

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**HUMAN RIGHTS DEFENSE
CENTER**, d/b/a Prison Legal News,

Plaintiff,

Case No. 11-cv-13460-DPH-MAR

-v-

Honorable Denise Page Hood

**LIVINGSTON COUNTY SHERIFF
BOB BEZOTTE**, individually and
officially, **LIEUTENANT THOMAS
CREMONTE**, individually and officially,
and **LIVINGSTON COUNTY**,

Defendants.

STIPULATED ORDER OF VOLUNTARY DISMISSAL

The parties stipulate and agree that, pursuant to Fed. R. Civ. P. 41(a)(2) and *Kokkonen v. Guardian Life Insurance Co.*, 511 U.S. 375 (1994), this case shall be dismissed with prejudice, with such stipulation and agreement contingent upon this Court retaining jurisdiction to enforce the terms of the attached settlement agreement.

Based on the foregoing, the Court finds that the terms of this dismissal are just and proper, and it is accordingly ORDERED as follows:

1. The Court retains jurisdiction to enforce the terms of the attached settlement agreement.

2. In all other respects, this case is DISMISSED with prejudice and without costs.

IT IS ORDERED.

s/Denise Page Hood

DENISE PAGE HOOD

Chief Judge, U. S. District Court

Dated: June 30, 2017

Signed and agreed to
for the HRDC by:

Signed and agreed to
for the Defendants by:

/s/ Daniel E. Manville, Esq.

/s/ T. Joseph Seward, Esq.

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Counsel for Defendants

/s/ Sabarish P. Neelakanta, Esq.

Sabarish P. Neelakanta, Esq.
HUMAN RIGHTS DEFENSE CENTER
P.O. Box 1151
Lake Worth, Florida 33460
561-360-2523

Dated: June 20, 2017

Counsel for Plaintiffs

Dated: June 20, 2017

SETTLEMENT AGREEMENT

1. This is an agreement by and between the HUMAN RIGHTS DEFENSE CENTER, d/b/a Prison Legal News ("HRDC") and LIVINGSTON COUNTY SHERIFF BOB BEZOTTE, individually and officially, LIEUTENANT THOMAS CREMONTE, individually and officially, and LIVINGSTON COUNTY (collectively, "Livingston County").

2. The purpose of this agreement is to settle all claims, attorneys' fees and costs in the case of *Human Rights Defense Center, d/b/a Prison Legal News v. Livingston County Sheriff Bob Bezotte, et al.*, Case No. 11-cv-13460-DPH filed in the United States District Court for the Eastern District of Michigan.

3. In making this agreement Livingston County denies any wrongdoing or admission of liability and HRDC understands and agrees this Settlement Agreement is not an admission of liability. Instead Livingston County is entering into this Settlement Agreement to avoid incurring additional costs and fees in defending this matter and to resolve the uncertainty of litigation. This agreement shall apply to Livingston County, its employees, agents, or any successors responsible for the implementation of the terms of this Settlement Agreement.

4. In exchange for and consideration of the payments, acts, and promises set forth below, the HRDC shall cause to be filed the foregoing stipulated order of voluntary dismissal, the form of which has been agreed to by the parties.

5. In the event the Court does not sign the stipulated order as proposed and in the form agreed to by the parties, this agreement shall be null and void.

6. Livingston County shall accept up to 30 subscriptions per month of the *Prison Legal News* addressed to specific inmates regardless of whether the subscriptions are paid or are gifts, and shall deliver the *Prison Legal News* to inmates provided, of course, that the inmates are still housed at the Livingston County Jail. Likewise the Livingston County Jail shall deliver up to 30 books per month addressed to specific inmates, again provided that the inmate is still housed at the Jail.

7. In the event that HRDC sends more than 30 issue of *Prison Legal News* and/or books per month, the HRDC shall contact the Jail administrator. The Jail shall not unreasonably withhold the delivery of these additional materials. The HRDC expects that the additional materials may number up to two (2) or three (3) per month.

8. In the event the Jail censors the materials either by non-delivery of the item or by redacting portions of the item, the Jail shall give notice of the censorship in writing to the inmate to whom the material was addressed as well as to the HRDC within seven (7) calendar days. Said notice to HRDC shall be sent to the following address: Prison Legal News, P.O. Box 1151, Lake Worth, FL 33460. HRDC shall have up to ten (10) calendar days after receipt of the notice to file any appeal. The Jail shall keep possession of the item subject to censorship through the conclusion of the Jail's appellate process or 30 days, whichever is shorter.

9. The HRDC agrees to dismiss with prejudice count I of the operative complaint contesting the constitutionality of the Jail's colloquially referred to postcard only policy.

10. Within 30 days of the date the Court signs and enters the stipulated order of voluntary dismissal, Livingston County shall cause to be paid to the HRDC a sum in the amount of \$295,000.00.

11. The HRDC agrees that by entering into this Settlement Agreement the HRDC does release Livingston County and its employees, agents, elected and appointed officials from any claim or demand for damages or other relief which is or could have been sought in this action through the date of this Settlement Agreement. Nothing in this paragraph precludes either party from enforcing the other terms of this agreement.

12. The parties agree that the United States District Court for the Eastern District of Michigan retains jurisdiction to enforce the terms of this agreement.

13. The parties recognize that paragraphs 7 and 8 of this agreement operate as a form of prospective equitable relief. Should there come a time when a party believes that it is no longer equitable that all or part this agreement should have prospective application (for example, due to a significant change in the law), and the parties cannot come to an agreement privately on a modification being sought, the party seeking relief may move for such from the Court. The decision on such a motion shall be governed by the legal standard and case law established for relief from judgment under Rule 60(b)(5) or (6) of the Federal Rules of Civil Procedure.

14. This agreement is effective upon being executed by all parties through counsel whose signatures appear below.

Signed and agreed to

Signed and agreed to

for the HRDC by:

/s/ Daniel E. Manville, Esq.
Daniel E. Manville (P39731)
Director, Civil Rights Clinic
Michigan State University,
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/s/ Sabarish P. Neelakanta, Esq.
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P.O. Box 1151
Lake Worth, Florida 33460
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Counsel for Plaintiffs

Dated: June 20, 2017

for the Defendants by:

/s/ T. Joseph Seward, Esq.
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Lindsey A. Peck (P74579)
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Counsel for Defendants

Dated: June 20, 2017