

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Pierce Division

Case No. 2:13-cv-14481-JEM

PRISON LEGAL NEWS, etc.

Plaintiff,

vs.

KEN J. MASCARA, in his official
capacity as Sheriff of St. Lucie County,
Florida.

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Prison Legal News ("Plaintiff") and Ken J. Mascara, in his official capacity as Sheriff of St. Lucie County, Florida ("Defendant") (Plaintiff and Defendant are collectively referred to as "the parties").

WHEREAS, Plaintiff has brought a lawsuit against Defendant in federal district court for the Southern District of Florida captioned *Prison Legal News v. Mascara*, Case No. 13-cv-14481-JEM.

WHEREAS, the parties wish to amicably resolve any and all disputes and claims between and among them arising out of the events described in the above-named case.

WHEREAS, no party admits to any of the allegations contained in the pleadings nor any liability alleged in the various causes of action found in the pleadings.

NOW, THEREFORE, the parties agree that the foregoing representations are true, and

mutually agree as follows:

1. **Payment.** Within 14 days from the date the last party signs this Agreement, Defendant shall pay to Plaintiff a total sum of fifty thousand dollars (\$50,000.00) via check made payable to Florida Justice Institute, Inc. Trust Account (Fed. Tax ID No. 59-1878598), or via wire transfer into this account. This amount is inclusive of all costs and attorneys' fees. The check or wire transfer must be received at the office of the Florida Justice Institute (FJI) on or before the due date.
2. **Dismissal.** Within 14 days from the date that the above payment is received, the parties shall file a Joint Stipulation of Voluntary Dismissal with Prejudice in the above-named case.
3. **Release.** For the consideration recited herein, the sufficiency of which is hereby acknowledged, and dismissal of the above-mentioned lawsuit, Plaintiff hereby releases and discharges Defendant, its heirs, executors, administrators, successors, agents and assigns, and all other persons, firms or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, both to person and to property, which were raised or could have been raised, arising out of the events described in the above-named case, except to the extent described in this Agreement. Defendant hereby releases and discharges Plaintiff from liability for any claim which could have been raised in a counterclaim in the above-named case, and further releases and discharges Plaintiff from liability for any claim that could have been brought against Plaintiff, arising out of the events described in the above-named case.
4. **Completely Read and Understood.** The parties hereby declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the

purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, arising out of the events described in the above-named case, and for the express purpose of precluding forever any further or additional claims arising out of those events, subject to the provisions of this Agreement.

5. **Entire Agreement.** This Agreement is an integrated document and sets forth the entire agreement between the parties with respect to the settlement and release of claims arising out of the events described in the above-named case. No other written or oral statement made before the date that this Agreement is executed is binding on the parties. All prior settlement negotiations merge into this Agreement.

6. **Modification.** This Agreement may be modified only in writing signed by both parties.

7. **Counterparts.** This Agreement may be executed in counter parts, each of which shall be considered an original, but all of which taken together shall be considered as one Agreement. Offer or acceptance of this Agreement may be made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by telecopy, facsimile machine or other electronic means to the other parties.

8. **Severability.** If any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.

9. **Authority.** The undersigned have represented and warranted that they have the full power and right to execute this Agreement with full authority to bind the party on whose behalf they are signing.

IN WITNESS WHEREOF, the undersigned parties have signed this Settlement Agreement on the date indicated.

**Paul Wright for Prison Legal News and
the Human Rights Defense Center, Inc.
(Plaintiff)**

Date

**Attorney for Prison Legal News, and
the Human Rights Defense Center, Inc.**

Date


**Ken J. Mascara, Sheriff
of St. Lucie County, Florida (Defendant)**

Date


**Attorney for Ken J. Mascara,
Sheriff of St. Lucie County, Florida**

Date

Nov 18, 2014

12/1/14