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STATE OF MONTANA
DEPARTMENT OF LABOR AND INDUSTRY
OFFICE OF ADMINISTRATIVE HEARINGS

IN RE OFFICE OF ADMINISTRATIVE HEARINGS CASE NO. 1434-2019:

MAY SIMMONS, Charging Party, vs. MONTANA DEPARTMENT OF CORRECTIONS, MONTANA WOMEN'S PRISON, Respondents.	HRB CASE NO.: 0180498 CONCILIATION AGREEMENT
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This Conciliation Agreement (Agreement) is between May Simmons (Charging Party) and the Montana Department of Corrections and Montana Women's Prison (Respondents).

To compromise disputed claims, the parties agree as follows:

1. In the interest of the voluntary resolution of their differences, the parties have entered into this Agreement through which the Charging Party agrees to dismiss and fully and forever release and discharge the Montana Department of Corrections, Montana Women's Prison, and its

employees, attorneys, and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen arising out of the claims alleged in the above-captioned Human Rights Bureau matter. Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, Charging Party agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the casualty described herein, whether known or unknown, anticipated or unanticipated, or more numerous or severe than currently known or anticipated.

2. To resolve the above captioned case and any other accrued claims, subject to Paragraph 13 herein, the Respondents agree to pay Charging Party the sum of One Thousand Dollars (\$1,000) deposited into Charging Party's inmate trust account. Respondents also agree to pay attorney's fees in the sum of Four-Thousand Four Hundred Dollars (\$4,400) to Charging Party's attorney.

3. Respondents agree to provide Ms. Simmons with a functional typewriter and two ribbons for her to use in her cell until she discharges her current term of incarceration on December 15, 2019. The time for performance of this condition depends on the availability of a typewriter and the vendor's terms for shipping and delivery. Upon her discharge from the prison on December 15, 2019, the typewriter becomes property of the State of Montana, and Respondents' obligation under this paragraph will be extinguished as having been performed and satisfied.

4. Respondents agree that the Jehovah's Witnesses denomination will be permitted to use the prison chapel for the exercise of their religion to the same extent and pursuant to the same rules as all other religious denominations within the prison.

5. Respondents agree that removal of an inmate from the prison movement sheet for missed movement will not preclude the individual from attending religious services. Respondents shall update any policies or paperwork to reflect this.

6. Charging Party represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries arising from the facts alleged in the above captioned case. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Respondents for the losses, injuries, and damages claimed in the above captioned case, Charging Party covenants and agrees to indemnify and save Respondents harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Respondents agree that MWP Warden, Jennie Hansen, and MWP Community Relations Manager, Annamae Siegfried-Derrick, will participate in a minimum of two (2) hours of training in the Montana Human Rights Act and the Governmental Code of Fair Practices (GCFP) with an emphasis on religion and analysis of the GCFP. The training should be completed on or before January 30, 2020. Verification of the training must be provided to the Bureau no later than February 10, 2020.

8. Respondents agree to post Montana Human Rights posters in break rooms and business offices. These are available from the Bureau or can be downloaded from the Bureau web site www.montanadiscrimination.com.

9. Respondents agree to conduct business in a manner that does not discriminate on the basis of race, color, national origin, religion, creed, age, physical or mental disability, marital status, political beliefs or sex.

10. Respondents agree not to retaliate against any person for opposing unlawful discriminatory practices, filing a discrimination complaint, testifying, assisting or participating in a discrimination investigation or proceeding.

11. Respondents understand their obligation to comply with the GCFP. Section 49-3-101, *et seq*, MCA. This includes the obligation to provide all services without discrimination. If the Respondents have not analyzed their operations to ascertain possible instances of noncompliance with the GCFP in the past year of the date of this Agreement, it will conduct such an analysis and

institute a program to remedy any defect found to exist pursuant to Section 49-3-205(3), MCA. Verification that this obligation has been accomplished must be sent to the Bureau on or before February 10, 2020.

12. This Agreement does not constitute an admission by Respondents of any violation of law and Respondents enter into this Agreement to buy their peace and resolve this case without further proceedings.

13. Charging Party fully and forever releases and discharges Respondents, their officers, directors, members, employees, agents, and attorneys with respect to all claims arising out of the facts underlying the present case. Charging Party also fully and forever releases and discharges Respondents, their officers, directors, members, employees, agents, and attorneys with respect to any other accrued claims she may have against Respondents, whether asserted or unasserted, known or unknown, including all claims for damages and future damages and claims for fees and costs with the exception of a pending petition for habeas relief in Montana Supreme Court Case No. 19-0432, a claim filed in the Human Rights Bureau as Case No. 0190239, and any claims she has for retaliation or harassment for PREA activities which arose prior to June 7, 2018.

14. This Agreement constitutes the entire agreement of the parties regarding this case. The parties have obtained the assistance of counsel to advise them concerning the terms of this Agreement. The parties have freely entered into this agreement.

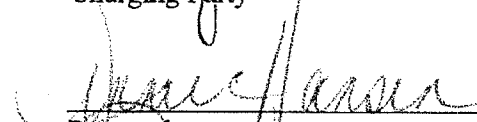
15. In the event of any situation which warrants such action, either party or the Bureau may compel compliance with the terms of this Agreement. Venue of any action to compel compliance with the terms of this Agreement shall be proper in Lewis and Clark County, Montana. The parties agree that this Agreement will be admissible in any action to compel compliance. The prevailing party in any action to compel compliance with this Agreement shall be entitled to recover reasonable attorney fees and costs.

16. This Agreement may be executed by either party or the Bureau in counterpart. Each counterpart, bearing original signatures together with the Agreement shall constitute one

instrument. Electronic or facsimile copies of signature pages shall be considered and are hereby deemed original signatures for all purposes.

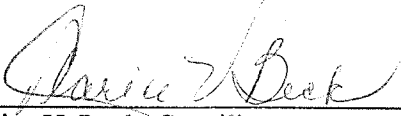

Charging Party

10-7-19
Date


Respondents

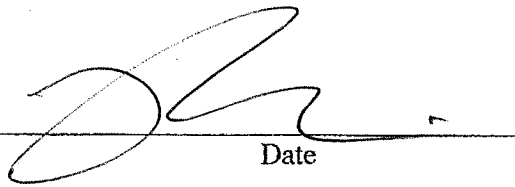
10/20/19.
Date

FOR THE HUMAN RIGHTS BUREAU :


Clarice V. Beck, Conciliator
Human Rights Bureau

October 22, 2019
Date

I approve of this voluntary resolution to the extent the Agreement applies to claims arising under the Montana Human Rights Act/Governmental Code of Fair Practices and to the extent that the claims being released fall within the jurisdiction of the Montana Human Rights Bureau. The Bureau's obligations regarding the confidentiality of this Agreement are set forth in 24.8.210, ARM.

OCT 24, 2019

Date

Marieke Beck
Bureau Chief