

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

SHALEDA BUSBEE,
ADMINISTRATRIX OF THE
ESTATE OF TYRONE BRIGGS

Plaintiff,

v.

PENNSYLVANIA DEPARTMENT OF
CORRECTIONS; SUPERINTENDENT
THERESA DELBALSO; DEPUTY
SUPERINTENDENT CHARLES
STETLER; JOHN DOES #1-11,

Defendants

No. 1:20-cv-02401

Magistrate Judge Susan E. Schwab

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS is entered into on the 23rd day of July, 2021 between Plaintiff Shaleda Busbee, Administratrix of the Estate of Tyrone Briggs (hereinafter "Plaintiff") and Pennsylvania Department of Corrections, Superintendent Theresa Delbalso, Deputy Superintendent Charles Stetler, and John Does #1-11, (hereinafter "Defendants") individually and on behalf of the Pennsylvania Department of Corrections, and is intended as a complete statement of the terms of the settlement and release of claims between the undersigned Parties in the case known as: *Shaleda Busbee, Administratrix of the Estate of Tyrone Briggs v. Pennsylvania Department of Corrections, et al*, in the United States District Court for the Middle District of Pennsylvania, at Case No. 1:20-cv-02401 (hereinafter, the "underlying case"). With the intent to be legally bound hereby, the Parties agree as follows:

1. This Settlement Agreement and Release of Claims represents a full and final settlement of all claims, including all claims for fees and costs under federal or state law, that were or could have been brought relating to the death of Tyrone Briggs, including the circumstances described in the Complaint filed in the underlying case.

2. It is acknowledged and agreed that this Settlement Agreement and Release of Claims is in compromise of a disputed claim or claims embodied in the underlying case and is being entered into in lieu of an adjudication of Plaintiff's claims, to limit the burden further litigation poses to both parties. Thus, the Settlement Agreement and Release of Claims is not to be construed as an acknowledgment by either party as to the merit of any claim or defense.

3. The Defendants shall pay to Plaintiff the total sum of Eight Million Five-Hundred Thousand Dollars (\$8,500,000), in settlement of all claims raised in the underlying case, including without limitation claims for physical injury, emotional distress, costs and attorneys' fees. Payment shall be made by one (1) check made payable to Kairys, Rudovsky, Messing, Feinberg, Lin & LLP, in the amount of Eight Million Five-Hundred Thousand dollars (\$8,500,000) from the Commonwealth of Pennsylvania. The Settlement Amount will be paid as expeditiously as possible after full execution of this Agreement. Payment by any date certain, however, shall not be a condition or requirement of this Agreement. Plaintiff hereby waives the requirements and remedies of Pennsylvania Rule of Civil Procedure 229.1, to the extent it is applicable to this Agreement.

4. It is agreed and understood that Plaintiff and her attorneys are solely responsible for the tax liabilities and consequences, if any, related to their receipt of settlement proceeds under this Settlement Agreement and Release of Claims, and the Defendants shall not bear any responsibility for such liability or consequences, if any.

5. Payment shall be made in the form of the one fully negotiable check as previously described that represents the liquidation in full of all claims by Plaintiff, including attorneys' fees and costs.

6. The DOC further acknowledges and represents that it has implemented, or is in the process of implementing, modifications to policy, procedure and training programs to address the heightened risk OC may pose to inmates with asthma and other respiratory diseases. Those modifications include:

- Mandatory training for all corrections staff who have care, custody and control or therapeutic care, custody and control of incarcerated persons concerning the heightened risk OC may pose to those with asthma/respiratory disease - for new hires and as an annual training requirement.
- Required annual training for all DOC medical staff and agency/contract medical staff on the heightened risk OC may pose to individuals with respiratory disabilities.
- Reiterate and clarify mandatory procedures for nursing assessments of inmates with respiratory disabilities who come into contact with OC, including:
 - examine inmate's medical chart for notations of respiratory disease
 - obtain pulse ox reading
 - contact on-call medical provider with vital statistics and assessment information
 - on-call medical provider makes determination as to whether inmate can be cleared or should remain in medical for further observation

Counsel for the DOC shall provide written verification to counsel for Plaintiff confirming that these modifications have been implemented, including an interim status report/verification at 4 and 8 months from the date of this agreement while implementation is in progress.

7. In consideration thereof, Plaintiff hereby releases, remises and forever discharges Defendants and the Commonwealth of Pennsylvania, Department of Corrections, and its officers, officials, employees, agents, representatives and assigns, of and from any and all liability, suits, causes of action, whether in law or in equity, judgments, demands or claims of any nature whatsoever, known and unknown, foreseen and unforeseen, which Plaintiff now has or may hereafter have at any time prior to the execution of this Settlement Agreement and Release of

Claims on account of and/or in any way arising from or relating to his restricted housing unit confinement with the Commonwealth of Pennsylvania, Department of Corrections, including the incidents and claims that were or could have been raised in the underlying case.

8. It is acknowledged and agreed that this Settlement Agreement and Release of Claims, with due regard for the pertinent provisions of the Commonwealth Attorneys Act, is not, cannot and shall not be construed to be a consent decree.

9. The Parties acknowledge and consent to the dismissal with prejudice of the underlying case. To that end, within thirty (30) days of receipt of the settlement proceeds, Plaintiff will file a Stipulation of Dismissal pursuant to Rule 41 of the Federal Rules of Civil Procedure.

10. It is acknowledged, understood and agreed, that this Settlement Agreement and Release of Claims contains the entire agreement between Plaintiff and Defendants, and its terms are contractual and no mere recital.

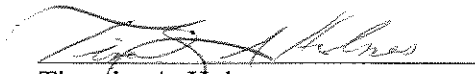
11. We state that we have read carefully the foregoing document, know and understand its contents and sign the same as the free and voluntary act of each of us with the intent to be bound by its terms, and more specifically that Plaintiff in this respect has conferred with her counsel, including but not limited to Attorneys Bret Grote and Jonathan Feinberg concerning its terms and the consequences of her respective signature.

14. This Agreement may be executed in counterparts.

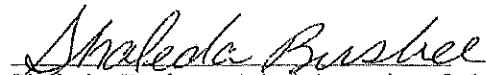
INTENDING TO BE LEGALLY BOUND, the Parties hereto have approved and executed this Settlement Agreement and Release of Claims on the dates set forth opposite their respective signatures.

CAVEAT - PLEASE READ BEFORE AFFIXING YOUR SIGNATURE.

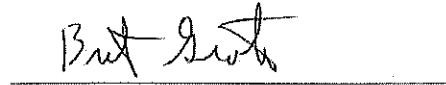
7/23/21
Date


Timothy A. Holmes
On behalf of the Pennsylvania Department of Corrections and all Defendants

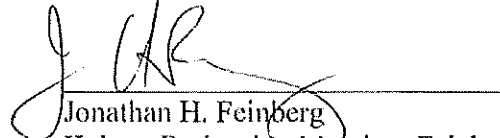
7/23/21
Date


Shaleda Busbee, Administratrix of the Estate of Tyrone Briggs,
Plaintiff

7-23-21
Date


Bret D. Grote, Esquire
Abolitionist Law Center
Attorney for Plaintiff

7/23/21
Date


Jonathan H. Feinberg
Kairys, Rudovsky, Messing, Feinberg & Lin, LLP
Attorney for Plaintiff