

**IN THE MATTER OF:
Human Rights Defense Center v. Milwaukee County, Wisconsin, et al.
Case No. 2:24-cv-981-NJ
U.S. DISTRICT COURT, EASTERN DISTRICT OF WISCONSIN**

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the date this Agreement is executed, by and among Milwaukee County, Wisconsin, and Milwaukee County Sheriff Denita R. Ball (collectively referred to as "Defendants"), on the one hand, and the Human Rights Defense Center ("HRDC"), on the other. Defendants and HRDC are collectively referred to herein as "the Parties."

I. Recitals.

A. At all times relevant hereto, Defendant Ball was and is the duly-elected Sheriff of Milwaukee County, Wisconsin.

B. At all times relevant hereto, HRDC is and was a not-for-profit charitable organization recognized under § 501(c)(3) of the Internal Revenue Code, incorporated in the state of Washington and with principal offices in Lake Worth, Florida. HRDC publishes *Prison Legal News* and *Criminal Legal News*, monthly journals containing criminal justice and corrections news and analysis. HRDC also distributes the books *Prisoners' Guerilla Handbook: A Guide to Correspondence Programs in the United States and Canada*, and *Protecting Your Health and Safety*.

C. This Agreement addresses and resolves certain disputes arising from and relating to allegations made by HRDC that Defendants violated HRDC's First and Fourteenth Amendment rights with respect to the handling and delivery of its publications at the Milwaukee County Jail

(the "Jail"), and the alleged lack of due process associated with Defendants' alleged failure to provide HRDC notice and opportunity to be heard regarding rejected or censored publications.

D. The Parties previously resolved HRDC's claims for injunctive relief by way of a Settlement Agreement executed on June 25, 2025, and thereafter filed with the Court as Exhibit A to the Stipulated Order entered by the Court on June 30, 2025 (Docket No. 37). Pursuant to that June 25, 2025 Settlement Agreement, Defendants stipulated to liability on HRDC's claims.

E. In order to avoid the expense, delay, uncertainty, and burden of additional litigation, the Parties have agreed to a settlement of the monetary aspects of this case, including the amount of damages, attorney's fees and costs to be paid to HRDC. This written Agreement memorializes the terms of the settlement reached by Defendants and HRDC as to those issues. Nothing in this Agreement shall effect the continuing validity of the Settlement Agreement executed on June 25, 2025, referenced in Recital D above.

II. Monetary Agreement and Dismissal.

1. Defendants agree that Milwaukee County's insurer shall pay to HRDC a total of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) in full and final settlement of all claims for non-injunctive relief that were brought or could have been brought in this matter, including but expressly not limited to any and all claims for damages, fees, and costs, including attorney's fees. Defendants will send said payment to HRDC's counsel, Godfrey & Kahn, S.C., on or before November 28, 2025.

2. In consideration of the above terms agreed to by Defendants, HRDC, does, for itself and its agents, servants, employees, officers, directors, successors, assigns, attorneys, and all other persons acting by, through, or in concert with any of them, hereby release, waive, and forever discharge Milwaukee County, Milwaukee County Sheriff Denita R. Ball, and their respective

agents, servants, employees, elected officials, heirs, successors, assigns, insurers, attorneys, and all other persons acting by, through, or in concert with any of them, from any and all claims, liability, actions, causes of action, demands, obligations, agreements, promises, damages, costs, attorney's fees, other fees, and expenses of every kind and nature whatsoever, whether past or future, whether in law or in equity, and whether now known or that could have been known, relating to or arising from any event occurring on or before the date of this Agreement, including but expressly not limited to the events at issue in the lawsuit pending in the U.S. District Court for the Eastern District of Wisconsin under Case No. 2:24-CV-981-NJ.

3. In further consideration of the above terms agreed to by Defendants, HRDC agrees to the dismissal with prejudice of all remaining claims in the instant case. Said dismissal shall not affect the Court's retention of jurisdiction for the purposes described in paragraph 9 of the Settlement Agreement executed on June 25, 2025, referenced in Recital D above.

III. Miscellaneous Provisions.

4. 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.

5. 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.

6. The signatories to this Agreement who sign on behalf of another hereby warrant that they have the full authority to sign on behalf of that person or entity.

7. The Parties agree 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.

8. This Agreement and the Settlement Agreement executed on June 25, 2025, referenced in Recital D above set forth the entire understanding between the Parties with respect to the claims in this case, 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 and the Settlement Agreement executed on June 25, 2025, referenced in Recital D above which are not fully expressed in those two agreements. This Agreement and the Settlement Agreement executed on June 25, 2025, referenced in Recital D above supersede all prior negotiations, representations, statements, or promises between the Parties, whether written or oral, as to these claims.

9. This Agreement or any uncertainty or ambiguity herein shall not be construed against any of the Parties but shall be construed as if all Parties to this Agreement jointly prepared this Agreement.

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

11. The obligations imposed by this Agreement are severable. If for any reason a part of this Agreement is invalid or unenforceable, that determination shall not affect the remainder of this Agreement.

12. The terms of this Agreement may not be modified or amended, and no provision hereof shall be deemed waived, except by written agreement signed by HRDC, Milwaukee County, Wisconsin, and the Milwaukee County Sheriff.

Dated this 13th day of November, 2025.

Stipulated and Agreed to:

Denita R. Ball

Denita R. Ball, Sheriff, on her behalf
and on behalf of Milwaukee County,
Wisconsin

11/20/25

Paul Wright
Executive Director, HRDC

