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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

PRISON LEGAL NEWS, a project of the
HUMAN RIGHTS DEFENSE CENTER,

Plaintiff,

v.

COLUMBIA COUNTY; COLUMBIA
COUNTY SHERIFF'S OFFICE; JEFF
DICKERSON, individually and in his capacity
as Columbia County Sheriff,

Defendants.

No. 3:12-CV-71-SI

DECLARATION OF JESSE WING IN
SUPPORT OF PLAINTIFF'S REPLY RE
MOTION FOR PRELIMINARY
INJUNCTION

DECLARATION OF JESSE WING IN SUPPORT OF PLAINTIFF'S
REPLY RE MOTION FOR PRELIMINARY INJUNCTION - 1
(CV 12-71-SI)

9870.05 fb240904

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

I, Jesse Wing, declare as follows:

I am one of the attorneys for Plaintiff Prison Legal News. I am over the age of 18, and am competent to testify.

1. Exhibit 1 is a true copy of the webpage titled "Inmate Mail" on the Columbia County Sheriff's website, printed on March 5, 2012.
2. Exhibit 2 is a true copy of excerpts from the 2011 Annual Report of the Columbia County Sheriff's Office.
3. Exhibit 3 is a true copy of a declaration my office received from Juliebrie Magness, whose partner was incarcerated at the Spokane County Jail when the Jail restricted friends and family mail to postcards only.
4. Exhibit 4 is a true copy of a declaration my office received from Julie Davis, whose son was incarcerated at the Spokane County Jail when the Jail restricted friends and family mail to postcards only.
5. Exhibit 5 is a true copy of a declaration my office received from Chris Teuscher, who was a prisoner the Spokane County Jail when the Jail restricted friends and family mail to postcards only.
6. Exhibit 6 is a true copy of the Settlement Agreement and Consent Degree in *Hamilton v. Hall*, 3:10-CV-355 (N.D. Fla. 2011), at 1, 11-12, in which a Florida jail agreed to halt its postcard-only policy regarding outgoing mail.

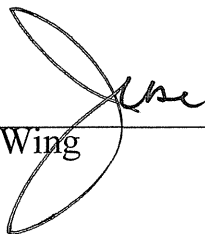
7. Exhibit 7 is a true copy of the Settlement and Release Agreement in *Clay v. Pelle*, 10-CV-01840 (D. Colo. 2011) in which a Colorado jail agreed to halt its postcard-only policy regarding outgoing mail. See Memorandum of Understanding at 12-16.

8. Exhibit 8 is a true copy of the Order Approving Settlement in *Clay v. Pelle*, (Settlement Agreement attached above as Exhibit 7).

9. Exhibit 9 are true copies of an article from *The Spotlight* dated December 14, 2011, posted on the internet at <http://www.spotlightnews.net> (printed March 6, 2012), and an excerpt of an article from *The Clatskanie Chief* dated February 24, 2012, posted on the internet at <http://www.clatskaniechiefnews.com> (printed on March 6, 2012).

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

DATED this 6th day of March, 2012, at Seattle, Washington.


Jesse Wing

CERTIFICATE OF SERVICE

I hereby certify that on March 6th, 2012, I electronically filed the foregoing to the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

- **Marc D. Blackman**
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grr@hartwagner.com, cej@hartwagner.com
- **Lance Weber**
lweber@humanrightsdefensecenter.org
- **Katherine C. Chamberlain**
katherineC@mhb.com

MACDONALD HOAGUE & BAYLESS

/s/ Jesse Wing

JESSE WING

Pro Hac Vice Attorney

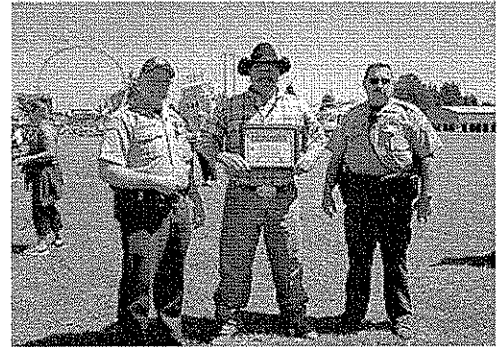
(206) 622-1604

Of Attorneys for Plaintiff Prison Legal News

EXHIBIT 1

TO

DECLARATION OF JESSE WING



Search

Main Menu

Sheriff's Office Home Page
Mission
Contact Us
Columbia County Website
Press Releases
Current Inmate List
2011 Annual Report

Divisions

Enforcement
Patrol
Marine
Criminal
Animal Control
Corrections
Inmate Visiting
Inmate Mail
Inmate Phones
Inmate Money Accounts
Inmate Housing Fees
Inmate Property
Request for Proposals
Support Services
Civil and Records Processing
C.H.I. and Fingerprinting

Get Involved

VIPS
Search and Rescue
Mounted Posse
Reserve Program

Information

Jail Inmate Census
2011 Annual Report

Facilities

Firing Range

Inmate Mail

The inmate mail policy is under review at this time.

Last Updated on Tuesday, 24 January 2012 08:11

Recent Headlines

- [Sheriff's Office Releases 2011 Annual Report](#)
- [Neighbors Thwart Daytime Burglary near Scappoose](#)
- [CCSO requests public assistance in identifying robbery suspect](#)
- [CCSO Search and Rescue Locates Body of Missing Teen](#)

Your Personal Safety

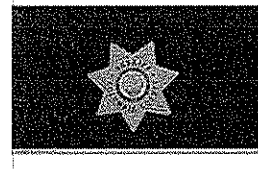
CCSO for Kids
Resourceful Links



CCSO is on facebook!

CCSO UP CLOSE

[Informational Video on your Sheriff's Office](#)



Valid XHTML and CSS.

Columbia County Sheriff's Office
901 Port Ave., St. Helens, OR 97051
(503) 366-4611 | Emergencies: Dial 911

© 2009 Columbia County Sheriff's Office

EXHIBIT 2

TO

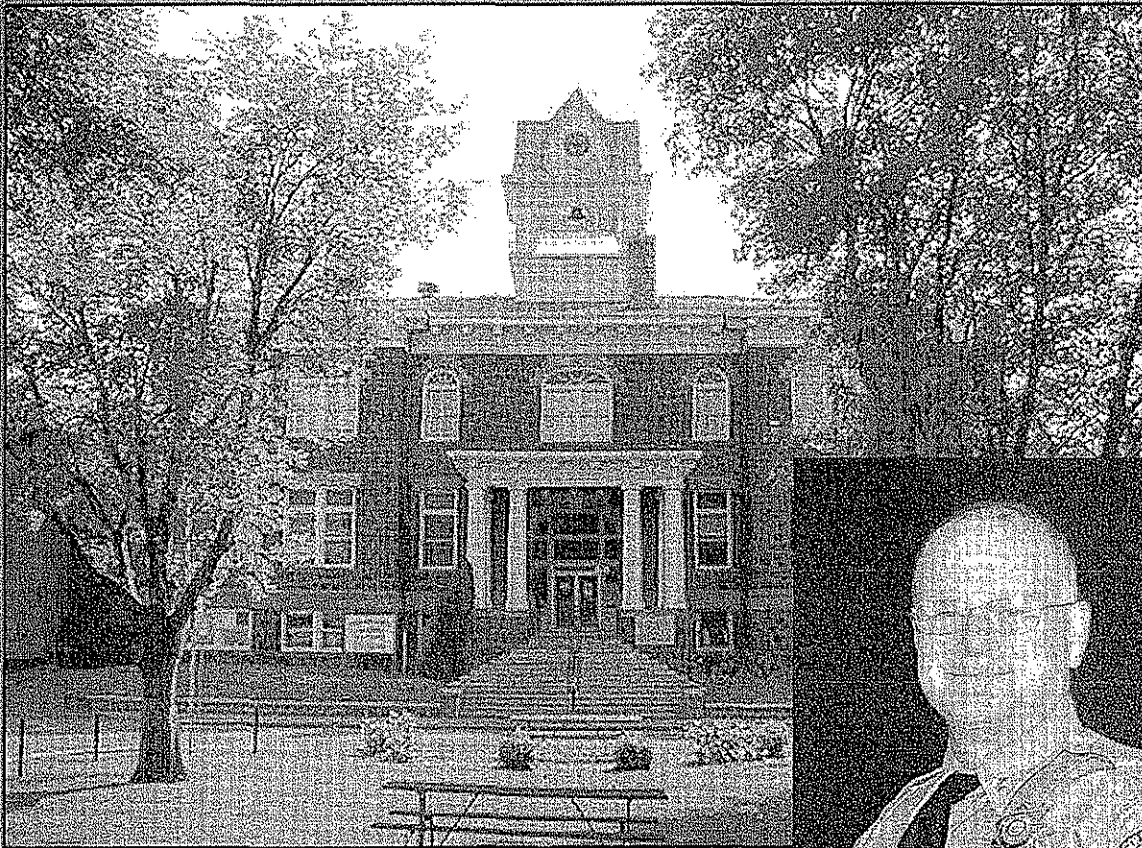
DECLARATION OF JESSE WING



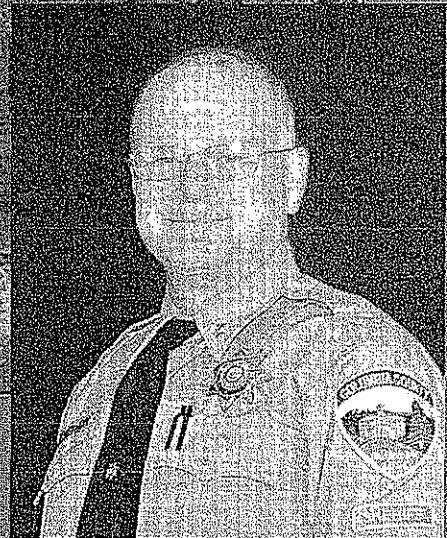
Columbia County Sheriff's Office

2011 Annual Report

**Dedicated to Peace and Safety
in Our Community**



**Jeff Dickerson
Sheriff**



901 Port Ave., St. Helens, OR 97051

www.co.columbia.or.us/sheriff

The Sheriff's Office is also on **facebook**.

Corrections Division

Jail Operations

The sheriff operates the jail, providing lockup to offenders and arrestees sent here by the courts and the 9 separate law enforcement agencies and community corrections department operating in this county.

A total of 16 deputies and five supervisors are responsible for staffing 4-5 posts on every shift in the jail—24 hours a day, 7 days a week. Supervisors double as floor deputies, especially since four staff positions and one command position were cut from the

jail budget in 2011.

Jail Operations were reduced in 2011 when the capacity of the jail dropped from 255 beds to 150 beds due to a lack of funding. The reduction in jail staff and the higher cost to house an inmate has led to this reduction in jail beds.

In order to run a Constitutionally sound and safe detention facility, we need a certain number of staff to manage the population at given levels. We also need enough resources to feed and house the inmates, as well as to provide the medical attention required by the Constitution.

The jail capacity was reduced to 150 beds in 2011 in order to account for these realities. Once

Continued on Page 15



Sgt. B. Cutright



Sgt. S. Westfall



Sgt. J. McMiller



Sgt. R. Miller



Sgt. L. Rigdon



Dep. M. Rush



Dep. M. Kyles



Dep. T. Weaver



Dep. C. Townsend



Dep. J. Kernutt



Dep. A. Lütt



Dep. B. McDowall



Dep. S. Moore



Dep. M. Ritchie



Dep. R. Scholl



Dep. M. Feakin



Dep. D. Hibbs



Dep. M. Watkins



Dep. B. Yon



Dep. S. Frazier



Dep. I. Johnson

Corrections Division

Jail Operations

(Continued from Page 14)

the jail population reaches 150, we now must release inmates according to a matrix program developed to ensure that the most dangerous offenders are kept in jail.

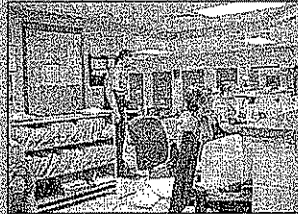
Of the remaining 150 beds, 85 beds are reserved for detention of federal inmates. The U.S. government pays local facilities to house its inmates who are awaiting trial. The Columbia County Jail is paid \$78 per night per federal inmate in our facility. These bed rentals help keep the lights on and the staff employed to run an effective jail facility. Without our federal partners paying for the use of our facility, the jail capacity would drop below 50 beds, and could undermine meaningful levels of jail services.

A typical day in our jail begins with breakfast. The jail serves three meals a day to approximately 150 inmates. After breakfast, court transports and medicine passes occur. Later, visitation from family members of inmates, video court arraignments and inmate programs are managed by our deputies, who also must account for inmates every hour of the day.

Deputies conduct rounds every hour in fulfillment of state law. They process inmate complaints and adjudicate violations of inmate rules. They carry out post orders for their assigned posts (duty stations). They book, fingerprint and process new arrestees. They classify inmates according to the level of threat they pose to the safety and security of the facility. They release inmates from custody once they have finished their sentence, or they are released from the court.

Columbia County Jail Facts and Figures

*Jail
Booking
Area*



Year Opened – 2001
Total Capacity – 255
Funded Capacity – 150
Previous Jail Capacity – 38
Total Meals served – 196,267
Yearly Food Budget – \$420,000
Yearly Medical Cost – \$415,000

Total Annual Cost to Run the Jail:
\$4.3 million

Cost Saving Initiatives in 2011

- Saved \$600,000 in U.S. Marshal bed rental revenue to put against future deficits.
- Continued serving cold breakfasts, saving \$30,000 a year.
- Began Jail's "Inmate-to-Workmate" culinary training program, utilizing the training benefit to offset food costs through the Inmate Benefit fund. Savings = \$10,000 per year.

COLUMBIA COUNTY JAIL STATISTICS		
	2010	2011
Males in Custody (Male)	2,033	2,058
Females in Custody (Female)	610	557
Average Stay (days)	27	19
Outstanding Inmates	100	122
Inmates Not Released	0	27
Average Daily Population	182	179
Total Meals Served	199,724	196,267
Inmate Medical Services	8,297	7,873

Transportation & Court Security

The Sheriff also is responsible for security at the Columbia County Courthouse and for transporting inmates to and from court, as well as to and from other jurisdictions.

Two retired law enforcement officers make up the detail responsible for most of the transportation and security needs on a day to day basis. These deputies are employed part-time and are augmented in their service by corrections deputies, our volunteer reserve deputies and our sworn enforcement deputies from time to time.



Dep.
R. Magnuson



Dep. R. Cade

The Transportation and Security Unit is managed by the Corrections Division, under a jail operations sergeant. Every year, the unit transports over 400 inmates to other jurisdictions. The unit will also pick up inmates bound for our jail from other jurisdictions.

Security is provided to the courthouse on a daily basis, and occasionally to some outside court functions at the direction of the courts. These duties are part of the duties

assigned by the Oregon Constitution to the sheriff as a "ministerial officer of the courts."

EXHIBIT 3

TO

DECLARATION OF JESSE WING

1 Jesse Wing, WSBA #27751

JesseW@mhb.com

2 Katherine C. Chamberlain, WSBA #40014

KatherineC@mhb.com

3 MacDonald Hoague & Bayless

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4 Seattle, Washington 98104-1745

206-622-1604

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6 lweber@humanrightsdefensecenter.org

Human Rights Defense Center

7 PO Box 2420

Brattleboro, VT 05303

8 802-257-1342

Hon. Robert H. Whaley

9 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON AT SPOKANE

10 PRISON LEGAL NEWS, a project of
11 the HUMAN RIGHTS DEFENSE
CENTER,

Plaintiff,

12 v.

13 SPOKANE COUNTY; SPOKANE
COUNTY SHERIFF'S OFFICE; OZZIE
14 KNEZOVICH, individually and in his
capacity as Spokane County Sheriff;
15 JOANNE LAKE, in her official and
individual capacity; LYNETTE
16 BROWN, in her official and individual
capacity,

17 Defendants.

No. CV-11-029 RHW

DECLARATION OF JULIEBRIE
MAGNESS.

18 I, Juliebrie Magness, declare as follows:

19 1. I am over the age of 18, not a party to this action, competent to testify,
20 and make this declaration based on my personal knowledge.

DECLARATION OF JULIEBRIE MAGNESS - 1

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

1 2. My partner, Chris Teuscher, was a prisoner confined to the Spokane
2 County Jail from approximately June 3, 2011, until July 2, 2011. Chris and I have
3 a child together.

4 3. Shortly after Chris went to Jail, I called the Jail's automated recording
5 regarding sending mail to prisoners. That's how I learned that prisoners in the
6 Spokane County Jail can only receive mail in the form of a postcard.

7 4. I had a hard time figuring out where to purchase postcards. I didn't
8 have any postcards at home because I don't usually write to people on postcards. I
9 did not know where to go to buy a postcard either. Finally, after asking around for
10 about two days, I found out that the post office sells postcards, so I traveled to the
11 post office to purchase some postcards so I could write to Chris.

12 5. Writing to Chris on a postcard was expensive for me. By the time I
13 addressed the postcard to Chris, and wrote my full name (which is quite long) and
14 address, there is very little space left to communicate. It can take me 6 to 15
15 postcards just to write one letter to Chris. I had to buy many postcards with
16 postage on them, when I normally would be able to mail a letter to him in one
17 envelope with one stamp. I paid approximately \$12.80 to buy 40 postcards.

18 6. It was also difficult to write to Chris by postcard because I had to take
19 extra steps to make sure that he could track what I was trying to tell him. When I
20 mailed him multiple postcards, continuing my message to him on each, I had to
 mark the postcards by numbering them (1, 2, 3, etc.) so that he knew which

DECLARATION OF JULIEBRIE MAGNESS - 2

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1 postcard to read first and which to read second, and so on. Additionally, because I
2 wrote Chris every day, I had to color code the numerical sequence because mail is
3 not delivered in the Jail over the weekend. I would use one color for the postcards
4 that I sent on a Friday, a different color for Saturday, and then a third color for
5 Sunday. I could never be sure that all the postcards would be delivered at the same
6 time; my communication would not make sense if the postcards were not read in
7 order.

8 7. If there was not a postcard-only policy at the Spokane County Jail, I
9 would have written to Chris on the front and back of pieces of regular-size paper
10 and mailed them in an envelope, both of which I already own and keep at my
11 home.

12 8. I also had difficulty getting the Spokane County Jail to accept the
13 postcards I sent to Chris. One time, the USPS circled an address on my postcard
14 with crayon to make it clear where it was being mailed; the Spokane County Jail
15 rejected the postcard saying it contained crayon.

16 9. I could not communicate with Chris about really important matters,
17 like our financial information, while he was in jail. I did not want people we didn't
18 know to be able to read information about our finances. I also had to limit the
19 information I gave him about our son, again, because I didn't want everyone
20 knowing about what goes on in our family.

DECLARATION OF JULIEBRIE MAGNESS - 3

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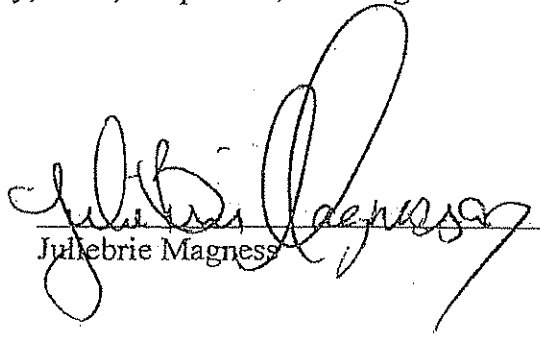
MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

1 10. I was not able to communicate with my partner while he was in the
2 Spokane County Jail because of the mail policy that required me to send my
3 communication in the form of a postcard.

4 11. I have visited the Prison Legal News website and looked through
5 some of the materials they have available online. I hope that Chris does not spend
6 any more time in Jail, but if he does I would like to be able to mail him some of the
7 materials that Prison Legal News has available which I believe he would find
8 interesting and helpful.

9 I declare under penalty of perjury of the laws of the United States of
10 America and the State of Washington that the foregoing is true and correct to the
11 best of my knowledge.

12 DATED this _____ day of July, 2011, at Spokane, Washington.

13
14
15
16
17
18
19
20

Juliebrie Magness

DECLARATION OF JULIEBRIE MAGNESS - 4

9870 02 eg011303

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CERTIFICATE OF SERVICE

I certify that on the date noted below I electronically filed this document entitled **DECLARATION OF JULIEBRIE MAGNESS** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons:

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Spokane, WA 99201
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Email: rowlm@foster.com

Co-Counsel for All Defendants:

Robert B. Binger
Sr. Deputy Prosecuting Attorney
Spokane County Prosecuting Attorney's Office
W. 1115 Broadway, 2nd Floor
Spokane, WA 99260
Phone: 509/477-2881
Fax: 509/477-3672
Email: rbinger@spokanecounty.org

DATED this 8th day of July, 2011, at Seattle, Washington.

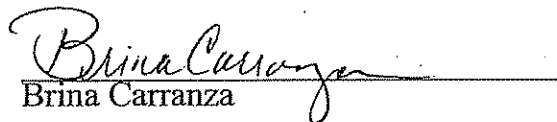

Brina Carranza

EXHIBIT 4
TO
DECLARATION OF JESSE WING

1 Jesse Wing, WSBA #27751

JesseW@mhb.com

2 Katherine C. Chamberlain, WSBA #40014

KatherineC@mhb.com

3 MacDonald Hoague & Bayless

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4 Seattle, Washington 98104-1745

206-622-1604

5 Lance Weber, *Pro Hac Vice*

6 lweber@humanrightsdefensecenter.org

Human Rights Defense Center

7 PO Box 2420

Brattleboro, VT 05303

8 802-257-1342

Hon. Robert H. Whaley

9 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON AT SPOKANE

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13 SPOKANE COUNTY; SPOKANE
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14 KNEZOVICH, individually and in his
capacity as Spokane County Sheriff;
15 JOANNE LAKE, in her official and
individual capacity; LYNETTE
16 BROWN, in her official and individual
capacity,

17 Defendants.

No. CV-11-029 RHW

DECLARATION OF JULIE DAVIS

18 I, Julie Davis, declare as follows:

19 1. I am over the age of 18, not a party to this action, competent to testify,
20 and make this declaration based on my personal knowledge.

DECLARATION OF JULIE DAVIS - 1

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

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1 2. My son, Chris Teuscher, was a prisoner confined to the Spokane
2 County Jail from approximately June 3, 2011, until July 2, 2011.

3 3. I wanted to write Chris every day that he was in jail. I thought it
4 would help keep his spirits up.

5 4. A few days before Chris entered the Spokane County Jail to complete
6 his sentence, I learned from the Jail's website that prisoners in the Spokane County
7 Jail can only receive mail in the form of a postcard. I called and spoke with
8 someone who confirmed that this was the policy and that I would be required to
9 use postcards if I wanted to write to Chris while he was in jail.

10 5. I sent Chris postcards four separate times, but I stopped because it was
11 too hard to communicate what I wanted to say to him on a small postcard. Because
12 of the limited space, I had to write many postcards to include the same information
13 I would have written in one letter. I sent a total of 21 postcards in the four times I
14 wrote to Chris. Each time, I had to write his address and my address, and try to fit
15 my message into the small space, over and over again.

16 6. The hassle of obtaining postcards, writing on them, and the monetary
17 cost of having to mail so many (when compared with the cost of mailing one
18 letter), became too much for me.

19 7. The Jail's postcard-only policy also deterred me from writing to Chris
20 because I did not want our private communications to be available for anyone to
read. It was important to me that our communications remain private and I felt like
communicating by postcard meant that the information I relayed to him would be
available for anyone to read. For example, I wanted to keep Chris updated on the

DECLARATION OF JULIE DAVIS - 2

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Tel 206.622.1604 Fax 206.343.3961

1 status of my health while he was in jail. I am a disabled person and I know that he
2 worries about me, so it was important to me that I tell him how I am doing. But I
3 didn't want people that don't know me to be able to read private information about
4 my health and the health care I was receiving. I didn't want everyone to know
5 about it, which is what I felt would happen if I put this information on a postcard
6 and mailed it to the Spokane County Jail.

7 8. I was only able to visit Chris one time while he was in jail. The
8 logistics of getting to the Jail and the Jail's visitation rules were too difficult for
9 me. Traveling is difficult for me because I am wheelchair bound. This made
10 writing to him even more important to me because that was the only way I could
11 communicate with him while he was gone.

12 9. An issue arose regarding the length of Chris's sentence. His
13 Probation Officer told me to mail a copy of the Judgment and Sentence issued by
14 the Court to Chris in jail so he could get it worked out. I contacted the Spokane
15 County Jail by telephone and asked how to send Chris a copy of the court
16 documents he needed, or if I should send them directly to Classifications at the
17 Spokane County Jail. The person I spoke to at the Jail told me that I could not mail
18 the documents to the Jail at all and that only his attorney could send court
19 documents.

20 10. The Spokane County Jail's mail policy hindered my ability to
communicate with my son while he was in the Jail because it required me to send
my written communications in the form of a postcard.

DECLARATION OF JULIE DAVIS - 3

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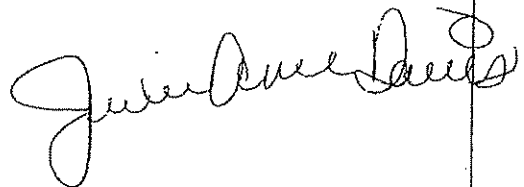
11. I had a collage of photos made into a postcard that I sent to Chris while he was in the Spokane County Jail. I have learned that the section of the postcard that contained the stamp was cut off before the postcard was delivered to Chris. This ruined the collage; it would not have been damaged if I had been allowed to send it to him in an envelope.

12. I am familiar with Prison Legal News and I have visited the Prison Legal News website and looked through some of the materials they have available online. I mailed information published by Prison Legal News to Chris when he was incarcerated in Idaho. If Chris had been in Spokane county Jail for a longer period of time, I would have mailed him Prison Legal News materials, as I had done in the past. I hope that Chris does not need to spend any more time in Jail, but if he does I would like to be able to mail him some of the materials that Prison Legal News has available which I believe he would find interesting and helpful.

13. I considered taking legal action against the Spokane County Jail to enable me to better communicate with my son, but did not initiate any action due to the short duration of his sentence. Had he been in the Jail for a longer period of time, I would have done everything I could to fight the postcard-only mail policy.

I declare under penalty of perjury of the laws of the United States of America and the State of Washington that the foregoing is true and correct to the best of my knowledge.

DATED this 6th day of July, 2011, at Spokane, Washington.



DECLARATION OF JULIE DAVIS - 4

9870 02 eg011301

MACDONALD HOAGUE & BAYLESS
703 Second Avenue, Suite 1500
Seattle, Washington 98104
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CERTIFICATE OF SERVICE

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Co-Counsel for all Defendants:

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Co-Counsel for All Defendants:

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Sr. Deputy Prosecuting Attorney
Spokane County Prosecuting Attorney's Office
W. 1115 Broadway, 2nd Floor
Spokane, WA 99260
Phone: 509/477-2881
Fax: 509/477-3672
Email: rbinger@spokanecounty.org

DATED this 8th day of July, 2011, at Seattle, Washington.


Brina Carranza

EXHIBIT 5

TO

DECLARATION OF JESSE WING

1 Jesse Wing, WSBA #27751
JesseW@mhb.com

Hon. Robert H. Whaley

2 Katherine C. Chamberlain, WSBA #40014
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16 individual capacity; LYNETTE
BROWN, in her official and individual
capacity,

17 Defendants.

No. CV-11-029 RHW

DECLARATION OF CHRIS
TEUSCHER

18 I, Chris Teuscher, declare as follows:

19 I. I am over the age of 18, not a party to this action, competent to testify,
20 and make this declaration based on my personal knowledge.

DECLARATION OF CHRIS TEUSCHER - 1

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

9870.02 eg061301

1 2. I was a prisoner confined to the Spokane County Jail from
2 approximately June 3, 2011, until July 2, 2011.

3 3. The Spokane County Jail would only allow me to receive written
4 communication from my family and friends that was contained on a postcard.

5 4. Receiving communication in the form of a postcard is very difficult.
6 My girlfriend sent me multiple postcards (sometimes up to 16). She numbered
7 them so I could read them in order, otherwise the communication would not make
8 sense. On several occasions I did not receive one of the postcards (I remember not
9 getting #3 one time) which made it very difficult to understand what she was trying
10 to tell me.

11 5. My girlfriend and I have a son together. I was not able to keep up
12 with what was happening with him because we agreed it would be best not to write
13 private information on the postcards. This was also true of financial information;
14 we did not want people we don't know to read private details about our life
15 together.

16 6. It bothered me that because of the Jail's postcard-only policy, the
17 postcards were not only read by the mailroom staff (as a letter would be) but the
18 postcards can (and are) also read by the corrections officers who handle the
19 postcards from the time they leave the mailroom until there are delivered to the
20 prisoners.

DECLARATION OF CHRIS TEUSCHER - 2

9870.02 cg061301

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

1 7. I understand that a friend of mine sent me a letter containing a money
2 order that was returned to him by the Spokane County Jail; I did not receive a
3 rejection notice.

4 8. I was sentenced to 120 days, but the Jail calculated my sentence to be
5 122 days. I asked my mother to send me the Sentence and Judgment documents
6 issued by the Court so I could get it worked out. My mother told me she was
7 unable to mail those documents to me because of the Jail's mail policy. I believe I
8 was required to serve two extra days in the Spokane County Jail because of the
9 mail policy.

10 9. I am familiar with Prison Legal News and the monthly publication
11 they produce. Also, my mother sent me information from the Prison Legal News
12 website when I was incarcerated in Idaho. I did not attempt to receive any
13 materials from Prison Legal News while I was in the Spokane County Jail because
14 of the short duration of my sentence. Had I been required to stay longer, it would
15 have been important for me to receive information that Prison Legal News makes
16 available to prisoners and their families.

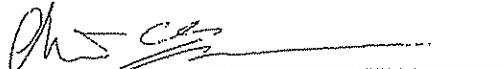
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DECLARATION OF CHRIS TEUSCHER - 3

8870.02 eg061301

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

1 I declare under penalty of perjury of the laws of the United States of
2 America and the State of Washington that the foregoing is true and correct to the
3 best of my knowledge.

4 DATED this 2nd day of July, 2011, at Spokane, Washington.

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7 
8 Chris Teuscher
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DECLARATION OF CHRIS TEUSCHER - 4

9870 02 c9061301

MACDONALD HOAGUE & BAYLESS
705 Second Avenue, Suite 1500
Seattle, Washington 98104
Tel 206.622.1604 Fax 206.343.3961

CERTIFICATE OF SERVICE

I certify that on the date noted below I electronically filed this document entitled **DECLARATION OF CHRIS TEUSCHER** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons:

Co-Counsel for all Defendants:

Milton G. Rowland
Foster Pepper PLLC
422 W Riverside Avenue, Suite 1310
Spokane, WA 99201
Phone: 509/777-1600
Fax: 509/777-1616
Email: rowlm@foster.com

Co-Counsel for All Defendants:

Robert B. Binger
Sr. Deputy Prosecuting Attorney
Spokane County Prosecuting Attorney's Office
W. 1115 Broadway, 2nd Floor
Spokane, WA 99260
Phone: 509/477-2881
Fax: 509/477-3672
Email: rbinger@spokanecounty.org

DATED this 8th day of July, 2011, at Seattle, Washington.

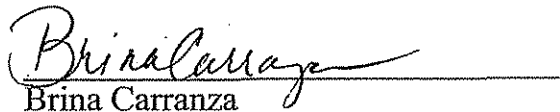

Brina Carranza

EXHIBIT 6

TO

DECLARATION OF JESSE WING

Case 3:10-cv-00355-MCR-EMT Document 133-1 Filed 12/01/11 Page 1 of 17

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

MARCIE HAMILTON et al.,

Plaintiffs,

v.

No. 3:10-cv-355 MCR/EMT

WENDELL HALL,

Defendant.

/

SETTLEMENT AGREEMENT AND CONSENT DECREE

Plaintiff, Marcie Hamilton, individually and on behalf of the Settlement Class defined herein (hereinafter "Plaintiffs"), and Defendant, Wendell Hall, in his official capacity as Sheriff for Santa Rosa County, Florida (hereinafter "Defendant Sheriff" and collectively referred to as the "Parties"), hereby agree to and submit the following Settlement Agreement and Consent Decree (hereinafter "Consent Decree") for adoption and entry by the Court.

I. RECITALS

A. WHEREAS Plaintiffs filed this action on September 13, 2010, seeking declaratory and injunctive relief pursuant to 42 U.S.C. § 1983, and seeking to enjoin the Defendant Sheriff from forbidding inmates housed in the Santa Rosa County Jail (hereinafter the "Jail"), in violation of the First and Fourteenth Amendments to the U.S. Constitution, from sending letters enclosed in envelopes to their parents, children, spouses, friends, loved ones, or other correspondents (hereinafter the "Postcard-Only Mail Policy"), as described in Santa Rosa County Outgoing Mail Procedure, Standard Operating Procedure No. 15.48; and

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B. WHEREAS the United States District Court for the Northern District of Florida has subject matter jurisdiction over this dispute; *see* 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1343(a)(3) (civil rights); and

C. WHEREAS the Parties, in an effort to avoid the burden, costs and inherent risks of further litigation, agree that it is in the best interests of the Parties; and

D. WHEREAS the Parties have engaged in extensive discovery in the above-captioned matter, including the exchange of documents, preparation and responses to requests for production of documents, requests for admissions, interrogatories, and depositions; and

E. WHEREAS this action has been certified by the Court, pursuant to Rule 23, Federal Rules of Civil Procedure, as a class action on behalf of all current and future detainees in the Jail who are subject to or affected by the Postcard-Only Mail Policy; and

F. WHEREAS by agreeing to this Settlement Agreement and Consent Decree (hereinafter "Consent Decree"), the Defendant Sheriff does not admit to liability; and

G. WHEREAS the signatories to this Consent Decree represent that they are authorized to enter into this Consent Decree, and promise to carry out the various promises and representations made herein; and

H. WHEREAS this Consent Decree includes a general release and, upon execution by the Defendant Sheriff of the promises and representations made herein and the Court's entry of this Consent Decree, the Defendant Sheriff will be released from all claims and liability as stated in this Consent Decree; and

I. WHEREAS the Parties agree that the relief provided herein is narrowly drawn relief that extends no further than necessary to correct the alleged violation of Plaintiffs'

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constitutional rights, and is the least intrusive means necessary to correct the alleged violation of Plaintiffs' constitutional rights, pursuant to 18 U.S.C. § 3626(a)(1)(A); and

J. WHEREAS the Parties agree that the terms and conditions of this Consent Decree constitute a fair, reasonable, and adequate resolution for the Plaintiffs, pursuant to Rule 23(e)(2), Federal Rules of Civil Procedure.

NOW, THEREFORE, it is mutually agreed between the Parties, subject to the Court's entry of this Consent Decree, as follows:

II. DEFINITIONS

1. The following terms as used in this Consent Decree have the meanings set forth below in this Paragraph. In construing these definitions, the singular shall include the plural and the plural shall include the singular:

(a) "Envelope Correspondence" means correspondence enclosed in an envelope. Such correspondence includes, but is not limited to, letters, paperwork, newspaper clippings, photographs, drawings, or a combination of one or more of these items.

(b) "Postcard" means a piece of light-colored card stock of dimensions consistent with the postcards sold by the United States Postal Service.

(c) "Privileged" describes a piece of correspondence that is sent to or from a court, attorney, governmental official or agency, or news media.

(d) "Non-Privileged" describes all other correspondence that is not otherwise Privileged.

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(e) **"Indigent Inmate"** refers to a Jail inmate who, for the last seven (7) consecutive days, has had no more than one dollar (\$1.00) in his or her inmate account that may be used for the purchase of commissary items.

(f) **"Writing Materials"** means a writing instrument (e.g., pen or pencil) approved by the Jail, and:

- (1) For every piece of Envelope Correspondence, also one (1) No. 10 sized envelope of any color, two (2) pieces of light-colored paper measuring at least 7.25" wide by at least 10.5" tall, and postage sufficient for mailing a one ounce Envelope Correspondence via First Class U.S. Mail (The Defendant Sheriff will provide prepaid postage to the inmates or affix the postage to the correspondence after receiving it from the inmate for mailing); or
- (2) For every Postcard, also one (1) Postcard, and postage sufficient for mailing a Postcard via First Class U.S. Mail (The Defendant Sheriff will provide prepaid postage to the inmates or affix the postage to the correspondence after receiving it from the inmate for mailing).

(g) An inmate is **"Booked and Processed"** at the earlier of (i) the court's failure to order the inmate's release at the inmate's first appearance hearing or (ii) the expiration of twenty (24) hours after the inmate's initial custody at the Jail.

(h) **"Jail"** refers to the Santa Rosa County, Florida, Jail.

III. SETTLEMENT CLASS

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2. The Settlement Class, as used herein, will hereby be defined as all current and future inmates incarcerated or detained at the Jail.

IV. TERMS AND EFFECT OF CONSENT DECREE

3. **Full Resolution.** This Consent Decree resolves in full all claims against the Defendant Sheriff by all Plaintiffs, including named Plaintiff Marcie Hamilton, except the issue of Plaintiffs' attorneys' fees and costs as set forth below, involving alleged violations of their First and Fourteenth Amendment rights, or of any other federal, state or local law, regulation, duty, or obligation which are based upon or could be based upon or arise from the facts alleged in Case No. 3:10-cv-3550-MCR-EMT, filed in the United States District Court, Northern Division of Florida, Pensacola Division.

4. **Release.** Upon execution by the Defendant Sheriff of the promises and representations made herein and the Court's entry of this Consent Decree, the Plaintiffs agree that the Defendant Sheriff is released from any and all liability, claim, action or demand of whatever kind or sort which any of them might have against the Defendant Sheriff, except the issue of Plaintiffs' attorneys' fees and costs as set forth below, and that they release Defendant Sheriff from any and all grievances, suits, causes of action, and claims of any nature whatsoever, whether known or unknown, including but not limited to all claims asserted in this action together with any and all charges, complaints and claims, which are based on actions, facts or occurrences prior to the execution of this Consent Decree.

5. **Merger.** This Consent Decree contains all the terms and conditions agreed upon by the Parties hereto regarding the subject matter of the instant proceeding, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution

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of this Consent Decree shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein, except as expressly provided herein.

6. **Liability.** Nothing contained in this Consent Decree, nor any order entered by the Court adopting this Consent Decree, is or shall be construed as an admission by the Defendant Sheriff of the truth of any allegations or the validity of any claim asserted in the Complaint, or of the Defendant Sheriff's liability therefor, nor as a concession or an admission of any fault or omission, of any act or failure to act, or of any statement, written document, or report heretofore, filed or made by the Defendant Sheriff. Nor shall this Consent Decree nor any confidential papers related hereto and created for settlement purposes only, nor any of the terms of either, be offered or received as evidence in any civil, criminal or administrative action or proceeding against the Defendant Sheriff, nor shall they be construed by anyone for any purpose whatsoever as an admission or presumption of any wrongdoing on the part of the Defendant Sheriff, nor as an admission of the Defendant Sheriff that the modifications or concessions given hereunder represents the relief that could be recovered at trial. However, nothing herein shall be construed to preclude the use of this Consent Decree in order to effectuate the consummation, enforcement, or modification of its terms.

7. **Assignment.** This Consent Decree shall apply to all persons who are members of the Settlement Class. This Consent Decree creates no rights in favor of any other person and creates no obligations or duties on the part of the Defendant Sheriff beyond the terms of this Consent Decree. This Consent Decree shall bind all parties to this action as well as the successors in office to the Defendant Sheriff, and to any other person or entity who in the future operates the Jail. Defendant Sheriff agrees to use his best efforts to make the requirements of this Consent Decree known to each of his employees, deputies, and agents who are responsible

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for operation of the Jail. Should the Defendant Sheriff hereinafter enter into a contract for the operation of the Jail by another entity, whether public or private, the Defendant Sheriff shall insure that the terms of this Consent Decree are incorporated into such contract, and the Defendant Sheriff shall be required to insure that the entity operating the Jail complies with the terms of this Consent Decree. Nothing set forth in this particular Paragraph shall bar or limit the Court's power to enforce the terms of this Consent Decree, or the right of the Defendant Sheriff or any successor Sheriff or any other person or entity who in the future operates the Jail to petition the Court for modification of this Consent Decree.

8. **Enforcement.** Except as otherwise provided in this Consent Decree, if class counsel believes that there has been a failure to comply with the terms of this Consent Decree, before moving the Court to redress the non-compliance class counsel must notify the Defendant Sheriff and his counsel in writing of the alleged non-compliance and include in the notice sufficient specificity so that the Defendant Sheriff can identify the nature of the allegation, including describing with particularity the term(s) of the Consent Decree that are alleged to have been violated, the specific errors or omissions upon which the alleged violation is based, and the corrective action sought. Upon class counsel's request, the Defendant Sheriff shall provide additional, relevant information pertinent to the alleged violation. The Parties then have twenty-eight (28) days from the date of written notification to meet and confer to attempt to resolve the issue or issues. If the Parties are unable to resolve the dispute within twenty-eight (28) days, class counsel may file a motion or notice with the Court seeking appropriate relief. Class counsel may file such a motion without substituting new named representative plaintiffs, if the named plaintiffs at the time of the entry of this Consent Decree are no longer members of the class at the time of the filing of such a motion.

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9. **Court Approval.** The Parties agree that they will take all necessary and appropriate steps to obtain preliminary approval from the Court of this Consent Decree, final approval and entry by the Court of this Consent Decree, and dismissal of the action with prejudice, subject to the Court's jurisdiction to enforce this Consent Decree and adjudicate any dispute over Plaintiffs' attorney fees, costs, and litigation expenses.

10. **Effective Date.** This Consent Decree shall be effective immediately upon the Court's entry of this Consent Decree.

11. **Settlement Contingent on Court Adoption.** The Parties agree that this Consent Decree is subject to and conditioned upon the Court's entry of this Consent Decree. In the event that the Court declines to approve or enter this Consent Decree, the Parties agree that this Consent Decree shall be null and void and without prejudice to the Parties' rights.

12. **Waiver of Appeal.** Upon the Court's entry of this Consent Decree, the Parties waive their rights to appeal any existing order, decision or ruling in this action. The Parties further waive their rights to appeal the Court's entry of this Consent Decree.

13. **Default.** Subject to the foregoing terms, and following the Court's entry of this Consent Decree, no default by any person or party to this Consent Decree in the performance of any of the covenants or obligations under this Consent Decree, or any judgment or order entered in conjunction therewith, shall affect the dismissal of the Complaint, the preclusion of prosecution of actions, the discharge and release of the Defendant Sheriff, or the judgment entered approving these provisions. Nothing in the preceding sentence shall be construed to affect the Court's jurisdiction to enforce this Consent Decree on a Motion for Contempt or any other motion seeking appropriate relief.

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14. **Captions.** The captions of this Consent Decree are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Consent Decree.

15. **Recitals:** The parties agree that recitals set forth above are true and that they constitute a part of this Settlement.

V. INMATE MAIL PROVISIONS

16. The Defendant Sheriff's specific obligations regarding Jail policies and practices pursuant to this Consent Decree are as follows:

- (a) **Inmates May Send Letters.** The Defendant Sheriff will not prohibit or restrict Jail inmates from mailing Non-Privileged Envelope Correspondence to correspondents outside the Jail, except as set forth in paragraph 16(g), below.
- (b) **Provision of Writing Materials upon Intake.** The Defendant Sheriff will provide each inmate at the time the inmate is Booked and Processed with sufficient Writing Materials so that the inmate may send two (2) pieces of Envelope Correspondence at no cost to the inmate.
- (c) **Provision of Writing Materials to Indigent Inmates.** The Defendant Sheriff will provide each Indigent Inmate with sufficient Writing Materials so that the inmate may send per week one (1) piece of Envelope Correspondence and two (2) Postcards, at no expense to the inmate. The indigent status of an inmate will be based upon the status of the inmate's account for the seven (7) day period prior to the issuance of indigent packages. If an inmate is determined to be indigent, the Defendant Sheriff will provide the Indigent Inmate with an indigent package that includes the Writing Materials at the time of the next issuance of the packages, not to exceed two weeks.

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- (d) **Provision of Legal Writing Materials to Indigent Inmates.** The Defendant Sheriff will provide each Indigent Inmate, upon request, with sufficient Writing Materials so that the Indigent Inmate may send per week two (2) pieces of Privileged Envelope Correspondence, at no expense to the inmate. Absent an act of nature or a declared state of emergency, the Defendant Sheriff must provide such Writing Materials at the next indigent package distribution, not to exceed two (2) weeks from the Indigent Inmate's request for such Writing Materials. The Writing Materials provided to the Indigent Inmate may be pre-stamped as "privileged mail" and restricted to that purpose. If an inmate specially requests Writing Materials to send urgent Privileged Envelope Correspondence before the next regular indigent package distribution, the Defendant Sheriff will respond to the special request within three (3) days.
- (e) **Sale of Writing Materials.** The Defendant Sheriff will offer for sale to each Jail inmate, on a basis of not less than once per week, the following:
- (1) an unlimited number of Postcards;
 - (2) at least eight (8) No. 10 sized envelopes of any color;
 - (3) at least one (1) notepad of light-colored paper measuring at least 7.25" wide by at least 10.5" tall;
 - (4) an unlimited number of postage stamps for Postcards and Envelope Correspondence; and
 - (5) an unlimited number of No. 10 sized envelopes, which may be pre-stamped as "privileged mail" and restricted to that purpose.

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- (f) **Price of Writing Materials.** Writing Materials sold to Jail inmates by the Defendant Sheriff, his agents or contractors, will not be priced any greater than the price regularly charged by the U.S. Postal Service for such items.
- (g) **No Content or Volume Restrictions.** The Defendant Sheriff will not censor or restrict the number of Postcards or Envelope Correspondence a Jail inmate can send or receive, or the length, language, content, recipient or source of such Postcards or Envelope Correspondence, except where the restriction is necessary or essential to preserve internal order and discipline, maintain institutional security against escape or unauthorized entry, or rehabilitate the sentenced inmates or prevent the sending of (i) threats of physical harm against persons or threats of criminal activity, (ii) threats of blackmail or extortion, (iii) plans for escape, (iv) codes, (v) plans for activities in violation of facility rules, or (vi) information, which if communicated, would create a clear and present danger of violence and physical harm to a human being.
- (h) **Third-Party Provisions.** The Defendant Sheriff will not prohibit or restrict the number of blank Postcards or envelopes a Jail inmate can receive from outside correspondents, so long as such envelopes and postcards (i) bear no postage, or (ii) have First Class postage printed and permanently affixed by a postal meter or the U.S. Postal Service. Notwithstanding the foregoing, the Defendant Sheriff may limit the number of such blank envelopes a Jail inmate may receive from outside correspondents to a maximum of two (2) envelopes per incoming correspondence. Furthermore, the Defendant Sheriff may prohibit Jail inmates from possessing more than ten (10) such envelopes at any one time. The

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Defendant Sheriff may treat as contraband any such envelopes over these limits, but will transmit to the inmate the remaining non-contraband items (letters, drawings) in the incoming correspondence.

- (i) **Third-Party Inmate Provisions.** The Defendant Sheriff will not prohibit or restrict the number of envelopes, postcards and Writing Materials a Jail inmate can exchange, give, or receive from other Jail inmates, so long as such envelopes, postcards and Writing Materials contain no message or markings written by another Jail inmate, or except where the restriction is necessary or essential to prevent the sending or receipt of (i) threats of physical harm against persons or threats of criminal activity, (ii) threats of blackmail or extortion, (iii) plans for escape, (iv) codes, (v) plans for activities in violation of facility rules, (vi) information, which if communicated, would create a clear and present danger of violence and physical harm to a human being, or (vii) where the envelopes, postcards or writing materials are used for purposes of gambling or bartering.

17. Within fifteen (15) days from the Court's entry of this Consent Decree, the Defendant Sheriff shall revise all written policies, procedures, orders, regulations and rules to conform to the above specific injunctive relief, including, but not limited to, Santa Rosa County Outgoing Mail Procedure for Security Staff – Standard Operating Procedure No. 15.48, Santa Rosa County Inmate Mail Procedure – General Order No. O-071, and the Inmate Handbook, and shall provide a copy of all such revised policies, procedures, orders, regulations and rules to class counsel.

VI. NOTICE

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18. Pursuant to Rule 23(e), Federal Rules of Civil Procedure, the Defendant Sheriff, within seven (7) days of the Court's preliminary approval of the Notice of Proposed Settlement (hereinafter "Notice") attached to this Consent Decree as Exhibit A, shall provide the Notice to those members of the Plaintiff Class presently confined at the Jail, by posting a copy of the attached Notice in each dorm until December 31, 2011 in a place plainly readable and accessible to inmates generally, and providing a copy of the attached Notice individually to any inmate who is not housed in a common dormitory setting. The attached Notice shall be posted and distributed in English and Spanish. The cost of providing such notice and distributing copies of this Consent Decree shall be borne by the Defendant Sheriff in his official capacity.

19. Class members shall have until December 31, 2011, to file with the Clerk of the Court any written objections to this proposed Consent Decree, with a copy to class counsel. The Defendant Sheriff shall provide free paper, envelopes and postage to any indigent inmate who wishes to file objections to this Consent Decree. Such communications with the Court shall be considered privileged legal mail by the Defendant Sheriff, his agents and employees.

VII. COSTS, EXPENSES AND ATTORNEYS' FEES

20. **Prevailing Party.** Defendant Sheriff agrees that Plaintiffs are the prevailing parties in this action and, as such, are entitled under 42 U.S.C. § 1988 to reasonable attorneys' fees, costs and expenses. The Defendant Sheriff is liable for and will pay Plaintiffs such reasonable attorneys' fees, costs, and expenses. However, the Defendant Sheriff reserves the right to challenge any and all aspects other than liability of Plaintiffs' application for fees, costs and expenses. The Parties will endeavor in good faith to resolve the current ancillary dispute over the amount of reasonable attorneys' fees, costs and expenses before the Court's final approval and entry of the Consent Decree. However, if the Parties are unable to resolve this

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ancillary dispute before the Court's final approval and entry of the Consent Decree, the Plaintiffs will waive any claim and entitlement to reasonable attorneys' fees, costs and expenses incurred in resolving this ancillary dispute after the Court's final approval and entry of the Consent Decree.

21. **Taxable Costs.** Plaintiffs' counsel shall file a Bill of Costs and other appropriate papers as required by Rule 54.2, Local Rules of the Northern District of Florida, within ten (10) days of the Court's entry of this Consent Decree.

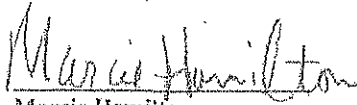
22. **Attorneys' Fees and Litigation Expenses.** Plaintiffs' counsel shall submit appropriate papers regarding Plaintiffs' attorneys' fees and related nontaxable litigation expenses to the Defendant Sheriff's counsel within twenty-eight (28) days of the Court's entry of this Consent Decree. Counsel for the Parties shall thereafter have twenty-eight (28) days to meet and confer in an attempt to settle all attorneys' fees and related nontaxable expenses. If the matter is not settled within the twenty-eight (28) day time frame, Plaintiffs' counsel shall submit appropriate papers to the Court as an application for their reasonable attorneys' fees and related nontaxable expenses, pursuant to Local Rule 54.1(E), Local Rules of the Northern District of Florida.

23. **Enlargement of Time.** The aforementioned time frames for attempting to settle Plaintiffs' attorneys' fees, costs and expenses may be extended by the filing with the Court of a Joint Stipulation of Enlargement.

VIII. CONSENT AND EXECUTION BY PARTIES AND COUNSEL

WHEREFORE the Parties and their counsel do hereby agree to the terms and conditions of the Consent Decree as set forth above, subject to the Court's entry of this Consent Decree below.

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Marcie Hamilton
Class Representative

Date: 12-19-11

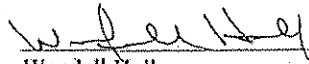


Benjamin James Stevenson (Fla. Bar. No. 598909)
ACLU Found. of Fla.
Post Office Box 12723
Pensacola, FL 32591-2723
bstevenson@aclufll.org
T. 786.363.2738
F. 786.363.1985

Date: Feb 7, 2012

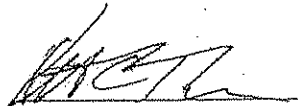
Randall C. Berg, Jr. (Fla. Bar No. 318371)
Joshua A. Glickman (Fla. Bar No. 43994)
Shawn A. Heller (Fla. Bar No. 46346)
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100 SE Second St., Ste. 3750
Miami, FL 33131-2115
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F. 305.358.0910

Randall C. Marshall (Fla. Bar No.: 181765)
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Maria Kayanan (Fla. Bar No.: 305601)
MKayanan@aclufll.org
American Civil Liberties Union Found. of Fla.
4500 Biscayne Blvd., Ste. 340
Miami, FL 33137
T. 786.363.2707



Wendell Hall
Sheriff of Santa Rosa County
5755 East Milton Road
Milton, FL 32583

Date: 1/12/12



Keith C. Tischler
Jolly and Peterson, P.A.
2145 Delta Blvd., Ste. 200
Tallahassee, FL 32303-4209
(850)422-0282
(850)942-5524 (facsimile)
kct@jollylaw.com

Date: 2 January 2012

Counsel for Defendant Sheriff

Case 3:10-cv-00355-MCR-EMT Document 133-1 Filed 12/01/11 Page 16 of 17

F. 786.363.1108

Counsel for Plaintiffs

IX. APPROVAL AND EXECUTION BY THE COURT

This matter came before the Court for a Fairness Hearing on February, 9, 2012. Having conducted such a hearing, and upon the foregoing approvals by the Parties and their counsel, the Court being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED AS FOLLOWS:

1. The Settlement Class is hereby defined as all current and future detainees of the Santa Rosa County, Florida, Jail.
2. The foregoing Settlement Agreement and Consent Decree was entered into in good faith, provides a fair, reasonable, and adequate resolution of the Plaintiffs' claims, and is in the best interest of the Settlement Class.
3. The foregoing Settlement Agreement and Consent Decree constitutes narrowly drawn relief that extends no further than necessary to correct the alleged violation of Plaintiffs' constitutional rights, and is the least intrusive means necessary to correct the alleged violation of Plaintiffs' constitutional rights, pursuant to 18 U.S.C. § 3626(a)(1)(A);
4. The terms and conditions of this Settlement Agreement and Consent Decree are hereby approved and entered as a judicially enforceable Consent Decree;
5. This Court reserves jurisdiction over the Parties in this action, including the Defendant Sheriff, all successors in office to the Defendant Sheriff, and all Settlement Class members, to enforce this Consent Decree in accordance with the terms for the mutual benefit of all the parties.

6. Subject to this Court's jurisdiction over the Parties in this action to enforce this Consent Decree, it is further ordered, adjudged and decreed that the Complaint in this action be dismissed with prejudice.

Done and Ordered in Pensacola, Florida, this 13th day of February, 2012.

sl M. Casey Rodgers
M. CASEY RODGERS
CHIEF UNITED STATES DISTRICT JUDGE

EXHIBIT 7

TO

DECLARATION OF JESSE WING

Case 1:10-cv-01840-WYD-BNB Document 49-1 Filed 04/27/11 USDC Colorado Page 2 of 19

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 10-cv-01840-WYD-BNB

David Clay;
Matthew Deherrera;
Lamont Morgan;
William LaFontaine; and
Cynthia Shaw-Pierce, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Joe Pelle, in his official capacity as Boulder County Sheriff, and
Larry R. Hank, in his official capacity as administrator of the BCJ and Division Chief of the Boulder
County Sheriff Office,

Defendants.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement is made and entered into this 11th day of April, 2011
between David C. Fathi and Mark Silverstein of the American Civil Liberties Union ("ACLU")
who are Appointed Counsel representing all Class Members for the class defined as "all current
and future prisoners in the Boulder County Jail who are subject to or affected by the defendants'
postcard-only policy," hereinafter referred to as "Releasor" and the Boulder County Sheriff,
hereinafter referred to as "Releasee."

~~Case 1:10-cv-01840-WYD-BNB Document 49-1 Filed 04/27/11 USDC Colorado Page 3 of 19~~

RECITALS

A. WHEREAS, on August 3, 2010, Releasor filed a lawsuit designated as Civil Action Number 10-cv-01840-WYD-BNB in the United States District Court for the District of Colorado against Joe Pelle, in his official capacity as Boulder County Sheriff, and Larry R. Hank, in his official capacity as administrator of the Boulder County Jail ("Jail") and Division Chief of the Boulder County Sheriff Office. The lawsuit challenged the portion of Boulder County Jail Inmate Mail Policy Number 15-01-05 that concerned the use of postcards for outgoing non-legal inmate mail.

B. WHEREAS, on March 8, 2011, the Court issued an order granting plaintiff's motion for class certification for the class defined as "all current and future prisoners in the Boulder County Jail who are subject to or affected by the defendants' postcard-only policy," and ordered that David C. Fathi and Mark Silverstein of the ACLU be Appointed Counsel representing all Class Members.

C. WHEREAS, on March 17, 2011 the parties participated in a Settlement Conference with the Honorable Magistrate Judge Boyd N. Boland. A Memorandum of Understanding ("MOU") was prepared to memorialize the settlement terms agreed to by the parties. A copy of the MOU is attached as Exhibit 1 and incorporated herein by reference.

C. NOW, THEREFORE, the parties wish to provide for the settlement of all claims for injunctive relief, declaratory relief, and attorneys' fees, pled or unpled, between the Releasor and Releasee arising out of Civil Action No. 10-cv-01840-WYD-BNB in the United States District Court for the District of Colorado.

WARRANTIES

1. Releasor and Releasee warrant and represent, each to the other, that they have been fully informed and have full knowledge of the terms, conditions and effects of this Agreement.
2. Releasor and Releasee warrant and represent, each to the other, that they have, either personally or through their attorney or attorneys, fully investigated to each party's full satisfaction all facts surrounding the various claims, controversies, and disputes and are fully satisfied with the terms and effect of this Agreement.
3. Releasor and Releasee warrant and represent, each to the other, that no promise or inducement has been offered or made except as herein set forth, and that this Agreement is executed without reliance upon any statement or representation by any other party or her agent.
4. Releasor and Releasee warrant and represent, each to the other, that they have the power and authority to execute this Agreement.

AGREEMENT

1. Undertaking of Releasee.

A. Releasee Boulder County Sheriff, through the Board of County Commissioners of the County of Boulder will tender to Releasor a Boulder County warrant in the total amount of Sixty-five Thousand Dollars (\$65,000.00), within fourteen (14) days of the Court's entry of the Stipulated Judgment and Order incorporating the terms of this Agreement as an Order of the Court pursuant to paragraph 5 of this Agreement. Releasee shall tender this amount as payment for Plaintiffs' counsel's costs and attorneys' fees incurred in this matter.

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B. On April 8, 2011, Releasee changed the Jail's Inmate Mail Policy

regarding outgoing non-legal mail to reflect that:

- i. Postcards shall be utilized by inmates, if at all, on a voluntary basis;
- and
- ii. Inmates shall be allowed to write and send personal letters on paper designated by the Jail for such use and in envelopes supplied by the Jail without having to first ask, and/or receive, permission to do so.

C. Releasee agrees that henceforth it will maintain an inmate outgoing mail policy that:

- i. Does not require inmates to use postcards for their outgoing mail;
- and
- ii. Allows inmates to write personal letters on paper designated by the Jail for such use and in envelopes supplied by the Jail without having to first ask, and/or receive, permission to do so.

D. Releasee further agrees that for two years after the execution of the MOU, it will notify Releasor of any changes to the Releasee's outgoing inmate mail policy as it relates to inmates' abilities to send personal letters on paper and in envelopes.

2. This agreement does not affect Releasee's previously established power under the law to inspect outgoing mail and to read outgoing non-legal mail.

3. Release. In consideration for the relief provided for herein, Releasor fully releases, acquits and forever discharges Releasee, and its employees, attorneys, predecessors, successors and assigns, to whom and for whose conduct the parties hereby released may be liable, including, but not

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limited to the Boulder County Sheriff, Division Chief Larry R. Hank, and the Board of County Commissioners of the County of Boulder, from any and all claims for injunctive and declaratory relief, including class action claims, as well as claims for attorneys' fees, against the Defendants arising out of Civil Action No. 10-cv-01840-WYD-BNB. This release is made by Releasor on behalf of the class certified and defined as "all current and future prisoners in the Boulder County Jail who are subject to or affected by the defendants' postcard-only policy."

4. Attorneys' Fees and Costs. Other than as provided for herein, each party shall bear his/her/its own costs, attorneys' fees, disbursements and expenses of any kind incurred in connection with this matter.

5. Compromise of Disputed Claims. It is understood and agreed that the acceptance of the consideration herein mentioned is in full accord and satisfaction of a disputed claim and that the payment of said sums, the entering into this Agreement or anything recited herein shall not constitute an acknowledgment of any liability whatsoever on the part of the parties or persons released. This Agreement does not include any finding of a constitutional or statutory violation.

6. Enforcement. Upon execution of this Agreement, the parties will file a Joint Motion for Entry of Stipulated Judgment and Order, incorporating the terms of this Agreement as an Order of the Court. The Court shall have the power to enforce this Agreement upon appropriate motion. The prevailing party in any such enforcement action, in addition to any other legal or equitable remedies, shall be entitled to recover attorneys' fees and costs in accordance with the standards set forth in 42 U.S.C. § 1988 as determined by the Court.

7. Prison Litigation Reform Act Compliance. The Parties stipulate that the Settlement Agreement complies with the Prison Litigation Reform Act, and its terms are

narrowly drawn, extend no further than necessary to correct the alleged violation of Plaintiffs' constitutional rights, are the least intrusive means necessary to correct the alleged violation of Plaintiffs' constitutional rights, and that the Proposed Order to be submitted to the District Court pursuant to paragraph 6 of this Settlement Agreement will include these findings.

8. Compliance with Federal Rules of Civil Procedure 23(e) and (h)

A. Upon execution of this agreement, the Parties agree to jointly request that the Court set a date for a hearing, pursuant to Rule 23(e)(2), to consider whether the terms of this Settlement Agreement constitute a fair, reasonable, and adequate resolution of Plaintiffs' claims in the Action. The Parties agree that the terms of this Settlement Agreement provide all the relief requested in the Complaint. Accordingly, the Parties agree that the proposed resolution is not only fair to the absent members of the class, it is also reasonable and adequate.

B. The Parties agree that, pending the Court's approval and pursuant to Rule 23(e), Releasee shall post notice to class members of the proposed resolution of this case (attached hereto as Exhibit 2) in a noticeable location in each of the pods within the Boulder County Jail (and individually deliver the notice to inmates who are in segregation, or otherwise do not have ready access to the location in which the notice is posted), within forty-eight (48) hours after the Court sets a date for a hearing, pursuant to Rule 23(e), to determine whether the resolution is fair, reasonable, and adequate. The notice shall remain posted until the date the Court establishes for the Rule 23(e) fairness hearing. The Parties agree that posting the notice in such a manner is a reasonable way to notify all class members who would be bound by the proposed resolution of this case.

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C. The Parties agree that, upon execution of this Agreement, and pursuant to Federal Rule of Civil Procedure 23(h):

- i. Releasor shall file a motion for reasonable costs and attorneys fees in this Action in the amount of \$65,000;
- ii. Releasee agrees that this motion will be unopposed; and
- iii. Releasee does not contest that an award to Plaintiffs' counsel of \$65,000.00 in attorneys' fees and costs is reasonable in this case.

9. Dismissal. Within fifteen (15) days of Court's Entry of Stipulated Judgment and Order, incorporating the terms of this Agreement as an Order of the Court, the parties will file a Joint Motion to Dismiss With Prejudice Civil Action No. 10-cv-01840-WYD-BNB in the United States District Court for the District of Colorado. The parties agree that the motion shall ask the Court to retain jurisdiction over this Agreement, and that the proposed order of dismissal submitted to the Court shall include such a retention of jurisdiction.

10. Entire Agreement. This Agreement contains the entire contract, understanding and agreement between the Parties, is a full, final and complete compromise settlement of all disputed claims, and supersedes any prior understandings or agreements, all of which are by the execution hereof rendered null and void. The parties expressly warrant and represent that they have carefully read this Agreement, reviewed it with counsel as to its meaning and effect, understand that this is a full, complete and final settlement of all claims and causes of action arising from Civil Action No. 10-cv-01840-WYD-BNB, and is forever binding, and have entered into the Agreement as their own free and voluntary act.

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11. Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be an original as against any party who signed it, and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement this 15 day of April, 2011.

I CERTIFY THAT I HAVE FULLY READ AND UNDERSTAND THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT and I hereby affix my hand and seal this 15th day of April, 2011 as my free and voluntary act.

APPOINTED COUNSEL REPRESENTING
ALL CLASS MEMBERS.

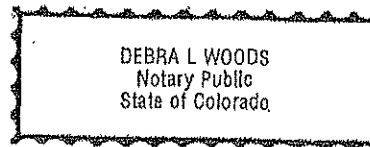
Mark Silverstein
Mark Silverstein, Legal Director
AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF COLORADO
400 Corona Street
Denver, Colorado 80218
Telephone: (303) 777-5482
Fax: (303) 777-1773
Email: msilver2@att.net

David C. Fathi 4/15/11
David C. Fathi, Director*
NATIONAL PRISON PROJECT OF THE ACLU
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915 15th Street NW, 7th Floor
Washington, D.C. 20005
(202) 548-6603
Email: dfathi@npp-aclu.org

*Not admitted in DC; practice limited to
federal courts.

Debra L. Woods
Notary Public

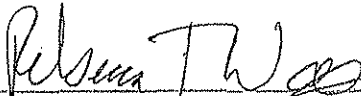
My Commission Expires
8-26-2014

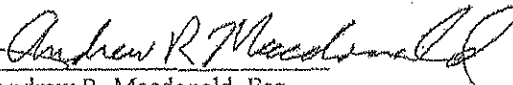


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of 19

APPROVED AS TO FORM:

BOULDER COUNTY ATTORNEY

By: 
Rebecca T. Wallace, Staff Attorney
AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF COLORADO
400 Corona Street
Denver, Colorado 80218
Telephone: (303) 777-5482
Fax: (303) 777-1773
Email: rtwallace@aclu-co.org

By: 
Andrew R. Macdonald, Esq.
Assistant County Attorney
P.O. Box 471
Boulder, CO 80306
Telephone: (303) 441-3190
Fax: (303) 441-4794
Email: amacdonald@bouldercounty.org

ATTORNEY FOR RELEASEE

ATTORNEY FOR RELEASOR

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EXHIBIT 1

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 10-cv-01840-WYD-BNB

David Clay;
Matthew Deherrera;
Lamont Morgan;
William LaFontaine; and
Cynthia Shaw-Pierce, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Joe Pelle, in his official capacity as Boulder County Sheriff, and
Larry R. Hank, in his official capacity as administrator of the BCJ and Division Chief of
the Boulder County Sheriff Office,

Defendants.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") memorializes the terms of the
Parties' agreement to resolve this matter.

1. The settlement is a compromise of all disputed claims. Defendants admit no
liability in this matter.
2. Within twenty-one (21) days of the execution of this MOU, Defendants shall
change the outgoing mail policy of the Boulder County Jail so that:
 - a. Postcards shall be utilized by inmates, if at all, on a voluntary basis; and
 - b. Inmates shall be allowed to write and send personal letters on paper
designated by the jail for such use and in envelopes supplied by the jail
without having to first ask, and/or receive, permission to do so.

- c. This agreement does not affect Defendants' previously established right to inspect outgoing mail and to read outgoing non-legal mail.
3. Defendants agree that henceforth the Boulder County Jail will maintain an inmate outgoing mail policy that:
 - a. Does not require inmates to use postcards for their outgoing mail; and
 - b. Allows inmates to write personal letters on paper designated by the jail for such use and in envelopes supplied by the jail without having to first ask, and/or receive, permission to do so.
 - c. This agreement does not affect Defendants' previously established right to inspect outgoing mail and to read outgoing non-legal mail.
4. For two years after the execution of this MOU, Defendants shall notify Plaintiffs of any changes to the Boulder County Jail's outgoing inmate mail policy as it relates to inmates' abilities to send personal letters on paper and in envelopes.
5. Defendants shall pay Plaintiffs' reasonable costs and attorneys' fees in this matter in the total amount of sixty five thousand and no dollars (\$65,000), subject to final approval by the Board of County Commissioners of Boulder County ("Board"), which shall vote on this settlement by Tuesday, April 12, 2011.
6. Counsel for Defendants', Andrew Macdonald, warrants that:
 - a. He has authority from the Board to settle this matter for a total of \$65,000 in costs and attorneys' fees;
 - b. He has a good faith belief based on facts known to him that the Board will approve the terms of this settlement, including an award of costs and attorneys' fees in the total amount \$65,000; and

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- c. He and Defendants will urge the Board to approve all of the terms of this settlement, including an award of costs and attorneys' fees in the total amount \$65,000.

7. The Parties agree to draft and execute a Settlement Agreement ("Settlement Agreement") containing, *inter alia*, the following language:

- a. This Settlement Agreement does not constitute an admission of liability against the interest of any party. It is a compromise of a disputed claim for the sole purpose of avoiding the expense, hardship and uncertainty of litigation.
- b. This Settlement Agreement will not include any finding of a constitutional or statutory violation.
- c. Plaintiffs agree to waive and release all claims for injunctive and declaratory relief, including class action claims, against the Defendants arising out of Civil Action No. 10-cv-01840-WYD-BNB . Plaintiffs will dismiss their case with prejudice, each party to pay its own fees and costs, except as provided in this Settlement Agreement.
- d. The parties stipulate that the terms of the Settlement Agreement are narrowly drawn, extend no further than necessary to correct the alleged violation of Plaintiffs' constitutional rights, are the least intrusive means necessary to correct the alleged violation of Plaintiffs' constitutional rights, and that the Proposed Order submitted to the District Court pursuant to [paragraph titled "Enforcement," below] of this Settlement Agreement will include these findings.
- e. Enforcement
 - i. Upon execution of this Agreement, the parties will file a Joint Motion for Entry of Stipulated Judgment and Order, incorporating the terms of this Settlement Agreement as an Order of the Court.
 - ii. The Court shall have the power to enforce this Settlement Agreement upon appropriate motion, after due notice and hearing. The prevailing party in any such enforcement action, in addition to all other legal or equitable remedies, shall be entitled to recover attorneys' fees and costs in accordance with the standards set forth in 42 U.S.C. § 1988 as determined by the Court.

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8. Pursuant to ¶7(e), as soon as practicably possible after execution of the Settlement Agreement, the Parties agree to file with the Court a Joint Motion for Entry of Stipulated Judgment and Order, requesting that the Court incorporate the terms of this Settlement Agreement as an Order of the Court.

Executed by the undersigned attorneys this 18th day of March, 2011.

APPROVED:



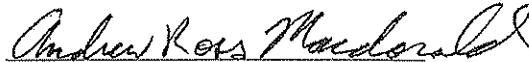
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Counsel for Plaintiffs

**Not admitted in DC; practice limited to
federal courts.*

Attorneys for Plaintiffs



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Counsel for Defendants

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EXHIBIT 2

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 10-cv-01840-WYD-BNB

David Clay;
Matthew Deherrera;
Lamont Morgan;
William LaFontaine; and
Cynthia Shaw-Pierce, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Joe Pelle, in his official capacity as Boulder County Sheriff, and
Larry R. Hank, in his official capacity as administrator of the BCJ and Division Chief of the
Boulder County Sheriff Office,

Defendants.

NOTICE TO BOULDER COUNTY JAIL PRISONERS

1. In March, 2010, the Boulder County Jail ("Jail") implemented a new policy that limited most outgoing inmate mail to postcards.
2. On August 3, 2010, five inmates filed a legal challenge to that policy, arguing that the policy violated inmates' First Amendment rights: *Clay, et al. v. Pelle, et al.*, case number 10-cv-01840-WYD-BNB, United States District Court, District of Colorado. The inmate-plaintiffs also filed a motion to certify the case as a class action.
3. The lawsuit seeks a declaratory judgment and an injunction ordering the Jail to stop what the lawsuit called the "postcard-only" policy. The lawsuit does not seek monetary damages on behalf of any prisoners.
4. On March 8, 2011, the Court issued an order granting plaintiffs' motion for class certification for the class defined as "all current and future prisoners in the Boulder County Jail who

are subject to or affected by the defendants' postcard-only policy." The Court appointed attorneys working for the American Civil Liberties Union ("ACLU") of Colorado and the ACLU National Prison Project to serve as counsel for the class.

5. On April 8, 2011, the Jail rescinded the postcard-only policy and allowed inmates to write and send personal letters on paper designated by the Jail for such use and in envelopes supplied by the Jail without having to first ask, and/or receive, permission to do so.

6. The parties have now agreed to a proposed settlement that will resolve all issues in the case. Pursuant to Fed. R. Civ. P. 23(e), this notice is provided to class members to advise them of the terms of the proposed settlement, which are summarized as follows:

- a. The Jail will henceforth maintain an inmate outgoing mail policy that: (1) does not require inmates to use postcards for their outgoing mail; and (2) allows inmates to write personal letters on paper designated by the Jail for such use and in envelopes supplied by the Jail without having to first ask, and/or receive, permission to do so.
- b. This settlement does not affect the Jail's previously established power under the law to inspect outgoing mail and to read outgoing non-legal mail.
- c. Counsel for Plaintiffs are entitled to an award of reasonable attorney's fees and costs to be paid by the Defendant. The parties have agreed that \$65,000 represents a reasonable amount.

7. The Court has set a date of _____ for a hearing to determine whether the settlement is fair, reasonable, and adequate. Any class member who objects to the proposed settlement may submit an objection. Objections must be postmarked no later than ____, 2011 and should be sent to: _____.

EXHIBIT 8

TO

DECLARATION OF JESSE WING

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Chief Judge Wiley Y. Daniel

Civil Action No. 10-cv-01840-WYD-BNB

DAVID CLAY;
MATTHEW DeHERRERA;
LAMONT MORGAN;
WILLIAM LaFONTAINE; and
CYNTHIA SHAW-PIERCE, on behalf of themselves and all others similarly situated,

Plaintiff,

v.

JOE PELLE, in his official capacity as Boulder County Sheriff; and
LARRY R. HANK, in his official capacity as administrator of the Boulder County Jail and
Division Chief of the Boulder County Sheriff Office,

Defendants.

**ORDER GRANTING FINAL APPROVAL OF SETTLEMENT
OF CLASS ACTION**

This matter is before the Court on the Parties' Joint Motion to Approve Settlement of Class Action and Entry of Stipulated Judgment [ECF No. 49], filed April 27, 2011 and Order and Plaintiffs' Unopposed Motion for Attorneys' Fees [ECF No. 47], also filed April 27, 2011. The Court, being fully advised in these matters, enters the following Findings:

1. Plaintiffs filed a class action complaint on August 3, 2010, challenging the Boulder County Jail's recently implemented outgoing mail policy, which limited most outgoing prisoner correspondence to postcards. [ECF No. 1]. Plaintiffs alleged in their Class Action Complaint that the Boulder County Jail's postcard policy violated the free

speech rights of prisoners under the United States and Colorado constitutions. In this lawsuit, Plaintiffs sought no money damages, but only demanded that Boulder County Jail rescind its postcard policy.

2. On February 17, 2011, Plaintiffs filed a motion for preliminary injunction which this Court set for hearing on April 15, 2011. [ECF Nos. 32, 36].

3. On March 8, 2011, the Court issued an order granting Plaintiffs' motion for certification of a class defined as "all current and future prisoners in the Boulder County Jail who are subject to or affected by the defendants' postcard-only policy," and ordered that David C. Fathi and Mark Silverstein of the American Civil Liberties Union ("ACLU") be Appointed Counsel representing all Class Members. [ECF No. 37].

4. On March 17, 2011, the parties participated in a Settlement Conference with the Honorable Magistrate Judge Boyd N. Boland. On March 18, 2011, Defendants agreed to rescind the postcard policy, and the parties agreed to settle this case.

5. On March 21, 2011, the parties filed a Joint Motion to Hold Case in Abeyance Pending Finalization of Settlement. [ECF No. 41]. On March 23, 2011, the Court granted the parties' motion. [ECF No. 42].

6. The parties have since executed a settlement agreement resolving all claims in this matter, and providing in relevant part for Defendants' termination of the postcard policy and Defendants' payment of \$65,000 in attorneys' fees and costs to Plaintiffs' counsel. In the settlement agreement, the parties agree that a costs and fees award totaling \$65,000 is reasonable in this case.

7. On April 27, 2011, the Parties filed a Joint Motion to Approve Settlement

of Class Action and Entry of Stipulated Judgment and Order requesting this Court to approve the proposed settlement agreement, enter it as an order of the Court, and retain jurisdiction of this case for the purposes of enforcement of the settlement agreement. That same day, Plaintiffs filed an Unopposed Motion for Attorneys' Fees requesting request this Court enter an order that \$65,000.00 is a reasonable attorneys' fee and cost award in this case.

8. The Court held a hearing on August 17, 2011, to consider whether the proposed settlement is fair, reasonable, and adequate. Prior to the hearing, the Court directed that reasonable notice be sent to the class members in the manner provided for in the Joint Motion to Approve Settlement of Class Action and Entry of Stipulated Judgment and Order.

9. The Court, having reviewed the pleadings in this matter, as well as the motions at issue and the proposed settlement agreement, finds that the proposed settlement provides all the relief requested in Plaintiffs' Complaint. Accordingly, the proposed settlement is not only fair to the absent members of the class, it is also reasonable and adequate.

10. The Court further finds that the relief set forth in the settlement agreement is narrowly drawn, extends no further than necessary to correct the alleged violation of Plaintiffs' constitutional rights, and is the least intrusive means necessary to correct the alleged violation of Plaintiffs' constitutional rights.

11. The Court finds that the Plaintiffs are the prevailing parties in this litigation, and that they are entitled to recovery of their reasonable attorneys' fees and costs

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pursuant to 42 U.S.C. § 1988. The Court further finds that an attorneys' fees and costs award of \$65,000 in this case is reasonable, considering Plaintiffs' significant downward departure from actual time spent litigating this case, the significance and scope of the case, the fact that Plaintiffs achieved in settlement all of the relief sought in their complaint, Defendants' continuing defense against Plaintiffs' claims, and Defendants' agreement that Plaintiffs' fee request in this case is reasonable.

Now, therefore, It is hereby

ORDERED that plaintiffs' Unopposed Motion for Attorneys Fees [ECF No. 47] and the Parties' Joint Motion to Approve Settlement of Class Action and Entry of Stipulated Judgment and Order [ECF 49] are hereby GRANTED. It is

FURTHER ORDERED that the proposed settlement agreement is hereby ratified and approved by this Court. It is

FURTHER ORDERED that the Settlement and Release Agreement, attached as Exhibit 1 to Plaintiffs' Joint Motion for Approval of Settlement of Class Action and Entry of Stipulated Judgment and Order [ECF No. 49-1] is incorporated herein by reference in its entirety and is entered hereby as a stipulated judgment and order of the Court. It is

FURTHER ORDERED that Defendants shall pay \$65,000 in attorneys' fees and costs within **14 days** of this Order. It is

FURTHER ORDERED that this Court shall retain jurisdiction of this case for the purposes of enforcement of the settlement agreement.

Dated: August 18, 2011

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BY THE COURT:

s/ Wiley Y. Daniel
Wiley Y. Daniel
Chief United States District Judge

EXHIBIT 9

TO

DECLARATION OF JESSE WING

Scappoose officer to challenge Sheriff Dickerson in reelection bid

THE SPOTLIGHT

Scappoose officer to challenge Sheriff Dickerson in reelection bid

BY STOVER E. HARGER III

The South County Spotlight, Dec 14, 2011

Scappoose Police Officer Anthony Miltich has filed to run for Columbia County Sheriff in 2012, the first to publicly challenge Jeff Dickerson in his reelection bid.

Dickerson told The Spotlight Monday he will look to be reelected next November, citing a desire to continue his efforts of stabilizing the department marred by an ongoing budget crisis.

Dickerson has publicly struggled to balance police services with a dire fiscal reality, a tough job that will continue for whoever is elected next year, he said.

"I've been growing as a sheriff the last four years and I think it would be a waste to just give up," he said. "I love this job."

Miltich and his wife also own Scappoose Outfitters.

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Cody Gellatly, Marty Gray, Brad Tripp, Sala Clark, Adam Langley, Denom Garman and head coach Joe Neill. Front row from left: Marshall Dean, Daniel Rea, Jordan Brittain, team manager Stanley Stimson, Wes Tripp, Nayt Taylor and Erik Sutfin.

Photo by Fred Gibson

Most Incumbents Face Challengers as Filing Deadline Nears

Most incumbents in Columbia and Clatsop counties will face competition in the May 15th primary election as a result of filings so far.

Candidates have until March 6 to file for a variety of state and county seats.

Up for election this year in Columbia County are the positions of sheriff, county commissioner positions 1 and 3, and treasurer.

As of Tuesday afternoon, Feb. 21, two men had filed against Columbia County Sheriff Jeff Dickerson, who has also filed for re-election.

Challenging Dickerson are Anthony Miltich, a City of Scappoose police officer and former businessman, and Dave Fuller, a current Columbia County Sheriff's deputy.

The top two vote-getters in the primary election will compete in the general election in November.

Columbia County Commissioner Earl Fisher, of Clatskanie, is being challenged for position 1 by Colleen DeShazer, currently serving on the Port of St. Helens board of commissioners.

Commissioner Tony Hyde, who is expected to file for re-election to position 3, is being challenged by Jim Gibson of Clatskanie, and Reginald Ward of Vernonia.

There have been no filings so far for county treasurer, a seat now held by Ruth Baker.

Under election laws for non-partisan offices, if a candidate for commission receives at least 50 percent of the vote plus one vote, he or she would be elected in the primary. If no candidate for commissioner receives a majority then the top two vote-getters in the primary would go on to face each other in the general election next fall.

The only issue filed for Columbia County's May ballot is the proposal to annex the city of Clatskanie to the Rainier Cemetery District.

In Clatsop County, Sheriff Tom Bergin is seeking re-election with four other candidates filed against him. They are Bill Fuzia of Astoria, Jim Pierce of Warrenton, Michael V. Nelson of Astoria, and Steve Barnett of Seaside.

Clatsop County Commissioner Patricia Roberts announced