

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

STACEY ADAMS,)	
)	
JERRY SAINT VIL, on behalf of)	CIVIL ACTION
themselves and others similarly)	NO. 1:17-cv-02813-WSD
situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
SENTINEL OFFENDER SERVICES,)	
LLC,)	
)	
MARK CONTESTABILE,)	
Chief Business Development Officer,)	
Sentinel Offender Services, LLC,)	
)	
TIM LEWIS, Vice President of Georgia)	
Services, Sentinel Offender Services,)	
LLC,)	
)	
STEVE QUEEN, Director of Georgia)	
Services, Sentinel Offender Services,)	
LLC,)	
)	
Defendants.)	
)	

**NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT
AND FINAL APPROVAL/FAIRNESS HEARING**

The above-referenced lawsuit was filed as a proposed class action against Sentinel Offender Services, LLC (“Sentinel”), and Mark Contestabile, Tim Lewis and Steve Queen (collectively referred to as “Defendants”). This lawsuit is currently pending in the United States District Court for the Northern District of Georgia (“the Court”). The lawsuit was brought by

Stacey Adams and Jerry Saint Vil (“the Representative Plaintiffs”), on behalf of themselves and similarly situated people (“the Class”), against Defendants.

The Representative Plaintiffs allege that Sentinel unlawfully required pay-only probationers placed on probation by the Municipal Court of Atlanta to pay probation supervision fees in excess of what was permitted under Sentinel’s contract with the City of Atlanta and by statute.

Defendants contend that all fees charged were authorized by Sentinel’s contract with the City of Atlanta, were not in excess of any statutorily imposed restrictions and were specifically authorized by the sentencing orders of the pay-only probationers at issue.

After the lawsuit was filed, the Representative Plaintiffs and the Defendants participated in arm’s-length settlement discussions that were facilitated by a neutral mediator. As a result of those negotiations, a proposed settlement has been reached on the Representative Plaintiffs’ claims as well as the claims of the proposed Class. The settlement requires approval by the Court, and this notice advises you of the proposed settlement so that you can consider your legal rights.

There has been no finding by the Court that Defendants violated any law in their conduct toward the Representative Plaintiffs or other members of the Class. The parties arrived at this settlement before any of the claims asserted by the Representative Plaintiffs were tried by the Court. Similarly, the Court has not decided whether any of the defenses asserted by the Defendants are valid. The settlement outlined in this notice is a compromise between the Representative Plaintiffs and the Defendants to resolve the dispute between them. Neither the settlement nor this notice should be understood as an admission of liability by Defendants.

The attorneys for the Representative Plaintiffs and the Class (“Class Counsel”) have investigated the facts and applicable law regarding the matters raised in the lawsuit. The legal issues before the Court are complex and there is no guarantee that the Representative Plaintiffs would be allowed to proceed with this case in the Court or that the Representative Plaintiffs would prevail on their claims if the case were to proceed to a trial on the merits. Based on their investigation of the facts and law, Class Counsel believe that the claims of the Representative Plaintiffs have merit, but Class Counsel also recognize that the Defendants may prevail if the case goes forward.

In light of the uncertainty about whether the Representative Plaintiffs would prevail in further proceedings, Class Counsel entered into a settlement agreement (“the Agreement”) with Defendants. The Agreement has been preliminarily approved by the Court and, if it is finally approved by the Court, the Agreement will fully and finally resolve all claims asserted by the Representative Plaintiffs against Defendants, on behalf of themselves and anyone who is part of the Class.

I. CLASS ACTION

The parties have agreed and the Court has ordered that the lawsuit may be maintained as a class action for settlement purposes, subject to final and permanent approval at the conclusion of the settlement process. If this proposed settlement is not approved or is withdrawn at any time and for any reason, the parties have agreed that the lawsuit will return to the same status as before the parties entered into the Agreement. That means that if the settlement fails the parties will go forward with further court proceedings and bear the risk of having the case dismissed or losing the case on the merits.

Records show that you may be a member of the Class and, for that reason, you may be entitled to receive a payment pursuant to the terms of a settlement agreement that has been reached with respect to the lawsuit. The settlement agreement is available for review at www.schr.org.

II. COUNSEL FOR THE PARTIES

The Class is represented by the following attorneys:

Sarah Geraghty
Southern Center for Human
Rights 83 Poplar Street NW
Atlanta, GA 30303
(404) 688-1202

Michael Caplan
Julie Stone
Caplan Cobb LLP
75 Fourteenth Street, N.E.
Suite 2750
Atlanta, GA 30309

Defendants are represented by the following attorneys:

Greg K. Hecht
Jake Zicarelli
Hecht Walker, P.C.
205 Corporate Center Drive, Suite B
Stockbridge, GA 30281

Michael D. St. Amand
Gray, Rust, St. Amand, Moffett & Brieske, LLP
1700 Atlanta Plaza
950 East Paces Ferry Road
Atlanta, GA 30326

III. PROPOSED SETTLEMENT

If it is finally approved, the Agreement will result in the dismissal of the lawsuit with prejudice and the release of those claims that were or could have been asserted by the Representative Plaintiffs or any other Class Member against Defendants in connection with the allegedly excessive pay-only probation fees. The Agreement contains all of the terms of the settlement and is available for review at www.schr.org or by contacting Class Counsel, who will provide a copy of the Agreement upon request by any Class Member.

Certification of a Class

The Court has certified, for settlement purposes, a Class consisting of each individual who meets the following requirements:

- (1) the person was sentenced to “pay only” probation as defined by O.C.G.A. § 42-8-103 by the Municipal Court of Atlanta, Georgia on or after July 1, 2015; and
- (2) the person was subsequently charged and paid to Defendant Sentinel Offender Services, LLC at least one enrollment or administrative fee of \$20 and supervision fees of at least \$81 for a single sentencing event (defined as a single sentencing order whether said order references multiple cases or imposes consecutive sentences)

Payment to Individual Class Members

The settlement agreement provides that Sentinel will fund a Class Fund, which will be distributed to Class Members as follows:

Each responding Class Member will be entitled to a Restitution Amount of \$23.00 and a Damages Amount of \$30.00.

Attorney’s Fees

Class Counsel have prosecuted this litigation without receiving attorney’s fees, and have advanced all of the costs necessary to investigate and litigate the case. The parties have agreed that Class Counsel will receive attorney’s fees and costs of \$30,000, subject to Court approval upon Plaintiffs’ attorneys submitting a fee petition to the Court. The amount of attorney’s fees and expenses awarded to Class Counsel will not impact the amount of money paid to members of the Class.

Class Representatives’ Compensation

Representative Plaintiffs Stacey Adams and Jerry Saint Vil will each be paid \$5,000 as compensation for their services as named plaintiffs in the lawsuit. The amount paid to the

Representative Plaintiffs will not impact the amount of money paid to the other members of the Class.

Entry of Final Judgment and Release

The Agreement is subject to final approval by the Court. If the settlement is approved, the Class Members will be bound by the terms of the settlement and any order of the Court that finally approves the settlement and dismisses the lawsuit. If the settlement is approved, the Court will enter a judgment dismissing with prejudice all claims against Defendants that arise from the collection of allegedly excessive fees during the period covered by the Agreement. Under the terms of the Agreement, the Class Members will release Defendants and their respective agents, officers, employees, officials, and personal representatives from any and all claims, demands, suits, or causes of action of any nature or description that concern the allegedly excessive pay only probation fees. The full text of this release is contained in the Agreement.

IV. RIGHTS OF CLASS MEMBERS

If you are a Class Member, you have the following options:

Option 1: Request money owed to you under the terms of the Agreement. If you are a Class Member and are entitled to compensation, you may request the money owed to you under the terms of the Agreement by completing Section I of the Response Form that is attached hereto, and return it to Southern Center for Human Rights, Attn: Adams Settlement, 83 Poplar Street NW, Atlanta, GA 30303. The Response Form must be received **no later than November 19, 2018**.

If you receive any money due to you under the terms of the Agreement, you will be bound by any judgment or other final disposition of the lawsuit, including the release of claims and dismissal of the lawsuit with prejudice as provided in the Agreement. You will give up any and all legal and equitable rights you ever had, or now have, or hereafter may have against Defendants and their respective agents, officers, employees, officials, and personal representatives as a result of the collection of allegedly excessive fees during the time period covered by the Agreement.

Option 2: Exclude yourself from the Class. You may request to “opt out” of the Class. If you elect to be excluded from the Class, you will not be bound by any judgment or settlement of the lawsuit, nor will you receive any of the benefits of the class action including the payment to you of any money. You will retain, and be free to pursue, any claims that you may have on your own behalf. In order to be excluded from the Class, you must complete Section II of the Response Form that is attached hereto, and return it to Southern Center for Human Rights, Attn: Adams Settlement, 83 Poplar Street NW, Atlanta, GA 30303. The Response Form must be received **no later than November 19, 2018**.

Option 3: Object to the Agreement. Even if you desire to remain a Class Member, you may file an objection to the Agreement by yourself or through counsel at the final approval hearing to be held in this case. If you wish to file an objection, you must do so **no later than**

November 19, 2018 by filing a letter with the Clerk of the United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building, 2211 United States Courthouse, 75 Ted Turner Drive SW, Atlanta, GA 30303-3309. The letter should reference this lawsuit (including the case number listed at the top of this notice) and include: (1) a statement of each objection being made; (2) a detailed description of the legal authorities underlying each such objection; (3) a statement of whether the objector intends to appear at the final approval/fairness hearing; (4) a list of witnesses who the objector may call by live testimony, oral deposition testimony, or affidavit during the final approval/fairness hearing; and (5) a list of the exhibits that the objector may offer during the final approval/fairness hearing, along with copies of those exhibits. Any Class Member who does not file an objection within the time and in the manner described above will be forever barred from raising any objection to such matters in the event that the Agreement is approved by the Court.

Option 4: Enter an appearance or intervene. Even if you desire to remain a Class Member, you may enter an appearance in the lawsuit or seek to intervene in the lawsuit. Any request for intervention must be by motion and must comply with the Federal Rules of Civil Procedure. All entries of appearance or motions to intervene must be made **no later than November 19, 2018**. Any Class Member who does not file a request for intervention within the time and in the manner described above is forever prohibited from seeking to intervene in this lawsuit.

If you are a Class Member, your failure to exercise one of the four options listed above in the manner prescribed in the Agreement (including satisfaction of all deadlines) will cause you to forfeit any money that you would otherwise be owed under the Agreement, and will forever bar you from raising any claim against Defendants for collection of allegedly excessive fees during the period covered by the Agreement.

V. FAIRNESS HEARING AND FINAL APPROVAL OF AGREEMENT

A final fairness hearing will be held by the Honorable Steve C. Jones at the United States Courthouse, 75 Ted Turner Drive, SW, Courtroom 1907, Atlanta, GA 30303-3309, at 10:00 a.m. on December 13, 2018. The purpose of the hearing is for the Court to determine (1) whether the lawsuit should be finally certified as a class action for the purposes of settlement; (2) whether the Agreement should be finally approved as fair, reasonable, and adequate; and (3) whether any properly filed objections are valid.

Members of the class who do not object to the settlement or any other matter to be considered at the final approval hearing need not attend the hearing.

VI. SCOPE OF SETTLEMENT PROPOSAL

If the settlement is approved, the terms of the Agreement will be final and binding upon (1) all Class Members except those who timely and properly request to be excluded from the Class; (2) any present, former, and future spouse, heir, executor, administrator, representative, agent, attorney, partner, successor, predecessor-in-interest, assignee, employee, insurer, or other

party standing in the shoes of any Class Member; and (3) Defendants Sentinel Offender Services, LLC, and Mark Contestabile, Tim Lewis and Steve Queen.

VII. ADDITIONAL INFORMATION

Pleadings and other records in this litigation may be accessed by contacting the Clerk of the United States District Court for the Northern District of Georgia at (404) 215-1655 for instructions, or at the Public Access to Court Electronic Records (PACER) database maintained by the Administrative Office of the U.S. Courts and available online at www.pacer.gov. **Please do not telephone the Clerk's Office or the Judge's chambers for questions about the information contained in this notice.**

Date: October 23, 2018.