

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

WILLIAM BEGGS, et al.)	
)	
Plaintiffs,)	
)	
v.)	No. 2:19-cv-04227-NKL
)	
MISSOURI DEPARTMENT OF)	
CORRECTIONS, et. al.,)	
)	
Defendants.)	

PRIVATE SETTLEMENT AGREEMENT

Subject to Final Approval by the Court, the Parties enter into this Agreement on the terms set forth below. If, for any reason, the Court does not grant Final Approval, then this Agreement and all terms and provisions thereof are void, and neither this Agreement nor any term or provision of this Agreement may be enforced against the Parties or used in any subsequent pleading, motion, hearing, trial, or legal proceeding as evidence, an exhibit, or for precedential value of any kind.

I. DEFINITIONS.

For purposes of this Agreement, unless specifically defined elsewhere in this Agreement, the following terms have meanings set forth in this Section I:

- A. “Agreement” refers to this Private Settlement Agreement.
- B. “Corizon” refers to Corizon, LLC.
- C. “Court” refers to the United States District Court for the Western District of Missouri, United States District Judge Nanette K. Laughrey, or her successor.

- D.** “Defendants” refers to Anne Precythe, in her official capacity as director of the Missouri Department of Corrections (MDOC), and Corizon.
- E.** “Effective Date” refers to the date that the Court grants Final Approval to this Agreement.
- F.** “Final Approval” refers to this Court's final approval after a fairness hearing, as required by Rule 23(e) of the *Federal Rules of Civil Procedure*, and the Court's final approval becoming a final judgment after post-hearing motions and/or appeal.
- G.** “Final Judgment” means the judgment entered by the Court, substantially the same form as **Exhibit A** attached hereto, approving this Agreement, including all settlement considerations as set forth in this Agreement; and dismissing the action with prejudice.
- H.** “Hernia Guidelines” refers to the new guidelines promulgated by Corizon on or about April 1, 2020, which are attached hereto as **Exhibit B**.
- I.** “Inmate” for the purposes of this Agreement refers to an incarcerated offender whose healthcare is covered under the offender healthcare contract, and does not include those individuals no longer in MDOC physical custody whether by release, conditional release or parole.
- J.** “Lawsuit” refers to the above-styled case of *William Beggs, et al. v. Missouri Department of Corrections, et al.*, Civil Action No. 2:19-cv-04227-NKL, in the United States District Court for the Western District of Missouri, Central Division.
- K.** “MDOC” refers to the Missouri Department of Corrections.
- L.** “MDOC Director” refers to Anne L. Precythe, in her official capacity as director of the MDOC, or her successor, in his or her official capacity as director of the

MDOC.

- M. “Named Plaintiffs” refers to William Beggs, Terry McIlvoy, Andre Boyd, and/or Richard Sales, individually and/or as class representatives in the Lawsuit.
- N. “Party” or “Parties” refers to Beggs, Sales, McIlvoy, Boyd, Corizon, and/or Precythe.
- O. “Plaintiffs” refers to the “Named Plaintiffs” listed above and/or each member of the class defined herein as “all inmates in the custody of MDOC, now or in the future, who have presented, or will present with, a symptomatic hernia (as that term is defined medically).”
- P. “RFP” refers to the Request for Proposal issued by MDOC in calendar year 2020 seeking medical services by a third-party vendor at certain MDOC facilities.
- Q. “Reporting Period” refers to the three (3) year period from the Effective Date, during which certain reports described herein will be provided to Plaintiffs’ counsel.

II. RECITALS.

- A. WHEREAS, Plaintiffs filed this Lawsuit on December 30, 2019, alleging the existence and application of an unconstitutional “policy” regarding the treatment of inmates with symptomatic hernias;
- B. WHEREAS, the MDOC is not a medical provider but is contracted with Corizon for the medical care of inmates in the custody of the MDOC;
- C. WHEREAS, the Parties mediated their dispute in a good faith effort on occasions

and continued negotiations thereafter in an attempt to resolve the Lawsuit;

D. WHEREAS, the Parties desire to avoid the burdens and risks of further litigation and, for this reason, have agreed to resolve the Lawsuit on the terms and subject to the conditions set forth in this Agreement;

E. WHEREAS, this Agreement resolves all claims asserted and relief sought by Plaintiffs in the Lawsuit, along with Plaintiffs' concerns about allegedly unconstitutional policies for the treatment of hernias; and

F. WHEREAS, the Parties' intend this Agreement to become effective on the Effective Date.

III. TERMS AND CONDITIONS.

NOW THEREFORE, in exchange for the mutual promises contained herein, and for other valuable consideration, the Parties agree:

A. Policy Changes. Effective on April 1, 2020, during the pendency of this lawsuit, but prior to this Agreement, Corizon implemented and adopted Hernia Guidelines (attached hereto as Exhibit B, which the Parties stipulate may be withdrawn or redacted from this Agreement prior to any public posting or dissemination of this agreement, and/or which will be maintained under seal in the Court file related to this Agreement with Court approval). The Hernia Guidelines list new criteria for when an outside referral to a general surgeon for evaluation of potential surgical options is warranted. Further, since the implementation of the Hernia Guidelines, many inmates, including the Named Plaintiffs, have been afforded the opportunity to be evaluated or re-evaluated under the Hernia Guidelines. All Parties are agreeable to

these policy changes, which benefit Plaintiffs and all inmates. The terms of this Agreement satisfy the “injunctive relief” demands sought by Plaintiffs.

B. Future Policy Application. Corizon agrees that for the three (3) years from the Effective Date, and as long as it remains the MDOC’s contracted medical provider, it will maintain and operate under the Hernia Guidelines. Precythe, or any of her successors as director of the MDOC, agrees (1) that the MDOC will provide notice of this Agreement to third-party vendors participating in the MDOC’s 2020 RFP for medical services; (2) that for three (3) years from the Effective Date, the MDOC will require its contracted medical provider to follow the prevailing medical standard of care relevant to hernia treatment and apply best treatment practices under such standard of care, but that nothing in this Agreement prevents any medical providers contracted with the MDOC in the future from applying treatment practices different from those under the Hernia Guidelines, so long as such providers at the time of treatment follow the prevailing medical standard of care relevant to hernia treatment; and (3) that should Corizon not be awarded the contract under the MDOC’s 2020 RFP for medical services, the MDOC will notify counsel for the Named Plaintiffs of the hernia treatment practices of its new third-party vendor for medical services.

C. Notice to Inmates. Precythe, or any of her successors as director of the MDOC, agrees that the MDOC will provide notice of this Agreement and the opportunity to be evaluated under the Hernia Guidelines to current inmates from the date so directed by the Court by the following methods:

1. Electronic transmission via inmates' electronic tablets once a week for four (4) consecutive weeks;
2. Physical posting in all MDOC facilities in areas common to all inmates, including all medical units, that shall remain posted for thirty (30) days; and
3. Video transmission via MDOC's television network for thirty (3) days in MDOC facilities that have MDOC television capabilities.

The notice to inmates regarding the Hernia Guidelines shall state, "If prior to May 1, 2020, you were diagnosed with, or believe you had, a hernia and would like to be re-evaluated under new Corizon treatment guidelines, please put in an HSR for follow-up by Medical. The guidelines have changed and you may now be entitled to a surgical consult, if approved by Medical."

D. Reporting. During the Reporting Period, Corizon will provide Plaintiffs' attorneys statistics outlining the number of inmates seen over the preceding six (6) months who presented with complaints of a hernia or were diagnosed with a hernia, the number referred out to a general surgeon for evaluation, the number who had surgery, and information about the reasons why others with a diagnosed hernia may not have received a surgical referral. Corizon agrees to provide such statistics no later than fifteen (15) days after the end of the second (Q2) and fourth (Q4) quarters of the calendar year during the Reporting Period. Precythe, or any of her successors as director of the MDOC, agrees that the MDOC will require any third-party vendor providing hernia treatment during the Reporting Period to provide similar reporting as outlined in this paragraph.

E. Enforcement. If any Party believes that a dispute exists relating to the provisions

of this Agreement, then such Party shall notify the other Parties in writing, describing the dispute. The Parties shall engage in good-faith negotiations and attempt to resolve the dispute. If the Parties cannot resolve the dispute within thirty (30) days of the written notification, then they shall mediate their dispute with a mutually agreeable mediator, at a mutually agreeable date and time. If through mediation the Parties are unable to resolve the dispute, then a Party's sole and exclusive remedy is to seek enforcement in the United States District Court for the Western District of Missouri. In particular, if, based upon Corizon's reports (as described in Paragraph III.D above), Plaintiffs believe there has been non-compliance with the implementation or application of the Hernia Guidelines, their first step is to inquire about an explanation for any perceived deficiency in writing. If, after receiving written explanation or other response from Corizon (or subsequent medical contractor), Plaintiffs continue to believe there has been non-compliance, they shall put the Defendants on notice and may initiate the process set out herein. No MDOC inmate who believes or asserts that Defendants have been non-compliant with the Hernia Guidelines will be required to pursue any otherwise mandatory administrative remedy, grievance, or such procedure, but may only seek enforcement of the Hernia Guidelines through this Agreement and this particular provision. This provision is meant to ensure the MDOC inmates that qualify receive a surgical consult.

F. Named Plaintiffs' Damages Claim. Named Plaintiffs' individual damages claims

have been resolved separately, and each will be dismissed with prejudice from the Lawsuit. Precythe, or any of her successors as director of the MDOC, agrees to waive any rights the MDOC may have under the Missouri Incarceration Reimbursement Act to seek costs related to the Named Plaintiff's incarceration within the MDOC or any other remedy as to any monetary payment that the Named Plaintiffs may receive by separate agreement related only to this Lawsuit.

G. Attorneys' Fees and Costs. Plaintiffs contend that they are prevailing parties in the Lawsuit, at least in part, pursuant to 42 U.S.C. § 1988. Defendants disagree with Plaintiffs' contention that Plaintiffs are prevailing parties with respect to any claim asserted or relief sought in the Lawsuit. However, this Agreement is part of a compromise, and to resolve the Parties' dispute, and for complete satisfaction and release of the claims asserted and relief sought in the Lawsuit (including any claim for attorneys' fees and costs under 42 U.S.C. § 1988), Corizon agrees to pay Plaintiffs' counsel the total flat sum of \$85,000.00 as attorney fees and/or recoverable costs/expenses, to include all time and effort expended by Plaintiffs' counsel in litigating this matter through the Effective Date, and for the entire Reporting Period. No other payment of any type, except as described in Paragraph III.F above, shall be made by any Defendant. However, the parties agree that if Plaintiffs believe during the Reporting Period that Corizon or Precythe (or any of her successors as director of the MDOC) is non-compliant with this Agreement, then Plaintiffs' counsel may seek additional attorney fees for any work performed to pursue compliance in Court, to which they will be entitled if they prevail in the

pursuit of remedies for non-compliance.

H. Class Certification and Entry of Final Judgment. Defendants opposed Plaintiffs' Motion for Class Certification, but for purposes of this Agreement, and to resolve all claims pending in this Lawsuit, Defendants agree that the Court may certify a "Class" of Plaintiffs pursuant to Federal Rule of Civil Procedure 23(b)(2), which will include all current and future MDOC inmates who have presented to medical providers at the MDOC sites with, or will present with, a symptomatic hernia. The purpose for identifying this class is to identify individuals or a group of individuals about whom this Agreement's Reporting Period requirements in Section III.D shall apply, and on whose behalf Plaintiffs' attorneys may seek to enforce provisions of this Agreement in the future. The Parties further agree that, other than the benefit they may accrue through the application of the Hernia Guidelines to them, the class members are not entitled to any monetary payment through this Agreement. However, this Agreement is not meant to preclude any individual class member from seeking his/her own monetary relief for any alleged injury related to hernia care or pursuing claims unrelated to hernia care that they may otherwise have now or in the future, against any Defendant herein, after exhausting all administrative remedies available within the MDOC (informal resolution requests, grievances, and grievance appeals). This Agreement is conditioned upon the Court granting Final Approval and entering a Final Judgment in substantially the same form as Exhibit A, hereto enforcing the terms of this Agreement. The Court shall retain jurisdiction for thirty-six (36) months following the Effective Date for the purpose of enforcing the terms of this

Agreement. In particular, the Court shall be the sole and exclusive final arbiter for resolving disputes among the Parties relating to the provisions of the Agreement when the Parties are unable to first resolve such disputes through good-faith negotiations and mediation, as set forth above in section III.E.

I. No Admission of Liability. Defendants expressly reaffirm their position that the previously existing medical policies and procedures do not, did not, and have not violated the constitutional rights of Plaintiffs as a whole or any individual members. Defendants maintain and continue to maintain that they have consistently acted in accordance with applicable law and continue to vigorously deny all allegations asserted by Plaintiffs in the Lawsuit. Defendants believe that this Agreement is part of a compromise, which involves activities and changes to policies and procedures that are not mandated by, and which go beyond, the requirements of any substantive and procedural components of the United States Constitution. Defendants reserve the right to raise the propriety and necessity of any term or provision in this Agreement at any time, including in any proceeding to enforce this Agreement or any proceeding for modification, of or relief from, this Agreement. Neither this Agreement, nor any of its terms or provisions, nor the Final Approval, shall constitute as an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Agreement or the Final Approval a finding of the validity of any claim asserted or relief sought in the Lawsuit or of any wrongdoing by Defendants. Neither this Agreement nor the Final Approval shall be used or construed as an admission, concession, or presumption or inference of any fault, liability, or wrongdoing by any

person, business entity, or governmental entity, including Defendants. Neither this Agreement, the Final Approval, the fact of settlement and the settlement proceedings, the settlement negotiations, nor any related statement or document shall be offered or received in evidence as an admission, concession, or presumption or inference against Defendants in the Lawsuit or any other legal proceeding, except in any subsequent proceeding to enforce this Agreement consistent with Subsection III.E. after the Court enters Final Approval, or in any subsequent action by or against a Named Defendant, and each of them, to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense. Further, nothing about this Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Lawsuit or any other legal proceeding for adversarial, rather than settlement, purposes.

J. Release. Subject to Final Approval, Plaintiffs, for themselves and their spouses, heirs, executors, administrators, agents, representatives, successors, and assigns, unconditionally and forever release, acquit, and discharge Defendants, in their official and individual capacities (as applicable), and their past, present, and future agents, affiliates, attorneys, contractors, employees, insurers, managers, members, parents, predecessors, servants, subsidiaries, successors, and vendors of and from any and all actions, causes of action, claims, complaints, demands, liabilities, relief, and rights, whatsoever, whether now known or unknown, suspected or claimed, matured or unmatured, contingent or non-contingent, which Plaintiffs now have, or which may hereafter accrue, against the Defendants, based on, arising out of, or relating

to any medical policies or guidelines related to the treatment of hernias, except as they may relate to a claim that Defendants are not complying with the terms of this Settlement Agreement, and any claims for injunctive and declaratory relief asserted or that could have been asserted in the Lawsuit.

K. No Monetary Compensation. The Parties acknowledge that, excluding the payment of individual damage claims as outlined in Paragraph III.F, above, and attorneys' fees and costs to Plaintiffs' counsel pursuant to Paragraph III.G above, nothing in this Agreement creates, mandates, or constitutes any obligation on Defendants or the State of Missouri to compensate, pay, or otherwise provide any monetary payment of any kind to any past, present, or future inmate in the MDOC's custody. Moreover, nothing in this Agreement creates any basis for any purported or actual Plaintiff to seek any financial recovery or monetary benefit of any kind from any Defendant or the State of Missouri. Other than as specifically resolved by this Agreement, all inmates retain their right to pursue any other claims for monetary or other damages that they might have under the law, after exhausting all administrative remedies available within the MDOC (informal resolution requests, grievances, and grievance appeals).

L. Tax Implications of Resolution. Plaintiffs and their counsel agree and understand that Defendants have not made any representations regarding the tax treatment of any sums paid pursuant to this Agreement under either Section III.F, *supra*, to Plaintiffs, or under Section III.G, *supra*, to Plaintiffs' counsel, or any separate individual settlement agreements with the Named Plaintiffs. Plaintiffs

and their counsel acknowledge and agree, respectively and separately, that they are responsible for determining the tax consequences of each such payment and for paying taxes, if any, which may be owed with respect to each such payment. In the event that a claim for such taxes, and/or penalties and interest, is asserted by any taxing authority as a result of Plaintiffs' or their counsels' failure to pay any taxes determined to be owed, Plaintiffs and their counsel hereby agree to indemnify and hold Defendants harmless for any and all tax liability, interest, and/or penalties as may be due as a result of any failure to pay taxes owed as a result of this Agreement. Nothing herein is intended to make Plaintiffs or Plaintiffs' counsel liable for any tax obligation owed by the other, nor to require either to indemnify or hold Defendants harmless for any tax liability owed by the other.

M. Prison Litigation Reform Act. This is a private settlement agreement in accordance with the Prison Litigation Reform Act, 18 U.S.C. § 3626(c).

N. Applicability to Corizon after Contract Termination. The Parties acknowledge and understand that the MDOC is currently seeking bids for contracted services, including medical services, and Corizon may not continue to provide medical services at the MDOC sites at the conclusion of the current contract period. All Parties agree that Corizon's obligations under this Agreement terminate with the expiration of Corizon's contract with the MDOC should that occur during the Reporting Period contemplated herein, and Corizon shall have no further obligation

to any Plaintiff or class member thereafter with respect to the injunctive relief claims satisfied by this Agreement.

O. Interim Stay of Proceedings. Pending Final Approval, this Lawsuit and all deadlines contained in the applicable scheduling orders shall be stayed, except such proceedings necessary to implement and obtain Final Approval of this Agreement.

P. No Prior Assignment. The Parties hereby acknowledge, represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, hypothecated, encumbered, or purported to assign, transfer, hypothecate, or encumber to any person or entity any obligation, right or portion of this Agreement, except as set forth in Paragraph III.B above.

Q. Entire Agreement. This Agreement (including all Exhibits) contains the Parties' entire agreement with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or written, regarding the subject covered in this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements related to this settlement or the subjects covered in this Agreement, oral or written, have been made by any of the Parties or by anyone acting on behalf of the Parties that are not embodied or incorporated by reference in this Agreement, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to this settlement or the subjects covered in this Agreement not set forth in writing in this Agreement have been made by any Party. A commitment, obligation, or right not expressly stated in

this Agreement shall not be created by implication. The Parties and their counsel mutually contributed to the preparation of this Agreement and, therefore, neither this Agreement nor any term or provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted it.

R. Modification. Except as provided in *Federal Rule of Civil Procedure* 60, no term or provision of this Agreement may be modified unless such modification is agreed to in a writing signed by all Parties. Additionally, during the process resulting in Final Approval, any modification of the terms or provisions of this Agreement voids this Agreement.

S. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, business entity, or governmental entity not a Party to this Agreement any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Individual class members shall not be deemed to be third-party beneficiaries of this Agreement, and they shall have no right to bring any civil action or legal proceeding for any alleged violation of this Agreement, except as described in Paragraph III.H above.

T. Severability. If any section, subsection, or portion of this Agreement is held to be invalid by a court of law after the Effective Date, the remaining portions of this Agreement shall continue to be in full force and effect.

U. Binding upon Successors and Assigns. This Agreement is binding upon the Parties and their successors, assigns, employees, and agents, except that if Corizon

is no longer the medical vendor for the MDOC, then this Agreement shall have no further application to, and cannot be enforced against, Corizon.

V. Captions and Headings. The captions and headings of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement.

W. Cessation of Lawsuit. The Parties agree to jointly submit this Agreement to the Court, with a request that the Court approve this Agreement, if the Court deems it fair and adequate; and subject to applicable federal rules, close the Lawsuit in a manner consistent with the normal procedures of the United States District Court for the Western District of Missouri.

X. Term of the Agreement. Except as otherwise provided in this Agreement, the term of this Agreement shall be a three (3) year period starting on the Effective Date.

Y. Agreement Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Signed signature pages may be transmitted via facsimile or electronic mail, and any such signature shall have the same legal effect as an original. Plaintiffs' counsel hereby represents that he or she has each Plaintiff's actual authority to execute this Agreement on such Plaintiff's behalf and to bind such Plaintiff.

IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

/s/ Tom Pirmantgen

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Beggs, et al. v. Missouri Dep't of Corrections, et al.
Case No. 2:19-CV-4227-NKL

Exhibit A to Private Settlement Agreement

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

WILLIAM BEGGS, et al.)	
)	
Plaintiffs,)	
)	
v.)	Case No. 2:19-cv-04227-NKL
)	
MISSOURI DEPARTMENT OF)	
CORRECTIONS, et. al.,)	
)	
Defendants.)	

[PROPOSED] FINAL JUDGMENT

The Court, having considered the Joint Motion for Final Approval of the Settlement in the above-captioned case brought by Plaintiffs William Beggs, Terry McIlvoy, Andre Boyd, and Richard Sales ("Plaintiffs") against Corizon, LLC ("Corizon") and Anne Precythe ("Precythe") in her official capacity as director of the Missouri Department of Corrections ("MDOC") (collectively the "Parties"), the Settlement Agreement and Release dated _____, 2020 (the "Settlement Agreement"), having considered all of the objections and comments received regarding the proposed settlement, the record in the above captioned action (the "Action"), and the submissions and arguments presented by counsel, and having held a Fairness Hearing on _____, finds that:

1. Unless defined herein, for purposes of this Final Judgment all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, the Class, and Defendants.
3. The Parties have stipulated, for purposes of settlement, to the certification of a class pursuant to Fed. R. Civ. P. 23(b)(2) defined as:

All current and future inmates in MDOC custody who have presented, or will present, to medical providers at MDOC sites with a symptomatic hernia (the "Class").

4. Certification of the Class is warranted under Fed. R. Civ. P. 23(b)(2). The Court specifically finds:

(a) The Class is so numerous that joinder of all members is impracticable, Fed. R. Civ. P. 23(a)(1);

(b) The claims asserted on behalf of the Class raise common questions of law and/or fact that are of such a nature that make the claims capable of class wide resolution, Fed. R. Civ. P. 23(a)(2); *see also Postawko v. Missouri Dept. of Corr.*, 910 F.3d 1030, 1038 (8th Cir. 2018);

(c) The Plaintiffs' claims are typical of the claims of the Class, as they arise from the same course of conduct and give rise to the same legal theories, Fed. R. Civ. P. 23(a)(3);

(d) The named Plaintiffs are adequate representatives, as they and their attorneys are able and willing to fairly and adequately protect the interests of the Class, Fed. R. Civ. P., 23(a)(4); and

(e) The Defendants have acted or refused to act on grounds that apply generally to the Class so that the relief achieved in the Settlement Agreement is appropriate respecting the Class as whole, Fed R. Civ. P. 23 (b)(2).

5. The Court finds Tom Pirmantgen and Will Hack, Missouri Protection and Advocacy Services and Matthew Clement and the law firm Cook, Vetter, Doerhoff & Landwehr, P.C. to be capable and adequate counsel to represent and protect the interests of the Class, and hereby appoints them as Class Counsel.

6. Notice to the Classes of the Settlement was previously provided in accordance with the Court's Preliminary Approval Order and the Settlement Agreement. The notice given to the Class constitutes reasonable, appropriate and sufficient notice to all inmates within the definition of the Class under the circumstances, and fully complied with the requirements of due process and of all applicable statutes and laws.

7. The Settlement Agreement was arrived at as a result of arms' length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and who have diligently investigated and prosecuted this matter,

and was facilitated and overseen by Magistrate Judge Willie Epps during two mediation conferences with the Parties.

8. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class in light of the complexity, expense, and duration of litigation, as well as the risk involved in establishing liability through trial and appeal.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. The Settlement Agreement and Release is finally approved as fair, reasonable, adequate, just, and in compliance with all applicable requirements of the United States Constitution (including the Due Process Clause) and all other applicable laws, and is in the best interest of the Class. Any objections have been considered and are hereby overruled. Accordingly, the Court directs the Parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and conditions.

10. The Parties are hereby ordered to comply with the terms and conditions contained in the Settlement Agreement, which is incorporated herein by this reference.

11. Class Counsel is awarded a total of \$85,000 for fees and costs to be paid by Defendant Corizon within fourteen (14) days of the entry of this Final Judgment.

12. The Action is hereby dismissed with prejudice. This judgment has been entered without any admission by Defendants of liability or as to the merits of any of the allegations in the Complaint.

13. The provisions of this Final Judgment are applicable to, binding upon and inure to the benefit of each party to the Action (including each member of the Class and each of Defendant's successors and assigns).

14. The provisions of this Final Judgment are entered as a result of a voluntary agreement of the Parties. The Settlement Agreement and Release and this Final Judgment are not intended to, and shall not be construed as any admission, express or implied, of any fault, liability or wrongdoing by Defendant, or any other party or person, or of the accuracy of any of the allegations in the Complaint or Defendant's defenses.

15. Jurisdiction is retained by this Court for thirty-six (36) months following the Effective Date for the purpose of enforcing the terms of the Settlement Agreement. In particular, the Court shall be the sole and exclusive final arbiter for resolving disputes among the Parties relating to the provisions of the Settlement Agreement when the Parties are unable to first resolve such disputes through good-faith negotiations and mediation, as set forth in section III.E of the Settlement Agreement..

16. Based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Order notwithstanding the Court's retention of jurisdiction to oversee implementation and enforcement of the Settlement Agreement and Release, the Court directs the Clerk to enter final judgment pursuant to Federal Rule of Civil Procedure 54(b).

IT IS SO ORDERED.

DATED: _____

HON. NANETTE K. LAUGHREY
UNITED STATES DISTRICT JUDGE

Beggs, et al. v. Missouri Dep't of Corrections, et al.

Case No. 2:19-CV-4227-NKL

Exhibit B to Private Settlement Agreement

(to be filed under seal)