

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN, MILWAUKEE DIVISION

PRISON LEGAL NEWS, a project of the)
HUMAN RIGHTS DEFENSE CENTER,)

Plaintiff,)

v.)

DAVID G. BETH, individually and in his official)
capacity as SHERIFF OF THE KENOSHA)
COUNTY SHERIFF'S DEPARTMENT;)
CAPTAIN ROBERT HALLISY, individually and)
in his official capacity as DETENTIONS)
COMMANDER OF THE DETENTIONS)
DIVISION OF THE KENOSHA COUNTY)
SHERIFF'S DEPARTMENT; KENOSHA)
COUNTY; and the KENOSHA COUNTY)
SHERIFF'S DEPARTMENT,)

Defendants.)

Case No. 13-cv-737-JPS

Hon. Judge J.P. Stadtmueller

Mag. Judge Aaron Goodstein

Order of Stipulation and Dismissal

The Parties to this action, represented by counsel, stipulate to and request entry of the following Order:

1. On June 27, 2013 Plaintiff Prison Legal News, a Project of the Human Rights Defense Center ("PLN" or "Plaintiff") filed suit in the above-captioned matter seeking injunctive and declaratory relief, damages, and attorney's fees and costs. Plaintiff's complaint alleges an unlawful and unconstitutional custom, practice, or policy regarding the delivery of incoming publications and correspondence to prisoners at the Kenosha County Detention Facility (the "Jail") in violation of the First and Fourteenth Amendments to the United States Constitution.

2. On August 8, 2013 Defendants Kenosha County, et al., (collectively “Defendants”) filed an answer denying the allegations in Plaintiff’s complaint and raising various affirmative defenses.

3. The Parties agree that Defendants have disputed, and continue to dispute and deny liability in this case. However, in order to avoid the expense, delay, uncertainty, and burden of litigation, the Parties agree to settle this matter through the entry of this Order, which incorporates the terms of the Parties’ settlement agreement.

4. The Parties agree that this Order, together with payment of the sum of one hundred sixteen thousand and five hundred dollars (\$116,500.00), **fully and finally** resolves all claims alleged by Plaintiff in its complaint. The Parties agree that Plaintiff will execute a release of all claims with prejudice, and that Defendants will remit payment to Plaintiff no later than May 22, 2014. If payment is not made by May 22, 2014 interest shall accrue at ten percent per annum from that date.

5. The Parties agree that this Order shall be applicable to the delivery of all publications directly from any Publisher; and b) the delivery of other documents or correspondence from Prison Legal News. Specifically, the Parties agree that Defendants shall deliver the periodical publication *Prison Legal News*, and all other books and publications from PLN, to inmates and/or detainees at the Jail. The Parties further agree that Defendants shall no longer have, nor implement in the future, blanket bans on books, magazines, newspapers, or other publications sent directly from any Publisher to inmates and/or detainees at the Jail. For the purposes of this Order, the term Publisher shall mean any publisher, vendor or book store that does mail order business.

6. The Parties agree that Defendants shall provide to senders and intended recipients constitutionally adequate written notice and an administrative process to appeal the Jail's refusal to deliver any publication, correspondence, or document sent by a Publisher to a prisoner at the Jail. The administrative review process shall include the sender's right to have its appeal, complaint, or inquiry considered and resolved by a decision maker other than the person who originally refused to deliver the publication or mailing in question.

7. The Parties agree that Defendants shall be given an opportunity to correct any future violations of this Order in good faith. Nothing in this Order is meant to prevent Plaintiff from filing a future action against Defendants and/or any agents thereof for violations of Plaintiff's constitutional rights which occur after the signing of this agreement.

8. The Court finds that this case concerns the First and Fourteenth Amendment rights of a publisher and is therefore not a case concerning prison conditions as defined in the Prison Litigation Reform Act of 1996. The Court further finds that the relief herein ordered is narrowly drawn, extends no further than necessary to correct the harm to PLN, and is the least intrusive means necessary to correct that harm.

9. It is further agreed and ordered that within 30 days of the date of entry of this Order, the Defendant Sheriff David Beth will insure that the new jail mail policy will be fully implemented at the Kenosha County Jail. This includes adding the new jail mail policy to the Jail's inmate handbook and posting it on the Jail's website. Defendants' counsel will furnish the Court and Plaintiff's counsel with written confirmation of same.

10. It is further agreed and ordered that within 30 days of the date of entry of this Order, the Defendant Sheriff David Beth will insure that the new jail mail policy is disseminated

to all employees of the Kenosha County Jail as well as to all persons in custody at the Jail. Dissemination to persons in custody may be satisfied by posting the new jail mail policy in areas of the Jail accessible to such persons. Defendants' counsel will furnish the Court and Plaintiff's counsel with written confirmation of same.

11. The Parties agree that the public interest is served by the entry of this Order, which protects the constitutional rights of publishers and other persons who correspond with prisoners by mail, and the right of prisoners to send and receive mail.

Respectfully Submitted,

/s/ Arthur Loevy

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