

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

<b>DYLAN GEERTS, ET AL..</b>	)	
	)	
<b>PLAINTIFFS,</b>	)	<b>NO. 3:17-1014</b>
<b>v.</b>	)	
	)	<b>CRENSHAW/ HOLMES</b>
<b>RUTHERFORD COUNTY, TENNESSEE,</b>	)	
<b>DEFENDANT.</b>	)	

**SETTLEMENT AGREEMENT AND RELEASE**

The Settlement Agreement and Release (“Settlement Agreement” and/or “Agreement”), dated June 7, 2021, is made and entered into by and among Named Plaintiffs K.W., A.B., by and through her next friend, Sandra Brien, J.B., by and through his next friend, Jacqueline Brinkley, and Dylan Geerts, on behalf of themselves and of all members of the Arrest Class and the Detention Class (the “Classes”), and Defendant Rutherford County, Tennessee, all of whom are Parties to the Litigation, as those terms are defined in Sections 2.5, 2.6, 2.12, 2.13 2.17, 2.20, 2.30, and 2.40, of the Agreement.

The Agreement, and all associated exhibits or attachments hereto, which are specifically incorporated herein by reference, are made for the sole purpose of settling the Litigation and are made in compromise of disputed claims. Because the Settlement Agreement settles the Litigation on a class-wide basis, it must receive preliminary and final approval from the United States District Court, Middle District of Tennessee, Nashville Division (the “Court”).<sup>1</sup> Accordingly, the Parties enter into the Agreement on a conditional basis. If the Court does not enter the Final Approval Order or the Final Judgment entered by the Court materially alters the Final Approval Order or the

---

<sup>1</sup> Terms are defined throughout both the body of this Settlement Agreement and Release, as well as in Section 2, and all such terms shall have the meaning ascribed to them therein.

Agreement referenced herein, including but not limited to alterations of appeal and subsequent rulings by appellate courts, this Agreement shall be deemed null and void *ab initio*<sup>2</sup>; it shall have no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and the entry of the Agreement shall remain subject to the provisions of Federal Rules of Evidence 408, and any other analogous common law or rules of evidence that are applicable.

Defendant denies all the Named Plaintiffs' claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief. Defendant also denies the class allegations asserted in the Litigation and denies that the claims asserted in the Litigation could or should be certified as a class other than for settlement purposes. Defendant specifically denies that it has violated the Constitution of the United States, the Constitution of the State of Tennessee, any laws or statutes, regulations, or guidelines promulgated pursuant to any statute, or any other applicable laws, regulations, or legal requirements, including common law. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any violations or failures to comply with any applicable duty, obligation and/or law. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be admissible as evidence in the Litigation, or any other action or legal proceeding, in any manner whatsoever, except as necessary in a proceeding to enforce the terms of this Agreement.

---

<sup>2</sup> Except to the effect that its terms have already been actuated, specifically referring to funds paid for claims administration.

## 1. DESCRIPTION OF LITIGATION

Minor children K.W.,<sup>3</sup> A.B., and J.B. filed the initial lawsuit in the United States District Court for the Middle District of Tennessee (the “Court”) 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 further defined in Section 2.31 of the Settlement Agreement.

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 was in violation of 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.

---

<sup>3</sup> K.W. is no longer a minor. [See Order Granting Motion to Substitute Party, Doc. No. 214.]

§ 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.

Named Plaintiffs, on behalf of themselves and the purported classes, 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, contested by Plaintiffs, which are still pending as of the date hereof.

## **2. DEFINITIONS**

As used in the Settlement Agreement, the following terms have the meanings specified below:

**2.1. “ACM Arrests”** means arrests of juveniles falling within the definition of the Arrest Class as defined in Section 5.1 of the Agreement, and as set forth in Section 9.1(a) hereof.

**2.2. “Approved Arrest Claim”** means an Arrest Claim Form submitted by an Authorized Person that: (a) is a Valid Claim Form; (b) is submitted on or before the Claims Deadline and in accordance with the directions on the Arrest Claim Form; (c) is signed by an Authorized Person, physically or electronically, subject to the penalties of perjury; (d) contains information that is complete, truthful and accurate; and, (e) based upon the information set forth in the completed Arrest Claim Form and supported by reliable documentation, there has been a Final Determination, pursuant to Section 8 of the Agreement, that the claimant with respect to the Arrest Claim Form meets the definition of the Arrest Class set forth in Section 5.1 of the Agreement and, thus, the Arrest Class Member has a compensable claim under the terms of this Agreement for an ACM Arrest.

**2.3. “Approved Detention Claim”** means a Detention Claim Form submitted by an Authorized Person that: (a) is a Valid Claim Form; (b) is submitted on or before the Claims Deadline and in accordance with the directions on the Detention Claim Form; (c) is signed by an Authorized Person, physically or electronically, subject to the penalties of perjury; (d) contains information that is complete, truthful and accurate; and, (e) based upon the information set forth in the completed Detention Claim Form and supported by reliable documentation, there has been a Final Determination, pursuant to Section 8 of the Agreement, that the claimant with respect to such Detention Claim Form meets the definition of the Detention Class set forth in Section 5.2 of the Agreement and, thus, the Detention Class Member has a compensable claim under the terms of this Agreement for a DCM Detention.

**2.4. “Arrest Claim Form”** means the document substantially in the form attached hereto as Exhibit 1, as approved by the Court. The Arrest Claim Form shall be available in paper and electronic format. In order to pursue a claim for compensation under this Agreement for an ACM Arrest, an Authorized Person must complete and submit an Arrest Claim Form as provided for in this Agreement. Each timely submitted Arrest Claim Form can be the basis for one, and only one, Approved Arrest Claim. Authorized Persons must submit a separate Arrest Claim Form for each ACM Arrest for which they seek compensation.

**2.5. “Arrest Class”** is defined in Section 5.1 of the Agreement, which is incorporated by reference as if fully set forth herein.

**2.6. “Arrest Class Members” or “ACMs”** means and refers to all persons who fall within the definition of the Arrest Class and who do not request exclusion from the Arrest Class pursuant to the terms of the Agreement, including Section 6.5. A single member of the Arrest Class shall be referred to as “**Arrest Class Member**” or “**ACM**”.

**2.7. “Authorized Person”** means an individual who is, at the time he or she takes any action described or contemplated within this Agreement, (1) an adult over the age of eighteen (18) years purporting to satisfy the definition of a claimant under either (or both) the Arrest Class or Detention Class definitions, undertaking such action on his or her own behalf; or (2) the parent, legal guardian, or other individual authorized under federal, state, or tribal law to act on behalf of another individual purported to satisfy the definition of a claimant under either (or both) the Arrest Class or Detention Class definitions, undertaking such action on behalf of the other individual based on that individual’s legal disability, including but not limited to minority. Section 2.7(b) DOES NOT APPLY where the individual purported to satisfy the definition of one (or both) of the Classes is an adult who is not under any other legal disability.

**2.8. “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be one hundred and thirty (130) calendar days after the Preliminary Approval Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, Final Approval Order and in the Final Judgment, as well as in the Notice and in the Claim Forms. No Claim Forms submitted after the Claims Deadline can serve as the bases for compensation under this Agreement, and the Settlement Administrator is specifically barred and prohibited from reviewing any such Claim Forms for purposes of any activity related to a compensation determination.

**2.9. “Claim Forms”** refers collectively to the Arrest Claim Form and Detention Claim Form. The singular “Claim Form” refers to one Arrest Claim Form or Detention Claim Form.

**2.10. “Class Counsel”** means attorneys Kyle Mothershead, of The Law Office of Kyle Mothershead, Frank Brazil, of Brazil Clark, PLLC, and Mark J. Downton, of counsel for Brazil Clark, PLLC.

**2.11. “Class List”** means a list that Class Counsel has compiled that identifies potential members of the Classes based upon records provided to them by Defendant during discovery, and which they have provided to Defendant’s Counsel contemporaneously with the execution of the Settlement Agreement with specific reference to this definition. Class Counsel shall provide the Settlement Administrator the Class List within three (3) calendar days of the Preliminary Approval Date.

**2.12. “Class Representatives”** and/or **“Named Plaintiffs”** means and refers to the following: 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.

**2.13. “Classes”** refers to the Arrest Class and Detention Class, collectively, and all members thereof.

**2.14. “Class Members”** refers to the Arrest Class Members and Detention Class Members, collectively.

**2.15. “Court”** means the United States District Court, Middle District of Tennessee, Nashville Division, Judge Waverly Crenshaw, or any judge who shall succeed him as the Judge in this Litigation, presiding.

**2.16. “DCM Detentions”** means detentions of juveniles falling within the definition of the Detention Class as defined in Section 5.2 of the Agreement and as set forth in Section 9.2(a) hereof.

**2.17. “Defendant”** means Defendant Rutherford County, Tennessee.

**2.18. “Defendant’s Counsel”** means Jonathan P. Lakey, Walk Cook & Lakey PLC; and, D. Randall Mantooth, Hudson, Reed & Christiansen, PLLC.

**2.19. “Detention Claim Form”** means the document substantially in the form attached hereto as Exhibit 3, as approved by the Court. The Detention Claim Form shall be available in paper and electronic format. In order to pursue a claim for compensation under this Agreement for a DCM Detention, an Authorized Person must complete and submit a Detention Claim Form as provided for in this Agreement. Each timely submitted Detention Claim Form can be the basis for one, and only one, Approved Detention Claim. Authorized Persons must submit a separate Detention Claim Form for each DCM Detention for which they seek compensation. **“Detention Class”** is defined in Section 5.2 of the Agreement, which is incorporated by reference as if fully set forth herein.

**2.20. “Detention Class Members”** and/or **“DCMs”** means and refers to all persons who fall within the definition of the Detention Class and who do not request exclusion from the Detention Class pursuant to the terms of the Agreement, including Section 6.5. A single member of the Detention Class shall be referred to as a **“Detention Class Member”** or **“DCM”**.

**2.21. “Effective Date”** means the date thirty (30) calendar days after the Final Approval Effective Date, as that term is defined below in Section 2.24.

**2.22. “Exclusion Deadline”** means the date by which a written request for exclusion from the Class Settlement under the terms of this Settlement Agreement, including but not limited to Section 6.5, must be postmarked for delivery to the Settlement Administrator in order to be timely. The Exclusion Deadline shall be sixty (60) calendar days before date established for the Final Hearing Date.

**2.23. “Fee Award”** means the amount of attorneys’ fees awarded by the Court to Class Counsel and shall in no event exceed the Maximum Fee Award but may be less than the Maximum Fee Award.

**2.24. “Final Approval Effective Date”** means one business day following the later of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Approval Order and Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Named Plaintiffs’ Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order and Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

**2.25. “Final Approval Hearing”** and/ or **“Fairness Hearing”** means the hearing before the Court where the Parties request the entry of the Final Approval Order approving the terms of the Settlement Agreement and the Final Judgment, including the payments to the Class Members and Class Representatives, and Class Counsel seeks the Fee Award and reimbursement of expenses, all of which shall be materially consistent with the terms of the Settlement Agreement.

**2.26. “Final Approval Order”** means the Order entered by the Court following the Final Approval Hearing approving the Settlement Agreement, including the payments to the Class Members and Class Representatives, that is in materially the same form as the proposed final approval order attached as Exhibit 2 and materially consistent with the terms of the Settlement Agreement. Any reduction in any Attorneys’ Fee Award or Named Plaintiffs’ Service Award compared with the amounts described in the Settlement Agreement shall not be considered a material alteration.

**2.27. “Final Determination”** means the final determination made pursuant to and consistent with the requirements set forth in this Agreement, including but not limited to the provisions of Section 8 of the Agreement that:

(a) a submitted Arrest Claim Form is or is not compensable as an Approved Arrest Claim is based on whether an Authorized Person submitting the Claim Form (or claimant on whose behalf it is submitted) meets or does not meet the Arrest Class definition with respect to the arrest that is the subject of the submitted Claim Form; or,

(b) a submitted Detention Claim Form is or is not compensable as an Approved Detention Claim based on whether an Authorized Person submitting the Claim Form (or claimant on whose behalf it is submitted) meets or does not meet the Detention Class definition with respect to the detention that is the subject of the submitted Claim Form.

Any such Final Determination is final and conclusive and binding on the Parties.

**2.28. “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Settlement after the Final Approval Hearing that is substantially and materially consistent with the proposed Final Approval Order and the terms of the Agreement.

**2.29. “Initial Determination”** means the initial and non-final determination made by the Settlement Administrator pursuant to and consistent with the requirements set forth in this Agreement, including but not limited to the provisions of Section 8 hereof that:

(a) A submitted Arrest Claim Form is or is not compensable based on whether an Authorized Person submitting the Claim Form (or claimant on whose behalf it is submitted) meets or does not meet the Arrest Class definition with respect to the arrest which is the subject of the submitted Claim Form; or

(b) a submitted Detention Claim Form is or is not compensable based on whether an Authorized Person submitting the Claim Form (or claimant on whose behalf it is submitted) meets or does not meet Detention Class definition with respect to the detention which is the subject of the submitted Claim Form.

Any such Initial Determination is preliminary and not final and shall be subject to the notice and objection provisions set forth in Sections 8.7 through 8.10 of the Agreement.

**2.30. “Litigation”** is consistent with the definition set forth in Section 1 above and refers to the two lawsuits that are now proceeding together in the United States District Court, Middle District of Tennessee, Case No. 3:17-cv-1014, as a single case.

**2.31. “Maximum Arrest Class Settlement Fund”** shall be Five Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and 67/100 (\$516,666.67), and have the meaning set forth in Section 9.1(c) hereof.

**2.32. “Maximum Detention Class Settlement Fund”** shall be Seven Million Two Hundred Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and 33/100 (\$7,233,333.33), and have the meaning set forth in Section 9.2(c) hereof.

**2.33. “Maximum Fee Award”** means the maximum Fee Award that may be sought by, and/or awarded by the Court to, Class Counsel and is Two Million Seven Hundred and Fifty Thousand Dollars and 00/100 (\$2,750,000.00).

**2.34. “Mediator”** means Carlos A. Gonzalez of The Gonzalez Firm, LLC., P.O. Box 49754, Atlanta, Georgia 30359.

**2.35. “Minimum Arrest Class Settlement Fund”** shall be One Hundred Twenty-Nine Thousand One Hundred and Sixty-Six Dollars and 67/100 (\$129,166.67), and have the meaning set forth in Section 9.1(c) hereof.

**2.36. “Minimum Detention Class Settlement Fund”** shall be One Million Eight Hundred Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$1,808,333.33), and have the meaning set forth in Section 9.2(c) hereof.

**2.37. “Notice”** shall mean and refer to the notice describing the Fairness Hearing and the terms of the settlement embodied in this Agreement to be disseminated to the Classes pursuant to the dates and terms described in Section 6 below, the form of which is attached as Exhibit 4, and as approved by the court in the Preliminary Approval Order.

**2.38. “Notice Plan”** means the proposed plan of disseminating notice to Class Members of the proposed Settlement Agreement and of the Final Approval Hearing as described in Section 6 below.

**2.39. “Objection Deadline”** means the date by which a written objection to the Settlement Agreement under the terms of this Settlement Agreement, including but not limited to Section 6.4, must be submitted by a Class Member (or an Authorized Person on their behalf) to be timely. The Objection Deadline shall be sixty (60) calendar days before date established for the Final Hearing Date.

**2.40. “Parties”** means and refers to the Named Plaintiffs, individually and on behalf of the Classes, the Classes and Defendant.

**2.41. “Preliminary Approval Date”** means the date the Court enters the Preliminary Approval Order.

**2.42. “Preliminary Approval”** means the Court’s certification of the Classes for settlement purposes, preliminary approval of the Settlement Agreement, approval of the form of the Notice and of the Notice Plan, and entry of the Preliminary Approval Order.

**2.43. “Preliminary Approval Order”** means the proposed order preliminarily approving the Settlement Agreement and directing notice thereof to the Classes, to be submitted to the Court in conjunction with the Parties’ Motion for Preliminary Approval of the Settlement Agreement, and consistent with Exhibit 5 or substantially similar form agreed to by the Parties in writing.

**2.44. “Released Parties”** means Rutherford County, Tennessee, its divisions, boards, agencies, and affiliates, predecessors, successors, and/or assigns, together with its past, present and future officials, employees, representatives, officers, directors, department heads, insurers, contractors, agents, and attorneys; any past, present and future Rutherford County Sheriff, together with his/her and his/her office’s past, present and future deputies, officials, employees, representatives, officers, insurers, contractors, agents, and attorneys; any past, present and future Rutherford County Juvenile Court Judge, his/her and his/her office’s past, present and future magistrates, referees, officials, employees, representatives, officers, insurers, contractors, agents, and attorneys; and any other past, present, and future judicial officer, Constitutional official, or fee official, together with his/her and his/her office’s past, present, and future deputies, officials, employees, representative, officers, insurance, contractors, agents, and attorneys.

**2.45. “Releasing Parties”** means the Named Plaintiffs and the Class Members, and every Class Member, individually and as a Class, for themselves, their attorneys, parents, spouses, children, executors, representatives, heirs, successors, and assigns.

**2.46.** The **“Settlement Administrator”** means and refers to Settlement Services, Inc., a third-party contractor who is contractually obligated to perform the services of the Settlement Administrator as described in this Agreement.

**2.47. “Settlement Fund”** means a sum up to and not to exceed eleven million dollars (\$11,000,000.00) to be made available by Rutherford County for payments consistent with the Settlement Agreement, including but not limited to Sections 4.1 through 4.7 of the Agreement.

**2.48. “Special Master”** means and refers to Max D. Fagan, who has been agreed upon by the Parties. Consistent with Section 8.10 of the Agreement, the Special Master will evaluate those Claim Forms submitted by purported members of the Classes and the issuance of Initial Determinations relative to the same, the issuance of which has been challenged by Defendant, Defendant’s Counsel or Class Counsel. Mr. Fagan will serve as Special Master in conformity with the terms of the Settlement Agreement and the written agreement he has entered with the Parties. In the event Mr. Fagan is unable to serve in this capacity until the responsibilities of the Special Master under the Settlement Agreement are fulfilled, the Parties agree to work in good faith to find a replacement Special Master that is acceptable to Defendant’s Counsel and Class Counsel.

**2.49. “Valid Claim Form”** means a Claim Form submitted by an Authorized Person that the Settlement Administrator determines meets each of the following requirements: (1) it contains all of the information requested to be filled in by an Authorized Person on the Claim Form, and the information provided is legible; (2) the claimant’s name is set forth in, and the social security number on the form matches the information for that name in, (a) the Class Spreadsheet (Section 6.2(a)), or, (b) the RCSD Files (Section 8.6(a)), or (c) the Juvenile Court Files (Section 8.6(a)), or (d) or the RCJDC Files (Section 8.6(b)); and, (3) the Claim Form is signed by an Authorized Person, meaning the person who purports to be a Class Member or his/her legally authorized representative as set forth in Section 2.7, under the penalty of perjury.

**2.50. “Website”** shall have the meaning set forth in Section 6.2(b) of this Agreement.

### **3. NEGOTIATION OF SETTLEMENT AGREEMENT AND POSITION OF THE PARTIES**

**3.1.** The Settlement Agreement is the result of Court ordered mediated negotiations between the Parties that began in May 2019 and spanned over the next twenty (20) months. The Parties participated in numerous in-person mediation sessions conducted at the direction of the Court and under the supervision of the Mediator, telephonic conferences, exchange of written documents and intense negotiations. The Parties and their counsel affirmatively represent and attest that the Settlement Agreement is the result of arm's length negotiation guided and directed by the Mediator. The 2019 negotiations proved unsuccessful. The Parties paused further negotiations, completed extensive discovery and continued litigating the matter. Beginning in about May 2020, the Parties reengaged in informal negotiation sessions using the Mediator, and on May 21, 2020, the Parties met in-person for a full day of mediation. While an agreement was not reached, the Parties continued to exchange written information and engage in telephonic sessions, and then met for another in-person mediation session on June 2, 2020. Again, following the in-person meeting, the Parties continued to negotiate telephonically and participated in another full day of mediation in person on September 11, 2020. Over the summer of 2020, the Parties made progress towards terms that might be acceptable, engaged in telephonic follow-up under the guidance of the Mediator, and on October 13 they met in person for another full day of mediation in Murfreesboro, Tennessee. At the conclusion of the October 13 mediation, the Parties reached a tentative agreement regarding many of the material and important terms for a settlement of the Litigation (the "Partial Terms"). Defendant's Counsel then obtained approval from Rutherford County of the Partial Terms and were directed to attempt to complete the negotiation of the outstanding material terms. The additional material terms were negotiated from October through

December, whereupon Rutherford County thereafter approved those additional material terms. Thereafter, the Parties negotiated the precise language of the Settlement Agreement.

**3.2.** At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened, or attempted to commit any wrongful act or violation of law or duty alleged in the Litigation. Defendant also denies: (1) each and all of the claims and contentions alleged by Named Plaintiff; (2) all charges of wrongdoing or liability against them or their agents arising out of any conduct, statements, acts or omissions alleged in the Litigation; and (3) that Named Plaintiffs or the Classes are entitled to any form of damages based on the conduct alleged in the Litigation. In addition, Defendant maintains that it has meritorious defenses to the claims alleged in the Litigation and was prepared to vigorously defend all aspects of the Litigation. Nonetheless, considering the uncertainty and risks inherent in any litigation, Defendant has concluded that further defense of the Litigation would be protracted, risky, burdensome, and expensive, and that it is desirable and beneficial to it that the Litigation be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**3.3.** Named Plaintiffs believe that the claims asserted in the Litigation against the Defendant have merit and that they would have ultimately been successful in adversarial certification of the proposed classes under Rule 23 and prevailing on the merits at summary judgment and trial. Nonetheless, Named Plaintiffs and Class Counsel recognize and acknowledge

that Defendant has raised factual and legal defenses in the Litigation that present a risk that Named Plaintiffs may not prevail. Named Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Therefore, Named Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled and resolved with prejudice, and barred pursuant to the terms set forth herein. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the Classes, and that it is in the best interests of the Settlement Classes to settle the claims raised in the Litigation pursuant to the terms and provisions of this Agreement.

**3.4.** Given all the above and considering all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

#### **4. BENEFIT TO CLASS MEMBERS.**

As described above, the Settlement Agreement resolves disputed claims between the Named Plaintiffs, individually and on behalf of the Classes, and Defendant. As set forth in Section 3, Defendant has pending before the Court motions for summary judgment that would dispose of all the Named Plaintiffs' claims. Moreover, Defendant has opposed certification of the Classes and there is a genuine issue as to whether any class should be certified. Named Plaintiffs have requested class certification and denial of Defendant's summary judgment motions. The Settlement Agreement resolves the dispute and provides for the agreed certification of Classes for the purposes of settlement only, and the following relief to Class Members.

#### **4.1. Maximum Total Settlement Payout**

Defendant agrees to total financial payments under the terms of the Settlement Agreement up to a maximum of, and which in no event shall exceed, Eleven Million Dollars and no/100 (\$11,000,000.00). Defendant's actual payments under the Settlement Agreement are contingent as set forth below in more detail, including but not limited to, Sections 4.2, 4.3, 4.5, 4.6, 4.7, 7.1, 9.1, 9.2, 12.1, 12.2 and 12.3, and might be less than the aforementioned maximum amount.

**4.2. Payments of Approved Claims to Arrest Class Members.** As set forth in Section 9.1(c) of the Agreement, this settlement provides for up to 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 Approved Arrest Claims approved pursuant to the terms of the Settlement Agreement. In no event shall Defendant's total payments to the Arrest Class approved claimants 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, as provided and set forth in Section 9 below. 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, as set forth and provided for in Section 9 of the Agreement.

**4.3. Payments of Approved Claims to Detention Class Members.** As set forth in Section 9.2(c) of the Agreement, this settlement provides for up to 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 Approved Detention Claims approved

pursuant to the terms of the Settlement Agreement. In no event shall Defendant's total payments to the Detention Class approved claimants 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, as provided and set forth in Section 9 below. 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, as set forth and provided for in Section 9 of the Agreement.

**4.4. Settlement Administration Funds.** As more fully set forth in Section 7.1 below, Defendant shall cause Two Hundred Ninety Thousand Dollars and no/100 (\$290,000.00) to be deposited into an account for the use of the Settlement Administration ("Settlement Administration Funds"), and in no event shall Defendant 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.

**4.5. Class Counsel's Maximum Request for Reimbursement of Litigation Costs and Expenses.** Subject to the Court's approval, the Parties have agreed that Class Counsel may seek the maximum sum of One Hundred Ten Thousand Dollars (\$110,000.00) as an award to reimburse them 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.

**4.6. Class Counsel's Request for Attorney's Fees.** The Parties have agreed that Class Counsel may seek a fee award from the Court as part of the Settlement Agreement but in no event will they seek a fee award that exceeds the Maximum Fee Award. Class Counsel intends to seek the Maximum Fee Award, an award of Two Million Seven Hundred Fifty Thousand and 00/100 (\$2,750,000.00), which represents 25% of the maximum value of the settlement. Defendant does not agree as part of the Settlement Agreement that the Maximum Fee Award is reasonable or appropriate as part of this settlement, and Defendant specifically reserves the right to object to the amount of the fee award sought by Class Counsel. Defendant agrees to pay the Fee Award approved by the Court up to, and in a sum that will in no event exceed, the Maximum Fee Award, subject to any appeal of that Fee Award that Defendant might bring within thirty (30) calendar days after the fee award becomes final and non-appealable. Class Counsel agrees that in no event will they seek, be entitled to, or accept a fee award that is greater than the Maximum Fee Award, but acknowledges and agrees that the Court may award an amount less than the Maximum Fee Award.

**4.7. Service Award Payments To Named Plaintiffs.** In recognition of their efforts on behalf of the Settlement Classes, and in addition to any award to which they may be entitled to as Class Members pursuant to Section 9 of the Settlement Agreement, each of the four (4) Class Representatives shall, subject to the approval of the Court, be awarded a service award in the amount of Twenty-Five Thousand Dollars (\$25,000.00), for a total of One Hundred Thousand Dollars (\$100,000.00) in service awards (the "Named Plaintiffs' Service Award").

**4.8. Permanent Injunctive Relief.** Defendant also agrees to entry of Permanent Injunctive Relief as set forth more fully in Section 10 of the Settlement Agreement.

## **5. CLASS DEFINITION**

**5.1. The Arrest Class.** The “Arrest Class” shall mean and include all persons who at any time up until the date of the Preliminary Approval Order were taken into custody by a Rutherford County Sheriff's deputy and transported to the 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 criteria set forth in (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14) (15), and (16):

(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 possessed or controlled 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 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.<sup>4</sup>

---

<sup>4</sup> The terms "public offense" and "breach of the peace" in the Agreement carry the same meaning as the terms have in Tennessee Code Annotated § 40-7-103.

**5.2. The Detention Class.** The “Detention Class” shall mean and include all persons who at any time up 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 on a date on or after October 14, 2015, and (b) the person’s circumstances at the time of such detention meet all the criteria set forth below in numbered paragraphs (1), (2), (3), (4), (5), and (6):

(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:<sup>5</sup>

- a. Aggravated Assault, T.C.A. § 39-13-102;
- b. Vehicular Assault, T.C.A. § 39-13-106;
- c. Aggravated Vehicular Assault, T.C.A. § 39-13-115;
- d. Criminal homicide, T.C.A. § 39-13-201;
- e. First Degree murder, T.C.A. § 39-13-202;
- f. Second Degree murder, T.C.A. § 39-13-210;
- g. Voluntary manslaughter, T.C.A. § 39-13-211;
- h. Criminally negligent homicide, T.C.A. § 39-13-212;
- i. Vehicular homicide, T.C.A. § 39-13-213;
- j. Reckless homicide, T.C.A. § 39-13-215;
- k. Assisted suicide, T.C.A. § 39-13-216;
- l. Aggravated vehicular homicide, T.C.A. § 39-13-218;
- m. Robbery, T.C.A. § 39-13-401;
- n. Aggravated robbery, T.C.A. § 39-13-402;
- o. Especially aggravated robbery, T.C.A. § 39-13-403;
- p. Aggravated rape, T.C.A. § 39-13-502;
- q. Rape, T.C.A. § 39-13-503;
- r. Aggravated sexual battery, T.C.A. § 39-13-504;
- s. Sexual battery, T.C.A. § 39-13-505;
- t. Aggravated Arson, T.C.A. § 39-14-302;
- u. Prohibited weapons, T.C.A. § 39-17-1302;
- v. Unlawful carrying or possession of weapon, T.C.A. § 39-17-1307;
- w. Carrying weapons on school property, T.C.A. § 39-17-1309;

---

<sup>5</sup> Paragraph (1) shall be interpreted and applied consistently with Tennessee Code Annotated §§ 37-1-114(c)(1)(A) and (B).

- x. Carrying weapons on public parks, playgrounds, civic centers, and other public recreational buildings and grounds, T.C.A. § 39-17-1311;
- y. Handgun possession prohibited, T.C.A. § 39-17-1319; or
- z. 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:

- a. Was already on probation; or
- b. Was already awaiting court action on a previously alleged delinquent offense; or
- c. Was alleged to have escaped or absconded from a juvenile facility, institution, or other court-ordered placement; or
- d. 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
- e. Had, within the previous 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.

**5.3. Parties’ intention to reflect statutes.** It is the intention of the Parties that the definitions above are to reflect the provisions of Tenn. Code Ann. §§ 37-1-113, 40-7-103, and 37-1-114(c)(1)-(6), and the Parties agree that the interpretation and application of such definitions in connection with the Settlement Agreement shall be consistent with such statutes.

## 6. NOTICE, REQUEST TO BE EXCLUDED FROM THE CLASS AND OBJECTIONS

6.1. Upon issuance of Preliminary Approval Order, the Settlement Administrator shall cause the Notice describing the Fairness Hearing and the terms of the settlement embodied in this Agreement to be disseminated to the Classes, pursuant to the dates and terms described in Section 6.2 below. The Notice shall comport with due process and be effectuated pursuant to the Notice Plan.

6.2. The Notice Plan shall include:

(a) **Direct Notice by U.S. Mail.** Within three (3) calendar days after Preliminary Approval, 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, if available, regarding the Class List: name, last known address, phone number, social security number; parents’ name(s), last known address, phone number; and e-mail addresses. Within ten (10) calendar days after Preliminary Approval Date, the Settlement Administrator shall mail the Notice, in the form attached as Exhibit 4, via first-class U.S. Mail, to the persons listed in the Class Spreadsheet, as well as any of their parents or other legal guardians for whom they have been provided an address. Prior to this initial mailing, the Settlement Administrator will run a LexisNexis trace on each person on the Class Spreadsheets to obtain any updated mailing address available in that database. The Settlement Administrator will also run a query with the United States Postal Service’s National Change of Address (“NCOA”) database for each person on the Class Spreadsheets. The Settlement Administrator will mail the Notice for each person to up to two (2) addresses. The first Notice shall be mailed to the address provided on the Class Spreadsheet, unless the NCOA database reflects that the person has filed an NCOA change of address since the date listed on the Class Spreadsheet in

which case the Notice shall instead be sent to the address reflected in the NCOA database. The second Notice shall be mailed to the person's last known address listed in the LexisNexis trace, unless that address is the same as the address to which the first Notice is sent in which case a second notice shall not be mailed. The Settlement Administrator shall include in each mailing under this provision one copy of each of the blank Arrest and Detention Claim Forms.

**(b) Internet Publication Notice.** Within ten (10) calendar days following the entry of the Preliminary Approval Order, Notice and the Claim Forms shall be provided on a website at [www.rutherfordjuvenilessettlement.com](http://www.rutherfordjuvenilessettlement.com), (the "Website") which shall be administered by the Settlement Administrator. The Notice on the Website shall be substantially in the form of Exhibit 4 attached hereto. In addition, the Website will include the Claim Forms and allow for the electronic completion and submission of the Claim Forms to the Settlement Administrator.

**(c) E-mail Notifications.** 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. 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 Litigation, the Settlement Agreement, and the Claim Forms.

**(d) Text Notifications.** The Settlement Administrator shall perform a LexisNexis trace to locate and identify cell phone numbers for the potential class members listed on the Class List for who phone numbers are not already provided. Using the phone numbers on the Class List or the traced phone numbers, the Settlement Administrator will send three (3) text messages (at a rate of one text message per week for three (3) consecutive weeks) 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 Litigation, the Settlement Agreement and the Claim Forms.

(e) **Newspaper Publication.** 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](http://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.

(f) **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, Defendant shall serve upon the Attorneys General of each U.S. State, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law. Defendant shall separately bear the cost of the initial CAFA Notice mailing. If the CAFA Notice must be provided a second time the cost of that notice and any subsequent mailings shall be paid from the Settlement Administration Fund unless the subsequent notices were necessitated by Defendant's error.

(g) The Parties agree to meet in good faith to discuss, agree to and mutually approve the content of the communications described in Sections 6.2(d) through 6(e).

**6.3.** The Notice Plan shall be conducted jointly with respect to the Classes. The Notice shall advise Class Members of their rights, including the right to submit claims for potential payment from the Arrest Class and/or Detention Class settlement funds, be excluded from, comment upon, and/or object to the Settlement Agreement or its terms.

**6.4.** The Notice shall specify that any Class Member (or Authorized Person on their behalf) who intends to object to the Settlement Agreement must comply with the objection

requirements set forth in the Notice. To object a Class Member (or Authorized Person on their behalf) must provide the following information, in writing, to the Court, Class Counsel and Defendant's Counsel, postmarked on or before the Objection Deadline: (a) his/her name and address; (b) all arguments, citations, and evidence supporting the objection (including copies of any documents relied on); (c) a statement that that he or she is a member of the Arrest Class and/or the Detention Class; (d) and, a statement about whether the objector intends to appear at the Final Approval Hearing with or without counsel. Any Class Member (or Authorized Person on their behalf) who fails to file a written objection with the Court on or before the Objection Deadline and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement by appeal or other means and shall be deemed to have waived his, her, or its objections and be forever barred from making any such objections in the Litigation or any other action or proceeding. To be valid, the objection must be filed and sent to Class Counsel and Defendant's Counsel on or before the Objection/Exclusion Deadline, which is specified in the Notice and approved by the Court.

**6.5.** Any person falling within the definition of the Arrest Class or the Detention Class (or Authorized Person on their behalf) may request to be excluded from the Arrest Class and/or Detention Class in writing by a request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. In order to exercise the right to be excluded, a person falling within the definition of the Arrest Class or the Detention Class (or Authorized Person on their behalf) must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement

that he/she wishes to be excluded from the Arrest Class and/or Detention Class. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified shall be invalid and the persons or entities serving such a request shall be members of the Arrest Class and/or Detention Class and shall be bound as an Arrest Class Member and/or Detention Class Member by the Agreement, if approved. Any member of the Arrest Class or Detention Class who elects to be excluded shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by the person requesting exclusion. So called “mass” or “class” opt-outs (requests to be excluded) shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the Exclusion Deadline.

**6.6.** Any person falling within the definition of the Arrest Class or Detention Class (or Authorized Person on their behalf) who timely submits both (1) a request to be excluded from either the Arrest Class or the Detention Class and (2) a Claim Form (or Claim Forms) for the class they request exclusion from, shall be sent a letter by the Settlement Administrator requesting clarification of the person’s/Class Member's intent. The letter will state that, unless the person falling within the definition of the Arrest Class or the Detention Class (or Authorized Person on their behalf) clarifies within seven (7) calendar days that he or she intends to be excluded from the Class, the person will be deemed to be within the Class, deemed to have submitted a Claim Form, and will be bound by the Settlement Agreement if the Agreement is approved by the Court.

## **7. SETTLEMENT ADMINISTRATION**

**7.1.** Upon the entry of the Preliminary Approval Order, the Settlement Administrator shall open a FDIC insured bank account in which the funds for settlement administration shall be deposited (the “Settlement Administration Account”). As set forth in Section 14.1, within three (3) business days of the entry of the Preliminary Approval Order, Defendant shall cause Two Hundred Ninety Thousand Dollars and no/100 (\$290,000.00) (“Settlement Administration Funds”) to be transferred to the Settlement Administrator, who then shall deposit those funds into the Settlement Administration Account. In no event shall Defendant be responsible for the payment of any additional funds for the administration of the settlement. The Settlement Administration Funds shall be used to pay for the Settlement Administrator, and any and all activities undertaken by the Settlement Administrator pursuant to the Settlement Agreement or its contract with the Parties, including but not limited to payment of the Special Master Fees and activities as described in Sections 6, 7, 8 and 9. Any part of the Settlement Administration Funds that are not used shall be returned to Defendant and the Named Plaintiffs and/or Class Members shall have no claim on those unused funds.

**7.2.** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by the Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under the Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant’s Counsel, the Parties and/or their representatives upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may

require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, in addition to its other obligations hereunder, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement Agreement, and all copies thereof, within thirty (30) calendar days after the date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement, or as otherwise specifically provided for in the Settlement Agreement;

(b) Receive exclusion forms and other requests from Class Members to exclude themselves from the Settlement Agreement and promptly provide to Class Counsel and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any exclusion forms or other requests from members of the Classes after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide reports and/or summaries to Class Counsel and Defendant's Counsel, the Parties and/or their representatives as provided in the contract to be entered into by the Parties with the Settlement Administrator, including without limitation, reports regarding the number of Claim Forms received and the amount of benefits sought, the number thereof approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel and Defendant's Counsel, the Parties and/or their representatives, the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

7.3. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud, and shall reject a Claim Form, or any part of a claim for a payment reflected therein, where there is evidence of abuse or fraud. The Settlement Administrator shall also reject a Claim Form that does not contain all requested information necessary to screen the claim for fraud or abuse, after giving the claimant a reasonable opportunity to provide any requested missing information in accordance with the terms and deadlines in the Agreement.

7.4. Any Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Classes or timely submit a Valid Claim Form or Forms that ultimately is determined to be the basis for an Approved Arrest Claim or Approved Detention Claim will not be entitled to receive any cash award or any other financial benefits pursuant to the Settlement Agreement, but will otherwise be bound together, along with all members of the Classes, by all of the terms of the Settlement Agreement, including the terms of the Final Judgment to be entered in the Litigation and the releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

7.5. Class Counsel and Defendant's Counsel each agree to keep all information about the settlement administration process—including without limitation all information received pursuant to the Settlement Agreement, such as claims reports, information concerning opt-outs, and the Class List—confidential and may use it only for purposes of effectuating this Agreement. The Parties understand and agree that Defendant is a governmental entity subject to Open Records/Sunshine laws and any required disclosures pursuant to such laws is not a breach of this

provision.

**7.6.** Within seven (7) calendar days of the Effective Date, the Settlement Administrator shall open a FDIC insured bank account for the deposit of the Settlement Funds (“Settlement Fund Account”). As provided for in Section 14.2 of the Agreement, Defendant shall transfer to the Settlement Administrator the Settlement Funds from which the Settlement Administrator shall issue payments for Approved Arrest Claims, Approved Detention Claims, Class Counsel’s Court approved costs and expenses; Class Counsel’s Fee Award; and, the Named Plaintiffs’ Service Awards. Any part of the Settlement Funds that are not used or claimed pursuant to the terms of the Agreement shall be returned to Defendant, and the Named Plaintiffs and/or Class Members and/or Class Counsel shall have no claim on those unused/unclaimed funds.

## **8. SUBMISSION AND PROCESSING OF CLAIM FORMS**

**8.1.** Any person who believes he or she is entitled to compensation as a Class Member may request a blank Claim Form(s) from the Settlement Administrator by telephone or in writing, or will be able to obtain one through the Website. Claim Forms may be submitted online via the Website or by returning a Claim Form(s) via U.S. Mail.

**8.2.** Authorized Persons who believe they are a Class Member or are the authorized representative (as defined in Section 2.7(b)) of a Class Member must submit to the Settlement Administrator a separate Arrest Claim Form for each arrest for which they are seeking compensation, and a separate Detention Claim Form for each detention for which they are seeking compensation on or before the Claims Deadline. Each timely submitted Claim Form can be the basis for one, and only one, Approved Arrest Claim or Approved Detention Claim.

**8.3.** The Settlement Administrator shall maintain a record of the date it receives a Claim Form, or Claim Forms, from any Authorized Person. In order to be timely, an Authorized Person

must submit a Valid Claim Form for each arrest and detention for which they are seeking compensation on or before the Claims Deadline. No Claim Form will be considered timely, whether a Valid Claim Form or not, if postmarked after the Claims Deadline (if mailed), or if submitted online via the Website after 11:59 p.m. CST on the date of the Claims Deadline.

**8.4.** The Settlement Administrator shall review any Claim Form timely submitted by an Authorized Person within five (5) business days to determine whether it is a Valid Claim Form. If a Claim Form is timely submitted but is determined not to be a Valid Claim Form as defined in this Agreement, the Settlement Administrator will return the Claim Form (or, if deemed necessary, a new Claim Form) to an Authorized Person within eight (8) business days of receipt of the Claim Form with an incomplete notice explaining in what ways the form is incomplete or is not otherwise a Valid Claim Form and stating that an Authorized Person will have fourteen (14) calendar days from the date of the notice to complete and resubmit the Claim Form. The Settlement Administrator will e-mail copies of incomplete, illegible or otherwise deficient Claim Forms (that it determines are Not Valid Claim Forms) to Class Counsel and Defendant's Counsel, along with the letter sent by the Settlement Administrator to the Authorized Person explaining the deficiency, within two (2) business days of mailing it to Authorized Person. Each Authorized Person who has an incomplete Claim Form returned to such Authorized Person under this Section shall have an additional fourteen (14) calendar days from the date of the deficiency notice to re-submit the Claim Form regardless of the Claims Deadline. If an Authorized Person fails to re-submit a complete Valid Claim Form within the fourteen (14) day period, such Claim Form shall be automatically rejected and shall not be eligible for payment hereunder. No Authorized Person or person shall be allowed to re-submit a Claim Form on more than one occasion. Any Claim Form, whether it is a Valid Claim Form or not, submitted after the Claim

Deadline shall in no event be the basis for or lead to either an Approved Arrest Claim and/or Approved Detention Claim unless it meets the explicit exception for the resubmission of a Claim Form described in the fourth sentence of Section 8.4.

**8.5.** Upon determining that a submission is a Valid Claim Form, the Settlement Administrator shall next determine whether the information provided by an Authorized Person excludes the Authorized Person from the Classes. If the Settlement Administrator determines that the Valid Claim Form excludes an Authorized Person, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the Agreement, from the Classes, it will not conduct any further investigation and will issue an Initial Determination finding that an Authorized Person, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the Agreement, is not a Class Member with respect to such Valid Claim Form. If the Settlement Administrator determines that the Valid Claim Form does not exclude an Authorized Person, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the Agreement, from the Classes, it will proceed to the steps described in Section 8.6 of the Settlement Agreement.

**8.6.** Upon determining that a Valid Claim Form does not exclude an Authorized Person who submitted the claim, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the Agreement, from the Classes, the Settlement Administrator shall take the following steps consistent with a claim review protocol to be prepared and approved by both Class Counsel and Defendant's Counsel, working cooperatively and in good faith:

**(a)** with regard to Arrest Claim Forms, the Settlement Administrator shall review the Rutherford County Sheriff Department files (the "RCSD Files") and the Rutherford County Juvenile Court files (the "Juvenile Court Files") to determine whether an Authorized Person, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the

Agreement, with respect to such claim meets or does not meet the Arrest Class definition, and shall issue an Initial Determination consistent with its conclusion;

(b) with regard to Detention Claim Forms, the Settlement Administrator shall review the Rutherford County Juvenile Detention Center's files (the "RCJDC Files") and the Juvenile Court Files to determine whether an Authorized Person, or the person on whose behalf the form was submitted pursuant to Section 2.7(b) of the Agreement, with respect to such claim meets or does not meet the Detention Class definition, and shall issue an Initial Determination consistent with its conclusion.

**8.7.** The Settlement Administrator shall notify Class Counsel and Defendant's Counsel of Initial Determinations in writing on a weekly basis via electronic means. This notification will be made by the Settlement Administrator by no later than 5:00 p.m. CST each Thursday during the claims review process. In addition to the written notification, for each Initial Determination the Settlement Administrator shall contemporaneously with the notification provide Class Counsel and Defendant's Counsel access to the underlying Valid Claim Form and, if applicable, the documents from the RCSD Files, the RCJDC Files and/or the Juvenile Court Files upon which the Settlement Administrator supported its Initial Determination.

**8.8.** Class Counsel and Defendant's Counsel shall have fourteen (14) calendar days from the receipt of the Initial Determination and supporting documentation to object to the Settlement Administrator's determination. Such objection must be made in writing to the Settlement Administrator and opposing counsel via electronic mail and shall set forth a short summary of the basis for the objection. In the event that no objection is made within the foregoing time period, then the Initial Determination by the Settlement Administrator shall become a Final Determination.

**8.9.** In the event that timely objection to the Initial Determination is made, then counsel for the Parties agree to meet and confer within seven (7) calendar days of the date an objection is provided pursuant to Section 8.8 to discuss the objection and shall have an additional seven (7) calendar days to determine if an agreement can be reached between the Parties resolving the objection. The Settlement Administrator shall follow any agreed to decisions by Class Counsel and Defendant's counsel in this regard, and such agreement will be reflected as the Final Determination.

**8.10.** If Class Counsel and Defendant's counsel are unable to reach agreement within fourteen (14) calendar days of an objection, the Settlement Administrator shall forward the objection to a Special Master for consideration and determination. The Special Master shall review submissions from Class Counsel and Defendants, and any other documents he/she considers pertinent, and shall reach a timely decision regarding the objection and class status and whether the Claim Form and other documentation satisfies the requirements for a compensable claim hereunder. The Parties agree that the Settlement Administrator shall thereafter follow the Special Master's decision and enter a Final Determination consistent with that decision.

**8.11.** When there is a Final Determination that a submitted Arrest Claim Form is an Approved Arrest Claim, the Class Member shall be entitled to payment in accordance with Article 9 hereof. When there is a Final Determination that a submitted Arrest Claim Form is not an Approved Arrest Claim, then such claim shall be denied and such claimant shall not be entitled to any payment with respect to such claim. When there is a Final Determination that a submitted Detention Claim Form is an Approved Detention Claim, the Class Member shall be entitled to payment in accordance with Section 9 hereof. When there is a Final Determination that a

submitted Detention Claim Form is not an Approved Detention Claim, then such claim shall be denied and such claimant shall not be entitled to any payment with respect to such claim.

**8.12.** A Final Determination shall be final, conclusive and binding on the Parties and the claimants.

## **9. FINANCIAL TERMS OF SETTLEMENT**

### **9.1. Payments to the Arrest Class for Approved Arrest Claims.**

**(a)** For purposes of the Settlement, the Parties estimate that there are approximately 439 Arrest Class Members (“ACMs”) who were subjected to approximately 500 arrests falling within the Arrest Class (“ACM Arrests”).

**(b)** To be entitled to receive a distribution from the arrest class settlement funds for a claim hereunder, an ACM must submit a claim which is finally determined to be an Approved Arrest Claim in accordance with the terms of the Settlement Agreement. While there is estimated to be 439 ACMs, there may be a smaller or larger number of persons within the Arrest Class. Moreover, while there is estimated to be 500 ACM Arrests, there may be a smaller or larger number of actual ACM Arrests.

**(c)** Regardless of the number of Approved Arrest Claims, the Parties have agreed that the total amount to be paid to all persons with Approved Arrest Claims hereunder shall in no event exceed a maximum of \$516,666.67 (the “Maximum Arrest Class Settlement Fund”). Regardless of the number of Approved Arrest Claims, the Parties have agreed that the minimum total payment to be paid to all the persons with Approved Arrest Claims hereunder is \$129,166.67 (the “Minimum Arrest Class Settlement Fund”), which is 25% of the Maximum Arrest Class Settlement Fund.

(d) The standard distribution share (the “Standard Arrest Distribution”) for an ACM with an Approved Arrest Claim is \$1,033.33 (calculated by dividing the Maximum Arrest Class Settlement Fund by the approximate number of ACM Arrests, i.e.  $\$516,666.67/500 = \$1,033.33$ ).

(e) In the event that there is a total of between 125 and 500 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive only a Standard Arrest Distribution for each Approved Arrest Claim.

(f) In the event that there are more than 500 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive for each Approved Arrest Claim only a pro-rata share of the Maximum Arrest Class Settlement Fund, calculated in accordance with the following illustrations:

i. If there are 525 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive only \$984.13 for each Approved Arrest Claim, from the Maximum Arrest Class Settlement Fund, calculated as follows:  $\$516,666.67/525$  Approved Arrest Claims = \$984.13 pro rata share. Thus, under this scenario, an ACM with 1 Approved Arrest Claim shall receive only \$984.13; an ACM with 2 Approved Arrest Claims shall receive only \$1,968.26; an ACM with 3 Approved Arrest Claim shall receive only \$2,952.39; etc.

ii. If there are 600 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive only \$861.11 for each Approved Arrest Claim from the Maximum Arrest Class Settlement Fund, calculated as follows:  $\$516,666.67/600$  Approved Arrest Claims = \$861.11 pro rata share. Thus, under this scenario, an ACM with 1 Approved Arrest Claim shall receive only \$861.11; an ACM with 2 Approved Arrest Claims shall receive only \$1,722.22; an ACM with 3 Approved Arrest Claims shall receive only \$2,583.33; etc.

(g) In the event that that there are less than 125 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive for each Approved Arrest Claim only a pro-rata share of the Minimum Arrest Class Settlement Fund, calculated in accordance with the following illustrations:

i. If there are 120 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive \$1,076.39 for each Approved Arrest Claim, from the Minimum Arrest Class Settlement Fund, calculated as follows:  $\$129,166.69/120$  Approved Arrest Claims = \$1076.39 pro rata share. Thus, under this scenario, an ACM with 1 with an Approved Arrest Claim shall receive \$1,076.39, while an ACM with 3 Approved Arrest Claims shall receive \$3,229.17.

ii. If there are 100 Approved Arrest Claims, each ACM with an Approved Arrest Claim will receive \$1,291.67 for each Approved Arrest Claim, from the Minimum Arrest Class Settlement Fund, calculated as follows:  $\$129,166.69/100$  Approved Arrest Claims = \$1,291.67 pro rata share. Thus, under this scenario, an ACM with 1 Approved Arrest Claim shall receive \$1,291.67, while an ACM with 3 Approved Arrest Claims shall receive \$3,875.01.

## **9.2. Payments to the Detention Class for Approved Detention Claims.**

(a) For purposes of the settlement the Parties estimate that there are approximately 1,000 detention class members (“DCMs”) who were subjected to approximately 1,500 detentions falling within the Detention Class (“DCM Detentions”).

(b) To be entitled to receive a distribution from the detention class settlement funds for a claim hereunder, a DCM must submit a claim which is finally determined to be an Approved Detention Claim in accordance with the terms hereof. While there is estimated to be

1,000 DCMs, there may be a smaller or larger number of persons within the Detention Class. Moreover, while there is estimated to be 1,500 DCM Detentions, there may be a smaller or larger number of actual DCM Detentions.

(c) Regardless of the number of Approved Detention Claims, the Parties have agreed that the total amount to be paid to all persons with Approved Detention Claims shall in no event exceed a maximum of \$7,233,333.33 (the “Maximum Detention Class Settlement Fund”). Regardless of the number of Approved Detention Claims, the Parties have agreed that the minimum total payment to be paid to all persons with Approved Detention Claims is \$1,808,333.33 (the “Minimum Detention Class Settlement Fund”), which is 25% of the Maximum Detention Class Settlement Fund.

(d) The standard distribution share (the “Standard Detention Distribution”) for an DCM with an Approved Detention Claim is \$4,822.22 (calculated by dividing the Maximum Detention Class Settlement Fund by the approximate number of DCM Detentions, i.e.  $\$7,233,333.33/1,500 = \$4,822.22$ ).

(e) In the event that there are between 375 and 1,500 Approved Detention Claims, each DCM with an Approved Detention Claim will receive only a Standard Detention Distribution for each Approved Detention Claim.

(f) In the event that there are more than 1,500 Approved Detention Claims, each DCM with an Approved Detention Claim will receive for each Approved Detention Claim only a pro-rata share of the Maximum Detention Class Settlement Fund, calculated in accordance with the following illustrations:

i. If there are 1,600 Approved Detention Claims, each DCM with an Approved Detention Claim will receive only \$4,520.83 for each Approved Detention Claim, from

the Maximum Detention Class Settlement Fund, calculated as follows:  $\$7,233,333.33/1,600$  Approved Detention Claims = \$4,520.83 pro rata share. Thus, under this scenario, a DCM with 1 Approved Detention Claim shall receive only \$4,520.83; a DCM with 2 Approved Detention Claims shall receive only \$9,041.66; a DCM with 3 Approved Detention Claims shall receive \$13,562.49; etc.

ii. If there are 1,700 Approved Detention Claims, each DCM with an Approved Detention Claim will receive only \$4,254.90 for each Approved Detention Claim from the Maximum Detention Class Settlement Fund, calculated as follows:  $\$7,233,333.33/1,700$  Approved Detention Claims = \$4,254.90 pro rata share. Thus, under this scenario, a DCM with 1 Approved Detention Claim shall receive only \$4,254.90; a DCM with 2 Approved Detention Claims shall receive only \$8,509.80; a DCM with 3 Approved Detention Claims shall receive \$12,764.70; etc.

(g) In the event that there are less than 375 Approved Detention Claims, each DCM with an Approved Detention Claim will receive for each Approved Detention Claim only a pro-rata share of the Minimum Detention Class Settlement Fund, calculated in accordance with the following illustrations:

i. If there are 350 Approved Detention Claims, each DCM with an Approved Detention Claim will receive \$5,166.67 for each Approved Detention Claim, from the Minimum Detention Class Settlement Fund, calculated as follows:  $\$1,808,333.33/350$  Approved Detention Claims = \$5,166.67 pro rata share. Thus, under this scenario, a DCM with 1 Approved Detention Claim shall receive \$5,166.67; a DCM with 2 Approved Detention Claims shall receive \$10,333.34; a DCM with 3 Approved Detention Claims shall receive \$15,500.01; etc.

ii. If there are 300 Approved Detention Claims, each DCM with an Approved Detention Claim will receive \$6,027.78 for each Approved Detention Claim, from the Minimum Detention Class Settlement Fund calculated as follows:  $\$1,808,333.33/300$  Approved Detention Claims = \$6,027.78 pro rata share. Thus, under this scenario, a DCM with 1 Approved Detention Claim shall receive \$6,027.78; a DCM with 2 Approved Detention Claims shall receive \$12,055.56; a DCM with 3 Approved Detention Claims shall receive \$18,083.34; etc.

**9.3. Payments.** The Settlement Administrator shall make payments due under the provisions of the Settlement Agreement within a reasonable time following the Effective Date and not to exceed sixty (60) calendar days after the Effective Date. If a check to a Class Member entitled to payment pursuant to the terms of the Settlement Agreement is not cashed within three months of its mailing, the Settlement Administrator shall hold the funds for three additional (3) months, during which time it shall make reasonable efforts to contact the person to whom the uncashed check was written to make arrangements for its cashing or reissuance. Any such funds not cashed by a Class Member within such additional three (3) month period shall be forfeited by the Class Member and be distributed to the Defendant, and the Class Member shall not have any right to those funds and have no recourse against the Settlement Administrator, Class Counsel, Defendant's Counsel or Defendant.

## **10. PERMANENT INJUNCTIVE RELIEF**

**10.1.** The Parties agree that the District Court's grant of temporary injunctive relief in the Litigation shall be lifted and dissolved upon the entry of the Final Approval Order.

**10.2.** Rutherford County agrees that as part of the settlement of the Litigation a permanent injunction will be entered by the Court. Specifically, the Final Approval Order will

include a provision providing for the following injunctive relief, which will hereinafter be referred to in this agreement as the “Permanent Injunction”:

“Rutherford County is permanently enjoined from using the Filter System 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. Rutherford County is further enjoined 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. This injunction is not applicable to juveniles detained at the Rutherford County Juvenile Detention Center pursuant to detention decisions made by jurisdictions outside of Rutherford County, Tennessee.”

**10.3.** In addition, the Final Approval Order will include with it the following monitoring provision by Class Counsel:

“Class Counsel will monitor Rutherford’s County’s compliance with the Permanent Injunction for a period of two years from the date of entry of the Final Approval Order. Class Counsel agrees that it has reviewed the information made publicly available by the County regarding the Rutherford County Juvenile Detention Center’s monthly statistics and data, and Class Counsel agrees it is sufficient for Class Counsel’s monitoring purposes. Rutherford County shall continue publishing the information contained in the attached sample Public Safety Report, attached as Exhibit 6, and/or provide substantially similar information to Class Counsel for the two-year period of monitoring. Rutherford County shall have no obligation to provide any additional reports or data to Class Counsel for purposes of monitoring. If Class Counsel believes in good faith that the County is violating the Permanent Injunction, Class Counsel shall provide written notice to and inform counsel for Rutherford County of the basis for that belief, and the parties shall make all reasonable attempts to resolve the issue prior to Class Counsel seeking relief from the Court.”

## **11. RELEASE**

**11.1. Extent of Release.** Releasing Parties affirmatively declare that Released Parties have satisfied any and all liability to them related or connected in any way to the Litigation. Accordingly, as of the Effective Date, Releasing Parties release, and the Settlement Agreement fully resolves and releases, Released Parties, from any and all past or present claims, demands, actions, causes of action, rights, suits, debts, damages, losses, costs or expenses, fixed or contingent, direct or indirect, including but not limited to claims for violation of constitutional

rights, false arrest in violation of Tennessee state law, tort claims, negligence claims, breach of statutory duties, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal, state or local law, which any Party had, now has, or may in the future have with respect to any conduct, act, omissions, facts, matters, or occurrences on or prior to the Final Approval Effective Date arising from or relating in any way to the following:

(a) the Litigation and any claim or allegation set forth therein or that could have been set forth therein;

(b) actions or omissions relating to or in connection with any Rutherford County Sheriff's Office ("RCSO") policy, or order issued by Judge Davenport to law enforcement officers of the RCSO, in any way directing, requiring or suggesting that any time a juvenile was charged with a delinquent or unruly offense, the child must be taken into custody and transported to the Rutherford County Juvenile Detention Center ("RCJDC");

(c) actions or omissions relating to or in connection with the issuance and/or implementation of any RCJDC policy or practice, by any agent of Rutherford County, of detention protocol at RCJDC, including but not limited to the "Filter System," to incarcerate or detain children prior to a judicial detention determination;

(d) actions or omissions in connection with, or any alleged failure to comply with, T.C.A. §§ 37-1-114 *et seq.* and/or 37-1-117 *et seq.*, or any other statutory requirements relative to any and all Detention Decisions made by RCJDC on or before the Final Approval Effective Date;

(e) actions or omissions in connection with, or any alleged failure to comply with, T.C.A. §§ 37-1-113 *et. seq.* and/or 40-7-103 *et seq.*, or any other statutory requirements relative to the arrests made by the RCSO on or before the Final Approval Effective Date;

(f) actions or omissions relating to or in connection with any and all Detention Decisions made by RCJDC on or before the Final Approval Effective Date;

(g) any and all claims arising from or related to their detention at the RCJDC at any time on or before the Final Approval Effective Date;

(h) any and all claims arising from or related to their arrest by RCSO on or before the Final Approval Effective Date;

(i) any claim that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the Litigation; and/or

(j) any claim or allegation which was asserted in any communications by Class Members or Class Counsel, to Rutherford County’s Counsel.

The foregoing shall be referred to collectively as the “Released Claims”.

**11.2. Limits of Release:** This Release does not release, protect or shield the Released Parties from any potential liability that may be made or raised by the following:

(a) individuals who are not Class Members; or,

(b) individuals who are not Class Members because they, or an Authorized Person on their behalf, requested exclusion in conformity with the terms and requirements of the Settlement Agreement.

## **12. CLASS COUNSEL'S ATTORNEYS' FEE AWARD AND REIMBURSEMENT OF EXPENSES; NAMED PLAINTIFFS' SERVICE AWARD**

### **12.1. Class Counsel's Maximum Request for Attorney's Fees.**

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 specifically has reserved the right to object to the amount of the Fee Award sought by Class Counsel. Defendant agrees to pay the Fee Award, subject to any appeal of that award it might bring, within thirty (30) calendar days after the Fee Award becomes final and non-appealable. 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.

### **12.2. Class Counsel's Maximum Request for Reimbursement of Litigation Costs and Expenses.**

Subject to the Court's approval, the Parties have agreed that Class Counsel may seek the maximum sum of One Hundred Ten Thousand Dollars (\$110,000.00) to reimburse them 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.

**12.3. Service Award Payments To Named Plaintiffs.** In recognition of their efforts on behalf of the Settlement Classes, and in addition to any payment to which they may be entitled to as Class Members pursuant to Section 9 of the Settlement Agreement, each of the four (4) Class

Representatives shall, subject to the approval of the Court, be awarded a service award in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Named Plaintiffs’ Service Award”). Defendant agrees that such an amount is reasonable and that it shall not oppose such award, directly or indirectly. This sum shall be paid in recognition of the Named Plaintiffs’ time and effort serving as the Class Representatives in the Litigation. Defendant shall pay this sum to the Settlement Fund for distribution within thirty (30) calendar days from the Effective Date.

### **13. PROCEDURE FOR SETTLEMENT OF CLAIMS OF MINORS**

The Parties anticipate that a small number of Class Members and/or Class Representatives will not have reached the age of majority by the time of the Final Approval Hearing. Therefore, the Parties agree that the claim of any Class Member or Class Representative who has not reached the age of majority (18) as of the date of the Final Approval Hearing must be approved by the Court in accordance with Tennessee state law, including but not limited to Tenn. Code Ann. §§ 29-34-105, 34-1-104, and 34-1-121. Class Counsel shall be responsible for coordination with the legal guardian of any minor Class Member or Class Representative who has not reached the age of majority by the time of the Final Approval Hearing to engage in the process of seeking court approval of the settlement for such minor, including documentation preparation and court appearances necessary for Court consideration of settlement approval. Class Counsel shall consult with Defendant’s Counsel to obtain their consent to and approval of any settlement approval documents. Any Class Member or Class Representative who has not reached the age of majority as of the date of the Final Approval Hearing will not be entitled to receive a distribution from the Settlement Fund unless and until the settlement for such minor has been approved by the Court in compliance with Tennessee law governing settlements of claims of minors and distribution of money or property to minors. The Settlement Administrator shall identify any claim where the

minor is not going to be 18 years old as of the date of the Final Approval Hearing and notify Class Counsel so they can be apprised of the need to prepare settlement documentation and coordinate with the legal guardian of the minor Class Members or Class Representatives to take action necessary to obtain approval of the settlement in accordance with Tennessee law.

#### **14. TIMING OF DEFENDANT'S PAYMENTS TO SETTLEMENT ADMINISTRATION ACCOUNT AND SETTLEMENT FUND ACCOUNT**

With the exception of Section 14.1, the Parties agree that Defendant shall have no obligation to make any payment into the Settlement Fund until thirty (30) calendar days after the Effective Date, and further agree that Defendant's obligation to make any payment into the Settlement Fund is conditioned upon the Court's Final Approval, and entry of the Final Approval Order and Final Judgment consistent with the definition of those terms as set forth in Section 2 of the Agreement. Subject to these conditions, Defendant agrees to make payments into the Settlement Fund as follows:

##### **14.1. Settlement Fund Payments Into The Settlement Administration Account.**

Within three (3) business days of the entry of the Preliminary Approval Order, Defendant shall cause Two Hundred Ninety Thousand Dollars and no/100 (\$290,000.00) to be deposited into the Settlement Administration Account for the use of the Settlement Administration. The Settlement Administration Funds shall be used to pay for the Settlement Administrator, and any and all activities undertaken by the Settlement Administrator pursuant to the Settlement Agreement or its contract with the Parties, including but not limited to payment of the Special Master Fees and activities described in Sections 6, 7, and 8. Any part of the Settlement Administration Funds that are not used shall be returned to Defendant. In no event shall Defendant be required to pay any additional funds for Settlement Administration.

**14.2. Settlement Fund Payments Into The Settlement Fund Account.** On or within thirty (30) calendar days following the Effective Date, Defendant shall transfer to the Settlement Administrator for payment into the Settlement Fund Account the following:

(a) funds to pay Approved Arrest Claims consistent with the terms of the Agreement, including but not limited to Sections 8 and 9.1; in no event will the payment of these approved claims exceed the Maximum Arrest Class Settlement Fund;

(b) funds to pay Approved Detention Claims consistent with the terms of the Agreement, including but not limited to Sections 8 and 9.2; in no event will the payment of these approved claims exceed the Maximum Detention Class Settlement Fund;

(c) funds to pay the Court approved Class Counsel's costs and expenses as described in Section 4.5 of the Agreement and in a sum not to exceed One Hundred Ten Thousand Dollars (\$110,000.00);

(d) funds to pay the Fee Award, as described in Section 4.6 of the Agreement which in no event shall exceed, but may be less than, the Maximum Fee Award;<sup>6</sup>

(e) funds to pay the Court approved Named Plaintiffs' Service Award consistent with Section 4.7 of the Agreement, which in no event shall exceed the total sum of One Hundred Thousand Dollars (\$100,000.00).

(f) the sum of the required payments set forth in Sections 14(a)-(e)<sup>7</sup> shall be the Settlement Fund and in no event shall Defendant have any obligation to pay any additional money to Named Plaintiffs and/or Class Members and/or any of their representatives under this Agreement.

---

<sup>6</sup> Defendant's obligation to pay the funds described in this subsection does not attach until 30 calendar days after the Fee Award becomes final and not subject to any appeals.

<sup>7</sup> While not payable to Named Plaintiffs and/or Class Members and/or any of their representatives, the funds described in 14.1 are also part of the Settlement Fund.

## 15. MISCELLANEOUS PROVISIONS

**15.1. Complete Agreement.** The Settlement Agreement shall constitute the entire integrated agreement of the Parties. No prior contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions here in this litigation or in any other proceeding.

**15.2. Cooperation.** The Parties agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Class Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Class Settlement Agreement and the Final Approval Order and Judgment.

**15.3. Headings and Rules of Construction.** As used in this Agreement unless otherwise specified, all terms in the singular and plural shall have comparable meaning when used in the plural and vice-versa. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require. Section and other headings contained in this Agreement are for reference purposes only and are not intended to be relied upon for purpose of interpreting the text of the Agreement.

**15.4. Amendment of Agreement.** This Class Settlement Agreement may not be amended, modified, altered or otherwise changed in any manner except by a writing signed by a duly authorized agent of Named Plaintiffs and Defendant and approved by the Court. In the event any exhibit to the Agreement is modified by the district court as part of or during the approval process, the Class Settlement Agreement shall remain in full force and effect unless (1) the

modification is material and (2) any of the Parties declares in writing, within seven (7) calendar days of the modification, that it considers the modification to be material in nature.

**15.5. Costs and Expenses.** Except as otherwise specifically provided in the Agreement, each party shall bear their own expenses and costs, including attorneys' fees.

**15.6. Execution in Counterpart.** This Class Settlement Agreement may be executed in one or more counterparts, exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Class Settlement Agreement all exchange signed counterparts. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**15.7. Choice of Law.** This Class Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

**15.8. Notices.** Except as otherwise provided herein, any notice, communication or demand required or permitted hereunder, shall be deemed given: (a) the day deposited with the U.S. Postal Service, if sent by regular mail; (b) on the day the same is deposited with the commercial carrier if sent by commercial overnight delivery service; (c) on the day sent if sent by electronic mail, text message or other electronic means; and, (d) on the date delivered if sent by personal delivery.

**15.9. Settlement Agreement Exhibit List.**

Exhibit 1	Arrest Claim Form
Exhibit 2	Final Approval Order
Exhibit 3	Detention Claim Form
Exhibit 4	Notice
Exhibit 5	Preliminary Approval Order
Exhibit 6	Public Safety Report

**Signatures to Follow on Pages 54-58**

**EXECUTED BY:**

**Kazmere Watts**

Signature: Kazmere

Date: June 8th, 2021

**Kazmere Watts Notary Acknowledgement**

STATE OF Tennessee )  
COUNTY OF Kutherford ( )

On this 8 day of June, 2021, before me, a Notary Public, personally appeared **Kazmere Bernard Watts** known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it as his free act and deed.

Leah Robertson  
NOTARY PUBLIC

My Commission Expires: Jan. 14, 2024

STATE OF TN )  
COUNTY OF Cannon ( )



A.B.

Sandra Brien, as mother and next friend of Plaintiff A.B.

Signature: [Redacted]

Signature: Sandra Brien

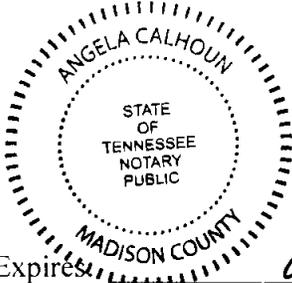
Date: June 9, 2021

Date: June 9, 2021

**AB and Sandra Brien Notary Acknowledgements**

STATE OF TN )  
COUNTY OF Madison )

On this 9th day of June, 2021, before me, a Notary Public, personally appeared [Redacted] known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it as her free act and deed.



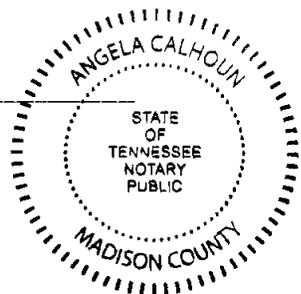
Angela Calhoun  
NOTARY PUBLIC

My Commission Expires: 08/25/2021

STATE OF TN )  
COUNTY OF Madison )

On this 9th day of June, 2021, before me, a Notary Public, personally appeared **Sandra Brien** known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, who after first being duly sworn, acknowledged herself to be the mother and next friend of [Redacted], a minor, and further acknowledged that she executed the foregoing instrument on behalf of said minor by herself as such mother and next friend.

Angela Calhoun  
NOTARY PUBLIC



My Commission Expires: 08/25/2021

J.B.

Jacqueline Brinkley, as mother and next friend of Plaintiff J.B.

Signature: [Redacted]

Signature: [Handwritten Signature]

Date: June 8, 2021

Date: June 8, 2021



**JB and Jacqueline Brinkley Notary Acknowledgements**

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

On this 8<sup>th</sup> day of June, 2021, before me, a Notary Public, personally appeared [Redacted] known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it as his free act and deed.

[Handwritten Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 9/2/2024

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

On this 8<sup>th</sup> day of June, 2021, before me, a Notary Public, personally appeared **Jacqueline Brinkley** known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, who after first being duly sworn, acknowledged herself to be the mother and next friend of [Redacted], a minor, and further acknowledged that she executed the foregoing instrument on behalf of said minor by herself as such mother and next friend.

[Handwritten Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 9/2/2024



Dylan Geerts

Signature: [Handwritten Signature]

Date: June 8, 2021

**Dylan Geerts Notary Acknowledgement**

STATE OF Tennessee )  
COUNTY OF Warren )

On this 8<sup>th</sup> day of June, 2021, before me, a Notary Public, personally appeared **Dylan James Geerts** known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it as his free act and deed.



My Commission Expires: 02.07.2023

**Class Counsel, signing on behalf of Class**

Signature: [Handwritten Signature]

Name: Kyle Mothershead

Title: Class Counsel

Date: June 9, 2021

**Rutherford County, Tennessee**

Signature: Bill Ketron

Name: Bill Ketron

Title: Mayor

Date: June 7th 2021

**Rutherford County Mayor's Notary Acknowledgement**

STATE OF Tennessee  
COUNTY OF Rutherford

On this 7th day of June, 2021, before me, a Notary Public, personally appeared **Bill Ketron** known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, who after first being duly sworn, acknowledged himself to be the Mayor of Rutherford County, Tennessee, and further acknowledged that he executed the foregoing instrument on behalf of said Rutherford County, Tennessee by himself as such Mayor.



Rachel A. Lehw  
NOTARY PUBLIC

My Commission Expires: 10/22/2023