

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**Shreve, et al.,** : **Case No. 2:10-cv-644**  
Plaintiffs, :  
-vs- : **Judge: Sargus**  
**Franklin County, Ohio et al.,** :  
Defendants. : **Magistrate Judge: Abel**

**AGREEMENT BETWEEN PLAINTIFFS AND DEFENDANTS**

This agreement is entered into by Plaintiffs Robert Shreve and Michael Worley as Class Representatives in the matter of *Shreve et al. v. Franklin County, Ohio et al.* on behalf of the certified class, defined as: “All persons who, now or at any future time during the pendency of this litigation, are or will be placed in the custody of the Franklin County Sheriff’s Office at the Franklin County Corrections Centers” (hereinafter Plaintiffs), and by Defendants Franklin County, Sheriff Karnes, Chief Deputy Barrett, Chief Deputy Martin, Lt. Klump, Lt. Forino, Major Stobart, Sgt. Williamson, Major Hanes, Major Herrell, and Major Edgington in their Official Capacities and their successors (hereinafter FCSO). This agreement shall be subject to the approval of the Court pursuant to Fed. R. Civ. P. 23(e), and Plaintiffs and FCSO agree to support this agreement in any such proceeding.

Plaintiffs and FCSO hereby incorporate by reference Sections I, II, III, V, and VI of the Agreement Between the United States of America and the Sheriff of Franklin County, Ohio entered into on February 4, 2011 and attached hereto and agree that those Sections will form the basis of the agreement herein.

Plaintiffs and FCSO further agree to the following:

1. FCSO shall provide contemporaneously to Plaintiffs all materials provided to DOJ pursuant to the Implementation and Compliance Section IV of the attached Agreement Between the United States of America and the Sheriff of Franklin County, Ohio. Upon request by Plaintiffs, FCSO also shall provide to Plaintiffs policies, training materials and courses, and FCSO records regarding Taser use in a timely manner not to exceed 30 days.
2. FCSO shall notify counsel for the Plaintiffs of any scheduled DOJ compliance visit and counsel for the Plaintiffs may be present during all DOJ compliance visits.
3. If Plaintiffs determine that FCSO is not in compliance with this Agreement, Plaintiffs shall provide a Notice of Non-compliance to FCSO. During the 30 days following the receipt of a Notice of Non-compliance, the Plaintiffs and FCSO shall coordinate and discuss any areas of disagreement and attempt to resolve outstanding differences. However, in the case of an emergency posing an immediate threat to the health and safety of inmates, Plaintiffs may seek enforcement action without regard to the notice and negotiation requirements herein.
4. If the parties cannot reach an agreement within the 30 days following the receipt of a Notice of Non-compliance, the parties agree to enter into mediation under the direction of a magistrate judge or any other neutral party appointed by the Court and to engage in good faith negotiations with such a mediator to resolve such differences promptly and effectively. These negotiations will last for a maximum of 30 days from the inception of the proceedings.
5. If Plaintiffs and FCSO fail to reach an agreement at the conclusion of mediation, Plaintiffs are not limited in any fashion in pursuing compliance with this agreement without further notice, including any adverse litigation against FCSO and/or seeking appropriate enforcement of any provision of this agreement.

6. Within 30 days of the effective date of this Agreement, FCSO shall pay to Ohio Legal Rights Service \$30,000 as costs associated with the litigation of Plaintiffs claim for injunctive relief. This Agreement shall not establish prevailing party status for Plaintiffs for purposes of attorney fees or costs. Plaintiffs reserve the right to seek attorney fees and costs for further proceedings in this matter with regard to the individual claims for damages and entity liability, or any subsequent action to seek compliance with this Agreement. FCSO reserves all defenses related to any claim to fees and costs made by the Plaintiffs in the future.

The Parties have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

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*Signature Pages Follow*

Plaintiffs on behalf of the Certified Class:

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ROBERT SHREVE

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MICHAEL WORLEY

Approved by Counsel for the Certified Class:

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On behalf of the Defendants:

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JAMES A. KARNES  
SHERIFF, FRANKLIN COUNTY, OHIO