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IN THE UNITED STATES DISTRICT COURT

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

FOR THE DISTRICT OF NEVADA

BY _____ DEPUTY

GLEND A DILLARD, ET AL.,)
)
 Plaintiffs,)
)
 vs.)
)
 NEVADA DEPARTMENT OF PRISONS,)
 et al.,)
)
 Defendants.)

Case No. CV-N-89-094-HDM
(BASE FILE)

STIPULATED SETTLEMENT
AGREEMENT

I. INTRODUCTION

This stipulated settlement agreement sets forth the rights and obligations of the parties as defined herein. For and in consideration of the terms of this stipulated settlement agreement as set forth herein, the plaintiffs, their individual heirs, executors, administrators, successors and assigns, do hereby unconditionally release and forever discharge, the defendants RON ANGELONE, MILES LONG, JANICE BENZLER, all other unmentioned defendants, the State of Nevada, and each and all of its political subdivisions, agencies, agents, contractors, officers and employees, both in their official and individual capacities, from any and all claims, expenses, attorney fees and rights to compensation whatsoever they now have, or may have, or claim to have, or could have claimed to have, which were created by, arose out of or may arise out of the claims in the actions known as Dillard v. Angelone, et. al., CV-N-89-94-HDM (Base

1 File), Goldyn v. Angelone et. al., CV-N-91-166-HDM and/or Goldyn
2 v. Angelone, et. al., CV-N-92-467-ECR.

3 By way of this stipulated settlement agreement, defendants
4 admit no liability as to the claims made by plaintiffs in the
5 above-entitled litigation, nor do they admit any such acts
6 occurred. Defendants further maintain their actions, whether
7 collective, individually or in any combination thereof, were
8 fully, and at all times were and are, within the guidelines of
9 the United States Constitution, the Constitution of the State of
10 Nevada, applicable Federal and State laws, rules and regulations
11 and all institutional procedures and administrative regulations.

12 1. Parties -- The parties are defined as follows:

13 a. Plaintiffs : The class of female inmates housed
14 within the Nevada Department of Prisons (NDOP) other than those
15 housed in restitution centers, conservation camps, community
16 trustee centers and/or home confinement. The parties adopt as
17 though stated fully herein the definition of the plaintiff class
18 as contained in the Order of the Court dated April 1, 1992 in
19 the case of Dillard v. Angelone, CV-N-89-92-HDM (Base File). If
20 the definition of the class as spelled out in this agreement is
21 different than defined by the Court in its Order of April 1,
22 1992, the parties hereby agree and stipulate the definition of
23 the class shall be as ordered by the Court on April 1, 1992.

24 b. Defendants -- Those persons sued in either their
25 official and/or individual capacities in Dillard v. Angelone,
26 CV-N-89-94-HDM (Base File), Goldyn v. Angelone, CV-N-91-166-HDM
27 and Goldyn v. Angelone, CV-N-92-467-ECR, the Nevada Department
28 of Prisons, the State of Nevada, the Legislature of the State of

1 Nevada, the State of Nevada Board of Prison Commissioners, as
2 well as any and all employees, agents, officers, agencies,
3 political subdivisions, independent contractors and so forth of
4 the State of Nevada.

5 II. TERMS OF THE STIPULATED AGREEMENT

6 1. Vocational programs -- The parties understand the
7 NDOP, and/or any of its employees, agents, etc., has neither
8 control over selection or placement of vocational programs at
9 any institution within the NDOP. The NDOP is not responsible,
10 nor does it accept any responsibility, financial or otherwise,
11 for placement of vocational programs at any facility within its
12 control. The NDOP is not responsible, nor does it accept any
13 responsibility, for establishing eligibility criteria, beyond
14 institutional, security and/or disciplinary needs of the NDOP,
15 for any inmate to participate in any vocational program within
16 any facility in the NDOP. The NDOP agrees to encourage, within
17 the parameters and conditions stated herein above, those
18 entities and individuals responsible for vocational programs to
19 place vocational programs within the NDOP facilities, taking
20 into consideration security, discipline and the needs of the
21 NDOP, regardless of the sex of the inmates housed within its
22 facilities. It is understood such "encouragement" applies only
23 to the plaintiff class as defined above. It is further
24 understood an inmate will not be considered a member of the
25 class (as defined by the Court in its Order of April 1, 1992 in
26 the case of Dillard v. Angelone, et. al., CV-N-89-94-HDM (Base
27 File)) and, thus, not entitled to enforce the provisions of the
28 stipulated settlement agreement as to vocational programs, if

1 said inmate is housed at a restitution center, community trustee
2 facility, conservation (rural) camp and/or home confinement,
3 even if such housing and/or placement therein is temporary.

4 2. Maintenance -- The NDOP agrees to maintain the physical
5 plant where members of the class are housed within
6 constitutional parameters. It is understood an inmate will not
7 be considered a member of the class (as defined by the Court in
8 its Order of April 1, 1992 in the case of Dillard v. Angelone,
9 et. al., CV-N-89-94-HDM (Base File)) and, thus, not entitled to
10 enforce the provisions of the stipulated settlement agreement as
11 to maintenance, if said inmate is housed in a restitution
12 center, community trustee facility, conservation (rural) camp
13 and/or home confinement even if such housing and/or placement
14 therein is temporary.

15 3. Attorney fees and costs -- The defendants, by and
16 through the State of Nevada, hereby agree to pay counsel for the
17 plaintiff class the sum of Fifty-thousand dollars (\$50,000.00)
18 as satisfaction of all attorneys fees and costs in this matter.
19 It is understood this sum is the total amount to be paid by the
20 State of Nevada. Any check, state warrant or state draft shall
21 be made payable jointly to the Law Office of Finley & Noneman
22 and Terry Keyser-Cooper. Counsel for plaintiffs are solely
23 responsible for determining how this money is divided among said
24 counsel. The defendants and the State of Nevada will make no
25 determination how the fees and costs shall be divided nor shall
26 any counsel for plaintiffs request defendants and/or the State
27 of Nevada to make such a determination. The counsel for
28 plaintiffs shall hold the defendants and the State of Nevada

1 harmless from any legal obligation or act regarding distribution
2 of said sum. Counsel for plaintiffs shall reimburse defendants
3 and/or the State of Nevada for any and all legal fees and costs,
4 whether legal or not, as a result of any dispute regarding
5 distribution of said fees and costs.

6 The parties agree said sum shall include any and all
7 attorneys fees and/or costs incurred regarding the cases of
8 Dillard v. Angelone, CV-N-89-94-HDM (Base File), Goldyn v.
9 Angelone, CV-N-91-166-HDM and Goldyn v. Angelone, CV-N-92-467-
10 ECR, or any case in which counsels for plaintiffs represent said
11 plaintiffs in any capacity.

12 The parties agree and understand payment of said fees and
13 costs is conditioned upon approval of the State of Nevada Board
14 of Examiners of both said fees and costs and this stipulated
15 settlement agreement.

16 4. Dismissal -- The parties hereby agree to the dismissal
17 with prejudice of this matter, Dillard v. Angelone, CV-N-89-94-
18 HDM (Base File) and the Court is authorized to enter said
19 dismissal with prejudice, the Clerk of the Court to enter
20 judgment accordingly. All fees and costs are to be paid as
21 detailed in # 4 above. No party is entitled to any other fees
22 and/or costs or any other recovery, monetary or otherwise.

23 a. In addition, the plaintiff class, whether
24 individually or any combination of inmates thereof, hereby
25 agrees to dismiss with prejudice Goldyn v. Angelone, CV-N-91-
26 166-HDM and Goldyn v. Angelone, CV-N-92-467-ECR. The Court is
27 authorized to enter said dismissals with prejudice, the Clerk of
28 the Court to enter judgments accordingly.

1 b. The Plaintiff class, whether as a class or
2 individually, hereby waives and dismisses with prejudice any and
3 all past, present and future claims, whether for monetary,
4 injunctive, declaratory or any other relief as regards the
5 issues which were raised or could have been raised in the cases
6 of Dillard v. Angelone, CV-N-89-94-HDM (Base File), Goldyn v.
7 Angelone, CV-N-91-166-HDM and/or Goldyn v. Angelone, CV-N-92-
8 467-ECR.

9 III. CONCLUSION

10 1. Scope of agreement -- The parties hereto agree and
11 understand this stipulated settlement agreement shall be binding
12 upon all female inmates, whether individually or any combination
13 of inmates thereof, who are, would have been or will be in the
14 future, members of the class as defined by the United States
15 District Court, District of Nevada, in its order of class
16 certification in this case of April 1, 1992. This stipulated
17 settlement agreement shall be binding and shall apply to all
18 past, present and future members of the class as so defined,
19 individually or in any combination thereof.

20 This stipulated settlement agreement shall be binding
21 as to, and herein settles, all claims and/or allegations as
22 stated in plaintiffs' Statement of Issues of Fact and Issues of
23 Law as listed in the Amended Joint Pretrial Order filed on Dec.
24 22, 1992 in the case of Dillard v. Angelone, CV-N-89-94-HDM
25 (Base File) and any and all claims and/or allegations which
26 could have been brought by any and all members of the plaintiff
27 class, whether for injunctive, monetary, declaratory or any
28 other relief. Any and all claims not specifically mentioned in

1 this agreement, including those claims not specifically raised
2 in any pleadings, complaints as amended, pretrial orders or any
3 other documents, by the plaintiff class, are hereby dismissed
4 and/or waived by the plaintiff class, individually or by any
5 combination of inmates thereof.

6 It is the understanding of the parties this stipulated
7 settlement agreement does not set forth any other obligation of
8 the defendants other than specifically addressed herein.

9 2. Modification of agreement -- This stipulated settlement
10 agreement shall not be modified, amended or otherwise altered
11 and/or changed in any fashion or by any means except by the
12 express and specific written authorization of all of the
13 plaintiff class representatives and the Director of the Nevada
14 Department of Prisons, the Attorney General of the State of
15 Nevada and the State of Nevada Board of Prison Commissioners.
16 Any and all other modifications, amendments or otherwise,
17 whether written or oral, shall have no effect upon this
18 stipulated settlement agreement, said modifications being void
19 and without validity.

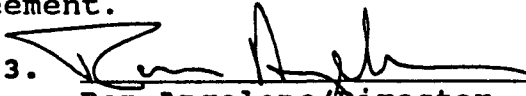
20 The parties hereto agree to approve changes as to any
21 clerical error contained herein.

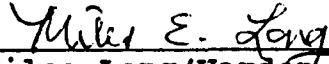
22 3. Entirety of agreement -- This written stipulated
23 settlement agreement is the entire and complete agreement as
24 between the parties. Any other statements, whether oral or
25 written, other than what is specifically set forth in this
26 stipulated settlement agreement, shall have no application or
27 effect to this agreement. Any other statements, whether oral or
28 written, other than what is specifically set forth in this

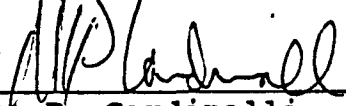
1 stipulated settlement agreement as relates to any issue in the
2 cases of Dillard v. Angelone, CV-N-89-94-HDM (Base File), Goldyn
3 v. Angelone, CV-N-91-166-HDM and Goldyn v. Angelone, CV-N-92-
4 467-ECR, shall be void and without application herein. No
5 promise, inducement or representation other than herein set
6 forth have been made, offered, inferred or agreed upon. The
7 terms of this stipulated settlement agreement are contractual
8 and not a mere recital.

9 4. Signature -- This stipulated settlement agreement shall
10 be signed by all counsel representing the parties herein, the
11 named plaintiff class representatives, the Director of the
12 Nevada Department of Prisons and the Warden of the Nevada
13 Women's Correctional Center. Said signature of each person
14 stated above shall be considered an understanding, acceptance
15 and agreement with all provisions of this stipulated settlement
16 agreement.

17 5. Choice of laws -- The parties herein agree the laws of
18 the State of Nevada shall be applicable to interpretation of
19 this stipulated settlement agreement.

20 Dated: 2/8/93, 1993. 
21 Ron Angelone/Director
Nevada Department of Prisons

22 Dated: Feb 3,, 1993. 
23 Miles Long/Warden
Nevada Women's Corr. Center

24 FRANKIE SUE DEL PAPA
25 Attorney General
26 Dated: Feb. 4, 1993. BY: 
27 Marc P. Cardinalli
28 Deputy Attorney General
Criminal Justice Division
Counsel for Defendants

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FRANKIE SUE DEL PAPA
Attorney General

By:

Dated: 2/5, 1993.

J. Marty Howard
Deputy Attorney General
Criminal Justice Division
Counsel for Defendants

Dated: 3-February, 1993.

Joni Goldyn
Joni Goldyn/Plaintiff
Class Representative

Dated: 3 Feb., 1993.

Colette Largent
Colette Largent/Plaintiff
Class Representative

Dated: Feb 3, 1993.

Virginia Darling
Virginia Darling/Plaintiff
Class Representative

Dated: Feb. 3, 1993.

Glenda Dillard
Glenda Dillard/Plaintiff
Class Representative

Dated: February 4, 1993.

Barbara K. Finley
Barbara K. Finley
Counsel for Plaintiff Class

Dated: Feb. 3, 1993.

Kathleen F. Noneman
Kathleen F. Noneman
Counsel for Plaintiff Class

Dated: Feb 3, 1993.

Terry Keyser-Cooper
Terry Keyser-Cooper
Counsel for Plaintiff Class

ADDENDUM TO STIPULATED SETTLEMENT AGREEMENT

This addendum will be considered part and parcel of the Stipulated Settlement Agreement in the case of Dillard V. Angelone, CU-N-89-094-HDM(Base File). All provisions shall remain in full force and effect except as detailed below.

1. The defendants, as represented by counsel, Frankie Sue Del Papa, Attorney General of the State of Nevada, will permit Joni Goldyn, shall be permitted one time only, to receive one (1) package from Weinstock's Department Store containing the following items:

1. 2 bottles, Clinique Shampoo
2. 2 large jars, Clinique Moisturizer
3. 2 bottles, Clinique Lotion .
4. 2 bottles, Clinique Conditioner
5. 2 bars, Clinique Bath Soap
6. 1 jar, Clinique Foundation
7. 1 Eye Shadow, Clinique
8. 1 Eye Liner, Clinique
9. 1 Mascara, Clinique
10. 1 bottle, Roll-On Deodorant, Clinique

2. The plaintiffs, as designated in the Stipulated Settlement Agreement, herein understand and agree only Joni Goldyn shall receive the one (1) package as stated above. The plaintiff class as defined in the Stipulated Settlement Agreement hereby agree this addendum creates no rights or liberty interests, nor is this addendum intended to create any rights or liberty interests, in receiving any item or items whatsoever, either individually or in any combination of inmates. The plaintiff class as so defined hereby agrees to waive any and all rights, privileges and so forth as to receiving any permission to receive any item or items except as defined by applicable prison rules and regulations.

SIGNATURE AND DATE OF:

Dated: 3- February 1993

Joni Goldyn
Joni Goldyn, Plaintiff
Class Representative

Dated: 3 Feb. ,1993

Collette Largent
Collette Largent, Plaintiff
Class Representative

Dated: 3- February 1993

Virginia Darling
Virginia Darling, Plaintiff
Class Representative

Dated: 3 February ,1993

Glenda Dillard
Glenda Dillard, Plaintiff
Class Representative

Dated: Feb. 3 ,1993

Kathleen Noneman
Kathleen Noneman,
Counsel for Plaintiffs

Dated: Feb 3 ,1993

Terry Keyser-Cooper
Terry Keyser-Cooper,
Counsel for Plaintiffs

Dated: Feb 3 ,1993

Marc P. Cardinalli
Marc P. Cardinalli,
Counsel for Defendants

Dated: Feb 3, ,1993

Miles E. Long
Miles E. Long, Warden-NWCC
on behalf of the
Nevada Department of Prisons