

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**IF YOU WERE A RESIDENT AT TRINITY TEEN SOLUTIONS, INC. LOCATED IN POWELL, WYOMING FROM NOVEMBER 27, 2010, UNTIL ITS CLOSURE AND HAD TO PERFORM AGRICULTURAL OR MANUAL LABOR WITHOUT PAY, YOU ARE A MEMBER OF A CLASS ACTION LAWSUIT (“CLASS MEMBER”) AND YOU MAY BE ENTITLED TO A MONETARY AWARD**

**PLEASE READ THIS NOTICE OF PROPOSED CLASS ACTION SETTLEMENT CAREFULLY BECAUSE YOUR LEGAL RIGHTS WILL BE AFFECTED.**

**\*\*\*DEADLINE TO RESPOND IS August 4, 2025\*\*\***

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The Purpose of this Notice (“Notice”) is to inform you that:

The lawsuit known as *Carlie Sherman and Amanda Nash v. Trinity Teen Solutions, Inc. et al.*, Docket No. 2:20-CV-215-SWS (the “Lawsuit”) has reached a settlement following a mediation with the Honorable Irma E. Gonzales (Ret.) held on February 27, 2025. Each side was represented by counsel during the mediation. In this case there were three mediations with three different mediators. The litigation has been pending since November 25, 2020.

At the conclusion of mediation before Judge Gonzales, the Named Plaintiffs, Carlie Sherman and Amanda Nash, entered into a settlement agreement with Trinity Teen Solutions, Inc. and its owners/employees to settle the forced labor Trafficking Victims Protection Reauthorization Act claims of former Trinity Teen Solutions residents. In the Lawsuit, the Named Plaintiffs alleged that they were supposed to receive therapy and schooling to address their behavior but instead were required to perform ranch and other manual labor in adverse conditions. The Defendants deny these allegations.

The District of Wyoming certified a Class in this Lawsuit. This is the definition of the Class approved by the District of Wyoming federal court: From November 27, 2010, to the present, Plaintiffs, and all similarly situated persons who received treatment from Defendant Trinity Teen Solutions, Inc. and were subject to the provision of "agricultural labor" (as defined [in] 26 CFR § 31.3121(g)(1)) or any other manual labor to one or more of the Defendants without payment for said labor. If you meet this definition, then you may be entitled to a monetary award under the settlement. There are approximately 264 people in the Class.

In order to settle the claims, the insurance carrier for Trinity Teen Solutions, Inc., Jerry D. Woodward, Angela C. Woodward, Kyle Woodward, Kara Woodward, and Dally-Up, LLC (“Defendants”) have agreed to pay \$2.3 million to the Class Members. Net proceeds will be distributed to Class Members after deduction of attorneys’ fees of 40%, costs of \$150,000 for settlement administration, and incentive awards to Ms. Sherman, Ms. Nash, and Ms. Anna Gozun of \$15,000.00 each. The amount to be paid to each Class Member shall be based upon the total number of days that each Class Member resided at Trinity Teen Solutions.

If you would like to make a claim to receive a monetary award, YOU MUST TAKE THE FOLLOWING ACTION BY August 4, 2025:

Complete and return a claim form to the Claims Administrator, CMM Settlement Solutions no later than August 4, 2025 by one of the following means:

1. By email transmission to CMM Settlement Solutions at: [cmmlegalsettlements@gmail.com](mailto:cmmlegalsettlements@gmail.com)
2. By mail to CMM at: P.O. Box 17233, Memphis TN 38187.

Whether you submit a claim or not, unless you already opted out of the Class, you will be bound by the terms of the settlement agreement. This includes a full release of claims of any kind whatsoever that could have been raised or that arise in any way out of, relate to any facts that were alleged, or are in connection with the Lawsuit. This will prevent you from separately suing Defendants for claims released by this settlement. Another term of the settlement agreement will restrict you from making any remarks, comments, or statements that tend to impugn the character, physical or mental condition, honesty, integrity, morality, business acumen, or abilities of the Defendants. You may make true statements about your experiences.

Further, you may object to the settlement agreement by submitting a written objection no later than thirty days before the Final Approval Hearing to the Court. Your objection can challenge the fairness of the settlement. The deadline for opting out of the settlement agreement or the Class has passed. A written objection must state the following:

- The case name and case number and the objecting Class Member's full name, signature, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any.
- The grounds for all objections, stated with specificity.
- Any evidence the objecting Class Member wishes to introduce in support of the objections.
- Whether the objection applies only to the objector, to a specific subset of the class, or to the entire Class.
- Proof of membership in the Class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel.
- If appearing at the Final Approval Hearing, the identity of any witnesses the Class member intends to have testify and copies of any exhibits the Class Member intends to introduce into evidence.

Any Class Member who fails to object to the settlement agreement in the manner described above shall be deemed to have waived any 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 agreement by appeal or other means.

The settlement agreement is subject to final Court approval. If the Court approves the settlement agreement and you are a Class Member and do not make a claim or have not previously opted out, then you will not be entitled to collect any monetary award.

If you have any questions about the Settlement Agreement, you may call the Notice Administrator at 1-888-415-8886, any of the Class Counsel lawyers, or you may visit [www.trinityranchclassaction.com](http://www.trinityranchclassaction.com) where you may view court documents including the proposed settlement agreement, the parties' filings and the District of Wyoming's orders pertaining to the settlement agreement, the First Amended Complaint that sets forth the claims, and other updates about the case.