


**AGREEMENT NUMBER:** 290001 / 290002

**IN WITNESS WHEREOF**, the parties hereto have signed this **AGREEMENT** on the date below indicated.

**FOR THE COUNTY OF ALLEGHENY:**

DocuSigned by:  
By:   
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Date 4/17/2024

County Manager (in official capacity only)

*Approved as to Form:*

DocuSigned by:  
By: Rosalyn Guy-McCorkle  
07062FA2F598484...

Date 4/16/2024

County Solicitor

DocuSigned by:  
By: Down Bachmann  
86CA2688A47A4UC...

Date 4/16/2024

Assistant County Solicitor

**FOR THE PLAINTIFF ATTORNEY:**

*Approved as to Form:*

DocuSigned by:  
By: Paula Knudsen Burke  
3BBE3D600E66473...

Date 4/9/2024

Name: Paula Knudsen Burke

Title: Attorney

**FOR THE PLAINTIFF:**

DocuSigned by:  
By:   
C504A90A959044A...

Date 4/9/2024

Name: Brittany Hailer

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Brittany Hailer (“Plaintiff”) and Allegheny County (“Defendant”). This agreement resolves the matter of *Brittany Hailer v. Allegheny County*, 2:23-CV-01480-PLD, currently pending in the United States District Court for the Western District of Pennsylvania (filed Aug. 17, 2023) (hereinafter, the “Litigation”).

### RECITALS

**WHEREAS**, in the Litigation, Plaintiff alleged that certain of Defendant’s policies and practices restricting its Bureau of Corrections employees’ ability to speak to members of the press on issues of public concern violated employees’ First Amendment rights as well as Plaintiff’s First Amendment rights to receive information;

**WHEREAS**, Defendant denied Plaintiff’s allegations;

**WHEREAS**, the Parties have worked collaboratively to develop new policies to supersede the existing policies at issue in the Litigation and to ensure that Allegheny County Bureau of Corrections (“ACBOC”) employees and contractors are able to speak with members of the press on matters of public concern pursuant to their rights under the First Amendment;

**WHEREAS**, the Parties have jointly concluded through their cooperation during mediation that this Settlement Agreement is a fair, equitable, reasonable, and adequate resolution of the disputes raised in the Litigation;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, intending to be legally bound hereby, the Parties agree as follows:

### UNDERTAKINGS

1. Plaintiff has requested and Defendant agrees that, within thirty (30) days of the ratification of this Settlement Agreement, Defendant shall institute four revised policies

containing the language and in the form agreed upon as set forth in **Exhibit A**: Policy 605: Code of Ethics / Conduct Required of all ACJ Employees, Policy 624: Use of Social Media by Employees, Policy 625: Access to News Media, and Policy 200: Incident Reporting Procedures.

2. Defendant agrees that the aforementioned revised policies shall supersede the current, existing policies on the same matters, and that the revised policies will be communicated promptly to all personnel to whom they apply. Defendant represents that it will not revise or adopt or implement any policies, practices, or procedure that restrict First Amendment Rights in the policies set-forth in **Exhibit A**. All handbooks, guidance, websites and other locations used by Defendant to communicate its policies to employees will be promptly updated to remove the current policies and present the four revised polices.

3. Defendant acknowledges and agrees that its employees and contractors have constitutional rights to speak on matters of public concern when acting as private citizens and not purporting to represent the view of the ACBOC. .

4. Defendant agrees that any amendments to its current policies or creation of new policies that regulate the ability of employees to speak with members of the press on matters of public concern or that impact members of the press' ability and right to receive information will comply with First Amendment principles. Specifically, revisions to policies may not regulate employees when they speak on matters of public concern as private citizens on their own time, provided they are not in uniform and do not otherwise create the impression that they are speaking in an official capacity and/or representing the ACBOC; may not prohibit employees from engaging in their constitutional right to express themselves as private citizens on social media; and may not restrict employees from revealing impropriety or wrongdoing.

5. Plaintiff and Defendant agree that upon the mutual undertakings herein,

Plaintiff shall within seven (7) days thereafter but no later than May 6, 2024, file with the Court a joint stipulation of dismissal and proposed order substantially in the form annexed hereto as **Exhibit B**, informing the Court that the Parties have resolved the Litigation and requesting that the Court enter an order dismissing the claims with prejudice. Pursuant to the Order for Administrative Closing entered on March 7, 2024, the Court expressly retains jurisdiction in this matter to consider any issue arising during the period when settlement is being finalized, including, but not limited to enforcing settlement.

### **REPRESENTATIONS AND WARRANTIES**

6. The Parties each represent and warrant that they are fully authorized to enter into this Settlement Agreement. Each individual executing this Settlement Agreement represents that they have taken all necessary corporate and internal actions to duly approve the making and performance of this Settlement Agreement on behalf of the party the individual represents, that they have the authority to enter into this Settlement Agreement on behalf of such party, and to bind such party.

7. The Parties each represent and warrant that they have had an opportunity to consult with counsel of their choice prior to entering into this Settlement Agreement; that they have read and familiarized themselves with the entire Agreement with the advice and assistance of counsel; and that they authorize the signing of this Settlement Agreement of their own free will intending to be permanently bound by its terms and provisions. The Parties each further declare that no promise or representation has been made to them or to anyone acting for them except as expressly stated herein; that in entering into this Settlement Agreement, they have relied upon their judgment and the advice of their counsel; and that they fully understand that this Settlement Agreement evidences and acknowledges full, final, and complete resolution of

the claims brought in this Litigation.

### **MISCELLANEOUS TERMS AND CONDITIONS**

8. **No Admissions** – This Settlement Agreement is not, and shall not be, an admission or concession by any party, except as expressly provided herein. Nor shall this Settlement Agreement operate as a waiver of any rights or defenses that any party may have, except as expressly provided herein. This Settlement Agreement is made as a compromise of a dispute to avoid further expense and to resolve the subject controversy.

9. **Not Evidentiary** – No part of the Parties' settlement discussions or of this Settlement Agreement may be used in any proceeding as evidence of the respective rights, duties, or obligations of any of the Parties, provided, however, that this Settlement Agreement shall be admissible in any proceeding in connection with or related to the interpretation, validity, enforcement, or breach of this Settlement Agreement.

10. **Construction** – The language of this Settlement Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party hereto. This Settlement Agreement shall be deemed to have been drafted by all Parties to this Settlement Agreement, and neither a party nor its respective attorneys shall urge otherwise.

11. **Costs** – Each Party is to bear its own attorneys' fees arising from the actions of its own counsel in connection with the Litigation and Settlement Agreement, and all other matters and documents referred to herein. Defendant shall pay, within forty-five days, Plaintiff's costs and expenses incurred by the Yale Law School Media Freedom and Information Access Clinic and the Reporters Committee for Freedom of the Press as follows:

- \$1,640.00 paid to the Yale Law School Media Freedom and Information Access Clinic. This amount is payable to Yale University, c/o Dave

Schulz, 127 Wall Street, PO Box 20825, New Haven, CT 06520-8215.

- \$402.00 paid to the Reporters Committee for Freedom of the Press. This amount, representing the filing fee for docketing the complaint in the W.D. of PA on August 17, 2023, is payable to the Reporters Committee for Freedom of the Press, 1156 15th St. NW, Suite 1020, Washington, D.C. 20005.

12. **Entire Agreement** – This Settlement Agreement constitutes the entire agreement between the Parties concerning the subject matter herein.

13. **Amendments** – No amendments or variations of the terms of this Settlement Agreement shall be valid unless made in writing and signed by all Parties.

14. **Governing Law** – This Settlement Agreement and all matters relating or pertaining hereto shall be governed and construed by and under the laws of the Commonwealth of Pennsylvania without regards to principles of conflicts of law.

15. **Counterparts** – This Settlement Agreement may be executed in counterparts and, if so executed, the various counterparts should be and constitute one and the same instrument.