

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION

JOSHUA DUNN, et al.,)	
)	
Plaintiffs,)	
)	CIVIL ACTION NO.
v.)	2:14cv601-MHT
)	
JEFFERSON S. DUNN, in his)	
official capacity as)	
Commissioner of)	
the Alabama Department of)	
Corrections, et al.,)	
)	
Defendants.)	

SECOND PHASE 1 SUPPLEMENTAL BRIEFING ORDER

Upon further consideration of the parties' proposed Phase 1 settlement agreement (doc. no. 518), and in addition to the briefing ordered in this court's Phase 1 preliminary settlement approval order (doc. no. 532) and Phase 1 supplemental briefing order (doc. no. 534), it is ORDERED as follows:

- (1) By no later than July 15, 2016, the parties are to confirm in a written filing with the court their agreement, stipulated to during a

telephone conference held on the record on June 17, 2016, that under the terms of their proposed settlement agreement and applicable law, only this court, and not the arbitrator, would have the authority to hear or rule on a motion to extend or terminate the consent decree in this case.

(2) By no later than July 15, 2016, the parties are to file a joint supplemental brief addressing comprehensively and in detail the following questions raised previously by the court during a telephone conference held on the record on June 17, 2016, and explaining why their answers to these questions are (i) in compliance with all relevant law and (ii) not unfair to the members of the settlement class:

a. Would the arbitrator have the power to enforce his decisions? Would he have contempt power, and if not, with what other enforcement authority would he be vested?

If the arbitrator does have some enforcement authority, are his enforcement decisions reviewable by the court, and if so, under what standard? Must an issue be raised before the arbitrator before it can be presented to the court as the basis for a contempt motion?

- b. If the court hears a motion to terminate or extend the consent decree or a portion of the consent decree, would the arbitrator's decisions regarding issues pertinent to the motion to terminate or extend be binding on the court? In particular, are decisions of the arbitrator which were not appealed or were not subject to appeal binding on the court in assessing substantial compliance? To the extent that some or all decisions of the arbitrator are not binding upon the court in deciding a motion to terminate or extend the consent decree, under what

standard of review would the court revisit
his decisions?

DONE, this the 20th day of June, 2016.

/s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE