

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION**

---

**STEVEN F. COX, KELLY FREEMAN,  
RUFUS IRVING, KEITH FASON, ERNIE  
KIRK, and DAVID NAGI, individually  
and on behalf of all similarly situated  
persons,**

**Plaintiffs,**

**v.**

**No. 1:19-cv-01026-JDB-jay**

**CITY OF JACKSON, TENNESSEE,**

**Defendant.**

---

**SETTLEMENT AGREEMENT**

---

Plaintiffs Rufus Irving and Keith Fason and Defendant City of Jackson, Tennessee enter into this Settlement Agreement providing, subject to the approval of the Court, for settlement of the claims herein described against Defendants.

WHEREAS, Plaintiffs filed the above-captioned class action lawsuit against Defendants City of Jackson, Tennessee, alleging that the City violated Plaintiffs' constitutional rights by failing to obtain a properly sworn arrest warrant or affidavit of complaint, with probable cause, before detaining Plaintiffs and others similarly situated class members for longer than forty-eight hours.

WHEREAS, the City has denied and continues to deny Plaintiffs' claims, and the City denies any wrongdoing or liability of any kind to Plaintiffs or to any members of the Class (as defined hereinafter).

WHEREAS, the parties have engaged in substantial, adversarial settlement negotiations and, as a result, have agreed that settlement is desirable to resolve fully and finally all pending and potential claims of Plaintiffs and all class members relating to the alleged conduct involved in this litigation.

WHEREAS, the parties believe that this Settlement Agreement offers significant benefits to class members and is fair, reasonable, adequate, and in the best interest of the class members.

WHEREAS, this Settlement Agreement is made and entered into by and among the City and Plaintiffs Rufus Irving and Keith Fason, individually and on behalf of a class of similarly situated persons defined as:

All persons arrested in Jackson, Tennessee and charged in the Jackson City Court and detained for more than 48 hours without being provided the constitutionally mandated probable cause determination made by a magistrate judge or certified court clerk, or for which there was no other valid basis for detention (e.g., a pending unrelated arrest warrant or *capias*) during the period of January 18, 2016 and January 18, 2019.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the undersigned as follows:

**I. DEFINITIONS**

- A. Claims Period. “Claims Period” shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date until the date 90 days thereafter.
- B. Class Counsel. “Class Counsel” shall mean Jackson, Shields, Yeiser, Holt, Owen and Bryant, Memphis, TN; Weinman & Associates, Jackson, TN; and the Law Office of J. Colin Morris, Jackson, TN.
- C. Class Notice. “Class Notice” shall mean the court-approved form of notice.

- D. Class Representatives. “Class Representatives” shall mean Plaintiffs Rufus Irving and Keith Fason.
- E. Class Settlement. “Class Settlement” shall mean the terms provided in this Settlement Agreement.
- F. Court. “Court” shall mean the United States District Court for the Western District of Tennessee, the Honorable J. Daniel Breen presiding, or his duly appointed or designated successor.
- G. Defendant. “Defendant” shall mean the City of Jackson, Tennessee.
- H. Defendant’s Counsel. “Defendant’s Counsel” shall mean Rainey, Kizer, Reviere & Bell, P.L.C., Jackson, TN.
- I. Distribution Amount. “Distribution Amount” shall mean the amount available from the Settlement Fund after payment of the costs of notice and administration of the Settlement, attorneys’ fees and expenses, and service awards to the Class Representatives.
- J. Effective Date. “Effective Date” shall mean thirty days from the date on which the settlement has been finally approved by the Court.
- K. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment.
- L. Final Judgment. “Final Judgment” shall mean that Court order that finally certifies the Settlement Class, approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.
- M. Litigation. “Litigation” shall mean the above-captioned lawsuit pending in the United States District Court for the Western District of Tennessee.

- N. Notice Program. “Notice Program” shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.
- O. Notice Date. “Notice Date” shall mean the date upon which Class Notice is advertised to known Class Members in accordance with the terms herein.
- P. Objection Date. “Objection Date” shall mean the date agreed upon by the parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.
- Q. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Plaintiffs and Defendant or otherwise ordered by the Court by which any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.
- R. Opt-Out List. “Opt-Out List” shall mean a written list prepared by the Settlement Administrator of the names of all Settlement Class Members who submit timely requests for exclusion or opt-out notices.
- S. Opt-Out Notice. “Opt-Out Notice” or “Opt-Out” shall mean a request for exclusion.
- T. Parties. “Parties” shall mean the Plaintiffs and Defendant.
- U. Plaintiffs. “Plaintiffs” shall mean the Class Representatives and the Settlement Class Members.
- V. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a Settlement Class.

- W. Release. "Release" shall mean the release described herein in Section VII.
- X. Released Claims. "Released Claims" shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII.
- Y. Released Parties. "Released Parties" shall mean all persons or entities against whom Released Claims will be released pursuant to the Release describe in Section VII herein.
- Z. Request for Exclusion. "Request for Exclusion" shall mean any request by any Settlement Class Member for exclusion from the Settlement Class in compliance with Section V herein.
- AA. Settlement. "Settlement" shall mean the agreement by the Parties to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.
- BB. Settlement Administrator. "Settlement Administrator" shall mean the qualified party selected by the Parties and designated in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program. Neither Plaintiffs nor Defendant shall have any responsibility for any acts or omissions of the Settlement Administrator. The Parties have agreed to select RG/2 Claims as the Settlement Administrator.
- CC. Settlement Agreement. "Settlement Agreement" shall mean this Settlement, including any amendment hereto and all exhibits attached hereto.
- DD. Settlement Class. "Settlement Class" shall mean:

All persons arrested in Jackson, Tennessee and charged in the Jackson City Court and detained for more than 48 hours without being provided the constitutionally mandated probable cause determination made by a magistrate judge or certified court clerk, or for which there was no other valid basis for detention (e.g., a pending

unrelated arrest warrant or capias) during the period of January 18, 2016 and January 18, 2019.

EE. Settlement Class Members. "Settlement Class Members" shall mean all persons in the Settlement Class who do not exclude themselves pursuant to Section V herein.

FF. Settlement Fund. "Settlement Fund" shall mean a fund, governed by terms to be agreed to between Class Counsel and Defendant's Counsel which shall be placed in an escrow account and utilized to administer the monetary requirements of the Settlement. The Settlement Fund will be established by Class Counsel and entitled City of Jackson Qualified Settlement Fund" and treated as trust fund monies under relevant Tennessee ethical standards.

GG. Settlement Amount. "Settlement Amount" shall mean the amount of One Million Dollars (\$1,000,000.00) to be paid by or on behalf of Defendant.

HH. Summary Notice. "Summary Notice" shall mean a notice in substantially the same form as that which is attached to the Motion for Preliminary Approval.

## **II. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by the Parties:

1. Class Counsel and Defendant's Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially the forms attached to the Motion for Preliminary Approval.
2. The Parties shall jointly move for entry of a Preliminary Approval Order, which by its terms shall:
  - a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Class for purposes of this Settlement Agreement only, as within

the range of fair, reasonable, and adequate settlements for purposes of issuing notices;

- b. Approve the contents of the Class Notice and methods in the Notice Plan;
  - c. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment approving the Class Settlement, granting Class Counsel's application for fees and expenses, granting the Service Award request by Class Representatives, and dismissing the Litigation with prejudice.
3. Class Counsel and Defendant's Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.
  4. In the event that the Court fails to issue the Preliminary Approval Order or the Final Judgment, Class Counsel and Defendant's Counsel agree to use their best efforts to cure any defect identified by the Court; provided that, in no event shall Defendant be required to agree to any such cure that would increase the cost or burden of the Settlement Agreement to Defendant.
  5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out

the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted to the Court.

### **III. SETTLEMENT TERMS**

#### **A. Settlement Fund**

1. Upon entry of the Preliminary Approval Order, the City and its insurer, Public Entity Partners ("PE Partners") will pay into the Settlement Fund \$50,000.00 ("the Initial Contribution") to be used to hire a third-party Settlement Administrator and to cover the costs of notice and administration of the Settlement. Any cost of administration above \$50,000 shall be paid from the Settlement Fund; the City and PE Partners shall not pay for any administration cost above the Initial Contribution. If at any time the Settlement does not become final, then any unspent funds remaining from the Initial Contribution shall revert to the City and PE Partners with no obligation on the part of any party to repay any portion of the money actually spent. Any Initial Contribution funds not spent at the conclusion of the Settlement shall revert to the City and PE Partners.
2. Defendant and PE Partners will pay a total of \$1,000,000.00 (\$500,000 each) into the Settlement Fund within thirty days of the Effective Date by either wire transfer or check. Class Counsel and/or the Settlement Administrator will provide the necessary forms (e.g., W-9s) to issue either a wire transfer or check.
3. All administrative expenses (e.g., the costs of settlement administration, website administration, the provision of notice to class members, etc.), attorneys' fees and expenses awarded by the Court, and Service Awards to the Class Representatives

will be deducted from the Settlement Amount before determining the Distribution Amount for Class Members.

B. Payments to Class Members

1. Each Class Member who submits a timely Claim Form will be entitled to receive \$100 for each 24-hour period that the Class Member was detained beyond the initial 48-hour period of confinement without having a probable cause determination made by either a judge or certified clerk or other valid basis for detention (e.g., a pending arrest warrant or *capias*) during the period of January 18, 2016 and January 18, 2019, up to a maximum of 21 days. Individuals who were detained more than one time will only be allowed to file one claim against the Settlement Fund, but that claim shall include compensation for each day of detention beyond initial 48-hour period of confinement, up to a maximum of 21 days total.
2. If the total amount due on the qualified claims exceeds the Distribution Amount, then the daily rate each Class Member will receive will be reduced by a pro-rata amount.
3. If the total amount of the certified claims is less than the Distribution Amount, then any funds in the Settlement Fund shall revert to the City and PE Partners.
4. Given the efforts of the named Plaintiffs on behalf of the Class, in addition to the amount each may receive as a class member, Rufus Irving and Keith Fason may receive a service award of up to \$2,500, which shall be paid before distributions to the general Class. The City will not oppose an application for such service awards.
5. Checks sent to Class Members pursuant to this settlement shall expire 120 days from the date of issuance.

C. Attorneys' Fees and Expenses

Class Counsel will petition the Court for an award of attorneys' fees in an amount not to exceed one-third of the \$1,000,000 settlement and expense not to exceed 5,000.00. The City will not oppose Class Counsel's application for such fees so long as the application for attorneys' fees and expenses conforms to the Settlement Agreement. The City is not responsible under this Agreement for any fees, costs, or expenses of any person who objects to or opts-out of the Settlement, or intervenes in the Litigation.

D. Partial Distribution Pending Appeal

In the event that Final Approval of the Settlement is appealed by either party or a third-party objector, and if the payment of some portion of the Settlement Fund is not subject to dispute, that undisputed portion of the Settlement Fund shall be distributed in accordance with this agreement. If the distribution of some or all of the settlement proceeds is in dispute due to a pending appeal, the disputed amount will be placed in an insured interest-bearing escrow account and shall not be distributed during the pendency of the appeal. In the event that final approval of the Settlement is overturned on appeal, all funds, including interest, will be refunded to the City and its insurer, as per their respective contributions to the Settlement Fund.

**IV. NOTIFICATION TO CLASS MEMBERS**

A. Responsibilities of the Settlement Administrator

The Settlement Administrator shall implement and administer the Notice Program described herein and in the Court's orders. The Settlement Administrator shall be responsible for, without limitation, (i) arranging for notice through publication, television, radio, and billboard; (ii) responding to inquiries in response to the notice; (iii) distributing payments to Class Members; and (iv) otherwise administering the Notice Program. The Notice Program shall comply with all

requirements of applicable law. The Settlement Administrator shall maintain an appropriate insurance policy to protect against any violation of its fiduciary duty to the Court, Class Members, and Class Counsel.

All costs associated with providing notice and the administration of the Settlement shall be deducted directly from the settlement amount before determining the distribution to the Class.

The Settlement Administrator shall maintain separate accounting for funding by the City and its insurer, PE Partners, based on the insured and uninsured time periods; Defendant's Counsel will inform the Settlement Administrator of these time periods.

B. Notice

1. Notice will be provided to the Settlement Class by publication in the Jackson Sun and the West Tennessee Examiner on at least one day per week for three consecutive weeks.
2. Notice will also be provided to the Settlement Class by a televised notice campaign on WBBJ and WNBj and a radio campaign on stations operated by Thomas Media in Jackson, Tennessee.
3. The Settlement Administrator shall create and maintain a web site and Facebook page containing the Notice and other information for potential class members about the settlement.
4. Notice will lastly be provided by a limited billboard campaign.
5. The City shall have the opportunity to review the ads prior to publication or broadcast. Any dispute as to the contents of the notice shall be submitted to the Court for resolution.

6. The Settlement Administrator shall provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication to the Settlement Administrator.
7. The City will cooperate in the Notice Program by providing Class Counsel or the Settlement Administrator with information necessary to affect notice to the Settlement Class.
8. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties, which shall provide that the names, addresses, and other information about specific class members that he or she receives shall be treated as confidential and shall be used only as required by this Agreement.

**V. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

- A. The provisions of this paragraph shall apply to any Request for Exclusion. Any Settlement Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator. Any Request for Exclusion must be postmarked or delivered no later than the Opt-Out Deadline. Any Request for Exclusion shall state the name, address, and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.
- B. Any Settlement Class Member who submits a timely Request for Exclusion in the manner and procedure described herein shall be excluded from the Settlement Class and the Settlement for any and all purposes and shall not be bound by any orders or

- judgments entered by the Court. Any Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.
- C. A Settlement Class Member who does not timely submit a Request for Exclusion shall be bound by this Settlement and all subsequent proceedings, orders, and judgments by the Court.
- D. Not later than three (3) business days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defendant's Counsel along with copies of the Request for Exclusion. Class Counsel shall report to the Court at the Final Approval Hearing the names appearing on the Opt-Out List.

**VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

- A. Any Settlement Class Member who wishes for any objection to be considered at the Final Approval Hearing must file a written notice of objection with the Court by the Objection Date and provide notice to Class Counsel and Defendant's Counsel. Such objection shall state the name, address, and telephone number of the person, provide proof of membership in the Settlement Class, and a detailed statement of the legal and factual basis for each objection. All evidence and legal support a Settlement Class Member wishes to use to support an objection must be filed with the Court and sent to the Parties by the Objection Deadline. The Parties may file a response to any objection. An objection will be barred if the requirements of this paragraph are not followed.

- B. Any Settlement Class Member who timely files and serves an objection in accordance with this section may appear at the Final Approval Hearing, either in person or through an attorney, if the Settlement Class Member files a Notice of Intention to Appear with the Court Clerk no later than twenty days before the Final Approval Hearing. The Settlement Class Member shall send the Notice of Intention to Appear to Class Counsel and Defendant's Counsel no later than twenty days before the Final Approval Hearing. Failure to adhere to the requirements of this paragraph will bar a Settlement Class Member from being heard at the Final Approval Hearing, either individually or through an attorney, unless the Court orders otherwise.
- C. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection or request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defendant's Counsel, at the addresses set forth below, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be

heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

- D. In accordance with law, only Settlement Class Members who may object to the Settlement pursuant to the terms immediately above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Judgment, which appeal will delay the distribution of the Settlement to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

**VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT**

- A. By this Settlement Agreement and the following Release, the City, and all of its employees, officers, agents, representatives, insurers, successors and assigns, are released from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiffs or any member of the Settlement Class against the Released Persons, or any of them, based upon or related to the actions that are the subject of this Settlement Agreement.
- B. Before the Final Approval Hearing, Plaintiffs shall move the Court to enter an Order and Judgment, which will, among other things, (i) approve the Settlement and adjudge its terms to be fair, reasonable, adequate, and binding on all Settlement Class Members who have not been excluded from the Class; (ii) find that the Notice was provided in accordance with the Preliminary Approval Order and that such Notice fully satisfies all of the requirements of Fed. R. Civ. P. 23 and due process; and (iii) dismiss this Litigation with prejudice.

- C. This Settlement Agreement and Release does not affect the rights, if any, of Settlement Class Members who timely and properly exclude themselves from the Settlement.
- D. The administration and consummation of the Settlement as stated herein shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including but not limited to, the Release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders prohibiting Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.
- E. Upon the Effective Date and the conclusion of any appeals: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors, or assigns, except as set forth herein; and (iii) Settlement Class Members and their successors, predecessors, and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

**VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of the named Plaintiffs, to execute, deliver, and perform this

Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and named Plaintiffs and constitutes their legal, valid, and binding obligation.

- B. The City, through its Mayor, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The City Council has duly authorized the execution, delivery, and performance by the City have of this Settlement Agreement and the consummation by it of the actions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by the City and constitutes its legal, valid, and binding obligation.

**IX. RESULT IF EFFECTIVE DATE DOES NOT OCCUR**

This Agreement is entered into only for purposes of settlement. In the event the Effective Date does not occur for any reason or the Final Judgment is not entered, the Parties shall be restored to their respective positions as of the day before this Agreement was executed, without prejudice, as if the Agreement had neither been entered into or filed with the Court. In such event, this Agreement shall be considered null and void. No term or condition of this Agreement, or any draft thereof, or any element of the discussion, negotiation, documentation, or other aspect of the Parties' settlement discussions, or any pleadings seeking approval of the Settlement or any judgment or orders entered with respect to the Agreement shall have any force or effect, may not be admitted as evidence at trial and may not be relied upon by any party or by the Court for any purpose whatsoever, and any judgment or orders entered with respect to the Agreement shall be vacated.

Thereafter, Plaintiffs shall be free to pursue any claims available to them, and Defendant shall be free to assert any claims or defenses available to it.

**X. NOTICE**

All notices to the Parties, Class Counsel, or Defendant's Counsel required by this Agreement shall be made in writing and sent by registered or certified mail (e.g., FedEx or certified U.S. mail), postage prepaid, to:

If to the Plaintiffs, the Settlement Class Members, or Class Counsel:

Michael L. Weinman  
Weinman & Associates  
101 North Highland Avenue  
P.O. Box 266  
Jackson, TN 38302

If to the City:

John D. Bureson  
Rainey, Kizer, Reviere & Bell, P.L.C.  
209 East Main Street  
P.O. Box 1147  
Jackson, TN 38301

Class notification is to be sent to the Settlement Administrator and is thus not covered by this section.

**XI. MISCELLANEOUS PROVISIONS**

- A. Nothing in the fact or terms of the Agreement, including the exhibits and related documents hereto, the proceedings related to approval of the Agreement, or the negotiations related to the Agreement shall constitute or be used as an admission of any act, omission, fault, or wrongdoing by the City or be offered or received in evidence against the City, Plaintiffs, the Settlement Class Members, or any other person or entity, except for proceedings to enforce the Agreement. Any payment of

money, or any other action taken, by the City pursuant to any provision of this Settlement Agreement, shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by the City with respect to any wrongdoing, fault, or omission of any kind whatsoever. The City expressly denies any and all claims of wrongdoing and denies any liability to Plaintiffs or any Settlement Class Member. Any and all discussion, statements, and/or communications of any type between the Parties, Class Counsel, and Defendant's Counsel in the course of settlement negotiations related to the Agreement shall remain confidential and subject to Federal Rule of Evidence 408, except in proceedings to enforce this Agreement. This provision shall survive the expiration or voiding of the Settlement Agreement.

- B. Any disputes between or among the Parties concerning the matters contained in this Agreement, if they cannot be resolved by negotiation or agreement, shall be submitted to the Court. The Court shall retain exclusive and continuing jurisdiction over the Litigation, the Settlement, and this Agreement and shall enforce, interpret, effectuate, and implement this Agreement. The Parties and Settlement Class Members hereby irrevocably submit to the exclusive and continuing jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement, this Agreement, or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settlement Class Members, Class Representatives, and the City irrevocably waive and agree not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject

to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than enforcement and implementation of the Settlement and this Agreement. Subject to any applicable appellate rights, the Parties agree that the Court's decision shall be binding upon them.

- C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.
- D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.
- E. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- F. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee, without giving effect to any choice or conflict of law provisions, or rule that would cause the application of the laws of any other jurisdiction.
- G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or her own costs to the Litigation.
- H. If any clause, provision, or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and

enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been included.

- I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
- J. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Each of the Parties was represented by competent and effective counsel throughout the settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement. Consequently, because this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply.
- K. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and the exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the Litigation.
- L. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

\_\_\_\_\_  
Rufus Irving

\_\_\_\_\_  
Keith Fason

\_\_\_\_\_  
Michael L. Weinman

\_\_\_\_\_  
J. Russ Bryant

\_\_\_\_\_  
J. Colin Morris

\_\_\_\_\_  
Scott Conger  
Mayor, City of Jackson

\_\_\_\_\_  
Public Entity Partners  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION**

---

**STEVEN F. COX, KELLY FREEMAN,  
RUFUS IRVING, KEITH FASON, ERNIE  
KIRK, and DAVID NAGI, individually  
and on behalf of all similarly situated  
persons,**

**Plaintiffs,**

**v.**

**No. 1:19-cv-01026-JDB-jay**

**CITY OF JACKSON, TENNESSEE,**

**Defendant.**

---

**PLAN OF DISTRIBUTION**

---

Defendant City of Jackson, Tennessee, has agreed to settle this class action by paying \$1,000,000, which will be funded \$500,000 by the City and \$500,000 by its insurer, Public Entity Partners, into a Settlement Fund for the benefit of class members and named Plaintiffs in this litigation. The City and PE Partners will also contribute \$50,000 for administrative costs. Subject to Court approval, Class Counsel intend to distribute the Settlement Fund as set forth below. As more fully set forth in the Settlement Agreement and the Class Notices, class members have the right to submit to the Court objections for its consideration to the Settlement and/or this Plan of Distribution.

**Administrative Fees**

The City and PE Partner will initially contribute \$50,000 for administrative fees, including, but not limited to, hiring a Settlement Administrator, administering the notice program, and sending payments to Class Members. Any administrative costs in excess of \$50,000 shall be paid

from the \$1,000,000 Settlement Fund. Any unused funds from the initial \$50,000 administrative contribution will revert to the City and PE Partners.

**Attorneys' Fees, Costs, and Service Awards**

Pursuant to the Settlement Agreement and applicable law, Class Counsel intends to seek from the Settlement Fund reimbursement for the costs advances in the prosecution of the Litigation and an award of attorneys' fees. Class Counsel will apply to the Court for an award of these costs and attorneys' fees. Class Counsel's costs shall be no more than \$5,000.00, and the attorneys' fees shall be no more than 1/3 of the \$1,000,000 Settlement Fund. Additionally, Class Counsel proposes to allocate \$5,000 of the Settlement Fund to pay service awards to Class Representatives Rufus Irving (\$2,500) and Keith Fason (\$2,500). Deducting for estimated costs, attorneys' fees, and service awards, Class Counsel estimates that there will be approximately \$610,000.00 in the Settlement Fund for distribution to Class Members.

**Distribution to Class Members**

Class Counsel proposes that approximately \$610,000.00 of the Settlement Fund be allocated to pay claims by Settlement Class Members. Each Settlement Class Member who submits a valid and timely Claim Form will be entitled to receive \$100 for each day (24-hour period) that the Settlement Class Member was detained after the initial 48-hour period of confinement without having had a probable cause determination made by either a judge or certified clerk or other valid basis for detention (e.g., a pending arrest warrant or *capias*) during the period of January 18, 2016 and January 18, 2019, up to a maximum of 21 days. If the total amount due on the qualified claims exceeds the Distribution Amount, then the daily rate each Settlement Class Member will receive will be reduced by a pro-rata amount. Class Counsel estimates that each qualified Settlement Class Member will receive between \$100 and \$2,100 as a settlement payment.

If the total amount of the certified claims is less than the Distribution Amount, then any remaining Settlement Funds shall revert to the City and Public Entity Partners.

**Court Approval**

At the time of the Final Approval Hearing, Class Counsel will detail to the Court the final distribution to be made to Settlement Class Members and the amount to be paid per claim. Subject to the Court's approval, all proceeds to Settlement Class Members will then be paid based on the final distribution amounts provided at the time of the Final Approval Hearing.

Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, P.L.C.

By: s/ John D. Burleson  
JOHN D. BURLESON, BPR #10400  
DALE CONDER, JR, BPR #015419  
MATTHEW R. COURTNER, BPR #29113  
*Attorneys for the Defendant*  
209 East Main Street  
P. O. Box 1147  
Jackson, TN 38302-1147  
(731) 423-2414  
[jburluson@raineykizer.com](mailto:jburluson@raineykizer.com)  
[dconder@raineykizer.com](mailto:dconder@raineykizer.com)  
[mcourtner@raineykizer.com](mailto:mcourtner@raineykizer.com)

JACKSON, SHIELDS, YEISER & HOLT

By: s/ Russ Bryant  
J. RUSS BRYANT, BPR #033830  
ROBERT E. MORELLI, BPR #37004  
*Attorneys for the Plaintiffs*  
262 German Oak Drive  
Memphis, TN 38018  
[rbryant@jsyc.com](mailto:rbryant@jsyc.com)  
[rmorelli@jsyc.com](mailto:rmorelli@jsyc.com)

WEINMAN & ASSOCIATES

By: s/ Michael L. Weinman  
MICHAEL L. WEINMAN, BPR #015074  
*Attorney for the Plaintiffs*  
101 North Highland Avenue  
PO Box 266  
Jackson, TN 38302  
[mike@weinmanthomas.com](mailto:mike@weinmanthomas.com)

LAW OFFICE OF J. COLIN MORRIS

By: s/ J. Colin Morris  
J. COLIN MORRIS, BPR #015855  
*Attorney for the Plaintiffs*  
204 West Baltimore St.  
Jackson, TN 38301  
[j.colinmorris@gmail.com](mailto:j.colinmorris@gmail.com)