

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JOHN DOE 1; JOHN DOE 2; JOHN DOE 4;
JOHN DOE 5; JOHN DOE 8; JOHN DOE 9;
JOHN DOE 10; and JOHN DOE 12;

Case No. 2:15-cv-13852

SENIOR U.S. DISTRICT JUDGE
HON. ARTHUR J. TARNOW

Plaintiffs,

U.S. MAGISTRATE JUDGE
MONA K. MAJZOUB

v.

ANDERSON ET. AL.,

Defendants.

_____ /

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter the "Agreement" or "Release") is entered into between John Does 1, 2, 4, 5, 8, 9, 10 and 12 in the above-captioned action (hereinafter the "Plaintiffs" or the "John Doe Plaintiffs") and Dustin Anderson; Scott Arp; Noah Beesley; Adam Coburn; Sergeant Conklin; CO Deschaine; Jason Erway; Charles Gollnast; Michael Hall; CO Hammer; Duane Heyrman; Tami Hoogewind; Erik Jacobson; Edward Juranek; Joseph Martens; CO Mcleod; Cody Pennell; Aimee Rogers; CO Ross; CO Sherwood; Ronald Stambaugh; Gretchen Walters; Scott Schooley; Gary Stump; Matthew Ward; Warden Kenneth McKee; and Heidi Washington (hereinafter individually and collectively referred to as the "Defendants"). The John Doe Plaintiffs and the Defendants shall collectively be referred to as the "Parties."

WHEREAS, the John Doe Plaintiffs are individuals who are or were incarcerated in the Michigan Department of Corrections and who as Plaintiffs in the above-captioned lawsuit alleged

retaliation by the Defendants following the Plaintiffs' participation in litigation challenging the MDOC's policy of housing youth with adult prisoners.

WHEREAS, the John Doe Plaintiffs have asserted that their treatment by the Defendants violated their First Amendment rights under the United States Constitution.

WHEREAS, the Parties now desire to resolve the pending litigation, Case No. 2:15-cv-13852, and accordingly have agreed to enter into this Agreement;

IT IS AGREED AS FOLLOWS:

1. Settlement Agreement. In consideration for the waivers, release, and other covenants and consideration provided in this Agreement, and provided that the John Doe Plaintiffs sign this Agreement and dismiss their pending lawsuit, Case No. 2:15-cv-13852, the Defendants will provide the John Doe Plaintiffs with payment as set forth in Paragraph 2 below and will agree to the additional settlement terms as set forth in Paragraphs 3 -9.

2. Financial Payment. The Defendants will pay to the John Doe Plaintiffs a total amount of Three Hundred and Fifty Thousand dollars (\$350,000), payable via check made out to the trust account of the Law Offices of Deborah LaBelle (the "Settlement Payment"). The Settlement Payment shall be made within twenty one days of the John Doe Plaintiffs signing and returning the executed Settlement Agreement and Release to counsel for the Defendants.

3. Additional Settlement Terms. As further consideration of the waivers, release and other covenants and consideration provided in this Agreement, the Michigan Department of Corrections waives any right to collect any portion of the settlement proceeds under the State Correctional Facilities Reimbursement Act, MCL 800.401 et seq. MDOC will not seek reimbursement from the settlement proceeds from the John Doe Plaintiffs for any existing institutional debt under Policy Directive 04.02.105, which has accrued or exists up to and including

the date of settlement. Any institutional debt incurred after the date of settlement will be subject to collection from the John Doe Plaintiffs' trust accounts. Nothing in this settlement agreement shall waive any Plaintiffs' obligation for payment of court ordered victims restitution or valid court orders for fees and costs under state or federal authority, or any valid court ordered child support on record with the Michigan Department of Corrections.

4. The John Doe Plaintiffs shall each receive notice from the MDOC of any payment of these obligations from this settlement.

5. The settlement proceeds will be subject to any setoff that the Michigan Department of Treasury is empowered by law to exercise.

6. Within 7 days of the settlement agreement, the MDOC agrees to begin two consecutive 90 day PREA monitoring periods for each plaintiff presently incarcerated. The monitoring for retaliation shall be in compliance with PREA regulations 115.71 and any audit requirements under these regulations. A report for each Plaintiff shall be provided to the Plaintiff after the completion of each 90 day period subject to redactions needed for security purposes.

7. Within 7 days of the settlement agreement each Plaintiff in MDOC custody shall be re-assessed pursuant to PREA screening guidelines and requirements by a qualified individual appointed by the Central Office of MDOC.

8. The Hearings Administrator at Central Office shall review every Class II and III misconducts with a guilty finding to determine if the description of behavior found in the misconduct is consistent with the definition of the charge and the decision rendered is based upon the available evidence. The Hearings Administrator shall also review to ensure the misconduct was not issued for a retaliatory purpose and that any punishment imposed after a finding of guilt is consistent with punishments for similar instances of misconduct.

9. The MDOC cannot guarantee that a named Defendant shall not have a supervisory and/or custodial role with regard to any of the Plaintiffs throughout the time they remain in MDOC custody, but will, to the extent it is operationally possible for MDOC, attempt to have the named Defendants exercise no supervisory or custodial role in regard to the Plaintiffs.

10. Release of Claims. In exchange for the consideration provided in Paragraphs 2-9, the John Doe Plaintiffs, on behalf of themselves, their offspring, heirs, administrators, representatives, executors, successors, agents, attorneys and assigns, hereby irrevocably and unconditionally release and forever discharge the Defendants and all other persons acting by, through, under or in concert with any of them, from all claims for retaliation that were brought in or could have been brought in Case No. 2:15-cv-13852 or that otherwise allege retaliation stemming from Plaintiffs' participation in litigation over the placement of youth with adult prisoners by the MDOC.

11. Dismissal with Prejudice of the Pending Litigation. Following the execution of this Settlement Agreement and Release, it is agreed and understood that the Parties will file with the court within seven (7) days of the payment of the consideration outlined in paragraph 2 a stipulated dismissal, with prejudice and without costs, of the above-captioned action,

12. By entering into this Settlement Agreement and Release, Plaintiffs herein are not waiving any of their rights or claims asserted in case numbers 2:13-cv-14356-RHC-RSW currently pending before Judge Cleland; 2:16-cv-13765, which has been consolidated with 2:13-cv-14356-RHC-RSW; 2:17-cv-11181-RHC-RSW currently pending appeal; or case number 13-001196-CZ and 15-001006-CZ pending before Judge Kuhnke in the 22nd Circuit Court, State of Michigan, or any other on-going litigation that any of the Plaintiffs may have filed involving any of the named

Defendants. Likewise, nothing in this Release prohibits Plaintiffs from bringing any claims against the Defendants for any actions that occur after the date that this Agreement is executed.

13. The parties acknowledge and agree that if any provision of this Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Release shall continue in full force and effect.

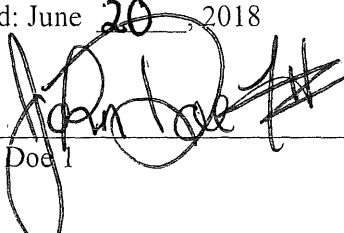
14. This Release is deemed made and entered into in Michigan, and in all respects shall be interpreted, enforced and governed under the laws of Michigan without regard to conflicts of law principles of any jurisdiction, to the extent not preempted by federal law.

15. If any dispute arises regarding the enforcement of this Agreement, the parties agree to consent to the jurisdiction of this Court for resolution of the dispute. Moreover, the parties agree that the prevailing party in any such dispute shall have their attorney fees and costs paid by the non-prevailing party.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Facsimile and PDF versions of signatures hereto shall be deemed original signatures, which may be relied upon by all Parties hereby and shall be binding on the respective signor.

I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Release, that I have had an opportunity to discuss the Settlement Agreement and Release with an attorney, and that I voluntarily enter into this Settlement Agreement and Release by signing below.

Dated: June 20, 2018



John Doe 1

John Doe 2

John Doe 4

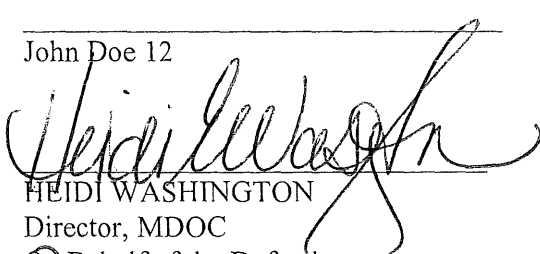
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John Doe 8

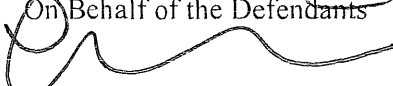
John Doe 9

John Doe 10

John Doe 12



HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants



LISA GEMIN
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 8, 2018

John Doe 1

John Doe 2
John Doe 2

John Doe 4

John Doe 5

John Doe 8

John Doe 9

John Doe 10

John Doe 12

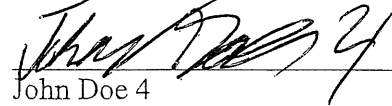
HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 14, 2018

John Doe 1

John Doe 2



John Doe 4

John Doe 5

John Doe 8

John Doe 9

John Doe 10

John Doe 12

HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 8, 2018

John Doe 1

John Doe 2

John Doe 4

John Doe 5

John Doe 5

John Doe 8

John Doe 9

John Doe 10

John Doe 12

HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 16, 2018

John Doe 1

John Doe 2

John Doe 4

John Doe 5

John Doe 8
John Doe 8

John Doe 9

John Doe 10

John Doe 12

HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 14, 2018

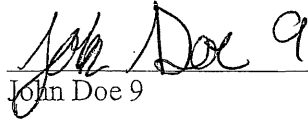
John Doe 1

John Doe 2

John Doe 4

John Doe 5

John Doe 8



John Doe 9

John Doe 10

John Doe 12

HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 16, 2018

John Doe 1

John Doe 2

John Doe 4

John Doe 5

John Doe 8

John Doe 9

John Doe 10
John Doe 10

John Doe 12

HEIDI WASHINGTON
Director, MDOC
On Behalf of the Defendants

LISA GEMINIK
Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Dated: June 18, 2018

John Doe 1

John Doe 2

John Doe 4

John Doe 5

John Doe 8

John Doe 9

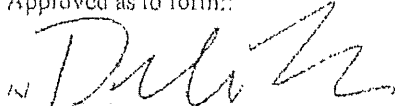
John Doe 10

John Doe 12
John Doe 12

HEIDI WASHINGTON
Director, MDOC
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Director, Office of Legal Affairs, MDOC
On Behalf of the Defendants

Approved as to form::



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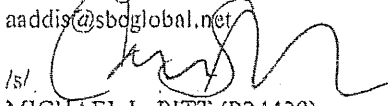
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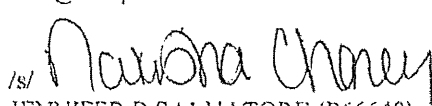
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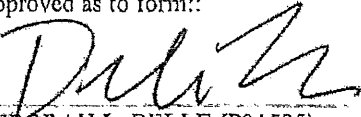
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