

NOTICE OF CLASS ACTION, CLASS SETTLEMENT AND HEARING

RE: United States District Court, Eastern District of Tennessee,
Eden, et al. v. Bradley County, Tennessee, et al. – No: 2:18-cv-217-CHS

A class action lawsuit is currently pending in the United States District Court for Eastern District of Tennessee. If the proposed Settlement receives final court approval, the Court will certify the case as a class action, and APPROVED CLAIMANTS who have submitted timely, valid, approved claims will receive monetary compensation.

If you were incarcerated at the Bradley County Jail (the “Jail”) from **September 18, 2017**, through **November 29, 2023** (the date the Preliminary Approval Order was entered), and it is determined that you meet the following criteria, **YOU MAY BE A MEMBER OF THE DAMAGES CLASS** and eligible for compensation:

- You were a Jail inmate (*i.e.*, were under arrest and had been transported or were being transported to the Jail in the custody of the Bradley County Sheriff’s Office (“BCSO”));
- During your period of confinement at the Jail, you suffered from an obvious or diagnosed medical condition (subject to certain exceptions discussed below) and either:
 - received no medical care for that condition, or
 - despite any medical attention you received, suffered a worsening of said condition, and/or
 - experienced unnecessary pain, suffering, or discomfort.

Eligibility for Class Membership is described below. Review this information and, if you need assistance, **CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL AS SOON AS POSSIBLE FOR FREE HELP IN COMPLETING AND SUBMITTING YOUR CLAIM FORMS**. Time is of the essence and claimants who file claims too late will not receive compensation under any circumstances, even if otherwise eligible.

SUBJECT TO CERTAIN LIMITATIONS, YOU MAY BE ENTITLED TO RECOVER FOR ONE OR MORE INSTANCES OF NO MEDICAL CARE OR DEFICIENT MEDICAL CARE DESCRIBED ABOVE PER PERIOD OF CONFINEMENT, PROVIDED THAT YOU SUBMIT A SEPARATE, TIMELY, AND VALID CLAIM FORM FOR EACH SUCH INSTANCE. FOR EXAMPLE:

- **IF, DURING ONE PERIOD OF CONFINEMENT, YOU DID NOT RECEIVE PRESCRIBED HEART MEDICATION DURING ONE PERIOD OF CONFINEMENT, YOU WOULD HAVE ONE CLAIM. (YOU WOULD SUBMIT ONE CLAIM FORM).**

- **IF, DURING TWO SUCCESSIVE PERIODS OF CONFINEMENT, YOU DID NOT RECEIVE PRESCRIBED HEART MEDICATION, YOU WOULD HAVE TWO CLAIMS. (YOU WOULD SUBMIT TWO CLAIM FORMS).**
- **IF, DURING ONE PERIOD OF CONFINEMENT, YOU DID NOT RECEIVE PRESCRIBED HEART MEDICATION AND DID NOT RECEIVE TIMELY CARE FOR A BROKEN BONE, YOU WOULD HAVE TWO CLAIMS. (YOU WOULD SUBMIT TWO CLAIM FORMS).¹**

This matter arises from a proposed class action lawsuit filed on September 18, 2018. The plaintiffs in that lawsuit have alleged that Bradley County, Tennessee and/or the BCSO, in conjunction with private companies providing medical care at the Jail pursuant to contracts (“Contract Medical Service Providers” or “CMSPs”), have maintained a system of medical care for inmates at the Jail that fails to meet the minimum requirements for such care under the United States Constitution, specifically the Eighth and Fourteenth Amendments. The plaintiffs further allege that this system of deficient care has exposed every inmate confined at the Jail to substantial risks of serious harm and, in many cases, has caused serious harm to inmates. Bradley County, the BCSO, and the CMSPs dispute those claims and deny any wrongdoing. To resolve this matter, plaintiffs and Bradley County have entered into a preliminary Settlement that does not contain any finding of wrongdoing by Bradley County but does (1) provide for possible payment to DAMAGES CLASS MEMBERS, and (2) requires that Bradley County take certain steps to improve the quality of medical care at the Jail.

To be eligible to receive any money in this Settlement, **you must fill out a Claim Form and submit it online or mail it** for each instance of deficient care you seek compensation for, and the Claim Form must be approved in accordance with the Settlement procedure. You must (1) submit the completed Claim Form(s) on the Settlement Administrator’s website (www.bradleycountyjailsettlement.com) **NO LATER THAN 11:59 p.m. on March 8, 2024**; or (2) mail the completed Claim Form(s) to the Settlement Administrator at *Eden v. Bradley County*; Settlement Services, Inc., P.O. Box 10269, Tallahassee, FL 32302-2269 postmarked **NO LATER THAN March 8, 2024**, in order to be eligible to receive money from the class fund. If your Claim Form(s) is (are) not submitted or mailed by the deadlines above, you will not be considered a member of the class even if you wish to be, but you will be bound by the settlement and will not receive any money.

¹ Failure to receive heart medication or to receive treatment for a broken bone are mentioned solely to illustrate two possible instances of “no medical care” or “deficient medical care.” These examples are not intended to restrict or limit claims arising from any other instances of failure to receive appropriate medical care while in the custody of the BCSO.

Below are questions and answers designed to explain information about this lawsuit, including how to proceed to file a claim or otherwise participate in the Settlement process.

1. What is the Class Action lawsuit about?

The lawsuit challenged policies and practices of Bradley County (and the BCSO and the CMSPs) pertaining to inmate health care at the Jail on grounds that they (a) were impermissibly deficient under the Eighth and Fourteenth Amendments to the United States Constitution, (b) created a substantial risk of serious harm to all inmates confined in the Jail who required medical care, and (c) in fact, frequently caused serious harm to inmates who required medical care. The lawsuit sought both monetary compensation for injured class members (the Damages Class) and forward-looking changes to the system of medical care at the Jail for the benefit of all current and future inmates (the Injunctive Relief Class).

2. Who is a Member of the Damages Class and the Injunctive Relief Class?

There are TWO separate classes in this lawsuit, the “Damages Class” and the “Injunctive Relief Class.” *Any* current and/or future inmate of the Jail is a member of the Injunctive Relief Class, and there is no monetary compensation available for membership in the Injunctive Relief Class. Instead, the relief sought on behalf of the Injunctive Relief Class is forward-looking and will benefit all members equally, as it will improve the quality of medical care at the Jail for all inmates.

By contrast, if you are a member of the Damages Class, you may receive compensation by filing a valid, timely claim establishing your membership therein. If you believe that you are entitled to compensation under this agreement for one or more instances of no medical care or deficient medical care, you may seek compensation for all such instances by filing a separate claim for each claimed instance of harm resulting from no care or deficient care. For example, an inmate who did not receive treatment or received deficient treatment for diagnosed diabetes during two separate instances of incarceration at the Jail would have two Damages Claims. Similarly, an inmate who did not receive treatment or received deficient treatment for diabetes and a broken arm during a single period of incarceration at the Jail would have two Damages Claims. In some cases (*e.g.*, where a Damages Class Member is deceased or incompetent), a person (*e.g.*, a spouse or a child) may file a claim on his or her behalf, consistent with the requirements of Tennessee law.

If you do not file a timely, proper separate claim for each separate instance for which you wish to receive compensation, you will not receive compensation for those events with respect to which you failed to file a claim.

The compensation available to a Damages Class Member for a Damages Claim depends on the severity of the injury suffered. In general, the worse the injury, the greater the compensation. As death is the most serious injury, the compensation available for it will be in the greatest amount.

To ensure that Class Members receive compensation in proportion to their injuries, the Settlement provides that the Court will appoint a neutral third-party evaluator—the “Special Master”—to evaluate the submitted claims that satisfy certain initial requirements (*e.g.*, full completion of the Claim Form). The Special Master is a highly accomplished and experienced attorney with over

thirty years of experience in areas of law relevant to the claims evaluation process he has been appointed to undertake.

a. Injunctive Relief Class

You are a member of the Injunctive Relief Class if you are currently incarcerated at the Jail. (The Injunctive Relief Class also applies to all persons who will be inmates at the Jail in the future, although those persons are, of course, currently unknown).

b. Damages Class

You are a member of the Damages Class if, during the Class Period (from September 17, 2017 through November 29, 2023) you (i) were a Jail inmate (*i.e.*, were under arrest and had been or were being transported to the Jail in the custody of the BCSO)²; and (ii) during your period of confinement at the Jail, you suffered from an obvious or diagnosed medical condition (subject to certain exceptions discussed below) and either (1) received no medical care for that condition, (2) despite any medical attention you received, suffered a worsening of said condition, and/or (3) experienced unnecessary pain, suffering, or discomfort.

3. What is the purpose of this Notice?

This Notice is directed to potential members of the Damages Class, as their rights may be affected by this class action lawsuit. Damages Class Members have a right to know about a proposed Settlement of this lawsuit and about all their options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, the legal rights of Damages Class Members, what benefits are available, who is eligible, and how to file a claim. The Court in charge of this case is the United States District Court for the Eastern District of Tennessee, located in Chattanooga, Tennessee. The case is known as *Eden, et al. v. Bradley County, Tennessee, et al.*, Case No. 2:18-cv-217-CHS. The persons who brought the case are called Plaintiffs. The persons or entity against whom the lawsuit has been brought are called Defendants and include Bradley County, Tennessee, Sheriff Steve Lawson, Captain Jerry Johnson, Eric Watson, and Captain Gabriel Thomas are the Defendants. The presiding Judge in this case is United States Magistrate Judge Christopher H. Steger.

² Any failures of treatment that occurred *before* you were in the custody of the BCSO—for example, while you were being transported to the Jail while in the custody of a different law enforcement agency like the Cleveland Police Department—are not be covered under this settlement. However, even if you were transported to the Jail in the custody of another law enforcement agency, any failures of treatment occurring *after* you were taken to the Jail *are* covered.

4. Why is this a Class Action?

In a class action, one or more persons (the Class Representative(s) or Named Plaintiffs) sue on behalf of a group of people who have similar claims—the Class Members. One court then resolves the issues for all Class Members, except for those who exclude themselves.

5. Why is there a Settlement?

This lawsuit has been pending for more than four years. The Parties conducted extensive discovery (the exchange of documents and taking of depositions), as well as motion practice concerning discovery, the amount and nature of claims, and whether certain parties are allowed to participate in the lawsuit. Lawyers for both sides retained experts in corrections and correctional medicine to opine whether or not the medical care at the Jail has been seriously deficient. The Court ordered the Parties to mediate the case and determine if settlement was possible. Over the course of approximately one year, the Parties engaged in multiple face-to-face mediations overseen by an experienced mediator and communicated throughout that process. Instead of continuing the contentious, costly, lengthy, and uncertain litigation, the Parties arrived at a mutually agreeable settlement providing for substantial payments to Damages Class members and certain injunctive relief. Through settlement, both sides can avoid the risks and costs of further litigation regarding the injunctive relief and damages to which class members may be entitled, or an appeal from any such decisions by a court; the case can be resolved immediately; and the benefits of the Settlement can be made immediately available to the Class Members. The Class Representatives and their attorneys believe that the proposed Settlement is fair to the Class Members and think that the terms of the Settlement are a fair, reasonable, and adequate resolution of this matter.

6. Are there lawyers representing you?

The Court has approved lawyers (called “Class Counsel”) to collectively represent you. These are the lawyers who have been handling the lawsuit for the past four years. You will not be asked to pay your own personal money for the services these attorneys and their staff have provided you in litigating this case and negotiating this Settlement. Instead, the lawyers will be paid separately by the Defendant, after approval by the Court, as described further below. Only Class Counsel may act on behalf of the class. However, that does not prevent you from hiring your own lawyer to advise you personally about your rights, options, or obligations as a Class Member in this lawsuit. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you are uncertain whether you have a claim, you may call the Settlement Administrator at 1-888-224-1197 or send an email to jailsettlement@smrw.com with (1) your full name, (2) date of birth, (3) a phone number where you may be contacted, and (4) the reasons you think you may be a Damages Class Member. The Settlement Administrator and Class Counsel will help you – FREE OF CHARGE – to understand your rights and submit your Claim(s), if eligible. Do not delay, as inquiries made near the end of the claims period may not be answered in time to comply with the deadline.

7. What does the Settlement provide?

The benefits under the Settlement fall into three primary categories—Injunctive Relief, payment of Approved Claims to Damages Class Members, and payment of fees and expenses of Class Counsel, summarized as follows.

- a. **Injunctive Relief.** Bradley County has agreed to increase its budget for medical staffing at the Jail by \$275,000 for at least the next two (2) years. Bradley County will consult with Class Counsel with regard to the manner in which that additional \$275,000.00 amount will be expended. At the end of the first contract year following final approval of this settlement, Class Counsel and Bradley County will select a consultant qualified to assess the system of inmate health care at the Jail, specifically for adherence to requirements for inmate health care established by the Tennessee Corrections Institute, American Correctional Association, and National Commission on Correctional Health Care. Bradley County has agreed to pay an amount up to \$30,000.00 for this assessment. Class Counsel will monitor Bradley County’s compliance with the injunctive relief for a period of two years from the date of entry of the Final Approval Order, and Bradley County will furnish Class Counsel with budget documents sufficient to permit them to evaluate compliance. If Class Counsel believe in good faith that Bradley County is violating the agreed-upon injunctive relief, Class Counsel may seek relief from the Court in connection with same, after first making reasonable attempts to resolve the issue.

- b. **Payment for Approved Claims of Damages Class Members.** To be entitled to receive a distribution as a Damages Class Member, an inmate (or person authorized to act on their behalf) must submit a timely claim that is finally determined to be an Approved Damages Claim by the Special Master, under the terms of the Settlement Agreement and Damages Claim Schedule. An Approved Damages Claim includes and can be compensated as: (i) an **Approved “Feinberg Election,”** (ii) an **Individual Damages Award,** or (iii) an **Individual Death Award.**
 - i. A **Feinberg Election** is a guaranteed payment of **\$400.00** available to a Damages Class Member who elects ***not to go through the full process of evaluation by the Special Master.*** To be eligible to receive money as a Feinberg Election, a person who believes that he or she is a member of the Damages Class must submit a Valid Claim Form and show by his or her statements (under penalty of perjury) that he or she meets the Damages Class definition. A person making a Feinberg Election ***does not need to submit Medical Evidence (i.e., medical records, bills, statements from family members, etc.)***³

³ If the number of submitted Feinberg Elections reaches a certain threshold (substantially beyond that which Class Counsel anticipates), it is possible that the amount awarded for Feinberg Elections could be reduced on a *pro rata* basis and be less than \$400.00.

- ii. An **Individual Damages Award** is a variable payment amount **equal to or greater than \$500.00** available to a Damages Class Member who **does elect to go through the full process of evaluation by the Special Master**. In order to receive compensation as an Individual Damages Award, a person who believes that he or she is a member of the Damages Class must (1) submit a Valid Claim Form, **and** (2) **Medical Evidence**, at least some of which must come from a licensed provider of medical services, *e.g.*, a physician or nurse practitioner. For example, a person seeking compensation for failure to treat a heart condition will need to provide evidence from a medical provider showing that he or she, in fact, was diagnosed with that condition.⁴ The amount awarded as an Individual Damages Award will depend on: (a) the nature and severity of the underlying illness, condition, or injury; (b) the temporary or permanent character of the injury resulting from the failure to treat or inadequate treatment of the illness, condition, or injury; (c) the effect of the claimant's conduct on the illness, condition, or injury (for example, medication noncompliance); (d) pain, emotional distress, and other suffering; (e) the seriousness of the conduct of defendants and any CMSP in treating (or failing to treat) the illness, condition, or injury; (f) the length of time the claimant suffered from no or inadequate treatment, (g) any post-incarceration medical costs or expenses the claimant bore in connection with the illness, condition, or injury related to the treatment or lack of treatment for same at the Jail; (h) any other aggravating or mitigating factors or circumstances; and (i) the number of other claimants who file valid claims.
- iii. An **Individual Death Award** is a variable payment amount available to a Damages Class Member (through his or her legal beneficiaries) for no or inadequate treatment that demonstrably resulted in the claimant's death. The amount awarded for an Individual Death Award will not be less than \$200,000.00.⁵
- iv. **Pro Rata Reduction or Increase:** The amount awarded for an Individual Damages Award (or a Feinberg Election if the number of Feinberg Elections is unexpectedly high) depends on the total number of Approved Claims. It will be reduced or increased in proportion to the number of Approved Claims. In general, the more Approved Claims, the less each individual Damages Class Member will recover, and the fewer Approved Claims, the more each individual Damages Class Member will recover. In no event will a Feinberg Election be compensated by more than \$400.00.
- c. **Plaintiffs' Attorney Fees and Litigation Costs.** Class Counsel will ask the Court to award them \$1,140,000.00 in attorney fees and \$124,386.43 in litigation costs and expenses, all to be paid by Defendants. These fees and costs ultimately must be approved by the Court after satisfying itself that such fees and costs are fair and reasonable. The full description of the

⁴ Under certain circumstances, on a case-by-case basis, the requirement for medical evidence may be waived, for example if a claimant cannot obtain medical records for reasons outside his or her control. In this event, the claimant must obtain a waiver from Class Counsel, confirmed in writing.

⁵ In order for a suicide submitted as a Damages Claim to be compensable, it must be demonstrably connected with medical care. Even if it is, the \$200,000.00 minimum does not apply to such claims.

benefits is contained in the parties' Settlement Agreement, a copy of which is available on the settlement website: www.bradleycountyjailsettlement.com.

8. Will I receive anything from the Settlement?

For each completed, valid Claim Form that you file on or before the Claims Deadline, if your claim(s) is (or are) determined to be valid (as an Approved Feinberg Election, an Individual Damages Award, or an Individual Death Award), you will receive compensation for each as described in Paragraph 7 above and the Settlement Agreement. A full description of the process employed to determine whether a claim is an Approved Claim is contained in the Settlement Agreement and Damages Claim Schedule.

9. What do I do to get money?

All claimants (and Authorized Persons acting on their behalf), whether making a Feinberg Election or seeking full review of their claims, may be required to submit proof of identity (e.g., government issued-photo identification).

If you wish to receive money from the Settlement, you must complete and timely submit a Damages Claim Form for *each* Damages Claim for which you seek compensation. **For a Damages Claim for which you make a Feinberg Election, you will not be required to submit medical evidence in support of the claim. For a Damages Claim for which you do not make a Feinberg Election (and therefore proceed through full review of your claim), you will be required to submit medical evidence in support of the claim.** All Claim Forms must be completed and submitted online (or postmarked if submitting by U.S. Mail) no later than **March 8, 2024**, along with all accompanying medical information you may be submitting. To avoid missing out on this opportunity, you should complete and submit your Claim Form(s) as soon as possible. If you do not timely and properly submit your Claim Form(s), you will not receive any money from the Settlement, even if you would otherwise qualify; however, you will still be bound by the Settlement and you will forfeit your right to later bring a lawsuit. Also, by submitting a Claim Form you will (a) expressly agree to forfeit your right to later bring a lawsuit and (b) be bound by the Settlement, even if the Special Master finds that you are not entitled to any money.

If you need a copy of a Claim Form, please (1) call the Settlement Administrator (toll free) at 1-888-224-1197; (2) write to the Settlement Administrator at *Eden v. Bradley County*; Settlement Services, Inc., P.O. Box 10269, Tallahassee, FL 32302-2269; or (3) request a Claim Form (or submit your claim(s) online) at www.bradleycountyjailsettlement.com.

10. What kind of evidence must I submit if I want to go through full review of my claim and recover an Individual Damages Award or Individual Death Award, and what if I am unsure what kind of medical evidence I must submit?

As discussed above, if you decide to go through a full review of your claim (rather than making a Feinberg Election), you may be entitled to greater compensation as part of this Settlement. In that case, **you must establish that you actually suffered from the illness, condition, or injury you allege was not treated or was improperly treated at the Jail.** For example, if you claim that you

did not receive medication for high blood pressure, you must provide documentation from a licensed provider of medical services (for example, a medical doctor (M.D.), doctor of osteopathy (D.O.), physician’s assistant, nurse practitioner, or some other medical professional) showing that you have been diagnosed with high blood pressure and have been prescribed medication for it. You may also submit evidence concerning the severity or outcomes of your treatment (or lack of treatment) at the Jail—for example, statements under penalty of perjury from you or family members or photographic evidence—but at least *some* of the evidence must come from a medical provider. **It will be your responsibility** to obtain and pay for any medical records necessary to support your claim(s). As discussed above, in *rare* cases, and depending on the circumstances, you *may* be excused from complying with that requirement, at Class Counsel’s discretion. For example, it may be that there are no medical records concerning the illness, condition, or injury that is the basis for your claim or you cannot obtain them. It will not be an excuse that you do not want to take the time to contact those medical providers or pay for the records. **If you are unsure what kind of evidence you must submit, you may contact the Settlement Administrator or Class Counsel for guidance.**

11. What if I have more than one claim?

As discussed above, if you believe that you are entitled to compensation under this agreement for multiple instances of no medical care or deficient medical care, you may seek compensation for all such instances by filing a separate claim for each claimed instance of harm. When the Claims Process is completed, all of your Approved Claims will be combined to determine the money you will receive. For each claim you make, you have the option to make a Feinberg Election or seek an Individual Damages Award, and amounts awarded for Feinberg Elections and Individual Damages Awards (or Individual Death Awards) can be combined to determine your final payout.

12. Are there any claims that are too small to be compensated?

Under the law, there are some injuries or illnesses that are too minor to recover damages for. Those “*de minimis*” injuries may not be compensable under this settlement and include:

- Minor cuts, bruises, or lacerations;
- Minor swelling, pain, or cramps;
- *Occasional* missed doses of medication without serious effect or risk;
- Minor stomach ailments;
- Claims of mental or emotional suffering *unless* there is a physical injury *or* recognized mental-health diagnosis (*e.g.*, depressive disorder, anxiety disorder, bipolar disorder); and
- Subjective complaints of pain *by themselves* (where there is no underlying condition).

If you are unsure whether your condition is *de minimis*, you may contact the Settlement Administrator and/or Class Counsel for guidance.

13. Who and under what circumstances may a person who is not a Damages Class Member submit claims?

As a general rule, if a Damages Class Member is alive and legally competent, it is that person's responsibility to file a claim on his or her own behalf. However, there may be some circumstances in which someone who is not a Damages Class Member seeks to file a claim on behalf of the Damages Class Member, for example, where a Damages Class Member is (a) dead, (b) legally incompetent or incapacitated, or (c) otherwise incapable of participating in the Claims Process (for example, because he or she is currently incarcerated). In that case, an individual or entity authorized under state, federal, or tribal law to act on behalf of the person satisfying the Damages Class definition may submit a claim on behalf of that person. **If one of these situations applies to you, it is critical that you contact the Settlement Administrator and/or Class Counsel as soon as possible to determine (a) whether you are qualified to submit a claim on behalf of the Damages Class Member, and (b) under federal, state, or tribal law, who is the proper beneficiary of the proceeds of any such award.** The Settlement Administrator and Class Counsel will provide appropriate guidance in that regard.

14. What if I still do not know if I am a Class Member?

If you are not sure whether you are included in the Class, you may contact the Settlement Administrator or Class Counsel for free assistance. The Settlement Administrator and/or Class Counsel will assist you, free of charge, in determining whether you may have a valid Damages Claim(s) and the steps to take in submitting it (or them).

15. How much will the Plaintiffs' Lawyers be paid?

The Court will be asked to award Class Counsel up to \$1,140,000.00 in attorney fees and \$124,386.43 in litigation costs. The Court can award less than that amount, but not more. You will not be asked personally to pay any attorney fees to Class Counsel. Only if you hire your own lawyer to represent you personally would you have to pay an attorney any fees.

16. Can I exclude myself from the Settlement?

If you do not want to be a member of the Class, or if you want to be able to file your own lawsuit or be part of a different lawsuit against the Defendants raising the claims involved in this lawsuit, then you must take steps to get out of the Class. This is called "excluding yourself" from, and sometimes is referred to as "opting out" of, the class.

17. What do I do to exclude myself from the Settlement?

To exclude yourself, you must send a letter by First-Class mail clearly stating that you want to be excluded from *Eden v. Bradley County*. Be sure to include your (a) name, (b) address, (c) telephone number, (d) the name and number of this case (set forth on page one of this Notice), (e) a description of the basis for membership in the Damages Class, (f) a statement that you wish to be excluded from the damages Class, and (g) your signature. The name and address of your attorney,

if you have retained one, is not sufficient. You must mail your Exclusion Request, postmarked no later than **Monday, February 5, 2024**, to:

Eden v. Bradley County; Settlement Services, Inc., P.O. Box 10269, Tallahassee, FL
32302-2269

Unless you exclude yourself from the class, you remain in the class and give up all of your rights against the Defendants for the conduct alleged in this lawsuit, except those available to you under this Settlement. That means that, if you don't exclude yourself and also don't file a claim, you will receive no money but will still lose your rights against the Defendants. So be sure to file the Claim Form unless you are going to exclude yourself. (If you do exclude yourself, and you want to pursue other damages for the conduct alleged in the complaint, you will need to bring your own legal complaint against the Defendants (and/or other defendants) within the time prescribed under the relevant statutes of limitations).

18. What is the Release of Claims?

As part of the Settlement, you release the claims covered by this lawsuit in exchange for the money you may be eligible to receive if you are a member of and do not exclude yourself from the class. The release extends to putative class members who file a claim as part of this Settlement, even if they are ultimately found not to be entitled to damages as part of it (for example, if the claim form(s) they submit are not valid, they do not submit required medical evidence, or their injuries are adjudged to be too small to compensate under governing law). The Proposed Final Order of Approval and Settlement (which you may view on the website for this lawsuit at www.bradleycountyjailsettlement.com) describes the legal claims against the Defendant you will give up by staying in the class (that is, if you do not exclude yourself as described in the question above entitled "What do I do to exclude myself from the lawsuit?"). The Released Claims include all claims, demands, and causes of action, whether class, individual or otherwise, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorney fees that were or could have been asserted in the Complaint during the time covered by this Settlement. These Released Claims include any other related complaints, grievances, and/or claims, whether judicial or administrative, and whether actually filed or available. Released Claims do not include any other claim(s) that a Plaintiff or member of the classes may have against Defendant for conduct not covered by this Settlement.

19. If I do not like the Settlement or object to it, how do I tell the Court?

If you are and choose to remain a Class Member, you can object to the Settlement if you do not like any part of it, or you may object to the request for attorney fees. You must give the *specific reason(s)* why you think that the Court should not approve the Settlement or the requested attorney fees (that is, a mere statement of objection is not sufficient). Do not contact the Court orally to object. Rather, you must send a written statement with the case name and number (*Eden, et al. v. Bradley County, Tennessee, et al.*, Case No 2:18-cv-217-CHS at the top of the page). In addition, provide your (a) name, (b) address (just giving the address of an attorney who represents you is not sufficient), (c) telephone number, (d) signature, and (e) the reason(s) why you object ("Reasons for Objection"). If you are represented by a lawyer, you should also give the name, address and telephone number of that lawyer. **You must mail your objections and any supporting papers**

by First-Class mail, postmarked no later than **Monday, February 5, 2024**, to the Court and counsel as follows:

Clerk of Court United States District Court Eastern District of Tennessee Joel W. Solomon Building – United States Courthouse 900 Georgia Avenue Chattanooga, TN 37402	Joseph Alan Jackson II Spears, Moore, Rebman & Williams, P.C. 601 Market Street Suite 400 Chattanooga, TN 37402	B. Thomas Hickey Spicer Rudstrom PLLC 537 Market Street Suite 203 Chattanooga, TN 37402
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Only putative Class Members—those who are currently confined in the Jail and/or were confined in the Jail within the Class Period (from September 17, 2017, to November 29, 2023) and meet (or believe that they meet) the Class Definition(s)—may object. You should provide as much identifying information (such as Driver’s License, date of birth, and last four digits of your Social Security Number (“Confidential Identifying Information”)) to the counsel listed above, so that your class membership can be confirmed. To protect your privacy, send that identifying information (*i.e.*, Driver’s License, date of birth, and last four digits of your SSN) *only* to counsel, *not* the Court, as what you file with the Court is a public document. (In other words, send (a) *only* the Reasons for Objection to the Court, and (b) the Reasons for Objection *and* Confidential Identifying Information to counsel.) Submitting an objection will not extend the time within which a Class Member may request exclusion from this Settlement. (If you file an exclusion, you are no longer a member of the Class and any objection will not be considered.)

A full set of the following settlement documents, is available on the case website (www.bradleycountyjailsettlement.com) (or will be if the motion for attorney fees has not yet been filed) on the case website including: the Settlement Agreement; Claim Form; Agreed Order Preliminarily Approving Class Action Settlement, Preliminarily Certifying Classes for Settlement Purposes, Appointing Class Representatives, Appointing Class Counsel, Approving and Directing the Issuance of a Class Notice, Appointing Special Master, and Scheduling a Final Fairness Hearing; proposed Agreed Order Approving Class Action Settlement; and Motion For Award of Attorney Fees and Costs.

20. What is the difference between objecting and seeking exclusion?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class Member and stay in the class. If you object and the Court rejects your objection, you remain a Class Member and will be bound by any outcome of the case and entitled to payment under the settlement if you file a claim and it is approved. Excluding yourself is telling the Court that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

21. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled the Fairness Hearing for **Friday, April 5, 2024 at 10:00 a.m.**, in the United States District Courthouse for the Eastern District of Tennessee District of Tennessee, Southern Division at Chattanooga, Joel W. Solomon Building—United States Courthouse 900 Georgia Avenue, Courtroom 1B, Chattanooga, TN 37402. At this Hearing, Judge Steger will consider whether the Settlement is fair, reasonable and adequate, and will determine the amount of attorney fees and costs to be awarded. If there are any objections, the Court will consider and rule on them. We do not know how long this process will take. We do not know if the Hearing will be continued to another date. There will not be a new notice if it is. You may speak at the Hearing, but only if you have submitted your comments or objections as provided in the question above entitled “If I do not like the Settlement or object to it, how do I tell the Court?” (See question no. 19).

22. Am I required to attend the hearing?

No. You may, but need not, attend the Hearing. Class Counsel will answer any questions the Court may have. However, you may come if you choose, at your own expense. If you sent a written objection, you may, but do not have to, come to Court to talk about it. As long as you properly submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but that also is not necessary.

23. May I speak at the hearing?

Even if you attend the hearing, you will not be allowed to speak at the hearing unless you have submitted your comments or objections as provided in the question above entitled “If I do not like the Settlement or object to it, how do I tell the Court?” (See question no. 19) and have stated in your submission that you wish to be heard. You cannot speak at the Hearing if you exclude yourself from the Class Action. If you have submitted an objection, the Court will decide whether to hear from you verbally as well.

24. What happens if I do nothing at all?

If you do nothing, your rights will be affected. You will be bound by the terms of the Settlement and you will be agreeing to a release of the claims that are contained in the Settlement. However, if you do not file a claim, you will not be entitled to any money from the Settlement even though you will be bound by it.

25. When will I receive money from the Settlement?

No money will be paid until (a) after the date set by the Court as the last day to mail or file a claim, (b) the Settlement Funds are deposited with the Settlement Administrator, which will only occur 30 days after the Settlement is approved and all possibilities of appeal expire, and (c) the Court approves the findings and amounts to be disbursed as determined by the Special Master. The length of time it will take the Special Master to complete the Claims Process and transmit his findings to the Court for review and approval cannot be known at this time, as it depends on the number of

claims filed and their complexity, but he will work expeditiously to complete his work as quickly as is feasible, consistent with his obligation to be thorough.

26. What happens if there is not a Final Settlement?

It is possible the settlement might not go through (for example, if the Court for some reason does not approve the settlement). In that situation, the case would move forward through further litigation in court.

27. Are there more details about the Settlement?

This Notice merely summarizes the proposed Settlement. You can go to the website (www.bradleycountyjailsettlement.com) to see the complete Settlement documents in the case and a copy of the Motion for Award of Attorney Fees and Costs when it is filed. In the event that any description in this Notice of the terms in the Settlement documents conflict with the actual terms of the Settlement documents, the terms of the Settlement documents control.