

Settlement Agreement

This Settlement Agreement is made between Prison Legal News (PLN) and the California Department of Corrections and Rehabilitation (CDCR) by and through the Secretary of CDCR, in his official and individual capacity. This Settlement Agreement sets forth the terms and conditions of an agreement to settle specific claims that will be brought by PLN either before an administrative agency or in a court alleging that the CDCR, or CDCR employees, censored PLN publications. PLN and the CDCR collectively are “the Parties.” This Settlement Agreement is legally binding and enforceable on the Parties as a contract formed under California law.

WHEREAS, pursuant to terms of the “Agreement to Negotiate,” attached hereto as Appendix A and incorporated by reference, the Parties agreed to engage in settlement negotiations regarding allegations by PLN of ongoing violations of federal and state law by the CDCR’s adult institutions;

WHEREAS, the Parties met and conferred several times, in person, telephonically, and by U.S. mail and electronic mail, and reached accord as to the terms of settlement of PLN’s claims;

WHEREAS, pursuant to the “Agreement to Negotiate,” Paragraph 6, the Parties agreed that each agreement would be reduced to writing as a binding Memorandum of Understanding (MOU) between the Parties;

WHEREAS, the Parties agreed to enter into this Settlement Agreement in lieu of drafting individual MOUs for each of the following issues described in Paragraph 1 of the “Agreement to Negotiate:”

It is HEREBY agreed as follows:

1. The Parties engaged in good faith negotiations and have agreed to resolve specific PLN claims as follows:
 - a) The practice by CDCR adult institutions of requiring publishers such as PLN to use special, approved vendor labels when distributing publications to CDCR inmates shall cease. CDCR policy shall be modified to reflect this change. Specifically, the CDCR draft Department Operations Manual (DOM) section 54010.8, attached hereto as Appendix B and incorporated by reference, clarifying that special vendor labels are not required, shall be approved and enforced at the institutional level.
 - b) The practice by CDCR adult institutions of requiring publishers such as PLN to obtain approved vendor status shall cease. CDCR policy shall be modified to reflect this change. Specifically, the CDCR draft DOM section 54010.8, attached hereto as Appendix B and incorporated by reference, clarifying that approved vendors are any publishers with a mail-order business, shall be approved and enforced at the institutional level.
 - c) The practice by CDCR adult institutions of banning hardcover publications shall cease. CDCR policy shall be modified to reflect this change.

Specifically, the CDCR draft DOM section 54010.20.2, attached hereto as Appendix C and incorporated by reference, directing CDCR staff to inspect each incoming hardcover book to ensure it does not violate any other departmental policies and, at the inmate-recipient's direction, to remove the hard cover in front of the inmate, shall be approved and enforced at the institutional level.

- d) The practice of CDCR adult institutions to impose a weight restriction on books mailed to inmates shall cease. CDCR policy shall be modified to reflect this change.
- e) Before or upon completion of all policy revisions pertaining to inmate mail, which is expected to be completed on or before April 1, 2007, the Deputy Director of the CDCR Division of Adult Institutions shall draft a new memorandum regarding the processing of mail and receipt of books at CDCR adult institutions that is consistent with constitutional requirements for mail and books. A copy of that memorandum will be provided to PLN's attorneys within 30 days after it is issued.
- f) The parties agree that CDCR will impose a volume limitation on personal property with an extra allowance of one additional cubic foot for legal material for active cases as defined in the DOM. The parties agree that per the DOM, publications beyond the five publications permitted for inmates in administrative segregation will be stored as excess property. The inmate

shall be given the option of deciding which publication will go to stored property.

- g) “Legal material” is considered as defined in the DOM. The parties agree that per the DOM, “legal materials” include law-related books, law-related documents, law-related publications, and court transcripts. Legal material that is a book, magazine, or publication will not count toward the item limit (five or ten) of books, magazines or publications that inmates are permitted according to their privilege group as detailed in the property schedule found in the DOM. The following are examples of items that are “legal material”: court transcripts, court documents, *Blacks Law Dictionary*, *California State Prisoners Handbook* by the Prison Law Office, California Codes, *Prison Legal News* publications, and official reports of case law (i.e., California Reporters).
- h) The parties agree that when CDCR adult institutions disallow books, magazines, newspapers, or periodicals, the adult institutions shall notify the inmate that it is disallowed and will notify the publisher in compliance with due process requirements. CDCR adult institutions will use a form notification to publishers in substantially the same form as Appendix D.
- i) The parties agree that the CDCR will develop a centralized list of disapproved magazines or publications that are prohibited as offensive, threatening, contain security concerns, or obscene as described in the DOM,

or any other regulation. The CDCR will provide a copy of that list to PLN's attorneys within 30 days after it is issued. The parties agree that the centralized list is not the only method to prohibit publications, and that nothing prohibits institutions from disallowing material as described in DOM, or any other regulation, provided it meets constitutional requirements.

- j) The parties agree that the revisions to Articles 41, Sections 51010.8 and 54010.20.2 (attached hereto as Appendices B and C) are approved. The final wording of these sections may vary based upon input from the Office of Administrative Law and the Regulation Policy Management Branch. PLN expressly reserves its right to challenge and oppose the final wording of these sections if the changes materially affect the terms of this Settlement Agreement.

- 2. The CDCR agrees to pay \$65,100 to PLN for alleged violations of constitutional and statutory rights under federal and state law. The \$65,100 payment will be divided between damages and the purchase of a five-year subscription to *Prison Legal News* for each CDCR law library and satellite law library that presently exists at every CDCR adult institution. The amount designated by PLN towards the purchase of a five-year subscription to *Prison Legal News* will be paid by the CDCR within 90 days of full execution of this Agreement. At that time, the CDCR will provide PLN's counsel with the names and addresses of the existing

libraries to receive subscriptions. PLN will begin distributing newsletters to those libraries within 60 days after receiving the list and the five year period for such subscriptions will begin at that time. The CDCR agrees to pay for additional subscriptions to additional libraries, at the then-current subscription price, but only for the years remaining in the five year period. If the CDCR closes libraries within the five year period, PLN will credit the CDCR for such subscriptions only for the years remaining in the five year period.

3. The Parties agree that this Settlement is the compromise of disputed claims and that the payment of settlement funds and subscription to *Prison Legal News* is not to be construed as an admission of liability on the part of the CDCR, or any of its employees, which liability is expressly denied. Nor is this Settlement to be construed as a concession or admission by PLN as to the appropriateness or legality of the CDCR's conduct.
4. Pursuant to Cal. Govt. Code §§ 948 and 965.6, this Settlement is contingent upon certification of availability of funds and the approval of the Director of the Department of Finance and, if necessary, the Legislature. If funding does not occur, PLN may declare this Agreement void in part or in whole. If PLN declares this Agreement void in whole or in part pursuant to this Paragraph, all statutes of limitation will be extended 90 days following such declaration.
5. Except as provided in Paragraph 10 and as to the CDCR adult institutions only, PLN fully and forever releases and discharges the CDCR, its secretary, his

predecessors and successors, and all others who could have been named as defendants in this action, in both their individual and official capacities, from all claims, demands, actions, and causes of actions, including court costs and costs of suit, arising out of any alleged injury or claims incurred by PLN for violations of constitutional and statutory rights under federal and state law up until the date this Agreement is fully executed. PLN specifically, but without limitation, releases the CDCR and its employees for all claims that were brought or that could have been brought up to the execution of this Agreement. PLN however, does not release future claims and does not release any claim for attorneys' fees that will be sought pursuant to paragraph 8 of the Agreement to Negotiate and pursuant to Paragraph 7 of this Settlement Agreement.

6. Except as provided in Paragraphs 5 and 7 and as to the CDCR adult institutions only, PLN acknowledges and agrees that this release and discharge is a general release. PLN expressly waives and assumes the risk of any and all claims which exist as of this date, but which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect its decision to enter into this Settlement Agreement. The parties have read the contents of Section 1542 of the Civil Code of the State of California, and expressly waive the benefits of this section. Section 1542 states as follows:

Section 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

7. The CDCR agrees to pay to PLN's counsel reasonable attorneys' fees, costs and expenses until the time that this Settlement Agreement is signed by the parties, separately and apart from the \$65,100 in damages and subscription fees. Pursuant to the Agreement to Negotiate, the Parties agree that PLN is the prevailing party for purposes of reasonable attorneys' fees, costs and expenses pursuant to 42 U.S.C. § 1988 and other relevant fee-shifting statutes to the extent the CDCR, from September 19, 2005 until the date this Settlement Agreement is fully executed. The Parties agree to the following processes for fees, costs and expenses:

(a) PLN's counsel will submit a request for reasonable attorneys' fees, costs and expenses within 60 days of the date this Agreement is fully executed. The CDCR will have 45 days to contest or pay the requested amount of attorneys' fees, costs and expenses. The CDCR may contest the reasonable amount of attorneys' fees, costs and expenses, but shall and may not contest PLN's and its attorneys' entitlement to attorneys' fees, costs and expenses. If the CDCR contests the amount of attorneys' fees, costs or expenses, the parties have 60 days to negotiate those amounts. If fees disagreements cannot be informally resolved, they will be submitted to the

appropriate court by appropriate motion or by an action to enforce this Settlement Agreement within 60 days of the expiration of the negotiation period.

(b) PLN and its attorneys expressly reserve their rights to pursue claims for attorneys' fees, costs and expenses for work performed after the time the Settlement Agreement is signed by all parties, including for work spent on substantive issues related to this Agreement and/or work spent securing their fees for fees and collecting any and all fees, costs and expenses that are due to them. The CDCR expressly reserves its right to oppose any such claim. The Parties agree that all issues pertaining to any such attorneys' fees, costs and expenses are unresolved and therefore are subject to Paragraphs 9-10 of this Agreement and that the United States District Court for the Northern District of California or the California Superior Court for the City and County of San Francisco will retain jurisdiction over this issue in the event that PLN and its attorneys seek attorneys' fees, costs and expenses for work performed after the time the Settlement Agreement is signed by all parties and/or work performed to secure payment of fees, costs and expenses.

8. The CDCR agrees that PLN will, within 150 days after full execution of this Agreement, file a complaint or complaints in the United States District Court for the Northern District of California alleging the claims resolved by this Settlement

Agreement. The parties stipulate that this Settlement Agreement and an immediate dismissal of PLN's claims that are resolved by this Agreement shall accompany the complaint or complaints, except that the Court will retain jurisdiction to enforce the Settlement Agreement pursuant to Paragraph 9 and to determine, if necessary, reasonable attorneys' fees, costs and expenses pursuant to Paragraph 7.

9. The Parties agree that the request for dismissal submitted to the Court after the complaint has been filed will include the following language: "The parties, having negotiated resolution of claims asserted in the complaint, a copy of which has been submitted to the Court with this request for dismissal, agree that settlement has altered the legal and juridical relationship of the parties. The Parties request that this Court dismiss the complaint, but retain jurisdiction to enforce the Settlement Agreement, including without limitation, disputes over Defendant's compliance with the terms of this Agreement and the amounts of attorneys' fees, costs and expenses to be paid to Plaintiff's attorneys."
10. The Parties also agree that this Settlement Agreement may be enforced by a lawsuit filed in the United States District Court for the Northern District of California. Any such lawsuit may include any unresolved or remaining issues between the Parties. If that court lacks or declines jurisdiction over any or all of the Settlement Agreement or agreements or parts thereof, or any other unresolved issues, jurisdiction over such matters will be in the California Superior Court in

the City and County of San Francisco to the extent that jurisdiction does not lie in the United States District Court for the Northern District of California.

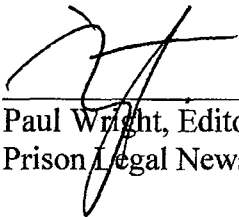
11. The Parties agree that the terms of this Settlement Agreement may provide more than constitutionally required, but that the terms of Paragraph 1 of this Settlement Agreement are enforceable only if a constitutional violation or violation of some other law is proved, and that in order to prevail in any lawsuit to enforce this Settlement Agreement, both a material violation of the Settlement Agreement must be proved in addition to a constitutional or other violation of law.
12. The Parties agree that if there are significant changes of law that affect the issues set forth in this Agreement, either Party may seek to modify the Agreement pursuant to Paragraph 18 or by noticed motion filed in the United States District Court for the Northern District of California.
13. PLN and the CDCR acknowledge and agree that they have been represented by legal counsel with respect to the matters that are the subject of this Settlement Agreement and that they have entered into this Settlement Agreement freely and voluntarily.
14. California contract law shall apply if there are any disputes about the enforcement of the terms of this Settlement Agreement. Federal law shall apply to the extent any dispute involves interpreting or applying federal constitutional or other rights. California law shall apply to the extent any dispute involves interpreting or applying California constitutional or other rights.

15. The parties agree that facsimile or PDF signatures are deemed to be originals and that this Settlement Agreement may be executed in counterparts.
16. This Settlement Agreement sets forth the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior negotiations, representations, statements or alleged promises between them, whether written or oral, as to these claims. Upon signature of the Parties, this Settlement Agreement shall be deemed executed, final and binding.
17. The obligations imposed by this Settlement Agreement are severable. If for any reason a part of this Settlement Agreement is invalid or unenforceable, that determination shall not affect the remainder of this Settlement Agreement.
18. This Settlement Agreement and any of its provisions may be amended, modified or terminated only by written agreement by PLN and the CDCR.

AGREED TO AND ACCEPTED BY:

Dated: November 28, 2006

By:



Paul Wright, Editor
Prison Legal News

Dated: November __, 2006

By:

James A. Tilton,
Secretary, CDCR
On behalf of the CDCR, him or herself in
his or her official and individual capacity,
and his or her successors, and on behalf
of his or her subordinates, and their
successors, in their official capacities

15. The parties agree that facsimile or PDF signatures are deemed to be originals and that this Settlement Agreement may be executed in counterparts.
16. This Settlement Agreement sets forth the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior negotiations, representations, statements or alleged promises between them, whether written or oral, as to these claims. Upon signature of the Parties, this Settlement Agreement shall be deemed executed, final and binding.
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18. This Settlement Agreement and any of its provisions may be amended, modified or terminated only by written agreement by PLN and the CDCR.

AGREED TO AND ACCEPTED BY:


Dated: December __, 2006

By:

Paul Wright, Editor
Prison Legal News

Dated: December 8, 2006


By:



James E. Tilton,
Secretary, CDCR
On behalf of the CDCR, him or herself in
his or her official and individual capacity,
and his or her successors, and on behalf
of his or her subordinates, and their
successors, in their official capacities

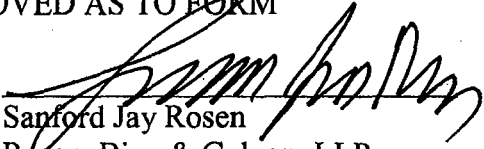
Dated: December 8, 2006

APPROVED AS TO FORM

By: 
Michael W. Jorgenson,
Deputy Attorney General
Attorney for James E. Tilton and the
CDCR

Dated: December 11, 2006

APPROVED AS TO FORM

By: 
Sanford Jay Rosen
Rosen, Bien & Galvan, LLP
Attorneys for PLN

APPENDIX A

AGREEMENT

This Agreement is entered into by and among Prison Legal News ("PLN") and the California Department of Corrections and Rehabilitation ("CDCR") by and through Roderick A. Hickman, Secretary of the CDCR, on behalf of the CDCR, himself in his official and individual capacities, and all his successors and subordinates, and their successors, all in their official capacities. PLN and the CDCR collectively are "The Parties."

Whereas The Parties wish to avoid the expense and burden of litigation, The Parties hereby agree as follows:

1. The Parties will engage in prompt, good faith settlement negotiations regarding the following alleged continuing violations of the federal and state constitutions and law:

- (a) The policy and practice by CDCR institutions of requiring publishers such as PLN to use special, approved vendor labels when distributing publications to CDCR inmates.
- (b) The policy and practice by CDCR institutions of requiring publishers such as PLN to obtain approved vendor status.
- (c) The policy and practice by CDCR institutions of banning publications in Reception Center units. The parties may defer a final decision on item 1(c), regarding restriction on publications in Administrative Segregation until *Banks v. Beard*, 399 F.3d 134 (3d

Cir. 2005), cert. granted, 74 U.S.L.W. 3014 (U.S. Nov. 14, 2005)

(No. 04-1739) is decided.

- (d) The failure of the CDCR to provide notice and an adequate appeal process to publishers such as PLN when CDCR institutions refuse to deliver publishers' materials to inmates.
- (e) The policy and practice by CDCR institutions of banning hardcover publications.
- (f) The policy and practice by CDCR institutions of failing to return standard rate mail to the United States Post Office when that mail is deemed undeliverable.
- (g) The policy and practice by CDCR institutions of banning donated or gift subscriptions for inmates.
- (h) The policy and practice of CDCR institutions to impose a two-pound restriction on books mailed to inmates.
- (i) The failure of CDCR institutions to process and permit incoming non-subscription bulk mail and catalogs addressed to individual inmates.
- (j) Appropriate damages, if any, for PLN for violations of its constitutional rights.
- (k) Reasonable attorneys' fees, costs and expenses.

2. The CDCR does not admit by this agreement that any allegations of the matters set forth in issues "a" through "j" state a cognizable claim or a violation of law, or, to the extent that they state a cognizable claim, that the CDCR has in fact violated the law. This paragraph does not preclude the CDCR from making any admissions in subsequent Memoranda of Understanding or Agreements that would be necessary to assure full implementation of such MOU's or Agreements and full implementation of Paragraphs 6, 7, 8, 9 and 11 of this Agreement.

3. The Parties recognize and agree that other relevant and related subjects may arise during negotiations that were not anticipated when this agreement was executed. The Parties agree that other relevant and related subjects, aside from those listed in paragraphs 1(a) through (k), may be discussed and resolved in accordance with this Agreement.

4. The Parties agree that all good faith negotiations regarding issues "a" through "k" and documentation of agreements, will be completed on or before March 31, 2006.

5. During The Parties' negotiations regarding issues "a" through "k," The Parties will exchange appropriate documents and information, subject to any appropriate protective order to be fashioned by The Parties.

6. To the extent that The Parties reach agreement to resolve any issue listed in "a" through "k," The Parties agree that each such agreement will be reduced to writing as a binding Memorandum of Understanding (MOU) between The Parties. If The Parties

cannot agree to an integrated MOU or Agreement at the end of this process, each individual MOU will be legally binding and enforceable on The Parties.

7. The Parties agree that the resulting written agreement or agreements described in Paragraph 4 may be enforced by a lawsuit filed in the United States District Court for the Northern District of California. Any such lawsuit may include any unresolved or remaining issues between the parties. If that Court lacks or declines jurisdiction over any or all of the agreement or agreements or parts thereof, or any other or unresolved issues, jurisdiction over such matters will be in the California Superior Court in the City and County of San Francisco to the extent that jurisdiction does not lie in the United States District Court for the Northern District of California.

8. The Parties agree that PLN is and shall be the prevailing party for purposes of reasonable attorneys' fees, costs and expenses pursuant to 42 U.S.C. §1988 and other relevant fee shifting statutes to the extent the CDCR, since September 19, 2005: (1) made or will make changes in policies, procedures or practices that are the subject of this Agreement; (2) makes changes in policies, procedures or practices as a result of an MOU pursuant to Paragraph 5, and; (3) makes changes in policies, procedures or practices that are mandated by a contested judgment entered by an appropriate Court or Courts. PLN shall be the prevailing party for purposes of California Code of Civil Procedure §1021.5 only if, and to the extent that, a federal court declines jurisdiction over PLN's state law claims and proceedings occur in state court. The CDCR may contest the reasonable amount of attorneys' fees, costs and expenses, but shall and may not contest PLN and its

attorneys' entitlement to attorneys' fees, costs and expenses. As to each MOU or written agreement reached by the Parties, the CDCR agrees that PLN may, at the conclusion of the negotiations, file a complaint or complaints in the appropriate Court(s) alleging the claims resolved by the MOU's and written agreements. CDCR also agrees that such complaint or complaints shall be accompanied by the Parties' stipulated judgment or judgments, if any, that judicially alter the legal relationship of the Parties and adopt and incorporate such MOU's or written agreements.

9. The parties recognize and agree that as used in this Agreement, the term "claims" includes any and all claims that could be brought by PLN either before an administrative agency or in a civil lawsuit alleging that CDCR, or CDCR employees, have illegally censored its publications in any way. Any and all statutes of limitation and or filing deadlines pertaining to PLN's claims are tolled as of September 19, 2005. The tolling agreement will be in effect until sixty (60) days after any party gives written notice by Certified Mail to all other parties that the tolling agreement is no longer effective. Any written notice to PLN shall be addressed to Sanford Jay Rosen, Rosen, Bien & Asaro LLP, 155 Montgomery St., 8th Floor, San Francisco, CA 94104. Any written notice to CDCR shall be addressed to Michael W. Jorgenson, California Office of the Attorney General, Correctional Law Section, 455 Golden Gate Ave., Suite 11000, San Francisco, CA 94102.

10. PLN and the CDCR each acknowledges and agrees that they have been represented by legal counsel with respect to the matters that are the subject of this Agreement and that they have entered into this Agreement freely and voluntarily.

11. California contract law shall apply if there are any disputes about the enforcement of the terms of the Agreement. Federal law shall apply to the extent any dispute involves interpreting or applying federal constitutional or other rights. California law shall apply to the extent any dispute involves interpreting or applying California constitutional or other rights.

12. This Agreement sets forth the entire understanding between The Parties with respect to the subject matter contained herein and supersedes all prior negotiations, representations, statements or alleged promises between them, whether written or oral. Upon signature of The Parties, this Agreement shall be deemed executed, final and binding.

13. This Agreement and any of its provisions may be amended, modified or terminated only by written agreement by PLN and the CDCR.

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14. The parties agree that facsimile signatures are deemed to be originals and that this Agreement may be executed in counterparts.

AGREED TO AND ACCEPTED BY:


Dated: December 22, 2005

By:


Paul Wright, Editor
Prison Legal News


Dated: December __, 2005

By:


Roderick A. Hickman, Secretary
California Department of Corrections
and Rehabilitation, on behalf of the
CDCR, himself in his official and
individual capacities, and on behalf of
his successors and subordinates, and
their successors, all in their official
capacities

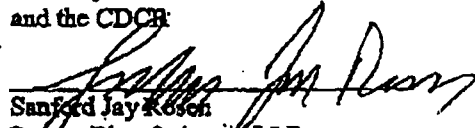
Dated: ~~December~~ ^{January} 4, 2005

By:


Michael W. Jorgenson,
Deputy Attorney General
Attorney for Roderick A. Hickman
and the CDCR

Dated: December 22, 2005

By:


Sanford Jay Rosen
Rosen, Bien & Asari, LLP
Attorneys for PLN

APPENDIX B

54010.8 Inspection and Reading of Incoming and Outgoing Mail

All non-confidential inmate mail, incoming or outgoing, is subject to being read in its entirety by designated staff.

All non-confidential inmate mail that is "returned to sender" shall be opened and inspected before being returned to the inmate.

The only weight limits that can be imposed for incoming mail are outlined in Dom Section 54010.4.

All incoming mail shall be inspected for contraband prior to issuance. Mail shall only be disallowed if it violates CCR Sections 3006, 3135, any other applicable regulations, or DOM Sections 54010.13 and 54010.14.

Institutions shall not require incoming books, magazines, or newspapers to have an institution pre-approved "vendor approved" label affixed to the packaging. Per CCR Subsection 3138(f)(1), a departmentally approved vendor is any publisher or book store that does mail order business.

Books, periodicals, or publications that are mailed from a religious organization bookstore shall be considered as coming from an authorized vendor.

APPENDIX C

54010.20.2 Inspection of Incoming Books

All incoming paperback and hardcover books must be inspected, pursuant to CCR Section 3138, prior to being altered and/or issued to ensure that they comply with CCR Sections 3006 and 3135, and DOM Sections 54010.13 and 54010.14.

For hardcover books staff shall allow the inmate to determine whether he/she will accept the book with the cover removed or, if he/she declines that option, decide how the book is to be handled per CCR Section 3191(c). If the inmate chooses to have the hardcover book issued to him/her, staff shall, in front of the inmate, remove the entire cover from the book. Before removing the cover, staff shall insure that it does not violate any other departmental policy. If upon removal of the cover the book becomes unstable (the pages are no longer bound together), staff shall take measures to ensure that the pages are kept intact, such as with a rubber band or a clip.

Delivery by staff shall be completed as soon as possible but not later than 14 business days after the institution receives the book, except during the holiday season and during modified programs of affected inmates.

Hardcover books shall be processed and issued from a designated distribution area.

APPENDIX D

NAME OF INSTITUTION**Institution Address****Name of City, CA Zip Code**

Date

Recipient Name

Organization or Company

Address

City, State Zip Code

Dear (Name):

This letter is to advise you that your publication entitled (Title of Publication), for the month of (Month & Year), will not be delivered to inmate(s) (Enter last names and CDCR numbers of all intended inmate recipients of the publication) housed at (Name of Institution). This is based on a violation of the California Code of Regulations, Section (List CCR Section), which states in part, "(Enter applicable CCR language)." Your publication contained material on page(s) ___ that was (be specific as to how it violated CCR; i.e., nude photos, article about making bombs, etc.)

Please be advised that you have the right per CCR Section 3137(c) to appeal this issue. CCR 3137(c) states in part, "Appeals relating to facility procedures and practices should be addressed in writing to the warden, superintendent or regional administrator of the facility where the appeal arises. The warden, superintendent or regional parole administrator shall provide a written response within 15 working days. Appeals that are not satisfactorily resolved at this level may be forwarded in writing to the Secretary, who shall provide a written response within 20 working days."

Should you have any questions or concerns, please contact (Enter Contact information).

Sincerely,

AUTHOR NAME IN CAPS

Title

Unit/Division/Department