

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
COLUMBIA DIVISION**

KAREN MCNEIL, *et al.*,

Plaintiffs,

v.

COMMUNITY PROBATION SERVICES,
LLC, *et al.*,

Defendants.

Case No. 1:18-cv-00033

Judge Campbell/Magistrate Judge Frensley

JURY DEMAND

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by named Plaintiffs Karen McNeil, Lesley Johnson, Indya Hilfort, Lucinda Brandon, the Estate of Tanya Mitchell, and Victor Gray (collectively, the “Named Plaintiffs”), and Defendants Giles County (“County”) and the Giles County Sheriff (“Sheriff”) (collectively, the “County Defendants”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendants as alleged in the case captioned *McNeil, et al. v. Cmty. Prob. Servs., LLC, et al.*, Case No. 1:18-cv-00033 (M.D. Tenn. Apr. 23, 2018), as well as related appeals, *McNeil v. Cmty. Prob. Servs, LLC*, Case No. 19-5660, 803 Fed. App’x 846 (6th Cir. Feb. 28, 2020); *McNeil v. Cmty. Prob. Servs LLC*, Case No. 19-5262, 945 F.3d 991 (6th Cir. 2019) (collectively, the “Litigation”), on the terms set forth below and to the full extent reflected herein, subject to approval of the Court. The other Defendants to this lawsuit—Community Probation Services, LLC and PSI Probation, LLC (“the Defendant companies”), Timothy Cook, Patricia McNair, Harriet Thompson, and Markeyta Bledsoe—did not participate in the negotiation of any portion of this Settlement Agreement. They object to and are not bound by the provisions of this Settlement Agreement. Capitalized terms shall have the meaning ascribed to them in Section II of this Settlement Agreement.

I. RECITALS

A. PSI Defendants¹ and CPS Defendants² provide misdemeanor probation services to county governments. Beginning at least in December 2011, PSI contracted with Giles County to supervise people assigned to misdemeanor probation in Giles County, Tennessee. In March 2016, CPS contracted with Giles County to supervise people assigned to misdemeanor probation in Giles County, Tennessee. PSI and CPS provided probation officers to work with the Giles County court system to manage and implement its misdemeanor probation system.

B. On April 23, 2018, Named Plaintiffs Karen McNeil, Lesley Johnson, and Indya Hilfort, along with former named plaintiffs Sonya Beard and Tanya Mitchell, filed a putative class action complaint against the PSI Defendants, CPS Defendants, and County Defendants³ in the United States District Court for the Middle District of Tennessee. On April 19, 2019, the Court allowed Named Plaintiff Lucinda Brandon to substitute for Plaintiff Sonya Beard. Dkt. No. 253. On March 23, 2021, the Court allowed Plaintiffs to substitute the Estate of Tanya Mitchell for Ms. Mitchell, who passed away suddenly during the pendency of the Litigation. On April 30, 2021, the Court allowed Plaintiffs to file a Third Amended Complaint adding Named Plaintiff Victor Gray. Named Plaintiffs are represented by the following firms: Civil Rights Corps; Hughes Socol Piers Resnick & Dym, Ltd.; Barrett Johnston Martin & Garrison, LLC; and the Law Office of Kyle Mothershead (collectively, “Class Counsel”).

¹ “PSI Defendants” includes Defendant Progressive Sentencing, Inc., Defendant PSI-Probation II, LLC, Defendant PSI-Probation, L.L.C., Defendant Tennessee Correctional Services, LLC, Defendant Timothy Cook, and Defendant Markeyta Bledsoe.

² “CPS Defendants” includes Defendant Community Probation Services, LLC, Defendant Community Probation Services, L.L.C., Defendant Community Probation Services, and Defendant Patricia McNair.

³ “County Defendants” includes Defendant Giles County and Defendant Giles County Sheriff Kyle Helton in his official capacity.

C. In the Litigation, Named Plaintiffs represent classes of people assigned to misdemeanor probation in Giles County.

D. In the Litigation, Named Plaintiffs allege claims against the County Defendants for violations of due process and equal protection rights under the U.S. Constitution and abuse of process under Tennessee law. Named Plaintiffs also allege claims against the CPS Defendants and PSI Defendants for, *inter alia*, violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c) and (d), predicated on extortion in violation of the Hobbs Act, 18 U.S.C. § 1951, the Travel Act, 18 U.S.C. § 1952, and Tennessee Code § 39-14-112; violations of due process and equal protection rights under the U.S. Constitution; and unjust enrichment, civil conspiracy, and abuse of process under Tennessee law.

E. Named Plaintiffs and Class Counsel conducted an extensive examination of the facts and documents relating to the Litigation, including, among other things, engaging in the following investigation prior to filing the Litigation: (a) conducting interviews of dozens of probationers over 18 months; (b) requesting and obtaining documents from County Defendants, PSI Defendants, and CPS Defendants; (c) observing court proceedings; (d) reviewing court records; (e) reviewing records obtained through Tennessee open records requests; and (f) reviewing CPS and PSI documents and recordings of probation officers.

F. Since filing the Litigation, Named Plaintiffs and Class Counsel have continued to vigorously pursue this case, including by: (a) seeking and obtaining injunctive relief, including a preliminary injunction; (b) successfully defeating several motions to dismiss and motions for summary judgment; (c) producing over 6,000 pages of documents to Defendants; (d) reviewing over 467,000 pages of documents produced by Defendants; (e) engaging in mediation for almost a year; (g) litigating and prevailing on a preliminary injunction motion following an evidentiary

hearing; (h) litigating and prevailing on two appeals to the Sixth Circuit; (i) continuing to interview dozens of probationers by phone and during travel to Giles County; (j) taking multiple depositions in advance of the preliminary injunction hearing; and (k) defending three named Plaintiffs' depositions.

G. This Settlement was reached after a detailed mediation process conducted with the help of a skilled mediator.

H. The Litigation, if it were to continue, would likely result in expensive and protracted litigation, appeals and continued uncertainty as to the outcome.

I. Named Plaintiffs and Class Counsel have concluded that this Settlement provides substantial benefits to Named Plaintiffs and to the Settlement Class and resolves the Litigation without prolonged litigation and the risks, delays, and uncertainties inherent in litigation.

J. Named Plaintiffs and Class Counsel have concluded that this Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

K. Without admitting or conceding any wrongdoing, liability, or damages, or the appropriateness of the Named Plaintiffs' claims or similar claims for class treatment, the County Defendants consent to the Settlement as set forth herein solely to avoid the expense, inconvenience and inherent risk of litigation as well as the concomitant disruption of each Party's operations.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and general releases set forth below and subject to preliminary and final approval of the Court, the sufficiency and adequacy of which are hereby acknowledged, the Named Plaintiffs and County Defendants hereby agree as follows:

II. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

- A. “Agreement or Settlement” means this document and all of the attachments hereto. Each attachment hereto is expressly incorporated into this document by reference as though fully set forth herein.
- B. “Attorneys’ Fee Award” means the Court-approved award of fees, expenses and/or costs described in Section VI Paragraph A.
- C. “Cash Award” means the cash compensation that eligible Settlement Class Members shall be entitled to receive as detailed in Section IV Paragraph B–D.
- D. “Class Members” means all people in Class A, Class B, and Class C.
- E. “Class A” means all people (1) who are or will be convicted of a misdemeanor offense in Giles County, and (2) who are required to make payments and/or who are sentenced to probation.
- F. “Class B” means all people who were on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2017 through March 31, 2021.
- G. “Class C” means all people who paid CPS Fees and/or PSI Fees while on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2015 through March 31, 2021.
- H. “Class Counsel” means Civil Rights Corps; Hughes Socol Piers Resnick & Dym, Ltd.; Barrett Johnston Martin & Garrison, LLC; and the Law Office of Kyle Mothershead.
- I. “Class Member Lists” means lists of Class Members as described in Section V, Paragraph D.
- J. “Class Notice” means the Court-approved forms of notice to the Settlement Class, which will notify members of the Settlement Class of entry of the Preliminary Approval

Order and the scheduling of the Fairness Hearing, among other things, which documents shall be substantially in the form of Exhibit A.

K. “Consent Decree” means the agreed-upon injunctive relief which is set forth in Exhibit B.

L. “County Defendants” means Defendant Giles County and Defendant Kyle Helton as Sheriff for Giles County sued in his official capacity.

M. “Court” means the United States District Court for the Middle District of Tennessee.

N. “CPS Defendants” means Defendant Community Probation Services, LLC, Defendant Community Probation Services, L.L.C., Defendant Community Probation Services, and Defendant Patricia McNair.

O. “CPS Fees” means amounts paid to CPS for programs (including but not limited to fees for supervision, anger management sessions, alcohol safety school, urinalysis, credit card transactions, drug education classes, and/or domestic violence assessments), but excluding amounts CPS collected on behalf of the court, county, or state (such as court costs, warrant fees, and restitution).

P. “Cy Pres Distributee” means the nonprofit organization, Free Hearts, 2013 25th Ave. North, Nashville, TN 37208.

Q. “Damages Classes” means Class B and Class C.

R. “Days” means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Furthermore, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day

of the period so computed shall be included, unless it is a Saturday, a Sunday, or a Federal or State of Tennessee legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal or State of Tennessee legal holiday.

S. “Defendants” means CPS Defendants, County Defendants, and PSI Defendants.

T. “Effective Date” means the date described in Section XI.

U. “Fairness Hearing” means the hearing after which the Court orders final approval of the Settlement.

V. “Final” means final as described in Section XI Paragraph B.

W. “Final Order and Judgment” means the order as described in Section IX. Any reduction in any Attorneys’ Fee Award or Service Payment compared with the amounts requested in the submitted applications shall not be considered a material alteration.

X. “Giles County” means Giles County, Tennessee.

Y. “Giles County’s Counsel” means Farrar & Bates, LLP and Lucy D. Henson, PLLC.

Z. “Giles County Released Persons” means: (i) Giles County; and (ii) the Giles County Sheriff Kyle Helton, in his official capacity only.

AA. “Injunctive Class” means Class A.

BB. “Litigation” means the case captioned *McNeil, et al. v. Cmty. Prob. Servs., LLC, et al.*, Case No. 1:18-cv-00033 (M.D. Tenn. Apr. 23, 2018), as well as related appeals, *McNeil v. Cmty. Prob. Servs, LLC*, Case No. 19-5660, 803 Fed. App’x 846 (6th Cir. Feb. 28, 2020); *McNeil v. Cmty. Prob. Servs LLC*, Case No. 19-5262, 945 F.3d 991 (6th Cir. 2019).

CC. “Monitoring and Implementation Costs” means any and all reasonable and authorized costs and expenses arising from monitoring and implementation of the Consent Decree and Settlement Agreement.

DD. “Name and/or Address Update Deadline” means the same date as the Opt-out and Objection Deadline, which date will be specified in the Class Notice.

EE. “Name and/or Address Update Form” means a form that Settlement Class Members can complete and submit on or before the Name and/or Address Update Deadline to ensure that the benefits described herein are sent to the correct person and address, which document shall be substantially in the form of Exhibit C hereto.

FF. “Named Plaintiffs” means Karen McNeil, Lesley Johnson, Indya Hilfort, Lucinda Brandon, Victor Gray, and the Estate of Tanya Mitchell. Individually, Ms. McNeil, Ms. Johnson, Ms. Hilfort, Ms. Brandon, Mr. Gray, and the Estate of Tanya Mitchell are each considered a “Named Plaintiff.”

GG. “Notice and Administration Costs” means any and all reasonable and authorized costs and expenses arising from administration of the Settlement including and not limited to distributing the Notice of Settlement to the Settlement Class, collecting and notifying counsel of opt outs and objections to the Settlement, if any, distributing applicable tax documentation, postage/other costs, and calculating and distributing payments under the Settlement.

HH. “Notice Date” means the first day on which the Settlement Administrator and/or other parties begin disseminating the Class Notice, and shall be no later than twenty-one (21) days after the Settlement Administrator receives the Class Member Lists or no later than twenty-one (21) days after the Preliminary Approval Date, whichever is later.

II. “Opt-Out” shall refer to a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Section VII Paragraph C. An Opt-Out may rescind a request for exclusion by notifying the Settlement Administrator by mail, phone, or electronic mail by the Opt-Out and Objection Date to obtain benefits of the Settlement.

JJ. “Opt-Out List” shall refer to the list compiled by the Settlement Administrator pursuant to Section VII Paragraph F, identifying those who properly and timely submit a request for exclusion from the Settlement Class and become Opt-Outs.

KK. “Opt-Out and Objection Date” means the date by which a request for exclusion must be filed with the Settlement Administrator in order for a member of the Settlement Class to be excluded from the Settlement Class, and the date by which Settlement Class Members must file objections, if any, to the Settlement. The Opt-Out and Objection Date shall be no later than sixty (60) Days after the Notice Date or the date that is ten (10) calendar days after the date of re-mailing of the Notice of Settlement, whichever is later.

LL. “Parties” means Named Plaintiffs and the County Defendants. Named Plaintiffs shall be collectively referred to as one “Party.”

MM. “PSI Defendants” means Defendant Progressive Sentencing, Inc., Defendant PSI-Probation II, LLC, Defendant PSI-Probation, L.L.C., Defendant Tennessee Correctional Services, LLC, Defendant Timothy Cook, and Defendant Markeyta Bledsoe.

NN. “PSI Fees” means amounts paid to PSI for programs (such as fees for supervision, anger management sessions, alcohol safety school, urinalysis, credit card transactions, drug education classes, and/or domestic violence assessments), but excluding amounts PSI collected on behalf of the court, county, or state (such as court costs, warrant fees, and restitution).

OO. “Person” means an individual, county, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees.

PP. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court and received by counsel for the Parties.

QQ. “Preliminary Approval Order” means the order described in Section VIII and attached hereto without material alteration as Exhibit D.

RR. “Release” means the release and discharge, as of the Effective Date, by and among the Releasing Persons, the Giles County Released Persons, and Class Counsel, as described in Section IX Paragraph B.

SS. “Released Claims” refers to the claims set forth in Section IX.B.i.

TT. “Releasing Persons” means: (i) the Named Plaintiffs, on behalf of themselves and all Settlement Class Members; (ii) all Settlement Class Members; and (iii) the present, former, and future administrators, family members, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest and successors of each of the Named Plaintiffs and Settlement Class Members.

UU. “Service Payment” means the final Court-approved award to each Named Plaintiff as described in Section VI Paragraph B.

VV. “Settlement” or “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits.

WW. “Settlement Administrator” means Atticus Administration, which shall administer Class Notice, maintain the Settlement Website, and administer the Settlement in accordance with this Settlement Agreement and the Court’s orders.

XX. “Settlement Classes” means all Persons who fall within the definition of the classes identified in Section III Paragraphs A and B.

YY. “Settlement Class Members” means all Persons in the Settlement Classes who do not exclude themselves pursuant to Section VII Paragraph C (*i.e.*, become Opt-Outs).

ZZ. “Settlement Fund” or “Settlement Fund Payment” means two million dollars (\$2,000,000.00) as described in Section IV Paragraph A.

AAA. “Settlement Share” means the total amount of monetary compensation distributed to an individual member of the class.

BBB. “Settlement Website” means the dedicated website created and maintained by the Settlement Administrator that will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Class Notice, and the Name and/or Address Update Form. It shall be designed to be mobile optimized, as well as accessible to people with disabilities in compliance with the WCAG 2.0. It will also include the functionality to permit Name and/or Address Update Forms to be submitted online with electronic certifications and signatures.

CCC. The plural of any defined term includes the singular, and vice versa, as made necessary in context.

III. PROPOSED CLASSES FOR SETTLEMENT PURPOSES

A. Pursuant to Fed. R. Civ. P. 23, the Parties hereto agree to certification, for settlement purposes, of the following Settlement Classes for purposes of injunctive relief:

(i) All people (1) who are or will be convicted of a misdemeanor offense in Giles County and (2) who are required to make payments and/or who are sentenced to probation (referred to as “Class A”).

B. Pursuant to Fed. R. Civ. P. 23, the Parties hereto agree to certification, for settlement purposes, of the following Settlement Classes for purposes of damages relief:

(i) All people who were on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2017 through March 31, 2021 (referred to as “Class B”); and

(ii) All people who paid CPS Fees and/or PSI Fees while on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2015 through March 31, 2021 (referred to as “Class C”).

C. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate to the entering of an order preliminarily certifying the Settlement Classes, appointing Indya Hilfort and Victor Gray as representatives of Class A; Karen McNeil, Lesley Johnson, Indya Hilfort, Lucinda Brandon, Victor Gray, and the Estate of Tanya Mitchell as representatives of Classes B; Karen McNeil, Lesley Johnson, Lucinda Brandon, Estate of Tanya Mitchell, and Victor Gray as representatives of Class C, and appointing the following as Class Counsel for the Settlement Classes:

Elizabeth Rossi (*pro hac vice*)
Laura Gaztambide Arandes (*pro hac vice*)
Eric Halperin (*pro hac vice*)
Alexandria Twinem (*pro hac vice*)
Sumayya Saleh (*pro hac vice*)
CIVIL RIGHTS CORPS
1601 Connecticut Ave. NW, Suite 800
Washington, DC 20009
Telephone: (202) 844-4975
Facsimile: (202) 609-8030

Matthew J. Piers (*pro hac vice*)
Chirag G. Badlani (*pro hac vice*)
Kate E. Schwartz (*pro hac vice*)
HUGHES, SOCOL, PIERS, RESNICK &
DYM, LTD.
70 W. Madison St., Suite 4000
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David W. Garrison, BPR 24968
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GARRISON, LLC
Philips Plaza
414 Union St., Suite 900
Nashville, TN 37219
Telephone: (615) 244-2202
Facsimile: (615) 252-3798
dgarrison@barrettjohnston.com
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Kyle Mothershead, BPR 22953
The Law Office of Kyle Mothershead
414 Union St., Suite 900
Nashville, TN 37219
Telephone: (615) 982-8002
Facsimile: (615) 229-6387
kyle@mothersheadlaw.com

D. County Defendants will not oppose certification of the Settlement Class for purposes of settling this Litigation and obtaining the Court's approval of this Agreement.

E. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate to the Court entering an order appointing Atticus Administration as the Settlement Administrator.

F. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate to the Court entering an order preliminarily finding that the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Classes.

G. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in any material respect by the Court, or such approval is reversed, vacated, or modified in any material respect by the Court or by any other court, the certification of the Settlement Classes shall be deemed vacated, the Litigation shall proceed as if the Settlement Classes had never been certified, and no reference to the Settlement Classes, this Settlement

Agreement or any documents, communications, or negotiations related in any way thereto shall be made for any purpose in the Litigation or in any other action or proceeding.

IV. **BENEFITS TO THE PARTIES AND CLASS**

A. **Settlement Fund.** Pursuant to the terms and conditions set forth below, Giles County agrees to pay a total sum of two million dollars (\$2,000,000.00) to the Settlement Fund. This payment shall be referred to as the “Settlement Fund Payment.” The Settlement Fund Payment shall be the sole and exclusive payment to the Named Plaintiffs, the Settlement Class Members, and Class Counsel in connection with this Settlement Agreement, the Litigation, and the Released Claims or attorneys’ fees or costs of any kind. However, the Settlement Fund Payment shall not be used to pay Notice and Administration Costs or Monitoring and Implementation Costs.

(i) The Settlement Fund Payment will be used to pay in full satisfaction of all Settlement costs including, without limitation, Cash Awards, Attorneys’ Fees Awards, and Service Payments.

(ii) “Net Settlement Fund” means the Settlement Fund Payment, less the amounts paid in Attorneys’ Fees Awards and Service Payments.

B. **Timing Of Payment Obligations.** Giles County shall have no obligation to make any payments under this Settlement Agreement until the Court enters a Preliminary Approval Order. Once the Court enters a Preliminary Approval Order, the payment obligations of Giles County are as follows:

(i) After entry of the Preliminary Approval Order, Giles County shall pay reasonable Notice and Administration Costs arising under this Settlement Agreement by making such payments directly to the Settlement Administrator (or to such other party incurring such costs) as those costs are incurred and payment becomes due. Both Giles County and Class

Counsel shall approve the amount of Notice and Administration Costs paid to the Settlement Administrator and shall not unreasonably withhold their consent. If the Parties are unable to agree on the amount to be paid, the Parties will submit their dispute to the Court for resolution.

(ii) Within three (3) business days after the Effective Date, Giles County will mail a check overnight, with tracking, via FedEx or UPS to the Settlement Administrator and will ensure that its insurer, as needed to fully fund the Settlement Fund, mails a check overnight, with tracking, via FedEx or UPS to the Settlement Administrator.

(iii) Any interest that accrues on the Settlement Fund in the Settlement Account shall be added to the Settlement Fund.

C. **Cash Awards.** Settlement Class Members who were on supervised probation in Giles County shall be entitled to receive an Initial Cash Award as follows:

(i) Each Settlement Class Member who was on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2017 through March 31, 2021 (*i.e.* Class B) will be entitled to receive a Cash Award equal to 80% of \$1,680,000 (the Settlement Fund minus attorneys' fees and service payments), divided by the total number of people in Class B;

(ii) Each Settlement Class Member who paid CPS Fees and/or PSI Fees while on probation in connection with a misdemeanor offense in Giles County on or after April 23, 2015 through March 31, 2021 (*i.e.* Class C) will be entitled to receive a Cash Award equal to 20% of \$1,680,000, divided by the total number of people in Class C.

D. **Distribution Of Cash Awards.**

(i) If money reverts to the Settlement Fund after the deadline to cash the initial checks has passed, the Settlement Administrator will make a second payment to each

Settlement Class Member who cashed a check or accepted payment from the Settlement Administrator through another means. Settlement Class Members in Class B who cashed their initial checks or otherwise accepted their initial payment will be entitled to a Cash Award equal to 80% of the reverted settlement funds divided by the total number of people in Class B who cashed their initial checks, except that the Settlement Administrator shall not issue payments equal to less than \$25.00. Settlement Class Members in Class C who cashed their initial checks or otherwise accepted their initial payment will be entitled to a Cash Award equal to 20% of the reverted settlement funds divided by the total number of people in Class C who cashed their initial checks or otherwise accepted their initial payment, except that the Settlement Administrator shall not issue payments equal to less than \$25.00.

(ii) If thereafter any additional funds remain in the Settlement Account, they shall be donated to Free Hearts in Nashville, Tennessee.

E. **Consent Decree.** As part of the Settlement, Giles County and Plaintiffs will agree to request that the Court enter the Consent Decree set forth in Exhibit B hereto.

V. **CLAIMS PROCESS**

A. **Settlement Administration Costs.** The Parties have selected Atticus Administration to administer this class action settlement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Agreement. The costs of settlement administration shall be paid by the County.

B. The Settlement Administrator will be responsible for the following:

(i) Printing and mailing the Notice of Settlement approved by the Court via first class mail to the Class Members to the last known addresses for the Class Members;

- (ii) Performing address updates by searching the U.S. Postal Service's National Change of Address database, and if needed, attempting to locate an updated address for any Class Member whose Notice of Settlement is returned as undeliverable before the Objection/Exclusion Deadline by performing a skip trace;
- (iii) Tracking and processing any and all Name and/or Address Update forms and other information from Class Members promptly;
- (iv) Consulting with counsel for the Parties concerning any relevant issue, including without limitation distribution of the Notice of Settlement;
- (v) Receiving and keeping track of timely and proper requests for exclusion and/or objections;
- (vi) Preparing a declaration regarding its due diligence in the Settlement administration process;
- (vii) Creating a Qualified Settlement Fund and holding the Settlement Fund prior to distributing settlement payments;
- (viii) Mailing each Settlement Class Member his/her first-round and second-round Settlement Share(s);
- (ix) Determining each applicable Settlement Class Member's second round Settlement Share;
- (x) Distributing Class Counsel's Attorneys' Fee Award.
- (xi) Issuing applicable tax documentation to Class Members regarding their Settlement Share(s);
- (xii) Issuing applicable tax documentation to Class Counsel regarding the Attorneys' Fee Award payment;

- (xiii) Issuing applicable tax documentation to the Plaintiffs regarding each person's Service Payment and Settlement Share(s);
- (xiv) Issuing the unclaimed funds payment to Free Hearts, if applicable; and,
- (xv) All tasks assigned to the Settlement Administrator under this Agreement and any other such tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

C. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

D. If necessary, no later than 7 days after moving for preliminary approval of the settlement, the Parties will jointly move the Court to order PSI Defendants and CPS Defendants to provide the Settlement Administrator with Class Member Lists consisting of a full and complete list of individuals assigned to probation with CPS or PSI between April 23, 2015 and the present, including their name, most recent mailing address(es), any other mailing addresses, email addresses, phone numbers, the dates they were on supervised probation in Giles County, fees paid to PSI Defendants and/or CPS Defendants, and social security numbers or other tax identification numbers. The Parties need not file such a motion if such lists have been provided, the Court orders a different process, or the Parties and the companies agree to a different process for timely providing the lists to the Settlement Administrator. If a motion is filed, the Parties will request that PSI Defendants and CPS Defendants be ordered to provide this information from their respective PTS databases in .txt, .csv, or .xcl format within seven (7) days of an Order issued by the Court to produce the Class Member Lists.

E. **Notice And Submission Of Claims.** Within twenty-one (21) days after receiving the Class Member Lists from PSI Defendants and CPS Defendants (as described in Section V. B.) or within twenty-one (21) days after the Preliminary Approval Date, whichever is later, the Settlement Administrator shall send each Class Member a copy of the Notice of Settlement, attached hereto as the first page of Exhibit A, via First Class regular U.S. mail. The Notice will be mailed using the most current mailing address information on file with CPS Defendants and/or PSI Defendants as provided to the Settlement Administrator.

(i) Within twenty-one (21) days of the date of the initial mailing, the Settlement Administrator shall promptly conduct a second mailing for any Class Member whose Summary Notice is returned as undelivered and for whom a forwarding address is provided by the U.S. Postal Service or through skip-tracing. If, after this second mailing, the Summary Notice is again returned as undelivered, then the notice mailing process shall end for that Class Member unless they submit a Name and/or Address Update form or otherwise contact the Settlement Administrator.

(ii) Upon completion of these steps by the Settlement Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Summary Notice to each Class Member, and such Class Members shall be bound by all terms of the Settlement.

(iii) For those Class Members whose Notice of Settlement are re-mailed pursuant to Paragraph 6(d)(i), the Objection/Exclusion Deadline shall be the later of the Objection/Exclusion Deadline or the date that is ten (10) days after the date of re-mailing of the Notice of Settlement.

(iv) No person shall have any claim against the County Defendants, the County Defendants' counsel, the Plaintiffs, Class Counsel, or the Settlement Administrator based on any claim that the mailings made in accordance with this Agreement were not received in a timely manner.

F. Class Notice shall also be provided in the newspaper called the Pulaski Citizen in the daily edition with the highest circulation, two times on dates that are two weeks apart, the first advertisement running as soon as practicable after preliminary approval; publicly at the Giles County courthouse; and via Facebook advertisements. The Facebook advertisements must comply with the following minimum specifications: the advertisement must run for 30 days; must target individuals likely to be in the Settlement Classes based on demographic information such as age, income, and education level; must be visible to Facebook users located in Tennessee and Alabama; and must include a "Facebook Homepage" that will direct users to the settlement website for more information on the Settlement.

G. On a weekly basis, the Settlement Administrator must notify counsel for the Parties via electronic mail of all opt-outs and objections to the Settlement it has received. The Settlement Administrator shall retain the opt-outs and objections and the envelopes showing their postmark and permit inspection and copying of same by counsel for the Parties at their request. Opt-outs and objections to the Settlement shall be disregarded if they are not post-marked on or before the Objection/Exclusion Deadline.

H. The Class Notice shall provide information regarding the settlement and the mailing of payments, including the amount of money that will be sent. The Class Notice will also provide Settlement Class Members with options for providing an updated name and address using an online form or a mailed letter or postcard. Name and/or Address Update Forms shall be

available from Class Counsel, the Settlement Administrator, on the Settlement Website, and in the Giles County Courthouse.

I. Within seven (7) business days of receiving the check described in Section IV(B)(ii), the Settlement Administrator will mail the first round of settlement checks or provide payment through other means, which may include payment apps or electronic transfers.

J. Ninety (90) calendar days after the Settlement Administrator mails the first round of settlement checks, Settlement Class Members must have either cashed their initial settlement checks or accepted payment through other means offered by the Settlement Administrator, which may include payment apps or electronic transfers (“the first payment completion deadline”). All checks not cashed by this deadline will be voided and revert back to the Settlement Fund.

K. Within fourteen (14) calendar days after the first payment completion deadline, the Settlement Administrator shall determine which Settlement Class Members timely cashed their settlement check or otherwise completed the payment process and how much money reverted into the Settlement Fund based on any Settlement Class Members’ failure to timely cash their settlement check by the first payment completion deadline (“reverted settlement funds”). Within three (3) calendar days after the Settlement Administrator determines who failed to timely cash the first check, the Settlement Administrator shall place a stop payment on each Settlement Class Member’s uncashed first check.

L. Based on the Settlement Administrator’s determination/calculation of reverted settlement funds, the Settlement Administrator shall allocate the reverted settlement funds to the Settlement Class Members who cashed their initial settlement check or otherwise completed the payment process for a second round of payments using the formula set forth in Section IV Paragraph D(i).

(i) If second-round payments are required pursuant to Section IV Paragraph D, the Settlement Administrator shall mail any second-round checks, or provide payment through other means, which may include payment apps or electronic transfers, no later than thirty (30) days from the date on which the Class Administrator places the stop payment on each Settlement Class Member's uncashed first check.

(ii) If no second-round payments are required pursuant to Section IV Paragraph D, the Settlement Administrator shall distribute the remaining money to the cy pres.

(iii) If second-round payments are required pursuant to Section IV Paragraph D, then ninety (90) days after the Settlement Administrator mails the second round of settlement checks, Settlement Class Members must have either cashed their second settlement checks or accepted payment through other means offered by the Settlement Administrator, which may include payment apps or electronic transfers ("the second payment completion deadline"). All checks not cashed by this deadline will revert to the Settlement Fund.

(iv) Within fourteen (14) calendar days after the second payment completion deadline, the Settlement Administrator shall determine how much money reverted into the Settlement Fund based on any Settlement Class Members' failure to timely cash their settlement check by the second payment completion deadline. Within three (3) calendar days after the Settlement Administrator determines who failed to timely cash the first check, the Settlement Administrator shall place a stop payment on each Settlement Class Member's uncashed second check.

(v) Seven (7) calendar days after the Settlement Administrator shall place a stop payment on each Settlement Class Member's uncashed second check, the Settlement Administrator shall distribute all money remaining in the Settlement Fund to Free Hearts, 2013 25th Ave. North, Nashville, TN 37208.

VI. ATTORNEYS' FEES AND COSTS AND SERVICE PAYMENTS

A. **Attorneys' Fee Awards.** The Parties agree not to dispute that Named Plaintiffs' attorneys are entitled to reasonable fees and expenses subject to approval of the Court and to be paid from the Settlement Fund.

(i) Class Counsel will seek an award of attorneys' fees and expenses (including their court costs) to be paid exclusively from the Settlement Fund. The Parties agree not to oppose a motion requesting the following payments of fees and costs:

- a. Civil Rights Corps: \$50,000
- b. Hughes Socol Piers Resnick & Dym, Ltd.: \$130,000
- c. Barrett Johnston Martin & Garrison, LLC: \$15,000
- d. Law Office of Kyle Mothershead: \$5,000

(ii) Awards and any expenses incurred by Class Counsel which are approved by the Court shall be paid exclusively from the Settlement Fund as part of the administration of the Class claims.

(iii) If Class Counsel's request for an award of attorneys' fees and costs is approved, the Settlement Fund will make payments to Class Counsel within seven (7) business days of the Settlement Administrator receiving the check described in Section IV(B)(ii).

B. **Service Payments for Named Plaintiffs.** Class Counsel shall apply for Service Payments to the Class Representatives to be paid for the time and effort that the Class Representatives spent pursuing this Action and in recovering damages on behalf of Settlement

Class Members. The County Defendants agree not to oppose such application. Any Service Payment shall be paid by check to the Class Representative at the same time he or she receives his or her initial settlement check, specifically, within seven (7) business days of the Settlement Administrator receiving the check described in Section IV(B)(ii). The Class Representative Service Payments are separate and apart from any Settlement Award/Payment for which the Plaintiffs qualify as a Class Member. The Service Payments will be distributed by the Settlement Administrator as follows:

- a. Victor Gray: \$5,000
- b. Karen McNeil: \$20,000
- c. Lesley Johnson: \$20,000
- d. Indya Hilfort: \$25,000
- e. The Estate of Tanya Mitchell: \$25,000
- f. Lucinda Brandon: \$25,000

C. Any order or proceedings relating to the applications for attorneys' fees and expenses or Service Payments, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Order and Judgment approving the Settlement Agreement and the Settlement.

VII. SETTLEMENT NOTICE, OBJECTIONS, AND OPT-OUT RIGHTS

A. The Settlement Administrator will work under the direction of counsel for the Parties.

B. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. In order to object, the Settlement Class Member must include in the objection submitted to the Court and served on counsel for the Parties: (i) the name, address,

and telephone number of the person objecting and, if represented by counsel, of his/her counsel; (ii) a signed declaration under penalty of perjury stating that he or she is a member of the Settlement Class; (iii) a statement of all objections to the Settlement and the legal and factual bases for such objections; and (iv) a statement of whether he or she intends to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of his or her counsel who will attend. Unless otherwise ordered by the Court, any Settlement Class Member who fails to file and serve timely a written objection and notice of his or her intent to appear at the Fairness Hearing pursuant to this Paragraph and as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

C. A member of the Settlement Class who wishes to opt out of the Settlement Class must complete and send to the Settlement Administrator a request for exclusion that is post-marked or submitted electronically no later than the Opt-Out and Objection Date. The request for exclusion must be personally signed by the member of the Settlement Class requesting exclusion, contain a statement that indicates his or her desire to be excluded from the Settlement Class and contain a statement under penalty of perjury that he or she is otherwise a member of the Settlement Class. A member of the Settlement Class may opt out on an individual basis only. So-called “mass” or “class” opt-outs, whether filed by third parties on behalf of a “mass” or “class” of class members or multiple class members where no personal statement has been signed by each and every individual class member, shall not be allowed.

D. Except for those members of the Settlement Class who timely and properly file a request for exclusion, all members of the Settlement Class will be deemed to be Settlement Class

Members for all purposes under the Settlement Agreement, and upon the Effective Date, will be bound by its terms, regardless of whether they receive any monetary relief.

E. Any member of the Settlement Class who properly opts out of the Settlement Class shall not: (i) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (ii) be entitled to relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.

F. The Settlement Administrator shall provide counsel for the Parties with the Opt-Out List on a weekly basis and with a final list within seven (7) Days after the Opt-Out and Objection Date.

VIII. SETTLEMENT APPROVAL PROCESS

After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order that is without material alteration from Exhibit D hereto, which:

- A. Preliminarily approves this Settlement Agreement;
- B. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Class;
- C. Sets a deadline to file a Motion for Final Approval within 120 days of the Order granting Preliminary Approval or the date Class Member Lists are provided to the Settlement Administrator, whichever is later;
- D. Schedules a Fairness Hearing on final approval of this Settlement and Settlement Agreement to consider the fairness, reasonableness and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

E. Appoints the Settlement Administrator in accordance with Section III Paragraph E of this Settlement Agreement;

F. Approves the Class Notice, the content of which is without material alteration from Exhibit A to this Settlement Agreement, and directs the Settlement Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program;

G. Finds that the Settlement Class Notice Program: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; and (iv) meets all requirements of applicable law;

H. Requires the Settlement Administrator to file proof of compliance with the Settlement Class Notice Program at or before the Fairness Hearing;

I. Approves the Name and/or Address Update Form, the content of which is without material alteration from Exhibit C to this Settlement Agreement, and sets an initial Name and/or Address Update Deadline;

J. Approves the creation of the Settlement Website in accordance with the terms of this Settlement Agreement;

K. Requires any member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked or submitted electronically no later than the Opt-Out and Objection Date, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Class Notice;

L. Orders that any member of the Settlement Class who does not submit a timely, written request for exclusion from the Settlement Class (*i.e.*, becomes an Opt-Out) will be bound

by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

M. Requires any Settlement Class Member who does not become an Opt-Out and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement or Settlement Agreement to file with the Court and serve on counsel for the Parties no later than the Opt-Out and Objection Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information, provided however that nothing in this Paragraph shall restrict the Court's discretion to allow a Settlement Class Member who does not become an Opt-Out to appear at the Fairness Hearing:

- (i) The objector's full name, address, and telephone number;
- (ii) A signed declaration that he or she is a member of the Settlement Class;
- (iii) A written statement of all grounds for the objection;
- (iv) A statement of whether the objector intends to appear at the Fairness

Hearing; and

(v) If the objector intends to appear at the Fairness Hearing through counsel, the objection must also identify the attorney representing the objector who will appear at the Fairness Hearing;

N. Specifies that any response to an objection shall be filed with the Court no later than seven (7) Days prior to the Fairness Hearing;

O. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of Section

VII Paragraph B of this Settlement Agreement shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

P. Requires any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement, the applications for Attorneys' Fee Awards or Service Payments, and who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator (who shall forward it to counsel for the Parties) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court may otherwise direct;

Q. Requires that any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing shall so state in their objection papers or as the Court otherwise may direct;

R. Directs the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving requests for exclusion and any other communications, and providing that only the Settlement Administrator shall have access to this post office box, except as otherwise provided in this Settlement Agreement;

S. Orders the Settlement Administrator to provide the Opt-Out List to counsel for the Parties on a weekly basis, and a final list no later than seven (7) Days after the Opt-Out and Objection Date, and then file with the Court the Opt-Out List with an affidavit attesting to the completeness and accuracy thereof no later than five (5) Days thereafter or on such other date as the Court may direct;

T. Preliminarily enjoins all members of the Settlement Class unless and until they have timely excluded themselves from the Settlement Class from: (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other

lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; (ii) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims. Any Person who knowingly violates such injunction shall pay the attorneys' fees and costs incurred by counsel for the Giles County Released Persons and/or Class Counsel as a result of the violation. This Settlement Agreement is not intended to prevent members of the Settlement Class from participating in any action or investigation initiated by a local, state or federal agency; and

U. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

IX. FINAL ORDER AND JUDGMENT AND RELEASES

A. **Final Order.** If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, Plaintiffs will file a motion with the Court requesting dismissal of all claims by the Named Plaintiffs against

CPS Defendants and PSI Defendants in their official capacities, and all claims by the Named Plaintiffs against Timothy Cook in his personal capacity, with prejudice and with each party to bear its own costs.⁴ Further, if the Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws that, among other things:

- (i) Finds that the Court has personal jurisdiction over the Named Plaintiffs and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;
- (ii) Certifies a Settlement Class solely for purposes of this Settlement;
- (iii) Grants final approval to this Settlement Agreement as being fair, reasonable and adequate as to all Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;
- (iv) Declares this Settlement Agreement and the Final Order and Judgment to be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of the Named Plaintiffs and all Settlement Class Members, as well as their respective present, former, and

⁴ Plaintiffs' personal capacity claims for equitable relief against Defendant McNair and Defendant Bledsoe will become moot if the Consent Decree is approved.

future administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors;

(v) Finds that the Settlement Class Notice Program: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) met all requirements of due process and any other applicable law;

(vi) Approves the Name and/or Address Update Form that was distributed to the Settlement Class, the content of which was without material alteration from Exhibit C to this Settlement Agreement;

(vii) Approves the Class Notice that was distributed to the Settlement Class, the content of which is without material alteration from Exhibit A to this Settlement Agreement;

(viii) Finds that Class Counsel and the Named Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

(ix) Dismisses the Litigation against County Defendants on the merits and with prejudice and with the Parties to bear their own fees or costs, except as specifically provided in this settlement agreement, in accordance with the terms of the Final Order and Judgment;

(x) Dismisses the Litigation against the PSI Defendants and the CPS Defendants with Plaintiffs and all Defendants to bear their own costs;⁵

(xi) Adjudges that the Named Plaintiffs and the Settlement Class have conclusively compromised, settled, dismissed, and released any and all Released Claims against the Giles County Released Persons;

(xii) Approves payment of any Attorneys' Fee Awards and Named Plaintiffs' Service Payments;

(xiii) Without affecting the finality of the Final Order and Judgment, reserves jurisdiction over the Settlement Administrator, the PSI Defendants, the CPS Defendants, the Giles County Defendants, the Named Plaintiffs, and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement, the Settlement Agreement, Consent Decree, and Final Order and Judgment and for any other necessary purposes;

(xiv) Provides that upon the Effective Date, the Named Plaintiffs and all Settlement Class Members, unless the Class Member has validly opted-out pursuant to the procedures set forth herein, shall have released and shall be barred from asserting any and all Released Claims against the Giles County Released Persons;

(xv) Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment;

⁵ Plaintiffs' personal capacity claims for equitable relief against Defendant McNair and Defendant Bledsoe will become moot if the Consent Decree is approved.

(xvi) Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as: (i) shall be consistent in all material respects with the Final Order and Judgment; and (ii) do not limit the rights of the Parties or Settlement Class Members; and

(xvii) Issues the Consent Decree set forth in Exhibit B hereto.

B. **Release Provisions.** The Named Plaintiffs, upon cashing their Service Payment and Settlement Share checks or completing the payment process through other means, and the Settlement Class Members, by not opting out, hereby agree to the following Releases, which take effect on the Effective Date:

(i) **Released Claims** are as follows: For and in consideration of the Settlement Share, any Service Payment, and other consideration described herein, and except as to the rights and obligations provided for under this Agreement, as of the Effective Date, the Releasing Persons shall and do hereby release and discharge the County Defendants and its current, former, and future officials, employees, and agents from all legal and equitable claims, causes of action, liabilities, and costs (including attorneys' fees and costs actually incurred) based upon alleged constitutional and statutory violations or any other violations of federal or state law related to the County's misdemeanor probation system, enforcement of court orders relating to a misdemeanor criminal offense in Giles County, or incarceration for alleged violation of misdemeanor probation or otherwise arising out of or which could have been brought as part of the Complaint filed in the above-captioned civil action, except that Plaintiffs do not release personal capacity claims against the other PSI Defendants and CPS Defendants. The relief to be given to the Releasing Persons does not constitute an admission by the County of the validity of

any claim raised by me or on my behalf, nor does it constitute liability for any wrongdoing or violation of any applicable federal law or regulation.

(ii) Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

X. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

A. Within fifteen (15) Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

(i) If the Court fails to approve the Settlement Agreement as written in any material respect or if on appeal the Court's approval is reversed or modified;

(ii) If the Court materially alters any of the terms of the Settlement Agreement; or

(iii) If the Preliminary Approval Order, as described in Section VIII, or the Final Order and Judgment, as described in Section IX, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason.

B. In the event of withdrawal by any Party in accordance with the terms set forth in this Section X, Paragraph A, the Settlement Agreement (except for the covenants and provisions describing the effect of withdrawal in Section X) shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any proposed or existing class or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties and shall not be deemed or construed to be an admission or confession in any way by any Party

of any fact, matter, or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

XI. EFFECTIVE DATE

A. The Effective Date of this Settlement Agreement shall be the date when each and all of the following conditions have occurred:

(i) This Settlement Agreement has been fully executed by all Parties and their counsel;

(ii) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement, and approving the forms of Class Notice and Claim Form, all as provided above;

(iii) The Settlement Class Notice Program has been executed in accordance with the Preliminary Approval Order;

(iv) The Court has entered a Final Order and Judgment finally approving this Agreement, as provided above; and

(v) The Final Order and Judgment has become Final as defined in Paragraph B below.

B. “Final,” when referring to a judgment or order, means that fifteen (15) days have passed since the final judgment was entered and no stay has been issued.

C. If, for any reason, this Settlement Agreement fails to become Final pursuant to the foregoing Paragraph B, the orders, judgment, and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the *status quo ante* with respect to the Litigation as if this Settlement Agreement had never been entered into.

XII. NOTICES

A. All Notices (other than the Class Notice and notice pursuant to the Class Action Fairness Act) required by the Settlement Agreement shall be made in writing and communicated by mail to the following addresses, including by electronic mail to the following addresses:

All Notices to Class Counsel shall be sent to Class Counsel, c/o:

Laura Gaztambide Arandes
Alexandria Twinem
Civil Rights Corps
1601 Connecticut Ave. NW, Ste. 800
Washington, DC 20006
Telephone: (202) 599-0953
laura@civilrightscorps.org
alexandria@civilrightscorps.org

Kyle F. Mothershead
Law Office of Kyle Mothershead
414 Union Street, Suite 900
Nashville, TN 37219
Telephone: (615) 982-8002
Facsimile: (615) 229-6387
Kyle@mothersheadlaw.com

All Notices to Giles County's Counsel and the Giles County Sheriff's Counsel provided herein shall be sent to Giles County's and the Giles County Sheriff's Counsel, c/o:

Robyn Beale Williams
Cassandra M. Crane
Farrar & Bates, LLP
12 Cadillac Drive, Suite 480
Brentwood, TN 37207-5366
(615) 254-3060
robyn.williams@farrar-bates.com
casey.crane@farrar-bates.com

Lucy D. Henson
Lucy D. Henson, PLLC
118 South Second St.
P.O. Box 333
Pulaski, TN 38478

(931) 424-8713
henson@midsouthlaw.com

B. The notice recipients and addresses designated above may be changed by written notice to the Settlement Administrator and counsel for the Parties.

C. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion, or other documents or filings received as a result of the Class Notice.

XIII. MISCELLANEOUS PROVISIONS

A. **Interpretation.** This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior discussions, agreements, or understandings among them as well as any and all prior drafts of this Settlement Agreement. All terms are contractual. For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that the Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party, and the Parties further agree that any prior drafts may not be used to construe or interpret this Settlement Agreement.

B. **Binding Effect.** The terms are and shall be binding upon each of the Parties hereto, their administrators, agents, assigns, attorneys, executors, heirs, partners, representatives, predecessors-in-interest, and successors as well as upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto including any Settlement Class Members.

C. **Deadlines.** The Parties, by mutual consent, can alter the deadlines in this Agreement without requiring Court approval.

D. **Headings.** The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

E. **No Rescission On Grounds Of Mistake.** The Parties acknowledge that they have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Settlement Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

F. **Amendment.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

G. **Integration Of Exhibits.** The exhibits to this Settlement Agreement are an integral and material part of the Settlement and are hereby incorporated and made a part of the Settlement Agreement.

H. **Jurisdiction.** The United States District Court for the Middle District of Tennessee has jurisdiction over the Parties to this Settlement Agreement and the Settlement Class.

I. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Tennessee.

J. **Counterparts.** This Settlement Agreement may be executed in counterparts and may be executed by facsimile, and as so executed shall constitute one agreement.

K. **Confidentiality.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement, except that documents that are redacted to protect personally identifying information are not Confidential.

L. **Stay.** The deadlines in this case are currently stayed pending resolution of the Motion for Preliminary Approval. As needed, the Parties will jointly stipulate to stay the Litigation in its entirety until the approval of this Settlement Agreement has been finally determined, with the exception of the following: any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement or related to the implementation of this Settlement Agreement.

M. **Best Efforts.** The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized representatives below on June 30, 2021:

Named Plaintiffs:

Karen McNeil

By: /s/ Karen McNeil, signed by Elizabeth Rossi (with permission)

Lesley Johnson

By: /s/ Lesley Johnson, signed by Elizabeth Rossi (with permission)

Indya Hilfort

By: /s/ Indya Hilfort, signed by Elizabeth Rossi (with permission)

Estate of Tanya Mitchell

By: /s/ Estate of Tanya Mitchell, signed by Elizabeth Rossi (with permission)

Lucinda Brandon

By: /s/ Lucinda Brandon, signed by Elizabeth Rossi (with permission)

Victor Gray

By: /s/ Victory Gray, signed by Elizabeth Rossi (with permission)

Class Counsel (or former Class Counsel):

CIVIL RIGHTS CORPS

By: /s/ Elizabeth Rossi

Elizabeth Rossi

1601 Connecticut Ave NW, Suite 800

Civil Rights Corps

Washington, DC 20009

Telephone: (202) 844-4975

HUGHES SOCOL PIERS RESNICK & DYM, LTD.

By: /s/ Matthew J. Piers
Matthew J. Piers
70 W. Madison St., Suite 4000
Chicago, IL 60602
Telephone: (312) 580-0100

BARRETT JOHNSTON MARTIN & GARRISON, LLC

By: /s/ David W. Garrison
David W. Garrison
Philips Plaza
414 Union St., Suite 900
Nashville, TN 37219
Telephone: (615) 244-2202

LAW OFFICE OF KYLE MOTHERSHEAD

By: /s/ Kyle F. Mothershead
Kyle F. Mothershead
414 Union Street, Suite 900
Nashville, Tennessee 37219
Telephone: (615) 982-8002

Defendants:

Giles County, Tennessee

By: /s/ Cassandra Crane

Its: Counsel

Kyle Helton, in his official capacity as Giles County Sheriff

By: /s/ Cassandra Crane

Its: Counsel

Approved as to form:

CIVIL RIGHTS CORPS

By: /s/ Elizabeth Rossi
Elizabeth Rossi
1601 Connecticut Ave NW, Suite 800
Civil Rights Corps
Washington, DC 20009
Telephone: (202) 844-4975

HUGHES, SOCOL, PIERS, RESNICK & DYM, LTD.

By: /s/ Matthew J. Piers
Matthew J. Piers
70 W. Madison St., Suite 4000
Chicago, IL 60602
Telephone: (312) 580-0100

BARRETT JOHNSTON MARTIN & GARRISON, LLC

By: /s/ David W. Garrison
David W. Garrison
Philips Plaza
414 Union St., Suite 900
Nashville, TN 37219
Telephone: (615) 244-2202

LAW OFFICE OF KYLE MOTHERSHEAD

By: /s/ Kyle F. Mothershead
Kyle F. Mothershead
414 Union Street, Suite 900
Nashville, Tennessee 37219
Telephone: (615) 982-8002

Class Counsel for Plaintiffs

FARRAR & BATES

By: _____

Cassandra M. Crane
12 Cadillac Drive, Suite 480
Brentwood, TN 37207-5366
(615) 254-3060

LUCY D. HENSON, PLLC

By: _____

Lucy D. Henson
118 South Second St.
P.O. Box 333
Pulaski, TN 38478
(931) 424-8713

Counsel for County Defendants