

STATE OF NORTH CAROLINA

COUNTY OF WAKE

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Victor L. Martin ("Martin") and the North Carolina Department of Correction ("DOC").

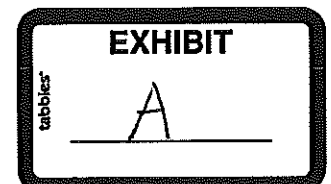
For good and valuable consideration set forth below, the parties agree as follows:

1. DOC shall revise its policy on Inmates Conducting Personal Business, Division of Prisons Policies & Procedures Manual, B.0700 (the "Policy"), to add a new Section B.0705 - Inmate Manuscripts, as set forth in the attachment hereto.
2. DOC shall overturn ten (10) disciplinary infractions previously incurred by Martin in connection with his writing and/or publishing activities, including crediting to Martin's inmate trust account any administrative fees previously deducted because of said infractions and restoring to Martin any sentence reduction credits previously forfeited because of said infractions.
3. DOC shall pay Ten Thousand U.S. Dollars (\$10,000.00) in a lump sum by a check payable to American Civil Liberties Union of North Carolina Legal Foundation (Employer Identification Number 56-1019644), as Martin's attorney. Said payment shall be inclusive of any attorney fees, filing fees, and other fees paid or payable by Martin in connection with the litigation referred to herein.
4. Upon receipt by Martin's attorneys of the check described in paragraph 3 above and documentation satisfactory to Martin's attorneys that the actions described in paragraphs 1 and 2 above have been performed, the parties shall execute and file a Stipulation of Dismissal of the following action:

Martin v. Keller, et al., 5:09-CT-3021- FL (E.D.N.C.)

Said dismissal shall be with prejudice except as provided in paragraph 5 below.

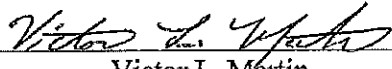
5. DOC reserves the right to amend the Policy without Martin's consent. Martin reserves the right to file suit challenging the constitutionality of any amendment to the Policy.




6. The parties agree to perform all actions described in paragraphs 1 through 4 above on or before March 9, 2010.
7. Except for the above-listed action, Martin represents that, as of the date he executes this agreement, there are no other actions by him against DOC, its officials, agents, representatives, or employees pending in any judicial or administrative forum. If it is subsequently called to Martin's attention that any such other action was pending as of the date he executed this agreement, he agrees to promptly execute a voluntary dismissal with prejudice of such other action.
8. Martin releases DOC, its officials, agents, representatives, and employees from any and all liability that has arisen or might arise concerning events occurring before his execution of this agreement and related to the above-referenced litigation.
9. DOC agrees not to bring new disciplinary charges against Martin for any action he took before January 21, 2010 in connection with the publication, marketing, or sale of his writings.

The foregoing constitutes the entire agreement between the parties. The entry into this agreement and the provisions contained herein shall not be construed as an admission of wrongdoing by any party.

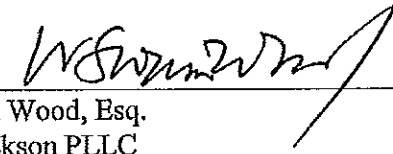
2-25-2010
Date


Victor L. Martin

2/25/10
Date

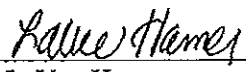

Katherine Lewis Parker
Legal Director, American Civil Liberties
Union of North Carolina Legal Foundation
Attorney for Victor L. Martin

2-25-2010
Date

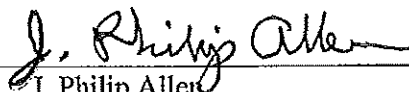

W. Swain Wood, Esq.
Wood Jackson PLLC
Attorney for Victor L. Martin

NORTH CAROLINA DEPARTMENT
OF CORRECTION

2-22-2010
Date

By: 
LaVee Hamer
General Counsel

2-22-2010
Date


J. Philip Allen
Assistant Attorney General
North Carolina Department of Justice
Attorney for N.C. Department of Correction

.0705 INMATE MANUSCRIPTS

(a) Preparation

- (1) An inmate may prepare a manuscript for private use, for outside typing, for copyrighting, and/or for publication while in the custody of the Department of Correction without staff approval.
- (2) For purposes of this policy, manuscript means fiction, nonfiction, poetry and music, lyrics, drawings and cartoons, and other writings of a similar nature.
- (3) An inmate may use only non-work time and non-program-assignment time to prepare a manuscript.
- (4) Consistent with Division of Prisons policy F.0501(b), the Facility Head may limit the accumulation of manuscript material as necessary for security, sanitation, and safety, including maintaining access to cell doors and preventing fire hazards.

(b) Distribution

- (1) An inmate may mail a manuscript as general correspondence at the inmate's own expense.
- (2) An inmate may not circulate a manuscript within the institution or to any other inmate.

(c) No compensation

- (1) Consistent with B.0701 through B.0704 above, an inmate may not receive compensation of any sort from the sale of published or unpublished manuscripts.
- (2) Written or oral communications by an inmate with publishers, agents, or other persons regarding the sale or marketing of manuscripts or regarding the proceeds from the sale or potential sale of manuscripts shall be considered the conduct of a business for compensation in violation of this section, unless evidence shows that the inmate did not solicit or initiate the communication and unless the inmate acts immediately to terminate the communication and to discourage future such communications. A general power of attorney given by an inmate to a parent, spouse, or child of the inmate shall not, by itself, be considered evidence that the inmate has violated this subsection (c).

- (3) Any check, money order, or other payment sent by a publisher or marketer of manuscripts to an inmate at the inmate's prison address (other than a refund of a canceled subscription) will be returned to the sender and may, depending on the circumstances, be considered evidence that the inmate has violated this section.

(d) Confiscation

- (1) If prison staff confiscates an inmate's manuscript because the inmate has violated this section or for any other reason, the manuscript shall be identified on a form DC-160 (Personal Property Inventory) by its title (if any), its number of pages, and any other identifying characteristics. The date and time of the confiscation shall be noted on the DC-160. The manuscript shall be maintained in DOC's custody unless it is mailed out in accordance with subsection (d)(3) below or returned to the inmate.
- (2) Any confiscation of an inmate's manuscript shall be performed jointly by at least two staff members. Both staff members and the inmate shall sign and date the DC-160. The inmate shall be given a copy of the signed DC-160 immediately after the confiscation.
- (3) If the confiscated manuscript is not being held as evidence, the inmate may elect to have the manuscript mailed out at the inmate's expense. The appropriate Region Director shall be consulted prior to the final disposition of any confiscated manuscript.

(e) Receipt of Publications authored by Inmates

An inmate's receipt of publications authored by other inmates shall be governed by Division of Prisons policy D.0100, which requires (among other things) that publications be received only from a legitimate publisher, marketer, or distribution center for published materials. The fact that an inmate's manuscript has been published does not necessarily mean that it will be approved for receipt by other inmates. Inmates who author publications may not encourage or intimidate other inmates to purchase their publications. Inmates who author publications may discuss those publications with other inmates provided such discussions are not disruptive.

(f) Miscellaneous

- (1) Communications incidental to securing copyright registration are allowable.
- (2) General correspondence with individuals outside the prison about an inmate's writing is allowable provided it does not involve compensation and does not constitute an advertisement or similar solicitation.