

**IN THE MATTER OF:
Human Rights Defense Center**
v.
Board of County Commissioners of the County of San Miguel, NM, et al.
Case No. 1:18-cv-00355-JAP-SCY
U.S. DISTRICT COURT, DISTRICT OF NEW MEXICO

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the date this Agreement is signed, by and among the Board of County Commissioners of the County of San Miguel, NM (the “County”) on behalf of itself and all of its officers, directors, employees, former employees, agents, predecessors, divisions, successors, administrators, assigns, and insurers (New Mexico Association of Counties and New Mexico County Insurance Authority) (collectively referred to as “Defendants”), and the Human Rights Defense Center (“HRDC”), on behalf of itself and all of its officers, directors, employees, former employees, agents, predecessors, divisions, successors, administrators, and assigns. Defendants and HRDC collectively are “the Parties”.

I. Recitals

A. At all times relevant hereto, the County operates the San Miguel County Detention Center (the “Jail”).

B. At all times relevant hereto, HRDC is and was a 501(c)(3) non-profit corporation with principal offices in Lake Worth, Florida. HRDC publishes *Prison Legal News* and *Criminal Legal News*, monthly magazines containing news and analysis about criminal justice and corrections, as well as books and other publications focused on prisons and/or criminal justice issues.

C. This Agreement addresses and resolves certain disputes arising from and relating to allegations that Defendants violated HRDC's First and Fourteenth Amendment rights as it relates to the handling and delivery of its publications at the Jail, and the alleged lack of due process associated with Defendants' failure to provide HRDC notice and opportunity to be heard regarding rejected or censored publications.

D. The Parties agree that the Defendants deny any liability in this case. However, in order to avoid the expense, delay, uncertainty, and burden of litigation, the parties have agreed to a settlement of the claims for damages and injunctive relief. This Agreement memorializes the terms of the settlement reached by Defendants and HRDC.

II. Monetary Agreement and Dismissal

E. In exchange for HRDC's release and dismissal of all pending legal claims against the County and all named defendants, the County hereby agrees to the following terms:

(1) The County agrees to pay HRDC a total of \$25,500.00 in full and final settlement of all claims for damages, attorneys' fees and costs that were brought in this matter or could have been brought in this matter. The total sum combines damages and attorneys' fees and costs. HRDC may determine the allocation of this money between damages and attorneys' fees and costs at its own discretion. The County will send direct payment to HRDC's local counsel, Kennedy Kennedy & Ives, within 20 days of the entry of the Stipulation and Order to Dismiss by the Court.

(2) In consideration of the above terms agreed to by the County, HRDC agrees to dismiss the instant case. Said dismissal will be with prejudice in the United States District Court.

III. Miscellaneous Provisions

F. Defendants and HRDC acknowledge and agree that they have been represented by legal counsel with respect to the matters that are the subject of this Agreement and that they have entered into this Agreement freely and voluntarily.

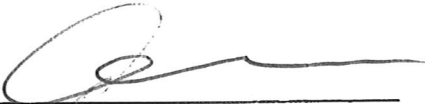
G. The Parties agree that facsimile or PDF signatures are deemed to be originals and that this Agreement may be executed in counterparts. Upon signature of the Parties, this Agreement shall be deemed executed, final, and binding.

H. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter contained herein, and there are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement supersedes all prior negotiations, representations, statements, or promises between the Parties, whether written or oral, as to these claims.

HRDC v. San Miguel County, NM
Case number 1:18-cv-00355-JAP-SCY
Settlement Agreement


I. This Agreement shall be binding upon and inure to the benefit of the Defendants and HRDC, and their respective successors and assigns.

Stipulated and Agreed to:



Brandon Huss
Counsel for Defendants
444 Galisteo
Santa Fe, NM 87505
Telephone: (505) 983-2101
On behalf of Defendants

2.4.19
Date



Paul Wright
Executive Director
Human Rights Defense Center
P.O. Box 1151
Lake Worth, FL 33460
Telephone: (561) 360-2523

11/28/19
Date