

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

PEYTON PRATT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 3:24-cv-01508
	)	
THE METROPOLITAN	)	
GOVERNMENT OF NASHVILLE	)	
AND DAVIDSON COUNTY,	)	
TENNESSEE,	)	
	)	
Defendant.	)	

ORDER

Before the Court is Plaintiff’s Unopposed Motion for Final Settlement Approval (Doc. No. 25). Previously, the Court entered an Order for settlement purposes that preliminarily approved the Settlement Agreement, approved and certified the Settlement Class, and approved, after modification, the proposed notice to Class. (Doc. No. 20).

On October 30, 2025, the Court held a Final Fairness hearing with counsel, no objections were lodged before or at the final hearing, no persons appeared and the parties reaffirmed their request for final approval.

Specifically, the Court makes the following findings of fact and conclusions of law:

1. The Court has subject matter jurisdiction.
2. The Court finds that the Settlement Agreement satisfies all prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and 23(b)(3). The Settlement Class is defined as “All property owners who paid the stormwater capacity fee under Metro Code of Laws § 15.64.035 from January 1, 2024, to January 5, 2025.” This Class satisfies the numerosity, commonality, typicality, and adequacy-of-representation requirements of Rule 23 (a). The

record supports that:

- a. the potential Settlement Class contains 361 Class Members;
- b. the claims of the Class Representative are typical of those of the other Class Members;
- c. there are questions of fact and law that are common to all Class Members; and
- d. the Class Representative have fairly and adequately protected the interests of the Settlement Class through experienced Class Counsel, who have and will continue to adequately represent the SettlementClass.

3. The Court hereby confirms certification of the Settlement Class for settlement purposes only. The Court also confirms the prior appointment of Peyton Pratt as the Class Representative for the Settlement Class, and Wencong Fa and Ben F. Stormes III of the Beacon Center of Tennessee as counsel for the Settlement Class (“Class Counsel”).

4. Notice to the Settlement Class, as required by Rule 23(e) of the Federal Rules of Civil Procedure, has been accomplished in accordance with the Court’s Order, (Doc. No. 20), and Settlement Agreement (Doc. No. 15-3). *See also* (Declaration of Shawna Rodriguez, Doc. No. 25-1). The mailed Notice Packages fully apprised the Class Members of the terms of the Settlement Agreement and of their options to participate in, object to, and be excluded from the Settlement. This, coupled with the additional information contained on Defendant’s website, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

5. Having considered all relevant factors for determining the fairness of the Settlement, the Court concludes that all factors weigh in favor of final approval. Class Counsel and Mr. Pratt adequately represent the Settlement Class, and the terms of the Settlement

Agreement are the product of arm's-length negotiations between the Parties and their experienced counsel. The complexity, expense, and likely duration of continued litigation and the risks involved in establishing liability and damages and in maintaining class action status through trial and appeal further weigh in favor of the Settlement. The Class Members are also treated equitably in that each Class Member, like Mr. Pratt, is eligible for reimbursement for the full amount of what they paid into the stormwater capacity fee, excluding interest. Importantly, no Settlement Class Members objected to the Settlement during the objection period.

6. The Court approves an award of \$5,000 as a reasonable payment for Attorney's Fees that shall be paid by Defendant to Class Counsel as provided in the Settlement Agreement.

7. The Settlement Agreement submitted by the Parties is finally approved pursuant to Fed. R. Civ. P. 23(e) as being fair, reasonable, adequate, and in the best interests of the Settlement Class. It shall be binding on Plaintiff, Defendant, and the Settlement Class. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms.

8. The case is hereby **DISMISSED WITH PREJUDICE**.

9. The Court retains jurisdiction for the purpose of construing, enforcing, and administering the Settlement Agreement.

10. The Clerk is hereby directed to enter this Final Judgment.

IT IS SO ORDERED.



WAVERLY D. CRENSHAW, JR.
UNITED STATES DISTRICT JUDGE