

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ATHENS DIVISION

PRISON LEGAL NEWS, et al.,)
)
 Plaintiff,)
)
v.) CIVIL ACTION NO.: 3:12-CV-125-CAR
)
JOE CHAPMAN, et al.,)
)
 Defendants.)

)

**STIPULATION OF DISMISSAL OF
PLAINTIFF'S PROCEDURAL DUE PROCESS CLAIMS FOR DAMAGES**

NOW COME the parties, by and through their counsel of record, and hereby stipulate and agree that plaintiff's claim for damages based on alleged violations of procedural due process shall be and the same is hereby dismissed with prejudice based upon the Settlement Agreement and Partial Release entered into by and between the parties to this action, a copy of which is attached and hereby incorporated by reference.

The Court retains jurisdiction to enforce the terms of the attached Settlement Agreement and Partial Release, including but not limited to the determination by this Court of Plaintiff's entitlement to attorneys' fees and costs pursuant to 42 U.S.C. § 1988 following submissions by both parties addressing the issue.

The parties stipulate that Plaintiff shall have up to and including November 25, 2014 to file its application for

attorneys' fees, Defendants shall have until January 5, 2015 to file a response, and Plaintiff shall have until January 16, 2015 to file a reply to Defendants' response.

Respectfully submitted,

/s/Lance T. Weber
Lance T. Weber
Admitted *pro hac vice*
Attorney for Plaintiff

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/s/Andrew H. Marshall
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CERTIFICATE OF SERVICE

This is to certify that I filed this document with the Court's CM/ECF system on October 20, 2014 which will send a copy to all counsel of record.

/s/Andrew H. Marshall
Andrew H. Marshall

SETTLEMENT AGREEMENT AND PARTIAL RELEASE OF CLAIMS

This Settlement Agreement and Partial Release of Claims is hereby made by PRISON LEGAL NEWS, a project of the HUMAN RIGHTS DEFENSE CENTER, a Not-for-Profit Corporation, Incorporated in the State of Washington ("PLN"); and SHERIFF JOE CHAPMAN and MAJOR WADE HARRIS, Individually and in Their Official Capacities, and ACCG-IRMA (collectively the "Released Parties").

RECITALS

(A) On or about September 21, 2012, PLN filed suit against Sheriff Joe Chapman and Major Wade Harris, individually and in their official capacities, alleging that those defendants were responsible for violation of their constitutional and legal rights. These claims are set forth in the complaint styled PLN v. Chapman, et al., United States District Court, Middle District of Georgia, Civil Action No. 3:12-CV-125(CAR) ("the civil action"). The Released Parties denied and continue to deny violation of plaintiff's constitutional and legal rights.

(B) On or about March 26, 2013, an order was entered granting in part and denying in part the motion for preliminary injunction ("the Preliminary Injunction Order") which plaintiff filed.

(C) On or about March 22, 2014, a non-jury proceeding was held and on August 26, 2014, the court entered a bench trial order ("Bench Trial Order") which was followed by a judgment entered August 29, 2014.

(D) In the Bench Trial Order, the court decreed that a jury

trial would be held to determine the value of PLN's damages as to its procedural due process claim.

(E) The parties desire to enter into an agreement in order to provide payment in full settlement and discharge of plaintiff's procedural due process damage claims as well as on other matters upon the terms and conditions set forth below.

1.

PARTIAL RELEASE

In consideration of the payment of \$10,000.00, and other good and valuable consideration, PLN hereby completely RELEASES AND FOREVER DISCHARGES the Released Parties, their employees, officials, servants, and other agents, of and from any and all damages claims relating to alleged procedural due process claims or any other damages claims which were raised or which could have been raised in this civil action, PROVIDED, however, that notwithstanding any other provision of this Settlement Agreement and Release to the contrary, PLN is not releasing its claims under 42 U.S.C. § 1988 to attorneys' fees and costs incurred in connection with this civil action and remains free to pursue those claims, and PROVIDED, further, that defendants in this civil action are free to oppose plaintiff's application for attorneys' fees and costs.

2.

WAIVER OF RIGHT OF APPEAL

As part of the consideration for this Settlement Agreement and

Partial Release, all parties to the civil action agree to waive any right to appeal or to otherwise challenge the issues addressed by the court in the Preliminary Injunction Order, in the Bench Trial Order, in the judgment entered August 29, 2014, or otherwise, PROVIDED, however, that neither plaintiff nor defendants waive their right to appeal from any order entered by the court in connection with plaintiff's claims under 42 U.S.C. § 1988 to attorneys' fees and costs, and any party may appeal in the manner prescribed by law from any order entered on plaintiff's 42 U.S.C. § 1988 claims.

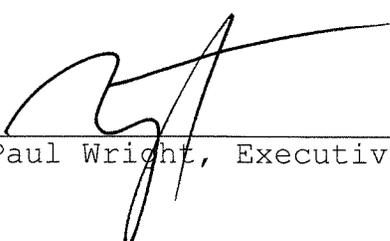
3.

OTHER DOCUMENTS OR STIPULATIONS

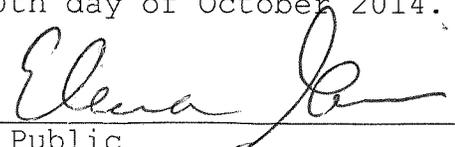
The parties agree to execute such other and further documents or stipulations which may be necessary or appropriate to implement the terms of this Settlement Agreement and Partial Release.

Executed at Boston, MA, this 20th day of October 2014.

HUMAN RIGHT DEFENSE CENTER ("PRISON LEGAL NEWS")


By: Paul Wright, Executive Director

Sworn to and subscribed before me this 20th day of October 2014.


Notary Public

My commission expires: 4/16/15

ELENA GIVEN
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 16, 2015