

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**”) is entered into by and between David Stevenson (“**Stevenson**”) and the Delaware Department of Correction (“**DOC**,” and together with Stevenson, the “**Parties**”).

WHEREAS, Stevenson is an inmate at the James T. Vaughn Correctional Center (“**Vaughn**”);

WHEREAS, Stevenson contends that DOC has not provided him access to appropriate religious counseling in violation of his rights under the First Amendment and the Religious Land Use and Institutionalized Persons Act;

WHEREAS, DOC disagrees with each of David Stevenson’s contentions and alleges that his rights have not been violated; and

WHEREAS, Stevenson has sought pastoral counseling from Imam Ismaa’eel Hackett (“**Imam Hackett**”), a Sunni Salafi Muslim imam, and Imam Hackett has offered to provide pastoral counseling to Stevenson at Vaughn;

NOW THEREFORE, in exchange for valuable consideration, including the forbearance of litigation, the Parties hereby agree as follows:

1. DOC will temporarily permit Imam Hackett the status of religious volunteer with respect to Stevenson.
2. Imam Hackett’s religious visitations pursuant to this Settlement Agreement shall not interfere with the various other privileges Stevenson claims are being improperly restricted due to DOC’s requirement that Stevenson’s visits with Imam Hackett be scheduled as regular visits.
3. Imam Hackett’s status as volunteer will be limited to the visitation area of Stevenson’s housing unit.
4. The visits that Stevenson has with Imam Hackett will not reduce the number of visits Stevenson may have with other persons.
5. Stevenson’s visits with Imam Hackett may not last more than 45 minutes each, which the DOC represents is the limit routinely imposed on pastoral visits by volunteers.
6. Imam Hackett will be permitted to bring necessary religious texts and similar items and pen and paper to the visits.

7. Imam Hackett will be required to schedule visits in the same manner in which all other clergy volunteers are required to schedule visits.

8. DOC will endeavor to have Imam Hackett's visits with Stevenson take place in the "cages" area located behind Building 20's control room, if that space is available when Imam Hackett schedules each such visit.

9. If the "cages" area is not available at the time when a visit by Imam Hackett is to take place, the visit will take place in the SHU visiting room.

10. Imam Hackett will be permitted to use the internal mailing system to send letters and literature to Stevenson so long as possession of the volume of materials sent is consistent with Stevenson's Quality of Life level and the amount of materials he is permitted to possess in his cell, and Stevenson's distribution of these materials to third parties shall not be permitted unless such distribution is consistent with the SHU housing rules.

11. Stevenson may request permission to bring pen and paper to the sessions with Imam Hackett, but this agreement shall not usurp the security function of the Lieutenant responsible for SHU as to a such request by Stevenson.

12. This agreement is contingent upon Stevenson adhering to the SHU housing rules, and DOC has reserves its right under the law to alter the conditions of, or terminate, Stevenson's access to pastoral counseling by Imam Hackett if the documented behavior of either makes such access contrary to the compelling state interests of prison security and discipline.

13. In the event that DOC locates a suitable imam of the sect of Islam to which Stevenson adheres (the "**Alternative Imam**") who will provide Stevenson with pastoral counseling with the same frequency and duration as Imam Hackett is willing to provide, DOC may replace Stevenson's right to receive pastoral counseling from Imam Hackett under this agreement with the right to see the Alternative Imam as a Volunteer.

14. The Parties hereby declare that the terms of this Settlement Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, settlement and release of any and all claims identified herein.

15. The Parties shall each bear their respective attorneys' fees and costs relating to the costs associated with the settlement negotiations and implementation of this Settlement Agreement.

16. The Parties hereto have read all of the foregoing and represent that this

Settlement Agreement has been explained to them by their respective legal counsel, and that each understands all of the provisions hereto.

17. This Settlement Agreement shall be binding upon all successors and assigns of each of the Parties to this Settlement Agreement.

18. Neither this Settlement Agreement, nor the settlement provided for herein, nor any statement made, action or position taken, or document prepared or executed in connection with the negotiation, execution, or implementation of this Settlement Agreement or the compromise and settlement of claims provided for herein shall be deemed to be, or construed as, an admission by any Party of any liability, wrongdoing, act, or matter or that any claim or defense has or lacks merit. This Settlement Agreement shall not limit any right that Stevenson may assert for pastoral counseling, and shall not limit any right that Imam Hackett has to be approved as a Volunteer.

19. This Settlement Agreement contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements of the Parties with respect to the subject matter hereof, if any, are merged into this Settlement Agreement.

20. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the choice of law principles of the State of Delaware. For purposes of construing this Settlement Agreement, none of the Parties shall be deemed to have been the drafter of this Settlement Agreement.

21. The parties to this Agreement do not intend to create in any non-party the status of third party beneficiary. This Agreement shall not be construed in a manner which creates a private right of action to any non-party against the State of Delaware, DOC, or its employees. The rights, duties and obligations contained in this Agreement shall bind only the parties to this Agreement.

22. In entering into this Agreement, the DOC does not admit any violations of the constitutional rights of inmates confined at any of its facilities, nor does it admit any violation of state or federal law. This Agreement may not be used as evidence of liability in any legal proceeding and the parties expressly agree that this Agreement constitutes a compromise offer pursuant to Federal Rule of Evidence 408.

23. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

24. This Settlement Agreement may be executed in counterparts and all

counterparts so executed shall constitute one agreement which shall be binding on the Parties hereto.

25. This Settlement Agreement, and the obligations of the Parties hereunder, shall be in full force and effect upon execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by themselves or on their behalf by their respective attorneys as of the date first above mentioned.

Dated: _____, 2012

David Stevenson

By: _____

Print Name: _____

Dated: _____, 2012

Delaware Department of Correction

By: _____

Print Name: _____

Title: _____