

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("the Agreement") is made and entered by and between Ernesto Torres; Desmond Tenghe; Jason Nsinano; American Immigration Lawyers Association; and Immigrant Defenders Law Center (collectively "Plaintiffs") on one hand, and United States Department of Homeland Security; Kristi Noem, Secretary of the Department of Homeland Security; United States Immigration and Customs Enforcement (ICE); Todd M. Lyons, Acting Director, Immigration and Customs Enforcement; Ernesto M. Santacruz, Field Office Director, Los Angeles Field Office of ICE (collectively the "federal Defendants"); and GEO Group, Inc. (collectively "Defendants") on the other.

RECITALS

WHEREAS:

- A. On December 17, 2018, Plaintiffs filed a putative class action against Defendants in the United States District Court for the Central District of California styled *Ernesto Torres et al. v. United States Department of Homeland Security et al.*, Case No. 5:18-CV-02604-JGB (SHKx), alleging, *inter alia*, that the practices and procedures of Defendants had the effect of depriving and/or improperly limiting immigration detainees' access to counsel and/or attorneys' First Amendment right to speak with their clients (the "Lawsuit");
- B. Defendants dispute and deny all allegations raised during the Lawsuit, but agree to settle this Lawsuit to (i) avoid the substantial expense, inconvenience, and distraction of further protracted litigation, including trial and appeal; and (ii) put to rest and terminate all claims which Plaintiffs hold against them;
- C. Plaintiffs and Defendants (collectively the "Parties"), having conducted discussions through counsel at arm's length, desire to enter into a settlement and compromise, and a complete, full, and final release of any and all claims that either Party has asserted or could assert against the other based on the allegations set forth in the complaint; and
- D. The Parties agree that nothing in this Agreement displaces ICE's obligation to comply with the ICE 2011 Performance-Based National Detention Standards (PBNDS 2011), revised 2016, or any other subsequent version or revision of the applicable PBNDS.

NOW THEREFORE, in consideration of and reliance upon the promises and covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

Whenever used in this Agreement, the following terms have the meanings set forth below:

- A. "Accredited Representative" means an individual authorized by the Executive Office of Immigration Review (EOIR) of the United States Department of Justice to represent immigration clients before the Department of Homeland Security and the Immigration Courts and Board of Immigration Appeals of the EOIR pursuant to 8 C.F.R. § 1292.1(a)(4), who has obtained accreditation by the EOIR for this purpose, and whose period of accreditation is current and has not expired.
- B. "Adelanto" means the Adelanto ICE Processing Center located in Adelanto, California, which is comprised of Adelanto West, located at 10250 Rancho Road, Adelanto, CA, 92301, and Adelanto East, located at 10400 Rancho Road, Adelanto, CA, 92301.

- C. "Appointed Employee(s)" means the GEO Group, Inc. employee(s) in Adelanto East and the GEO Group, Inc. employee(s) in Adelanto West assigned to be responsible for the tasks listed in Section II of this Agreement.
- D. "Attorney Appointment Line" means the phone line at Adelanto through which attorneys can make appointments for Confidential Legal Calls and Legal Visits, presently (760) 561-6160.
- E. "Confidential Legal Call" means a Legal Call from a Private-Room Phone.
- F. "Detainee" means a person detained under color of federal immigration law by Defendants at Adelanto West, located at 10250 Rancho Road, Adelanto, CA, 92301, and/or Adelanto East, located at 10400 Rancho Road, Adelanto, CA, 92301.
- G. "Free Call" and "Free Calling" mean calls and calling that takes place at no cost to the caller or the recipient.
- H. "Detainee Phones" means the telephones located in the housing units for Detainee use at Adelanto, including stationary phones in the dayrooms for housing units with dayrooms and the roving phones in the medical and administrative and disciplinary segregation units.
- I. "Detainee Tablets" means any tablets provided by the current detainee telephone service contractor for Detainee use located in the housing units at Adelanto, including medical, administrative, and disciplinary segregation units.
- J. "Legal Access Kite" means any kite where the Detainee has checked the "Legal Access Request" box or any other written request that concerns or discusses attorney access in any way.
- K. "Legal Calls" means calls to or from attorneys, Accredited Representatives, attorneys' staff, interpreters, and third parties to facilitate legal assistance for a Detainee, such as the gathering of evidence, obtaining legal advice, or representation. Such third parties include, but are not limited to: government agencies, courts, employers, businesses, organizations, medical and/or psychiatric evaluators, and friends and family members who may be testifying as witnesses, writing letters of support, and/or assisting the immigrant to find an attorney or obtain evidence.
- L. "Legal Visit" means an in-person visit by a Legal Visitor to Adelanto.
- M. "Legal Visitor" means an attorney or Accredited Representative pursuant to 8 C.F.R. § 1292.1(a)(4), or a law student or legal fellow, interpreter, paralegal, medical evaluator, or expert who has been cleared via the existing process by Defendants to visit Adelanto in a professional capacity and/or pursuant to work being performed in conjunction with an actual or potential legal representation.
- N. "Positive Acceptance" means the requirement that the recipient of a phone call must take an affirmative step (e.g., pressing a particular key) for the call to connect.

- O. "Private-Room Phones" means the telephones located in the enclosed spaces where Defendants will provide Detainees with free, direct calls that are not recorded or monitored by anyone, such as the attorney-client visit rooms, the asylum interview rooms, and the consular interview rooms at Adelanto.
- P. "Plaintiffs' Counsel" means the American Civil Liberties Union (ACLU) Foundation of Southern California, the Stanford Law School Immigrants' Rights Clinic, and Sidley Austin LLP.
- Q. "Settled Claims" means the claims in the Plaintiffs' First Amended Complaint, ECF No. 62.

II. LEGAL ACCESS KITES

- A. *Legal Access Kites:* Defendants will add a checkbox to Adelanto's existing kite form for a "Legal Access Request." An Appointed Employee will collect and review copies of all kites where the Detainee has checked the "Legal Access Request" box. Even where the Detainee failed to check the "Legal Access Request Box," to the extent the Appointed Employee can reasonably discern that the Detainee is seeking to make a Legal Access request, the Appointed Employee will make best efforts to ensure the request is responded to.
 - I. Upon receipt of a Legal Access Kite, an Appointed Employee will confirm that the kite was correctly and timely responded to, including whether, if the kite was denied, the denial was appropriate.
 - II. If the Appointed Employee determines that a Legal Access Kite was denied in error, they will elevate the matter to another GEO employee to resolve the request within one week.
 - III. Defendants will retain a copy of all Legal Access Kites and provide copies to Plaintiffs' Counsel as described in Part VIII(G), below.

III. TELEPHONE ACCESS

- A. *Confidential Legal Calls:* Defendants will permit attorneys, Accredited Representatives, and their staff to schedule Confidential Legal Calls from the Private-Room Phones. Such calls will be Free Calls, not to be monitored or recorded, and not to be subject to Positive Acceptance.
 - I. Attorneys and Accredited Representatives (or paralegals and other administrative staff acting on their behalf, as denoted in Part I(K)), may schedule Confidential Legal Calls by calling the Attorney Appointment Line at least one (1) business day prior to the requested appointment, and specifying the amount of time needed for the appointment and the Detainee to be spoken with. If capacity permits, Defendants will facilitate same-day scheduling of confidential legal calls.
 - II. Defendants will schedule Confidential Legal Calls to take place between 8:00 a.m. and 4:00 p.m. Pacific Time unless the attorney or representative requests a

time outside those hours. Calls may be scheduled up to fourteen (14) calendar days in advance.

- III. Defendants will staff the Attorney Appointment Line between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. The Attorney Appointment Line will be connected to a voicemail box. Attorneys may leave voice messages requesting appointments. Defendants will return voice messages the following business day.
- IV. Detainees may request to place a Confidential Legal Call via a Legal Access Kite submitted at least 24 hours in advance of the requested appointment. Defendants will schedule Confidential Legal Calls between 8:00 a.m. and 4:00 p.m. Pacific Time unless the Detainee requests a time outside those hours. Confidential Legal Calls may be scheduled up to fourteen (14) calendar days in advance.
- V. Confidential Legal Calls that either person on the call designates as an initial intake or consultation will ordinarily be scheduled for three (3) hours, unless the person requesting the call prefers a shorter window. All other Confidential Legal Calls are to be scheduled for 60 minutes, unless the party requesting the call prefers a different length. If the length is greater than 60 minutes, any additional time will be scheduled in 30-minute increments. Such extensions will be discretionary subject to demand. Defendants will keep a record of any denial of any call or extension request in accordance with Part VIII(B), below. For purposes of this Section III(A)(V), the phrase "denial of any call or extension request" shall mean any instance where a Detainee who has requested a call or an extension in full compliance with the provisions noted herein is advised unreasonably that they may not make or extend the call.

B. *Housing Unit Calls:* Defendants will permit Detainees to make phone calls from the housing units on the following terms:

- I. Defendants will request that the current detainee telephone service provider maintain, at a minimum, the number of Detainee Tablets in operation on October 1, 2020, namely: 225. Defendants commit to requesting repairs be made as quickly as possible when a Detainee Phone is not operational. Defendants will not guarantee the quantity of Detainee Tablets to be maintained at Adelanto. Plaintiffs understand and acknowledge that the Detainee Tablets are operated by a third party vendor, and that Defendants are unable to control the third party vendor's tablet supply, nor are Defendants able to control the timeline by which repairs are made by the third party vendor.
- II. Defendants will permit Detainees to make Legal Calls from the Detainee Phones that are unmonitored, unrecorded, and not subject to Positive Acceptance. Plaintiffs understand and acknowledge that there is no expectation of privacy in the common areas of the facility.
- III. Attorneys and Accredited Representatives may request that their telephone number be designated for unmonitored, unrecorded calls not subject to Positive

Acceptance by calling the Attorney Appointment Line. Defendants must approve or disapprove the request within five (5) business days. Plaintiffs understand and acknowledge that there is no expectation of privacy in the common areas of the facility.

- IV. Detainees must request that an attorney or Accredited Representative's number be designated for unmonitored, unrecorded calls not subject to Positive Acceptance by submitting a Legal Access Kite. Plaintiffs understand and acknowledge that there is no expectation of privacy in the common areas of the facility.
- V. Defendants will permit Detainees to use the tablets available in the housing units in audio-only mode and with headphones anywhere in the housing units during any time other than count, unless restrictions are required to promote equitable access to the tablets or to accommodate the tablets' lengthy charging period. Plaintiffs understand and acknowledge that there is no expectation of privacy in the common areas of the facility.
- VI. Defendants will permit Detainees who meet Defendant ICE's indigency requirement (defined as a person who has less than \$15 in their commissary and telephone accounts combined for ten (10) consecutive days) to make Free Calls, to the extent possible and subject to staff availability. Defendants will consider on a case-by-case basis requests by Detainees who do not meet Defendant ICE's indigency requirement, but who state that they cannot afford phone credit, to make Free Calls made to attorneys and/or Accredited Representatives in service of any immigration case or proceeding. Detainees may request such calls using a Legal Access Kite.

IV. LEGAL VISITS

- A. Defendants will continue to permit Legal Visitors to schedule appointments to visit their clients in person at any time by calling the Attorney Appointment Line, which will operate under the same procedures as in Part III(A), above.
- B. To the extent reasonable, Defendants' employees staffing the Attorney Appointment Line will advise prospective Legal Visitors if they are attempting to schedule a Legal Visit during any window of time that is likely to see substantial delays, as well as an estimate of when the delay or disruption might clear where available.
- C. To the extent reasonable, Legal Visitors who have scheduled appointments will be required to wait no longer than half an hour between checking in at Adelanto and meeting their first client. To the extent possible, Legal Visitors who have not scheduled appointments will be required to wait no longer than one (1) hour between arriving at Adelanto and meeting their first client. If wait times exceed these parameters, Adelanto staff will log the delay according to Part VIII(C), below, and notify the appropriate supervisor.
- D. Plaintiffs will maintain an online or other system sufficient for Legal Visitors to report delays to Plaintiffs. If Plaintiffs identify a pattern or practice of delays as reported by Legal Visitors via the system, Plaintiffs will be permitted to request the production of all Legal

Visitor logs maintained by the Defendants as described in Part VIII(C) of this Agreement since Defendants' latest quarterly production of Legal Visitor logs. Defendants will produce such Legal Visitor logs within fourteen (14) days of Plaintiffs' request. Upon review of the Legal Visitor logs produced by Defendants, if wait times exceed the parameters in Part IV(C) of this Agreement for more than fifteen percent (15%) of Legal Visitors in any thirty-day period, Plaintiffs shall inform Defendants, and Defendants shall thereafter inform Plaintiffs of one or more corrective actions they have taken or will take to remedy the delays unless Defendants can present a reasonable explanation for extended wait times.

V. MAIL DELIVERY

- A. Upon entry, each Detainee at Adelanto will receive and initial a copy of document marked as Exhibit A to this Agreement. This document gives them notice that Detainees have the right to have legal mail opened only in their presence unless ICE or GEO suspect the mail has been contaminated or contains obvious contraband. The document also advises Detainees that if they believe this rule has not been followed, they may submit a grievance. A copy of this document bearing the Detainee's signature will be maintained in their Detention File.
- B. Defendants will only open legal mail in the presence of the Detainee-recipient unless ICE or GEO suspect the mail has been contaminated or contains obvious contraband.
- C. Defendants will maintain a drop box on the outside of Adelanto for as long as personal protective equipment requirements are in place at Adelanto.

VI. TELEPHONE MESSAGES

- A. Defendants will convey messages from attorneys, Accredited Representatives, and other individuals contemplated in Part I(K) of this Agreement left with Adelanto lobby staff to Detainees at least twice per eight-hour shift. Defendants will maintain a record-keeping system (such as a carbon-copy book) noting the time, date, contents, sender, and recipient of the message. Defendants will bring both the delivery copy and the retention copy of the message to the Detainee, who will be asked to initial the retention copy and write on it the time and date received the message. Defendants will retain and produce these retention copies in accordance with Part VIII(H), below. Plaintiffs understand and acknowledge that in requiring Defendants to deliver messages from attorneys to the Detainees, that there is a potential in which the attorney/client privilege may be waived. Defendants bear no responsibility or liability in case of such waiver, and Plaintiffs release any and all claims they may have against Defendants in case of such waiver.

VII. DEPORTATION OFFICER CONTACT INFORMATION

- A. The federal Defendants will retain the anonymized email system implemented in response to the Court's Temporary Restraining Order, ECF No. 144, and Preliminary Injunction, ECF No. 153, as described in the Declaration of Gabriel Valdez, ECF No. 146-1 at 6:2-7.
- B. The federal Defendants will make available the phone numbers that directly dial Deportation Officers' desk phones to attorneys, Accredited Representatives, and their staff who represent Adelanto Detainees in legal proceedings. These phone numbers will be

provided no later than five (5) business days after a request is made. If the Deportation Officer for a Detainee changes, Defendants must provide relevant attorneys and Accredited Representatives with the phone number of the new Deportation Officer within five (5) business days of the change. Deportation Officer phone numbers are not to be disclosed to any third parties and shall be used only in connection with legal representation.

- C. The federal Defendants will instruct Deportation Officers to forward calls from their desk phones to their employer-provided mobile phones if they plan to be away from their desks for more than one hour, excluding times when the Deportation Officers are on break or off duty.

VIII. RECORD KEEPING AND MONITORING IMPLEMENTATION OF THIS AGREEMENT

- A. Defendants will retain all records described in this section for the length of this Agreement.
- B. *Requests for Confidential Legal Calls:* Defendants will maintain a record-keeping system for tracking requests for Confidential Legal Calls made by Detainees via the proper channels: i.e., Kites (including but not limited to Legal Access Kites). At a minimum, this system will record the name and alien number (A number) of the Current Detainee, the date and time of the request, and whether the request was granted or denied.
- C. *Legal Visits:* Defendants will maintain a record-keeping system to track Legal Visits. At a minimum, this system will record the name and A number of the Detainee, the name of the Legal Visitor(s), the date and time that Legal Visitors check in to meet with Detainees, whether the Legal Visitor has a scheduled appointment, the number of Detainees the Legal Visitor intends to meet with, the role of the Legal Visitor (i.e., attorney, Accredited Representative, medical evaluator, paralegal, interpreter, etc.), and the time that the Legal Visitor meets with their client. This system will also record any delays exceeding half an hour from check-in to client meeting for attorneys with appointments and exceeding one (1) hour from check-in to client meeting for attorneys without appointments, as well as whether the delay falls into one of the following categories: 1) lack of space, 2) lack of staff to transport Detainees to their visit, 3) shift change, 4) count, 5) mealtime, and/or 6) Detainee delayed/declined/refused visit. Defendants may modify existing logbooks and log procedures to capture this information.
- D. *Telephone and Tablet Operability:* Defendant GEO will maintain a record-keeping system to track problems with telephone and tablet operability encountered during its daily spot checks of the Housing Unit Phones. Defendant ICE, through its contract with its detainee telephone service provider, will maintain a record-keeping system of telephone and tablet service. At a minimum, these combined record-keeping systems will capture the location of the phone or tablet, the date the issue was discovered, the date the service request was made, the name of the service provider, and the date and time the service occurred. Defendants will retain these records, as well as any other general phone inspection records prepared in the ordinary course of business, and produce them to Plaintiffs' Counsel as described in Part VIII(I), below.
- E. *Training and Supervision:* Defendants will train their employees on the terms of this Agreement, including the following:

- I. Defendants will train any and all ICE and GEO employees who interact with either Detainees or Legal Visitors to Adelanto on the terms of this Agreement, including any employees hired subsequent to its execution. At a minimum, such employees should be able to carry out the terms of this Agreement and answer routine questions about procedures for legal access at Adelanto. Employees may also refer questions to their managers. Defendants will produce to Plaintiffs a copy of any non-privileged training materials (such as a revised employee handbook), including a recording of the training if the training is recorded, as soon as it is developed.
 - II. Defendants will train every GEO employee whose duties include scheduling and facilitating legal calls on the record-keeping system described in Part VIII(B)-(E).
- F. *Notice:* The Parties will distribute notice of this Agreement, at a minimum, in the following ways:
- I. Via a written document posted in English on the Adelanto website <https://www.ice.gov/detention-facility/adelanto-ice-processing-center>, under the "Legal and Case Information" tab, attached as Exhibit B.
 - II. Via a written document posted in English in the East and West lobbies of Adelanto, attached as Exhibit C.
 - III. Via a written document, available in English and Spanish, posted as near as possible to the Detainee Unit telephones in each housing unit, as well as by the Private-Room Phones, attached as Exhibit D.
- G. *Production of Documents to Plaintiffs:*
- I. ICE will produce telephone service records from their detainee telephone service provider, set forth in Part VIII.D above, once per calendar year for the duration of this Agreement.
 - II. Defendants shall produce the log described in Part VIII.C (tracking Legal Visits) to Plaintiffs' Counsel on a quarterly basis.
 - III. Defendants will produce the records described in Part II(A) (regarding Legal Access Kites), Part VI(A) (regarding telephone messages), and Part VIII (B)-(E) (regarding Confidential Legal Calls and Legal Visits) to Plaintiffs' Counsel on a quarterly basis.
- H. *Interviews with Detainees and Facility Visits:* To the extent permitted by applicable court orders, Plaintiffs' Counsel, up to a maximum of six (6) individuals, will be permitted to tour the facility with facility escorts once per year during the monitoring period. Plaintiffs' Counsel shall notify Defendants of their intent to visit the facility at least 30 days prior to the intended date of the tour, and Plaintiffs' counsel will work with Defendants to set a mutually agreeable date and time for the tour. The tour will last four (4) consecutive hours during a one-day period, during which Plaintiffs' counsel may speak with detainees, subject to the facility's policies and procedures. Interested detainees may either sign-up in advance

to speak with Plaintiffs' counsel, or they may sign-up during the tour to speak with Plaintiffs' counsel for a private interview. Plaintiffs' Counsel are precluded from recording while on the tours and during interviews, including but not limited to taking photographs, recording videos, and recording audio. Plaintiffs' Counsel will be required to adhere to all policies and procedures regarding visitation in the facility, including those concerning electronic devices. Defendants retain the right to deny entry to or terminate the entry of any individual who does not adhere to policies and procedures regarding visitation and electronic devices.

- I. *Ongoing Jurisdiction*: The Court will retain jurisdiction to supervise implementation of the Agreement. If Plaintiffs' Counsel believes in good faith that Defendants are in non-compliance with the terms of this Agreement, absent exigent circumstances, Plaintiffs shall endeavor to notify Defendants' designated representative in writing within ten (10) days and provide a good faith basis for the allegation of breach. Within ten (10) business days of such a notification, the parties are to meet and confer telephonically or in-person about the alleged noncompliance. The parties may refer any unresolved dispute to the assigned magistrate judge for mediation. If the assigned magistrate judge is no longer available or does not consent to serve as mediator, the parties may refer the unresolved dispute to another magistrate judge in the Central District of California for mediation, if the parties mutually agree on the mediator and such mediator consents. If the dispute has not been resolved through mediation within 21 business days, then Plaintiffs' Counsel may mutually agree to continue mediation or seek to enforce the Agreement through a motion in district court. Additionally, if the parties cannot agree on a mediator or if no mutually-agreed-on mediator consents, Plaintiffs' Counsel may seek to enforce the Agreement through a motion in district court.
- J. *Length of Monitoring Period*: The monitoring period will last for 24 months following execution of this Agreement.

IX. NO ADMISSION OF WRONGDOING

- A. This Agreement, whether or not executed, and any proceedings taken pursuant to it:
 - I. Shall not be offered or received against Defendants as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action, or of any liability, negligence, fault, or wrongdoing of Defendants; or any admission by Defendants of any violations of, or failure to comply with, the Constitution, laws, or regulations; and
 - II. Shall not be offered or received against Defendants as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Agreement, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the

provisions of this Agreement; provided, however, that Defendants may refer to it and rely upon it to effectuate the liability protection granted them hereunder.

X. ADDITIONAL PROVISIONS

- A. This Agreement, and the obligations incurred herein, shall be in full and final disposition of the Action with prejudice, including any and all Settled Claims against Defendants. Upon execution, Plaintiffs shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendants of and from any and all Settled Claims.
- B. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.
- C. This Agreement may not be modified or amended, nor may any of its provisions be waived except by writing signed by all parties hereto or their successors-in-interest.
- D. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- E. This Agreement and its exhibits constitute the entire agreement among the parties hereto concerning the settlement of the Lawsuit. No representations, warranties, or inducements have been made by any Party hereto other than those contained and memorialized in such documents.
- F. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the parties to this Agreement shall exchange among themselves original signed counterparts.
- G. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.
- H. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized by the parties that this Agreement is the result of negotiations between the parties and that all parties have contributed substantially and materially to the preparation of this Agreement.
- I. All counsel and any other person executing this Agreement and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken under the Agreement to effectuate its terms.
- J. Upon execution of this Agreement, Plaintiffs shall file a stipulation to dismiss with prejudice the underlying action and dissolve the existing preliminary injunction.
- K. Following resolution of this matter, Plaintiffs will seek reasonable fees and expenses incurred by their counsel, in accordance with the Equal Access to Justice Act, 28 U.S.C. § 2412(d). Defendants reserve their right to raise any available defenses, including but not

limited to, defenses related to substantial justification and to the reasonableness of Plaintiffs' counsel's request for fees and costs.

- L. This Agreement shall expire and the entirety of the obligations set forth within its terms shall become null and void two (2) years from the date the Agreement is executed, which will be the date the last party signs the Agreement. A Stipulation to Dismiss With Prejudice shall be filed within five (5) days of the date the last party signs the Agreement.

The foregoing has been read and agreed to:

Dated: 8/1/2025

BILAL A. ESSAYLI
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, Complex and Defensive Litigation Section

By: 
AARON KOLLITZ

Attorneys for Defendants United States
Department of Homeland Security; Alejandro
Mayorkas, Secretary of Homeland Security;
United States Immigration and Customs
Enforcement; Patrick J. Lechleitner, Deputy
Director and Senior Official Performing the
Duties of Director, Immigration and Customs
Enforcement; Ernesto M. Santacruz, Acting Field
Office Director, Los Angeles Field Office of ICE

Dated:

By: _____
On behalf of GEO Group, Inc.

Dated:

By: _____
Plaintiff Ernesto Torres

limited to, defenses related to substantial justification and to the reasonableness of Plaintiffs' counsel's request for fees and costs.

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The foregoing has been read and agreed to:

Dated:

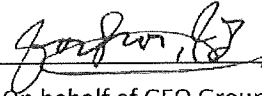
BILAL A. ESSAYLI
United States Attorney
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
JOANNE S. OSINOFF
Assistant United States Attorney
Chief, Complex and Defensive Litigation Section

By: _____

AARON KOLLITZ

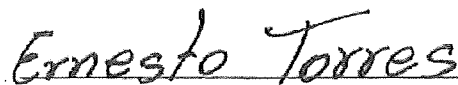
Attorneys for Defendants United States
Department of Homeland Security; Alejandro
Mayorkas, Secretary of Homeland Security;
United States Immigration and Customs
Enforcement; Patrick J. Lechleitner, Deputy
Director and Senior Official Performing the
Duties of Director, Immigration and Customs
Enforcement; Ernesto M. Santacruz, Acting Field
Office Director, Los Angeles Field Office of ICE

Dated: 6-23-25

By:  _____

On behalf of GEO Group, Inc.

Dated: 6.14.2025

By:  _____

Plaintiff Ernesto Torres

Dated: 6.16.2025

By: 
Plaintiff Desmond Tenghe

Dated: 6.13.2025

By: 
Plaintiff Jason Nsinano

Dated: 6.11.2025

By: 
On behalf of Plaintiff American Immigration
Lawyers Association

Dated: 6.16.2025


By: 
On behalf of Plaintiff Immigrant Defenders
Law Center

Exhibit A

KNOW YOUR NEW RIGHTS: LEGAL MAIL

MAIL FROM YOUR LAWYER OR ABOUT YOUR CASE CAN ONLY BE OPENED IN YOUR PRESENCE.

A settlement agreement in the case *Torres v. DHS* clarified that you have the following rights:

- Adelanto cannot open mail from your lawyer or about your case unless they do so in front of you.
- Legal mail includes any paperwork related to your case no matter who sends it.
- Tell people to write “LEGAL MAIL” on the outside of the envelope before sending.
- You may submit a KITE if someone, including Adelanto staff, opens your mail not in your presence.
- During the COVID pandemic, your lawyer or family can leave you legal mail in a drop box outside Adelanto.
- Adelanto must bring you your mail from the drop box.



Any problems? Call (909) 291-4735, tell your attorney, submit a KITE, or talk to LOP.

Exhibit B

Pursuant to the settlement agreement in *Torres v. DHS*, attorneys, accredited representatives, and individuals working under the direction of an attorney or accredited representative (including paralegals, law students, and interpreters) have the right to:

1. **Schedule confidential legal calls with individuals at Adelanto.** Legal representatives may schedule confidential calls with detainees at Adelanto by calling **(760) 561-6160** on Monday through Friday between 8:00 a.m. and 4:00 p.m. A G-28 or other representation agreement is not required to schedule a call with a detainee. These calls will take place in a private room on a phone line that is not subject to recording or monitoring. These calls are free for the detainee.
2. **Designate your phone number to receive unmonitored and unrecorded calls and voicemails from the housing-unit phones at Adelanto.** Legal representatives may designate their numbers to receive unmonitored and unrecorded calls from inside Adelanto by calling **(760) 561-6160**. The facility has 5 business days to approve or deny the request. A G-28 or other formal representation agreement with a detainee is not required for a representative to receive unmonitored or unrecorded calls from individuals at Adelanto.
3. **Leave a message for a detainee at Adelanto** with a request that they call back. These messages should be delivered to detainees within 7 hours.
4. **Schedule confidential in-person meetings with detainees and meet promptly upon arrival at Adelanto.** Legal representatives can schedule in-person meetings by calling **(760) 561-6160** at least 24 hours before the proposed meeting time. Paralegals, law students, legal fellows, interpreters, medical evaluators, and other experts who have been cleared to visit the facility may also schedule in-person meetings with detainees by calling the number listed above. To the extent possible, legal visits will start no more than 30 minutes after the scheduled meeting time. To the extent possible, *unscheduled* legal visits will start no more than one hour after the visitor arrives at Adelanto.
5. **Contact a client's Deportation Officer (DO) by phone or email.** Legal representatives can contact a client's DO by emailing #APCERO000-500@ice.dhs.gov or #APCERO501-999@ice.dhs.gov, depending on the last 3 digits of the client's A-number. Legal representatives may request a DO's phone number by calling **(760) 561-6160**. Adelanto must respond to the request within 5 days.

If you feel that your rights under this settlement have been violated, please contact the ACLU of Southern California at (909) 291-4735. Due to limits on our capacity, we may be unable to respond to each call, but we do appreciate learning about ongoing challenges that you or your clients face. A complete copy of the settlement agreement can be found here: <https://www.aclusocal.org/en/cases/torres-v-dhs>.

Exhibit C

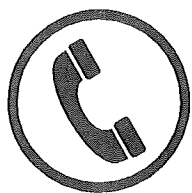
Notice of Settlement in *Torres v. DHS*, case no 5:18-c-2604-JGB-SHK
In the United States District Court, Central District of California.
Regarding Legal Communication

Pursuant to the settlement agreement in *Torres v. DHS*, attorneys, accredited representatives, and individuals working under the direction of an attorney or accredited representative (including paralegals, law students, and interpreters) have the right to:

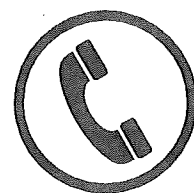
1. **Schedule confidential legal calls with individuals at Adelanto.** Legal representatives may schedule confidential calls with detainees at Adelanto by calling **(760) 561-6160** on Monday through Friday between 8:00 a.m. and 4:00 p.m. A G-28 or other representation agreement is not required to schedule a call with a detainee. These calls will take place in a private room on a phone line that is not subject to recording or monitoring. These calls are free to the detainee.
2. **Designate your phone number to receive unmonitored and unrecorded calls and voicemails from the housing-unit phones at Adelanto.** Legal representatives may designate their numbers to receive unmonitored and unrecorded calls from inside Adelanto by calling **(760) 561-6160**. The facility has 5 business days to approve or deny the request. A G-28 or other formal representation agreement with a detainee is not required for a representative to receive unmonitored or unrecorded calls from individuals at Adelanto.
3. **Leave a message for a detainee at Adelanto** with a request that they call back. These messages should be delivered to detainees within 7 hours.
4. **Schedule confidential in-person meetings with detainees and meet promptly upon arrival at Adelanto.** Legal representatives can schedule in-person meetings by calling **(760) 561-6160** at least 24 hours before the proposed meeting time. Paralegals, law students, legal fellows, interpreters, medical evaluators, and other experts who have been cleared to visit the facility may also schedule in-person meetings with detainees by calling the number listed above. To the extent possible, legal visits will start no more than 30 minutes after the scheduled meeting time. To the extent possible, *unscheduled* legal visits will start no more than one hour after the visitor arrives at Adelanto.
5. **Contact a client's Deportation Officer (DO) by phone or email.** Legal representatives can contact a client's DO by emailing #APCERO000-500@ice.dhs.gov or #APCERO501-999@ice.dhs.gov, depending on the last 3 digits of the client's A-number. Legal representatives may request a DO's phone number by calling **(760) 561-6160**. Adelanto must respond to the request within 5 days.

If you feel that your rights under this settlement have been violated, please contact the ACLU of Southern California at (909) 291-4735. Due to limits on our capacity, we may be unable to respond to each call, but we do appreciate learning about ongoing challenges that you or your clients face.

Exhibit D



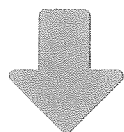
KNOW YOUR RIGHTS BEFORE YOU CALL A LAWYER



Because of *Torres v. DHS*, you now have the right to make two types of legal calls:

Free Confidential Legal Calls

- You have the right to make a private call from a small room with a door.
- ICE cannot monitor or record these calls.
- You have the right to speak with your lawyer for at least 30 minutes, without interruptions, between 8am-8pm.
- Unless other people need to speak with their lawyers, you can speak with your lawyer for more than 30 minutes.
- These calls are free and unlimited.



How to Schedule a Free Confidential Legal Call:

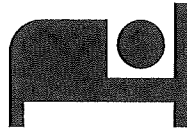
- Submit a KITE at least 24 hours in advance, as needed.
OR
- Ask your lawyer to schedule the call at least 24 hours in advance.

**No lawyer yet?
No problem.**



You have the right to make a call to work on your case, including calls to find a lawyer.

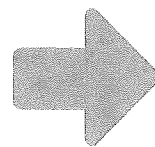
Housing Unit Legal Calls

- You should always ask for a free call to work on your case. 
 - Calls are always free if you had less than \$15 in your commissary account for 10 days in a row.
- For segregated housing (SHU): you have the right to use the phones on wheels.
- ICE usually listens to Housing Unit calls, but you should tell them not to listen to legal calls.
 - Tell ICE not to listen: submit a KITE with the phone number you're calling to work on your case.
 - Or ask your lawyer to tell ICE not to listen to your calls.

If you have any problems with these rights, call [insert number, who, if free].

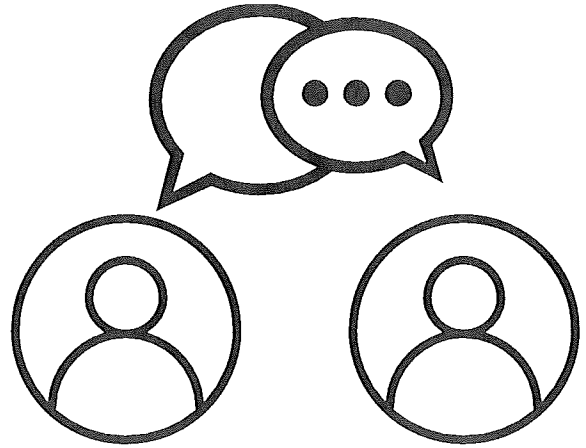
Note: this is not a phone number to find a lawyer or receive legal advice.

SEE 2ND PAGE



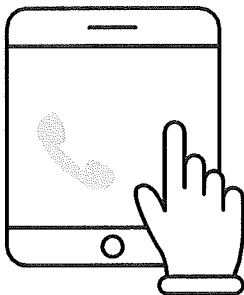
**Your lawyer can leave
you a message by
calling Adelanto.**

- Adelanto must give you the name and phone number of the lawyer.



**You can use tablets to
make calls, but ICE can
listen.**

- You have the right to use tablets at any time except count.

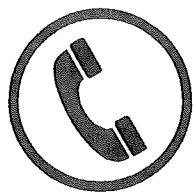


**You also have the right
to meet your lawyer in
person.**

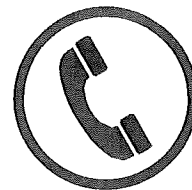
- Your lawyer—and other people working on your case—can visit.
- Visits can be planned in advance.
- This visit is private and will take place in a room with a door.
- When your lawyer schedules a visit, Adelanto should tell your lawyer when count and mealtime are.

If you have any problems with these rights, call [insert number, who, if free].

Note: this is not a phone number to find a lawyer or receive legal advice.



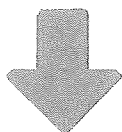
CONOZCA SUS DERECHOS ANTES DE LLAMAR A UN ABOGADO



Debido a *Torres v. DHS*, ahora tiene el derecho a realizar dos tipos de llamadas legales:

Llamadas Legales Confidenciales

- ♦ Tiene derecho de hacer una llamada privada desde una pequeña habitación con puerta.
- ♦ ICE no puede monitorear ni grabar estas llamadas.
- ♦ Tiene derecho a hablar con su abogado durante al menos 30 minutos, sin interrupciones, entre las 8am y las 8pm.
- ♦ A menos que otras personas necesiten hablar con sus abogados, usted puede hablar con su abogado durante más de 30 minutos.
- ♦ Estas llamadas son gratuitas e ilimitadas.



Como Programar una Llamada Legal Confidencial y Gratuita:

Envíe una KITE con al menos 24 horas de anticipación según sea necesario.

o

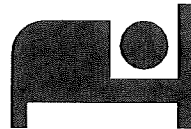
Pídale a su abogado que programe una llamada con al menos 24 horas de anticipación.

**No tiene abogado?
Ningún problema.**



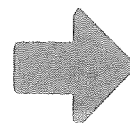
Tiene derecho a hacer una llamada para trabajar en su caso, incluidas llamadas para buscar un abogado.

Llamadas Legales de Unidad de Vivienda

- ♦ Siempre debe solicitar una llamada gratuita para trabajar en su caso.
 - Las llamadas siempre son gratuitas si tuvo menos de \$15 en su cuenta de la comisaría durante 10 días seguidos.
- ♦ Para viviendas segregadas (SHU): tiene derecho a utilizar los teléfonos con ruedas.
- ♦ ICE generalmente escucha las llamadas de la Unidad de Vivienda, pero usted debe decirles que no escuchen las llamadas legales.
- Dígale a ICE que no escuche: envíe un KITE con el número de teléfono al que está llamando para trabajar en su caso.
- O pídale a su abogado que le diga a ICE que no escuche sus llamadas.

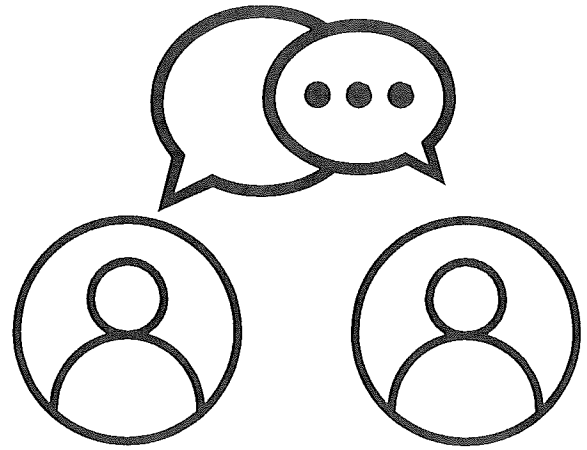
Si tiene algún problema con estos derechos, llame al (909) 291-4735.

Nota: Este no es número de teléfono para buscar un abogado o recibir asesoramiento legal.



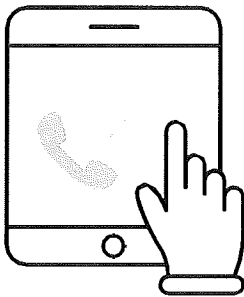
**Su abogado puede
dejarle un mensaje
llamando a Adelanto.**

- ♦ Adelanto debe darle el nombre y número de teléfono del abogado que le llamo.



**Puede usar tabletas para
hacer llamadas, pero ICE
puede escuchar.**

- ♦ Tiene derecho a utilizar tabletas en cualquier momento excepto en el conteo.



**También tiene derecho
a reunirse con su
abogado en persona.**

- ♦ Su abogado—y otras personas trabajando en su caso—pueden visitar.
- ♦ Las visitas pueden ser planeadas con antelación.
- ♦ Esta visita es privada y se realizará en una habitación con puerta.
- ♦ Cuando su abogado programe una visita, Adelanto debe informarle cuándo es el conteo y la hora de comer.

Si tiene algún problema con estos derechos, llame al (909) 291-4735

Nota: Este no es número de teléfono para buscar un abogado o recibir asesoramiento legal.