UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

SEVIER COUNTY SCHOOLS FEDERAL CREDIT UNION, ET AL.,

Plaintiffs,

v.

BRANCH BANKING TRUST & COMPANY,

Defendant.

Civil Action No.: 3:19-cv-138

Judge Travis R. McDonough

Magistrate Judge Debra C. Poplin

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS, AND APPROVAL OF CLASS NOTICE

Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs, individually and on behalf of the proposed *Settlement Class*, hereby submit this unopposed motion for preliminary approval of class action settlement agreement [*see Settlement Agreement,* Doc. 273], conditional certification of settlement class, and approval of class notice. Plaintiffs respectfully move this Honorable Court for entry of an Order: (1) granting preliminary approval of the *Settlement*; (2) approving the *Notice Plan*; (3) conditionally certifying the *Settlement Class*; (4) approving the form and content of the notices to be provided to the Class Members in the manner proposed in Exhibits A and B to the *Settlement Agreement*; (5) appointing *Class Representatives*; (6) appointing Gregory Brown, W. Scott Hickerson, and G. Alan Rawls of Lowe Yeager & Brown, PLLC and Donald Vowell of The Vowell Law Firm as Co-Lead *Class Counsel*; (7) appointing The Trial & Litigation Company, LLC ("TLC") as the *Settlement Administrator*; and (8) scheduling a *Final Hearing* to consider entry of a final order approving the *Settlement*, final certification of the *Settlement Class*, and the request for attorneys' fees, costs, and expenses, and *Incentive Awards*.

I. INTRODUCTION

This class action matter arises from Plaintiffs' allegations that they and others similarly situated have sustained damages as a result of BB&T's breach of contract. More specifically, Plaintiffs allege that they and all other class members opened "high-interest Money Market Investment Accounts" (MMIAs) with First National Bank of Gatlinburg (one of BB&T's predecessor banks). The key feature of the "high-interest" MMIAs was that the subject accounts had an interest rate that was "guaranteed [to] never fall below 6.5%!" – a guarantee that was contained in various writings and confirmed through the course of conduct of BB&T and its predecessor banks. That guaranteed rate was honored for more than 25 years and spanned multiple bank mergers/acquisitions until BB&T, in 2018, precipitously dropped the interest rate on all of the subject accounts below of the guaranteed floor of 6.5%, first to 1.05% or 0.75%, and then to 0.01%, effectively doing away with a meaningful rate entirely. This suit followed. While Defendant denies Plaintiffs' allegations that it breached any applicable contract associated with the subject accounts and disputes the damages Plaintiffs assert, BB&T has agreed to settle all claims against it on a classwide basis. Plaintiffs therefore have moved for preliminary approval of the proposed class action settlement (the "Settlement") of this lawsuit (the "Action") and, in support thereof, submit the instant memorandum. The terms of the Settlement are set forth in the Class Action Settlement Agreement (hereinafter the "Agreement") filed herewith. BB&T does not oppose the Plaintiffs' Motion.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

The Complaint alleges that BB&T has breached a contract entered into by its predecessor bank [First National Bank of Gatlinburg] by doing away with an interest rate that was "guaranteed to never fall below 6.5%!" on certain accounts known as Money Market Investment Accounts

("MMIAs"). Doc. 1-1 (JA#2[1]) and Doc. 87 (JA#7). The contract is found in several documents including the account brochure (applicable to all accounts) and a promotional letter signed by the Bank President and CEO.

In 1992, FNB sent a notice to all of the MMIA customers offering to convert the MMIAs to "Maintenance Accounts." The class members switched their accounts to the Maintenance Accounts. The accounts were acquired by BankFirst when it merged with FNB in 1997. And, when BankFirst merged with BB&T in 2001, BB&T inherited the Subject Accounts and converted them to MRSAs. Then, on or about January 30, 2018, BB&T sent the account holders what it called a "Disclosure" which stated that the interest rate would be dropping and would ultimately be reduced to 0.01%. *See* Doc. 87-6 (JA#16); *see also Sevier Cnty. Sch. Fed. Credit Union v. Branch Banking & Tr. Co.*, 990 F.3d 470, 474–75, 2021 WL 834010 (6th Cir. 2021), cert. denied, 142 S. Ct. 2770 (2022). The Bank, as part of what it called a "Grandfathered Interest rate Change Project," thus did away with the 6.5% interest rate and replaced it with the interest rate of 0.01%. *See* Doc. 87-6 (JA#16) and BB&T's Spreadsheet, "Grandfathered Interest rate Change Project," (Doc. 248-1, JA:Loc:63). That action led to the present lawsuit.

BB&T representatives have consistently testified that the 6.5% interest rate was not a fraud, trick, or scam. Brewer:34-35,84-86, Doc. 235-11 (JA#28). Nonetheless, the "stakeholders" at BB&T "decided that they didn't have to honor the guaranteed interest rates." *Id*. One of BB&T's decision-making "stakeholders" (also BB&T's Rule 30(b)(6) corporate representative), Matthew Carson, testified that there never was a guaranteed interest rate because the signature cards (signed by some account holders) allowed FNB to "adjust" the interest rate, with the guaranteed interest

[1] The Joint Appendix [JA] is filed at Doc. 253.

rate thus being rendered a nullity. Carson/BB&T Corporate Deposition, pp. 49,77,89,92-94,101-102,207 JA:Loc:36.

Based on the facts, Plaintiffs moved for class certification (Doc. 262) and both sides moved for the entry of summary judgment in their favor (Docs. 251 and 254). While Plaintiffs believe their claims are meritorious, BB&T has denied and continues to deny that it breached any contract it may have had with the subject accountholders and denies all allegations of wrongdoing or liability against it in the Action.

While significant motions were pending before this Court, the parties submitted the case to mediation beginning on December 15, 2023, and, on December 19, 2023, they agreed to settle all claims on a classwide basis.

In order to reach the Settlement, the terms of which have been memorialized in the Settlement Agreement provided herewith, the parties conducted substantial formal discovery, including written discovery requests and numerous depositions. The Court initially dismissed the action, resulting in an appeal in which the Court of Appeals reversed the dismissal and remanded for further proceedings. On remand, the Plaintiffs took part in some sixteen depositions of witnesses, including five BB&T representatives, and successfully pursued numerous discovery-related and other motions, in addition to the motions for class certification and motions for summary judgment (filed by both sides). The motions for class certification and summary judgment were pending when the Settlement was reached.

Plaintiffs now seek court approval of their mediated settlement as presented herein and in the Settlement Agreement.

III. THE PROPOSED CLASSWIDE SETTLEMENT

A. Settlement Class Members

The Settlement Class is defined as those individuals or entities that (1) had a Money Rate Savings Account at BB&T on the *Benchmark Date* of February 1, 2018, which was initially opened as Money Market Investment Accounts at First National Bank of Gatlinburg between approximately 1989 and 1992. A review of BB&T's records as provided in discovery and confirmed through the testimony of BB&T's corporate representative has revealed that there are 121 members in the class.

B. Notice to the Settlement Class Members

The Settlement Agreement provides that The Trial & Litigation Company, LLC, a third-party entity proposed to serve as the Settlement Administrator, shall administer the Settlement and provide the following notice to all Class Members:

i. Direct Notice - *Notice* of the *Settlement Agreement* shall be mailed directly to all Class Members in the form attached as Exhibit A to the Settlement Agreement,

ii. Website Notice - A Settlement Website shall be established that contains Notice of the Settlement Agreement in the form attached as Exhibit B to the Settlement Agreement. Additional documents relevant to the Settlement including the Settlement Agreement itself, the Complaints, and Class Counsel's Motion for attorneys' fees, expenses, and incentive awards,

iii. Publication - Notice of the Settlement shall be published in three editions of the Mountain Press.

iv. CAFA Notice - BB&T's counsel shall be responsible for serving any Class Action Fairness Act notice ("CAFA Notice") that may be required by 28 U.S.C. § 1715 within ten (10) days of the filing of the Preliminary Approval Motion.

C. Settlement Terms and Benefits to the Settlement Class

The proposed Settlement contemplates the following terms and benefits to be provided to the Settlement Class, as provided in the Settlement Agreement:

i. Class Payment – As further set forth in the Plan of Allocation, which is attached to the Settlement Agreement as Exhibit C, Defendant will pay Six Million Three Hundred Thousand Dollars and Zero Cents ($6,300,000.00) to settle the Action and obtain a release of the claims against it and the Released Parties. All Class Members will receive notice of the settlement and will receive a check to be issued from the settlement funds in an amount equal to each Class Member's share of the settlement to be determined based on her/his/its amount on deposit in the subject accounts as of the Benchmark Date.

If any funds remain in the Settlement Fund from uncashed or undeliverable checks or from funds otherwise attributed to Class Members who opt out 90 days after the initial checks are mailed, these residual funds will be redistributed to the Final Settlement Class Members who cashed their first settlement checks in a manner consistent with their respective percentage shares. If any funds remain in the Settlement Fund from uncashed or undeliverable checks distributed pursuant to this second-round 60 days after all claims have been paid, these residual funds will be disbursed to the Legal Aid of East Tennessee ("LAET") as a *cy pres* recipient.

ii. Class Representatives' Application for an Incentive Award - Class Counsel will move the Court for an incentive award to each Named Plaintiff who is appointed to serve

as a Class Representative in an amount of $10,000.00 per Plaintiff for his/her/its service in this litigation on behalf of the Class Members.

iii. Class Counsel's Application for Fees and Expenses - Class Counsel will move the Court for an award of attorneys' fees and expenses. Class Counsel agrees that their request for attorneys' fees will not exceed one-third the Settlement Fund plus expenses. The amount of any attorneys' fees and expenses approved by the Court shall be paid from the Settlement Fund.

iv. Class Claims Administration - The payment to a third-party Settlement Administrator for all costs required to provide notice, establish the settlement website, and publish notice of the Settlement in the Mountain Press, as well as any other costs of administration shall be paid from the Settlement Fund.

v. Exclusions/Opting Out of the Settlement - Any Class Member who wishes to exclude himself/herself/itself from the Settlement Class ("opt-out") must advise the Settlement Administrator in writing of that intent, and their opt-out request must be postmarked no later than the Opt-Out Deadline. Any Class Member who does not timely comply with all requirements for opting out contained in the Settlement Agreement shall be a Final Settlement Class Member, bound by the Settlement Agreement, the Settlement, and the Release set forth in the Settlement Agreement and the orders this Court enters in relation thereto.

vi. Objections - Any Class Member who intends to object to the Settlement must file a written objection with the Court no later than the Objection Deadline and simultaneously provide a copy to Class Counsel and BB&T Counsel at the addresses set forth in the Notice. In the written objection, the objecting Settlement Class Member must

state his or her full name, current address, telephone number, the reasons for his or her objection, and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents supporting the objection must also be attached to the Objection, and if the Settlement Class Member intends to call witnesses at the Fairness Hearing, those witnesses must be identified, including providing each witness's name, address and telephone number in the Objection. Objections must be signed by the Settlement Class Member making them or by his or her counsel. Any Settlement Class Member who has timely filed a written objection, as provided for within the Settlement Agreement and the Notices provided to the Class Members, may appear at the Fairness Hearing, either in person or through an attorney hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. Any Class Member who fails to comply with the provisions of the Settlement Agreement regarding objections shall waive and forfeit any and all rights to appear separately and/or to object and shall be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

IV. STANDARD FOR CLASS CERTIFICATION

To attain certification of the proposed class, Plaintiffs must satisfy each of the four requirements of Rule 23(a), commonly referred to as numerosity, commonality, typicality, and adequacy of representation. Fed. R. Civ. P. 23(a). Because Plaintiffs seek certification under Rule 23(b)(3), they must also demonstrate that common issues predominate and that class treatment is the superior method to resolve this dispute.

A. THE REQUIREMENTS OF FED. R. CIV. P. 23(A) ARE MET.

Plaintiffs hereby incorporate their previously filed Motion for Class Certification and the documents filed in support thereof to demonstrate and establish their compliance with Rules 23(a). *See* Docs. 262, 263, and 263-1 through 263-14. Additionally, it is submitted that Defendant, as part of the Settlement Agreement reached, does not oppose certification of the proposed settlement class for purposes of settlement only.

Next, the Court must determine if "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). To adequately represent a class, a named plaintiff must show that she can act in a fiduciary role representing the interests of the class and has no interests antagonistic to the interests of the class. The United States Court of Appeal for the Sixth Circuit looks to two criteria to determine the adequacy of representation: "the representative must have common interests with unnamed members of the class; and it must appear that the representatives will vigorously prosecute the interest of the class through qualified counsel." *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 543 (6th Cir. 2012).

Plaintiffs have sufficiently demonstrated their desire and ability to vigorously prosecute this action. Since the case's inception and/or once actively involved in the litigation, Plaintiffs have maintained regular contact with their attorneys and have remained available and accessible to them. Plaintiffs recognize that, as a named plaintiff, they must represent all members in the class. The Plaintiffs' interests are aligned with those of the other Class Members and there has been no indication or suggestion that their interests may conflict with the interests of unnamed Class Members. *See id.* For the foregoing reasons, it is requested that the Court conclude that Plaintiffs have and will continue to provide fair and adequate class representation in satisfaction of the fourth prong of Fed. R. Civ. P. 23(a). And, again, it is submitted that Defendant, as part of the settlement

agreement reached, does not oppose the Plaintiffs have and will fairly and adequately protect the interests of the class in this matter and are thus qualified to serve as the Class Representatives for purposes of settlement only.

Appointment of Class Counsel is also one of the obligations of the trial court. The Court may consider any "matter pertinent to counsel's ability to fairly and adequately represent the interests of the class," Fed. R. Civ. P. 23(g)(1)(B). However, Fed. R. Civ. P. 23(g)(1)(A) sets forth four (4) factors which must be considered by the Court in order to satisfy its obligations. Those factors are: (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A).

For the reasons stated in Plaintiffs' Motion to Appoint Interim Class Counsel [Doc. 159] and supporting declarations [Docs. 159-2 through 159-5], this Court should find that the counsel chosen by Plaintiffs meet the standards imposed by Rule 23. Plaintiffs' counsel has the experience necessary to adequately represent the Plaintiffs and the Class Members and, from the outset, have vigorously pursued this action on behalf of Plaintiffs and the proposed class members. In doing so, they have demonstrated their ability to represent the Plaintiffs and the class members before this Court, and, have worked diligently with Defendant's Counsel in reaching a meaningful settlement in the best interest of all the parties. Finally, Defendant does not oppose the appointment of Gregory Brown, W. Scott Hickerson, and G. Alan Rawls of Lowe Yeager & Brown, PLLC and Donald Vowell of The Vowell Law Firm to represent the proposed class for purposes of settlement only. As such, Plaintiffs' Counsel should be appointed as Class Counsel.

B. THE REQUIREMENTS OF FED. R. CIV. P. 23(b)(3) ARE MET

In addition to meeting the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 23(a), the proposed class must also meet one of the three provisions of Rule 23(b).

For certification under Fed. R. Civ. P. 23(b)(3), a two-pronged test must be met. First, "questions of law or fact common to class members must be found to predominate over questions affecting only individual members." Fed. R. Civ. P.23(b)(3). Additionally, the Court must find that "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." *Id.* In reaching its conclusions, the Rule requires a Court to consider the interests of individual members of the class in controlling their own individual litigation, the nature and extent of any existing parallel litigation, the desirability of concentrating the litigation in one forum and the manageability of the class action. Fed. R. Civ. P. 23(b) (3); *see also Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 615-16 (1997).

To establish their compliance with 23(b)(3), Plaintiffs hereby incorporate their previously filed Motion for Class Certification and the documents filed in support thereof. (Docs. 262, 263, and 263-1 through 263-14). It is further noted that, as part of the settlement, Defendant does not oppose that the requirements of Fed. R. Civ. P. 23(b)(3) have been met in this matter for the settlement class.

V. THE SETTLEMENT SHOULD BE GIVEN PRELIMINARY APPROVAL AS IT IS FAIR, REASONABLE, ADEQUATE AND THE PRODUCT OF DILIGENT INVESTIGATION, LITIGATION AND NEGOTIATION

Given counsels' thorough analysis of the legal and factual issues raised by this case, this litigation has reached the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their cases" sufficient to support the Settlement. *Boyd v. Bechtel Corp.*, 485 F. Supp.

610, 617 (N.D. Cal. 1979). Based on their experience with these types of cases and analysis of the issues raised herein, counsel share the view that this is a fair and reasonable settlement and in the best interests of the Class. Because of the detailed legal and actual analysis conducted by counsel for both parties, their endorsement of the Settlement "is entitled to significant weight" in deciding whether to approve the Settlement. *Fisher Bros. v. Cambridge Lee Industries, Inc.*, 630 F. Supp. 482, 488 (E.D. Pa. 1985); *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal.1980). Courts should not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. *National Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

Both Plaintiffs and their counsel firmly believe that the settlement here is fair, reasonable, and adequate, and in the best interests of class members. A strong initial presumption of fairness should attach to the proposed settlement because it was reached by well-qualified counsel engaged in arm's-length negotiations. Courts accord great weight to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation. *See Thacker v. Chesapeake Appalachia LLC*, 695 F. Supp. 2d 521, 532 (E.D. Ky. 2010) ("In deciding whether a proposed settlement warrants approval, the informed and reasoned judgment of plaintiffs' counsel and their weighing of the relative risks and benefits of protracted litigation are entitled to great deference."); *In re Skechers Toning Shoe Prod. Liab. Litig.*, No. 3:11-MD-2308-TBR, 2013 WL 2010702, at *6 (W.D. Ky. May 13, 2013) (same).

Correspondingly, BB&T supports this settlement and preliminary approval. Accordingly, Plaintiffs respectfully request that this Court preliminarily approve the Class Settlement.

VI. PLAINTIFFS REQUEST AN ORDER APPROVING THE PROPOSED CLASS SETTLEMENT

The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." *In re Gen. Motors*, 55 F.3d 768, 784 (3d Cir.1995). Likewise, the public interest favors preliminary approval. In applying all of these aforementioned factors, this Court should be guided foremost by the general principle that settlements of class actions are favored by the courts. See, e.g., *UAW v. General Motors Corp*, 497 F.3d at 632 (6th Cir. 2007) (noting the "federal policy favoring settlement of class actions"); *Date v. Sony Elecs., Inc*., No. 07-15474, 2013 WL 3945981, at *5 (E.D. Mich. July 31, 2013) ("Settlement of class action litigation is strongly favored in the law and as a matter of federal policy."); NEWBERG, § 11.41 ("The compromise of complex litigation is encouraged by the courts and favored by public policy.").

Because the requirements of Fed. R. Civ. P. 23 have been met for purposes of effecting this settlement, Plaintiffs request that the defined class be conditionally certified for settlement purposes and jointly request that the Court grant Preliminary Approval. Plaintiffs respectfully request that the Court approve and adopt the attached proposed "Settlement Agreement."

By settling this matter, both sides avoid the expense of class certification, trial and uncertainty of outcome. If this matter proceeded to trial the net value of the recovery would be further decreased due to the costs of litigation including but not limited to the costs of preparing for trial and, possibly, the costs of engaging in interlocutory and/or post-trial matters, including the lodging of appeals.

The Settlement reached by the parties and the negotiated terms set forth in the proposed Settlement Agreement are fair, adequate and reasonable for all involved. Therefore, the

circumstances of this matter, as discussed above, heavily weigh in favor of approving the proposed settlement.

VII. THE PROPOSED NOTICE PROGRAM PROVIDES ADEQUATE NOTICE AND SHOULD BE APPROVED

Once preliminary approval of a class action settlement is granted, notice must be directed to class members. For class actions certified under Rule 23(b)(3), "the court must direct to class members 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). In addition, Rule 23(e)(1) applies to any class settlement and requires the Court to "direct notice in a reasonable manner to all class members who would be bound by a proposal." Fed R. Civ. P. 23(e)(1). When a court is presented with a classwide settlement prior to the certification stage, the class certification notice and notice of settlement may be combined in the same notice. Manual, § 21.633 at 321-22 ("For economy, the notice under Rule 23(c)(2) and the Rule 23(e) notice are sometimes combined."). This notice allows the settlement class members to decide whether to opt out, participate in the class, or object to the settlement. *Id.*

The requirements for the content of class notices for (b)(3) classes are specified in Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii). In addition to meeting the specific legal requirements of Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii), the Notices here, attached as Exhibits A and B to the Settlement Agreement and further articulated herein, accurately inform Settlement Class Members of the salient terms of the Settlement Agreement, the Settlement Class definition, the final approval hearing, and the rights of all parties, including the rights to file objections and to opt-out of the Settlement.

VIII. THE COURT SHOULD APPOINT THE TRIAL & LITIGATON COMPANY AS CLASS ADMINISTRATOR

Plaintiffs request that the Court appoint The Trial & Litigation Company ("TLC") as the third-party Settlement Administrator in this matter. Founded in 2018, The Trial & Litigation Company, LLC ("TLC"), has provided a variety of litigation support to attorneys, including evidence gathering and production, document management, courtroom technology, service of process, and other services related to the litigation and trial of complex lawsuits. In connection with the instant action, TLC had direct contact with dozens of class members and is ideally suited to continue to manage that contact as the Settlement Administrator. The individual who would be tasked with administering the Settlement is TLC Litigation Support Specialist, Christian Fischle. TLC has significant experience in litigation support and project management and, under the circumstances and given the size of the Class, is qualified and has the capacity to serve as the Settlement Administrator.

IX. CONCLUSION

Plaintiffs submit that this action meets all prerequisites for certification as a class action. As discussed above and in the incorporated filings, there are common issues of law and fact that predominate over individual issues and, given the facts and circumstances of the instant case, a class action is a superior method of adjudication. The parties have also reached an agreement to settle and resolve all claims which is fair, adequate and reasonable. For these reasons, Plaintiffs request the Court grant their Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement, Conditional Certification of Settlement Class, and Approval of Class Notice and enter an Order, similar to that proposed as Exhibit D to the Settlement Agreement, that includes the following provisions:

(1) Grants preliminary approval of the Settlement;

(2) Approves the Notice Plan and directs notice of the Settlement to be provided to the Cass Members as set forth in the Settlement Agreement, including approving the form and content of the Notice;

(3) Conditionally certifies the Settlement Class;

(4) Appoints Plaintiffs as Class Representatives;

(5) Appoints Plaintiffs' counsel as Co-Lead Class Counsel;

(6) Appoints The Trial & Litigation Company, LLC ("TLC") as the Settlement Administrator; and

(7) Schedules a Final Hearing to consider entry of a final order in this matter.

Respectfully submitted,

/s/ Donald K. Vowell
Donald K. Vowell, (#006190)
THE VOWELL LAW FIRM
6718 Albunda Drive
Knoxville, TN 37919
865/292-0000
865/292-0002 fax
don@vowell-law.com

Gregory Brown, (#027944)
W. Scott Hickerson, (#026369)
G. Alan Rawls, (# 038300)
LOWE YEAGER & BROWN, PLLC
920 Volunteer Landing, Suite 200
Knoxville, TN 37915
865/521-6527
865/637-0540 fax
gb@lyblaw.net
wsh@lyblaw.net
gar@lyblaw.net

Attorneys for the Plaintiffs

CERTIFICATE OF SERVICE

Counsel hereby certifies that on February 6, 2024, a copy of the foregoing document was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/ W. Scott Hickerson