

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

FIRESTORM BOOKS,
ASHEVILLE PRISON BOOKS,
CHRISTOPHER SANTIAGO,
SHAWN F. ANDERSON,
ERIC SPEARS,
Plaintiffs,

v.

JOEL ANDERSON, DIRECTOR OF
SOUTH CAROLINA DEPARTMENT
OF CORRECTIONS, in his official
capacity;

Defendant.

Civil Action No. 3:26-cv-01886-MGL

INTRODUCTION

This is a civil rights action challenging the policy of the South Carolina Department of Corrections (“SCDC”) that prohibits incarcerated people from receiving “books” through the mail unless the books are sent from “approved vendors.” Policy PS-10-08, Section 9.1, as amended in August and October 2025, limits “approved vendors” to six large for-profit distributors (the “Big Six”), categorically excluding independent booksellers, nonprofit distributors, religious organizations, and legal organizations from sending books to incarcerated individuals, including in particular, free books. As a result of this policy, books sent by Plaintiffs Asheville Prison Books (APB) and Firestorm Books (“Firestorm”) to

incarcerated people have been automatically rejected, without due process of law, and meanwhile, Plaintiffs Christopher Santiago, Shawn F. Anderson, and Eric Spears, have been prevented from accessing books, including special religious and legal books, and free books, without due process of law.

By restricting bookstores, nonprofit distributors, religious organizations, legal organizations, and others from sending books to incarcerated people, and by preventing incarcerated people from receiving books, including special religious and legal books and free books, Defendants violate the First Amendment rights of both the senders and the recipients. The policy further violates the Fourteenth Amendment because it fails to provide adequate notice and due process when publications are rejected or withheld. Finally, by preventing Santiago and Spears from receiving books related to their sincerely-held religious beliefs, Defendant imposes a substantial burden on their religious exercise in violation of the Religious Land Use and Institutionalized Persons Act (“RLUIPA”), 42 U.S.C. § 2000cc-1.

Plaintiffs seek declaratory and injunctive relief to prohibit enforcement of this unconstitutional policy.

PARTIES

1. Plaintiff Firestorm Books is an independent for-profit bookstore located in Asheville, North Carolina. Firestorm Books is an alias for Firestorm Cafe, LLC.

2. Plaintiff Asheville Prison Books (APB) is a not-for-profit collective located in Asheville, North Carolina, dedicated to providing free books to incarcerated individuals.

3. Plaintiff Christopher Santiago (# 00304243) is an incarcerated person and practicing Buddhist currently housed at Kirkland Correctional Institution in Columbia, South Carolina.

4. Plaintiff Shawn F. Anderson (# 00210811) is an incarcerated person currently housed at Broad River Correctional Institution in Columbia, South Carolina.

5. Plaintiff Eric Spears (# 00363100) is an incarcerated person and practicing Muslim currently housed at Allendale Correctional Institution.

6. Defendant Joel Anderson is the Director of the South Carolina Department of Corrections and is responsible for establishing and enforcing policies governing publications within SCDC facilities. He is sued in his official capacity for actions taken under color of law.

JURISDICTION AND VENUE

7. This action arises under the Constitution and laws of the United States.

8. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331.

9. This Court also has jurisdiction under 28 U.S.C. § 1343.

10. Plaintiffs seek declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the events giving rise to these claims occurred within this District and Defendant can be located in this District.

FACTS

12. The South Carolina Department of Corrections (“SCDC”) maintains a policy governing books and publications mailed to incarcerated individuals, Policy PS-10.08 (the “Policy”). Exhibit A.
13. The Policy was revised in August and October 2025 to provide that incarcerated individuals may receive “books” through the mail only if those books are sent directly from six large for-profit vendors pre-approved by SCDC (the “Big Six”).
14. The Policy does not define “book.” *See* PS-10-08, Section 23 (Definitions).
15. The Policy does not contain any criteria or standards for designated approved vendors, nor any process for applying to become an approved vendor.
16. “Books” mailed by non-approved vendors, including independent bookstores, nonprofit distributors, religious organizations, legal organizations, or others, are automatically rejected, without regard to content and without due process of law.
17. The Policy’s pre-approved Big Six vendors are: Hamilton Books, Books N Things Warehouse, Books to Inmates.com, SureShot Books Publishing, LLC, Barnes & Noble (online only), and Books-a-Million (online only).

18. On information and belief, none of those purveyors provide free books to incarcerated people.
19. The Policy does not relate to a book's content or any individualized determination of a book's security or contraband risk. Instead, "books" are automatically rejected based solely on the identity of the sender.
20. According to the Policy, "books sent to inmates from other sources or other vendors will be rejected and sent to Contraband for disposal."
21. Firestorm is an independent bookstore that regularly purveys books to incarcerated individuals through the mail, including by selling books and including by sending books for free through partnership with APB.
22. Firestorm is committed to ensuring that incarcerated individuals have access to literature, religious, cultural, legal, political, and other books, without regard to the person's ability to pay, including through a partnership with APB.
23. Firestorm follows security protocols to ensure that the books it mails to prisons are free of contraband.
24. Firestorm would willingly comply with any reasonable methodology prescribed by SCDC to assure that its books are contraband-free.
25. On or about March 30, 2026, Firestorm mailed a package containing books to two individuals incarcerated in SCDC custody.
26. According to the United States Postal Service tracking records, the books were delivered to SCDC on April 2, 2026, in Columbia, South Carolina.

27. Upon information and belief, SCDC did not deliver the books to the intended recipients.

28. Instead, the books were withheld or rejected because Firestorm Books is not designated as an approved vendor under SCDC policy.

29. SCDC has not provided any notice to Firestorm about what occurred with its books.

30. As a result of the Policy, SCDC has prevented Firestorm from exercising its First Amendment right to communicate and share ideas with incarcerated readers through the exchange of books.

31. APB is a not-for-profit collective that distributes books to incarcerated individuals upon request, free of charge, including by sourcing pre-owned books by donation and including by sourcing new and pre-owned books from Firestorm through a cooperative venture.

32. APB receives written requests from incarcerated individuals seeking educational, literary, cultural, artistic, religious, legal, and political materials, and APB fulfills those requests by mailing books directly to correctional institutions, or by asking Firestorm to send books directly to the institution.

33. APB follows security protocols to ensure that the books it mails to prisons are free of contraband.

34. APB would willingly comply with any reasonable methodology prescribed by SCDC to assure that its books are contraband-free.

35. In or around November and December 2025, APB mailed books directly to individuals incarcerated in SCDC custody, including individuals housed at Kirkland Correctional Institution and Broad River Correctional Institution.

36. SCDC rejected those books and did not deliver them to the intended recipients pursuant to the approved vendor policy.

37. SCDC did not send any notice or explanation about why the books were rejected or information about a process to appeal.

38. Firestorm and APB desire to and intend to continue sending books to incarcerated individuals in SCDC custody as part of their First Amendment exercise, but they have been prevented from doing so by Defendant's policy.

39. Plaintiff Christopher Santiago is incarcerated by SCDC and he regularly seeks books for educational, religious, and legal purposes. He has a sincerely-held religious belief in the Buddhist faith.

40. On March 30, 2026, upon Santiago's request to APB, Firestorm sent Santiago a book about Buddhism, *When Things Fall Apart*, by Pema Chodrun, free of charge, courtesy of APB's free book program.

41. This book has no inappropriate content/subject matter and did not pose any security risk, nor did it contain any contraband.

42. According to the U.S. Postal Service tracking, the book arrived and was delivered to SCDC's agent in Columbia, SC on April 2, 2026.

43. However, SCDC did not deliver the book to Mr. Santiago, nor did it return the book to Firestorm. SCDC provided no notice to either, nor information about any appeal process.

44. Mr. Santiago has also sought legal books, including the “Jailhouse Lawyer’s Manual,” which is provided by the Columbia University Human Rights Law Review at reduced or no cost to incarcerated people, in order to research and pursue his right to access the courts, and a Buddhist religious book, “Unlocking Your Potential: How to Get Out of Your Own Way,” from Sravasti Abbey.

45. Santiago cannot obtain the “Jailhouse Lawyer’s Manual” or “Unlocking Your Potential: How to Get Out of Your Own Way” or other special legal and religious books due to the Policy.

46. As a result of Defendant’s policy, Mr. Santiago has been prevented from obtaining free religious and legal materials for his religious and legal pursuits.

47. Plaintiff Shawn F. Anderson is incarcerated at Broad River Correctional Institution in Columbia, South Carolina.

48. Mr. Anderson sent a request to APB for free books. Through APB’s partnership with Firestorm, Firestorm sent Mr. Anderson a copy of *People’s History of the United States* by Howard Zinn, on March 30, 2026.

49. The books had no inappropriate content/subject and posed no risk to security and did not contain contraband.

50. According to the U.S. Postal Service tracking, the book arrived and was delivered to SCDC's agent in Columbia, SC on April 2, 2026.

51. Upon information and belief, the book was rejected automatically due to the Policy.

52. SCDC did not deliver the book to Mr. Anderson, nor did it return the book to Firestorm. SCDC provided no notice to either, nor information about any appeal process.

53. Plaintiff Eric Spears is incarcerated by SCDC and is a practicing Muslim. As part of his religious obligations, he seeks knowledge for personal growth and to help teach and guide others.

54. Spears attempted to order religious books from a trusted Islamic bookstore (al-Burāq Publications) that provides materials aligned with his personal creed.

55. However, the order was denied due to the Policy.

56. Upon information and belief, when books are rejected under SCDC's policy, incarcerated individuals are sometimes called to the mailroom and required to choose between paying to have the book returned to the sender or signing a form consenting to its destruction.

57. Many incarcerated individuals, including the individual Plaintiffs, lack adequate funds to pay for return postage and are therefore effectively forced to consent to destruction of the materials.

58. Other times, incarcerated people receive no notice at all and the books are destroyed summarily.

59. The Policy poses a burden on all incarcerated people, but especially those without access to money and who seek access to free books, like those provided by APB, Firestorm, religious organizations, and nonprofit legal services organizations.

60. Through the Policy, Defendant accepts books into SCDC facilities, takes custody of the materials, and then rejects or destroys them based solely on the identity of the sender, rather than any individualized determination of security risk.

61. The Policy prevents Plaintiffs from communicating through the exchange of books, including about religious and legal subjects.

62. The Policy interferes with incarcerated individuals' ability to access educational, religious, and legal materials.

63. The Policy also interferes with incarcerated individuals' ability to access the courts by restricting access to legal publications and resources.

64. Plaintiffs continue to suffer ongoing and irreparable harm as a result of Defendants' enforcement of the policy.

65. Incarcerated plaintiffs have exhausted administrative remedies to the fullest extent of availability.

FIRST CLAIM FOR RELIEF
FIRST AMENDMENT
42 U.S.C. §1983
On Behalf of All Plaintiffs

66. Plaintiffs incorporate paragraphs 1 through 65 as if fully set forth herein.

67. The First Amendment protects the right to send and receive publications through the mail.

68. This protection extends both to incarcerated individuals and to outside senders of publications. *See Thornburgh v. Abbott*, 490 U.S. 401, 408 (1989).

69. Firestorm and APB have a First Amendment right to send books to incarcerated individuals who request them.

70. Incarcerated individuals, including Santiago, Anderson, and Spears, have a corresponding First Amendment right to receive books through the mail.

71. Defendants enforce a policy that prohibits APB and Firestorm from sending books to incarcerated individuals, and prevents Santiago, Anderson, and Spears from receiving books.

72. As alleged above, Defendant has rejected and destroyed books mailed by Firestorm and ABPC and prevented their delivery to incarcerated recipients based solely on the identity of the sender, and not any content or security risk, and did so without due process.

73. Prison regulations restricting incoming publications must be reasonably related to legitimate penological interests. *Turner v. Safley*, 482 U.S. 78, 89 (1987).

74. Defendant's Policy is not rationally connected to a legitimate penological interest.
75. The Policy categorically excludes entire classes of speakers without regard to the content of the publication or any individualized security concern.
76. The Policy eliminates meaningful alternative avenues for the incarcerated plaintiffs' speech because many publications distributed by independent bookstores, nonprofit organizations, and religious groups are not available through approved vendors, for instance specialized religious and legal books.
77. Defendant's practice of withholding or destroying books after they have been delivered to SCDC custody constitutes arbitrary censorship of protected speech.
78. Less restrictive alternatives exist, including inspection of incoming publications for contraband and returning noncompliant materials to the sender rather than destroying them.
79. The Policy therefore are not reasonably related to legitimate penological interests and constitute an exaggerated response under *Turner*.
80. As a result, Defendant has violated and continues to violate Plaintiffs' rights under the First Amendment.

SECOND CLAIM FOR RELIEF

FOURTEENTH AMENDMENT

42 U.S.C. §1983

On Behalf of Plaintiffs Against Defendants

81. Plaintiffs incorporate paragraphs 1 through 80 as if fully set forth herein.

82. When prison officials reject or censor incoming mail, the Constitution requires that notice be provided to both the sender and the intended recipient and that they be afforded an opportunity to challenge that decision. *See Procunier v. Martinez*, 416 U.S. 396, 417–19 (1974).

83. These procedural protections are necessary to guard against arbitrary censorship of protected speech.

84. Defendant destroys books mailed to incarcerated individuals without providing adequate notice to either the sender or the intended recipient.

85. Incarcerated individuals are not consistently informed when books are rejected and are often required to rely on outside senders to determine whether materials were mailed and denied.

86. Upon information and belief, Defendant sometimes requires incarcerated individuals to choose between paying to return rejected books or consenting to their destruction, without providing any meaningful opportunity to challenge the underlying decision.

87. Defendants do not provide a meaningful process through which senders or recipients can contest the rejection or destruction of publications, or apply to become an approved vendor.

88. As a result, Plaintiffs are deprived of a meaningful opportunity to challenge censorship decisions.

89. Defendants' actions therefore violate the Due Process Clause of the Fourteenth Amendment.

THIRD CLAIM FOR RELIEF

RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT

42 U.S.C. §2000cc-1

On Behalf of Plaintiff Christopher Santiago and Eric Spears Against Defendants

90. Plaintiffs Santiago and Spears incorporate paragraphs 1 through 89 as if fully set forth herein.

91. Mr. Santiago has a sincerely held religious belief in the Buddhist faith.

92. Mr. Spears has a sincerely held religious belief in the Muslim faith.

93. By preventing them from receiving books about their faith, including books only available from specialized religious sources and organizations, Defendant's actions impose a substantial burden on their religious exercise.

94. Under RLUIPA, the government may impose a substantial burden on religious exercise only if it demonstrates that the burden furthers a compelling governmental interest and is the least restrictive means of doing so.

95. Defendants cannot demonstrate that the approved vendor policy is the least restrictive means of furthering a compelling governmental interest.

96. Less restrictive alternatives exist, including inspection of incoming publications and permitting delivery of religious materials from non-approved vendors.

97. Defendants' actions therefore violate RLUIPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

- a. Declare that Defendant's approved vendor policy violates the First Amendment;
- b. Declare that Defendant's failure to provide adequate notice and an opportunity to challenge the rejection or destruction of publications violates the Fourteenth Amendment;
- c. Declare that Defendant's actions violate the Religious Land Use and Institutionalized Persons Act;
- d. Enjoin Defendant from enforcing the approved vendor policy to prohibit Plaintiffs from sending books to incarcerated individuals;
- e. Enjoin Defendants from withholding, rejecting, or destroying books that have been delivered to SCDC custody without providing constitutionally adequate notice and process;
- f. Require Defendants to permit delivery of books subject to reasonable inspection for contraband;
- g. Award Plaintiffs their costs and attorneys' fees pursuant to 42 U.S.C. § 1988 and 28 U.S.C. § 1920; and
- h. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted, this the ___ day of _____, 2026,

CHAUHAN LAW FIRM, LLC
s/Aleksandra B. Chauhan
Aleksandra B. Chauhan
Federal Bar No.14298
P.O. Box 5381
Columbia, SC 29250
803.381.2607 office

aleks@chauhanlawllc.com

Counsel for Plaintiffs