

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

ADRIAN FOWLER and,  
KITIA HARRIS,

Case No. 4:17-cv-11441

Plaintiffs,  
v.

Hon. Linda V. Parker  
Magistrate Mona K. Majzoub

RUTH JOHNSON, in her official  
capacity as Secretary of State of  
the Michigan Department of State,

Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release ("Agreement") is entered into  
between Adrian Fowler and Kitia Harris ("Plaintiffs") and Jocelyn Benson,  
Secretary of State for the State of Michigan ("Defendant").

## RECITALS

WHEREAS, there has been a dispute between the parties resulting in a lawsuit captioned, *Fowler, et al v. Ruth Johnson*, U.S. District Court for the Eastern District of Michigan Docket No. 4:17-cv-11441 and *Fowler v. Benson*, U.S. Court of Appeals for the Sixth Circuit Nos. 17-2504 & 18-1089 (hereinafter referred to as “the lawsuit”).

WHEREAS, the lawsuit alleged various claims under federal law, including attorney fees pursuant to 42 U.S.C. § 1988.

WHEREAS, Defendant has asserted various defenses to the lawsuit.

WHEREAS, the parties recognize that, under Michigan law, courts should consider ability to pay before imposing a penalty, such as license suspension, for failure to pay.

WHEREAS, the parties recognize that, under Michigan law, free or low-cost alternatives, such as participation in workforce development programs, community service, or affordable payment plans, should be offered as alternatives to those unable to pay court debt.

WHEREAS, the parties agree that Defendant assumes that state courts, as a factual matter, always follow these principles.

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 (including all amendments) in the lawsuit. Plaintiffs and Defendant enter into this Settlement

Agreement for the purpose of resolving any and all claims arising from or related to the case and facts alleged in the lawsuit.

WHEREAS, this Settlement Agreement is on behalf of Plaintiffs and their successors, heirs, and assigns.

## **AGREEMENT**

Therefore, in consideration of the foregoing and of the mutual promises hereinafter set forth, the receipt and accuracy of which is hereby acknowledged, the parties agree as follows:

### **1.0 RELEASE AND DISCHARGE**

1.1 In consideration of the terms set forth below, Plaintiffs hereby completely release and forever discharge Defendant and the State of Michigan and their 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 lawsuit (and all related pleadings) including but not limited to those claims brought under the U.S. and Michigan Constitutions, and any and all tort, employment, discrimination and/or contract claims which could have been brought or alleged by Plaintiff against Defendant or the State of Michigan, from the beginning of time up through the date of signing this Agreement.

1.2 In addition to Defendant, this release and discharge applies to all past, present, and future officers, directors, agents, representatives, employees, predecessors and successors in interest of Defendant and the State of Michigan, as well as all assigns, indemnors and insurers of Defendant 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 are 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 the consideration 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 Defendant, the State of Michigan, or their other employees or agents, by whom liability is expressly denied.

## 2.0 CONSIDERATION

2.1 It is expressly understood and agreed that the sole consideration for this Release is the valuable consideration set forth in Section 3.0 below, and that the consideration herein is contractual and not a mere recital.

3.0 CHANGES TO STANDARD LANGUAGE ON MICHIGAN CITATIONS AND COURT FORMS

Within one year of the effective date of this Agreement, the following notice language shall appear in standard Michigan citation and court forms as listed below:

**If you are not able to pay due to financial hardship, contact the court immediately to request a payment alternative.**

This notice language shall appear on the following:

- (i) Civil infraction and misdemeanor forms,
- (ii) Court form CIA 02 – judgment,
- (iii) Court form CIA 03 – 14 day notice civil infraction,
- (iv) Court form CIA 07 – default judgment,
- (v) Court form MC 216 – 14 notice for traffic offenses, and
- (vi) Court form MC 216a – notice on drinking/driving offenses.

The parties understand that under Michigan law, these modifications require the approval of the secretary of state, the attorney general, the state court administrator, and the director of the department of state police. Mich. Comp. Laws § 257.727c; 764.9f. The parties understand that Defendant commits to her approval of these modifications by entering into this agreement, and the parties further agree that the secretary will act in good faith to secure the approval of the attorney general, the state court administrator, and the director of the department of state police.

#### 4.0 DELIVERY OF DISMISSAL WITH PREJUDICE

Plaintiffs agree to withdraw and dismiss, or cause to be withdrawn or 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 the lawsuit. Nor will Plaintiffs appeal the dismissal of any prior-dismissed claims.

#### 5.0 RIGHT TO SET-OFF

The parties agree that any payment made in connection with this Settlement Agreement and Release is subject to any offset which the State of Michigan is empowered by law to exercise.

#### 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 Defendant, Defendant's attorneys, or Defendant's assigns or privies regarding the terms of this Settlement Agreement and Release have been completely read and explained to Plaintiffs by their attorney; 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 Defendant and their indemnors, executors, administrators, personal representatives, heirs, successors and assigns of each.

#### 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 Defendant, 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 Defendant. 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.

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14.0 EFFECTIVENESS

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

Plaintiff:

01/28/2020  
Date

Adrian Fowler  
Adrian Fowler

Notary:

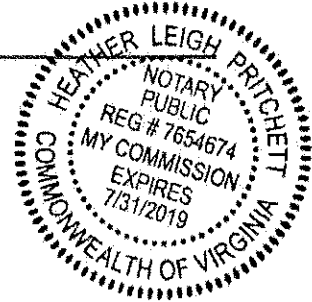
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Date

\_\_\_\_\_  
Kitia Harris

Notary:

January 28, 2020  
Date

[Signature]  
Attorney for Plaintiffs



Defendant:

2/13/2020  
Date

[Signature]  
Defendant or Her Designee  
Michael Brady, Chief Legal Director, MDos

14.0 EFFECTIVENESS

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

Plaintiff:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adrian Fowler

Notary:

1-28-2020

\_\_\_\_\_  
Date

*Kitia Harris*

Kitia Harris

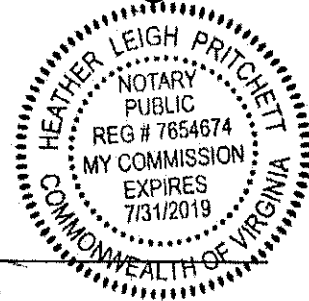
Notary:

January 28, 2020

\_\_\_\_\_  
Date

*[Signature]*

Attorney for Plaintiffs



Defendant:

2/13/2020  
Date

\_\_\_\_\_  
Defendant or Her Designee

*Michael Brady, Chief Legal Director, MDES*