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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 Victor Antonio Parsons, et al.,

10 Plaintiffs,

11 v.

12 Charles L. Ryan, et al.,

13 Defendants.  
14

No. CV-12-0601-PHX-DKD

**ORDER**

15  
16 Defendants have moved to terminate their monitoring of most of the performance  
17 measures covered by the Stipulation. (Doc. 2251) Plaintiffs raise several categories of  
18 objections and also concede that termination is appropriate in some instances. (Doc.  
19 2344, 2819)

20 Defendants' motion to terminate is the first of its kind in this case and raises  
21 several questions about how to interpret the Stipulation's termination provision contained  
22 in paragraph 10(b):

23 The measurement and reporting process for performance measures, as  
24 described in Paragraph 9, will determine (1) whether ADC has complied  
25 with particular performance measures at particular complexes, (2) whether  
26 the health care provisions of this Stipulation may terminate as to particular  
27 performance measures at particular complexes, as set forth in the following  
28 sub-paragraphs.

**b. Termination of the duty to measure and report on a particular performance measure:** ADC's duty to measure and report on a particular performance measure, as described in Paragraph 9, terminates if:

1 i. The particular performance measure that applies to a  
2 specific complex is in compliance, as defined in sub-  
3 paragraph A of this Paragraph, for eighteen months out of a  
4 twenty-four month period; and

5 ii. The particular performance measure has not been out of  
6 compliance, as defined in sub-paragraph A of this Paragraph,  
7 for three or more consecutive months within the past 18-  
8 month period.

9 (Doc. 1185 at 4-5) Several predicate questions remain unanswered by this text and so the  
10 Court must answer these questions before determining which performance measures at  
11 which locations can exit the Stipulation.

12 **Burden of Proof**

13 Defendants argue that paragraph 10(b) of the Stipulation provides for an automatic  
14 exit and that Plaintiffs have the burden of proving that a performance measure/location  
15 should remain covered by the Stipulation. (Docs. 2251, 2407) The Court disagrees; the  
16 relevant text is silent as to the termination’s mechanism and any burden of proof.  
17 Reading the Stipulation as a whole, the Court concludes that Defendants may move to  
18 terminate if they contend they have the qualifying months, but the Court’s oversight  
19 function requires the Court to rule on termination based on all of the information before  
20 the Court at the time of the ruling.

21 The Court notes that this interpretation of the Stipulation is consistent with the  
22 Court’s statutory obligation under the Prison Litigation Reform Act which states that  
23 “prospective relief shall not terminate if the court makes written findings based on the  
24 record that prospective relief remains necessary to correct a current and ongoing  
25 violation.” 18 U.S.C. § 3626(b)(3). To satisfy this requirement, the Court must know the  
26 current conditions of health care and must know that the CGAR data is accurate and  
27 reliable.

28 **Which 24 months**

Paragraph 10(b)(i) requires compliance for 18 months out of a 24 month period.  
By definition, after 25 months of monitoring, there is a choice about which 24 month  
period applies to this sub-paragraph. The Stipulation does not specify which 24 months

1 period applies and so this requirement could cover the first 24 months, the most recent 24  
2 months, or something in between.

3 Paragraph 10(b)(ii) requires a look-back to “the past 18-month period.” Reading  
4 these two sub-paragraphs together, and in conjunction with 18 U.S.C. § 3626(b)(3), the  
5 Court concludes that the proper way to evaluate this requirement is—generally<sup>1</sup>—to look  
6 back 24 months from the month the motion is filed.

### 7 **Final Procedures**

8 Several times, the parties have agreed to modify how the CGAR data is collected  
9 and, when agreement could not be reached, the Court has had to order specific reporting  
10 procedures (“Final Procedure”). Nearly 18 months ago, and consistent with binding  
11 precedent, the Court informed Defendants that they did not have to recalculate CGAR  
12 data but could not rely on CGAR data calculated under discredited methods. (Doc. 1951)  
13 *Pauma Band of Luiseno Mission Indians of Pauma & Yuima Reservation v. California*,  
14 813 F.3d 1155, 1165 (9<sup>th</sup> Cir. 2015) (“Once a court has interpreted an ambiguous contract  
15 provision that is and has always been the correct interpretation from its formation.”) Put  
16 another way, the 24-month period required by Paragraph 10(b) begins from the first  
17 month of data collected under a Final Procedure and so a performance measure is only  
18 eligible for termination under the Stipulation if there are 24 months of accurate and  
19 reliable data as measured by a Final Procedure.

20 Defendant Pratt testified that, with one possible exception, CGARs have not been  
21 recalculated under Court-ordered methodologies. (Doc. 2770 at 192-193) The more  
22 recent implementation of Final Procedures means that none of the performance measures  
23 subject to a remediation plan are eligible to exit the Stipulation and so the Court need not  
24 address the currently-hypothetical relationship between a remediation plan and  
25 termination.

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28 <sup>1</sup> As detailed herein, this lookback period may be longer in a specific instance  
depending on, for example, N/A results or changes in data collection.

1                    **“N/A” and Termination of Inapplicable Performance Measures**

2                    At a status conference with the parties, the Court stated that “common sense  
3 arguments” about N/A results would be accepted. This statement was in the context of  
4 counsel’s discussion about measuring Pap smears at prisons that only house men. (Doc.  
5 1956 at 67-70)

6                    The Court informed the parties that months with “N/A” results would not count  
7 either for or against termination. This means that the lookback period would be extended  
8 to capture 24 months of data. For example, PM 14 at Winslow had five N/A results in  
9 January 2016, May 2016, October 2016, December 2016, and January 2017. (Doc. 2251-  
10 1 at 42) This means that a look back period that begins in June 2017 must extend back  
11 another five months to February 2015.<sup>2</sup>

12                    The Court notes that there are several performance measures where the CGARs  
13 are inexplicably littered with N/A results. Instead of providing an affidavit or another  
14 form of competent and admissible evidence, counsel for Defendants has stated various  
15 hypothetical possibilities to explain away the N/A results. (Doc. 2407 at 10-13, 18:7)  
16 This is insufficient and is an argument that the Court will not entertain. (Doc. 1956 at  
17 70:9-10)

18                    Defendants have not explicitly moved to terminate monitoring of “common sense”  
19 categories but simply informed the Court that they have “no duty” to monitor these  
20 performance measures. *See, generally*, Doc. 2251-1. Defendants’ posture aside, the  
21 Court will terminate monitoring for PM/locations that it understands are inapplicable.<sup>3</sup>

22                    First, the performance measures that apply to infirmaries do not need to be  
23 monitored at prisons without an infirmary. The Court understands that the only  
24 complexes with infirmaries are Florence, Lewis, Perryville, and Tucson. (Doc. 2251-1 at

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26                    <sup>2</sup> This also means that, monitoring methodology aside, PM 14 at Winslow cannot  
27 exit the Stipulation because the 18 month lookback extends to August 2015 and includes  
28 four consecutive months of non-compliance from August 2015 to November 2015.

<sup>3</sup> If Defendants change their operations in a way that impacts this ruling such that,  
for example, women are at other facilities or the location of intake units is changed, the  
Court may proceed accordingly.

1 ¶¶ 225, 231, 235, 243, 251) Accordingly, the Court will terminate monitoring of  
 2 infirmary-related performance measures—PM 63, 64, 65, 68, and 70—at prisons without  
 3 infirmaries, namely Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma.<sup>4</sup>

4 Second, performance measures that apply only to women—PM 57, 58, 60, 61, and  
 5 74—do not need to be monitored at prisons that only house men. However, Defendant  
 6 Pratt avowed that one performance measure involving post-natal care (PM74) applies in  
 7 Perryville and Phoenix. (Doc. 2251-1 at ¶ 261) However, he also avowed that  
 8 performance measures involving pre-natal care (PM 57 and PM 58) and Pap smears (PM  
 9 60) only apply in Perryville. (Doc. 2251-1 at ¶¶ 204, 208, 217) This inconsistency about  
 10 the women prisoners in Phoenix may have a straightforward explanation but Phoenix  
 11 cannot exit these women-only performance measures based on the information currently  
 12 before the Court. Accordingly, the Court will deny without prejudice Defendants’ motion  
 13 to terminate monitoring PM 57, 58, 60, 61, and 74 at Phoenix.

14 Finally, the Court agrees that performance measures that apply to intake  
 15 procedures do not need to be monitored at prisons where no intake occurs. Accordingly,  
 16 the Court will terminate monitoring PM 33, 34, 62, 75, and 76 at Douglas, Florence,  
 17 Lewis, Safford, Winslow, and Yuma.

18 Specific Issues. Plaintiffs argue that Defendants’ motion should be denied for PM  
 19 40 at Tucson. (Doc. 2344 at 41:8) Because Defendants did not move for termination of  
 20 PM 40 at Tucson, this issue is moot. (Doc. 2251 at 6:5-6; Doc. 2251-1 at 18)

21 Defendants argue that they are entitled to terminate PM 42 at Lewis. (Doc. 2251  
 22 at 6:9, Doc. 2407 at 18:16-20) However, Defendant Pratt’s declaration did not include  
 23 any reference to PM 42 at Lewis. (Doc. 2251 at 19:1-14) Thus, separate from any data  
 24 collection or monitoring methodology issues, PM 42 at Lewis is not eligible for  
 25 termination.

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 28 <sup>4</sup> The Court notes that Defendants’ Motion does not address PM 66. *Compare*  
 Doc. 2251 at 7:11-12 *with* Doc. 2251-1 at ¶¶238-39.

1           Plaintiffs' Stipulations. Plaintiffs have agreed to terminate monitoring of PM 7,  
2 38, 56, and 71. (Doc. 2819) The Court will do so.

3                           **The Validity, Reliability, and Accuracy of the CGAR Data**<sup>5</sup>

4           Defendants collect and report the CGAR data that determines whether they are in  
5 compliance with the Stipulation's performance measures. Thus, the CGAR data that is  
6 the foundation for the operation of the Stipulation is entirely within Defendants' control.  
7 For the past several years, Plaintiffs have raised various challenges to the collection and  
8 verification of that data. In response, and as detailed on the record, the Court has  
9 invested a significant amount of time understanding the data collection process and the  
10 implications of Defendants' different data reporting methods. The Court had addressed  
11 various minutiae of this process in an on-going attempt to obtain valid, reliable, and  
12 accurate CGAR data. At this point, the inescapable conclusion is there are profound and  
13 systemic concerns with the monitoring process at every stage of the process.

14           eOMIS. eOMIS is the electronic medical record system that Corizon providers  
15 use to document their care to inmates. ADC's Monitoring Bureau, in turn, relies on  
16 eOMIS records to calculate the CGARs. Therefore, the integrity of eOMIS is crucial.

17           The evidence before the Court is that eOMIS is not an accurate reflection of the  
18 care provided because providers can back-date entries in eOMIS and do not have to  
19 document that a late entry is late. In other words, "the health care staff at Corizon are  
20 able to go into eOMIS and change and manipulate the dates of requests to an earlier  
21 date." (Doc. 2671 at 166; Ex. 190)

22           The Court heard testimony from Cecilia Edwards, a credible witness and a  
23 Corizon employee, that she was instructed to cancel consults because Corizon had not yet  
24 obtained additional information, such as charts from outside providers or testing, or

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26           <sup>5</sup> This Order will only discuss the problems with the CGAR data and will not  
27 detail the related and concerning information presented to the Court such as exhibits  
28 where the date and day did not match (Doc. 2329 at 38, 104-105, 166, 241-242, 277),  
testimony that Corizon does not pay its outside providers (Doc. 2244 at 93-97; Doc. 2876  
at 40-42, 58), and Defendants' apparently incorrect allegations that one of the oncology  
providers had filed for bankruptcy without any prior notification (Doc. 2635).

1 because there was no specialist available to see the patient. (Doc. 2876 at 18-19)  
2 Utilization Management instructed Edwards to cancel and then resubmit the consult  
3 request when the additional information was available. (Doc. 2876 at 18, 113, 126) This  
4 was done to avoid violating the Stipulation's timelines. (Doc 2876 at 128) She  
5 understood that she could wait but also that waiting would create non-compliance: this is  
6 a decision made by providers. (Doc. 2876 at 18) She was instructed to cancel a pending  
7 consult for these reasons an average of five times a month. (Doc. 2876 at 19) For ENT  
8 care, she has not cancelled consults and instead left them in place. (Doc. 2876 at 43-44)

9 Other examples of potential systemic weaknesses exist. Corizon does not provide  
10 all new providers with their own username/password immediately and so providers share.  
11 (Doc. 2670 at 29-31; Ex. 4) This means that an entry in eOMIS may be attributed to the  
12 wrong provider.

13 The Court recently heard from multiple witnesses about changes and limitations in  
14 eOMIS. Approximately four times last year, eOMIS "[went] down" and was sometimes  
15 inoperable all day. When that happens, providers had to "write the full note on a piece of  
16 paper and hang on to it until eOMIS is back up and running and then [providers] have to  
17 spend time inputting that information." (Doc. 2690 at 74-75) When eOMIS is down,  
18 there is no backup for the "extremely important" information in eOMIS such as progress  
19 notes or written orders. (Tr. 6-12-18 at 68) There is no evidence that Corizon has  
20 implemented any kind of eOMIS back-up or that busy providers do, in fact, input the  
21 paper information when eOMIS is working again.

22 Plaintiffs have raised other concerns about eOMIS documentation. For example,  
23 Plaintiffs noted nearly two dozen instances where IPC encounters started at precisely the  
24 start of the hour. (Doc. 2426-1 at 20-21) Also, during recent testimony, the Court heard  
25 that a new drop-down menu was going to be added to eOMIS. (Doc. 2895 at 215) Lisa  
26 McNeal, an ADC employee, testified that she had learned at a meeting that "a non-  
27 formulary button had kind of disappeared within eOMIS." (Doc. 2895 at 184:1) Finally,  
28 the Court learned that Corizon does not want providers to schedule consults 6 months

1 ahead of time but there is no tickler system for reminding providers to schedule consults,  
2 and there is no system to ensure that consults are scheduled even if there is provider  
3 turnover. (Doc. 2895 at 80-84)

4 Simply put, the credible evidence before the Court indicates that eOMIS allows  
5 providers to create dishonest and untraceable entries in an inmate's medical record, that  
6 Corizon has manipulated categories of records to comply with the Stipulation's time  
7 frames, and that Corizon has not ensured the integrity of its electronic medical records  
8 system.

9 Number of Records Reviewed. The Monitoring Bureau picks a seemingly  
10 arbitrary number of records to review for each Performance Measure. Although the  
11 Court understands that using more than 10 records could lead to more accurate  
12 information—the larger the pool reviewed, the more information gleaned—there is no  
13 apparent rhyme or reason to the number of records ADC reviews. These decisions can be  
14 dispositive to a finding of non-compliance.

15 For example: in January 2018's CGAR report, PM 51 at Florence listed 49 of 56  
16 records as compliant. (Doc. 2711 at 112-113) Thus, according to the CGAR report,  
17 there were at least 7 instances of non-compliance. The first list submitted for the Order  
18 to Show Cause hearing ("OSC List") had 5 instances of non-compliance for PM  
19 51/Florence in January 2018 and the amended list had 12 instances where each instance  
20 was a different inmate. (Doc. 2815-2 at 15) Adding the 12 instances of non-compliance  
21 from the final OSC list and the 49 instances of compliance from the CGAR report, it  
22 appears that there was a pool of 61 instances that the Monitoring Bureau could have  
23 included in the CGAR.<sup>6</sup> If all 61 instances had been included, this performance measure  
24 would not have met the Stipulation's threshold of 85%:  $49/61=80\%$ . But because only 56  
25 records were included, the performance measure was documented on the CGAR report as  
26 compliant:  $49/56=88\%$ .

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27  
28 <sup>6</sup> There could be many more than 61 records for PM 51 at Florence in January 2018.



1           Escalation Cases vs CGAR Report. The Court expected that recent testimony  
2 would buttress the integrity of the CGAR reports. The opposite occurred.

3           For example, on Friday, July 28, 2017, Karen Padron, a Program Evaluation  
4 Specialist in the ADC Monitoring Bureau, emailed Dr. Robertson about Inmate 40 at  
5 Phoenix:

6           I am working on PM 50-52 and ran across this consult that was cancelled  
7 by the regional medical director and wondered if you were aware and that  
8 nothing has been pursued since 4/20. . . . Thought you might want to be  
9 aware that this IM appears to not be getting an evaluation he needs in order  
10 to be appropriately treated.

11 (Ex. 85) Ms. Padron's email indicates that Inmate 40's care was not compliant with the  
12 Stipulation and that his records were part of her review for that months' CGAR. On  
13 Monday, July 31, 2017, Ms. Padron entered the June 2017 CGARs for PM 50, PM 51,  
14 and PM 52 in Phoenix. She reviewed 5 records for PM 50, 9 records for PM 51, and 11  
15 records for PM 52. Inmate 40 is not included in the CGARs for PM 50, PM 51, or PM  
16 52. (Doc. 2247 at 264-265) Because of the Stipulation's monitoring requirements of  
17 reviewing at least 10 records, and the fact that Ms. Padron reviewed fewer for PM 50 and  
18 51, the Court concludes that Ms. Padron should have reviewed the entire universe of  
19 possible records for PM 50 and PM 51 in Phoenix for the June 2017 CGARs.<sup>7</sup> (Doc.  
20 1185-1 at 26) Thus, it is inexplicable that Ms. Padron reviewed Inmate 40's records on a  
21 Friday and then did not include him on Monday's report. The system is not working  
22 when an individual Monitor flags someone for not receiving timely care and then doesn't  
23 include that person in the CGAR analysis.

24           A different email indicates different concerns. On Monday, August 7, 2017,  
25 Marlana Bedoya, a Monitor for ASP-Tucson, emailed Dr. Robertson and several others  
26 about Inmate 23:

27           I think I found another Cancer. I came across this chart while auditing and  
28 saw his Cancer diagnosis, went into the latest consult – and found these

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28           <sup>7</sup> Inmate 40 does not appear in the July 2018 CGARs for PM 50, 51, or 52. (Doc. 2333)

1           comments. I just don't understand why they continue to state "need more  
2           info" if he has ongoing cancer. . . .

3           Ms. Bedoya then detailed portions of Inmate 23's July 2017 medical record. As part of  
4           the response emails, Vanessa Headstream told Ms. Bedoya, "When you find oddities or  
5           areas of concern in any i/m [inmate] record, please alert both Dr. Robertson and myself to  
6           them. Each case is added to my tracking and f/u caseload." (Ex. 154)

7           For the July 2017 CGARs, Ms. Bedoya documented Inmate 23 as compliant in  
8           several CGARs, including performance measures for access to care (PM 40, 41, 43, 44)  
9           and specialty care (PM 50, 51, 52). (Doc. 2333 at 332-333, 337-339) In other words, a  
10          conscientiousness individual was so concerned that she escalated his records to a  
11          supervisor but the established system did not catch any concerns with his care. Again,  
12          something is not working when an individual Monitor flags someone for receiving  
13          insufficient care and then still marks that inmate as compliant with the CGARs.

14          This lacuna indicates that the Monitoring Guide was written, or is being used, in a  
15          way that documents compliance even when appropriate care is not being provided to  
16          inmates.

17          Monitoring Guide. The Monitoring Bureau uses a document called the  
18          "Monitoring Guide" to determine whether the eOMIS records are compliant with the  
19          Stipulation. The Court has repeatedly attempted to understand the monitoring process  
20          and specific issues therein. (Doc. 1915 at 3) These investments have had limited returns.  
21          For example, the Court attempted to understand the CGARs for PM 85 and 86 and  
22          Defendants' explanation did not clarify the matter. (Doc. 2587)

23          Defendants' Filings. Other submissions by Defendants are inexplicably  
24          inconsistent. For example, when Defendants first submitted their March 2018 charts, PM  
25          35 at Florence was listed at 82% and, in an amended filing, it was listed at 88%. (Doc.  
26          2801-1 at 61; 2803-1 at 2) Subsequently, Defendants filed their monthly CGAR report  
27          for March 2018 which listed PM 35 at Florence at 86.27%. (Doc. 2836 at 107-108) This  
28          means that this PM/location was modified at least twice—first up to 88% and then down

1 to 86%—with no explanation and no paper trail. This lack of audit integrity causes the  
2 Court to question the audit process overall.

3 Evidentiary Hearing. The Court recently concluded an extensive evidentiary  
4 hearing into allegations that Corizon had instructed a provider on ways to “beat the  
5 monitor.” The evidence presented to the Court was also enough to raise questions about  
6 the integrity of the state’s CGAR system.

7 In one example, Ms. Edwards testified that Defendants—in an apparently  
8 unilateral decision—changed optometry from the “appointments” category to the  
9 “consults” category. (Doc. 2876 at 11-12) By making this change, Defendants moved  
10 optometry care from a shorter timeframe under the Stipulation to a longer one and gave  
11 themselves additional time to provide the same care. (Doc. 2876 at 11-12)

12 As part of this change from appointments to consults, Corizon cancelled all  
13 pending appointments and initiated consult requests. (Doc. 2876 at 12-13) The consult  
14 requests did not accurately capture the previous appointment request date. In other  
15 words, Corizon re-categorized a category of care in a way that allowed them to take  
16 additional time to provide the care and that did not permit an accurate assessment of  
17 whether or not there had been compliance with the relevant performance measure. (Doc.  
18 2867 at 15)

19 Examples like this indicate that Defendants and their contractor are at times more  
20 interested in obtaining compliance with the Stipulation by playing a shell game than by  
21 providing care to the Plaintiff Class.

22 Expert Review. Although the Stipulation is focused on aggregate numbers,  
23 compliance can be a life-or-death matter for inmates. (Doc. 2876 at 59-66) In one  
24 example, in November 2017, Matilde Smith, the Eyman Assistant Facility Health  
25 Administrator, told her supervisor that “[i]n the last month and a half we have sent out 3  
26 Inmates who were on the [chronic care] Backlog at Cook unit to local ER with life  
27 threatening issues which correlate with their chronic conditions, 1 of which expired at  
28 hospital.” (Ex. 213)

1           Because the stakes could not be higher, the Court cannot release Performance  
2 Measures from the Stipulation without confirmation that a compliant CGAR is a valid,  
3 reliable, and accurate indicator that Defendants have provided Class Members the care  
4 required by the Stipulation. Each of the examples above, when taken together,  
5 demonstrates that the Court cannot be confident that the CGARs demonstrate compliance  
6 with the Stipulation. To provide confidence, the Court will retain a Rule 706 expert, paid  
7 for by Defendants, who will review the entire monitoring process. This review shall  
8 include the issues noted above and shall include, but is not limited to, a review of eOMIS,  
9 the Monitoring Guide as written and as applied including the sampling process and the  
10 number of records reviewed, the ADC/Corizon challenge process, and the metadata/trail  
11 of any subsequent modifications. If the expert concludes that any of the CGARs are not,  
12 in fact, valid, reliable, or accurate, the expert shall develop remedial measures that will  
13 permit the collection and submission of valid, reliable, and accurate CGARs.

14           Although the Court has determined that an expert is necessary to evaluate the  
15 efficacy and reliability of the Monitoring Guide and its procedures, the Court also  
16 recognizes that committed and conscientious overseers exist within the system.  
17 Nevertheless, sufficient questions have been raised about the audit system's integrity to  
18 warrant this expert review. As the Court has explained previously, the state and its  
19 contractor have incentives to under report noncompliance. This fact does not mean such  
20 conduct is ineluctable—indeed the many months or reported failures to meet the  
21 Performance Measures suggest otherwise —however the potential bias of not wanting to  
22 report one's errors and the evidence of structural weaknesses in the monitoring program  
23 demand a high level of audit integrity.

24           **IT IS THEREFORE ORDERED** granting in part and denying in part  
25 Defendants Motion to Terminate Monitoring (Doc. 2251). The following performance  
26 measures at the following locations will be terminated for the reasons described above:

- 27           • PM 7 at all 10 facilities;
- 28           • PM 33 at Douglas, Florence, Lewis, Safford, Winslow, and Yuma;

- 1 • PM 34 at Douglas, Florence, Lewis, Safford, Winslow, and Yuma;
- 2 • PM 38 at all 10 facilities;
- 3 • PM 56 at all 10 facilities;
- 4 • PM 57 at Douglas, Eyman, Florence, Lewis, Safford, Tucson, Winslow, and
- 5 Yuma;
- 6 • PM 58 at at Douglas, Eyman, Florence, Lewis, Safford, Tucson, Winslow, and
- 7 Yuma;
- 8 • PM 60 at Douglas, Eyman, Florence, Lewis, Safford, Tucson, Winslow, and
- 9 Yuma;
- 10 • PM 61 at Douglas, Eyman, Florence, Lewis, Safford, Tucson, Winslow, and
- 11 Yuma;
- 12 • PM 62 at Douglas, Florence, Lewis, Safford, Winslow, and Yuma;
- 13 • PM 63 at Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma;
- 14 • PM 64 at Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma;
- 15 • PM 65 at Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma;
- 16 • PM 68 at Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma;
- 17 • PM 70 at Douglas, Eyman, Phoenix, Safford, Winslow, and Yuma;
- 18 • PM 71 at all 10 facilities;
- 19 • PM 74 at Douglas, Eyman, Florence, Lewis, Safford, Tucson, Winslow, and
- 20 Yuma;
- 21 • PM 75 at Douglas, Florence, Lewis, Safford, Winslow, and Yuma; and
- 22 • PM 76 at Douglas, Florence, Lewis, Safford, Winslow, and Yuma.
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**IT IS FURTHER ORDERED** that, within 30 days of the date of this Order, the parties shall each submit the names of two proposed experts who can conduct a review of the monitoring process, along with their CVs and confirmation of their availability. Thereafter, the Court will pursue a selection process that may include interviewing a finalist.

Dated this 22nd day of June, 2018.



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David K. Duncan  
United States Magistrate Judge