

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Prison Legal News v. County of Kane, et al., ND IL Case No. 15 CV 9250

This Settlement Agreement and General Release ("Agreement") is made by and between Prison Legal News ("Plaintiff") and the County of Kane, on behalf of itself and all of its current and former officers, employees and agents, and Kane County Sheriff Donald E. Kramer, Lieutenant Corey Hunger, Lieutenant James Lewis, Lieutenant John Hickey, and all officers, employees, and agents of the Kane County Sheriff's Office, individually and in their official capacities ("Defendants")(hereafter Plaintiff and Defendants are collectively referred to as the "Parties").

1. This Agreement encompasses all claims of any type between the Parties, including but not limited to, the claims arising in any way out of the facts alleged in the complaint filed by Plaintiff in the Federal Court Case in the Northern District of Illinois captioned above, Case No. 15 CV 9250 ("the Litigation").
2. The Parties now desire, without any admission of liability by any of the Parties, to settle all claims arising out of the Litigation, in exchange for the consideration set forth in Paragraphs three (3) through fourteen (14).
3. The County of Kane will deliver to Plaintiff \$75,000 (seventy-five thousand dollars) within fifteen (15) business days after receipt of this executed Agreement, and after approval of the Kane County Board. The Payment shall be made out to and shall be delivered through the following designation:

The payment of \$75,000 shall be made payable to: Matthew Topic, Attorney at Law

Such payment shall be delivered to the following:

Loevy & Loevy
ATTN: Matthew Topic
311 North Aberdeen, 3rd Floor
Chicago, IL 60607

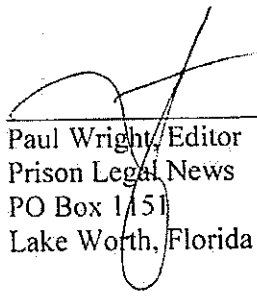
4. The Kane County Sheriff's Office ("KCSO") will not refuse to deliver incoming mail sent to inmates at the Kane County Adult Justice Center ("Jail") solely because the mail contains staples, provided that the Jail may comply with this agreement by removing the staples from the mail prior to its delivery to the inmate. All incoming mail sent to inmates will still be inspected for contraband or prohibited content.
5. Defendants may seek relief from the terms of this Agreement in the event that the United States Supreme Court, the United States Court of Appeals for the Seventh Circuit, or three (3) other circuits of the United States Court of Appeals, decide in a published opinion that such a policy prohibiting inmate mail containing staples is permissible.

6. The KCSO will continue to provide due process of law to both the sender and to the intended recipient of denied incoming inmate mail. Written notice explaining the legitimate penological interest justifying the denial along with a citation to or a description of the portion of the mail implicating that penological interest will be provided to both the inmate and the sender. Both the inmate and the sender will be provided with an opportunity to appeal the denial to a decision maker other than the individual who originally denied the mail.
7. Defendants agree that within thirty (30) days of this Settlement Agreement being fully executed by all Parties, KCSO will have in place a mail policy that conforms to the requirements of this agreement, and all Jail employees will be instructed on the new policy resulting from this Agreement, and the new policy will be fully implemented.
8. Defendants agree to post a copy of the revised inmate mail policy contained in the Detainee Handbook within each housing unit, for a period of one-hundred and eighty (180) days. The KCSO agrees to revise or amend all written materials concerning any aspect of the requirements of this agreement embodied in the new inmate mail policy.
9. Defendants' counsel will furnish Plaintiff's counsel written confirmation that the above matters have been implemented or otherwise corrected.
10. Defendants further agree that within thirty (30) days of this Settlement Agreement being fully executed by all Parties, KCSO will purchase ten (10) Prison Legal News subscriptions for a period of one (1) year, and put one (1) issue in each housing unit in the Jail.
11. The Parties agree that nothing in this Agreement and release shall be construed to prevent or limit Defendants or their officers, agents, or employees from continuing to inspect inmate mail for reasons of prohibited content or contraband.
12. The Plaintiff fully and finally releases and waives any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, costs, attorney's fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the Constitution, statutes, or common law of the United States of America or State of Illinois, including but not limited to 42 U.S.C. §§ 1983 and 1988, that Plaintiff may have, had, or may now have against the County of Kane, or against the Kane County Sheriff's Office, including Donald Kramer, James Lewis, Corey Hunger, and John Hickey, individually and in their official capacities, and any of their respective officials, boards, officers, directors, employees, agents, heirs, successors, assigns, representatives, attorneys, insurers, insurance programs and risk pools (collectively referred to as the "Released Parties"), arising from, relating to or pursuant to (i) the Litigation, and (ii) any and all acts or omissions of any kind or nature of the Released Parties from the beginning of time to the date of execution of this Agreement. This Agreement expresses a full and complete settlement of a liability claimed and denied, regardless of the aforesaid consideration. This agreement does not limit Plaintiff's rights in any way regarding any

conduct, incident(s) or event(s) that might occur after the date of execution of this Agreement.

13. This Agreement represents a compromise of claims and shall not be construed as an admission by any of the Parties of any liability or of any contention or allegations made by any of the other Parties.
14. This agreement is binding upon the Sheriff of Kane County (who has been made aware of the terms herein) and his successors, officers, agents, servants, employees, and attorneys, and all others in active concert or participation with them who receive actual notice of the terms of this agreement by personal service or otherwise.
15. The parties agree to request that the Court retain jurisdiction for the purpose of enforcing the terms of this settlement agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
17. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing which is signed by all Parties.
18. The Parties acknowledge that they have read this Agreement, that they are fully aware of its contents and of its legal effect, and that they have freely and voluntarily entered into the settlement set forth in this Agreement.
19. Each party or agent thereof executing this Agreement is duly authorized to enter into and execute this Agreement in such capacity.
20. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same Agreement.
21. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way.

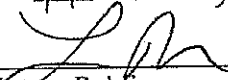
In witness thereof, the Parties, by their duly authorized representatives, affix their signatures hereto.

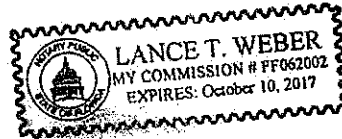

Paul Wright, Editor
Prison Legal News
PO Box 1151
Lake Worth, Florida 33460

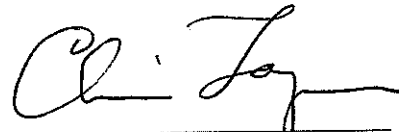
6/17/2016

Date

Subscribed and sworn to before me,
this 17 day of JUNE 2016.

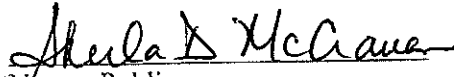

Notary Public




Christopher J. Lauzen
Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, IL 60134

06-17-16
Date

Subscribed and sworn to before me,
this 17th day of June 2016.


Notary Public

