



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

CHARLES E. AUSTIN, et al.,	:	
	:	
Plaintiffs,	:	Case No 4:01CV071
	:	
v.	:	JUDGE GWIN
	:	
REGINALD WILKINSON, et al.,	:	SETTLEMENT AGREEMENT
	:	
Defendants.	:	

**SETTLEMENT AGREEMENT**

In recognition that the Court has terminated its jurisdiction over the above-captioned matter, counsel for Plaintiffs and counsel for Defendants have agreed as follows:

1. Regarding appeals to the United States Court of Appeals for the Sixth Circuit,
  - a) Plaintiffs agreed not to and did not appeal the District Court's Order of March 12, 2008 (Doc. 815) terminating the jurisdiction of the Court;
  - b) Defendants agreed to and will dismiss their appeal of the District Court's Order of September 27, 2007 (Doc. 765), which is still pending in the Court of Appeals; and,
  - c) Defendants will cause to be filed an appropriate notice or motion of dismissal with prejudice, and Plaintiffs agree to provide any assistance reasonably necessary to accomplish such dismissal.
2. Regarding attorney fees and costs for all work performed by counsel for Plaintiffs but not yet compensated, the Ohio Department of Rehabilitation and Correction will pay a total sum of Fifty-Nine Thousand Dollars (\$59,000.00), payable as follows:

a) \$29,500 to the American Civil Liberties Union of Ohio Foundation, Inc., Attn. Jeffrey Gamso, Legal Director, 4506 Chester Avenue, Cleveland, OH 44103 (Tax Id. No. 23-7137105);

b) \$29,500 to the Center for Constitutional Rights, Attn. Sam Miller, Legal Director, 555 Broadway, 7th Floor, New York, NY 11012 (Tax Id. No. 22-6082880).

3. The parties agree that there will be no further litigation and no additional attorney fees or expenses will be sought in this case. This case is closed.

4. This Settlement Agreement is not to be construed as an admission of liability on the part of any Defendant in this matter.

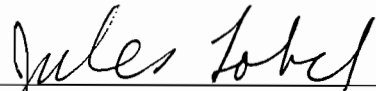
5. Nothing in this Settlement Agreement precludes any prisoner(s) from filing a new law suit.

6. This Settlement Agreement may be modified only by a subsequent written agreement signed by the same parties.

7. This Settlement Agreement may be executed in counterparts such that each separately executed signature page shall constitute part of this Settlement Agreement.

County of Allegheny :  
Commonwealth of Pennsylvania : SS

I, Jules Lobel, have read this Settlement Agreement and Release and understand all of the terms. I execute it voluntarily and with full knowledge of its significance for and on behalf of all Plaintiffs from whom I have authority to sign this Settlement Agreement and Release.

  
\_\_\_\_\_  
Jules Lobel


Affirmed to before me and signed in my presence this 10<sup>TH</sup> day of July, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

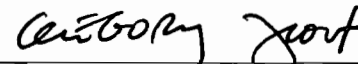

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Caroline M. Deasy, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Feb. 12, 2010  
Member, Pennsylvania Association of Notaries

County of Franklin :  
: ss  
State of Ohio :

I, Terry Collins, Director for the Department of Rehabilitation and Correction, have read this Settlement Agreement and Release, and hereby agree to the terms of this settlement on behalf of the State of Ohio, the Department of Rehabilitation and Correction and on my own behalf. I execute it voluntarily and with full knowledge of its significance.

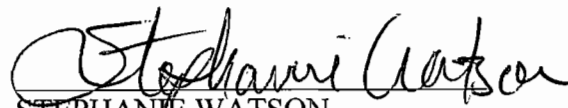
  
TERRY COLLINS  
Director, Ohio Department of Rehabilitation  
and Correction

Affirmed to before me and signed in my presence this 9<sup>th</sup> day of July, 2008.

  
NOTARY PUBLIC  
  
GREGORY C. TROUT  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

County of Franklin :  
: ss  
State of Ohio :

I, Stephanie Watson, Section Chief, Corrections Litigation, Office of the Ohio Attorney General, have read this Settlement Agreement and Release, and hereby agree to the terms of this settlement on behalf of the State of Ohio, as hereby approved.

  
STEPHANIE WATSON  
Chief, Corrections Litigation Section  
Office of the Ohio Attorney General

Affirmed to before me and signed in my presence this 9<sup>th</sup> day of July 2008.

  
NOTARY PUBLIC



**JAMES ERIC HOLLOWAY, ATTORNEY AT LAW**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.