

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
UNDER THE AMERICANS WITH DISABILITIES ACT

DJ # 204-67-174

I. PURPOSE

This Settlement Agreement is entered into between the United States and the South Carolina Department of Corrections (“SCDC”). This Agreement reaffirms and restates the SCDC’s obligations to provide appropriate auxiliary aids and services whenever necessary to ensure effective communication with inmates who have hearing disabilities and its obligation to ensure that all inmates with disabilities have full and equal access to the SCDC’s programs, services, and activities.

II. BACKGROUND

The United States initiated an investigation of the SCDC pursuant to Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, following receipt of a complaint alleging that the SCDC failed to ensure effective communication for the complainant and other inmates with hearing disabilities, and denied them participation in educational and vocational programs on the basis of their disability. The United States’ investigation included document review and interviews with SCDC inmates, personnel, and administrators.

III. JURISDICTION

1. The ADA applies to the SCDC because it is a “public entity” as defined by Title II of the ADA. 42 U.S.C. § 12131(1). Title II prohibits discrimination against qualified individuals

with disabilities on the basis of disability in the “services, programs, or activities of a public entity.” 42 U.S.C. § 12132.

2. The United States is authorized under the Department of Justice’s Title II implementing regulation, 28 C.F.R. Part 35, Subpart F, to determine the SCDC’s compliance with Title II of the ADA, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing Title II of the ADA.
3. The parties to the Agreement are the United States of America and the South Carolina Department of Corrections.
4. The parties agree that it is in their interests, and the United States believes that it is in the public interest, to resolve this matter without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.
5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter, except as provided in the section entitled “Implementation and Enforcement.”

IV. DEFINITIONS

6. **“Auxiliary aids and services”** shall have the meaning set forth in 28 C.F.R. § 35.104 and, accordingly, include qualified interpreters on-site or through video remote interpreting (“VRI”) services; note takers; computer-aided real-time transcription services (“CART”); written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (“TTY”), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and

information technology; or other effective methods of making aurally delivered information available to individuals who are deaf, hard of hearing, or who have a speech disability.

7. **“Disability”** will be defined as it is in the ADA, 42 U.S.C. § 12102(1). See also 28 C.F.R. § 35.108. In particular, individuals have “hearing disabilities” if they have a physical impairment that substantially limits their hearing, without regard to mitigating measures such as hearing aids or cochlear implants.
8. **“Effective communication”** means communication with persons who are deaf or hard of hearing that is as effective as communication with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities an equal opportunity to participate in or benefit from the services, programs, or activities of a public entity.
9. **“Qualified interpreter”** means an interpreter who, via a video remote interpreting (“VRI”) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, given the deaf or hard of hearing individual’s language, skills, and education. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. *See* 28 C.F.R. § 35.104 and Pt. 35, App. A (“Qualified Interpreter”).
10. **“Personnel”** means all SCDC employees, contractors, and volunteers.
11. **“Text Telephone/Teletype Terminal/Teletypewriter” (“TTY”)** means a device that allows individuals with hearing disabilities to use a telephone to type and send text messages.

12. **“Telecommunications Relay Service” (“TRS”)** means an operator service that allows people with hearing disabilities to place calls to standard telephone users via keyboard or assistive device.
13. **“Videophone”** means a telephone with a camera and screen for visual, real-time communication.
14. **“Video Relay Service” (“VRS”)** means a telephone service using interpreters connected to callers by video hook-up that is designed to provide persons who are deaf and use American Sign Language with telephone services that are functionally equivalent to those provided to users who are hearing.
15. **“Video Remote Interpreting” (“VRI”)** means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering a high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in 28 C.F.R. § 35.160(d).

V. REMEDIAL ACTIONS

16. **General Nondiscrimination Obligations.** The SCDC and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, will not discriminate on the basis of disability, including hearing disabilities, in the SCDC’s services, programs, or activities, and will comply with all requirements of Title II of the ADA, 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35. The SCDC’s Title II obligations include, but are not limited to, the provisions in this agreement.
17. **Access to Programs, Services, and Activities.** The SCDC shall not exclude qualified inmates with disabilities from participating in or deny them the benefits of the SCDC’s programs, services, or activities, including, but not limited to, education, vocational, recreation, and religious services, programs, and activities, and telephones. 42 U.S.C.

§ 12132; 28 C.F.R. § 35.130(a), (b)(1)(i). The SCDC shall not provide inmates with disabilities services that are unequal to those afforded to inmates who do not have disabilities. 28 C.F.R. § 35.130(b)(1). The SCDC shall make reasonable modifications in its policies, practices, or procedures when the modifications are necessary to allow inmates with disabilities to participate in the SCDC's programs, services, or activities, unless the SCDC can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. 42 U.S.C. § 12131(2); 28 C.F.R. § 35.130(b)(7)(i).

18. **Effective Communication.** Consistent with its custodial role, the SCDC shall take appropriate steps to ensure that communications with inmates who have a hearing disability are as effective as communications with other inmates so that they may participate in or benefit from the services, programs, and activities of the SCDC on an equal basis with other inmates unless to do so would result in a fundamental alteration in the nature of the service, program, or activity or in undue financial and administrative burdens. 28 C.F.R. §§ 35.160, 35.164. The SCDC agrees to implement fully the provisions listed in Section V, paragraphs 16 through 41 within 60 days after the effective date of this Agreement, unless otherwise expressly indicated herein.
19. **Provision of Auxiliary Aids and Services.** The SCDC will ensure that appropriate auxiliary aids and services, including qualified interpreters, are made available to persons who have a hearing disability when such aids and services are necessary to ensure effective communication, so that otherwise qualified inmates may participate in or benefit from the SCDC's services, programs, or activities on an equal basis with others. Determination of an appropriate auxiliary aid or service, including whether a qualified interpreter is required, depends on the method of communication normally used by the inmate, with primary consideration to be given to the expressed choice of the inmate, the nature, length, and complexity of the communication, and the context in which the communication is taking place. The SCDC must honor the choice of the individual with a disability unless it can demonstrate that another effective means of communication exists. 28 C.F.R. § 35.160(b)(2). The SCDC will make the determination of the appropriate

auxiliary aids and services during its initial communication assessment at intake and will reassess as provided in paragraph 27.

20. Telecommunication Services at the SCDC Facilities. The following telecommunication services will be provided by the SCDC at its facilities:

- a) The SCDC will provide access to Telecommunications Relay Service, South Carolina Relay Service, or Video Relay Service as needed to connect persons with hearing disabilities with others.
- b) The SCDC will provide a functional TTY and a telephone with volume control at each institution housing an inmate with a hearing disability. The SCDC will also provide access to a videophone to inmates who are deaf.
- c) If any inmate who has a hearing disability requires a different auxiliary aid or service to effectively communicate, the SCDC will provide that aid or service unless doing so would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens. 28 C.F.R. § 35.164.

21. Qualified Interpreters for the SCDC Programs. The following non-exhaustive list provides examples of activities, services, programs, or circumstances where the SCDC will provide appropriate auxiliary aids and services, including qualified interpreters, to ensure effective communication with the SCDC inmates who have a hearing disability.

- a) Critical communication, complex information, lengthy exchanges, or anything involving legal due process;
- b) Intake;
- c) Orientation;
- d) Classification;

- e) Medical care and health programs and services, including physicals, medical screenings and treatment, dental, visual, and/or mental health examinations or treatment, and drug and alcohol recovery services;
- f) Counseling or psychological services;
- g) Educational and vocational programming, including any programming required for parole or early-release;
- h) Due process hearings, including disciplinary hearings, and hearings in which the inmate is a witness;
- i) Classification review interviews;
- j) Grievance interviews or processes;
- k) Religious services;
- l) Non-criminal investigations conducted by the SCDC; and
- m) Pre-release instructions.

22. **On-Site Interpreter Services.** On-site interpreter services are required when VRI is not available or the use of VRI is not feasible or does not result in effective communication, such as where the inmate is unable to clearly see the video monitor (for example, due to vision difficulties or because the video monitor is out of the inmate's sightline), where the signal is interrupted causing unnatural pauses in communication, or where the image is grainy or otherwise unclear. 28 C.F.R. § 35.160(d). Consistent with state procurement requirements and timelines, SCDC is currently soliciting bids for an inmate telephone, kiosk, & tablet system, including VRI and additional VRS services.

23. **Use of Interpreting Service Agencies.** When an interpreter is required to ensure effective communication, the interpreter provided will be qualified, as defined in paragraph 9 and 28 C.F.R. § 35.104.

- a) The SCDC will contract with, consistent with state procurement requirements, procedures and timelines, one or more interpreter service agencies to ensure that qualified interpreting services, including on-site and VRI as necessary to ensure effective communication consistent with the time frames in paragraph 24, are

available, 24 hours per day and 7 days a week. Alternatively, the SCDC may make other appropriate arrangements such as contracting directly with or hiring qualified interpreters on a fee for service basis. Documentation of interpreter services contracts will be provided in the compliance reports required in this Agreement, paragraph 45 “Monitoring and Reporting Requirements.”

- b) The SCDC will document all requests it receives pursuant to SCDC policy “GA-06.04 Request to Staff Member” for qualified interpreters and the action taken in response to each request, including denials of services. The documentation will be promptly provided to the United States for review of compliance with this Agreement upon reasonable notice and request by the United States, and in the compliance reports required in this Agreement, paragraph 45 “Monitoring and Reporting Requirements.”
- c) Consistent with its custodial role, the SCDC has an affirmative duty to request a qualified interpreter, in person or via VRI, from the interpreting service for planned events, such as those listed in paragraph 21, within 24 hours from when the event is scheduled, or within 1 hour of an inmate request.

24. Time for Interpreter Response. In the event a qualified interpreter is necessary to provide effective communication, the SCDC will provide a qualified interpreter at the earliest reasonable time. The activity, service, or program may be delayed until the interpreter is made available, or the inmate may elect to delay his or her participation in the activity, service, or program until the interpreter is available, except in situations or circumstances involving an emergency as described in this Agreement or in the policies and procedures implemented in accordance herewith.

- a. Unless an interpreter is scheduled in advance—for example, for an upcoming disciplinary hearing—the qualified interpreter will be provided at the earliest reasonable time taking into consideration, without limitation, the time of day, day of the week, distance to be traveled, and the circumstances and location at which

the service is to be provided; however, should that time exceed 8 hours from the inmate's initial request until the interpreter is on-site, or 2 hours from the inmate's initial request for VRI, except in medical emergencies as described in paragraph 30, the event shall be rescheduled until such time an interpreter can participate, but no later than 24 hours from the initial request, absent extraordinary circumstances.

- b. The SCDC will use the most effective, readily available means of communicating with the inmate until such time as a qualified interpreter is present. The SCDC will inform the inmate of the current status of efforts being taken to secure a qualified interpreter on his or her behalf within 30 minutes of the inmate making the request to SCDC for the interpreter service. The SCDC will provide additional updates to the inmate as necessary until an interpreter is secured. Notification of efforts to secure a qualified interpreter does not lessen the SCDC's obligation to provide qualified interpreters in a timely manner.

25. Use of Other Inmates to Facilitate Communication. The SCDC will not require an individual who has a hearing disability to bring another inmate to interpret for him or her. The SCDC will not use another inmate to interpret for an individual who has a hearing disability unless (1) the individual with a hearing disability specifically requests such assistance from another inmate, the inmate agrees, and reliance on that inmate is appropriate under the circumstances; or (2) in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. 28 C.F.R. § 35.160(c).

26. Use of SCDC Personnel to Facilitate Communication. Except for SCDC personnel hired specifically to serve as qualified sign language interpreters, the SCDC will not use its other personnel to serve as sign language interpreters except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. 28 C.F.R. § 35.160(c).

27. **Ongoing Need for Communication Assessments and Consultation.** In addition to the initial communication assessment done at the time the need for auxiliary aids and services is first identified, the SCDC will reassess communication effectiveness every 6 months, or more frequently as necessary, and will consult with the inmate on a continuing basis to assess what measures are required to ensure effective communication.
28. **Alerts.** The SCDC will provide an effective visual or other notification system so that inmates who have a hearing disability do not miss announcements, alarms, or other auditory information, including times for meals, recreation, education, work assignments, and other events.
29. **Reasonable Modification of Handcuffing Policies.** The SCDC will ensure that when inmates who have hearing disabilities are cuffed or restrained, they are cuffed or restrained in a manner that permits effective communication (e.g., cuffing inmates in the front so they can sign; having one hand free in order to write) unless legitimate safety concerns dictate otherwise.
30. **Medical Emergencies.** If an inmate who has a hearing disability expresses or demonstrates a medical condition or need that cannot wait for the assistance of a qualified interpreter to facilitate communication, or the SCDC suspects that there is a medical need or condition requiring immediate treatment or other immediate response, the SCDC will not delay in providing whatever medical care, treatment, evaluation, or service would be provided to other persons under similar circumstance. In such an event, the SCDC will use the most effective, readily available means of communicating with the inmate and will provide a qualified interpreter as quickly as possible, and barring extraordinary circumstances, the SCDC will provide a qualified interpreter within four hours.
31. **Inmate Policies.** The SCDC will include in all future printings of its Inmate Policies and all similar publications a statement to the following effect:

To ensure effective communication with inmates who have a hearing disability, the South Carolina Department of Corrections will provide appropriate auxiliary aids and services free of charge, such as: qualified sign language interpreters and oral transliterators, TTYs, videophones, note-takers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders or TVs with built-in captioning, and open and closed captioning of South Carolina Department of Corrections' programs.

The SCDC will ensure that the contents of the Inmate Policies and similar publications are available to all inmates who have a hearing disability in an accessible format including formats for inmates for whom written language is not an effective means of communication. The SCDC may choose to meet this obligation by providing a video of a qualified interpreter signing the contents of the Inmate Policies, along with appropriate technology for viewing, or by providing a qualified interpreter who will read and interpret the contents of the Inmate Policies to the inmate who has a hearing disability.

32. **Privacy of Communications.** The SCDC will ensure that the privacy of telephone calls involving inmates using a videophone, TTY, or a telephone with volume control is equal to the privacy afforded to other inmates' telephone calls.
33. **Television Programming.** Inmates who have a hearing disability will have equivalent access to captioned television programming as other inmates in the same classification level have to television programming.
34. **Hearing Aids.** The SCDC will provide hearing aids to inmates who have a hearing disability and who have a medically demonstrated need for a hearing aid in order to effectively communicate while incarcerated.

35. **Hearing Aid and Cochlear Processor Batteries.** The SCDC will supply appropriate types of hearing aid and cochlear processor replacement batteries as needed by inmates with hearing disabilities utilizing such hearing devices at no cost to the inmate. Replacement batteries will be provided to those requesting them and installed as soon as possible, but no later than 24 hours after such request, including weekends and holidays.
36. **Repair of Hearing Aids and Other Such Personal Devices.** The SCDC will send inmates' hearing aids, cochlear processors, and other such devices to appropriate repair companies as soon as possible, but no later than 24 hours (excluding weekends and holidays) following a request for the repair of such device. The SCDC will inform the inmate when the device was sent for repair and when it is expected to be returned by the repair company. The SCDC will provide the inmate with written documentation of all such repairs, including detailed information regarding the date of the repair, and the specific repairs performed. The SCDC will take appropriate steps to ensure effective communication with the inmate during any period in which the inmate is without his or her hearing aid, cochlear processor, or other such device.
37. **Identification.** The SCDC will offer inmates who have a hearing disability a special ID card which will provide notice of the disability and his or her preferred auxiliary aids and services to all personnel having contact with the inmate so that effective communication with the person may be achieved. Inmates may refuse to accept a special ID card. An inmate's identity as someone needing appropriate auxiliary aids and services for effective communication will not be treated as confidential medical information.
38. **Effective Communication Policy.** Within 45 days, the SCDC will submit to the United States for review and approval a draft effective communication policy that incorporates the requirements of this Agreement. The United States shall review the draft policy and provide its comments to the SCDC. The SCDC shall incorporate the United States' comments and submit the revised policy to the United States for review and approval within 10 days of receipt of the United States' comments. Within 10 days of the United

States' approval, the SCDC shall adopt and implement the effective communication policy.

39. Training.

- a) Within 90 days, and at least once annually throughout the term of this Agreement, the SCDC will provide training to all SCDC personnel who have contact with inmates as to effective communication with inmates who have a hearing disability. The training will be sufficiently detailed to enable the SCDC to effectively implement policies and procedures developed pursuant to this Agreement, including the Effective Communication Policy. The training shall also specifically address prohibitions against discrimination, coercion, intimidation, retaliation, or threatening behavior toward persons who have complained or opposed any practice made unlawful by Title II or this Agreement, or who may have requested, sought, or obtained the enforcement of any right, benefit, aid, or service under or required by Title II or this Agreement. The training will include instruction on interactions with inmates who have a hearing disability and on the effective communication measures required in this Agreement. Contractors who work with SCDC and have contact with inmates are already required, per their contract, to comply with SCDC policy. Such contractors will be notified of the terms of the Effective Communication Policy (as discussed in paragraph 38 of this Agreement) once the same is implemented.
- b) The SCDC will ensure that all new SCDC personnel who will have contact with inmates will receive the training as a component of Correctional Officer Basic Training and/or Agency Orientation.
- c) The SCDC will maintain records of each training and include attendance, dates, and times of training, and provide this information in the semi-annual compliance reports required under paragraph 45. The SCDC shall ensure that all relevant

current and future SCDC personnel understand the terms of this Agreement and their obligation to implement them.

40. **ADA Coordinator.** The SCDC will continue to maintain the Statewide ADA coordinator to coordinate all of the SCDC's efforts to comply with and carry out its responsibilities under Title II and this Agreement. The SCDC will designate a Facility ADA Coordinator at each SCDC correctional facility to coordinate its efforts to comply with and carry out its responsibilities under Title II and this Agreement. The SCDC shall provide the Statewide ADA Coordinator and each Facility ADA Coordinator with the commensurate authority and resources to perform the tasks required by the Agreement, including coordinating requests for reasonable modifications and auxiliary aids and services from inmates with disabilities. 28 C.F.R. § 35.107(a). The Facility ADA Coordinators will maintain records of requests for auxiliary aids and services and the auxiliary aids and services provided with or without a specific inmate request. The duties of the Facility ADA Coordinators will include the investigation of any inmate ADA grievance or complaint communicated to the SCDC alleging its noncompliance with, or conduct prohibited by, Title II or this Agreement. The Facility ADA Coordinators shall maintain records of inmate ADA complaints and their resolution.

41. **Retaliation.** The SCDC agrees that it shall not retaliate against any person who filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to Title II or this Agreement.

VI. IMPLEMENTATION AND ENFORCEMENT

42. **Implementation.** The SCDC shall implement all reforms necessary to effectuate the terms of this Agreement and shall revise any policy, procedure, or practice, as necessary, to effectuate the terms of this Agreement. It is a violation of this Agreement for the SCDC to fail to comply in a timely manner with any of the requirements of this Agreement. The Parties may agree in writing to extend any applicable deadlines specified in this Agreement. The United States will not unreasonably deny requested extensions, if

made in advance of any deadline, and following the SCDC's due diligence to meet such a requirement.

43. **Term of Agreement.** The effective date of this Agreement is the date of the last signature below. This Agreement will remain in effect for 2 years from the effective date.

44. **Posting Policies.** Within 14 days of the United States' approval of the Effective Communication Policy, the SCDC shall post in all housing areas, intake, and medical units, a notice to inmates announcing adoption and implementation of the Effective Communication Policy and describing its requirements. The SCDC shall amend the Inmate Policies and similar materials to describe the requirements of the Effective Communication Policy.

45. **Monitoring and Reporting Requirements.**

- a) Within 6 months of the effective date of this Agreement, and every 6 months thereafter, the SCDC will provide the United States with a written status report, including any supporting documentation, delineating all steps taken during the reporting period to comply with each substantive provision of this Agreement. Each report will identify the number of requests for auxiliary aids and services, the number of denials of auxiliary aids and services, the number of grievances filed and the outcome of each grievance. Each report will also identify all effective communication complaints for the period, and list by individual the nature of the complaint, and an explanation of how the complaint was resolved. The SCDC will send the status reports to:

Susana Lorenzo-Giguere
Disability Rights Section
Civil Rights Division
U. S. Department of Justice
1425 New York Ave., NW
Washington, DC 20005
[DJ # 204-67-174]

or, by email to: susana.lorenzo-giguere@usdoj.gov

- b) Each status report will also include a summary of all training required by this Agreement that was conducted within that 6 month time-period, a copy of the training agendas, and the number of employees who attended each training.
- c) The SCDC shall maintain any and all records to document its compliance with the requirements of this Agreement, including, but not limited to, records of all auxiliary aids or services or reasonable modifications requested by or provided to individuals with disabilities for the duration of this Agreement. Such records will include the date of the request; the nature of the request; the determination regarding the request; the date of the determination; and who participated in the decision-making, and all other documents in the SCDC's control relating to such requests and provisions.
- d) The United States shall have full and complete access to the SCDC, its records, inmate records, and inmates, with advance written notice, in order to assess compliance with this Agreement. The United States shall have the right to conduct confidential interviews with inmates.

46. Notification of Noncompliance and Enforcement. If the United States believes that this Agreement or any of its requirements has been violated, it will notify the SCDC in writing and attempt to resolve the issue or issues in good faith. If the United States and the SCDC are unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the SCDC, the United States may commence a civil action in any U.S. District Court in the State of South Carolina to enforce the terms of this Agreement or the ADA.

47. Lack of Waiver. A failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of its right to enforce any provision or deadline of the Agreement.

48. **Headings.** The paragraph headings in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
49. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement between the Parties relating to settlement of Department of Justice Complaint No. 204-67-174. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party that is not contained in this written Settlement Agreement, will be enforceable.
50. **Public Document.** A copy of this document may be made available to any person upon request.
51. **Parameters of Agreement.** This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law not specifically referenced herein. This Agreement does not affect the SCDC's continuing responsibility to comply with all aspects of the ADA and the Rehabilitation Act.
52. **Successors, Assignees, Employees, and Agents.** This Agreement is binding on all successors, assignees, employees, agents (including contractors) and all those working for or on behalf of the SCDC.
53. **Signatories Bind Parties.** The person signing for the SCDC represents that he is authorized to bind the SCDC to this Agreement.

AGREED AND CONSENTED TO:

For South Carolina Department of Corrections

Bryan P. Stirling

Bryan P. Stirling

Director of the SCDC

Dated: 3/19/18

For the United States:

BETH DRAKE
Interim United States Attorney
Office of the United States Attorney
Columbia, South Carolina

JOHN M. GORE
Acting Assistant Attorney
General
Civil Rights Division

ALBERTO RUISANCHEZ
Acting Deputy Assistant Attorney
General
Civil Rights Division

REBECCA B. BOND
Chief

KATHLEEN P. WOLFE
Special Litigation Counsel

MELLIE H. NELSON
Supervisory Trial Attorney
Disability Rights Section
Civil Rights Division


SUSANA LORENZO-GIGUERE

Trial Attorney
Disability Rights Section
U. S. Department of Justice
950 Pennsylvania Avenue, N. W.
Washington D. C. 20530
(202) 514-9822
susana.lorenzo-giguere@usdoj.gov

3/29/18
Date