

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS**

PRISON LEGAL NEWS, a project of
the HUMAN RIGHTS DEFENSE CENTER,

Plaintiff,

v.

COUNTY OF COOK, ILLINOIS;
SHERIFF THOMAS J. DART, individually and in
his official capacity;
NNEKA JONES TAPIA, individually and in her official
capacity;
DOES 1-10, in their individual and
official capacities,

Defendants.

Case No.: 16-cv-6862

STIPULATION AND ORDER TO DISMISS

IT IS HEREBY STIPULATED by and between the undersigned counsel for the Plaintiff and Defendants, and the Court, after first being duly advised in the premises, orders as follows:

1. On June 30, 2016, Plaintiff filed suit in the above-captioned matter seeking injunctive and declaratory relief, damages, and attorneys' fees and costs against the named Defendants. The complaint alleged an unlawful policy, practice and custom regarding censorship of books mailed from Plaintiff and other book distributors to prisoners in custody at the Cook County Jail, in violation of the First Amendment to the United States Constitution and 42 U.S.C. § 1983. The complaint also alleged violations of Plaintiff's right to due process of law consisting of Defendants' failure to give notice of each instance of censorship and concomitant failure to provide Plaintiff an opportunity to appeal each censorship decision in violation of the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

2. The Defendants denied all liability and allegations of censorship. However, in order to put an end to this litigation and to avoid unnecessary expense and the uncertainties of future litigation regarding the Plaintiff's claims, the parties have agreed to the terms and conditions contained in a separate Settlement Agreement re: Injunctive Relief & Damages and a separate Settlement Agreement Re: Attorneys' Fees & Costs ("collectively Settlement Agreements").

3. Pursuant to these Settlement Agreements, the parties agreed, and the Court so orders, that Defendant Thomas J. Dart, his agents, assigns, employees, deputies and successors, will establish, implement and enforce policies and procedures that will ensure delivery of Human Rights Defense Center Publications as appropriate, and/or provide notification and opportunity to appeal rejected publications, and payment of attorneys' fees and costs, as more fully set forth in these Agreements.

4. The parties to this Stipulation and Order to Dismiss agree that the provisions herein fully and fairly accommodate the interests of the parties hereto, that the Court should adopt and approve this agreement, and that this Stipulation and Order to Dismiss is a full and final judgment between the parties.

5. The parties agree, and the Court finds, that this case concerns the alleged First and Fourteenth Amendment rights of a publisher, and is therefore not a case concerning prison conditions as defined in the Prison Litigation Reform Act of 1996. The Court further finds that the relief herein ordered is narrowly drawn, extends no further than necessary to correct the alleged harm to Plaintiff, and is the least intrusive means necessary to correct that harm.

6. The case is dismissed without prejudice only to the extent necessary to allow this court to enforce the terms of the settlement. The dismissal without prejudice under this paragraph automatically converts to a dismissal with prejudice effective June 27, 2022.

7. This Court hereby Orders that the parties shall comply with the terms of the Settlement Agreement re: Injunctive Relief and Damages entered into on December 3, 2018 and the Settlement Agreement Re: Attorneys' Fees and Costs entered into on April 24, 2019, and incorporated by reference into this Order as if fully set forth.

8. By consent of the parties, the Court shall retain jurisdiction for the purpose of enforcing the terms of this Order and the Settlement Agreement for three years from the date of the entry of this order. To avoid unnecessary expense and the Court's resources, the Parties agree that no allegation of a violation of any term of the Settlement Agreement shall be filed with or otherwise brought to the Court until notice is provided to the alleged violating party of the alleged violation and that party is given 14 calendar days to explain, cure or otherwise correct the alleged violation. Notice shall be provided to:


Plaintiff: Paul Wright, Executive Director; Human Rights Defense Center, P.O. Box 1151, Lake Worth, FL 33460.

Defendant: Nicholas Scouffas, General Counsel, Sheriff's Office of Cook County, 50 W. Washington, Room 704, Chicago, IL 60602.

9. Except as provided above, the case is dismissed with prejudice.

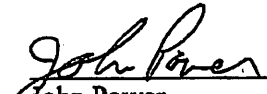
WHEREFORE, having fully read and considered the provisions set forth above, Plaintiff and Defendants having stipulated and agreed to the above terms and conditions, and the court having approved the entry of this Stipulation and Order, IT IS SO ORDERED.

Dated this 25th day of June, 2019.

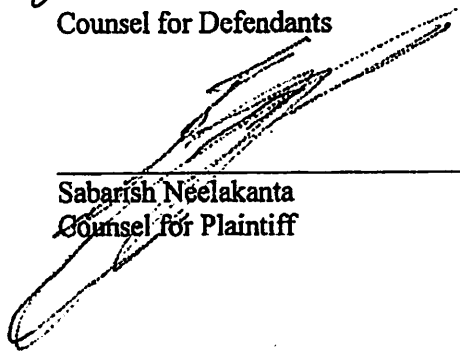


Honorable Joan B. Gottschall
United States District Judge

Stipulated and Agreed to:



John Power
Counsel for Defendants



Sabarish Neelakanta
Counsel for Plaintiff