

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made to be effective as of January 12, 2023 (the "Effective Date") by and between the "Plaintiffs" and the "Defendants" as those categories of persons are defined below.

"Plaintiffs" include:

1. Daniel Guthrie, MDOC No. 105808
2. Aric Johnson, MDOC No. 101119
3. Kuriaki Riley, MDOC No. 11085
4. Demarcus Timmons, MDOC No. 184112
5. Willie J. Allen, MDOC No. 39219
6. Randy Anderson, MDOC No. R0734
7. Keith Baskin, MDOC No. 33761
8. Jerry Bland, MDOC No. 43489
9. Mondrick Bradley, MDOC No. 46406
10. William Branch, MDOC No. 156616
11. Eric Brown, MDOC No. K0577
12. Romaine Brown, MDOC No. 193776
13. Travis Cardell Brown, MDOC No. 103148
14. Emmitt Buchanan, MDOC No. 81955
15. Jerry Calvin Collier, MDOC No. 208849
16. Vincent Curlee, MDOC No. 41103
17. Trent M. Dora, MDOC No. 84204
18. Michael Freeman, MDOC No. 39107
19. Randie Gayden, MDOC No. 142937
20. Thomas German, MDOC No. 127404
21. Andrew Good, MDOC No. 191365
22. Jabrandon Green, MDOC No. 194412
23. Dewaun Griffin, MDOC No. 132751
24. Charlie Harris, MDOC No. K5661
25. Wilson Hervey, MDOC No. M4911
26. Frank Jackson, MDOC No. 30892
27. Charles Lamar Johnson, MDOC No. K1624
28. Quincy Johnson, MDOC No. L6175
29. Sammie Johnson, MDOC No. 58463
30. William Ray Jones, MDOC No. 109325
31. Tony Keyes, MDOC No. 119376
32. Tommy Kimble, MDOC No. 72981
33. Antonio Knowles, MDOC No. 124171
34. Tony Ray Leaks, MDOC No. 67217
35. James Lewis, MDOC No. R9983
36. Stanley Luster, MDOC No. 18531



CCB

37. Kenyatta McGee, MDOC No. 190909
38. Jerry Mettetal, MDOC No. 71745
39. Jermaine Moore, MDOC No. 82002
40. Kerry Morgan, MDOC No. 15117
41. Eduardo Nichols, MDOC No. 117002
42. Israel Page, MDOC No. 59118
43. Irvin Andrew Payne, MDOC No. 169701
44. Marshall Phillips, MDOC No. 57222
45. Randy Pogmore, MDOC No. 185457
46. Maurice Pugh, MDOC No. 52020
47. Frank Rice, MDOC No. 93465
48. Micah Ruffin, MDOC No. 128797
49. Cedric Russell, MDOC No. 145868
50. Lavar Saddler, MDOC No. 107975
51. Sean Spotts, MDOC No. R2721
52. Joseph Stack, MDOC No. K7247
53. Kedric Steele, MDOC No. 144935
54. Paul Thompson MDOC No. 190610
55. Serge Trullet, MDOC No. 176507
56. Carlos Twillie, MDOC No. 57595
57. Mack Watts, MDOC No. 163550
58. Joseph Westbrook, MDOC No. 78656
59. Bernard Wigley, MDOC No. 94312
60. Richard J. Wilson, MDOC No. 217821

“Defendants” include:

1. Nathan “Burl” Cain, in his official capacity as Commissioner of the Mississippi Department of Corrections (“MDOC”);
2. Jeworski Mallett, in his official capacity as the Deputy Commissioner of Institutions of MDOC;
3. Timothy Morris, in his official capacity as the Superintendent of the Mississippi State Penitentiary at Parchman (“MSP”);
4. Donald Faucett, in his official capacity as Chief Medical Officer of MDOC;
5. Lee Simon, in his official capacity as the Warden of Area I of MSP;
6. Tracy McDonald, in her official capacity as the Warden of Area II of the MSP; and
7. Sonja Staniel, in her official capacity as Chief of Security of MSP.

For purposes of this MOU, the term “Defendants” shall also include the Mississippi Department of Corrections (“MDOC”) and all past and present officials, employees, and officers of MDOC named as defendants in the lawsuits filed by the above-named plaintiffs.

The Plaintiffs and Defendants are sometimes referred to herein collectively as the “Parties” and individually as a “Party.” The premises for this MOU are as follows:



Handwritten signature and initials, possibly reading "ccB".



A. On or about January 14, 2020, a group of inmates who reside, or in the past resided, at the Mississippi State Penitentiary at Parchman, Mississippi ("MSP") filed a putative class action lawsuit initially styled as *Amos v. Hall*, 4:20-cv-0007-DMB-JMV (the "Amos Litigation"). On or about February 25, 2020, a separate group of inmates who also reside, or in the past resided, at MSP filed a separate putative class action lawsuit initially styled as *Lang v. Taylor*, 4:20-cv-00030-DMB-RP (the "Lang Litigation"). The plaintiffs in the Amos Litigation and the Lang Litigation subsequently filed one or more amended complaints in those separate actions (collectively, the "Lawsuits"), both of which are pending in the United States District Court for the Northern District of Mississippi (the "Court").

B. On or about November 12, 2020, the Court consolidated the Amos Litigation and the Lang Litigation pursuant to Rule 42 of the Federal Rules of Civil Procedure because "[b]oth cases involve current and former prisoners at [MSP] alleging violations of their constitutional rights based on the conditions within [MSP]." See *Amos* at [Doc. 182]; *Lang* at [Doc. 56].

C. On or about January 12, 2022, the Plaintiffs, who then numbered 277 former and current inmates of MSP, filed a consolidated Second Amended Complaint. See *Amos* at [Doc. 316]. Like all complaints previously filed in the Lawsuits, the consolidated Second Amended Complaint sought only declaratory and injunctive relief related to the conditions at MSP. The Second Amended Complaint, which is the current operative Complaint (the "Complaint") in the Lawsuits, named as defendants the above-listed Defendants.

D. On or about March 1, 2022, the Court granted the Defendants' motion to dismiss the claims of 197 of the 277 Plaintiffs, as those individuals had been either released from MDOC custody or transferred from MSP. In January 2023, the Court granted the Plaintiffs' motion to dismiss the claims of 20 additional Plaintiffs for the same reasons, leaving only the 60 Plaintiffs listed above in this MOU as plaintiffs in the consolidated Lawsuits. See *Amos* at [Doc. 363]. Also, on March 1, 2022, the Court ordered that the style of the consolidated Lawsuits be amended to *Pitrell Brister, et al. v. Nathan Burl Cain, et al.*, 4:20-cv-7-SA-JMV (the "Brister Litigation"). In this MOU, references to the "Lawsuits" shall be deemed and understood to include the Amos Litigation and the Lang Litigation, as those actions were consolidated and subsequently restyled as the Brister Litigation, including the Complaint and any and all other complaints filed in any of those actions.

E. During the course of the Lawsuits and as required by the Court, over the last two years Defendants have submitted materials, including documentation and photographs, reflecting the repairs, improvements, and ongoing maintenance at MSP. Additionally, on February 28, 2022, and at other times during the Lawsuits, representatives from Plaintiffs and Defendants visited MSP to inspect the units and buildings at issue in the Lawsuits.

F. The Parties have reached this MOU to amicably resolve and settle the Lawsuits. No Party admits any liability or responsibility whatsoever to any other Party. This MOU is not a consent decree and is not court enforceable. Plaintiffs will dismiss the Lawsuits without prejudice

  
ccB



and will not seek court-ordered relief as part of, or in consideration for, the dismissal. If Plaintiffs have reasonable grounds to believe that Defendants are not in substantial compliance with the below terms of this MOU, Plaintiffs' Counsel must notify Defendants' Counsel in writing and identify with particularity the basis of their belief. The Parties shall then engage in good-faith negotiations and attempt to resolve their dispute. If the parties are unable to resolve their dispute, Plaintiffs may, as their sole and exclusive remedy pursuant to this MOU, reinstate the Brister Litigation or file a new lawsuit for any substantive legal claims that Plaintiffs may believe they have against Defendants, but only after providing Defendants with at least 14 calendar days' notice and opportunity to cure.

For and in consideration of the premises set forth above, which are incorporated into and made part of this MOU, and in consideration of the actions provided for below, the Parties agree as follows:

1. Within five (5) business days of Plaintiffs' and Defendants' execution of this MOU, Plaintiffs and Defendants shall agree upon a date for the inspection set forth in Paragraph 2 below, and by the same date, Plaintiffs shall submit to the Court a proposed agreed order of dismissal of the Lawsuits without prejudice, with each Party to bear its own attorneys' fees, costs, and expenses.

2. Within thirty (30) calendar days of the Plaintiffs' dismissal of the Lawsuits, or upon such other date agreed upon in writing by the Parties, the Defendants shall allow Plaintiffs, through their representatives, who must be approved in advance by MDOC and must follow all MDOC protocols related to visiting MSP, to visit MSP for the sole purpose of documenting, consistent with applicable privacy considerations, the conditions and improvements at MSP ("Visit"). The Visit shall be a one-time event wherein Plaintiffs through their representatives, are allowed to observe and document the conditions and changes at MSP in the areas where such improvements have occurred and those previously visited in connection with the Lawsuits. Plaintiffs, through their representatives, may use video/audio recording and photography, consistent with applicable privacy considerations, to document the Visit ("Documentation").

3. Plaintiffs shall not disseminate the Documentation to any third party, with the exception of law enforcement or governmental agencies, or use the Documentation in any manner outside the Lawsuits until Defendants have had the opportunity to review the Documentation and make reasonable objections, if any, to the dissemination of specific portions of the Documentation, as set forth in Paragraphs 4-6 below.

4. Within five (5) business days after the Visit, Plaintiffs shall provide Defendants a complete copy of the Documentation, and Plaintiffs shall also specifically designate which video segments, photographs, and other portions of the Documentation that Plaintiffs intend to use for public consumption in any way.

5. Within ten (10) business days after Defendants' receipt of the Documentation, including the specifically designated segments that Plaintiffs intend to use for public consumption, Defendants may object to any portions of the specifically designated Documentation they believe

Handwritten signature in blue ink, followed by the initials "CCB" in blue ink.



in good faith should not be disseminated to third parties. Each objection shall state the portion of the specifically designated video or photograph to which the objection pertains and the good faith, reasonable basis for the objection. Plaintiffs shall have the right to disseminate and use in any manner the specifically designated Documentation to which Defendants have not properly and timely objected. Plaintiffs shall not have the right to disseminate or use in any manner any portions or segments of the Documentation that Plaintiffs have not specifically designated for such use. Under no circumstances shall Defendants have the burden of reviewing all or substantially all of the Documentation for purposes of making a timely objection; rather, Defendants shall review for purposes of making a timely objection only those specific portions of the Documentation that are designated by Plaintiffs. Plaintiffs may supplement the segments designated for review by Defendants. Should such supplementation occur, Defendants shall have a reasonable time in which to review and provide objection to same. Finally, Defendants understand that a copy of the materials referenced in Paragraph E and the Documentation may be provided by Plaintiffs to the U.S. Department of Justice, and in doing so, Plaintiffs will in all instances comply with the Protective Order that is in place for the Lawsuits and which governs such dissemination.

6. Within five (5) business days of Plaintiffs' receipt of objections by Defendants, Plaintiffs and Defendants shall confer in good faith to attempt to resolve any objections. Any unresolved objections will be handled pursuant to Paragraph "F" above.

7. This MOU does not and is not intended to confer upon Plaintiffs or Defendants "prevailing party" status within the meaning of 42 U.S.C. Sec. 1988. Plaintiffs and Defendants waive any right, claim, or entitlement to prevailing party status in connection with the Lawsuits. Plaintiffs and Defendants waive and will not seek to recover any attorneys' fees, costs, or expenses of any type incurred in connection with the Lawsuits.

8. This settlement is made in resolution of disputed claims without any admission of liability by any Party. The execution of this MOU is neither a concession nor admission by any party. Each party reserves all rights, claims, defenses, immunities, and remedies not expressly addressed herein.

9. This MOU may not be altered, amended, modified, or changed except in writing executed by all parties.

10. The Protective Order entered by the Court in the Lawsuits remains in full force and effect according to its terms.

11. This MOU may be executed in multiple counterparts, which taken together shall constitute a single original. Signatures transmitted by facsimile, electronic mail, or PDF copy shall suffice as an original.

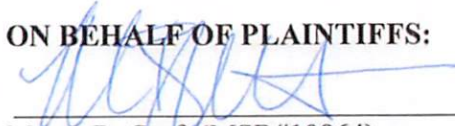
12. For purposes of this MOU, notice to any Party shall be provided to their Counsel, as listed below.



ccB

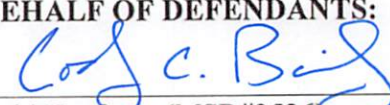
**AGREED AND EXECUTED** effective as of the 12th day of January, 2023.

**ON BEHALF OF PLAINTIFFS:**



\_\_\_\_\_  
Marcy B. Croft (MSB#10864)  
MJ LEGAL, P.A.  
1501 Jacksonian Plaza 12159  
Jackson, Mississippi 39211

**ON BEHALF OF DEFENDANTS:**



\_\_\_\_\_  
R. David Kaufman (MSB#3526)  
William Trey Jones III (MSB#99185)  
Karen E. Howell (MSB#102243)  
Cody C. Bailey (MSB#103718)  
Jacob A. Bradley (MSB#105541)  
BRUNINI, GRANTHAM, GROWER &  
HEWES, PLLC  
The Pinnacle Building, Suite 100  
190 East Capitol Street (39201)  
Post Office Drawer 119  
Jackson, Mississippi 39205