

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

CATHERINE REGINA HARPER, on behalf  
of herself and those similarly situated, and  
JENNIFER ESSIG,

Plaintiffs,

v.

PROFESSIONAL PROBATIO>

2. Ptqhgukqpcn Ptqdcvkqp Sgtxkegu, Ipe. (õPPSö) cpf vjg Gctfgpfcng Mwpkekrçn Court (õvjg Mwpkekrçn Cqwtvö) have turned these foundational principles upside down. Pursuant to an ongoing Contract entered with a former Municipal Court judge 20 years ago, PPS is using the Municipal Court as a cudgel to extract financial profit from those too poor to pay their fines and court costs. The Municipal Court enables this exploitation by requiring any who cannot pay in full to be supervised on probation with PPS. PPS exercises exclusive control over its supervisees, and PPS has a direct financial interest in every decision it makes kp kvu uwr gtxkugguø cases.

3. Pursuant to the Contract, PPS sets all the terms of probation, without input from, and often in contradiction to,

appointments. Often, these statements are either lies about the underlying conduct or fail to provide critical context, including that the person has professed to PPS an inability to pay or that the person called ahead of the alleged missed appointment to reschedule or was unable to attend due to circumstances beyond her control.

5. The result of these one-sided in-court statements by PPS is typically an order of detention for a number of days, during which the detained person receives no credit toward her outstanding fines, costs, or fees. Instead, the person is jailed for non-payment and then released to continue her supervision with PPS, still facing the ongoing obligation to pay its monthly fees and associated threats for non-compliance.

6. By prioritizing PPS's ability to collect additional revenue, these actions by PPS are to the financial benefit of PPS and to the detriment of Plaintiff Catherine Regina Harper and Jgppkht Euuki (jgtgkchvgt eqmngvkn{ õPnckpvkhuö), who are under PPS supervision and are being forcefully subjected to this unlawful contractual scheme of PPS's rtcevkegu ctkukpi therefrom.

7. Plaintiffs, both of whom are indigent, could not fully pay the fines and court costs that the Gardendale Municipal Court had assessed against them on their sentencing dates, and were therefore assigned to PPS probation solely for the purpose of forcing them to pay fines and costs owed to the Municipal Court.

8. When Plaintiffs fell behind on payments, PPS required them to report weekly to vjg PPS qhhkeg hqt õcr rkpvo gpvu,ö y jgtg vjg{ are only required to pay.

9. PPS has applied all money Plaintiffs have paid first to PPS's \$40 oqpvjn{ supervision fee. PPS has also refused to offer Plaintiffs viable alternatives to payment, such as fee waivers or community service, even as Plaintiffs have continually expressed difficulties or an

inability to pay.

10. In addition, PPS has used the Municipal Court and jail sanctions for contempt or probation violation to threaten Plaintiffs into compliance and to pay more than they can afford. Plaintiffs Harper and Essig have been jailed due to false or inadequate representations to the Municipal Court that they were in compliance with probation terms. Ms. Harper fears she will be jailed again at her next review hearing on December 1, 2017, due to PPS's misrepresentations and her inability to make her upcoming monthly payments to PPS.

11. Accordingly, Plaintiffs bring this civil rights action against PPS, the City of Gardendale, and Municipal Court Judge Kenneth Gomany, in his official capacity, to challenge these policies and practices of privatized probation arising from the Contract. Plaintiff Harper raises four claims: *First*, the Contract and its enforcement thereof violate the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution by creating a process that undermines confidence that probation can be conducted by PPS in a disinterested fashion; *second*, the Contract that authorizes this scheme is unconstitutional under the Alabama Constitution, because it grants an exclusive franchise to PPS but was not publicly bid; and *third*, the Contract is illegal and void under Alabama law, because it mandates PPS to collect a monthly fee of \$40 from persons assigned to PPS probation in violation of Alabama law and public policy that prevents the collection of a fee for municipal court probation.

12. Finally, in the Fourth Claim for Relief, Plaintiffs Harper and Essig claim that PPS's enforcement of the Contract is unconstitutional under

seeks



criminal and personal injury matters

28. Defendant Gomany was appointed and confirmed by the Gardendale City Council in December 2016 to his current judgeship. He previously served as Municipal Court judge from approximately 2005 to 2008.

B. JDLOXUH WR 3XE DLI FO Contract 336 ¶ V

29. Defendant PPSis

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& R X UdW ´

33. Defendant Gardendale did not put out a request for bids or otherwise advertise and solicit bids for probation services before the Contract went into effect in 1998.

34. The Contract has been renewed each year since the original execution. The City has failed each year to put out a request for bids or otherwise advertise or solicit bids for probation services.

C. 336 Collection of Monthly 3 U R E D S e r v i c e F e e s from Person on PPS Probation

35. 336 Primary purpose in providing probation services for individuals is to collect its own fees and fines and costs owed the Municipal Court

36. PPS charges monthly fees to those on probation.

37. 8 Q G H U W K H [ f e e s c o u l d b e p a i d @ s e r v i c e s ... are payable not by the City E X W E \ V H Q W H E x . A a 3 R T H e C o n t r a c t h i g h l i g h t s t h a t t h e p r i v a t e p r o b a t i o n i s D ³ F r e e P r o g r a m , t h e s u p p o r t o f w h i c h r e s t s c o m p l e t e l y o n t h e p r i v a t e a g e n c y , a n d t h e o f f e n d e r ² Q R W W K H W a i s D \ H U ´

38. The Contract authorized PPS to bill individuals assigned to probation for program services Ex. A at 2.

39. The Contract, when executed, required the City to pay PPS 30% of all pre-existing fines that were delinquent at that time and that PPS subsequently collected Ex. A at 3

40. According to the Contract, PPS charges individuals a monthly fee (listed in the contract as \$30 per month) for basic supervision, which should include 5 office visits per month G H S H Q G L Q J R Q , C o m m u n i t y S e r v i c e C o o r d i n a t i o n , r e f e r r a l t o a p p r o p r i a t e a g e n c i e s t o a d d r e s s p r o b a t i o n V X S H U Y e e d s , a n d i f p o s s i b l e , o m e o r m o r e w o r k v i s i t s b y t h e P P S



officer<sup>2</sup> depending on the officer's position. The Contract also provides that PPS is authorized under the Contract to charge additional fees for additional services such as anger management, substance abuse, and personal growth classes. Id. at 8-13.

41. The Contract also provides that PPS shall receive 30% of all fines that were delinquent prior to 1998 and were collected by PPS, and (2) permit PPS to charge a monthly service fee for its collection of fines, restitution, and court costs from individuals. Ex. A at 3.

42. When money is paid by offenders, the Contract is silent on how that money will be divided between probation service fees owed to PPS and fines and costs owed to the Municipal Court.

43. The Contract also requires PPS to supervise at no cost any individuals whom the Municipal Court deems indigent. Ex. A at 8.

44. As detailed below, however, the Municipal Court does not assess indigent and

must pay some amount they will be jailed and must call their friends and family or visit an ATM to get money

47. If a person cannot pay the entirety of what they have been assessed by Gomanly assign them to be supervised by PPS because they cannot pay their fines and court costs in full

D Q G H Q W H U V D Q 3 2 U G H U R I 3 U R E D W L R Q ' K H U H H E E D I W H U 3  
Defendant Gomanly usually informs defendants that paying in full will save them from going on probation.

48. If a defendant can pay full, the individual pays the Municipal Court and is not referred to probation with PPS

49. Defendant Gomanly does not explain that PPS is a private profit company.

50. The Probation Order does not identify the probation provider or supervisor

51. The Probation Order also does not identify the monthly service fees or total payment due.

52. Instead, the Probation Order generally mandates that probation is supervised until the individual S D \ V K H U 3 I a n d H e F u r W T N e P r o b a t i o n O r d e r a l s o s e t s t h e l e n g t h of the term of probation, the suspended sentence, as well as any other conditions of probation specific to the individual.

53. A standard example of a Probation Order appears below:



monetary sentence or probation fees to PPS

ii. Meeting with PPS and Execution of the PPS Sentence of Probation Form and Enrollment Form after the Sentencing Hearing

57. Individuals assigned to PPS probation then meet with PPS in a separate room of the Municipal Court courthouse.

58. During the meeting, PPS completes a PPS Sentence of Probation Form

59. A Municipal Court magistrate or magistrate supervisor has already signed the PPS Sentence of Probation Form on behalf of Judge Gomany before PPS completes this meeting between PPS and the individual.

60. The PPS Sentence of Probation Form requires PPS to fill in the number of months of probation, which is typically 24 months, even though it regularly specifies a shorter period of 12 months.

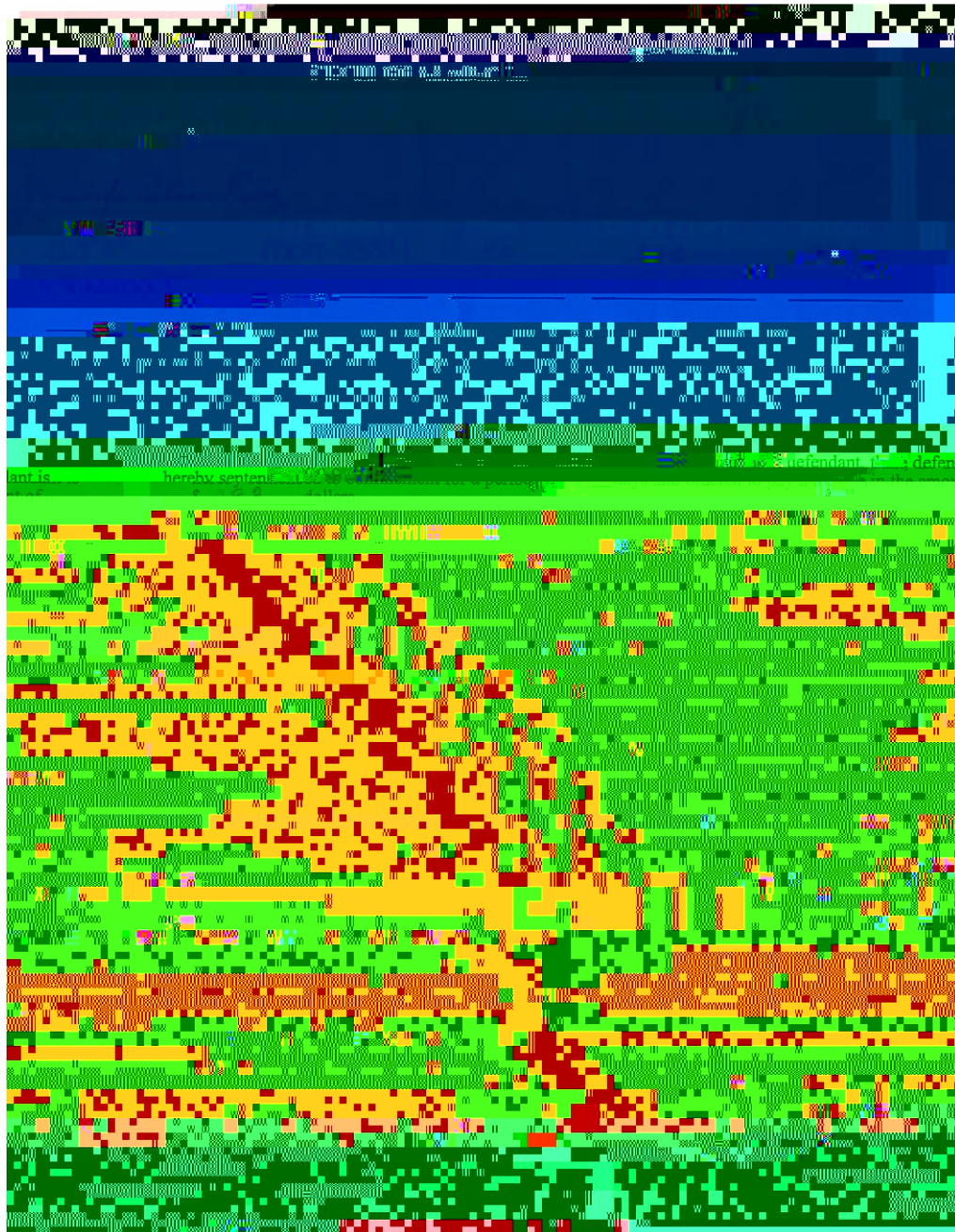
61. The PPS Sentence of Probation Form also requires PPS to specify the amount the probationer must pay PPS each month, including a monthly probation service fee of \$40 to PPS (corrected by hand from a printed version of \$45.00 and the amount of \$30.00 specified in the Contract, see Ex. A at 8), and an amount that goes toward the fines and court costs owed to the Municipal Court, which is at least an additional \$40. By contrast, the Probation Order does not specify an amount to pay.

62. The PPS Sentence of Probation Form specifies

abstain from the use of alcohol or drugs and submit to random testing not drive without a  
Y D O L G G U L Y B y c o n f i r m s O t h e r P r o b a t i o n O r d e r d o e s n o t s p e c i f y t h e s e c o n d i t i o

64. Once PPS completes the Sentence of Probation Form the probationer and PPS sign  
it. Defendant Goman, however, does not further review or approve the Form.

65. A standard PPS Sentence of Probation Form follows:



66. After completing the PPS Sentence of Probation Form, PPS provides the individual with a carbon copy, along with a PPS Enrollment Form, which L G H Q W L I L H V W K H S U R probation officer, the date of her first appointment with PPS, 3 3 6 office hours; and the amount R I W K H S U R E P a y m e n t Q H U ¶ V I L U V W

67. The Enrollment Form also sets forth the following probation conditions, including:

- a. the probationer must report to the probationer officer as directed;
- b. missed appointments can and will result in the issuance of a warrant for the

S U R E D W r i t e s ; a n d U ¶ V D

c. the probationer will be scheduled to report once a month unless he is non compliant with any of the conditions of probation, including payments, in which case the probationer must report weekly with or without payment.

68. At the bottom of the Enr O P H Q W ) R U P 3 3 6 Z D U Q V L Q G L Y L RETURN TO THE COURT OFFICE!!! Your probation appointment is at the [PPS office] O R F D W L R Q O L V W H G D E R Y H ´

69. A typical PPS Enrollment Form follows:

70. The Enrollment Form warns individuals

conditions of their sentence can result in probation revocation and jail time.

71. The Enrollment Form also states that individuals can reschedule their appointments on or before the day of their appointment, except for W K H I L U V W D S S R L Q W P H Q W R U (the date all money is due). In practice however, if a person does not appear on the appointment dates scheduled by PPS, PPS records this as an example of non-compliance for failing to appear. This is true even if the person calls PPS ahead of time to reschedule the appointment.

72. At no point during this separate meeting between PPS and the probationer does 3 3 6 H Y H U H Y D O X D W H W K H S U R E E D W H A R Q R V I H Y R W U H X C or alternatives to payment, such as community service

73. Individuals are also K D Q G H G D 3 . Q R Z < R X U 5 L J K W A S H A R U P I U R L Q G L J H Q W S H U V R Q V F D Q Q R W K D Y H S U R E E D W H A R Q R V I H Y R W U H X C unable to pay . . . d u W R L Q G L J H Q F \ ' P D \ E H H O L J L E O H W R K D Y H W service work A copy of the Know Your Rights form follows:



74. The Know Your Rights form says nothing about waiving the monthly service fee owed to PPS, and PPS does not otherwise al



day.

84. 7KH ³PHHWLQJV´ WDNH SODFH WKURXJK D SD\PHG questions PPS asks involve how much the person can pay that day, and inquiries regarding the next reporting date. The probationer is not required to report any other information to PPS.

85. A photograph representing the payment window and sign sheet follows:

86. Neither during nor between these check appointments does PPS provide any actual rehabilitation services in e 'ñ jr Dš !€e íA°å± I93t•ÄT—v`ÑvÔc1 ± w± Y"±Ã Ç± Y0x±Ã ë

ILUVW 3YLRORVLRQ LQ MDLO' IRU D VHFRQG YLRODWLRQ  
violation.

89. When individuals inform PPS they cannot pay the required amount because they are unemployed or because they do not make enough money, PPS does not help them bring this to WKH & RXU Wof to get the payments paid, including the monthly probation fee that generates profit for PPS

90. When individuals inform PPS they cannot pay the required amount because they are unemployed or because they do not make enough money, PPS does not help them convert their fees and court costs to community service.

91. PPS decides whether to allow individuals to complete community service in lieu of payment while Defendant Goman states he is able to order community service. Those who ask for community service are generally told E \ 336 DQG WKHQ 'HIHQGDQW \*RPD to complete 4-1582e

95. PPS maintains records of appointments and payments within its own systems. This information is not independently reviewed or audited by the Municipal Court.

iii. PPS Relies on Collected Monthly Probation Service Fees to Generate Revenue and Coerces Payments and Prolongs Probation Terms Generate Profit

96. PPS generates significant income from its supervision practices.





Court with any context for these alleged violations, such as the person's inability to pay or that the  
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effectively ensures that the individual will be jailed or assessed additional fines for contempt by  
the Municipal Court, thereby prolonging their term on probation

103.



service instead of payment when individuals request payment alternatives based on their indigency

110. During review hearings, PPS regularly sets the next review date that probationer must

111. Defendant 336 ¶ V UHSUHVHQLVQDWYRQYDCE ¶ XWK 336 ¶ V probaton conditions have severe consequences such as jail time, for individuals on probation Plaintiff Harper, for example, spent five days in jail allegedly missing check appointments, without being informed of the specific appointments she allegedly missed or being given advance QRWLFH DERXW 336 ¶ V Court statements about these appointments. She had an opportunity to contest them. Plaintiff Essig spent 24 hours in jail allegedly for missing checks, even though Ms. Essig had reported for her appointments

112. PPS does not recommend that individuals receive any credit towards what they owe when they serve time in jail and they do not receive any credit. Thus, these jail stays merely reinforce the power PPS has over the probationer, without allowing the individual any relief from the total amount owed.

113. Because of Defendant 336 ¶ V misstatements and representations at review hearings individuals remain on probation with PPS after being released from jail, with the constant threat of jail at future review hearings unless they satisfy PPS with payments.

F. Named Plaintiffs 00.34 212.09 BT 1 0 0 1 413.5 239.93 Tmto Tf 1 0 0 1 100.3at55281108r0BT



123. The Probation Order was largely blank. It said only that she had 90 days of jail probated for 1 year. No additional conditions of probation were defined.

124. A PPS employee, Courtney Waters, escorted her into a room outside of the courtroom.

125. Courtney had in front of her a form. Courtney told Ms. Harper that she must pay PPS \$80 per month, \$40 of which would go to PPS.

126. Ms. Harper started crying because she knew that she would not be able to keep up with the payments and she felt what PPS was doing with the money was wrong and illegal. Ms. Harper was already struggling financially at the time, and she did not have an additional \$80 each month.

127. Ms. Harper had been on private probation with another company, Judicial Corrections Services<sup>3</sup> - & 6 previously when she could not afford to pay what she owed to other courts. She had heard about courts challenging JCS. As far as she knew JCS no longer operated in any municipal courts.

128. Ms. Harper asked how PPS was legal and how it was different than JCS. Courtney told Ms. Harper that what JCS was doing was illegal, and that what PPS does is different.

Harper continued to ask her to explain how it was different. Courtney went to get Municipal

& R X U W 0 D J L V W U D W H 6 K H U U \ % D J J H W W Z K R W R O G 0 V + D

S U R E D M S L H A P Harper continued to cry and ask questions. A police officer came in and told Ms.

+ D U S H U W K D W V K H Z R X O G J R W R M D L O L I V K H G L G Q R W 3 F D

129. When Ms. Harper asked about community service, Courtney said that she had to

G L V F X V V L W Z L W K 5 D F K H O 0 F & R P E V + D U S H U \ V D V V L J Q H G

was set for a week later, on May 12, 2017.

130. Ms. Harper repeated she could not afford the monthly payments and simply wanted to know about alternative options like community service.

131. Courtney gave Ms. Harper a PPS Sentence Probation form and other paperwork, and told Ms. Harper that she would only have to report to PPS monthly if she kept her payments current.

132.





152. Ms. Harper reported for two more appointments, though she was unable to make payments due to the work she had missed earlier in the month.

153. On August 4, 2017, she went to the Municipal Court for another review hearing before Judge Gomany. PPS employee Rachel reported that Ms. Harper had applied for and been accepted at a second job. Ms. Harper explained to Defendant Gomany that she could not take the job because of her responsibility to take care of her son. To save money, she had instead taken on a roommate to help with rent.

154. PPS again did not ask the Municipal Court for community service, but Ms. Harper raised it on her own. Judge Gomany said that the Municipal Court does not offer community service because of liability concerns. When Ms. Harper pointed out that PPS had mentioned the possibility of community service, Judge Gomany inquired if PPS offered community service. Rachel indicated that PPS sometimes allows individuals to complete community service, and said she could talk to Ms. Harper at her next appointment.

155. Rachel then told Ms. Harper to report to PPS the next week and set 0 V + D U S H U ¶ V next court review date for September 1, 2017.

156. Ms. Harper was unable to report in mid-August because she was dealing with a I U L H Q G ¶ V S H U V R Q D O F U M S. Harper called to let PPS know that she was unable to make it and Rachel rescheduled her appointment.

157. Ms. Harper reported again on August 25, 2017. Rachel asked Ms. Harper if she was making a payment. Ms. Harper did not have a payment, and asked if she could discuss community service. ' H V S L W H W K H F R Q Y H U V D W L R Q D W 0 V + D U S H U ¶ V Court could not order community service, Rachel indicated that the Municipal Court would need







168.

174. In total, Ms. Harper has reported to PPS approximately fourteen times to the Municipal Court three additional times, in the four months since she was put on probation. She has consumed a significant amount of her time and money to do so.

175. Ms. Harper has tried to talk to PPS about how she struggles to report weekly and to pay because she does not live or work in Gardendale and often cannot find reliable transportation. But PPS continues to tell her that she has to report each week because she is behind on her payments.

176. PPS has never offered her any services or alternatives to payment based on her limited income, despite her numerous requests.

177. Each time Ms. Harper has reported to the PPS office, she has to sign into a sign sheet and write how much she is paying. At each appointment, PPS only asks her about its money for its monthly fees and her fines and costs, and about when she can report the following week.

178. Ms. Harper is given a receipt after each PPS visit, which indicates how much she paid and how the funds were applied to the PPS fee and her court fines. When she cannot pay, the amount continues to rise each month and now totals hundreds of dollars.

181. Ms. Harper has seen Judge Gomany ask PPS in multiple cases if PPS will take someone back on probation after they have testified that they are noncompliant. PPS has always indicated that they want the person to continue to report, presumably so they can collect fees.

182. Ms. Harper worries that PPS, without any advance notice to her, will report to Judge Gomany at the hearing that she has missed appointments, without explaining which days she has missed to allow her to contest these assertions or explain her efforts to reschedule. She also worries that PPS will inform Judge Gomany that she is noncompliant because she has neither paid nor satisfied her fines and costs.

183. Judge Gomany does not appear to offer any community service from the Municipal Court; Ms. Harper believes she can only access community service if PPS approves it.

184. Ms. Harper worries that she will be under PPS supervision, required to report weekly and be jailed repeatedly at her court dates for years because she is too poor to pay PPS the monthly fees or her fines and costs because she struggles to report weekly.

ii. Jennifer Essig

185. Plaintiff Jennifer Essig does not have a permanent residence and has been living in a motel in Center Point, Alabama with her fiancé for the past six months.

186. Ms. Essig appeared in the Gardendale Municipal Court on July 21, 2017, and pled guilty to trespassing. Judge Gomany sentenced her to a \$50 fine and \$232 in court costs.

187. Judge Gomany then asked Ms. Essig if she could pay the fines and costs in full.

188. Judge Gomany assessed the costs and fine against her prior to placing her on probation.

189. Ms. Essig had been in a serious car accident in May 2017, which required her to wear a back brace and resulted in an inability to walk without difficulty. Because of her condition was visible to Judge Gomany during her court appearance.

190. Judge Gomany handed Ms. Essig a Probation Order form and told her to sign it. Judge Gomany did not inform Ms. Essig that the Probation Order would require a \$40 monthly payment to PPS.

191. Although Ms. Essig told Judge Gomany she was on a fixed income, he did not ask her what monthly payments she could afford.

192.

195. Courtney G L G Q R W D V N D E R X W 0 Vhe \$80 per month fee, or L W \ W did she inform Ms. Essig about the availability of fee waivers, community service, or other alternatives to payment.

196. Courtney had Ms. Essig sign the form, which had already been signed by Rachel McCombs, another PPS employee, ~~and~~ the Municipal Court magistrate supervisor, Sherry Baggett, on behalf of Judge Gomany.

197. Ms. Essig did not return to the courtroom to review the terms of her probation with Judge Gomany, the clerks, or any employee of the Municipal Court.

198. Courtney also presented Ms. Essig with another document on PPS letterhead that V W D W H G 3 0 2 1 7 + / < 3 \$ < 0 ( 1 7 ' 8 ( \$ 7 ) , 5 6 7 \$ h e n a m e o f h e r P P S Q J Z L S U R E D W L R Q R I I L F H U W K H G D W H R I K H U I L U V W D S S R L Q W P H amount of her first payment. This form states that individuals can reschedule their appointments R Q R U E H I R U H W K H G D \ R I W K H L U D S S R L Q W P H Q W D V L G H I U (the date all money is due).

199. Courtney also gave Ms. Essig an informational V K H H W I U R P 3 3 6 W L W O H < 2 8 5 5 , \* + 7 6 « ' document.

200. Ms. Essig gave Courtney her \$40 payment and received a handwritten receipt, but V K H Z D V Q R W W R O G W K D W W K L V S D \ P H Q W Z R X O G E H D S S O not to her court costs and fine.

201. Ms. Essig reported to PPS on July 27, 2017, and paid \$40, bringing her total for the first month to \$80.

202. At her PPS appointment, Ms. Essig received a receipt indicating the total amount R I K H U I L Q H V D Q G F R V W V D V Z H O O D e w a s p a i d t o w a r d s e a c h o f L V L R C

these line items; and her outstanding balance. The receipt showed that PPS had added an

210.



218. While reporting, Ms. Essig often saw a line of other people waiting to report and pay.

219. In total, Ms. Essig paid PPS \$160 in supervision fees for a probation period that lasted just under two and a half months, from July 21, 2017, to October 3, 2017.

220. Ms. Essig paid \$82 in fines and costs to the court, which is \$100 more than she was sentenced to pay by Judge Gomany.

#### V. CLASS ALLEGATIONS

221. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), Plaintiff Harper seeks to certify a class related to Claims One, Two, and Three of the Complaint for which she seeks declaratory and injunctive relief. This proposed Class is defined as All individuals who are now or who will in the future be supervised by PPS cases in the Gardendale Municipal Court and are required to pay monthly probation fees to PPS.

222. This action satisfies the numerosity, commonality, typicality, and adequacy requirements of Rule 23(b)(a) and (b)(2).

223. Rule 23(a)(1), Numerosity The precise size of the class is unknown but is substantial. For example, PPS reported after starting its operation in Gardendale in 1998 that it had supervised 232 people on probation in its first six months. On the given day in 2017, Plaintiff Harper observed that 15 people reported for probation in just one hour based on her review of one recent sign-in sheet at the PPS office. .77 452.83 Tm [(lass )-6] TJ] ET BT

224. Rule 23(a)(2), Commonality Plaintiff Harperraiseclaims based on questions of law and fact that are common



Harpersucceed L Q W K H F O D L P W K D W ' H I H Q G D Q W V ¶ S R O L F L H V D Q G  
rights, that ruling will likewise benefit every other member of the proposed Class.

230. Rule 23(a)(4), Adequacy Plaintiff will fairly and adequately protect the interests of the proposed Class. Plaintiff has no interests separate from, or in conflict with, those of the proposed Class she seeks to represent as a whole, and she seeks equitable relief on behalf of the entire proposed Class that she seeks to represent.

231. Rule 23(g), Class Counsel Plaintiff Harper is represented by attorneys from the Southern Poverty Law Center who have experienced class action litigation involving civil rights law, as well as experience litigating policies and practices in municipal courts that are unconstitutional. Counsel has the resources, expertise, and experience to prosecute this action.

232. Rule 23(b)(2): Each Defendant has acted on grounds generally applicable to the proposed Class, making declaratory and injunctive relief with respect to the proposed Class as a whole appropriate and necessary. Specifically, through the policies, practices, and procedures that make up the probation and debt collection scheme at issue Defendants have acted pursuant to the Contract as well as the PPS drafted and executed Sentence of Probation Form in a manner that is generally applicable to the proposed Class.

233. A declaration that 3 3 6 ¶ V V X S H U Y L V L Harper and proposed Class I I members while maintaining a personal financial conflict of interest, violates the Fourteenth Amendment' X H 3 U R F H V V & O D X V H D V Z H O O D V D Q L Q M X Q F W L R Q cases in which PPS is supervising probation would benefit every member of the proposed Class. The same is true for a declaration that the Contract is void and its enforcement should be enjoined because it violates the Due Process Clause of the Fourteenth Amendment and Alabama law.





244. The Contract entered into by PPS and a former Municipal Court judge and approved by the former

authorize such a municipal probation fee to be charged.

252. Because the contract violates public policy, it is void and unenforceable.

253.



b. certification of Plaintiff + D U S P P S E C as under Rules 23(a) and (b)(2) of the Federal Rules of Civil Procedure in connection with the First, Second, and Third Claims for Relief;

c. an award of declaratory and injunctive relief against Defendant on behalf of Plaintiff Harper and on the behalfs of the certified Class in connection with the First, Second, and Third Claims for Relief;

d. an award of damages, including punitive damages, to Plaintiffs and against Defendant PPS under the Fourth Claim for Relief;

e. an award of prevailing party costs, including attorney fees; and

f. such other relief as the Court deems just and appropriate.

TRIAL BY JURY IS DEMANDED ON FOURTH CLAIM FOR RELIEF.

DATED this October 23, 2017

Respectfully submitted,

/s/ Sara Zampierin  
Sara Zampierin

CERTIFICATE OF SERVICE

I hereby certify that arrangements have been made to deliver a true and correct copy of the foregoing by hand delivery to the following parties, at the below addresses:

Professional Probation Services, Inc.  
c/o C T Corporation System, Registered Agent  
2 North Jackson St., Ste. 605  
Montgomery, Alabama 36104

City of Gardendale, Alabama  
c/o City Clerk Melissa Honeycutt  
925 Main Street  
Gardendale, Alabama 35071

Kenneth Gomany in his official capacity as Judge of the Gardendale Municipal Court  
Gardendale Municipal Courthouse  
1309 Decatur Highway  
Gardendale, Alabama 35071

I further certify that true and correct courtesy copies of the foregoing will be sent via electronic mail to the following:

Hon. Kenneth Gomany  
Gardendale Municipal Court Judge  
kengomany@bellsouth.net

J. Ken Thompson  
Gardendale City Attorney  
kent@jkentthompsonlaw.com

Thomas S. York  
Corporate Counsel to Private Probation Services, Inc.  
tyork@ppsinfo.net

Formal proof of service will be filed with the Court when completed.

DATED this October 23, 2017

/s/ Sara Zampierin  
Sara Zampierin