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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**

CALIFORNIA COALITION FOR WOMEN
PRISONERS et al.,

Plaintiffs,

v.

UNITED STATES OF AMERICA FEDERAL
BUREAU OF PRISONS et al.,

Defendants.

Case No. 4:23-cv-04155-YGR

CONSENT DECREE

Judge: Hon. Yvonne Gonzalez Rogers

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1 1. This Consent Decree is made and entered into by and through Plaintiffs
2 California Coalition for Women Prisoners (“CCWP”); R.B., A.H.R., S.L, J.M, G.M, A.S,
3 and L.T and on behalf of the certified Class (“Plaintiffs”) and Defendant United States of
4 America, United States of America Federal Bureau of Prisons (“BOP”), BOP Director
5 Colette Peters, in her official capacity, and FCI Dublin Acting Warden Charles Hubbard,
6 in his official capacity (“Defendants”). Plaintiffs and Defendants are Collectively referred
7 to herein as the Parties.

8 **I. RECITALS**

9 2. Through this Consent Decree, Defendants agree to implement the measures
10 set forth herein, subject to monitoring and, if necessary, enforcement by this Court. By
11 entry into this Consent Decree the Parties intend to, and hereby do, resolve all claims
12 raised in this Action. The Parties believe this Consent Decree is fair, reasonable, and
13 adequate to protect the interests of all Parties, and each Party to this Consent Decree was
14 represented by counsel during its negotiation and execution. The Parties further stipulate
15 that this Consent Decree complies in all respects with the provisions of 18 U.S.C. §
16 3626(a) and that the prospective relief in this Consent Decree is narrowly drawn, extends
17 no further than necessary to correct the violations of federal rights agreed to by the Parties,
18 is the least intrusive means necessary to correct those violations, and will not have an
19 adverse impact on public safety or the operation of a criminal justice system.

20 3. Nothing in this Consent Decree supersedes or replaces the BOP’s
21 Administrative Remedy Program or the exhaustion requirement under the Prison Litigation
22 Reform Act for a Class Member to pursue an independent cause of action, even if the
23 conduct is related to an issue the Class Member or Class Counsel raises with the Monitor
24 or the BOP Liaison. The Consent Decree does not create additional administrative remedy
25 procedures for Class Members for purposes of the Prison Litigation Reform Act’s
26 administrative exhaustion requirements.

27 **II. DEFINITIONS**

28 4. The following definitions apply to the terms of this Consent Decree. All

1 other terms shall be interpreted according to their plain and ordinary meaning.

2 5. **“AIC” or “Adult in Custody”** refers to any person in BOP custody who is
3 designated at a penal or correctional institution, or in a halfway house, contract facility, or
4 in limited cases, on supervision on home confinement, or designated to some other setting
5 outside a BOP penal or correctional facility. BOP states that it is not responsible for care
6 for persons held in a halfway house, contract facility, or, in limited cases, on supervision
7 on home confinement, or designated to some other setting outside a BOP penal or
8 correctional facility.

9 6. **“Administrative Detention”** refers to an administrative status which
10 removes an AIC from the general population. Administrative detention status is non-
11 punitive, and can occur for a variety of reasons. 28 C.F.R. § 541.22(a).

12 7. **“Administrative Detention Facility”** for the purposes of this agreement
13 refers to BOP institutions that house people in pretrial detention, including Metropolitan
14 Correctional Centers (MCCs), Metropolitan Detention Centers (MDCs), and Federal
15 Detention Centers (FDCs).

16 8. **“Alert[s]”** refers to instances where the prior Special Master in the instant
17 case, or the current Monitor, identified a concern arising from a Class Member’s treatment
18 or lack thereof at FCI Dublin or during transfer from FCI Dublin, including concerns
19 related to: medical and/or mental healthcare (including Medication Assisted Treatment and
20 Medical and/or Mental Health Nexus Cases, as defined below), PREA reports and
21 advocacy services, compassionate release requests, release dates and application of Federal
22 Time Credits, disciplinary incidents and impacts on security and recidivism classifications
23 (including Good Credit Time, Forfeited Non-Vested Good Time Credit, Administrative
24 Detention Time and Disciplinary Segregation Time), property claims, and transport issues.
25 The Monitor’s decision to clear or place an Alert shall be final subject to reconsideration
26 by the Monitor at the Monitor’s discretion. Alerts closed prior to the Effective Date may be
27 reopened if the AIC provides proof that the Monitor deems sufficient that the alert should
28 not have been closed. Such requests shall be submitted to the Monitor no later than

1 December 1, 2024, unless the AIC shows by clear and convincing evidence that the
2 evidence submitted in support of reopening could not have been submitted before
3 December 1, 2024. This provision does not limit the ability of the Monitor to reopen an
4 alert closed prior to the Effective Date if the Monitor determines, based on sufficient proof,
5 that the alert should not have been closed.

6 9. **“BOP Counsel”** means both BOP in-house counsel and litigation counsel
7 assigned by the Department of Justice (“DOJ”). In the event that any individual BOP
8 Counsel separates from his or her employment or if the case is reassigned to different
9 counsel, BOP Counsel will designate successor counsel and notify the Monitor and Class
10 Counsel of the change.

11 10. **“BOP Liaison”** means an employee from BOP’s Central Office who is a
12 direct report to the BOP’s Deputy Director who is designated to and whose sole duties are
13 to facilitate BOP’s compliance with the terms of this Consent Decree. The BOP Liaison
14 will have access to BOP subject matter experts at the regional and Central Office level, and
15 should assist the Monitor to gather information, help track alerts, and if necessary, should
16 raise concerns with the Deputy Director directly. The BOP Liaison will share only minimal
17 information with other BOP employees, and will share such information only to the extent
18 necessary to enable the Liaison to access necessary records and other information. The
19 BOP Liaison shall not share any information related to a class member complaint with any
20 official who is the subject of that complaint. The BOP Liaison does not have independent
21 authority to direct any BOP employee to take a particular action but should make
22 recommendations after consulting with BOP’s Deputy Director, subject matter experts, or
23 the Monitor.

24 11. **“Class Member”** refers to all people who were incarcerated at FCI Dublin
25 between March 15, 2024 and May 1, 2024, and all named Plaintiffs.

26 12. **“Class Counsel”** refers to Arnold & Porter, California Collaborative for
27 Immigrant Justice, Rights Behind Bars, Rosen Bien Galvan & Grunfeld including Ernest
28 Galvan, Kara Janssen, Luma Khabbaz, Adrienne Spiegel, Susan Beaty, and Amaris

1 Montes. In the event that any individual Class Counsel separates from his or her
2 employment, Class Counsel will designate successor counsel and notify the Monitor and
3 BOP Counsel of the change.

4 13. **“Complaint”** refers to any notification to the Monitor in any form by a Class
5 Member or Plaintiffs’ counsel.

6 14. **“Consistent with Security”** means subject to exceptions including, but not
7 limited to, major disturbances that require staffing to be re-directed to other areas of the
8 facility on an emergency and temporary basis or natural disasters, and similar other
9 emergencies that restrict movement to preserve safety.

10 15. **“Daylight Provision”** means no attendant obligation shall be imposed upon
11 the BOP other than the collection and provision of data.

12 16. **“Designation” or “designated”** refers to an order from the BOP’s
13 Designation and Sentence Computation Center indicating the facility of confinement for an
14 AIC.

15 17. **“Disciplinary Segregation”** refers to a punitive status wherein an AIC is
16 placed in SHU, only as a sanction imposed by a Discipline Hearing Officer (DHO) for
17 committing a prohibited act(s). 28 C.F.R. §§ 541.22(b), 541.24.

18 18. **“Effective Date”** refers to the date on which this Consent Decree is
19 approved by the Court.

20 19. **“FCI Dublin”** refers to both the low security Federal Correctional Institution
21 located in Dublin, California and the adjacent satellite Camp.

22 20. **“First Step Act” or “FSA”** refers to the First Step Act (FSA) of 2018 (P.L.
23 115- 391) and any subsequent amendments to the law.

24 21. **“Federal Time Credit” or “FTC”** refers to time credits towards prerelease
25 custody or early transfer to supervised relief, authorized by procedures for earning and
26 application of time credits that are outlined within the FSA.

27 22. **“Grievance”** refers to any BOP cop-out, administrative remedy, or similar
28 written form.

1 23. **“Medical and/or Mental Health Nexus Case”** refers to a medical or mental
2 health issue that (i) was first raised, identified, or documented at FCI Dublin (whether by
3 the Class Member themselves, BOP staff or contractors, the then-Special Master, and/or a
4 member of her team, or the Court); or (ii) the Monitor and/or a member of her team, based
5 on a review of a more recently filed grievance or complaint or other communication,
6 determines is directly tied to the Class Member’s experiences at FCI Dublin. For the (ii)
7 category, this definition is limited to Grievances or Complaints submitted to the Monitor
8 no later than December 1, 2024, unless the Monitor determines there is clear and
9 convincing evidence establishing that the grievance or complaint could not have been
10 submitted by December 1, 2024. In making this determination, the Monitor shall review
11 any relevant information available to the Monitor, including any information provided by
12 the Class Member, BOP personnel or third-party contractors, Class Counsel or BOP
13 Counsel.

14 24. **“Monitor”** refers to Wendy Still while serving under the order of May 20,
15 2024, ECF No. 308 in the instant action, or any successor Monitor appointed in this action.

16 25. **“Protective Status”** refers to an administrative status wherein an AIC is
17 placed in SHU for their own protection. 28 C.F.R. § 541.23(c)(3). For any AIC who is
18 placed in SHU as a protection case, whether requested by the AIC or staff, an investigation
19 occurs to verify the reasons for placement. 28 C.F.R. § 541.28.

20 26. **“Rape Crisis Centers”** refers to community-based organizations that help
21 survivors of rape, sexual abuse, and sexual violence who have an active Memorandum of
22 Understanding (MOU) with BOP.

23 27. **“Second Chance Act” or “SCA”** refers to the Second Chance Act of 2007
24 (P.L. 110-199) or any subsequent amendments to the law.

25 28. **“Security Sensitive Information”** refers to information whose disclosure
26 without the benefit of a protective order would jeopardize the safety and security of any
27 person, or would jeopardize an ongoing investigation of crime or misconduct.

28 29. **“Special Housing Unit(s)” or “SHU(s)”** refers to housing units in BOP

1 institutions where AICs are separated from the general population, and may be housed
2 either alone or with another AIC. When placed in the SHU, an AIC is either in disciplinary
3 segregation status or administrative detention status. 28 C.F.R. § 541.22.

4 30. **“Special Master”** refers to Wendy Still during the period between April 4,
5 2024, and May 20, 2024, when she served as the Special Master in the instant action.

6 31. **“Third Party Care” or “Outside Provider Care”** refers to medical, mental
7 health, or dental care that the BOP provides to AICs using non-BOP employees.

8 32. **“Term of the Consent Decree”** runs two years from the Effective Date,
9 unless terminated pursuant to § VIII.

10 **III. INJUNCTIVE RELIEF**

11 33. Any limits on the privileges outlined in this section that are imposed on the
12 basis of being “Consistent with Security” shall be documented, to include the reason for
13 and anticipated length of the limitation and will last only as long as necessary to address
14 the underlying reason for the limitation. This documentation shall be reviewed and
15 approved by the designated Facility’s Associate Warden of Operations, and reported to the
16 BOP Liaison, the Monitor, and Class Counsel.

17 **A. Medical and Mental Health Care**

18 **1. Review of Medical and Mental Healthcare Alerts**

19 34. The Monitor shall review, and include in monthly reports, the medical and
20 mental health care status of each individual who is the subject of a Medical and/or Mental
21 Health Alert or Nexus Alert that was not cleared as of the date of the previous monthly
22 report, including but not limited to ongoing provision of care. For any Alert cleared as of
23 the date of the previous monthly report, the Monitor will provide an explanation as to why
24 the Alert was cleared.

25 35. At least 90 days prior to the termination of this Consent Decree, the Monitor
26 shall prepare a report regarding the status of any remaining Alerts including what actions,
27 if any, need to be taken to address the Alerts and any timelines or other recommendations
28 regarding addressing the underlying issues that caused the Alerts to remain open.

1 **2. Monitoring of Staffing Capacity**

2 36. As a daylight provision only, BOP shall provide the Monitor and Class
3 Counsel with monthly reports on the medical and mental health care staffing levels at all
4 BOP facilities where Class Members are designated. The Monitor shall review this
5 information and make quarterly reports on the subject of medical and mental health care
6 staffing levels at all BOP facilities where class members are designated. If requested by
7 BOP, the report will include recommendations for addressing low staffing levels.

8 **3. Third Party Care**

9 37. As a daylight provision only, BOP shall provide the Monitor with monthly
10 reports about the wait times for outside provider care for Class Members after May 1,
11 2024. The Monitor shall review this information and make quarterly reports on wait times
12 for care. The Monitor may comment regarding whether BOP is managing Outside Provider
13 relationships to promote timeliness of care for Class Members after May 1, 2024. The
14 Monitor shall review BOP’s notice posted in English and Spanish regarding the process for
15 securing Outside Provider care. At a Class Member’s or at Class Counsel’s written request,
16 BOP shall, Consistent with Security, communicate with Class Members regarding the
17 status of their request or referral for Outside Provider Care, including the estimated wait
18 time.

19 **4. Provision of Care in Primary Language**

20 38. To the extent feasible, BOP shall provide medical and mental health care to
21 Class Members in their primary language at all medical and mental health encounters. This
22 may be accomplished using Language Line Services (LLS) for on-demand, over-the-phone
23 language interpretation services. To the maximum extent feasible, the use of interpreters
24 shall comply with confidentiality requirements, including minimizing the use of AICs as
25 translators and AICs shall only be used as translators for Spanish in emergency situations.
26 The Monitor shall review, and include in quarterly reports, any reports of Class Members
27 being denied access to care in their primary language.

28

1 **5. Access to Rape Crisis Centers**

2 39. BOP shall supplement facility mental health care by providing all Class
3 Members who request it with access Rape Crisis Centers. Such access shall not replace
4 ongoing mental health care but shall be an additional resource provided to all Class
5 Members free of cost. This additional access to Rape Crisis Centers shall include at a
6 minimum, (i) access to confidential unmonitored calls (in a confidential setting) that will
7 not count against the Class Member’s phone minutes, or (ii) confidential in-person visits,
8 in the Class Member’s primary language and with a consistent provider to the extent
9 feasible. Each Rape Crisis Center shall be completely run by a third party provider, and
10 shall have no mandatory reporting or sharing of information to BOP absent client consent.

11 40. The Monitor shall review, and include in quarterly reports, any reports of
12 Class Members being unable to access services from Rape Crisis Centers.

13 **6. Credentialing**

14 41. BOP shall provide reports to the Monitor regarding its policies, practices,
15 and implementation of credentialing for medical and mental health providers and clinicians
16 at all facilities where Class Members are designated, consistent with the frequency with
17 which BOP updates its own monitoring of credentialing, provided that the BOP shall
18 provide at least one complete report, and that report shall be provided at least three (3)
19 months prior to the termination of the Consent Decree.

20 **B. Alerts and Reporting**

21 42. The Monitor shall review, and include in monthly reports, the status of Class
22 Member issues and Alerts described in subsections below. BOP will provide any records,
23 documentation, communication, or information the Monitor deems necessary for such
24 assessment and reporting. The Monitor will add, resolve, and update Alerts accordingly.

25 43. At least ninety (90) days prior to the termination of this Consent Decree, the
26 Monitor shall prepare a report regarding the status of any remaining Alerts including what
27 actions, if any, need to be taken to clear the Alerts, and any other recommendations
28 regarding addressing the underlying issues that caused the Alerts to remain open.

1 **C. Staff Abuse and Retaliation**

2 **1. Placement in Special Housing Units**

3 **(a) Procedure upon Placement in SHU in Administrative**
4 **Detention Status**

5 44. To the extent feasible, within twenty-four (24) hours of a Class Member's
6 placement in Administrative Detention Status, the Class Member and the Monitor shall be
7 provided a copy of the Administrative Detention Order (ADO), which shall articulate the
8 specific reason for placement in SHU, supported by objective evidence. Also, within
9 twenty-four (24) hours of such placement, a supervisor not involved in the initial
10 placement shall review and make a determination regarding the placement decision and
11 forward to the BOP Liaison for review. Within two (2) workdays following the
12 supervisor's review of the placement, the BOP Liaison shall review and make a
13 recommendation regarding the placement. In the event the BOP Liaison disagrees with the
14 receiving facility's determination of placement, the Regional Director shall review and
15 make a determination on the placement decision.

16 45. Class Members shall be provided with one set of administrative remedy
17 forms upon placement in the SHU and, per existing policy, Class Members shall also be
18 provided such forms whenever they request them and such forms shall be maintained in
19 sufficient supplies in the SHU to allow for staff to promptly provide them to Class
20 Members upon request and maintained in areas Class Members can access when out-of-
21 cell.

22 **(b) Privileges in SHU in Administrative Detention Status**

23 46. In support of ongoing mental health care of Class Members, and consistent
24 with existing BOP Policy, which allows discretion based on safety, security, the orderly
25 operation of the facility, and public safety, Class Members placed in SHU in
26 Administrative Detention status will be provided:

- 27 • In addition to one social phone call per month provided under existing policy, Class
28 Members can request additional phone calls, with such requests presumptively
approved at up to 1.5 hours per week in one session plus one additional phone call

1 per week, unless the Warden concludes that such additional calls would present a
2 specific risk to the safety and security of the facility or the Class Member, in which
3 case the Warden shall articulate in writing the specific reason for the denial and
4 provide the Class Member with a written denial of their request. Class Members
5 may request that a call session is offered during a particular time or day. Class
6 Members may also choose to call Class Counsel during these times.

- 7 • Access to open general **correspondence** in accordance with the same rules and
8 regulations that apply to general population. Class Members' phone and email
9 contacts shall not be deleted. Indigent Class Members shall have access to postage
10 to mail legal mail or Administrative Remedy forms, pursuant to existing BOP
11 policy.
- 12 • **Visitation** in accordance with the same rules and regulations that apply to general
13 population.
- 14 • Opportunity to **exercise** outside their quarters to the extent feasible at least seven
15 hours per week, and staff shall make best efforts to offer individuals exercise
16 outside their quarters one hour per day.
- 17 • Access to **programming** activities. Class Members in Administrative Detention
18 shall not be placed in non-earning status, and, if they meet other eligibility
19 requirements consistent with BOP policy, will continue earning FTCs.
- 20 • Reasonable amount of **Personal Property** (as defined below).
- 21 • The ability to purchase and receive items from the commissary with the same
22 frequency as the general population. Class Members who believe their funds have
23 been improperly encumbered may raise the issue with the BOP Liaison at any time.
24 The Facility will provide an explanation for the encumbrance in writing. If the Class
25 Member is not satisfied with the explanation, they can raise the issue with the
26 Monitor and the Monitor may make a recommendation regarding the encumbrance.

27 47. Consistent with Security, Class Members shall be provided access to two-
28 way confidential communication with the Monitor. Access, for purposes of this term, shall
mean that the Class Member can engage in confidential two-way communication with the
Monitor whenever the Class Member is using the BOP's electronic mail system. Class
Members shall be provided with access to BOP's electronic mail system upon their request
and at least once per day on weekdays. Class Members shall also be provided access to
confidential calls, legal mail, and legal visitation with Class Counsel.

48. Class Members shall be provided all medication devices and prescription
medications within twenty-four (24) hours of placement in SHU.

1 49. A “reasonable amount of Personal Property” for purposes of this agreement
2 includes, at a minimum:

- 3 • Bible, Quran, or other religious scriptures (1)
- 4 • books, paperback (5)
- 5 • eyeglasses, prescription (2)
- 6 • legal material (see the Program Statement Legal Activities, Inmate)
- 7 • magazines (3)
- 8 • mail (10)
- 9 • newspaper (1)
- 10 • personal hygiene items (1 of each type) (no dental floss or razors)
- 11 • photographs (25)
- 12 • authorized religious medals/headgear (e.g., kufi)
- 13 • shoes, shower (1)
- 14 • shoes, other (1)
- 15 • snack foods without aluminum foil wrappers (5 individual packs)
- 16 • powdered soft drinks (1 container)
- 17 • stationery and stamps (20 each)
- 18 • wedding band (1)
- 19 • radio with ear plugs (1)
- 20 • watch (must not have metal backing) (1)
- 21 • over-the-counter (OTC) medications (2, unless more are medically necessary).
- 22 • female AICs will be allowed a choice of a sufficient number (at minimum 4 per
23 day) of menstrual products to include: tampons, regular and super-size; maxi pads
24 with wings, regular and super-size; and panty liners (regular)
- 25 • transgender AICs will be allowed to retain gender-affirming clothing and other
26 accommodations (e.g. boxers, binders, and other undergarments; stand-to-pee cups).

18 **(c) Review of Placement in SHU**

19 50. The Monitor shall review, and include in monthly reports, information about
20 SHU placements of all Class Members, including information on the reason for and
21 duration of the SHU placement.

22 **(d) Remedy under this Consent Decree**

23 51. BOP shall notify all Class Members of the following process for complaints
24 of denial of the access to privileges outlined here:

- 25 • To best ensure a prompt resolution, Class Members should submit their complaint
26 to the Receiving Facility’s SHU Lieutenant or the Captain using the electronic
27 Request to Staff Service. In exceptional circumstances where there is an emergent
28 issue that directly impacts the health and safety of the Class Member, the Class
Member may also raise the issue directly with the Monitor.

- 1 • If the SHU Lieutenant or Captain does not provide a written response within forty-
2 eight (48) hours or by the following day if the end of the 48-hour period falls on a
3 weekend or holiday, or if the Class Member is unsatisfied with BOP’s response, the
4 Class Member shall submit their Complaint to the BOP Liaison who shall respond
5 within forty eight (48) hours, or the next workday if the forty eight (48) hours
6 covers a weekend or holiday.
- 7 • In situations where the Class Member faces obstacles to initiating the Complaint
8 with staff, such Complaints may be raised through Class Counsel to BOP Counsel.
9 If BOP Counsel does not respond within forty-eight (48) hours or the next workday
10 if the forty eight (48) hours covers a weekend or holiday, or the Class Member or
11 Class Counsel are not satisfied with BOP’s Counsel’s response, the Complaint may
12 then be raised with the Monitor.
- 13 • The Monitor shall review these Complaints, including BOP’s response, and shall
14 assess whether BOP is in compliance with the Consent Decree. If the Monitor
15 determines that BOP is not in compliance, they shall make recommendations for
16 corrective action, and allow BOP five (5) workdays to respond or undertake
17 corrective action. At that point, if the Monitor determines the issue is still not
18 resolved, Parties can engage in the Dispute Resolution Process outlined below.

13 **(e) Disciplinary Segregation**

14 52. Review of SHU placement for disciplinary segregation follows the same
15 three-, seven-, and thirty-day review process outlined in 28 C.F.R. § 541.26.

16 53. Consistent with Security, if a Class Member is placed in SHU pending a Unit
17 Disciplinary Committee (UDC) or Discipline Hearing before the Disciplinary Hearing
18 Officer (DHO), BOP shall provide the Class Member, Class Counsel, and the Monitor a
19 copy of the underlying incident report “within 24 hours of staff becoming aware of [the
20 Class Member’s] involvement in the incident,” as required by Program Statement 5270.09
21 at page 18 and 28 C.F.R. § 541.5. If BOP does not provide the incident report “within 24
22 hours of staff becoming aware of [the Class Member’s] involvement in the incident,” the
23 BOP Liaison shall inform the Monitor and Class Counsel of the reason for the delay in
24 writing.

25 54. Class Members shall be provided with a UDC hearing within five (5)
26 workdays of placement of SHU. This provision replaces the UDC timeframe of
27 “ordinarily” within “five workdays” set forth in Program Statement 5270.09 at page 24.
28 BOP shall provide the Class Member, Class Counsel, and Monitor all documentation

1 related to the UDC hearing within twenty-four (24) hours of the conclusion of the hearing.

2 55. If the UDC refers the Class Member to a DHO hearing, that hearing shall be
3 held within ten (10) workdays of referral, absent exceptional circumstances and unless the
4 DHO certifies that additional time is needed and what exceptional circumstances
5 necessitate additional time, and provides that written notice to the Class Member, Class
6 Counsel, and the Monitor. This provision sets out a time frame not provided for in
7 Program Statement 5270.09. BOP shall provide the Class Member, Class Counsel, and the
8 Monitor all documentation related to the DHO hearing within twenty-four (24) hours of
9 the conclusion of the hearing.

10 56. Class Members and Class Counsel may raise issues regarding due process
11 and ultimate decision for disciplinary segregation with the Monitor at any time through
12 confidential reporting mechanisms outlined above. The Monitor shall have access to the
13 necessary disciplinary documents or other related documentation to investigate Class
14 Members' placement and disciplinary process. If the Monitor determines this placement or
15 process was incorrect, the Monitor may provide a recommendation that BOP take
16 corrective action.

17 57. Consistent with Security, Class Members shall not be placed in SHU in
18 administrative detention status pending UDC or DHO hearing solely for a violation of any
19 alleged prohibited acts in the Low (400 series) or Moderate (300 series) Severity Levels.
20 To place a Class Member in SHU in Administrative Detention status under these
21 circumstances, BOP must provide a written explanation of why this placement is necessary
22 for security reasons to the Class Member, Class Counsel, and the Monitor.

23 2. Reports of Staff Retaliation

24 58. BOP staff shall not retaliate against Class Members for reporting staff
25 misconduct or other similar acts.

26 59. Class Members or Class Counsel may submit any Complaint of staff
27 retaliation, which shall include a description of what happened and how it may be
28 retaliatory, to the BOP Liaison or to the Monitor directly. The BOP Liaison shall report

1 any allegations of staff misconduct to the BOP’s Office of Internal Affairs (OIA), the
2 DOJ’s Office of the Inspector General (OIG), and, to the extent the Monitor and/or Class
3 Counsel did not make the report to the BOP Liaison in the first instance, to the Monitor
4 and/or Class Counsel within forty-eight (48) hours unless the forty-eight (48) hours covers
5 a weekend or holiday, in which case the report shall be made on the next workday. To the
6 extent the Class Member reports to the Monitor directly, the Monitor shall report to the
7 BOP Liaison within forty-eight (48) hours unless the forty-eight (48) hours covers a
8 weekend or holiday, in which case the report shall be made on the next workday. The
9 Monitor may limit such reports to the DOJ OIG alone if the Monitor determines that
10 extraordinary circumstances justify such a limitation.

11 60. The BOP Liaison will also report to the Monitor any disciplinary action
12 imposed on Class Members after reporting staff misconduct. The Monitor will be provided
13 with and review these reports and any disciplinary actions taken against Class Members.
14 The Monitor will provide monthly reports regarding staff retaliation toward Class
15 Members.

16 61. The Monitor may recommend that the appropriate Regional Discipline
17 Hearing Administrator reconsider any disciplinary action taken against Class Members
18 after reporting staff misconduct. In instances of retaliation outside the disciplinary process
19 and/or retaliation based on immigration status, the Monitor may recommend that BOP take
20 corrective action to address the retaliation.

21 **3. Reports of Staff Physical or Sexual Abuse**

22 62. To report allegations of staff physical or sexual abuse, Class Members can
23 send confidential internal electronic messages to DOJ OIG. These confidential messages to
24 DOJ OIG will not be read, viewed, or monitored in any way by any BOP staff. Class
25 Members can also write to the BOP OIA, DOJ OIG, or the Monitor using post mail, which
26 shall be marked “special mail” and will not be read by any BOP staff.

27 63. If a Class Member reports an allegation of staff physical or sexual abuse to
28 the Monitor, the Monitor shall report the allegation(s) to the BOP Liaison and DOJ OIG

1 within forty-eight (48) hours unless the forty-eight (48) hours covers a weekend or holiday,
2 in which case the report shall be made on the next workday. The Monitor may limit such
3 reports to DOJ OIG alone if the Monitor determines that extraordinary circumstances
4 justify such a limitation. If a report of staff physical or sexual abuse against a Class
5 Member is reported to BOP, the BOP Liaison shall alert the Monitor within forty-eight
6 (48) hours of becoming aware of the report unless the forty-eight (48) hours covers a
7 weekend or holiday, in which case the report shall be made on the next workday. Sexual
8 abuse includes sexual abuse, harassment, and voyeurism as defined by 28 C.F.R. § 115.6.

9 64. Upon request, BOP shall provide Class Members who report staff abuse with
10 documentation of their report and a written final determination. BOP shall also inform the
11 Class Member whenever: the staff member is no longer posted within the Class Member's
12 unit; the staff member is no longer employed at the facility; the agency learns that the staff
13 member has been indicted on a charge related to sexual abuse at a BOP facility; or the
14 agency learns that the staff member has been convicted on a charge related to sexual abuse
15 at a BOP facility. Following the filing of a PREA report, BOP shall provide the Class
16 Member with requisite follow up medical and psychological evaluations and care, and
17 information about how to contact a Rape Crisis Center.

18 65. The Monitor will review, and provide in monthly reports, all reports of staff
19 physical or sexual abuse toward Class Members. The Monitor shall include in quarterly
20 reports an assessment of BOP's responses to reports of staff physical and sexual abuse
21 towards Class Members and recommendations for corrective action, including changes to
22 designations, changes to housing and job placements, provision of medical and/or mental
23 health treatment, and other measures necessary to protect Class Members. The Monitor
24 may make these recommendations prior to issuing a quarterly report on an emergency
25 basis.

26 66. The Monitor shall also review and include in quarterly reports the status of
27 PREA reports made by Class Members regarding abuse that took place at FCI Dublin.

28 67. The Monitor shall also review and include in quarterly reports reported

1 injuries and mistreatment suffered by Class Members during transport between BOP
2 facilities, including the status of investigation into transport issues.

3 **D. Designation and Release**

4 **1. Designations**

5 68. The Monitor shall review and report on Class Member designations.
6 Monthly reports will include information about where Class Members are designated, and
7 quarterly reports will include whether Class Members are designated to facilities with
8 adequate programming, and educational, and vocational opportunities.

9 69. BOP shall designate the place of the Class Member's imprisonment, and
10 shall, subject to bed availability, the Class Member's security designation, the Class
11 Member's programmatic needs, the Class Member's mental and medical health needs, any
12 request made by the Class Member related to faith-based needs, recommendations of the
13 sentencing court, and other security concerns of the BOP, place the Class Member in a
14 facility as close as practicable to the Class Member's primary residence, and to the extent
15 practicable, in a facility within 500 driving miles of that residence. BOP shall also
16 endeavor to designate Class Members in the lowest security level facility possible.

17 70. No Class Member with longer than nine (9) months remaining on their
18 sentence shall be housed in an Administrative Detention Facility for any period longer than
19 six (6) months, or at a Federal Transfer Center for any period longer than one month. Time
20 housed at FCI Dublin or at Administrative Detention Facilities following transfer from FCI
21 Dublin shall count towards the 18-month waiting period to apply for transfer to a new
22 facility.

23 71. The Monitor shall review and provide in monthly reports Class Members'
24 release dates, FTCs, and eligibility for release to community placements (i.e. home
25 confinement or Residential Reentry Centers). Reports will include any changes to Class
26 Members' eligibility for FTCs or release to community placements, and any issues
27 receiving or applying credits, or being released when eligible.

28 72. BOP shall release to community placement any Class Member eligible for

1 community placement under the FSA or the SCA as soon as practicable after the Class
2 Member becomes eligible. When consistent with the FSA and 18 U.S.C. § 3621(b), BOP
3 will not deny FTCs or release to community placement under the FSA to any Class
4 Member on the basis of immigration status or the existence of a detainer alone.

5 **2. Credit Loss Due to Transfer**

6 73. BOP shall ensure that no Class Member lost FTCs or was in a non-earning
7 status of FTCs due to transfer from FCI Dublin. This includes transfers directly from FCI
8 Dublin and transfers following subsequent redesignations through December 31, 2024, and
9 applies to time in transit, time at Federal Transfer Centers, and time in Administrative
10 Detention Facilities. This also includes any credits lost due to changes in available
11 programming or job placements at new facilities.

12 74. Following a report by a Class Member that they lost FTCs or were placed in
13 non-earning status due to the FCI Dublin's closure, including transfers directly from FCI
14 Dublin and transfers following subsequent redesignations through December 31, 2024, the
15 BOP and the Monitor shall conduct a review of the Class Member's FTCs. The Monitor
16 shall review the BOP's FSA Time Credit Assessment Worksheet and any other necessary
17 documentation to make this assessment. If the BOP concludes that the Class Member lost
18 FTCs or was placed in non-earning status improperly, BOP shall take corrective action to
19 ensure that the credits are restored. If the Monitor concludes the Class Member lost FTCs
20 or was placed in non-earning status improperly, the Monitor may recommend that BOP
21 take corrective action.

22 **3. Disciplinary Review**

23 75. BOP will continue to review all disciplinary incident reports issued to Class
24 Members at FCI Dublin between January 1, 2020, and May 1, 2024, as described in the
25 Court's Orders at ECF 300 and 372. BOP will expunge all disciplinary reports that are
26 found to contain due process, evidentiary, or other procedural violations, and adjust Class
27 Members' security and recidivism classifications, FTCs, and release dates accordingly.
28 The Monitor shall review and report on this process, including the reclassification of Class

1 Member's security and recidivism designations and release dates. The Monitor may also
2 provide recommendations on expungements and related reclassifications.

3 76. The Monitor shall review and report on BOP's review of FCI Dublin
4 disciplinary reports and resulting expungements and reclassifications of the security and
5 recidivism designations, as described above. Reports will be monthly and include
6 information about the nature of the underlying disciplinary report and the reason for
7 expungement.

8 **4. Compassionate Release**

9 77. The Monitor shall review and report on all compassionate release requests
10 submitted by Class Members. Reports will be quarterly and include an update on the status
11 of the request.

12 **E. Class Member Access to Counsel and the Monitor**

13 78. BOP shall provide all Class Members with access to confidential two-way
14 email communication with the Monitor for the Term of the Consent Decree. No BOP staff
15 will be able to read or view the content of the messages.

16 79. Consistent with Security, all outgoing mail from Class Members to the
17 Monitor shall be marked "special mail" and shall not be opened or read by BOP staff.

18 80. Class Counsel shall submit a designated phone number for Class Counsel to
19 BOP, which BOP shall add to the Trust Fund accounts for all Class Members. This number
20 will be in addition to Class Members' currently allotted Trust Fund contacts. Class
21 Members will be able to make calls to Class Counsel from Trust Fund phones regardless of
22 other restrictions on phone access. Such calls may, at the option of the Class Member, be
23 charged collect to Class Counsel.

24 81. BOP shall ensure that every Class Member has the opportunity to initiate a
25 confidential legal call with Class Counsel at least once per week. Calls will generally take
26 place during pre-scheduled, weekly blocks of time that are at least three (3) hours long and
27 scheduled Monday through Friday between 8am and 5pm Pacific Time. To the extent
28 feasible, BOP shall work with facilities to stagger blocks of time such that facilities'

1 blocks of time do not overlap. If there is insufficient time for all Class Members who
2 requested a call to speak to Class Counsel during the allotted block of time, BOP shall
3 facilitate a confidential legal call with Class Counsel within two (2) workdays. These calls
4 shall be provided absent exceptional circumstances. A Class Member's placement in SHU,
5 individual restrictions on phone access, or staffing considerations alone (including
6 lockdowns or restrictions on movement due to understaffing) do not constitute exceptional
7 circumstances. If BOP is unable to facilitate calls on a given week due to exceptional
8 circumstances, they shall notify the Monitor and Class Counsel and provide an explanation
9 in writing. BOP Staff shall not prevent calls as a form of retaliation, and any allegations of
10 retaliation may be reported to the Monitor and Class Counsel as provided in

11 § III.C.2. Class Members in SHU shall receive at least one legal call per week if requested.

12 82. Class Counsel shall submit a list of attorney names and phone numbers to be
13 approved for the pre-scheduled blocks of time referenced in ¶ 81. These confidential legal
14 calls will not count against Class Members' minutes and will be at no cost to the Class
15 Member. At least monthly, BOP Counsel will provide Class Counsel and the Monitor with
16 each respective designated facility's availability and will amend the list as needed to
17 accommodate the facility's ongoing operations.

18 83. The Monitor will review, and include in quarterly reports, complaints from
19 Class Members regarding confidential communication with the Monitor or Class Counsel
20 and may provide recommendations for improved confidential communication.

21 **F. Processing of Damages Related to Closure due to Property Loss**

22 84. The Monitor shall also review and report on loss and damage to Class
23 Member property as a result of transfer from FCI Dublin, including the status of Class
24 Members' claims for compensation. Nothing in this provision shall prejudice the right of
25 Class Members to make unreleased claims within the normal one-year time frame from the
26 incident.

27 85. For Class Members who have submitted a claim for money damages due to
28 property loss related to the closure of FCI Dublin and initial transfer by December 1, 2024,

1 BOP will provide a final decision letter on or before July 1, 2025.

2 86. Following a final decision, a Class Member may request in writing that BOP
3 reconsider their claim. Their request for reconsideration must be submitted within three (3)
4 months of the Effective Date or within three (3) months of the date of the denial letter,
5 whichever is later. They must include a reason for reconsideration, which may include
6 additional evidence of the damage or loss to support their request for reconsideration. To
7 the extent a Class Member's property claim was denied for lack of available commissary
8 receipts, the Class Member must provide a signed self-affidavit indicating that the Class
9 Member attempted to obtain the receipts, was unsuccessful, and that the amount requested
10 would otherwise be supported by those receipts if they were available.

11 **G. Special Master Report**

12 87. The Parties agree that the Special Master Report does not, in itself, create
13 any cause of action or right to relief.

14 **H. Additional Relief**

15 88. BOP Director will issue a formal, public acknowledgement to victims of
16 staff sexual abuse at FCI Dublin.

17 89. Following any BOP final decision regarding the lease, sale, or reopening of
18 the FCI Dublin property, BOP will notify the Monitor and Class Counsel of such decision.

19 **IV. MONITORING & IMPLEMENTATION**

20 **A. Appointment of the Monitor**

21 90. The Parties shall jointly request that the Court appoint Wendy Still as
22 Monitor. If Ms. Still is not available, and if the Parties are unable to agree on a
23 replacement, the Parties shall meet and confer and propose a replacement to the Court. If
24 the Parties are unable to agree on a proposed replacement, each Party shall provide up to
25 five names to the Court for consideration, and either Party may then strike up to three
26 names and the Court shall appoint a replacement Monitor from the remaining candidates.

27 91. The Monitor shall be permitted to hire a reasonable number of staff to assist
28 the Monitor in performing the duties outlined in this Agreement. In hiring assistants to

1 carry out the terms of the Consent Decree, the Monitor must stay within the budgeted
2 amount for the entire term of the Consent Decree, the budget to be set by the following
3 process. The Monitor will propose in writing to both Parties the position or positions for
4 which they would like to hire, including a description of their duties, their hourly rate, their
5 projected number of hours worked per week, and the term of their employment not to
6 exceed the end date of the Consent Decree. Within seven (7) days of receipt, the Parties
7 may submit any objections or questions. The Monitor must respond in writing within five
8 (5) days. The Parties shall then work cooperatively to accept or reject the proposal or
9 prescribe an alternate budget. If the Parties are unable to resolve the dispute, either Party
10 may seek to mediate the dispute with the assistance of Magistrate Judge Spero, or if he is
11 unavailable, another magistrate judge or mediator. If the issue is not resolved via
12 mediation, either Party may apply to the Court for relief.

13 92. The BOP shall pay the fees and costs incurred by the Monitor and staff.
14 Invoices will be provided to all Parties for their review before payment.

15 **B. Protective Order**

16 93. The Parties agree to negotiate and enter an appropriate Protective Order (“the
17 Protective Order”), which shall be signed by the monitor and counsel for all Parties. The
18 protective order shall set forth the procedure for and limitations on disclosure of protected
19 documents and information. Such protected documents and information may include
20 protected health information, law enforcement sensitive information, security sensitive
21 information, and employment information.

22 **C. Monitor Access**

23 94. Consistent with Security, the Monitor shall have access to BOP facilities and
24 the ability to inspect BOP facilities upon reasonable notice, which need not exceed five (5)
25 days. The Monitor shall have reasonable access to interview BOP Staff and AICs during
26 such inspections. The Monitor may schedule other interviews with BOP Staff through the
27 BOP Liaison. The Monitor shall document all interviews, including the name of the
28 individual interviewed, the date and time of the interview, and the subject of such

1 interview.

2 95. Consistent with Security, the Monitor shall also have access to Class
3 Members, including the ability to schedule confidential phone calls and conduct
4 confidential in-person interviews with reasonable notice to BOP, which shall be deemed to
5 mean two business days' notice, absent exigent circumstances requiring faster access. In
6 exigent circumstances, the Monitor shall contact the BOP Liaison to arrange such
7 interviews, copying Class Counsel and BOP Counsel.

8 96. The Monitor shall be provided with access to BOP documents related to
9 Class Members and the terms of the Consent Decree upon request. To the extent such
10 requests rise to the level of an undue burden on staff, the Parties shall meet and confer to
11 attempt to address the issue and, if necessary, shall utilize the Dispute Resolution Process
12 outlined herein. The Monitor shall have reasonable access to Class Member health records,
13 under the Protective Order .

14 97. The Monitor may communicate *ex parte* with Class Counsel and BOP
15 Counsel.

16 **D. Monitor Reports and Responsibilities**

17 98. The Monitor shall produce monthly and quarterly reports as required under
18 the Consent Decree. The Monitor shall provide BOP Counsel and Class Counsel with
19 quarterly reports in draft form. The Monitor shall identify all sources of information relied
20 upon in the report, except where such identifying would jeopardize the safety and security
21 of any person. The Monitor's reports shall contain the Monitor's assessment of whether
22 Defendants are complying with this Consent Decree and provide recommendations for
23 compliance where the Monitor deems necessary. The draft reports will identify with
24 highlighting material that the Monitor intends to redact subject to the Protective Order. The
25 Parties shall have fourteen (14) days to make written comments on the Reports including
26 regarding redactions. The Monitor will then have fourteen (14) days to make any revisions
27 based on the Parties' comments. Any disputes regarding redactions shall be addressed
28 through the Dispute Resolution Process.

1 99. As used in the Monitor’s reports, the terms “findings,” “assess,”
2 “assessment,” and “evaluation” shall refer to the Monitor’s conclusions regarding the state
3 of compliance with specific terms of this Consent Decree. Such conclusions may be used
4 by either Party to support positions taken in the Dispute Resolution Process, without
5 prejudice to either Party’s assertions of evidentiary objections. As used in the Monitor’s
6 reports or other communications, the term “recommendation” shall refer to a course of
7 action that the Monitor believes would assist the BOP in complying with this Consent
8 Decree. The Monitor’s final reports shall be submitted to the Court and made publicly
9 available to Class Members with the redactions described above.

10 100. Where the Monitor learns of urgent problems, the Monitor shall alert the
11 Parties to the problems without waiting for a quarterly report, and shall include any
12 recommendations to address the problems. The Monitor shall have the ability to take
13 certain corrective action referenced in provisions above. The Monitor shall notify Counsel
14 for both Parties prior to taking such action. To the extent that there is disagreement over
15 such action(s), the Parties shall meet and confer according to the Dispute Resolution
16 Process outlined herein. If an agreement cannot be reached, the Parties may raise
17 outstanding issues with the Court.

18 **E. Class Counsel Access**

19 101. Defendants shall permit Class Counsel with ongoing and timely access to
20 Class Members, including through confidential legal visits and calls. For purposes of this
21 provision, “ongoing” means during the term of this Consent Decree, and “timely” means
22 with reasonable notice, which means seventy two (72) hours for a confidential call, and ten
23 (10) days for in-person visits, with some flexibility for emergencies.

24 102. For purposes of this provision “confidential” means that the call or visit takes
25 place in a space where the conversation cannot be overheard by BOP Counsel or BOP
26 Staff, and generally in a room without BOP Counsel or BOP Staff present. Counsel for the
27 Parties shall address, on a case-by-case basis, situations where facility operations require
28 use of a non-private room with all necessary measures taken to ensure auditory privacy.

1 103. Every quarter, BOP will provide Class Counsel an updated list detailing
2 points of contact responsible for arranging legal calls and visits at all facilities where Class
3 Members are housed.

4 104. BOP Counsel shall provide Class Counsel with copies of all documents that
5 BOP Counsel provides to the Monitor. Class Counsel shall submit a written request to the
6 BOP Liaison for health records of Class Members, and, Consistent with Security, may
7 request other records from the Class Member’s central file related to an issue within the
8 scope of this Consent Decree. Class Counsel shall receive such records, subject to the
9 Protective Order. BOP shall bear any copying costs and shall provide such records within
10 fourteen (14) days of request unless the Parties agree to a different timeframe for a
11 particular request. Disputes regarding this provision shall be resolved in the Dispute
12 Resolution Process.

13 105. Where Class Counsel has a good faith basis for doing so, and where the
14 Class Member cannot use internal channels with reasonable safety or promptness, Class
15 Counsel may bring individual Class Member concerns on topics covered by this Consent
16 Decree to the attention of BOP Counsel in writing. Defendants shall respond in writing
17 within ten (10) business days, unless otherwise agreed to by the Parties. Disputes about
18 volume or good faith of such requests shall be addressed in the Dispute Resolution
19 Process.

20 **V. DISPUTE RESOLUTION**

21 106. In the event of a dispute concerning the interpretation of this Consent Decree
22 during the Term of the Consent Decree, the Parties agree to meet and confer within
23 fourteen (14) days of either Party providing notice in an attempt to resolve the dispute. If
24 the Parties are unable to resolve the dispute, either Party may seek to mediate the dispute
25 with the assistance of Magistrate Judge Spero, or if he is unavailable, another magistrate
26 judge or mediator. If the issue is not resolved via mediation, either Party may apply to the
27 Court for relief.

28

1 **VI. SETTLEMENT APPROVAL PROCESS**

2 107. The Parties shall jointly move the Court within thirty (30) days of execution
3 of this Consent Decree for an Order granting Preliminary Approval of this Consent Decree
4 and setting a hearing for Final Approval of this Consent Decree.

5 108. The Parties shall negotiate and draft a proposed notice to the Class, which
6 shall include the terms of this Consent Decree and their right to object. The Parties shall
7 also develop a plan for distributing the notice to Class Members. Notice shall be
8 distributed by the Parties within twenty-one (21) days of the date of the Court’s Order
9 granting Preliminary Approval, and shall remain available to Class Members so long as the
10 Consent Decree is in effect, absent further order of the Court. The Parties shall submit
11 declarations to the Court as part of the motion for final approval confirming that notice has
12 been issued according to this paragraph.

13 109. The Parties shall take all procedural steps regarding the fairness hearings as
14 may be requested by the Court and shall otherwise use their respective best efforts to
15 consummate the agreement set forth in this Consent Decree, and to obtain final Court
16 approval of this Consent Decree and entry of Judgment. If, for any reason, the Court does
17 not approve this Consent Decree, the executed Consent Decree shall be null and void and
18 cannot be viewed as a concession of any kind. Upon final approval by the Court, this
19 Consent Decree shall be binding upon the Defendants, Plaintiffs, and all Class Members
20 and shall constitute the final and complete resolution of all issues addressed herein.

21 **VII. ATTORNEYS’ FEES AND COSTS**

22 110. The Parties agree that the entry of this Consent Decree is a court-ordered
23 change in the legal relationship between the Parties for purposes of determining eligibility
24 for attorneys’ fees and costs. BOP shall pay Class Counsels’ reasonable attorneys’ fees and
25 costs, subject to applicable limitations in terms of eligibility and amount. The Parties shall
26 engage in good faith efforts to resolve Class Counsels’ claim for reasonable attorneys’ fees
27 and costs, including production of billing records, before resorting to the Dispute
28 Resolution Process. BOP shall also pay Class Counsel “Monitoring fees” for their

1 reasonable time and reasonable expenses related to monitoring this Consent Decree,
2 subject to applicable limitations in terms of eligibility and amount.

3 **VIII. RESERVATION OF JURISDICTION AND ENFORCEMENT**

4 111. The District Court of the Northern District of California shall retain
5 jurisdiction solely to enforce performance as specified in this Consent Decree.

6 112. By entering into this consent decree, Defendants do not admit any liability
7 on the part of the United States and/or its employees, agents, and former employees and
8 agents, or any other persons.

9 113. This Consent Decree will be filed in the United States District Court as part
10 of an unopposed motion by Plaintiffs pursuant to Federal Rule of Civil Procedure 23(e)
11 and 41(a)(2) to approve this Consent Decree and to dismiss the Amended Complaint
12 subject to the Parties' compliance with the terms of this Consent Decree, as contemplated
13 by *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994). This case
14 will remain on the Court's inactive docket for the Compliance Period.

15 114. The Parties agree to continue to work collaboratively and in good faith to
16 avoid enforcement actions. The BOP agrees that Jennifer Knox, Women and Special
17 Populations National Policy and Program Coordinator, has been designated as the BOP
18 Liaison, and will remain the principal point of contact for any enforcement related issues,
19 regardless of whether she later holds a different position within the BOP. If Ms. Knox is no
20 longer employed by BOP, a designee assigned by BOP will undertake her role.

21 115. The Parties agree that temporary or isolated incidents of non-compliance, or
22 failure to comply with technicalities, shall not constitute substantial non-compliance. The
23 Parties agree that intermittent compliance during a period of sustained non-compliance
24 shall not constitute substantial compliance. BOP may move the Court to terminate the
25 Consent Decree based on substantial compliance no earlier than 18 months after the
26 Effective Date.

27 116. Claims for money damages and/or judicial determinations concerning a
28 Class Member's personal medical and mental health diagnoses are beyond the scope of

1 enforcement.

2 **IX. MISCELLANEOUS**

3 117. The Parties each acknowledge that they are entering into this Consent Decree
4 freely, knowingly, voluntarily, and with a full understanding of its terms. The Parties
5 acknowledge that they have consulted with counsel of their own choosing concerning this
6 Consent Decree and that they were given reasonable time to review and consider the terms
7 of this Consent Decree. This Consent Decree shall be binding on all successors, assignees,
8 employees, agents, and all others working for or on behalf of Defendants and Plaintiffs.
9 The terms of this Consent Decree shall be governed by and construed in accordance with
10 the laws of the State of California.

11 118. The language of this Consent Decree shall be construed as a whole according
12 to its fair meaning, and not strictly for or against any of the Parties. The terms of this
13 Consent Decree are the product of joint negotiations and shall not be construed as having
14 been authored by one Party rather than another. Any ambiguity shall not be construed
15 against any Party. Where required by context, the plural includes the singular and the
16 singular includes the plural. The headings in this Consent Decree are solely for
17 convenience and shall not be considered in its interpretation.

18 119. If any provision or provisions of this Consent Decree is held invalid, illegal,
19 or unenforceable, the validity, legality, and/or enforceability of the remaining provisions
20 shall not in any way be affected or impaired thereby.

21 120. This Consent Decree may be executed in counterparts, each of which shall
22 be considered an original, but all of which, when taken together, shall constitute one and
23 the same instrument. To the extent any documents are required to be executed by any of
24 the Parties to effectuate this Consent Decree, each Party hereto agrees to execute and
25 deliver such and further documents as may be required to carry out the terms of this
26 Consent Decree. Each signatory to this Consent Decree certifies that they are fully
27 authorized by the Party they represent to enter into the Consent Decree, to execute it on
28 behalf of the Party represented, and to legally bind that Party thereto.

1 121. Unless otherwise indicated in the Consent Decree, all notices or
2 communications required by this Consent Decree shall be in writing by email addressed as
3 stated below. Should any Party's contact information change from what is listed below,
4 that Party shall promptly provide written notice of the updated contact information to the
5 other Parties.

6 **To Named Plaintiffs, Class Counsel, or the Settlement Class:**

7 Ernest Galvan
8 Kara Janssen
9 Rosen Bien Galvan & Grunfeld LLP
10 101 Mission Street 6th Floor Suite #101
11 San Francisco, CA 94501
12 egalvan@rbgg.com
13 kjanssen@rbgg.com

14 Susan Beaty
15 California Collaborative for Immigrant Justice
16 1999 Harrison St, Suite 1800
17 Oakland, CA 94612
18 susan@ccijjustice.org

19 Amaris Montes
20 Rights Behind Bars
21 416 Florida Avenue N.W. #26152
22 Washington, D.C. 20001-0506
23 amaris@rightsbehindbars.org

24 Stephen Cha-Kim
25 Carson Anderson
26 Natalie Steiert
27 Arnold & Porter Kaye Scholer LLP
28 250 West 55th Street
New York, NY 10019-9710
Stephen.Cha-Kim@arnoldporter.com
Carson.Anderson@arnoldporter.com
Natalie.Steiert@arnoldporter.com

To Named Defendants or Defense Counsel:

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Madison L. Mattioli
Mark Steger Smith
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2 timothy.tatarka@usdoj.gov
3 abbie.cziok@usdoj.gov

4 Dominic Ayotte
Robert J. France
5 Kristi Sutton
6 Federal Bureau of Prisons
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7 7338 Shoreline Drive
8 Stockton, CA 95219
cayotte@bop.gov
9 rfrance@bop.gov
ksutton1@bop.gov

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1 DATED: ^{21st} ~~November~~ ^{December} 2, 2024

Respectfully submitted,

2 By: _____

3 R.B. /
4 Named Plaintiff

5 DATED: November __, 2024

6 By: _____

7 S.L.
8 Named Plaintiff

9 DATED: November __, 2024

10 By: _____

11 A.H.R.
12 Named Plaintiff

13 DATED: December __, 2024

14 By: _____

15 A.S.
16 Named Plaintiff

17 DATED: December __, 2024

18 By: _____

19 G.M
20 Named Plaintiff

21 DATED: December __, 2024

22 By: _____

23 J.L.
24 Named Plaintiff

25 DATED: December __, 2024

26 By: _____

27 L.T.
28 Named Plaintiff

DATED: December __, 2024

By: _____

California Coalition for Women Prisoners
Named Plaintiff

1 DATED: November __, 2024

Respectfully submitted,

2

By: _____

R.B.
Named Plaintiff

3

4 ^{5th} December
5 DATED: ~~November 2~~, 2024

By: 

S.L.
Named Plaintiff

7

8 DATED: November __, 2024

By: _____

A.H.R.
Named Plaintiff

10

11 DATED: December __, 2024

By: _____

A.S.
Named Plaintiff

13

14 DATED: December __, 2024

By: _____

G.M.
Named Plaintiff

16

17 DATED: December __, 2024

By: _____

J.L.
Named Plaintiff

19

20 DATED: December __, 2024

By: _____

L.T.
Named Plaintiff

22

23 DATED: December __, 2024

By: _____

California Coalition for Women Prisoners
Named Plaintiff

25

26

27

28

1 DATED: November __, 2024

Respectfully submitted,

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By: _____

3

R.B.

Named Plaintiff

4

5 DATED: November __, 2024

6 By: _____

6

S.L.

Named Plaintiff

7

AHR December

8

DATED: ~~November~~ 2, 2024

9 By: _____

A.H.R.

Named Plaintiff

10

11 DATED: December __, 2024

12 By: _____

12

A.S.

Named Plaintiff

13

14 DATED: December __, 2024

15 By: _____

15

G.M

Named Plaintiff

16

17 DATED: December __, 2024

18 By: _____

18

J.L.

Named Plaintiff

19

20 DATED: December __, 2024

21 By: _____

21

L.T.

Named Plaintiff

22

23 DATED: December __, 2024

24 By: _____

24

California Coalition for Women Prisoners

Named Plaintiff

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1 DATED: November __, 2024

Respectfully submitted,

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By: _____

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R.B.
Named Plaintiff

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5 DATED: November __, 2024

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By: _____

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S.L.
Named Plaintiff

8 DATED: November __, 2024

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By: _____

10

A.H.R.
Named Plaintiff

11 DATED: December 5, 2024

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By: _____

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A.S.
Named Plaintiff

14 DATED: December __, 2024

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By: _____

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G.M
Named Plaintiff

17 DATED: December __, 2024

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By: _____

19

J.L.
Named Plaintiff

20 DATED: December __, 2024

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By: _____

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L.T.
Named Plaintiff

23 DATED: December __, 2024

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By: _____

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California Coalition for Women Prisoners
Named Plaintiff

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1 DATED: November __, 2024

Respectfully submitted,

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By: _____
R.B.
Named Plaintiff

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5 DATED: November __, 2024

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By: _____
S.L.
Named Plaintiff

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8 DATED: November __, 2024

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By: _____
A.H.R.
Named Plaintiff

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11 DATED: December __, 2024

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By: _____
A.S.
Named Plaintiff

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14 DATED: December 4, 2024

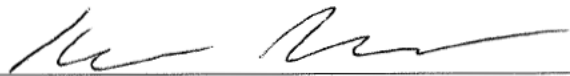
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By:  _____
G.M.
Named Plaintiff

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17 DATED: December 5, 2024

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By:  _____
J.L. Kara Jansen
Named Plaintiff on behalf of J.L. as
counsel

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20 DATED: December __, 2024

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By: _____
L.T.
Named Plaintiff

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23 DATED: December __, 2024

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By: _____
California Coalition for Women Prisoners
Named Plaintiff

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DATED: November __, 2024

By: _____
S.L.
Named Plaintiff

DATED: November __, 2024

By: _____
A.H.R.
Named Plaintiff

DATED: December __, 2024

By: _____
A.S.
Named Plaintiff

DATED: December __, 2024

By: _____
G.M
Named Plaintiff

DATED: December __, 2024

By: _____
J.L.
Named Plaintiff

DATED: December 4, 2024

By: _____
L.T.
Named Plaintiff

DATED: December __, 2024

By: _____
California Coalition for Women Prisoners
Named Plaintiff

1 DATED: November __, 2024

Respectfully submitted,

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By: _____

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R.B.
Named Plaintiff

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5 DATED: November __, 2024

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By: _____

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S.L.
Named Plaintiff

8 DATED: November __, 2024

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By: _____

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A.H.R.
Named Plaintiff

11 DATED: December __, 2024

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By: _____

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A.S.
Named Plaintiff

14 DATED: December __, 2024

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By: _____

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G.M
Named Plaintiff

17 DATED: December __, 2024

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By: _____

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J.L.
Named Plaintiff

20 DATED: December __, 2024

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By: _____

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L.T.
Named Plaintiff

23 DATED: December 2, 2024

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By: Jana Block, CCWP
California Coalition for Women Prisoners
Named Plaintiff

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1 DATED: December 2, 2024

2 By:




3 J.M. U
4 Named Plaintiff

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1 DATED: December 5, 2024


Respectfully submitted,
ROSEN BIEN GALVAN & GRUNFELD LLP

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By: 
Kara Janssen
Ernest Galvan
Adrienne Spiegel
Luma Khabbaz
Attorneys for Plaintiffs

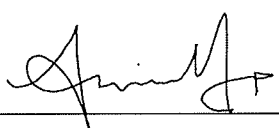
DATED: December 5, 2024

CALIFORNIA COLLABORATIVE FOR
IMMIGRANT JUSTICE

By: 
Susan Beaty
Attorney for Plaintiffs


DATED: December 5, 2024

RIGHTS BEHIND BARS

By: 
Amaris Montes
Miriam Nemeth
Attorneys for Plaintiffs

DATED: December 5, 2024

ARNOLD & PORTER

By: 
Stephen Cha-Kim
Carson Anderson
Natalie Steiert
Attorneys for Plaintiffs

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DATED: December 2, 2024


UNITED STATES FEDERAL BUREAU OF PRISONS

By: 

WILLIAM W. LOTHROP
DEPUTY DIRECTOR FBOP

DATED: December 5, 2024

UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF MONTANA

By:  for

JESSE A. LASLOVICH
Madison L. Mattioli
Mark Steger Smith
Timothy A. Tatarka
Abbie J.N. Cziok

Attorneys for Defendants