IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

MAURICE WALKER, on behalf of himself and others similarly situated,	
Plaintiff,	CIVIL ACTION
v.	NO. 4:15-CV-170-HLM
CITY OF CALHOUN, GEORGIA,	
Defendant.	

JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT

The parties jointly move the Court for approval and adoption of a class action settlement agreement resolving all injunctive claims in this case. For the reasons discussed in the attached brief in support of this motion, the parties request that the Court order: (a) preliminary approval of the Class Action Settlement Agreement attached hereto as Exhibit A; (b) approval of a process for giving notice to the class; (c) scheduling of a final fairness hearing; and (d) following the final fairness hearing, final approval of the Class Action Settlement Agreement.

CONCLUSION

The Court should (a) preliminarily approve the Class Action Settlement Agreement; (b) approve the proposed method of giving notice to the class; (c) schedule a final fairness hearing; and (d) following the fairness hearing, finally certify the settlement class, finally approve the settlement agreement, and adopt the settlement agreement by incorporation as the order of the Court.

Respectfully submitted,

/s/ Ryan Primerano

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November 18, 2019

CERTIFICATE OF COMPLIANCE

I certify that this document has been prepared in compliance with Local Rule 5.1C using 14-point Times New Roman font.

/s/ Ryan Primerano

November 18, 2019

CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing using the CM/ECF system, which will send notification of filing to all counsel of record.

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v.	)	NO. 4:15-CV-170-HLM
CITY OF CALHOUN, GEORGIA,	)	
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BRIEF IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT

The parties jointly move the Court for approval and adoption of a class action settlement agreement resolving all injunctive claims in this case. For the reasons discussed below, the parties request that the Court order: (a) preliminary approval of the Class Action Settlement Agreement attached hereto as Exhibit A; (b) approval of a process for giving notice to the class; (c) scheduling of a final fairness hearing; and (d) following the final fairness hearing, final approval of the Class Action Settlement Agreement.

BACKGROUND

A. Procedural History

On September 8, 2015, Plaintiff Maurice Walker filed this class action challenging the City of Calhoun's post-arrest bail policy. (Doc. 1 ¶¶ 1-2.) Under the policy in effect at the time of filing, people arrested by the City for alleged misdemeanors and ordinance violations waited in jail up to seven days for a court hearing, and sometimes longer, unless they could deposit cash bail equal to the ultimate fine for their charges. (Doc. 1 ¶¶ 16-23.) As a result, Maurice Walker spent six nights in jail because he could not pay $160, which was the fine amount and the bail amount that the City charged for Walker's alleged offense of being a "pedestrian under the influence." (Doc. 1 ¶¶ 10-11.)

Upon filing this action, Walker moved for a preliminary injunction against the City's bail policy. (Doc. 4; Doc. 7.) He argued that the policy violated the principle against wealth-based detention established in cases such as *Bearden v. Georgia*, 461 U.S. 660, 672-73 (1983), *Tate v. Short*, 401 U.S. 395, 398 (1971), *Pugh v. Rainwater*, 572 F.2d 1053, 1056 (5th Cir. 1978) (en banc), and *Frazier v. Jordan*, 457 F.2d 726, 728-29 (5th Cir. 1972). (*See* Doc. 7 at 6-15; Doc. 34 at 7-11 & nn.8-9.) After Walker filed his motion, the City's municipal judge modified the City's bail policy by providing for, among other things, an indigency hearing

within 48 hours of arrest. (Doc. 29 at 3-4.)

On January 28, 2016, the Court entered a 74-page order granting a preliminary injunction. (Doc. 40.) In a separate order, the Court certified a class consisting of "[a]ll arrestees unable to pay for their release who are or will be in the custody of the City of Calhoun as a result of an arrest involving a misdemeanor, traffic offense, or ordinance violation." (Doc. 41 at 43.)

The City took an interlocutory appeal, and the Eleventh Circuit vacated the injunction order because its operative text failed to meet the specificity requirements of Rule 65(d) of the Federal Rules of Civil Procedure. *Walker v. City of Calhoun*, 682 F. App'x 721, 724-25 (11th Cir. 2017).

On remand from the first appeal, the Court entered a revised preliminary injunction with more specific language (Doc. 68). The Court reaffirmed and incorporated the reasoning of its first injunction order (Doc. 68 at 11) and entered an order requiring the City to use an affidavit procedure instead of judicial proceedings to determine indigency, and to make the indigency determination within 24 hours of arrest (Doc. 68 at 22-29). The City took a second interlocutory appeal, and the Eleventh Circuit vacated the injunction on August 22, 2018. *Walker v. City of Calhoun*, 901 F.3d 1245, 1272 (11th Cir. 2018). The Eleventh Circuit held that "the district court was correct to apply the *Bearden/Rainwater*

style of analysis" to Walker's claims. *Id.* at 1265. However, it held that the City's revised policy was constitutional because it provided for an indigency hearing within 48 hours of arrest. *Id.* at 1272. With respect to the City's original bail policy, the Eleventh Circuit held that this Court "did not err in declaring the original bail policy to be unconstitutional, and it accordingly may enjoin the City's future use of that policy." *Id.* at 1271.

B. Class Settlement

On remand, the parties engaged in good-faith, arm's length negotiations in an effort to resolve the claims of Walker and the class members without the need for extensive discovery and litigation. To that end, Walker filed an unopposed motion to refer the case to a mediator (Doc. 123; Doc. 128), which the Court granted (Doc. 129). A mediation and settlement conference was set for October 21, 2019 (Doc. 130 at 1), but the parties reached a settlement of all claims in this case prior to the mediation date (*see* Doc. 131 at 1-2).

Under the attached Class Action Settlement Agreement (Ex. A), the City agrees to three substantive policies for the benefit of the class members. First, the City will not return to the bail policies or procedures that were in effect when Plaintiff Maurice Walker was arrested in September 2015.

Second, the City will provide a copy of the 2019 Standing Bail Order to the Gordon County Sheriff's Office to ensure that no arrestee under the jurisdiction of the City of Calhoun Municipal Court will be held in jail after arrest pursuant to a secured monetary bond solely because the arrestee cannot afford to pay the bond amount, except for a reasonable amount of time, not to exceed 48 hours, needed to process the arrestee and bring her or him before a neutral decision maker for a hearing on the arrestee's indigence and alternative release provisions.

Third, the City will incorporate into a resolution for reappointment of the current municipal court judge, and all future municipal judges, a provision requiring that the 2019 Standing Bail Order is followed as the policy of the Calhoun Municipal Court.

By an agreement that was negotiated separately from the Class Action Settlement Agreement, the City agrees to monetary payment to Maurice Walker to resolve his individual damages claims, and an agreed upon award of attorney's fees for Walker's counsel.

ARGUMENT

The parties request that the Court order: (a) preliminary approval of the Class Action Settlement Agreement on behalf of the certified class; (b) approval of a process for giving notice to the class; (c) scheduling of a final fairness hearing;

and (d) following the final fairness hearing, final approval of the Class Action Settlement Agreement.

I. PLAINTIFFS SATISFY THE REQUIREMENTS FOR CLASS CERTIFICATION UNDER RULE 23.

The Court previously certified a class defined as "All arrestees unable to pay for their release who are or will be in the custody of the City of Calhoun as a result of an arrest involving a misdemeanor, traffic offense, or ordinance violation." (Doc. 41 at 43.) For the reasons discussed in the Court's Order granting class certification, the certified class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and Maurice Walker and his counsel are adequate representatives of the class. (Doc. 41 at 20-42.)

II. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT AGREEMENT.

Under Rule 23(e), the claims of a class "may be settled, voluntarily dismissed, or compromised only with the court's approval." Fed. R. Civ. P. 23(e). To approve a class settlement, a court must find "that it is fair, reasonable, and adequate" in light of the adequacy of the representation of the class, the manner in which the settlement was negotiated, the adequacy of the relief provided to the class under the agreement, and the fairness of treatment of the class members relative to each other. Fed. R. Civ. P. 23(e)(2). "Determining the fairness of the

settlement is left to the sound discretion of the trial court." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

A. The Class Representative and Class Counsel Have Adequately Represented the Class and Negotiated a Proposed Settlement at Arm's Length and With Sufficient Information to Reach an Effective Settlement.

Rule 23 requires the Court to consider whether "the class representatives and class counsel have adequately represented the class," Fed. R. Civ. P. 23(e)(2)(A), and whether "the proposal was negotiated at arm's length," Fed. R. Civ. P. 23(e)(2)(B). These requirements speak to "'procedural' concerns, looking to the conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23 Advisory Comm.'s Note, 2018 amend. The focus should be "on the actual performance of counsel acting on behalf of the class," including whether class counsel "had an adequate information base" and whether negotiations "were conducted in a manner that would protect and further the class interests." *Id.*; *see Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005) ("The stage of the proceedings at which a settlement is achieved is evaluated to ensure that Plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation.").

Here, the parties' settlement agreement is the product of arm's-length,

adversarial negotiations between experienced and knowledgeable counsel who have prosecuted and defended this litigation for over four years. The agreement was approved by the class representative, Maurice Walker, based solely on what he perceived to be in the best interest of himself and the absent class members. The process by which the settlement agreement was reached was therefore fair to the class members and free of collusion between the parties. *See, e.g.*, *Poertner v. Gillette Co.*, 618 F. App'x 624, 630 (11th Cir. 2015) (affirming approval of classwide settlement agreement where "the parties settled only after engaging in extensive arms-length negotiations"). In addition, the parties negotiated relief for the class separately from attorney's fees and Walker's damages claims, thereby avoiding a conflict of interest.

Before settling the case, the parties did not engage in extensive discovery. However, Walker's counsel obtained reliable information about the challenged policy through public records requests and other sources, and the material terms of the challenged policy have never been in dispute. Therefore, Walker and his counsel were well positioned to negotiate effective relief on behalf of the class despite limited formal discovery.

B. The Relief Provided for the Class Is Fair and Adequate.

The settlement agreement provides adequate substantive relief for the class

members and treats class members equitably. *See* Fed. R. Civ. P. 23(e)(2)(C)–(D). Factors that must be considered in determining the substantive adequacy of relief include:

> (i) the costs, risks, and delay of trial and appeal;
>
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
>
> (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
>
> (iv) any agreement required to be identified under Rule 23(e)(3).

Fed. R. Civ. P. 23(e)(2)(C) (effective Dec. 1, 2018). In addition to the factors enumerated above, decisions under previous versions of Rule 23 require courts to consider "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the anticipated complexity, expense, and duration of litigation; (5) the opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved." *Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1240 (11th Cir. 2011); *see also Nelson v. Mead Johnson & Johnson Co.,* 484 F. App'x 429, 434 (11th Cir. 2012). The relevant factors are discussed below.

1. Likelihood of success at trial, and associated costs and delay

Maurice Walker claims that the City violated his and the class members' rights under the United States Constitution by following a policy of detaining indigent arrestees for up to a week, sometimes longer, solely because they could not afford to pay the amounts set by the City's bail schedule. This Court previously found that "[t]he bail policy under which [Walker] was arrested clearly is unconstitutional" (Doc. 40 at 56), and the Eleventh Circuit did not disturb that conclusion. *See Walker v. City of Calhoun*, 901 F.3d 1245, 1271 (11th Cir. 2018) ("The district court therefore did not err in declaring the original bail policy to be unconstitutional."). Walker accordingly has a significant likelihood of success at trial.

On the other hand, the City has raised procedural objections to the Court's ability to enter prospective relief (Doc. 117 at 8-18) and moved to decertify the class (Doc. 118). Although Walker and his counsel disagree with the City's arguments (*see* Doc. 121; Doc. 122), they acknowledge that the process of obtaining rulings on the City's defenses, as well as the possibility of further appeals from any ruling granting or denying injunctive relief, creates some uncertainty about the ultimate outcome of the case and risks significant delay and expense before a trial on the merits can occur.

Before a trial could occur in this case, the parties and the Court would need to continue litigating pending motions, complete discovery, address any motions for summary judgment submitted, and litigate numerous pretrial matters. The cost of further litigation would be considerable in terms of time and funds expended.

2. Range of possible recovery

"In determining whether a settlement is fair and reasonable, the court must also examine the range of possible damages that plaintiffs could recover at trial and combine this with an analysis of plaintiffs' likely success at trial to determine if the settlements fall within the range of fair recoveries." *Columbus Drywall & Insulation Inc. v. Masco Corp.,* 258 F.R.D. 545, 559 (N.D. Ga. 2007). Here, if Walker established the City's liability at trial, the City likely would be enjoined from reimplementing its original bail policy, and would be required to follow a constitutional policy. Given the Eleventh Circuit's recent holding that the City's Standing Bail Order is constitutional, *Walker v. City of Calhoun*, 901 F.3d 1245, 1272 (11th Cir. 2018), the prospective relief awarded after a trial on the merits likely would amount to an order for the City to follow its Standing Bail Order.

The parties' Class Action Settlement Agreement represents a negotiated compromise that provides similar relief to what would have been available following a trial on the merits. Under that agreement, the City will not reinstitute its original bail policy, and will take reasonable steps to adopt the 2019 Standing Bail Order as the City's policy going forward. Given the uncertainties discussed in the preceding section, the parties submit that the proposed settlement is fair and well within the range of possible recovery at trial. *See Ault v. Walt Disney World Co.*, 692 F.3d 1212, 1218 (11th Cir. 2012) ("If [defendant] prevails at trial, the class will be left with no remedy at all.").

3. Complexity, expense, and duration of litigation

As noted above, litigating this case would be expensive and time consuming. The parties anticipate that further litigation of this case would involve extensive adversarial proceedings and would require a substantial amount of time and effort by the parties as well as the Court. *Cf. Melanie K. v. Horton*, No. 1:14-CV-710-WSD, 2015 WL 1799808, at *3 (N.D. Ga. Apr. 15, 2015) (granting preliminary approval of settlement partly because "the Parties w[ould] be highly motivated to aggressively litigate this case if a settlement was not approved"). The discovery in this case would be time

and resource intensive, with depositions of numerous witnesses, extensive document production and file review, and contested motions concerning claims of privilege and similar matters. Likewise, a trial on the merits would entail presentation of a significant number of records and witnesses. Approval of the parties' agreement will avoid the time and expense of further litigation.

4. Anticipated opposition to settlement

"In determining whether to certify a settlement class, a court must also examine the degree of opposition to the settlement." *Columbus Drywall,* 258 F.R.D. at 560. Where "no notice has been provided to the class members, the Court cannot assess whether there are any objectors." *Id.* For that reason, the parties request that the Court address this issue after the notices have been sent to the members of the Class. *See id.* The parties anticipate no opposition to the Class Action Settlement Agreement.

5. Effectiveness of proposed method of distributing relief

Because the Class Action Settlement Agreement requires policy changes that will apply to the class as a whole, the "method of distributing relief to the class" will effectively benefit every member of the class.

6. Terms of attorney's fees award

Rule 23 requires a district court to assess "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). There are no "rigid limits" on attorney's fees but "the relief actually delivered to the class can be a significant factor in determining the appropriate fee award." Fed. R. Civ. P. 23 Advisory Comm.'s Note, 2018 amend.

Here, the parties have agreed to an award of $30,000 in attorneys' fees and costs for Walker's counsel in lieu of a fee petition under 42 U.S.C. § 1988. This figure represents a fraction of the compensable attorney hours and costs expended by Walker's counsel in this case and is well within the range of a reasonable fee award.

7. Agreements made in connection with the proposed settlement

Rule 23 requires the parties to file with the Court "a statement identifying any agreement made in connection with" a proposed class settlement. Fed. R. Civ. P. 23(e)(3). Here, the only agreement made in connection with the proposed settlement is the Class Action Settlement Agreement attached hereto as Exhibit A. The parties also negotiated and agreed to an individual damages award of $20,000 to resolve Maurice

Walker's individual claims for monetary damages, but the amount of damages award was negotiated separately from the terms of the Class Action Settlement Agreement and did not affect the substantive terms of that agreement.

C. The Proposed Settlement Treats Class Members Equitably Relative to Each Other.

As will be further shown at the fairness hearing, the proposed settlement "treats class members equitably relative to each other," as is required by Rule 23(e)(2)(D) of the Federal Rules of Civil Procedure. The Class Action Settlement Agreement provides for policies and practices that apply equally to all class members, and thus clearly treats class members equitably relative to each other.

III. THE PROPOSED METHOD OF NOTIFYING THE CLASS IS ADEQUATE.

The parties request that the Court approve the proposed notice to the class, attached hereto as Exhibit B, as it meets the requirements of Federal Rule of Civil Procedure 23(c)(2) and 23(e)(1). Due to the fluid nature of the class, personal notice of the agreement is not practicable. Therefore, the parties propose that notice be published for two weeks in the Rome News-Tribune and the Calhoun Times newspapers within 30 days of an order preliminarily approving the Class

Action Settlement Agreement. The parties further propose additional notice by (a) posting copies of the notice in each area of the Gordon County Jail used to book and/or hold City of Calhoun arrestees for 30 days beginning on the date of the Court's order preliminarily approving the Settlement Agreement; (b) mailing copies of the notice to all City of Calhoun arrestees incarcerated in the Gordon County Jail as of the date of the Court's order preliminarily approving the Settlement Agreement; and (c) posting an electronic copy of the notice on the website of the Southern Center for Human Rights for 30 days beginning on the date of the Court's order preliminarily approving the Settlement Agreement.

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT, SCHEDULE A FINAL FAIRNESS HEARING, AND, AFTER THE HEARING, GRANT FINAL APPROVAL TO THE PROPOSED SETTLEMENT AGREEMENT.

Lastly, the parties request that the Court enter the proposed order of preliminary approval of the class action settlement, attached hereto as Exhibit C. Among other things, the proposed order sets forth the process by which members of the settlement class may communicate any comments or objections to the Court. It also states that the Court will hold a final fairness hearing to determine whether the proposed settlement of the claims in this case is fair, reasonable, and adequate and should finally be approved by the Court.

CONCLUSION

The Court should (a) preliminarily approve the Class Action Settlement Agreement; (b) approve the proposed method of giving notice to the class; (c) schedule a final fairness hearing; and (d) following the fairness hearing, finally certify the settlement class, finally approve the settlement agreement, and adopt the settlement agreement by incorporation as the order of the Court.

Respectfully submitted,

/s/ Ryan Primerano

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Counsel for Defendant

November 18, 2019

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/s/ Ryan Primerano

November 18, 2019

CERTIFICATE OF SERVICE

I certify that I served the foregoing using the Court's CM/ECF system, which will send notification of filing to all counsel of record.

/s/ Ryan Primerano

November 18, 2019

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

MAURICE WALKER, on behalf of himself and others similarly situated,	)	
Plaintiff,	)	CIVIL ACTION
v.	)	NO. 4:15-CV-170-HLM
CITY OF CALHOUN, GEORGIA,	)	
Defendant.	)	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

READ THIS CAREFULLY:
YOUR RIGHTS ARE AFFECTED BY
THE SETTLEMENT REACHED IN THIS CLASS ACTION.

The United States District Court for the Northern District of Georgia is considering whether to approve a Class Action Settlement Agreement reached in *Walker v. City of Calhoun*, No. 4:15-CV-170-HLM, a case involving bail procedures for people arrested for offenses prosecuted in the City of Calhoun Municipal Court. The Settlement Agreement is on behalf of a class of all such arrestees who are unable to pay for their release who are or will be in the custody of the City of Calhoun as a result of an arrest involving a misdemeanor, traffic

offense, or ordinance violation. The Settlement Agreement, if approved, will affect the rights of the class members.

A copy of the Class Action Settlement Agreement is attached to this Notice. Additional copies can be obtained by contacting the Southern Center for Human Rights at the address or telephone number printed below. In short, under the Settlement Agreement, the City agrees to three substantive policies for the benefit of the class members:

1. The City will not return to the former bail policies or procedures that were in effect when named plaintiff Maurice Walker was arrested in September 2015. Under those policies or procedures, individuals arrested by the City of Calhoun for misdemeanors, traffic offenses, or ordinance violations were required to remain in custody until the next regularly scheduled session of the Municipal Court if they were not capable of otherwise posting a secured bail. In November 2015, the Judge of the Municipal Court for the City of Calhoun ("Municipal Court Judge") adopted a procedure to address the inability of an individual detainee to obtain a release on secured bail due to indigence in a judicial proceeding to occur in no more than 48 hours from the time of custodial arrest. During the pendency of this

litigation, the Municipal Court Judge suspended any form of a secured bail system provided for by state statute beginning on January 28, 2016, when the class was certified and the preliminary order for injunctive relief was entered, and instead instructed all custodial arrestees be released on their own recognizance. To compromise this matter, the Municipal Judge has now issued "the 2019 Standing Bail Order" ("2019 SBO"), which provides that arrestees unable to pay bail will be provided a court hearing within 48 hours of arrest and, if deemed indigent, be released on their own recognizance. Pending approval of the underlying damages suit by the District Court, the Municipal Judge will employ the 2019 SBO starting on Wednesday, January 15, 2020, at 12:00 PM.

2. The City will provide a copy of the 2019 Standing Bail Order to the Gordon County Sheriff's Office to ensure that no arrestee under the jurisdiction of the City of Calhoun Municipal Court will be held in jail after arrest pursuant to a secured monetary bond solely because the arrestee cannot afford to pay the bond amount, except for a reasonable amount of time, not to exceed 48 hours, needed to process the arrestee

and bring her or him before a neutral decision maker for a hearing on the arrestee's indigence and alternative release provisions.

3. The City will incorporate into a resolution for reappointment of the current municipal court judge, and all future municipal judges, a provision requiring that the 2019 Standing Bail Order is followed as the policy of the Calhoun Municipal Court.

Pursuant to Federal Rule of Civil Procedure 23(h), class counsel will file with the Court a motion for an award of attorney fees in the amount of $30,000.

This notice is provided so that you have an opportunity to read the terms of the proposed Settlement Agreement that may affect your rights as a possible member of the injunctive class. The proposed Settlement Agreement, if finally approved by the Court, will adjudicate all claims for injunctive relief concerning the bail policies and procedures challenged in this case.

If you have any objections or comments about the proposed Class Action Settlement Agreement, you should write to the Clerk of Court. Your letter must be postmarked by no later than ____________________. You should write if you have a specific objection or comment to the terms of the Settlement Agreement. You can also write if you support the Settlement Agreement.

Your objections or comments must contain the following:

(1) The case name and number: *Walker v. City of Calhoun*, 4:15-CV-170-HLM.

(2) The exact provision(s) of the Class Action Settlement Agreement to which you object or which you support.

(3) An explanation of why you object to or support the Class Action Settlement Agreement.

(4) Your full name and mailing address.

You should mail any objections or comments directly to the Court at the following address:

ATTN: Walker Settlement
United States Courthouse
600 East First Street
Rome, GA 30161-3149

After reviewing your objections or comments, the Court will conduct a hearing on ____________________, to decide whether or not to approve the Class Action Settlement Agreement. If the Judge finds that the proposed Settlement Agreement is fair, adequate, and a reasonable compromise of this case, then the Settlement Agreement will become final. If the Settlement Agreement is not approved by the Court, the Settlement Agreement will be voided, and this case will go to trial. However, if that happens, there is no assurance: (a) that any decision at

trial will be in favor of the class members; (b) that a favorable trial decision, if any, will be as favorable as the Settlement Agreement; or (c) that any such favorable trial decision would be upheld on appeal.

If you have any questions about this notice or the *Settlement Agreement*, please contact the attorneys for the class at:

ATTN: Walker Settlement
Southern Center for Human Rights
83 Poplar Street NW
Atlanta, GA 30303
(404) 688-1202