



release from BOP custody, BOP will deposit funds into an escrow account or trust account to cover the costs of such care, with any remaining funds not used reverting to BOP.

- BOP will also deposit into an escrow account or trust account an amount to cover any unexpected medical or associated out-of-pocket costs associated with the surgeries, with any remaining funds not used reverting to BOP.
- BOP will pay Plaintiff's counsel \$938,552 for reasonable attorneys' fees and costs incurred in this matter.
- The parties will file joint status reports updating the Court on significant developments related to the above surgeries on June 10, 2022 and every four weeks thereafter.
- This case will be stayed through January 3, 2023, except that the parties will continue to file joint status reports as described above and may seek the Court's involvement in determining an appropriate payment amount if the parties cannot agree on an amount.<sup>2</sup>
- Within fourteen days after BOP makes the required payment(s), Plaintiff will file a stipulation of dismissal with prejudice.

The proposed stipulated order further provides that former District Judge G. Patrick Murphy will be appointed as Special Master for the purpose of administering the escrow or trust account referenced above. The parties, through the U.S. Attorneys' Office, have contacted Judge Murphy, who expressed his willingness to serve as a Special Master to administer the escrow or trust account. The settlement agreement provides that the Special Master's authority will be limited to determining whether payments requested to be made from the escrow or trust account are appropriate under the settlement agreement.

The parties believe that entry of the proposed stipulated order will ensure that Ms. Iglesias receives gender-confirmation surgery as expeditiously as possible and will, ultimately, resolve this litigation. Accordingly, the parties respectfully request that the Court grant their joint motion and enter the proposed stipulated order attached as Exhibit 1. The parties also respectfully request prompt entry of the proposed stipulated order, in the form attached as Exhibit 1, because the settlement may

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<sup>2</sup> Defendants also will file their response to the Court's Memorandum and Order of April 18, 2022 (Doc. 238), showing cause why Defendants and individual attorneys should not be held in contempt and/or sanctioned, on June 9, 2022, in accordance with the Court's modified Preliminary Injunction (Doc. 265) ¶ 2.

otherwise become void and because prompt entry of the order will ensure that Ms. Iglesias's ongoing treatment continues uninterrupted. *See* Settlement Agreement, Ex. 2, ¶ 9.

Dated: May 27, 2022

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UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS

CRISTINA NICHOLE IGLESIAS  
(a.k.a. CRISTIAN NOEL IGLESIAS),

Plaintiff,

v.

FEDERAL BUREAU OF PRISONS, *et al.*,

Defendants.

Case No. 19-cv-00415-NJR

**[Joint Proposed] Stipulated Order**

**ROSENSTENGEL, Chief Judge:**

Upon review of the joint motion for a stipulated order and to modify this Court's prior preliminary injunction entered on April 26, 2022 (Doc. 252), the Court hereby **GRANTS** that motion and **ORDERS** Defendants as follows:

1. **Laser hair removal.** Defendants shall continue scheduling regular appointments for Plaintiff for laser hair removal at the surgical site with the provider in Miami who began laser hair removal on April 26, 2022, subject to the continued agreement, availability, and judgment of that dermatologist. These appointments shall continue as long as and at a frequency necessary to obtain sufficient hair removal, in the judgment of the treating surgeon, for a vaginoplasty procedure. If the provider in Miami who began laser hair removal on April 26, 2022, becomes unable or unwilling to continue to provide laser hair removal at the frequency necessary to obtain sufficient hair removal in the judgment of the treating surgeon, Defendants shall schedule appointments with another provider who is qualified to perform laser hair removal or electrolysis in preparation for vaginoplasty. Defendants shall also continue scheduling appointments for Plaintiff for laser facial hair removal with the provider in Miami who began laser hair removal on April 26, 2022, subject to their continued agreement and availability, and such appointments shall continue so long as and at a frequency necessary in the judgment of the dermatologist. Defendants shall try to schedule the laser hair removal appointments monthly, consistent with the timeline laid out at ECF No. 256-1. In the event the dermatologist believes further appointments are no longer necessary for facial hair removal, Defendants shall meet and confer with Plaintiff's counsel on the issue before taking further action. In no event shall Defendants be required to schedule laser hair removal appointments after Plaintiff's release from BOP custody.

2. **Electrolysis.** If the treating surgeon identified in paragraph 4 or 5 below advises BOP that electrolysis is medically necessary to supplement the laser hair removal, Defendants shall schedule electrolysis appointments as recommended by the treating surgeon, subject to the availability of a provider to provide electrolysis. These appointments shall continue as long as and at a frequency necessary to obtain sufficient hair removal, in the judgment of the treating surgeon, for a vaginoplasty procedure. In no event shall Defendants be required to schedule electrolysis appointments after Plaintiff's release from BOP custody.
3. **Facial feminization and breast augmentation.**<sup>1</sup> Defendants shall schedule appointments as soon as practicable<sup>2</sup> for facial feminization surgeries and breast augmentation with Surgeon 1.<sup>3</sup> Defendants shall advise the surgeon performing the vaginoplasty, once one is retained, *see infra* para. 4-5, of any existing appointments for facial feminization and breast augmentation.
4. **Vaginoplasty—Surgeon 2.** If Surgeon 2 is willing and able to perform a vaginoplasty on Plaintiff, Defendants shall schedule an in-person consultation for vaginoplasty and a surgery appointment for vaginoplasty as soon as practicable that will allow sufficient time for Plaintiff to undergo the necessary hair-removal treatments and recover from the facial feminization and breast augmentation surgeries before the vaginoplasty surgery. The target timeline is for vaginoplasty to occur in October 2022 and no later than November 15, 2022, as laid out in ECF No. 256-1. If the appointment does not take place until after Plaintiff's release date, the provisions of paragraph 8 below regarding payment shall apply.
5. **Vaginoplasty—Other surgeons.** In the event that Surgeon 2 is unwilling or unable to perform vaginoplasty, Defendants shall attempt to schedule a consultation for a vaginoplasty appointment with either: (a) the surgeon(s), if any, serving as a backup for Surgeon 2, or (b) one of the following surgeons: (i) Surgeon 3, (ii) Surgeon 4, (iii) Surgeon 5, (iv) Surgeon 6, (v) Surgeon 7, (vi) Surgeon 8, or (vii) a surgeon recommended by Surgeon 2. Defendants represent that Surgeons 3, 4, 5, and 6 have indicated that they perform vaginoplasties, are willing to work with the Bureau of Prisons, and currently have openings on their schedules that would likely allow for Plaintiff's vaginoplasty to be performed prior to her scheduled release date from BOP custody. After selection of the surgeon, Defendants shall schedule an appointment as soon as practicable for vaginoplasty that will provide sufficient time for Plaintiff to undergo necessary hair removal treatments and recover from her facial feminization and breast augmentation surgeries.

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<sup>1</sup> “Facial feminization and breast augmentation” refer to the procedures referenced on page 5 of the medical record provided by Surgeon 1, *see* ECF No. 249-1.

<sup>2</sup> The term “as soon as practicable” in this injunction means as soon as reasonably possible and in accordance with the timeline in ECF No. 256-1, to the greatest extent possible, taking into account the provider's schedule and recommendations and time for BOP to make arrangements for payment and other logistics.

<sup>3</sup> Surgeon names are identified in the Court's Sealed Supplement to Stipulated Order, to be filed separately under seal.

6. **Medical contraindications.** If one of the designated surgeons providing care to Plaintiff advises that there are contraindications such that, consistent with the WPATH Standards of Care, there are no reasonable circumstances for undertaking the respective surgery described herein, a second opinion shall be sought from a surgeon listed above in paragraph 5. If the second surgeon also advises that there are contraindications such that there are no reasonable circumstances for undertaking the respective surgery, BOP shall be relieved of any obligation to provide or pay for such procedure. If a surgeon providing care to Plaintiff advises that there are medical contraindications such that Plaintiff is at higher risk of complications but that these risks may be outweighed by other considerations, BOP will proceed only if Plaintiff requests to proceed, the medical provider agrees to do so, and Plaintiff provides appropriate informed consent and waives any related liability against Defendants. Plaintiff and Defendants agree that they are not currently aware of any contraindications that would make it the case that there are no reasonable circumstances for undertaking any of the surgeries identified in paragraphs 3, 4, and 5.
7. **Payment for surgeries and associated costs.** BOP shall pay for the cost of (i) the surgeries identified in paragraphs 3, 4, 5; (ii) associated pre- and post-surgical care and recovery;<sup>4</sup> and (iii) any related medical care needed as a result of surgery (including treatment for post-surgical complications or medically necessary revisions of those surgeries), assuming such surgeries or care occur while Plaintiff is in BOP custody, *i.e.* before Plaintiff's release date, currently scheduled for December 25, 2022.<sup>5</sup> Defendants shall also pay to an escrow account with a national banking institution or a trust account an amount agreed to by the Parties to cover any medical care and expenses that may arise as a result of complications or necessary revisions to the surgeries identified in paragraphs 3, 4, 5, and any resulting income taxes, as further set forth in more detail in Paragraph 1.c of the Parties' settlement agreement.

If Plaintiff requires transfer to another geographic location for these surgeries (or preparation for or recovery from these surgeries) while still in BOP custody, BOP shall provide for transportation, lodging, food, and appropriate pre- and post-surgical care as needed, for Plaintiff during the period of relocation, which shall include whatever period of time the treating surgeon recommends for recovery, so long as it is completed prior to Plaintiff's release from BOP custody. As part of recovery from vaginoplasty surgery, BOP will provide Plaintiff with a safe and sanitary location for post-surgical dilation for as long as she remains in BOP custody.

8. **Payment in the event that surgery, revisions, and/or recoveries cannot be completed prior to Plaintiff's release date.** If any of (i) the surgeries identified in paragraphs 3, 4, or 5; (ii) associated pre- and post-surgical care and recovery; or (iii)

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<sup>4</sup> Foreseeable costs include, but are not limited to, pre- and post-surgery medical supplies (*e.g.* dilators and bowel preparation materials); a stay in a local skilled nursing facility after post-surgery hospital discharge, of a duration to be determined by the treating surgeon; and any other appropriate post-surgical care reasonably required to assist with recovery and day-to-day activities while Plaintiff is incapacitated after surgery, of a duration to be determined by the treating surgeon.

<sup>5</sup> A non-exhaustive list of possible post-surgical complications or needs for revision, as considered in paragraphs 7 and 8 above, is included in the Parties' settlement agreement.

any related medical care needed as a result of surgery (including treatment for post-surgical complications or medically necessary revisions of those surgeries), cannot be completed by Plaintiff's release from BOP custody, which is currently projected to be December 25, 2022, Defendants shall pay to an escrow account with a national banking institution or a trust account an amount the Parties agree will cover the costs, as further set forth in more detail in Paragraphs 1.b and 1.c of the Parties' settlement agreement, of: any outstanding surgeries, any associated pre- and post-surgical care and recovery, and any related medical care needed as a result of surgery; any necessary transportation, lodging, food, medical supplies, and home healthcare and/or reasonably required personal assistance costs associated with the surgeries, pre- and post-surgery care and recovery, and related medical care; and any resulting income taxes. These costs shall include costs generated by compliance with any constraints or requirements for transportation, lodging, food, medical supplies, and home healthcare and/or personal assistance that the treating surgeon recommends.

Should the Parties be unable to reach an agreement on the amount, they shall promptly submit a joint filing to the Court discussing their respective positions on the issue and the Court shall determine the appropriate amount. Payment of the agreed-to or Court-ordered amount pursuant to the settlement agreement shall constitute Defendants' fulfillment of its obligations with respect to these procedures. As set forth above in paragraph 6, Defendants shall be under no obligation to pay for a procedure for which the agreed-upon surgeon designated to provide the procedure determines that there are contraindications such that there are no reasonable circumstances for undertaking the procedure.

9. **Reporting requirement.** The Parties shall file a joint status report updating the Court on significant developments related to the surgeries described above on Friday, June 10, 2022, and every four weeks thereafter, until the Parties believe that such joint status reports are no longer necessary, but in no case extending past Plaintiff's release from BOP custody. When the Parties have determined that such joint status reports are no longer necessary, they may jointly move to modify this Order to be relieved of this reporting obligation (to the extent this case is not otherwise dismissed at that point).
10. **Special Master.** Former U.S. District Judge G. Patrick Murphy will be appointed as Special Master for the purpose of administering the escrow or trust account referenced in paragraphs 7 & 8 above. *See* Fed. R. Civ. P. 53. Within 21 days from today, the parties shall confer with former Judge Murphy to discuss the terms of his appointment as Special Master and to prepare a proposed order reflecting the agreed-upon terms for the Court's signature. If the parties cannot agree on such terms, they shall each submit a proposed order and memorandum of law. Such proposed order or orders and memoranda shall be submitted to the Court within 42 days from today.
11. **Stay.** This case is stayed in all respects through January 3, 2023, except that the Parties shall file the proposed order(s) pursuant to paragraph 10 and shall continue to file the joint status reports pursuant to paragraph 9 and may seek the Court's involvement in determining a payment amount pursuant to paragraph 8 without moving to lift the stay. The parties shall work together to ensure the timely provision of medical care in accordance with paragraphs 1-5 and to address any issues that might arise.

**IT IS SO ORDERED.**

**DATED:** May \_\_\_\_\_, 2022

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**NANCY J. ROSENSTENGEL**  
**Chief U.S. District Judge**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into between Plaintiff Cristina Nichole Iglesias (also known as Christian Noel Iglesias) and Defendants Federal Bureau of Prisons (“BOP”), Michael Carvajal, Chris Bina, Ian Connors, Dan Sproul, Jeffery Allen, Alix McLearen, Thomas Scarantino, and Donald Lewis to resolve all of the claims in *Iglesias v. Federal Bureau of Prisons et al.*, No. 19-415 (S.D. Ill.) (the “Case”) without the need for further litigation and without any admission of liability. Plaintiff and Defendants are referred to herein as the “Parties.”

The Parties do hereby settle all claims, issues, complaints, and actions described in the Case, and any and all other claims, issues, complaints, or actions that have been or could have been asserted by Plaintiff against Defendants in accordance with the following terms and conditions:

1. **Consideration by Defendants:** In consideration for Plaintiff’s agreement to dismiss her claims with prejudice as set forth herein, Defendants agree as follows:

a. Within two business days after execution of this Settlement Agreement, Defendants will file a Joint Motion for Entry of Stipulated Order (“Joint Motion”) in the form attached hereto as Exhibit A. The Joint Motion will seek entry of a Stipulated Order (“Stipulated Order”) in the form attached hereto as Exhibit B. Defendants agree not to appeal the Stipulated Order except that Defendants reserve their right to appeal insofar as the Court modifies the Stipulated Order to revise the proposed terms, include additional terms, or remove terms.

b. If, by November 15, 2022, it appears that any of the surgeries identified in paragraphs 3, 4, and 5 of the Stipulated Order will not be performed prior to Plaintiff’s release from BOP custody<sup>1</sup> or that the Recovery Period<sup>2</sup> for any such surgery will extend past Plaintiff’s release from BOP custody, the Parties shall meet and confer to attempt to reach an agreement on the amount (the “Amount”) of the payment that will be due under paragraph 8 of the Stipulated

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<sup>1</sup> Plaintiff’s release from BOP custody is currently scheduled to be December 25, 2022.

<sup>2</sup> The Recovery Period shall be the standard recovery period before Ms. Iglesias can fully return to work, as estimated by the treating surgeon, which can often be 8 to 10 weeks for vaginoplasty.

Order. That Amount must be sufficient to cover the actual, out-of-pocket costs of any surgeries identified in paragraphs 3, 4, and 5 of the Stipulated Order that will be performed after Plaintiff's release from BOP custody; the actual, out-of-pocket costs of medical care associated with the surgeries for any Recovery Period that extends past Plaintiff's release from BOP custody, including but not limited to necessary and reasonable transportation, lodging, food, and medical supply costs<sup>3</sup> associated with the surgeries and pre- and post-surgery care and recovery, as well as costs associated with any stay in a local skilled nursing facility and any home healthcare and/or personal assistance reasonably required while Plaintiff is incapacitated due to surgery, and any expected federal income taxes on the Amount. If the Parties cannot reach an agreement on the Amount, the Parties will have seven days to submit a joint filing to the Court discussing their respective positions on the issue. Within 10 days of the Amount being determined by either the Parties or the Court, BOP shall initiate the process to deposit the Amount into an escrow account with a national banking institution or trust account ("Escrow/Trust Account").

c. An amount in the sum of five hundred and two thousand dollars (\$502,000) will also be deposited into the Escrow/Trust Account, of which no more than three hundred and fifty thousand dollars (\$350,000) will be available to cover any unexpected medical or associated out-of-pocket costs associated with the surgeries and/or permanent hair removal, including costs related to any additional medical care needed as a result of surgery (including treatment for post-surgical complications or medically necessary revisions),<sup>4</sup> and costs related to administration of the account. The remaining one hundred and fifty-two thousand dollars (\$152,000) will be available to cover the estimated or actual tax burden incurred by Ms. Iglesias as a result of any

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<sup>3</sup> Transportation costs shall not exceed cost of round-trip coach airfare and reasonable ground transportation. Lodging and food costs shall not exceed U.S. General Services Administration per diem rates, unless a stay at a specialized facility is needed.

<sup>4</sup> Such post-surgery complications or needs for revision can include, but are not limited to: rectovaginal or urethral fistulae; colostomy and subsequent revision; infection; inflammation; local wound care; labiaplasty and/or scar revision; blood clots; bleeding; deep vein thrombosis; issues related to tissue necrosis; issues related to skin sensation or chronic pain; delayed healing; seroma; injury to the rectum, urethra, ureter, bladder, intestine, or other adjacent or deeper structures; vaginal or urethral stenosis; allergic reactions; or issues at the tissue donor site.

disbursements pursuant to this paragraph. The amount deposited pursuant to this paragraph will be in addition to the Amount provided for in Paragraph 1.b and will be deposited into the Escrow/Trust Account at the same time as the Paragraph 1.b Amount, or, if Paragraph 1.b is not triggered, will be deposited into the Escrow/Trust Account at least five days prior to Plaintiff's release from BOP custody.

d. The Escrow/Trust Account will be available to cover costs and expenses as outlined in Paragraphs 1.b. and 1.c for thirteen months from the date of Plaintiff's vaginoplasty surgery, after which any remaining funds will revert to the United States. The account will be administered by former U.S. District Judge G. Patrick Murphy ("Special Master"), and the Special Master will have the authority to approve expenditures, in accordance with Paragraphs 1.b and 1.c from the account. If either party disputes the approval or denial of an expenditure, the parties will have seven days to submit a written statement outlining their respective position to the Special Master. The Special Master's decision thereafter shall be final. Should Judge Murphy no longer be willing or able to serve as Special Master, or should the parties mutually agree that a change in Special Masters is warranted, the parties will work together to agree on a replacement Special Master.

e. Once paid, the amounts described in paragraphs 1.b and 1.c shall not be increased, regardless of any unforeseen or changed circumstances. Defendants' payment in accordance with Paragraphs 1.b and 1.c shall constitute full and complete satisfaction of Defendants' responsibilities regarding the surgeries described in the Stipulated Order and Defendants shall have no further responsibilities concerning those surgeries or any other medical care, transportation, lodging, or food costs regarding Plaintiff.

f. BOP agrees to pay Plaintiff's counsel the total sum of nine hundred and eighty-three thousand and five hundred fifty-two dollars (\$983,552), which is inclusive of any and all attorney's fees and costs, including any and all expert witness fees and any other expenses in this Case. Payment of the sum in this subparagraph will be made by electronic funds transfer after this

Settlement Agreement is executed by all the signatories and after receipt of necessary information from Plaintiff's Counsel in order to effectuate the payment.

The items set forth in subparagraphs (a) through (f) above constitute all relief to be provided through this Settlement Agreement, including all damages or other monetary relief, equitable relief, declaratory relief, or relief of any form, including but not limited to, attorneys' fees and costs.

2. **Dismissal with Prejudice.** Within fourteen days after Defendants make payment pursuant to Paragraph 1.b of this Settlement Agreement, or, if Paragraph 1.b is not triggered, within fourteen days after Defendants make payment pursuant to Paragraph 1.c, Plaintiff shall file with the Court a Stipulation of Dismissal with Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) in the form of Exhibit C.

3. **Release.** In consideration of the promises of Defendants set forth in this Settlement Agreement, Plaintiff hereby releases, waives, acquits, and forever discharges Defendants from, and is hereby forever barred and precluded from prosecuting, any and all claims, causes of action, or requests for any monetary, declaratory, and/or injunctive relief (whether in administrative or judicial proceedings) that have been or could have been asserted in this Case with respect to, in connection with, or which arise out of, the allegations in this Case.

4. **Return of Refunded Taxes.** The Parties recognize that there is uncertainty over whether, and to what extent, the amounts provided for in Paragraphs 1.b and 1.c above and authorized to be paid by the Special Master constitute taxable income. If taxes on those amounts are ultimately paid from the Escrow/Trust Account and any portion of those taxes are later refunded to Plaintiff, Plaintiff shall notify Defendants within 30 days of receiving any such refund. Plaintiff shall repay the portion of the refunded amount attributable to the payments authorized by this Agreement to the United States within 30 days of receiving instructions from Defendants describing how such repayment shall be made.

5. **The Special Master.** The duties and authority of the Special Master shall be defined in a proposed order or orders to be submitted to the Court in accordance with paragraph

10 of the Stipulated Order. The proposed order(s) shall limit the authority of the Special Master to determining whether payments requested to be made from the Escrow/Trust Account are appropriate under this Settlement Agreement.

6. **No Admission of Liability.** This Settlement Agreement is not and shall not be construed as an admission by Defendants of the truth of any allegation or the validity of any argument or claim asserted in the Case, or of Defendants' liability therein. Furthermore, the Parties shall not offer into evidence the terms of the Settlement Agreement in any civil, criminal or administrative action or proceeding other than proceedings that may be necessary to consummate or enforce this Settlement Agreement. The terms of this Settlement Agreement shall not be construed as an admission by Defendants that the consideration to be given hereunder represents relief that could be recovered through litigation. This agreement does not constitute, and shall not be construed as, an admission of liability or fault by any Party.

7. **Acknowledgment.** Defendants acknowledge that BOP has never before provided a gender-affirming surgery for an individual in BOP custody. Defendants acknowledge that BOP has never before provided an individual in BOP custody with vaginoplasty, gender-affirming breast augmentation, facial feminization surgery, or permanent facial hair removal.

8. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties, and the Parties acknowledge and agree that no promise or representation not contained in this Settlement Agreement has been made to them, and they acknowledge and represent that this Settlement Agreement contains the entire understanding between the Parties, and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced, nor does this Settlement Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of the Case and to resolve the Case without the time and expense of further litigation.

9. **Stipulated Order.** The terms of this Settlement Agreement are not intended to be incorporated into the Stipulated Order and shall not be enforceable as part of the Stipulated Order.

The Parties agree that the Court lacks jurisdiction to oversee compliance with this Settlement Agreement. This Settlement Agreement can be enforced through a separate action to enforce its terms. If the Court does not enter the Stipulated Order within 14 days from the date the Joint Motion is filed or substantively modifies the Stipulated Order to substantively revise the proposed terms, include additional terms, or remove terms, the Parties shall have 14 days to confer, and if the Parties cannot mutually agree in writing within those 14 days that the Settlement Agreement remains valid, then the Settlement Agreement will be null and void.

10. **Amendments; Waivers.** This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the Parties or their counsel, nor shall any provision hereof be waived other than by a written waiver, signed by the Parties or their counsel. Express waiver of any one provision shall not be deemed a waiver of any other provision.

11. **Binding Nature of Settlement Agreement.** This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff and the Defendants and their respective heirs, executors, successors, assigns, entities, and personal representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.

12. **Execution.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Facsimiles and electronic versions of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

13. **Rule of Construction.** The Parties through their counsel have negotiated the terms of this Settlement Agreement. Any rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement. This Settlement Agreement shall be construed as if drafted by both Parties.

14. **Tax and Other Consequences.** Compliance with all applicable federal, state, and local tax requirements shall be the sole responsibility of Plaintiff and her counsel. Plaintiff and

Defendants agree that nothing in this Settlement Agreement waives or modifies federal, state, or local law pertaining to taxes, offsets, levies, and liens that may apply to this Settlement Agreement or any settlement proceeds, and that Plaintiff is executing this Settlement Agreement without reliance on any representation by Defendants as to the application of any such law.

15. **No Assignment.** Plaintiff represents and warrants that she is the sole and lawful owner of all right, title and interest in and to every claim and other matter which she purports to release herein, and that she has not heretofore assigned or transferred, or purported or attempted to assign or transfer to any person or entity any claims or other matters herein released. Plaintiff shall indemnify Defendants, and any of their departments, components and current or former employees, whether in their official or individual capacities, against, and defend and hold harmless from, any claims arising out of or relating to any such assignment or transfer of any claims or other matters released herein.

16. **Severability.** The provisions of this Settlement Agreement shall be deemed severable, and any invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.

17. **Authorization.** The Parties hereby warrant, represent, and guarantee that the person(s) executing this Settlement Agreement on their behalves are fully authorized to execute, deliver and perform this Settlement Agreement. The undersigned represent that they are fully authorized to execute this Settlement Agreement.

May 27, 2022

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