

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARCUS JACKSON, AMANDA HESTER,
ASHLEY BUSH, SARA DUNMIRE, and
MICHAEL DUNMIRE,

Plaintiffs,

v.

Case No. 12-14807
Honorable David M. Lawson

COUNTY OF ISABELLA, LEO
MIODUSZEWSKI, and THOMAS RECKER,

Defendants.

_____ /

STIPULATED ORDER OF DISMISSAL

The parties hereby agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. The parties have informed the Court that their settlement is conditional upon the Court retaining jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994). Accordingly, IT IS HEREBY ORDERED:

1. The parties shall comply with the terms of their settlement agreement entered into on August 15, 2013 and provided to the Court as Exhibit A, which are incorporated herein by reference.
2. By consent of the parties, the Court shall retain jurisdiction for the purpose of enforcing the terms of the settlement agreement through August 15, 2018.
3. Except as provided for in paragraphs 1 and 2 above, this case is DISMISSED with prejudice and without costs.

s/David M. Lawson
DAVID M. LAWSON
United States District Judge

Dated: August 23, 2013

Stipulated and agreed to by:

For the Plaintiffs:

/s/ Michael J. Steinberg
Michael J. Steinberg

Dated: August 19, 2013

For the Defendants:

/s/ Todd A. Gray
Todd A. Gray

Dated: August 19, 2013

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on August 23, 2013.

s/Shawntel Jackson
SHAWNTEL JACKSON

Dunmire, et al., v. Isabella County, et al.,
Case No. 12-cv-14807 (E.D. Mich.)
Hon. David M. Lawson

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 15th day of August, 2013 by and between:

Plaintiffs: Michael Dunmire, Marcus Jackson, Amanda Hester, Ashley Bush, and Sara Dunmire

Defendants: Isabella County, Leo Mioduszewski, and Thomas Recker

Insurer: Trident Insurance Company

RECITALS

- A. On October 30, 2012, Plaintiffs filed a Complaint against Isabella County, Leo Mioduszewski, and Thomas Recker (collectively referred to herein as the "Isabella County Defendants") in the United States District Court for the Eastern District of Michigan, Southern Division, styled *Michael Dunmire, et al. v. Isabella County, et al.*,¹ Case No. 1:12-cv-14807 (the "Complaint" or "Litigation").
- B. The persons whose names and signatures appear below affirm that the Parties they represent consent to this Settlement Agreement and have authorized them to sign this paper on their behalf.
- C. In the Complaint, Plaintiffs sought injunctive and monetary relief as a result of the alleged course of events referenced in the Complaint, which Plaintiffs allege resulted in injuries and other damages to them, including alleged deprivations of their civil rights arising under the 8th and 14th Amendments to the United States Constitution, compensatory damages, costs, and attorney's fees.
- D. The Isabella County Defendants hereby expressly deny all allegations made against them by Plaintiffs, including all allegations of wrongful conduct (negligent or intentional), deliberate indifference, gross negligence, or any other liability as it relates to the occurrences referenced in the Complaint.
- E. Insurer is the liability insurer of the Isabella County Defendants, and as such, would be obligated to pay any claim made or judgment obtained against the Isabella County Defendants which is covered by its policies with the Isabella County Defendants, up to the applicable limits of coverage.
- F. Plaintiffs, the Isabella County Defendants, and their Insurer (hereinafter the "Parties") have settled all claims in the underlying action (hereinafter "Settlement with the Plaintiffs").

¹ Sometimes referred to as *Marcus Jackson, et al. v. Isabella County et al.*

- G. The American Civil Liberties Union Fund of Michigan (hereinafter the "ACLU") sponsored this Litigation, and attorneys who work for or with the ACLU represent Plaintiffs, but the ACLU is not a Party to this Litigation or this Settlement Agreement.

Accordingly, the Parties hereby desire to enter into this Settlement Agreement in order to set forth the rights and responsibilities of the Parties.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge

1.1 In exchange for and consideration of the payments, acts, and promises set forth in Section 2 below, the Plaintiffs do for themselves, their principals, agents, heirs, administrators, executors, representatives, and assigns hereby completely release, relieve, acquit and forever discharge the Isabella County Defendants from any and all past, present or future claims, liabilities, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the allegations contained in the Complaint and all related pleadings, including, without limitation, any and all known or unknown claims for insurance proceeds; breach of contract; real and personal property damage; loss of use; annoyance inconvenience; mental anguish or any like claim, to the Plaintiffs and any future claim of the Plaintiffs' representatives or heirs, economic damages, emotional damages, pain and suffering, consequential damages, punitive damages, attorney's fees or any other damages whether known or unknown, which have resulted or may result from the alleged acts or omissions of the Isabella County Defendants.

1.2 Plaintiffs acknowledge and agree that the release and discharge set forth above is a general release. The Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of this date, and of which the Plaintiffs do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Plaintiffs' decision to enter into this Settlement Agreement. The Plaintiffs further agree that they have entered into this Settlement Agreement as a complete compromise of the matters involving disputed issues of law and fact. The Plaintiffs assume the risk that the facts or law may be other than what the Plaintiffs believe. It is understood and agreed to by the Plaintiffs that this settlement is a compromise of a disputed claim, and the payments and agreement set forth in Section 2 below are not to be construed as an admission of liability on the part of the Isabella County Defendants by whom any and all liability is expressly denied.

1.3 This release and discharge shall also apply to the Isabella County Defendants past, present and future officers, directors, stockholders, attorneys, agents, insurers, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, parent companies, assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

2.0 Payments and Agreement

In consideration of the release and discharge set forth in Section 1 above, Trident Insurance Company, on behalf of the Isabella County Defendants, agrees to pay to the individual(s) named below (the "Payee(s)") the sums outlined in Sections 2.1, 2.2, and 2.3 below:

2.1 Payment of Three Thousand Dollars (\$3,000.00) payable to Sara Dunmire on or before September 15, 2013. Payment shall be made payable by check or draft to Plaintiff Sara Dunmire and shall be complete upon mailing by first-class mail.

2.2 Payment of Three Thousand Dollars (\$3,000.00) payable to Ashley Bush on or before September 15, 2013. Payment shall be made payable by check or draft to Plaintiff ~~Sara Dunmire~~ Ashley Bush and shall be complete upon mailing by first-class mail.

2.3 Payment of Sixty Thousand Dollars (\$60,000.00) payable to the American Civil Liberties Union Fund of Michigan, representing attorneys' fees and costs, on or before September 15, 2013. Payment shall be made payable by check or draft to the American Civil Liberties Union Fund of Michigan and shall be complete upon mailing by first-class mail.

2.4. The payments set forth in Sections 2.1 and 2.2 will be provided without withholdings for taxes or any other deductions. The Insurer, on behalf of the Isabella County Defendants, will issue an IRS Form 1099-MISC to Sara Dunmire and Ashley Bush in relation to such payments. Sara Dunmire and Ashley Bush shall be solely responsible for complying with any and all income tax and/or other tax liabilities and obligations which are or may become due or payable in connection with the payments described in Sections 2.1 and 2.2.

2.5 In consideration of the release and discharge set forth in Section 1 above, the Parties further agree to the following acts and promises enumerated below:

- a. The Isabella County Sheriff's Department shall maintain and follow a written policy stating that: "It is the policy of the Isabella County Sheriff's Department to provide recreational opportunities for inmates housed in the facility. Depending upon factors such as inmate participation, security concerns, and other daily activities such as court appearances, visitation hours, work activities, and inmate participation in programs such as substance abuse counseling, religious services, and educational services, each inmate shall be offered a minimum of one (1) hour of out-of-cell recreation five (5) days per week. Best efforts shall be made to continue out-of-cell recreation opportunities on a daily basis. Inmates are also permitted to engage in in-cell recreation."
- b. Current recreation policy prohibits inmates who are co-defendants, enemies, have gang associations or who would otherwise create unsafe conditions from using the recreation room during the same time period. The Isabella County Sheriff's Department shall maintain and follow a written policy stating that when inmates are barred from using the recreation room for one of these reasons, "such inmates shall be offered the opportunity to attend a different recreation period."

- c. The Isabella County Sheriff's Department shall acquire and maintain exercise equipment in the recreation room of the Isabella County Correctional Facility to allow inmates to exercise. At a minimum, the Isabella County Sheriff's Department shall acquire and maintain two (2) E-Line Air Walker Plus exercise machines, exercise mats and a television with video equipment to be used for playing exercise videos or similar exercise programs.
- d. The Isabella County Sheriff's Department shall maintain and follow a written policy stating that "both male and female inmates shall be eligible for trustee/community service status."
- e. The Isabella County Sheriff's Department shall maintain and follow a written policy that provides, "Best efforts shall be made to maintain a ratio of male to female trustee/community service status consistent with the inmate population ratios."
- f. It is acknowledged by the Parties that the community-service program is directed and controlled by the Isabella County Trial Court and not the Isabella County Sheriff's Department.
- g. The Isabella County Defendants shall allow Plaintiffs' counsel to enter the Isabella County Correctional Facility and observe the recreation room and the work areas once the exercise equipment is installed. The purpose of such an entry on land is to ensure that the provisions of this agreement are being honored and not to discover problems that are not the subject of this Litigation.

3.0 Attorneys' Fees

Except for the payment set forth in Section 2.3 above and except as provided in Section 5.0(c) below, the Parties shall bear all attorneys' fees and costs arising from the actions of their own counsel, if any, in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of an Order of Dismissal, and matters related to the Litigation.

4.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiffs shall deliver to counsel for the Isabella County Defendants, an executed Order of Dismissal, with prejudice, of the Complaint. As agreed to in the stipulated Order of Dismissal, the Parties agree that the Court will retain jurisdiction over the enforcement of this Settlement Agreement for a period of 5 years, from the date of execution (the "Enforcement Period"). The obligations of the Insurer and the Isabella County Defendants as set forth in Section 2 of this Settlement Agreement shall be contingent upon delivery and execution by Plaintiffs of the Order of Dismissal.

5.0 Breach of Agreement

The Parties agree that the Court will retain jurisdiction over the enforcement of this Settlement Agreement for a period of 5 years, from the date of execution (the "Enforcement Period"), as agreed to in the stipulated Order of Dismissal. The Parties do not anticipate a breach of this Settlement Agreement. However, in the event of a breach, the Parties agree:

- a. The non-breaching Party or Parties will have lost the benefit of their bargain and therefore may take action to enforce this Settlement Agreement, subject to the procedures set forth below;
- b. The appropriate and hereby stipulated remedy upon proof of a breach is an order of specific performance; and
- c. After ordering specific performance, the Court may, in its discretion, award reasonable attorneys' fees under the legal standards applicable to fee awards under 42 U.S.C. § 1988.

5.1 While the Parties do not anticipate a breach of this Settlement Agreement, in the event a Party or Parties believe(s) that the terms of this Settlement Agreement have been breached during the Enforcement Period, the Parties agree that the following procedure will govern:

- a. The Party or Parties that believe(s) the terms of this Settlement Agreement have been breached will notify the other Party or Parties of the specific nature of the alleged breach in writing by certified mail to the attention of counsel for the Parties identified below:

Plaintiffs' Counsel:
Michael J. Steinberg, Esq.
ACLU Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201

Isabella County Defendants' Counsel:
Todd A. Gray, Esq.
Mannion & Gray Co., L.P.A.
1375 East 9th Street, Suite 1600
Cleveland, OH 44114

- b. After the notification set forth above, the Party or Parties believed to have breached the terms of this Settlement Agreement shall have fourteen (14) days from the date of notification to respond in writing to the attention of counsel for the Parties identified above as to the specific nature of the alleged breach, identifying reasonable penological justification(s) for the alleged breach and/or its good faith efforts to remedy the alleged breach.

- c. If after the fourteen (14) day period, the Party or Parties believed to have breached the terms of this Settlement Agreement have not responded in writing to the attention of counsel for the Parties identified above as to the specific nature of the alleged breach, identifying reasonable penological justification(s) for the alleged breach and/or its good faith efforts to remedy the alleged breach, the Party or Parties that believe(s) the terms of this Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the Enforcement Period and to resolve any motion to enforce this Settlement Agreement that is filed prior to the expiration of the Enforcement Period.
- d. If the Party or Parties believed to have breached the terms of this Settlement Agreement responds in writing to the attention of counsel for the Parties identified above as to the specific nature of the alleged breach, identifying reasonable penological justification(s) for the alleged breach and/or its good faith efforts to remedy the alleged breach within the fourteen (14) day period, the Party or Parties that believe(s) the terms of this Settlement Agreement have been breached will not take action to enforce the terms of the Settlement Agreement, except as set forth in the following paragraphs:
 - i. If after receiving a written response set forth above, a Party or Parties still believe(s) the terms of this Settlement Agreement have been breached, they will notify the other Party or Parties of the specific nature of the alleged breach and/or the alleged deficiency in the identified penological justification(s) and/or good faith efforts to remedy the alleged breach in writing, to the attention of counsel for the Parties identified above.
 - ii. After the notification set forth above, the Party or Parties believed to have breached the terms of this Settlement Agreement shall have seven (7) days from the date of notification to respond in writing to the attention of counsel for the Parties identified above setting forth any additional penological justification(s) for the alleged breach and/or good faith efforts to remedy the alleged breach.
 - iii. Following the seven (7) day period, a Party or Parties that still believe(s) the terms of this Settlement Agreement have been breached may take action to enforce the terms of the Settlement Agreement by filing an appropriate motion with the Court, which will retain jurisdiction over the enforcement of this Settlement Agreement during the Enforcement Period and to resolve any motion to enforce this Settlement Agreement that is filed prior to the expiration of the Enforcement Period.

5.2 With respect to the acts and promises enumerated in Section 2.5 above, the Parties agree that a "breach" shall mean an ongoing failure to perform one or more of the acts and promises enumerated in Section 2.5 above. The Parties further agree that a singular and/or isolated

instance to perform one or more of the acts and promises enumerated in Section 2.5 above shall not be considered a breach of the terms of this Settlement Agreement.

5.3 The Parties recognize that numerous penological interests must be weighed with respect to each inmate housed at the Isabella County Correctional Facility, including but not limited to inmate participation; security concerns; inmate activities such as court appearances, visitation hours, and work activities; and inmate participation in programs such as substance abuse counseling, religious services, and educational services. Accordingly, the Parties agree to act reasonably in (1) identifying an alleged breach under this Section; (2) accepting identified reasonable penological justification(s) for an alleged breach and/or good faith efforts to remedy an alleged breach under this Section; and (3) mutually cooperating to give full force and effect to the basic terms and intent of this Settlement Agreement without Court intervention.

6.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, Plaintiffs represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to the Plaintiffs by their attorney; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by the Plaintiffs.

7.0 Warranty of Capacity to Execute Agreement

Plaintiffs represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that the Plaintiffs have the sole right and exclusive authority to execute this Settlement Agreement and, if applicable, receive the sums specified in it; and that the Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

8.0 Indemnification

Plaintiffs agree to defend, indemnify and hold harmless the Isabella County Defendants, their attorneys, insurers, representatives, executors, administrators, heirs, successors and assigns, of and from any loss, claim, liability, cost or expense by anyone claiming entitlement to the payments set forth in Section 2 of this Settlement Agreement, including claims for living expenses, personal property expenses, child support obligations, or other sums wherein a subrogation interest or lien is claimed by any party or entity, including Medicare/Medicaid, and the State of Michigan, including any amounts claimed to be due under the law, state or federal regulations or contracts. The Plaintiffs further acknowledge that all obligations to satisfy such liens are that of the Plaintiffs.

9.0 Medicare

This Settlement Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. §1395y(b). The Parties resolved this matter in compliance with both

state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.

Plaintiffs and their counsel warrant that the Plaintiffs are not a Medicare beneficiary as of the date of this release. Because the Plaintiffs are not Medicare recipients as of the date of this release, no conditional payments have been made by Medicare.

10.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

11.0 Additional Documents

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

12.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Isabella County Defendants and the Plaintiffs with regard to the matters set forth in it and shall be binding upon and endure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

13.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by the Plaintiffs.

~~**14.0 Confidentiality**~~

~~All Parties agree that the terms and information contained in Sections 2.1, 2.2, 2.3, 2.4 and 3.0 of this Settlement Agreement, all of the negotiations leading to them, all of the communications generated pursuant to them, and the implementation thereof (collectively, "Confidential Compromise Material"), shall be kept strictly confidential from the date of execution of this Settlement Agreement and shall not be disclosed other than to accountants, lawyers, as required by court order, as required to enforce the terms of this Settlement Agreement or as otherwise required by law.~~

~~The Parties shall cooperate to protect the Confidential Compromise Material from disclosure. In the event of a request, motion or application seeking disclosure of the Confidential Compromise Material is made, the Party or Parties with knowledge of such request, motion or application shall notify the other Party or Parties in writing immediately and in sufficient time for each Party to oppose such request, motion or application.~~

15.0 No Admission

By entering into this Settlement Agreement, the Parties do not intend to make, nor shall they be deemed to have made, any admission of any kind. The Parties agree that they are entering into this Settlement Agreement solely for the purpose of settling certain disputes between them and to avoid the cost of further litigation with respect to these disputes. This Settlement Agreement is the product of informed negotiations and compromises of previously stated legal positions. Nothing contained in this Settlement Agreement shall be construed as an admission by any Party as to the merit or lack of merit of any particular theory relating to the payment of claims arising from or relating to the occurrences referenced in the Complaint.

16.0 Use of Agreement

In addition to the confidentiality provisions contained herein and not by way of limitation thereof, the Parties agree that this Settlement Agreement and any acts in the performance of this Settlement Agreement are not intended to be, nor shall they in fact be, used in any case or other proceeding for any purpose. Provided, however, that nothing contained in this Section shall be interpreted to restrict the right of any Party: (1) to disclose the terms of the Settlement Agreement where not prohibited by Section 14 herein; (2) to bring a claim or to introduce evidence predicated on a breach of this Settlement Agreement as permitted by Section 5 herein; or (3) to provide proof as to the fact of settlement and release provided herein if necessary to respond to a suit or claim.

17.0 Protection Afforded

In addition to the confidentiality provisions contained herein and not by way of limitation thereof, this Settlement Agreement shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and any similar state law provision.

18.0 No Precedential Value

This Settlement Agreement is without prejudice or value as precedent and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under, or terms and conditions of, any other agreement or any insurance policy. For purposes of this paragraph, "any other agreement" does not include the stipulated Order of Dismissal.

19.0 Authorship

The Parties agree that this Settlement Agreement reflects the joint drafting efforts of all Parties. In the event any dispute, disagreement or controversy arises regarding this Settlement Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship or because the Insurer is an insurance company. Each Party also agrees that it is fully informed as to the meaning and intent of this Settlement Agreement and has been advised by independent counsel of its choosing in that regard.

20.0 Notices

Except as provided in Paragraph 5.1(a) above, any statements, communications or notices to be provided pursuant to this Settlement Agreement shall be sent by first-class mail to the attention of counsel for the Parties identified below, until such time as notice of any change of person to be notified or change of address is forwarded to all Parties:

Plaintiffs' Counsel:
Michael J. Steinberg, Esq.
ACLU Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201

Isabella County Defendants' Counsel:
Todd A. Gray, Esq.
Mannion & Gray Co., L.P.A.
1375 East 9th Street, Suite 1600
Cleveland, OH 44114

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their
duly authorized representatives:

[THE REMAINDER OF THIS PAGE LEFT BLANK]

The foregoing Settlement Agreement and Release is executed by attorneys for the Parties as follows:

For Plaintiffs Michael Dunmire,
Marcus Jackson and Amanda Hester:



Michael J. Steinberg
ACLU Fund of Michigan
Plaintiffs' Attorney

Dated: 8/15/13

For Defendants Isabella County,
Leo Mioduszewski and Thomas Recker:



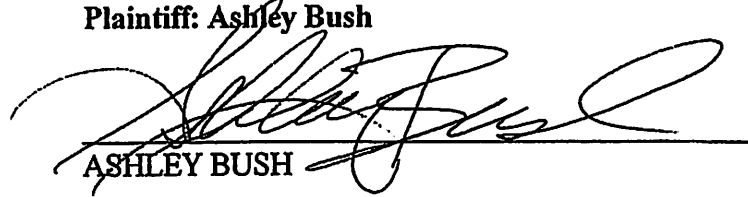
Bradley Barmen
Mannion & Gray Co., L.P.A.
Defendants' Attorney

Dated: 8/15/13

[The notarized signatures of Plaintiffs Sara Dunmire and Ashley Bush appear on the following pages.]

NOTICE: This Settlement Agreement may limit or eliminate rights afforded to you by law. You should fully understand its contents before signing.

Plaintiff: Ashley Bush


ASHLEY BUSH

Date: 8-8-13

STATE OF MICHIGAN

:

: SS

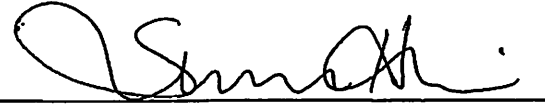
COUNTY OF Kent

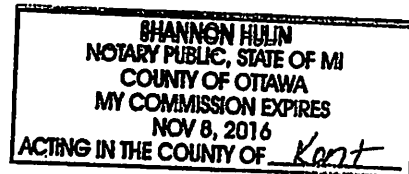
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I, Shannon Hulin, a Notary Public in and for the aforesaid county and state, do hereby certify that Ashley Bush whose name is signed to the writing above, has this day acknowledged the same before me.

Given under my hand this 8 day of August 2013.

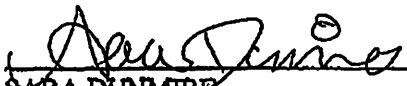
My commission expires: November 8, 2016.


NOTARY PUBLIC



NOTICE: This Settlement Agreement may limit or eliminate rights afforded to you by law. You should fully understand its contents before signing.

Plaintiff: Sara Dunmire


SARA DUNMIRE
Date: 7-31-2013

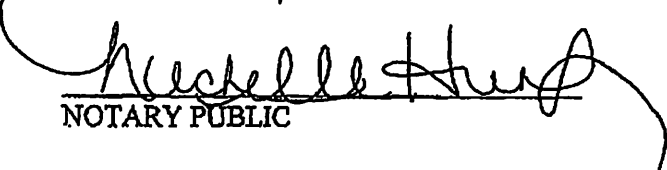
STATE OF MICHIGAN

COUNTY OF Calhoun :
: SS
:

I, Niechelle Hunt, a Notary Public in and for the aforesaid county and state, do hereby certify that Sara Dunmire whose name is signed to the writing above, has this day acknowledged the same before me.

Given under my hand this 31st day of July 2013.

My commission expires: 11-24-2017


NOTARY PUBLIC

**NIECHELLE HUNT
NOTARY PUBLIC, CALHOUN COUNTY, MI
MY COMMISSION EXPIRES ON NOV 24 TH 2017**