

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

JOHN DOES 11-18 & JANE DOE 1, et al,
on behalf of themselves and a Class of all others
similarly situated,

Plaintiffs,

Case No. 13-1196-CZ

Case No. 15-1006-CZ

vs.

MICHIGAN DEPARTMENT OF CORRECTIONS
("MDOC"), et al, Jointly and severally,

HON. CAROL KUHNKE

Defendants.

AND

JOHN DOES 1-10, et al, on behalf of themselves and
a Class of all others similarly situated,

**CLASS SETTLEMENT
AGREEMENT**

Plaintiffs,

vs.

MICHIGAN DEPARTMENT OF CORRECTIONS,
("MDOC"), et al, Jointly and severally,

Defendants.

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CLASS SETTLEMENT AGREEMENT

I.

RECITALS

The Parties in this case engaged in extensive settlement negotiations that were conducted in good faith and at arm's length. Through these settlement negotiations, the Parties have reached agreement on a proposed Settlement Agreement of 13-001196-CZ, *John Doe 11, et al. v. Michigan Dep't of Corrections, et al.*, ("Class Action") and consolidated case 15-001006-CZ, *John Doe 1, et al. v. Michigan Dep't of Corrections, et al.*; E.D. Mich. cases 13-cv-14356 & 16-cv-13765, *John Doe 1, et al. v. Michigan Dep't of Corrections*; and 2:17-cv-11181, *John Does 8-10 v. Snyder, et al.* ("Related Cases") that they believe to be fair, adequate and reasonable, and in the best interests of the Parties, which are the Plaintiffs, the Members of the Class (defined as those persons incarcerated in an MDOC facility while under the age of 18 any time between October 15, 2010 and February 24, 2020), and the Defendants. A list of the Members of the Class shall be filed under

seal with this Settlement Agreement and may only be disclosed as necessary to effectuate the terms of this Settlement Agreement. This Settlement Agreement memorializes the terms of the final settlement between the Parties at the conclusion of the settlement negotiations.

Pursuant to the terms set forth below, and based on the Parties' belief that settlement is in their best interests and the interest of the Class, the Plaintiffs and the Defendants enter into this Settlement Agreement to bring about a full, complete, and final resolution of all claims which are or could have been raised in the Class Action and the Related Cases.

This Settlement Agreement upon execution binds the State of Michigan and the Michigan Department of Corrections and Plaintiffs, Class Representatives, all Members of the Class who do not opt-out, and Class Counsel. Assistant Attorney General Christina Grossi represents and warrants that she is authorized to bind the State of Michigan to this Settlement Agreement. Heidi Washington as Director of the Michigan Department of Corrections ("MDOC") represents and warrants that she is authorized to bind the MDOC to this Settlement Agreement.

II.

TERMS AND CONDITIONS

1. Effective Date

As used in this Settlement Agreement, "Effective Date" means the date on which the Court enters a final order approving this Settlement Agreement ("Order") following the fairness hearing. For the purposes of this Settlement Agreement, "Final Approval" is defined as the later of (a) the expiration of the time for filing an appeal from entry of the Order; or (b) if an appeal is timely filed or other appellate review sought from the Order, the date the decision affirming the settlement becomes final and other means of appellate review are exhausted or expired.

2. Opt-Outs

If *any* of the following affirmatively opt-out of this settlement, the State of Michigan may terminate this agreement:

- 3% of the Members of the Class (as defined above) with claims occurring before January 1, 2015; or,
- 7% of the Members of the Class (as defined above).

The State of Michigan has the option of terminating this Settlement Agreement within seven (7) days of receipt of timely opt-outs filed in accordance with the Notice of Class Settlement (“Notice”) and opt-out provisions of the Plan of Allocation. Plaintiffs’ counsel is responsible for providing to the Division Chief of the Michigan Department of Corrections Division of the Department of Attorney General by email timely notice of opt outs. In the event the opt-out threshold is met and the Defendants choose to terminate, this Settlement Agreement is null, void and unenforceable.

Any Members of the Class who are under the age of 18, who either opt out or fail to submit a timely claim, shall be counted toward the 7% opt-out threshold.

Plaintiffs’ counsel will arrange for and bear the cost of the appointment of any necessary Guardian(s) ad Litem to represent any minors that are Members of the Class for the purposes of determining whether those minors will participate in the settlement and to make any and all other decisions necessary to effectuate the represented person’s participation in the settlement. Any Guardian ad Litem for a Member of the Class who is still a minor may meet with and contact his or her client at the facility where they are housed in accordance with policy.

3. Dismissal Of Class Action And Related Cases and General Release

In consideration of the payments set forth below in Section II(4) and the equitable relief described in Section II(9), the Plaintiffs and Members of the Settlement Class, defined as the Members of the Class who do not opt out, hereby completely release and forever discharge the State of Michigan, and its agencies, the Defendants and their employees, agents, predecessors, successors and indemnors, heirs and assigns, from any and all claims, demands, obligations, actions, causes of action, damages, costs, and fees whether based on a tort, contract or other theory of recovery, legal or equitable, which the Plaintiffs and Members of the Settlement Class now have, or may grow out of the subject of the Class Action and Related Cases' complaints, described in Section I, including, without limitation, any and all known or unknown claims for bodily, emotional, and other personal injuries, which have resulted or may result from the alleged acts or omissions described in the Class Action and Related Cases, described in Section I of this agreement.

The Plaintiffs acknowledge that they are solely responsible for the Notice and Plan of Allocation and Distribution and State of Michigan and Defendants have no responsibilities, involvement, or liability arising out of the Notice, Plan, or the distribution of proceeds. Plaintiffs' counsel will bear all costs associated with notification and securing approval of the settlement.

This release shall be fully binding and a complete settlement among the Parties, the Members of the Settlement Class, their employees, attorneys, agents, predecessors, successors, indemnors, heirs and assigns. The Plaintiffs and the Members of the Settlement Class acknowledge and agree that the release and discharge set forth is a general release. The Plaintiffs and Members of the Settlement Class expressly waive, and assume the risk of, any and all of their

claims for damages that exist as of the Effective Date of this Agreement arising out of any incidents that are the subject of the Class Action and Related Cases, but of which they do not know or suspect to exist whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

The Plaintiffs and Members of the Settlement Class further agree to accept payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. The Plaintiffs and Members of the Settlement Class assume the risk that the facts or law may be other than as believed. It is understood and agreed to by the Parties that this Settlement is a compromise of disputed claims, and the payment and Settlement is not to be construed as an admission of liability on the part of any Defendant, the State of Michigan, the Michigan Department of Corrections or its employees or agents.

4. Payments

In consideration of the release set forth above, and in settlement of all claims, including attorney fees, costs and interest, in the Class Action and Related Cases, the State of Michigan and/or the Michigan Department of Corrections shall pay the sum of Eighty Million (\$80,000,000.00) Dollars. This amount shall be paid via electronic funds transfer made by the Michigan Department of Treasury to the Escrow Agent, Bank of Ann Arbor (“BOAA”), in accordance with the following schedule on or before the following dates:

Within 2 business days of the Effective Date of this Settlement Agreement:	\$25,000,000.00
October 15, 2020	\$15,000,000.00
October 15, 2021	\$25,000,000.00

October 15, 2022

\$15,000,000.00

The amounts paid as described shall be held by the BOAA pending transfer and/or distribution in accordance with the judicially approved Plan of Allocation. No distributions shall be made from this account before Final Approval. If this Settlement Agreement is nullified or terminated as allowed in this Agreement, all funds and interest thereon shall be returned to the Michigan Department of Treasury. If the Order approving the Settlement Agreement is reversed, or Final Approval does not otherwise occur, all funds and interest thereon shall be returned to the Michigan Department of Treasury.

In the event the State of Michigan and/or the Michigan Department of Corrections fails to make a payment on the due dates set forth above, Plaintiffs may, at their discretion, enforce the Settlement Agreement pursuant to the terms set forth in Section V(2) subject to offset by any amounts previously paid by the Defendants and disbursed according to the Court's approved Plan of Allocation. In any enforcement actions, the Plaintiffs' counsel and Members of the Settlement Class, if necessary, shall provide the State of Michigan and/or Michigan Department of Corrections with all necessary records showing any distributions, including the amounts and to whom made.

Assignments of awards or entitlements to awards for any Members of the Settlement Class shall require prior approval by the Washtenaw County Circuit Court.

5. Waiver Of State Reimbursement Under the State Correctional Reimbursement Act

In further consideration of the release set forth above, the State of Michigan agrees that it will not pursue recovery under the State Correctional Facility Reimbursement Act, MCL

800.401: (a) from the payments or any interest thereon to the named Plaintiffs and Members of the Settlement Class Members outlined in Section 4; or, (b) for the time period that the Plaintiff/Member of the Settlement Class was incarcerated at an MDOC facility while under the age of 18.

The Defendants and the State of Michigan are not liable for any offset that any other local or federal government or government contractor/partner is legally entitled to make.

6. Electronic Fund Transfer and Personal Bank Accounts

In further consideration of the release set forth above, the Michigan Department of Corrections agrees to allow electronic fund transfer for distribution of settlement funds from the BOAA as set forth in Michigan Department of Corrections Policy Directive 04.02.105. Incarcerated Plaintiffs and Members of the Settlement Class may also maintain one outside account at a financial institution and be entitled to receipt of funds from that account at the outside financial institution subject to the following three conditions: (i) There will not be more than four quarterly disbursements (i.e. one withdrawal every three months) from the account; (ii) Each of the four disbursements will be to the prisoner's Department of Corrections institutional account only with no other transfers allowed; and (iii) The only money deposited in the outside account will be the settlement proceeds.

Plaintiffs and Members of the Settlement Class understand and agree that distribution of individual settlement monies shall be subject to payment of their obligations for verified victim restitution, child support, outstanding court fees and costs, and institutional debt, if any, as set forth in the following provisions.

7. Outstanding Victim Restitution, Court Costs/Fees, Institutional Debt & Child Support

This section provides for the process of the collection and payment of debt of the Members of the Settlement Class including victim restitution, court fees and costs, institutional debt, and child support. It also contains provisions reserving the rights of Members of the Settlement Class to contest the debt.

A. Victim Restitution, Court Costs/Fees & Institutional Debt

- 1) No later than April 1, 2020, Plaintiffs' counsel shall provide to MDOC a list of the Members of the Settlement Class. Within 21 days of the receipt of the list from Plaintiffs' counsel, MDOC shall provide Plaintiffs' counsel with any orders of restitution to a victim of a crime, and/or any statements of institutional debt, or orders of outstanding court costs or fees (hereinafter referred to collectively as "Outstanding Debt"), together with a current balance due and owing, for any Members of the Settlement Class. Plaintiffs' counsel will identify the maximum amount of the total alleged Outstanding Debt of each individual Member that could be satisfied by their initial 2020 settlement distribution, in accordance with the requirements of Subpart 9 below, and this amount shall be placed into a separate escrow account by the BOAA for payment of Outstanding Debt after resolution of the dispute process outlined below.
- 2) **Notice.** After MDOC's identification of all Members of the Settlement Class who are alleged to owe Outstanding Debt, Plaintiffs' counsel shall notify each

Member of the Settlement Class by first-Class mail to their last known address of the alleged debt and their right to dispute the debt by the Member of the Settlement Class either by (i) directly filing a challenge in the applicable circuit court (or Friend of the Court as necessary) for disputes related to victim restitution, or court costs and fees, or child support or (ii) within 21 days of receipt of their notice from Plaintiffs' counsel, by sending a written dispute of victim restitution, court costs and fees, or institutional debt to a designee of the MDOC, who will be identified to counsel by April 1, 2020.

- 3) **Dispute Process.** Upon receipt of a written dispute the MDOC designee shall do any of the following, as necessary, within 21 days:
- a. Contact the relevant county to ascertain the current obligation for victim's restitution;
 - b. Contact the relevant court to ascertain the current obligation for outstanding court costs or fees;
 - c. Verify in writing the current obligation and accounting details for outstanding institutional debt from MDOC records to any Member of the Settlement Class that remains incarcerated as Legal Mail from the Department of Attorney General with a copy to Plaintiffs' counsel and to Plaintiffs' counsel only for all other Members of the Settlement Class.

If the dispute is resolved, MDOC shall promptly notify Plaintiffs' counsel that the debt, is correct or has been satisfied, in whole or in part, and within 5 business days, the BOAA shall either transfer the amount of the verified Outstanding Debt

to the MDOC, which shall promptly make the Outstanding Debt payments or, if the Outstanding Debt has been satisfied, utilize the funds for distribution to the Member of the Settlement Class in accordance with this Agreement.

- 4) **Unresolved Dispute Process.** If the dispute is not resolved through the MDOC process, the individual Member of the Settlement Class may:
 - a. In the case of victim restitution, child support, or outstanding court costs/fees, file a challenge with the court responsible for issuing the judgment or order of payment for restitution, child support, or the payment of court costs or fees as allowed under law; or
 - b. In the case of outstanding institutional debt, Plaintiffs' counsel shall submit the dispute to the MDOC designee, who will attempt to resolve the dispute within 14 days. If the dispute cannot be resolved, the Member of the Settlement Class may exercise any legal rights available to them and the funds shall be held as described in Section 7.A.5.
- 5) **Withholding Obligation.** Any disputed amount of Outstanding Debt shall be withheld from any distribution of that individual's settlement funds until resolved by agreement or court order.
- 6) **Disbursements and Notification.** Within five (5) days of the resolution of the dispute, the BOAA will make payment to the MDOC of the verified Outstanding Debt, except as to child support, which shall be handled as set forth in Section 7.B, and any remaining funds shall be distributed to the individual class member in accordance with this agreement. Within thirty (30)

days of the payment of any Outstanding Debts, except child support which is under the authority of the MDHHS, the MDOC shall provide a detailed accounting of the payments to Plaintiffs' counsel.

- 7) **Balance Owing.** If there is a balance owing on the Outstanding Debt after the initial 2020 disbursement, Plaintiffs' counsel shall again determine the maximum amount to be withheld in October 2020, 2021, and 2022, to satisfy any remaining Outstanding Debt and shall follow the same process for objection and dispute resolution as set forth above.
- 8) **Order of Priority.** The MDOC shall pay Outstanding Debt, except child support, in the following order of priority:
 - a. Victim Restitution;
 - b. Court Costs and Fees; and
 - c. Institutional Debt.

MDHHS shall have responsibility and authority for the collection and payment of child support arrears as described in Section 7.B.

- 9) **Statutory Compliance.** The processes described in this section shall be construed in accordance with MCL 600.5511 and MCL 791.220h, which require that any settlement proceeds awarded to a Member of the Settlement Class be directly paid to satisfy any outstanding restitution orders, costs, fees, and debts in full.
- 10) **Reservation of Rights.** Nothing in this Agreement shall be construed to waive any rights a Member of the Settlement Class may have to contest any or all

Outstanding Debt or liens through their criminal case, a separate civil action, or other mechanisms for contesting the Outstanding Debt including child support. No Outstanding Debts may be contested through this Class Action or Related Cases.

11) **Full Payment.** Settlement distributions and disbursements shall not be manipulated or altered to avoid or delay full payment of the Outstanding Debts including child support of any Member of the Settlement Class. MDOC shall take all actions within its control necessary to facilitate the terms and procedures set forth in this Agreement.

B. Child Support Arrears

The State of Michigan, through its agency the Department of Health and Human Services (“DHHS”), shall, within 30 days of the Effective Date of this settlement, identify all Members of the Settlement Class on the list described in the Introduction to this Agreement who owe a verified child support debt.

DHHS, its designee, or the appropriate Friend of the Court will use that list to prepare notice of lien to be provided to the BOAA. A copy of the list of certified child support debtors shall be provided to Plaintiffs’ Class counsel within 7 days after its created. DHHS, its designee, or the appropriate Friend of the Court shall also send notice of lien for full satisfaction of the child support owed to the BOAA at 125 South Fifth Avenue, Ann Arbor, MI 48104 directed to “Doe Escrow”. The BOAA will forward copy of each notice of lien to the Member of the Settlement Class to which it applies. This notice shall include notification of the Members’ rights to contest the lien.

This process shall be repeated each time a class disbursement is made as described in the Payments section of this Agreement. DHHS reserves the right to re-evaluate the amount of the child support obligation to be paid by each individual class member following each disbursement.

8. Delivery of Dismissals With Prejudice

On or before the Effective Date, Plaintiffs' counsel shall deliver to counsel for Defendants mutually agreed upon, executed Orders dismissing the Class Action and Related Cases with prejudice to be entered following the fairness hearing. In consideration of the release set forth above, the Defendants shall, within one week of the Final Approval, move to dismiss and/or withdraw all pending appeals, and shall provide confirmation to Plaintiffs' counsel.

9. Equitable Relief

In addition to the significant steps already taken by the Michigan Department of Corrections to address the allegations in Plaintiffs' Class Action and Related Cases, the Michigan Department of Corrections agrees to implement the following:

- A. Goal and Objectives of Doe Settlement Equitable Relief:** The goals and objectives of the Equitable Relief portion of the Settlement Agreement are to further improve conditions for youthful offenders (under 18) in the custody of the MDOC and enhance a culture of humane treatment and rehabilitation opportunities by eliminating or substantially reducing the risk that a youthful offender will be subject to unwelcome conduct or communication of a sexual nature by staff or adult offenders, as well as seeking alternatives to the use of segregation as punishment for youthful offenders and working toward eliminating the separation of youth from others by segregation or other means with the same result. The Michigan Department of Corrections will continue to move forward

by adopting, implementing, and enforcing enhanced treatment protocols; using improved reporting, data collection, analysis and ongoing evidence-informed preventative actions; incorporating enhanced investigation procedures; eliminating the PREA grievance process requirements, and facilitating reporting claims of sexual abuse; implementing additional youth-centered staff training; and striving to ensure Plaintiffs and Members of the Settlement Class do not experience any form of retaliation for participating in this lawsuit. Nothing in this paragraph imposes obligations on the Michigan Department of Corrections in addition to those listed below.

B. Youthful Offender Policy Implementation. Within 180 days of the Final Approval of the settlement agreement, the Michigan Department of Corrections will issue a “Youthful Offender Policy Directive” that will address youth-specific policies for segregation, discipline, use of force, staff training, and the reporting and tracking of complaints of sexual abuse or harassment and allegations of retaliation for reporting the same. Expanding on the specific language of the PREA standard, the policy will explicitly state that any observation by staff or a report from a youthful offender of a PREA violation whether verbally made to any staff member or written in any form (including within requests for protection, kites, correspondence, or requests for health care) shall be referred to the PREA Coordinator in writing for investigation. This shall include PREA-related allegations of threats, coercion, and suggestive comments regarding sexual aggression or sexual contact in addition to verbal sexual harassment. In addition, the MDOC will acknowledge receipt of all PREA allegations in writing, regardless of whether the youthful offender is transferred or discharged. The policy shall also include provisions requiring:

(i) Warden and Deputy Director review of any use of force against any youthful offender to ensure compliance with policy, and (ii) the use of alternatives to segregation for youthful offenders and Deputy Director approval before using any segregation for youthful offenders as punishment after alternative placement, or alternative corrective actions have been exhausted. The Youthful Offender Policy Directive will be evidence-based and developed in consultation with experts on youth development and best practices for handling youthful offenders in custody. To the extent the Youthful Offender Policy Directive is inconsistent with these goals and objectives, the Parties shall utilize the process set forth in Paragraphs J and K.

C. Assessment of Current Concerns. The Michigan Department of Corrections currently conducts a monthly forum between the Warden and the youthful offenders housed at Thumb Correctional Facility (TCF). Consistent with this practice and pending issuance of the Youthful Offender Policy Directive, the Warden and Assistant Deputy Director will, within 30 days of the execution of this Settlement Agreement, facilitate a meeting with all youthful offenders currently housed at TCF to hear, assess, and to the extent possible, resolve issues of concern to current youthful offenders regarding their conditions of confinement, including filing of reports and grievances, segregation, policy compliance, sexual comments, separation of youthful offenders from adult offenders, and any concerns with retaliation. Following the execution of this Settlement Agreement through the end of the calendar year 2020, Plaintiffs' counsel may also forward to counsel for the MDOC any concerns or reports from youthful offenders. MDOC will review and assess all such complaints within 14 days and provide a written response to the youthful

offender, as necessary, within 14 days thereafter.

- D. Staff Training.** MDOC will provide enhanced interactive training that addresses the developmental status of youth and the characteristics of adolescent development and behavior as it relates to, among other issues, impulsivity, peer pressure, risk behavior, and other attendant characteristics related to their age, trauma and experiences. The training will aim to enhance understanding of the vulnerability to and harm of coercive behavior by adults, sexual harassment, sexual pressure, and segregation and to reinforce a culture of zero-tolerance of sexually inappropriate language directed to youthful offenders by staff and other offenders.
- E. Counseling Services.** The MDOC will continue to provide confidential, trauma-centered treatment for Plaintiffs and the Members of the Settlement Class within Michigan Department of Corrections custody. Consistent with current policy, the Michigan Department of Corrections will allow Members of the Settlement Class who are parolees to interact with other parolees or convicted felons for purposes of group treatment in the community with prior approval from the parolee's parole agent. The Michigan Department of Corrections shall issue a notice that approval shall not be withheld absent a compelling reason.
- F. Elimination of PREA Grievance Process.** Consistent with PREA Standard §115.52, Exhaustion of administrative remedies, the Michigan Department of Corrections will revise Policy Directive 03.03.140, Prison Rape Elimination Act (PREA) and Prohibited Sexual Conduct Involving Prisoners, to remove the PREA grievance process for allegations of sexual abuse, which previously required an offender to exhaust

administrative remedies. Sexual harassment and retaliation allegations must still be addressed through Policy Directive 03.02.130, Prisoner/Parolee Grievances, to exhaust administrative remedies.

G. Reporting of sexual abuse, documentation, and analysis. Consistent with PREA Standard §115.51, Inmate reporting, all Michigan Department of Corrections staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports in writing and forward to the facility PREA coordinator. Expanding upon PREA Standard §115.61, Staff and agency reporting duties, and MDOC Policy Directive 03.03.140, Prison Rape Elimination Act (PREA) and Prohibited Sexual Conduct Involving Prisoners, Michigan Department of Corrections staff shall promptly document in writing and report to the facility PREA coordinator any knowledge, suspicion, and information regarding PREA violations including any observation of PREA violations. This shall include PREA-related allegations including threats, coercion, suggestive comments and actions in addition to sexual harassment or sexual conduct. The Michigan Department of Corrections shall create a centralized review of all PREA reports from youthful offenders for analysis, trends, and problem areas and take curative action where indicated. In addition, information will be provided in all discharge packages detailing and encouraging how to make a report after being released from the Michigan Department of Corrections. The Michigan Department of Corrections shall also continue to provide youthful offenders with confidential reporting mechanisms including reporting and emotional support through Just Detention International (JDI) or a similar, alternate mechanism consistent with PREA standards.

H. Investigations. Consistent with current policy, investigations will be continued even if staff accused of misconduct separate from their employment while an investigation is ongoing. PREA Standard §115.72 requires investigators to review prior complaints and reports of sexual abuse involving the suspected perpetrator. In addition, the Michigan Department of Corrections will require that the investigation of all youthful offender PREA complaints will include interviews with prior complainants of the same suspected perpetrator if the complainant is in the custody of the Michigan Department of Corrections, regardless of whether the prior complaints were or were not substantiated. The Michigan Department of Corrections shall provide notice to the youthful complainant of the results of a PREA investigation, irrespective of the youthful offender's transfer or release.

I. Staff Notification. Michigan Department of Corrections will notify all staff in writing of the settlement in this case and reiterate the current policy prohibiting retaliation against an offender for participating in a lawsuit against the Michigan Department of Corrections or individual staff member. The Michigan Department of Corrections will caution staff from discussing the legal claims, the lawsuit, or settlement, including conduct or communications that would identify Members of the Class as having participated in the lawsuit or settlement. For a period of one year from the Final Approval of this Settlement Agreement, the Michigan Department of Corrections will provide a point-person for each region, which shall consist of the Assistant Deputy Director or their designee, to review concerns of retaliation made by Members of the Settlement Class who remain incarcerated.

- J. Compliance.** The Youthful Offender Policy Directive will be submitted to Plaintiffs' counsel for review and comment prior to being issued. Within 14 days of receipt of the draft Youthful Offender Policy Directive, Plaintiffs' counsel shall submit objections, if any, to the Division Chief of the MDOC Division at the Department of Attorney General identifying any provisions that are inconsistent with the Goals and Objective of this Agreement or omissions in the policy. If the parties are unable to resolve the objections, within 10 days the matter shall be subject to dispute resolution as set forth in Paragraph K. However, the MDOC retains full and final authority over the content of the policy.
- K. Enforcement and Dispute Resolution.** The Parties agree to attempt to resolve any disputes about the content of the Youthful Offender Policy or enforcement of the terms of Section 9 (Equitable Relief). If those efforts fail, the Parties shall submit their disputes to non-binding arbitration with former Michigan Supreme Court Chief Justice Marilyn Kelly (or another similarly qualified individual mutually selected by the parties) who shall attempt to assist the Parties in resolving their disputes or issue a non-binding Recommendation on the disputes if they cannot be resolved. The parties agree to share the costs of the arbitration equally. The Parties agree that the non-binding Arbitrator's Recommendation is not confidential. The Parties will be responsible for their own costs and fees for arbitration. Nothing contained in this paragraph shall be construed to prohibit a person from filing a separate legal action challenging the legality of any Michigan Department of Corrections policy.
- L. Class Meetings.** Plaintiffs' counsel shall be permitted to meet with Members of the Settlement Class incarcerated in the Michigan Department of Corrections twice a year

through 2022 under the same terms as those in the Court's December 3, 2014 Order for Group Meetings with Plaintiffs and Class Members at the facilities where the Members of the Settlement Class are located. Plaintiffs' counsel acknowledges that the MDOC has no obligation to transfer Members of the Settlement Class to accommodate these meetings.

III.

NOTICE OF CLASS ACTION SETTLEMENT

The Parties agree to provide a Notice of Class Action Settlement to all Members of the Class. Plaintiffs' counsel shall be responsible for all associated costs. The content of the Notice and Plan of Allocation, together with the methods of notification, time for submission of claims and opt-out provisions, and appointment of a Guardian(s) ad Litem as set forth above shall be submitted to the Court for preliminary approval with this Agreement after which the opt-out period shall begin and a fairness hearing will be held by the Court at its conclusion.

IV.

NULLIFICATION, SUSPENSION, or TERMINATION OF THE SETTLEMENT AGREEMENT

In the event that: (i) the Court does not enter an Order approving the Notice of Settlement of Class Action and Plan of Allocation, or; (ii) the Court does not approve the Settlement Agreement, or; (iii) the Court approves the Settlement Agreement with material modifications, or (iv) the respective courts do not enter dismissal orders incorporating the Parties' agreed terms, or; (v) the Settlement does not become final for any other reason, the Settlement Agreement shall be null and void and the Class Action and Related Cases shall be fully reinstated. The Parties agree that prior to terminating the Settlement Agreement on the grounds set forth above, the issues

causing termination will (where applicable) first be submitted to facilitation for attempted resolution.

V.

SCOPE OF SETTLEMENT AGREEMENT

1. Exclusive Agreement

The attached Notice of Class Settlement and Plan of Allocation of Settlement Proceeds are incorporated by reference into this document and shall together compromise a full and exclusive agreement of the Parties with respect to the matters discussed herein.

There have been and are no representations or inducements to compromise these actions other than those recited or referenced in this Settlement Agreement. Defendants' counsel have not made any representations as to the tax consequences of these payments and the Settlement Class and Plaintiffs' counsel bear any tax consequences associated with the payments

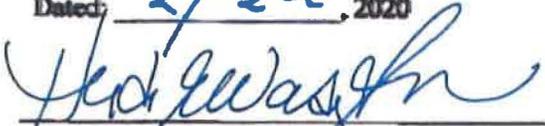
2. Exclusive Enforcement

Nothing in this Settlement Agreement is expressly or impliedly intended to confer any rights upon any person other than the Parties hereto. The right to seek judicial enforcement of this Settlement Agreement is vested exclusively in the Parties. Enforcement of this Settlement Agreement except, Section 9 (Equitable Relief), is governed by the applicable laws and court rules of the State of Michigan. The Parties further agree that this Court has full authority to enforce the terms and conditions of this Settlement Agreement, except Section 9 (Equitable Relief), and may issue any orders of compliance, costs, or fees related to the enforcement of the provisions of the Settlement Agreement.



DEBORAH A. LABELLE (P31595)
Co-Counsel for Plaintiffs

Dated: 2/24, 2020



HEIDI E. WASHINGTON
In her official capacity as Director of the Michigan
Department of Corrections

Dated: 2/26, 2020



CHRISTINA GROSSI (P67482)
Assistant Attorney General
Counsel for Defendants

Dated: February 26, 2020

CLASS REPRESENTATIVES:

ELVIR PUROVIC

Dated: _____, 2020

DOMINIC PASSMORE

Dated: _____, 2020

DEBORAH A. LaBELLE (P31595)
Co-Counsel for Plaintiffs

Dated: 2/24, 2020

HEIDI E. WASHINGTON
In her official capacity as Director of the Michigan
Department of Corrections

Dated: _____, 2020

CHRISTINA GROSSI (P67482)
Assistant Attorney General
Counsel for Defendants

Dated: February 26, 2020

CLASS REPRESENTATIVES:

ELVIR PUROVIC
Dated: 2-27, 2020

DOMINIC PASSMORE
Dated: 02/26/2020, 2020