

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

PRISON LEGAL NEWS and  
HUMAN RIGHTS DEFENSE CENTER,  
Plaintiffs

VERSUS

JACK A. STEPHENS, Sheriff, St. Bernard  
Parish, DAVID MOWERS, Warden, St.  
Bernard Parish Prison, CHARLES BURAS,  
Captain, St. Bernard Parish Prison,  
JOHN DOE 1, Mailroom Supervisor, St.  
Bernard Parish Prison and JOHN DOE 2,  
Mailroom Employee, St. Bernard Parish  
Prison  
Defendants

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NUMBER: 09-7515

SECTION: A

JUDGE: Jay C. Zainey

MAG. SECTION: 1

MAGISTRATE: Sally Shushan

**CONSENT JUDGMENT FOR INJUNCTIVE RELIEF ONLY**

IT IS HEREBY STIPULATED by and between the undersigned counsel for  
plaintiffs and defendants, as follows:

1. On Dec. 3, 2009, plaintiffs filed suit in the above-captioned matter seeking  
injunctive and declaratory relief, damages, attorneys fees and costs, against the named  
defendants. The Complaint alleged an unlawful policy, practice and custom regarding  
failure to deliver incoming publications addressed to prisoners who were held at the St.  
Bernard Parish prison, in violation of the 1<sup>st</sup> and 14<sup>th</sup> Amendments to the U.S.  
Constitution and 42 USC 1983. The Complaint also alleged violations of due process of  
the law due to the failure to give notice and an opportunity to respond, to the plaintiff

publishers and distributors whose publications were denied access to their subscribers.

2. On Dec. 9, 2009 defendants filed an Answer raising various defenses and denying the allegations of plaintiffs' Complaint for lack of sufficient knowledge and/or information to justify belief. On Jan. 12, 2010 plaintiffs filed a Motion for Preliminary Injunction, with attached Memorandum and Exhibits. On January 19, 2010 the Court issued a Minute Entry noting that the parties were working to resolve the issue amicably and referred the parties to Magistrate Shushan for scheduling of a settlement conference.

3. The parties, with the assistance and oversight of the U.S. District Court Judge and Magistrate, have engaged in on-going negotiations in an attempt to amicably resolve this matter. The defendants deny liability. However, in order to put an end to this phase of the litigation and to avoid unnecessary expense and the uncertainties of future litigation regarding the plaintiffs' request for injunctive relief, the parties have agreed to the following terms and conditions: (1) The defendants have distributed to plaintiffs' subscribers at the St. Bernard Parish Prison, past issues and the current issue (Feb. 2010) of plaintiffs' monthly publication, Prison Legal News, along with copies of Protecting Your Health and Safety, a prisoner self-help guide distributed by plaintiffs. (2) The defendants have agreed to adopt and implement a new written policy and procedure, which the parties agree is constitutional, regarding "Incoming Publications" for prisoners at the St. Bernard Parish Prison, attached hereto as Exhibit A and incorporated herein. This policy and procedure will be in effect regarding all future incoming publications to prisoners in custody of the St. Bernard Parish Sheriff's Office, including but not limited to those published and distributed by plaintiffs.

4. The parties agree, and the Court so orders, that defendant Sheriff Jack Stephens, his agents, assigns, employees, deputies and successors, will establish, implement and enforce the policy and procedure set forth in Exhibit A, incorporated herein.

5. It is further agreed and ordered, that within 30 days of the date of entry of this Consent Judgment, the defendant Sheriff Jack Stephens will insure that this new policy and procedure is disseminated to all employees of the St. Bernard Parish jail as well as all persons in custody at the jail and will be fully implemented. Defendants' counsel will furnish the Court and plaintiffs' counsel with written confirmation of same.

6. The parties to this Consent Judgment agree that the provisions herein fully and fairly accommodate the interests of the parties hereto regarding the issue of injunctive relief only in this matter, that the Court should adopt and approve this agreement as a Consent Judgment, and that this Consent Judgment is a full and final judgment between the parties with regard to permanent injunctive relief only.

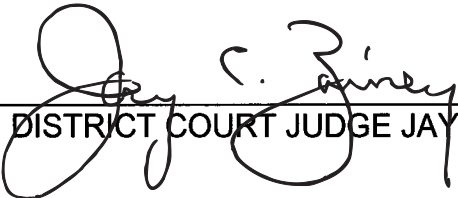
7. All remaining claims are specifically reserved by plaintiffs and denied by defendants. The Magistrate is ordered to schedule a settlement conference with the parties in an effort to explore possible amicable resolution of the remaining issues of damages, declaratory relief and reasonable attorneys fees and costs.

8. This Court retains jurisdiction of this action in order to enforce the terms of this Consent Judgment, to determine reasonable attorneys fees and costs and the remaining issues relating to plaintiffs' claims for damages and declaratory relief, to resolve any disputes regarding the implementation and enforcement of this Consent Judgment and all other issues of this lawsuit not otherwise covered by this Consent

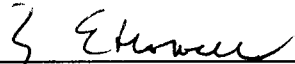
Judgment.

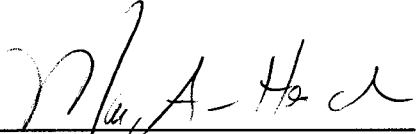
WHEREFORE, having fully read and considered the provisions set forth above, plaintiffs and defendants having stipulated and agreed to the above terms and conditions, and the Court having approved the entry of this Consent Judgment, IT IS SO ORDERED.

New Orleans, Louisiana this 17th day of May, 2010.

  
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U.S. DISTRICT COURT JUDGE JAY C. ZAINEY

AGREED TO BY:

  
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