

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and among:

"Plaintiff": Prison Legal News, a project of the Human Rights Defense Center (referred to herein as "Plaintiff").

"Defendant": State of Arizona, Arizona Department of Corrections, Rehabilitation and Reentry ("ADCRR"), their agents, representatives, employees, officials, boards, commissions, departments, agencies, and any and all other persons, associations and corporations employed by and/or representing the State of Arizona (the foregoing are collectively referred to herein as "Defendant").

The "Parties": Plaintiff and Defendant are collectively referred to herein as the "Parties."

RECITALS

A. Plaintiff filed its "First Amended Complaint for Declaratory and Injunctive Relief and Damages Under the Civil Rights Act, 42 U.S.C. § 1983" (the "Complaint") in the United States District Court for the District of Arizona on October 24, 2016, captioned *Prison Legal News, a project of the Human Rights Defense Center v. Charles L. Ryan, in his official capacity as Director of the Arizona Department of Corrections and in his individual capacity; Gail Rittenhouse, in her official capacity as Division Director, Support Services of the Arizona Department of Corrections and in her individual capacity; Jeff Hood, in his official capacity as Deputy Director of the Arizona Department of Corrections and in his official capacity; Alf Olson, in his official capacity as an employee of the Office of Publication Review of the Arizona Department of Corrections and in his individual capacity; and Does 1 to 20, inclusive*, case number 2:15-cv-02245-ROS (the "Action").

B. On January 26, 2023, the district court entered "Judgment in a Civil Case," which ordered and adjudged that "pursuant to the Court's Order filed January 26, 2023, judgment is entered in favor of defendants and against plaintiff. Plaintiff to take nothing, and the complaint and action are dismissed." (Doc. 363.)

C. On March 20, 2024, the district court entered its "Order" (the "Fees Order"), granting "Plaintiff's Motion for an Award of Attorneys' Fees" (doc. 365) in part and denying it in part. (Doc. 379.) The Fees Order ordered Defendants to pay Plaintiff \$2,370,881.67 in attorneys' fees and expenses and \$8,426.25 of costs. (*Id.* at 17-18.)

D. On April 3, 2024, Plaintiff filed “Plaintiff’s Motion Pursuant to Fed. R. Civ. P. 60 to Correct March 20, 2024 Fees Order” (doc. 379) (“Rule 60 Motion”) in which it requested the district court to amend the Fees Order to award attorneys’ fees and expenses in the amount of \$2,552,229.02 (*id.* at 5).

E. On April 17, 2024, Defendants filed “Defendants’ Response to Plaintiff’s Motion Pursuant to Fed. R. Civ. P. 60 to Correct March 20, 2024 Fees Order (Doc. 379).” (Doc. 381.)

F. On April 23, 2024, Plaintiff filed “Plaintiff’s Reply in Support of its Motion Pursuant to Fed. R. Civ. P. 60 to Correct March 20, 2024 Fees Order (Doc. 379).” (Doc. 382.)

G. The Parties desire to finally and fully resolve the Fees Order and the Rule 60 Motion, and all past, present, and potential disputes, claims, and issues relating to or arising out of the Fees Order and the Rule 60 Motion and the facts and circumstances that gave rise to the Fees Order and the Rule 60 Motion. As a result, the Parties have negotiated and entered into this Settlement Agreement in an effort to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation. The Parties desire and intend to enter into this Settlement Agreement in full settlement and discharge of all disputes that may exist between the Parties as to, and all claims arising from or related to, the Fees Order and the Rule 60 Motion, upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1. Release and Discharge

For \$2,650,000.00, Plaintiff completely releases and forever discharges Defendant from any and all past, present, or future claims, demands, obligations, actions, causes of action, and legal theories, whether known or unknown, that have resulted or may result from the Fees Order and the Rule 60 Motion.

Plaintiff further agrees that Plaintiff has accepted payment of the sum specified herein as a complete compromise of all matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes.

Plaintiff hereby instructs its attorneys to dismiss, in its entirety and with prejudice, the Action no later than five (5) court days after receipt and clearance of the second payment provided for in numbered paragraph 2 below.

2. *Payment*

In consideration of the release set forth above, the Arizona Department of Corrections, Rehabilitation and Reentry agrees to pay the sum of \$ 2,650,000.00 (the "Settlement Amount") to the Rosen Bien Galvan & Grunfeld trust account via wire transfer, EFT or hard check in two installments as follows: (1) the first installment in the amount of \$1,300,000.00 will be paid on or by May 10, 2024; and (2) the second and final installment in the amount of \$1,350,000.00 will be paid on or by June 14, 2024.

3. *Warranty of Capacity to Execute Agreement*

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

4. *Governing Law*

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The Parties agree that since each Party is represented by counsel, any rules or presumptions requiring that any provisions of the document be construed against the drafter do not apply to the interpretation of this agreement in any future dispute.

5. *No Admission of Liability*

The Parties understand and expressly agree that nothing contained in this Settlement Agreement shall be construed as an admission of liability whatsoever. The Parties acknowledge and agree that the settlement is made in compromise and settlement of a disputed claim, and that by entering into this Settlement Agreement, the Parties do not intend to admit the correctness of any Party's position, nor may this Settlement Agreement or the fact of settlement be used against Defendant as *res judicata*, collateral estoppel, or as an admission of fault or liability.

6. *Additional Documents*

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

7. *Entire Agreement and Successors in Interest*

This Settlement Agreement contains the entire agreement between Plaintiff and Defendant with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

8. *Effectiveness*

This Settlement Agreement shall become effective immediately following execution by all of the Parties. Electronic copies, photocopies or faxed versions of this document with all signatures shall have the same effect as the original.

9. *Taxability*

Plaintiff further understands, agrees, and acknowledges that neither Defendant, nor Defendant's attorneys, has made any representations to it concerning the state or federal taxability and/or non-taxable status of the consideration Plaintiff is to receive under paragraph 2 of this Settlement Agreement.

10. *Modification*

No oral agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any Party, occurring subsequent to the date of Plaintiffs' signatures may be deemed an amendment or modification of this Settlement Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.

11. *Severability*

The Parties agree that if, for any reason, a provision of this Settlement Agreement is held unenforceable by any court of competent jurisdiction, this Settlement Agreement shall be automatically conformed to the law, and the remaining provisions of this Settlement Agreement shall continue in full force and effect.

12. *Counterparts*

This Settlement Agreement may be executed in multiple counterparts. The counterparts, when signed and attached to this Settlement Agreement, shall have the same force and effect as though the Parties had executed one document. Photocopies, electronic, or facsimile copies of executed copies of this Settlement Agreement may be treated as an original.

16. *Dismissal with Prejudice.*

The Parties agree to take whatever steps are necessary to document the dismissal with prejudice of Action.

[Remainder of this page intentionally left blank]

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE BEFORE SIGNING IT, AND I FULLY UNDERSTAND THE TERMS.

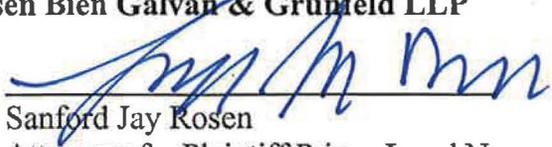
**Plaintiff, Prison Legal News
a project of Human Rights Defense Center and HRDC**

By: _____


Paul Wright
Executive Director
Human Rights Defense Center
DATED this 3rd day of May, 2024.

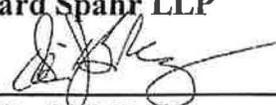
Rosen Bien Galvan & Grunfeld LLP

By: _____


Sanford Jay Rosen
Attorneys for Plaintiff Prison Legal News
DATED this 3rd day of May, 2024.

Ballard Spahr LLP

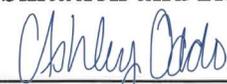
By: _____


David J. Bodney
Attorneys for Plaintiff Prison Legal News
DATED this 2nd day of May, 2024.

**SIGNATURE BY ADCRR GENERAL COUNSEL BELOW
IS AUTHORIZATION FOR AND APPROVAL OF PAYMENT OF THE
SETTLEMENT AMOUNT SET FORTH IN PARAGRAPH 2 ABOVE ON THE
TERMS SET FORTH IN PARAGRAPH 2 ABOVE:**

**Arizona Department of Corrections,
Rehabilitation and Reentry (ADCRR)**

By: _____


Ashley Oddo, General Counsel
DATED this 3rd day of May, 2024.