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AT LARGE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ DEPUTY

THE HONORABLE WILLIAM L. DWYER
MAGISTRATE JUDGE DAVID E. WILSON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SALVADOR LOPEZ, et al.,	)	
	)	
Plaintiffs,	)	NO. C93-1030WD
	)	
vs.	)	STIPULATED MOTION FOR
	)	STAY OF PROCEEDINGS AND
CHASE RIVELAND, et al.,	)	SETTLEMENT AGREEMENT
	)	
Defendants.	)	
	)	

This is a stipulated motion for a stay and settlement agreement for Lopez v. Riveland, U.S. District Court for the Western District of Washington, Cause No. C93-1030WD. The parties, for and in consideration of the mutual promises made hereinafter, agree to the following.

1. The parties hereby ask that this Court enter a stay in this matter for an 18-month period, without the necessity for the filing of any pleadings or taking any other action during the stay. If the court refuses to enter a stay, this agreement will be null and void and the parties will attempt to renegotiate a mutually acceptable agreement. If this Court enters a stay, any time limits or deadlines otherwise required by the Court shall be tolled during the 18-month period and will be rescheduled only if there is no final resolution at the end of the stay, requiring the case to become active again, as described in paragraph 3.

2. As soon as is practicable after the 18-month period for

1 provision of materials and services has passed, the parties shall
2 confer on whether DOC has developed the materials, services and
3 programs it has agreed to provide. If the parties agree that DOC
4 has provided the agreed materials, services and programs, the
5 parties hereby stipulate that Lopez v. Riveland, C93-1030WD, will
6 be dismissed with prejudice. The dismissal will not make or imply
7 any admission by either side that defendants have met or have
8 failed to meet any legal obligation. Upon dismissal the named
9 plaintiffs are precluded from raising any and all claims relating
10 to DOC's system for providing Spanish language, interpretation, or
11 translation that may have existed prior to dismissal, except that
12 any issue regarding the timing, continuance or delay of any
13 hearing or meeting described in paragraph 6.8 because of the
14 unavailability of a facility translator or other translation
15 services is not resolved by this agreement and may be addressed in
16 a separate lawsuit.

17 3. If the parties, after conferring as required by
18 paragraph 3, do not agree that DOC has provided the required
19 materials, services and programs, plaintiffs will notify the court
20 and request that the stay be lifted and the case be made active
21 again. Once such a motion is filed, this agreement becomes null
22 and void, and neither party is bound by it further.

23 4. The Department of Corrections ("DOC" hereinafter) agrees
24 to develop and provide the Spanish language and translation
25 materials, services and programs set forth in Paragraph 6 below.
26 DOC will make these materials, programs and services, as specified

1 in Paragraph 6 of this agreement, available no later than 18
2 months from the date of signing of this agreement, but will make
3 the materials, services and programs required by Paragraphs 6.2,
4 6.6, 6.7, 6.8, 6.11, 6.12, and 6.13 available within 12 months
5 from the date of signing this agreement.

6 5. To allow plaintiffs' counsel to evaluate whether DOC is
7 providing the required materials, services and programs, DOC
8 agrees to provide plaintiffs' counsel with ongoing information,
9 including regular updates and memoranda or reports generated by
10 DOC employees, outside consultants, and outside experts that
11 describe progress in fulfilling the terms of the agreement.
12 Plaintiffs' counsel shall have access on request to all materials
13 translated into Spanish by or at the direction of any DOC employee
14 and copies of all Spanish language materials actually available at
15 any DOC institution. Plaintiff's counsel shall be entitled to
16 have these materials copied at the standard rate charged for
17 copying by the DOC. However, DOC shall not be required to
18 disclose documents that are privileged or deemed non-discloseable
19 by law.

20 In addition, plaintiffs' counsel shall be permitted to
21 interview the DOC employee primarily responsible for the
22 implementation of this agreement ("DOC designee" hereinafter)
23 regarding implementation and any perceived problems with
24 implementation. If plaintiffs' counsel wishes to interview any
25 other DOC employee, plaintiffs' counsel shall submit a request to
26 the DOC designee. All reasonable requests shall be granted. In

1 addition, plaintiffs' counsel and/or a designee fluent in Spanish
2 shall be permitted to enter any DOC facility to review the
3 provision of oral translation services. Entry shall be consistent
4 with the visitation policies of each institution and prior
5 arrangements made with the designated DOC and/or AAG contact
6 person. Defendants' counsel shall be notified of, and may be
7 present at such interviews or reviews.

8 6.0 Except when a shorter time is specified, DOC agrees to
9 implement the following materials, services and programs within
10 eighteen months after the date on which this agreement is signed.
11 DOC will provide these services and materials without charge.
12 However, special exceptions may be made for individual offenders
13 who demonstrate a pattern of abuse of the materials, services
14 and/or programs.

15 A. Translation of Materials

16 6.1. When available without cost from State or Federal
17 sources, DOC will provide in Spanish pamphlets and/or books on
18 subjects to include but not be limited to the following:

- 19 a. Syphilis
- 20 b. Chlamydia
- 21 c. Diabetes
- 22 d. Tuberculosis
- 23 e. Newborn Screening
- 24 f. Hepatitis
- 25 g. Lice
- 26 h. Sexually Transmitted Diseases
- i. Scabies
- j. AIDS
- k. Pregnancy
- l. Gynecological Care
- m. Hypertension

6.2. Within twelve months from the date that this agreement

1 is signed, the following regulations and their successors, as
2 applicable to facility administration and policy, will be
3 available in a court certified Spanish translation form at all
4 facilities:

5 WAC Chapter 137-28 Prisons--Discipline
6 WAC Chapter 137-32 Prisons--Administrative Segregation and
Intensive Management
7 WAC Chapter 137-36 Adult Correctional Institutions--
Inmate Personal Property
8 WAC Chapter 137-48 Inmate Mail and Communications
9 WAC Chapter 137-67 Transfer of Citizens of Foreign Countries
WAC Chapter 137-91 Adult Correctional Institutions--
Medical Care--Health Care
10 WAC Chapter 275-80 Visitation

11 Also, within the same twelve month period, the substance of
12 all forms, policies, and field instructions on the following
13 subjects will be provided in a translated format at all
14 facilities, as applicable to facility administration and policy.

15 Inmate Discipline
16 Classification, custody level
17 Grievance Procedure and related forms
18 Administrative Segregation
19 Offender Legal Access
20 Deportation Proceeding Notification
21 Earned Release Time
22 Privileged Communication for Clergy
23 Religious Freedom
24 Searches of Offenders, Housing Area, Working Area,
and Activity Area
25 Legal Financial Obligations
26 Visits/extended Family Visitation
Searches of Visitors
Medical, Dental and Mental Health Services
Offender Telephone Use
Offender Marriages
Facility Inmate Handbooks
Housing Unit Rules
Fire Evacuation & Safety Rules
Medical Consent Forms
Availability of Facility Programs
Mail, including Indigent Mail forms
Request for Interpreter forms
Commissary/inmate store ordering procedures

1 Transfer of Funds form
2 Transfer Inquiry (Mexico)
3 Disposal of Abandoned Property form/information
4 Postage Transfer Form
5 Registration of Sex Offenders
6 Notice of Detainer
7 Interview slip (kite)
8 Translation Services
9 Use of Prisoners For Experimental Purposes
10 Drug Testing
11 Movement and Identification Requirements
12 Release or Special Sentence Review Criteria
13 Prisoner Personal Property, Clothing, and Laundry

14 "Substance" means (a) verbatim translation of any specific rules
15 of conduct, lists of allowed or prohibited items, or detailed
16 instructions on how to access services, and (b) accurate summaries
17 of more general procedures and services. Where material within
18 WACs, policies, and field instructions are substantively
19 identical, it will not be necessary to duplicate the translation,
20 provided that there will be a notation in Spanish directing the
21 offender to the fully translated text. The above materials will
22 be made available and will be managed consistent with lawful
23 security restrictions and policies that are applied to all persons
24 within the facility.

25 6.3. The following Spanish language legal materials will be
26 made available at all major facility law libraries and satellite
law libraries:

- 27 - Vanson & Frankenthaler, Spanish-English Legal Dictionary
28 (Scott Forsman 1982)
- 29 - Frankenthaler, Skills For Bilingual Legal Personnel
30 (Scott Forsman 1982)
- 31 - Immigration Materials or other legal materials as made
32 available by the U.S. immigration service or other U.S.
33 government agencies at no cost to DOC.

34 The Division of Prisons and local facility libraries will

1 provide Spanish language recreational and reference reading
2 materials as made available through the Washington State Library
3 Commission.

4 B. Translation Services

5 Definitions

6 6.4 "Facility Translators"

7 a) Definition - a DOC staff member who is qualified by DOC
8 to translate between Spanish and English and who has met
9 reasonable testing and qualification criteria established by DOC.

10 b) Each facility will ensure that at least one full time
11 employee is qualified and available to provide the services of a
12 facility translator in addition to their primary responsibilities.
13 Each prison with an operational capacity exceeding 750 offenders
14 will ensure that at least two-full time employees are qualified as
15 facility translators. To the extent that recruitment efforts are
16 unsuccessful, telephone translation services will be provided in
17 lieu of a facility translator. The DOC will continue in its
18 efforts to recruit facility translators until the facility
19 translators required by this agreement have been hired.

20 6.5 "Telephone Translation Service"

21 a) Definition - any translation service provided by one or
22 more telephone companies that is available twenty-four (24) hours
23 a day. The service would consist of a translator employed by the
24 telephone company speaking through a telephone or other oral
25 communication connection to two or more parties, who are at the
26 same or separate locations, and translating between the parties.

1 b) Each facility will be authorized to utilize Telephone
2 Translation Services as set forth in this agreement, provided that
3 such services are available to the facility through telephone
4 company(s).

5 6.6 "Notice of Translation Services" is a form with the
6 following written in both Spanish and English:

7 Mark one or both boxes if you require translation assistance.

8 ☐ 1. Please translate into Spanish this report and any
9 other documents regarding this matter that are available
10 under DOC rules and policies.

11 ☐ 2. I would like the assistance of a DOC Translator at
12 any hearing, meeting or review regarding this matter.

13 Within twelve months from the date that this agreement is signed,
14 this form will be utilized for all formal hearings and reports as
15 listed in paragraph 6.8 of this agreement, unless an existing form
16 fulfilling the purpose of the foregoing form is available and
17 utilized.

18 Medical Services

19 6.7 Within twelve months from the date that this agreement
20 is signed, each facility will provide translation services for
21 Medical, Dental and Mental Health programs, to include medication
22 labels/instructions. This service will be provided upon request,
23 during the hours the program is operational, by means of an on-
24 site translator, contracted medical services or telephone
25 translation services. During medical emergencies and other
26

1 necessary medical encounters with medical providers outside
2 regular medical program hours, translation shall be provided as
3 available and practicable. If a prisoner requests translation
4 services, the facility translator or a telephone translation
5 service will interpret discussion between the medical providers
6 and the prisoner.

7 All facility translators will sign a form acknowledging the
8 confidentiality of all medically related communications between a
9 prisoner and his or her health care provider. Upon the prisoner's
10 request, the facility translator will be allowed to be present if
11 the prisoner is examined in a private room.

12 6.8 Hearings/Meetings Translation Services - Within twelve
13 months from the date that this agreement is signed, each Division
14 of Prisons facility will provide for translation services upon
15 request at disciplinary, classification review, administrative
16 segregation, grievance and other formal hearings/meetings
17 conducted within the facility. Such services will be provided by
18 on-site facility translators or telephone translation services.
19 These services will include interpretation of all hearings officer
20 and appeal decisions. Appeals or grievances shall be considered
21 timely when submitted in Spanish within the applicable time-frame.
22 In addition to the hearings set forth above, the following
23 documents, hearings and meetings are subject to translation on
24 request within the time-frames set forth by policy:
25
26

1 Discipline

- 2 a. Infraction reports;
3 b. Advice given to a prisoner as required by administrative
4 c. The hearing officer's decision after the disciplinary
5 d. Notice of appeal rights;
6 e. Any appeal by the prisoner that is allowed by
7 f. Assistance for writing an appeal to the superintendent
8 must be provided to illiterate inmates, to the extent
 that such assistance is provided to other English-
 speaking inmates in the facility.

9 Classification

- 10 a. The notice of classification review;
11 b. Oral and written reports of the classification decision;
12 c. Any appeal by the prisoner that is allowed by
 classification policies or rules, and any decision on
 the appeal.

13 Administrative Segregation

- 14 a. Written notice of the reason for the prisoner's initial
15 b. Every written recommendation of a hearing officer to the
16 superintendent or written decision of the
17 superintendent's acceptance or rejection of the hearing
18 c. Written notice of all classification meetings for a
19 d. Assistance for writing an appeal to the superintendent
20 of a hearing officer's recommendation after any review
21 or hearing, will be made available to illiterate
22 prisoners, to the extent that such assistance is
23 provided to other English-speaking inmates in the
24 facility.
25 e. Any appeal by the prisoner that is allowed by
26 administrative segregation policies or rules, and any
 decision on the appeal.

23 Grievances

- 24 a. All responses to grievances.
25 b. Any appeal by the prisoner that is allowed by
26 grievance policies or rules, and any decision on the
 appeal.

1 Legal Access

2 6.9 At the request of any non-English speaking Hispanic
3 prisoner, DOC institutions will provide translation of crucial
4 legal documents including but not limited to summonses,
5 complaints, subpoenas, notices of hearings, and other notices of
6 legal events. The indexes to DOC policies and local field
7 instructions that are available to inmates shall be translated
8 into Spanish and be available in the law library of each DOC
9 institution. Upon request of any non-English speaking prisoner,
10 DOC institutions will provide translation of the text of any DOC
11 policy or local field instruction that prisoners are permitted to
12 read in English within a reasonable time, consistent with
13 available resources. If an offender has a legal deadline to meet
14 and DOC has sufficient notice, a "reasonable" time will be in
15 sufficient time to allow the offender to meet the deadline.

16 General Translation Needs

17 6.10 Translation services shall be requested by staff
18 whenever it becomes apparent that, because of a language barrier,
19 adequate communication is not occurring.

20 C. Orientation Programs

21 6.11 Within twelve months from the date that this agreement
22 is signed, each inmate in the DOC population will be notified in
23 Spanish of the Spanish translated materials and services that are
24 available, and the process by which to access those services at
25 their particular institution.

26 6.12 Within twelve months from the date that this agreement

1 is signed, all prisoners who enter the Reception Centers at
2 Washington Corrections Center and the Washington Corrections
3 Center for Women ("WCC-RC" and "WCCW-RC") will be informed in
4 Spanish that they must attend an orientation meeting, and that
5 such orientation is available in Spanish. If the prisoner states
6 that he or she would like the orientation program in Spanish, then
7 such orientation will be provided. DOC must make Spanish
8 orientation available to incoming Spanish speaking prisoners
9 within a reasonable time after their arrival at WCC-RC or WCCW-RC.
10 In addition to providing the same information provided in the
11 English orientation program, the Spanish orientation program will
12 also include the following:

- 13 a. Information on how to request translation and
14 interpretation services for medical care, disciplinary
15 hearings, administrative segregation hearings,
16 grievances, classification reviews and other purposes.
- 17 b. A handbook of Spanish translations of materials. These
18 materials include but are not limited to a copy of the
19 rules in WAC 137-28 and all local disciplinary rules of
20 the institution to which he or she is assigned, pursuant
21 to WAC 137-28-015.
- 22 c. Information on how to enroll in English as a Second
23 Language (ESL) classes at the institution.

24 Where practical and applicable, the DOC will make a Spanish
25 orientation video tape available.

26 6.13 Within twelve months from the date that this agreement
is signed, each facility must provide an orientation program for
Spanish-speaking transferees that will provide them with the
information that is necessary to allow their effective access to
translated materials and services. Each facility will ensure that
Spanish-speaking inmates who do not understand English attend the

1 Spanish versions of their orientation programs. This orientation
2 program may be presented by video.

3 6.14 ESL Classes - Each facility will, within available
4 resources, provide the opportunity for non-English speaking
5 inmates to attend English as a second language courses provided by
6 local Community Colleges or other resources.

7 7. This agreement may be modified at any time by a written
8 and signed document executed by mutual agreement of the parties
9 and/or their attorneys.

10 8. During the 18-month period within which DOC has agreed
11 to implement the materials, services, and programs required by
12 this agreement, all materials/services currently available will
13 remain available and each additional agreed upon material/service
14 will be implemented upon completion.

15 9. After the 18 month implementation period has ended, and
16 if after that period plaintiffs have dismissed their action under
17 paragraph 2 of this agreement, DOC agrees to comply with the terms
18 of this agreement during a 12-month enforcement period. During
19 this 12-month enforcement period, Evergreen Legal Services must
20 attempt to resolve any and all disputes about DOC's continuing
21 compliance with this agreement through the following dispute
22 resolution process. Evergreen Legal Services shall inform counsel
23 for the DOC in writing of any alleged substantial noncompliance.
24 Unless the problem is resolved at that stage, counsel from
25 Evergreen Legal Services and the Corrections Division will meet
26 and confer in good faith to try to resolve any differences. If

1 the dispute cannot be resolved by meeting and conferring, the
2 dispute must be submitted to a mediator to be chosen by mutual
3 agreement of counsel. If the dispute cannot be resolved through
4 non-binding mediation, then Evergreen Legal Services may pursue
5 specific performance in a state superior court as a remedy on
6 behalf of the plaintiffs to remedy any alleged non-compliance with
7 this agreement.

8 Each side will bear their own costs and attorneys' fees in
9 pursuing the mediation process, and the cost or fee of the
10 mediator will be shared equally. Nothing in this agreement
11 precludes the use of any other type of alternative dispute
12 resolution process that the parties agree to employ.

13 10. Beyond the 18-month implementation period and the 12-
14 month enforcement period, none of the foregoing provisions of this
15 agreement are judicially enforceable in any way. No later than 60
16 days before the expiration of the 12-month enforcement period, the
17 parties agree to discuss in good faith the question of
18 continuation of this agreement beyond the 12-month enforcement
19 period. If after such discussions no further agreement is
20 reached, then plaintiffs or their attorneys are not precluded from
21 bringing further actions for prospective injunctive relief based
22 upon allegations that DOC has breached a legal duty, if any, to
23 provide any translation or interpretation services for Spanish-
24 speaking prisoners. Such an action cannot be based upon the terms
25 of this agreement, which will have terminated with the conclusion
26 of the 12-month enforcement period. In any such action, Evergreen

1 Legal Services will not seek attorneys' fees for work performed
2 more than 60 days before the expiration of the 12-month
3 enforcement period.

4 11. This document is not a consent decree, but is an
5 agreement enforceable through the contractual remedies specified
6 herein. None of the provisions contained in this agreement should
7 be construed as creating or extinguishing any state created
8 constitutional interests.

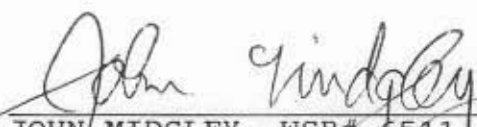
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10 12. The parties shall each bear their own costs and
11 attorneys fees, and plaintiffs and their counsel waive any claim
12 to fees for any work performed up to the time of signing this
13 agreement.

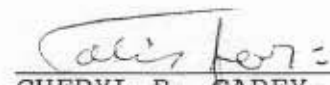
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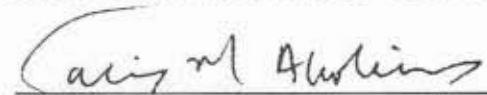
16 Attorney for Plaintiffs

Attorneys for Defendants

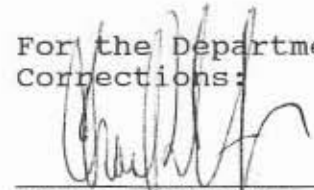
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