

MUTUAL FULL AND FINAL RELEASE AND SETTLEMENT

WHEREAS, Scott Sternberg on behalf of Christopher Lowery and Bruce Hamilton, Mary Ellen Roy, and Ashley J. Heilprin on behalf of Darold Hines (hereinafter “Plaintiffs”) and Jonathan Vining on behalf of the Louisiana Department of Corrections, James LeBlanc, and Darrel Vannoy (hereinafter collectively “the Defendants”) are entering into this Mutual Full and Final Release and Settlement (hereafter referred to as the “Release Agreement”).

1. RECITALS

1.1. WHEREAS, the Plaintiffs filed a lawsuit against the Defendants currently pending in the Middle District of Louisiana as Case No. 17-00683; *Christopher Lowery and Darold Hines v. State of Louisiana, Department of Corrections; James LeBlanc, in his official capacity as Secretary of the Department of Corrections; and Darrel Vannoy, in his official capacity as Warden of the State Penitentiary at Angola*; United States District Court Middle District of Louisiana, wherein Plaintiffs allege **Louisiana** Department of Corrections Regulation No. C-01-013 violates the First **and Fourteenth** Amendments to the United States Constitution;

1.2. WHEREAS, in order to avoid further time, expense and uncertainties of litigation, and in particularly the award of attorney’s fees as a prevailing party Plaintiff under 42 U.S.C. § 1983, the Plaintiffs and the Defendants desire to enter into a mutual final compromise and settlement of any and all claims in the litigation of the matter described in the foregoing paragraph;

2. AGREEMENT

2.1. In consideration of the Dismissal contained herein, Defendants agree to permit Christopher Lowery or any other person who meets the guidelines remaining in Regulation No. C-01-013 to interview prisoner Darold Hines, without restrictions on the subject of the interview;

2.2. In further consideration for the Dismissal contained herein, Defendants also agree to cease immediately any and all enforcement of Louisiana Department of Corrections (“DOC”) Regulation No. C-01-013, Section 10(B), and to delete said regulation from DOC publications, electronic communications, and internal memoranda, and to promulgate instructions throughout the DOC that said regulation shall not be enforced;

2.3. Furthermore, Plaintiffs agree to accept, in addition to compensation for their attorney’s fees and costs incurred in the following paragraph, the Defendants’ agreement to cease enforcement of DOC Regulation No. C-01-013, Section 10(B), as consideration for the settlement of this matter;

3. ATTORNEY’S FEES

3.1 As part of the full and final settlement of this matter, and in consideration for any outstanding claims for attorney’s fees and costs that exist as of the date of this Release Agreement, Plaintiffs’ attorneys agree to receive the sum of SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00), to be paid to Plaintiffs’ attorneys from Sedgwick Claims Management Services, Inc./Louisiana Office of Risk Management. This amount will be inclusive of all attorney’s fees, costs, and/or expenses incurred in connection with this action, up to and including the date of the entry of this Release Agreement.

3.2 As a result of the full and final settlement of any claims for attorney’s fees, costs, and/or expenses, Plaintiff’s attorneys hereby agree to dismiss, with prejudice, their claims for attorney’s fees, costs, and/or expenses as set forth in Section 4 below.

4. DELIVERY OF DISMISSAL WITH PREJUDICE

4.1. With the execution of this Agreement, counsel for the Plaintiffs and counsel for Defendants shall jointly move the Middle District of Louisiana for Joint Motion for Dismissal *With*

Prejudice of the lawsuit. The Parties here represent that each has authorized their counsel of record to prepare and execute the contemplated Joint Motion for Dismissal *With Prejudice* on their behalf and hereby authorize the filing of said Joint Motion for Dismissal *With Prejudice* with the court and its entry as a matter of record.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

5.1. The Parties each represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement except as otherwise set forth herein.

5.2. The Parties, or their representatives, by signing below personally represent and warrant that they have the sole right and/or the express and exclusive authority from their represented party to execute this Agreement.

6. RELEASE

6.1. NOW THEREFORE, Plaintiffs do hereby fully RELEASE, ACQUIT AND FOREVER DISCHARGE the Defendants, including their past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, heirs, assigns, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the Parties now have or which may hereafter accrue or otherwise be acquired on account of, or in any way growing out of the facts alleged in the lawsuit (and all related pleadings), *Christopher Lowery and Darold Hines v. State of Louisiana*,

Department of Corrections; James LeBlanc, in his official capacity as Secretary of the Department of Corrections; and Darrel Vannoy, in his official capacity as Warden of the State Penitentiary at Angola; United States District Court Middle District of Louisiana Case No. 17-00683.

6.2. The Parties hereby acknowledge and agree that the Release set forth herein is a general release. The Parties further agree that they do and have accepted the terms of this Agreement as a full and complete compromise of matters involving disputed issues of law and fact. It is understood and agreed by the Parties that this settlement is a compromise, and that settlement via this Settlement Agreement described herein is not to be construed as an admission of liability by any party on any issue.

7. EFFECTIVENESS

7.1. This Settlement Agreement shall become effective immediately following execution by each party.

8. MULTIPLE COUNTERPARTS

8.1. It is expressly understood and acknowledged by the Parties that this Settlement Agreement will be executed in multiple counterparts for the convenience of the Parties.

This MUTUAL FULL AND FINAL RELEASE AND SETTLEMENT is executed in multiple originals in the presence of the undersigned witnesses.

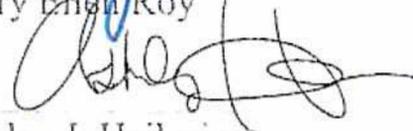
AGREED TO BY:


Jonathan Vining
Louisiana Department of Public Safety
& Corrections


Bruce Hamilton
ACLU Foundation of Louisiana


Mary Ellen Roy

Mary Ellen Roy



Ashley J. Heilprin
ACLU Foundation of Louisiana
Cooperating Attorneys
Phelps Dunbar LLP
Counsel for Darold Hines



Scott Sternberg
Sternberg, Naccari & White, LLC
Counsel for Christopher Lowery

Counsel for Defendants

Signed on this 22nd day of March, 2018

Signed on this 22nd day of March, 2018.