

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between and among the following Parties, by and through their respective counsel: Plaintiffs Anthony Ladd (“Ladd”) and Nicholas Brindle (“Brindle”) (collectively: “Plaintiffs” or “Class Representatives”), on behalf of themselves and the Class, and Defendant Nashville Booting, LLC (“Defendant”). Plaintiffs and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Plaintiff Ladd filed a Class Action Complaint on behalf of himself and a putative class in the lawsuit styled *Ladd v. Nashville Booting, LLC*, No. 3:30-CV-00626, in the Middle District of Tennessee. On September 17, 2020, the Plaintiffs filed an Amended Complaint, which added Brindle as another lead plaintiff. In the Amended Complaint, which is the operative pleading, Plaintiffs alleged claims against Defendant for Negligent Bailment (Count I), Negligent Bailment Per Se (Count II), Conversion (Count III), Trespass to Chattels (Count IV), and Violations of 42 U.S.C. § 1983 (Count V). All counts arose from the same alleged conduct by Nashville Booting: its alleged failure to timely remove boots from the Plaintiffs and other class members’ vehicles within one hour of being contacted to do so.

WHEREAS, Plaintiffs allege that, as a result of the Allegations, Plaintiffs and other similarly situated individuals may be entitled to damages and costs.

WHEREAS, on August 3, 2021, the Court granted in part, and denied in part, Defendant’s motion to dismiss. Dkt. 36-37. The Court dismissed Plaintiff’s claims for Negligent Bailment *Per Se* (Count II) and for Violations of 42 U.S.C. § 1983, but declined to dismiss Plaintiffs’ claims for Negligent Bailment (Count I), Conversion (Count III), and Trespass to Chattels (Count IV).

WHEREAS, on May 11, 2023, the Court granted in part, and denied in part, Plaintiffs' motion for class certification. Dkt. 79-80. The Court certified the following class:

All persons who had a vehicle in their possession immobilized by Nashville Booting LLC in Nashville for longer than one hour after requesting removal of the immobilization device, from July 20, 2017 until June 17, 2022, but excluding the claims of non-named parties arising before December 1, 2018 (for whom Nashville Booting does not have any records).

WHEREAS, class members can be identified from records produced by Defendant by comparing the timestamp of when a vehicle owner first contacted Defendant to request unbooting (from call logs produced by Defendant) and the timestamp for when the booting job for the same vehicle was "closed," as reflected in records produced by Defendant in discovery. However, the process of identifying class members is incredibly time-intensive and burdensome. As such, Plaintiffs have only been able to estimate the number of class members. Plaintiffs estimate the Class to contain 2,000 to 5,000 members.

WHEREAS, during each year of the class period (2018-2022), Nashville Booting had general commercial liability insurance policies with Liberty Mutual Insurance, underwritten by Ohio Security Insurance Company (collectively "Liberty Mutual"), Policy Number: BLS 56 13 64 90.

WHEREAS, Nashville Booting timely provided notice of this lawsuit to Liberty Mutual shortly after it was filed. However, Liberty Mutual denied that the claims asserted were covered under the policy.. Plaintiffs believe that insurance coverage should be available for these claims.

WHEREAS, Nashville Booting has limited financial assets, and the Class would have difficulty collecting upon any class-wide judgment against Nashville Booting in the event that the

Class is successful at trial. Therefore, Plaintiffs desire to pursue the judgement to the extent of any available insurance proceeds subject to the terms and conditions of this Agreement.

WHEREAS, on February 5, 2024, and then again on February 22, 2024, the Parties participated in mediation with Ret. Magistrate Judge Joe Brown. Through that mediation, the Parties ultimately reached an agreement to resolve this Action on a class-wide basis.

WHEREAS, after considering the totality of facts bearing on the liability and potential damages in the Action, the benefits to the Settlement Class, the attendant risks, costs, uncertainties, and delays of litigation, Defendant's financial circumstances, and the denial of insurance coverage for the Action by Defendant's insurer, Plaintiffs and their counsel have concluded that the terms and conditions provided for in this Agreement are fair, reasonable, and adequate.

WHEREAS, after considering, among other things, the additional expense and delay that would result from the continuation of litigation, Defendant has agreed to settle, upon the terms and conditions this Agreement provides, all claims, demands, and liabilities between Defendant and Plaintiffs and the Class, including all claims that have been asserted, or could have been asserted, by Plaintiffs and the Class; and

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or adjudged on the merits on the terms and conditions in this Agreement, subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement, and the exhaustion of any appeals.

I. SETTLEMENT TERMS

A. Relief for the Class

1. Consent Judgment. Defendant agrees to allow Judgment¹ to be entered against it, and in favor of the Plaintiffs and Class, on Count I (Negligent Bailment)² in the total amount of \$1,000,000.00 (the “Judgment Amount”). The Judgment will also assess Plaintiffs and the Class’ costs to the Defendant pursuant to Fed. R. Civ. P. 54(d). Other than as stated in the Judgment, Defendant denies and continues to deny liability for the claims made in the Action. If the Judgment is not entered by the Court, then the Judgment will be null and void and may not be used by any party or third party for any purpose whatsoever.

2. Assignment of Defendant’s Claims Against Liberty Mutual to the Class.

Within 7 days of the Court’s entry of the Final Approval Order including the Judgment, Defendant shall assign its rights under its insurance policies with Liberty Mutual, and its claims against Liberty Mutual, to the Plaintiffs and the Class for the purpose of collecting and satisfying the Judgment and/or pursuing Defendant’s claims against Liberty Mutual based on its failure to defend, by executing the “Assignment” attached hereto as **Exhibit B.**³ Defendant shall provide reasonable cooperation to Class Counsel in any related future litigation against Liberty Mutual, including but not limited to making documents and witnesses available to comply with discovery obligations, if any, in connection with such litigation.

3. Policy Change. The Defendant agrees that it will put in its written policy manual a written policy to the effect that Nashville Booting employees will comply with the applicable

¹ A copy of the proposed Consent Judgment is attached as Exhibit A.

² The Plaintiffs and Class agree that the Judgment shall dismiss the Plaintiff and Class’ alternative Counts (Count III for Conversion and Count IV for Trespass to Chattels), with prejudice.

³ As reflected in Exhibit B, Nashville Booting is assigning all of its claims against Liberty Mutual, with the single exception that Defendant will retain its claim to pursue recovery of the \$25,000 lump sum payment it will owe pursuant to § I.A.4 of this Agreement.

ordinance regarding booting of vehicles and does not collect a fee where it is unable to remove a boot in compliance with the ordinance.

4. **Lump Sum Payment of \$25,000 by Nashville Booting.** The Defendant will pay a lump sum of \$25,000 toward the Judgment, to be allocated as follows: (i) to reimburse Plaintiffs' reasonable litigation costs in this case to date (advanced by Class Counsel) (\$3,700), (ii) to pay for the cost of Class Notice (\$6,300); and (iii) to pay Service Awards to Anthony Ladd (\$8,000) and Nicholas Brindle (\$7,000). \$10,000 of this payment shall be to satisfy the Judgment's award of costs and the remaining \$15,000 shall be applied to satisfaction of the Judgment Amount. The Plaintiffs, Class, and Class Counsel shall recover the remaining portion of the Judgment Amount (\$985,000) ("Remaining Balance Amount") against Liberty Mutual.

B. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant's Counsel.⁴ If the Court preliminarily approves this Agreement, Class Counsel shall submit to Court a motion for final approval of this Agreement. The motion shall seek entry of a Final Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant's Counsel.⁵

C. Litigation Expenses, Service Awards, and Attorneys' Fees.

1. Litigation Expenses

As of the date of this Agreement, the Plaintiffs and Class' litigation expenses total \$3,700. These expenses have been advanced by Class Counsel. Class Counsel will request, and Defendant

⁴ Proposed Preliminary Approval Order attached as Exhibit C.

⁵ Proposed Final Approval Order attached as Exhibit D.

will not oppose, that these expenses be reimbursed from the \$25,000 settlement payment to be paid by Defendant pursuant to § I(A)(3) of this Agreement.

2. Service Awards

Class Counsel will request, and Defendant will not oppose, Service Awards of the following amounts to Plaintiffs: \$8,000 to Anthony Ladd and \$7,000 to Nicholas Brindle, to be paid from the \$25,000 lump sum settlement payment from the Defendant (per § I.A.4 of this Agreement).

3. Attorneys' Fees and Expenses

Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees in the amount of one-third of the judgment amount for Class Counsel's work in securing the judgment for the Plaintiffs and the Class in this case.⁶ However, Class Counsel agrees that it will only collect its Attorneys' Fee from any proceeds to the Class from the anticipated follow-on litigation against Liberty Mutual to collect on the judgment and/or pursue the claims assigned to the Class from Nashville Booting. If nothing is collected from Liberty Mutual in follow-on litigation, Class Counsel will not receive any fee.

D. Covenant Not to Execute.

Plaintiffs, the Class, and Class Counsel, for and in consideration of the terms and undertakings herein the sufficiency and fairness of which are acknowledged, agree and covenant not to execute, prosecute or enforce on all or any part of the Remaining Balance Amount against Defendant or any of its current, former, and future directors, officers, members, partners, agents, employees, shareholders, employees, affiliates, parent corporations, subsidiaries, controlled

⁶ Class Counsel reserves the right to petition a future court for a separate attorney fee for work in the anticipated separate follow-on class action against Liberty Mutual. *See infra* § I.F; *see also* Tenn. Code Ann. § 56-7-105 (allowing award of reasonable attorneys' fees in action to against insurers for bad faith failure to pay promptly).

companies, other associated business entities or persons, investors, predecessors, members spouses, family members, associates, principals and attorneys and their successors and heirs, other than through any proceeds obtained from Liberty Mutual pursuant to the Liberty Mutual Policies. Plaintiffs, the Class, and Class Counsel, agree not to seek to execute against, attach, lien, or otherwise seek to acquire any interest in the property or assets of Defendant or its current, former, and future directors, officers, members, partners, agents, employees, shareholders, employees, affiliates, parent corporations, subsidiaries, controlled companies, other associated business entities or persons, investors, predecessors, members spouses, family members, associates, principals and attorneys and their successors and heirs to collect, satisfy or recover on the Remaining Balance Amount, and agree to seek recovery to collect, satisfy or recover on the Remaining Balance Amount only against the Liberty Mutual insurance policies. Plaintiffs, the Class, and Class Counsel agree not to execute against Defendant's non-insurance assets on the Remaining Balance Amount even if a determination is made that Liberty Mutual does not owe defense or indemnity coverage for any claims alleged in the Action. It is the express intention of the Parties that under no circumstances shall Defendant pay or be responsible or obligated to pay any portion of the Judgment Amount other than by and through the \$25,000 lump sum payment pursuant to § I(A)(4), and that the Remaining Balance Amount shall be satisfied only through any proceeds of the Liberty Mutual Policies. In the event there is no recovery of any proceeds from or in connection with the Liberty Mutual Policies, or if the proceeds obtained from or in connection with the Liberty Mutual Policies is less than the Remaining Balance Amount, then it is the intention of the Parties that Defendant shall not pay and shall not be responsible or obligated to pay any amount of the Remaining Balance Amount that is not paid from the proceeds of the Liberty Mutual Policies, and that the total and maximum payment of funds to be paid by Defendant available to

distribute to Plaintiffs, the Class and/or Class Counsel shall be the \$25,000 lump sum payment. In the event any provision of this Paragraph fails for any reason, the terms and provisions of this Agreement will then be null and void ab initio and may not be used by any party for any purpose.

E. Timing of Defendants' Lump-Sum Payment and Class Counsel's Distribution of that Payment.

Once this Court grants preliminary approval of this Settlement Agreement, Plaintiffs' counsel shall send Defendant's counsel instructions for transmittal of the \$25,000 lump sum payment amount within seven (7) days. Defendant shall then send payment of the \$25,000 lump sum amount to Class Counsel within twenty one (21) days by check or wire. Once that payment is received, Class Counsel is authorized to disburse those funds to reimburse the litigation costs it has previously advanced for the Class, as well as to pay the costs of the approved class notice program. Once this Court grants final approval of this Settlement Agreement and approves the Service Awards to Plaintiffs, Class Counsel shall disburse those approved Service Awards within thirty (30) days of when the order approving those awards becomes final.

F. Follow-on Litigation Against Liberty Mutual.

Once this Agreement is given final approval by the Court, and Nashville Booting, LLC executes its assignment of claims to the Class, the Plaintiffs, the Class, and Class Counsel plan to initiate follow-on litigation against Liberty Mutual to collect on the Remaining Balance Amount of the Judgment and/or to pursue Nashville Booting, LLC's assigned claims against Liberty Mutual. This will likely require filing and prosecuting a separate class action lawsuit against Liberty Mutual.⁷

⁷ Class Counsel will also have to seek certification of the Class in that separate lawsuit by that court.

1. Distribution of Settlement/Judgment of Proceeds from Follow-on Litigation Against Liberty Mutual.

If and when the Class and Class Counsel are successful in obtaining a settlement and/or judgment against Liberty Mutual, Class and Class Counsel will be responsible for petitioning the appropriate court to approve a plan for notice, allocation, and distribution of that money among the Class and/or Class Counsel.

If Class Counsel successfully represents the Class in a separate follow-on class action litigation against Liberty Mutual, Class Counsel may request an appropriate attorneys' fee award for their work in that separate case, beyond the percentage of the judgment that the Court awarded Class Counsel for their work in obtaining that judgment for the Class. Similarly, Class Counsel may also request a separate service fee award for the Plaintiffs or whoever else is appointed to serve as Class Representative for the Class in the separate follow-on litigation against Liberty Mutual.

In the event any recovery is obtained by the Class and/or Class Counsel from Liberty Mutual in the follow-on litigation, Defendant agrees not to oppose or appeal any settlement or award by the Court in that case.

G. Satisfaction of Judgment.

Within 30 days after the conclusion of all follow-on litigation by the Plaintiffs, Class, and/or Class Counsel against Liberty Mutual (or any other litigation against Liberty Mutual to pursue coverage, collection or claims assigned by Nashville Booting to the Class) including any appeals, and irrespective of the outcome of such litigation and even if there is no recovery of any proceeds from or in connection with the Liberty Mutual Policies, or if the proceeds obtained from or in connection with the Liberty Mutual Policies is less than the Remaining Balance Amount, the

Plaintiffs and the Class will file a satisfaction of the Judgment in the Action, stating the Judgment has been fully and completely satisfied as to the Plaintiffs and the Class.

H. Termination Rights

Plaintiffs and Defendant shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other Party within twenty (20) days after the date on which: (a) the Court declines to enter the Preliminary Approval Order or makes material changes thereto; (b) the Court refuses to approve the Settlement or any material part thereof; (c) the Court declines to enter the Final Approval Order or Judgment or makes material changes thereto; (d) the Final Approval Order or Judgment is vacated, modified, or reversed in any material respect; or (e) the Settlement Effective Date otherwise does not occur. In the event the number of Settlement Class members who opt out of the Settlement is twenty (20) or higher, then Defendant shall have the right to terminate the Settlement by providing written notice to Plaintiffs of its election to do so at any time prior to the entry of the Final Approval Order. In the event that any Party exercises its above-described termination rights, then this Agreement shall be null and void ab initio and any evidence, stipulation, affidavit, declaration, representation or assertion of fact made in or pursuant to this Agreement, shall not be used by anyone for any purpose whatsoever. In the event the Settlement is terminated consistent with this sub-paragraph, all Parties shall have the same rights they had prior to entering into this Agreement.

II. NOTICE TO CLASS

A. Notice

1. Class Notice by Text Message / Website / Publication

Class Counsel will request, and Defendant will not oppose, a class notice program by a hybrid of notice by text message and by publication. For most Class members, class notice is only

feasible by publication because it would be overly time consuming, cost-intensive, and likely impossible to identify all class members from Defendants’.

(i) Creation of Class Settlement Website.

Once this Court grants preliminary approval of this settlement and approves the notice program outlined here, Class Counsel will establish a Settlement Website, www.NashvilleBootingSettlement.com, which will (i) provide information about this Class Settlement, including a summary of its material terms and class members right to opt-out or object,⁸ (ii) provides access to relevant documents concerning the Action, and (iii) provides contact information for Class Counsel.

(ii) Text Messages to Already-Identified Class Members.

When seeking class certification, Plaintiffs created a list of 100 putative class members to demonstrate numerosity (“Plaintiff’s List to Show Numerosity”). *See* Dkt. 63, Ex. A. Plaintiffs have the phone number of these identified class members. *See id.*

During discovery, the Defendant produced a spreadsheet of complaints that identified the customer’s name, phone number, and a summary of the issue raised by the customer. NB 6850-6901. Customers who complained about excessive wait times for boot removal can be identified from the description of some of those complaints.

For class members who have already been identified in Plaintiffs’ List to Show Numerosity or who complained about excessive wait times for boot removal in Defendant’s spreadsheet of complaints, Plaintiff will send individualized class notice by text message. The text message will state as follows:

“This text is being sent to you by court order in *Ladd v. Nashville Booting* because you may be part of a preliminarily-approved class action judgment against Nashville Booting. For further information, visit NashvilleBootingSettlement.com.

⁸ A copy of the proposed content for the Settlement Website is attached hereto as Exhibit C.

If you wish to be part of the judgment, you do not need to do anything. However, you can object or opt-out.”

(iii) **Promotion of Website to Unidentified Class Members**

Class Counsel will provide notice to other unidentified Class Members by targeted advertising of the Settlement Website (NashvilleBootingSettlement.com) through social media (Facebook and/or Twitter), as well as by soliciting local media outlets to report on the class settlement.

B. Cost of Class Notice

Plaintiffs estimate that they can adequately execute the proposed Class notice plan with a budget of \$6,300. Plaintiffs’ Counsel already purchased the domain NashvilleBootingSettlement.com for \$44.53, and received a vendor estimate of \$900 to launch the website as described in § II.A.1.i. Plaintiffs’ Counsel estimates that it will cost approximately \$100-\$200 to use a third-party service to mass-send text messages to the already-identified class members. Plaintiffs’ Counsel will spend the remaining funds (~\$5,150) promoting the class settlement website with targeted advertising to Nashville residents on social media (Twitter and/or Facebook). With this advertising budget, Plaintiffs should be able to ensure many thousands of views.⁹ Plaintiffs Counsel will also solicit organic local media coverage of the class action settlement, at no cost to the Class.

C. Opt-Out Rights

1. Opt-Out Requirements

A Class Member who wishes to opt-out of the Consent Judgment must do so in writing. To opt-out, a Class Member must complete and send to Class Counsel, at the address listed on the

⁹ One 2023 study estimated a cost of \$8.77 per thousand views for promoted posts on Facebook. Available at: <https://www.businessofapps.com/marketplace/facebook-marketing/research/facebook-ads-cost/#:~:text=Facebook%20Ads%20average%20CPA%2C%20by%20industry>

Class Website, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified on the Class Website (or as the Court otherwise orders). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Class Member; (c) be personally signed by the Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: “I hereby request that I be excluded from the Class Judgment.”

No person may request to be excluded from the Class Judgment through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to Class Counsel that complies with the Settlement Agreement.

Any Class Member who does not opt-out of the Judgment in the manner described herein shall be deemed to be part of the Class, and shall be bound by the Settlement and Judgment, as well as all subsequent proceedings, orders, and judgments, including the Final Approval Order, in the Action.

2. Opt-Outs Not Bound

Any Class Member who properly opts out of the Class and Judgment shall not: (a) be bound by any orders or judgments relating to the Settlement and/or Judgment; (b) be entitled to relief under, or be affected by, this Agreement or the Judgment; (c) gain any rights by virtue of this Agreement or the Judgment; or (d) be entitled to object to any aspect of the Settlement or Judgment.

3. All Class Members Bound by Settlement

Except for those Class Members who timely and properly file a Request for Exclusion, all other Class Members will be deemed to be Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

D. Objections

Any Class Member who does not opt-out of the Settlement may object to the Settlement.

To object, the Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

Any Class Member who wishes to object to the Settlement or Judgment must do so in writing on or before the Objection Deadline, as specified on the Class Website and in the Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel and Counsel for Defendant, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth on the Settlement Website. To be valid, the written objection must include:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector;

- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's personal signature (an attorney's signature is not sufficient).

Any Class Member who fails to object to the Settlement in the manner described on the Class Website and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement, Judgment, or the terms of this Agreement by appeal or other means.

3. Appearance

Subject to approval by the Court, any Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with

the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Class Member’s name, address, telephone number, and signature, and, if represented by counsel, their contact information; and (c) copies of any papers, exhibits, or other evidence that the objecting Class Member will present to the Court in connection with the Final Approval Hearing.

Any Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

4. Discovery From Class Members Who Object To The Settlement

The Parties shall have the right to take discovery from any person who claims to be a Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Class Member’s counsel without further leave of court.

E. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates, reverses or alters the Final Approval Order; or (4) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs.

III. EXCLUSIVE REMEDY / JURISDICTION

A. Exclusive Remedy

Upon issuance of the Final Approval Order, the Agreement and the Judgment shall be the exclusive remedy for any and all Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof. The judgment will serve as res judicata to the Class' claims, as well as any related claims that could have been asserted against Defendant in this case.

B. Continuing Jurisdiction of Court

The Court shall retain continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and any disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

IV. MISCELLANEOUS PROVISIONS

A. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

B. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

C. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full

and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

D. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

E. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, term sheets, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

F. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

G. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

H. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

I. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

J. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

K. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

L. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Tennessee, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Attorneys' Fees and Expenses and any Service Award, shall be governed by Tennessee law.

M. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arms-length negotiations.

N. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

O. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

P. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

Q. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

R. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: <u>05/21/2024</u>	By: <u><i>Anthony Ladd</i></u> Plaintiff Anthony Ladd
Dated: <u>05/21/2024</u>	By: <u><i>Nicholas Brindle</i></u> Plaintiff Nicholas Brindle
Dated: <u>05/21/2024</u>	By: <u><i>Mark Hammervold</i></u> Counsel for Plaintiffs and the Class

Dated: 05/21/2024

Nashville Booting, LLC
By: Chip Schmeelk

Name: Chip Schmeelk

Title: Principal

Exhibit A

**IN THE U.S. DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

ANTHONY LADD and NICHOLAS BRINDLE, on behalf of themselves and all others similarly situated,)	
)	
)	
)	
Plaintiffs,	)	No. 3:20-CV-00626
)	
v.	)	CLASS ACTION COMPLAINT
	)	JURY TRIAL DEMANDED
NASHVILLE BOOTING, LLC)	
)	
Defendant.	)	Judge Eli J. Richardson
	)	Magistrate Judge Alistair E. Newbern

JUDGMENT

Pursuant to Fed. R. Civ. P. 58(b)(2), Judgment in hereby ordered in favor of the Class and lead Plaintiffs Anthony Ladd and Nicholas Brindle, and against Defendant Nashville Booting, LLC on Count I for negligent bailment, in the amount of \$1,000,000.00.

The Plaintiffs and the Class's other remaining Counts (Count III for Conversion and Count IV for Trespass to Chattel) are hereby dismissed with prejudice.

Pursuant to Fed. R. Civ. P. 54(d), the Plaintiffs and Class's costs – in the amount of \$10,000 – are re-assessed to the Defendant.

ENTERED THIS _____ DAY OF _____, 202__

Hon. Eli Richardson

Exhibit B

ASSIGNMENT

Nashville Booting, LLC (“Assignor”), for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, assigns and transfers for Plaintiffs and the Class (“Assignees”), all of Assignor’s rights under its insurance policies with Liberty Mutual, including Ohio Security Insurance Company, to coverage, indemnity and/or defense in connection with the Action for the purpose of collecting and satisfying any or all of the Remaining Balance Amount of the Judgment against it in Ladd, et al v. Nashville Booting, No. 3:30-CV-00626, as well as all of Assignor’s claims against Liberty Mutual for its denial of defense and indemnification of Nashville Booting in that case, with the single exception that Assignor will retain its claim to pursue recovery of the \$25,000 lump sum payment it paid pursuant to § I.A.4 of the Settlement Agreement with the Plaintiffs and Class.

Dated: _____

Nashville Booting, LLC

By: _____

Name: _____

Title: _____

Exhibit C

**IN THE U.S. DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**ANTHONY LADD and NICHOLAS
BRINDLE, on behalf of themselves
and all others similarly situated,**

Plaintiffs,

v.

NASHVILLE BOOTING, LLC

Defendant.

No. 3:20-CV-00626

**CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED**

**Judge Eli J. Richardson
Magistrate Judge Alistair E. Newbern**

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter coming before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice to the Class (the "Motion"), after review and consideration of the Settlement Agreement, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. Pursuant to Fed. R. Civ. P. 23, the settlement of this action, as embodied in the terms of the Settlement Agreement attached to the Motion, is preliminarily approved as a fair, reasonable, and adequate settlement in the best interests of the Class, in light of the factual, legal, practical, and procedural considerations raised. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.

2. The Court finds that the Settlement Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23(c)(2). That plan is approved and adopted. This Court further finds that the content of the notice to the Class (reflected in the Settlement Agreement, as well as Exhibit E thereto)

complies with Fed. R. Civ. P. 23(c)(2), is appropriate as part of the notice plan, and is approved and adopted. The Court orders that Plaintiffs' Counsel to provide the notice to the Class as proposed.

3. By this Order, the Court hereby orders Plaintiffs' Counsel to create the website (NashvilleBootingSettlement.com) with the content reflected in the Settlement Agreement (as well as Exhibit E thereto) and to notify the previously-identified class members with the following text message:

“This text is being sent to you by court order in Ladd v. Nashville Booting because you may be part of a preliminarily-approved class action judgment against Nashville Booting. For further information, visit NashvilleBootingSettlement.com. If you wish to be part of the judgment, you do not need to do anything. However, you can object or opt-out.”

The Court orders Plaintiffs' Counsel to provide notice to Unidentified Class Members by targeted advertising of the Settlement Website (NashvilleBootingSettlement.com) through social media in the greater Nashville area.

4. Plaintiffs are ordered to send to Defendant's counsel instructions for transmittal of the \$25,000 lump sum payment amount within seven (7) days of entry of this Order. Upon receipt of those instructions, Defendant is ordered to send payment of the \$25,000 lump sum amount to Class Counsel's client trust fund account within twenty-one (21) days by check or wire. Once that payment is received, Class Counsel is authorized to disburse those funds to reimburse the litigation costs it has previously advanced for the Class (\$3,700), as well as to pay the costs of the approved class notice program (\$6,300).

5. The Class Settlement Website and Notice informs members of the Settlement Class of their right to object to the proposed settlement. An objection must be signed under penalties of

perjury and identify the following information or else the Court will disregard and strike the submitted objection as invalid: (1) the objector's name, address, and telephone number, (2) the specific date(s) the objector was employed by Defendant, (3) all attorneys who assisted the objector in preparing or filing the objection, (4) a list of all other class action cases in which the objector or their attorneys have submitted an objection to a settlement, including case name, court, case number, and how much, if any amount, was paid in connection with the objection, and (5) a statement of the reasons why the objector contends the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class.

6. The Court hereby sets deadlines and dates for the acts and events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines and dates in the Class Notice:

- a. Plaintiffs' Counsel shall launch the Class Settlement Website on or before _____, 2024 [14 days after entry of this order];
- b. Plaintiffs' Counsel shall then send class notice by text message to all identified class members on or before _____, 2024 [21 days after entry of this order];
- c. Plaintiffs' Counsel shall publish class notice to all unidentified class members through a targeted social media advertising campaign promoting the Class Settlement Website from _____, 2024 [21 days after entry of this order] until _____, 2024 [51 days after entry of this order]¹;
- d. Objections and motions to intervene, including supporting memoranda; shall be filed in this Court and postmarked and served on Class Counsel

¹ Or until the Class Notice budget is exhausted, if earlier.

and Defendant's counsel on or before _____, 2024 [81 days after entry of this order], or be forever barred;

e. Requests by any Settlement Class member to opt out of the settlement must be submitted on or before _____, 2024 [81 days after the Notice Date], or be forever barred; and

f. The Final Approval Hearing, set forth on the Class Website, is hereby scheduled for _____, 2024 at _____ a.m./p.m. in Courtroom 5C. If there are no objections, the Court will hold this hearing telephonically.

ENTERED THIS _____ DAY OF _____, 2024

Hon. Eli Richardson

Approved for Entry:

s/

Mark Hammervold, Esq. (BPR #031147)
Daniel Kotchen (Pro Hac Vice)
Daniel Low (Pro Hac Vice)
Kitchen & Low LLP
1745 Kalorama Road NW, Suite 101
Washington DC 20009
(202) 471-1995
mhammervold@kotchen.com
dkotchen@kotchen.com
dlow@kotchen.com
Attorneys for Plaintiffs

LEWIS THOMASON

/s/

Andrew N. Grams, Esq. (BPR #018380)
Michael S. Holder, Esq. (BPR #034284)
424 Church Street, Suite 2500 Nashville, TN 37219
(615) 259-1366
agrams@lewisthomason.com
Attorneys for Defendant

Exhibit D

**IN THE U.S. DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

ANTHONY LADD and NICHOLAS)	
BRINDLE, on behalf of themselves)	
and all others similarly situated,)	
)	
)	
Plaintiffs,	)	No. 3:20-CV-00626
)	
v.	)	CLASS ACTION COMPLAINT
	)	JURY TRIAL DEMANDED
NASHVILLE BOOTING, LLC)	
)	
Defendant.	)	Judge Eli J. Richardson
	)	Magistrate Judge Alistair E. Newbern

FINAL APPROVAL ORDER

This matter coming before the Court on the Plaintiffs and Class’ Motion for Final Approval of Class Action Settlement (the “Motion”), after due notice having been given, review and consideration of the Settlement Agreement, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. This Court has jurisdiction over the parties, the members of the Class, and the claims asserted in this lawsuit.

2. Pursuant to Fed. R. Civ. P. 23, the settlement of this action, as embodied in the terms of the Settlement Agreement attached to the Motion, is hereby finally approved as a fair, reasonable, and adequate settlement in the best interests of the Class, in light of the factual, legal, practical, and procedural considerations raised.

3. The Class – as previously certified by this Court (Dkt. 79-80) – is defined as follows:

All persons who had a vehicle in their possession immobilized by Nashville Booting LLC in Nashville for longer than one hour after requesting removal of the immobilization device, from July 20, 2017 until June 17, 2022, but excluding the

claims of non-named parties arising before December 1, 2018 (for whom Nashville Booting does not have any records).

4. The Court finds that the Settlement Agreement was reached in good faith, following arm's-length negotiations.

5. Based on the Declaration of _____, the Court finds that the notice provided to the Class was the best notice practicable under the circumstances and it satisfied the requirements of due process and Fed. R. Civ. P. 23.

6. _____ timely and complete objections were received. The Court has considered each of these objections carefully and has overruled them. None of these objections raised a valid concern about the Settlement Agreement. All untimely or incomplete objections are denied as stricken.

7. The following persons validly requested exclusion from the Class and the settlement and are hereby excluded from this Class: _____.

8. After due consideration of, among other things, the uncertainty about the likelihood of: (a) the Class's ultimate success on the merits; (b) the range of the Class's possible recovery; (c) the complexity, expense and duration of the litigation; (d) the substance and amount of opposition to the settlement; (e) the state of proceedings at which the settlement was achieved; (f) all written submissions, declarations and arguments of counsel; and (g) after notice and hearing, this Court finds that the settlement is fair, adequate and reasonable. This Court also finds that the financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, this Settlement Agreement should be and is APPROVED and shall govern all issues regarding the settlement and all rights of the Parties, including the members of the Class. Each member of the Class (including any person or entity claiming by or through him, her or it, but except those persons identified above who have previously excluded

themselves from the Class) shall be bound by the Settlement Agreement, including being subject to the Releases set forth in the Settlement Agreement.

9. The Court expressly adopts and incorporates herein all the terms of the Settlement Agreement. The Parties to the Settlement Agreement shall carry out their respective obligations under that Agreement.

10. Based on the evidence presented to the Court and the agreement of the Parties, the Court hereby enters and orders JUDGMENT (the “Judgment”) as follows:

- a. The settlement was made by Defendant in reasonable anticipation of incurring substantial costs and expenses in the defense of this lawsuit and the potential liability that would arise from a finding that Defendant acted negligently in failing to unboot the Class’ vehicles within one hour, as required by Nashville Ordinance;
- b. Judgment is entered in the amount of \$1,000,000.00 (the “Judgment Amount”);
- c. The Judgment Amount is fair and reasonable because it is within the range of damages that could be awarded against Defendant for the claims made by Plaintiffs and the Class and is what a reasonably prudent person in Defendant’s position would have settled for on the merits of Plaintiffs’ claim, as determined by a common sense consideration of the totality of facts bearing on the liability and damage aspects of Plaintiffs’ claim, as well as the risks of going to trial, which could result in a judgment substantially higher than the Judgment Amount;
- d. The settlement was entered into in good faith following arms-length negotiations;

e. All other remaining claims asserted by Plaintiffs and the Class (Counts III & IV) are hereby dismissed with prejudice.

11. Plaintiffs' litigation costs of \$10,000 (\$6,300 for class notice and \$3,700 for other costs) are reassessed to the Defendant.

12. For their service in this case, this Court approves a service award of \$8,000 for Anthony Ladd and a service award of \$7,000 for Nicholas Brindle.

13. Defendant has agreed to pay a \$25,000 lump sum amount as part of the settlement. Plaintiffs' Counsel is authorized to allocate that payment for the reassessment of Plaintiffs and the Class' costs (\$10,000) and the service awards to the Plaintiffs (\$15,000). The portion being paid as service awards to the Plaintiffs shall be considered a payment toward the principle \$1,000,000 judgment amount.

14. The Court also approves Class Counsel's request for attorneys' fees in the amount of one-third of the Judgment amount (\$333,333.33). Class Counsel shall be entitled to recover one-third of any amount the Class recovers on the Judgment for their work in obtaining the Judgment for the Class in this case. This award shall not preclude Class Counsel for petitioning any court for a separate fee award for additional work Class Counsel performs for the same class in follow-on litigation against Liberty Mutual. This fee award is appropriate in light of the substantial work performed by Class Counsel in this case, the great result Class Counsel achieved for the Class in this case, as well as the contingent nature of Class Counsel's fee, particularly since Class Counsel must prevail in a separate class case to win any fee.

15. The Class and Class Counsel plan to commence follow-on litigation against Liberty Mutual to attempt to recover proceeds from Nashville Booting's insurance policies. Should that effort be successful, the Class and Class Counsel shall petition that court for approval of any

settlement with Liberty Mutual and any distribution of those proceeds among the Class and/or Class Counsel.

16. The Court retains jurisdiction over this action, Plaintiffs and all members of the Settlement Class, and Defendant, to determine all matters relating in any way to the Preliminary Approval Order, the Settlement Agreement, the Final Approval Order and the Judgment, including but not limited to, their administration, implementation, interpretation or enforcement. The Court further retains jurisdiction to enforce this Final Approval Order.

17. The Court finds that there is no just reason to delay the enforcement of this Final Approval Order.

ENTERED THIS _____ DAY OF _____, 2024

Hon. Eli Richardson

Approved for Entry:

s/

Mark Hammervold, Esq. (BPR #031147)
Daniel Kotchen (Pro Hac Vice)
Daniel Low (Pro Hac Vice)
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/s/

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424 Church Street, Suite 2500 Nashville, TN 37219
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Attorneys for Defendant

Exhibit E

Exhibit E – Content of Nashville Booting Class Settlement Website

Information about the Proposed Class Action Settlement and Consent Judgment in *Anthony Ladd, et al. v. Nashville Booting, LLC*, No. 3:20-CV-00626, pending in Middle District of Tennessee, Judge Eli Richardson presiding

WHAT IS THIS LAWSUIT ABOUT?

The named plaintiffs, Anthony and Nicholas Brindle (“Plaintiffs”), filed a class action lawsuit alleging that Defendant acted negligently because it failed to unboot their vehicles within one hour of a request to do so, in violation of Nashville Ordinance. A copy of their Amended Complaint detailing their claims is available [here](#) [hyperlink] (Counts II and V were dismissed by the Court).

WHO IS IN THE CLASS?

The Court certified the following class:

All persons who had a vehicle in their possession immobilized by Nashville Booting LLC in Nashville for longer than one hour after requesting removal of the immobilization device, from July 20, 2017 until June 17, 2022, but excluding the claims of non-named parties arising before December 1, 2018 (for whom Nashville Booting does not have any records).

WHAT IS THE PROPOSED SETTLEMENT?

The Parties have reached a classwide settlement, which the Court has preliminarily approved. If finally approved by the Court, the class action settlement will resolve all the Class’ claims against Nashville Booting. A full copy of the Settlement Agreement can be accessed [here](#) [hyperlink].

Defendant has agreed to consent to a class-wide judgment in the amount of \$1,000,000 (the “Judgment Amount”), as well as the Plaintiffs’ litigation costs. In partial satisfaction of this Judgment, Defendant agreed to make a make a payment of \$25,000, which will be applied to the Plaintiffs’ litigation costs and service awards to the lead Plaintiffs (\$8,000 to Anthony Ladd and \$7,000 to Nicholas Brindle).

In connection with the settlement and consent judgment, Class Counsel and the Class have agreed to pursue the remaining balance of the Judgment from Defendant’s insurance policies with its insurer, Liberty Mutual, and not from Defendant’s own assets.

If the class settlement is approved and the consent judgment is entered in favor of the Class, Class Counsel and the Class will pursue a separate class action against Liberty Mutual to collect on the Judgment.

Class Counsel believes that the follow-on litigation to collect on the judgment against Liberty Mutual will be successful and that the structure of this class settlement will maximize the ultimate recovery for the Class, as they detail in their motion for preliminary approval of the class settlement, a copy of which is available [here](#) [hyperlink].

However, under the proposed settlement, the Class members will not receive payment unless or until follow-on litigation against Liberty Mutual is successful. If the follow-on litigation against Liberty to collect on the judgment is successful, the court in that action must approve the structure for distribution of that money among Class members.

Class Counsel has requested attorneys' fees in the amount of one-third of the consent judgment amount for their work in obtaining the judgment for the Class, but will only collect any fee if the Class is successful in follow-on litigation against Liberty Mutual to collect on the consent judgment.

The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on _____, 2024 at _____, in Courtroom 5C of the U.S. federal courthouse for the Middle District of Tennessee, located at 719 Church Street, Nashville, Tennessee. If there are no objections to the class settlement, the hearing will occur telephonically.

WHAT CAN YOU DO NOW? YOU HAVE THREE OPTIONS.

1. Do nothing. If you do nothing, you will stay in the Class, be bound by the Judgment entered by the Court. If the Class is able to collect all or part of the Judgment against Defendant's insurance company, Liberty Mutual, you will receive notice and have an opportunity to recover money from any settlement or judgment against Liberty Mutual.

2. Exclude yourself from the Class, settlement and judgment. You can exclude yourself from the class action and the settlement by filing a written request to be excluded with the Clerk of the U.S. District Court for the Middle District of Tennessee at 719 Church Street, Nashville, Tennessee. That request must be postmarked on or before _____ [60 days after Notice Date], and it must state your name, address, telephone number, the case name and number above, and include a clear statement that you request to be excluded from the Settlement Class and settlement. You must also mail copies of your request for exclusion, postmarked by the same date, to all counsel listed below:

Class Counsel: Mark Hammervold mhammervold@kotchen.com Kotchen & Low 1918 New Hampshire Ave. NW Washington, DC 20009 (405) 509-0372	For Defendant: Andrew Grams Michael Holder Lewis Thomason, P.C. Post Office Box 198615 Nashville, TN 37219
--	---

3. Object to the settlement in writing. If you object to the settlement, and wish to file an objection rather than excluding yourself, you must submit your objection in writing to the Clerk for the U.S. District Court for the Middle District of Tennessee at 719 Church Street, Nashville, Tennessee. Your objection must be postmarked by _____ [60 days after Notice Date], and it must be signed under penalties of perjury and identify the following information: (1) your name, address, and telephone number, (2) the date(s) Nashville Booting failed to remove the boot from your vehicle within 1 hour of an unbooting (3) all attorneys who assisted you in preparing or filing

the objection, (4) a list of all other class action cases in which you or your attorneys have submitted an objection to a settlement, including case name, court, case number, and how much, if any amount, was paid in connection with the objection, and (5) a statement of the reasons why you contend the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Class. You must also serve copies of your objection and any supporting memoranda or materials on the attorneys for the Class and the attorneys for Defendant listed in the previous paragraph, postmarked by the same date. If your objection does not comply with these requirements, the Court may strike and disregard your objection. It is not enough to say that you object; you must state the reasons why you believe the Court should reject the settlement. If you file an objection, then you must appear at the final approval hearing before Judge Eli Richardson in Courtroom 5C of the U.S. District Court for the Middle District of Tennessee, at 719 Church Street, Nashville, Tennessee on _____, at _____. You are not required to attend this hearing unless you object to the settlement.

WHO REPRESENTS THE CLASS?

The Court appointed Plaintiffs to be the “Class Representatives” and appointed Mark Hammervold and the law firm of Kotchen and Low, LLP as “Class Counsel.”

HOW DO I OBTAIN MORE INFORMATION?

This description of the litigation is general and does not cover all of the issues and proceedings. If you have specific questions, you may write to Class Counsel at the address above. Include the case number, your name, and your telephone number. Or, you may email Class Counsel, Mark Hammervold, at mhammervold@kotchen.com or call him at 405-509-0372.

The following pleadings are available on this website:

1. [Plaintiffs’ Amended Complaint \[hyperlink\]](#)
2. [Court’s Order Granting the Defendant’s Motion to Dismiss, in Part, and Denying Defendant’s Motion to Dismiss, in Part \[hyperlink\]](#)
3. [Plaintiffs’ Motion for Class Certification \[hyperlink\]](#)
4. [Court’s Order Granting in Part and Denying in Part Plaintiffs’ Motion for Class Certification \[hyperlink\]](#)
5. [Settlement Agreement \[hyperlink\]](#)
6. [Plaintiffs’ Motion for Preliminary Approval of the Class Settlement \[hyperlink\]](#)
7. [Order Granting Preliminary Approval of the Class Settlement \[hyperlink\]](#)

Additional pleadings can be accessed from the federal court system’s PACER database.

Please do not contact the Clerk of the Court, the Judge, or the Judge’s staff, because they cannot answer your questions or give you advice about this settlement.

HOW DO I ENSURE THAT I GET PAID IF THE CLASS IS SUCCESSFUL IN COLLECTING ON THE JUDGMENT AGAINST LIBERTY MUTUAL?

If you received a text message directing you to this website, Class Counsel already has your phone number and will send you any future notice by text message. You can contact Class Counsel and

provide other contact information, such as your physical and email address. Do not contact Defendant or Defendant's Counsel to provide this information.

If you came across this website and you believe you are a Class member, but did not receive a text message, you should contact Class Counsel, and provide your contact information, to ensure that you receive direct notice in the future, including of any proposed settlement or other distribution of money obtained from successful prosecution of the follow-on litigation against Liberty Mutual. Do not contact Defendant or Defendant's Counsel to provide this information.