



ST. JOSEPH COUNTY

ESTABLISHED 1830

BOARD OF COMMISSIONERS



MEMBERS

ANDREW T. KOSTIELNEY

District 1

DEREK D. DIETER

District 2

DEBORAH A. FLEMING, D.M.D.

District 3

AGENDA

Tuesday July 12th, 2022; 10:00 a.m. 7th Floor Conference Room

[Join Board of Commissioners Meeting](#)

Dial in: 1-312-626-6799 | Meeting ID: 992 8675 0389 | Passcode: 314981

PLEDGE OF ALLEGIANCE

A. FIRST ORDER OF BUSINESS: Opening and Reading of Bids/Letters of Interest on:

**B. REPORTS AND REQUESTS FROM:
COMMISSIONERS:**

- a) Accounts Payable Docket
- b) Employee of the Month – June
- c) Approval of Settlement Agreement and Release of all Claims

C. OLD BUSINESS:

D. PUBLIC COMMENTS (Three Minute Limit)

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, in order to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings, or the proposed project have been given an opportunity to provide input throughout the process.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

SHONTA EBONY SHAREE)
HENDERSON,)
)
Plaintiff,)
)
v.) CAUSE NO. 3:22-cv-00015-DRL-MGG
)
HAHN,)
)
Defendant.)

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Plaintiff, Shonta Ebony Sharee Henderson, and Defendant, Hahn, by counsel, enter into this Settlement Agreement and Release of All Claims, as provided below:

1. Plaintiff brought this lawsuit alleging that her rights had been violated by Defendant's confiscation of sixty (60) photographs, and refusal to provide those photographs to Plaintiff. The Court granted Plaintiff leave to proceed against Defendant Hahn for injunctive relief to obtain the sixty (60) photographs.

2. Plaintiff understands that this Settlement Agreement and Release of All Claims represents a compromise of doubtful and disputed claims, and that the Defendant is not hereby admitting any liability, but in fact denies any liability to Plaintiff.

3. This Agreement will allow Plaintiff to obtain the 58 photographs confiscated from Plaintiff's mail and placed in her property through an exchange program. Every thirty (30) days, Plaintiff may seek to exchange up to (forty) 40 photographs in her possession for forty (40) photographs held in her property.

4. Plaintiff understands that there are two (2) photographs that Defendant has determined to be inappropriate. Plaintiff has agreed that Defendant will produce those two photographs to Magistrate Rodovich to determine whether the photographs are, indeed, inappropriate and subject to being withheld during Plaintiff's incarceration. Plaintiff and Defendant acknowledge that Magistrate Rodovich's decision regarding the photographs will be binding on the parties.

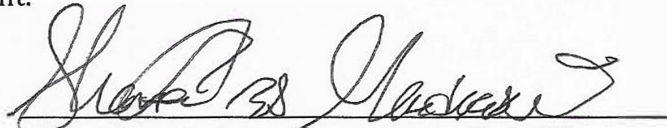
5. Defendant has further agreed to reimburse Plaintiff the filing fee incurred by Plaintiff in bringing this action. Accordingly, a total of Three Hundred Fifty Dollars (\$350.00) will be deposited into Plaintiff's commissary within thirty (30) days of execution of this Settlement Agreement and Release of All Claims.

6. Upon execution of this Settlement Agreement and Release of All Claims, and payment of the consideration, Plaintiff hereby releases and forever discharges Defendant, St. Joseph County, the Sheriff of St. Joseph County and all other elected officials, department heads, as well as their respective past and present officers, attorneys, employees, trustees, agents, affiliates, principals, successors and assigns (the "Released Parties"), of and from any and all claims which she has or may hereafter have for the alleged constitutional rights violation and which was the subject of a lawsuit filed in the United States District Court, Northern District of Indiana, South Bend Division, Case No. 3:22-cv-00015-DRL-MGG (the "Lawsuit"), including all claims for attorney fees and costs.

7. This Settlement Agreement and Release of All Claims constitutes and contains the entire agreement between the parties mentioned herein and the terms of this agreement are contractual and are not mere recitals.

8. Plaintiff has read and understands this Settlement Agreement and Release of All Claims, has had the opportunity to have it explained to her by an attorney, and states that she does now sign this Settlement Agreement and Release of All Claims as her free and voluntary act, understanding that in doing so, this prevents her from making any further claims in connection with the said incident.

Dated: 7/5/2012


Shonta Ebony Sharee Henderson, *Plaintiff*

Dated: _____

Peter J. Agostino, *Attorney for Defendant*

APPROVED BY THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS:

Andrew T. Kostielney, President

Deborah A. Fleming, DMD, Vice-President

Derek Dieter, Member