

RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Raylonda Wagner

RELEASEES: (1) Jo Acton;
(2) Robert Paul;
(3) Sue Orand;
(4) Annamae Siegfried-Derrick;
(5) Mark Hartman;
(6) Charlotte Dolezal;
(7) Mike Ferriter;
(8) The Montana Department of Corrections; and
(9) The State of Montana

CIVIL CAUSE: *Fish, et al. v. Acton, et al.*
Cause No. DV 11-0099-BLG-RFC-CSO
U.S District Court, District of Montana – Billings Division

SUM OF SETTLEMENT: One Thousand, Eight Hundred Dollars (\$1,800.00), plus costs and attorneys' fees

RECITAL

In order to resolve the disputes raised in the above-referenced civil cause, the Releasor named above and the Montana Department of Corrections ("the DOC") enter into this Agreement.

AGREEMENT

1. **The DOC's Performance.**

In consideration of Releasor's agreements herein, the DOC shall do the following:

A. Payment.

The DOC will pay Releasor the sum of \$1,800.00, plus costs and attorneys' fees as provided below.

B. Creation and implementation of a boot camp for Montana female prisoners.

1. Beginning November 1, 2013, the DOC will implement a two-bed boot camp for Montana female prisoners at the Treasure State Correction Training Center ("TSCTC"). The

DOC will provide up to four (4) beds as needed and so long as it is consistent with the protection of the health, safety, and security of DOC inmates and staff, as well as the general public.

2. Consistent with the limitation in subsection 1 above (*i.e.*, bed capacity), boot camp shall be made available to Montana female prisoners on the same basis as Montana male prisoners from admission through aftercare.

3. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the TSCTC, as well as confidential attorney-client interviews with female boot camp participants, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, *etc.*).

4. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to Montana female boot camp applicants and participants which are public documents or records, subject to any individual prisoner's right to privacy.

5. The DOC agrees to provide all Montana probation and parole officers and District Court Judges across the State with written notice of the potential opportunity for qualifying Montana female prisoners to attend boot camp at the TSCTC by November 1, 2013.

C. Right Living Community/Therapeutic Community Programming at the MWP.

1. The DOC will discontinue the Right Living Community/Therapeutic Community program at the MWP, and it will not replace that program with any program that gives an inmate control over another inmate's privileges.

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2. Release of All Claims.

In consideration for payment of \$1,800.00 and the DOC's performance as set forth in Section 1 above, the undersigned Releasor fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, shareholders, owners, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, attorneys' fees, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of any event, act, or omission described in the civil cause referenced above, including any legal claim that was or could have been made based on the allegations contained in any Complaint or Amended Complaint filed in the civil cause referenced above.

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14. Disclaimer.

Releasor and the DOC have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and accord. This Release shall be binding upon the undersigned's heirs, successors, personal representatives and assigns.

CAUTION: READ BEFORE SIGNING!

DATED this 10 day of October, 2013.

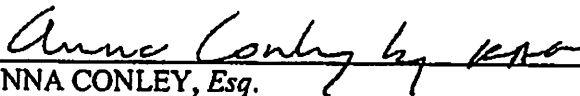
RELEASOR

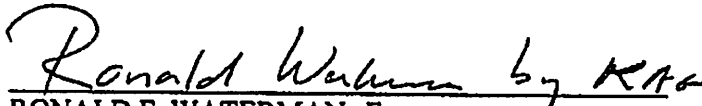

RAYLONDA WAGNER


APPROVED AS TO FORM AND CONTENT:

DATED this 21st day of October, 2013

ATTORNEYS FOR RELEASOR


ANNA CONLEY, *Esq.*
American Civil Liberties Union of Montana
P.O. Box 9138
Missoula, MT 59807


RONALD F. WATERMAN, *Esq.*
Gough Shanahan Johnson & Waterman
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ADRIAN MILLER, *Esq.*
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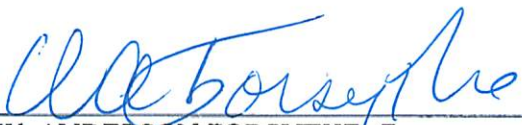
MONTANA DEPARTMENT OF CORRECTIONS


By: 
MIKE BATISTA
Its: Director

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OF CORRECTIONS


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IRA EAKIN, *Esq.*
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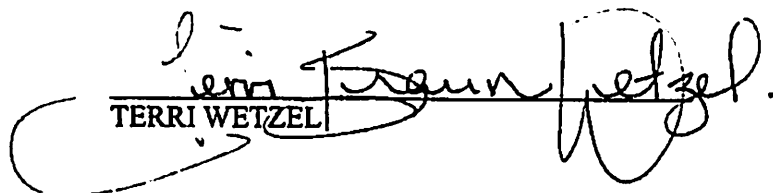
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TERRI WETZEL

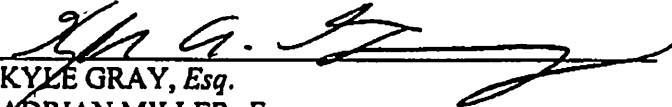
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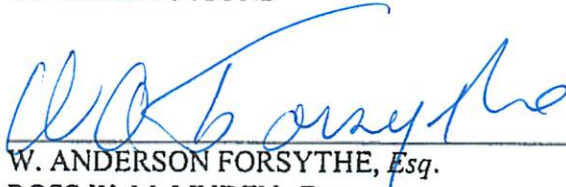
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RELEASOR: Angela Roman Nose

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(4) Annamae Siegfried-Derrick;
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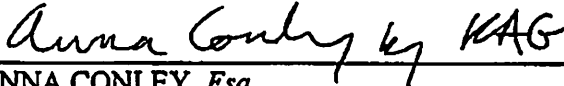


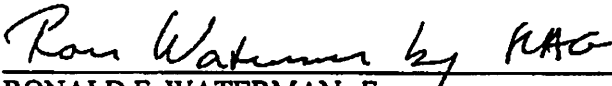
ANGELA ROMAN NOSE

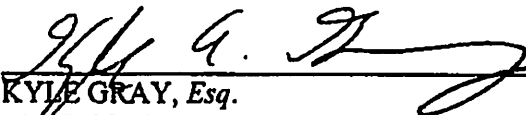
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(4) Annamae Siegfried-Derrick;
(5) Mark Hartman;
(6) Charlotte Dolezal;
(7) Mike Ferriter;
(8) The Montana Department of Corrections; and
(9) The State of Montana

CIVIL CAUSE: *Fish, et al. v. Acton, et al.*
Cause No. DV 11-0099-BLG-RFC-CSO
U.S District Court, District of Montana – Billings Division

SUM OF SETTLEMENT: One Thousand, Eight Hundred Dollars (\$1,800.00), plus costs and attorneys' fees

RECITAL

In order to resolve the disputes raised in the above-referenced civil cause, the Releasor named above and the Montana Department of Corrections ("the DOC") enter into this Agreement.

AGREEMENT

1. The DOC's Performance.

In consideration of Releasor's agreements herein, the DOC shall do the following:

A. Payment.

The DOC will pay Releasor the sum of \$1,800.00, plus costs and attorneys' fees as provided below.

B. Creation and implementation of a boot camp for Montana female prisoners.

1. Beginning November 1, 2013, the DOC will implement a two-bed boot camp for Montana female prisoners at the Treasure State Correction Training Center ("TSCTC"). The

DOC will provide up to four (4) beds as needed and so long as it is consistent with the protection of the health, safety, and security of DOC inmates and staff, as well as the general public.

2. Consistent with the limitation in subsection 1 above (*i.e.*, bed capacity), boot camp shall be made available to Montana female prisoners on the same basis as Montana male prisoners from admission through aftercare.

3. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the TSCTC, as well as confidential attorney-client interviews with female boot camp participants, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, *etc.*).

4. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to Montana female boot camp applicants and participants which are public documents or records, subject to any individual prisoner's right to privacy.

5. The DOC agrees to provide all Montana probation and parole officers and District Court Judges across the State with written notice of the potential opportunity for qualifying Montana female prisoners to attend boot camp at the TSCTC by November 1, 2013.

C. Right Living Community/Therapeutic Community Programming at the MWP.

1. The DOC will discontinue the Right Living Community/Therapeutic Community program at the MWP, and it will not replace that program with any program that gives an inmate control over another inmate's privileges.

2. The DOC will likewise not replace the Right Living Community/Therapeutic Community program at the MWP with any therapeutic community type program which is mandatory for all prisoners at MWP.

3. The DOC will conduct, at intake, individual assessments of females who will be incarcerated in MWP and develop individualized plans for recovery and/or re-entry.

4. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the MWP as well as confidential attorney-client interviews with female prisoners incarcerated therein, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, etc.).

5. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to female prisoners incarcerated in MWP and MWP programming which are public documents or records, subject to any individual prisoner's right to privacy.

2. Release of All Claims.

In consideration for payment of \$1,800.00 and the DOC's performance as set forth in Section 1 above, the undersigned Releasor fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, shareholders, owners, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, attorneys' fees, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of any event, act, or omission described in the civil cause referenced above, including any legal claim that was or could have been made based on the allegations contained in any Complaint or Amended Complaint filed in the civil cause referenced above.

3. Future Damages.

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or

expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the cause described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. Costs and Attorneys' Fees.

For the purpose of resolving any right to, or claim of, attorneys' fees and/or costs that may have arisen in the above-caption cause (*whether by this Releasor or another Plaintiff*), the DOC further agrees to pay the Releasor's attorneys of record one lump sum in the amount of fifty thousand dollars (\$50,000.00) in settlement of all of Plaintiffs' aggregated claims for attorneys' fees and costs. Even though Releasees have entered into separate Settlement Agreements with each of the Plaintiffs in the above-referenced cause to fully and completely resolve the cause, only one payment of \$50,000.00 will be made to Plaintiffs' attorneys of record to satisfy any and all claims for attorneys' fees and costs arising out of all seven (7) Plaintiffs' claims in the aggregate. This paragraph is reiterated in each Settlement Agreement merely to reflect that the DOC has an obligation to pay Plaintiffs' attorneys of record one single lump sum of \$50,000.00 in full settlement of all seven (7) Plaintiffs' claims for costs and attorneys' fees.

5. No Admission of Liability.

It is understood that the above-mentioned sums and the DOC's performance as set forth in Section 1 above are accepted as the sole consideration for full satisfaction and accord to compromise disputed claims, and that neither the payment of the sums nor the obligations set forth herein shall be considered as an admission of liability.

6. No Additional Claims.

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given.

7. Stipulation for Dismissal with Prejudice.

Releasor stipulates and agree that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil cause.

8. Resolution of Disputes.

If Releasor believes the DOC has substantially failed to comply with any obligation under this Settlement Agreement, Releasor's attorneys of record in the above-referenced cause shall give written notice of that failure to the DOC, describing in detail the particular failure(s). Thereafter, the parties will conduct good faith discussions to resolve the dispute. If the parties are unable to resolve the dispute within forty-five (45) days of Releasor's written notice, Releasor may seek legal redress.

9. Taxation.

Neither Releasees nor Releasees' attorneys make any representations about the taxability of any portion of the consideration made in exchange for this Release and Settlement. Releasor shall bear the sole responsibility for any and all tax consequences related to this Release and Settlement Agreement.

10. Expiration of the DOC's Obligations.

Other than the DOC's obligation to pay Releasor \$1,800.00, the DOC's obligation to perform as outlined in Section 1 above shall automatically expire and be of no more force and effect two (2) years from the date of full execution of this Agreement.

11. Severability.

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

12. Choice of Law.

The laws of the State of Montana shall apply to the interpretation of this Agreement.

13. **Final Agreement.**

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

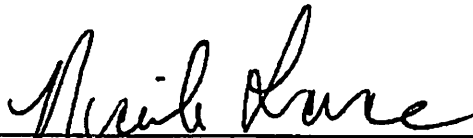
14. **Disclaimer.**

Releasor and the DOC have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and accord. This Release shall be binding upon the undersigned's heirs, successors, personal representatives and assigns.

CAUTION: READ BEFORE SIGNING!

DATED this 10 day of October, 2013.

RELEASOR



NICOLE LANCE

APPROVED AS TO FORM AND CONTENT:

DATED this 21st day of October, 2013

ATTORNEYS FOR RELEASOR

Anna Conley by M.A.G.
ANNA CONLEY, *Esq.*
American Civil Liberties Union of Montana
P.O. Box 9138
Missoula, MT 59807

Ronald Waterman by R.A.G.
RONALD F. WATERMAN, *Esq.*
Gough Shanahan Johnson & Waterman
33 S. Last Chance Gulch
Helena, MT 59601

Kyle Gray by A.M.
KYLE GRAY, *Esq.*
ADRIAN MILLER, *Esq.*
Holland & Hart LLP
P.O. Box 639
Billings, MT 59103-0639

CAUTION: READ BEFORE SIGNING!

DATED this 25th day of October, 2013.


MONTANA DEPARTMENT OF CORRECTIONS


By: 
MIKE BATISTA
Its: Director

APPROVED AS TO FORM AND CONTENT:

Dated this 25th day of October, 2013

ATTORNEYS FOR MONTANA DEPARTMENT
OF CORRECTIONS


W. ANDERSON FORSYTHE, *Esq.*
ROSS W. McLINDEN, *Esq.*
Moulton Bellingham PC
27 N. 27th St., Ste. 1900
Billings, MT 59103-2559


COLLEEN E. AMBROSE, *Esq.*
IRA EAKIN, *Esq.*
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59620

RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Tasha Rainey

RELEASEES: (1) Jo Acton;
(2) Robert Paul;
(3) Sue Orand;
(4) Annamae Siegfried-Derrick;
(5) Mark Hartman;
(6) Charlotte Dolezal;
(7) Mike Ferriter;
(8) The Montana Department of Corrections; and
(9) The State of Montana

CIVIL CAUSE: *Fish, et al. v. Acton, et al.*
Cause No. DV 11-0099-BLG-RFC-CSO
U.S District Court, District of Montana – Billings Division

SUM OF SETTLEMENT: Three Thousand Dollars (\$3,000.00), plus costs and attorneys' fees

RECITAL

In order to resolve the disputes raised in the above-referenced civil cause, the Releasor named above and the Montana Department of Corrections ("the DOC") enter into this Agreement.

AGREEMENT

1. The DOC's Performance.

In consideration of Releasor's agreements herein, the DOC shall do the following:

A. Payment.

The DOC will pay Releasor the sum of \$3,000.00, plus costs and attorneys' fees as provided below.

B. Creation and implementation of a boot camp for Montana female prisoners.

1. Beginning November 1, 2013, the DOC will implement a two-bed boot camp for Montana female prisoners at the Treasure State Correction Training Center ("TSCTC"). The

DOC will provide up to four (4) beds as needed and so long as it is consistent with the protection of the health, safety, and security of DOC inmates and staff, as well as the general public.

2. Consistent with the limitation in subsection 1 above (*i.e.*, bed capacity), boot camp shall be made available to Montana female prisoners on the same basis as Montana male prisoners from admission through aftercare.

3. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the TSCTC, as well as confidential attorney-client interviews with female boot camp participants, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, *etc.*).

4. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to Montana female boot camp applicants and participants which are public documents or records, subject to any individual prisoner's right to privacy.

5. The DOC agrees to provide all Montana probation and parole officers and District Court Judges across the State with written notice of the potential opportunity for qualifying Montana female prisoners to attend boot camp at the TSCTC by November 1, 2013.

C. Right Living Community/Therapeutic Community Programming at the MWP.

1. The DOC will discontinue the Right Living Community/Therapeutic Community program at the MWP, and it will not replace that program with any program that gives an inmate control over another inmate's privileges.

2. The DOC will likewise not replace the Right Living Community/Therapeutic Community program at the MWP with any therapeutic community type program which is mandatory for all prisoners at MWP.

3. The DOC will conduct, at intake, individual assessments of females who will be incarcerated in MWP and develop individualized plans for recovery and/or re-entry.

4. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the MWP as well as confidential attorney-client interviews with female prisoners incarcerated therein, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, etc.).

5. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to female prisoners incarcerated in MWP and MWP programming which are public documents or records, subject to any individual prisoner's right to privacy.

2. Release of All Claims.

In consideration for payment of \$3,000.00 and the DOC's performance as set forth in Section 1 above, the undersigned Releasor fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, shareholders, owners, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, attorneys' fees, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of any event, act, or omission described in the civil cause referenced above, including any legal claim that was or could have been made based on the allegations contained in any Complaint or Amended Complaint filed in the civil cause referenced above.

3. Future Damages.

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or

expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the cause described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. Costs and Attorneys' Fees.

For the purpose of resolving any right to, or claim of, attorneys' fees and/or costs that may have arisen in the above-caption cause (*whether by this Releasor or another Plaintiff*), the DOC further agrees to pay the Releasor's attorneys of record one lump sum in the amount of fifty thousand dollars (\$50,000.00) in settlement of all of Plaintiffs' aggregated claims for attorneys' fees and costs. Even though Releasees have entered into separate Settlement Agreements with each of the Plaintiffs in the above-referenced cause to fully and completely resolve the cause, only one payment of \$50,000.00 will be made to Plaintiffs' attorneys of record to satisfy any and all claims for attorneys' fees and costs arising out of all seven (7) Plaintiffs' claims in the aggregate. This paragraph is reiterated in each Settlement Agreement merely to reflect that the DOC has an obligation to pay Plaintiffs' attorneys of record one single lump sum of \$50,000.00 in full settlement of all seven (7) Plaintiffs' claims for costs and attorneys' fees.

5. No Admission of Liability.

It is understood that the above-mentioned sums and the DOC's performance as set forth in Section 1 above are accepted as the sole consideration for full satisfaction and accord to compromise disputed claims, and that neither the payment of the sums nor the obligations set forth herein shall be considered as an admission of liability.

6. No Additional Claims.

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given.

7. **Stipulation for Dismissal with Prejudice.**

Releasor stipulates and agree that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil cause.

8. **Resolution of Disputes.**

If Releasor believes the DOC has substantially failed to comply with any obligation under this Settlement Agreement, Releasor's attorneys of record in the above-referenced cause shall give written notice of that failure to the DOC, describing in detail the particular failure(s). Thereafter, the parties will conduct good faith discussions to resolve the dispute. If the parties are unable to resolve the dispute within forty-five (45) days of Releasor's written notice, Releasor may seek legal redress.

9. **Taxation.**

Neither Releasees nor Releasees' attorneys make any representations about the taxability of any portion of the consideration made in exchange for this Release and Settlement. Releasor shall bear the sole responsibility for any and all tax consequences related to this Release and Settlement Agreement.

10. **Expiration of the DOC's Obligations.**

Other than the DOC's obligation to pay Releasor ~~\$1,800.00~~ ^{\$3,000.00 TRR}, the DOC's obligation to perform as outlined in Section 1 above shall automatically expire and be of no more force and effect two (2) years from the date of full execution of this Agreement.

11. **Severability.**

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

12. **Choice of Law.**

The laws of the State of Montana shall apply to the interpretation of this Agreement.

13. **Final Agreement.**

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

14. **Disclaimer.**

Releasor and the DOC have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and accord. This Release shall be binding upon the undersigned's heirs, successors, personal representatives and assigns.

CAUTION: READ BEFORE SIGNING!

DATED this 10th day of October, 2013.

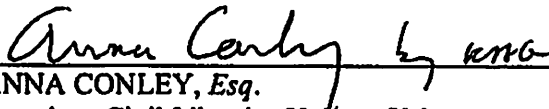
RELEASOR



TASHA RAINEY

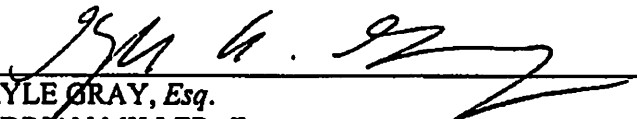
APPROVED AS TO FORM AND CONTENT:

DATED this 21st day of October, 2013

ATTORNEYS FOR RELEASOR


ANNA CONLEY, *Esq.*
American Civil Liberties Union of Montana
P.O. Box 9138
Missoula, MT 59807


RONALD F. WATERMAN, *Esq.*
Gough Shanahan Johnson & Waterman
33 S. Last Chance Gulch
Helena, MT 59601


KYLE GRAY, *Esq.*
ADRIAN MILLER, *Esq.*
Holland & Hart LLP
P.O. Box 639
Billings, MT 59103-0639

CAUTION: READ BEFORE SIGNING!

DATED this 25th day of October, 2013.


MONTANA DEPARTMENT OF CORRECTIONS


By: 
MIKE BATISTA
Its: Director

APPROVED AS TO FORM AND CONTENT:

Dated this 25th day of October, 2013

**ATTORNEYS FOR MONTANA DEPARTMENT
OF CORRECTIONS**


W. ANDERSON FORSYTHE, *Esq.*
ROSS W. McLINDEN, *Esq.*
Moulton Bellingham PC
27 N. 27th St., Ste. 1900
Billings, MT 59103-2559


COLLEEN E. AMBROSE, *Esq.*
IRA EAKIN, *Esq.*
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59620

RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Nicole Moore

RELEASEES: (1) Jo Acton;
(2) Robert Paul;
(3) Sue Orand;
(4) Annamae Siegfried-Derrick;
(5) Mark Hartman;
(6) Charlotte Dolezal;
(7) Mike Ferriter;
(8) The Montana Department of Corrections; and
(9) The State of Montana

CIVIL CAUSE: *Fish, et al. v. Acton, et al.*
Cause No. DV 11-0099-BLG-RFC-CSO
U.S District Court, District of Montana – Billings Division

SUM OF SETTLEMENT: One Thousand, Eight Hundred Dollars (\$1,800.00), plus costs and attorneys' fees

RECITAL

In order to resolve the disputes raised in the above-referenced civil cause, the Releasor named above and the Montana Department of Corrections ("the DOC") enter into this Agreement.

AGREEMENT

1. **The DOC's Performance.**

In consideration of Releasor's agreements herein, the DOC shall do the following:

A. **Payment.**

The DOC will pay Releasor the sum of \$1,800.00, plus costs and attorneys' fees as provided below.

B. **Creation and implementation of a boot camp for Montana female prisoners.**

1. Beginning November 1, 2013, the DOC will implement a two-bed boot camp for Montana female prisoners at the Treasure State Correction Training Center ("TSCTC"). The

DOC will provide up to four (4) beds as needed and so long as it is consistent with the protection of the health, safety, and security of DOC inmates and staff, as well as the general public.

2. Consistent with the limitation in subsection 1 above (*i.e.*, bed capacity), boot camp shall be made available to Montana female prisoners on the same basis as Montana male prisoners from admission through aftercare.

3. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the TSCTC, as well as confidential attorney-client interviews with female boot camp participants, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, *etc.*).

4. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to Montana female boot camp applicants and participants which are public documents or records, subject to any individual prisoner's right to privacy.

5. The DOC agrees to provide all Montana probation and parole officers and District Court Judges across the State with written notice of the potential opportunity for qualifying Montana female prisoners to attend boot camp at the TSCTC by November 1, 2013.

2. Release of All Claims.

In consideration for payment of \$1,800.00 and the DOC's performance as set forth in Section 1 above, the undersigned Releasor fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, shareholders, owners, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, attorneys' fees, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of any event, act, or omission described in the civil

cause referenced above, including any legal claim that was or could have been made based on the allegations contained in any Complaint or Amended Complaint filed in the civil cause referenced above.

3. Future Damages.

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the cause described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. Costs and Attorneys' Fees.

For the purpose of resolving any right to, or claim of, attorneys' fees and/or costs that may have arisen in the above-caption cause (*whether by this Releasor or another Plaintiff*), the DOC further agrees to pay the Releasor's attorneys of record one lump sum in the amount of fifty thousand dollars (\$50,000.00) in settlement of all of Plaintiffs' aggregated claims for attorneys' fees and costs. Even though Releasees have entered into separate Settlement Agreements with each of the Plaintiffs in the above-referenced cause to fully and completely resolve the cause, only one payment of \$50,000.00 will be made to Plaintiffs' attorneys of record to satisfy any and all claims for attorneys' fees and costs arising out of all seven (7) Plaintiffs' claims in the aggregate. This paragraph is reiterated in each Settlement Agreement merely to reflect that the DOC has an obligation to pay Plaintiffs' attorneys of record one single lump sum of \$50,000.00 in full settlement of all seven (7) Plaintiffs' claims for costs and attorneys' fees.

5. No Admission of Liability.

It is understood that the above-mentioned sums and the DOC's performance as set forth in Section 1 above are accepted as the sole consideration for full satisfaction and accord to compromise disputed claims, and that neither the payment of the sums nor the obligations set forth herein shall be considered as an admission of liability.

6. No Additional Claims.

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given.

7. Stipulation for Dismissal with Prejudice.

Releasor stipulates and agree that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil cause.

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If Releasor believes the DOC has substantially failed to comply with any obligation under this Settlement Agreement, Releasor's attorneys of record in the above-referenced cause shall give written notice of that failure to the DOC, describing in detail the particular failure(s). Thereafter, the parties will conduct good faith discussions to resolve the dispute. If the parties are unable to resolve the dispute within forty-five (45) days of Releasor's written notice, Releasor may seek legal redress.

9. Taxation.

Neither Releasees nor Releasees' attorneys make any representations about the taxability of any portion of the consideration made in exchange for this Release and Settlement. Releasor shall bear the sole responsibility for any and all tax consequences related to this Release and Settlement Agreement.

10. Expiration of the DOC's Obligations.

Other than the DOC's obligation to pay Releasor \$1,800.00, the DOC's obligation to perform as outlined in Section 1 above shall automatically expire and be of no more force and effect two (2) years from the date of full execution of this Agreement.

11. Severability.

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

12. Choice of Law.

The laws of the State of Montana shall apply to the interpretation of this Agreement.

13. Final Agreement.

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

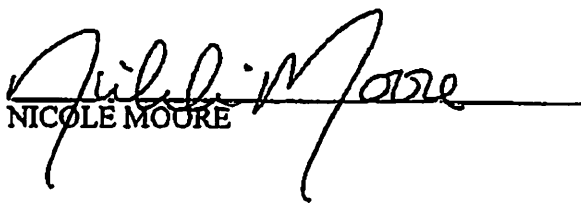
14. Disclaimer.

Releasor and the DOC have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and accord. This Release shall be binding upon the undersigned's heirs, successors, personal representatives and assigns.

CAUTION: READ BEFORE SIGNING!

DATED this 16 day of October, 2013.

RELEASOR


NICOLE MOORE

APPROVED AS TO FORM AND CONTENT:

DATED this _____ day of _____, 2013

ATTORNEYS FOR RELEASOR

ANNA CONLEY, *Esq.*
American Civil Liberties Union of Montana
P.O. Box 9138
Missoula, MT 59807

RONALD F. WATERMAN, *Esq.*
Gough Shanahan Johnson & Waterman
33 S. Last Chance Gulch
Helena, MT 59601

KYLE GRAY, *Esq.*
ADRIAN MILLER, *Esq.*
Holland & Hart LLP
P.O. Box 639
Billings, MT 59103-0639

CAUTION: READ BEFORE SIGNING!

DATED this 25th day of October, 2013.


MONTANA DEPARTMENT OF CORRECTIONS


By: 
MIKE BATISTA
Its: Director

APPROVED AS TO FORM AND CONTENT:

Dated this 25th day of October, 2013

ATTORNEYS FOR MONTANA DEPARTMENT
OF CORRECTIONS


W. ANDERSON FORSYTHE, *Esq.*
ROSS W. McLINDEN, *Esq.*
Moulton Bellingham PC
27 N. 27th St., Ste. 1900
Billings, MT 59103-2559


COLLEEN E. AMBROSE, *Esq.*
IRA EAKIN, *Esq.*
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59620

RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Susan F. Fish

RELEASEES: (1) Jo Acton;
(2) Robert Paul;
(3) Sue Orand;
(4) Annamae Siegfried-Derrick;
(5) Mark Hartman;
(6) Charlotte Dolezal;
(7) Mike Ferriter;
(8) The Montana Department of Corrections; and
(9) The State of Montana

CIVIL CAUSE: *Fish, et al. v. Acton, et al.*
Cause No. DV 11-0099-BLG-RFC-CSO
U.S District Court, District of Montana – Billings Division

RECITAL

In order to resolve the disputes raised in the above-referenced civil cause, the Releasor named above and the Montana Department of Corrections ("the DOC") enter into this Agreement.

AGREEMENT

1. **The DOC's Performance.**

In consideration of Releasor's agreements herein, the DOC shall do the following:

a. The DOC will discontinue the Right Living Community/Therapeutic Community program at the MWP, and it will not replace that program with any program that gives an inmate control over another inmate's privileges.

b. The DOC will likewise not replace the Right Living Community/Therapeutic Community program at the MWP with any therapeutic community type program which is mandatory for all prisoners at MWP.

c. The DOC will conduct, at intake, individual assessments of females who will be incarcerated in MWP and develop individualized plans for recovery and/or re-entry.

d. The DOC will permit the Releasor's attorneys of record in the above-referenced cause occasional visits to the MWP as well as confidential attorney-client interviews with female prisoners incarcerated therein, so long as such visits and interviews are consistent with current policies and procedures (which may take into consideration such factors as reasonable time limits, background checks, and disruption of programs, *etc.*).

e. The DOC will provide the Releasor's attorneys of record in the above-referenced cause reasonable access to documents pertaining to female prisoners incarcerated in MWP and MWP programming which are public documents or records, subject to any individual prisoner's right to privacy.

2. Release of All Claims.

In consideration for the DOC's performance as set forth in Section 1 above, the undersigned Releasor fully and forever releases and discharges Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, shareholders, owners, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, attorneys' fees, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of any event, act, or omission described in the civil cause referenced above, including any legal claim that was or could have been made based on the allegations contained in any Complaint or Amended Complaint filed in the civil cause referenced above.

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Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies

to any and all injuries, damages and losses resulting from the cause described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. **Costs and Attorneys' Fees.**

For the purpose of resolving any right to, or claim of, attorneys' fees and/or costs that may have arisen in the above-caption cause (*whether by this Releasor or another Plaintiff*), the DOC further agrees to pay the Releasor's attorneys of record one lump sum in the amount of fifty thousand dollars (\$50,000.00) in settlement of all of Plaintiffs' aggregated claims for attorneys' fees and costs. Even though Releasees have entered into separate Settlement Agreements with each of the Plaintiffs in the above-referenced cause to fully and completely resolve the cause, only one payment of \$50,000.00 will be made to Plaintiffs' attorneys of record to satisfy any and all claims for attorneys' fees and costs arising out of all seven (7) Plaintiffs' claims in the aggregate. This paragraph is reiterated in each Settlement Agreement merely to reflect that the DOC has an obligation to pay Plaintiffs' attorneys of record one single lump sum of \$50,000.00 in full settlement of all seven (7) Plaintiffs' claims for costs and attorneys' fees.

5. **No Admission of Liability.**

It is understood that the DOC's performance as set forth in Section 1 above is accepted as the sole consideration for full satisfaction and accord to compromise disputed claims, and that the obligations set forth herein shall not be considered as an admission of liability.

6. **No Additional Claims.**

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given.

7. Stipulation for Dismissal with Prejudice.

Releasor stipulates and agree that Releasor's attorneys of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil cause.

8. Resolution of Disputes.

If Releasor believes the DOC has substantially failed to comply with any obligation under this Settlement Agreement, Releasor's attorneys of record in the above-referenced cause shall give written notice of that failure to the DOC, describing in detail the particular failure(s). Thereafter, the parties will conduct good faith discussions to resolve the dispute. If the parties are unable to resolve the dispute within forty-five (45) days of Releasor's written notice, Releasor may seek legal redress.

9. Expiration of the DOC's Obligations.

The DOC's obligation to perform as outlined in Section 1 above shall automatically expire and be of no more force and effect two (2) years from the date of full execution of this Agreement.

10. Severability.

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

11. Choice of Law.

The laws of the State of Montana shall apply to the interpretation of this Agreement.

12. Final Agreement.

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

13. Disclaimer.

Releasor and the DOC have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and

accord. This Release shall be binding upon the undersigned's heirs, successors, personal representatives and assigns.

CAUTION: READ BEFORE SIGNING!

DATED this 10th day of October, 2013.

RELEASOR

Susan F. Fish
SUSAN F. FISH

APPROVED AS TO FORM AND CONTENT:

DATED this 21st day of October, 2013

ATTORNEYS FOR RELEASOR

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CAUTION: READ BEFORE SIGNING!

DATED this 25th day of October, 2013.


MONTANA DEPARTMENT OF CORRECTIONS


By: 
MIKE BATISTA
Its: Director

APPROVED AS TO FORM AND CONTENT:

Dated this 25th day of October, 2013

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