

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

**S.H., individually, and on behalf  
of all others similarly situated,**

**Plaintiffs,**

**v.**

**No: 2:23-cv-00071-TRM-JEM**

**CITY OF JOHNSON CITY, TENNESSEE,**

**Defendant.**

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”), is entered into by Plaintiff S.H., individually and on behalf of class members in the above-captioned action (“Plaintiffs”), and City of Johnson City, Tennessee (“City” or “Defendant”) (collectively with Plaintiffs, the “Parties”). The Agreement is intended to fully, finally, and forever resolve the Litigation and release Plaintiffs’ claims as described herein, subject to the approval of the Court and the terms set forth in the Agreement.

The Agreement, and all associated exhibits or attachments hereto, which are specifically incorporated herein by reference, are made for the sole purpose of settling the Litigation<sup>1</sup> and are made in compromise of disputed claims. Because the Settlement Agreement settles the Litigation on a class-wide basis, the Parties recognize that it must receive preliminary and final approval from the United States District Court, Eastern District of Tennessee, Greeneville Division (the “Court”).<sup>2</sup> Accordingly, the Parties enter into the Agreement on a conditional basis. If the Court does not enter the Final Approval Order or the Final Judgment entered by the Court materially alters the Final Approval Order or the Agreement referenced herein, including but not limited to alterations of appeal and subsequent rulings by appellate courts, this Agreement shall be deemed null and void *ab initio*<sup>3</sup>; it shall have no force or effect whatsoever; and the negotiation, terms, and the entering into of the Agreement shall remain subject to the provisions of Federal Rules of Evidence 408, and any other analogous common law or rules of evidence that are applicable.

Defendant denies all of Plaintiffs’ claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief. Defendant also denies the class

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<sup>1</sup> As used hereing, the term Litigation is defined in Section 2.12.

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

<sup>3</sup> Except to the extent that its terms have already been actuated, specifically referring to funds paid for claims administration.

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

## **1. RECITALS**

WHEREAS, Plaintiffs commenced this action on June 21, 2023 (E.D. Tenn. No. 2:23-cv-00071), filed their first amended complaint on September 6, 2023, and filed their Second Amended Complaint (“SAC”) on March 1, 2024;

WHEREAS, Between March 12 to April 1, 2024, then-named defendants Toma Sparks, Kevin Peters, Justin Jenkins, Jeff Legault, and Brady Higgins filed individual motions to dismiss various claims asserted against them in the SAC, and Plaintiffs opposed these motions;

WHEREAS, on August 21, 2024, the Court issued an order granting in part and denying in part those individual defendants’ motions to dismiss;

WHEREAS, on November 1, 2024, Plaintiffs moved for leave to file a proposed third amended complaint, which the City and individual defendants opposed;

WHEREAS, on December 9, 2024, Plaintiffs and Defendant City engaged in a formal mediation with the Honorable Layn Phillips and undertook intensive arm's-length settlement negotiations;

WHEREAS, on February 13, 2025, the City Commission of Johnson City voted to approve settlement agreements between certain individuals and Defendant City and to allocate funds for a proposed settlement for the resolution of class claims, subject to Court approval.

WHEREAS, also on February 13, 2025, Plaintiffs withdrew their November 1, 2024 motion for leave to amend, and filed a renewed motion for leave to amend, this time with a proposed complaint that would conform the pleadings to the Court's ruling on the motion to dismiss and streamline the case to include only class claims against Defendant City;

WHEREAS, on March 5, 2025, the Court granted Plaintiffs' motion for leave to amend and allowed the filing of the third amended complaint in which Plaintiff S.H. represents the Reporter Survivor Class to pursue, against Defendant City, claims for violations of the Equal Protection Clause of the U.S. Constitution under 42 U.S.C. § 1983;

WHEREAS, on March 6, 2025, Plaintiff S.H., individually and on behalf of all others similarly situated filed the Third Amended Class Action Complaint against the City of Johnson City, alleging a claim for violation of the Equal Protection Clause of the United States Constitution under 42 U.S.C. § 1983.

WHEREAS, the Parties mediated the dispute involving class claims on December 9, 2024, and later reached agreement to settle class claims, and further negotiation resulted in the terms as set forth herein;

WHEREAS, the Parties are entering into the Settlement to avoid the risks, burdens, and expense of continued litigation;

WHEREAS, Plaintiff and Defendant have independently determined that it is beneficial for the Litigation to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties, by and through their respective undersigned counsel, have agreed to settle those claims on the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for herself and the Class Members) and Defendant, by and through their counsel, that, subject to the approval of the Court, the Litigation and the Released Claims will be finally and fully compromised, settled, and released, and the Litigation will be dismissed with prejudice as to all Parties, upon and subject to the terms and conditions of the following Agreement.

## **2. DEFINITIONS**

The following terms, when used in this Agreement, have the meanings as set forth below. All terms defined in the singular have the same meaning when used in the plural, and all terms defined in the plural have the same meaning when used in the singular.

2.1 “Administrative Expenses” means the cost of the notice program relating to this Settlement and the costs of administering and processing of claims, disbursements, and other necessary and reasonable expenses associated with administering this Settlement.

2.2 “Settlement Payment” means the individual amounts due to Settlement Class Members in accordance with the procedures and criteria outlined herein and in **Exhibit B** hereto.

2.3 “Allocation Plan” or “Allocation Process” means the procedures set forth in **Exhibit B** for awarding monetary payments to Settlement Class Members, or such other procedures for distribution of the Settlement Fund to Settlement Class Members as the Court may direct.

2.4 “Class” or “Class Members” means all women, including minors, who reported sexual assault<sup>4</sup> by any person to JCPD from January 1, 2018 to December 31, 2022.

2.5 “Class Counsel” means the law firms of Baehr-Jones Law, Erickson Kramer Osborne LLP, and HMC Civil Rights Law.

2.6 “Class Period” means January 1, 2018 to December 31, 2022.

2.7 “Class Representative” means S.H., the individual plaintiff who brought suit in this Litigation.

2.8 “Court” means the United States District Court for the Eastern District of Tennessee, Greeneville Division.

2.9 “Defense Counsel” means the law firms of Burch, Porter & Johnson, PLLC, Watson, Roach, Batson & Lauderback, PLC, and Herrin, McPeak and Associates.

2.10 “Effective Date” means the date on which the time for filing an appeal from the Court’s issuance of an order granting final approval has either expired without an appeal being filed, or if later, after any appeal has been fully resolved.

2.11 “Final Approval” means entry of the Court’s order granting final approval of this Agreement and entering judgment, substantially in the form of **Exhibit D** and without material changes thereto.

2.12 The “Litigation” means the class action complaint filed on March 6, 2025 captioned *S.H. v. City of Johnson City*, No. 2:23-cv-00071 (E.D. Tenn.) (“Third Amended Complaint”), and all proceedings relating thereto.

2.13 “Notice” means the notice of proposed class action settlement, substantially in the form of **Exhibit A** hereto.

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<sup>4</sup> For purposes of this Agreement and the definition of “Class” or “Class Member”, sexual assault is defined to include the following crimes: rape; sodomy; sex assault w/ object; forcible fondling; incest; and statutory rape.

2.14 “Opt-Out Deadline” means the date, entered by the Court in the Preliminary Approval Order, by which a Class Member may elect to exclude herself from the Class.

2.15 “Preliminary Approval” means the entry of the Court’s order granting preliminary approval of this Settlement and authorizing notice, substantially in the form of **Exhibit C** hereto.

2.16 “Released Claims” is defined as set forth in Section 6.2 below.

2.17 “Released Parties” means the City of Johnson City, Tennessee, and its divisions, boards, agencies, and affiliates, predecessors, successors, and/or assigns, together with its past and present officials (whether elected or unelected), employees, representatives, officers, directors, department heads, insurers, contractors, agents, and attorneys; and, any past and present member or agent of the Johnson City Police Department.

2.18 “Releasing Defendant” means the City of Johnson City.

2.19 “Releasing Defendant’s Claims” means all claims and causes of action that Defendant may have against Releasing Plaintiffs and/or Class Counsel, that arise out of or relate to the institution, prosecution, or settlement of the Litigation.

2.20 “Releasing Plaintiffs” means Class Representative and each Settlement Class Member.

2.21 “Settlement” means the terms and conditions of settlement embodied in this Agreement.

2.22 “Settlement Administrator” means JND Legal Administration, if approved by the Court.

2.23 “Settlement Class Member” means any Class Member who does not opt out of the Settlement, and “Settlement Class” means that group of individuals as a whole.

2.24 “Settlement Amount” means the sum of \$4,200,000.00.

2.25 “Settlement Fund” means the Settlement Amount together with any interest and accretions thereto, which may be reduced by payments or deductions as provided herein or by Court order, including, but not limited to, Administrative Expenses, and any Court-approved attorney’s fees and costs, and service award.

2.26 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

### **3. SCOPE AND EFFECT OF SETTLEMENT**

3.1 **Scope of the Settlement.** This Settlement compromises and resolves the Released Claims and the Releasing Defendant’s Claims only.

3.2 **Settlement Class Certification.** The Parties stipulate to, and waive their rights to appeal, class certification, for settlement purposes only, of the following Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3):

All women, including minors, who reported sexual assault by any person to JCPD, from January 1, 2018 to December 31, 2022.

3.3 **Preliminary Approval Proceedings.** Promptly after execution of the Agreement, Plaintiffs will submit the Agreement together with its Exhibits to the Court and will apply for entry of an order, substantially in the form of **Exhibit C**, requesting, *inter alia*, preliminary approval of the Settlement set forth in the Agreement; the setting of dates for the mailing of the Notice, Opt-Out Deadline, Objection Deadline, and Final Approval Hearing; approval of the Settlement Administrator; and approval of the Notice.

3.4 **Opt-Out Right.** Any Class Member who wishes to opt out of the Class must submit a timely written request for exclusion on or before the Opt-Out Deadline, in the manner specified in the Notice and Preliminary Approval Order, or as otherwise ordered by the Court.



3.5 **Objections.** Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or the application of Class Counsel for an award of attorneys' fees and costs and/or for a service award for Plaintiff, must timely do so in the manner specified in the Preliminary Approval Order and in any subsequent notice or order concerning the application for attorneys' fees and costs and/or for a service award to Plaintiff.

3.6 **Final Approval Proceedings.** Plaintiffs will request that the Court hold the Final Approval Hearing after notice to Class Members is given. At the Final Approval Hearing, the Parties will request entry of an order, substantially in the form of **Exhibit D** and without material alteration:

(a) finally approving the Settlement as fair, reasonable, and adequate, within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and directing its consummation pursuant to its terms;

(b) directing that the Litigation be dismissed with prejudice, and releasing the Released Claims and the Releasing Defendant's Claims as set forth below;

(c) reserving jurisdiction with respect to implementation and enforcement of the terms of the Agreement; and

(d) containing such other and further provisions consistent with the terms of the Settlement to which the Parties expressly consent in writing.

3.7 **Binding Effect of Settlement Upon Class Members.** If this Settlement is approved by the Court, at the Effective Date, all persons within the Class will be bound by the terms of the Settlement, except those Class Members who effectively exercise their right to opt out of the Class under the terms of the Preliminary Approval Order.

3.8 **Extinguishment of Released Claims.** Upon the Effective Date, all Releasing Plaintiffs and anyone claiming through or on behalf of any of them, will be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties and Defense Counsel.

3.9 **Extinguishment of Releasing Defendants' Claims.** Upon the Effective Date, Releasing Defendants will be deemed to have fully, finally, and forever released, relinquished, and discharged all Releasing Defendant's Claims against Releasing Plaintiffs, and Class Counsel.

#### 4. **SETTLEMENT CONSIDERATION**

##### **A. Equitable Relief.**

4.1 JCPD currently is implementing policies and procedures with regard to reports of sexual assault made to JCPD pursuant to JCPD General Order 600.13, Sexual Oriented Crimes ("SOCGO"). JCPD will continue to implement the SOCGO, or other amended or new General Order(s) that are consistent with the requirements of the United States Constitution.

4.2 These equitable relief provisions will be enforceable under this Agreement for two years. For the two years following final approval of the Class Settlement, Defendant shall provide Class Counsel, on a quarterly basis, audit reports completed by JCPD's Office of Professional Standards for no fewer than fifteen (15) investigations conducted under the SOCGO (the "Audits").

4.3 The Audits will serve as the basis for Class Counsel's monitoring of Defendant's compliance with the SOCGO. If based on the review of the Audits Plaintiffs' counsel believes in good faith that JCPD is not in compliance with SOCGO (which is the equitable relief in the settlement agreement) Plaintiffs' counsel shall provide written notice to and inform counsel for

Defendant of the basis for that belief, and the Plaintiffs and the City shall make all reasonable attempts to resolve the issue prior to Class Counsel seeking relief from the Court.

**B. Monetary Consideration.**

4.4 Within 30 days of the Effective Date, Defendant City will deposit \$4.2 million into a designated Qualified Settlement Fund pursuant to instructions delivered by Class Counsel.

**5. USE OF THE SETTLEMENT FUND**

5.1 **Disbursements.** The Settlement Fund will be used to pay distributions to Settlement Class Members as provided herein and in the Allocation Plan.

5.2 **Tax Implications for Settlement Class Members.** The Parties and their counsel make no representation or warranty, and provide no advice, regarding the tax consequences, if any, of this Agreement. Settlement Class Members are advised to consult with appropriate legal counsel regarding any tax implications of this Agreement. Subject to any withholding that the Settlement Administrator is required to impose, each Settlement Class Member who receives a payment in connection with this Settlement will be responsible for payment of any and all federal, state or local taxes resulting from or attributable to the payment received.

5.3 **Agreement to Release, Defend, Indemnify and Hold Harmless for Liens.** These settlement payments are being made to resolve claims for violations of constitutional rights, and it is Plaintiffs' position that they are not subject to liens from medical providers. Plaintiffs shall release, defend, indemnify, and hold harmless the Released Parties from any and all obligations, damages, penalties, costs, expenses and fees incurred in connection with any claim or cause of action asserted based on a lien against the Released Parties as a result of the settlement payments to be made to Settlement Class Members, including, but not limited to, any statutory lien of a Governmental Payor (including but not limited to hospital, TennCare, Medicare, and/or

Medicaid) or any lien, reimbursement claim, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold a settlement payment, or some portion thereof, to a Settlement Class Member under applicable federal or state law (a “Lien”). Further, in the event Settlement Class Members (or a Settlement Class Member) fails to defend and/or indemnify the Released Parties with regard to a Lien, Class Counsel agrees and promises to defend and/or indemnify the Released Parties of any and all damages, penalties, costs, expenses and fees incurred in connection with any claim or cause of action asserted based on a Lien.

**5.4 Fund Under Court Jurisdiction.** Settlement Amount funds, and any interest thereon, held in the Qualified Settlement Fund will be deemed and considered to be *in custodia legis* of the Court, and will remain subject to the jurisdiction of the Court, until such time as such funds will be distributed pursuant to the Agreement and/or further order(s) of the Court.

**5.5 Qualified Fund.** Plaintiffs and Class Counsel will treat the Settlement Fund as being at all times a “qualified settlement fund” or “QSF” within the meaning of Treas. Reg. § 1.468B-1. Additionally, it will be the responsibility of the escrow agent for the QSF to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

**5.6 Tax Administrator.** For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the escrow agent, who will timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns will reflect that all Taxes (including any

estimated Taxes, interest or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided herein.

## **6. RELEASED CLAIMS**

6.1 **Extent of Release.** Releasing Plaintiffs affirmatively declare that Released Parties have satisfied any and all liability to them related or connected in any way to the Litigation. Releasing Plaintiffs hereby release, and the Settlement Agreement fully resolves and releases, Released Parties, from any and all of the Released Claims. Releasing Plaintiffs hereby promise and agree that they will not in the future institute suit against the Released Parties, or in any way seek payment and/or damages from the Released Parties for the Released Claims. Likewise, Defendant affirmatively declares the full and complete release of all claims and causes of action that Defendant may have against Releasing Plaintiffs and/or Class Counsel that arise out of or relate to the institution, prosecution, or settlement of the Litigation. Defendant hereby promises and agrees that it will not in the future institute suit against the Releasing Plaintiffs and/or Class Counsel, or in any way seek payment and/or damages from the Releasing Defendant's Claims.

6.2 **Released Claims.** "Released Claims" means any and all claims or causes of action that were or could have been asserted by Class Representative for any damages that were or could have been sought, on her behalf or on behalf of the Class, based on the facts alleged in the Third Amended Complaint, including, but not limited to, all claims and causes of action that Releasing Plaintiffs may have or had for any type of relief and/or damages against the Released Parties arising out of the Litigation. It shall further mean any and all claims, charges, demands, suits, rights, or causes of action, at law or equity or otherwise, including but not limited to those (known and unknown under any theory of law) Releasing Plaintiffs had or could have brought against the Released Parties, under any theory of law, on or before the Effective Date of the Agreement under

the factual allegations set forth in the Litigation, including but not limited to all claims set forth in or relating to the Litigation, including any and all (a) remaining claims and causes of action set forth in the Litigation as of day before the Effective Date, (b) any claims that Defendant violated the Fourteenth Amendment of the United States Constitution or state constitutional rights, (c) violation of federal or state law, tort claims, negligence claims, breach of statutory duties, or (d) compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties. It shall further mean all claims and causes of action that Releasing Plaintiffs may have against Released Parties and/or Defense Counsel, that arise out of or relate to the defense or settlement of the Litigation.

## **7. NOTICE AND ADMINISTRATION**

**7.1 Appointment of Settlement Administrator.** The Settlement Administrator shall be appointed by the Court in the Preliminary Approval Order. The reasonable fees and expenses of the Settlement Administrator shall be paid from the Settlement Fund, in an amount not to exceed \$95,000.00. In no event shall Defendant be responsible for the payment of the Settlement Administrator's fees and expenses beyond the Settlement Amount, which Defendant is obligated to pay into the Settlement Fund.

**7.2 Notice Program.** The Parties expect that all Class Members can be identified in JCPD records. Plaintiffs confirm that they are in possession of those records for Class Members who reported sex related crimes to JCPD for the period from January 1, 2018 through June 30, 2022, as a result of discovery conducted in the Litigation. Within 14 days after entry of the Preliminary Approval Order, Defendant will, furnish to the Settlement Administrator the information reasonably necessary and in the custody of Defendant to assist in the identification of all Class Members who reported sex related crimes to JCPD for the period from July 1, 2022

through December 31, 2022. The Settlement Administrator will provide direct notice via U.S. mail of the Settlement to all identifiable Class Members within 45 days after entry of the Preliminary Approval Order. The Settlement Administrator is authorized to effect additional means of notice, including publication notice, if it appears that the identification and contact information available for direct notice is insufficient. The Settlement Administrator will also provide a method for individuals to check whether they are included in the Class via a toll-free telephone number or through the settlement website.

7.3 **Website.** The Settlement Administrator will establish a standalone website for the Settlement, which will make available all relevant materials.

7.4 **Settlement Administration.** The Settlement Administrator will process payments to Settlement Class Members as set forth in **Exhibit B**, or as otherwise approved by the Court. Generally, each Settlement Class Member shall be entitled to an equal pro rata portion of the Settlement Fund.

7.5 **No Claims Arising From Settlement Administration.** No person will have any claim against Plaintiffs, Class Counsel, any person designated by Class Counsel, Defendant, Released Parties, Defendant's Counsel, or the Settlement Administrator arising from or relating to determinations or distributions made substantially in accordance with this Agreement or further order(s) of the Court.

7.6 **Further Proceedings in the Event of Settlement Residue.** If the Settlement Fund is not fully disbursed after the procedures established in **Exhibit B** are completed, the Parties will notify the Court and propose additional means of distributing the remaining amount in the Settlement Fund, which may include providing additional distributions to Class Members, or distributions to appropriate *cy pres* recipients. There will be no *cy pres* distribution unless the

Court finds that the parties have in good faith exhausted all reasonable efforts to distribute the Settlement Fund to Class Members.

**7.7 Destruction of Sensitive Materials Used in Settlement Administration.** At the conclusion of the distribution process, the Settlement Administrator will destroy all materials that may contain personally identifiable information of, or other sensitive material relating to, a Settlement Class Member.

## **8. ATTORNEYS' FEES AND COSTS; SERVICE AWARDS**

**8.1 Attorneys' Fees and Costs.** All attorneys' fees and costs will be paid out of the Settlement Fund. Any fee and cost award must be approved by the Court. Class Counsel will seek up to one-third of the Settlement Fund (\$1,400,000) in attorney's fees, as well as reimbursement of litigation costs actually incurred and advanced by Class Counsel in an amount not to exceed \$20,000. If the fee and cost award approved by the Court is less than the amount sought by Class Counsel, this will not be a basis for setting aside this Settlement.

**8.2 Service Award.** In conjunction with their application for attorneys' fees and reimbursement of expenses, Class Counsel will request that the Court approve a service award to the Class Representative, not to exceed \$20,000. Any approved service award will be paid from the Settlement Fund.

## **9. GENERAL PROVISIONS**

**9.1 No Right to Reversion.** Releasing Defendant has no right to reversion of any portion of the Settlement Fund unless this Agreement is not approved or fails to become effective for any reason.

**9.2 Mutual Intent.** The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and



implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish such terms and conditions.

9.3 **Good Faith.** The Parties and their respective counsel agree that they will act in good faith and will not engage in any conduct that could frustrate the purposes of this Agreement.

9.4 **Ongoing Best Efforts to Effectuate.** The Parties agree to make their best efforts on an ongoing basis to effectuate the Monetary Relief and Equitable Relief provided for in this Agreement, as well as to defend this Agreement from any legal challenge by objection, appeal, collateral attack, or otherwise.

9.5 **Making Records and Information Available.** Defendant has made (for the period from January 1, 2018 through June 30, 2022) and will continue to make records and information available (for the period from July 1, 2022 through December 1, 2022) to Class Counsel (or to the Settlement Administrator, as appropriate) for purposes of enabling them to confirm Class Member identities and contact information, and to carry out the distribution of the Settlement Fund. Making such records and information available shall not be deemed a waiver of any protections, including those set forth in the Protective Order.

9.6 **Final Resolution Without Adjudication.** The Parties intend this Agreement to effect a final and complete resolution of all disputes and claims between Releasing Plaintiffs, on the one hand, and the Released Parties, on the other hand, with respect to the Litigation. The Settlement resolves claims which are contested and will not be deemed an admission by any Party as to the merits of any claim or defense. The Parties agree that the Settlement Amount and the other terms of the settlement were negotiated in good faith and reached voluntarily after consultation with competent legal counsel.

9.7 **Survival of Confidentiality Agreements.** All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

9.8 **Limitation on Amendment.** The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9.9 **Governing Law.** This Agreement and the Exhibits hereto will be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Tennessee, and the rights and obligations of the parties to the Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of the State of Tennessee.

9.10 **Neutral Construction.** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties and their counsel. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party will not be employed in the implementation of this Agreement, and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

9.11 **Entire Agreement.** The Agreement and the Exhibits annexed hereto constitute the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in these documents.

9.12 **Exhibits Fully Integrated.** All of the Exhibits to the Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

9.13 **Severability.** Except as otherwise provided in this Agreement, if any covenant, condition, term or other provision in this Agreement is held to be invalid, void or illegal, the same will be deemed severed from the remainder of this Agreement and will in no way affect, impair or invalidate any other covenant, condition, term, or other provision in this Agreement. If any covenant, condition, term or other provision in this Agreement is held to be invalid due to its scope or breadth, such covenant, condition, term, or other provision will be deemed valid to the extent of the scope or breadth permitted by law.

9.14 **Authority to Execute.** Each counsel or other Person executing the Agreement or any of its Exhibits on behalf of any party hereto warrants that such Person has the full authority to do so.

9.15 **Execution in Counterparts.** The Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of executed counterparts will be filed with the Court. Signatures sent by facsimile or sent in PDF form via e-mail will be deemed originals.

9.16 **Continuing Jurisdiction.** The Court will retain jurisdiction with respect to implementation, enforcement, and interpretation of the terms of the Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement and matters related to this Settlement.

APPROVED AND AGREED TO BY THE PARTIES AND THEIR RESPECTIVE COUNSEL  
ON THE DATE NOTED BELOW.

Dated: May 19, 2025

**ERICKSON KRAMER  
OSBORNE LLP**

By: /s/ Elizabeth A. Kramer

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(415) 635-0631

**BURCH PORTER & JOHNSON PLLC**

By: /s/ Jonathan P. Lakey

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*Counsel for City of Johnson City, Tennessee*

**ADVOCATES FOR SURVIVORS  
OF ABUSE PC**

By: /s/ Vanessa Baehr-Jones

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**HMC CIVIL RIGHTS LAW PLLC**

By: /s/ Heather Moore Collins

Heather Moore Collins  
7000 Executive Center Dr., Suite 320  
Brentwood, TN 37027  
(615) 724-1996

*Class Counsel*

# Exhibit A

[UNIQUE IDENTIFICATION CODE]

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

**WOMEN WHO REPORTED SEXUAL ASSAULT TO THE JOHNSON CITY POLICE DEPARTMENT IN JOHNSON CITY, TENNESSEE MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.**

- A Settlement has been reached with the City of Johnson City, Tennessee (“the City” or “Defendant”) in a class action lawsuit. Plaintiffs allege in the lawsuit that the City violated their constitutional right to equal protection under the law in connection with discriminatory practices by the Johnson City Police Department (“JCPD”) in response to their reports of sexual assault.
- The Settlement provides a \$4,200,000 fund for the benefit of all women (including minors) who reported sexual assault by any person to the JCPD **from January 1, 2018 through December 31, 2022**. Additionally, as part of the Settlement, JCPD will continue to use improved policies and procedures with regard to reports of sexual assault, and Class Counsel will monitor the implementation of these changes.
- The City denies all allegations of wrongdoing and liability.
- Your legal rights are affected whether or not you act. This Notice contains information about the Settlement and the lawsuit. Please read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		
		<b><u>DUE DATE</u></b>
<b>VERIFY YOUR INFORMATION AND COLLECT A PAYMENT</b>	If you are a Class Member and you verify your information via the settlement website as described below, you will be paid an estimated \$7,000. You will give up the right to sue the Defendant about the claims in this case.	Month Day, 20__
<b>EXCLUDE YOURSELF</b>	You will not be included in the Settlement. You will receive no benefits and you will keep any rights you currently have to sue the Defendant about the claims in the case.	Month Day, 20__
<b>OBJECT</b>	If you do not exclude yourself and you disagree with the Settlement, you can write to the Court and object.	Month Day, 20__
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the Settlement.	Month Day, 20__ at XX:XX a.m./p.m.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.
- For updates visit [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com).

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com)**  
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## BASIC INFORMATION

### 1. Why did I get this Notice?

If you are a woman who reported sexual assault by any person to the JCPD between January 1, 2018 through December 31, 2022, you have the right to know about a proposed Settlement of a class action lawsuit, and your options, before the Court decides whether to approve the Settlement.

This Notice is to inform you of the lawsuit, the proposed Settlement and your legal rights. The women who sued are called “plaintiffs.” The City they sued is called “defendant.”

### 2. What is this lawsuit about?

Plaintiffs allege that JCPD engaged in a pattern and practice of discriminatory conduct against women reporters of sex crimes that included declining to take certain investigative steps, intimidating and discouraging women in a manner that made them less likely to participate in the investigation and prosecution of the crimes against them, and closing cases prematurely and improperly. Plaintiffs allege that these practices amounted to a violation of Class Members’ civil rights.

Defendant denies Plaintiffs’ allegations. The Court has not decided who is right.

### 3. Why is this a class action?

In a class action, one or more plaintiffs called “class representatives” sue on behalf of themselves and other people with similar claims. This group of people is called the “class” and the people in the class are called “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

This lawsuit is *S.H. v. City of Johnson City, Tennessee*, No.2:23-cv-00071-TRM-JEM (E.D. Tenn.). The judge is the Honorable Travis R. McDonough of the United States District Court for the Eastern District of Tennessee.

S.H. is the Class Representative for this lawsuit, and she has been participating in the case since its inception. Class representatives are eligible for what is called a “service award” to acknowledge their efforts and the benefits they achieved for the class. Class Counsel will ask the Court to approve up to \$20,000 as a service award for S.H. Any amount the Court approves will be paid from the Settlement Fund.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXX.COM)**



#### **4. Why is there a Settlement?**

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides have agreed to a Settlement to avoid the costs and risks of trial and appeals. The Class Representative and her attorneys think the Settlement is best for the class.

### **WHO IS IN THE SETTLEMENT?**

#### **5. How do I know if I am part of the Settlement?**

You are a Class Member, and are included in the Settlement, if you are a woman who reported sexual assault by any person to the JCPD from January 1, 2018 to December 31, 2022. This includes those who were minors at the time of their report.

#### **6. What should I do if am not sure if I am included in the Settlement?**

If you are not sure whether you are in the class, you can ask for free help and more information by calling the Settlement Administrator at XXX-XXX-XXXX or sending an email to [info@URL.com]. More details about the class, the lawsuit, and the Settlement can be found in the Settlement Agreement and other documents available on the settlement website, [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com).

### **BENEFITS OF THE SETTLEMENT — WHAT YOU GET**

#### **7. What does the Settlement provide?**

##### **Monetary Benefits**

Defendant will pay \$4,200,000 to settle the lawsuit. This amount will be used to pay Class Member claims. (See the answers to questions 8-10 below.) It will also be used to pay the costs of notifying Class Members and administering the Settlement, any Class Representative service award approved by the Court, and Court-approved attorney's fees and expenses of Class Counsel.

##### **Non-monetary Relief**

In addition to monetary benefits, the Settlement requires JCPD to utilize improved policies and procedures with regard to reports of sexual assault made to JCPD to ensure unbiased and non-discriminatory policing. For two years, at least fifteen (15) reports of sex crimes by women will be audited by JCPD's Office of Professional Standards, and those audits will be reviewed and evaluated by Class Counsel.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXX.COM)**

## 8. How much will my payment from the Settlement be?

Every Settlement Class Member is eligible for an equal pro rata payment from the Settlement Fund. Settlement Fund means the Settlement Amount of \$4,200,000.00 reduced by payments or deductions as provided in the Settlement Agreement or by Court order, including attorney's fees and costs, a service award to the Class Representative, and the cost of settlement administration.

The payment amount to each Settlement Class Member will not be calculated until after the Court grants final approval and the Settlement becomes effective. Class Counsel estimate that the payment to each Settlement Class Member who verifies her information to the Settlement Administrator will be approximately \$7,000.

## HOW YOU GET A PAYMENT

### 9. How can I get a Settlement payment?

Each Class Member has been identified through JCPD's records and assigned a unique ID number by the Settlement Administrator. **The Settlement Administrator is required to keep your information confidential and will use it only for purposes of administering the Settlement.**

If you received this Notice and see a unique ID number and confirmation number in the top left corner of the first page of the Notice, you are an identified Class Member.

**IMPORTANT: Please confirm your contact information and select a form of payment on the settlement website at: [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com).**

Additionally, a valid Social Security Number ("SSN") may be provided on the settlement website. **Payments from this Settlement are reportable to the IRS on a Form 1099-MISC.** Backup withholding is required for payments issued without a valid SSN on file. **Payments without a valid SSN on file will have 24% of the total amount withheld for tax payments to the IRS resulting in a reduction of the payment amount.** Providing your SSN is optional.

### 10. When would I get my payment(s) from the Settlement?

Payments will not be made until the Court grants final approval of the Settlement and any objections or appeals are resolved in favor of the Settlement. Updates will be provided on the settlement website, [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), and can also be obtained by contacting the Settlement Administrator by email at [info@URL.com] or by phone toll-free at 1-XXX-XXX-XXXX. Please be patient. Please do not contact the Court directly.

## 11. What am I giving up to get payment(s) and stay in the Settlement?

In exchange for receiving payment and benefits from the Settlement, you will give up your right to sue the Defendant on your own for the claims described in the Settlement Agreement. You will also be bound by any decisions of the Court relating to the Settlement. If you do not wish to give up your right to sue the Defendant, you must exclude yourself from (opt out of) the Settlement.

In return for paying the Settlement Amount and providing non-monetary benefits, the Defendant will be released from any and all claims or causes of action that were or could have been asserted based on the facts alleged in the Third Amended Complaint. The Settlement Agreement describes the released claims in further detail in section 6.2. Please read that agreement carefully since those releases will be binding on you as a Class Member if the Court grants final approval of the Settlement. If you have any questions, you can talk with Class Counsel free of charge or you may talk with your own lawyer (at your own expense). The Settlement Agreement is available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, but you want to keep the right to sue the Defendant, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from or "opting out" of the Settlement Class.

## 12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator stating that you wish to be excluded. Your exclusion request must include:

- Your full name, address, and telephone number;
- The following statement:

I want to be excluded from *S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM (E.D. Tenn.), and understand that by excluding myself, I will not be able to get any money or benefits from the Settlement.

- Your signature.

You must mail your written exclusion request, **postmarked no later than Month Day, 20\_\_** [60 days from Notice mailing] to:

JCPD Settlement  
c/o \_\_\_\_\_  
P.O. Box XXXXXX  
XXXXX

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXX.COM)**

**13. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendant for the claims being released in *S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM (E.D. Tenn.). If you have a pending lawsuit involving the City of Johnson City, or plan to file one, speak to your lawyer as soon as possible; you may need to exclude yourself from this Settlement to continue your own lawsuit.

**14. If I exclude myself, can I get money from the Settlement?**

No. If you exclude yourself from the Settlement, you will not receive payment(s) from the Settlement, but you will keep your legal rights to sue the Defendant.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

The Court has appointed the following lawyers, known as Class Counsel, to represent the Class Members in connection with the Settlement:

Vanessa Baehr-Jones ADVOCATES FOR SURVIVORS OF ABUSE PC 4200 Park Boulevard No. 413 Oakland, CA 94602 Phone: 510-500-9634 Email: <a href="mailto:vanessa@advocatesforsurvivors.com">vanessa@advocatesforsurvivors.com</a>	Elizabeth A. Kramer ERICKSON KRAMER OSBORNE LLP 44 Tehama Street San Francisco, CA 94105 Phone: 415-635-0631 Email: <a href="mailto:elizabeth@eko.law">elizabeth@eko.law</a>
Heather Moore Collins Ashley Shoemaker Walter HMC Civil Rights Law, PLLC 7000 Executive Center Dr., Suite 320 Brentwood, TN 37027 Phone: 615-724-1996 Email: <a href="mailto:heather@hmccivilrights.com">heather@hmccivilrights.com</a> <a href="mailto:ashley@hmccivilrights.com">ashley@hmccivilrights.com</a>	

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXX.COM)**

## 16. How will the lawyers be paid?

Class Counsel will ask the Court for payment of attorneys' fees and expenses up to \$1,420,000 to compensate them for their legal services and for actual costs. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the amount requested. Any attorneys' fees and expenses that the Court approves will be paid out of the Settlement Amount.

Class Counsel will file a motion for attorney's fees and expenses at the same time they file the motion for final approval of the Settlement. When Class Counsel's motion for attorneys' fees and expenses is filed, it will be posted at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com). You have the right to comment in support of or in opposition (object) to the fee request, in the time and manner set forth on the settlement website.

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member and you have objections to any aspect of the Settlement, you may express your views to the Court. You can object to the Settlement only if you do not exclude yourself from the Settlement Class.

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement—the Court can only approve or deny approval of the Settlement the parties have reached. If the Court denies approval of the Settlement, no payments from the Settlement Fund will be made and the litigation will continue.

If you wish to object to the Settlement, you must do so in writing. You may also appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (a) list your name, address, and telephone number; (b) clearly identify the case name and number (*S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM (E.D. Tenn.)); (c) state with specificity the grounds for the objection; (d) state whether the objecting Class Member intends to personally appear at the final approval hearing; (e) include the name and contact information of any attorneys representing, advising, or assisting the objecting Class Member; (f) state whether any attorney will appear on the objecting Class Member's behalf at the final approval hearing, and if so, the identity of that attorney; (g) be submitted to the Court by mail to the Clerk, United States District Court for the Eastern District of Tennessee, 220 West Depot Street, Suite 200, Greeneville, Tennessee 37743, or by filing in person at any location of the United States District Court for the Eastern District of Tennessee; and (h) be **postmarked on or before Month Day, 20\_\_** [60 days from Notice mailing].

You can also submit a statement in support of the Settlement by writing to the Court at the address above.

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXX.COM)

## **18. What's the difference between objecting and excluding?**

By excluding yourself from the Settlement, you are telling the Court that you do not want to participate in the Settlement. For that reason, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to it, as it will no longer apply to you or bind you. You will not release any potential claims.

By objecting to the Settlement, you are telling the Court that you want to participate in the Settlement, but that there is something about it you do not like. If you object, you are still eligible to receive payment (s) from the Settlement.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a fairness hearing to decide whether to approve the Settlement. You may attend the hearing, and you may ask to speak, but you are not required to do so.

## **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold its final approval hearing on Month Day, \_\_\_\_ at XX:XX a.m. at the United States District Court, Eastern District of Tennessee, \_\_\_\_\_.

The hearing may be moved to a different date or time without additional direct notice to you. You can check the Court's PACER site, <https://ecf.tned.uscourts.gov/cgi-bin/ShowIndex.pl>, check the settlement website, [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com), or call (1-XXX-XXX-XXXX) or email the Settlement Administrator ([info@URL.com](mailto:info@URL.com)) to confirm the date of the hearing.

At the fairness hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court will decide whether to approve the Settlement at or after the hearing.

## **20. Do I have to come to the Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have at the fairness hearing, but you may attend at your own expense. If you send an objection or comment in support of the Settlement you do not have to come to the hearing to talk about it. As long as you filed or mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend the hearing on your behalf, but you are not required to do so.

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXX.COM)**

## **21. May I speak at the Fairness Hearing?**

If you send an objection or comment on the Settlement, you may be able to speak at the fairness hearing, subject to the Court's discretion. You cannot speak at the fairness hearing if you exclude yourself from the Settlement.

## **IF YOU DO NOTHING**

## **22. What happens if I do nothing at all?**

If you do nothing and the Settlement is finally approved, you will receive a payment in the form of a check mailed to the address at which you received this Notice and you will be bound by the Court's final judgment and the release of claims detailed in the Settlement Agreement. If you wish to receive payment in a different form, need to update your contact information, or wish to provide your SSN, you must do so by [date 120 days after notice date] by visiting the settlement website: [www.XXXXXXXX.com](http://www.XXXXXXXX.com).

## **GETTING MORE INFORMATION**

## **23. How do I get more information?**

This Notice summarizes the Settlement and your rights and options. More details are contained in the Settlement Agreement. You can get copies of the Settlement Agreement and more information on the settlement website, [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com). You also may also contact the Settlement Administrator by email at [info@URL.com], by phone toll-free at 1-XXX-XXX-XXXX, or by mail at JCPD Settlement, c/o \_\_\_\_\_, P.O. Box XXXXXX, XXXXX.

For a more detailed statement of the matters involved in the litigation and the Settlement, you may review the various documents on the settlement website, [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), and/or by visiting (during business hours) the clerk's office at the United States District Court for the Eastern District of Tennessee, 220 West Depot Street, Suite 200, Greeneville, Tennessee 37743, File: *S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM, or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.tned.uscourts.gov/cgi-bin/ShowIndex.pl>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.**

Dated: Month Day, Year

By Order of the Court  
United States District Court  
Eastern District of Tennessee

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL FREE OR VISIT [WWW.XXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXX.COM)**

# Exhibit B



## **ALLOCATION PLAN**

### *Eligibility*

The Class is defined as all women, including minors, who reported a sexual assault<sup>1</sup> by any person to JCPD from January 1, 2018 to December 31, 2022. Class membership will be determined by the existence of an incident number in the JCPD records management system (the number assigned when a crime is reported) for all sex-related crimes: Forcible Rape, Forcible Sodomy, Sex Assault with Object, Forcible Fondling, Incest, and Statutory Rape.

### *Distribution*

Every Settlement Class Member is eligible for an equal pro rata payment from the Settlement Fund. Settlement Fund means the Settlement Amount of \$4,200,000 together with any interest and accretions thereto, which may be reduced by payments or deductions as provided in the Settlement or by Court order, including, but not limited to, administrative expenses, and any Court-approved attorney's fees and costs, and a service award.

### *Additional Payment / Potential Cy Pres*

If the sum of the settlement payments made is less than the balance in the Settlement Fund (for example, due to uncashed checks), and the balance is large enough to feasibly distribute, the Settlement Administrator will cause to be paid a pro rata additional payment to all Settlement Class Members who accepted payment. If the Parties, in consultation with the Settlement Administrator, determine that the balance is too low to feasibly distribute, the Parties will agree upon, and move the Court to approve, a *cy pres* distribution to an appropriate recipient.

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<sup>1</sup> For purposes of this Allocation Plan and the definition of "Class" or "Class Member" as part of the settlement, sexual assault is defined to include the following crimes: rape; sodomy; sex assault w/ object; forcible fondling; incest; and statutory rape.

# Exhibit C

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

**S.H., individually, and on behalf  
of all others similarly situated,**

**Plaintiffs,**

**v.**

**No: 2:23-cv-00071-TRM-JEM**

**CITY OF JOHNSON CITY, TENNESSEE,**

**Defendant.**

\_\_\_\_\_/

**[PROPOSED] ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter before the Court is on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (ECF 515) (“Motion for Preliminary Approval”). Plaintiff S.H., individually and on behalf of the proposed class (“Plaintiffs”), and Defendant City of Johnson City, Tennessee (“Defendant”) have entered into a Settlement Agreement and Release (the “Settlement”) (ECF 514) that, if approved, would resolve this litigation.

Having considered the Motion for Preliminary Approval, the Settlement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Settlement.
2. The Court has jurisdiction over this litigation, Plaintiff, Defendant, and Class Members. Venue is proper in this Court.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declaration submitted in

support of the motion. Based on its review of these papers, the Court finds that the Settlement is the product of serious, informed, non-collusive, arm's length negotiations between experienced counsel and conducted with the assistance of mediator Hon. Layn Phillips (ret.).

4. The Settlement confers substantial benefits upon the Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and appeal. The Settlement does not improperly grant preferential treatment to any individual or segment of the Class; does not exhibit any signs of collusion; compares favorably with the potential recovery when balanced against the risks of continued litigation; and falls within the range of possible approval as fair, reasonable, and adequate and thus is likely to be finally approved under Rule 23(e)(2) of the Federal Rules of Civil Procedure.

5. The Court therefore **GRANTS** preliminary approval of the Settlement.

**PRELIMINARY FINDINGS ON SETTLEMENT CERTIFICATION**

6. The Court finds that it will likely be able to certify the following Class for purposes of judgement on the proposed Settlement:

All women, including minors, who reported sexual assault<sup>1</sup> by any person to JCPD from January 1, 2018 to December 31, 2022.

7. The Court preliminarily concludes, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) are likely to be satisfied. In support of this conclusion, the Court provisionally finds as follows:

a. The number of Class Members is too numerous for their joinder to be practicable. The Settlement Class consists of approximately 375 individuals, whose identities are ascertainable through Defendant's records.

b. There are questions of law and fact common to the Class, and these common questions predominate over individualized questions for settlement purposes. The common questions include whether JCPD's alleged discriminatory

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<sup>1</sup> For purposes of this Order and the definition of "Class" or "Class Member", sexual assault is defined to include the following crimes: rape; sodomy; sex assault w/ object; forcible fondling; incest; and statutory rape.

practices were sufficiently widespread and pervasive to establish municipal liability against the City under 42 U.S.C. § 1983, and whether those practices violated the Equal Protection Clause of the U.S. Constitution.

c. Plaintiff's claims are typical of the claims of the Class in that her claim, like the claims of all class members, arise from the same allegedly widespread and pervasive practice of discriminatory conduct against women reporters of sexual assault.

d. Plaintiff has hired experienced counsel, actively participated in the prosecution of the lawsuit, and demonstrated that she is adequately representing the interests of the other Class Members. The Court hereby appoints Plaintiff S.H. as Class Representative.

e. Additionally, proposed Class Counsel—Erickson Kramer Osborne LLP, Advocates for Survivors of Abuse PC, and HMC Civil Rights Law, PLLC, are experienced in prosecuting class actions involving similar claims, have vigorously represented the Class, and are hereby appointed as Class Counsel.

f. A class action is a superior method for the fair and efficient resolution of this litigation considering the amenability of the claims to class treatment and the difficulty of bringing individual lawsuits to address the alleged harm.

g. If for any reason the Court does not grant final approval of the Settlement, or if the Effective Date does not occur, these preliminary certification findings shall be deemed null and void without further action of the Court or the parties. In such circumstances each party shall retain all its respective rights to seek or to oppose certification of this action under Fed. R. Civ. P. 23.

#### **NOTICE AND ADMINISTRATION**

8. The Court approves the Notice substantially in the forms attached as Exhibit A to the Settlement. The proposed notice plan, which includes direct notice to class members, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated to apprise Class Members of the nature and pendency of the litigation, the

scope of the Settlement Class, a summary of the class claims, that the Court will grant exclusion requests and the time and manner for doing so, that Class Members may object and the time and manner for doing so, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorney's fees and expenses and for service awards, and that Class Members may review and comment upon that motion in a time and manner that will be set out on the settlement website when the motion is filed. The plan and the Notice constitute due, adequate and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. The date and time of the Final Approval Hearing shall be included in the Notice before dissemination.

9. The Court hereby appoints JND Legal Administration to serve as the Settlement Administrator to supervise and administer the notice procedures, establish and operate a Settlement website and a toll-free number, distribute payments according to the distribution plan set forth in the Settlement, and perform any other administrative functions that are reasonably necessary or provided for in the Settlement.

10. The Court preliminarily approves the Allocation Plan annexed to the Settlement at Exhibit B, and finds that the proposed distribution meets the requirements of due process and Federal Rule of Civil Procedure 23.

11. The Court therefore directs the parties and the Settlement Administrator to provide notice pursuant to the terms of the Settlement and this Order.

### **EXCLUSIONS AND OBJECTIONS**

12. Class Members who wish to opt out and exclude themselves from the Settlement may do so by notifying the Settlement Administrator in writing postmarked no later than \_\_\_\_\_, 20\_\_\_\_.

13. To be valid, each request for exclusion must:

- Include the Class Member's full name, address, and telephone number;
- Include the statement: "I want to be excluded from *S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM (E.D. Tenn.), and understand

that by excluding myself, I will not be able to get any money or benefits from the settlement” or substantially similar clear and unambiguous language;

- Include the Class Member’s signature; and
- Be mailed to the Settlement Administrator at the following address:

NAME

INSERT c/o

ADDRESS

14. Any Class Member who submits an opt out request with a postmark after the deadline set forth above shall be deemed to have waived any right to opt out of the Settlement and shall not be permitted to opt out of the proposed Class. In other words, any request to opt out postmarked after the deadline set forth in paragraph 13 of this order is ineffective and void, and this deficiency cannot be cured. If a Class Member’s request to opt out is otherwise materially deficient as to the requirements listed above (and detailed in the Notice), the Settlement Administrator will send the Class Member a letter advising of the defect(s) and will give the Class Member an opportunity to cure. If a Class Member fails to cure the request for exclusion, the Settlement Administrator will have no further obligation with respect to that Class Member to give notice of a need to cure.

15. All Class Members who do not validly exclude themselves from the Settlement Class shall be bound by the terms of the Settlement upon entry of a final approval order and judgment.

16. Settlement Class Members who wish to object to the Settlement must do so in a written submission to the Court. Any such objection must:

- Include the Class Member’s full name, address, and telephone number;
- Clearly identify the case name and number (*S.H. v. City of Johnson City, Tennessee*, No. 2:23-cv-00071-TRM-JEM (E.D. Tenn.));
- State with specificity the grounds for the objection;
- State whether the Settlement Class Member intends to personally appear and/or testify at the Final Approval Hearing;

- Include the name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member;
- State whether any attorney will appear on the Settlement Class Member's behalf at the Final Approval Hearing, and if so, the identity of that attorney;
- Be submitted to the Court either by mailing to:  
James H. Quillen United States Courthouse, 220 West Depot Street, Suite 200  
Greeneville, Tennessee 37743, or by filing in person at any location of the Eastern District of Tennessee.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with the procedures listed above (and detailed in the Notice) shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement and/or the final approval order and judgment by appeal or other means.

#### **FINAL APPROVAL HEARING AND SCHEDULE OF PROCEEDINGS**

18. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_ [a.m./p.m.], in Courtroom 3, 900 Georgia Avenue, Chattanooga, Tennessee 37402. The Court may continue the date of the Final Approval Hearing without further notice to Settlement Class Members. Settlement Class Members should check the Settlement website and/or the Court's online calendar for the date of the Final Approval Hearing.

19. At the Final Approval Hearing, the Court will consider: whether the Settlement is fair, reasonable, and adequate and should be granted final approval; whether the Settlement Class should be finally certified; whether a final judgment should be entered; and any other matters the Court may deem appropriate.

20. At the same time as the motion for final approval, Class Counsel will also file a motion for an award of attorney's fees, reimbursement of expenses, and a service payment to the Class Representative. Class Counsel's request for attorney's fees and reimbursement of expenses shall not exceed \$1,400,000, as well as reimbursement of litigation costs actually incurred and advanced by Class Counsel in an amount not to exceed \$20,000. Class Counsel will also request



a service award to the Class Representative not to exceed \$20,000. All amounts approved for attorney's fees and expenses, and the service award will be paid from the Settlement Amount.

21. The Notice informs Class Members that Plaintiffs' motion for attorney's fees, expenses, and the service payment will be posted on the Settlement website as soon as it is filed. Settlement Class Members will have the opportunity to object to the motion. The Court will then consider the motion. Any appeal from an order relating solely to Class Counsel's motion for attorney's fees and expenses, and the service payment, or any reversal or modification of any such order, shall not operate to terminate the Settlement or to affect or delay the finality of a judgment approving the Settlement.

22. The parties and Settlement Class Members shall adhere to the following schedule unless otherwise ordered by the Court:

<b><u>Event</u></b>	<b><u>Date</u></b>
Settlement Administrator sends Notice ("Notice Date")	Within 45 days after entry of this Order
Objection and Opt-out Deadline	60 days after Notice Date
Deadline to File Motion for Final Settlement Approval and Motion for Attorney's Fees, Expenses and Service Award	120 days after Notice Date
Final Approval Hearing	_____ [Parties propose not earlier than 170 days after Notice Date]

### **RESERVATION OF JURISDICTION**

23. The Court retains exclusive jurisdiction over the litigation to consider all further matters arising out of or connected with the Settlement.

24. Pending further order of the Court, all litigation activity and events, except those contemplated by this Order or in the Settlement Agreement, are hereby STAYED, and all

hearings, deadlines, and other proceedings in the litigation, except the Final Approval Hearing and the matters set forth in this Order, are VACATED.

For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
TRAVIS R. MCDONOUGH  
UNITED STATES DISTRICT JUDGE

# Exhibit D

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

**S.H., individually, and on behalf  
of all others similarly situated,**

**Plaintiff,**

**v.**

**No: 2:23-cv-00071-TRM-JEM**

**CITY OF JOHNSON CITY, TENNESSEE,**

**Defendant.**

\_\_\_\_\_/

**[PROPOSED] ORDER GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ Motion for Final Approval of Class Action Settlement (ECF 515). Plaintiff S.H., individually and on behalf of the proposed settlement class (“Plaintiffs”), and Defendant City of Johnson City, Tennessee (“Defendant”) have entered into a Settlement Agreement (“Settlement”) that, if approved, would resolve this litigation.

The Court conducted a Fairness Hearing on this matter on \_\_\_\_\_ (the “Fairness Hearing”). Based on the Fairness Hearing and after carefully considering the motion and the Settlement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, and good cause appearing, the Court has determined: (a) the Settlement is fair, reasonable, and adequate and should be finally approved; (b) the Settlement Class will be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (c) the Notice to the Class was directed in a reasonable and sufficient manner; (d) the nature and scope of claims released<sup>1</sup>, as set forth in the Settlement, are reasonable and

\_\_\_\_\_  
<sup>1</sup> The released claims is a defined term in the Settlement Agreement, as set forth in Section 6.2 of the Agreement (hereinafter referred to herein as the “Released Claims”).

enforceable; (e) jurisdiction is reserved and continued with respect to the motion for attorney's fees, reimbursement of litigation expenses, and service awards; (f) jurisdiction is reserved and continued with respect to implementation and enforcement of the terms of the Settlement; (g) Plaintiff is appointed Class Representative; and (h) the law firms of Erickson Kramer Osborne LLP, HMC Civil Rights Law, PLLC, and Advocates for Survivors of Abuse PC are appointed as Class Counsel.

IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction over this litigation, Plaintiff, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement. Venue is proper in this Court.

2. All capitalized terms shall have the same meaning ascribed to them in the Settlement.

3. Pursuant to Rule 23(e), the Court hereby finds the Settlement is, in all respects, fair, reasonable, and adequate and in the best interests of the Settlement Class.

- a. Rule 23(e)(2)(A) is satisfied because the Plaintiff and Class Counsel have vigorously represented the Class.
- b. Rule 23(e)(2)(B) is satisfied because the Settlement was negotiated at arm's length by informed counsel acting in the best interests of their respective clients, under the close supervision of an experienced mediator.
- c. Rule 23(e)(2)(C) is satisfied because the \$4,200,000.00 in relief provided for the Class is adequate considering the costs, risks, and delay of trial and appeal. The settlement distribution comports with due process and optimizes payments to Settlement Class Members.
- d. The non-monetary relief is a valuable and meaningful component of the Settlement and will require the Johnson City Police Department ("JCPD") to utilize improved policies and procedures with regard to reports of sexual assault.
- e. Rule 23(e)(2)(D) is satisfied because every Settlement Class Member is eligible for an equal pro rata payment from the Settlement Fund. This method of distribution is

consistent with the theory of class-wide liability and harm advanced in the litigation and represents a fair and efficient method of making payments to Settlement Class Members.

- f. The Released Claims set forth in the Settlement are reasonable and appropriate in both nature and scope and are hereby incorporated and adopted herein by reference as if fully set forth and approved.

- 4. The Court certifies, for settlement purposes only, the following Class:

All women, including minors, who reported sexual assault<sup>2</sup> by any person to JCPD from January 1, 2018 to December 31, 2022.

- 5. The Court concludes, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) are satisfied for the Settlement Class. In support of this conclusion, the Court finds as follows:

- a. The number of Settlement Class Members, approximately 375 individuals, is too numerous for their joinder to be practicable. The Settlement Class Member's identities were ascertainable through Defendant's records.
- b. There are common questions of law and fact that predominate over individualized questions, including whether JCPD's alleged discriminatory practices were sufficiently widespread and pervasive to establish municipal liability against the City under 42 U.S.C. § 1983, and whether those practices violated the Equal Protection Clause of the U.S. Constitution. A class action was the superior method for the fair and efficient resolution of this litigation.
- c. The Court's findings in the Preliminary Approval Order with respect to Plaintiff S.H.'s adequacy and typicality are confirmed.
- d. The Court's findings in the Preliminary Approval Order with respect to Class Counsel are confirmed.

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<sup>2</sup> For purposes of this Order and the definition of "Class" or "Class Member", sexual assault is defined to include the following crimes: rape; sodomy; sex assault w/ object; forcible fondling; incest; and statutory rape.

6. In making all the foregoing findings, the Court has exercised its discretion in certifying a Settlement Class.

7. The Court finds that due notice was given in accordance with the Preliminary Approval Order (ECF#), and that the form and content of that Notice, and the procedures for disseminating notice, satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.

8. Adequate notice of the proceedings was given to Class Members, with a full opportunity to participate in the fairness hearing. Therefore, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order and Judgment.

9. The Court also finds that Defendant properly notified the appropriate state and federal officials of the Settlement, pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant’s notice and accompanying materials and finds that it complied with all applicable requirements of CAFA. (*See* ----- Declaration, Doc. No. ----).

10. The Court GRANTS final approval of the Settlement and DIRECTS the parties, and the Settlement Administrator to implement the Settlement according to its terms and conditions.

11. This litigation is dismissed with prejudice, and the Released Claims and Releasing Defendant’s Claims are released as set forth in the Settlement.

12. This Final Approval Order shall have no force or effect on the persons who have validly excluded themselves from the Class. The persons identified in Exhibit # hereto (filed separately under seal) requested exclusion from the Settlement Class as of the Objection and Opt-Out Deadline. These persons shall not share in the benefits of the Settlement, and this Final Approval Order and Judgment does not affect their legal rights to pursue any claims they may have against Defendant. All other members of the Settlement Class are hereinafter barred and permanently enjoined from prosecuting any Released Claims against Defendant in any court, administrative agency, arbitral forum, or other tribunal.

13. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any wrongdoing or liability of Defendant, Defendant's agents or employees, or any other Released Party, or (c) any fault or omission of Defendant, Defendant's agents or employees, or any other Released Party in any proceeding in any court, administrative agency, arbitral forum, or other tribunal.

14. Neither the application for attorneys' fees, reimbursement of litigation expenses, and service awards, nor any order entered by this Court thereon, shall in any way disturb or affect this Judgment, and all such matters shall be treated as separate from this Judgment. Without affecting the finality of this Judgment, the Court reserves jurisdiction with respect to the motion for attorneys' fees, reimbursement of litigation expenses, and service awards.

15. The motion for attorney's fees, reimbursement of litigation expenses, and service awards (the "Motion") was posted on the Settlement website as soon as it was filed. Settlement Class Members had the opportunity to comment on the Motion. The Court will enter a separate order on the Motion.

16. Without affecting the finality of this Judgment, the Court reserves and continues jurisdiction with respect to the implementation and enforcement of the terms of the Settlement, and all other matters related to the administration, consummation, and interpretation of the Settlement and/or this Final Approval Order and Judgment, including any orders necessary to effectuate the final approval of the Settlement and its implementation.

17. No person will have any claim against Defendant, Defendant's agents or employees, Defendant's Counsel, Plaintiff, Class Counsel, any person designated by Class Counsel or the Settlement Administrator arising from or relating to actions, determinations or distributions made substantially in accordance with the Settlement or Orders of the Court.

18. If the Settlement does not become effective, this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement.



For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
TRAVIS R. MCDONOUGH  
UNITED STATES DISTRICT JUDGE