

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JEROME DUVALL, *et al.*,

*

Plaintiffs,

*

v.

*

Civil Action No. ELH-94-2541

LAWRENCE HOGAN, *et al.*,

*

Defendants.

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ent

**[PROPOSED] ORDER REGARDING DEFENDANTS' DEADLINE FOR
SUBSTANTIAL COMPLIANCE WITH THE SETTLEMENT AGREEMENT**

On May 21, 2021, the Court granted in part Plaintiffs' Motion to Enforce the Settlement

Agreement. ECF 723, 724. The Court said:

Given the pace of defendants' progress, and the obligation of the Court to ensure compliance with the Agreement, the parties are directed to submit a plan, jointly if possible, that includes a timeline for defendants to achieve compliance with each provision of the Settlement Agreement that was non-compliant as of the most recent Monitors' reports. Thereafter, the Court will establish deadlines for defendants to comply with the provisions.

ECF 723 at 24 (emphasis added).


Pursuant to the parties' stipulation, and pursuant to the Court's plenary power to enforce the Settlement Agreement, ECF 541-2 ¶ 52, and the Court's legal authority to issue enforcement and modification orders, and to extend the termination of date of the Settlement Agreement, ECF 723 at 20-29, the Court hereby ORDERS that:

1. Defendants shall achieve substantial compliance with each substantive provision of the Settlement Agreement no later than June 30, 2024, pursuant to the definitions set forth in Paragraphs 34-42 of the Settlement Agreement (ECF 541-2).

2. Defendants shall achieve substantial compliance such that the Court Monitors find them in substantial compliance with every substantive provision of the Settlement Agreement for the two monitoring cycles covering (1) January-June 2023, and (2) July-December 2023, as set forth in Paragraph 38(d) of the Settlement Agreement.
3. The expiration date of the Settlement Agreement shall be extended to June 30, 2024.

The Court further FINDS that the relief set forth in this order satisfies the requirements of 18 U.S.C. § 3626(a)(1)(A) in that it is narrowly drawn, extends no further than necessary to correct the violation of the Federal right, and is the least intrusive means necessary to correct the violation of the Federal right of the Plaintiffs.

Dated:



Hon. Ellen Lipton Hollander
United States District Judge

5/17/22