UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CAMARA SANKOFA and
SHANELLE THOMAS,

Plaintiffs,

v.

Case No. 4:21-cv-11468
Hon. Matthew F. Leitman
MAG. Elizabeth A. Stafford

MATTHEW ROSE, in his individual capacity, RICHARD BIRMINGHAM, in his individual capacity, ADAM KUSCH, in his individual capacity, and JOSEPH GASPER, in his official capacity as the Director of the Michigan State Police,

Defendants.

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SETTLEMENT AGREEMENT AND FINAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered this ____ day of September 2022 by and between Plaintiffs Camara Sankofa and Shanelle Thomas ("Plaintiffs"), and Defendants Matthew Rose, Richard Birmingham, Adam Kusch, and Joseph Gasper in his official capacity as the Director of the Michigan State Police ("Defendants").

RECITALS

WHEREAS, the Plaintiffs and Defendants are the parties to a pending lawsuit in the U.S. District Court for the Eastern District of Michigan that was assigned docket number 4:21-cv-11468; and

WHEREAS, the lawsuit alleges violations of the Fourth and Fourteenth Amendment and seeks damages and equitable relief;

WHEREAS, Defendants have asserted various defenses to the lawsuit;

WHEREAS, the parties desire to enter into this Settlement Agreement in full and complete settlement, discharge and release of all claims against each other which are or might have been the subject of Plaintiffs' complaint in the lawsuit, and for the purpose of resolving any and all claims arising from, related to or which could have arisen from the case and facts alleged in the lawsuit, including all claims which could have been brought against Defendants or the State of Michigan or any divisions, institutions, agencies, sections, bureaus, officers, employees, agents, volunteers, and attorneys of the State of Michigan;

WHEREAS, the parties share an interest in ensuring the lawfulness of duties performed by Michigan State Police personnel;

WHEREAS, Michigan State Police has engaged CNA Corporation ("CNA") to conduct a comprehensive Traffic Enforcement Policy and Program Analysis to be followed by reports and possible recommendations to the agency;

WHEREAS, Plaintiffs agree with the objectives and plans for CNA's work as described in documents supporting the firm's application and engagement; and

WHEREAS, Michigan State Police intends to make reasonable efforts to adopt and implement CNA's recommendations, if any, provided as a result of the Traffic Enforcement Policy and Program Analysis;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 In consideration of the payments and promises set forth in Sections 2 and 4 of the Agreement, Plaintiffs hereby completely release and forever discharge Defendants and the State of Michigan's departments, officers, employees, agents, facilities, or insurers, from any and all past, present or future claims, 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 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 subject of, the facts or alleged facts giving rise to the lawsuit in this matter, including but not limited to those claims brought under Fourth and Fourteenth Amendments, and any and all claims which could have been brought or alleged by Plaintiffs against Defendants, under any theory of recovery, from the beginning of time up through the date of signing this Agreement, arising from the facts alleged.

1.2 In addition to Defendants, this release and discharge applies to all past, present and future officers, directors, agents, representatives, employees, predecessors and successors in interest of Defendants and the State of Michigan, as well as all assigns, indemnitors and insurers of Defendants and the State of Michigan.

1.3 Plaintiffs acknowledge and agree the release and discharge set forth above is a general release. Plaintiffs expressly waive, and assume the risk of, any and all claims for damages which exist as of this date arising out of the incident which is the subject of the captioned matter, but 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 Plaintiffs' decision to enter into this Settlement Agreement. Plaintiffs further agree to accept payment of the sums and promises specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiffs assume the risk that the facts or law may be other than as Plaintiffs believe.

1.4 It is understood and agreed to by the parties that this settlement is a compromise of disputed claims and is not to be construed as an admission of liability on the part of Defendants, the State of Michigan, or their other employees or agents, by whom liability is expressly denied.

2.0 PAYMENTS

The State of Michigan agrees to pay the total sum of $200,000.00 as follows:

2.1 Settlement check issued by the State of Michigan, delivered to Plaintiffs' attorneys and made payable to the American Civil Liberties Union Fund of Michigan, in the amount of $200,000.00, within 30 days of the entry of a stipulated dismissal of *Camara Sankofa and Shanelle Thomas v. Matthew Rose, Richard Birmingham, Adam Kusch, and Joseph Gasper,* E.D. Mich. No. 4:21-cv-11468, it being understood and agreed that the payment is inclusive of the amount to be distributed to Plaintiffs ($150,000); and the amount to be paid to their attorneys ($50,000) as compensation for their legal services and any costs associated with their representation of Plaintiffs.

2.2 The payment is in complete settlement of all damages, including, without limitation, claims for interest, costs, and attorneys' fees. Accordingly, Defendants shall not be asked to pay any amount of money whatsoever beyond the total settlement amount of $200,000.

2.3 Plaintiffs and their attorneys will follow the appropriate procedures designated by the State of Michigan for receiving payment, including providing identifying information and registering to receive payments on SIGMA Vendor Self Service or whatever other method is designated at any time by the State of Michigan prior to payment.

3.0 DELIVERY OF DISMISSAL WITH PREJUDICE

Plaintiffs agree to dismiss, or cause to be dismissed, with prejudice, all pending claims and any and all lawsuits filed as of this date or which arise out of the circumstances forming the basis of their claims in this lawsuit, with all rights of appeal waived, subject to the District Court's entry of an order expressly retaining jurisdiction to enforce the terms of this Agreement.

4.0 PROVISION OF INFORMATION TO CNA AND DELIVERY OF FINAL REPORT TO ACLU

Defendants have engaged CNA to conduct a Traffic Enforcement Policy and Program Analysis to be followed by reports and possible recommendations to Michigan State Police. Defendants agree to identify the American Civil Liberties Union of Michigan ("ACLU") as an organization that may provide CNA with information relevant to the firm's research and analysis. Defendants also agree to provide the ACLU a copy of the publicly-released version of CNA's final report.

5.0 TAX RESPONSIBILITY AND MEDICAL LIENS

5.1 Plaintiffs agree that they are solely responsible for their portion of all federal, state or local taxes that may be due as a result of payments made under this Agreement. Plaintiffs further acknowledge and agree to indemnify and hold harmless Defendants in the event that any federal, state, or local taxing authority asserts any claim for liability based upon payment of these sums to Plaintiffs, including but not limited to: unpaid taxes, failure to withhold taxes, penalties, interest or other sums that may become due to any taxing authority. Defendants make no representations or warranties about the tax consequences of any monies paid pursuant to this Agreement.

5.2. To the extent any person or entity has paid (or pays at any point in the future) any bills of Plaintiffs related to any claim for medical or mental health treatment they received in treatment of any injuries claimed to have been sustained because of the allegations set forth in the lawsuits and has asserted a claim for reimbursement of those payments, Plaintiffs and their counsel hereby agree, warrant and represent that from the proceeds of settlement, any such claims for reimbursement of those payments will be paid in full in accordance with the terms of the applicable law(s) and the regulations pursuant thereto. Both Plaintiffs and their attorneys, jointly and severally, agree to indemnify, hold harmless Defendants and all others released herein from any claims asserted against them to recover the reimbursement for those payments.

5.3 To the extent any person or entity has provided (or provides at any point in the future) medical treatment or mental health treatment to Plaintiffs in treatment of any injury they allege to have sustained as a result of the allegations set forth in the lawsuits and has asserted a claim for reimbursement of those payments, Plaintiffs and their counsel hereby agree, warrant and represent that from the proceeds of settlement, any claim for reimbursement of those payments will be paid in full in accordance with the terms of the applicable law(s) and the regulations pursuant thereto. Both Plaintiffs and their attorneys, jointly and severally, agree to indemnify, hold harmless Defendants and all others released herein from any claims asserted against them to recover the reimbursement for those payments.

5.4 To the extent Medicare or Medicaid have made, may have made, or may make payment of any bills of Plaintiffs related to any claim for medical or mental health treatment they received in treatment of any injuries they claimed to have been sustained because of the allegations set forth in the lawsuits and asserts a claim for reimbursement of those payments under the relevant statutes, rules and/or regulations, Plaintiffs and their counsel hereby agree, warrant and represent that from the proceeds of settlement, Medicare's claim for reimbursement of those payments will be paid in full in accordance with the terms of the relevant

statutes, rules, and/or regulations. Plaintiffs and their attorneys, jointly and severally, agree to indemnify, hold harmless Defendants and all others released herein from any claims asserted against them by Medicare or Medicaid to recover the reimbursement for those payments.

6.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement and Release, Plaintiffs represent that they have not relied upon the advice of Defendants, Defendants' attorneys, or Defendants' assigns or privies regarding the legal and income tax consequences of this Settlement Agreement; the terms of this Settlement Agreement and Release have been completely read and explained to Plaintiffs by their attorneys; and, the terms of this Settlement Agreement and Release are fully understood and voluntarily accepted by Plaintiffs.

7.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiffs represent and warrant 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 and Release, except as otherwise set forth herein; Plaintiffs have the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified in it; and 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 and Release.

8.0 GOVERNING LAW

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

9.0 ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all documents and to take all additional actions necessary to give full force and effect to the basic terms and intent of this Settlement Agreement.

10.0 BINDING EFFECT

This Settlement Agreement and Release shall be binding on and inure to the benefit of Plaintiffs and Defendants and their indemnitors, executors, administrators, personal representatives, heirs, successors and assigns of each. 4

11.0 SAVINGS AND SEVERABILITY CLAUSE

If any of the provisions of this Settlement Agreement and Release are ever legally ruled and found to be legally unenforceable as written, all other aspects of this Agreement remain in full force and effect.

12.0 ENTIRE AGREEMENT

This Agreement contains the entire agreement between Plaintiffs and Defendants, and any and all discussions, understandings, or agreement, whether written or oral, had by the parties with respect to the subject matters hereof are merged into this Agreement, which alone fully and completely expresses the parties' agreement.

13.0 SUPPLEMENTS, MODIFICATIONS, AMENDMENTS AND WAIVER

No supplement, modification, or amendment of this Settlement Agreement and Release shall be binding unless executed in writing by both Plaintiffs and Defendants. No waiver of any provision of this Settlement Agreement and Release shall constitute a waiver of any other provision, whether similar or not; nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing signed by the party making the waiver.

14.0 EFFECTIVENESS

The Agreement is effective when signed by all parties or their representatives.

Plaintiffs:

9-28-2022
Date

Camara Sankofa

9.28.22
Date

Shanelle Thomas

9/29/22
Date

Mark P. Fancher
Attorney for Plaintiffs

Defendants:

Spl/F/Lt. Aimee Brimacombe
Date

Digitally signed by Spl/F/Lt. Aimee Brimacombe
Date: 2022.09.30 09:20:27 -04'00'

Spl/F/Lt. Aimee Brimacombe
Michigan State Police Representative

Date

Kyla L. Barranco (P81082)
Attorney for Defendants