

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

VANESSA ADAMS, legal name Nicholas Adams,)	
)	
Plaintiff,)	
)	
v.)	
)	
FEDERAL BUREAU OF PRISONS; FEDERAL)	
BUREAU OF PRISONS DIRECTOR HARLEY)	C.A. No. 09-10272-JLT
G. LAPPIN, in his official capacity; REAR)	
ADMIRAL NEWTON E. KENDIG, MD, in his)	
official capacity.)	
)	
Defendants.)	
)	

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE

It is hereby stipulated by and between Nicholas Adams a/k/a Vanessa Adams¹ (hereinafter referred to as Plaintiff[®]), and Harley G. Lappin, Acting Administrator of the United States Bureau of Prisons, (hereinafter referred to as “Defendant” or the “BOP”), by and through their respective counsel, as follows:

1. In light of the unique circumstances of Plaintiff’s medical needs and treatment, the parties hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to this case, Vanessa Adams v. Federal Bureau of Prisons et al., Civil Action No. 09-10272-JLT, under the terms and conditions set forth in this Stipulation for Compromise Settlement and Release (“Settlement Agreement”).

¹ According to the Amended Complaint filed in this action, Adams was born a biological male but “identifies as a female, goes by ‘Vanessa,’ and intends to change her legal name to ‘Vanessa Adams.’” Throughout this Settlement Agreement, Ms. Adams will be referred to by the feminine pronoun and title.

2. Defendant further agrees to the following:
 - a. The BOP will issue guidance relating to the treatment of prisoners with Gender Identity Disorder (“GID”) forthwith. A copy of the guidance to be issued is attached hereto as Exhibit A. The guidance will be issued, at a minimum, to the following classes of individuals:
 - i. Chief Executive Officers at all BOP institutions and offices;
 - ii. all Regional Health Services Administrators, Regional Psychology Services Administrators, and the Chief of Pharmacy;
 - iii. BOP medical personnel who have responsibility for treating inmates who have been diagnosed with GID; and
 - iv. BOP inmates who have been diagnosed with GID.
 - b. The BOP will place a note in Plaintiff’s medical file that she prefers to be addressed as a female and that addressing her as such is appropriate given her diagnosed condition of GID. A copy of this note is attached hereto as Exhibit B.
 - c. The BOP will sign a declaration indicating it has no opposition to Plaintiff’s effort to change her legal name. This declaration will be submitted in open court proceedings related to Plaintiff’s efforts to change her legal name. A copy of the declaration is attached hereto as Exhibit C.
 - d. The BOP will continue to provide Plaintiff with appropriate hormone treatment unless medically contraindicated as long as medically necessary to treat Plaintiff’s GID.
 - e. Subject to bona fide safety and security considerations, Plaintiff will have access to items on the female commissary including, by way of example only, facial cream,

hair relaxer, and supportive undergarments, beginning on Plaintiff's transfer to FCC Butner and continuing as long as medically necessary to treat Plaintiff's GID.

- f. By June 20, 2011, the BOP will evaluate Plaintiff for hair removal in furtherance of the treatment of her diagnosed condition of GID. Based on that evaluation, the BOP will provide Plaintiff with an appropriate course of hair removal treatment, to the extent medically appropriate. This therapy will begin by July 18, 2011 and continue to the extent medically necessary to treat Plaintiff's GID.
- g. By June 20, 2011, the BOP will consult with Plaintiff regarding vocal therapy in furtherance of the treatment of her diagnosed condition of GID. Based on that consultation, the BOP will provide Plaintiff with an appropriate course of vocal therapy. This therapy will begin by July 18, 2011 and continue to the extent medically necessary to treat Plaintiff's GID.
- h. Within eighteen months of the date of this Settlement Agreement, the BOP will evaluate Plaintiff's GID and her treatment to that point. Such evaluation will be conducted according to the standards set forth in the BOP's GID Guidance (attached hereto as Exhibit A) and the standards of care referred therein and will include an assessment of what additional treatment, if any, is appropriate to treat Plaintiff's GID. If the assessment determines that further treatment is medically necessary under the applicable standards of care, but that Plaintiff has not met the eligibility or readiness requirements, a plan will be developed to help provide Plaintiff with the treatment and resources necessary to satisfy those requirements, to the extent feasible in the prison context. Plaintiff will be evaluated for additional treatment on an annual basis

throughout the duration of her current incarceration if she requests such an evaluation in writing.

i. [REDACTED]
[REDACTED]

3. In consideration of the promises and undertakings of Defendant herein, Plaintiff, for herself, her heirs, spouse, personal representative and assigns, hereby releases and forever discharges Defendant, together with its agents, employees, successors and assigns, and each and all thereof, of and from any and all manner of actions, suits, damages, attorney fees, and claims of whatsoever kind or nature, whether known or unknown, as of the effective date of this Settlement Agreement, which Plaintiff and her heirs and assigns ever had or now has, including, but not limited to, all claims set forth or that could have been set forth in the charges and the civil action, or any and all other claims relating to or arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action. This paragraph does not apply to any action to enforce the terms of this Settlement Agreement, nor does it apply to any future action Plaintiff may bring regarding her future treatment by the BOP including, but not limited to, her hormone treatment.
4. This Settlement Agreement is not and should not be construed as an admission of liability or fault on the part of Defendant, its agents, servants or employees. This Settlement Agreement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation. Furthermore, with the exception of the Guidance (Exhibit A) and the BOP Declaration regarding non-objection to Plaintiff's legal name change (Exhibit C), none of the terms in the Settlement Agreement may be

offered or received in evidence or in any way referred to in a civil, criminal or administrative action or proceeding other than proceedings that may be necessary to consummate or enforce this Settlement Agreement.

5. The acts as set forth in Paragraphs 2 and 7, and the additional provisions herein, shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unseen injuries and the consequences therefore, resulting, and to result, from the subject matter of the above-captioned action, for which Plaintiff and her heirs, executors, administrators, agents, or assigns, and each of them, now have or may hereafter acquire against Defendant, its agents, servants, or employees. This paragraph does not apply to any action to enforce the terms of this Settlement Agreement, nor does it apply to any future action Plaintiff may bring regarding her future treatment by the BOP. The only future claims concerning the adequacy of her medical treatment that may be brought by Ms. Adams to enforce this Agreement are those with respect to Defendant's obligations in Paragraphs 2(e), 2(f), 2(g) and 2(h).
6. The Plaintiff agrees to exhaust administrative remedies on any issue constituting an alleged breach of the Settlement Agreement, prior to filing any action for enforcement. If Plaintiff files a lawsuit to enforce the terms of this Settlement Agreement, the parties agree that they will, as soon as is practicable, mediate the matter before an impartial mediator. In the event that Court-sponsored mediation is not available, Defendant will pay for the cost of, at a minimum, one mediation.
7. Within 10 days of the commencement of the treatment described in Paragraph 2(f) and 2(g), Plaintiff shall deliver to Defendant's counsel an executed Stipulation of Dismissal

of Civil Action No. 09-10272, *Vanessa Adams v. Federal Bureau of Prisons, et al.*, with prejudice and without costs. Defendant's counsel agrees to execute the Stipulation of Dismissal and to file it with the court no later than 10 calendar days after receiving it from Plaintiff's counsel. A copy of the Stipulation of Dismissal with prejudice and without costs is attached hereto as Exhibit D.

8. Defendant agrees that a motion pursuant to Federal Rule of Civil Procedure 60 is an appropriate vehicle to challenge Plaintiff's dismissal of her case made in reliance on the terms of this Settlement Agreement.
9. Plaintiff represents and warrants that she has no pending complaints or charges against Defendant, other than the civil action noted above and that she will not file any new or further actions, complaints or charges pertaining to matters released under this Settlement Agreement. Plaintiff confirms and represents that she has not heretofore assigned to any person or entity any claims that would otherwise be covered by this Settlement Agreement. Plaintiff further acknowledges and agrees that this Settlement Agreement has been negotiated by the parties. Plaintiff warrants, represents and agrees that she is not relying on the advice of the United States Attorney's Office or the BOP, or anyone associated with these entities as to the legal consequences of any kind arising out of this Settlement Agreement. This paragraph does not apply to any action to enforce the terms of this Settlement Agreement, nor does it apply to any future action Plaintiff may bring regarding her future treatment by the BOP.
10. The parties agree to respect the privacy rights of all individuals involved in this matter. The fact that the case was voluntarily resolved in a manner acceptable to both sides may be communicated to others. With the exception of the Guidance (Exhibit A), the BOP

Declaration regarding non-objection to Plaintiff's legal name change (Exhibit C), and the terms in sections 2 (d) – (h), which relate to Plaintiff's own medical care, explicit terms of the Settlement Agreement cannot be discussed with, disclosed, or related to anyone who does not need the information to implement the Settlement Agreement, without the express written permission of the other party unless required by statute, regulation, or order of a court of competent jurisdiction.

11. This Settlement Agreement cannot be modified or amended except by an instrument in writing, agreed to and signed by the parties, nor shall any provision hereof be waived other than by a written waiver, signed by the parties.
12. 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.
13. Plaintiff hereby acknowledges that she fully agrees to each and every provision in this Settlement Agreement, and the normal rule of construction to the effect that any ambiguities in this Settlement Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement.
14. The undersigned parties affirm that the only consideration for signing this Settlement Agreement is the representations and promises contained herein and that no other representation, promise or agreement of any kind has been made to or with the undersigned by any person or entity whatsoever to cause the undersigned to sign this Settlement Agreement. This Settlement Agreement contains the entire agreement between Plaintiff and Defendant with respect to the subject matter and supersedes any prior agreements or understandings between them concerning the subject matter hereof

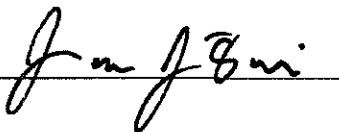
and the terms of this Settlement Agreement are contractual in nature and not mere recitals.

15. It is agreed and understood that this Settlement Agreement shall become effective as of the date upon which it is executed by all the undersigned parties. The provisions in this Settlement Agreement are intended to be perpetual and shall survive the performance of any and all provisions of this Settlement Agreement.

16. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument, and photographic copies of such signed counterparts may be used in lieu of the original

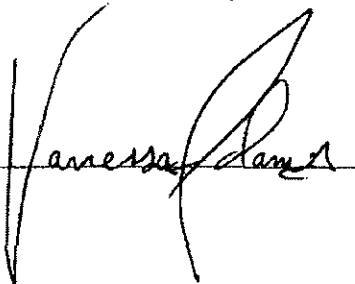
FOR THE DEFENDANT,

JAMES J. FAUCI
Assistant U.S. Attorney

By: 

Dated: 5/13/, 2011

FOR THE PLAINTIFF,

By: 

Dated: May, 5, 2011

EXHIBIT A

MEMORANDUM FOR CHIEF EXECUTIVE OFFICERS

FROM: RADM Newton E. Kendig, Assistant Director
 Health Services Division

 Charles E. Samuels Jr., Assistant Director
 Correctional Programs Division

SUBJECT: Gender Identity Disorder Evaluation and Treatment

This memorandum provides additional clarification for the evaluation and treatment of inmates with Gender Identity Disorder (GID), and should be read in conjunction with guidance provided in June, 2010 (attached). This memorandum should be distributed and implemented immediately, and applies to inmates currently in Bureau of Prisons (Bureau) custody. This memorandum will be incorporated into the national program statement as soon as possible.

Inmates with a possible diagnosis of GID, including inmates who assert they have GID, will receive thorough medical and mental health evaluations from medical professionals with basic competence in the assessment of the DSM-IV/ICD-10 sexual disorders and who have participated in BOP's GID training, including the review of all available community health records. The evaluation will include an assessment of the inmate's treatment and life experiences prior to incarceration as well as experiences during incarceration (including hormone therapy, completed or in-process surgical interventions, real life experience consistent with the inmate's gender identity, private expressions that conform to the preferred gender, and counseling). If a diagnosis of GID is reached, a proposed treatment plan will be developed which promotes the physical and mental stability of the patient. The development of the treatment plan is not solely dependent on services provided or the inmate's life experiences prior to incarceration. The treatment plan may include elements or services that were, or were not, provided prior to incarceration, including, but not limited to: those elements of the real life experience consistent with the prison environment, hormone therapy and

counseling. Treatment plans will be reviewed regularly and updated as necessary.

Current, accepted standards of care will be used as a reference for developing the treatment plan. All appropriate treatment options prescribed for inmates with GID in currently accepted standards of care will be taken into consideration during evaluation by the appropriate medical and mental health care staff. Each treatment plan or denial of treatment must be reviewed by the Medical Director or BOP Chief Psychiatrist. Hormone therapy must be requested through the non-formulary review process, and approved by the Medical Director and/or BOP Chief Psychiatrist. Consultation with the Chief of Psychology prior to such approval may be appropriate in some cases. In summary, inmates in the custody of the Bureau with a possible diagnosis of GID will receive a current individualized assessment and evaluation. Treatment options will not be precluded solely due to level of services received, or lack of services, prior to incarceration.

cc: Regional Health Service Administrators
Regional Psychology Services Administrators
Chief of Pharmacy

EXHIBIT B

To: All Bureau of Prisons staff and medical and mental health providers

Date: [April 22, 2011]

From: [BOP medical Director]

RE: Addressing inmate Adams as a female

Nicholas Adams a/k/a Vanessa Adams (inmate # 11207-112), is a transgender woman and should be referred to with feminine pronouns and honorifics (e.g., she, her, Ms., and ma'am) and called her female name, Vanessa. Addressing Ms. Adams in this way in written and verbal communications is appropriate given her diagnosed condition of gender identity disorder (GID). Contact [her treating physician] if you have questions.

[Signed by BOP medical director]

EXHIBIT C

[Prison Administrator's Full Name], [Prison Administrator's Title]
[Prison Administrator's Address]
[City, State, Zip]
[Phone #]

Declaration of [Prison Administrator's Full Name]

I, [Prison Administrator's Full Name], declare as follows:

1. I am employed by the Federal Bureau of Prisons, [Name of Division].
2. I am the [name of position] of [name of facility] where Vanessa Adams, #11207-112 is currently incarcerated.
3. [If provided by anyone other than Warden, state authority to grant permission].
4. If called upon to give testimony in this matter, I could and would competently testify to the following from my own personal knowledge.
5. Based upon my personal knowledge and professional opinion, I have no objection to inmate Adams' petition for name change.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed this [Date] day of [Month], [Year] in [City], [State].

[Prison Administrator's Full Name], [Prison Administrator's Title]
[Prison Administrator's Number (if applicable)]
Federal Bureau of Prisons, [Unit/Facility Name, if appropriate]

EXHIBIT D

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

VANESSA ADAMS, legal name Nicholas Adams,)	
)	
Plaintiff,)	
)	
v.)	
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FEDERAL BUREAU OF PRISONS; FEDERAL)	
BUREAU OF PRISONS DIRECTOR HARLEY)	C.A. No. 09-10272-JLT
G. LAPPIN, in his official capacity; REAR)	
ADMIRAL NEWTON E. KENDIG, MD, in his)	
official capacity.)	
)	
Defendants.)	

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, and in accordance with the terms of the April __, 2011 Settlement Agreement between Plaintiff Vanessa Adams, and the Federal Bureau of Prisons (BOP), (attached hereto as *Exhibit 1*), Vanessa Adams hereby stipulates through her undersigned counsel, to the entry of an order dismissing with prejudice all claims that were stated or that could have been stated in the her Complaint against the BOP. A proposed order of dismissal is attached as *Exhibit 2*.

WHEREFORE, to permit them to effectuate the terms of the Settlement Agreement, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, the parties respectfully request that the Court enter an order in the form of the attached hereto as *Exhibit 3*.

Respectfully submitted,

VANESSA ADAMS, legal name, Nicholas Adams,

By her attorneys,

/s/ _____

Cassandra Capobianco, Florida Bar #614734

Admitted pro hac vice

ccapobianco@filsinc.org

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Christopher Stoll
Admitted pro hac vice
National Center for Lesbian Rights
870 Market Street, Suite 3
San Francisco, CA 94102
Dated: August 31, 2010

CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on this day of April ___, 2011.

/s/ _____
Cassandra Capobianco, Florida Bar #614734
Admitted pro hac vice