

## **Exhibit A-1**

Saleh, et al. v. BOP, et al.,  
05-cv-02467-EWN-KLM

**Stipulated Settlement Agreement**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 05-cv-02467-PAB-KLM

MOHAMMED SALEH,

Plaintiff,

v.

FEDERAL BUREAU OF PRISONS,  
MICHAEL MUKASEY,  
HARLEY LAPPIN,  
JOYCE K. CONLEY,  
MICHAEL NALLEY,  
RON WILEY, and  
MICHAEL MERRILL,

Defendants.

---

Civil Action No. 06-cv-01747-PAB-KLM

EL SAYYID A. NOSAIR,

Plaintiff,

v.

FEDERAL BUREAU OF PRISONS,  
MICHAEL MUKASEY,  
HARLEY LAPPIN,  
JOYCE K. CONLEY,  
MICHAEL NALLEY,  
RON WILEY, and  
MICHAEL MERRILL,

Defendants.

---

Civil Action No. 07-cv-00021-PAB-KLM

IBRAHIM ELGABROWNY,

Plaintiff,

v.

FEDERAL BUREAU OF PRISONS,  
MICHAEL MUKASEY,  
HARLEY LAPPIN,  
JOYCE K. CONLEY,  
MICHAEL NALLEY,  
RON WILEY, and  
MICHAEL MERRILL,

Defendants.

---

**STIPULATED SETTLEMENT AGREEMENT**

---

It is hereby stipulated between Plaintiffs Mohammed Saleh, El Sayyid Nosair, and Ibrahim Elgabrownny ("Plaintiffs") and Defendants the Federal Bureau of Prisons, Michael Mukasey, Harley Lappin, Joyce K. Conley, Michael Nalley, Ron Wiley, and Michael Merrill ("Defendants"), through their respective attorneys, as follows:

1. Plaintiffs and Defendants, through their authorized representatives, and without any admission or final adjudication of the issues of fact or law with respect to Claims One, Two, and Three of Plaintiffs' First Amended Consolidated Complaint (Doc. 144) ("Complaint"), have reached a settlement they consider to be just, fair, adequate, and an equitable resolution of the disputes set forth in Claims One, Two, and Three of Plaintiffs' Complaint in the above-captioned action (the "Litigation").
2. The parties do hereby agree to settle and compromise Claims One, Two, and Three of Plaintiff's Complaint under the terms and conditions set forth herein.

3. Inmates at the United States Penitentiary, Administrative Maximum ("ADX") and in the final phase of the Step Down Program located at the United States Penitentiary ("USP-DB") are allowed to perform the Adhan (call to prayer) in a volume loud enough for inmates in adjoining cells to hear, but not so loud that it is disruptive to other inmates or the security of the institution. Before any incident report for performing Adhan is issued, the Bureau of Prisons ("BOP") staff member must issue a verbal warning and there must be an opportunity for the inmate to correct the behavior.
4. All inmates (Muslim and non) at the ADX and USP-DB shall be visited by Imam Said (or his successor) on at least a weekly basis. Imam Said (or his successor) can communicate with inmates in Arabic or English. ADX inmates may confer with Imam Said (or his successor) from inside their cells, without restraints. Imam Said (or his successor) must be accompanied by another BOP official if he opens an ADX cell door (e.g., to communicate with an inmate from within the sallyport). While performing religious duties, Imam Said (or his successor) will make every effort not to be accompanied by a Special Investigative Services ("SIS") agent, and shall not be accompanied by a representative of a non-BOP law enforcement or intelligence agency (such as the Federal Bureau of Investigation). There may be weeks when Imam Said (or his successor) cannot visit every inmate due to vacation, illness, or institutional disruptions; however, if Imam Said (or his successor) is unable to visit inmates for three (3) consecutive weeks, the BOP shall provide notice to the inmates indicating that Imam Said (or his successor) is unavailable and the date(s) which his visits will resume. If Imam Said (or his successor) is unable to visit inmates for five (5) consecutive weeks, the BOP shall make all

reasonable efforts to have a community Islamic religious volunteer visit in the Imam's stead. The BOP shall compile and maintain a list of such potential religious volunteers and shall give a written version of the list to Plaintiffs' attorneys in the above-captioned action no later than December 1, 2009.

5. Inmates at the ADX shall have access to a high-quality religious Islamic library, including works in Arabic, comparable in selection to and no smaller than the May, 2008, Arabic-title booklist (Bates Nos. US08036-US08042). This list shall be confirmed by Imam Said, or a person designated by him who is acceptable to Plaintiffs, who shall verify that the list accurately represents the books actually available in the library. Defendants shall be required to supplement the Islamic library within a reasonable time to replace missing or destroyed books. Inmates shall be able to request additional books from catalogs such as Islamicbookstore.com. The BOP is not responsible for providing inmates with catalogs or print-outs of booklists. Inmates shall also be able to question the non-availability of specific titles via "cop-outs" or the Administrative Remedy process. An ADX Chaplain (for example, Imam Said (or his successor)) shall approve or deny Plaintiffs' book requests. Detailed reasons shall be given for any denial.
6. Plaintiffs, working with Imam Said (or his successor) and Defendants, shall prepare a list of ten (10) religious videos in Arabic to be purchased and placed in the ADX religious library video collection, and three (3) religious videos to be made available for the USP-DB, with one of these three to be a version of the Qu'ran with both audio and video elements.

7. Inmates at the USP-DB currently have access to the religious books on the booklist attached as Exhibit 1 (Bates Nos. US09048-US09054). On or before October 1, 2009, BOP will supplement the religious library at the USP-BP by purchasing an additional six (6) Islamic books. USB-DB inmates may employ the procedures specified in Paragraph 3 for requesting additional titles. The BOP shall make all reasonable efforts to create a dedicated religious services television at the USP-DB. On or before February 2, 2009, the BOP shall provide Plaintiffs' attorneys in the above-captioned case with an update in writing on the progress on this issue.
8. Inmates at the ADX and USP-DB are able to participate in correspondence courses. Plaintiffs may request approval for any correspondence course of their choosing, including courses in Arabic, and shall receive a detailed written explanation for any correspondence course for which they are denied participation. In particular, Plaintiff Saleh shall be allowed to complete all correspondence courses necessary to receive a degree in Islamic Studies from American International University or another comparable approved institution of learning. Defendant the BOP will make all reasonable efforts to enable Plaintiff Saleh to complete his degree.
9. Inmates at the USP-DB shall be allowed to participate in congregational prayer in groups of no less than three (3) for periods of not less than thirty (30) minutes at a time.
10. The parties agree to file a stipulation of dismissal of Claims One, Two, and Three of Plaintiffs' Complaint within ten (10) days of the execution of all necessary signatures for this Agreement.

11. This Agreement is not, is in no way intended to be, and should not be construed as, an admission by Defendants of the truth of any allegation or the validity of Claims One, Two, or Three asserted in the Litigation, or of Defendants' liability therein. The terms of this Agreement shall not be construed as an admission by Defendants that the consideration to be given hereunder represents the relief which could be recovered had the case been resolved in a manner other than settlement.
12. This settlement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. None of the terms in the Agreement may be offered or received in evidence or in any way referred to in any civil, criminal, or administrative proceeding other than proceedings that may be necessary to consummate or enforce this Agreement. This Agreement is not binding on non-parties to this Agreement.
13. The parties agree that each has received good and valuable consideration for all agreements made and entered into herein.
14. The undersigned representatives of each party warrant and represent that they are fully authorized by the party they represent to bind that party to the terms of this Agreement.
15. It is contemplated that this Agreement may be executed in several counterparts, with a separate original signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.
16. The Court shall retain jurisdiction to oversee compliance with the terms of this Agreement. See Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994). The parties agree that this Agreement shall be governed by the laws of the United States.

17. This Agreement may be amended only by a written amendment signed by the parties.

Executed this 27<sup>th</sup> day of December, 2008.

---

Raja Raghunath, Esq.  
Student Law Office  
University of Denver Sturm College of Law  
2255 E. Evans Ave., Suite 335  
Denver, CO 80208  
Telephone: 303.871.6140  
Fax: 303.871.6847  
E-mail: [rraghunath@law.du.edu](mailto:rraghunath@law.du.edu)  
Counsel for Plaintiffs

---

Mohammed Saleh  
Plaintiff

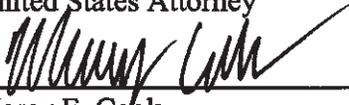
---

El Sayyid A. Nosair  
Plaintiff

---

Ibrahim Elgabrownny  
Plaintiff

TROY A. EID  
United States Attorney



---

Marcy E. Cook  
Assistant United States Attorney  
1225 Seventeenth Street, Suite 700  
Denver, Colorado 80202  
Telephone: (303) 454-0171  
Fax: (303) 454-0408  
E-mail: [marcy.cook@usdoj.gov](mailto:marcy.cook@usdoj.gov)  
Counsel for Defendants

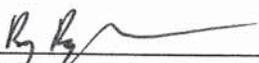


---

Ben Brieschke  
5880 State Highway 67 South  
FCC Legal Services  
P.O. Box 8500  
Florence, CO 81226  
Representative for Defendants

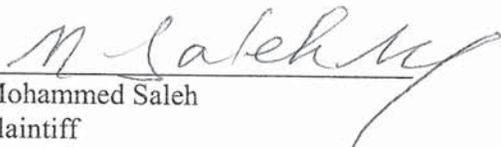
17. This Agreement may be amended only by a written amendment signed by the parties.

Executed this 16<sup>th</sup> day of December, 2008.

  
\_\_\_\_\_  
Raja Raghunath, Esq.  
Student Law Office  
University of Denver Sturm College of Law  
2255 E. Evans Ave., Suite 335  
Denver, CO 80208  
Telephone: 303.871.6140  
Fax: 303.871.6847  
E-mail: [rraghunath@law.du.edu](mailto:rraghunath@law.du.edu)  
Counsel for Plaintiffs

TROY A. EID  
United States Attorney

\_\_\_\_\_  
Marcy E. Cook  
Assistant United States Attorney  
1225 Seventeenth Street, Suite 700  
Denver, Colorado 80202  
Telephone: (303) 454-0171  
Fax: (303) 454-0408  
E-mail: [marcy.cook@usdoj.gov](mailto:marcy.cook@usdoj.gov)  
Counsel for Defendants

  
\_\_\_\_\_  
Mohammed Saleh  
Plaintiff

\_\_\_\_\_  
Ben Brieschke  
5880 State Highway 67 South  
FCC Legal Services  
P.O. Box 8500  
Florence, CO 81226  
Representative for Defendants

  
\_\_\_\_\_  
El Sayyid A. Nosair  
Plaintiff

  
\_\_\_\_\_  
Ibrahim Elgabrownly  
Plaintiff