

SETTLEMENT AGREEMENT

This Agreement is entered into by parties **National Lawyers Guild, Inc. (NLG)** and the **Center for Constitutional Rights (CCR)** and **HAROLD W. CLARKE** (acting individually and in his capacity as Director of the **Virginia Department of Corrections (VDOC)**), **GENE M. JOHNSON, JOHN M. JABE, SAMUEL PRUETT, R.W.JAMISON, LARRY COLLINS, BARBARA GENTRY, LINDA LEATHERWOOD, and RITA BIBBINS** (hereinafter "Defendants") in their respective individual capacities and is for the purpose of effecting settlement of the claims in *National Lawyers Guild, Inc., et al. v. Gene Johnson, et al.*, Civil Action No. 3:10cv00040 (W.D. Va. 2010)(J. Moon) ("the lawsuit"). This Settlement Agreement resolves all non-monetary and related monetary claims.

NLG and CCR and Defendants agree as follows:

1. VDOC has removed any references to all previously disapproved editions of the Jailhouse Lawyer's Handbook (JLH) from its Disapproved Publications List. VDOC agrees not to revisit and disapprove any of those editions.
2. Within fifteen (15) days of the signing of this agreement, VDOC will communicate to all state correctional facility Wardens/Superintendents that the Director and Deputy Director have reviewed the JLH editions previously disapproved for receipt into VDOC facilities and determined that none of those editions contains material that violates agency publication policy. This communication shall further state that the Director and Deputy Director have concluded that the JLH does not appear to be a publication that contains material that violates agency publication policy. This communication shall further instruct the Wardens/Superintendents to make sure that this information is shared with those facility persons responsible for review of incoming publications. This communication will also instruct that if there is a facility determination that a future edition of the JLH contains material that appears to violate agency publications policy, that particular edition is to be sent without undue delay directly to the Office of the Deputy Director, with an explanation as to what particular material is thought to violate agency publications policy.
3. Five copies of the JLH, to be supplied by the National Lawyers Guild and/or the Center for Constitutional rights, shall be placed in the library of each facility under the control of the Department of Corrections. When a new edition is published (anticipated in 2011) a comparable number shall be supplied to the Department of Corrections to replace the copies initially placed. Where a prisoner is held in a housing unit that does not afford him/her access to a library, a notice shall be hand delivered to each prisoner informing them that the JLH is available upon request and subject to other rules applicable to library materials in the cell.
4. Should the Deputy Director or his designee conclude that a future edition of the JLH contains material that violates agency publications policy, the Deputy Director or his designee shall promptly send notice to NLG and CCR. That notice shall identify with specificity what language is alleged to violate agency publications policy, and specifically inform NLG and CCR of how that language violates any of the publications criteria contained in VDOC Operating Procedure 803.2 or successor regulation. The Deputy Director or his designee shall also inform NLG and CCR of its right to appeal the Deputy Director's decision to the VDOC Director within 30 days of receipt by NLG or CCR of the notice. The Director shall render his

decision on the appeal within 14 days and provide notice to NLG and CCR of the reason(s) for his decision.

5. VDOC will designate the NLG and CCR as legitimate sources from whom publications may be purchased or received, including gift publications, without prior approval, review or determination of any kind by VDOC, its agents or employees. VDOC will, in the communication referred to in paragraph 2 herein, advise that this provision is an exception to the general rule contained in OP 803.2 or any successor.

6. Within thirty (30) days of the signing of this agreement, VDOC agrees to post on existing bulletin boards of each state prison or correctional facility for a period of one year a notice that all previously disapproved editions of the Jailhouse Lawyers Handbook have been removed from the Disapproved Publications List and are now approved for receipt into Virginia state correctional facilities. The notice shall also indicate that individual copies of JLH can be obtained free of charge from either the National Lawyers Guild, 132 Nassau Street, New York, NY 10038 or the Center for Constitutional Rights, 666 Broadway, New York, NY 10012. All inmates who do not have access to the referenced bulletin boards shall be provided with individual copies of the notices;

7. The Defendants shall cause to be paid to NLG and CCR the sum of Two Thousand Five Hundred Dollars (\$ 2,500) representing a compromise of the claims made by NLG and CCR for damages.

8. VDOC agrees for purposes of attorneys fees, that NLG and CCR are the prevailing parties. VDOC agrees to pay to counsel for Plaintiff reasonable fees, expenses and costs in accordance with 42 U.S.C. § 1988 in the amount of \$10,230.00;

9. The Court in which the lawsuit originated shall retain jurisdiction in order to enforce this Agreement and this shall be reflected in the Court's Order.

10. This is the entire Agreement between NLG and CCR and Harold W. Clarke in his official capacity as Director for the Virginia Department of Corrections and all of the Defendants.

11. NLG and CCR and VDOC voluntarily enter into this Settlement Agreement. No promises have been made by or to either NLG AND CCR or VDOC, except as stated herein. This Settlement Agreement settles completely the claims set forth against Gene Johnson and the other Defendants in NLG's and CCR's complaint as filed in the lawsuit. NLG and CCR and all Defendants and VDOC do hereby release and forever discharge each other from any and all claims and demands set forth in the Complaint, except for any and all claims and demands relating to enforcement of this Settlement Agreement. The parties further understand that this Settlement resolves all claims that have arisen up to and including the date of the settlement and that NLG and CCR is not forfeiting its right to sue over issues not raised in the complaint and/or that occur after signing.

12. Upon receipt of the executed Settlement Agreement, counsel for NLG and CCR and counsel for Defendants shall jointly move for voluntary dismissal of the lawsuit.

ENTERED into the date set forth when executed below:

Plaintiff National Lawyers Guild, Inc.:

By counsel

Date:

Plaintiff Center for Constitutional Rights:

By counsel

Date:

All Defendants and VDOC:

By Harold W. Clarke, Director, Virginia
Department of Corrections

Date:

By the Assistant Attorney General

Date: