SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Human Rights Defense Center ("Plaintiff") and the Board of County Commissioners of the County of Bernalillo ("Defendant"), with regard to the claims brought in the matter of *Human Rights Defense Center v. Board of County Commissioners of the County of Bernalillo, et al.*, No. 1:25-cv-01208-MIS-JFR (D.N.M., filed Dec. 4, 2025), as follows:

WHEREAS,

On December 4, 2025, Plaintiff filed suit against Defendant in the above-captioned matter seeking injunctive and declaratory relief, damages, attorneys' fees and costs pursuant to 42 U.S.C. § 1983. The Complaint alleges unconstitutional policies, customs and/or practices regarding the delivery of publications and correspondence mailed to persons incarcerated at the Bernalillo County Metropolitan Detention Center (the "Jail"), and the provision of inadequate notice and opportunity to challenge each refusal to deliver Plaintiff's mailings, in violation of the free speech and due process rights of Plaintiff and other publishers and distributors of publications under the First and Fourteenth Amendments to the United States Constitution.

The Complaint also brings a breach of contract claim against Defendant for its breach of the 2015 Settlement Agreement entered between Plaintiff and Defendant in *Prison Legal News v. County of Bernalillo, et al.*, No. 1:15-cv-00107-SCY-KBM (D.N.M. 2015), which obligates Defendant to deliver soft cover books mailed by Plaintiff to persons incarcerated at the Jail and to provide Plaintiff with sufficient notice and an opportunity to appeal censorship of its mailed soft cover books.

On December 8, 2025, Plaintiff filed a Motion for Preliminary Injunction seeking to enjoin censorship without due process of publications and correspondence that Plaintiff mails to persons incarcerated at the Jail. On March 6, 2026, the Court entered a Stipulated Order Granting Preliminary Injunction. *See* ECF No. 27.

In order to avoid the expense, delay, uncertainty, and burden of litigation regarding Plaintiff's claims, the parties have agreed to enter into a Settlement Agreement to resolve all claims for relief against Defendant alleged in Plaintiff's Complaint.

IT IS, THEREFORE, AGREED THAT:

1. The Parties agree that, by this Settlement Agreement, together with the payment of the sum of $300,000, all claims alleged by Plaintiff in the Complaint are resolved subject to the terms stated in this Settlement Agreement. Within twenty-one (21) days after this Settlement Agreement is fully executed, Defendant shall pay a total of $300,000 for Plaintiff's damages, attorneys' fees and costs, by check or wire transfer to the Rosen Bien Galvan & Grunfeld LLP Client Trust Account.

2. The Parties agree that Defendant and its successors, officers, agents, servants, employees, and contractors, and all others in active concert or participation with them, shall comply with all of the terms of this Settlement Agreement, as follows, and shall not take actions intended to evade compliance with or frustrate the purpose of this Settlement Agreement:

a. Defendant shall not censor, reject or refuse delivery of publications or correspondence mailed by Plaintiff that are addressed to a specific person incarcerated

at the Jail, and will deliver all such mailings to the incarcerated person to whom it is addressed, except as provided in Paragraph (2)(b), below.

b. Nothing in this Agreement shall prevent Defendant from rejecting, withholding, or limiting delivery of any publication or correspondence that may be rejected or censored based on a legitimate penological interest under the *Turner v. Safley*, 482 U.S. 78 (1987) factors.

c. If Defendant censors, rejects or withholds delivery of any publication or correspondence mailed by Plaintiff to a person incarcerated at the Jail, Defendant shall provide written notice to HRDC and to the intended recipient that is postmarked within five (5) business days after the decision to reject the material.

d. The written notice shall identify:

(1) the publication or correspondence at issue;

(2) the name of the intended recipient;

(3) whether the material was rejected or redacted;

(4) identification of the objectionable portion of the publication or correspondence;

(5) the reason for the rejection;

(6) a reference to the policy provision or rule the material is alleged to violate; and

(7) notification of the right to appeal, and of the method and procedural requirements for doing so.

e. Plaintiff may submit a written appeal within thirty (30) calendar days of receipt of the notice. The appeal shall be reviewed by a Jail official who was not the original decision-maker. Defendant shall respond to the appeal within thirty (30) calendar days of receipt.

f. Rejected publications and correspondence shall be retained pending the disposition of all appeals or until the time to appeal has expired, unless retention would pose a safety or security concern.

g. Nothing in this Agreement shall limit Defendant's authority to take immediate action, including temporary suspension or restriction of delivery of publications or correspondence, where Defendant determines that emergency circumstances exist affecting institutional safety, security, or order. Any such suspension or restriction shall be narrowly tailored to the specific threat and shall not exceed seventy-two (72) hours without a written determination by the Warden or designee that continuation is necessary. Defendant shall provide written notice to HRDC within seven (7) days of the action taken.

3. Within thirty (30) days after this Settlement Agreement is fully executed, Defendant shall establish, implement, and enforce mail policies and procedures at the Jail that will fully effectuate the terms of Paragraph 2 of this Settlement Agreement, and that apply those requirements regarding Plaintiff's mailings to all PUBLISHERS—defined to mean any commercial or non-profit publisher or distributor of printed materials, or any book store that does mail order business or otherwise delivers publications to readers via the United States Postal Service—to allow for the delivery of publications and

correspondence mailed to incarcerated persons by all PUBLISHERS under the same circumstances as those required by this Settlement Agreement.

a. Defendant shall revise its written mail policies and procedures as necessary to reflect the terms of this Settlement Agreement, in accordance with Paragraph 3, above, and shall make such policies and procedures available in the ordinary course through the Jail's standard policy publication practices, including by posting the revised policies and procedures on Defendant's public website.

b. Defendant shall provide training to all current mail clerks on the terms of this Settlement Agreement within thirty (30) days of the execution of this Settlement Agreement. Thereafter, Defendant shall provide annual training regarding mail procedures, including the terms of this Settlement Agreement, consistent with its normal training schedules.

c. Defendant shall ensure that, whenever there is a change in leadership at the Jail, any new Warden and/or Deputy Warden is provided a copy of this Settlement Agreement and an explanation of the changes that were made to the Jail's policies and procedures in order to effectuate the Settlement Agreement.

4. The Parties shall jointly request that the Court retain jurisdiction over this case to enforce the terms of this Settlement Agreement unless and until jurisdiction is terminated by stipulation of the Parties or by order of the Court. After seven (7) years from the date that this Settlement Agreement is fully executed, either party may move the Court to terminate jurisdiction.

5. The Parties agree that, prior to the submission to the Court of the Settlement Agreement, Plaintiff shall release all claims against the individual Defendants in this matter, with the exception of Plaintiff's claims for injunctive relief.

6. In the event that Plaintiff learns of a breach of this Settlement Agreement, Plaintiff agrees to give notice to Defendant at least thirty days prior to filing a motion to enforce the Settlement Agreement in this Court and/or commencing a new action in federal or state court, to provide for an opportunity for the Parties to attempt to resolve the breach without further litigation. If the parties agree that Defendant has cured the beach within 30 days of the date notice is provided, Plaintiff shall not file a motion to enforce this Agreement or commence a new action in federal or state court. Notice shall be provided by certified mail to the County Attorney's Office and separately to the County Clerk. If Defendant rejects three or more publications or correspondence mailed by Plaintiff that are addressed to a specific person incarcerated at the Jail in any given year, Plaintiff is not required to give Defendant notice and an opportunity to cure the alleged breach pursuant to this provision of the Settlement Agreement.

7. In the event that Defendant intends to make any material change to Jail mail policies that would affect the delivery of publications covered by this Agreement, Defendant shall provide written notice to Plaintiff at least fourteen (14) days prior to implementing such change.

8. The Parties agree that nothing in this Settlement Agreement is intended to release or waive any claim, cause of action, or defense in law or equity that any party to

this Settlement Agreement may have against any person or entity that is not a party to this Settlement Agreement.

9. 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. The relief contained in the Settlement Agreement is narrowly drawn, extends no further than necessary to correct the harms alleged by Plaintiff and requiring injunctive relief, is the least intrusive means necessary to correct the alleged harm, and will have no adverse impact on the public safety or the operation of the criminal legal system.

10. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Settlement Agreement.

DATED: 9/30/26 By: _____

Paul Wright
Editor and Executive Director of
Human Rights Defense Center

DATED: 09/29/2026 By: _____

Daniel Roberson
Deputy County Attorney for Board of
County Commissioners of the County of
Bernalillo

APPROVED AS TO FORM:

DATED: 9/30/26

ROSEN BIEN GALVAN & GRUNFELD LLP

By: _____

Benjamin Bien-Kahn
Attorneys for Plaintiff

DATED: 09/29/2026

NEW MEXICO ASSOCIATION OF COUNTIES

By: /s/ Brandon Huss

Brandon Huss
Attorneys for Defendant