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16  
 17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19 JESSE HERNANDEZ et al., on behalf of  
 themselves and all others similarly situated,

20 Plaintiffs,

21 v.

22 COUNTY OF MONTEREY; MONTEREY  
 23 COUNTY SHERIFF’S OFFICE;  
 CALIFORNIA FORENSIC MEDICAL  
 24 GROUP, INCORPORATED, a California  
 corporation; and DOES 1 to 20, inclusive,

25 Defendants.  
 26

Case No. CV 13 2354 BLF

**PLAINTIFFS’ NOTICE OF  
 MOTION AND MOTION TO  
 ENFORCE THE SETTLEMENT  
 AGREEMENT AND WELLPATH  
 IMPLEMENTATION PLAN**

Judge: Hon. Beth Labson Freeman  
 Date: August 24, 2023  
 Time: 9:00 a.m.  
 Crtrm.: 3

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        [REDACTED]

        [REDACTED]

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[REDACTED]

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**NOTICE OF MOTION**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 24, 2023, at 9:00 a.m., or as soon thereafter as the matter may be heard, Plaintiffs will and hereby do move the Court for an order enforcing the Settlement Agreement and Wellpath Implementation Plan in this case regarding medical care, mental health care, and dental care. Plaintiffs request that the Court enter an order finding that Defendant Wellpath, Inc. (“Wellpath,” formerly California Forensic Medical Group, Inc. or “CFMG”) is noncompliant with the Settlement Agreement and Wellpath Implementation Plan, and requiring: (1) Defendant Wellpath to come into compliance with the Settlement Agreement and Implementation Plans; (2) Defendant Wellpath to show cause after six months why contempt fines should not be issued for any requirements with which it remains noncompliant; and (3) continued monitoring and contempt sanctions until Wellpath comes into compliance.

Plaintiffs’ motion is based on the accompanying Memorandum of Points and Authorities in Support of Plaintiffs’ Motion to Enforce, the Declarations of Cara E. Trapani, Van Swearingen, and Erick Stewart in support thereof, Plaintiffs’ [Proposed] Order Granting Plaintiffs’ Motion to Enforce, any oral argument, and the entire record in this action.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**INTRODUCTION**

For more than seven and a half years, Wellpath has defied its Court-ordered obligations and provided systemically inadequate care to people incarcerated at the Monterey County Jail (hereafter “MCJ” or “Jail”). The result of Wellpath’s persistent noncompliance with this Court’s orders and its own remedial plan is a death rate at the Jail more than twice the national average and a suicide rate more than three times the average for California jails. [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED] The resulting deficiencies in medical, mental health, and dental care cause daily pain and suffering, including serious medical and dental complications, untreated chronic illnesses, suicide attempts, and deaths. This Court must intervene and order Wellpath to finally meet its remedial obligations.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In May 2020, this Court entered a stipulated order extending the length of its jurisdiction over this litigation and requiring Wellpath to develop “corrective action plans to remedy all the areas for which the neutral monitors have found Defendants to be not in substantial compliance.” Dkt. 671 at 5.<sup>1</sup> When compliance had not improved two years later, the Court issued another stipulated order on June 3, 2022, again extending the period of its jurisdiction over this litigation, and affording the neutral monitors greater power to provide training and supervision to Wellpath’s overworked and under-supported line staff

<sup>1</sup> All citations to documents filed on the Court’s docket refer to ECF page numbers.

1 through “enhanced monitoring.” *See* Dkt. 751 at 7. [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 Wellpath refused even to meaningfully engage in the mandatory conferral process  
10 before this motion, failing to respond in writing to Plaintiffs’ letter regarding Wellpath’s  
11 noncompliance, as required by the Settlement Agreement, *see* Dkt. 494 at 25-26, and  
12 refusing to meet and confer about Plaintiffs’ settlement offers. The Settlement Agreement  
13 allows this Court to use “all ... remedies permitted by law or equity” to compel  
14 compliance with the terms of the Settlement Agreement and Implementation Plans. *See id.*  
15 at 25. Wellpath’s ongoing refusal to comply with this Court’s orders, coupled with the  
16 continued harms to incarcerated people, shows that only the threat of monetary sanctions  
17 will force Wellpath to take its obligations seriously.

18 Plaintiffs hereby seek an order: (1) confirming the monitors’ findings of  
19 noncompliance with the 44 provisions of the Settlement Agreement and Wellpath  
20 Implementation Plan identified in Section II, *infra*; (2) ordering Wellpath to come into full  
21 and permanent compliance with each of those provisions; (3) instructing the neutral  
22 monitors to evaluate Wellpath’s compliance with these provisions after six months;  
23 (4) ordering Wellpath to show cause why fines of \$25,000 per provision should not be  
24 imposed for each provision with which Wellpath remains noncompliant at that time;  
25 (5) requiring continued neutral monitor evaluations of Wellpath’s compliance twice per  
26 year in the course of their regular monitoring duties; and (6) imposing ongoing fines of  
27 \$25,000 per noncompliant provision after each monitoring period until Wellpath fully and  
28 durably corrects its noncompliance with the Court’s order.



1 **FACTUAL AND PROCEDURAL BACKGROUND**

2 **A. By the Parties' Agreement and the Court's Orders, Wellpath Must**  
 3 **Provide Minimally Adequate Medical, Mental Health, and Dental Care**

4 Plaintiffs are a class of all persons incarcerated at the Jail and a subclass of  
 5 individuals with disabilities. Dkt. 431 at 50. Plaintiffs brought suit in 2013, challenging  
 6 inadequate medical, mental health, and dental care, safety and security issues at the Jail,  
 7 and problems with disability access. *See id.* at 1-2, 6-8. In April 2015, the Court entered a  
 8 preliminary injunction in favor of Plaintiffs, finding "significant evidence that Defendants'  
 9 policies and practices constitute deliberate indifference to Plaintiffs' serious medical  
 10 needs." Dkt. 406 at 21. In August 2015, the Court approved the parties' Settlement  
 11 Agreement and ordered Defendants to comply with its terms. Dkt. 494 at 4. The Court  
 12 retained jurisdiction and power to enforce the agreement and found that it satisfied the  
 13 Prison Litigation Reform Act ("PLRA"), 18 U.S.C. § 3626(a)(1)(A). Dkt. 494 at 4. The  
 14 Court also ordered the parties to develop Implementation Plans that would be "enforceable  
 15 by the Court as part of the Settlement Agreement." *Id.* The plans were required to contain  
 16 detailed mandates in specific subject areas "to ensure that the class is not exposed to  
 17 substantial risks of serious harm." *Id.* at 13. The Court approved and adopted these  
 18 Implementation Plans with some modifications in May 2016. *See* Dkt. 549; *see also* Dkt.  
 19 528-1 (County Implementation Plan); Dkt. 532 (Wellpath Implementation Plan).

20 The Court appointed neutral monitors in August 2016. The Orders of Reference  
 21 require each monitor to determine whether Defendants are "substantially complying"<sup>2</sup> with  
 22 the Settlement Agreement and Implementation Plans. *See* Dkts. 563, 658, 744, and 753.<sup>3</sup>

23  
 24  
 25  
 26 <sup>2</sup> "'Substantial compliance' means adherence to the requirements of the Settlement  
 27 Agreement and Implementation Plans in all material respects, recognizing that 100%  
 compliance is not required." Dkt. 494 at 10.

28 <sup>3</sup> There are multiple orders of reference because several monitors have been replaced since  
 implementation began. *See* Trapani Decl. ¶¶ 3-4.

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**B.** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**C.** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 **D.** [REDACTED]

11 Twenty-three people have died at the Jail since the parties entered the Settlement  
 12 Agreement on August 18, 2015<sup>4</sup>—including J.H., who died on April 7, 2023, and who is  
 13 the second person to die in custody this year. Nine of these twenty-three deaths were  
 14 suicides. *See* Decl. of Van Swearingen (“Swearingen Decl.”) ¶¶ 3-4. This count of  
 15 suicides omits D.S. and R.L., both of whom died of acute water intoxication after  
 16 compulsive, excessive drinking of water, a symptom of their mental illness. The Jail’s  
 17 annual death rate since the Settlement Agreement is 350 deaths per 100,000 people, more  
 18 twice the national average.<sup>5</sup> Excluding D.S. and R.L., the Jail’s annual suicide rate since  
 19 the Settlement Agreement is 137 suicides per 100,000 people, more than three times the  
 20 average for jails in California.<sup>6</sup>

21 The Jail’s death and suicide rates are rising. More than half of the post-Settlement  
 22 suicides have occurred since 2021. [REDACTED]

24 <sup>4</sup> This count of deaths omits an individual who died in September 2022 while in the Jail’s  
 custody, but who was transferred to hospice care several months before his death.

25 <sup>5</sup> *See* Bureau of Just. Stats., U.S. Dep’t of Just., *Mortality in Local Jails, 2000–2019*, at 1  
 26 (2021), <https://bjs.ojp.gov/content/pub/pdf/mlj0019st.pdf>. The methodology used to  
 calculate the death and suicide rates given here mirror that of the Bureau of Justice  
 27 Statistics. *Compare id.* at 34 with Swearingen Decl. ¶¶ 2-4.

28 <sup>6</sup> *See* Bureau of Just. Stats., U.S. Dep’t of Just., *Suicide in Local Jails and State and  
 Federal Prisons, 2000–2019*, at 12 tbl.3 (2021),  
<https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/sljsfp0019st.pdf>.

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 **1. J.H.**

7 J.H. died at the Jail on the afternoon of April 7, 2023. According to Erick Stewart, an  
8 incarcerated person who lived in J.H.’s cell block, J.H. had trouble breathing at night and  
9 used a CPAP machine before he was transferred to the Jail from a facility in another state.  
10 See Decl. of Erick Stewart ¶¶ 4-5. J.H. requested a CPAP machine weeks before he died,  
11 but Wellpath refused to provide him one. *Id.* On the night before his death, J.H. woke up  
12 gasping for air, and told Mr. Stewart in the morning that he felt he had nearly died. *Id.* ¶ 6.  
13 J.H. was found nonresponsive in his cell a few hours later.<sup>7</sup> *Id.* ¶¶ 8-12.

14 **2. M.M.**

15 M.M. committed suicide on January 4, 2023, at the age of 45. [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]

20 [REDACTED] The Implementation Plan states that psychosis, anger, drug  
21 dependency, being under the influence, and being charged with a serious crime are all  
22 signs of suicide risk, *see* Dkt. 532 at 134-35, [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

26 \_\_\_\_\_  
27 <sup>7</sup> Wellpath cut off the neutral monitors’ access to J.H.’s medical records after his death and  
28 did not provide any of his records to counsel or the neutral monitors until April 21, 2023.  
Swearingen Decl. ¶ 7. Counsel and the monitors are continuing to review the documents  
Wellpath has produced.

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[REDACTED]

**3. D.S.**

D.S. was 29 years old when he died at the Jail on November 12, 2022. [REDACTED]

[REDACTED]

[REDACTED] Although the Implementation Plan requires Wellpath to ensure that individuals' psychiatric prescriptions are identified and continued, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

<sup>8</sup> Because of this violation, Plaintiffs also seek reinstatement of monitoring on the medication continuation provisions for which Wellpath was released from monitoring in November 2022. *See* Dkt. 759 at 5-6; *see also* Dkt. 494 at 26.

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 Excessive water consumption also caused the December 2019 death of class  
7 member R.L., who had schizophrenia too. [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]

13 **4. J.C.**

14 J.C. died by suicide at the Jail on April 20, 2022, at the age of 39. [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5 Wellpath’s Implementation Plan puts time limits on the use of safety cells to avoid  
6 the real harm caused by days on end in a padded box with only a hole in the floor for a  
7 toilet. *See* Dkt. 532 at 73. A person sick enough to need that level of isolation for more  
8 than 24 hours is too sick for the Jail and must be transferred to a hospital. The solution is  
9 not to stop using Level 1 watch to avoid hospital transfers; it is to use Level 1 watch as  
10 needed and to send patients who require a higher level of care to the hospital for proper  
11 care, as the Implementation Plan mandates.

12 **5. S.G.**

13 S.G. was 39 years old when he died at the Jail on September 24, 2021. [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]

28 <sup>9</sup> *See* Dkt. 718 at 1-3 (discussing September 2021 outbreak).

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5 **6. T.P.**

6 T.P. was found hanging in his cell on August 5, 2021, at the age of 62. [REDACTED]

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 **7. C.R.**

26 Other recent deaths have involved equally egregious violations of the Settlement  
27 Agreement and Wellpath Implementation Plan. [REDACTED]

28 [REDACTED]



1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 Deaths are only the worst consequences of Wellpath’s disregard for the Court’s  
7 orders and the needs of people at the Jail. For every person who dies because of  
8 Wellpath’s deficient treatment, many more endure serious harm. This death and suffering  
9 alone justifies an order from this Court to enforce the Settlement Agreement and Wellpath  
10 Implementation Plan.

11 **LEGAL STANDARD**

12 A party may be held in civil contempt when, after receiving notice, it fails to take  
13 all reasonable steps within its power to comply with a specific and definite judicial order.  
14 *See, e.g., Parsons v. Ryan (Parsons II)*, 949 F.3d 443, 454 (9th Cir. 2020); *Melendres v.*  
15 *Penzone*, No. CV-07-2513, ECF No. 2681 at 1-2 (D. Ariz. Aug. 12, 2021). A district court  
16 has “wide latitude in determining whether there has been a contemptuous defiance of its  
17 order[s].” *Gifford v. Heckler*, 741 F.2d 263, 266 (9th Cir. 1984). The moving party bears  
18 the initial burden of establishing by clear and convincing evidence that the contemnors  
19 violated a specific and definite order of the Court. *Donovan v. Mazzola*, 716 F.2d 1226,  
20 1240 (9th Cir. 1983). The burden then shifts to the contemnors to produce evidence  
21 explaining their noncompliance. *Id.* The contemnor must show that it “performed ‘all  
22 reasonable steps within [its] power to insure compliance’ with the court’s orders.” *Stone v.*  
23 *City & County of San Francisco*, 968 F.2d 850, 856 (9th Cir. 1992) (quoting  
24 *Sekaquaptewa v. MacDonald*, 544 F.2d 396, 404 (9th Cir. 1976)); *see also id.* at 856 n.9.

25 In addition, the Supreme Court “has repeatedly recognized the power of a federal  
26 court to issue such commands under the All Writs Act as may be necessary or appropriate  
27 to effectuate and prevent the frustration of orders it has previously issued.” *United States*  
28 *v. N.Y. Tel. Co.*, 434 U.S. 159, 172 (1977). These include civil contempt sanctions, which

1 “may be imposed in an ordinary civil proceeding upon notice and an opportunity to be  
 2 heard.” *UMW v. Bagwell*, 512 U.S. 821, 827 (1994). When contempt takes the form of a  
 3 monetary fine for noncompliance, “it is civil only if the contemnor is afforded an  
 4 opportunity to purge”—that is, to come into compliance with the court’s order before the  
 5 fine is issued. *See id.* at 829. To that end, the Ninth Circuit has recognized that civil  
 6 contempt sanctions “generally take the form of conditional fines.” *Shell Offshore Inc. v.*  
 7 *Greenpeace, Inc.*, 815 F.3d 623, 629 (9th Cir. 2016).

8 Along with the mandatory notice and opportunities to be heard and to purge,  
 9 “[c]oercive sanctions may only be imposed ‘after a reasoned consideration’ of ‘the  
 10 character and magnitude of the harm threatened by the continued contumacy, and the  
 11 probable effectiveness of any suggested sanction in bringing about the result desired.’”  
 12 *Parsons II*, 949 F.3d at 457 (quoting *Shuffler v. Heritage Bank*, 720 F.2d 1141, 1148 (9th  
 13 Cir. 1983)); *see also United States v. UMW*, 330 U.S. 258, 303-04 (1947). This obligation  
 14 is satisfied when the court “document[s] Defendants’ failures to comply” with the court’s  
 15 prior orders “and explain[s] that the sanctions were warranted to ‘address Plaintiffs’  
 16 injuries resulting from [Defendants’] noncompliance.’” *Parsons II*, 949 F.3d at 457 (third  
 17 alteration in original).

## 18 ARGUMENT

### 19 I. THE SETTLEMENT AGREEMENT EMPOWERS THE COURT TO ISSUE 20 PLAINTIFFS’ PROPOSED ORDER TO COMPEL WELLPATH’S COMPLIANCE

21 In its August 18, 2015 Order granting final approval of the parties’ Settlement  
 22 Agreement and incorporating the agreement with “the full force and effect of an order of  
 23 this Court,” the Court expressly retained “the power to enforce this Agreement through all  
 24 remedies provided by law.” Dkt. 494 at 4; *accord Parsons II*, 949 F.3d at 454. The Court  
 25 further ordered that the terms of Wellpath’s Implementation Plan (Dkt. 532) are  
 26 enforceable as “part of the Settlement Agreement.” Dkt. 494 at 4. By the terms of the  
 27 Settlement Agreement, its provisions and the provisions of the Implementation Plans are  
 28 orders of this Court. The Court has authority to enforce these orders by all means necessary

1 and appropriate to prevent their frustration. *See N.Y. Tel. Co.*, 434 U.S. at 172; *Parsons II*,  
 2 949 F.3d at 455.

3 The Settlement Agreement imposes only two procedural requirements before  
 4 enforcement remedies like contempt sanctions may be imposed. Both conditions are  
 5 satisfied here. First, Plaintiffs must notify Defendants of the basis for their belief that  
 6 Defendants are out of compliance, confer with Defendants, and present the issue for  
 7 mediation if Defendants do not provide a satisfactory response. Dkt. 494 at 25-26. Plaintiffs  
 8 submitted notice to Wellpath on December 16, 2022 and mediated their concerns with Judge  
 9 Cousins in accordance with the Settlement Agreement. *See Swearingen Decl.* ¶¶ 5-6.

10 Second, the Settlement Agreement requires that if the Court finds noncompliance, it  
 11 should first instruct Defendants “to submit a plan for approval by the Court to remedy the  
 12 deficiencies identified by the Court” before imposing additional remedies. Dkt. 494 at 25.  
 13 This procedural requirement has been exhausted as well. [REDACTED]

14 [REDACTED]  
 15 [REDACTED], the Court ordered Wellpath in May 2020 to create Corrective  
 16 Action Plans (“CAPs”) “to remedy all the areas for which the neutral monitors have found  
 17 Defendants to be not in substantial compliance” and to submit these plans to the monitors for  
 18 approval. Dkt. 671 at 5-6. The Court ordered Wellpath to draft the CAPs within 30 days  
 19 and implement them within 90 days. *Id.* at 6. For more than a year thereafter, Wellpath  
 20 failed to finalize the CAPs. *See* Dkt. 751 at 3. Instead, Wellpath contested their finality for  
 21 months after the monitors approved the plans, preventing the CAPs from being finalized  
 22 until September 2021.<sup>10</sup> [REDACTED]

23 [REDACTED] Plaintiffs’ Proposed Order addresses areas of noncompliance that have  
 24 already been included in the remedial process set forth in the Settlement Agreement, and for  
 25 which Wellpath’s CAPs “did not remedy the deficiencies.” *See* Dkt. 494 at 25.

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 28 <sup>10</sup> True and correct copies of the CAPs created by Wellpath and approved by Drs. Barnett,  
 Winthrop, and Hughes as a result of the Court’s May 29, 2020 Order are attached to the  
 Declaration of Cara E. Trapani filed herewith. *See* Trapani Decl. at Exs. 16, 36, 49.

1 Plaintiffs' Proposed Order appropriately affords Wellpath every chance required by  
2 law and by the Settlement Agreement to correct its longstanding noncompliance with its  
3 Court-ordered obligations before any fines would be levied for its violations of the  
4 Settlement Agreement and Wellpath Implementation Plan. With those procedures  
5 observed, the Ninth Circuit has upheld the authority of a district court to issue contempt  
6 sanctions to address noncompliance with the terms of a settlement with jurisdictional and  
7 enforcement provisions identical in all relevant ways to the provisions of the Settlement  
8 Agreement in this matter. *See Parsons II*, 949 F.3d at 454-55.

9 **II.**

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9 **III. PLAINTIFFS’ PROPOSED ORDER COMPLIES WITH THE PLRA**

10 Under the PLRA, prospective relief addressing prison or jail conditions must be  
11 “narrowly drawn, extend[] no further than necessary to correct the violation of the Federal  
12 right, and [be] the least intrusive means necessary to correct the violation of the Federal  
13 right.” 18 U.S.C. § 3626(a)(1)(A). The Court found that the Settlement Agreement  
14 satisfied this requirement for enforcement purposes, *see* Dkt. 494 at 4, and the Ninth  
15 Circuit has held that orders necessary “to enforce compliance” with a stipulated remedy  
16 comply with the PLRA when the underlying stipulation meets the PLRA’s requirements,  
17 *Parsons v. Ryan (Parsons I)*, 912 F.3d 486, 501 (9th Cir. 2018).

18 In light of Wellpath’s persistent noncompliance and demonstrated unwillingness to  
19 make the changes it must make to achieve compliance, the contempt sanctions that Plaintiffs  
20 seek are necessary to enforce the Settlement Agreement and IPs. Moreover, because the  
21 sanctions specifically target requirements with which Wellpath has been consistently  
22 noncompliant for most or all of this litigation, they are narrowly tailored to addressing the  
23 most egregious and sustained violations of Plaintiffs’ rights. Finally, because less intrusive  
24 remedies like the orders to create CAPs and allow the monitors to conduct enhanced  
25 monitoring and mentoring have failed to produce compliance with these requirements, and  
26 because Wellpath’s noncompliance is causing urgent and ongoing harm to individuals in the  
27 Jail’s custody, the civil contempt sanctions outlined in Plaintiffs’ proposed order are the least  
28 intrusive means necessary to correct Wellpath’s continued violations of Plaintiffs’ federal

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1 rights. *See Armstrong v. Brown*, 768 F.3d 975, 986 (9th Cir. 2014).

2 **CONCLUSION**

3 Plaintiffs respectfully request that the Court enter the proposed order filed herewith.

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5 DATED: April 26, 2023

Respectfully submitted,

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ROSEN BIEN GALVAN & GRUNFELD LLP

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By: */s/ Ben Hattem*

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Ben Hattem

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Attorneys for Plaintiffs

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