

**IMPORTANT NOTICE
TO PRE-ADJUDICATION JUVENILES AT THE
CABARRUS REGIONAL JUVENILE
DETENTION CENTER**

**ABOUT A PROPOSED SETTLEMENT OF A CLASS
ACTION AFFECTING THE POLICIES AND
PROCEDURES FOR ROOM CONFINEMENT**

A proposed settlement has been reached in a federal civil rights class-action lawsuit filed against the North Carolina Department of Public Safety (“NCDPS”), entitled *John Doe 1, et al. v. North Carolina Department of Public Safety, et al.*, No. 1:24-CV-00017-CCE-JGM.

This lawsuit challenges the use of room confinement for juveniles held at the Cabarrus Regional Juvenile Detention Center (the “Cabarrus JDC”). If you are a juvenile who is now or will be detained at the Cabarrus JDC prior to the adjudication of your case, then you are a member of the class.

The defendants and the lawyers for the class members have reached a settlement agreement that they believe is fair to both sides. This notice explains the proposed settlement agreement, how you can read it, and how you can tell the Court whether you think it is fair. The settlement agreement is long, and its terms are complex. This is only a brief summary of key terms of the settlement agreement. A copy of the settlement agreement is available for you to read in the unit in which you are housed at the Cabarrus JDC.

1. What is this lawsuit about?

Plaintiffs brought this lawsuit because they allege that NCDPS was keeping them in solitary confinement in violation of their rights under the U.S. Constitution. Plaintiffs asked the Court to order that practice to stop.

This lawsuit does not involve money damages, so whether this case settles or goes to trial, no juveniles will obtain money from NCDPS or any other defendant in this case. Nothing in the Proposed Settlement prevents you from filing a separate lawsuit for money against NCDPS or any other defendant.

The following officials employed by NCDPS are named as defendants in this lawsuit: Jeffrey Smythe, Secretary of the North Carolina Department of Public

Safety; William L. Lassiter, Deputy Secretary of the Division of Juvenile Justice and Delinquency Prevention; and Tiea Daniels, Facility Director of the Cabarrus JDC.

During the whole case, the NCDPS and the other individual defendants have denied that their actions violate the Constitution.

If the lawsuit is not settled, trial is currently scheduled to begin in October 2026.

2. Who are the members of the class?

Any juvenile detained at the Cabarrus JDC prior to the adjudication of their case is a member of the class.

3. What are the major parts of the settlement?

The class and NCDPS and the individual defendants have proposed an agreement that will, if approved by the Court, settle this case. A summary of the major provisions of the Settlement Agreement are as follows:

- A. NCDPS can only use room confinement (sometimes referred to as temporary room confinement, TRC, TC, administrative room confinement, ARC, AC, or lockdown) for the following reasons:
 - a. If a juvenile poses an immediate threat to the physical safety of other juveniles or staff members and NCDPS staff have tried all other measures to address the threat. If that happens, NCDPS has to let the juvenile out of room confinement once the juvenile is no longer a threat to the physical safety of others.
 - b. If a nurse or doctor decides that room confinement is necessary for a medical reason, such as the juvenile has covid and might infect other juveniles or staff.
 - c. If a severe weather event makes room confinement necessary.
 - d. If a riot or other large security issue occurs.
 - e. If the Cabarrus JDC has so few staff that it cannot safely let juveniles out of their rooms. If that happens, the Settlement Agreement

requires NCDPS to do things like rotating groups of juveniles out of their cells so that the staffing shortage does not result in long periods of confinement. Juveniles in room confinement during staffing shortages have to get recreation time and educational instruction.

- B. NCDPS can never use room confinement as a punishment for violating a policy or rule. That means that staff cannot put a juvenile in room confinement for a set amount of time for breaking a rule.
- C. Except in exceptional circumstances, all juveniles shall be given the opportunity to eat at least two meals outside of their rooms if they are not in room confinement.
- D. NCDPS staff cannot place the flaps up on a juvenile's cell unless the juvenile wants the flaps up or a law, such as PREA, requires it.
- E. If a juvenile is in room confinement for more than eight (8) consecutive waking hours, NCDPS must have a mental health professional visit the juvenile.

4. Who will decide if NCDPS is complying with the settlement?

It is expected that Teresa Abreu will be the "Monitor," the person who will monitor and report to the Court if NCDPS is following the Settlement. She will visit the Cabarrus JDC to see if the staff are following the requirements of the Settlement Agreement. She can also meet with any juveniles or staff members. All conversations with the Monitor will be confidential, and the privacy of all juveniles will be protected.

The Monitor will write a report twice a year about whether and how NCDPS is following the Settlement Agreement. The Monitor will state whether NCDPS is complying with the Settlement Agreement, is partially complying with the Settlement Agreement, or is not fully complying with the Settlement Agreement.

The Monitor will provide a draft report to the lawyers for the class members and to NCDPS and the individual defendants. Each side may make suggestions for changes. The Monitor's final reports will be posted on the NCDPS website.

5. How is the Settlement Agreement enforced?

If the class members and their lawyers decide that NCDPS is not following the agreement, the lawyers for the juveniles will notify NCDPS and try to resolve the problems. If those discussions are unsuccessful in resolving the problem, the lawyers for the juveniles may ask the Court to order NCDPS and the individual defendants to comply with the Settlement Agreement, or to hold NCDPS and/or the individual defendants in contempt of court, or both. If NCDPS is doing something that threatens immediate, irreparable harm to any juveniles, the lawyers for the juveniles may ask the Court to order certain actions immediately.

6. When does the Settlement Agreement end?

The Settlement Agreement will end after five (5) years, unless

- (1) Defendants substantially comply with the Settlement Agreement for eighteen (18) consecutive months before then;
- (2) After two years Defendants move to terminate the Settlement Agreement and the Court agrees;
- (3) Lawyers for the class and NCDPS agree to extend the Settlement Agreement; or
- (4) The lawyers for the class ask the Court to extend the Settlement Agreement, and the Court agrees.

7. What are my legal rights and options?

- a. **If you agree, do nothing.** If you agree with the Settlement, you do not have to do anything. As a class member, you will get all of the benefits of the Settlement.
- b. **If you object to the Settlement.** If you think the Settlement is improper or unfair and want to tell the Court why it should not be approved, you must submit an objection in writing. Objections must include:
 - i. The name and number of this lawsuit: *John Doe I, et al. v. North Carolina Department of Public Safety, et al.*, No. 1:24-CV-00017.

- ii. The initials of the juvenile objecting, the full name of the juvenile's parent or guardian, and the parent or guardian's current address;
- iii. What exactly you object to and why you object;
- iv. Your signature.

You must mail your objection by July 20, 2026. They can be sent to the following address:

Clerk of Court
Attn: Juvenile Solitary Confinement Settlement, 1:24-CV-00017
United States District Court, Middle District of North Carolina
L. Richardson Preyer Courthouse
324 W. Market Street
Greensboro, NC 27401-2544

- c. **You can appear in the lawsuit through your own attorney.**
Any juvenile may obtain an attorney to appear on behalf of the juvenile, at his or her own expense.
- d. **Fairness Hearing.** After reviewing your comments, the Court will have a hearing on September 3, 2026, at 9:30 a.m. at the L. Richardson Preyer Courthouse, 324 W. Market Street, Greensboro, North Carolina, 27401-2544, to decide whether to approve the Settlement Agreement. If the Judge finds that the Settlement Agreement is fair, adequate and a reasonable compromise, then the Settlement Agreement will become final. If the Judge does not approve the Settlement Agreement, it will be void, and the case will proceed, potentially to trial. However, if that happens, no one can assure that: (a) any decision, including at trial, will be in favor of the juveniles; (b) any favorable trial decision will be as good as the Settlement Agreement; or (c) any decision after a trial would be upheld on appeal. If the hearing has to be rescheduled, notice

will be provided on the docket of this case and on the Court's public website.

- e. Any class member who does not make his or her objection at the Fairness Hearing or in writing timely submitted prior to the Fairness Hearing shall be deemed to have waived such opportunity and shall forever be foreclosed from making any objection to the proposed settlement agreement.

8. How do I find out more?

This summary does not cover all terms of the Settlement Agreement. If you want to read a full copy, a copy of the proposed settlement agreement is available at the Cabarrus Juvenile Detention Center for your review.

If you have any questions or want more information about the case, please write to the lawyers for the class at either of the following addresses:

Robert Lindholm Nelson Mullins Riley & Scarborough LLP 301 S. College Street, 23rd Floor Charlotte, NC 28202	Michelle Duprey The Law Office of Michelle Duprey, PLLC 720 E 4th Street, Suite 300 Charlotte, NC 28202
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