

EXHIBIT "1"

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Inmates of the Northumberland
County Prison, through Scott Collins,
et al.

Plaintiffs

v.

Ralph M. Reish, in his official capacity
as Warden of the Northumberland
County Prison, et al.

Defendants

CIVIL NO. 4:08-CV-00345

JUDGE JOHN E. JONES, III

COMPLAINT FILED: 2/25/08

SETTLEMENT AGREEMENT

I. Background

This Section 1983 class action was brought on behalf of Northumberland County Prison inmates to enjoin an array of alleged systemic conditions and practices that were alleged to violate the constitutional rights of the inmates. Grounded on the Eighth and Fourteenth Amendments to the United States Constitution, the pleadings complained of deficiencies in the provision of medical, dental and mental health; inadequate heating, poor ventilation, significant insect infestations, and serious fire hazards in the housing units; oppressive conditions and practices in the institution's wet and dry basement cells; overcrowding in the male segregation unit and in the women's dormitory; the denial of outdoor recreation for segregated male inmates; the shackling of segregated male prisoners during recreation; unduly harsh disciplinary bunk-restriction practices in the women's dormitory; the allocation of less outdoor recreation time for general population female inmates than that afforded to general population male prisoners; discriminatory disparities between the male and female outdoor recreation yards; and practices/procedures associated with the use of four-point restraints and the institution's restraint chair. In

conjunction with these allegations, the plaintiffs sued Northumberland County; Northumberland County Prison Board members (Frank Sawicki, Vinny Clausi, Kurt Masser, Anthony Rosini, Charles Erdman, Robert Sacavage, and Chad Reiner) in their official capacities; and the Warden of the Prison (Ralph Reish) in his official capacity, requesting declaratory and injunctive relief to remedy the asserted systemic violations. No claims for monetary damages were pursued against any of the defendants. Pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Court certified a global class consisting of all current and future inmates of the Prison as well as two sub-classes: one consisting of all current and future male inmates to challenge a policy that denied segregated male inmates outdoor recreation and required them to be handcuffed when engaging in recreation; the other, encompassing all current and future female inmates challenging the bunk restriction policy operating in the women's dormitory.

Since the inception of this litigation, the defendants have disputed plaintiffs' allegations, denied any wrongdoing or liability of any kind to the named plaintiffs or class members, and were prepared to contest the various claims on the merits. However, after they and the plaintiffs engaged in extensive discovery, argued a series of contentious motions, and otherwise proceeded along an adversarial course toward trial, the parties jointly concluded in the spring of 2010 that achieving a fair and reasonable settlement would be in their best interest by avoiding the time, expense, and inherent uncertainties of further protracted litigation and resolving finally and completely all pending and potential claims for declaratory or injunctive relief related to this controversy. Over the ensuing months, substantial adversarial settlement negotiations within the framework of the Middle District's mediation program were conducted, under the immediate supervision of attorney Joseph Barrett, the program's director. These efforts have resulted in an agreement which the parties believe offers substantial benefits to class members; is fair,

reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of civil Procedure; and warrants Court approval.

Because the parties have concluded that a settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation and that it is in their respective interests to resolve finally and completely all pending and potential claims for declaratory and injunctive relief by the named plaintiffs, the class representatives and all class members related to the matters involved in this litigation, the defendants and the plaintiffs (individually and on behalf of all class members) agree to the following terms embodied in Sections II through XI of this settlement document.

This Settlement Agreement is made and entered into by and among the County defendants and plaintiffs, individually, and on behalf of a class of similarly situated persons.

II. Claims-Related Settlement Terms¹

Medical

1. There shall be six (6) hours per week of on-site physician, physician assistant, or certified nurse practitioner coverage at the Prison at the current average daily population level of 200 or fewer inmates.
2. If, in the future, the average daily inmate population at the facility increases to 201 or more inmates for six (6) consecutive months, on-site physician/physician assistant/nurse practitioner coverage shall be increased to seven (7) hours per week.

¹ A list of definitions related to these and the other terms of this agreement is attached to and incorporated as Exhibit "A".

3. On-site physician/physician assistant/certified nurse practitioner coverage shall remain seven (7) hours per week (following an upward adjustment) unless the average daily population falls below 201 inmates for three (3) consecutive months, at which point on-site coverage shall revert to six (6) hours per week and continue at that level unless and until the ADP increases to 201 or more for six consecutive months, at which point on-site coverage shall, again, increase to seven (7) hours per week.
4. The adjustments prescribed in paragraph Nos. 2 and 3 shall be repeated if the average daily population either rises above or falls below the established thresholds in the future, for the prescribed number of consecutive months.
5. The physician/physician assistant/certified nurse practitioner shall remain on-site beyond the prescribed hours until all inmates scheduled to be seen/evaluated by physician/physician assistant/certified nurse practitioner on a given day have been seen/evaluated.
6. Physician/physician assistant/certified nurse practitioner may leave early on a given day, provided that all scheduled inmates have been seen and no other medical services by the physician/physician assistant/certified nurse practitioner are needed. However, they shall remain on-call and be available to return to the Prison should the need arise.
7. In addition to on-site coverage, the Prison's physician/physician assistant/certified nurse practitioner shall be on-call seven (7) days a week, 24 hours a day for emergency situations.
8. Physician/physician assistant/certified nurse practitioner sick call for all inmates, shall occur in the Prison's medical office.

9. There shall be a full-time registered nurse on-site at the Prison 40 hours per week, taking into account normal vacation days, sick days and holidays.
10. The RN shall be on-site Monday through Friday, taking into account normal vacation days, sick days and holidays.
11. A physician shall be the Prison's medical director.
12. A registered nurse shall be the Prison's contract administrator and, in that capacity, responsible for administering the institution's medical department, supervising the Prison's licensed practical nurses, and overseeing the maintenance of inmate medical records.
13. There shall be a minimum of one (1) Licensed Practical Nurse on-site seven (7) days per week during each of the first two work shifts.
14. An intake medical screening of newly admitted inmates shall be conducted within four (4) hours of an inmate's admission to the Prison by corrections officers who have been trained to conduct such screenings.
15. An intake medical screening of newly admitted inmates shall be conducted within 24 hours of an admission by an LPN or other qualified medical personnel.
16. A registered nurse or an on-site physician/physician assistant/certified nurse practitioner shall conduct a comprehensive health assessment (physical examination) of each inmate within fourteen (14) days of the inmate's arrival. The assessment shall include a medical history/physical as well as a mental health component. In the event this evaluation

identifies a medical or mental health condition that requires treatment, an appropriate therapy regimen shall be initiated in accordance with accepted protocols.

17. Nurse's sick call for general population inmates shall be conducted a minimum of three (3) days a week.
18. Nurse's sick call for disciplinary and administrative custody inmates shall be conducted a minimum of one (1) day a week.
19. If a disciplinary or administrative custody inmate submits a sick call request at a time when nurse's sick call is not scheduled for segregated prisoners and the request concerns a condition that, in the medical department's clinical judgment, should be seen prior to the next scheduled sick call, the inmate shall be seen by medical personnel within a reasonable time after submission of the request.
20. Nurse's sick call for general population inmates shall occur in the Prison's medical office.
21. Nurse's sick call for disciplinary and administrative custody inmates shall occur in a confidential setting.
22. Corrections officers (including supervisory-level officers) may not make entries in inmate medical charts.
23. Corrections officers (including supervisory-level officers) may not distribute prescription medications to inmates except in an emergency situation when a nurse is not available or is not on-site. Only medical personnel may distribute prescription medications in the absence of such an emergency. In an emergency situation, only a supervisory-level

officer may distribute prescription medications and, then, only be pursuant to a prescription ordered by a physician, physician's assistant, or nurse practitioner.

24. Newly admitted inmates shall be evaluated by medical staff with respect to their prescription needs and prescription medications. Prescription medications which are determined to be medically reasonable and necessary shall be provided within a reasonable time after an inmate's admission to the Prison. Only the Prison's physician, physician assistant, or certified nurse practitioner may determine, through the exercise of medical judgment, whether prescription medication is medically reasonable and necessary. A nurse (or any non-medical staff member) may not make the determination.
25. The fact that an inmate was non-compliant with prescribed medication prior to admission to the Prison shall not, necessarily (in and of itself), be a reason for not providing the same or other medicine to the inmate. In these circumstances, if the medication at issue is psychotropic, the Prison psychiatrist shall determine, through the exercise of medical judgment, whether or not to prescribe the same or substitute medication to the inmate. If the medication is non-psychotropic, a physician, physician assistant, or certified nurse practitioner shall determine, through the exercise of medical judgment, whether or not to prescribe the same or substitute medication to the inmate. Neither a nurse nor any non-medical staff member may make this determination.
26. The fact that an inmate has deceptively not taken prescription medication at the Prison (by hiding the medicine in his tongue, cheek, hand, or elsewhere) shall not, necessarily (in and of itself), be the reason for not providing the same or other medicine to the inmate. In this circumstance, if the medication at issue is psychotropic, the Prison

psychiatrist shall determine, through the exercise of medical judgment, whether or not to prescribe the same or substitute medication to the inmate. If the medication is non-psychotropic, a physician, physician assistant, or certified nurse practitioner shall determine, through the exercise of medical judgment, whether or not to prescribe the same or substitute medication to the inmate. Neither a nurse nor any non-medical staff member may make the determination whether medication under these circumstances should be discontinued.

27. The Prison's medical department shall maintain written policies and protocols related to the provision of medical care at the Prison. Such policies and protocols shall encompass admission evaluations; the timely provision of prescription medications to newly admitted inmates; nursing functions and responsibilities; the conduct of nurse's and physician/physician assistant sick call; emergency care; admissions to outside hospitals; the monitoring and treatment of chronic/acute medical conditions and other matters.
28. Locked medical request slip boxes shall be maintained in the respective housing units for the submission of inmate medical/dental/mental health related requests. The boxes shall be accessible only to members of the medical department to ensure the confidentiality of the content of such requests.
29. Inmate medical records shall be filed and organized by categories of documents in accordance with a medical department protocol utilizing a standardized format.
30. Correction officers and other non-medical personnel ordinarily may not have access to inmate medical records. However, in the event of a medical emergency, the Warden and/or his designee(s), not below the level of the warden's administrative staff, and the

shift commander may have access to medical records when needed to address/respond to the emergency, complaint, or administrative grievance. In an event of a grievance and/or complaint, the Warden and/or his designee, not below the level of the warden's administrative staff, and shift commander may have access to medical records when needed in order respond to the inmate's complaint or administrative grievance.

31. The institution shall maintain a sanitary, well-lighted examination room for use by the Prison's physician/physician assistant/certified nurse practitioner and nurses, and the room shall be equipped with an examination table.
32. In the event an inmate's medical condition requires placement in an infirmary setting, the inmate shall be transferred to an appropriate medical facility or to another corrections facility that has an infirmary.
33. Sufficient up-to-date (non-expired) medications for use in medical emergencies shall be stored in the Prison in a sanitary, well-lighted setting.
34. Inmates with active tuberculosis or other serious airborne communicable diseases shall promptly be transferred to an appropriate medical facility and or to another correctional facility which has a suitable means of isolating such prisoners.
35. The inmate handbook shall describe the medical services available to prisoners and how inmates can access the services. It shall be distributed to inmates at the time of their admission.

36. An in-house quality review process for the provision of medical care at the Prison shall be maintained in accordance with the provisions in the contract between Northumberland County and the Prison's medical provider.

Mental Health

37. There shall be four (4) hours per week of psychiatrist coverage at the Prison at the current average daily population level of 200 or fewer inmates. The Prison may satisfy this requirement through a telemedicine hook-up between the psychiatrist and the institution.
38. If, in the future, the average daily inmate population at the facility increases to 201 or more inmates for six (6) consecutive months, psychiatrist coverage shall be increased to five (5) hours per week.
39. Psychiatrist coverage shall remain five (5) hours per week (following an upward adjustment) unless the average daily population falls below 201 inmates for three (3) consecutive months, at which point the coverage shall revert to four (4) hours per week and continue at that level unless and until the ADP increases to 201 or more for six consecutive months, at which point on-site coverage shall, again, increase to five (5) hours per week.
40. The adjustments prescribed in paragraph Nos. 38 and 39 shall be repeated if the average daily population either rises above or falls below the established thresholds in the future, for the prescribed number of consecutive months.

41. In addition to the above, a psychiatrist shall be available to consult with the Prison's medical staff or the Prison's licensed mental health professional in the event a mental health emergency occurs when a telemedicine session is not taking place.
42. A full-time licensed mental health professional shall be employed, 40 hours per week, Monday through Friday. This position shall require no less than a Bachelor's degree.
43. A mental health screening and suicide risk assessment shall be conducted at the time of the receiving medical screening by a qualified corrections officer.
44. Written policies and protocols related to the provision of mental health care at the prison shall be maintained. The policies and protocols shall encompass mental health screenings for newly admitted inmates; assessments by the licensed mental health professional; delineation of the psychiatrist's and licensed mental health professional's responsibilities; procedures to assure the timely provision of psychotropic medications to newly committed inmates; the conduct of nurse's sick calls; emergency mental health care; 302-304 commitments to outside psychiatric facilities; the monitoring and treatment of psychiatric conditions; and other matters related to the provision of mental health care to inmates.
45. The inmate handbook shall describe the mental health services available to prisoners and how inmates can access the services. It shall be distributed to inmates at the time of their admission.
46. An in-house quality review process for the provision of mental health care at the Prison shall be maintained in accordance with the provisions in the contract between Northumberland County and the Prison's medical provider.

Dental

47. The intake medical screening as well as the 14-day physical examination specified above shall include a dental component.
48. If an inmate seen by an LPN at sick call for an asserted dental problem disagrees with the nurse's assessment/determination regarding the asserted problem, the inmate may submit a sick call request to be re-evaluated by a registered nurse and shall be seen by an RN within a reasonable amount of time.
49. When clinically indicated, an inmate with serious dental problems shall be referred by Prison medical personnel to a dentist within a reasonable period of time.
50. The Prison shall not have an "extraction only" policy/practice with respect to the treatment of inmates with dental problems.
51. There shall not be a policy/practice of a non-dental professional routinely prescribing multiple cycles of antibiotics and/or pain medication for dental abscesses and other dental problems associated with infections or pain.
52. The Prison may, at its discretion, maintain a dental office on-site for treatment of inmate dental problems.
53. If the Prison maintains an on-site dental office for the treatment of inmates, the office shall be adequately lighted, sanitary, and equipped in a manner that complies with all relevant health and safety codes for dental offices.

54. The inmate handbook shall describe the dental services available to prisoners and how inmates can access the services. It shall be distributed to inmates at the time of their admission.

Basement Cells

55. An inmate may not be mechanically restrained in a basement cell for purposes of punishment. An inmate may only be mechanically restrained in a basement cell for reasons of safety when the inmate is either a danger to himself/herself or poses a danger to others if not so restrained. The specific, fact-based, reason(s) for the application of restraints to an inmate in a basement cell to be documented.
56. A standard Prison blanket shall be provided to all inmates confined in the basement cells within a reasonable amount of time after being placed in the cell unless an inmate is deemed to be suicidal. A suicide prevention blanket shall be provided to inmates who are deemed to be suicidal.
57. A mattress shall be provided to all inmates confined in the basement cells within a reasonable amount of time after being placed in the cell--with the exception of inmates who would be at risk of suicide if given a mattress. If suicidal, an inmate shall be provided with two (2) security blankets, one of which to be used in lieu of a mattress.
58. As a matter of policy and practice, inmates may be dressed in a smock at the inception of their confinement in the basement cells. Approximately four (4) hours after being placed in the cell, an inmate shall be given regular institutional clothing unless the shift commander determines that the inmate would pose a threat to himself/herself should full-

clothing be provided. That and any subsequent determinations that an inmate would pose a threat to himself/herself should full-clothing be provided shall be documented in writing. In the event a shift commander initially determines that a danger of self-harm exists from clothing, a shift commander shall re-assess the matter every four (4) hours and shall order the provision of regular institutional clothing when it is determined that the danger of self-harm no longer exists. The date and time an inmate has been provided regular institutional clothing (whether approximately four hours after the initial placement or at a later time) shall be documented.

59. No more than two (2) inmates may be housed together in each of the basement cells except in emergency situations requiring the temporary placement of additional inmates in the cells until arrangements can be made to house the additional inmate(s) either elsewhere in the Prison or in another institution. The existence of an "emergency situation" shall be documented and supported with fact-based reason(s).

60. Each of the basement cells shall be equipped with a bed that complies with the specifications of Title 37, Section 95.229 of the Pennsylvania Code. If more than one inmate is confined in a basement cell, an appropriate elevated sleeping surface (such as a cot) shall promptly be provided to each additional inmate after the additional inmate or inmates (in the event of an emergency) have been confined in the cell for four (4) hours.

61. Inmates confined in the basement cells shall be given an opportunity to maintain personal hygiene by having access to a shower facility three (3) times per week.

62. Water to the sink and toilet of the Wet Cell may be controlled by officers from outside the cell. However, water shall be turned on by an officer within a reasonable amount of time after an inmate who needs to use the sink or toilet has requested that it be turned on.
63. Inmates confined in the Dry Cell who need to use a toilet or a sink shall be taken to a toilet/sink within a reasonable amount of time after requesting access to them.
64. The Prison shall maintain a written policy stating the criteria for admission to, discharge from, and practices associated with utilization/operation of the basement cells.
65. The incident/behavior leading to an inmate's placement in a basement cell shall be described in detail in a written report.
66. The behavior of inmates who are confined in the basement cells shall be factually described by monitoring officers at a minimum of 30 minute intervals.
67. Inmates with psychiatric problems who are placed in a basement cell shall be seen and evaluated by the Prison's licensed mental health professional within a reasonable amount time after the placement when the licensed mental health professional is on duty. If the placement occurs when the licensed mental health professional is not on duty, such inmates shall be seen and evaluated within a reasonable amount of time after the licensed mental health professional comes on duty. In addition, the licensed mental health professional shall see/evaluate inmates confined in a basement cell when there is a clinical need to do so. Evaluations encompassed by this paragraph shall be documented.
68. All inmates who are confined in the basement cells are to be seen/evaluated by a nurse within two (2) hours after being confined in the cell, when a nurse is on duty, and such

evaluations are to be documented. When a nurse is not on duty at the time of placement, an inmate shall be seen/evaluated within one (1) hour after nurse comes on duty.

69. All planned cell extractions of inmates from the Prison's housing units, transportations of inmates associated with such extractions, placements in the basement cells, and releases from the basement cells shall be video recorded and the recordings shall be preserved for a minimum of two (2) years after the placement.

Cell 3

70. An inmate may not be mechanically restrained in Cell 3 for purposes of punishment. An inmate may only be mechanically restrained in Cell 3 for reasons of safety when the inmate is either a danger to himself/herself or poses a danger to others if not so restrained. The specific, fact-based, reason(s) for the application of restraints to an inmate in Cell 3 to be documented.
71. A standard Prison blanket shall be provided to all inmates confined in Cell 3 within a reasonable amount of time after being placed in the cell unless an inmate is deemed to be suicidal. A suicide prevention blanket shall be provided to inmates who are deemed to be suicidal.
72. A mattress to be provided to all inmates confined in Cell 3 within a reasonable amount of time after being placed in the cell--with the exception of inmates who would be at risk of suicide if given a mattress. If suicidal, an inmate shall be provided with two (2) security blankets, one of which to be used in lieu of a mattress.
73. As a matter of policy and practice, inmates may be dressed in a smock at the inception of their confinement in Cell 3. Approximately four (4) hours after being placed in the cell,

an inmate shall be given regular institutional clothing unless the shift commander determines that the inmate would pose a threat to himself/herself should full-clothing be provided. That and any subsequent determinations that an inmate would pose a threat to himself/herself should full-clothing be provided shall be documented in writing. In the event a shift commander initially determines that a danger of self-harm exists from clothing, a shift commander shall re-assess the matter every four (4) hours and shall order the provision of regular institutional clothing when it is determined that the danger of self-harm no longer exists. The date and time an inmate has been provided regular institutional clothing (whether approximately four hours after the initial placement or at a later time) shall be documented.

74. No more than two (2) inmates may be housed together in Cell 3 except in emergency situations requiring the temporary placement of additional inmates in the cell until arrangements can be made to house the additional inmate(s) either elsewhere in the Prison or in another institution. The existence of an "emergency situation" shall be documented and supported with fact-based reason(s).
75. Cell 3 shall be equipped with a bed that complies with the specifications of Title 37, Section 95.229 of the Pennsylvania Code. If more than one inmate is confined in Cell 3, an appropriate elevated sleeping surface (such as a cot) shall promptly be provided to each additional inmate after the additional inmate or inmates (in the event of an emergency) have been confined in the cell for four (4) hours.
76. Inmates confined in Cell 3 shall be given an opportunity to maintain personal hygiene by having access to a shower facility three (3) times per week.

77. Water to the sink and toilet of Cell 3 may be controlled by officers from outside the cell. However, water shall be turned on by an officer within a reasonable amount of time after an inmate who needs to use the sink or toilet has requested that it be turned on.
78. The Prison shall maintain a written policy stating the criteria for admission to, discharge from, and practices associated with utilization/operation of Cell 3.
79. The incident/behavior/reason leading to an inmate's placement in Cell 3 shall be described in detail in a written report.
80. The behavior of inmates who are confined in Cell 3 shall be factually described by a monitoring officer at a minimum of 30-minute intervals.
81. Inmates with psychiatric problems who are placed in Cell 3 shall be seen and evaluated by the Prison's licensed mental health professional within a reasonable amount time after the placement when the licensed mental health professional is on duty. If the placement occurs when the licensed mental health professional is not on duty, such inmates shall be seen and evaluated within a reasonable amount of time after the licensed mental health professional comes on duty. In addition, the licensed mental health professional shall see/evaluate inmates confined in Cell 3 when there is a clinical need to do so. Evaluations encompassed by this paragraph shall be documented.
82. All inmates who are confined in Cell 3 are to be seen/evaluated by a nurse within two (2) hours after being confined in the cell, when a nurse is on duty, and such evaluations are to be documented. When a nurse is not on duty at the time of placement, an inmate shall be seen/evaluated within one (1) hour after nurse comes on duty.

83. All planned cell extractions of inmates from the Prison's housing units, transportations of inmates associated with such extractions, placements in Cell 3, and releases from Cell 3 shall be video recorded and the recordings shall be preserved for a minimum of two (2) years after the placement.
84. There shall be an eye-level clear window in Cell 3 door to enable inmates confined in the cell to see out of it and officers to see into it.
85. There shall be an audio device in Cell 3 to enable inmates confined in the cell to initiate contact with and communicate with corrections officers outside the cell.
86. Cell 3 shall be equipped with a camera to enable the Prison's control officer to visually monitor inmates who are confined in the cell.

Four-Point Restraints/Restraint Chair

87. The use of four-point restraints/a restraint chair may only be used as authorized by the Warden or his designee (a shift commander or other supervisor level member of the Prison staff) to provide safe containment of an inmate exhibiting uncontrollable behavior, exhibiting violent propensities, or exhibiting uncooperative behavior that threatens the security/good order or operations of the institution. Such restraints may only be used when other control techniques such as officer presence, verbal commands, and soft hand have not been effective.
88. An inmate may not be placed directly on a bed frame when confined in four-point restraints. There must be a mattress between the inmate and the frame.

89. The incident/behavior leading to an inmate being four-pointed/placed in restraint chair shall be described in a narrative report.
90. A blanket shall be offered within reasonable amount of time to all inmates confined in four-point restraints/restraint chair during cold weather months and, if the offer is accepted, provided at that point.
91. Inmates confined in four-point restraints/restraint chair shall be seen/evaluated by a nurse within four (4) hours after being placed in restraints (when a nurse is on duty) and such evaluations shall be documented in the inmate's medical records and a restraint log sheet (describing inmate's behavior while in restraints). If a nurse is not on duty when an inmate is placed in restraints, a nurse shall see/evaluate restrained inmate within one (1) hour after coming on duty.
92. Inmates confined in four-point restraints/restraint chair shall be seen/evaluated daily by the licensed mental health professional during the regular work week, taking into account normal vacation days, sick days and holidays.
93. A shift commander or supervisor level designee shall evaluate an inmate in four-points/restraint chair at least once every two (2) hours in order to determine whether the inmate can be released from the four-points/ restraint chair.
94. All planned cell extractions of inmates from the Prison's housing units, movement of inmates associated with such extractions, placements in four-points/restraint chair, and releases from restraints shall be video recorded and the recordings shall be preserved for a minimum of two (2) years after the placement.

95. An inmate may not be placed in four-point restraints/restraint chair if medically contraindicated.

96. Four-point restraints may only be utilized when the Prison's restraint chair or chairs are already occupied.

Environmental Conditions in Housing Units

97. Air tempering units shall be installed and maintained in the Prison's housing units to reduce the heat and humidity in the units during the warm weather months and to increase air flow circulation in the housing areas.

98. An adequate heating system shall be operated and maintained in the Prison to enable all housing units and areas thereof to be sufficiently heated during the cold weather months.

99. An outside exterminator shall inspect and treat the Prison's facilities (including the interiors of the respective housing units) for insects and other vermin on at least a monthly basis.

100. A description of the exterminator's services shall be documented in the outside exterminator's monthly invoices.

Fire Safety

101. Standpipes shall be installed to service each of the Prison's housing units.

102. The tripping hazard created by elevated pipes near the Right Wing cell block shall be eliminated.

Segregated Male Inmates

103. Male inmates segregated for disciplinary or administrative purposes may not be triple-celled in the facility's standard-size cells. A maximum of two (2) inmates may be housed in such cells.
104. When cells larger than the facility's standard size cells are used to segregate inmates for disciplinary or administrative purposes, the maximum number of inmates housed in such cells shall be based on an allotment of a minimum of 35 square feet of unencumbered floor space per inmate.
105. Inmates segregated for disciplinary or administrative purposes shall be provided one (1) hour of out-of-cell recreation five (5) days a week. The recreation shall be outdoors (weather permitting) or indoors (during inclement weather).
106. Time allotted to segregated inmates for showers (3 times a week) and for telephone calls (when phone calls for an inmate have been permitted or approved) may not be deducted from the prescribed one hour of recreation.
107. Segregated inmates who refuse/decline to participate in recreation on any given day may not be denied showers or phone calls (if a shower/phone call was otherwise approved) for doing so.
108. Segregated inmates, at the time of placement in segregation and throughout their segregation, shall be classified by the Prison administration as either "non-violent" or "violent" for out-of-cell recreation purposes.

109. The classification of "non-violent" or "violent" shall be based upon written criteria established by the Prison administration to identify inmates with violent propensities.
110. Segregated inmates classified as "non-violent" may not be handcuffed, waist chained, boxed, or leg-shackled during out-of-cell recreation.
111. Segregated inmates classified as "violent" may be handcuffed, waist chained, boxed and leg-shackled during out-of-cell recreation with the exception of the periodic days of unencumbered recreation specified in paragraph 113.
112. Segregated inmates who are classified as "violent" shall have outdoor and indoor recreation separate from non-violent segregated prisoners and general population inmates.
113. Segregated inmates classified as "violent" shall be reviewed by the warden every 30 days to determine if that classification shall continue. If the "violent" classification is continued, the warden shall record in writing the reasons for continuing that classification. In the event an inmate is classified for 90 consecutive days as "violent", he shall be permitted to have one (1) hour of recreation every other week without restraints unless the inmate has either threatened or exhibited violent behavior during the preceding/intervening thirty (30) days.
114. The Prison's administrative good time credit program as a means of reducing the disciplinary time served by inmates who are well-behaved while in segregation shall continue.

115. The Prison's licensed mental health professional shall evaluate all inmates confined in segregation four (4) months or longer. The initial assessment shall occur approximately 120 days after an inmate's placement in segregation and at 60 day intervals thereafter until the inmate's release from segregation.

Claims Specific to Female Inmates

116. A maximum of 28 inmates may be housed in the female dormitory.
117. A small day room shall be established in the former Trustee Quarters. Upon completion of this and other renovations, a maximum of 12 inmates may be confined in the Trustee Quarters.
118. High security inmates may not be housed in the female dormitory or in the former Trustee Quarters.
119. The Prison's administrative good time credit program as a means of reducing the disciplinary time served by inmates who are well-behaved while on bunk restriction shall continue.
120. Inmates on disciplinary bunk restriction status shall have one (1) hour of recreation, five (5) days a week. Recreation shall be outdoors (weather permitting) or indoors (during inclement weather).
121. The time allotted to disciplinary bunk restriction inmates for showers three (3) times a week and for approved telephone calls may not to be deducted from the prescribed one (1) hour of recreation.

122. General population female inmates shall have two (2) hours of recreation per day, seven (7) days a week. Recreation shall be outdoors (weather permitting) and indoors (during inclement weather).
123. The outdoor recreation yard utilized for female inmates shall continue to have a basketball hoop and volleyball net to enable inmates to engage in those activities during outdoor recreation.
124. Disciplinary inmates who refuse/decline to participate in recreation on any given day may not be denied showers or phone calls (if a shower/phone call was otherwise approved) for doing so.
125. Inmates serving disciplinary time on bunk restriction may not be handcuffed or shackled while engaging in recreation.
126. Inmates on bunk restriction shall routinely be permitted to leave their bunks during the course of the day to stand or walk within a six (6) foot perimeter from their bunks or, at their option, to sit on chairs next to their bunks.
127. Inmates on bunk restriction shall be permitted, at their option, to eat meals while sitting in chairs rather than on their bunks.
128. The Prison's licensed mental health professional shall evaluate all inmates confined on bunk restriction for 120 days or longer. The initial assessment shall occur approximately 120 days after placement on bunk restriction and at 60 day intervals thereafter until the inmate's release from that status.

III. Implementation Schedule

129. The provisions embodied in paragraphs 1 through 128 shall be implemented within ninety (90) days after the Court approves the settlement agreement, with the exception that the standpipes described in paragraph 101 above shall be installed within ninety (90) days of the appropriate water service being installed by the municipal authorities to allow for same.

IV. Post-Settlement Monitoring

130. There shall be a fifteen (15) month monitoring period.

131. Approximately six (6) months after the court approves the settlement, after reasonable written advance notice is provided to defendants, class counsel and their paralegal shall be permitted to tour all housing areas of the Prison (Right and Left Wings, female dormitory, former Trustee Quarters, Work Release quarters, basement cells); the female recreation yard; and the medical and dental offices to confirm that settlement provisions related to these facilities have been implemented/complied with.

132. During the tour, class counsel and their paralegal shall be permitted to take photographs of facilities and to elicit information from the Warden, shift commanders, lower level officers, and medical/mental health personnel related to implementation of settlement agreement items. All questions shall be in presence of defense counsel or their designated representatives. No answers to questions may be used by plaintiffs in the framework of any settlement agreement enforcement proceedings, should any such proceedings occur. During the tour, class counsel shall inform the Warden or the

Warden's representative prior to taking a given photograph what they intend to photograph and a photograph may not be taken if doing so would jeopardize the safety/security of the institution.

133. In conjunction with the tour, class counsel and their paralegal shall be permitted to review documents to confirm whether provisions of agreement have been implemented/complied with. The document review shall be subject to the same court approved confidentiality agreement that was in effect during the discovery phase of this case.

134. The document review shall encompass the following materials:

- All policies in effect at the Prison related to settlement agreement provisions (issued by Prison administration, the County, PrimeCare, or other persons/entities)
- Supervisor Logbooks spanning the six month period
- Incident Report volumes spanning the six month period
- Misconduct Report volumes spanning the six month period
- Documents related to all basement cell confinements during the six month period (incident reports, misconduct reports, monitoring check sheets, medical records when relevant, licensed mental health professional evaluations when relevant, etc.)
- Documents related to all Cell 3 confinements during the six month period (incident reports, misconduct reports, monitoring check sheets, medical records when relevant, licensed mental health professional evaluations when relevant, etc.)
- A maximum of 100 randomly selected inmate medical records (for inmates confined in the Prison during the six month period)
- A maximum of 25 randomly selected inmate mental health evaluations prepared by the Prison's licensed mental health professional during the six month period

- Reports and other documents associated with the in-house medical quality reviews conducted at the Prison during the six month period
- The institutional, medical and mental health records of all inmates placed in four-point restraints or the restraint chair during the six month period
- The institutional records (including misconduct and incident reports) of all segregated inmates classified as "violent" for purposes of recreation during the six month period
- All *Visitor Registers* or other documents reflecting the appearances at the Prison physician/physician assistant/certified nurse practitioner during the six month period
- All daily inmate cell assignment/occupancy lists for the six month period
- All documents related to the installation of air tempering units and other improvements in reducing heat and humidity and improving air circulation in the housing areas during the warm weather months
- All documents related to improvements in the distribution of heat in the housing areas during the cold weather months
- All invoices submitted by the Prison's dentist related to treatment services at the institution for the six month period
- All invoices and other documents submitted by Prison's pest exterminator related to treatment services at the institution for the six month period
- All reports and other documents related to the conduct of fire drills at the Prison during the six month period
- All inmate grievances/grievance decisions related to the settlement items for the six month period
- All inspection certification documents for the six month period for fire extinguishers located in the Prison

135. Approximately twelve (12) months after the court approves the settlement, a tour comparable to the tour described in paragraphs 131 and 132 shall be repeated.
136. In conjunction with this second tour, a document review comparable to the document review described in paragraphs 133 and 134 shall be repeated.

137. There shall be no further tours/reviews except for good cause shown and with approval of the Court.

138. Defendants shall not be required to pay fees/costs/expenses for any of the post-settlement monitoring activities described above. Class counsel, however, reserve the right to petition the Court for fees/costs/expenses associated with post-settlement enforcement activities in the event settlement enforcement activities are undertaken.

V. Attorney's Fees, Costs, and Expenses

139. Within sixty (60) days of the Court's approval of this agreement, Northumberland County shall pay the Pennsylvania Institutional Law Project a total of \$300,000 to cover all of the organization's (and class counsel's) attorney's fees, costs, and expenses associated with this litigation up to and including approval of the settlement agreement. This amount (which is substantially less than half of the fees, costs, and expenses incurred by the Law Project and class counsel up to this point) shall fully satisfy all claims for attorney's fees, costs, and expenses that might otherwise have been submitted by the Law Project/class counsel pursuant to 42 U.S.C. Section 1988, for this time period in the litigation.

VI. Notice to the Class

140. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, members of the Prison staff shall conspicuously post a notice to class members of this proposed settlement in each of the housing units (i.e. the Prison's Right and Left Wings, the Work Release quarters, the female dormitory, and the former Trustee Quarters) as well as in the

Prison's law library. The notice, attached to this agreement as Exhibit "B", shall also be personally provided to all inmates confined in segregation during the time period prescribed by the Court for the submission of objections to the proposed settlement.

141. Class counsel shall mail or otherwise deliver a copy of the notice to each class representative.

VII. Release, Dismissal of Action, and Jurisdiction of the Court

142. The district court, through Judge John E. Jones, III, shall retain jurisdiction over this case until the post-monitoring settlement period has expired, at which time an order shall be entered dismissing this action with prejudice unless the plaintiff object to dismissal and satisfy the Court, by a preponderance of the evidence, that defendants have failed to fully implement or have otherwise not complied with the terms of the settlement. In the event an objection to dismissal is interposed, the defendants shall be afforded an opportunity to present arguments/evidence in opposition to the objection and in favor of dismissal.

143(a). For and in consideration of items agreed to and/or to be provided in paragraphs 1-138 above by or on behalf of defendant Northumberland County; defendant Ralph Reish (Warden of the Northumberland County Prison when this lawsuit originated); and defendants Frank Sawicki, Vinny Clausi, Kurt Masser, Anthony Rosini, Charles Erdman, Robert Sacavage, and Chad Reiner, (members of the Northumberland County Prison Board when this lawsuit originated), each of the named defendants and their affiliates, predecessors, successors and assigns, officers, agents, representatives, insurers and employees (the "Released Persons/Entities") are hereby fully and completely released from any and all claims or causes of action for injunctive or declaratory relief that were, could have been, or should have been asserted by the named

plaintiffs, the class representatives, or any member of the class against them, connected with, arising from, based upon or related to the matters, issues, items, actions, and/or conditions of confinement that are the subject of the complaint and any amended complaint filed in this matter.

143(b). This settlement agreement and release of the Released Persons/Entities includes not only the non-monetary matters described in paragraph 143(a) above, but also any and all claims for attorney's fees, and costs and expenses that have been brought or could be brought pursuant to 42 U.S.C. §1988 up to and including court approval of the settlement and for all work related to post-approval monitoring of the settlement. These claims have been resolved and fully settled and compromised in exchange for the negotiated sum of \$300,000.00 as described under the section entitled "Attorney's Fees, Costs, and Expenses" above. Accordingly, in consideration of the agreement embodied in paragraph 139, the plaintiffs also release the Release Persons/Entities as well as their affiliates, predecessors, successors, assigns, officers, agents, representatives, and employees from any and all claims for attorney's fees, costs and expenses incurred in this action up to and including Court approval of the settlement and for all work related to post-approval monitoring of the settlement.

144. The respective parties do not intend that an alleged violation of this agreement may serve as independent grounds for an individual action by a class member for declaratory, injunctive, or monetary relief. Instead, it is the intention of both parties that any lawsuit filed by a past, current, or future NCP inmate related to the conditions and/or practices encompassed by this agreement must be based on a constitutional or other substantive source of law and that this agreement may not be used in such proceedings for the purposes of establishing liability.

145. The administration and consummation of the settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction

to protect, preserve, and implement the settlement agreement, including, but not limited to, the above described Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the settlement agreement, including, but not limited to, an order enjoining settlement class members from prosecuting the claims for declaratory and injunctive relief that are release pursuant to the Settlement Agreement.

146. Upon the effective date of the Settlement Agreement (i.e. the court's approval of the agreement), an enforcement proceeding shall be the exclusive remedy for any and all alleged violations of the agreement.

VIII. Representations, Warranties, and Covenants

147. Class counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of the plaintiffs, to execute, deliver, and perform this settlement agreement and to consummate all of the transactions contemplated hereby. This settlement agreement has been duly and validly executed and delivered by class counsel and plaintiffs and constitutes their legal valid and binding obligation.

148. Defendants, through their undersigned attorneys, represent and warrant that they have the authority to execute, deliver, and perform this settlement agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by defendants of this agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Northumberland County. This settlement agreement has been duly and validly executed and delivered by defendants and constitutes their legal, valid and binding obligation.

IX. Miscellaneous Provisions

149. This settlement agreement is not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not the agreement is ultimately approved by the Court. Any payment of moneys on behalf of the defendants, or any other action taken, by the defendants pursuant to any provision of this settlement agreement, shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not the agreement is ultimately approved by the Court. Defendants specifically deny any claimed liability, wrongdoing, fault or omission of any kind or type. Defendants also contend that many of the agreed upon terms of this settlement were put into effect and carried out prior to the mediation and execution of this agreement. This provision shall survive the expiration or voiding of the settlement agreement.

150. This agreement is entered into only for purposes of settlement. In the event the Court does not approve it, the agreement shall immediately be canceled and null and void. In that event, no term or condition of the agreement, or any draft thereof, or discussions, negotiations, documentation or other part or aspect of the settlement process shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in this or in any other litigation, and all parties shall be restored to their prior positions as if the mediation had never occurred and the settlement agreement had not been entered into.

151. The headings of the sections and paragraphs of this agreement are included for convenience only and shall not be deemed to constitute part of this agreement or to affect its construction.

152. This agreement may not be modified or amended except in writing signed by all of the parties or their counsel.

153. This construction of this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania governing contracts, without giving effect to any choice or conflict of law provision or rule that would otherwise cause the application of the laws of any other jurisdiction.

154. Except as otherwise provided in this settlement agreement, each party to the agreement shall bear his or its own costs of the litigation.

155. If any clause, provision or paragraph of this settlement agreement shall for any reason be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of the agreement, and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable clause, paragraph, or other provisions had not been contained herein.

156. The Parties to this settlement agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions.

157. All applications for Court approval or Court orders required under this settlement agreement shall be made on reasonable notice to plaintiffs and defendants.

158. The determination of the terms of, and the drafting of, this settlement agreement have been by mutual agreement after negotiation, with consideration by and participation of all

parties. For that reason, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of the agreement, and there was no disparity in bargaining power among the parties. In entering into this agreement, none of the parties relied on advice received from any other party or any other party's counsel.

159. This settlement Agreement and the attached notice to the class constitute the entire, fully integrated agreement among the parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the litigation.

160. Any assertion by class counsel that a provision of the approved settlement has not been timely implemented, has been violated, or has not complied with shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to defense counsel: Frank J. Lavery, Jr., Esquire and Robert G. Hanna, Jr., Esquire of Lavery, Faherty, Young & Patterson, P.C.

161. All written communications from defendants related to the court-approved settlement agreement shall be addressed to class counsel: Jennifer Tobin, Esquire and Jere Krakoff, Esquire at the Pennsylvania Institutional Law Project's office in Philadelphia and may be sent by ordinary mail or by email.

162. Any disputes regarding the terms, conditions, rights, obligations, and/or compliance with of the court-approved settlement agreement shall first be submitted to mediation within the framework of the Court's mediation program. Only if mediation fails, may the court be asked to resolve any remaining issues or disputes.

X. Required Events

163. Promptly after execution of this settlement agreement:

(a) Class Counsel and defendants' counsel shall use their best efforts to obtain Court approval of the settlement. Toward that end, the parties shall jointly move for entry of an order approving the settlement and will use their best efforts, consistent with the terms of this agreement, to promptly obtain a final settlement.

(b) In the event that the Court declines to approve the settlement, class counsel and defendants' counsel shall use their best efforts, consistent with this agreement, to cure any defects identified by the Court. However, in no event shall defendants be required to agree to any such cure that would increase the cost or burden on them.

(c) The parties acknowledge that prompt approval, consummation, and implementation of the settlement set forth in this agreement are essential. As such, they shall cooperate with each other in good faith to carry out the purposes of and effectuate the agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of the agreement and the transactions contemplated hereby. Any disputes regarding the parties' obligations under this paragraph shall first be submitted to Mediator Joseph Barrett or his successor (within the framework of the district court's mediation program) for a decision, and, only if necessary, may be submitted to the Court for its decision related to the dispute.

XI. Objections By Settlement Class Members


164. As described in the proposed Notice to the Class (Exhibit "B"), any class member confined in the Prison shall have a right (if he or she chooses) to submit written objections to the proposed settlement within the time frame established by the Court stating why he/she believes the settlement is not fair, reasonable, and adequate.

165. All written objections to the pending settlement agreement must be mailed by an objecting class member to class counsel Jennifer Tobin in care of the Pennsylvania Institutional Law Project, 718 Arch Street, Suite 304 South, Philadelphia, PA 19106.

166. Class counsel shall, in turn, forward the originals of all objections to the Court and copies of all objections to the attorneys representing the defendants.

167. Five (5) copies of proposed settlement agreement shall be available in each of the Prison's Housing Units as well as in the Prison Law Library to review, upon request.

IN WITNESS WHEREOF, plaintiffs and defendants through their respective counsel have executed this settlement agreement on the date(s) indicated on the lines below.



Jennifer J. Tobin, Esquire
Jere Krakoff, Esquire
Pennsylvania Institutional Law Project
718 Arch Street, Suite 304 South
Philadelphia, PA 19106
(215) 925-2966 – telephone
jtobin@pailp.org
Counsel for and on behalf of plaintiffs

Date: February 8, 2011

Robert G. Hanna, Jr.

Date: 2-14-11

Robert G. Hanna, Jr., Esquire
Frank J. Lavery, Jr., Esquire
Lavery, Faherty, Young & Patterson, P.C.
225 Market Street, Suite 304
PO Box 1245
Harrisburg, PA 17108-1245
(717) 233-6633 – telephone
flavery@laverylaw.com
rhanna@laverylaw.com
Counsel for and on behalf of defendants

EXHIBIT "A"

EXHIBIT "A" - DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Class Counsel. A Class Counsel shall mean: Jere Krakoff, Esquire and Jennifer Tobin, Esquire of the Pennsylvania Institution Law Project.

B. Class Notice. Class Notice shall mean the Court-approved form of notice in substantially the same form as Exhibit B.

C. Class Representatives. Class Representatives shall mean the following present or former Inmates of the Northumberland County Prison: Scott Collins, Roman Brady, Jeremy Elsesser, Michael Wetzel, Hasson Lindsey, Joseph Bowers, Kelcie Williams and Sonya Wyland.

D. Class Settlement. Class Settlement shall mean the terms provided in this Settlement Agreement.

E. Court. Court shall mean the United States District Court for the Middle District of Pennsylvania, the Honorable John E. Jones, III presiding, or his duly appointed or designated successor.

F. Defendants. Defendants shall mean Northumberland County, Pennsylvania, Warden Ralph Reish, in his official capacity as Warden of the Northumberland County Prison, County Commissioners Frank Sawicki, Vinny Clausi and Kurt Masser; District Attorney, Anthony Rosini; Controller, Charles Erdman; President Judge Robert Sacavage; and Sheriff Chad Reiner, in their official capacities as members of the Northumberland County Prison Board and elected officials of Northumberland County, Pennsylvania including all employees of the

County of Northumberland who may have devised, promulgated or enforced the policies or participated in the conduct that is the subject of this Settlement Agreement.

G. Defendants' Counsel. Defendants' Counsel shall mean Frank J. Lavery, Jr., Esquire and Robert G. Hanna, Jr., Esquire of Lavery, Faherty, Young & Patterson, P.C.

H. Effective Date. Effective date shall mean the date on which the settlement has been finally approved by the Court.

I. Final Approval Hearing. Final Approval Hearing shall mean the hearing at which the Court will consider and finally decide whether to approve the Settlement Agreement.

J. Final Settlement. Final settlement shall mean that the Court approves this Settlement Agreement, approves payment of attorneys' fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

K. Litigation. Litigation shall mean the above-captioned lawsuit pending in the United States District Court for the Middle District of Pennsylvania as No. 4:08-CV-00345.

L. Mediation. Mediation shall mean the Middle District of Pennsylvania's mediation program.

M. Notice Program. Notice Program shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.

N. Notice Date. Notice Date shall mean the date upon which Class Notice is mailed to known Class Members in accordance with the terms herein.

O. Objection Date. Objection Date shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection

to the Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

P. Parties. Parties shall mean the Plaintiffs and Defendants.

Q. Plaintiffs. Plaintiffs shall mean Inmates of the Northumberland County Prison, through Scott Collins, Roman Brady, Jeremy Elsesser, Michael Wetzel, Hasson Lindsey, Joseph Bowers, Kelcie Williams and Sonya Wyland.

R. Preliminary Approval Order. Preliminary Approval Order shall mean the order of the Court preliminarily approving this Settlement Agreement.

S. Release. Release shall mean the release described in Section VII herein.

T. Released Claims. Released Claims shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released in Section VII herein.

U. Released Parties. Released parties shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

V. Settlement. Settlement shall mean the agreement by the Plaintiffs and Defendants to resolve this litigation.

EXHIBIT “B”

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

INMATES OF THE NORTHUMBERLAND
COUNTY PRISON,

Plaintiffs

C.A.

RALPH REISH, in his official capacity
as Warden of Northumberland
County Prison, et al. ,

Defendants.

NOTICE TO THE CLASS

This class action lawsuit, brought on behalf of all current and future inmates of the Northumberland County Prison, challenges the constitutionality of an array of conditions and practices in the facility. It requests declaratory and injunctive relief to remedy the alleged constitutional violations. Money damages have not been sought.

Among the challenged conditions and practices are alleged (1) deficiencies in the delivery of medical, dental and mental health care; (2) fire hazards in the institution's housing units; (3) inadequate heating in the Prison's

housing units (during the winter months) and ventilation (during the summer months); (4) insect infestations in the Prison's housing units; (5) environmental conditions and practices in the Prison's Wet and Dry basement cells; (6) the triple-celling of segregated inmates in standard-size cells on the tier of the Prison's Right Wing and certain forms of multi-celling in the larger segregation cells on the tier; (7) overcrowding in the Women's Dormitory and in the former Trustee Quarters (an area now used to house female prisoners); (8) bunk-restriction practices in the Women's Dormitory (9) practices associated with the Prison's use of four-point restraints and the institution's restraint chair; (9) practices associated with the provision of recreation for segregated male inmates; (10) practices associated with the provision of recreation for female inmates on bunk restriction; and (11) practices associated with the provision of recreation for general population female prisoners.

The parties in this lawsuit have recently entered into a settlement agreement to remedy the alleged constitutional violations. Because this case has been certified as a class action, Rule 23(e) of the Federal Rules of Federal Procedure requires that the Court approve the proposed settlement. In that regard, the Court must determine, after a hearing, whether the proposed

settlement is "fair, reasonable, and adequate" and permit any class member who wishes to object to the proposed settlement, an opportunity to do so.

The purposes of this notice (which is to be conspicuously posted in each of the general population housing units and personally delivered to each inmate housed in segregation) are to inform all class members who are confined in the Prison over the next 30 days that (1) the above-referenced settlement agreement has been submitted to the Court for its approval; (2) the Court will review the components of the proposed settlement to determine whether the agreement is fair, reasonable, and adequate; (3) any class member confined in the facility may (if he or she chooses) submit written objections to the proposed settlement identifying the reason(s) he/she believes the settlement is not fair, reasonable, and adequate; (4) written objections must be submitted through the attorneys who are representing the class; (5) class counsel will, in turn, forward the originals of all objections to the Court and copies of all objections to the attorneys who are representing the defendants; and (5) copies of the settlement agreement will be available in each of the Prison's housing units and the Prison law library to review, upon request.

All written objections to the pending settlement agreement must be mailed by ----- and addressed to: Attorney Jennifer Tobin, Pennsylvania Institutional Law Project, 718 Arch Street, Suite 304 South, Philadelphia, PA 19106.

Dated: -----

United States District Court