Appendix A

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

No. 19-5486

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Nov 13, 2019
DEBORAH S. HUNT, Clerk

REBECCA LEIGH LOVELL, Plaintiff-Appellant, v. UNION CITY POLICE DEPARTMENT, UNION CITY, TN, Defendant, and CHILDREN'S CORNER DAYCARE, Defendant-Appellee.	)	ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE

ORDER

Before: MOORE, SUTTON, and NALBANDIAN, Circuit Judges.

Rebecca Leigh Lovell, a pro se Tennessee plaintiff, appeals the district court's order denying her motion for relief from judgment under Rule 60(b) of the Federal Rules of Civil Procedure. This case has been referred to a panel of the court that, upon examination, unanimously agrees that oral argument is not needed. *See* Fed. R. App. P. 34(a).

On March 10, 2017, Lovell filed a complaint under 42 U.S.C. § 1983 against the Union City Police Department, the Union City District Attorney General's Office, the Tennessee Department of Children's Services, Children's Corner Daycare, and numerous individual employees and officers of these defendants. While Lovell did not state any particular cause of action, the gist of her complaint was that Children's Corner endangered her son's life while he was in its care and then tried to cover it up. She further alleges that the governmental entities failed to conduct a meaningful investigation into Children's Corner's allegedly criminal conduct, and obstructed her ability to learn the truth about what had happened to her son.

The district court referred the parties to mediation pursuant to its local alternative dispute resolution plan. Lovell entered into settlement agreements with each of the defendants over the course of two mediation sessions. In the first session, Lovell settled her claims with the District Attorney General's Office and the Department of Children's Services. The district court entered an order dismissing those claims. In the second session, Lovell signed an agreement to settle her claims against the Police Department and Children's Corner.

The district court entered an order dismissing Lovell's claims against the Police Department and Children's Corner. But about six weeks later, Lovell filed a motion under Rule 60(b) for relief from her settlement with Children's Corner. Lovell advanced various claims, only two of which are relevant here. First, she claimed that the Police Department was dilatory in providing supplement discovery, giving her little opportunity to review documents that she claims would have influenced her decision to settle with Children's Corner. Second, she alleged misconduct by the mediator. Specifically, when she initially told the mediator that she was not going to settle, he apparently told her that she would have to pay her share of his fee before she left the courthouse, despite the fact that under the terms of the mediation agreement she had until thirty days after the conclusion of mediation to pay him. Lovell claimed that this caused her to panic and settle her claims.

A magistrate judge issued a report that recommended that the district court deny Lovell's motion. The magistrate judge found that Lovell was experiencing "settlor's remorse," which was

an insufficient reason to void her settlement. R. 34 at 5. The district court agreed. It started by noting that her objections to the magistrate's report and recommendation were untimely. It also rejected her specific claims on the merits. As to her discovery claims, it noted that she had ample opportunity to review the discovery materials and field her objections prior to entering into a settlement. And as to her claim that the mediator intimidated and coerced her into settling, the district court found that she experienced nothing more than the normal pressures associated with mediation. The district court then entered a judgment that dismissed Lovell's claims against Children's Corner with prejudice pursuant to the settlement agreement.

Lovell then filed another Rule 60(b) motion, seeking relief from the district court's denial of her motion to set aside the settlement agreement. The district court denied this motion also.

Lovell now appeals, pressing two claims: that the police department failed to properly supplement discovery before mediation was over, and that the mediator coerced her into settling by requesting payment at the end of the sitting.

We review a district court's denial of a Rule 60(b) motion for relief from judgment for an abuse of discretion. *See Tyler v. Anderson*, 749 F.3d 499, 509 (6th Cir. 2014). An abuse of discretion occurs when the district court relies on erroneous findings of fact, improperly applies the law, or applies an erroneous legal standard, or when the reviewing court is "left with a definite and firm conviction that the trial court committed a clear error of judgment." *Burley v. Gagacki*, 834 F.3d 606, 617 (6th Cir. 2016) (quoting *United States v. Heavrin*, 330 F.3d 723, 727 (6th Cir. 2003)). When a party appeals the denial of a Rule 60(b) motion, we do not review the underlying judgment, but instead determine whether one of the circumstances specified by Rule 60(b) for reopening a judgment exists. *See Johnson v. Unknown Dellatifa*, 357 F.3d 539, 543 (6th Cir. 2004). There is a "deeply embedded judicial policy in favor of keeping final judgments final," and that is "especially true for settlement agreements." *Cummings v. Greater Cleveland Regional Transit Authority*, 865 F.3d 844, 846 (6th Cir. 2017).

Here, the district court did not abuse its discretion by rejecting the two arguments that Lovell asserts on appeal entitle her to relief under Rule 60(b). On her discovery claims, the court

reasonably concluded that the defendants provided adequate discovery prior to settlement and that Lovell had "sufficient opportunity to review those responses and to raise any concerns about discovery 'abuse' by filing an appropriate discovery motion with the Court." R. 38 at 4. Lovell also knew discovery was not yet complete and could have requested to "wait until discovery had closed before mediating the case" if she wanted to ensure she had all the necessary information. R. 42 at 4. As for her coercion claim, the district court properly found within her complaint and supplemental filings "no suggestion" that Lovell wasn't free to "walk[] away" at any time. R. 38 at 5. Ample evidence supports the court's conclusion that the mediator's actions were typical of mediation and "do not rise to the level" of justifying "setting aside the settlement." *Id.*

Accordingly, we **AFFIRM** the district court's order denying Lovell's motion for relief from judgment.

KAREN NELSON MOORE, Circuit Judge, concurring in part and dissenting in part. Although I agree with the majority that the district court did not abuse its discretion in rejecting Lovell's discovery claim, I believe the district court improperly rejected Lovell's claim that she was coerced into settling by the mediator. We have explained that coercion occurs "when a judge threatens to penalize a party that refuses to settle." *Smith v. ABN AMRO Mortg. Grp. Inc.*, 434 F. App'x 454, 462 (6th Cir. 2011) (quoting *Gevas v. Ghosh*, 566 F.3d 717, 719 (7th Cir. 2009)). Here, Lovell alleges not that the mediator "requested" payment at the end of the sitting, but that he stated, "I need you to write me a check today" and that he made her return to mediation to write this check. If, in fact, the mediator threatened to penalize Lovell for not promptly settling her case and suggested that she was not free to leave, this could constitute coercion, which would warrant setting aside the settlement agreement. The district court made no findings of fact with respect to the mediator's statements to Lovell, and concluded that Lovell was to blame for any pressure she experienced during mediation, as she chose to represent herself in this case. Because I believe the mediator's conduct may have coerced Lovell into settling her claims, I would vacate the district

court's order and remand to that court for an evidentiary hearing on whether the mediator's conduct justifies setting aside the settlement agreement.

ENTERED BY ORDER OF THE COURT

Deborah S. Hunt, Clerk

Appendix B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

REBECCA LEIGH LOVELL,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	No. 17-1039-JDT-egb
	)	
UNION CITY POLICE DEPARTMENT, ET AL.,	)	
	)	
	)	
Defendants.	)	

ORDER DENYING PLAINTIFF'S MOTION FOR RELIEF FROM JUDGMENT

Rebecca Leigh Lovell sued Children's Corner Daycare ("Children's Corner"), the Union City Police Department ("UCPD"), the Tennessee Department of Children's Services ("DCS"), and the District Attorney General's Office for the 27th Judicial District of Tennessee ("District Attorney") under 42 U.S.C. § 1983. The complaint concerns an incident involving Plaintiff's son that occurred while he was attending Children's Corner Daycare on June 15, 2016.

After the discovery process had begun, all parties involved in the case participated in mediation with Mediator James S. Wilder, III. At the first mediation session on July 20, 2017, Plaintiff settled with DCS and the District Attorney. That settlement is reflected in an agreed order of dismissal entered on August 8, 2017. (ECF No. 27.)

At a second mediation session on August 30, 2017, Plaintiff settled with the UCPD and Children's Corner. Plaintiff, counsel for the UCPD Michael R. Hill, counsel for Children's Corner Pamela Webb, and Mediator Wilder all signed a Mediated Settlement Agreement ("Settlement Agreement"). (ECF No. 32-3.) The settlement with the UCPD is reflected in an agreed order of

dismissal entered on September 25, 2017. (ECF No. 30.) During that second mediation session, Plaintiff released Children's Corner from liability by signing a Confidential Settlement Agreement and Release ("Release"). (ECF No. 32-3.) Ms. Webb sent Plaintiff a settlement check on behalf of Children's Corner on September 6, 2017, via overnight delivery. (ECF No. 32-4.)

Toward the close of the second mediation session but prior to the actual agreement to settle, Mr. Hill gave Plaintiff the UCPD's supplemental discovery responses. On September 14, 2017, after belatedly reading those responses, Plaintiff notified Ms. Webb and Mr. Hill that she believed the mediation was not negotiated in good faith. (ECF No. 32-5.) Plaintiff stated she wanted to renegotiate the settlement and have the confidentiality provision set aside so she could have legal counsel review the documents. (*Id.*)

Plaintiff filed a motion with the Court on November 6, 2017, seeking to set aside the Settlement Agreement and Release between herself and Children's Corner. After a response and a reply were filed, U.S. Magistrate Judge Edward G. Bryant issued a Report and Recommendation ("R&R") in which he recommended denying Plaintiff's motion and dismissing her claims against Children's Corner pursuant to the Settlement Agreement and Release. (ECF No. 34.) Though Plaintiff's objections to the R&R were untimely, (ECF No. 35), they were briefly considered in part and rejected by the Court. The Court adopted the R&R in its entirety, (ECF No. 38), and entered judgment. (ECF No. 39.)

Plaintiff then filed a motion for relief from judgment pursuant to Federal Rule of Civil Procedure 60(b). (ECF No. 40.) Pursuant to Rule 60(b), "the court may relieve a party . . . from a final judgment, order, or proceeding for the following reasons":

(1) mistake, inadvertence, surprise, or excusable neglect;
(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
(3) fraud . . . , misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;
(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
(6) any other reason that justifies relief.

"Relief under Rule 60(b) is circumscribed by public policy favoring finality of judgments and termination of litigation." *Blue Diamond Coal Co. v. Trs. of UMWA Combined Benefit Fund*, 249 F.3d 519, 524 (6th Cir. 2001). For that reason, "the party seeking relief Rule [60(b)] bears the burden of showing entitlement to such relief by clear and convincing evidence." *Thurmond v. Wayne Cnty. Sheriff Dep't*, 564 F. App'x 823, 827 (6th Cir. 2014) (citing *Info-Hold, Inc. v. Sound Merch., Inc.*, 538 F.3d 448, 454 (6th Cir. 2008)); *see also JPMorgan Chase Bank, N.A. v. First Am. Title Ins. Co.*, 750 F.3d 573, 585 (6th Cir. 2014).

Plaintiff first asserts that her objections to the R&R were timely filed and should have been fully considered because the document was placed in the mail on the date it was due to be filed. However, Plaintiff confuses "service" with "filing." Documents are "served" on the other parties in the action but "filed" with the Court. When all of the parties in a case are represented by counsel who are registered with the Court's Electronic Case Filing system, a document sent through that system is simultaneously filed with the Court and served on all counsel. *See* Fed. R. Civ. P. 5(b)(2)(E); *see also* ECF Pol. & Proc. 11.2.1(a). This Court also allows unrepresented parties to consent to be served with documents electronically, as Plaintiff did in this case. (ECF No. 3.) However, under the Court's ECF Policies and Procedures, unrepresented parties must file documents in the traditional manner, either in person or by mail. ECF Pol. & Proc. 3.3. A document is filed in the traditional manner when it is delivered to the Clerk or to a judge "who agrees to accept it for filing." Fed. R. Civ. P. 5(d)(2). Therefore, traditional filing is complete

only upon receipt by the Clerk, not when a document is placed in the mail.[1] Plaintiff's objections to the R&R were untimely because they were due to be filed on or before February 6, 2018, but were not received by the Clerk until February 8, 2017.

The remainder of Plaintiff's arguments focus on deficiencies in the content and timing of supplemental discovery responses provided by the UCPD at the end of the second mediation session and the allegedly inappropriate actions of Mediator Wilder during that session. However, these are arguments Plaintiff raised in her original motion to set aside the settlement and in her untimely objections to the R&R, which already have been rejected.

As to Plaintiff's arguments regarding discovery deficiencies and alleged abuses, there is no requirement that all discovery must be provided or that all discovery disputes must be resolved prior to conducting mediation. If Plaintiff preferred to wait until discovery had closed before mediating this case, she could have made that request.

Furthermore, the actions of Mediator Wilder that are described by Plaintiff do not warrant setting aside the settlement. If at any time during mediation she felt unduly pressured or needed more time to review the discovery she had received, Plaintiff could have walked away. In fact, she admits she did walk away at one point. However, Plaintiff claims she went back and agreed to settle only because Mediator Wilder asked her for a check to pay her share of his mediation fee, which she did not expect to have to pay that day and could not afford. Plaintiff apparently did not bother to ask Wilder if there were additional options for paying her share of the fee besides paying it immediately and in full.

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[1] The only exception to that rule is for documents submitted by *pro se* parties who are incarcerated and must rely on prison officials to mail their documents. *See Houston v. Lack*, 487 U.S. 266 (1988).

In essence, it appears to the Court that Plaintiff wants the settlement with Children's Corner set aside because she did not fully understand either the litigation process or the mediation process. The "pressure" that was put on her during the mediation was due primarily to the fact that she did not have counsel. However, Plaintiff chose to represent herself in this case. The fact she now regrets that choice and wants a second bite at the apple is not sufficient to set aside a voluntary settlement.

Plaintiff's Rule 60(b) motion to set aside the settlement with Children's Corner is DENIED. The motion for a ruling is now MOOT.

IT IS SO ORDERED.

s/ James D. Todd
JAMES D. TODD
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

REBECCA LOVELL,	)	
	)	
	)	
Plaintiff,	)	**No.: 1:17-cv-01039-JDT-egb**
	)	
v.	)	
	)	
	)	
CHILDREN'S CORNER DAYCARE,	)	
	)	
Defendant.	)	
	)	

REPORT AND RECOMMENDATION

Before the Court is Plaintiff's Rule 60 Motion for Relief of any Agreement and Release made between Plaintiff and Defendant Children's Corner Daycare (D.E. 31). Defendant Children's Corner Daycare ("Defendant") has responded in opposition (D.E. 32). Pursuant to Administrative Order 2013-05, this case was referred to the United States Magistrate Judge for management of all pretrial matters. For the following reasons, the Magistrate Judge recommends that this Court DENY Plaintiff's Motion.

BACKGROUND

Plaintiff filed a *pro se* Complaint on March 10, 2017, against the Union City Police Department, Tennessee Department of Children's Services, Union City District Attorney, and Children's Corner Daycare alleging violations of 42 U.S.C. § 1983 (D.E. 1). Plaintiff's claims revolve around an incident where her child was found in the street near the Defendant daycare when he was left unattended by the daycare. The parties engaged in mediation on July 20, 2017. During mediation, Plaintiff settled with Tennessee Department of Children's Services and Union City District Attorney General's Office and agreed to a partial dismissal of the action (D.E. 27).

Plaintiff and the remaining two Defendants agreed to a stay of discovery until the second scheduled mediation. The parties engaged in a second mediation on August 30, 2017. During that mediation, the Plaintiff reached a settlement agreement with the remaining two Defendants. Plaintiff and the parties signed a "Mediated Settlement Agreement" and a "Confidential Settlement Agreement and Release." Additionally, Plaintiff was given discovery responses by the Union City Police Department at the mediation. Plaintiff and the Union City Police Department agreed to a partial dismissal and the action against the Union City Police Department was dismissed (D.E. 30).

Pursuant to the agreement, Defendant Children's Corner Daycare mailed a settlement check to Plaintiff via overnight mail on September 6, 2017. On September 14, 2017, Plaintiff emailed counsel for Defendant and informed counsel that she read the discovery given to her by Union City Police Department and believed the settlement was negotiated in bad faith. Plaintiff believes she was not given time to review the discovery prior to signing the settlement agreement. Moreover, Plaintiff informed counsel that she wanted to renegotiate the agreement, and she no longer agreed with the non-disclosure agreement clause of the settlement agreement. Lastly, Plaintiff asserts that she would like to file a new claim of defamation against Defendant based on the discovery received and have time to obtain an attorney, believes Defendant's counsel violated some of the ABA Model Rules of Professional Conduct because allegedly counsel incorrectly named some of the items as work-product in discovery, and that there was an error on one of the agreements she signed that incorrectly listed the incident as involving playground equipment. Thus, instead of agreeing to an order of dismissal with Defendant, Plaintiff filed Rule 60 Motion for Relief of any Agreement and Release made between Plaintiff and Defendant Children's Corner Daycare.

ANALYSIS

Rule 60(b) of the Federal Rules of Civil Procedure, which provides as follows:

> On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud ... misrepresentation, or misconduct of an opposing party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or applying it prospectively is no longer equitable; or (6) any other reason that justifies relief.

Since no final judgment, order, or proceeding is present in this case, and given Plaintiff's *pro se* status, the Magistrate Judge will analysis this as a motion to set aside settlement.

A district court has the authority to enforce an agreement to settle litigation pending before it. *See Bostick Foundry Co. v. Lindberg,* 797 F.2d 280, 282- 83 (6th Cir. 1986). However, "[b]efore enforcing a settlement, a district court must conclude that agreement has been reached on all material terms." *Re/Max Intl, Inc.* v. *Realty One, Inc.* 271 F.3d 633, 645-46 (6th Cir. 2001). "Ordinarily, an evidentiary hearing is required where facts material to an agreement are disputed." *Id.* at 646 *citing Kukla v. Nat'l Distillers Prods. Co.,* 483 F.2d 619, 622 (6th Cir. 1973); *Aro Corp. v. Allied Witan Co.,* 531 F.2d 1368, 1372 (6th Cir. 1976)). Conversely, "no evidentiary hearing is required where an agreement is clear and unambiguous and no issue of fact is present." *Id.* (citing *Aro Corp.,* 531 F.2d at 1372). Summary enforcement of a settlement agreement has been deemed appropriate where no substantial dispute exists regarding the entry into and terms of an agreement. *Kukla v. Nat'l Distillers Prods. Co.,* 483 F.2d 619, 621 (6th Cir. 1973). "Because settlement agreements are a type of contract, the formation and [validity] of a purported settlement agreement are governed by state contract law." *Smith v. ABN AMRO Mortg. Grp. Inc.,* 434 F. App'x 454, 460 (6th Cir. 2011)(citing *Bamerilease Capital Corp. v. Nearburg,* 958 F.2d 150, 152 (6th Cir. 1992)).

"If the parties reached agreement on all material terms, then existing precedent dictates that only the existence of fraud or mutual mistake can justify reopening an otherwise valid settlement agreement." *Henley v. Cuyahoga County Bd. of Mental Retardation & Dev. Disabilities,* 141 F. App'x 437, 443 (6th Cir. 2005), *reh'g en banc denied* (Oct. 12, 2005) (citing *Brown v. County of Genesee,* 872 F.2d 169, 174 (6th Cir.1989)) (internal quotation marks omitted). "More importantly, once a settlement is reached, it is the party challenging the settlement who bears the burden to show that the settlement contract was invalid based on fraud or mutual mistake." *Id.* (citing *Brown,* 872 F.2d at 174).

Here, there is no dispute that a settlement agreement was reached in this case on August 30, 2017. The parties agreed in writing via two documents labeled "Mediated Settlement Agreement" and "Confidential Settlement Agreement and Release" to dismiss the case in exchange for $2,500.00. Plaintiff does not allege she did not understand what she was signing or that the documents were unclear or ambiguous. Both parties agree that they reached an agreement to settle the case. Although Plaintiff asserts that one of the agreements mention an incorrect term about the incident involving playground equipment, the Magistrate Judge finds this error is not material to the agreements. Both agreements correctly name the case number in this action and all other material information is correct. Plaintiff knowingly signed the agreement under no allegation of duress or inability to read the settlement agreements prior to her signature and agreement. Thus, the Magistrate Judge finds that an agreement was reached between Plaintiff and Defendant on all material terms that were fully understood and agreed upon by both parties. Next, the Magistrate Judge must determine if fraud or mutual mistake was present in order to justify invalidating the settlement agreement. Plaintiff does allege that the agreement was fraudulent. Plaintiff asserts that Defendant employees lied about certain statements made to

Union City Police Department and the discovery given to Plaintiff shows fraudulent information given to Plaintiff. Although fraud is a finding upon which a court may modify an otherwise valid contract, Plaintiff has not presented any evidence of fraudulent behavior by the Defendant that would justify reopening the settlement agreements, and, therefore, Plaintiff's claim of fraud fails.

Most of Plaintiff's claims center around after-the-fact sentiments. After-the-fact sentiments do not invalidate an otherwise binding settlement agreement. *See Stewart v. Carter Mach. Co. Inc.*, 82 Fed. Appx. 433, 436 (6th Cir. 2003) ("settlor's remorse" is not a sufficient reason to invalidate an enforceable oral agreement to settle a case); *Ashley v. Blue Cross & Blue Shield of Michigan*, 225 F.3d 658 (Table), 2000 WL 799305 at *2 (6th Cir. 2000) (the fact that plaintiff may have had a change of heart following the settlement ... is insufficient to invalidate an otherwise valid settlement agreement entered into by the parties); *Montano v. Knox Cty.*, No. 3:14-CV-404-PLR-CCS, 2016 WL 1192673, at *2 (E.D. Tenn. Mar. 28, 2016) (the fact that Plaintiff changed his mind five days after acceptance of the offer did not invalidate the agreement already reached by the parties). Plaintiff failed to notify Defendant that she was not in agreement any longer until two weeks after the agreement was signed and a week after the settlement check was mailed. Plaintiff asserts she did not have enough time to review the discovery given to her by the Union City Police Department the day of the settlement agreement and the discovery now contains newly discovered evidence of comments made by Defendants' employees. However, Plaintiff does not allege that she was forced to sign the settlement agreement that day under duress, that she couldn't request a stipulation dependent on her review of discovery be placed in the agreement, or that she couldn't agree to any terms after reading the discovery at some time in the future. Plaintiff's inability to review discovery or any new claims she may believe she has after reviewing the discovery does not invalidate an otherwise valid settlement agreement that both

parties understood and signed. Likewise, Plaintiff's assertions that she no longer wants to be bound by a non-disclosure agreement do not merit invalidating the settlement agreement. Plaintiff does not allege she did not have time to read and fully understand the agreement she signed, including the terms of non-disclosure. Plaintiff's thoughts about being bound by the non-disclosure are clearly after-the-fact sentiments, which do not invalidate the settlement agreement. Lastly, Plaintiff's claims concerning whether some items she was informed by Defendant's counsel in discovery were protected by the work-product doctrine and the allegations that Defendant's counsel violated the ABA Model Rules due to the alleged incorrectness of the assertion of protection does not invalidate the valid settlement agreement. It is clear from the record that Plaintiff fully understood the terms of the settlement and agreed to them. Accordingly, the Magistrate Judge recommends that Plaintiff's Rule 60 Motion for Relief of any Agreement and Release made between Plaintiff and Defendant Children's Corner Daycare be DENIED, the settlement be enforced, and the case be DISMISSED pursuant to the settlement agreement.

CONCLUSION

For all these reasons, the Magistrate Judge recommends that this Court DENY Plaintiff's Motion for Relief. Additionally the Magistrate Judge recommends that this case be DISMISSED pursuant to the "Mediated Settlement Agreement" and "Confidential Settlement Agreement and Release" signed by both parties.

Respectfully Submitted this 23rd day of January, 2018.

s/Edward G. Bryant
UNITED STATES MAGISTRATE JUDGE

ANY OBJECTIONS OR EXCEPTIONS TO THIS REPORT AND RECOMMENDATION MUST BE FILED WITHIN FOURTEEN (14) DAYS AFTER BEING SERVED WITH A COPY OF THE REPORT AND RECOMMENDATION. 28 U.S.C. § 636(b)(1). FAILURE TO FILE THEM WITHIN FOURTEEN (14) DAYS MAY CONSTITUTE A WAIVER OF OBJECTIONS, EXCEPTIONS, AND ANY FURTHER APPEAL.

Appendix C

Case No. 19-5486

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

ORDER

REBECCA LEIGH LOVELL

Plaintiff - Appellant

v.

UNION CITY POLICE DEPARTMENT, UNION CITY, TN

Defendant

and

CHILDREN'S CORNER DAYCARE

Defendant - Appellee

Upon consideration of appellant's late petition for panel rehearing, captioned as a request for reconsideration,

It is **ORDERED** that the petition is not accepted for filing.

ENTERED BY ORDER OF THE COURT
Deborah S. Hunt, Clerk

Issued: December 18, 2019