



PC-OH-010-001

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE: SOUTHERN OHIO
CORRECTIONAL FACILITY

: Civil Action No. C-1-93-436
: (Spiegel, J.)
: (Sherman, M.J.)
:
: CLASS ACTION MEMORANDUM
: OF UNDERSTANDING
:
:

The Plaintiffs (as hereinafter defined), by and through their counsel, and the Defendants (as hereinafter defined), hereby enter into this Memorandum of Understanding dated as of 1/22/97 (the "Memorandum"), providing for settlement of the claims herein described against the Defendants pursuant to the terms and conditions set forth below, and subject to the approval of the Court.

I. INTRODUCTION

1. **WHEREAS**, this civil rights class action for injunctive relief and damages for alleged deprivations of rights is based on events and conditions of confinement related to the April, 1993 disturbance at the Southern Ohio Correctional Facility (SOCF) in Lucasville, Ohio;

2. **WHEREAS**, the Defendants deny that they or any of their agents or employees have engaged in or permitted any unconstitutional, illegal or otherwise wrongful activity as alleged in this action;

3. **WHEREAS**, the parties agree that a settlement of these claims would benefit all parties by avoiding further delay and the time and expense of protracted litigation, and would put these disputed issues to rest;

4. **THEREFORE**, in consideration of the mutual promises of the parties set forth below which are the result of arms-length negotiations of the parties, the undersigned parties agree for the complete and final settlement and release of all claims, differences and causes of action related to the above litigation as follows, subject to the approval of the Court.

II. EFFECTIVE DATE

5. The "Effective Date" of this Memorandum of Understanding shall be the day on which the Final Order and Judgment approving the settlement becomes final. For purposes of this Memorandum of Understanding, the Final Order and Judgment approving the settlement shall be deemed to become final on the later of (i) the thirty-first day after it is entered if no notice of appeal is filed or (ii) if a notice of appeal is filed, on the day following the date on which the Final Order and Judgment approving the settlement is not subject to further judicial review or appeal, either by reason of affirmance by a court of last resort or by reason of lapse of time or otherwise, provided that the Final Order and Judgment approving the settlement is not reversed or substantially modified by this Court or an appellate court, in which case this Memorandum of Understanding shall be null and void.

III. PARTIES

6. The named plaintiffs in this class action are Darrin Morris and Eugene Adams (hereinafter "Plaintiffs"). The members of the class are fully described below.

7. The named defendants are George Voinovich, Governor of the State of Ohio, Reginald Wilkinson, Director of the Ohio Department of Rehabilitation and Correction ("Department"), Arthur Tate Jr., former warden at the Southern Ohio Correctional Facility ("SOCF"), Terry Collins, present warden at SOCF, Eric Dahlberg, Ben Bower, Roger Roddy, David See, Roger Crabtree, John Newsome, Oscar McGraw, Jerry Williams, James Swann, Larry Neff, Charles Bell, Richard Brown, Ronald Bailey, Michael Turner, Patrick Burnett, Gerald E. Webb, Robert Finley, David Earl Bradley, Randy L. Stout, Wilbur K. Harris, E. Benner, K. Clarkson, and J. Lewis (hereinafter "Defendants").

IV. CLASS CERTIFICATION

8. On December 2, 1994, the Court issued an order (Doc. 65) certifying a class of inmates pursuant to Rule 23 (b)(2) as follows:

All inmates, living or deceased, who meet all of the following criteria: (1) the inmate has been incarcerated at the Southern Ohio Correctional Facility (SOCF) on or since April 11, 1993; (2) the inmate has been classified as a general population inmate during some or all of that time period. This class definition includes two subclasses:

SUBCLASS 1

All members of the class who were housed or present in K-8 on or about April 13, 1993.

SUBCLASS 2

All members of the class who have been, or subsequently are, indicted for an alleged felony committed during and as part of the April 11-22, 1993 disturbance at SOCF. Any member of this Subclass who ultimately is not convicted of a felony committed during and as part of the April 11-22, 1993 disturbance at SOCF shall cease to be a member of this Subclass and shall be included in the Class. Any member of this Subclass who ultimately is convicted of a felony committed during and as part of the April 11-22, 1993 disturbance at SOCF shall cease to be a member of this Subclass and shall be excluded from the Class.

V. PERFORMANCE OF THE MEMORANDUM

9. The Defendants, their agents and employees, successors and all persons in active concert or participation with any of them shall abide by the terms of this Memorandum in accordance with the schedule set out in this Memorandum.

10. The Defendants will authorize and execute the obligations set forth in this Memorandum, as appropriate for each according to the position and professional responsibility held by that person in his position. The obligations assumed by the Department in this Memorandum constitute obligations of the Director in his official capacity.

11. The exclusive remedy for any alleged breach of the obligations set forth in Section VI. of this Memorandum (the Operational Provisions) shall be through an action for specific performance filed in State court. As a condition precedent to the filing of any such action, the parties shall exercise best efforts to resolve any dispute, including exhaustion of the grievance procedure established pursuant to Ohio Administrative Code Section 5120-9-31 by the inmate(s) affected by the alleged breach.

VI. OPERATIONAL PROVISIONS

A. SINGLE CELLING.

12. The Department will continue to single-cell inmates classified as maximum security at SOCF as the exclusive celling practice.

B. CLASSIFICATION.

13. There will be only one general population maximum security classification at SOCF. The security classification of each inmate shall be established and reviewed as provided in Section 5120-9-53 of the Ohio Administrative Code.

14. In the event that the warden at SOCF recommends that an inmate's security classification be reduced and the Bureau of Classification orders the inmate retained at maximum security, that decision shall be reviewed by the Southern Regional Director of Prisons and the Assistant Director of the Department.

15. The classification of every inmate at SOCF shall be reviewed every six months, unless and until a committee established through paragraph 20 of this Memorandum recommends and the Department agrees that more or less frequent review is appropriate.

16. Upon request, an inmate shall be given a copy of a supervision review form with his scores or a summary of his scores and rating. Confidential comments on the form may be redacted if the release of such comments to the inmate would jeopardize the security of the staff or inmates. Every inmate will have the opportunity to review his score with his case manager, and to discuss the reasons for the rating and the decision, and any actions the inmate can take to improve his chances for a lower security rating.

17. If the case manager or the warden recommends a reduction in security and that reduction is denied at any level, there will be a meeting with the inmate to review the decision and provide any non-confidential information.

18. The Department will retain discretion to be exercised based on sound correctional judgment, to override the security rating recommended for the numerical score indicated.

19. The Defendants will provide a Security Instrument Overview Program in order to teach small groups of inmates about the security instrument.

20. The Department will create one or more committee(s) to review the security classification process, to evaluate the effectiveness and validity of the current classification instrument and to review transfer and assignment policies and the utilization of inmate housing space throughout the department. The committee(s) shall include an official or consultant with expertise in the field of corrections security classifications. The Department will consider the recommendations of this committee for implementation in the classification process. The

names of the persons under consideration as members of the committee shall be shared with counsel for the plaintiffs, who may comment or offer additional names for consideration.

21. The Department's consultant for this committee shall be permitted to share information and discuss his work in progress with the expert for the plaintiffs. The plaintiffs' expert shall also be permitted to accompany the Department's consultant on site visits up to four times per year. The expenses for those visits by plaintiffs' expert will be paid by the plaintiff class from the settlement fund created in this Memorandum.

22. The practices described in this section of the Memorandum (section B., Classification) are subject to modification if the Security Classification Review Committee or the Department's consultant recommend a different procedure to be used throughout the system so long as the revisions protect the access of inmates to their security instruments, their opportunity to discuss their scores with their case manager, and the opportunity for review of a decision by the Bureau of Classification not to follow a recommended security reduction.

C. TRANSFER OF CLOSE SECURITY INMATES.

23. Within forty-five days of the reclassification of any inmate to close security, the defendants will utilize their best efforts to achieve the transfer of such inmate out of SOCF to a lower security facility. The parties recognize that the ability of the Defendants to move inmates state-wide is affected by the number of beds, the security level of those beds, and special circumstances including the designation of inmates for particular special management statuses, such as residential treatment units for the mentally ill, protective control, security control, local control, administrative control, and so forth.

24. Absent special circumstances, the SOCF inmates reduced from maximum to close security shall be given priority for transfer over other inmates eligible for transfer to the close security facilities.

25. The names and numbers of each close security inmate detained beyond forty-five days at SOCF shall be reported to the Department's Bureau of Classification. This information shall be made available to counsel for the Plaintiffs upon written request.

26. A committee established under paragraph 20 of this Memorandum shall be consulted for a recommendation on ways to comply with the requirements of this section.

D. CHANGE OF SOCF MISSION

27. At present, SOCF is a maximum security prison. Nothing in this Memorandum shall operate or be construed to limit the Department from changing or redesignating the mission at SOCF, in whole or in any discreet part (no less than a cellblock). If the mission at SOCF changes, the Department shall provide programming to that portion of the prison with the redesignated mission at a level commensurate with the programming at other facilities in the state where inmates of that security classification are locked. Nothing in this Memorandum shall operate or be construed to limit the Department's right to create subclassifications, as appropriate, particularly with respect to close security inmates pursuant to a recommendation of a committee established through paragraph 20 of this Memorandum. The Department will, where feasible, provide advance notice to class counsel of proposed SOCF mission changes, but in no event provide notice later than the time of the implementation of such changes.

E. PAROLE POLICY/ ELIGIBILITY

28. Class Counsel will be afforded a single opportunity to appear before the parole board to present their issues and concerns concerning parole eligibility for inmates who were at SOCF during the 1993 riot.

F. RIB PILOT PROJECT

29. At SOCF the Department will implement the following standard of proof at the Rules Infraction Board hearings that do not result in the imposition of bad time: "It is the duty of the RIB based upon the evidence presented to decide whether or not the inmate has committed the infraction set forth in the charge." This standard will be implemented at the RIB as a pilot program for one year. The standard for review shall continue to be governed by the appropriate provision(s) of the Ohio Administrative Code. Afterwards the defendants shall elect whether or not to continue using this standard of evidence, and shall not be bound to continue to do so.

30. At SOCF the Department will select a staff member, with input from Class Counsel, who will provide staff assistance to any inmate charged with an act that is a criminal offense under the law of Ohio or the United States, OAC § 5120-9-06 (E) (19). The Department will also provide such staff assistance as a pilot project for a period of one year to any inmate charged with unauthorized group activity, OAC § 5120-9-06 (E) (31).

31. RIB members shall be trained in the use of confidential evidence and on all aspects of RIB duties and make full use of the experience gained through the special RIB proceedings that followed the 1993 disturbance.

G. MENTAL HEALTH

32. Any class member who requests a mental health assessment and who was at SOCF between April 11, 1993, and April 22, 1993, will be assessed for mental / emotional health problems, including but not limited to post traumatic stress disorder.

33. Assessment and any treatment deemed necessary will be provided by Departments' mental health staff.

34. None of the services provided under this Memorandum shall cause any reduction in services to the inmate class in *Dunn v. Voinovich*.

H. CULTURAL DIVERSITY

35. The Department will continue to seek ways to improve racial and cultural relations within the Ohio Prisons.

36. The Department will continue to provide cultural diversity training to every institution employee, either through in-service training or pre-service training.

37. Class counsel may submit to the Department proposals for inmate programming designed to improve multi-cultural relations, for possible implementation on a one-year pilot basis. Nothing in this Memorandum obligates the Department to adopt or implement such proposals.

I. OUT-OF-CELL TIME

38. General Population inmates at SOCF shall continue to average at least 40 hours per week out-of-cell time except in cases of utility failures, fog, serious incidents or other occurrences which affect institutional security.

J. RELIGION

39. The Department will draft and promulgate state-wide policy directives for the conduct of religious matters in its institutions. These policies shall be available to inmates, who shall have the opportunity to grieve any issue addressed by the policies. The Department will continue to employ qualified people with theological training at SOCF and at departmental administrative offices.

K. ADJUSTMENT RESEARCH

40. The Department will conduct a research study of the institutional adjustment of inmates sentenced to definite sentences or serving definite terms of incarceration and of inmates whose parole eligibility has been continued by the parole board for a period exceeding five years.

VII. SETTLEMENT FUND

41. Within 30 days of the entry of the order granting preliminary approval of the Settlement by the Court, Defendants shall deposit with the Court Four Million One Hundred Thousand Dollars (\$4,100,000.00) in satisfaction of all damage claims by plaintiff class members, including all of the claims in the consolidated cases attached as Appendix A.

42. The Settlement Fund shall be invested by the Court in an interest-bearing account or invested in an interest-bearing instrument approved by the Court. Interest earned by the Settlement Fund shall become part of the Settlement Fund.

43. With the Court's permission, the services of the United States Magistrate Judge shall be utilized to establish protocols, to be agreed to by the parties, by which class members may file claims for damages from the Settlement Fund and to make the necessary determinations thereunder. A class member, or an administrator or executor on behalf of a deceased class member's estate, shall be permitted to present claims and receive compensation from the Fund only if the class member making the claim, or on whose behalf the claim is being made, was (1) murdered during the riot; (2) physically injured during the riot; or (3) lost property during or as a consequence of the riot. In the event that money has already been paid to a class member for property lost due to the riot, said payment shall be deemed a credit towards any monies determined to be owing a class member for his claim for lost property. The Magistrate may award compensation to a class member outside of the three categories listed in this paragraph only upon a showing by the class member that he has suffered any other serious riot-related injury and that the relief available under the Operational Provisions of this Memorandum are seriously inadequate for that class member given his personal situation and that the denial of compensation to him would impose an injustice.

44. The Defendants shall be afforded notice of the nature of the claims and the amounts awarded.

45. The administrative expenses of the Settlement Fund shall be paid from the Settlement Fund.

46. In the event the Settlement Fund is not exhausted following the distribution of the amounts awarded and the payment of any fees and expenses provided for in this Memorandum, any remainder shall be expended on inmate programming to be mutually agreed to by the parties.

VIII. ATTORNEYS FEES AND EXPENSES

47. Subject to the approval of the Court after submission of an application(s) for payment of attorneys fees and expenses by Class Counsel, attorneys fees and expenses shall be paid to Class Counsel to reimburse Counsel for the fees and expenses incurred in the prosecution of this action, any appeal of this settlement, and the administration of this settlement.

48. Any attorneys fees and expenses approved by the Court shall be paid and satisfied exclusively from the Settlement Fund created in section VII. of this Memorandum.

49. Defendants shall not oppose attorneys fees and expenses applications made by Class Counsel to the Court.

IX. STIPULATION OF DISMISSAL

50. The parties hereby stipulate to the dismissal with prejudice of all claims and causes of action, as set out in paragraph 53, asserted against any and all of the defendants, including: George Voinovich, Reginald Wilkinson, Arthur Tate, Jr., Terry Collins, Ronald W. Bailey, Oscar McGraw, Charles F. Bell, Larry E. Neff, Benjamin G. Bower, John H. Newsome, David E. Bradley, Rodger E. Roddy, Richard D. Brown, II, David N. See, Patrick R. Burnett, Randy L. Stout, Roger D. Crabtree, James R. Swann, Eric Dahlberg, Michael Turner, Robert Finley, Gerald E. Webb, Wilbur K. Harris, Jack G. Williams, Jr., Edwin H. Benner, Jeff R. Lewis, and Kevin Clarkson.

51. Upon the final distribution of all funds, the parties agree to sign and present to the Court the Stipulation of Dismissal attached hereto as Appendix B and incorporated herein by reference. The Final Order and Judgment approving the settlement shall be considered final judgment and an adjudication on the merits with full *res judicata* and collateral estoppel effect on the claims asserted by the Plaintiff class.

52. Upon the entry of the order granting preliminary approval of the settlement by the Court, the parties stipulate to the entry attached as Appendix C, a conditional dismissal without prejudice of the following defendants: Ronald W. Bailey, Oscar McGraw, Charles F. Bell, Larry E. Neff, Benjamin G. Bower, John H. Newsome, David E. Bradley, Rodger E. Roddy, Richard D. Brown, II, David N. See, Patrick F. Burnett, Randy L. Stout, Roger D. Crabtree, James R. Swann, Michael E. Turner, Robert Finley, Gerald E. Webb, Wilbur K. Harris, Jack G. Williams, Jr., Edwin H. Benner, Jeff R. Lewis, and Kevin Clarkson. Said dismissal is conditioned upon the consummation and completion of the entire Memorandum of Understanding, and in the event the Memorandum of Understanding is not completed and consummated, the conditional dismissal shall be null and void *ab initio* and have no force or effect. Said dismissal shall not effect the rights of plaintiffs with respect to defendants Voinovich, Wilkinson, Tate, Collins and Dahlberg.

X. RELEASE OF CLAIMS

53. Upon the effective date, the Plaintiff class and the Plaintiffs, shall by operation of this paragraph individually and jointly, for their heirs, executors, assigns, agents, attorneys, successors and assigns release the following named defendants: George Voinovich, Reginald Wilkinson, Arthur Tate, Jr., Terry Collins, Ronald W. Bailey, Oscar McGraw, Charles F. Bell, Larry E. Neff, Benjamin G. Bower, John H. Newsome, David E. Bradley, Rodger E. Roddy, Richard D. Brown, II, David N. See, Patrick F. Burnett, Randy L. Stout, Roger D. Crabtree, James R. Swann, Eric Dahlberg, Michael E. Turner, Robert Finley, Gerald E. Webb, Wilbur K. Harris, Jack G. Williams, Jr., Edwin H. Benner, Jeff R. Lewis, and Kevin Clarkson of and from any and all claims, demands, causes of action, rights, property damages, costs, and expenses of every kind, nature and description, whether in law or at equity, whether based on state or federal law, whether known or unknown, and whether accrued or to accrue, which the parties

may now or hereafter have against the other arising from, in connection with, as a result of, or pertaining in any way to the claims alleged in, or which could have been raised in, this action, including any and all claims based on events and conditions of confinement related to the April, 1993 disturbance at SOCF, and including those claims dismissed with prejudice pursuant to the stipulation of dismissal attached as Appendix B. This release applies to all defendants named in the consolidated cases and to the Department and any of its past or present employees. This release is without prejudice to any past, present or future claims that are not based on the 1993 riot or post-riot lockdown, including but not limited to habeas claims and other civil claims unrelated to the riot or subsequent lockdown.

XI. MISCELLANEOUS PROVISIONS

54. All parties hereto agree to exercise their best efforts and to take all reasonable steps necessary to effectuate the settlement set forth in this Memorandum. The Department will make reasonable efforts to provide Class Counsel with any information in its possession that Class Counsel requests in order to facilitate giving individual notice to Class members.

55. This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective estates, heirs, successors and assigns.

56. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

57. Except as otherwise specifically provided for in this Memorandum, no party shall be liable for any costs or expenses incurred by or on behalf of any other party in connection with this Memorandum.

58. Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party (other than class notification) shall be in writing and delivered personally or sent registered or certified mail, postage prepaid, if to Defendants to:

Gerald A. Messerman
Messerman & Messerman
4100 Key Tower
127 Public Square
Cleveland, Ohio 44114

John F. Berry
Berry, Shoemaker & Clark
42 East Gay Street
Suite 1515
Columbus, Ohio 43215

Chief, Corrections Litigation Section
Ohio Attorney General's Office
140 East Town Street, 9th Floor
Columbus, Ohio 43215

General Counsel
Ohio Department of Rehabilitation and Correction
1050 Freeway Drive North
Columbus, Ohio 43229

If to Class Counsel, and Plaintiffs or Class members to:

Alphonse A. Gerhardstein
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202

59. This Memorandum shall be construed in accordance with the laws of the State of Ohio applicable to agreements made and performed in such jurisdiction.

60. The Plaintiffs' Class Counsel shall have access to those records that are reasonably necessary to monitor compliance with this Memorandum. Access shall also be permitted to SOCF, and upon a showing of necessity to Close security prisons, for the same purpose so long as the visit is prearranged with counsel for the Defendants, will not interfere with security at the prison, and is at a time and date agreed to by the Department.

61. Unless otherwise specifically provided, the term of the Operational Provisions in this Memorandum shall be three years from the effective date of this Memorandum.

62. If the Memorandum is challenged and held not to be fair to the Class or is otherwise not approved, then, at the conclusion of the appellate process when all appeals have been exhausted and no further appeal may be taken, if a final order or final judgment approving this settlement does not issue, this Memorandum shall immediately terminate and shall have no further force or effect. Any monies deposited by Defendants will be returned to the Department with all interest earned thereon, and all parties herein shall be restored to their respective positions immediately prior to execution of this Memorandum.

AGREED this 22 Day of Jan, 1997.

Agreed and Stipulated to:

Alphonse A. Gerhardstein

Alphonse A. Gerhardstein
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202
(513) 621-9100

Marc D. Mezibov

Marc D. Mezibov
Sirkin, Pinales, Mezibov &
Schwartz
105 W. Fourth Street
Suite 920
Cincinnati, OH 45202
(513) 721-4876

Stanley M. Chesley

Waite, Schneider, Bayless &
Chesley
1513 Central Trust Tower
Cincinnati, OH 45202
(513) 621-0267

Neal D. Baker

Neal D. Baker
Dinsmore & Shohl
1900 Chemed Center
255 E. 5th Street
Cincinnati, OH 45202
(513) 977-8185

Attorneys for Plaintiffs

Betty D. Montgomery
Attorney General

Gerald A. Messerman

Gerald A. Messerman
Messerman & Messerman
4100 Key Tower
127 Public Square
Cleveland, OH 44114
(216) 574-9990

Special Counsel for Defendants
Voinovich, Wilkinson, Tate and Collins

Joshua T. Cox

Joshua T. Cox
Assistant Attorney General
Corrections Litigation Section
140 E. Town Street, 9th Floor
Columbus, OH 43215
(614) 644-7233

Attorney for Defendants Voinovich,
Wilkinson, Tate and Collins

John F. Berry

John F. Berry
Berry, Shoemaker & Clark
42 E. Gay Street, Suite 1515
Columbus, OH 43215
(614) 464-0100

Special Counsel for all Defendants other
than Voinovich, Wilkinson, Tate and Collins

APPENDIX A

ADAMS V. TATE, C-1-93-556
ALEXANDER V. WILKINSON, ET AL, C-1-93-695
BRAZZILE, ET AL. V. TATE, ET AL., C-1-93-769
CHAMBERS V. SOCF, ET AL., C-1-93-691
CHRISTMAN V. RATCLIFF, C-1-93-531
COLON V. TURNER, ET AL., C-1-93-840
DAVIS V. WILKINSON, ET AL., C-1-93-692
DAWSON V. TATE, C-1-93-529
DONNELLY V. WILKINSON, ET AL., C-1-93-499
FAISON V. TATE, ET AL., C-1-93-647
FIELDS V. TATE, C-1-93-399
FIELD V. MASON, C-1-93-628
HARRIS V. WILKINSON, ET AL., C-1-93-881
HARRIS V. TATE, ET AL., C-1-93-545
HICKMAN V. TATE, ET AL., C-1-93-752
HILL V. TATE, ET AL., C-1-94-049
HILL V. BURNETT, C-1-93-764
HINES V. TATE, ET AL., C-1-93-661
HOPKINS V. VOINOVICH, ET AL., C-1-94-052
HOUSTON V. TATE, C-1-93-719
HUGHES V. COLLINS, C-1-96-036 (riot-related claims only)
JEFFERSON V. TATE, C-1-93-455
JOHNSON V. TATE, C-1-93-633
JOHNSON V. OHIO, STATE OF, ET AL., C-1-94-592
KEYS V. TATE, ET AL., C-1-93-632
KUHR V. UNKNOWN, MS-1-95-40
LATTIMER V. WILKINSON, ET AL, C-1-93-631
LOWE V. TATE, ET AL., C-1-93-625
MASON V. TATE, ET AL., C-1-93-630
MCINTYRE V. WILKINSON, ET AL., C-1-93-726
MILLER V. TATE, C-1-93-576
MILLS V. BAILEY, ET AL., C-1-93-689
NEWELL V. TATE, ET AL., C-1-94-388
NOLAN V. TATE, C-1-93-461
NORMAN V. TATE, ET AL., C-1-93-823
SALES V. TATE, C-1-93-498
SIMMONS V. TATE, ET AL., C-1-93-533
SIMMONS V. COLLINS, ET AL., C-1-94-531
SOMMERS, ET AL. V. VOINOVICH, ET AL., C-1-95-290
SWEARINGEN V. TATE, C-1-94-759 (riot-related claims only)
TURNER V. TATE, ET AL., C-1-93-762
WARREN V. TATE, ET AL., C-1-94-54

APPENDIX B

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE: SOUTHERN OHIO : Civil Action No. C-1-93-436
CORRECTIONAL FACILITY : (Spiegel, J.)
 : (Sherman, M.J.)
 :
 : STIPULATED DISMISSAL ENTRY
 :
 :

The Court has been advised by the parties that the above-captioned matter has been settled, and that the settlement includes the following cases previously consolidated with this action by order of the Court:

ADAMS V. TATE, C-1-93-556
ALEXANDER V. WILKINSON, ET AL., C-1-93-695
BRAZZILE, ET AL. V. TATE, ET AL., C-1-93-769
CHAMBERS V. SOCF, ET AL., C-1-93-691
CHRISTMAN V. RATCLIFF, C-1-93-531
COLON V. TURNER, ET AL., C-1-93-840
DAVIS V. WILKINSON, ET AL., C-1-93-692
DAWSON V. TATE, C-1-93-529
DONNELLY V. WILKINSON, ET AL., C-1-93-499
FAISON V. TATE, ET AL., C-1-93-647
FIELDS V. TATE, C-1-93-399
FIELD V. MASON, C-1-93-628
HARRIS V. WILKINSON, ET AL., C-1-93-881
HARRIS V. TATE, ET AL., C-1-93-545
HICKMAN V. TATE, ET AL., C-1-93-752
HILL V. TATE, ET AL., C-1-94-049
HILL V. BURNETT, C-1-93-764
HINES V. TATE, ET AL., C-1-93-661
HOPKINS V. VOINOVICH, ET AL., C-1-94-052
HOUSTON V. TATE, C-1-93-719
HUGHES V. COLLINS, C-1-96-036 (riot-related claims only)
JEFFERSON V. TATE, C-1-93-455
JOHNSON V. TATE, C-1-93-633
JOHNSON V. OHIO, STATE OF, ET AL., C-1-94-592

KEYS V. TATE, ET AL., C-1-93-632
KUHR V. UNKNOWN, MS-1-95-40
LATTIMER V. WILKINSON, ET AL., C-1-93-631
LOWE V. TATE, ET AL., C-1-93-625
MASON V. TATE, ET AL., C-1-93-630
MCINTYRE V. WILKINSON, ET AL., C-1-93-726
MILLER V. TATE, C-1-93-576
MILLS V. BAILEY, ET AL., C-1-93-689
NEWELL V. TATE, ET AL., C-1-94-388
NOLAN V. TATE, C-1-93-461
NORMAN V. TATE, ET AL., C-1-93-823
SALES V. TATE, C-1-93-498
SIMMONS V. TATE, ET AL., C-1-93-533
SIMMONS V. COLLINS, ET AL., C-1-94-531
SOMMERS, ET AL. V. VOINOVICH, ET AL., C-1-95-290
SWEARINGEN V. TATE, C-1-94-759 (riot-related claims only)
TURNER V. TATE, ET AL., C-1-93-762
WARREN V. TATE, ET AL., C-1-94-54

The settlement having been approved by the Court pursuant Rule 23(e) of the Federal Rules of Civil Procedure, it is ORDERED that this case and the above-listed consolidated cases are hereby DISMISSED WITH PREJUDICE.

SO ORDERED.

Dated: _____

S. Arthur Spiegel
United States Senior District Judge

Agreed and Stipulated to:

Alphonse A. Gerhardstein
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202
(513) 621-9100

Marc D. Mezibov
Sirkin, Pinales, Mezibov &
Schwartz
105 W. Fourth Street
Suite 920
Cincinnati, OH 45202
(513) 721-4876

Stanley M. Chesley
Waite, Schneider, Bayless &
Chesley
1513 Central Trust Tower
Cincinnati, OH 45202
(513) 621-0267

Neal D. Baker
Dinsmore & Shohl
1900 Chemed Center
255 E. 5th Street
Cincinnati, OH 45202
(513) 977-8185

Attorneys for Plaintiffs

Betty D. Montgomery
Attorney General

Gerald A. Messerman
Messerman & Messerman
4100 Key Tower
127 Public Square
Cleveland, OH 44114
(216) 574-9990

Special Counsel for Defendants
Voinovich, Wilkinson, Tate and Collins

Joshua T. Cox
Assistant Attorney General
Corrections Litigation Section
140 E. Town Street, 9th Floor
Columbus, OH 43215
(614) 644-7233

Attorney for Defendants Voinovich,
Wilkinson, Tate and Collins

John F. Berry
Berry, Shoemaker & Clark
42 E. Gay Street, Suite 1515
Columbus, OH 43215
(614) 464-0100

Special Counsel for all Defendants other
than Voinovich, Wilkinson, Tate and
Collins

APPENDIX C

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE: SOUTHERN OHIO : Civil Action No. C-1-93-436
CORRECTIONAL FACILITY : (Spiegel, J.)
: (Sherman, M.J.)
:
: STIPULATED CONDITIONAL
: DISMISSAL
:
:

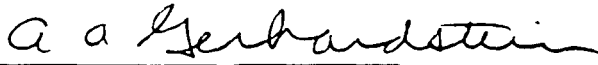
The parties stipulate and agree to the conditional dismissal without prejudice of the following defendants: Ronald W. Bailey, Oscar McGraw, Charles F. Bell, Larry E. Neff, Benjamin G. Bower, John H. Newsome, David E. Bradley, Rodger E. Roddy, Richard D. Brown, II, David N. See, Patrick F. Burnett, Randy L. Stout, Roger D. Crabtree, James R. Swann, Michael E. Turner, Robert Finley, Gerald E. Webb, Wilbur K. Harris, Jack G. Williams, Jr., Edwin H. Benner, Jeff R. Lewis, and Kevin Clarkson. Said dismissal is conditioned upon the consummation and completion of the entire Memorandum of Understanding in the above-captioned action, and in the event the Memorandum of Understanding is not completed and consummated, the conditional dismissal shall be null and void *ab initio* and have no force or effect. Said dismissal shall not effect the rights of plaintiffs with respect to defendants George Voinovich, Reginald Wilkinson, Arthur Tate, Jr., Terry Collins and Eric G. Dahlberg.

SO ORDERED.

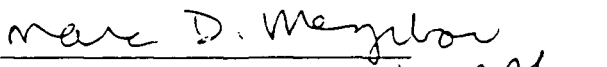
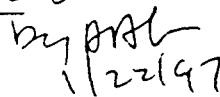
Dated: _____

S. Arthur Spiegel
United States Senior District Judge

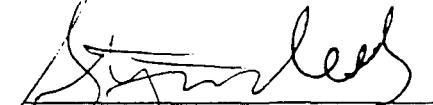
Agreed and Stipulated to:



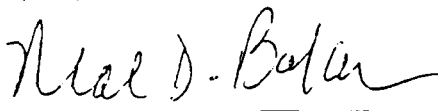
Alphonse A. Gerhardtstein
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202
(513) 621-9100


by  1/22/97

Marc D. Mezibov
Sirkin, Pinales, Mezibov &
Schwartz
105 W. Fourth Street
Suite 920
Cincinnati, OH 45202
(513) 721-4876


Stanley M. Chesley
Waite, Schneider, Bayless &
Chesley

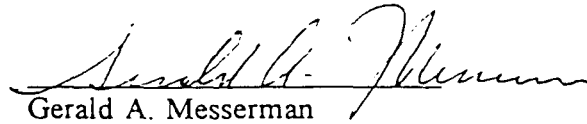
1513 Central Trust Tower
Cincinnati, OH 45202
(513) 621-0267



Neal D. Baker
Dinsmore & Shohl
1900 Chemed Center
255 E. 5th Street
Cincinnati, OH 45202
(513) 977-8185

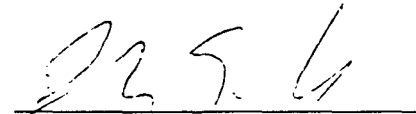
Attorneys for Plaintiffs

Betty D. Montgomery
Attorney General



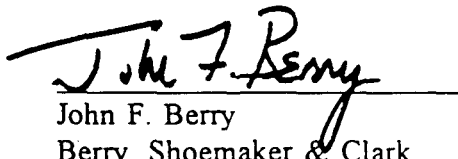
Gerald A. Messerman
Messerman & Messerman
4100 Key Tower
127 Public Square
Cleveland, OH 44114
(216) 574-9990

Special Counsel for Defendants
Voinovich, Wilkinson, Tate and Collins



Joshua T. Cox
Assistant Attorney General
Corrections Litigation Section
140 E. Town Street, 9th Floor
Columbus, OH 43215
(614) 644-7233

Attorney for Defendants Voinovich,
Wilkinson, Tate and Collins



John F. Berry
Berry, Shoemaker & Clark
42 E. Gay Street, Suite 1515
Columbus, OH 43215
(614) 464-0100

Special Counsel for all Defendants other
than Voinovich, Wilkinson, Tate and Collins

STATE OF OHIO

DEPARTMENT OF REHABILITATION
AND CORRECTION

SUBJECT:	PAGE 1 OF 11
Inmate Property Limits - Sundry Packages	SECTION: 205 NUMBER: 01
RULE/CODE REFERENCE: 5120-9-33	SUPERCEDES:
RELATED ACA STANDARDS:	EFFECTIVE DATE: September 1, 1991
RELATED AUDIT STANDARDS: 205	APPROVED: <i>Reginald A. Williams</i>

I. PURPOSE

To set forth consistent and reasonable possession and value limitations for inmate personal property allowed within the institutions and to set forth consistent guidelines for determining items permitted to be received as inmate personal property.

II. APPLICABILITY

This policy applies to all persons employed by or under contract to the Department of Rehabilitation and Correction. It specifically applies to all persons who process and account for inmate personal property within the institutions.

III. DEFINITIONS

Inmate Personal Property: Articles for which the inmate has received permission to possess. This includes both state-issue clothing and items legally owned by the inmate.

Sundry Package: Any box/package received by an inmate containing non-edible personal property.

IV. POLICY

It is the policy of the Department of Rehabilitation and Correction to allow for a reasonable amount of personal property to be in the possession of the inmates under its jurisdiction. It is further the policy of the Department to set dollar limitations on the value of such inmate personal property and to set forth procedures for total accountability of such inmate personal property.

V. PROCEDURE

- A. Each inmate is permitted the amount of personal property that will fit into a 2.4 cubic foot storage locker.

SUBJECT: INMATE PROPERTY LIMITS - SUNDRY PACKAGES

- B. Each inmate is required to verify the dollar values of the personal property in his/her possession to ensure adherence to the value limits set by the approved property list (attached as Appendix A).
1. Verification can be made through the showing of a receipt for the property or through a package list sent in with the property, listing the dollar values for the property.
 2. Verification can also be made through receipts from commissary purchases of personal property.
- C. Each inmate is allowed a sundry package from an approved source as set forth in Administrative Rule 5120-9-33 (one package per quarter).
1. The sender of the sundry package must be on the inmate's approved visiting list, pursuant to Administrative Rule 5120-9-33.
 2. The package must have a complete listing of all items contained within and the dollar values of all items. This list must be signed by the sending party, complete with return address. This list must be attached to the outside of the package.
 3. The package must meet all the restrictions for sundry packages listed in Administrative Rule 5120-9-33.
- D. Each institution will maintain accurate and updated records of inmate personal property to ensure that no inmate exceeds the maximum possession limits set forth in the approved property list (attached as Appendix A).
- E. Excess property shall be processed in accordance with Administrative Regulation 5120-9-55, "Contraband."

APPENDIX AAPPROVED ITEMS FOR SUNDRY PACKAGES

(MALE)

(does not apply for reception inmates)

The following property may be possessed by inmates and may be received in sundry packages. Where not indicated, possession limits on individual types or items of property shall be set by individual institutional policy. Additionally, institutional policy shall set possession limits on commissary items and other special items allowed by the institution.

Inmates are not permitted to receive packages while at Frazier Health Center, the Correctional Medical Center, or other outside hospitals. Inmates assigned to reception, disciplinary control, local control, administrative control, or the shock incarceration program are not permitted to receive packages.

All packages received must pass through the institution's fluoroscope and are limited to 25 pounds gross. See the appropriate institutional manual for specific sizes of the institution's fluoroscope.

CLOTHING

Personal Clothing Items: (no red items permitted)

	<u>Value</u>	<u>Package Limit</u>	<u>Possession Limit</u>
Belt (solid color, 1½" maximum width; no laminated or elastic)	\$12.00	1	1
Belt buckle (plain, 2" x 2", no design or emblem)	7.00	1	1
Caps:			
Baseball (no emblem)	10.00	1	1
Stocking (no ski mask)	10.00	1	1
Tarboosh (permission of Chaplain)	10.00	1	1
Yarmulka (permission of Chaplain)	10.00	1	1
Fez (permission of Chaplain)	10.00	1	1
Dashiki, hip length (per institutional policy)	15.00	1	1
Gloves (per institutional policy) (length not above wrist; no gauntlet, or rubber)	10.00	1	1
Baseball glove (standard color, pre-arranged by recreation)	30.00	1	1

	<u>Value</u>	<u>Package Limit</u>	<u>Possession Limit</u>
Handkerchiefs (white only) 15" x 15" maximum	1.00	8	12
Pajamas (no hood, design, or emblem, no white or gray)	20.00	1	2
Robes: Solid color, no white or gray			
Bath (no hood, design or emblem)	25.00	1	1
Prayer (permission of Chaplain)	25.00	1	1
Shirts (per institution policy) (solid color, button only, no white or gray, no design or emblem, with collar, no shirt jackets, no turtlenecks)	15.00	1	3
Shoes:			
Baseball (permission of recreation department)(rubber or plastic cleats only, outside activity only)	50.00	1	1
Dress (black or brown only, 2" maximum heel, no platforms, suede, or patent leather)	75.00	1	1
Tennis shoes	75.00	1	1
Hiking or work shoes	75.00	1	1
House slippers	15.00	1	1
Shower (plastic or rubber only, no laminated types)	5.00	1	1
Socks	5.00	4	7
Sweatsuits (per institution policy, recreation only)			
Shirt (solid color, no hood, no design or emblem, no turtleneck)	30.00	1	2
Pants (solid color, no rubber or plastic)	15.00	1	2
Gym shorts (solid color)	10.00	1	2

	<u>Value</u>	<u>Package Limit</u>	<u>Possession Limit</u>
Sweaters: (per institution policy) (solid color, no turtleneck, no collar)	30.00	2	3
Underclothing:			
Long johns (no padded/quilted)	20.00	1	3
Shorts (solid color only)	5.00	3	6
Strap shirts (solid color only)	5.00	3	6
T-shirts (solid color only, no emblem or design)	5.00	3	6

GENERAL ITEMS

Blanket, twin size, solid color (no red, no white, no electric, no long nap, no thermal)	35.00	1	2
Cassette player (per institution policy) (no recording, microphone, or P.A. capabilities. Earphone jack required, no detached speakers, no transformer adapters, 12" x 12" x 20" maximum size.)	90.00	1	1
Cassette tapes (commercially recorded, new, in original wrapper)	15.00	5	15
Cassette cleaning cartridges (mail order only)	8.00	1	1
Clock, small electric or hand-wind	15.00	1	1
Earphones or earplugs, mail order only (no transistor radio type)	35.00	1	1
Harmonica	25.00	1	1
Mugs and glasses (plastic only, not insulated)	3.00	1 ea.	1 ea.
Publications (per Administrative Rules)	25.00	3	10
Radio (per institutional policy)(no recording or P.A. capabilities, 12" x 12" x 20" maximum size, no shortwave, no detached speakers, no transformer adapters, earphone jack required, AM-FM only)	90.00	1	1

	<u>Value</u>	<u>Package Limit</u>	<u>Possession Limit</u>
Religious items (approved by Chaplain)			
Beads	20.00	1	1
Chains	20.00	1	1
Medals	20.00	1	1
Rugs (maximum 27" x 54")	20.00	1	1
Ring (other than wedding ring)	70.00	1	1
Wedding band	100.00	1	1
Stationery supplies, pens & pencils (no indelible or printers ink)			
Embossed envelopes		10	25
Pens (no pull-aparts or felt tips)	2.00	2	5
Pencils	.50	5	10
Stationery supplies		Reasonable	Amount
Stringed instruments (no electric)	170.00	1	1
Sunglasses (per institution policy) (no wrap-around or reflective, no excessive size)	20.00	1	1
Television (per institution policy) (must have jack for earphones, 15" diagonal maximum size)	150.00(B/W) 1 250.00(Color)1	1 1	1 1
Towels, bath size only (no beach, no white, no design or emblem)	15.00	3	5
Washcloths, solid color only (no design or emblem)	8.00	3	5
Typewriter (per institution policy) (manual or electric, no double walled cases)	175.00	1	1
Typewriter ribbons	10.00	1	1
Wrist watch	75.00	1	1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE SOCF

: Civil Action No. C-1-93-436
: (Spiegel, J.)
: (Sherman, M.)

:
:

GENERAL PROTOCOL FOR CLAIMS BY CLASS MEMBERS AGAINST
SETTLEMENT FUND

I. GENERAL

1. This general protocol is an integral part of the
Memorandum of Understanding between plaintiffs and defendants.
The parties recognize that other protocols will be developed
which shall be consistent with this general protocol.

Prote

2. To administer the settlement fund provided at
VII, paragraphs 41 through 46 of the Memorandum of Understanding,
a Claims Administrator selected by agreement of Class Counsel,
the Department and the Attorney General shall be appointed by the
Court. The Claims Administrator shall retain such professional
and support staff as is necessary to efficiently and competently
complete the task of distributing the settlement fund.

3. Consistent with paragraph 45 of the Memorandum of
Understanding, any and all costs and expenses of the Claims
Administrator incurred in the administration and distribution of
the settlement fund shall be paid from the settlement fund.

II. CLAIMS ADMINISTRATION

A. Procedures for Claims

4. Upon the effective date of the Memorandum of Understanding, the Claims Administrator will send a claim form to all known class members at their last known address. Notice shall also be posted in a conspicuous place in each facility operated by the Ohio Department of Rehabilitation and Correction (the "Department") which houses male offenders. Said notice shall advise class members that they may obtain a claim form by writing to the Claims Administrator in writing.

5. Claim forms shall be printed upon a two level carbonless copy form so that class members may retain a copy of their completed claim forms. Each class member making a claim for compensation shall return, via first class mail, the original of the completed form with all supporting documentation to the Claims Administrator. To be considered timely, the completed claim form must be postmarked by the due date set forth on the claim form. The due date shall be determined, subject to the approval of the District Judge, subsequent to the effective date of the Memorandum of Understanding.

6. Claims made on behalf of deceased class members may only be made by the administrator/administratrix of an established probate estate.

7. No claims shall be paid until all of the claims received in a timely manner have been processed and verified.

8. The Department, Class Counsel and the Attorney General shall be notified of all claims within seven days after receipt of each claim form by the Claims Administrator by forwarding to

them copies of said forms and any supporting documentation.

9. Each class member approved for payments shall be identified only by his claims number created for this litigation. No inmate receiving funds from the settlement fund shall be identified by name in any public filing with the Court. A key to the claim numbers assigned will be filed with the Court in camera.

10. Claims shall be paid only upon approval of the Magistrate.

11. All class members who are authorized to receive a payment from the settlement fund will be presented with a release on the back of the check sent by the Claims Administrator. The release becomes effective upon the endorsement and negotiation of the check.

12. Each class member who is in custody, will be informed of the date when his check is sent to his facility.

B. Claims Awards and Appeals

13. Within 21 days of the Department's receipt of a claim form from the Claims Administrator as provided in paragraph 8 above, the Department may, but is not obligated to provide information to the Claims Administrator relevant to:

- a. Whether the claimant is a member of the class;
- b. Whether the claimant is eligible for compensation under paragraph 43 of the Memorandum of Understanding.
- c. Whether the claimant has been administratively convicted of riot-related misconduct.
- d. The extent of the injury to the claimant or the property loss (subject to the provisions of paragraph 18) suffered by the claimant.

e. Riot-related misconduct not resulting in an administrative conviction pursuant to the last paragraph of this section 13.

Any information provided under this paragraph to the Claims Administrator by the Department shall be served on the claimant and Class Counsel at the same time it is filed with the Claims Administrator. The claimant and Class Counsel shall be permitted a period of 14 days to file with the Claims Administrator any response to such information. The record of any administrative conviction for riot-related misconduct or other evidence of riot-related misconduct pursuant to the last paragraph of this section 13, shall be considered by the Claims Administrator and may be construed as a factor to diminish the size of or entitlement for the property damage, injury, or death claimed. The Claims Administrator shall not be permitted to consider alleged riot-related misconduct of a class member unless that same act(s) of misconduct has resulted in an administrative conviction, or unless permitted pursuant to the last paragraph of this section 13.

If the Department wants to provide information of riot-related misconduct to the Claims Administrator other than administrative convictions, the Claims Administrator shall only consider such information if:

1. After hearing the response (if any) of class counsel and the claimant, the Claims Administrator finds that the information is as reliable as the information that can be presented by claimants pursuant to paragraph 16 hereof; and
2. After hearing the response (if any) of class counsel and the claimant, the Claims Administrator finds that not considering the information would impose an injustice.

14. Each claimant, Class Counsel, the Department and the Attorney General will be notified of the approval or disapproval of a claim, and the amount to be paid the claimant in the event the claim is approved, prior to the distribution to the claimant of an award. If the claimant elects to appeal the disapproval of his claim or the amount to be paid him for his claim, the claimant must send his written appeal to the Claims Administrator within thirty days of the date he receives the decision regarding his claim. To be considered timely, the notice of appeal must be postmarked by the date it is due. Appeals must be in writing and state the basis for the appeal.

Within the same time frame granted to a claimant for appeal, the Department can institute an appeal as to any award to any claimant based upon the following:

- a. The Claimant is not a class member.
- b. The claimant is not eligible for compensation pursuant to paragraph 43 of the Memorandum of Understanding
- c. The amount of the award to the claimant.

The Claims Administrator must, within seven days of receipt, serve the Department, the Attorney General, the claimant and Class Counsel with copies of any appeals filed with respect to any award.

If no timely notice of appeal is received by the Claims Administrator, the claimant's check will be mailed by the Claims Administrator within seven business days of the expiration of the appeals period.

15. The claimant, Class Counsel and the Department shall have ten days after their receipt of a notice of appeal, to respond to the appeal in writing to the Claims Administrator. Upon receipt of a timely notice of appeal, the Claims Administrator will study the arguments and any additional documentation supplied by the Department, Class Counsel, or the claimant, make a determination on the appeal, and inform the claimant, the Department and the Class Counsel of the decision. If dissatisfied with the decision of the Claims Administrator, the claimant, the Department or the Class Counsel may then request review by the Magistrate. If dissatisfied with the decision of the Magistrate, the claimant, the Department, or Class Counsel may then seek review by the District Judge. The decision of the District Judge shall be final.

C. Claims Evidence and Standards

16. Claims by class members must be verified by one or more of the following sources or by other equally reliable sources:

- staff reports
- incident reports
- inmate medical records
- independent medical records
- infirmary logs
- disturbance logs
- hospital records
- photos
- videotapes
- inmate title records
- property room records
- Court of Claims case records and related documents
- grievances/kites with itemization contemporaneous with the alleged loss

17. Physical contact in the absence of physical injury shall not, by itself, constitute a basis for an award against the settlement fund.

18. Class members who have already received compensation for property losses associated with the riot shall have their claim reduced by the amount previously received. The Department should provide the Claims Administrator a list of all inmates who have received payment for property loss and the amount received by each inmate. As to any property loss award that exceeds the amount of \$225.00, the Claims Administrator shall state the basis for the award. In property loss awards that exceed \$225.00, the Claims Administrator should not award sums in excess of the values contained in DRC Rule 5120-9-33 Appendix A (attached) as to the value of property that a class member could lawfully possess, unless an award limited to the values set out in Appendix A would impose an injustice.

19. Claims for monetary compensation by class members based other than on death, physical injury or property loss may be submitted, but will only be considered upon the following showing:

(a) The class member has suffered any other serious riot related injury, (b) the relief available under the Operational Provisions of the Memorandum of Understanding are seriously inadequate for that class member given his personal situation, and (c) the denial of compensation to the class member would impose an injustice.

The Claims Administrator must find competent, credible evidence of:

1. The seriousness of the alleged injury and the extent of the impact of the injury on the claimant;
2. Its origin in the circumstances of the riot;
3. The claimant's demonstrated efforts or lack thereof to document his injury or obtain services to address his injury;

4. The extent of services provided or made available to the claimant for his injury;
5. The reason that the relief available under the Operational Provisions of the Memorandum of Understanding is seriously inadequate to remedy his loss given his personal situation;
6. How a denial of compensation would impose an injustice.

20. The Claims Administrator shall state the basis for all death, physical injury and other serious injury awards on a form to be developed for that purpose by the Claims Administrator. The Claims Administrator shall give enough explanation that the claimant, the Department, and Class Counsel understand the factors that were considered in the award.

D. Miscellaneous

21. In cooperation with Class Counsel, the Department shall establish a document depository in Cincinnati, Ohio and the contents shall be available to the Claims Administrator, the Department, and Class Counsel. The Department shall respond to reasonable requests for information from the Claims Administrator concerning claims if the information sought is not available by examining the contents of the depository. Inmates seeking information related to their claim must direct their inquiries to the Claims Administrator who shall be required to make reasonable efforts to secure information from the depository or, if unavailable there, from the Department. The Department has no obligation to affirmatively assist inmates or class members in completing claim forms. The Claims Administrator shall provide class members with printed, postage prepaid envelopes for correspondence with the Claims Administrator.

22. The Claims Administrator may retain any expert or professional consultant necessary to evaluate a claim.

23. Any notification to be made to the Department, the Attorney General and to the Class Counsel shall be accomplished by mailing by first class mail as below:

To the Department:

Gregory C. Trout, Esq.
OHIO DEPARTMENT OF REHABILITATION
AND CORRECTION
1050 Freeway Drive North
Columbus, OH 43229
614-752-1034 (Fax)

To the Attorney General:

Joshua T. Cox, Esq.
Assistant Attorney General
Corrections Litigation Section
140 E. Town Street
9th Floor
Columbus, OH 43215
614-728-9327 (Fax)

To Class Counsel:

Alphonse A. Gerhardstein, Esq.
1409 Enquirer Building
617 Vine Street
Cincinnati, OH 45202
513-345-5543 (Fax)