

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LENAWE**

LENAWEE COUNTY HEALTH DEPARTMENT,

Plaintiff,

vs.

SAMUEL EICHER, et al.  
JONAS WAGLER, et al.  
LOUIS GRABER, et al.  
DAVID LENAGACHER, et al.  
LEWIS LENAGACHER, et al.  
JOSEPH GRABER, et al.  
SAMUEL DELAGRANGE, et al.  
ISAIAH EICHER, et al.  
MELVIN DELAGRANGE, et al.

Defendants.

Hon. Michael R. Olsaver

File Nos.

**19-6384-CE [S. Eicher]**  
19-6387-CE [J. Wagler]  
19-6389-CE [L. Graber]  
19-6391-CE [D. Lenagacher]  
19-6393-CE [L. Lenagacher]  
19-6394-CE [L. Lenagacher]  
19-6418-CE [L. Lenagacher]  
19-6385-CE [J. Graber]  
19-6388-CE [S. Delagrange]  
19-6395-CE [I. Eicher]  
19-6396-CE [M. Delagrange]

---

John J. Gillooly (P41948)  
GARAN LUCOW MILLER, P.C.  
1155 Brewery Park Blvd., Suite 200  
Detroit, MI 48207  
(313) 446-5501  
Jgillooly@garanlucow.com  
Attorney for Plaintiff

Richard W. Schulte (Ohio Bar 0066031)\*  
Stephen D. Behnke (Ohio Bar 0072805)\*  
Wright & Schulte, LLC  
Counsel for Defendants  
865 South Dixie Drive  
Vandalia, OH 45377  
(937) 435-7500

\* *Admitted Pro Hac Vice*



Philip Mayor (P81691)  
Ramis Wadood (P85791)  
Daniel S. Korobkin (P72842)  
American Civil Liberties Union  
Fund of Michigan  
Counsel for Defendants  
2966 Woodward Ave.  
Detroit, Michigan 48201  
(313) 578-6803

John A. Shea (P37634)  
Cooperating Attorney, American Civil  
Liberties Union Fund of Michigan  
Counsel for Defendants  
120 N. Fourth Ave.

Ann Arbor, MI 48104  
(734) 995-4646

Jacob C. Bender (P78743)  
Cooper & Bender, P.C.  
Counsel for Defendants  
P.O. Box 805  
Adrian, MI 49221  
(517) 263-7884

Dennis Mulvihill (Ohio Bar 0066031)\*  
WRIGHT & SCHULTE, LLC  
Counsel for Defendants  
31100 Pinetree Road, Suite 225  
Pepper Pike, OH 44124  
216-591-0133  
*\* Admitted Pro Hac Vice*

---

**CONSENT JUDGMENT**

Pursuant to the agreement of all parties, this Court enters judgment in these matters as follows:

1. The terms of the attached Settlement Agreement (“the Agreement”), entered into by the parties on September 13, 2023, are adopted and incorporated into this Consent Judgment by order of this Court, which Order is hereby ENTERED. The Court retains jurisdiction to enforce the Agreement as the judgment of this Court pursuant to its terms upon motion from any party or beneficiary to the Agreement;
2. All claims or counterclaims by either party are otherwise DISMISSED with prejudice.

This order resolves the last pending claim and closes this case.

IT IS SO ORDERED.



Hon. Michael R. Olsaver (P60444)  
Circuit Judge

Dated: 9/14/23

We stipulate to the entry of the above order:

/s/ John J. Gillooly

John J. Gillooly (P41948)  
GARAN LUCOW MILLER, P.C.  
1155 Brewery Park Blvd., Suite 200  
Detroit, MI 48207  
(313) 446-5501  
Jgillooly@garanlucow.com  
Attorney for Plaintiff

/s/ Richard W. Schulte

Richard W. Schulte (Ohio Bar 0066031)\*  
Stephen D. Behnke (Ohio Bar 0072805)\*  
Wright & Schulte, LLC  
Counsel for Defendants  
865 South Dixie Drive  
Vandalia, OH 45377  
(937) 435-7500  
*\* Admitted Pro Hac Vice*

/s/ Dennis Mulvihill

Dennis Mulvihill (Ohio Bar 0066031)\*  
WRIGHT & SCHULTE, LLC  
Counsel for Defendants  
31100 Pinetree Road, Suite 225  
Pepper Pike, OH 44124  
216-591-0133  
*\* Admitted Pro Hac Vice*

/s/ Philip Mayor

Philip Mayor (P81691)  
Ramis Wadood (P85791)  
Daniel S. Korobkin (P72842)  
American Civil Liberties Union

Fund of Michigan  
Counsel for Defendants  
2966 Woodward Ave.  
Detroit, Michigan 48201  
(313) 578-6803

/s/ John A. Shea  
John A. Shea (P37634)  
Cooperating Attorney, American Civil  
Liberties Union Fund of Michigan  
Counsel for Defendants  
120 N. Fourth Ave.  
Ann Arbor, MI 48104  
(734) 995-4646

/s/ Jacob C. Bender  
Jacob C. Bender (P78743)  
Cooper & Bender, P.C.  
Counsel for Defendants  
P.O. Box 805  
Adrian, MI 49221  
(517) 263-7884

Dated: September 14, 2023

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Release (“**Agreement**”) is made and entered into by the Lenawee County Health Department (“**LCHD**” or “**Plaintiff**”) and Defendants Samuel and Rachel Eicher; Jonas and Emma Wagler; Louis and Mary Graber; David and Esther Lenagacher; Lewis and Laura Lenagacher; Simon and Sylvia Graber; Amos and Emma Delagrange; Isaiah and Elizabeth Eicher; and Melvin and Rosemary Delagrange (collectively referred to as “**Defendants**”) as of the date the final party signs (the “**Effective Date**”). Plaintiff and Defendants are collectively the “**Parties**.”

### RECITALS

This Agreement is entered into with reference to the following facts and recitals which are true to the best of the Parties’ knowledge and belief, and are made part of this Agreement:

WHEREAS, Plaintiff filed a series of Complaints to abate a nuisance against the Defendants in Lenawee County Circuit Court (the “**Court**”), being Case Numbers 19-6384-CE; 19-6385-CE; 19-6387-CE; 19-6388-CE; 19-6389-CE; 19-6390-CE; 19-6391-CE; 19-6392-CE; 19-6393-CE; 19-6395-CE; 19-6396-CE; and 19-6418-CE, alleging that Defendants’ properties were in violation of the Lenawee County Health Code (collectively, these cases, the matters upon which they are based, and all resultant litigation shall be referred to as the “**Litigation**”);

WHEREAS, Defendants filed amended Counterclaims against Plaintiff alleging that Plaintiff violated their rights under the Free Exercise Clause of the United States Constitution, Amend. I; 42 U.S.C. § 1983; their religious liberty under the Michigan Constitution, Article I, Section 4; the Fair Housing Act, 42 U.S.C. § 3613 (Discrimination by Imposition of Disparate Impact based on religion); and the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc;

WHEREAS, the Parties agree that it is in their mutual interests to avoid the uncertainty and expense of the Litigation by reaching a settlement and accommodation of the certain matters encompassed herein, without any admission of law or fact;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### TERMS AND RELEASES

#### I. SETTLEMENT PROVISIONS

- A. **Agreement Execution.** Defendants shall execute two original counterparts of this Agreement and deliver a completed IRS Form W-9 for any/all Payee(s) to Counsel for the Plaintiff identified below.

- B. **Payment by Plaintiff.** Plaintiff shall pay Four Hundred Twenty-Five Thousand dollars and no cents (\$425,000.00) within thirty (30) business days ("**LCHD Payment**") of the later of the following events: (1) Plaintiff's Counsel's receipt of a fully executed copy of the Agreement; (2) Plaintiff's Counsel's receipt of the required accurately completed IRS Form W-9 pursuant to Paragraph 1.A as set forth above; and (3) the Court signing and entering the Consent Judgment (as described below).

The LCHD Payment shall be payable as follows:

- (1) \$ 276,659.71 payable to Richard W. Schulte, LLC;
- (2) \$ 110,415.17 payable to American Civil Liberties Union Fund of Michigan
- (3) \$ 37,925.12 payable to Cooper and Bender, P.C.

Plaintiff's payment shall be in full satisfaction of Defendants' claims for attorney fees and costs in this action. The three payees listed above shall be authorized to accept the LCHD Payment from Plaintiff on behalf of all Defendants and their counsel. Other than as described above, Plaintiff shall not be responsible for the division of payment between Defendants' attorneys and Defendants agree to hold Plaintiff harmless from any liability for disputes that may arise between Defendants or their attorneys related to billing, attorney fees and/or costs. The Parties further understand that no Defendant is seeking or receiving any compensatory, punitive, or other monetary damages as it pertains to this Agreement and the Consent Judgment, and the LCHD Payment is therefore solely payment for Defendants' attorney fees and/or costs, though as stated elsewhere in this agreement, the LCHD Payment and this Consent Judgment resolve and terminate any potential claim for monetary damages that Defendants could have brought related to the facts underlying this Litigation.

C. **Variance from LCHD Code provisions governing septage, greywater systems and wells.**

- i. Annual LCHD Variance Permit and Fee. Defendants agree that they will submit a one-time application for an annual permit for any property that will be subject to a variance from Lenawee County Health Department Code requirements governing septage, greywater systems and wells based upon genuinely held religious beliefs. There shall be a one-time variance fee of \$350.00 for each parcel subject to a variance request and \$75.00 annual renewal fee for each subsequent year that the variance is renewed for the same parcel by the same owner. If the owner does not have a need to spread septage in a given year, they need not file a variance application or pay the annual renewal fee for the year in question. However, if no septage is spread in a given year, Defendants shall still be obligated to complete the Land Application Volume and Record Lime Stabilization Log to be submitted annually indicating no septage was spread as a condition of future renewals of the variance. Subject to Defendants' compliance with the terms and conditions of this Agreement, Plaintiff shall not

withhold or deny approval of such permits and variances sought by Defendants for septage, greywater systems and wells. Should any Defendant transfer any property governed by this Agreement to another individual who is a member of the Old Order Amish with genuinely held religious objections to Plaintiff's health code, the transferee shall have the right to assume the rights and responsibilities of the prior owner under this Agreement by filing a notice with the Lenawee County Health Department within forty-five (45) days of any property transfer. Any such transferee shall continue to pay the annual variance renewal fee when due.

- ii. Vault Toilets and Pre-Cast Concrete Holding Tank. Defendants shall construct their own vault toilets as reflected in the proposed design from Norton Engineering, LLC, that the Defendants submitted as an appendix to Exhibit 18 of their Motion for Summary Disposition. There shall be a maximum of one (1) vault toilet per dwelling. Defendants shall purchase and install pre-cast concrete holding tanks that are a minimum of 300 gallons in size. The access hatch shall be locked. The holding tank shall have a minimum isolation distance of 50 feet from any water wells. Defendants shall submit an application, obtain a permit, and pay all associated fees as ordinarily imposed by Plaintiff related to the installation of a vault toilet prior to the construction of vault toilets. As of the date of this agreement, the parties acknowledge and agree that the Plaintiff's fee for a vault toilet and permit is \$410.00.
- iii. All vault toilets shall be subject to a one-time inspection by Plaintiff once construction is complete and must receive final approval prior to use. Approval shall not be withheld so long as Defendants have complied with the terms of this paragraph. Defendants agree that any existing vault toilets that do not comply with the terms of this agreement shall be removed and replaced with a vault toilet that is ready for inspection by Plaintiff consistent with the terms of this agreement within six (6) months from the date the last party signs this agreement. If Defendants are unable to obtain contractors or materials to complete the necessary work within six months despite making reasonable efforts to do so, and notify Plaintiff of the delay, they may comply with the terms of this paragraph within a further reasonable period based on the availability of contractors and materials.
- iv. Spreading of Septage. Defendants may spread their own septage on their own property and shall not be required to use a licensed septage hauler. Defendants shall use a battery or gas operated pump to remove septage and place it into a sealed plastic container for storage. Plaintiff shall be entitled to a one-time inspection of each pump to ensure it is operational, and may observe the spreading of septage at one Amish property during the first year after this Agreement takes effect, on a date and time to be mutually agreed upon by the parties. Prior to spreading any septage on their properties, Defendants shall apply lime to the septage in sufficient amounts to obtain a ph of 12 for thirty (30) consecutive minutes consistent with the recommendations of Defendants'

expert, Dr. Richard Stehouwer. Each time that septage is spread, Defendants shall test the septage with ph strips and report the results from the ph strips to Plaintiff on a form provided by Plaintiff. Screening and a cropping plan shall not be required nor shall any other documentation other than a simple variance application, including the new land site inspection form and a basic site plan that contains a description of the portion of the property on which the septage will be spread during the year in question. There shall be a minimum of 800 feet of isolation distance between the septage application site and any water wells, and a minimum of 100 feet of isolation distance between the septage application site and any property lines. All fees related the spreading of septage shall be encompassed by the variance fee and annual fee as set forth in Section I.C.i above.

- v. Grey Water System and Soil Evaluation. Defendants may use an existing septic tank or similar system previously approved by the LCHD to dispose of grey water from their home so long as all drains in the home are connected to the existing system for such grey water disposal. Otherwise, Defendants shall retain a third-party engineer and backhoe at their sole expense to complete a one-time soil evaluation to assess the ability of the soil to absorb water and the location of the seasonal high water table in relation to the location of the proposed grey water system. The results of the soil evaluation shall be reported to Plaintiff. Defendants are permitted to build and install a grey water system in a location recommended by the third party engineer and approved by LCHD based upon the results of the soil evaluation. LCHD may not withhold approval if the third-party engineer has found the proposed site for the grey water system to be suitable and with the required isolation distance of 50 feet to any water wells. The grey water system shall consist of one 55-gallon tank per dwelling with all drains in the house connecting to one pipe exiting the house into the tank. This pipe will connect with the plastic 55-gallon tank for separating the grey water solids from the liquids and include a filter that will then connect to a leach field with appropriate leach piping. No human waste (i.e., urine or feces) will flow through this grey water system. The vertical isolation distance between the bottom of the installed system and the high groundwater table shall be no less than 2 feet. If Defendants are unable to meet this vertical isolation distance requirement, Defendants may utilize a buried pipe with filtered sock as an alternative. For purposes of clarity, Defendants may maintain a separate tank for septage and a separate tank for grey water. Defendants shall comply with all requirements for an application, permit and payment of fees that all other Lenawee County homeowners are subject to for greywater systems. The parties acknowledge that the applicable fee of \$410.00 shall be inclusive of the vault toilet, grey water system and permit.
- vi. Yard Hydrant and Hand Pump Construction. Defendants may pump their own water using an approved frost-free yard hydrant or hand pump from the list of approved equipment previously provided by Plaintiff. Defendants acknowledge



receipt of the approved list of hydrants and hand-pumps from Plaintiff. The Defendants represent that the pump currently in use by Defendants is manufactured by Heller-Aller. The parties acknowledge that such a pump is among the list of approved pumps.

vii. Pit Wells. Defendants may install and maintain a well pit, or utilize an existing well pit, to obtain water from their wells with a gasoline powered motor contingent upon the approval of a hydro-geological or civil engineering expert to be mutually agreed upon by the parties. Defendants shall propose an appropriate expert, and Plaintiff shall not withhold approval unless the proposed expert is manifestly unqualified to address the technical issues described in this paragraph. The expert shall be at Defendants' expense and shall be asked to inspect the rubber seals in each pit well to confirm that there will be no contamination from the gas motor or any other sources and assess whether the seals will be sufficient to prevent contamination long-term. Defendants will follow the recommendations of this expert for routine maintenance, repair/replacement of the seals, and follow-up inspections. The expert shall issue a written report with any findings and recommendations and Defendants shall provide a copy of this report to Plaintiff. Plaintiff shall not object to the Defendants' maintenance of a pit well system approved and operated in accordance with the recommendations of the hydro-geological expert with the goal of avoiding contamination of ground water from the gasoline powered motor or any other contaminants. Defendants shall allow Plaintiff to inspect pit wells and agree to provide a water sample for testing upon reasonable request, but not more frequently than once every two years except in the case of an emergency or upon identifiable facts indicating a present or imminent problem with contamination or safety of any particular well.

viii. Permits for all Water Wells. Defendants agree that to the extent any unpermitted, non-agricultural, water wells remain on the Defendants' properties other than wells approved consistent with prior paragraph, such wells shall be properly abandoned by the Defendants or a licensed well driller and any such Defendants shall obtain a permit for a new well within sixty (60) days from the date the last party signs this agreement. Defendants shall be required to submit an application and pay the same application and permit fees that all Lenawee County residents are required to pay for water wells. The Defendants acknowledge that as of the date of this agreement, the total fee for the permit is \$260.00, inclusive of the application and onsite inspection.

D. **Payments are Consideration.** The LCHD Payment, the variance from LCHD Code provisions and entry of the Consent Judgment are the consideration for this Agreement and the terms herein, including but not limited to the mutual release.

E. **Entry of Consent Judgment.** Contemporaneous with Plaintiff's and Defendants' execution of this Agreement, the Parties through their counsel shall stipulate to the

entry of a Consent Judgment, attached to which as an exhibit shall be an executed copy of this Agreement. The Consent Judgment shall incorporate by reference the terms and conditions of this Agreement as an order of the Court, shall provide that the Parties' claims and counterclaims are otherwise dismissed, shall expressly retain the Court's jurisdiction to enforce this Agreement as the judgment of the Court upon motion from any party, and shall state in accordance with MCR 2.602(A)(3) that it resolves the last pending claim and closes the case. Upon entry of the stipulated Consent Judgment by the Court, Plaintiff shall be solely responsible for the cost of obtaining a certified copy of the judgment and recording it with the Lenawee County Register of Deeds, together with a release of lis pendens. The parties acknowledge and agree that a stipulated order for cancellation of the orders to vacate recorded by the Plaintiff has been previously entered by the Court and will be recorded with the Lenawee County Register of Deeds. In the event that the Court refuses to enter the Consent Judgment, this Agreement shall be null and void unless the Parties are able to agree to alternative terms that are also amenable to the Court, and the Parties will request that the Court resume its consideration of any currently pending motions and set this matter for a trial, if necessary, at the earliest possible date.

- F. **Mutual Release.** As consideration for the LCHD payment, and the terms specified in paragraph (C), (D) and (E) above, the Parties, for themselves and each of their present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns and all those who claim through him or could claim through them unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge one another, including any elected officials, divisions, departments, subdivisions, officers and directors (whether acting in such capacity or individually), attorneys, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for them or on their behalf, and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Parties or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against one another, arising from the spreading of septage, water systems, wells, greywater and wastewater disposal systems used on Defendants' properties (in any manner) which was or could have been brought in the Litigation as of the date of this Agreement (collectively "**Released Matters**").

## 2. **ADDITIONAL TERMS**

- A. **Additional Amish Beneficiaries of the Agreement and Consent Judgment.** The Parties understand and agree that the obligations and benefits of this Agreement will

be extended to any adherent of the Old Order Amish religion who purchases property in Lenawee County in the future and who (1) has a sincerely held religious belief requiring them to follow practices relating to grey water, septage, and water wells that are similar to those of the Defendants in this action (2) indicates a willingness to be bound by the terms of this Agreement; and (3) provides notice to Plaintiff of their intent to comply with the terms of this agreement within thirty days of the purchase of any transfer or purchase of real property in Lenawee County. The parties acknowledge and agree that Plaintiff shall not be required to make an independent determination that any individuals are adherent of the Old Order Amish religion and wish to be bound by this agreement absent notice to Plaintiff. Any such adherent of the Old Order Amish religion shall be deemed an intended beneficiary of this Agreement and the Consent Judgment and shall have standing to seek enforcement of their rights pursuant to the Agreement and Consent Judgment. However, nothing in this agreement shall preclude Plaintiff from making the variance program established under this agreement available to members of other religious denominations with sincerely held religious belief requiring them to follow practices relating to grey water, septage, and water wells that are similar to those of the Defendants in this action

- B. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial and consists only of the terms set forth in this Agreement.
- C. **Covenant Not to Sue.** The Parties agree that they will not initiate, participate in, file or assert any action, proceedings, lawsuit, claim or cause of action (whether common law, statutory, federal, legal or equitable) against one or more other Parties, for any event, transaction, or occurrence related to or arising from the subject matter of this Agreement, effective upon performance by each party to this Agreement of all of their obligations hereunder. This covenant not to sue is intended to have the broadest interpretation possible and shall absolutely prohibit a Party from any further action against one or more other Party, related to or arising from the subject matter of the Litigation and Released Matters. If a Party hereafter bring any suit or claim against one or more other Party, in breach hereof, the offending party shall pay to the other parties all damages caused thereby, together with attorneys' fees incurred in defending or otherwise responding to said suit or claim. This covenant does not prohibit a Party from bringing suit or filing an appropriate motion to enforce the Consent Judgment against another Party to enforce the other Party's obligations contained herein, but recovery of attorneys' fees shall not be available in such a suit or motion unless the suit or motion is necessary to prevent or cure a violation of constitutional or federal statutory rights that would have been otherwise actionable pursuant to a statute with a fee-shifting provision such as 42 USC 1988 or 42 USC 2000cc.
- D. **Further Assurances.** Each Party agrees to act in good faith to take all reasonable steps necessary to effectuate the terms of this Agreement.
- E. **No Admission of Liability.** Each of the Parties understands and agrees that this Agreement and the settlement provided for herein, are intended to compromise

disputed claims and defenses, to avoid litigation and to buy peace, and that this Agreement and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct, except in a lawsuit or a motion to enforce the Consent Judgment or the terms of this Agreement.

- F. **Tax Consequences.** Defendants understand and agree that Plaintiff and its counsel make no representations or warranties regarding the legal effect or tax consequences of this Agreement.
- G. **Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Michigan without regard to that State's choice of law rules.
- H. **Counsel.** As used in this Agreement, the phrase "**Plaintiff's Counsel**" or "**Defendants' Counsel**" shall refer to the counsel of record below:

John J. Gillooly (P41948)  
GARAN LUCOW MILLER, P.C.  
Attorney for Plaintiff  
1155 Brewery Park Blvd., Suite 200  
Detroit, MI 48207-2641  
313.446.5501 / Fax: 313.259.0450  
[jjgillooly@garanlucow.com](mailto:jjgillooly@garanlucow.com)

John A. Shea (P37634)  
Cooperating Attorney, American Civil  
Liberties Union Fund of Michigan  
Counsel for Defendants  
120 N. Fourth Ave.  
Ann Arbor, MI 48104  
(734) 995-4646

Dennis Mulvihill (Ohio Bar 0066031)\*  
WRIGITT & SCHULTE, LLC  
Counsel for Defendants  
23240 Chagrin Blvd., Suite 620  
Cleveland OH 44122  
216-591-0133  
\* *Admitted Pro Hac Vice*

Richard W. Schulte (Ohio Bar 0066031)\*  
Stephen D. Behnke (Ohio Bar 0072805)\*  
Wright & Schulte, LLC  
Counsel for Defendants  
865 South Dixie Drive  
Vandalia, OH 45377  
(937) 435-7500  
\* *Admitted Pro Hac Vice*

Philip Mayor (P81691)  
Ramis J. Wadood (P85791)  
Daniel S. Korobkin (P72842)  
American Civil Liberties Union  
Fund of Michigan  
Counsel for Defendants  
2966 Woodward Ave.  
Detroit, Michigan 48201  
(313) 578-6803

Jacob C. Bender (P78743)  
Cooper & Bender, P.C.  
Counsel for Defendants  
P.O. Box 805  
Adrian, MI 49221  
(517) 263-7884

- I. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.
- J. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- K. **Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.
- L. **Integration / Single Agreement.** This Agreement and the Consent Judgment constitute a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement and Consent Judgment are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and Consent Judgment and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.
- M. **Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties or else ordered by the Court as the result of a motion to enforce the Consent Judgment or by stipulation of the Parties.
- N. **Authority.** The Defendants represent and warrant that they have not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released Matters herein to any person or entity, and that Defendants are not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released Matters covered by this Agreement. Defendants further affirm that they are fully capable of executing this Agreement and understand its contents and further that they have legal counsel of their own choice to explain the legal effect of signing this Agreement.

- O. **Advice of Counsel.** Each Party to this Agreement acknowledges that they had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- P. **Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties and each and every one of the Releasees shall be deemed to be intended third-party beneficiaries of this Agreement.
- Q. **Attorneys' Fees.** Unless otherwise expressly set forth herein, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the Litigation and the negotiations and preparation of this Agreement.
- R. **Waiver of Trial by Jury.** The Parties knowingly, voluntarily, and intentionally waive the right they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, any document contemplated to be executed, or any underlying matter, course of dealing, statement (whether verbal or written), or action of the Parties.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement as of the day and year first below written.

PLAINTIFF LENAWEE COUNTY HEALTH DEPARTMENT

Monica J. Hunt  
(Signature)

County of Lenawee in the State of Michigan. On this, the 13 day of September, 2023, before me a notary public, the undersigned officer, personally appeared Monica J. Hunt on behalf of the Lenawee County Health Department, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

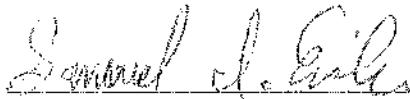
(Seal)

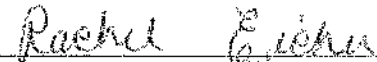
K J Boss

Notary Public  
My Commission Expires: 04/02/2029

K J BOSS  
NOTARY PUBLIC - MICHIGAN  
LENAWEE COUNTY  
ACTING IN THE COUNTY OF Lenawee  
MY COMMISSION EXPIRES April 2, 2029

DEFENDANTS

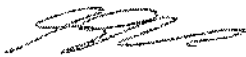
  
\_\_\_\_\_  
Samuel Eicher

  
\_\_\_\_\_  
Rachel Eicher

By: Samuel and Rachel Eicher

Date: 9-4-23

WITNESSED BY:

  
\_\_\_\_\_  
Stephen B. Adams



DEFENDANTS

Jonas Wagler  
Jonas Wagler

Emma Wagler  
Emma Wagler

By: Jonas and Emma Wagler


Date: 9-4-23

WITNESSED BY:

Stephen D. Behnke  
Stephen D. Behnke

DEFENDANTS

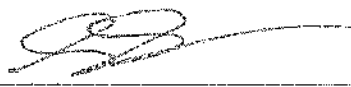
  
\_\_\_\_\_  
Louis Graber

  
\_\_\_\_\_  
Mary Graber

By: Louis Graber and Mary Graber

Date: Sept 4, 2023

WITNESSED BY:

  
\_\_\_\_\_  
Stephen D. Schinke

**DEFENDANTS**

David Lenagacher  
David Lenagacher

Esther Lenagacher  
Esther Lenagacher

By: David Lenagacher and Esther Lenagacher

Date: 01-4-23

WITNESSED BY:

Stephen D. Behnk  
Stephen D. Behnk

DEFENDANTS

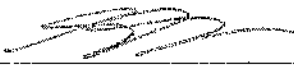
Lewis Lenagacher  
Lewis Lenagacher

Laura Lenagacher  
Laura Lenagacher

By: Lewis and Laura Lenagacher

Date: 9-4-23

WITNESSED BY:

  
Stephen D. Behnke

DEFENDANTS

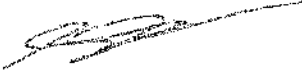
Simon Graber  
Simon Graber

Sylvia Graber  
Sylvia Graber

By: Simon Graber and Sylvia Graber

Date: 9-1-23

WITNESSED BY:

  
Stephen D. Belinter

DEFENDANTS

Amos H. Delagrang  
Amos Delagrang

Emma Delagrang  
Emma Delagrang

By: Amos and Emma Delagrang

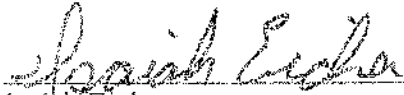
Date: 9-4-23

WITNESSED BY:

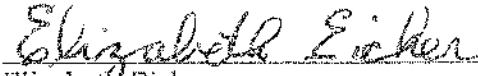


Stephen D. Behrke

DEFENDANTS



Isaiah Eicher



Elizabeth Eicher

By: Isaiah Eicher and Elizabeth Eicher

Date: 9-4-23

WITNESSED BY:



Stephen D. Behnk

**DEFENDANTS**

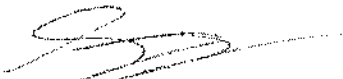
Melvin H. Delagrange  
Melvin Delagrange

Rosemary B. Delagrange  
Rosemary Delagrange

By: Melvin Delagrange and Rosemary Delagrange

Date: 9-4-23

WITNESSED BY:

  
Stephen D Belmonte