

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DYLAN GEERTS, et al.,)	
)	
Plaintiffs,)	
)	
v.)	No. 3:17-cv-01014
)	
RUTHERFORD COUNTY, TENNESSEE,)	
)	
Defendant.)	

ORDER

Pending before the Court is the Parties’ Agreed Motion for Preliminary Approval of Class Settlement Agreement and Request for Setting of Fairness Hearing and Approval of Fairness Hearing Notice (the “Motion”). (Doc. No. 221). In the Joint Motion, the Parties¹ request the following: preliminarily approve the Settlement Agreement; set a date for the Fairness Hearing; and approval of the Notice of the Fairness Hearing.

The Court has reviewed the Motion, the Settlement Agreement and all exhibits thereto and makes the following findings:

1. The Parties, agree and together, seek entry of the relief requested in the Settlement Agreement, as follows: (1) plaintiffs Kazmere Watts, A.B., by and through her next friend, Sandra Brien, J.B., by and through next friend, Jacqueline Brinkley, and Dylan Geerts (“Named Plaintiffs” and/or “Class Representatives”), individually and on behalf of the Classes; and (2) defendant Rutherford County, Tennessee (“Rutherford County”) (collectively Named Plaintiffs/Class Representatives and Rutherford County shall be referred to as the “Parties”).

¹ Unless otherwise provided herein, all capitalized terms herein shall have the meanings ascribed to them in the Settlement Agreement (Doc. No. 221-1).

2. Named Plaintiffs, other than Dylan Geerts, filed the initial lawsuit in the United States District Court for the Middle District of Tennessee as a proposed class action (Case No. 3:16-cv-01975) with their guardians Kanisa Davis, Sandra Brien, and Jacqueline Brinkley, against Defendants Murfreesboro Police Officer Chrystal Templeton, Rutherford County, Tennessee, and the City of Murfreesboro, Tennessee. The claims against Defendant Templeton were severed, and the claims against City of Murfreesboro were dismissed, leaving Rutherford County as the sole defendant in Case No. 3:16-cv-01975. On July 7, 2017, Dylan Geerts filed the second lawsuit against Rutherford County (Case No. 3:17-cv-1014). Following a consolidation, the two lawsuits are now proceeding together as a single case under Case No. 3:17-cv-1014. Both lawsuits are referred to herein together as the “Litigation”, as defined in Section 2.30 of the Settlement Agreement.

3. Essentially, Named Plaintiffs allege that two policies Rutherford County followed in relation to arresting and detaining juveniles violated those juveniles’ state law and federal constitutional rights. First, Named Plaintiffs alleged that Rutherford County maintained a de facto policy requiring all juveniles charged with any delinquent or unruly offense be taken into custody and delivered to the Rutherford County Juvenile Detention Center (“RCJDC”). Named Plaintiffs asserted state-law false arrest claims alleging that this policy violated Tennessee state law, and in particular Tenn. Code Ann. §§ 37-1-113 and 40-7-103. Second, Named Plaintiffs alleged that Rutherford County maintained a de facto policy (sometimes called the “Filter System”) of placing juveniles in secure detention at the RCJDC in violation of state law restrictions permitting secure detention of juveniles only under the circumstances set forth in Tenn. Code Ann. § 37-1-114(c). Named Plaintiffs asserted federal civil rights claims under 28 U.S.C. § 1983, alleging that this

policy violated their procedural and substantive due process rights under the Fourteenth Amendment to the U.S. Constitution.

4. Named Plaintiffs, on behalf of themselves and the purported class, filed a motion seeking class action certification pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), and Rutherford County filed a response opposing such certification. As of the date hereof, the Court has not yet ruled on this motion. Additionally, Rutherford County has filed two motions for summary judgment, and Named Plaintiffs filed responses in opposition. The Motions for Summary Judgment remain pending as of the date hereof.

5. The terms of the Settlement Agreement resulted from intense, court-ordered negotiations between the Parties that began in May 2019 and culminated with an agreement in principle in December 2020. The negotiations were conducted under the supervision of a private mediator, C.A. Gonzalez, a member of the bar from Atlanta, GA. Based upon submissions filed in this cause, the Court concludes that the Settlement Agreement was the result of an arm's length negotiation between experienced counsel for the Parties and not the product of overreaching or fraud.

6. The Parties submitted the Settlement Agreement to the Court as an exhibit to their Motion.

7. For purposes of settlement only: (a) Kyle Mothershead, Mark J. Downton and Frank Brazil are **APPOINTED** Class Counsel; and, (b) the Named Plaintiffs are **APPOINTED** Class Representatives. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Named Plaintiffs will adequately protect the interests of the Classes defined below. In particular, the Court finds that Class Counsel have all handled complex federal court litigation involving civil rights, specifically including class

action litigation against this Defendant related to its juvenile detention policies and adult probation procedures. Class Counsel's filings reflect their diligence and expertise.

8. For purpose of settlement only, the Court **CONDITIONALLY CERTIFIES** the following Classes as defined in the Settlement Agreement:

The "Arrest Class" shall mean and include all persons who at any time up and until the date of the Preliminary Approval Order were taken into custody by a Rutherford County Sheriff's deputy and transported to the Rutherford County Juvenile Detention Center (RCJDC) for either a juvenile unruly or a juvenile misdemeanor delinquent offense, where (a) such person was taken into custody on or after July 26, 2016 or the person was born on or after July 26, 1998, and (b) such person meets all of the other criteria set forth in the Settlement Agreement²; and

² Such criteria are as follows: (1) Such person was not taken into custody pursuant to an order of the Juvenile Court directing that the person be taken into custody based on findings that a summons would be ineffective due to the particular circumstances of the person's case; (2) Such person was not charged with a delinquent offense that would have been classified as a felony under Tennessee law if the person had been an adult; (3) Where such person was taken into custody based on a misdemeanor delinquent charge, such person was not alleged to have been in the presence of law enforcement when the person committed the alleged delinquent offense for which they were arrested; (4) Such person was not taken into custody in connection with a formal allegation that such person was a neglected, dependent or abused child, and alleging that either (A) the child's detention or shelter care was required because the child was subject to an immediate threat to the child's health or safety to the extent that delay for a hearing would be likely to result in severe or irreparable harm, or (B) the child may have absconded or been removed from the jurisdiction of the court; and, in either case, (C) there was no less drastic alternative to removal of the child from the custody of the child's parent, guardian, legal custodian or the person who physically possesses or controls the child available that would reasonably and adequately protect the child's health or safety or prevent the child's removal from the jurisdiction of the court pending a hearing; (5) The records do not document that such person was, at the time of arrest, a "runaway." "Runaway" means any person under eighteen (18) years of age who is away from the home or residence of such person's parents or guardians without such parents' or guardians' consent. "Runaway" does not include persons under eighteen (18) years of age who lawfully reside with a close relative or those attending educational institutions, or those placed by court order, on a contractual agreement with a parent or guardian; (6) Such person was not charged with the offense of stalking; (7) The records do not document that such person was taken into custody based on reasonable grounds to believe that the person had attempted to commit suicide; (8) Such person was not charged with committing a traffic offense in connection with a traffic accident involving either personal injury or property damage of at least \$1,000; (9) Such person was not charged with driving under the influence of an intoxicant or otherwise committing an offense under Tenn. Code Ann. § 55-10-401; (10) Such person was not charged with committed a crime involving domestic abuse; (11) The records do not allege that (A) such person was a driver in a motor vehicle accident resulting in serious bodily injury or death, or (B) such person did not have a valid driver license at

The “Detention Class” shall mean and include all persons who at any time up and until the date of the Preliminary Approval Order were on a juvenile delinquent or unruly charge admitted, subjected to and confined in secure detention at the RCJDC prior to a detention hearing, where (a) such person was born on or after October 14, 1997, or such secure detention occurred at any time from and after October 14, 2015 until the date of the Preliminary Approval Order, and (b) the person’s circumstances at the time of such detention meet all the criteria set forth in the Settlement Agreement.³

the time of the accident, or (C) such person did not have evidence of financial responsibility at the time of the accident as required by § 55-12-139; (12) Such person was not charged with violating the terms of probation, home placement supervision, or diversion; (13) Such person was not charged with violating the terms of a valid court order; (14) The person was not alleged to be an escapee from a secure juvenile facility or institution; (15) The person was not wanted in another jurisdiction for an offense that, if committed by an adult, would be a felony in that jurisdiction; and, (16) The person was not alleged to have committed a public offense or threatened breach of the peace in the presence of law enforcement (the terms “public offense” and “breach of peace” in the Agreement carry the same meaning as the terms have in Tennessee Code Annotated § 40-7-103).

³ Such criteria are as follows: (1) The person was not charged with a crime against a person resulting in and having as one of its statutory elements the serious injury or death of the victim or involving the likelihood of serious injury or death to such victim, or the unlawful possession of a handgun or carrying of a weapon, as prohibited by T.C.A., title 39, chapter 17, part 13, and in particular not any one or more of the following delinquent offenses (paragraph (1) shall be interpreted and applied consistently with Tennessee Code Annotated §§ 37-1-114(c)(1)(A) and (B)): Aggravated Assault, T.C.A. § 39-13-102; Vehicular Assault, T.C.A. § 39-13-106; Aggravated Vehicular Assault, T.C.A. § 39-13-115; Criminal homicide, T.C.A. § 39-13-201; First Degree murder, T.C.A. § 39-13-202; Second Degree murder, T.C.A. § 39-13-210; Voluntary manslaughter, T.C.A. § 39-13-211; Criminally negligent homicide, T.C.A. § 39-13-212; Vehicular homicide, T.C.A. § 39-13-213; Reckless homicide, T.C.A. § 39-13-215; Assisted suicide, T.C.A. § 39-13-216; Aggravated vehicular homicide, T.C.A. § 39-13-218; Robbery, T.C.A. § 39-13-401; Aggravated robbery, T.C.A. § 39-13-402; Especially aggravated robbery, T.C.A. § 39-13-403; Aggravated rape, T.C.A. § 39-13-502; Rape, T.C.A. § 39-13-503; Aggravated sexual battery, T.C.A. § 39-13-504; Sexual battery, T.C.A. § 39-13-505; Aggravated Arson, T.C.A. § 39-14-302; Prohibited weapons, T.C.A. § 39-17-1302; Unlawful carrying or possession of weapon, T.C.A. § 39-17-1307; Carrying weapons on school property, T.C.A. § 39-17-1309; Carrying weapons on public parks, playgrounds, civic centers, and other public recreational buildings and grounds, T.C.A. § 39-17-1311; Handgun possession prohibited, T.C.A. § 39-17-1319; or, Possession of handgun while under the influence, T.C.A. § 39-17-1321; (2) The person was not charged with a delinquent offense categorized as a felony under Tennessee law, probation violation, or aftercare violation while the person: was already on probation; or was already awaiting court action on a previously alleged delinquent offense; or was alleged to have escaped or absconded from a juvenile facility, institution, or other court-ordered placement; or, had, within the previous twelve months, failed to appear at any juvenile court hearing or been charged with committing a violent felony delinquent offense involving a risk of serious bodily injury or death; or, had, within the previous

9. The Court preliminarily finds, subject to the Fairness Hearing to be held by this Court as described below, that solely within the context of and for the purposes of settlement only, that the Arrest Class and the Detention Class (together the “Classes”, as further defined in Section 2.13 of the Agreement) satisfy the requirements of Rule 23(b) of the Federal Rules of Civil Procedure, and specifically that: the Classes are so numerous that joinder of all members is impracticable; there are questions of fact and law common to each Settlement Class; the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives will fairly and adequately protect the interests of the member of the Classes; common questions of law or fact predominate over questions affecting individual members; and, a class action is a superior method for fairly and efficiently adjudicating the Litigation.

10. Should the Settlement Agreement not receive the Court’s final approval, should final approval be reversed on appeal, or should the Settlement Agreement otherwise fail to become effective, the Court’s grant of class certification shall be vacated, and the Class Representatives would once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Classes for settlement purposes nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

twelve months, been adjudicated delinquent of a felony delinquent offense; (3) No court order was issued within 24 hours of the detention, excluding nonjudicial days, documenting “special circumstances” that justified the person’s secure detention based on a risk of immediate harm to the person due to issues of dependency, neglect, or abuse if they were not securely detained; (4) The person was not alleged to be an escapee from a secure juvenile facility or institution; (5) The person was not wanted in another jurisdiction for an offense that, if committed by an adult, would be a felony in that jurisdiction; and, (6) The person was not charged with violating a “valid court order” that was already in effect prior to the instant charge giving rise to the detention, and was not a runaway from another jurisdiction.

11. The Court also preliminarily finds that on its face the Settlement Agreement provides the Arrest Class and Detention Class with appropriate relief sought, including significant money damages. It is noted that this is a preliminary finding by the Court that is subject to further filings and consideration and shall not be considered final until the Court conducts a Fairness Hearing and issues a Final Approval Order. On the face of the Settlement Agreement, and if finally approved the Court, Defendant agrees to total financial payments up to a maximum amount of, and not to exceed in any event, Eleven Million Dollars and no/100 (\$11,000,000.00).

a. The total financial payments include funds for a Maximum Arrest Class Settlement Fund in the sum of Five Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and 67/100 (\$516,666.67) to pay compensable arrest claims approved pursuant to the terms of the Settlement Agreement. Defendant's total payments to the Arrest Class approved claimants shall in no event exceed the amount of funds in the Maximum Arrest Class Settlement Fund. Moreover, as this is a claims-made settlement, the Arrest Class approved claimants, as a whole, may receive less than the maximum amount. However, the Arrest Class approved claimants as a whole shall in no event receive in total less than the sum of the Minimum Arrest Class Settlement Fund, which is One Hundred Twenty-Nine Thousand One Hundred and Sixty-Six Dollars and 67/100 (\$129,166.67). The amount paid to the Arrest Class approved claimants will depend on the final number of Approved Arrest Claims.

b. The total financial payments include funds for a Maximum Detention Class Settlement Fund in the sum of Seven Million Two Hundred Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and 33/100 (\$7,233,333.33) to pay compensable detention claims approved pursuant to the terms of the Settlement Agreement. Defendant's

total payments to the Detention Class approved claimants shall in no event exceed the amount of funds in the Maximum Detention Class Settlement Fund. Moreover, as this is a claims-made settlement, the Detention Class approved claimants as a whole may receive less than the maximum amount. However, the Detention Class approved claimants, as a whole, shall in no event receive in total less than the sum of the Minimum Detention Class Settlement Fund, which is One Million Eight Hundred and Eight Thousand Three Hundred and Thirty-Three Dollars and 33/100 (\$1,808,333.33). The amount paid to Detention Class Members will depend on the final number of Approved Detention Claims.

c. The total financial payments include funds in the amount not to exceed Two Hundred Ninety Thousand Dollars and no/100 (\$290,000.00) for the use of the Settlement Administration (“Settlement Administration Funds”), with Defendant in no event to be responsible for the payment of any additional funds for the administration of the settlement. Any part of the Settlement Administration Funds that are not used shall be returned to Defendant.

d. The total financial payments include funds in the amount not to exceed One Hundred Ten Thousand Dollars (\$110,000.00) as an award to reimburse Class Counsel for costs and expenses incurred in prosecuting the Litigation. Class Counsel has agreed that in no event shall their application for costs and expenses exceed this maximum amount and, in any event, it will not accept more than this maximum amount even if awarded by the Court. As part of the Settlement Agreement, Defendant has agreed that the award of costs and expenses in the foregoing amount is reasonable and will not challenge Class Counsel’s application for reimbursement of costs and expenses in this amount.

e. The total financial payments include funds in the amount not to exceed Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00) for Class Counsels' fees ("Maximum Fee Award"). It should be noted that while the Parties have agreed that Class Counsel may seek a Fee Award in an amount that will in no event exceed the Maximum Fee Award from the Court as part of the Settlement Agreement, Defendant has not agreed that the Maximum Fee Award is reasonable or appropriate, and Defendant has specifically reserved the right to object to the amount of the Fee Award sought by Class Counsel. Further, Class Counsel agrees that in no event will it seek, be entitled to, or accept a Fee Award that is greater than the Maximum Fee Award.

f. The total financial payments include funds in the amount not to exceed, subject to the approval of the Court, Twenty-Five Thousand Dollars (\$25,000.00) in service awards for each of the four (4) Named Plaintiffs in recognition of their efforts on behalf of the Classes.

12. The Court also preliminarily finds that on its face the Settlement Agreement provides the Arrest Class and Detention Class with appropriate permanent injunctive relief. Specifically, if the Settlement Agreement is approved after the Fairness Hearing, a permanent injunction will be entered enjoining Rutherford County from using the Filter System, as defined in the Settlement Agreement, to determine whether juveniles arrested shall be detained in the Rutherford County Juvenile Detention Center pending a detention hearing conducted by the Rutherford County Juvenile Court, and enjoining Rutherford County to follow the requirements set forth in T.C.A. §37-1-114(c), as long as it is in place and remains applicable, to guide its detention decisions at Rutherford County Juvenile Detention Center prior to the detention hearing. (See Doc. No. 221-1, Settlement Agreement, Section 10.2 (the "Permanent Injunction")). This

Permanent Injunction will not apply to juveniles detained at RCJDC pursuant to detention decisions made by jurisdictions outside of Rutherford County. In addition to the Permanent Injunction, the Settlement Agreement also requires Rutherford County to provide reports and/or information to Class Counsel for monitoring purposes. (Id., Section 10.3).

13. For all these reasons, the Court preliminarily finds, subject to consideration of any objections timely filed by a Class Member, argument presented at the Fairness Hearing, and any other information appropriately provided to this Court, that the Settlement Agreement is fair, reasonable and adequate to all concerned.

14. The Settlement Agreement also describes the Notice to be provided to the Classes, how the Notice will be published, and attaches the proposed Notice as an exhibit. (Doc. No. 221-1 §§ 2, 6, 7). The Parties move this Court to approve the Notice as part of this Motion.

15. Following preliminary approval of a class settlement, putative class members must be notified of the settlement. See Fed. R. Civ. P. 23(e)(1). “The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Id. “[N]otice must ... fairly apprise ... prospective members of the class of the terms of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interests.” Gooch v. Life Investors Ins. Co. of Am., 672 F.3d 402, 423 (6th Cir. 2012) (quoting UAW v. Gen. Motors Corp., 497 F.3d 615, 630 (6th Cir. 2007) (internal quotation marks omitted)). To meet this standard, a class notice should “inform the class members of the nature of the pending action, the general terms of the settlement, that complete and detailed information is available from the court files, and that any class member may appear and be heard at the hearing.” Kinder v. Meredith Corp., 2016 WL 454441, at *3 (E.D. Mich. 2016) quoting Newburg on Class Actions § 8:17 (5th ed.).

16. The Notice is appropriate and reasonable. It includes the following information: a brief statement of the claims released by the Classes; the date of the Fairness Hearing; a description of the proposed settlement; the deadline for submitting objections to the settlement; information about how to obtain a copy of the Settlement Agreement; the information that must be contained in any objection; attendance at the Fairness Hearing, including the date and time; and, contact information for all counsel to the case, along with directions to contact Class Counsel if they have any questions.

17. Contingent upon the entry of this preliminary approval order, the Parties have contracted with Settlement Services, Inc. (SSI) to serve as the Settlement Administrator as that term is defined in the Settlement Agreement. To perform its role as Settlement Administrator, SSI necessarily must have access to information regarding potential class members that is otherwise confidential under federal or state law. The Court finds that good cause exists for SSI to have access to such confidential material to administer its roles as Settlement Administrator and the Settlement Administrator shall be bound by the Protective Order filed in the previous case number 3:16-cv-1975 as Doc. No. 95, Agreed Protective Order.

18. The method by which the Notice is proposed to be published and/or distributed also is reasonably calculated to reach members of the Class. The Parties seek Court approval to publish and/or distribute the Notice by several means. As stated above SSI will serve as a third-party Settlement Administrator and up to \$290,000.00 is to be paid by Defendants for the administration of the settlement. (See Doc. No. 221-1, Settlement Agreement, §7.1.) The Settlement Administrator will, among other things, oversee providing notice of the proposed Settlement to potential Class Members. (Id., §6.1.) Under the terms of the Settlement Agreement, notice will be provided in a number of ways. First, based upon a list provided by Class Counsel identifying

persons they believe are likely to be Class Members (the “Class List”), the Claims Administrator shall mail the Notice, via first-class U.S. Mail to the persons on the list within ten (10) calendar days of the issuance of this Order (the “Preliminary Approval Order”). (Id., §6.2(a)). This mailing will be made to the last known address(es) of the persons on the list or updated addresses located by the Settlement Administrator using the United States Postal Service’s National Change of Address database and/or LexisNexis tracing. (Id.) Second, the Settlement Administrator will build and host a website that includes copies of the Preliminary Approval Order, Notice and the Claim Forms for use by potential Class Members. (Id., §6.2(b)). Third, the Settlement Administrator shall perform a LexisNexis trace to locate and identify e-mail addresses for the potential Class Members listed on the Class List. (Id., §6.2(c)). Using the traced email addresses, the Settlement Administrator will e-mail the Notice to all potential Class Members on the Class List, and the e-mail will direct the persons to the Website for more information about the case and how to submit a claim. (Id.). Fourth, the Settlement Administrator shall perform a LexisNexis trace to locate cell phone numbers for the potential Class Members listed on the Class List for whom phone numbers are not already provided. (Id., §6.2(d)). Using the phone numbers on the Class List or the traced phone numbers, the Settlement Administrator will attempt to send three text messages, one per day on three separate days, to each potential class member on the Class List, and the text will direct the Class Member to the Website via a hyperlink for more information about the case and how to submit a claim. (Id.) The Settlement Administrator shall cause to be published in the Daily News Journal (a local Rutherford County newspaper) an advertisement designed to inform readers of the general nature of this settlement and directing readers to the web address www.rutherfordjuvenilesettlement.com for full details. The advertisement shall be published in

two (2) hard copy editions of the paper, with one running on a Sunday and the other running on a Wednesday. (Id., §6.2(e)).

For the reasons stated herein, the Motion is **GRANTED**. Accordingly, the Court orders as follows:

1. The Settlement Agreement is preliminarily approved subject to the Court conducting a Fairness Hearing;

2. For purposes of the settlement only, the Court conditionally certifies the Arrest Class and Detention Class, as defined above and as set forth in the Settlement Agreement;

3. The Fairness Hearing to consider whether the Settlement Agreement shall be finally approved is hereby set for **December 3, 2021**, at 9:30 a.m.

4. The parties proposed Notice of the Fairness Hearing, attached to this Preliminary Approval Order as Exhibit 1 and incorporated by reference, is approved;

5. In its role as Settlement Administrator, SSI is hereby authorized to receive from Class Counsel and Defendant's Counsel the information described in the Settlement Agreement. SSI is bound by the Protective Order filed in the previous case number 3:16-cv-1975 as Document 95, Agreed Protective Order;

6. The parties are directed to publish and distribute the Notice and/or copies of the Settlement Agreement as follows:

a. Within three (3) calendar days of the issuance of this Preliminary Approval Order, Class Counsel shall provide to the Settlement Administrator, via e-mail or secure upload, an Excel spreadsheet (the "Class Spreadsheet") that includes the following information regarding the Class List: name, last known address, phone number, social security number; parents' (or legal guardian's) name(s) as documented in the files of the

Rutherford County Juvenile Court, Rutherford County Sheriff's Office, or Rutherford County Juvenile Detention Center; and, if available, e-mail addresses.

b. The Parties are to ensure, pursuant to their contract with the Settlement Administrator, to mail the Notice, via first-class U.S. Mail, to the persons on the list within ten (10) calendar days of the issuance of this Preliminary Approval Order. This mailing will be made to the last known address(es) of the persons on the Class List or using updated addresses located by the Settlement Administrator using the United States Postal Service's National Change of Address database.

c. The Parties are to ensure, pursuant to their contract with the Settlement Administrator, that the Settlement Administrator builds and hosts a website (the "Website") that includes copies of the Preliminary Approval Order, Notice and the Claim Forms for use by potential Class Members.

d. The Parties are to ensure, pursuant to their contract with the Settlement Administrator, that the Settlement Administrator perform a LexisNexis trace to locate and identify e-mail addresses for the potential Class Members listed on the Class List. Using the traced email addresses, the Settlement Administrator will e-mail the Notice to all potential Class Members on the Class List for whom e-mails were located, and the e-mail will direct the persons to the Website for more information about the case and how to submit a claim.

e. The Parties are to ensure, pursuant to their contract with the Settlement Administrator, that the Settlement Administrator perform a LexisNexis trace to locate cell phone numbers for the potential Class Members listed on the Class List for who phone numbers are not already provided in the Class List. Using the phone numbers on the Class

List or the traced phone numbers, the Settlement Administrator will send three text messages, one per day on three separate days, to each potential class member on the Class List, and the text will direct the Class Member to the Website via a hyperlink for more information about the case and how to submit a claim.

f. The Parties are to ensure, pursuant to their contract with the Settlement Administrator, that the Settlement Administrator cause to be published in the Daily News Journal (a local Rutherford County newspaper) an advertisement designed to inform readers of the general nature of this settlement and directing readers to the web address www.rutherfordjuvenilesettlement.com for full details. The advertisement shall be published in two (2) hard copy editions of the paper, with one running on a Sunday and the other running on a Wednesday.

g. At least fourteen (14) calendar days before the Fairness Hearing, Counsel for the Parties shall provide a declaration to the District Court attesting that Notice has been disseminated consistent with the Settlement Agreement.

IT IS SO ORDERED.



WAVERLY D. CRENSHAW, JR.
CHIEF UNITED STATES DISTRICT JUDGE