

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

PRISON LEGAL NEWS, *et al.*,

Plaintiffs;

UNITED STATES OF AMERICA,

Plaintiff-Intervenor;

v.

BERKELEY COUNTY SHERIFF
H. WAYNE DEWITT, *et al.*,

Defendants.

No. 2:10-cv-02594-MBS

CONSENT INJUNCTION

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I. Introduction

1. Prison Legal News, the Human Rights Defense Center, the United States of America, H. Wayne Dewitt, and the Berkeley County Sheriff's Office (collectively, "the Parties"), enter into this Consent Injunction with the purpose of ensuring that detainees at the Berkeley County Detention Center ("BCDC") receive publications and religious material in accordance with the First Amendment of the United States Constitution and the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc ("RLUIPA"). In particular, the provisions of this Consent Injunction are designed to ensure that BCDC detainees receive all the publications and religious materials sent to them, as required by the First Amendment and RLUIPA, unless BCDC has a legally valid reason for denying BCDC detainees access to these publications and religious materials.
2. The Parties recognize that ensuring BCDC detainee access to publications and religious material serves the important correctional goals of rehabilitating detainees and promoting the safety, security, and good order of BCDC through the provision of activities for detainees. BCDC is an integral part of the public safety system in Berkeley County. Through this Agreement, the Parties seek to ensure that prisoners' and publishers' constitutional rights are protected. By providing for constitutional conditions at BCDC, and protecting the constitutional rights of publishers to communicate with prisoners through the mail, the Sheriff and County will also provide for the safety of staff and promote public safety in the community. The Parties recognize that the conditions at BCDC and the treatment of prisoners confined there have an impact on prisoners'

successful re-integration into the community upon release, the re-offense rates of released prisoners, and public confidence in the criminal justice system.

3. Defendants in this action are Sheriff H. Wayne Dewitt and the Berkeley County Sheriff's Office ("BCSO").
4. This Consent Injunction resolves the United States' suit against Sheriff DeWitt and BCSO pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 ("§ 14141"), the First Amendment, and RLUIPA. This Consent Injunction further resolves the injunctive relief sought by Prison Legal News and the Human Rights Defense Center under 42 U.S.C. § 1983 and the First and Fourteenth Amendments. This Consent Injunction does not resolve Plaintiffs' claims for damages and attorneys' fees.
5. It is understood and agreed that the Defendants are entering into this agreement, in part, to resolve the unknown and potentially expensive nature of this lawsuit. While certain violations necessarily had to be admitted in order to resolve the case, it is understood and agreed that Defendants' admissions go no further than those made in Paragraph 50 of this document.

II. Definitions

6. "Effective Date" shall mean the date that this Consent Injunction is entered as an order of the Court.
7. "Sheriff" shall refer to the Berkeley County Sheriff, including all successors in office.
8. "Defendants" shall refer to Sheriff H. Wayne Dewitt (including all successors in office), and the Berkeley County Sheriff's Office ("BCSO").
9. "Berkeley County Detention Center" or "BCDC" shall refer to the facility in Berkeley County used by the Sheriff for the purposes of detaining persons, or any successor or additional facilities used by the Sheriff for this purpose.
10. "Director" shall refer to the highest ranking official at BCDC, who currently is Captain Clifford L. McElvogue.
11. "Inmate" or "detainee" shall mean any person who is held in custody by the Sheriff in BCDC.
12. "Religious exercise" shall be defined by reference to 42 U.S.C. § 2000cc-5(7).
13. "Religious material" shall refer to any and all material used for sincere religious exercise. Such material may include publications, clothing, beads, and other accessories.
14. "Publications" shall refer to all reading material mailed to BCDC for receipt by inmates, including books, newspapers, magazines, catalogs, brochures, and religious pamphlets.
15. "Publisher" shall refer to any publisher, retailer, distributor, or book club that sells or distributes publications.
16. "Bulk mail" shall refer to publications sent to BCDC that are addressed only to BCDC and are not addressed to any individual detainee in BCDC. Bulk mail does not include any publication or group of publications addressed to a specific detainee or detainees.

17. “Substantial compliance” shall mean that Defendants have achieved compliance with most or all of the components of the relevant provision of the Consent Injunction for a period of one year. To achieve substantial compliance, any failures to comply with the Consent Injunction provisions must be occasional at most, and must not indicate any systemic problems.
18. “Including” shall mean “including, but not limited to.”
19. “Plaintiffs” shall refer to Plaintiffs Prison Legal News and the Human Rights Defense Center.
20. “The United States” shall refer to Intervenor the United States of America.

III. Substantive Provisions

21. In order to ensure that BCDC detainees are able to exercise the rights guaranteed to them by the First Amendment and RLUIPA, the Parties agree that BCDC will implement:
 - a. An “incoming publications policy” governing BCDC detainee access to publications and publishers’ right to send publications to BCDC detainees and detailed in Section III.A of this Consent Injunction;
 - b. A “staples policy” governing BCDC detainee access to publications containing staples and detailed in Section III.B of this Consent Injunction;
 - c. A “religious materials policy” governing BCDC detainee access to religious materials and detailed in Section III.C of this Consent Injunction;
 - d. Training for BCDC personnel on the religious materials policy, the publications policy, and the staples policy (collectively, the “Consent policies”), as described in Section III.D of this Consent Injunction; and
 - e. Accountability and oversight measures permitting the Parties to assess Defendants’ compliance with the First Amendment, the Fourteenth Amendment, and RLUIPA, as described in Section III.E of this Consent Injunction.
22. The Consent policies shall not impair reasonable limitations set by BCDC on the amount of material a BCDC detainee may keep in the detainee’s cell. If delivery of an item covered by the Consent policies to a detainee would exceed such reasonable limitation, BCDC shall provide the detainee with the opportunity to reduce the items in the detainee’s cell so that the detainee may receive the item covered by the Consent policies.

A. Incoming Publications

23. The Consent Injunction provisions related to BCDC detainee access to mailed publications shall have the following outcomes:
 - a. BCDC detainees shall be permitted to receive and retain any and all publications which do not threaten BCDC safety or security. Permissible publications include *Prison Legal News*, soft cover books, news magazines, sports and entertainment magazines, other general interest publications, and newspapers of general circulation.

- b. The Defendants will only limit BCDC detainees' ability to receive and retain publications after a Formal Determination that a given publication constitutes a genuine threat to BCDC security or safety.
24. Within 30 days of the Effective Date, Defendants shall permit inmates to receive and retain publications in accordance with the First Amendment. To comply with this provision, Defendants shall implement a policy (the "incoming publications policy") that provides, at a minimum, the following:
- a. BCDC detainees shall be permitted to receive all publications sent from a publisher, retailer, distributor, or book club, subject to the conditions set forth below in Paragraph 24.b. The Director may make an exception to allow publications from additional sources if the requesting detainee provides written documentation that the publication in question is not available from a publisher, retailer, distributor, or book club.
 - b. Defendants shall reject a publication only after a Formal Determination by the Director that the publication is a genuine threat to the safety or security of BCDC.
 - i. Formal Determinations must be made according to the procedures described in Section III.E.
 - ii. No publication shall be rejected solely because it contains religious, philosophical, political, or social content.
 - 1. Publications containing sexually explicit material shall be rejected only after a Formal Determination by the Director that the material, by its nature, poses a threat to the safety or security of BCDC.
 - 2. Sexually explicit material subject to rejection includes graphic depictions of explicit sexual acts, sado-masochism, bestiality, or depictions of actual nudity contained in publications that regularly feature such depictions.
 - a. "Actual nudity" is defined as depictions of the male or female genitalia or the fully exposed female breast.
 - b. Explicit material does not include suggestive pictures or advertisements in magazines that do not regularly feature actual nudity, such as sports magazine swimsuit issues, or occasional depictions of nudity that appear in publications such as *National Geographic*.
 - iii. No publication shall be rejected solely because its content is unpopular or repugnant.
 - iv. A publisher may appeal a rejection of any publication within 15 days of receiving notice of the rejection.
 - c. After any rejection of a publication, Defendants shall provide the sender of the publication with written notice, which shall include 1) the specific item rejected; 2) the date of rejection; 3) the name of the inmate to whom the publication was

mailed; 4) a reasonable description of the reason for rejection; and 5) a copy of the Formal Determination regarding the rejection. Defendants shall provide the sender a right of appeal of the Formal Determination to the Sheriff, and shall notify the sender of this right. Defendants shall retain all rejected publications until expiration of the publisher's appeals period or, in the event that a publisher files an appeal, until disposition of the appeal.

- d. After any rejection of a publication, Defendants will provide written notice to the detainee to whom the publication was sent, which shall include 1) the specific item rejected; 2) the date of rejection; 3) a reasonable description of the reason for rejection; and 4) a copy of the Formal Determination regarding the rejection.
- e. Defendants shall retain all rejected publications until the Director issues a Formal Determination. If the rejection is upheld by a Formal Determination, BCDC shall provide the inmate with the following options of disposing of the rejected publication: (1) return to sender; or (2) at the inmate's expense, send to person or entity designated by the inmate to receive rejected publications.

B. Incoming Stapled Publications

25. The Consent Injunction provisions related to access to stapled publications in this section shall have the following outcomes:

- a. BCDC detainees shall be permitted to receive publications that contain staples or, alternatively, BCDC personnel shall remove the staples from publications sent to BCDC detainees and deliver the publications according to policy.

26. Within 30 days of the Effective Date, Defendants shall permit inmates to receive publications containing staples or require BCDC mailroom staff to remove staples from publications. To comply with this provision, Defendants shall implement within 30 days from the Effective Date a policy (the "staples policy") that provides, at a minimum, the following:

- a. Any publication sent to a BCDC detainee that contains staples and otherwise comports with BCDC policies shall be delivered to the BCDC detainee to whom it is addressed. No publication mailed to a BCDC detainee shall be rejected solely because it contains staples.
- b. The sole alternative to delivery of stapled publications to BCDC detainees shall be BCDC removing staples from the publications prior to delivery.

27. BCDC shall not be required to deliver bulk mail to detainees and shall not be required to remove staples from bulk mail.

C. Access to Religious Material

28. The Consent Injunction provisions related to access to religious material in this section shall have the following outcomes:

- a. BCDC detainees shall be permitted to receive and retain any and all religious material, within the lawful parameters established by RLUIPA.
- b. The Defendants shall limit the right of BCDC detainees to receive and retain religious material only after a Formal Determination that a specific article of

religious material poses a genuine threat to safety or security, and further determines that there are no less restrictive alternatives that address those safety or security interests.

29. Within 30 days of the Effective Date, the Defendants shall permit inmates to receive and retain any religious material in accordance with RLUIPA. To comply with this provision, Defendants shall implement a policy (the "religious materials policy") that provides, at a minimum, the following:
- a. BCDC detainees shall ordinarily be permitted to receive and retain religious material subject to the conditions set forth below in Paragraph 29.b. Permissible religious materials include: a primary religious text, such as the Christian Bible, the Torah, or Koran; devotionals, pamphlets, or other religious publications; religious clothing, such as kufis or other headwear; prayer rugs; and prayer beads.
 - b. Should the Director determine that a given article of religious material threatens BCDC safety or security, the Director shall prohibit possession or use of the religious material only after a Formal Determination that there is no other less restrictive means for the detainee to possess or use the material.
 - i. Formal Determinations must be made according to the procedures described in Section III.E.
 - ii. Examples of less restrictive means include: restricting the time or place where religious material may be worn or used; determining whether alternative religious material is available; and evaluating BCDC operations to assess whether accommodation of the use or possession of the religious material is permissible through alteration of BCDC policies and procedures.
 - iii. If a less restrictive alternative is available, a BCDC staff member must present the alternative to the requesting detainee. BCDC shall document any alternatives presented to detainees and the detainees' responses to those alternatives.
 - iv. If a Formal Determination made under this section does not reflect Defendants' analysis of less restrictive means, it shall be deemed an invalid basis for rejecting religious material.

D. Training

30. Within 60 days of the Effective Date, Defendants shall provide formal training for BCDC personnel for implementation of the Consent Policies. The training provided by Defendants shall be required for all BCDC personnel and must be completed within 90 days of the Effective Date.
31. The formal training shall include: providing copies of the Consent policies to all current BCDC personnel; a live training that explains the Consent policies, and a signed verification that every BCDC employee participated in the live training and received the consent policies.

32. The training material developed by Defendants for implementation of this section, and all revisions thereto, shall be promptly submitted to the United States and Plaintiffs.

E. Approval Process, Accountability, and Oversight

Procedures for Detainee Requests and Approval

33. Within 30 calendar days of the Effective Date, the Defendants shall implement a system of detainee requests for publications or religious material that provides, at a minimum:
- a. BCDC must provide all inmates with a standard form for requesting permission to receive religious materials and publications. The form must be designed to include: 1) the date of the request; 2) name of the requesting detainee; and 3) description of item being requested. Upon receipt, the receiving BCDC staff member must record his or her name on the form as the recipient.
 - b. BCDC personnel must respond to oral requests by providing the requesting detainee with the standard form. If the detainee cannot write the request, BCDC personnel must make a reasonable effort to fill out the form on the detainee's behalf.
 - c. The Defendants must designate a BCDC staff person to render decisions on requests for religious materials and publications. Any decision to deny such a request must be recorded by the designated staff person on the request form and must include the reason for the decision, the date, and a citation to the specific policy justifying the rejection. Any such denial must be affirmed by a Formal Determination of the Director.
 - d. Request forms that are accepted or rejected must be promptly returned to the requesting detainee.
 - e. BCDC shall supply detainees with a reasonable number of copies of the request form.
34. BCDC may use its electronic kiosk system to comply with the reporting requirements of Paragraph 33, provided that:
- a. Inmates are afforded regular access to the electronic kiosk system to the same extent that inmates are able to file requests and grievances in paper form.
 - b. The electronic kiosk system retains all records of inmate requests, including all the specific information listed in Paragraph 33. Defendants shall provide those records to the Plaintiffs and the United States upon request.
 - c. Detainees are provided with records confirming receipt of detainees' requests and documenting the acceptance or rejection of such requests.
 - d. In the event that the kiosk system becomes unavailable or non-operational for any period of time, Defendants must provide written request forms during that period.

Formal Determinations and External Review

35. To make a Formal Determination under the religious materials and incoming publications policies, the Director shall generate a written memorandum that includes:

- a. A summary of the reasons offered by the detainee to support the detainee's belief that he or she should be permitted to receive the religious material or publication in question. The Director shall offer the detainee a meaningful opportunity to provide written or oral reasons to support the detainee's belief that he or she should be permitted to receive the religious material or publication in question prior to making the Formal Determination. Any written statement by the detainee shall be attached to the Formal Determination. The summary shall include the date the Director offered the detainee an opportunity to respond. If a detainee declines to provide reasons, the Formal Determination shall so state.
 - b. The specific and detailed reason for limiting access. For example, citation of "safety" shall be accompanied by the specific threat to safety an item poses, such as its potential to be used as a weapon, or to disable security devices.
 - c. Detailed descriptions of all incidents in BCDC that led to or support the Determination, if any.
 - d. All the evidence, if any, used to support the Formal Determination, including publications, outside consultants, or the practices of other facilities.
 - e. All contrary evidence consulted, if any, including publications, outside consultations, or the practices of other facilities.
36. The Director shall complete all Formal Determinations within 15 days of the religious material or publication under consideration arriving at BCDC.
37. Defendants shall submit on a monthly basis:
- a. All forms generated pursuant to Paragraph 33.a to Plaintiffs and the United States in electronic format.
 - b. A summary document that lists for the month in question the number of rejections of religious material to the United States.
 - c. A summary document that lists for the month in question the number of rejections of publications to Plaintiffs and the United States.
 - d. All Formal Determinations regarding publications to the United States and Plaintiffs.
 - e. All Formal Determinations regarding requests for religious material to the United States.

Promulgation and Alterations of Consent Policies

38. Before promulgation, the Defendants shall submit all Consent Policies, including the request form described in Paragraph 33.a, to the United States for review and approval. Defendants shall likewise submit all publication policies to Plaintiffs for review and approval. Approval will not be unreasonably withheld.
39. Within 60 days of the Effective Date, the Defendants will amend other BCDC policies and relevant inmate rules to conform to the requirements of the Consent Policies.

40. Within 30 days of the promulgation of Consent policies, the Defendants will make all BCDC personnel and inmates aware of the Consent Policies and any related changes in BCDC policies and inmate rules.

Oversight

41. Defendants shall provide for a process to internally review all rejections of publications and religious items governed by the Consent Policies. This process of internal review shall be formalized in a policy that provides, at a minimum:
 - a. Creation and maintenance of a register memorializing all rejections of publications and religious items, including rejections of detainee requests. For each item rejected, this register will document 1) the name and description of the item rejected; 2) the date the item was rejected; 3) the inmate requesting the item or to whom the item was sent; 4) the reason for rejection.
 - b. Documented review on a monthly basis of all rejections occurring during a continuous one week period within the month of review. For the chosen week of rejections, BCDC must document its review of each rejection, including 1) the name of the rejected item; 2) the date of the rejection; 3) the inmate requesting the item or to whom each item was sent; 4) the Formal Determination enabling the rejection; 5) a certification that the rejection complied with the Consent Policies, including the provisions governing notice and appeals; and 6) if the rejection did not comply with the Consent Policies, the remedial action taken by BCDC to correct the deviation. BCDC shall designate a member of the command staff above the level of sergeant to conduct this review process.
 - c. Documentation of the monthly reviews of rejections shall be sent promptly to the Plaintiffs and the United States upon the completion of the review.
 - d. Regular, documented performance reviews by supervisors and by the chain of command of BCDC personnel implementing the Consent Policies, including evaluations based on consistency in following the Consent Policies and supervisory use of remedial measures to correct any deviations from the Consent Policies.
42. The Defendants shall, until the termination of this Consent Injunction, retain and provide the Plaintiffs and the United States with reasonable access to such documents (including appeals and requests from detainees and publishers, responses thereto, and Formal Determinations), personnel, inmates, and facilities as pertinent to the Plaintiffs' and the United States' assessment of the Defendants' compliance with this Consent Injunction.

IV. Construction

43. This Consent Injunction is binding on Defendants and their agencies, departments, successors, or independent contractors including agents and/or assigns that may have responsibility for implementation of the requirements of this Consent Injunction, either currently or in the future. The Court shall retain jurisdiction to enforce the provisions of this Consent Injunction.
44. No person or entity is intended to be a third-party beneficiary of the provisions of this Consent Injunction for purposes of any civil, criminal, or administrative action, and

accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Consent Injunction. This Consent Injunction is not intended to impair or expand the right of any person or organization to seek relief against Defendants; accordingly, it does not alter legal standards governing any such claims, including those under South Carolina law. Nothing in this Consent Injunction shall be interpreted to limit the enforcement of rights under BCDC policies, or under § 14141, RLUIPA, the United States Constitution, or other laws, by any person.

45. This Consent Injunction does not authorize, and may not be used by, any publisher or former, current, or future detainee at BCDC to bring suit against Defendants for claims arising under the First Amendment, the Fourteenth Amendment, or RLUIPA. By entering into this Consent Injunction, Defendants make no admissions as to claims that have been, are, or will be at issue in other lawsuits by publishers or former, current, or future detainees at BCDC, and this Consent Injunction may not be used as proof of liability in any such lawsuit. This paragraph does not limit Plaintiffs' or United States' ability to enforce the terms of this Consent Injunction.
46. This Consent Injunction resolves only the United States' claims, and Plaintiffs' claims for injunctive relief, set forth in their respective Complaints filed in this case. Accordingly, this Consent Injunction shall not preclude the United States or Plaintiffs from filing any action for claims outside the scope of United States' and Plaintiffs' respective Complaints or from filing an action under any other provision of law.
47. If the United States believes that Defendants have failed to fulfill any obligation under this Consent Injunction, the United States shall, prior to initiating any court proceeding to remedy such failure, give written notice of the failure to Defendants. Defendants shall have 10 days from the date of such notice to cure the failure, and provide the United States with sufficient proof of its cure. During this period, the United States and the Defendants shall coordinate and discuss areas of disagreement and attempt to resolve outstanding differences. At the end of the 10-day period, in the event that the United States determines that Defendants have not cured the failure, the United States may, without further notice, initiate a court proceeding to remedy the failure.
48. Likewise, if Plaintiffs believe that Defendants have failed to fulfill any obligation under the policies regarding publications set forth in the Consent Injunction, Plaintiffs shall, prior to initiating any court proceeding to remedy such failure, give written notice of the failure to Defendants. Defendants shall have 10 days from the date of such notice to cure the failure, and provide Plaintiffs with sufficient proof of its cure. During this period, Plaintiffs and Defendants shall coordinate and discuss areas of disagreement and attempt to resolve outstanding differences. At the end of the 10-day period, in the event that Plaintiffs determine that Defendants have not cured the failure, Plaintiffs may, without further notice, initiate a court proceeding to remedy the failure.
49. Failure by any party to enforce this entire Consent Injunction, or any provision thereof, with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines and provisions of this Consent Injunction.
50. For the purposes of this lawsuit only, and in order to settle this matter, Defendants stipulate and agree that their policies and practices limiting detainee access to

publications and religious material have resulted in violations of the First Amendment, the Fourteenth Amendment, and RLUIPA. This stipulation and agreement is limited to the instant lawsuit and does not apply to any other lawsuit brought by a publisher or a past, current, or future detainee at BCDC, including any inmate named in the pleadings or interviewed or identified as a witnesses, as specified in Paragraph 45.

51. Accordingly, to avoid the costs of future litigation, the parties stipulate and agree that all of the prospective relief provided by this Consent Injunction is narrowly drawn, extends no further than necessary to correct violations of the First Amendment, the Fourteenth Amendment, and RLUIPA, and is the least intrusive means of doing so.
52. The parties to this Consent Injunction stipulate and agree that this Consent Injunction complies in all respects with the provisions of 18 U.S.C. § 3626(a), and may serve as the factual and legal basis for a Court order issued pursuant to those provisions.
53. The Court finds, without a full hearing on the merits, on the basis of the United States' and Plaintiffs' Complaints and the above stipulations, that the prospective relief provided by this Consent Injunction is narrowly drawn, extends no further than necessary to correct the violations of the First Amendment, the Fourteenth Amendment, and RLUIPA, and is the least intrusive means of doing so. The Court hereby adopts this Consent Injunction as the order of the Court.
54. This Consent Injunction shall constitute the entire integrated agreement of the Parties. No prior contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein this litigation or in any other proceeding.
55. All parties agree that, as of the date of entry of this Consent Injunction, litigation is not "reasonably foreseeable" concerning the matters described in this Consent Injunction. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Consent Injunction, the party is no longer required to maintain such a litigation hold. This provision does not relieve Plaintiffs or Defendants from maintaining litigation holds related to any claim not resolved by this Consent Judgment, including Plaintiffs' damages claims. Nothing in this paragraph relieves any party of any other obligations imposed by this Consent Injunction, including the document creation and retention requirements described above.

V. Termination

56. Defendants shall provide written notice to the Plaintiffs and the United States 30 days before filing any motion seeking to modify or terminate this Consent Injunction. Defendants shall not provide such notice or file such motion until they have achieved a minimum of one year of substantial compliance with the provisions of this Consent Injunction. If Plaintiffs and the United States determine that Defendants have achieved one year of substantial compliance with the provisions of this Consent Injunction, Plaintiffs and the United States will not oppose a motion filed by Defendants seeking to modify or terminate this Consent Injunction.

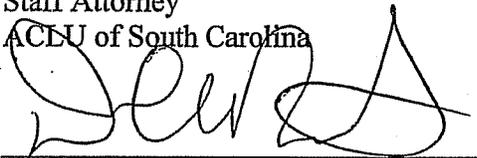
IT IS SO ORDERED, this ____ day of _____, 2012.

HONORABLE SOL BLATT, JR.
District Court Judge

FOR PRISON LEGAL NEWS AND HUMAN RIGHTS DEFENSE CENTER:

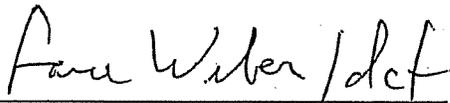


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**Not admitted in DC; practice limited to
federal courts*

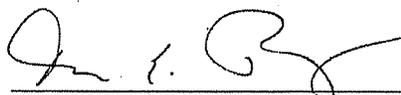


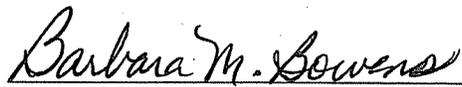
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Human Rights Defense Center

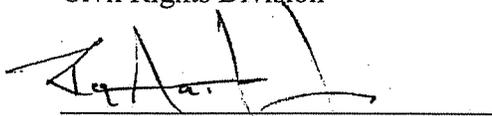
AGREED TO by the above, this 10 day of January, 2012.

FOR THE UNITED STATES:


WILLIAM N. NETTLES
United States Attorney
District of South Carolina


THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division


BARBARA M. BOWENS
Civil Chief
District of South Carolina


ROY L. AUSTIN
Deputy Assistant Attorney General
Civil Rights Division

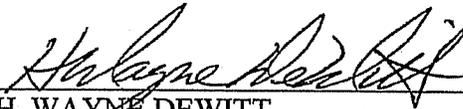

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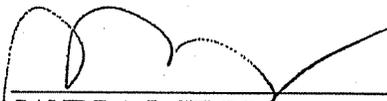
AGREED TO by the above this 10th day of January, 2012.

FOR THE BERKELEY COUNTY SHERIFF'S OFFICE:



H. WAYNE DEWITT
Sheriff
Berkeley County Sheriff's Office

NICOLE S. EWING
County Attorney
Berkeley County



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GEDNEY M. HOWE, III
Counsel
Sheriff H. Wayne Dewitt

AGREED TO by the above this 10th day of Jan., 2012.

FOR THE BERKELEY COUNTY SHERIFF'S OFFICE:

H. WAYNE DEWITT
Sheriff
Berkeley County Sheriff's Office

Nicole Ewing

NICOLE S. EWING
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Berkeley County

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ROBIN L. JACKSON
Senn Legal LLC
Counsel for Berkeley County Sheriff's Office

Gedney M. Howe, III

GEDNEY M. HOWE, III
Counsel
Sheriff H. Wayne Dewitt

AGREED TO by the above this ____ day of _____, 2012.

