


**ORDER: AUTHORIZE AGREEMENT WITH STONEWATER TREATMENT CENTER**

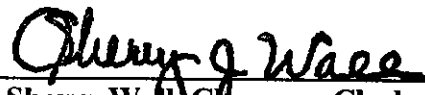
Motion was made by Chad McLarty, duly seconded by Larry Gillespie, to authorize agreement with Stonewater Treatment Center.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 21<sup>st</sup> day of February, 2023.

  
\_\_\_\_\_  
**Mike Roberts, President**  
**Board of Supervisors**

  
\_\_\_\_\_  
**Sherry Wall, Clerancy Clerk**

FILED  
STATE OF MISSISSIPPI  
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI  
LAFAYETTE COUNTY

2023 MAR -6 P 3:51

LAFAYETTE COUNTY, MISSISSIPPI      PLAINTIFF

VS.      CHANCERY CLERK      Civil Action No. 2022-589-L

STONEWATER ADDICTION RECOVERY CENTER, LLC.      DEFENDANT

BY SC      PA

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**AGREED ORDER OF DISMISSAL WITH PREJUDICE**

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The present cause comes before the court on the parties joint ore tenus motion to dismiss this cause, with prejudice, by reason of settlement. Having considered the matter, the court finds the motion to be well taken. It is therefore ORDERED, ADJUDGED and DECREED:

1. that this cause be, and is hereby, Dismissed With Prejudice, subject to the provision set forth in paragraph 2 below; and
2. that this court shall retain jurisdiction in order to enforce the terms of the settlement agreement, attached hereto as Exhibit A, upon further motion of either party.

Each party shall bear their own costs.

Agreed as to form:

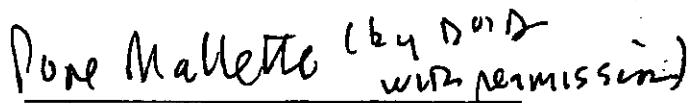


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Lawrence L. Little  
Chancellor



(by DOD with permission)

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## **SETTLEMENT AGREEMENT**

Lafayette County, Mississippi, by and through its Board of Supervisors (the "County"), and Stonewater Addiction Recovery Center, LLC ("Stonewater"), hereby enter into this Settlement Agreement whereby Stonewater agrees to complete certain steps as described herein in exchange for the County's agreement to dismiss the pending lawsuit, identified below, with prejudice.

WHEREAS, Stonewater is a for profit limited liability company which provides outpatient and residential mental health and substance abuse services for adolescents at its facility at 38 County Road 362, Oxford, Mississippi; and

WHEREAS, Stonewater is certified by the Mississippi Department of Mental Health under two certificates, one of which allows Primary Residential under the category of Substance Use Disorders Services, and the other of which allows Outpatient Services, Primary Residential, and Withdrawal Management services under the category of Substance Use Disorders Services; and

WHEREAS, the County filed a lawsuit against Stonewater on November 28, 2022 in the Chancery Court of Lafayette County, Mississippi, bearing civil action number 2022-589 on the docket of said court, seeking injunctive and declaratory relief on the grounds that, inter alia, the operation of Stonewater's Oxford facility constituted a public nuisance by virtue of a consistent and frequent number of runaways from the Oxford facility by its minor residents who committed trespass on neighboring properties; and

WHEREAS, Stonewater has denied the allegations of the County's lawsuit against it, denies any liability to the County, and has raised various defenses to the allegations brought



against it, including the jurisdiction of the Chancery Court to consider, rule upon, or grant the relief sought by the County in its lawsuit against Stonewater; and

WHEREAS, the parties have reached an agreement as to certain steps and measures to be taken by Stonewater in order to affirmatively address the runaway issues alleged by the County in its Complaint against Stonewater, and to settle the claims brought against Stonewater by the County in its lawsuit; and

WHEREAS, the County agrees that, in exchange for Stonewater's agreement to institute the steps and measures as outlined below, it will dismiss the pending lawsuit with prejudice.

THEREFORE, Stonewater agrees to implement the following within the designated time frames:

1. Stonewater will, within thirty (30) days, arrange or designate 24 (twenty-four) hour on-site security charged with detecting and monitoring runaways (defined as an unauthorized departure from the Stonewater premises by a minor resident, known in the mental health and addiction treatment services as "elopements") from the Oxford facility. Security staff will be directed to actively detect and monitor runaways in an effort to maintain visual and/or verbal contact with the resident during the entire course of the runaway. It is understood that security staff will take all reasonable verbal measures as necessary to convince the resident to voluntarily return to the Stonewater facility.

2. The Stonewater facility will immediately (by the date of this Agreement) install and maintain 24 (twenty-four) hour window alarms and door alarms activated during the evening hours.

3. Stonewater will install an 8 (eight) foot tall fence along a defined perimeter, and place lockable gates where appropriate, designed as a visual and physical impediment to

runaways with the goal of minimizing the risk of successful runaways from its property. It is understood that time is of the essence for the installation of the fencing and therefore Stonewater will install the fence with lockable gates as soon as reasonably practicable, giving due regard to weather and site conditions and the easement rights, if any, of adjacent landowners. In any event, the installation of the fencing and lockable gates shall be completed no later than October 1, 2023.

4. Stonewater will, within 45 (forty-five) days of the date of this Agreement) install high resolution cameras to create perimeter coverage to detect eloping residents from its property in numbers and locations as mutually agreed by the parties and after consultation with the Lafayette County Sheriff's Department. It is understood that the cameras will be monitored 24 (twenty-four) hours a day by designated security staff.

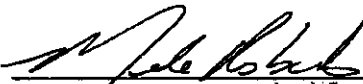
5. Stonewater will, withing 30 (thirty) days of the date of this Agreement implement a community notification system for the reporting of any Stonewater related activity potentially affecting the local community, including runways in progress.

6. Stonewater will implement the recommendations of its retained expert, C4 Consulting in its December 16, 2022 Report and Recommendations, as required or approved by the Mississippi Department of Mental Health in its letter to Stonewater dated January 16, 2023, or as such requirements may be altered or amended by the Mississippi Department of Mental Health hereafter. If issues arise as to compliance, waiver, or alteration of any of the requirements contained in that Report and Recommendations or of the requirements of the Mississippi Department of Mental Health in its January 16, 2023 letter, or any alterations or amendments thereto, such issues shall be determined or decided by the Mississippi Department of Mental Health. Stonewater shall notify the Sheriff's Department of any significant changes or alterations

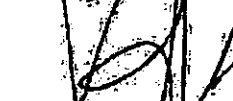
to its elopement policies and procedures, as such changes may be required or approved by the Mississippi Department of Mental Health.

The parties agree that the covenants contained in this Settlement Agreement are of the essence and fully realize that the pending lawsuit would not be dismissed except for those covenants. The parties further agree that the terms of this Settlement Agreement may be specifically enforced, and the order dismissing the pending lawsuit will provide that the court will retain jurisdiction for the sole purpose of enforcing the terms of this Settlement Agreement, should the court agree to do so, it being further understood that Stonewater does not thereby waive any defense, including jurisdictional defenses, it may have to any substantive claims and related remedies, asserted by the County. If the Chancery Court declines to retain jurisdiction for the sole purpose of enforcing the terms of this Settlement Agreement, the parties agree that the Settlement Agreement may be enforced as to its terms only in a court of competent jurisdiction.

WITNESS OUR SIGNATURES, this the 21<sup>ST</sup> day of February 2023.



Lafayette County, Mississippi  
By: Mike Roberts, President, the Lafayette  
County Board of Supervisors



Stonewater Addiction Recovery Center,  
LLC  
By: Bryan Fikes, its Managing Member

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Mike Roberts**, in his capacity as President of the Lafayette County, Mississippi Board of Supervisors, who acknowledged that he reviewed, signed, executed and delivered the above and foregoing Settlement Agreement on the day and year therein mentioned as and for his voluntary act and deed after being duly authorized to do so for and on behalf of Lafayette County, Mississippi.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 21<sup>st</sup> day of Feb, 2023.



Margaret Goodwyn Bankston  
NOTARY PUBLIC

My Commission Expires: 2/3/2026

Attest:

Sherry Wall  
Clerk of the Board, Lafayette County, MS.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Bryan Fikes**, in his capacity as Managing Member of Stonewater Addiction Recovery Center, LLC, who acknowledged that he reviewed, signed, executed and delivered the above and foregoing Settlement Agreement on the day and year therein mentioned as and for his voluntary act and deed after being duly authorized to do so for and on behalf of the Stonewater Addiction Recovery Center, LLC.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 17<sup>th</sup> day of February 2023.

  
NOTARY PUBLIC

My Commission Expires:

