

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

PRISON LEGAL NEWS, et al.,

Plaintiffs,

v.

Case No. 99-70523
Hon. Avern Cohn

E. M. RANSOM, et al.,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

The undersigned Plaintiff/Releasor (hereinafter referred to as "RELEASOR"), for the following consideration of 1) One Thousand (\$ 1,000.00) DOLLARS to Common Courage Press and One Thousand (\$1,000.00) Dollars to Prison Legal News, receipt of which is hereby acknowledged, 2) The Michigan Department of Corrections (MDOC) will remove the book entitled THE CELLING OF AMERICA, 1st ed. (c. 1998) from the restricted publications list, 3) The MDOC will post a notice in the prison law library at each facility and in each housing unit for 90 days stating that the book THE CELLING OF AMERICA has been removed from the restricted publication list and may be purchased from either Prison Legal News at 2400 NW 80th Street, Suite 148, Seattle, WA 98117 or Common Courage Press at 1 Red Barn Road, Monroe, ME. 04951, 4) The MDOC will pay costs of \$605.00 and attorneys fees of \$10,000.00 to Plaintiff's counsel Dan Manville, 5) The MDOC will provide a copy of the book THE CELLING OF AMERICA, 1st ed. (c. 1998) to MDOC prisoners Larry Lynch (#176862) and Calvin Holmes (#257962), and 6) The MDOC will place a notice on their form CSJ-316 "NOTICE OF PACKAGE/MAIL REJECTION" that reads as follows: "A copy of this notice is being mailed to the sender if rejected pursuant to PD 05.03.118 'Prisoner Mail'. The sender has ten business days to send any opposition to this proposed action to the facility head. The sender will be notified of the final decision." Appropriate language will be added to PD 05.03.118 to reflect the above language. Based on these six foregoing items of consideration, the Releasors do hereby release, acquit and forever discharge Defendant(s) herein and the State of Michigan, its Department of Corrections, and its officers, employees, and agents (hereinafter referred to as "RELEASEE"), of and from any and all claims, actions, causes of action, demands, whatsoever which RELEASOR now has or which may hereafter accrue on account of or in any way arising out of any and all known and unknown foreseen and unforeseen injury, damage and the consequences thereof resulting or to result from the following incident:

The incidents referred to in the Complaint for Declaratory and Injunctive Relief and Damages and Motion for Preliminary injunction and arising from this case.

It is further understood and agreed that this release is intended to effect a general and complete release of all claims or actions of any type which RELEASOR now has or may hereafter acquire against RELEASEE, and is a release from any further liability whatsoever for damages and losses of any kind arising out of the above incident, including all health-care expenses, loss of income, pain, suffering, loss of function, disfigurement, emotional and mental distress, property damage, interest, legal costs, and attorney fees, and any and all other damages and losses sustained by RELEASOR as a result of the aforesaid incident. RELEASOR understands and agrees that this is a release in full, and that RELEASOR will never again be able to recover damages or monies of any kind from RELEASEE as a result of the aforesaid incident.

It is further understood and agreed that RELEASOR and RELEASEE will execute and file with the Clerk of the Court a Stipulation agreeing to the immediate dismissal with full prejudice, of the above-entitled action and all claims therein.

The sum of One Thousand (\$1,000.00) DOLLARS will be paid to RELEASORS Common Courage Press and Prison Legal News, (Federal Identification #01-046-8644 and 501C(3) Non-Profit #94-31-43411, respectively) and their Attorney, Dan Manville, (Federal I.D. #38 288 0683). RELEASOR shall be solely responsible to satisfy out of said payment, any and all attorneys' fees and expenses (besides those specifically referred to herein, i.e. \$605 in costs and \$10,000 in attorneys fees, which will be paid directly to Daniel E. Manville by the MDOC) and any liens which may be enforceable by RELEASOR'S attorneys with respect to the proceeds in this settlement.

Following execution and delivery of this RELEASE AND SETTLEMENT AGREEMENT the Michigan Department of Corrections shall:

- a. See items 1 through 6 listed above.

It is further understood and agreed that RELEASOR will never institute in the future any complaint, suit, action, or cause of action, in law or in equity, against RELEASEE; nor institute, prosecute, or in any way aid in the institution or prosecution of any claims, demands, actions, causes of action, suits, or complaints, for or on account of any damages, loss injury or expenses in consequence of the aforesaid incident.

It is further understood and agreed that this settlement is a compromise of a disputed claim, and that the payment made is not to be construed as an admission of

liability on the part of the parties released hereby, and that RELEASEE denies liability therefor. It is further agreed that no promise, inducement, or agreement not herein expressed has been made and this RELEASE AND SETTLEMENT AGREEMENT contains the entire agreement of the parties, and that the terms herein are contractual, and not a mere recital. RELEASOR further states that RELEASOR has carefully read this RELEASE AND SETTLEMENT AGREEMENT, knows the contents thereof, and understands the same, and signs this agreement as RELEASOR'S voluntary act and deed.

RELEASOR hereby acknowledges receipt of a copy of this RELEASE AND SETTLEMENT AGREEMENT.

THIS IS A RELEASE IN FULL.

Dated: 4/5/99

G. B. B.
Plaintiff/Releasor: Authorized
Representative and Title
Common Courage Press

Dated: _____

Plaintiff/ Releasor: Authorized
Representative and Title
Prison Legal News

Dated: 4-15-99

D. E. Manville
Attorney for Plaintiff(s)/Releasor
Daniel E. Manville (P39731)

9951531.release.atty