

## Settlement Agreement

(1) The parties to *West v. Manson*, No. 83-cv-366 (D. Conn.), as they existed on April 1, 2017 (“the parties”), were the plaintiff class of women who are or who in the future will be confined in Connecticut’s correctional institution for women and the plaintiff class of children of these women (hereinafter “plaintiffs”), and the defendant Commissioner of Correction in his official capacity (hereinafter “the defendant”). The parties agree as follows to resolve the defendant’s pending motion to terminate Section IX, Paragraph 2 of the 1989 Consent Decree in the case. The plaintiffs shall not oppose the defendant’s pending motion to terminate. As consideration for the plaintiffs’ relinquishment of their rights to oppose the motion, the defendant shall, as set forth in this Agreement, arrange for provision on a gender neutral basis of civil legal assistance to indigent inmates incarcerated in correctional institutions as follows:

(a) Contract to arrange for an attorney or paralegal to travel to Connecticut Department of Correction (DOC) facilities and conduct trainings and seminars to increase inmates’ knowledge of the legal proceedings and remedies that they may avail themselves of in order to maintain or restore family integrity including, but not limited to, representing themselves or otherwise participating in divorce proceedings in which child custody and/or visitation is in dispute, and child custody and/or visitation modification proceedings. The defendant shall bear no responsibility to furnish inmates with legal advice or representation. The defendant

shall facilitate the contracted attorney's or paralegal's visit to each DOC facility once each year for such trainings and seminars. If issues arise regarding inmates' interest and demand, or if logistical problems arise, the defendant may propose a different visit schedule through the dispute resolution procedure referenced in Paragraph (5).

(b) Enter into an agreement to provide incarcerated inmates with access to the legal self-help materials published on CTLawHelp.org, in a format acceptable to the defendant. When such CTLawhelp.org materials are provided to the defendant in an acceptable format by the administrator of CTLawHelp.org, the defendant will make the materials accessible to DOC inmates using available methods of technology, including uploading the materials onto computers accessible to inmates. Where computers are not available, paper copies of the family law materials described in Paragraph 1 (c) below will be made available to inmates when those copies are supplied to the defendant by ILAP, or the defendant may refer inmates to ILAP to obtain paper copies of family law materials as described in Paragraph 1 (c).

(c) As long as the defendant contracts for the provision of legal services to inmates in DOC facilities, the defendant's contracted legal services provider will also make the family law materials on CTLawhelp.org or other comparable appropriate legal materials available to inmates upon request. This includes materials such as those currently posted on CtLawhelp.org in the section on "Family & Safety" ("Abuse & Violence," "Child Support," "Divorce & Separation," "Child Custody & Visitation," and "Children's Rights"), as well as the Standby Guardianship materials available

under “Immigration,” and the Powers of Attorney materials available under “Elder.” When CTLawhelp.org provides a list of such materials available on the site to the defendant, the defendant will post that list in common areas of DOC facilities.

(2) In the event of a significant reduction in appropriations for legal services to inmates, such that the defendant can no longer provide the services set forth in paragraph 1(a) and (c) of this Agreement, the defendant Commissioner shall notify the plaintiffs’ attorneys as soon as reasonably practicable, and no later than seven (7) business days, of any significant reduction in appropriations. “Significant” for the purposes of this agreement is any reduction in appropriations which makes it impossible to provide fifteen family law workshops in any calendar year.

(3) After notification to the plaintiffs’ counsel, the parties shall be required to meet and confer, as set forth in the “Dispute Resolution Procedure,” outlined below.

(4) If, after invoking the dispute resolution procedure in Paragraph 5, the parties agree or a court determines that the reduction in appropriations makes it impossible to continue to provide the legal services and programs for family law as set forth in paragraph 1(a) and (c) of this Agreement while at the same time meeting all of the Commissioner’s constitutionally required obligations for inmate access to court, then said paragraphs shall become null and void and the Department’s obligations under them shall terminate.

(5) Dispute Resolution Procedure. The parties agree to the dispute resolution procedure set forth in this paragraph. No application may be made by the parties directly to the Court to enforce or vacate this Agreement absent exhaustion of the procedures set forth below, and this Agreement provides for no money damages to be sought by the parties.

(a) Notice. Counsel for the party raising the dispute shall notify the opposing counsel in writing, detailing the nature of the alleged dispute and the proposed remedy, with specific reference to the enumerated paragraphs in this Agreement that are alleged to have been breached or are otherwise the subject of the dispute.

(b) Conferral. The parties, through their respective counsel, shall meet and confer as soon as possible regarding the dispute and shall exchange their recommended resolution of the dispute to each other within 30 days of receipt of the claim.

(c) Mediation. If the parties are unable to agree upon a recommended resolution within a reasonable time not to exceed 60 days from the date of receipt of the claim, they shall contact an appropriate judicial officer and meet with the Court in an effort to resolve the dispute.

(d) Judicial proceedings. If the parties are unable to reach a resolution

through their mediation within a reasonable time not to exceed 90 days from the initial date of contacting the judicial officer, the parties may file an appropriate action in the state court seeking either enforcement of the Agreement or vacatur of the Agreement.

(6) Paragraph 1(a) and (c) of this Agreement shall remain in effect so long as the defendant Commissioner of Correction contracts with attorneys to provide constitutionally required legal services to inmates. Paragraph 1(b) of this Agreement shall remain in effect so long as the CTlawhelp.org materials are provided to the defendant, and so long as the defendant continues to provide access to inmate computers or comparable technologies.

(7) This Agreement shall terminate as specified in Paragraph 6 by its own terms and operation without the need for the filing of any motions or for the entry of any further order of any state or federal court. Upon termination of the Agreement, all jurisdiction of any court shall end. In the event there is any action related to this Agreement pending on that date, not including the pending *West v. Manson* action itself in the United States District Court for the District of Connecticut, the Court shall be bound to dismiss any such action or proceedings, which shall be dismissed with prejudice, and any pending motions that may have been filed shall be dismissed as moot as no court would have jurisdiction.

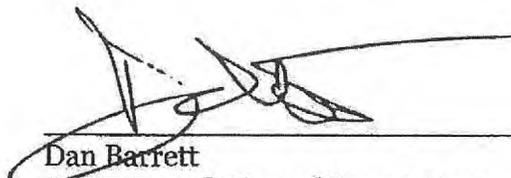
(8) The parties agree not to unilaterally seek to modify, extend, add to, terminate,

or otherwise challenge this Agreement outside of the Dispute Resolution Procedures in Paragraph 5 for the duration of the time that it is effective.

(9) This agreement is a private settlement agreement as that term is defined by 18 U.S.C. § 3626(c)(2), is enforceable in the Connecticut Superior Court, and shall be construed in conformance with Connecticut law. This agreement was jointly drafted by the parties, and any ambiguity shall not be held against any party to it. This agreement constitutes the complete understanding between the undersigned parties and cannot be modified except by a writing signed by both parties. This agreement may be executed in counterparts which, when taken as a whole, shall constitute one valid and binding original.

For the plaintiff class of  
incarcerated women:

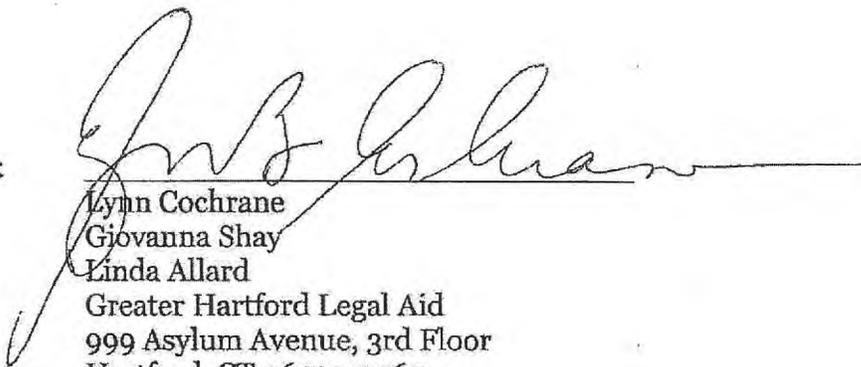
Date: June 30, 2017



Dan Barrett  
ACLU Foundation of Connecticut  
765 Asylum Avenue, 1st Floor  
Hartford, CT 06105  
e-filings@acluct.org  
(860) 471-8471

For the plaintiff class of children:

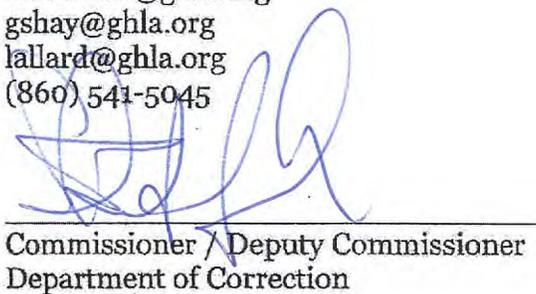
Date: 6/30/17



Lynn Cochrane  
Giovanna Shay  
Linda Allard  
Greater Hartford Legal Aid  
999 Asylum Avenue, 3rd Floor  
Hartford, CT 06105-2465  
lcochrane@ghla.org  
gshay@ghla.org  
lallard@ghla.org  
(860) 541-5045

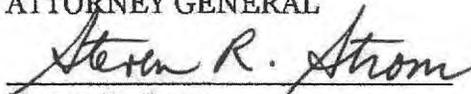
For the defendants:

Date: 6-30-17



Commissioner / Deputy Commissioner  
Department of Correction

GEORGE JEPSEN  
ATTORNEY GENERAL



Steven R. Strom  
Attorney General's Office  
110 Sherman Street  
Hartford, CT 06105  
steven.strom@ct.gov  
(860) 808-5450