

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

**AMERICAN HUMANIST ASSOCIATION
and JASON MICHAEL HOLDEN,**

Case No. 3:14-CV-00565-HZ

Plaintiffs,

v.

**UNITED STATES OF AMERICA;
FEDERAL BUREAU OF PRISONS;
FEDERAL CORRECTIONAL
INSTITUTION, SHERIDAN, OREGON;
BOP WESTERN REGIONAL DIRECTOR
JUAN CASTILLO; FCI SHERIDAN
WARDEN MARION FEATHER; and FCI
SHERIDAN CHAPLAIN RICHARD
KOWALCZYK,**

**ENFORCEABLE
SETTLEMENT AGREEMENT**

Defendants.

This Enforceable Settlement Agreement is entered into between the American Humanist Association and Jason Michael Holden (“Plaintiffs”) and the Federal Bureau of Prisons (“BOP” or “Defendant”) collectively referred to as “the Parties.” The Parties agree to compromise, resolve, and discharge all claims in this action based on the terms and conditions set forth in this Enforceable Settlement Agreement.

The Parties agree to the following terms:

1. The BOP, by way of a decision issued by the Central Office Religious Issues Committee (“RIC”) on June 6, 2014, recognized that Humanism, as described by Plaintiff

Holden in his New or Unfamiliar Religious Components Questionnaire, dated October 5, 2012, is religious in nature. The BOP agrees not to rescind this decision.

2. Plaintiff Holden will be permitted to continue in a Humanist study group for the duration of his sentence, or until there are fewer than two persons interested in such a group at the facility where he is incarcerated, subject to security, safety, and disciplinary regulations and policy. FCI Sheridan will continue to authorize the observance of Darwin Day annually by Humanist inmates, subject to applicable federal regulations and normal security and safety considerations of the institution.

3. The Parties agree that the BOP will consider requests for religious accommodations made by Humanist inmates pursuant to the same regulations and guidelines used to accommodate all other groups that BOP has recognized as religious in nature. The Parties acknowledge that all requests for religious accommodations are subject to, and governed by, federal regulations 28 C.F.R. § 548.10-548.20 and BOP Program Statement 5360.09, Religious Beliefs and Practices (or the successors), including, but not limited to, requests for: time and space for religious activities, pastoral or celebrant visits, community involvement, observance of holy days and access to religious literature and study materials. All religious accommodations are subject to the normal security and safety considerations of the institution.

4. The BOP shall add a section on “Humanism” to the BOP’s Manual on Inmate Beliefs and Practices. BOP shall be allowed a reasonable amount of time, but no later than one-year past the date of this settlement agreement, to accomplish this task. The American Humanist Association may submit a summary on Humanism no later than September 1, 2015, for consideration by BOP to include in the new section of the manual.

5. The BOP shall create a new “Humanist” religious umbrella group in SENTRY.

6. The BOP shall add Humanism to the Religious Services Annual Report.

7. A copy of the Enforceable Settlement Agreement shall be distributed to all BOP Regional Religious Services Departments (with paragraphs 8 and 9 redacted).

8. Defendant agrees to pay Plaintiffs the agreed sum of \$ 98,300 (hereafter “agreed sum”) in attorneys’ fees and costs. Plaintiffs agree that payment by Defendant of the agreed sum will constitute full and final settlement of all claims, attorney fees, expenses, and costs arising from this action. This settlement includes every claim specifically arising from the acts or omissions alleged in the Complaint.

9. Payment of the agreed sum will be made via electronic transfer or by check from the BOP, made payable to the payee information provided by Plaintiffs’ counsel, Monica Miller.

10. After the Enforceable Settlement Agreement has been signed by all Parties, Plaintiffs will take the necessary steps to have the action and all claims against all named Defendants, including Defendants Castillo, Feather and Kowalczyk, dismissed with prejudice.

11. This Enforceable Settlement Agreement is not, and shall not be construed as, an admission of liability, fault, or unlawful conduct by Defendants.

12. The United States District Court of Oregon Magistrate Judge John V. Acosta will retain jurisdiction over the Enforceable Settlement Agreement up until May 1, 2017. In the event Judge Acosta is unavailable, the Parties agree to any alternate District of Oregon magistrate or other judge appointed by the Court to oversee the enforcement of the settlement. The Parties agree to confer regarding any enforceability dispute that arises, prior to requesting formal enforcement of the settlement in an effort to resolve such dispute. Only the Parties shall have standing to enforce the terms of the Settlement Agreement. This Enforceable Settlement Agreement shall not be construed as consenting to this Court’s jurisdiction to review disputes

over specific individualized religious accommodations requested by other Humanist BOP inmates, or over disputes concerning new or additional accommodations requested by Plaintiff Holden.

13. If a dispute arises under this Enforceable Settlement Agreement, the Magistrate Judge shall award attorney's fees and costs to the prevailing party.

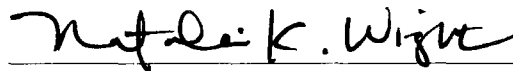
14. There are no other representations or promises made by either party other than those set forth in this Enforceable Settlement Agreement.

15. If this Enforceable Settlement Agreement is executed in counterparts, they shall be deemed to be one document.

STIPULATED TO by:

BILLY J. WILLIAMS
Acting United States Attorney

DATED: 7/13/2015



NATALIE K. WIGHT, Assistant United States Attorney
Attorney for Defendants

DATED: 7/8/2015



TROY A. DORRETT
Federal Bureau of Prisons, Senior Attorney

DATED: _____

MONICA L. MILLER
Attorney for Plaintiffs
American Humanist Association
1777 T. Street, N.W.
Washington, D.C. 20009

DATED: _____

BENJAMIN HAILE, ESQ.
Portland Law Collective
1130 S.W. Morrison Street, Suite 407
Portland, Oregon 97205

DATED: _____

JASON MICHAEL HOLDEN, Plaintiff

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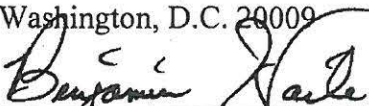
STIPULATED TO by: BILLY J. WILLIAMS
Acting United States Attorney

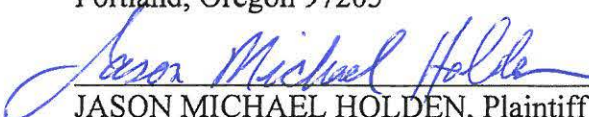
DATED: _____
NATALIE K. WIGHT, Assistant United States Attorney
Attorney for Defendants

DATED: _____
TROY A. DORRETT
Federal Bureau of Prisons, Senior Attorney

DATED: 7-8-15

MONICA L. MILLER
Attorney for Plaintiffs
American Humanist Association
1777 T. Street, N.W.
Washington, D.C. 20009

DATED: 7/8/15

BENJAMIN HAILE, ESQ.
Portland Law Collective
1130 S.W. Morrison Street, Suite 407
Portland, Oregon 97205

DATED: 7/15/15

JASON MICHAEL HOLDEN, Plaintiff