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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
(VICINAGE OF TRENTON)**

HOWARD THOMPSON, JR.,

Plaintiff,

v.

MICHELLE R. RICCI, in her official capacity
as Administrator, New Jersey State Prison; and
GEORGE W. HAYMAN, in his official capacity
as Commissioner, New Jersey Department of
Corrections,

Defendants.

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Hon. Anne E. Thompson, U.S.D.J.
Hon. Douglas Arpert, U.S.M.J.

Civil Action No. 08-5926 (AET/DEA)

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SETTLEMENT AGREEMENT

To settle Plaintiff's claims and terminate this lawsuit, Plaintiff Howard Thompson, Jr., and Defendants Michelle R. Ricci and George W. Hayman hereby agree as follows:

(1) Defendants, their officers, agents, successors, servants, employees, attorneys, and anyone acting in concert with them agree to permit Plaintiff to deliver sermons or morning messages during Protestant religious services where the following conditions are met:

- (a) The chaplain or approved volunteer conducting the religious service agrees to permit Plaintiff to deliver the sermon or morning message during any particular service;
- (b) The sermon or morning message is delivered under the supervision of a chaplaincy staff member and/or an approved volunteer, who is actively engaged in the religious service;
- (c) The religious service is conducted by a chaplain or an approved volunteer;
and
- (d) An outline of the sermon or morning message has been provided for advance review and approval by the chaplain or approved volunteer conducting the religious service.

(2) Defendants, their officers, agents, successors, servants, employees, attorneys, and anyone acting in concert with them agree to permit Plaintiff to present lectures or teach lessons during Bible study classes (currently held on Sunday evenings) where the following conditions are met:

- (a) The chaplain or approved volunteer conducting the Bible study class agrees to permit Plaintiff to lecture or teach during any particular class;

- (b) The lecture or lesson is presented under the supervision of a chaplaincy staff member and/or an approved volunteer, who is actively engaged in the Bible study class;
- (c) The Bible study class is conducted by a chaplain or an approved volunteer; and
- (d) An outline of the lecture or a lesson plan has been provided for advance review and approval by the chaplain or approved volunteer conducting the Bible study class.

(3) If a chaplain or approved volunteer withholds consent to deliver a sermon or morning message at Protestant religious services or to present a lecture or lesson during Bible study classes, he or she shall provide to Plaintiff a written explanation of the reason(s) therefor.

(4) Nothing in this agreement grants Plaintiff any authority over any other inmate at the New Jersey State Prison or in the New Jersey Department of Corrections.

(5) Nothing in this agreement grants Plaintiff any authority over any religious service or Bible study class. By permitting Plaintiff's delivery of a sermon or morning message during religious services or Plaintiff's lecturing or teaching during a Bible study class, neither the chaplain nor approved volunteer conducting the service or class consents to relinquishing control over the event. The chaplain or approved volunteer conducting any religious service at which Plaintiff is permitted to deliver a sermon or morning message or any Bible study class at which Plaintiff is permitted to present a lecture or teach a lesson is hereby deemed to be the authority in control of that service or class.

(6) Upon execution by the parties, through their representatives, this settlement agreement shall constitute written authorization from the Department of Corrections Commissioner to the Administrator of the New Jersey State Prison to implement paragraphs 1-5 above.

(7) Consistent with paragraphs 1-6 above, Defendants agree to provide a copy of this agreement to any chaplaincy employee(s) and approved volunteer(s) conducting Protestant religious services or Bible study classes attended by Plaintiff.

(8) Defendants agree to implement an internal management procedure ("IMP") consistent with the terms of paragraphs (1) and (2) of this agreement, and will provide a copy of the final IMP to Plaintiff's counsel.

(9) Defendants' consent to this agreement and compliance with its terms, as provided above, do not constitute an admission of liability or wrongdoing by Defendants.

(10) This agreement shall be binding on Defendants' successors and assigns, and shall apply at any New Jersey Department of Corrections facility at which Plaintiff is incarcerated. If Plaintiff is transferred to a DOC facility other than the New Jersey State Prison, this executed agreement shall constitute authorization from the Department of Corrections Commissioner to the Administrator of said facility to implement paragraphs 1-5 above.

(11) This agreement shall expire upon Plaintiff's release from the New Jersey Department of Corrections.

(12) Each party shall bear its own costs and attorneys' fees associated with the prosecution and/or defense of the above-captioned lawsuit.

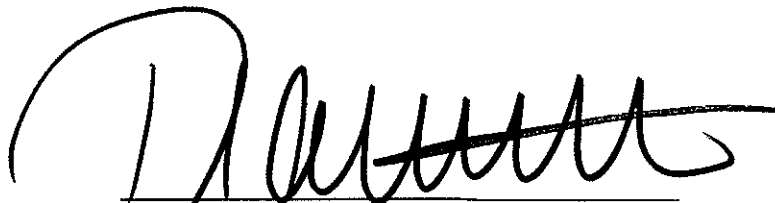
(13) Counsel of record for each of the parties represents that it is authorized to enter into this Settlement Agreement on behalf of its respective client in this action and the

undersigned attorney represents that he or she is authorized to sign on behalf of the firm that is counsel of record.

IT IS SO AGREED on the 24 day of November, 2009



Daniel Mach
Counsel for Plaintiff, on behalf of Plaintiff



Dianne M. Moratti
Counsel for Defendants, on behalf of Defendants