

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

ISABEL ZELAYA, et al.,)	
)	Case No. 3:19-cv-62
<i>Plaintiffs,</i>)	
)	Judge Travis R. McDonough
v.)	
)	Magistrate Judge Christopher H. Steger
ROBER HAMMER, et al.,)	
)	
<i>Defendants.</i>)	
)	
)	

ORDER

. (Doc. 738.)

On October 12, 2022, over three years of litigation culminated in the proposed settlement agreement (“Agreement”) now before the Court (Doc. 780). As part of the Agreement, Defendants Worsham and Appel agree to (1) pay \$550,000 to Class Members, which will constitute the Class Settlement Fund, and (2) establish a process enabling Class Members to receive upon request a letter from ICE and the U.S. Attorney’s Office of the Western District of Virginia confirming Class Members’ status in this litigation. (Doc. 780, at 2.) The Agreement also provides that the United

States of America agrees to pay Plaintiffs' counsel \$150,000 as partial reimbursement for expenses and fees expended by Plaintiffs' counsel.¹ (*Id.*) The parties submitted as an exhibit to the Agreement a notice form for distribution to Class Members as well as a proposed claim form. (Doc. 780-1.) The parties now jointly move this Court to: (1) preliminarily approve the Agreement; (2) direct distribution of notice to Class Members; and (3) set a hearing date for final approval of the settlement. (Doc. 780.)

Ultimate approval of a class action settlement requires a court finding that the settlement is fair, adequate, and reasonable. Fed. R. Civ. P. 23(e)(2). Preliminarily, the Court finds that: the Agreement falls within the range of a reasonable settlement that could ultimately be given final approval by this Court; the Agreement is presumptively valid, as it appears to be the product of intensive, non-collusive, arms' length negotiations between well-informed counsel; the settlement fund amount of \$550,000.00 coupled with the non-monetary relief provided is fair and reasonable to Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues; the parties have conducted extensive and costly investigation, discovery, research, and mediation such that the parties are able to reasonably evaluate their respective positions; and the settlement will avoid additional substantial costs, delay, and risks that would be presented by further litigation. Accordingly, the Court hereby **GRANTS** the Motion for Preliminary Approval (Doc. 780) and **ORDERS** as follows:

¹ The Agreement also notes that “[t]he Class Representatives and named Plaintiffs entered into separate individual settlements with the United States in exchange for releasing their Federal Tort Claims Act claims and any other individual claims against any Individual Defendant that were based on individualized allegations of additional harm.” (Doc. 780, at 14.) Under those separate agreements, the United States agreed to pay a total of \$475,000 and to accept certain immigration-related terms set forth in the Agreement. (*Id.* at 11–15.)

1. The Court preliminarily **APPROVES** the Agreement as being fair, reasonable and adequate, subject to the Court's final approval and to the right of Class Members to challenge the fairness, reasonableness, or adequacy of the Agreement and to show cause, if any exists, why a final judgment dismissing this case and all released claims, and awarding attorneys' fees and expenses as set forth in the Agreement, should not be entered following a Final Approval Hearing.

2. The Court hereby **APPOINTS**, as agreed to by the parties, Settlement Services, Inc. as the third-party Claims Administrator to administer the Class Settlement Fund, compute each claiming Class Member's share, and distribute payments. (*Id.* at 6.)

