IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

LADARION HUGHES, et al. Plaintiff v. SMITH COUNTY, TEXAS Defendant	Case No. 6:23-cv-344-JDK Judge Jeremy D. Kernodle

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that on **August 4, 2025,** in the U.S. District Court for the Eastern District of Texas, 211 W. Ferguson Street, Tyler, TX 75702, Plaintiffs Ladarion Hughes, Angela Alonzo, and Demarcus Lively, individually and on behalf of all similarly situated persons, will and hereby do move this Court pursuant to Fed. R. Civ. P. 23(e) for an order that:

1. Grants preliminary approval of the proposed $1,500,000.00 non-reversionary settlement of *Hughes v. Smith County*, Case No. 6:23-cv-344-JDK (E.D. Tex.), as described in the Class Action Settlement Agreement ("Settlement Agreement") and General Release attached as Exhibit 1, as fair, reasonable, and adequate[1];

2. Conditionally certifies the Settlement Class, as defined in the Settlement Agreement, for the purpose of settlement;

[1] A proposed preliminary approval order is attached as Exhibit 2.

3. Appoints Akeeb Dami Animashaun; Camilla Hsu & Nathan Fennell (Deason Criminal Justice Reform Center); and Margaret Gould & Jon Loevy (Loevy & Loevy).as Class Counsel;

4. Appoints American Legal Claims Services, Inc. to serve as the Settlement Administrator;

5. Directs notice to be disseminated to Class Members in the form and manner proposed by the Parties as set forth in the Settlement Agreement and exhibits thereto;

6. Sets deadlines for Class Notice to be sent, exclusion and objection deadlines, and a hearing date and schedule for final approval of the Settlement and consideration of Class Counsel's fee application, as set forth in the following agreed-upon schedule:

Event	**Date**
Notice of Class Action Settlement mailed to settlement class members	30 days after preliminary approval
Response Deadline for Opt-Outs, Objections, and Disputes	45 days after Notice mailing
Motions for Final Approval and for Attorneys' Fees and Expenses and Class Representative Service Awards Filed	30 days after Response deadline
Hearing on Motions for Final Approval and Attorneys' Fees and Expenses and Class Representative Service Awards	To be determined by the Court

The settlement should be preliminarily approved, and notice of the proposed settlement should be distributed to Class Members, because "the proposed settlement discloses no reason to doubt its fairness, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, does not grant excessive compensation to attorneys, and appears to fall within the range of possible approval." *In re Pool Prods. Distribution Mkt. Antitrust Litig.*, 310 F.R.D. 300, 314 (E.D. La. 2015). Further, the proposed notice of settlement complies with due process requirements and is the "best notice that is practicable under the

circumstances," as it provides Class Members an opportunity to fully assess the settlement before deciding whether to opt out or submit objections. *See* Fed. R. Civ. P. 23(c)(2)(B).

This Motion is based upon this Notice, the Supporting Memorandum, the Settlement Agreement, all papers and pleadings on file in this action, and such oral argument as may be considered by the Court at the time of the hearing.

DATE: August 4, 2025

Respectfully Submitted,

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MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I. INTRODUCTION

Named Plaintiffs Ladarion Hughes, Angela Alonzo, and Demarcus Lively, seek preliminary approval of a proposed global class action settlement of *Hughes v. Smith County*, Case No. 6:23-cv-344-JDK (E.D. Tex.). Plaintiffs filed this class action lawsuit against Defendant Smith County (the "County") on July 11, 2023, alleging that the County violated the Fourteenth Amendment to the United States Constitution by failing to release them, and similarly situated individuals, within a reasonable period of time after they had completed their felony criminal sentences and no other holds or warrants justified their continued detention. After conducting a year of extensive written discovery and on the eve of the commencement of oral discovery, the Parties agreed that a settlement was in the best interest of the Parties and would avoid further time and expense on discovery as well as the uncertainty that comes with protracted litigation. The Parties reached a global settlement on April 5, 2025, after extensive arms-length negotiations and two formal settlement conferences with the Honorable Magistrate Judge K. Nicole Mitchell, as well as further settlement conferrals by phone conferences with Judge Mitchell.

The $1,500,000.00 aggregate settlement, which is entirely non-reversionary, is a fair and just result that will provide significant individual recoveries for Class Members. The Settlement Agreement is fair, reasonable, and adequate; the Class Representative and Class Counsel are adequate to represent the Class; the proposed notice complies with due process; and all requirements for preliminary approval have been satisfied. This Court should preliminarily approve the Settlement and order the proposed notice to be sent to Class Members.

II. BACKGROUND

A. Summary of Plaintiffs' Claims and Proceedings to Date

On July 11, 2023, Named Plaintiffs initiated this action, alleging that the County violated the Fourteenth Amendment to the United States Constitution by failing to release them—and similarly situated individuals—within a reasonable time after the completion of their felony criminal sentences, despite the absence of any other holds or warrants justifying continued detention. (*See, e.g.*, ECF No. 1 ¶ 1) Plaintiffs allege that, upon completion of a felony sentence, the County is required to: (1) prepare a "pen packet" containing the individual's basic sentencing information; and (2) transmit the pen packet to the Texas Department of Criminal Justice (TDCJ) to finalize the individual's release. (*Id.* ¶ 9) However, due to an "inadequate, disjointed, paper-based system," Smith County routinely takes several days—or even weeks—to complete and send these pen packets. As a result, individuals who have completed their sentences, or are about to do so, remain incarcerated beyond their lawful release dates. (*Id.* ¶ 10) Named Plaintiffs contend that, as a result of this policy and practice, they were overdetained for periods ranging from eight to twenty-seven days following the completion of their felony sentences. (*Id.* ¶¶ 53–84.)

The County filed its answer to the complaint on August 22, 2023, denying the majority of the allegations in Plaintiffs' complaint. (ECF 5) On October 11, 2023, the Parties submitted competing scheduling orders, with the primary difference being whether discovery should be bifurcated. (ECF 9-1, 9-2) After this Court decided that discovery would proceed in a single phase and not be bifurcated (ECF 10), the Parties submitted another proposed scheduling order which was entered by this Court on October 30, 2023. (ECF 11, 12)

Between October 30, 2023, and April 5, 2025—the date on which this case was settled—the Parties engaged in extensive written fact discovery. During this period, Plaintiffs' counsel propounded several sets of interrogatories and served the County with numerous discovery requests. In response, Defendants produced thousands of documents. Additionally, Defendants

provided voluminous datasets and spreadsheets containing information about all individuals who were held at the Jail so that Plaintiffs could determine Class membership. The Parties exchanged a significant volume of correspondences, including emails and formal letters, and participated in multiple meet-and-confer sessions to address and resolve outstanding discovery issues. Furthermore, Plaintiffs issued several subpoenas to nonparties.

After conducting a substantial amount of written discovery, and before the start of oral discovery, the Parties agreed to participate in mediation with the Honorable Magistrate Judge K. Nicole Mitchell. On October 1, 2024, the Parties attended an in-person mediation session with Judge Mitchell. Although the case was not resolved at that time, the Parties agreed to schedule a second mediation, after conducting additional analysis regarding the size and composition of the Class.

On December 6, 2024, the Parties participated in a second virtual mediation session with Judge Mitchell. While the case was again not resolved, the Parties made substantial progress. Ultimately, on April 5, 2025, the Parties reached a resolution following several informal telephonic mediation sessions with Judge Mitchell.

B. Summary of Proposed Settlement

The settlement terms, which are set forth in greater detail in the Settlement Agreement, are straightforward: in exchange for the creation of a non-reversionary settlement fund totaling $1,500,000.00, the Named Plaintiffs and Class Members agree to fully and finally release, acquit, relinquish, and discharge any and all claims they may have that relate to or arise from the factual or legal allegations set forth in the Complaint.

For the sole purpose of effectuating the Settlement Agreement, the Parties stipulate to the certification of the Settlement Class, defined as follows:

- All individuals who were detained at the Smith County Jail between July 11, 2021, and December 31, 2024, and who (1) were convicted of a felony offense; (2) completed their custodial felony sentence at the Smith County Jail; and (3) were not released within two days following the completion of their custodial felony sentence.

The $1,500,000.00 non-reversionary settlement fund will be allocated as follows:

- $1,000,000.00 will be distributed to Class Members in proportion to the number of compensable detention days credited to each Class Member.
- The remainder of the settlement fund—$500,000—will be allocated to pay attorneys' fees, costs, and expenses; class administration costs; and a service award to the Named Plaintiffs. A maximum of $50,000 will be allocated to cover settlement administration costs. Class Counsel will petition the Court for approval of a $5,000.00 service award for each Named Plaintiff, totaling $15,000.00. The balance of the $500,000.00 will be allocated to Class Counsel as reimbursement for attorneys' fees, costs, and expenses incurred in the litigation.

C. Settlement Administration and Notice

Class Counsel and the proposed Settlement Administrator, American Legal Claims Services, LLC (ALCS), will employ a two-phased notice process. During the first phase, ALCS will use the National Change of Address System and an industry-accepted skip-tracing software to find updated mailing addresses for each Class Member and will send the Notice of Class Action Settlement, and accompanying Claim Form, identical to the one attached as Exhibit 3, to each Class Member via First Class U.S. Mail. Any mailed notices that are returned to ALCS as undelivered and bearing a forwarding address, will be remailed to the forwarding address by ALCS. Any mailed notices that are returned to ALCS as "undeliverable as addressed," will be remailed to any other possible or likely address the skip-tracing software found for the relevant Class Member. ALCS will mail a reminder postcard notice to all non-responsive Class Members during the claims filing period. ALCS will maintain a call center and email address to answer questions from Class Members. The anticipated cost of the first phase is $28,000.00. During the second phase, Class Counsel will engage either an investigator/paralegal and/or further retain

ALCS to perform a deep search for each non-responsive Class Member. The deep search process will include sending additional letters, calling, texting, and in-person outreach to locate Class Members. Class Counsel anticipates that the second phase will cost up to $20,000.00.

III. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL

Where, as here, the parties resolve class action litigation through a class-wide settlement, they must obtain the Court's approval. *See* Fed. R. Civ. P. 23(e). The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigor of prolonged litigation. *ODonnell v. Harris Cnty.*, No. H-16-1414, 2019 WL 422040, at *8 (S.D. Tex. Sept. 5, 2019); *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982); *see also Kincade v. Gen. Tire & Rubber Co*., 635 F.2d 501, 507 (5th Cir. 1981) ("Particularly in class action suits, there is an overriding public interest in favor of settlement." (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977))). Settlement agreements conserve judicial time and limit expensive litigation. *See* Newberg and Rubenstein on Class Actions § 13:44 (6th ed.) ("The compromise of complex litigation is encouraged by the courts and favored by public policy.").

Review of a proposed class action settlement generally occurs in two steps. First, "[t]he judge should make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b)." Manual for Complex Litigation (Fourth) § 21.632 (2004) (hereafter "Manual"). Second, "[t]he judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing." *Id.* § 21.632. A settlement is fair, reasonable, and adequate if "the proposed settlement discloses no reason to doubt its fairness, has no obvious deficiencies, does not

improperly grant preferential treatment to class representatives or segments of the class, does not grant excessive compensation to attorneys, and appears to fall within the range of possible approval." *In re Pool Prods. Distribution Mkt. Antitrust Litig.*, 310 F.R.D. 300, 314 (E.D. La. 2015). The proposed Settlement readily satisfies these standards.

A. The Proposed Settlement Class Satisfies Rule 23

The Parties have stipulated that a class exists for purposes of effectuating this settlement. The Class, as defined above, consists of "[a]ll individuals who were detained at the Smith County Jail between July 11, 2021, and December 31, 2024, and who (1) were convicted of a felony offense; (2) completed their custodial felony sentence at the Smith County Jail; and (3) were not released within two days following the completion of their custodial felony sentence."

The Class is similar to classes that have been certified in comparable cases, challenging a municipal policy of overdetaining people after the reason for their detention ends. *See, e.g.*, *Thompson v. Jackson*, No. 1:16-CV-04217, 2018 WL 5993867, at *3 (N.D. Ga. Nov. 15, 2018) (certifying class of "[a]ll persons . . . who were detained for more than 24 hours past the time at which employees of the Fulton County Jail knew or should have known that the inmate was to be released, and whose overdetentions were caused by the jail policy not to release inmates without running GCIC checks. . . ."); *Barnes v. D.C.*, 242 F.R.D. 113, 124 (D.D.C. 2007) (certifying class of people who were "not released, or, in the future, will not be released by midnight on the date on which the person is entitled to be released by court order or the date on which the basis for his or her detention has otherwise expired"). Accordingly, the Class easily satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3).

1. The Settlement Class Satisfies Rule 23(a).

A plaintiff seeking class certification must meet four requirements under Rule 23(a):

> (1) [T]he class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Numerosity. The numerosity requirement is satisfied when a class is so numerous that joinder of all members individually is "impracticable." Fed. R. Civ. P. 23(a)(1). No specific numerical threshold is required; each case must be specifically examined. *General Tel. Co. v. E.E.O.C.,* 446 U.S. 318, 330 (1980). However, a class of 100 to 150 members, "is within the range that generally satisfied the numerosity requirement." *Mullen v. Treasure Chest Casino, LLC*, 186 F.3d 620, 624 (5th Cir. 1999). Here, the Settlement Class consists of 104 individuals, which surpasses the threshold required for numerosity.

Commonality. Commonality requires Plaintiffs to demonstrate "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The threshold for meeting this prong is not high. Commonality does not require that every question be common to every member of the class, but rather that the questions linking class members be substantially related to the resolution of the litigation and capable of generating common answers "apt to drive the resolution of the litigation" even where the individuals are not identically situated. *In re Heartland Payment Sys. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1052 (S.D. Tex. 2012) (citing *Wal-Mart Stores v. Dukes,* 564 U.S. 338, 347 (2011)). Commonality "can be satisfied by an instance of the defendant's injurious conduct, even when the resulting injurious effects—the damages—are diverse." *In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014).

Here, the commonality requirement is met because Plaintiffs can demonstrate that common issues exist. For example, the primary common question in this case is whether Defendant maintained adequate policies and practices to ensure that individuals who were convicted of felony

offenses and received custodial felony sentences were released within a reasonable time after they were entitled to release. Other central common questions include:

- Whether Defendant maintains or maintained a policy and practice of detaining people for more than the amount of time reasonably necessary to timely process their release after the legal basis for their detention ends; and
- Whether it violates the United Sates Constitution to detain individuals sentenced to custodial felony sentences for more than two days while Defendant completes the pen packet process.

Typicality. The typicality requirement is satisfied where the claims or defenses of the class representatives have the same essential characteristics as those of the class as a whole. "If the claims arise from a similar course of conduct and share the same legal theory, factual differences will not defeat typicality." *See Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th Cir. 2002).

Here, Named Plaintiffs' claims are typical of the Class. Their claims and Settlement Class Members' claims all stem from the same course of conduct, and they allege that they suffered the same injury. All Class Members, including Named Plaintiffs, allege that their injuries arose from the County's alleged failure to implement policies and practices that ensure that the pen packet process is timely completed after an individual is sentenced to a felony custodial sentence. And Plaintiffs and all Class Members allege the same injury: they were detained for 2 or more days after they were entitled to be released from custody. The fact that Named Plaintiffs and Class Members were detained for different lengths of time does not destroy typicality. *Thompson*, 2018 WL 5993867, at *8 ("Despite the varying lengths of time each Plaintiff was overdetained, they and the other class members are pursuing the same legal theory based on the same conduct. . . . The factual difference in the length of the detention cannot render Plaintiffs atypical of the class.") Typicality is therefore satisfied.

Adequacy. The final hurdle interposed by Rule 23(a) is that the representative parties will fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). To satisfy

constitutional due process concerns, absent class members must be afforded adequate representation before entry of a judgment which binds them. To satisfy the adequacy of representation requirement, plaintiffs must establish that: (1) there is no antagonism or conflict of interest between the class representatives and other members of the class; and (2) counsel and the class representatives are competent, willing, and able to protect the interests of absent class members. *Feder v. Elec. Data Sys. Corp.*, 429 F.3d 125, 130 (5th Cir. 2005).

First, no known or potential conflict exists between the Named Plaintiffs, undersigned counsel, and Settlement Class Members. Named Plaintiffs suffered the same harm as Class Members and have a shared interest in vindicating their constitutional rights. Similarly, no known or potential conflicts of interest exist between undersigned counsel and Class Members. Second, undersigned counsel are highly qualified to prosecute this action. Undersigned counsel have significant experience litigating complex civil rights matters in federal court—including overdetention cases raising identical issues—and have knowledge of both the details of the policies and practices challenged in this case as well as the relevant constitutional law. *See* Exs. 4-7. The fact that undersigned counsel has secured a favorable settlement for the Class further demonstrates their adequacy. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 619–620 (1997) (settlement terms can inform adequacy of representation).

2. The Settlement Class Satisfies Rule 23(b)(3)

Under Rule 23(b)(3), which governs damages class actions, a class should be certified when "the questions of law or fact common to class members predominate over any questions affecting only individual members" and "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Plaintiffs satisfy both requirements, known respectively as predominance and superiority.

Predominance. The predominance requirement is satisfied when "common issues constitute a significant part of the individual cases." *Jenkins v. Raymark Indus., Inc*., 782 F.2d 468, 472 (5th Cir. 1986). Here, common issues regarding both liability and damages predominate over individual ones. As noted, Plaintiffs allege that they and Class Members were injured by a common practice—the County's failure to promulgate adequate policies and practices to ensure that individuals are timely released after the completion of their felony custodial sentences. This showing satisfies the predominance requirement: "common questions predominate over individualized questions [w]here [] Plaintiff[] identif[ies] a specific policy enacted by Defendants that caused their overdetentions . . . ." *Thompson*, 2018 WL 5993867, at *11; *see also, e.g., Healey v. Louisville Metro Gov't,* No. 3:17-cv-00071-RGJ-RSE*,* 2021 WL 149859, at *25 (W.D. Ky. Jan. 15, 2021) (holding that predominance is satisfied where plaintiff alleges that "Defendants' inadequate process for timely releasing inmates caused respective subclass members to be over-detained."). Common issues therefore predominate over individual ones.

Superiority. Rule 23(b)(3) requires that the proposed "class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The Court must consider the following factors to determine whether a class action is the superior method for adjudicating the controversy:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Id. These factors support certification. First, Class Members have no interest in individually controlling the prosecution of their claims. Indeed, absent certification, individual claims might be abandoned, given the relatively small individual damages at stake for some potential class members. Second, Plaintiffs and undersigned counsel are unaware of any other litigation

concerning the specific facts or claims at issue in this action. Third, the resolution of this case in one judicial proceeding, especially now that a settlement agreement has been reached, is far preferable, for all parties involved, than having multiple proceedings in this or other courts. *Cf. Groseclose v. Dutton*, 829 F.2d 581, 584 (6th Cir. 1987) (noting that the alternative to a consolidated class action would result in an "inefficient situation, fraught with potential for inconsistency, confusion, and unnecessary expense" (citation and quotation omitted)).

Finally, the class action is manageable, and Class Members are ascertainable. The Parties have not only pointed to objective criteria by which to identify Class Members, but have in fact identified all Class Members from records in the County's possession. This class action is therefore eminently manageable. Requiring individual lawsuits would likely result in far greater manageability problems and unnecessary burdens on the judiciary, such as duplicative discovery (including numerous depositions of the same County officials and repetitive production of documents), repeated adjudication of similar controversies in this Court (with the resultant risk of inconsistent judgments), and excessive costs, which would prove uneconomic for potential plaintiffs since litigation costs would dwarf potential recovery.

B. The Settlement is Fair, Reasonable, and Adequate

"As this motion is for preliminary approval of a class action settlement, the standards are not as stringent as those applied to a motion for final approval." *In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, 310 F.R.D. at 314 (citation omitted). "If the proposed settlement [1] discloses no reason to doubt its fairness, has no obvious deficiencies, [2] does not improperly grant preferential treatment to class representatives or segments of the class, [3] does not grant excessive compensation to attorneys, and [4] appears to fall within the range of possible approval, the court should grant preliminary approval." *Id.* at 314-315.

1. There is no reason to doubt the fairness of the settlement

The settlement is entirely non-collusive. The Parties reached this resolution after more than a year of discovery, during which they completed written discovery and engaged in extensive, arm's-length negotiations. These negotiations included two formal settlement conferences before Magistrate Judge K. Nicole Mitchell, as well as several informal telephonic settlement discussions with Judge Mitchell. Accordingly, the settlement is entitled to a presumption of fairness. *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 486 (E.D. La. 2020) ("The presumption in favor of settlement is warranted [where] . . . the Settlement is the product of arms-length negotiations between sophisticated parties with the guidance of an experienced, professional mediator."); *see also* Newberg and Rubenstein on Class Actions § 13:45 (courts "historically granted a presumption of fairness to settlements that were shown to be the product of arms-length negotiation"). This factor therefore weighs heavily in favor of preliminary approval of the Settlement Agreement.

2. The settlement does not grant improper or preferential treatment to any segment of the Class

The settlement does not provide improper preferential treatment to the Named Plaintiffs or any segment of the Class. Each Class Member will receive compensation based solely on the number of days of compensable detention, ensuring equitable treatment across the Class. Although the settlement recognizes the efforts of Named Plaintiffs, that does not amount to improper preferential treatment. Service awards "are not uncommon in class action litigation . . . particularly where . . . a common fund has been created for the benefit of the entire class." *Akins v. Worley Catastrophe Response, LLC*, No. CIV.A. 12-2401, 2014 WL 1456382, at *3 (E.D. La. Apr. 14, 2014) (quoting *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 333 n.65 (3d Cir. 2011)). "The purpose of these payments is to compensate named plaintiffs for the services they provided and the risks they

incurred during the course of class action litigation, and to reward the public service of contributing to the enforcement of mandatory laws." *Id.*

A service award of $5,000.00 for each Named Plaintiff—totaling $15,000.00, or 1 percent of the Common Fund—is appropriate. Courts have found such awards to be presumptively reasonable. *See Williams v. Sake Hibachi Sushi & Bar Inc.*, 574 F. Supp. 3d 395, 415 (N.D. Tex. 2021) (citing *Jacobs v. Cal. State Auto. Ass'n Inter-Ins. Bureau*, No. C 07-00362 MHP, 2009 WL 3562871, at *5 (N.D. Cal. Oct. 27, 2009)); *see also Kemp v. Unum Life Ins. Co. of Am.*, No. CV 14-0944, 2015 WL 8526689, at *7-8 (E.D. La. Dec. 11, 2015) ("in keeping with the average compensation often awarded for [named plaintiff's] efforts within the Fifth Circuit, the Court finds a $5,000 Service Award is reasonable"). More importantly, the Class would not have achieved this significant recovery without the active participation of the Named Plaintiffs. They devoted substantial time and effort to the litigation, including providing detailed accounts of their experiences and injuries, and gathering and submitting documentation that was instrumental in shaping counsel's legal theory. Throughout the course of the case, the Named Plaintiffs remained engaged, staying informed about developments, attending an in-person settlement conference, and playing a meaningful role in the negotiation and decision-making processes of the settlement.

3. The settlement does not grant excessive compensation to attorneys

Counsel seek an award of fees in the amount of $435,000.00, which represents 29 percent of the settlement sum. This fee is reasonable under both the Lodestar method and the percentage-of-the-fund method. *See In re Catfish Antitrust Litig.*, 939 F. Supp. 493, 499 (N.D. Miss. 1996) (collecting cases and finding that "[n]umerous district courts within the Fifth Circuit have also applied a percentage fee approach" and "[t]he Fifth Circuit itself, however, has nevertheless consistently applied a 'lodestar method' to determine the proper amount of an attorneys' fee award

in common fund cases." (citation omitted)); *Union Asset Mgmt. Holding A.G. v. Dell, Inc*., 669 F.3d 632, 644 (5th Cir. 2012) ("We join the majority of circuits in allowing our district courts the flexibility to choose between the percentage and lodestar methods in common fund cases[.]").

To determine the lodestar amount, courts consider twelve factors: "(1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal service adequately; (4) the preclusion of other employment by the attorney because he accepted this case; (5) the customary fee for similar work in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases." *Union Asset Mgmt. Holding,* 669 F.3d at 642 n. 25 (quoting *Johnson v. Ga. Highway Express, Inc*., 488 F.2d 714, 717, 720 (5th Cir.1974), *overruled on other grounds, Blanchard v. Bergeron*, 489 U.S. 87 (1989).

First, Plaintiffs' counsel's lodestar amounts to $451,337.15, Ex. 4 ¶ 12, which is more than the attorneys' fees being sought. This is a strong indication that the fee request is reasonable. *See, e.g.*, *Schuchardt v. Law Office of Rory W. Clark*, 314 F.R.D. 673, 690-91 (N.D. Cal. 2016) (holding fractional lodestar multiplier to be indication of reasonableness of fee request). This figure is expected to increase as work continues through the approval and settlement administration phases. Counsel has billed over 800 hours on this matter, reflecting extensive work conducted over more than three years. *See, e.g.*, Ex. 4 ¶¶ 8-11. Counsel also has incurred $11,260.00 in costs, which include expenses related to hiring a data specialist to review and organize data, engaging a vendor to host discovery materials, and paying court filing fees. *Id.* ¶ 12. Additionally, the issues raised

by Plaintiffs' class action are both novel to this district and legally complex.[2] Zealously representing the Plaintiffs and Class Members in this matter has required substantial skill and experience in investigating and litigating complex civil rights cases in federal court, including similar overdetention cases.

The work of Counsel includes the initial investigation, which began in May 2022—over a year before the case was filed—and involved engaging with Plaintiffs and putative class members to understand their experiences and consequent damages, requesting and reviewing documents, and analyzing court and jail records and data. Counsel realized that the lawsuit required substantial time and resources, including the assistance of co-counsel outside the local jurisdiction. As such, Counsel were unable to take on certain other cases given the substantial amount of work to be done on this action. Counsel dedicated over a year to written discovery, which entailed the production and thorough analysis of thousands of documents and voluminous datasets. In addition, counsel prepared for the oral discovery phase and prepared for and completed settlement negotiations. The settlement process required substantial additional time to conduct further discovery and data analysis, identify class members, and prepare the documents necessary for preliminary approval.

Notably, the attorneys' fees being sought represent only 29 percent of the total settlement amount—significantly lower than the one-third (33 percent) fee commonly approved in similar cases. See *In re Harrah's Ent., Inc.*, No. CIV. A. 95-3925, 1998 WL 832574, at *4 (E.D. La. Nov.

[2] As noted in Counsel's Declaration, Ex. 4 ¶ 14 n.3, it is Counsel's understanding that the challenged practices persisted for years without any legal challenge, whether through a class action or individual lawsuit, and at the time of significant investment in preliminary investigation there was no promise of recovery. Counsel conducted an extensive, year-long investigation to uncover the unconstitutional policies and practices at issue. This investigation presented unique challenges, as the relevant information was not publicly available. Counsel submitted public records requests and manually reviewed months of court and jail data to determine whether the County maintained a policy or practice of routinely failing to release individuals from the Jail after they had completed their felony sentences. During this period, Plaintiffs' counsel also interviewed putative class members and community stakeholders to gain a deeper understanding of the policies and practices in question, and conducted legal research to identify potential constitutional, statutory, and common law claims, as well as possible defenses.

25, 1998) ("It is not unusual, however, for district courts in the Fifth Circuit to award percentages of approximately one third.").

4. The settlement falls within the range of possible recovery

In evaluating whether a settlement agreement falls within the range of possible recovery, the Court must "establish the range of possible damages that could be recovered at trial, and, then, by evaluating the likelihood of prevailing at trial and other relevant factors, determine whether the settlement is pegged at a point in the range that is fair to the plaintiff settlors." *Neff v. VIA Metro. Transit Auth.*, 179 F.R.D. 185, 210 (W.D. Tex. 1998) (citation omitted). Settlement Class Members' individual recoveries compare favorably with recoveries in similar cases. The settlement therefore falls within the range of possible approval.

As an initial matter, "[l]itigation is inherently risky and full of impediments, even where . . . the plaintiffs ha[ve] a strong chance of proving liability." *Hays v. Eaton Grp. Att'ys, LLC*, 2019 WL 427331, at *10 (M.D. La. Feb. 4, 2019). As in *Hays*, Class Counsel here "are experienced, realistic, and understand that the resolution of liability, issues, the outcome of the trial, and the likely appeals process, are inherently uncertain in terms of outcome and duration. The proposed settlement alleviates these uncertainties." *Id*. Under the Settlement Agreement's terms, 104 Class Members will share one million dollars in recovery from the Settlement Fund. This recovery is within the range of plausible outcomes at trial, and has increased value given the particular complexities of this case and the fact that Class Members will be able to collect far sooner than if litigation continued. Additionally, Class Counsel and Named Plaintiffs strongly believe this settlement is fair and beneficial to all parties involved.

IV. THE NOTICE TO CLASS MEMBERS IS APPROPRIATE

Before finally approving a class settlement, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). Where the settlement class is certified pursuant to Rule 23(b)(3), the notice must also be the "best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). The notice provided to class members should "clearly and concisely state in plain, easily understood language" the nature of the action; the class definition; the class claims, issues, or defenses; that the class member may appear through counsel; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on class members. *Id.*

Here, the proposed Notice describes the nature and status of the litigation; sets forth the relevant class definition; states the class claims and issues; states that a Class Member may enter an appearance through an attorney if the Class Member so desires; discloses the right of Class Members to seek exclusion from the Settlement Class or to object to the proposed settlement, as well as the deadlines for doing so; and warns of the binding effect of the settlement approval proceedings on people who remain in the Settlement Class. In addition, the Class Notice describes the terms of the proposed Settlement and provides contact information for Class Counsel, as well as identifying the fee that they propose to request from the Court. The Class Notice also discloses the time and place of the Fairness Hearing and the procedures for commenting on the Settlement and/or appearing at the hearing.

The Notice will be distributed to Class Members in a manner that provides "the best notice practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B). The County will supply Class

Members' last known addresses for the notice mailing and the Settlement Administrator will use the national change of address database and an industry-accepted skip-tracing software to confirm the addresses or find the most up-to-date contact information for each Class Member. Thereafter, the Settlement Administrator shall send a Notice and Claim Form, identical to those attached as Exhibit 3, to each Class Member via First Class U.S. Mail, and, if available, via email. Any mailed notices that are returned to the Settlement Administrator as undelivered and bearing a forwarding address shall be remailed by the Settlement Administrator. Then, Class Counsel or the Settlement Administrator will engage an investigator or paralegal to call Class Members whose mailed Notice was returned as undelivered without a forwarding address and who could not be otherwise notified. The contents of the notice and its method of distribution therefore satisfy all applicable requirements.

V. CONCLUSION

After over two years, the completion of written discovery, including review of voluminous data, and an extensive negotiation and settlement process, the Parties have reached a comprehensive agreement that is fair, reasonable, and adequate, and warrants this Court's preliminary approval. As such, the Parties respectfully request that this Court grant preliminary approval of the Settlement, approve the form and proposed manner of distribution of the class notices, and schedule a hearing for final approval consistent with the time frame set forth in the Agreement.

DATE: August 4, 2025

Respectfully Submitted,

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Counsel for Plaintiffs & Proposed Class

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

LADARION HUGHES, ANGELA ALONZO, AND DEMARCUS LIVELY, individually and as representatives of a class of similarly situated individuals, Plaintiffs,	)	Case No. 6-23-cv-344-JDK
v.	)	**SETTLEMENT AGREEMENT**
SMITH COUNTY, TEXAS, Defendant.	)	

Ladarion Hughes, Angela Alonzo, and Demarcus Lively ("Named Plaintiffs"), on behalf of the Settlement Class Members (collectively, the "Plaintiffs"), and Defendant Smith County (the "County") (the Plaintiffs and the County together, the "Parties"), by and through their respective counsel, agree and stipulate as follows:

1.0 DEFINITIONS

1.1 "Action" means the above-captioned matter, Case No. 6:23-cv-344-JDK, pending in the United States District Court for the Eastern District of Texas.

1.2 "Claim Form" means the form which Class Members must submit to qualify for payment from the Settlement Fund.

1.3 "Claims Period" means the period during which a Class Member may submit a Claim Form. The Claims Period begins when the Court enters its Final Approval Order and ends at midnight, 180 calendar days later. Valid

claims submitted before the Claims Period shall be deemed timely and will be processed during the Claims Period after entry of the Final Approval Order. No payment shall be made to Class Members until the Court enters the Final Approval Order. Either Party may extend the Claims Period for a period not to exceed 270 calendar days after entry of the Final Approval Order with written notice to the other Party and to the Court providing a basis for such extension. The Parties may, by written agreement of the Parties, further extend the Claims Period.

1.4 "Class Counsel" means Akeeb Dami Animashaun; Camilla Hsu & Nathan Fennell (Deason Criminal Justice Reform Center); and Margaret Gould & Jon Loevy (Loevy & Loevy).

1.5 "Class Notice" means the written notice to the Eligible Settlement Class Members. The Class Notice shall include the general terms of the Settlement Agreement, the date by which any objections or opt-out notices must be mailed to the Settlement Administrator in this Court, and the date of the Final Approval Hearing. The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, due process, and any other applicable law. The Class Notice shall be in the manner and form approved by this Court.

1.6 "Compensable Detention days" means each day of detention after the second day following the completion of a custodial felony sentence. For example, if a member of the Settlement Class was detained for 20 days after the completion of their sentence, that member would have 18 compensable detention days (20 – 2 = 18).

1.7 "County Released Parties" means the County, its Commissioners Court, and all County agents, employees, departments, elected officials, the Texas Association of Counties Risk Management Pool, and any reinsurers.

1.8 "Custodial felony sentence" means a sentence of incarceration for a felony under Texas law, whether that sentence is to the Texas Department of Criminal Justice's Institutional Division or State Jail Division, and does not include a sentence: (a) that is fully suspended subject to performance of deferred adjudication or community supervision or (b) for which the defendant was not detained or was immediately released upon sentencing.

1.9 "Eligible Settlement Class" is defined as "All persons detained at the Smith County Jail between July 11, 2021, and December 31, 2024, who were (1) convicted of a felony offense, (2) completed their custodial felony sentence at the Smith County Jail, and (3) were not released within two days of the completion of their custodial felony sentence."

1.9.1 The "Settlement Class" consists of all persons who meet the criteria in paragraph 1.9 above, excluding those who elect to opt out of, or exclude themselves from, the Settlement Class by the Opt-Out Deadline.

1.9.2 "Settlement Class Members" or "Class Members" means all persons in the Settlement Class.

1.10 "Final Approval Hearing" means the hearing at which this Court determines whether the terms of the Settlement Agreement are fair, reasonable, and adequate, and whether to approve them.

1.11 "Final Approval Order" means the order of this Court entering final approval of the Settlement Agreement as fair, reasonable, and adequate.

1.12 "Jail" means the Smith County Jail and all facilities used by the Smith County Sheriff's Office to detain people.

1.13 "Named Plaintiffs" means Ladarion Hughes, Angela Alonzo, and Demarcus Lively.

1.14 "Notice Date" means the date upon which the Settlement

Administrator mails the Class Notice to Eligible Settlement Class Members.

1.15 "Objection Date" means the deadline for any Eligible Settlement Class Member to file and serve written objections to the Settlement. The Objection Date is 60 calendar days after the Notice Date.

1.16 "Opt-Out Deadline" means the deadline for any Eligible Settlement Class Member to file and serve a written request for exclusion from the Settlement. The Opt-Out Deadline is 60 calendar days after the Notice Date.

1.17 "Plaintiffs" refers collectively to both the Named Plaintiffs and Settlement Class Members.

1.18 "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order.

1.19 "Preliminary Approval Order" means the order of this Court preliminarily approving this Settlement Agreement, approving the Class Notice, and certifying a provisional Settlement Class.

1.20 "Settlement" or "Settlement Agreement" means the agreement by the Parties to resolve the Action. The "Settlement" or "Settlement Agreement" memorializes the terms of that agreement.

1.21 "Settlement Administrator" means the qualified party selected by the Plaintiffs to administer the Settlement Agreement. The Preliminary Approval Order shall identify the Settlement Administrator to administer the Settlement Fund.

1.22 "Settlement Fund" means the qualified settlement account where the Settlement Sum shall be placed at a federally insured financial institution.

1.23 "Settlement Sum" means $1,500,000.00. The Settlement Sum includes all payments to Settlement Class Members, the costs of settlement notice and administration, attorneys' fees and costs, and Named Plaintiffs'

incentive awards.

2.0 RECITALS

WHEREAS, Named Plaintiffs, on behalf of themselves and others similarly situated, filed the above-captioned class action lawsuit against the County on July 11, 2023, alleging that the County violated the Fourteenth Amendment to the United States Constitution by failing to release them and others within a reasonable time after they had completed their felony sentences;

WHEREAS, the County denies any and all wrongdoing or liability of any kind for any conduct alleged in this Action;

WHEREAS, the Parties and their counsel have conducted a thorough examination and investigation of the facts and law relating to the Action;

WHEREAS, with the assistance of the assigned federal Magistrate Judge, the Honorable K. Nicole Mitchell, the Parties have concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of protracted litigation and to resolve, finally and completely, all pending and potential claims that were asserted, or that could have been asserted, in this Action;

WHEREAS, on October 1, 2024, and December 6, 2024, the Parties attended formal settlement conferences with Magistrate Judge Mitchell and engaged in further settlement conferrals by phone conferences with Magistrate Judge Mitchell;

WHEREAS, on April 5, 2025, after extensive arms-length negotiations, the Parties reached this Settlement Agreement;

WHEREAS, Named Plaintiffs and Class Counsel believe that this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class;

NOW, THEREFORE, the Parties, in consideration of the mutual agreements contained in this Settlement Agreement, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of Plaintiffs' reliance upon the

good faith representations and submissions made to it by the County, the Parties, intending to be legally bound, agree to the terms and conditions below.

3.0 SETTLEMENT TERMS

3.1 Preliminary Certification of the Settlement Class

3.1.1 The Parties stipulate, for settlement purposes only, to the certification of the Settlement Class (while the County continues to deny liability in this matter).

3.1.2 Named Plaintiffs Ladarion Hughes, Angela Alonzo, and Demarcus Lively are the class representatives for the Settlement Class.

3.1.3 The Settlement Class excludes the following: All persons who meet the criteria of the Settlement Class, but have timely elected to opt out of or exclude themselves from the Settlement Class by the Opt-Out Deadline.

3.1.4 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement (and while continuing to deny liability), the County stipulates that this Court may enter an Order preliminarily certifying the Settlement Class, appointing Named Plaintiffs as representatives of the Settlement Class, and appointing as Class Counsel for the Settlement Class:

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3.1.5 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate that American Legal Claim Services, LLC shall be Claims Administrator.

3.1.6 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement (and while continuing to deny liability), the County stipulates that the Settlement Class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3).

3.2 **Settlement Fund and Distribution**

3.2.1 The County shall be responsible for funding the Settlement Fund in the amount of $1,500,000.00. The Settlement Fund will pay for the following: (i) the notice and administration costs actually incurred by the Settlement Administrator, as described in Paragraph 3.2.3, including 3.2.3.1; (ii) the incentive award to Named Plaintiffs, as described in Paragraph 3.2.3, including 3.2.3.2; (iii) all Attorneys' Fees and Costs, as described in Paragraph 3.2.3, including 3.2.3.3; and (iv) all valid claims of Settlement Class Members, as described in Paragraphs 3.2.4 and 3.2.5, including 3.2.5.1 and 3.2.5.2.

3.2.2 Settlement Fund. Within 14 calendar days of executing this Agreement the County shall place the Settlement Sum in an escrow account and provide notice to Class Counsel. Within 5 calendar days of the Preliminary Approval Date, Class Counsel will establish the

Settlement Fund pursuant to the Preliminary Approval Order. Within 14 calendar days of the Preliminary Approval Date, the County will deliver the Settlement Sum from the escrow account to Class Counsel for deposit into the Settlement Fund, which shall be maintained and administered by the Settlement Administrator. The County may issue Form 1099 paperwork or other reporting paperwork for this payment, and Class Counsel will provide any reporting paperwork to the County necessary for funding.

3.2.3 Settlement Administration Costs, Named Plaintiffs' Incentive Awards, and Attorneys' Fees. $500,000.00 of the Settlement Fund will be allocated to settlement administration costs, Named Plaintiff's incentive award, and attorneys' fees and litigation costs.

3.2.3.1 Notice and Settlement Costs. All costs associated with the Class Notice and administering the Settlement and the Settlement Fund, not to exceed $50,000.00, including all costs and fees incurred by the Settlement Administrator, shall be paid out of the Settlement Fund. Should the costs and fees exceed $50,0000.00, the Parties will petition the Court for approval for the excess costs and fees to be paid out of the Settlement Fund. Any third party engaged to assist with settlement administration will be paid out of the Settlement Fund, on an as-accrued basis, following the Preliminary Approval Date, provided the Settlement Administrator provides an accounting of such costs and fees to the Parties on an as-accrued basis.

3.2.3.2 Named Plaintiffs' Incentive Awards. Class Counsel will petition the Court for approval of an incentive award for Named Plaintiffs in the amount not to exceed $10,000.00 per

Named Plaintiff, or $30,000.00 in total. The County will not oppose the request for this incentive award. Named Plaintiffs may make additional claims on the Settlement Fund, consistent with the claims allowed to other Settlement Class Members and detailed in Paragraphs 3.2.5.

3.2.3.3 Attorneys' Fees, Costs, and Expenses. The remainder of the $500,000.00 will be allocated to Class Counsel as reimbursement for any and all attorneys' fees, costs, and expenses incurred on behalf of any Class Member and shall be subject to the Court's approval. The County will not oppose Class Counsel's request for attorneys' fees, costs, and expenses from the remainder of the $500,000.00. There shall be no other allocation for attorneys' fees, costs, and expenses.

3.2.3.4 Any amount of the $500,000.00 not approved by the Court for attorneys' fees, costs, Notice and Settlement Costs, and Named Plaintiffs' incentive award, will be added to the Settlement Fund.

3.2.4 Claims Process and Payment to Settlement Class Members. $1,000,000.00 of the Settlement Fund will be allocated to pay Settlement Class Members. Payments to Settlement Class Members, who submit timely and valid Claim Forms, shall be calculated as follows.

3.2.5 Payment to Settlement Class Members. Settlement Class Members shall receive payment equal to their share of the total number of Compensable Detention days. Accordingly, $1,000,000.00 (or the amount that the Court allocates to Settlement Class Members) shall first be divided by the total days of Compensable Detention for all Settlement Class Members to arrive at a daily Compensable Detention

rate. Each Settlement Class Member will be paid the product of the daily Compensable Detention rate multiplied by the Settlement Class Member's Compensable Detention days.

3.2.6 *Redistribution of Remaining Funds.* If the funds allocated to pay Settlement Class Members are not exhausted by the end of the Claims Period, the remaining funds will be designated as Residual Funds. The Settlement Administrator will distribute the Residual Funds on a *pro rata* basis to all Settlement Class Members based on their Compensable Detention days.

4.0 NOTICE PROCESS

4.1 The County shall designate a County official or agent who is responsible for providing Class Counsel and the Settlement Administrator with a complete list – to the best of the County's ability – of Eligible Settlement Class Members within 14 days of execution of this Settlement Agreement. The County designee shall use all resources available to the County to compile this list and shall provide a declaration detailing, with reasonable specificity, the steps that they took to verify the data on the list. Class Counsel shall have 7 days to review the list of Eligible Settlement Class Members, and to request any clarification from the County designee. The County shall have an additional 7 days to make any changes before Class Counsel sends the list to the Settlement Administrator.

4.2 For each Eligible Settlement Class Member, the list shall include their name, date of birth, address last known to the County, phone number last known to the County, cause number for all holds during the relevant custody session, and information sufficient to determine the number of Compensable Detention days. The list of Eligible Settlement Class Members and the accompanying data shall be used solely for purposes of this Action and shall not

be made publicly available.

4.3 Within 45 calendar days of receiving the Preliminary Approval Order, the Settlement Administrator shall provide Class Notice to each Eligible Settlement Class Member. The Class Notice shall be translated into Spanish for distribution. The County shall provide notice as required by the Class Action Fairness Act (28 U.S.C. §§ 1711-1715) to appropriate officials.

4.4 Class Members shall have 60 calendar days after the Notice Date to mail their respective objection to or opt-out of the Settlement with the Settlement Administrator, following the procedure set forth in the Class Notice.

5.0 PROCEDURE FOR IMPLEMENTATION OF SETTLEMENT AGREEMENT

5.1 Preliminary Approval

5.1.1 Plaintiffs shall file a motion for Preliminary Approval of this Settlement Agreement and request that this Court enter a Preliminary Approval Order.

5.2 Final Approval

5.2.1 Within 90 calendar days after the Court issues its Preliminary Approval Order, the Parties will jointly request that this Court hold a Final Approval Hearing. The Parties shall jointly request that, at the Final Approval Hearing, this Court approve the Settlement, issue the Final Approval Order, and enter the Final Judgment.

5.3 Cure

5.3.1 In the event that the Court fails to issue either the Preliminary or Final Approval Order or the Final Judgment, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court within 14 business

days or as otherwise ordered by the Court.

6.0 GENERAL RELEASE

6.1 **Release**

6.1.1 Upon the Effective Date, Named Plaintiffs, for themselves and on behalf of the Settlement Class Members, shall be deemed to have fully, finally, and forever waived any and all claims that Plaintiffs had, have, or may have against any of the County Released Parties arising from the over- detention alleged in this Action.

6.1.2 Plaintiffs acknowledge and agree that this Settlement Agreement shall inure to the benefit of each of the County Released Parties and shall be binding upon Plaintiffs' successors and assigns.

6.1.3 Upon the Effective Date, the County, for itself and each of its respective agents, departments, and elected officials, shall be deemed to have fully, finally, and forever waived any and all claims that the County had, has, or may have against Plaintiffs, arising from the events alleged in this Action.

6.1.4 The County acknowledges and agrees that this Settlement Agreement shall inure to the benefit of each of the Plaintiffs and shall be binding upon the County's successors and assigns.

6.2 **No Admissions; General Release of No Evidentiary Effect**

6.2.1 Plaintiffs acknowledge and agree that this Settlement Agreement is given and accepted as part of a compromise and settlement of disputed claims. Plaintiffs further acknowledge and agree that the acceptance of this Settlement Agreement by any of the County Released Parties shall not be construed or deemed to be an admission of any fact, matter, or thing, including but not limited to liability in this or any other litigation. Neither this Settlement Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an

admission of any liability or wrongdoing on the part of any of the County Released Parties.

7.0 MISCELLANEOUS PROVISIONS

7.1 This Settlement Agreement is subject to the approval of this Court as provided in Federal Rule of Civil Procedure 23(e).

7.2 The Parties (a) acknowledge that it is their intent to consummate the settlement set forth in this Settlement Agreement, and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish and effectuate the terms and conditions of the Settlement Agreement. If any portion or provision of this Settlement Agreement is found to be illegal, invalid, unenforceable, nonbinding, or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

7.3 This Settlement Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized herein and in such documents.

7.4 The Parties agree that the terms of this Settlement Agreement are contractual, and not merely recital, and constitute a fully binding and complete agreement between Plaintiffs and the County with regard to its subject matter. This Settlement Agreement supersedes any and all prior agreements of or between the Parties. This Settlement Agreement may not be amended, except by a written instrument executed by or on behalf of an authorized representative of Class Counsel for the Plaintiffs and an authorized representative of the County. Named Plaintiffs expressly authorize Class

Counsel, on behalf of the Settlement Class, to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms and also expressly authorize Class Counsel to enter into any amendments to the Settlement Agreement on behalf of the Settlement Class.

7.5 Each person executing this Settlement Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that they have the full authority to do so. Named Plaintiffs hereby acknowledge that they have been represented by Class Counsel of their choice throughout the negotiation, preparation, and execution of this Settlement Agreement. Named Plaintiffs acknowledge and agree that they have executed this Settlement Agreement voluntarily, without coercion or duress of any kind, and on the advice of their counsel.

7.6 This Settlement Agreement was drafted with substantial review and input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein. Hence, in any construction to be made of this Settlement Agreement, its provisions shall not be construed for or against either party based on which party drafted them. The Parties agree that this Settlement Agreement shall be construed by its own terms, and not by referring to, or considering, the terms of any other settlement, and not by any presumption against the drafter.

7.7 This Settlement Agreement shall be deemed to have been entered into in Smith County, Texas, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by Texas law. The Parties agree that the United States District Court for the Eastern District of Texas shall retain jurisdiction over this matter to enforce this Settlement Agreement.

7.8 This Settlement Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which taken together shall constitute a single instrument. This Settlement Agreement may be executed by an original signature, signature by facsimile, or electronic signature, all of which shall be deemed to be the same as an original signature.

7.9 The Parties hereto agree to perform such acts and to execute such documents as are necessary to carry out the provisions and purposes of this Settlement Agreement.

NOW, THEREFORE, the foregoing terms are hereby STIPULATED AND AGREED, by and between the Parties, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

Dated: Jul 15, 2025

Ladarion Hughes (Jul 15, 2025 04:53 CDT)

LADARION HUGHES

Plaintiff

Dated: Jul 14, 2025

Angela Alonzo (Jul 14, 2025 18:38 CDT)

ANGELA ALONZO

Plaintiff

Dated: Jul 10, 2025

Demarcus Lively (Jul 10, 2025 15:41 CDT)

DEMARCUS LIVELY

Plaintiff

Dated: Jul 10, 2025

Dami Animashaun (Jul 10, 2025 16:46 EDT)

AKEEB DAMI ANIMASHAUN
NATHAN FENNELL
MARGARET GOULD
JON LOEVY
CAMILLA HSU

Attorneys for Plaintiffs

Dated: 7/8/2025

Name:

For Defendant Smith County

Dated: 7/8/2025

DAVID IGLESIAS

Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

LADARION HUGHES, et al. Plaintiff v. SMITH COUNTY, TEXAS Defendant	Case No. 6:23-cv-344-JDK Judge Jeremy D. Kernodle

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND APPROVING NOTICE PLAN

The Court, having considered Plaintiffs' Motion for Preliminary Approval of Proposed Class Action Settlement ("Preliminary Approval Motion"), the exhibits thereto, and the record in this case, finds good cause to enter the following Order.

IT IS ORDERED AS FOLLOWS:

1. This Order incorporates by reference the definitions in the Class Action Settlement Agreement, attached and set forth in Exhibit 1 to the Preliminary Approval Motion.

2. The Court preliminarily approves the Settlement Agreement, subject to further consideration by the Court at the time of the Final Approval Hearing. The Court preliminarily finds that the Parties have shown that the Court will likely be able to grant final approval of the Settlement Agreement as fair, reasonable, and adequate.

3. The following attorneys are hereby appointed Class Counsel for the Settlement Class:

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Jon Loevy

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dami@animashaun.me
(929) 266-3971

4. Class Counsel are authorized to act on behalf of the Settlement Class with respect to all acts or consents required by or which may be given pursuant to the Settlement, and such other acts reasonably necessary to consummate the Settlement.

5. For purposes of the Court's preliminary approval of the Settlement only, the Court accepts the Parties' stipulated class definitions and certifies the Settlement Class, as defined: All individuals who were detained at the Smith County Jail between July 11, 2021, and December 31, 2024, and who (1) were convicted of a felony offense; (2) completed their custodial felony sentence at the Smith County Jail; and (3) were not released within two days following the completion of their custodial felony sentence.

6. In making this finding, the Court finds that Named Plaintiffs and Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm's length and was not the product of collusion; and the relief provided for the Settlement Class

is fair, adequate, reasonable, and within the range of possible approval, subject to further and final consideration at the Final Approval Hearing.

7. The Court will retain discretion to appoint a United States Magistrate Judge to handle disputes relating to the interpretation, implementation, and enforcement of the Settlement Agreement. The Court may also itself resolve any such disputes.

Notice

8. The form of Notice and notice process attached and set forth in Exhibit 3 to the Preliminary Approval Motion is approved.

9. The Court finds that the Class Notice and notice process reflect the best practicable notice under the circumstances—including individual notice to all Class Members who can be identified through reasonable diligence—and comply with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process. The Class Notice clearly and concisely states in plain, easily understood language: the nature of the action; the definition of the Settlement Class; the Settlement Class claims and issues; that a Class Member may enter an appearance through an attorney if the Class Member so desires; that the Court will exclude from the Settlement Class any Class Member who requests exclusion; the time and manner for requesting exclusion at the Final Approval Hearing; and the binding effect of a Final Judgment on Class Members under Federal Rule of Civil Procedure 23(c)(3).

10. Class Counsel shall use reasonable means, including but not limited to, regular U.S. mail, email, telephone calls, and in-person outreach at residential and other addresses related to Class Members, to contact any Class Members.

11. The Court approves and appoints American Legal Claim Services LLC as the Settlement Administrator for this action, and to thereby perform and execute all such responsibilities as set forth in the Settlement Agreement.

12. The cost of preparing, publishing, and serving the Class Notice, as well as the other expenses related to the publication and distribution of the Class Notice to the Settlement Class shall be paid out of the Settlement Fund. Such costs shall not exceed $50,000.

Deadlines

13. No later than 30 calendar days from the date of this Preliminary Approval Order, the Settlement Administrator shall cause to be disseminated the Class Notice, substantially in the form attached as Exhibit 3 to the Preliminary Motion, in the manner set forth in Section 4 of the Settlement Agreement. At or before the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the required notice dissemination.

14. Class Members may opt out of the Settlement by submitting a written request within 45 calendar days of the Notice Date. Opt-out requests shall follow the procedure set forth in the Class Notice. Any Class Member who does not properly and timely opt out from the Settlement shall be included in the Class and, if the Settlement is approved and becomes effective, shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to, the Release of Claims described therein, whether or not such person shall have objected to the Settlement and whether or not such person participates in the Settlement Fund or the other benefits to the Class to be provided under the Settlement Agreement.

15. Class Members may object to the Settlement Agreement by submitting a written objection to this Court within 45 calendar days of the Notice Date. Objections will be filed in the

public record. If a Class Member wishes to appear at the Final Approval Hearing to object to the settlement, he or she should indicate such intent in the written objection.

16. Class Members submitting a Claim Form must postmark or deliver the Claim Form following the procedure set forth in the Class Notice no later than midnight 270 calendar days after the Final Approval Order. This date may be extended by either Party for a period not to exceed 365 calendar days after entry of the Final Approval Order. This date may be further extended by written agreement of the Parties.

Final Approval Hearing

17. A Final Approval Hearing shall be held on_____ , at _____ a.m./p.m., to consider:

a. The fairness, reasonableness, and adequacy of the Settlement Agreement;

b. Whether a Final Approval Order shall be entered; and

c. Any other matters that properly may be brought before the Court in connection with the Settlement.

18. The date and time of the Final Approval Hearing shall be set forth in the Class Notice, but shall be subject to continuance by the Court without further notice to the Class Members other than that which may be posted at the Court.

IT IS SO ORDERED

NOTICE OF CLASS ACTION SETTLEMENT

YOU ARE ENTITLED TO PAYMENT AS PART OF A SETTLEMENT

YOU ARE ENTITLED TO PAYMENT BECAUSE YOU WERE NOT TIMELY RELEASED AFTER YOU COMPLETED YOUR CUSTODIAL FELONY SENTENCE AT THE SMITH COUNTY JAIL BETWEEN JULY 11, 2021 AND DECEMBER 31, 2024

THE CLASS ACTION SETTLEMENT IN *HUGHES V. SMITH COUNTY*, NO. 6:23-CV-344-JDK (E.D. TEX.) ENTITLES YOU TO AT LEAST $____ PER DAY OF COMPENSIBLE DETENTION

PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this Notice. This Notice is not a solicitation. This Notice is not a lawsuit, and you are not being sued, but this Notice describes a lawsuit that is being considered for settlement. However, your legal rights are affected whether you act or do not act.

- A settlement has been proposed in a class action lawsuit that challenged Smith County's detention of people at the Smith County Jail for more than two days after the completion of their custodial felony sentence.
- The County's records indicate that between **July 11, 2021, and December 31, 2024,** you were detained at the Smith County Jail for more than two days after the completion of your custodial felony sentence.
- The proposed settlement will provide you with monetary compensation. The settlement terms are described in detail below.
- **The Court has already granted preliminary approval of the class settlement. This Notice provides you with options and instructions as to how you may respond to the Notice.**

Your Legal Rights and Options in this Settlement	
Submit a Claim Form by [DATE]	The only way to receive compensation from this settlement is to submit a simple claim form (you can do this online or by mail). A check will be mailed to you after you submit the claim form.
Object by [DATE]	Write to the Court to explain why you don't like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.
Opt Out by [DATE]	Write to the Court to ask that you not be included in the settlement.
Do Nothing	You receive no payment. You waive your right to object to or opt out of the settlement.
YOUR ESTIMATED PAYMENT UNDER THIS SETTLEMENT: You will receive a minimum of $___ for each day of Compensable Detention. To receive your payment, you must submit the claim form below by **[DATE]**.	

BACKGROUND INFORMATION

1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to let you know that the Court has granted preliminary approval of the settlement of a class action lawsuit pending in the United States District Court for the Eastern District of Texas, Case No. 6:23-cv-344-JDK, entitled *Hughes v. Smith County*, and that you are entitled to payment as part of the settlement.

This Notice is also meant to inform you that you can object to or opt out of the settlement.

A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on **[DATE]** to determine whether the settlement should receive final approval.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that, between July 11, 2021, and December 31, 2024, Smith County detained individuals at the Smith County Jail for an unreasonable amount of time after the competition of their custodial felony sentence. The lawsuit alleges

that the Smith County violated the Fourteenth Amendment to the United States Constitution.

3. WHAT IS THE SMITH COUNTY'S POSITION ON THE CLAIMS?
Smith County denies liability and all the allegations in the case.

4. WHY DO THE PLAINTIFFS SEEK SETTLEMENT APPROVAL?
Plaintiffs and their attorneys seek approval of the settlement because they believe the proposed class settlement with Smith County is fair, reasonable, adequate, and in the best interests of the members of the Class. Further, they believe that the settlement will provide substantial compensation to each Class Member.

5. WHY DID I GET THIS NOTICE?
You received this Notice because between July 11, 2021 and December 31, 2024, you were not released within a reasonable time after the competition of your custodial felony sentence.

6. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Counsel for Plaintiff and Class Members

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Counsel for Defendant Smith County

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7. WHAT IS THE PROPOSED SETTLEMENT?

The following is a summary of the proposed settlement. The complete terms of the proposed settlement are stated in the Class Action Settlement Agreement between Plaintiffs and Smith County, which is on file at the United States District Court for the Eastern District of Texas, located at 211 W. Ferguson Street, Tyler, TX 75702, and available at [WEBSITE].

Under the Settlement Agreement, Smith County has agreed to pay an aggregate amount of $1,500,000.00 as the "Settlement Fund" to settle all of the claims asserted in this lawsuit. The Settlement Fund will be used for payment of the following: (a) individual settlement payments to Class Members with valid claims; (b) notice and administration costs incurred by the Settlement Administrator; (c) incentive award to the Named Plaintiffs; and (d) attorney's fees, costs, and expenses.

Individual Settlement Payments
$1,000,000.00 of the Settlement Fund will be allocated to pay Class Members. (You are a Class Member!)

Class Members who submit timely and valid claims will receive a minimum of $___ per day of Compensable Detention.

Class Counsel Attorney's Fees and Costs, Class Representative Incentive Payment, and Administration Costs

Subject to Court approval, $500,000.00 of the Settlement Fund will be allocated to settlement administration costs, Plaintiff's incentive award, and attorney's fees, litigation costs, and expenses.

- $50,000.00 will be allocated to pay the cost of administering the settlement to the Settlement Administrator.

- $15,000.00 will be allocated to pay Plaintiffs Ladarion Hughes, Angela Alonzo, and Demarcus Lively, as Class Representatives, for their service to the Class in the amount of $5,000 each.
- The remainder of the $500,000.00 sum will be allocated to pay Class Counsel's attorney's fees, costs, and expenses.

The motion for final approval of the settlement, which will include Class Counsel's application for an award of attorney's fees, costs, and expenses will be filed with the Court by [DATE], and may be viewed in the court file or online at [WEBSITE].

8. WHAT ARE MY OPTIONS/RIGHTS?

A. Submit a claim form by [DATE], and receive a settlement check (Claim Form is attached to this Notice and available on the settlement website: [WEBSITE])

In order to receive money from this settlement, you must **submit a claim form by [DATE].**

You can submit the claim form online or by sending the completed claim form to the Settlement Administrator using the prepaid envelope included in this Notice package.

B. Object to the settlement

You may ask the Court to deny approval of the settlement in whole or in part by filing an objection to the proposed settlement or any part of it. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement the parties have agreed to. If the Court denies approval, no settlement payments will be distributed, and the lawsuit will continue.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying for that attorney.

All written objections and supporting papers must be **filed or postmarked on or before [DATE].** They must be submitted to the Court either by mailing them to the Clerk, United States District Court for the Eastern District of Texas, 211 W. Ferguson Street, Tyler, TX 75702, or by filing them in person at any location of the United States District Court for the Eastern District of Texas.

Any objection **must** state all of the reasons for your objection. In addition, any objection **must** include the following: (a) case name and number of this lawsuit (*Hughes v. Smith County*, No. 6:23-cv-344-JDK); (b) your first and last name, address, phone number, and last four digits of your social security number for verification purposes; and (c) your signature, or your attorney's signature if you have one. While the Court may, in its discretion, permit objections to be filed up until the date of the Final Approval Hearing, you will only be assured that your objection will be considered if you submit it to the Court by **[DATE].**

The attorneys for the Class and for Smith County will be allowed to file with the Court a written response to any submitted objections.

C. Opt-out or exclude yourself from the settlement

If you do not wish to participate in the settlement and wish to retain your right to bring your own claims within the scope of the lawsuit as an individual, you must send a request for exclusion to the Settlement Administrator, set forth below. The request for exclusion must be mailed to the Settlement Administrator and **post-marked on or before [DATE].**

The request for exclusion from the settlement **must** include the following: (a) case name and number of this lawsuit (*Hughes v. Smith County*, No. 6:23-cv-344-JDK); (b) your first and last name, address, phone number, and last four digits of your social security number for verification purposes; (c) your signature, or your attorney's signature if you have one; and (d) a statement that you wish to exclude yourself from the settlement of the case or words to that effect.

No form is provided for an exclusion request. Any Class Member who requests an exclusion will not be entitled to any portion of the settlement and will not be providing a release of claims to Smith County. If you exclude yourself from the settlement, you will not have any right to object, appeal, or comment on the settlement. Class Members who fail to submit a valid and timely exclusion request shall be bound by all terms of the Settlement Agreement and any judgment entered in the lawsuit if the settlement is approved by the Court.

D. Do Nothing

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

9. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the incentive award to the Plaintiff, and Class Counsel's request for attorney's fees, costs, and expenses, and other issues will be held on **[DATE]** in the United States District Court for the Eastern District of Texas, 211 W. Ferguson Street, Tyler, TX 75702

You may attend the Final Approval Hearing and be heard even if you do not submit an objection to the settlement. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you check the settlement website to confirm the date, time, and location.

10. GETTING MORE INFORMATION

Visit the website, **[WEBSITE]**, where you will find the Settlement Agreement, the claim form, and all other relevant documents about this case.

You may also view the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of Texas, located at 211 W. Ferguson Street, Tyler, TX 75702, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

You may also contact the Settlement Administrator by email at [**EMAIL**] or phone at [**PHONE**]. Include the case name (*Hughes v. Smith County*) in the subject line of your email.

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

CLASS ACTION CLAIM FORM
Hughes v. Smith County, No. 6:23-cv-344-JDK
U.S. District Court for Eastern District of Texas

COMPLETE THE FOLLOWING IF YOU WISH TO PARTICIPATE IN THE SETTLEMEMT

DEADLINE: _____

To be considered for participation in the settlement, you must complete this form and mail it by U.S. first class mail, postmarked no later than the above deadline, to:

[SETTLEMENT ADMINISTRATOR]

OR

Complete and submit the claim form **ONLINE** AT: **[WEBSITE]**

IF YOU DO NOT SUBMIT A COMPLETED CLAIM FORM BY THE ABOVE DEADLINE, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY MONEY FROM THIS SETTLEMENT.

Complete Name: _____
Date of Birth: _____

Address:
_____
_____

Telephone: _____ **Email (if any):** _____

I wish to participate in the settlement as a class member and I am waiving my right to object to or exclude myself from the settlement.

I declare under penalty of perjury under the laws of the Unites States of America that the statements and information I provided above are true and correct.

Executed in (city and state) _____

on (date) _____.

Signature:
_____

If you would like your settlement check mailed to an address different than above, provide it here:

_____

_____

DECLARATION OF A. DAMI ANIMASHAUN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1. I am admitted to practice before the courts of the State of California and the State of New York, as well as several federal courts, including this Court. I am one of several attorneys representing the Plaintiff in this action. I make this statement based on personal knowledge, and if called as a witness could and would testify competently thereto.

2. I am a 2016 graduate of Harvard Law School. Before starting my own firm in 2020, I worked as an attorney at Civil Rights Corps and the American Civil Liberties Union. At both organizations, I litigated civil rights class-action lawsuits challenging unconstitutional policies and practices in municipal criminal legal systems, including unconstitutional pretrial detention policies and practices, which are at issue in this case.

3. I have served, or am serving, as lead or class counsel in the following related civil rights class action lawsuits challenging municipal policies and practices that have led to widespread overdetentions: *Tucker v. King Cnty.*, 2:24-cv-00002-RAJ (W.D. Wash 2024) (challenging pattern and practice of failing to timely release detainees after legally mandated time to conduct probable cause hearings has expired and resulting in class-wide settlement that is pending approval); *Dunn v. Cuyahoga Cnty.*, 1:23-cv-00364-BMB (N.D. Ohio 2023) (challenging jail's systemic failure to timely release pre-trial detainees); *Camarlinghi v. Santa Clara Cnty.*, No. 5:21-CV-03020-EJD, 2022 WL 17740464 (N.D. Cal. Dec. 16, 2022) (challenging pattern and practice of overdetentions at the Santa Clara County Jail and resulting in a $2.375 million settlement; appointed class counsel). I am also counsel in *Chaplin v. Rowe*, 1:23-cv-00423-WO-JLW (M.D.N.C. 2024), a putative class action challenging North Carolina's implementation of an electronic court management system that caused widespread false arrests and overdetentions.

4. I have also originated and served as lead counsel on the following civil rights class-action lawsuits challenging systemic deficiencies in municipal criminal system policies: *Russell v. Wayne Cnty.*, 2:20-cv-11094 (E.D. Mich. 2020) and companion case, *Wayne Cnty. Jail Inmates v. Lucas*, No. 71-173217-CZ (challenging conditions of confinement during the COVID-19 pandemic); *Briggs v. Montgomery*, 2:18-cv-02684 (D. Ariz. 2018) (challenging Maricopa County's "pay-to-play" pretrial diversion program and resulting in a $2.6 million settlement); *Parga v. Board of County Commissioners of the Cnty. of Tulsa*, 4:18-cv-0298 (N.D. Okla. 2019) (challenging Tulsa County's use of pre-set money bail schedules to detain people arrested for misdemeanors and felonies); *Daves v. Dallas Cnty.*, 3:18-cv-00154 (N.D. Tex. 2018) (same).

5. My work has been widely covered in the press. For example:

> Bret Jaspers, *Former East Texas Inmates Accuse Smith County of Keeping them Longer than their Sentences* (KERA News (PBS and NPR for North Texas), July 18, 2023), https://www.keranews.org/news/2023-07-18/former-east-texas-inmates-accuse-smith-county-of-keeping-them-longer-than-their-sentences.
>
> Adam Ferrise, *Cuyahoga County Faces Class-Action Lawsuit for Keeping Some 300 People in Jail After they were Ordered to be Released* (Cleveland.com, Feb. 24, 2023), https://www.cleveland.com/cuyahoga-county/2023/02/cuyahoga-county-faces-class-action-lawsuit-for-keeping-some-300-people-in-jail-after-they-were-ordered-to-be-released.html.
>
> David McAfee, *Santa Clara County Sees $2.4 Million Settlement Finally Approved* (Bloomberg Law, Dec. 19, 2022), https://news.bloomberglaw.com/litigation/santa-clara-county-sees-2-4-million-settlement-finally-approved.
>
> Shaila Dewan, *Caught with Pot? Get-Out-of-Jail Program Comes With $950 Catch* (New York Times, Aug. 24, 2018), https://www.nytimes.com/2018/08/24/us/marijuana-diversion-program-maricopa-arizona.html.
>
> Corey Jones, *Tulsa County Operates Unconstitutional, Wealth-Based Detention Scheme, Federal Lawsuit Claims* (Tulsa World, June 6, 2018), https://tulsaworld.com/news/local/tulsa-county-operates-unconstitutional-wealth-based-detention-scheme-federal-lawsuit-claims/article_97c15538-1553-5037-83e4-6ff50cbb9483.html.

6. I have been retained by national nonprofit legal organizations and plaintiffs-side law firms to consult, advise, or otherwise participate in civil rights lawsuits concerning police

misconduct and unconstitutional policies and practices in municipal criminal legal systems. I have spoken at conferences, universities, law schools, and elsewhere about various civil rights related topics.

7. Class Members in this case would likely never have received compensation for the alleged overdetention if Plaintiffs' counsel had not invested substantial resources at the investigation stage of this case—with no promise of any recovery down the road—to gather evidence of the County's practices, identify Class Members, and locate an adequate Class Representative. It is my understanding that the challenged practices persisted for years without any legal challenge, whether through a class action or individual lawsuit.

8. Before filing this case, my co-counsel and I conducted an extensive, year-long investigation to uncover the unconstitutional policies and practices at issue. This investigation presented unique challenges, as the relevant information was not publicly available. As a result, we submitted public records requests and manually reviewed months of court and jail data to determine whether the County maintained a policy or practice of routinely failing to release individuals from the Jail after they had completed their felony sentences. During this period, Plaintiffs' counsel also interviewed putative class members and community stakeholders to gain a deeper understanding of the policies and practices in question. Additionally, we conducted legal research to identify potential constitutional, statutory, and common law claims, as well as possible defenses.

9. On July 11, 2023, Plaintiffs' counsel filed the initial complaint in this matter. Following the County's filing of its Answer on August 22, 2023, the parties commenced fact discovery. Between October 2023 and December 2024, Plaintiffs' counsel completed written discovery, which involved requesting and reviewing thousands of pages of ESI and physical

documents related to the challenged policies, as well as analyzing voluminous court and jail data regarding the timing of thousands of releases that occurred during the class period.

10. In February, the parties agreed to settle this case after two mediations with the Honorable K. Nicole Mitchell. (*See* ECF 55, 56.) Since that time, Plaintiffs' counsel have devoted substantial time to identifying Settlement Class Members. This process has included data analysis to narrow the dataset to the relevant universe of individuals from thousands of jail releases that occurred during the Class Period, as well as cross-referencing of individual court and jail documents to confirm class membership.

11. The settlement process has also involved informal data requests and conferrals with the County regarding relevant records; legal research and the drafting of settlement correspondence exchanged with the County and submitted to Judge Mitchell; participation in two settlement conferences and several informal telephonic settlement conferences; as well as drafting of the Settlement Agreement, Preliminary Approval Motion, and documents filed therewith.

12. As of August 4, 2025, the date of the filing of the Preliminary Approval Motion, Plaintiffs' counsel have devoted over 816 hours to this case, resulting in a lodestar of $451,337.15. Based on Plaintiffs' counsel's prior experience administering class-action settlements, counsel expects to devote several dozen additional hours—at minimum—to this case through the completion of settlement administration. Additionally, Plaintiffs' counsel have incurred $11,260.00 in costs during this case, including expenses related to data consultants, discovery hosting services, travel, and filing fees. Plaintiffs' Counsel's total invoice to date is thus: $462,597.15.

Attorney	Hours	Rate	Total
A. Dami Animashaun	273.86	$800.00	$219,088.00
Meg Gould	186.55	$581.00	$108,385.55

Nathan Fennell[1]	270.53	$300.00	$81,159.00
Camilla Hsu[2]	44.76	$500.00	$22,380.00
Steve Weil	17.90	$949.00	$16,987.10
Paralegals	22.25	$150.00	$3,337.50
Total			**$451,337.15**

13. The lodestar calculations do not, however, include all hours spent on this litigation. Substantial work went into preparing this case, which is not reflected in the hours described above. Counsel secured numerous hours of investigative and legal support from a national nonprofit in the development of this lawsuit prior to its filing. Counsel engaged with the Civil Rights Clinic at the University of Texas School of Law to perform extensive pre-filing investigation and research over the course of an academic semester, which was necessary to develop this case. Counsel also paid for nearly 50 hours of investigative support from a part-time investigator to develop this case before filing. None of these hours are included in the totals above.

14. The rates charged by our attorneys and legal staff are reasonable and within the range of appropriate market rates charged by attorneys with comparable experience levels for litigation of a similar nature.[3]

[1] Fennell and Hsu are using the billing rates from their previous employer, where they were employed when they began working on this litigation. These legacy rates represent a substantial discount from their current billing rates

[2] *Id.*

[3] Out-of-district counsel have used their local billing rates in calculating the lodestar. The Fifth Circuit has recognized that "out-of-district counsel may be entitled to the rates they charge in their home districts . . . [when] (1) [] hiring the out-of-town specialist was reasonable in the first instance, and (2) [] the rates sought by the out-of-town specialist are reasonable for an attorney of his or her degree of skill, experience, and reputation." *McClain v. Lufkin Indus., Inc.*, 649 F.3d 374, 382 (5th Cir. 2011) (internal quotation omitted). Here, Plaintiffs' counsel believe that the policies and practices challenged in this case persisted for years without legal challenge. The experience and expertise of out-of-district counsel were necessary to investigate and litigate this matter effectively, and thus the use of their local rates is appropriate.

15. My hourly rate of $800.00 is commensurate with the billing rates of lawyers with similar experience and expertise. Three years ago, in 2022, the Northern District of California found that my rate of $650.00 at that time was reasonable and commensurate with those charged by attorneys with similar experience. *See Camarlinghi v. Santa Clara Cnty.*, No. 5:21-CV-03020-EJD, 2022 WL 17740464, at *6 (N.D. Cal. Dec. 16, 2022). My current higher rates reflect the additional three years of experience that I have gained since then. My rate is also consistent with the billable rate that the Laffey Matrix[4] accords to people who graduated from law school in May 2016, nine years ago.

16. Because of the risks, uncertainty, and significant investigative time and resources Plaintiff's counsel invested in this case, both during the investigative stage when there was no guarantee of being able to proceed to filing a lawsuit, and after the case was filed and there was still no guarantee of compensation or recovery, Plaintiff's counsel believe that a multiplier of the loadstar is warranted. *See Blum v. Stevenson*, 465 U.S. 866, 900 (1984) ("risk of nonpayment required an upward adjustment to provide reasonable fees"). Because Plaintiffs' counsel will incur substantial additional hours throughout the settlement approval and claims administration processes, our attorneys' fees request will likely be significantly lower than our lodestar, resulting in a negative multiplier.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on August 4, 2025, at New York, NY.

/s/ A. Dami Animashaun

[4] The Laffey Matrix is a fee schedule used by many United States courts for determining the reasonable hourly rates for attorneys' fee awards under federal fee-shifting statutes. The Matrix can be found at http://www.laffeymatrix.com/see.html.

DECLARATION OF MEG GOULD IN SUPPORT OF PLAINITFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1. I am admitted to practice before the courts of the State of New York, as well as the Northern District of Illinois, the Central District of Illinois, the Northern District of Indiana, the Western District of Tennessee, the Sixth Circuit Court of Appeals, and the Ninth Circuit Court of Appeals. I am one of the attorneys representing Plaintiffs in this action. I make this statement based on personal knowledge and, if called as a witness, could and would testify competently thereto.

2. I am a 2021 graduate of Columbia Law School. While at Columbia, I received multiple academic honors, including recognition as a James Kent Scholar (for outstanding academic achievement) and Harlan Fisk Stone Scholar (for superior academic achievement), and as the recipient of the Jane Marks Murphy Prize for Exceptional Interest and Proficiency in Clinical Advocacy. I also served as Executive Articles Editor for the *Jailhouse Lawyers Manual* and Staff Editor on the *Human Rights Law Review*.

3. Following law school, I clerked for the Honorable Sheryl H. Lipman of the United States District Court for the Western District of Tennessee and the Honorable Julia S. Gibbons of the Sixth Circuit Court of Appeals. In both roles, I worked on civil rights matters analyzing constitutional and statutory legal claims, including in the class action context.

4. I joined the law firm Loevy & Loevy in 2023, following my clerkships. At Loevy, I litigate and have litigated civil rights cases involving unconstitutional policies and practices in municipal criminal legal systems, including matters involving wrongful convictions and class action matters involving overdetention. For instance, I serve as counsel on *Humphrey v. LeBlanc*, 3:20-cv-233 (M.D. La.) and *Giroir v. LeBlanc*, 3:21-cv-108 (M.D. La.)—two consolidated class

actions seeking damages and injunctive relief, respectively, for unconstitutional issues of overincarceration in Louisiana.

5. My work has involved all aspects of litigation, including drafting complaints; conducting discovery; defending and taking fact, expert, and 30(b)(6) witness depositions; working with experts; litigating motions in court; briefing summary judgment; preparing, filing, and arguing pre-trial motions; serving on trial teams across the country; and drafting and arguing appeals.

6. I joined this lawsuit after the complaint had been filed. Along with my co-counsel, between October 2023 and December 2024, I completed written discovery, which involved requesting and reviewing thousands of pages of ESI and physical documents related to the challenged policies, and analyzing voluminous court and jail data regarding the timing of thousands of releases that occurred during the class period. Plaintiff's counsel also prepared for oral discovery, engaged in an extensive, arm's-length mediation process with opposing counsel before the Honorable Magistrate Judge K. Nicole Mitchell, and devoted substantial time to identifying Settlement Class Members.

7. I am seeking an hourly rate of $581 for the work performed in this case. This rate is commensurate with the billing rates of other litigators with a similar level of experience. *See, e.g., Blackmon v. Zachary Holdings, Inc.,* No. SA-20-CV-00988-JKP, 2022 WL 2866411, at *4 (W.D. Tex. July 21, 2022) (in 2022, finding blended hourly rate of $581 reasonable in class action, including associate hourly rates of $575 and $550); *Tech Pharmacy Servs., LLC v. Alixa Rx LLC*, 298 F. Supp. 3d 892, 906 (E.D. Tex. 2017) (finding hourly rates of $631 and $450 reasonable for

associates). My rate is also consistent with the billable rate that the Laffey Matrix[1] accords to people who graduated from law school in spring of 2021, over four years ago. *See McCray-Banister v. Kijakazi*, No. SA-19-CV-00782-XR, 2023 WL 3687367, at *2 (W.D. Tex. May 26, 2023) (finding reasonable hourly rate that is "consistent with the Department of Justice's Laffey Matrix").

8. I have spent over 180 hours working on this lawsuit, which includes conducting extensive legal and factual research, requesting, reviewing, and conducting discovery conferences regarding the thousands of documents that have been produced in discovery, preparing for oral discovery, and engaging in extensive mediation.

9. Plaintiffs' Counsel has also made a substantial monetary investment in this case, including travel expenses to interview clients and attend mediation.

Other Loevy Counsel

10. Jon Loevy, also seeking to be named Class Counsel from the law firm Loevy & Loevy, founded the firm—now one of the largest firms devoted to civil rights in the country. Loevy & Loevy fights on behalf of its clients in the vital and complex areas of civil rights and whistleblower protection, among others, including class actions. During the three decades since the firm's founding, the firm has built a reputation for its excellent work product and trial results, providing clients who might otherwise go unrepresented with the same quality legal work as the wealthiest corporations could buy from the nation's largest firms.

11. Loevy, a 1993 graduate from Columbia Law School, clerked for the Honorable Milton I. Shadur of the Northern District of Illinois in 1994, worked as an associate in the litigation

[1] The Laffey Matrix is a fee schedule used by many United States courts for determining the reasonable hourly rates for attorneys' fee awards under federal fee-shifting statutes. The Matrix can be found at http://www.laffeymatrix.com/see.html.

department at Sidley & Austin in Chicago for almost two years, and then formed Loevy & Loevy. He is also a Lecturer in Law at the University of Chicago Law School.

12. Loevy is one of the most successful trial lawyers in the United States. He has won more than $750 million in jury verdicts, including 27 total jury verdicts of at least a million dollars or more, and has won jury verdicts of $20 million or more at twelve (12) separate trials. His most recent verdict is $120 million in federal court in March 2025. He has also served as counsel in multiple class actions. For instance, he was lead counsel in *Rogers v. BNSF Railroad*, 19 C 3083 (N.D.Ill.), a (rare) class action case that went to trial in 2022, resulting in a jury verdict of $228 million, the largest ever Biometric privacy verdict.

13. Forbes Magazine recently named Loevy to its "America's Top 200 Lawyers" list for 2024. See https://www.forbes.com/lists/top-lawyers. Last month, Loevy was also named the winner of the local chapter of the American Constitutional Society's (ACS) 2025 Abner J. Mikva Legal Legend Award. Loevy also won the "Career Achievement Award" from the Chicago Law Bulletin's Jury Verdict Reporter. At the time, only seven lawyers in the history of Illinois had ever qualified by winning five or more jury awards of $5 million or more in Cook County (Chicago). Loevy has not just five, but rather eighteen qualifying awards of $5 million or more.

14. Jon Loevy seeks an hourly rate of $1,500 per hour for work performed on the case. This hourly rate is commensurate with, if not substantially lower than, the billing rates of other litigators in the top tier of trial lawyers in this country.

15. Stephen H. Weil earned his law degree from the University of Pennsylvania Law School in 2006. He is admitted to practice in the State of Illinois, before the U.S. Court of Appeals for the Sixth and Seventh Circuits, and in the U.S. District Courts for the Northern, Central, and

Southern Districts of Illinois, Western District of Wisconsin, Western District of Michigan, District of Columbia, and Northern District of Indiana.

16. After graduating from law school, Weil served as a law clerk to the Honorable Robert E. Payne of the U.S. District Court for the Eastern District of Virginia.

17. Mr. Weil has practiced complex civil litigation with two nationally regarded defense firms, O'Melveny & Myers LLP in Washington D.C and Eimer Stahl LLP in Chicago. Mr. Weil also has a depth of experience in civil rights class action litigation, based on service as a litigation fellow with the MacArthur Justice Center at Northwestern University Law School, and as a litigator with Loevy & Loevy, a national civil rights firm. While practicing with these organizations Mr. Weil represented a class of detainees at the Cook County Jail suing over the conditions of their confinement in *Hudson v. Preckwinkle*, No. 13-cv-8752 (N.D. Ill.); a class of detainees at Cook County Jail over COVID-19 protections during the pandemic in *Mays. v. Dart*, No. 20-cv-1792 (N.D. Ill.); and a class of juvenile detainees challenging their placement on lockdown in order to facilitate the filming of scenes for a commercial television show in *T.S. v. Twentieth Century Fox*, No. 16-cv-8303 (N.D. Ill.), where the district court appointed Mr. Weil as class counsel.

18. Weil was an attorney at Loevy & Loevy during his engagement in the instant matter. While at Loevy, he handled all aspects of case investigations, discovery, depositions, briefing, trial, and overall management of the firm's portfolio of prisoner rights cases, including several class actions.

19. When serving as Plaintiffs' Counsel, Weil conducted extensive legal and factual research, and requested, reviewed, and conducted discovery conferences regarding the thousands

of documents that have been produced in discovery. Weil is seeking an hourly rate of $948 for the work performed in this case, which is commensurate with his experience.

20. Weil currently serves as a Senior Attorney at Romanucci & Blandin, where he focuses his legal practice on cases involving civil rights, police misconduct, wrongful convictions and prisoners' rights, including class actions.

Pursuant to 28 U.S.C. § 1746, I, Meg Gould, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on August 4, 2025.

/s/ Meg Gould
Meg Gould

DECLARATION OF NATHAN FENNELL IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLMENT

1. I am admitted to practice before the courts of the State of Texas, as well as the Eastern, Southern, and Western District Courts of Texas and the Fifth Circuit Court of Appeals. I am one of the attorneys representing Plaintiffs in this action. I make this statement based on personal knowledge and, if called as a witness, could and would testify competently thereto.

2. I am a 2019 graduate of Stanford Law School. Before joining the Deason Criminal Justice Reform Center, I worked as an attorney at the Texas Fair Defense Project, first as an Equal Justice Works Fellow and then as a Strategic Litigation Attorney. At both organizations, I litigate and have litigated civil rights cases challenging unconstitutional policies and practices in municipal criminal legal systems, including providing litigation support for class-action matters.

3. I started working on this case when I was employed at the non-profit Texas Fair Defense Project, and continued working on this case when I transitioned to work at the Deason Center. The rate I am using for this matter is a legacy rate from my time working at TFDP, which is a significant discount from my current rate.

4. I first started working on overdetention issues in 2011, when I pioneered the Orleans Public Defenders' sentence calculation and overdetention-response systems and services. To the best of my knowledge, that was the first and only system of its kind in the state.

5. I have advised civil and criminal attorneys across Texas and in Louisiana on over-detention issues and litigation. I have investigated, identified, designed, and supported both litigation and non-litigation responses to over-detention issues in Louisiana and Texas in various capacities since 2011.

6. Before filing this case, I, along with my co-counsel, spent months investigating and uncovering the unconstitutional policies and practices challenged in this case. Plaintiffs' Counsel

spent months conducting interviews with putative class members and community stakeholders and requesting and reviewing records in an attempt to understand the challenged policies and practices. Plaintiffs' Counsel also conducted legal research on the possible constitutional, statutory, and common law claims, as well as defenses to those claims. Counsel also conducted an extensive review of class-action cases in this Circuit and other jurisdictions presenting similar issues.

7. I have spent over 270 hours working on this lawsuit, including extensive legal and factual research, requesting and reviewing much of the discovery that have been produced, and engaging in extensive mediation.

8. Plaintiffs' Counsel has also made a substantial monetary investment in this case, including travel expenses to interview clients and attend mediation.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on August 1, 2025, at New Orleans, LA.

/s/ Nathan Fennell
Nathan Fennell

DECLARATION OF CAMILLA HSU IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLMENT

1. I am admitted to practice before the courts of the State of Texas, the State of New York, and the District of Columbia, as well as the Eastern, Northern, and Western District Courts of Texas, the Southern District of New York, and the Fifth and Second Circuit Courts of Appeals. I am one of the attorneys representing Plaintiffs in this action. I make this statement based on personal knowledge and, if called as a witness, could and would testify competently thereto.

2. I am a 2011 graduate of Harvard Law School. Before joining the Deason Criminal Justice Reform Center, I worked in a number of capacities in the criminal legal system. As a Prettyman Teaching Fellow at the Georgetown University Law Center's Criminal Defense and Prisoner Advocacy Clinic, I represented clients charged with misdemeanors and felonies, advocated for long-detained prisoners, and taught law students. I subsequently worked as a public defender at the trial and appellate levels. My work on the specific issues in this case dates back to my later years at the appellate office. There I litigated civil rights and statutory challenges to the continued detention of clients who had completed their carceral sentences.

3. Since my work as a public defender, I have worked as a litigator at the non-profit organization, Texas Fair Defense Project ("TFDP"), and the Deason Criminal Justice Reform Center at the SMU Dedman School of Law. In both places, I have worked on civil rights cases on behalf of plaintiffs proceeding individually and as classes. These cases have challenged the constitutionality of practices in criminal legal systems, including misdemeanor and felony overdetention. I have also consulted with lawyers challenging overdetention around Texas.

4. I started working on this case when I was employed at TFDP and continued working on this case when I transitioned to work at the Deason Center. The rate I am using for this matter

is a legacy rate from my time working at TFDP, which is a significant discount from my current rate.

5. Before filing this case, I, along with my co-counsel, spent months investigating and uncovering the unconstitutional policies and practices challenged in this case. Plaintiffs' Counsel spent months conducting interviews with putative class members and community stakeholders and requesting and reviewing records in an attempt to understand the challenged policies and practices. Plaintiffs' Counsel also conducted legal research into the range of possible constitutional, statutory, and common law claims, as well as defenses to those claims. Counsel also conducted an extensive review of class-action cases in this Circuit and other jurisdictions presenting similar issues.

6. I have spent over 44 hours working on this lawsuit, including legal and factual research, requesting and reviewing much of the discovery that have been produced; and engaging in extensive mediation.

7. Plaintiffs' Counsel has also made a substantial monetary investment in this case, including travel expenses to interview clients and attend mediation.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on August 4, 2025, at Austin, TX.

/s/ Camilla Hsu