

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO
NOV 03 2025

JIMMY (BILLY) McCLENDON, et al.,

Plaintiffs,

vs.

CITY OF ALBUQUERQUE, et al.,

Defendants,

vs.

**E.M., R.L. W.A. D.J., P.S., and
N.W. on behalf of themselves and
all other similarly situated,**

Plaintiff-Intervenors.

**MITCHELL R. ELFERS
CLERK**

No. CIV 95-0024 JB/KBM

AMENDED STIPULATED SETTLEMENT AGREEMENT RESOLVING DOC. 1468

This matter initially came before the Court by agreement of Defendant Bernalillo County, Plaintiffs, and Plaintiff-Intervenors ("the parties") regarding the resolution of *Plaintiff And Plaintiff Intervenors' Joint Motion For Enforcement Of Check-Out Audit Agreement No. 1 And For Further Remedial Relief* (Doc. 1468). This Court initially entered the Stipulated Settlement Agreement Resolving Doc. 1468 on January 17, 2023 (Doc. 1589). The Parties subsequently negotiated a new corrective action plan to address current conflicts regarding compliance with Check Out Audit Agreement #1 (COA1). *See Joint Motion for Amended Stipulated Settlement Agreement* (Doc. 1776). The Court now enters this Amended Stipulated Settlement Agreement. Based on the stipulations of the parties, and the reports of the Court's experts, the Court finds as follows pursuant to 18 U.S.C. § 3626(a)(1):


10/29/25

1. This Order resolves *Plaintiff and Plaintiff Interveners' Joint Motion for Enforcement of Check-Out Audit Agreement No. 1 and for Further Remedial Relief* (Doc. 1468) and current conflicts regarding compliance with COA #1. ~~See~~ *Joint Motion for Amended Stipulated Settlement Agreement* (Doc. 1776).
2. Defendants are not in compliance with some of the requirements of *Check-Out Audit Agreement No. 1*.
3. Defendant Bernalillo County has already begun steps to remedy the problems alleged in the Plaintiffs' motion and the parties have determined that a Corrective Action Plan (CAP) should be implemented promptly without delay, expense and distraction of an evidentiary hearing.
4. It is in the best interests of Defendant Bernalillo County, the Plaintiffs, the Plaintiff Interveners and the public for this settlement agreement to be entered into at this time, without the expense and distraction of further litigation; and
5. The settlement agreement is proper and all the relief described in this agreement:
 - a. is narrowly drawn;
 - b. extends no further than necessary to correct the violations of the federal rights of class and subclass members;
 - c. is the least intrusive means necessary to correct the violations of the federal rights of subclass members; and
 - d. will have no adverse impact on public safety of the operation of the criminal justice system.

It is hereby ordered that Defendant Bernalillo County, Plaintiffs, and Plaintiff Interveners will implement the following settlement agreement forthwith.

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS, PLAINTIFF
INTERVENORS, AND DEFENDANT BERNALILLO COUNTY**

On September 27, 2021, counsel for the class and subclass filed *Plaintiff And Plaintiff Intervenors' Joint Motion for Enforcement of Check-Out Audit Agreement No. 1 And For Further Remedial Relief* (Doc. 1468). Subsequently, the parties filed a *Joint Motion For Amended Stipulated Settlement Agreement* addressing current conflicts regarding compliance with COA #1 (Doc. 1776). Counsel for the parties have determined that it is in their mutual interests to resolve that motion on the following terms. This settlement agreement resolves these current conflicts. . It is not intended to resolve all issues between the parties and it does not preclude future litigation regarding alleged noncompliance with *Check-Out Audit Agreement No. 1*.

TERMS

1. In consideration for this Stipulated Settlement Agreement:
 - a. The Parties agree that this Order resolves current conflicts regarding compliance with COA #1, but does not preclude litigation on future issues;
 - b. Defendants will, in return, implement the Corrective Action Plan, attached hereto as Exhibit 1 (CAP and Addendum); and
 - c. This CAP supplants the CAP that was attached to the January 17, 2023 Order as Doc. 1589-1. By agreement of the Parties, this new CAP was drafted by the Court's medical expert, Dr. Muthusamy Andandkumar.
2. Defendant Bernalillo County, counsel for Plaintiffs, and Plaintiff Intervenors will continue to work with the Court's medical expert, currently Dr. Anandkumar, to address the practices alleged in *Plaintiffs and Plaintiff Intervenors' Joint Motion for Enforcement of Check-Out Audit Agreement No. 1 And for Further Remedial Relief* by effectively implementing the CAP.

3. In the event that Defendant Bernalillo County, counsel for Plaintiffs, and counsel for Plaintiff Intervenor do not agree about how to accomplish any aspect of the above, they will seek assistance from the Court expert, currently Dr. Anandkumar, to resolve any disagreements regarding how to implement the Corrective Action Plan.
 - a. If County Defendants determine that a deadline set forth in the CAP has become unworkable, County Defendants will alert counsel for Plaintiffs and Plaintiff Intervenor at least a week prior to the deadline and propose a new deadline.
 - 1) If Plaintiffs and Plaintiff Intervenor do not agree to the proposed extension or the parties are unable to come to an agreement, Defendant will propose the extension to the Court expert, currently Dr. Anandkumar and then the expert will then determine whether the extension will result in an unreasonable risk of harm.
 - 2) If the Court expert determines there is no unreasonable risk of harm, the extension will be granted;
 - 3) If the Court expert does not make a determination within fourteen days of the expiration of the original deadline, Defendant may file a motion raising the issue with the Court.
4. In the event County Defendants determine that a task set forth in the CAP has become unworkable, they will alert counsel for Plaintiff and Plaintiff Intervenor and the Court expert. If the Court expert agrees there is a better way to accomplish the same purpose, the Court expert may either eliminate the provision or substitute a different provision with the original one. If the Court expert does not agree that the task set for the in the CAP has become unworkable, then no change shall be made.

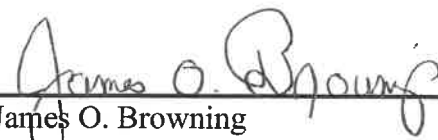
5. In the event the County Defendants do not comply with the timelines or tasks in the CAP, Plaintiffs' and/or Plaintiff Intervenor's counsel may present the issue(s) directly to the Court by filing a motion seeking to remedy the ongoing noncompliance without first mediating the issue(s) before the Special Master.
6. Noncompliance with any provision of the CAP creates a rebuttable presumption of noncompliance with *COA No. 1*. County Defendant may overcome that presumption, but County Defendant bears the burden of proof in any proceeding in which they seek to rebut the presumption using a preponderance of the evidence standard.
7. Nothing in this Stipulated Settlement Agreement prevents counsel for Plaintiffs or Plaintiff Intervenor's from seeking remedial relief from the Court in the event members of the class or subclass are experiencing irreparable harm, irrespective of whether the CAP is being implemented. This agreement does not otherwise modify the mediation provisions set forth in the parties' Settlement Agreement.
8. County Defendants will retain and maintain a permanent contract compliance monitor with a medical background for MDC. That monitor will:
 - a. serve as an MDC employee,
 - b. be a permanent member of any quality control committee required by *COA No. 1*, the CAP, or the County,
 - c. report directly to the County Commission or County Manager on a monthly basis, with copies of the report to be provided to Plaintiffs and Plaintiff Intervenor's, and
 - d. be allowed to communicate with counsel for Plaintiffs and Plaintiff Intervenor's regarding medical and mental health services at MDC.
9. The Court medical expert will conduct at least monthly visits (remote or on-site) to MDC

to monitor compliance with *COA No. 1* and the CAP.

10. County Defendant may not file any Prison Litigation Reform Act (PLRA) motion to terminate prospective relief until eighteen (18) months following the date the Court enters this Order.

11. This order will expire after 24 months, unless the Court expert determines that the CAP has not been fully implemented in which case it shall be extended.

IT IS SO ORDERED.


James O. Browning
United States District Judge

Approved by:

/s/ Katherine Loewe
Attorney for Plaintiff Intervenors

/s/ Alexandra Freedman Smith
Attorney for Plaintiffs

/s/ Taylor Rahn
Attorney for Defendant
Bernalillo County