

UNITED STATE DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

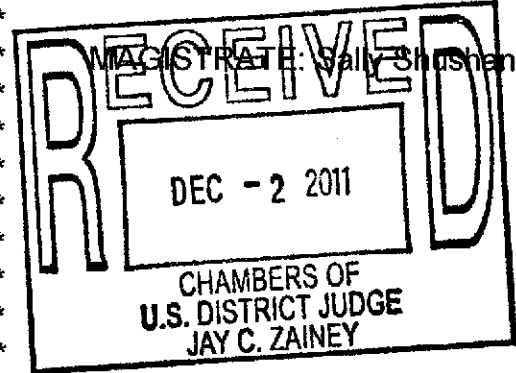
PRISON LEGAL NEWS and  
HUMAN RIGHTS DEFENSE CENTER,  
Plaintiffs

VERSUS

MARLIN N. GUSMAN, Sheriff, Orleans  
Parish, CARLOS LOUQUE, Warden,  
House of Detention, KEVIN WINFIELD,  
Warden, Old Parish Prison, CHARLES  
EZEB, Warden, Temporary Jails, JERROD  
SPINNEY, Warden, Conchetta, BONITA  
PITTMAN, Warden, Templeman V,  
J. Doe 1, Mailroom Supervisor,  
OPSO and J. Doe 2,  
Mailroom Employee, OPSO,  
Defendants

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\* NUMBER: 11-2277  
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\* SECTION: "A"  
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\* JUDGE: Jay Zainey  
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\* MAG. SECTION: 1



**CONSENT JUDGMENT FOR INJUNCTIVE RELIEF ONLY**

IT IS HEREBY STIPULATED by and between the undersigned counsel for  
plaintiffs and defendants, as follows:

1. On September 9, 2011, plaintiffs filed suit in the above-captioned  
matter seeking injunctive and declaratory relief, damages, attorneys fees and costs,  
against the named defendants. The Complaint alleged an unlawful policy, practice  
and custom regarding failure to deliver incoming publications addressed to prisoners  
who were held at the Orleans Parish jail, in violation of the First and Fourteenth  
Amendments to the U.S. Constitution and 42 USC 1983. The Complaint also  
alleged violations of due process of the law due to the failure to give notice and an  
opportunity to respond, to the plaintiff publishers and distributors whose publications  
were denied access to their subscribers.

2. On October 11, 2011 plaintiffs filed a Motion for Preliminary

Injunction, with attached Memorandum and Exhibits. On October 26, 2011 the Court issued a Minute Entry noting that the parties were working to resolve the issue amicably and referred the parties to U.S. Magistrate Shushan for scheduling of a settlement conference.

3. The parties, with the assistance and oversight of the U.S. District Court Judge and Magistrate, have engaged in on-going negotiations in an attempt to amicably resolve this matter. The defendants deny liability. However, in order to put an end to this phase of the litigation and to avoid unnecessary expense and the uncertainties of future litigation regarding the plaintiffs' request for injunctive relief, the parties have agreed to the following terms and conditions: (1) The defendants have consented to the distribution of plaintiffs' monthly publication, Prison Legal News, along with copies of Protecting Your Health and Safety, a prisoner self-help guide distributed by plaintiffs, to plaintiffs' subscribers at the Orleans Parish jail. (2) The defendants have agreed to adopt and implement a new written policy and procedure, which the parties agree is constitutional, regarding "Incoming Publications" for prisoners at the Orleans Parish jail, attached hereto as Exhibit A and incorporated herein. This policy and procedure will be in effect regarding all future incoming publications to prisoners in custody of the Orleans Parish Sheriff's Office, including but not limited to those published and distributed by plaintiffs.

4. The parties agree, and the Court so orders, that defendant Sheriff Marlin N. Gusman, his agents, assigns, employees, wardens, deputies and successors, will establish, implement and enforce the policy and procedure set forth in Exhibit A, incorporated herein.

5. It is further agreed and ordered, that within 30 days of the date of entry of this Consent Judgment, the defendant Sheriff Marlin N. Gusman will (1) insure that this new policy and procedure is disseminated to all employees of the Orleans Parish jail as well as to all persons in custody at the jail and will be fully implemented and (2) make appropriate changes to the Orleans Parish Sheriff's Office website, OPSO Policy Index #1401.2 and the OPSO Inmate Orientation Form to reflect the policies and procedures adopted herein. Defendants' counsel will furnish the Court and plaintiffs' counsel with written confirmation of same.

6. The parties to this Consent Judgment agree that the provisions herein fully and fairly accommodate the interests of the parties hereto regarding the issue of injunctive relief only in this matter, that the Court should adopt and approve this agreement as a Consent Judgment, and that this Consent Judgment is a full and final judgment between the parties with regard to permanent injunctive relief only.

7. All remaining claims are specifically reserved by plaintiffs and denied by defendants. The Magistrate is ordered to schedule a settlement conference with the parties in an effort to explore possible amicable resolution of the remaining issues of damages, declaratory relief and reasonable attorneys fees and costs.


8. This Court retains jurisdiction of this action in order to enforce the terms of this Consent Judgment, to determine reasonable attorneys fees and costs and the remaining issues relating to plaintiffs' claims for damages and declaratory relief, to resolve any disputes regarding the implementation and enforcement of this Consent Judgment and all other issues of this lawsuit not otherwise covered by this Consent Judgment.


WHEREFORE, having fully read and considered the provisions set forth above, plaintiffs and defendants having stipulated and agreed to the above terms and conditions, and the Court having approved the entry of this Consent Judgment, IT IS SO ORDERED.

New Orleans, Louisiana this 2<sup>nd</sup> day of December, 2011.

  
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U.S. DISTRICT COURT JUDGE JAY C. ZAINEY

AGREED TO BY:

  
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