month toward his fine and \$35.00 a month to UHS/PPS for fees.

106. Fennell was placed on probation with UHS/PPS by City of Decatur and set an appointment to meet his UHS/PPS “probation officer”.

107. At Fennell’s first appointment, the UHS/PPS “probation officer”

Demanded he pay all the money in full. When Fennell told the UHS/PPS “probation officer” he did not have all the money he was told **“you have two (2) weeks to get me my money”**.

108. Fennell was placed in fear and understood the threat being made against him that if he did not pay the **full amount** in two (2) weeks, he would be arrested and jailed.

109. Fennell could not pay the full amount and he was incarcerated for thirty (30) days based on his failure to pay.

110. Fennell has made payments on his tickets for months and each time he makes a payment, the fine to the City of Decatur has remained the same.

111. In August of 2015 Fennell made a payment of \$280 toward a balance of \$420.00

112. This should have brought the balance to UHS/PPS down to \$140.00

113. However, the next month, in October of 2015, Fennell’s receipt showed he still had a balance of \$420 to PPS in fees.

114. UHS’/PPS’ threats to Fennell he only had two (2) weeks to pay changed the terms of his probation sentence and with the assistance of the City of Decatur, Fennell was jailed for being too poor to pay.

v. Travis Mosely

115. Travis Mosely (“Mosely”) was charged with Theft by Leasing in

September of 2006.

116. Mosely rented a video from a local store and failed to timely return the video.

117. Mosely was ordered by the City of Decatur to two (2) years probation with UHS/PPS and to pay a fine of \$370.00.

118. Mosely's monthly payment was \$85.00 each month with \$50.00 going toward his fine to the City and \$35.00 going toward UHS/PPS for profit.

119. The following year, September of 2007, Mosely received a ticket for Driving on a Suspended License and for Speeding.

120. Mosely was ordered to pay \$490 by the City of Decatur and placed on Probation with PPS "UNTIL ALL FEES WERE PAID".

121. Mosely was ordered to keep making payment at the rate of \$85.00 per month.

122. Mosely could not afford to lose his job because he had so many financial obligations which included, but were not limited to, fines to the City of Decatur, fees to UHS/PPS, and child support. Because of his financial obligations, he continued to drive to work to try and keep up and stay out of jail.

123. In June of 2008, Mosely received another ticket for Driving on Suspended License.

124. Mosely was ordered by the City of Decatur to pay an additional \$360

in fines. Mosely's fines were added to the previous fines and he was again ordered to stay on probation with PPS "UNTIL ALL FEES WERE PAID".

125. In October of 2009, Mosely was charged with Driving while Revoked.

126. Mosely was ordered to pay \$386 in fines. This fine was also added to his previous fines and he was again ordered to stay on probation "UNTIL ALL FEES WERE PAID".

127. In September of 2010, Mosely received yet another ticket for Driving while Revoked.

128. Mosely was ordered by the City of Decatur to pay \$683.00. This fine was added on to all the other fines and he was, again, ordered to stay on probation "UNTIL ALL FEES WERE PAID".

129. Mosely received constant threats of incarceration from PPS while he he was on probation.

130. From 2006 until 2010, Mosely was under the "supervision" of PPS and every month he received threats from PPS that if he did not make his payments and start getting his balance lower, he would be placed in jail.

131. The threats not only happened in person during his "meetings" with UHS/PPS, but Mosely actually received a threat of incarceration for non-payment from UHS/PPS on **FACEBOOK!**

132. Mosley was contacted by an employee of UHS/PPS he knew as "Ms.

Williams” through another individual’s Facebook page named Sherika White.

133. The UHS/PPS employee, Ms. Williams, told Mosley if he did not get his balance paid she was going to have him **“picked up”** and he was **“going to jail”**.

134. Mosley took the Facebook post to the supervisor or manager at the UHS/PPS office and was told he did not have to report to Ms. Williams any longer he would be assigned to someone else.

135. To Mosely’s knowledge, Ms. Williams, continued to be employed by UHS/PPS and she was not reprimanded for the threats of incarceration made to him on Facebook.

136. Mosely tried to explain to his new “probation officer” that he had so many other financial obligations, including his child support, that he could not keep up with the payments to UHS/PPS.

137. The new “probation officer” told Mosley, **“well, if you don’t pay PPS then I will have a warrant issued for Failure to Pay.”**

138. Mosley was eventually arrested and incarcerated for not paying his child support.

139. Mosely’s inability to pay his child support was a direct consequence of his trying to pay UHS/PPS every month out of fear he would be incarcerated.

140. UHS/PPS issued a warrant for Mosely’s arrest while he was in jail for

not being able to pay child support.

V. CLASS ALLEGATIONS

Plaintiffs seek class certification pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) related to claims One, Two, Three and Four for all individuals who were harassed, threatened, intimidated, arrested and jailed for their failure to pay fines and court costs.

Rule 23(a)(1), Numerosity: The precise size of the class is unknown by Plaintiffs but is or will be in the hundreds. The class is comprised of low income individuals who were threatened with incarceration and those who were incarcerated because they could not afford to pay their fees and fines. The class is comprised of jailed and non-jailed individuals.

Rule 23(a)(2), Commonality: Plaintiffs raise claims based on questions of law and fact that are common to and typical of the putative class members. The Representative Plaintiffs are all members of the class they seek to represent. That class consists of low income individuals who received tickets and or misdemeanors from the City of Decatur and who were placed on Probation with Professional Probation Services, the wholly owned subsidiary of United Health Services Inc. The Representative Plaintiffs were all ordered to pay fees to Professional Probation Services in addition to their fines to the City of Decatur. The Representative Plaintiffs were all threatened with incarceration and/or incarcerated if they could

not pay both the fees to Professional Probation Services and the fines to the City of Decatur.

Questions of fact common to the classes include:

The prosecution of the claims of the Representative Plaintiffs requires adjudication of numerous questions of law and fact common to their individual claims and those of the putative class they seek to represent. The common questions of law would include, inter alia:

a. Whether the City of Decatur implemented and followed a policy, practice or custom that used its police force to threaten, harass and intimidate individuals on probation with UHS/PPS for payment of fees, fines and costs.

b. Whether the City of Decatur implemented and followed a policy, practice or custom of arresting those who could not or cannot pay fines and costs, and after jailing them for being unable to pay continued to force them to pay those fees and fines in full.

c. Whether the City of Decatur implemented and followed a policy, practice or custom of not informing individuals of their right to counsel, appointing counsel on their behalf or obtaining a knowing, intelligent and voluntary waiver of counsel.

d. Whether the City of Decatur implemented and followed a policy, practice

or custom of arresting and incarcerating individuals without probable cause when those individuals could not or cannot pay the money owed to the Court and to UHS/PPS.

e. Whether the City of Decatur implemented and followed a policy, practice or custom of arresting and incarcerating individuals who could not or cannot pay and then failed to give them monetary credit against the fees and fines for the days they were incarcerated.

f. Whether the City of Decatur used its full time Prosecutor and Appointed Defense Counsel in furtherance of its policy, practice and custom of revoking, arresting and incarcerating low income individuals who could not afford to pay fees and fines.

g. Whether UHS/PPS threatened, harassed and intimidated individuals who could not afford to pay the fines, fees and costs of their probation service.

h. Whether UHS/PPS engaged in acts of extorting money in violation of the RICO act from individuals by threatening, harassing and intimidating them.

i. Whether UHS/PPS unilaterally and without justification altered the terms of individuals probation orders to improperly collect fees.

j. Whether the City of Decatur's Prosecutor and the City of Decatur's court appointed defense attorneys engaged in conduct that violated the constitutional rights of defendants.

Questions of law common to class include:

a. Whether individuals are entitled to a due process hearing regarding their ability to pay before being jailed by the City of Decatur at UHS’/PPS’ request for nonpayment of debts.

b. Whether individuals who cannot afford to pay Decatur and UHS/PPS are entitled to consideration of alternatives to incarceration before being jailed for non-payment of debts.

c. Whether individuals who cannot afford legal representation are entitled to the appointment of and representation by a lawyer in proceedings initiated and litigated by the City of Decatur that could result in incarceration.

d. Whether arrests of individuals who cannot afford to pay debts owed to the City of Decatur and/or UHS/PPS are unlawful seizures.

e. Whether acts by means of threats, harassment and intimidation for money are violations under the RICO act.

f. Whether damages are appropriate for the class and, if so, what the terms of such relief should be.

Rule 23(a)(3), Typicality: The claims of Plaintiffs are typical of those asserted on behalf of the proposed class. The injuries of Plaintiffs and the proposed class all arise out of the same policies and practices of Defendants City of Decatur, Emily Baggett in her individual and official capacity, Christy Miller in her

individual and official capacity and Professional Probation Services, the wholly owned subsidiary of Universal Health Services, Inc.

The manner in which the City of Decatur, its employees and agents, and Professional Probation Services, owned by Universal Health Services, Inc., threatened, intimidated and incarcerated individuals who could not pay fees and fines affected the Representative Plaintiffs and the class they seek to represent the same.

The relief necessary to remedy the claims of the Representative Plaintiffs is the same relief that is necessary to remedy the claims of the putative class members in this case. The Representative Plaintiffs seek the following relief for individual claims and class claims asserted herein:

Rule 23(a)(4), Adequacy: Plaintiffs will fairly and adequately protect the interests of the proposed class inasmuch as they are broadly representative, as reflected in the preceding paragraphs. Plaintiffs are represented by attorneys who have experience litigating to trial violations involving civil rights laws as well as experience litigating policies and practices that are deemed unconstitutional. The Representative Plaintiffs have retained counsel experienced in litigating major class actions and who are prepared and able to meet the time and fiscal demands of class action litigation of this size and complexity. The combined interest, experience, and resources of the Representative Plaintiffs and their counsel to

litigate competently the individual and class claims at issue satisfy the adequacy of representation requirement under Fed.R.Civ.P. 23(a)(4). Counsel knows of no conflict among members of the proposed class as each would benefit from the imposition of a remedy from the Defendants actions.

Rule 23(b)(2) Certification: Each of the Defendants has acted on grounds applicable to the class and pursuant to the unlawful policies and practices at issue in this case and identified in this Complaint.

The City of Decatur had a standard policy of placing individuals charged with municipal violations on probation with the company Professional Probation Services, a wholly owned subsidiary of Universal Health Services, Inc. The City of Decatur used its police force to aid in the threats and intimidation of the individuals on probation with Professional Probation Services by providing officers to be at or near the office of Professional Probation Services. The City of Decatur used its employees and agents in furtherance of the policy and custom of placing low income individuals unable to pay fines in full on probation with Professional Probation Services. The City of Decatur revoked and incarcerated individuals who were unable to pay fees to Professional Probation Services (owned by Universal Health Services, Inc.) on top of any allocated fine.

The full time Municipal Prosecutor for the City of Decatur, Emily Baggett, assisted in the furtherance of the policy and custom of placing low income

individuals who could not afford to pay fines in full on probation with Professional Probation Services.

Appointed Defense Attorney, Christy Miller, assisted in the furtherance of the policy and custom of placing low income individuals who could not afford to pay fines in full on probation with Professional Probation Services (owned by Universal Health Services, Inc.).

Professional Probation Services (owned by Universal Health Services, Inc.) threatened, intimidated and coerced fees out of the named Plaintiffs and the proposed class and provided information to the City of Decatur which resulted in the incarceration of named Plaintiffs and the proposed class.

Alternatively, punitive damages liability may alternatively be certified under Federal Rule of Civil Procedure 23(b)(2) because such relief focuses on the conduct of the Defendants and not the individual characteristics of the Plaintiffs and are an allowable form of incidental monetary relief.

Rule 23(b)(3) Alternative Certification: The common questions of fact and law affecting the claims of the Representative Plaintiffs and the proposed class members, including but not limited to all common issues previously described predominate over the questions of law and fact affecting individual members and a class action is a superior method to adjudicate these claims, making it appropriate to decide the damages claims through the class mechanism. Particularly the factual

and legal questions surrounding the general policies and practices of both the City of Decatur and UHS/PPS apply equally to all class members. Furthermore, class members have little ability to pursue these claims individually and it would be in the interest of judicial economy to adjudicate the constitutionality of Defendants policies and practices in one proceeding.

The Northern District of Alabama is the most logical forum in which to litigate the claims of the Representative Plaintiffs and the proposed class in this case because the Defendant City, its agents and employees are located in Northern Alabama and the Defendants Universal Health Services, Inc. and Professional Probation Services conducted its acts in Northern Alabama.

Rule 23(c)(4) Issue Certification: Class wide liability claims are properly certified under Federal Rule of Civil Procedure 23(c)(4) for the class because such claims present only common issues, the resolution of which would advance the interests of the parties in an efficient manner.

VI. CLAIMS FOR RELIEF

FIRST CLAIM

VIOLATION OF FOURTEENTH AMENDMENT TO U.S.

CONSTITUTION

All Named Plaintiffs and Class Members vs. Defendant City of Decatur

141. Plaintiffs re-allege and incorporate by reference each and every allegation contained in Paragraphs one (1) to one hundred forty (140) as if fully set forth herein.

142. Plaintiffs and those similarly situated have been threatened, harassed, intimidated and jailed because of their inability to pay the fines and costs assessed upon them by the City of Decatur .

143. The Fourteenth Amendments due process and equal protection clauses prohibit automatically converting a fine-only sentence to a sentence of imprisonment if that person is unable to pay.

144. Defendant City of Decatur has a policy, practice or custom enforced Through the authorization or acquiescence of its municipal police of jailing those who are unable to pay fees and fines to the Defendant PPS.

145. Defendant City of Decatur acted under color of law when their actions

caused Plaintiffs to be threatened, harassed, intimidated and incarcerated.

Defendant City of Decatur incarcerated the poor for their inability to pay and did not give those incarcerated individuals credit against their fees and fines for the time they were jailed.

146. Plaintiffs on behalf of themselves and the Class seek an award of damages for their injuries from Defendant City of Decatur.

147. Plaintiffs bring this claim pursuant to 42 U.S.C. §1983 for actions taken by Defendant City of Decatur under color of law.

SECOND CLAIM

VIOLATION OF FOURTH AMENDMENT TO

U.S. CONSTITUTION

All Named Plaintiffs and Class Members vs. Defendant City of Decatur, Emily Baggett in her Individual and Official Capacity and Christy Miller in her Official and Individual Capacity

148. Plaintiffs re-allege and incorporate by reference each and every Allegation contained in Paragraphs one (1) to one hundred forty-seven (147) as if fully set forth herein.

149. Defendant City of Decatur has a policy, practice or custom enforced

through the authorization of arresting and detaining individuals who are unable to pay court fines and costs.

150. Defendant City of Decatur issues warrants for the arrests of individuals who cannot pay fees and fines based on information and requests for incarceration made by PPS.

151. The Fourth Amendment prohibits unreasonable searches and seizures and requires any warrant to be judicially sanctioned and supported by probable cause.

152. The arrests of the Plaintiffs and similarly situated individuals constitute unlawful search and seizure in violation of the Fourth Amendment to the U.S. Constitution.

153. Defendant City of Decatur acted under color of law when it arrested and detained individuals for not being able to pay PPS.

154. Plaintiffs on behalf of themselves and others in the class seek an award of damages for their injuries from Defendant City of Decatur.

155. Plaintiffs bring this claim pursuant to 42 U.S.C. §1983 for actions taken by the Defendant City of Decatur under color of law.

THIRD CLAIM
VIOLATION OF SIXTH AMENDMENT TO
U.S. CONSTITUTION

All Named Plaintiffs and Class Members vs. Defendant City of Decatur, Emily Baggett in her Individual and Official Capacity and Christy Miller in her Official and Individual Capacity

156. Plaintiffs re-allege and incorporate by reference each and every allegation contained in Paragraphs one (1) to one hundred fifty-five (155) as if fully set forth herein.

157. Plaintiffs were jailed because of fines and costs owed to Defendant City of Decatur that they were unable to pay.

158. Defendant City of Decatur calculated Plaintiffs jail sentences based on a formula that took into account the amount of money owed in fines and costs.

159. Plaintiffs were not represented by counsel when the fines and costs were assessed.

160. Defendant City of Decatur violated Plaintiffs' rights under the Sixth Amendment to the U.S. Constitution by jailing Plaintiffs without informing them of their right to counsel, appointing counsel on their behalf, or obtaining a knowing, intelligent and voluntary waiver of counsel.

161. Plaintiffs on behalf of themselves and the Class seek an award of damages for their injuries from the Defendant City of Decatur.

162. Plaintiffs bring this claim pursuant to 42 U.S.C. §1983 for actions taken by the Defendant City of Decatur under color of law.

FOURTH CLAIM

TORT OF FALSE IMPRISONMENT

All Named Plaintiffs and Members of the Class vs. City of Decatur, Emily Baggett in her Individual and Official Capacity and Christy Miller in her Official and Individual Capacity

163. Plaintiffs re-allege and incorporate by reference each and every allegation contained in Paragraphs one (1) to one hundred sixty-two (162) as if fully set forth herein.

164. Plaintiffs were arrested for being too poor to pay court costs, fines and fees.

165. Plaintiffs were arrested by law enforcement officers employed by Defendant City of Decatur.

166. Plaintiffs arrests were conducted by issuing warrants based solely on information it received from Defendant UHS/PPS without probable cause in violation of Alabama law.

167. Defendant City of Decatur’s employees, its Municipal Judge, Prosecutor and Police Officers, acting within the scope of their employment caused Plaintiffs to be detained, restrained, and imprisoned due to the their inability to pay PPS.

168. Plaintiffs on behalf of themselves and the Class seek an award of damages for their injuries from Defendant City of Decatur

FIFTH CLAIM

RACKETEER INFLUENCED AND CORRUPT

ORGANIZATION ACT

18 U.S.C. §1962(a) & (b)

Plaintiffs and Class Members v. UHS and PPS

169. Plaintiffs re-allege and incorporate by reference each and every allegation contained in Paragraphs one (1) to one hundred sixty-eight (168) as if fully set forth herein.

170. Plaintiffs claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-68 (“RICO”) are brought against Universal Health Services, Inc., “UHS” and its wholly owned subsidiary company known as Professional Probation Services or “PPS”.

171. Plaintiffs are persons with standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

172. Defendant UHS is a “RICO” person within the meaning of 18 U.S.C. 1961(3) because it is an entity capable of holding a legal or beneficial interest in property.

173. Defendant PPS is a “RICO” person within the meaning of 18 U.S.C. 1961(3) because it is an entity capable of holding a legal or beneficial interest in property.

174. Defendant UHS and PPS have finically benefited from the RICO Violations.

175. Defendant UHS has aided, abetted and acted in concert with PPS to create a private probation company which is a “pay or stay” model and ultimate debtor court with the sole purpose of maximizing profits.

176. Defendant UHS and PPS are enterprises engaged in activities which affect interstate commerce and have invested income and derived income from their pattern of extorting money from poor people by placing them in fear through threats of incarceration if the probation fees were not paid.

177. Defendant UHS acquired PPS thus merging the companies.

178. This claim for relief is directed against UHS and PPS and not against the City of Decatur.

SIXTH CLAIM

RACKETEER INFLUENCED AND CORRUPT

ORGANIZATIONS ACT

18 U.S.C. §1962(c) & (d)

Plaintiffs and Class Members vs. UHS and PPS

179. Plaintiffs re-allege and incorporate by reference each and every allegation contained in Paragraphs one (1) to one hundred seventy eight (178) as if fully set forth herein.

180. Plaintiffs claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-68 (“RICO”) are brought against United Health Services Inc., and the private probation company known as Professional Probation Services or “PPS” it acquired in 1997.

181. Plaintiffs are persons with standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c) .

182. Defendant PPS is a “RICO person” within the meaning of 18 U.S.C. §1963(1) because it is an entity capable of holding a legal or beneficial interest in property.

183. Defendant UHS is a “RICO” person within the meaning of 18 U.S.C. §1963(1) because it is an entity capable of holding a legal or beneficial interest in property.

184. This claim for relief is directed against the private company UHS and PPS only and is not directed against Defendant City of Decatur.

A. The RICO Enterprise

185. The Defendants UHS and PPS, together with the City of Decatur its agents and employees and the Decatur Municipal Court its agents and employees, constitute an association-in-fact, and therefore an enterprise within the meaning of 18 U.S.C. § 1961(4). Such RICO Enterprise is an ongoing business relationship with the common purpose of maximizing the collection of court fines, court costs, and fees to UHS and PPS without consideration of the individual's ability to pay.

186. The RICO Enterprise is engaged in interstate commerce in that its activities and transactions relating to the collection of fines, fees and costs and the movement of the profits received by Defendant UHS and PPS pursuant to this operation requires movement and communications across state lines.

187. The members of the RICO Enterprise function as a continuing unit.

188. UHS and PPS have violated 18 U.S.C. § 1962(c) because they are associated with an enterprise (the association-in-fact of PPS together with Universal Health Services, Inc., the City of Decatur and the Decatur Municipal Court) that is engaged in, or the activities of which affect interstate commerce and have directly or indirectly conducted or participated in the conduct of an enterprise's affairs through a pattern of racketeering activity, whereby monies were

extorted from individuals by means of threats, intimidation and fear for the benefit of the enterprise.

189. UHS and PPS have violated 18 U.S.C. § 1962(d) because they have conspired with each other to violate 18 U.S.C. §1962(c) as described in the previous paragraph.

190. Specifically, UHS and PPS conducted or participated in and conspired to conduct the affairs of the RICO Enterprise by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Extortion in violation of the Hobbs Act, 18 U.S.C. §1951;
- b. Extortion in violation of Ala. Code § 13A-8-13; and
- c. Extortion in violation of the Travel Act, 18 U.S.C. §1952

B. Predicate Acts

Extortionate Acts Generally

191 . UHS and PPS have on their own and in conspiracy with other participants in the RICO enterprise obtained by threat a \$35.00 probation/supervision fee from Plaintiffs with the intent to deprive them of this money.

192. Specifically, UHS and PPS individually and in conspiracy with the other participants in the RICO enterprise threatened Plaintiffs that if they do not

pay as demanded they (a) will be incarcerated; (b) will have their probation revoked; (c) will be accused of violating the terms of their probation order; and (d) will be subject to testimony against them by UHS/PPS regarding non-payment without revealing the reasons for non-payment which includes but it not limited to inability to pay.

193. The threats described by the Plaintiffs are inherently wrongful.

194. The threats described by the Plaintiffs are wrongful because they were motivated out of a desire to extort.

195. The threats described by the Plaintiffs are wrongful because, as a matter of law, the fees are being charged to indigent persons and in many cases being charged weekly for the sole purpose of increasing the profits of UHS and PPS.

196. The fees being usurped by means of threats and intimidation were placed upon Plaintiffs for time frames that were calculated and or determined by UHS and PPS.

197. Because of the threats and the fear of incarceration, Plaintiffs paid the fees demanded by UHS/PPS, and when they failed to make the payments as demanded, warrants were issued for their arrests and they were jailed as threatened.

Extortion in violation of the Hobbs Act, 18 U.S.C. §1951

198. Plaintiffs re-allege and incorporate by reference the general extortionate act allegations set forth herein.

199. UHS and PPS have individually and in conspiracy with other participants in the RICO enterprise obtained fees from Plaintiffs with consent that was induced by the wrongful use of fear in violation of 18 U.S.C. § 1951 (Hobbs Act).

200. The proceeds obtained by UHS and PPS's extortionate activities were used in commerce and therefore affected commerce or the movement of any article or commodity in commerce as these terms are understood by 18 U.S.C. § 1951(a)

Extortion in violation of Ala. Code §13A-8-13

201. Plaintiffs re-allege and incorporate by reference the general extortionate act allegations in paragraphs 150-156 as set forth herein.

202. UHS and PPS have, on their own, and in conspiracy with other participants in the RICO enterprise obtained by threat fees from Plaintiffs with intent to deprive them of this money, in violation of Ala. Code §13A-8-13.

Extortion in violation of the Travel Act, 18 U.S.C. §1952

203. Plaintiffs re-allege and incorporate by reference the general extortionate act allegations in paragraphs 150 -156 as set forth herein.

204. UHS and PPS have individually and in conspiracy with other participants in the RICO enterprise obtained by threat, fees from Plaintiffs with intent to deprive them of this money in violation of 18 U.S.C. §1952 (Travel Act) and Ala. Code § 13A-8-13.

205. UHS and PPS have traveled in interstate commerce and have used the mail and facilities in interstate commerce to distribute the proceeds of the extortionate scheme, specifically by operating a corporate entity both UHS and its wholly owned subsidiary PPS by engaging in the extortionate activities described herein and performing the extortionate acts in Decatur, Alabama and other locations in violation of 18 U.S.C. § 1952(a)(3).

Pattern of Related Racketeering Acts

206. UHS and PPS have engaged in the racketeering activity described in this Complaint repeatedly over a decade with respect to thousands of criminal defendants in the Decatur City Municipal Court and other municipal courts throughout the United States. These racketeering acts are part of the enterprise's regular way of doing business.

207. UHS and PPS through their RICO enterprise relied on the racketeering acts described in this Complaint to conduct the regular business activities of the RICO Enterprise.

208. The racketeering acts of UHS and PPS and the other participants in the RICO enterprise have a similar purpose: to maximize the collection of court fines, court costs and fees to UHS and PPS without consideration of the individual's ability to pay.

209. The racketeering acts of UHS and PPS and the other participants in the RICO Enterprise have ended in similar results and similar injuries to Plaintiffs as they have all been subjected to fees paid to PPS which benefited PPS and UHS as a result of UHS' and PPS' unlawful conduct.

210. The racketeering acts have similar participants: UHS and PPS and the other participants in the RICO Enterprise.

211. UHS and PPS and the other participants of the RICO Enterprise directed their racketeering activity at similar victims: Plaintiffs specifically and also generally are poor municipal court defendants who cannot afford to pay the entirety of their fines, fees, costs and restitution as demanded by UHS and PPS.

212. The racketeering acts of UHS and PPS and the other participants in the RICO Enterprise have similar methods of commission, namely: extorting Plaintiffs and more generally all municipal court defendants who could not pay their fines, fees, restitution and costs as demanded by UHS/PPS into paying probation fees to UHS and PPS.

Injury

213. As a direct and proximate result of UHS and PPS and other participants in the RICO Enterprise's willful, knowing and intentional acts discussed in this Complaint, Plaintiffs have suffered injuries to their property. Plaintiffs were all subjected to the payment of probation fees paid to UHS and PPS

which benefited UHS and PPS and were forced to continue paying these fees even when they could not afford to do so resulting in economic harm to themselves and their families.

214. All the Plaintiffs believed the threats being made by PPS (owned by UHS) and all were placed in real fear by the threats and intimidation. The threats and intimidation were sanctioned and supported by the Decatur Municipal Court System and it was not until October 19, 2015, when an article appeared in “The Decatur Daily” informing the public that private probation companies’ practices of collecting fines and fees were illegal that Plaintiffs knew they had suffered an injury.

215. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, including treble damages and attorney fees and costs associated with this action.

SIXTH CLAIM

DAMAGES

ABUSE OF PROCESS

Plaintiffs and Members of Class vs. PPS

216. Plaintiffs re-allege and incorporate by reference each and every allegation in Paragraphs one (1) to two hundred fifteen (215) as if fully set forth herein.

217. UHS and PPS abused the process of probation in the City of Decatur and Decatur's Municipal Court by using the probation order granting them authority to supervise probation to extort money from Plaintiffs for their own profit.

218. UHS and PPS intentionally used the probation orders in this way, by threatening Plaintiffs, failing to give Plaintiffs full information about their due process and other rights, and failing to provide a process for evaluating or presenting indigency to the court when Plaintiffs were unable to pay.

219. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, including punitive damages.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court grant the following relief:

- a. Assume jurisdiction over this action;
- b. Certify a class under Rules 23(a), (b)(2), (b)(3), and (c)(4) of the Federal Rules of Civil Procedure, represented by Plaintiffs;
- c. Award compensatory damages against all Defendants;
- d. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c);
- e. Punitive Damages
- f. Award Plaintiffs costs, including attorney's fees and;

g. Order such other relief as the Court deems just and appropriate.

PLAINTIFFS DEMAND TRIAL BY JURY

DATED THIS 30th DAY OF August 2016.

Respectfully Submitted,

/s Byron R. Perkins (ASB-0183-N75B)

/s Terrinell Lyons (ASB-0346-N46T)

/s Roderick T. Cooks (ASB-5819-O78R)

/s Lee Winston (ASB-6407-O72L)

Attorneys for Plaintiffs

OF COUNSEL

PERKINS-LAW, LLC

2170 Highland Ave. South, Suite 100

Birmingham, Al 35205

(205) 558-4696 Phone

(205) 383-1910 Facsimile

bperkins@perkins-law.com

tlyons@perkins-law.com

WINSTON COOKS, LLC

Financial Center

505 North 20th Street

Suite 815

Birmingham, AL 35203

(205) 208-7326 Phone

(205) 278-5876 Facsimile

rcooks@winstoncooks.com

lwinston@winstoncooks.com

CERTIFICATE OF SERVICE

The foregoing document has not been formally served. It will be served pursuant to Rule 4 of the Federal Rules of Civil Procedure, and when that has occurred Plaintiffs' Counsel will file an affidavit of service with the Court.

/s Byron R. Perkins (ASB-0183-N75B)

/s Terrinell Lyons (ASB-0346-N46T)

/s Roderick T. Cooks (ASB-5819-O78R)

/s Lee Winston (ASB-6407-O72L)

Attorneys for Plaintiffs

COUNSEL FOR DEFENDANTS:

Bryan A. Grayson, Esq.
Stephen E. Whitehead, Esq.
LLOYD, GRAY, WHITEHEAD & MONROE, P.C.
2501 Twentieth Place South, Suite 300
Birmingham, Alabama 35223
(205) 967-8822

bgrayson@lgwmlaw.com

steve@lgwmlaw.com

Attorneys for Professional Probation Services

Joseph E. Stott, Esq.
SCOTT, SULLIVAN, STREETMAN & FOX, P.C.
2450 Valleydale Road
Birmingham, Alabama 35244

jstott@ssandf.com

Attorneys for Christy Miller, Esq.

George W. Royer, Jr., Esq.
Brad A. Chynoweth, Esq.
LANIER FORD SHAVER & PAYNE
2101 Clinton Ave West, Ste. 2012
P.O. Box 2087
Huntsville, Alabama 35805-3077
gwr@lfsp.com
bac@lfsp.com

Attorneys for City of Decatur and Emily Baggett, Esq.