

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is entered this 5th day of June, 2019, between Steven Brown, Wilbert Delano, Gregory Hammond, Sedric Holley, Russell Hopkins, Johnny James, Tyrell Polley, Maynard Snead and Robert Wilson (collectively, "PLAINTIFFS" or "RELEASORS") on the one hand, and the Maryland Department of Public Safety and Correctional Services ("DPSCS"), Stephen T. Moyer, Dayena M. Corcoran and Richard Miller, former officers and/or employees of the State of Maryland in both their official and personal capacities, and Robert L. Green, Secretary of Public Safety and Correctional Services, in his official capacity only (collectively, "DEFENDANTS" or "RELEASEES") on the other hand. PLAINTIFFS and DEFENDANTS are sometimes collectively referred to herein as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, on or about March 30, 2016, PLAINTIFFS filed civil actions in the United States District Court for the District of Maryland against DPSCS;

WHEREAS, the civil actions filed by PLAINTIFFS were consolidated and styled as *Brown et al. v. DPSCS et al.*, Case No. 17-cv-945-RDB (the "Lawsuit") against DEFENDANTS, in both their official and personal capacities, asserting claims for alleged violations of the federal Americans With Disabilities Act ("ADA"), Section 504 of the federal Rehabilitation Act and the Eighth and Fourteenth Amendments to the United States Constitution;

WHEREAS, DEFENDANTS deny any and all liability for the claims asserted in the Lawsuit by PLAINTIFFS but enter into this Agreement to avoid the continued expense of litigation;

WHEREAS, PLAINTIFFS and DEFENDANTS have agreed to a full and final settlement of all claims asserted in the Lawsuit on the terms provided in this Agreement;

WHEREAS, PLAINTIFFS and DEFENDANTS wish to resolve all matters in dispute between them in a mutually satisfactory manner and to terminate all past and present controversies between them; and

NOW, THEREFORE, based on the above Recitals and in consideration of the mutual covenants stated below and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals

The Recitals to this Agreement are incorporated by reference herein.

2. Settlement Terms

- A. Subject to the approval of the Maryland Board of Public Works and identification of available appropriated funds, as provided in sub-paragraphs (C) and (D), within fourteen (14) days after the approval by the Maryland Board of Public Works, the State of Maryland shall pay the sum of Forty Two Thousand Five Hundred Dollars (\$42,500.00) the "Settlement Amount") to each PLAINTIFF in a one-time payment by delivering a check made payable to each PLAINTIFF to PLAINTIFFS' counsel, Brown, Goldstein & Levy, LLP.
- B. Subject to the approval of the Maryland Board of Public Works and identification of available appropriated funds, as provided in sub-paragraphs (C) and (D), within fourteen (14) days after the approval by the Maryland Board of Public Works, the State of Maryland shall pay the sum of One Million, Sixty-Two Thousand, Five Hundred Dollars (\$1,062,500.00) (the "Attorneys' Fees Payment") in a one-time payment to PLAINTIFFS' counsel, Brown, Goldstein & Levy, LLP, by delivering a check to Brown Goldstein & Levy.
- C. DPSCS shall promptly submit this Agreement for approval to the Maryland Board of Public Works under the policies of the Board of Public Works.
- D. The obligation to make the lump sum payments set forth in this Paragraph 2 is subject to approval by the Board of Public Works of Maryland. If the Board of Public Works rejects the payment of the Settlement Amount by the State of Maryland under this Agreement, or if the State provides notice to the PLAINTIFFS that it has been unable to identify funds to satisfy the Settlement Amount, this settlement Agreement between PLAINTIFFS and DEFENDANTS will immediately become null and void, and those parties will maintain all other rights, obligations and duties as though the Agreement between the PLAINTIFFS and DEFENDANTS had never been entered.
- E. Upon approval of this Agreement by the Board of Public Works, DEFENDANTS shall be obligated to comply with the non-monetary terms set forth in the attached Exhibit 1 (the "Non-Monetary Term Sheet"), which is incorporated by reference herein.

- F. Within five (5) days of approval of this Agreement by the Board of Public Works, PLAINTIFFS and DEFENDANTS shall file a stipulation of dismissal, with prejudice, of the Lawsuit.

3. Release by PLAINTIFFS

Except for the obligations set forth in this Agreement and the Non-Monetary Term Sheet, each of PLAINTIFFS, in consideration of the aforesaid recitals and agreements, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby release and forever discharge for himself, and any claiming through him, the RELEASEES, in both their official and personal capacities, and all of the RELEASEES' agents, employees, agencies, departments, directors, officers, and members, from any and all claims, contracts, complaints, demands, damages, lawsuits, obligations, promises, administrative actions, charges, and causes of action, both known and unknown, of any kind whatsoever, that PLAINTIFFS, collectively and/or individually, ever had, have now, or may have in the future, based on or relating to any act, omission or occurrence that took place prior to the date of this Agreement, alleged in, related to or arising from the Lawsuit; and all claims asserted in, or that could have been asserted in, the Lawsuit, including claims for attorneys' fees and costs. The parties agree, however, that this release does not preclude the PLAINTIFFS from filing a petition for writ of habeas corpus challenging DPSCS's assignment of diminution credits for job assignments they performed, and/or asserting their claims in a habeas proceeding that they should have been afforded additional diminution credits as a result of actions complained of in the Amended Complaint filed in the Lawsuit.

4. No Admission of Liability

The Parties agree that the provision and receipt of the above-mentioned consideration, the releases provided herein, and the execution of this Agreement are not to be construed as admissions of liability on the part of any Party, but instead are in full settlement of the above-referenced matters for which liability is denied and for which DEFENDANTS wish to avoid the continued expense of litigation. DEFENDANTS have denied and continue to deny all charges of wrongdoing arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Lawsuit, including without limitation the claim that DEFENDANTS violated the United States Constitution. This Agreement shall in no event be construed or deemed to be evidence of an admission or concession on the part of DEFENDANTS with respect to any claim or of any fault, liability, wrongdoing, or damage whatsoever.

5. Acknowledgment

PLAINTIFFS acknowledge that no representation of fact or opinion has been made by RELEASEES to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claim, and to foreclose all possibility of any future claim based upon acts, errors or omissions which occurred prior to the date of these presents, whether known or unknown, and that in determining said consideration, there has been taken into consideration the fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Agreement shall be a complete bar to all claims or suits for injuries or damages of whatsoever nature relating to, resulting, or to result, from the matters and claims related to the Lawsuit.

6. Covenant Not to Sue

PLAINTIFFS hereby covenant and agree not to sue the RELEASEES, their predecessors, successors, executors, assigns, agents, servants, employees, agencies, past and present for any claims, demands, damages, actions, causes of action or suit at law or in equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, arising out of or relating to the matters and/or claims alleged, or that could have been alleged, in the Lawsuit. The Parties agree, however, that nothing in this Settlement Agreement shall prohibit PLAINTIFFS from: a) initiating any appropriate legal proceeding in federal or Maryland state court to enforce this Agreement as set forth in the Non-Monetary Term Sheet; or (b) filing petitions for writs of habeas corpus challenging DPSCS's assignment of diminution credits for job assignments they performed, and/or asserting their claims in habeas corpus proceedings that they should have been afforded additional diminution credits as a result of actions complained of in the Amended Complaint filed in the Lawsuit.

7. Indemnification

Each PLAINTIFF covenants and agrees for himself, herself, or itself, and his, her, or its successors, administrators and assigns, to indemnify and save RELEASEES harmless if they are found to be liable to pay anyone as a result of any suit initiated by or through PLAINTIFFS, or on their behalf, demanding the same or similar damages claimed by PLAINTIFFS against RELEASEES in the Lawsuit, and to pay on behalf of RELEASEES, reasonable attorney's fees, court costs, or other reasonable costs of litigation which it may incur in any case, cross claim, or third party claim filed against it as a consequence of PLAINTIFFS filing suit against any person or entity not released herein demanding the same or similar damages claimed against RELEASEES in the Lawsuit.

Each PLAINTIFF, for himself, herself, or itself, and his, hers, or its successors, administrators and assigns, covenants and agrees to execute such instruments, documents or further assurances as may be necessary to carry out PLAINTIFFS' obligations hereunder, including the waiver or release of any verdict or judgment entered in favor of PLAINTIFFS and against someone other than RELEASEES by the amount of any verdict or judgment said person or entity obtains against RELEASEES for indemnification.

8. Entire Agreement

This Agreement, including Exhibit 1 hereto, constitutes the complete, final and entire understanding of the Parties hereto, and they shall not be bound by any terms, conditions, covenants or representations not expressly herein contained.

9. Modification

This Agreement may not be modified or changed orally, but only by an agreement in writing signed by all Parties.

10. Consultation with Counsel

The Parties represent that prior to signing this Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

11. Choice of Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

12. Construction

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

13. Authority

Each individual signing this Agreement on behalf of a Party warrants that he or she has been duly authorized by said person or entity to execute this Agreement and bind said person or entity thereto.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, and intending to be legally bound, the Parties have caused this Agreement as of the date stated above.

PLAINTIFFS



Steven Brown

05/21/2019

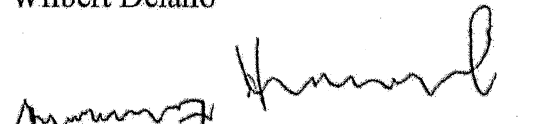
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Wilbert Delano

05/21/2019

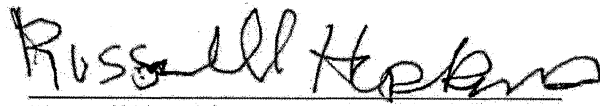
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Gregory Hammond

05/21/2019

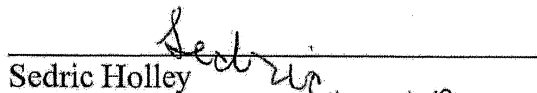
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Russell Hopkins

05/21/2019

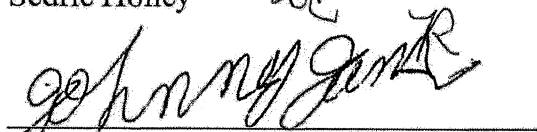
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Sedric Holley

05/21/2019

Date



Johnnie James

05/21/2019

Date



Tyrell Polley

05/21/2019

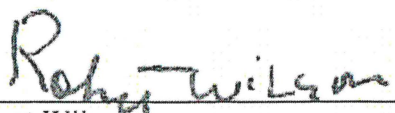
Date



Maynard Snead

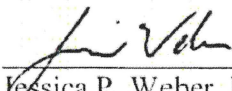
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Date


Robert Wilson

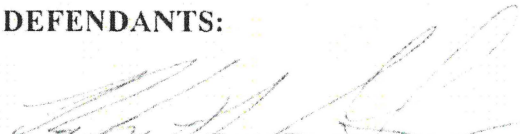
05/21/2019
Date

APPROVED AS TO FORM AND LEGALITY:

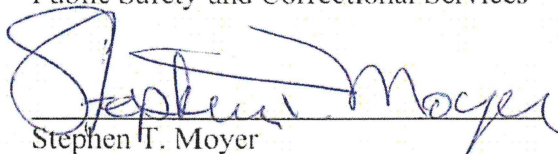

Jessica P. Weber, Esq.
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Baltimore, MD 21201

05/21/2019
Date

DEFENDANTS:


Secretary, Maryland Department of
Public Safety and Correctional Services

5/22/19
Date


Stephen T. Moyer

5/24/19
Date

Dayena M. Corcoran

Date

Richard Miller

Date

APPROVED AS TO FORM AND LEGALITY:

Attorney for the DEFENDANTS - RELEASEES

Assistant Attorney General
Attorney for RELEASEES

Date

Robert Wilson
Robert Wilson

05/21/2019
Date

APPROVED AS TO FORM AND LEGALITY:

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05/21/2019
Date

DEFENDANTS:

Secretary, Maryland Department of
Public Safety and Correctional Services

5/22/19
Date

Stephen T. Moyer

Date

Daycha M. Corcoran
Daycha M. Corcoran

5/24/19
Date

Richard Miller

Date

APPROVED AS TO FORM AND LEGALITY:

Attorney for the DEFENDANTS - RELEASEES

Assistant Attorney General
Attorney for RELEASEES

6/6/19
Date