

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

NATASHA GRAYSON, Individually and on
behalf of all others similarly situated,

Case No. 1 :19-cv-1136

Plaintiff,

v.

JURY TRIAL DEMANDED

MADISON COUNTY, TENNESSEE

Defendant.

JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT

Come now the Parties in the above captioned action, jointly, and respectfully request this Court grant their Joint Motion for Approval of Class Settlement. A proposed Order has been submitted to the Court with this Motion. A Memorandum in support is filed contemporaneously herewith.

Respectfully submitted,

s/ Michael L. Weinman

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*ATTORNEY FOR PLAINTIFF AND
OTHERS SIMILARLY SITUATED*

&

s/ Steven W. Maroney

Steven W. Maroney (#15545)
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425 E. Baltimore Street
Jackson, TN 38301
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ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and exact copy of the foregoing has been mailed electronically via the Court's electronic filing system, to all counsel of record on this the 2nd day of December, 2019.

Steven W. Maroney (#15545)
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s/ Michael L. Weinman

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
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NATASHA GRAYSON, Individually and on
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Case No. 1 :19-cv-1136

Plaintiff,

v.

JURY TRIAL DEMANDED

MADISON COUNTY, TENNESSEE

Defendant.

**MEMORANDUM IN SUPPORT OF JOINT MOTION FOR APPROVAL OF
SETTLEMENT**

In support of their Joint Motion for Approval of Class Settlement, the Parties state as follows:

I. BACKGROUND

This is a Fair Labor Standards Act (“FLSA”) collective action in which Plaintiff argued that she, and similarly situated employees, were required to perform compensable work by performing work prior to and after their scheduled work shift, without being compensated for this work. Defendant maintained that it was, at all times, in compliance with the FLSA, and denied Plaintiff’s claims.

The Parties engaged in mediation on November 11, 2019, as required by this judicial district. The mediation was facilitated by a well-respected mediator, Robert

Boston, and resulted in a settlement which the Parties believe is fair and reasonable to the potential opt-in Plaintiffs. A copy of the settlement agreement (“Settlement Agreement” or “Agreement”) is attached hereto as Exhibit A. This Agreement provides a fair settlement sum to be paid to each of the named Plaintiffs and the opt-in Plaintiffs, based upon their positions held and the amount of time worked. Further, the Settlement Agreement provides an opportunity for similarly situated employees to opt-in to the settlement.

II. STANDARD OF REVIEW

“Employees are guaranteed certain rights by the FLSA, and public policy requires that these rights not be compromised by settlement.” *Crawford v. Lexington–Fayette Urban County Gov.*, 2008 WL 4724499, at *2 (E.D. Ky. Oct. 23, 2008). “The central purpose of the FLSA is to protect covered employees against labor conditions ‘detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers.’” *Id.* (quoting 29 U.S.C. § 202). The provisions of the FLSA are mandatory and, except in two narrow circumstances, are generally not subject to bargaining, waiver, or modification by contract or settlement. *Brooklyn Savings Bank v. O’Neil*, 324 U.S. 697, 706, 65 S.Ct. 895, 89 L.Ed. 1296 (1945). The first exception is settlement agreements that are supervised by the Department of Labor, and the second exception encompasses instances in which federal district courts approve settlement of suits brought in federal district courts pursuant to Section 16(b) of the FLSA. *See Lynn’s Food Stores v. U.S.*, 679 F.2d 1350, 1354 (11th Cir.1982) (district court allowed to approve back wage settlement in order to promote the policy of encouraging settlement of litigation).

As held in *Lynn's Food Stores v. United States*,

Settlements may be permissible in the context of a suit brought by employees under the FLSA for back wages because initiation of the action by the employees provides some assurance of an adversarial context. The employees are likely to be represented by an attorney who can protect their rights under the statute. Thus, when the parties submit a settlement to the court for approval, the settlement is more likely to reflect a reasonable compromise of disputed issues than a mere waiver of statutory rights brought about by an employer's overreaching.

Id. at 1354.

In reviewing a settlement of an FLSA private claim, a court should scrutinize the proposed settlement for fairness, and determine whether the settlement is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Id.* at 1355. “If a settlement in an employee FLSA suit does reflect a reasonable compromise over issues, such as FLSA coverage or computation of back wages, that are actually in dispute the district court [may] approve the settlement in order to promote the policy of encouraging settlement of litigation.” *Id.* at 1354. Finally, a court proceeding over FLSA suit “shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action.” 29 U.S.C. § 216(b).

There is a strong federal policy encouraging settlement of class actions. See *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 371–72 (S.D. Ohio 2006). The Court must, however, make sure a settlement is the product of arms-length negotiation and not the product of collusive bargaining. See *Bronson v. Board of Educ.*, 604 F.Supp. 68, 73 (S.D. Ohio 1984). So long as a settlement agreement reached through arms-length negotiation is fair, reasonable, and adequate, the Court may properly approve the agreement. *In re Broadwing* at 381–82.

III. TERMS OF THE SETTLEMENT

The Settlement Agreement is fair and should be approved under the standards set forth in *Lynn's Food Stores*, 679 F.2d at 1353. The Agreement arises from extensive arms-length negotiations between counsel for the Parties undertaken in the context of this adversarial action.

Plaintiffs' counsel will be paid out of the total settlement amount of One Million Two Hundred Fifty Thousand Dollars \$1,250,000.00. Attorney Michael L. Weinman will receive 40% of the gross amount of the settlement which comes to \$500,000.00.

The remaining settlement amount \$750,000.00 will be allocated and distributed among the opt-in Plaintiffs. The Notice and Consent Forms attached as exhibits to the Settlement Agreement will be mailed out to the last known address on file for each prospective Plaintiff. The opt-in period will close 45 days after the mailings are sent out. Thereafter, Plaintiffs' counsel will compute the amounts to be paid to each Plaintiff by calculating each Plaintiff's percentage of the settlement pool using number of days worked during the three year settlement period, established by the applicable statute of limitations. This formula is set forth more fully in paragraph 5.1 of Exhibit A, the Settlement Agreement.

The Settlement Agreement is not the product of fraud or collusion. Rather, it was negotiated at arm's length after formal negotiations during mediation had taken place. Defendant denies liability or wrongdoing associated with Plaintiff's claims and further denies that this case is appropriate for collective treatment for any purpose other than settlement. Plaintiff believes she has meritorious claims and that collective action certification is appropriate. Although the Parties do not abandon the positions they have

taken in this action, they believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that the Settlement Agreement is the best way to resolve the disputes between them.

a. The Proposed Attorney's Fee for Class Counsel is Fair and Reasonable

The proposed award of attorneys' fees and costs, agreed to by the Parties after extensive negotiations, is fair, reasonable, and should be approved. As set forth above, the Parties have agreed to an overall settlement amount of \$1,250,000 with attorneys' fees in the amount of \$500,000.

In the Sixth Circuit, the only requirement for awards of attorneys' fees to class counsel is that the award "be reasonable under the circumstances." *Rawlings v. Prudential-Bache Property*, 9 F.3d 513, 516 (6th Cir. 1993). The Sixth Circuit currently accepts two methods of determining the reasonableness of a fee request: (1) the lodestar method, under which the number of hours reasonably expended on the litigation is multiplied by a reasonable hourly rate, and (2) the percentage of the fund method, under which the court determines a percentage of the settlement to award to class counsel. *In re Telectronics Pacing Sys.*, 127 F. Supp. 2d 1029, 1041 (S.D. Ohio 2001); *see also Rawlings*, 9 F.3d at 517. "The lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved. For these reasons, it is necessary that district courts be permitted to select the more appropriate method for calculating attorney's fees in light of the unique characteristics of class actions in general, and of the unique circumstances of the actual cases before them." *Rawlings*, 9 F.3d at 516.

Because of the individualized circumstances of each case, the district court is

given significant discretion both to select which method to use and to calculate the fee award. *Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 279 (6th Cir. 2016). However, the court must articulate both “the reasons for adopting a particular methodology and the factors considered in arriving at the fee.” *Id.* at 280 (internal quotation marks omitted). “Often, but by no means invariably, the explanation will address these factors: (1) the value of the benefit rendered to the plaintiff class; (2) the value of the services on an hourly basis; (3) whether the services were undertaken on a contingent fee basis; (4) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel involved on both sides.” *Id.* (quoting *Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009)).

In this case, the proposed attorney fee for class counsel is appropriate under the common fund method. The amount allocated for attorneys’ fees is 40% of the total settlement amount. This amount is supported by the results obtained for the named plaintiff and the class members, as, it is anticipated that each will receive from the settlement proceeds, compensation for the hours alleged to have been worked without pay, at or close to the averaged overtime premium rate. Counsel undertook this representation on a contingent fee basis and, as detailed above, this global settlement involves complex claims and defenses. At the time the settlement was reached at the mediation, over 100 current and former employees had joined the class and counsel and his staff have maintained extensive contact with class members, adding each to the class and keeping them apprised of the status of the case. This settlement represents the resolution of a longstanding dispute between the class members and the defendant and

provides each of the class members with significant economic relief.

b. The Parties Joint Request

The Parties join in requesting approval of the Settlement. Prior to executing the Settlement Agreement, the named Plaintiff was advised of the terms of the agreement and agreed to proceed with the settlement. Indeed, the named Plaintiff was in attendance during the mediation with Mr. Boston and participated meaningfully in the resolution of this matter.

IV. CONCLUSION

Based on the foregoing, the Parties jointly request that the Court grant their Motion and Approve the Settlement Agreement and proposed attorney's fees.

Respectfully submitted,

s/Michael L. Weinman

Michael L. Weinman (#015074)

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*ATTORNEY FOR PLAINTIFF AND
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s/ Steven W. Maroney

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a true and exact copy of the foregoing has been mailed electronically via the Court's electronic filing system, to all counsel of record on this the 2nd day of December, 2019.

Steven W. Maroney (#15545)
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(731) 424-3315
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s/ Michael L. Weinman

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made _____, 20__, between Madison County, Tennessee (hereinafter referred to as "Defendant") and the class of Plaintiffs who will opt in to this action and who are represented by Natasha Grayson (hereinafter collectively referred to as "Plaintiffs") in the case that is currently pending against Defendant in the United States District Court for the Western District of Tennessee.

I. PURPOSE

1.1 This Settlement Agreement and Release ("Agreement") is made as a compromise and final settlement of disputed claims brought by Plaintiffs for alleged violations by Defendant of the Fair Labor Standards Act ("FLSA"). Defendant denies all alleged violations. This Agreement is not an admission of liability and is made solely to resolve the dispute and end the litigation.

II. DEFINITIONS

2.1 "Administrator" means an entity engaged by Defendant to handle disbursement of settlement funds in this matter, or Defendant, if Defendant elects to administer the settlement itself.

2.2 "Agreed Order of Dismissal with Prejudice" shall mean the Order, filed jointly by Plaintiffs' Counsel and Defendant's Counsel in the Case, seeking dismissal of the Case with prejudice. A copy of an unexecuted Agreed Order of Dismissal with Prejudice is attached as **Exhibit A**.

2.3 "Case" means the case currently pending in the United States District Court for the Western District of Tennessee, which was filed by the Plaintiffs against the Defendant.

2.4 "Class," "Class Member Plaintiffs," and "Opt-in Plaintiffs" mean those persons who filed consents in the case, or if applicable, their lawful heir(s) or authorized legal representatives.

2.5 "Closing of the Class" means the date established for the timely return and filing of the Consent to Become a Party Plaintiff forms distributed after the Court enters the Agreed Order for Designation of the Class and Appropriate Notice. This period shall be 45 days after the date of mailing the Notice and Consent Form.

2.6 "Consent Form" means the "Consent to Become a Party Plaintiff" form, which will be jointly submitted to the Court for approval. A copy of the Consent to Become a Party Plaintiff form is attached hereto as **Exhibit B**.

2.7 "Incentive Payment" means an additional payment, treated as if it were for compensatory relief received by the Representative Plaintiffs in compromise and settlement of their role as Class Representatives in this matter.

2.8 "Notice" means the agreed upon Notice to the Class, which will be jointly submitted to the Court for approval with the Agreed Order for Designation of the Class and Appropriate Notice. A copy of the Notice to the Class is attached as **Exhibit C**.

2.9 "Parties" means the Representative Plaintiff, Opt-in Plaintiffs, or if applicable, their lawful heir(s) or authorized legal representatives, and Defendant.

2.10 "Plaintiffs" means the people who opt into the case, or if applicable, their lawful heir(s) or authorized legal representatives, by filing a written consent form, including but not limited to the named plaintiffs, and regardless of any objections regarding the timeliness of the filing of any consent forms.

2.11 "Prospective Plaintiffs" or "Class" or "Class Member" means present and former non-exempt employees who worked at the Madison County Jail, the Madison County Jail Annex, or the Madison County Penal Farm in Madison County, Tennessee during the relevant time.

2.12 "Relevant Time or Relevant Time Period" means July 9, 2016 to July 9, 2019.

2.13 "Representative Plaintiff" means Natasha Grayson, or if applicable, her lawful heir(s) or authorized legal representatives.

2.14 The terms "Defendant" and "Released Parties" each means the governmental entity known as "Madison County, Tennessee" and its present or former agents, employees, officers, Board of Commission members, and elected officials.

2.15 "Wage Settlement Check" means a check representing the *pro rata* share of the compromise settlement in this matter to be received by each Plaintiff in exchange for a Release of claims, as part of settlement administration process in this matter.

III. SETTLEMENT OF DISPUTES

3.1 This case was brought as a collective action under the FLSA. Plaintiffs allege Defendant violated applicable wage and hour law by not properly paying overtime and/or compensating employees for all hours worked. The case seeks, among other relief, back wages, liquidated and other damages, attorneys' fees, and equitable relief.

3.2 Defendant denies Plaintiffs' allegations, and that it violated applicable wage and hour or any other laws, or otherwise treated Plaintiffs improperly regarding the payment of wages, overtime, or compensation for time worked.

3.3 The Parties have reached a full and final compromise and settlement of the Case and all claims that Defendant allegedly violated the provisions of the FLSA and state wage and hour laws (including common law) with respect to Plaintiffs. The Parties acknowledge and agree that this Lawsuit involves bona fide disputed issues of law and fact including, but not limited to, whether Plaintiffs were properly paid overtime and/or compensated for all hours worked. The Parties acknowledge and agree that given these disputes that this Agreement is the result of a formal mediation, negotiation and compromise by the Parties and is a fair and reasonable settlement of Plaintiffs' claims. Settlement of the Case is dependent upon and subject to the conditions for final settlement outlined herein, including those related to dismissal of the lawsuit.

IV. CONTINGENCIES

4.1 Settlement of this Case is contingent upon the Court approving the terms of settlement and entering the Agreed Order of Dismissal with Prejudice. The Parties agree to jointly submit this Agreement to the Court for in camera review, along with a joint request for approval of the settlement and dismissal of the Lawsuit. In the event the Court requires the Parties to submit legal briefing and/or attend a hearing to obtain approval as to the reasonableness or fairness of the terms of settlement, the Parties agree to cooperate with respect to apprising the Court regarding the history of the case and terms of settlement.

V. FINANCIAL TERMS OF SETTLEMENT

5.1 In accordance with the provisions of this Agreement, Defendant shall cause the Opt-in Plaintiffs, Representative Plaintiff, and Plaintiffs' Counsel, Michael L. Weinman, to receive a total sum of \$1,250,000.00 in full and complete settlement of any and all claims, fees, costs, and expenses that the Plaintiffs or their Counsel have or may have against Defendant as a result of the allegations or claims as set forth in the Case. The total sum shall be allocated and distributed as follows:

- (a) Michael L. Weinman, shall receive 40% of settlement amount, subject to approval of the court, representing his claim for statutory attorneys' fees and expenses under the Fair Labor Standards Act. Receipt of this amount will be within thirty (30) business days after the date of issuance of the Agreed Order of Dismissal dismissing this case with prejudice or otherwise approving settlement in a manner satisfactory to the parties. Michael L. Weinman will receive a separate IRS Form 1099 solely reflecting receipt of this amount.
- (b) After the amount set forth in subparagraph (a) above is subtracted from the overall total sum, the remaining balance (the "Settlement Pool") will be available for allocation and distribution among the Plaintiffs, or if applicable, their lawful heir(s) or authorized legal representatives. The gross amount allocated to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, will be determined as follows:

Number of days worked by each opt in plaintiff during the Relevant Period divided by the total aggregate number of workdays of all potential Plaintiffs within the Relevant Period will produce each individual Plaintiff's percentage share of the Settlement Pool.

For example, a hypothetical opt in plaintiff who worked 1% of the aggregate number of workdays worked by all prospective plaintiffs during the Relevant Period will receive 1% of the settlement pool.

- (c) Of the gross amount allocated to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, as set forth in paragraph 5.1 (b) above, one-half of that gross amount shall be allocated as settlement of claims for past wages.
- (d) Of the gross amount allocated to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, as set forth in paragraph 5.1 (b) above, one-half shall be allocated to settle the potential doubling penalty which could be assessed to Defendant. These payments are not for wages.
- (e) Plaintiffs shall be responsible for calculating the gross amounts before withholdings due to each Plaintiff, pursuant to the formula set forth in Paragraph 5.1(b). Defendant agrees to provide data necessary to make this calculation.
- (f) The amounts set forth in Paragraph 5.1(c) shall be distributed to Plaintiffs in the form of Wage Settlement Checks, pursuant to the settlement administration process described in Section VI of this Agreement.
- (g) The amounts set forth in Paragraph 5.1(d) shall be distributed to Plaintiffs in the form of Penalty Settlement Checks, pursuant to the settlement administration process described in Section VI of this Agreement. Each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, shall receive an IRS Form 1099 solely for this amount.
- (h) Defendant agrees to pay the Plaintiffs' share of the mediation fee submitted by the Mediator in this matter.

5.2 The amount for attorneys' fees, costs, and expenses as set forth in Paragraph 5.1(a) is in full and complete settlement of all claims for attorneys' fees, costs, and expenses to be paid by Defendant to Plaintiffs and Plaintiffs' Counsel.

VI. SETTLEMENT ADMINISTRATION

6.1 Subject to the exceptions expressly described herein, Defendant will be responsible for administering the settlement of this matter, including paying mailing Notices and Consent Forms, cutting checks, withholding appropriate taxes, and mailing checks. Defendant will keep Plaintiffs' Counsel reasonably apprised of the progress and results of the settlement administration to ensure that Plaintiff's Counsel has adequate information to monitor and provide oversight to provide advice to Plaintiffs regarding the Plaintiffs' interests under this Agreement and the settlement.

6.2 Within fifteen (15) business days of the Court's entry of the Agreed Order of Dismissal with Prejudice, Counsel for Defendant shall deliver to Counsel for Plaintiffs a Prospective Plaintiffs list indicating all Prospective Plaintiffs known by Defendant and their dates of employment and contact information currently on file with Defendant.

6.3 The Notice and accompanying Consent Form will be mailed, no later than thirty (30) business days after the Court's entry of the Agreed Order and related documents attached as Exhibits A through C. The Notices and Consent Forms will be mailed U.S. Mail, first class postage prepaid, to the last known address on file with Defendant for each Prospective Plaintiff. Defendant shall duly note and advise the Court and Plaintiffs' Counsel of the date of mailing of the Notices and Consent Forms. Such date will be used in calculating the 45 day period after the mailings to determine the date established for the Closing of the Class as provided in Paragraph 2.6 and in the Notice.

(a) If any envelopes containing the Notice and Consent Form, mailed by Defendant as provided in Paragraph 6.3, are returned for incorrect or insufficient address, Defendant will promptly take reasonable additional steps to locate such individuals through the use of the internet or such other means as deemed appropriate by Defendant in consultation with Plaintiffs' Counsel,

provided that in no event shall the costs and expenses associated with attempting to locate any such individual exceed Ten Dollars (\$10.00). If a new or valid address for an individual is located, then such individual will be mailed a second mailing of the Notice and Consent Form. To be eligible and timely any such second mailing of the Notice and Consent Form must still be postmarked or returned by the original date established for the Closing of the Class. Once the costs and expenses associated with attempting to locate an individual meets the Ten Dollar (\$10.00) limit or once a second mailing is sent to an individual Prospective Plaintiff as provided herein, there shall be no further obligation or attempts to contact any such individual.

(b) Defendant will provide a copy of each timely returned Consent form to Plaintiffs' counsel.

(c) Plaintiffs' counsel will compute the amounts to be paid to each Plaintiff pursuant to Section 5.1. Plaintiffs' counsel will provide this information to Counsel for Defendant within 15 days of the Defendant providing the necessary information to counsel for Plaintiff. Defendant will provide the information necessary to make these calculations within fifteen (15) days of the Court entering the Order Approving Settlement.

6.4 Within forty-five (45) business days of the receipt of calculation of amounts due to each Plaintiff, as set forth in Paragraph 5.1(d) herein, and subject to approval of this Agreement by the Court, Defendant will prepare and mail to each Plaintiff who is to receive payment hereunder, or if applicable, to their lawful heir(s) or authorized legal representatives, a Wage Settlement Check in an amount as calculated in Paragraph 5.1(c) above less applicable withholding, and a separate Penalty Settlement Check in an amount as calculated in Paragraph 5.1(d) above. Upon request by Defendant, Plaintiffs' Counsel will agree to a reasonable extension of the time for mailing these checks, not to exceed without further agreement an additional fifteen (15) business days. These checks will be sent to the last known address of each Plaintiff as listed on each Plaintiff's Opt-in Consent Form filed with the Court, or as otherwise provided by Plaintiffs' counsel.

6.5 In addition to the Wage Settlement Checks, Defendant will subsequently issue to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, a corresponding W-2 Form for the Wage Settlement Check amount. In addition to the Penalty Settlement Checks, Defendant will subsequently issue to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, a corresponding Form 1099 for the Penalty Settlement Check amount.

6.6 Any Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, shall, by endorsing his or her Wage Settlement Check and Penalty Settlement Check, execute a Release which acknowledges that all claims under the FLSA and any state law wage and hour claims are fully settled, and agrees to dismissal of this Case with prejudice. Such a Release must be executed as a condition to the receipt of any money by an individual Plaintiff. The Release will be affixed to the reverse side of every Wage Settlement Check and Penalty Settlement Check issued to any Plaintiff in this case or in such other manner reasonably agreeable to the parties. A copy of such Release is attached as **Exhibit D**. Along with the Wage Settlement Check and Penalty Settlement Check and affixed Release, Defendant will also distribute to each Plaintiff a Notice of Settlement of Lawsuit and Release of Claims, a copy of which is attached as **Exhibit C**. Defendant will direct any inquiries from Plaintiffs regarding the content of the settlement documents or the terms of settlement to Plaintiffs' Counsel.

6.7 All Wage Settlement Checks shall be treated as wages and subject to withholding. Defendant will be responsible for calculating the amount of withholding applicable to each Settlement Check.

6.8 All Wage Settlement Checks and Penalty Settlement Checks shall expire 90 days from issuance.

6.9 If any Wage Settlement Check and/or Penalty Settlement Checks mailed by Defendant pursuant to Paragraph 6.2 are returned because of the inability to locate the proper individual or because of an incorrect address, Defendant agrees to timely inform Plaintiffs' counsel, who will be responsible for taking reasonable additional steps to locate such individuals and for providing updated contact information. Defendant will resend each Wage Settlement Check and/or Penalty Settlement Check up to one (1) time based on updated information provided by Plaintiffs' counsel, at the request of Plaintiffs' counsel.

6.10 Based on the reasonable request of Plaintiffs' counsel, Defendant shall void and reissue a Wage Settlement Check and/or Penalty Settlement Check up to one (1) time for each Plaintiff during the course of administration of the settlement. In no event shall Defendant be required to issue more than two (2) Wage Settlement Checks and/or Penalty Settlement Checks to any Plaintiff.

6.11 The Parties, shall work together in a cooperative manner, pursuant to the terms of this Agreement, to see that the settlement funds are disbursed to Plaintiffs in the manner set forth in this Agreement. In the event that any settlement funds remain unclaimed, the Parties agree that such funds shall be split evenly between a charity designated by Plaintiffs and a charity designated by Defendant.

VII. RELEASE

7.1 In consideration for the funds allocated and/or received pursuant to this Agreement and for the other promises by Defendant herein, Representative Plaintiff, on her own behalf as well as for her collective heirs, assigns, trustees, guardians, receivers, administrators, executors, and agents, hereby releases and forever discharges Defendant from any and all legal responsibilities, claims, rights of action, causes of action, suits, liabilities, demands, and damages whatsoever she have or may purport to have against the Released Parties arising out of Plaintiffs' allegations that Defendant did not pay Plaintiffs properly for the time they worked, including but not limited to such claims under the Fair Labor Standards Act (including any claim for liquidated damages), the Tennessee Wage Regulation Act, the Tennessee law of unjust enrichment, the Tennessee law of breach of contract, and any other law, statute, regulation, or common law doctrine upon which Plaintiffs might rely to recover damages for time worked. This Release shall apply to any and all such claims arising during the Relevant Time Period.

7.2 In addition to the release of claims set forth in Paragraph 7.1 above, the Parties agree that a further release in the form set forth in **Exhibit D** will be stamped on the back of each check distributed to each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives, with such further individual release being executed upon endorsement of the check by each Plaintiff, or if applicable, their lawful heir(s) or authorized legal representatives.

7.3 Plaintiffs agree and acknowledge this Settlement Agreement does not constitute any admission of guilt, fault, responsibility, wrongdoing, discrimination, or liability on the part of Madison County, Tennessee or any of the Released Parties. Plaintiffs agree and acknowledge that Defendant denies all allegations of improper or unlawful conduct or liability based on any claims, disputes, charges, complaints, or lawsuits covered by this Agreement, including this Case.

7.4 Neither Defendant nor its officers, directors, agents, elected officials, or management employees will take any retaliatory or discriminatory action against any Plaintiff because of such Plaintiff's participation in this Case.

VIII. DISMISSAL OF THE CASE

8.1 The Parties further agree that upon the execution of this Agreement, an Agreed Order of Dismissal with Prejudice in the form attached as **Exhibit A** will be filed for entry by the Court.

IX. MISCELLANEOUS

9.1 As a condition precedent to the assertion by any party of any default or breach under this Agreement, such party shall give notice to the other reciting the nature of the claimed default or breach and the specific facts upon which the claim is based, and shall allow the other party fifteen (15) days from the receipt of such notice within which to cure such claimed default or breach. If any default shall occur and be continuing, the non-defaulting party may protect and enforce its rights under this Agreement as it deems appropriate, including proceedings for specific performance of any covenant or agreement contained herein, and the non-defaulting party may enforce the payment of any obligations due hereunder or enforce any other legal or equitable right contained herein. All rights, remedies, and powers conferred upon the parties in the Agreement shall be deemed cumulative and not exclusive of any other rights, remedies, or powers provided in this Agreement or that the parties otherwise may have at law or in equity.

9.2 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. No waiver of any term or condition of this Agreement or any part hereof on one occasion shall be deemed a waiver of any other terms or conditions of this Agreement or any later breach of the same term or condition.

9.3 Should any questions arise as to the construction or interpretation of this Agreement, this Agreement shall be construed and interpreted according to the laws of the State of Tennessee.

9.4 This Agreement represents the full, integrated agreement of the Parties and can be modified or amended only by a writing signed by Representative Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel. This Agreement is the product of mutual drafting and negotiation between Plaintiffs' Counsel and Defendant's Counsel on behalf of the Parties. Accordingly, the rule of construction against the drafter shall not apply against either Party.

9.5 In the event any proceeding is brought to enforce the terms of this Agreement, the prevailing party shall recover against the other party its reasonable attorneys' fees and expenses incurred in connection with such action.

X. CERTIFICATION

10.1 The signatories hereto certify they are authorized to execute this Agreement on behalf of themselves and their respective parties. The parties understand the facts or law may be different than they presently understand or believe, and they are not relying on any oral or other statements in signing this Agreement.

10.2 The Parties to this Agreement acknowledge it reflects their good faith compromise of the claims raised in the Case based upon their respective assessments of the mutual risks and costs of further litigation.

10.3 By signing this Agreement, the Parties certify they have read and understand the Agreement, and they have had an opportunity to consult with their respective attorneys concerning the Agreement. The Parties agree that this Agreement may be executed on behalf of all the Plaintiffs and Representative Plaintiffs by a single representative Plaintiff.

AGREED:

REPRESENTATIVE PLAINTIFF

Date: _____

ON BEHALF OF DEFENDANT

Its: _____

Date: _____

EXHIBIT “A”

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

NATASHA GRAYSON, Individually and on
behalf of all others similarly situated,

Case No. 1 :19-cv-1136

Plaintiff,

v.

JURY TRIAL DEMANDED

MADISON COUNTY, TENNESSEE

Defendant.

**AGREED ORDER APPROVING COMPROMISE AND SETTLEMENT AGREEMENT
AND DISMISSING CASE WITH PREJUDICE**

This matter recently came before the Court at the request of the parties, and for good cause shown, it enters the following Order:

The parties have entered into a settlement agreement to resolve the action, subject to the Court's approval, according to the terms and conditions set forth in their separate Settlement Agreement which was submitted for in camera review. At the request of the parties, this matter is before the Court for final approval of the Settlement Agreement and dismissal of this action, with prejudice.

The Court has reviewed the pleadings in the case, including the parties' Motion for Approval of Settlement and the Settlement Agreement and the representations and authority set out therein. It finds the parties have satisfied the standards for final approval

of a collective action settlement under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement was negotiated at arm's length following a mediation with Mr. Robert Boston, a well-respected private mediator, and Plaintiff's counsel has certified that the Settlement Agreement is in the Plaintiff's best interest. Furthermore, the Court finds that the attorneys' fees claimed by Plaintiff's counsel are fair and reasonable.

It is, therefore, ORDERED, that the parties' Settlement Agreement is approved, and this matter is dismissed, with prejudice.

CHIEF JUDGE S. THOMAS ANDERSON
U.S. DISTRICT COURT JUDGE

DATE: _____

AGREED:

s/Michael L. Weinman

Michael L. Weinman (#015074)

101 N. Highland Ave.

P. O. Box 266

Jackson, TN 38302

Telephone: 731-423-5565

Facsimile: 731-423-5372

Email: mike@weinmanthomas.com

*ATTORNEY FOR PLAINTIFF AND OTHERS
SIMILARLY SITUATED*

&

s/ Steven W. Maroney

Steven W. Maroney (#15545)

TEEL & MARONEY, PLC

425 E. Baltimore Street

Jackson, TN 38301

(731) 424-3315

steve@tennesseefirm.com

ATTORNEY FOR DEFENDANT

EXHIBIT “B”

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

NATASHA GRAYSON, Individually and on
behalf of all others similarly situated,

Case No. 1 :19-cv-1136

Plaintiff,

v.

JURY TRIAL DEMANDED

MADISON COUNTY, TENNESSEE

Defendant.

CONSENT TO BECOME A PARTY PLAINTIFF

I, _____, declare of my own knowledge as follows:
(Print your full name)

- I. I wish to receive the payments due to me from the settlement of this case by participating in this lawsuit and the corresponding settlement of this suit. I am signing this Conner to Become a Party Plaintiff and understand that I must return it within the time provided to participate as a Plaintiff in this case.
- II. I reside at: _____

(Mailing address)

My telephone number is: (____) _____ - _____

- III. I am either a current or former employee of Madison County, Tennessee.

I worked for Madison County during the period from July 9, 2016 until July 9, 2019. During this time, I worked at one of the County's detention facilities.

I wish to have my interest represented by representative Plaintiff's present counsel, Michael L. Weinman.

By electing to become a Party Plaintiff and agreeing to be represented by Plaintiff's Counsel, I understand and agree that I will become a party to the settlement of this lawsuit settling and compromising any Fair Labor Standards Act and/or wage hour claims covered by this settlement with the associated waiver and release of such claims.

I have read, understand, and agree to the foregoing and consent to become a party plaintiff.

Date: This _____ day of _____, 20__.

(Full Signature)

(Typed or printed full name)

EXHIBIT “C”

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

NATASHA GRAYSON, Individually and on
behalf of all others similarly situated,

Case No. 1 :19-cv-1136

Plaintiff,

v.

JURY TRIAL DEMANDED

MADISON COUNTY, TENNESSEE

Defendant.

NOTICE TO CLASS

TO: Present and former employees of Madison County, Tennessee, who worked at the Madison County Jail, the Madison County Jail Annex, or the Madison County Penal Farm in Madison County, Tennessee during the period July 9, 2016 and July 9, 2019.

RE: Fair Labor Standards Act Lawsuit filed against Defendant Madison County, Tennessee.

1. INTRODUCTION

The purpose of this Notice is to inform you of the existence of a collective action lawsuit in which you are similarly situated to the named Plaintiff, to advise you of how your rights may be affected by the suit, to instruct you on the procedure for participating

in this suit, and to inform you that this case has been settled and the steps you must follow to participate in this settlement.

2. COMPOSTION OF THE CLASS

The Plaintiff has sued on behalf of present and former employees of Defendant, who worked at the Madison County Jail, the Madison County Jail Annex, or the Madison County Penal Farm in Madison County, Tennessee during the period between July 9, 2016 and July 9, 2019.

3. YOUR RIGHT TO PARTICIPATE IN THE SUIT

You are receiving this notice because the County's records reflect that you worked at the Madison County Jail, the Madison County Jail Annex, or the Madison County Penal Farm in Madison County, Tennessee during the period between July 9, 2016 and July 9, 2019.

If this is correct, you may join in this lawsuit and settlement (that is, you may "opt in") by completing and mailing the attached "Consent to Become a Party Plaintiff" form to:

Settlement Fund Administrator
Deputy Mayor Tony White
100 E. Main Street, Suite 303
Jackson, TN 38301

You must mail or deliver your completed Consent Form on or before _____.

If you fail to complete and postmark or return the attached "Consent to Become a Party Plaintiff" form to the Settlement Fund Administrator on or before _____, you will not be able to participate in this lawsuit and the settlement of this lawsuit.

NOTE: A pre-addressed envelope is included for your use and convenience.

The Attorney for the present Plaintiff is:

Michael L. Weinman
101 N. Highland Ave.
P. O. Box 266
Jackson, TN 38302
Telephone: 731-423-5565
Facsimile: 731-423-5372
Email: mike@weinmanthomas.com

The Attorney for the present Plaintiff is being paid on a contingent fee basis and as a part of the settlement will receive attorneys' fees and cost for bringing this case.

The Attorney for the Defendant is:

Steven W. Maroney (#15545)
TEEL & MARONEY, PLC
425 E. Baltimore Street
Jackson, TN 38301
(731) 424-3315
steve@tennesseefirm.com

4. EFFECT OF JOINING THE SUIT

If you choose to join the suit you will be bound by the settlement which has been agreed upon by the Plaintiff and Defendant and will receive a share of the settlement proceeds, after the payment of Plaintiffs' attorneys fees, based on number of days you worked during the Relevant Period (the three year period preceding the filing of the lawsuit) divided by the total aggregate number of workdays of all potential Plaintiffs within the Relevant Period. That settlement contains a specific release of claims provisions which will bind all plaintiffs who join the suit. In addition further release language will be included with the settlement checks and will be endorsed by each plaintiff when endorsing their check(s) for payment.

To summarize, as a Plaintiff and as a condition of your receipt of any settlement

funds, you will be releasing and waiving any and all claims that were brought or that could have been brought in this lawsuit on your behalf, alleging any failure to pay or improper payment of overtime, or for any nonpayment of wages for hours worked as against Defendant, under the Fair Labor Standards Act and/or applicable state law relating to the payment of overtime pay, lost wages, back pay and nay liquidated damages.

If you choose not to join the suit, you will not be able to participate in the settlement of this case or to share in any proceeds which will arise from settlement and you will not be bound by the settlement.

5. NO RETALIATION PERMITTED

Federal law prohibits Defendant from discharging or in any other manner discriminating against you because you have exercised your right to join and participate in this settlement under the Fair Labor Standards Act.

THIS NOTICE AND ITS CONTENTS HAVE BEEN APPROVED AND AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF THE PLAINTIFF'S CLAIMS OR DEFENDANT'S DEFENSES.

EXHIBIT “D”

By endorsing this check, I hereby agree to release any claim or cause of action against Madison County, Tennessee, for failure to pay overtime wages under any state or federal law, including the Fair Labor Standards Act. This release is purposefully broad, and it is intended to capture any conceivable claim which I may have against Madison County, Tennessee for unpaid overtime compensation.