

Legal Mail
TENDERED FOR FILING

U. S. DISTRICT COURT
Eastern District of Louisiana FEB - 8 2013

Clerk of the Court
2/5/2013 12-859 I (5)

FILED FEB - 8 2013
U.S. DISTRICT COURT
Eastern District of Louisiana
Deputy Clerk

LORETTA G. WHYTE
Clerk

I'm writing concerning the conditions of the Jail system, 531 South Board Street Orleans Parish prison. Sorry to say i've been incarcerated sence June 28, 2010.

The Notice of proposed Class Action Settlement! Are very truly especially medical and mental health services.

I'm still waiting to be Treat for my mental health problem. 6/28/2010

I file a sick Call No answer
January 18, 2013

225-7899
Jimmie, JENKINS
opp B-1 Cell #4
RightSide

Fee _____
Process _____
X Dktd _____
X ClRmDep _____
Doc No. _____

Timmie Jenkins # 225-7899
3000 Perdido Street
New Orleans LA 70119

NEW ORLEANS LA 701

07 FEB 013 PM 4:1



Clerk of the Court

Attention: James V. Gusman
500 Poydras Street
New Orleans, LA 70130

Uncensored - OPSO
not responsible for contents

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Mark Walker 550507
T/W UA
Louisiana State Prison
Angola, La 70712
Pro-Se.

RECEIVED

FEB 08 2013

Legal Programs Department

SCANNED at LSP and Emailed
02/08/2013 by Pam. 31 pages
date initials No.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

Mark Walker 550507
Plaintiff

VS

Sheriff Martin Gusman
et, al
Defendants

Cause # 12-2521

MAGISTRATE (3)

JUDGE KNOWLES III

NOTICE OF OBJECTION

COMES NOW, PLAINTIFF, Mark Walker, Pro-Se
files this his NOTICE OBJECTING to this Court's
ORDER dated Feb/7st/2013 denying ~~the~~ Plaintiff's
MOTION for Status Conference regarding Defendants
entering into a Settlement Agreement on Suit Case
12-859 for reasons set forth in
this NOTICE.

A

1/2

FACTS

①... On December 11th, 2012 the Defendants in this lawsuit, As well as their attorneys signed a Settlement Agreement and submitted it for the Courts approval on Cause # 2:12:00859;

②... On page 48 of that Settlement Agreement under Stipulation's Pursuant to PLRA 18:U.S.C 3262 in Sentence # 2 Defendants plead:

"Parties further stipulate and agree that the perspective relief in this agreement is narrowly drawn to correct the violations of Federal Rights as alleged by the Plaintiffs in the complaint(s), - - - -

Then in the same paragraph after citing PLRA citation 18 USC 3626(c) on the last sentence Defendants have tacked on this stipulation:

"Any admissions made for the purpose of this agreement is not admissible if presented by 3rd parties in another proceeding."

When Plaintiff Walker questioned Attorney Swartzman regarding this, Attorney Swartzman stated that the above statement consisted on admission of guilt by the Defendants to the acts alleged.

③. -- Plaintiff Walker is in possession of a copy of the Settlement Agreement in case # 2:12:859, And further was not attempty to seek information akin to Discovery, As the Court interpreted Plaintiff's motion for hearing, But to alert this Court to Defendants behavior;

④ -- Additionally, Plaintiff has been sending "Discovery" requests to Defense Attorneys and thus far have not received any response or any requested documents or other evidence including requested items Defendants counsel already agreed to provide during the Dec 19, 2012, Status hearing before this Court.

LEGAL ARGUMENT

While this Court may initially concluded that Plaintiff needs to file an "Objection" directly to the Court handling case 2:12:859 (which Plaintiff is/ or intends to file),, Plaintiff asserts belief of legal standing before this Court as well, As reasons originally stated in the July 16/2013 Motion since both Suits allege in most issues the same or similar facts as directly related to the Plaintiff in this cause of action.

Since the Defendants in that cause which are almost identical Defendants in this cause, are admitting guilt or otherwise taking responsibility for their wrongful actions on Cause 2:12:859, Then allowing the same Defendants to continually deny the same issues/facts,, And further enter into an agreement that their admissions of guilt before one Court cannot be used against them before this Court seriously calls into question - Or - more importantly destroys the INTEGRITY OF THE JURISPRUDENCE AS A WHOLE.

" This is akin to: (for example) Little Johnny forcing his mom to agree she cannot tell dad when he gets home from work that Johnny admitted to stealing the Chocolate Chip Cookie from the jar, In exchange for Johnny admitting his wrongful act to mom. In essence concealing from the father the theft, So he cannot hand out the punishment when he comes home from work.

This very behavior by the Defendants and their Attorneys over the past several years is the very reason that both this lawsuit as well as the Major Class Action the Defendants are agreeing to settle were initiated in the first place.

To illustrate the Plaintiff's position, All this Court has to do is consider statements contained in USDOJ April 23, 2012 letter to Sheriff Gusmos, wherein the FedDOJ stated in Paragraph 2 on page 1:

~
"We have attempted to work with your client to develop a comprehensive reform plan... Most recently on November 8, 2012... Since that time you have failed to seriously negotiate... In the interim OPP prisoners have needlessly suffered..."

Consequently, the USDOJ joined Southern Poverty Law Center in the Class-action lawsuit against the Defendants, for which the Defendants now have signed a Settlement Agreement without their admissions of guilt in Case # CV-12-859 being able to use against them before this Court.

Given the fact that the Defendants and their attorney's chose to not seriously negotiate with the DOJ prior to a lawsuit. The Defendants willfully, untruthfully and maliciously chose to impose suffering needlessly upon inmates that Defendants had knowledge was occurring. Therefore they should not be entitled to act in a less than truthful manner before this Court →

While at the same time, Making admissions of guilt before another Court as a means to gain a settlement agreement without a trial, which Defendants know would undermine their ability to keep concealing many other illegal acts committed by the Defendants within the bowels of OPP jails by themselves and their employees.

Therefore, the Plaintiff by and thru this Court submits OBJECTS to the Courts denial to hold a "Status Conference" to nip this in the bud, Before the Defendants and they're attorneys successfully DESTROY THE INTEGRITY OF THE JURISPRUDENCE AS A WHOLE, by their deceitful legal maneuvering between the two Courts.

Thank-you.

Dated this 8 day of February 2013

Mark E. Walker

Mark E. Walker 550507
Plaintiff
Pro-Se.

Mark Walker 550507
T/W UA
Louisiana State Prison
Angola, La 70712
Pro Se,

RECEIVED

FEB 14 2013
Legal Programs Department

SCANNED at LSP and Emailed
2/14/13 by CM. 26 pages
date initials No.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

LASHAWN JONES
et, all
Plaintiffs

-VS-

Martin Gusman, Sheriff Orleans
Parish
et, all
Defendants

Cause # 2:12-cv-00859

Sector I

Judge Lance M. Africk

Magistrate Judge Charez

COMMENTS, OBJECTIONS & CONCERNS NOTICE

COMES NOW, Mark Walker, actual NAMED PLAINTIFF
in the above entitled case. files this NOTICE of
this "Plaintiff COMMENTS, OBJECTIONS, and CONCERNS,"
regarding the proposed settlement agreement in this
action; Pursuant to Item 7 of the "NOTICE
OF CLASS ACTION SETTLEMENT" documents received by
this Plaintiff, My ODP file number was #2305710.

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Additionally, this Plaintiff has filed this "NOTICE" in electronic format to this HONORABLE COURT due to the fact inmates at LSP, Angola, La. 70712 are not allowed to communicate with Federal Courts thru U.S. Mail, But only thru electronic filing as conveyed to this Plaintiff by prison officials.

History

I -- I agreed to sign on as a NAMED PLAINTIFF in this Suit as a means of attempting to change the behavior of the Defendants after verbal complaints, written APPIS, written medical requests and all other avenues of relief I attempted were either covered up or simply ignored and the Defendants Unconstitutional, illegal and at times criminal actions continued against me and other similarly situated persons.

II -- Prior to this Suit, I was the sole litigant in what became the largest lawsuit against Monroe State Prison for many of the same or similar issues alleged in this Class-Action Original Complaint. After a Supreme Court ORDERED investigation, and lawsuit that included 100's of hours of testimony by both inmates and staff, along with countless evidentiary exhibits.

II (cont) ... that litigation which mainly dealt with improper treatment for mental illness, made its way back to the Mexican Supreme Court, where-in 6 of the most conservative Justices in this Country issued a 38 page published, landmark ruling, (longest ever written in their history) routinely using the terms:

- ∴ "Exacerbate Mental Illness"
- ∴ "Psychological TORTURE"
- ∴ "deprivation of basic dignity afforded a human."

While things were really bad in Matamoros, It was like a walk in the park, in comparison, to the actions either committed against myself or other inmates by the Defendants (OPP), where-in, Sheriff Gusman, and his employees have been committing the same unconstitutional behavior by their similar actions, that, Mt Sup Ct addressed against MSP

I bring this to this Court's attention, And ~~PLEASE~~ this Court to review that 'Supreme Court Opinion' even though I understood it/reads study before this Court, Because in reviewing this Suit for settlement this Court will not have the luxury of 'Platt's - Witness testimony necessary to alert the Court to WHATS NOT BEING SAID in that settlement, agreement, before this Court.

II (cont) Lastly, That Court Opinion infamously gives this Court an Unbiased looking into in 'interviews' of the prisons/jail operators by a neutral party (Sup Ct Justices) without the help/said she/said verbiage of the litigants in this case.

That suit, Titled: Walker v State No 01-528

MT Citation 2003 MT 134

Additionally, I attached as Exhibit A a copy of Rosenberg Law firm letter that tells how to find the Suit on the Internet.

OBJECTION TO SETTLEMENT CLASS

I. While not being a active part of the Agreement construction filed before this Court, And only becoming once a Settlement Agreement was filed, April 12, 2019, I have read the Agreement and have Objections to Settlement Class, As it does not include the Original NAMED PLAINTIFF'S who no longer reside inside OPP; And further by not requiring the Defendants to plead true or guilty to the individual acts alleged in the Original complaint leaves Unresolved triable issues the way the Agreement is written, before this Court.

$\frac{4}{25}$

I (cont.) While Atty Swartzman has told me 'NAMED PLAINTIFFS' no lawyer residing inside OPP cannot be a part of a settlement for "Injunctive Relief", I do not agree. And further feel that this Court by ORDERING as a part of Agreement requires Defendants at the very least plead true to all allegations contained in complaint as they directly relate to the named Plaintiffs which in turn would round out the Complaint and settlement as a whole.

I also illustrate the need for this requirement in items II, III, IV, of my "Objections" portion of this filing.

OBJECTIONS

I.,

First Objection

On page 48 of the settlement agreement, In the last sentence of the paragraph it reads

"Any admission made pursuant to this agreement is not admissible if presented by 3rd parties in another proceeding..."

I (Court) --- Consequently prior to this signed Settlement agreement (signed by Sheriff), I filed a Civil USCS 1983 Suit against almost identical Defendants over the same or similar unconstitutional actions titled CV-12-2521 before the Honorable Judge Knowles and filed an Objection Argument before his Court as (Oct 17, 2012) well, That argument being:

That by the Defendants being allowed to make vague admissions before this Court as a means to garner a Settlement, wherein they're corrupt, illegal and Unconstitutional behavior that has gone on for years is basically swept under the carpet (through lack of Trial testimony), while at the same time, they're DENYING EVERY SINGLE ONE/OF THE 23 issues presented before Judge Knowles amounts to nothing more than "legal posturing" AND NOT A GOOD FAITH EFFORT by the Defendants to correct problems inside OPP.

Additionally, this Plaintiff believes the Defendants would be creating issues that (if allowed) would DESTROY THE INTEGRITY OF THE JURISPRUDENCE AS A WHOLE, by basically, or in essence, telling two different stories between the two Courts.

II. MORE IMPORTANTLY, and I've brought this up to Attorney Swartzeman, is that by not requiring the Defendants to plead guilty or true to the individual allegations contained in the Original Complaint, -Or- further agree that any admission(s) cannot be considered an admission in any future lawsuit* (P. 48 last sentence/stipulation) leaves this Class of Plaintiffs a LACK OF SUFFICIENT FOUNDATION necessary to enforce both this Disput Decree, Contempt Citations, or future Suits (as may be necessary) should the Defendants, in the future resort back to their UNCONSTITUTIONAL "Business as Usual" behavior within the bowels of OPP facilities.

The Defendants "Track Record" is amplified by the fact they were put on NOTICE as early as Sept/ 11 / 2009 letter from Fed DOC to their violations.

And instead of positive change, things deteriorated even further as illustrated by findings and subsequent Fed DOC letter to Defendants dated 4/ ~~15~~ ²⁰ / 2012

Things inside OPP had gotten so bad, and the Defendants show of lack of care or responsibility prompted the Fed DOC to state in Paragraph 2 Page 1

.. refusal to seriously negotiate ~~the~~ ~~inmates~~ inmates have needlessly suffered

III.

Issue # 3

This Settlement Agreement fails to address the 'cover-up of criminal activity' by Supervisors when low level employees commit such acts, And vice/versa, which was a main theme presented throughout the Original Complaint in this Suit.

When I addressed this concern with Attorney Swartzonny she responded "We hope they'll stop their behavior". This is the same hope illustrated in the various letters to the Defendants by Fed DOT and other Agencies, IT FAILED, and Plaintiffs were forced to file this lawsuit against the Defendants.

For example and I shared this with Attorney Swartzonny as well:

... In December 2011, while living in Trst #2, The municipal tent housing approx. 82 inmates with a 1/3 going to Court every day, We were all forced to share ONE hot water shower head even though there were 6-7 showers in the Tent #2. The ~~hot~~ hot blew cold water only making it impossible to use these shower heads to bath.

III (cont)... 4-5 inmates were in the bathroom

area smoking marijuana, when ranking officers burst through the door with Mops, + bleach, + scrub pads, and the maintenance men behind them.

The "pot heads" were forced to quickly scrub the bath area - Or - face criminal Sentences (stated Officer J). As the maintenance man went into a locked area behind the bath area and turned on all the hot water to all shower heads and utility sink -

Approximately, 5 minutes later an INSPECTION TEAM from outside agency come into the text, went to only the bath area, checked the hot water in all the shower heads, utility sink, and cleanliness of the bathing area, noting one damaged toilet.

On their way out a couple inmates stage some complaint to Inspection team, who after leaving the text Mr. Ezeb (I believe it was) stated "That's the "Fire Dept" your complaints are going NOWHERE"

~~On~~ Within 48 hours staff had returned to the locked Utility area and turned OFF ALL Hot water again except 2 shower heads for 82 inmates - bathing needs, etc.

This is intentional/criminal activity by employees and using inmates in that manner constitutes Organized Crime and RICO concerns.

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III (cont.) This is but one of many examples I was either forced to partake in or witnessed in OPP that "HOPE" is not gay to correct.

This Settlement Agreement does not adequately address this routine corruption by the Defendants and their employee's and thus leaves open dangerously situations for abuse in the future.

IV

FOURTH OBJECTION

While I agree with Mr. Swartzman's analysis that the Dissent Decree is a "stuffy point" The Decree and settlement is too vague as its stands, leaving major loopholes for abuse by the Defendants.

The agreement reads like a Standard Policy Policy Book issued by the Fed Bureau of Prisons, La Dept of Corrections, and American Correctional Association (ACA). And the Defendants should have been falling these rules to begin with, without a lawsuit having to be filed.

This Agreement needs to be sent back to both parties with instructions to provide SPECIFIC DETAILS (if known) as to correcting the problem's, Some of which I've detailed in my "Concerns" section.

IV (cont.) I strongly advise this Court to take this into consideration, Because if not, I can just about guarantee the parties will be back before this Court multiple times arguing over implementation details and consuming more time of this Court, than if the Court just proceeded to trial to begin with.

To add foundation to this assertion, I point you back to Marana State Prison lawsuit where there has been (as I understand it) a myriad of lawsuits since that Supreme Court ruling to force the prison to follow that Opinion ^{of} 10 years earlier..

FIFTH OBJECTION

... This settlement also fails to adequately address INVOLUNTARILY USING INTERVENOUS INTRA-MUSCULAR MEDICATIONS against the inmates wishes which the Fed DOJ cited on page 15 ^{para 4} of their April / 23 / 2012 letter to the Sheriff and his attorneys.

I was actually subjected to this illegal activity in November 2011 while on the 10th floor HOD even though the Sheriff had prior ^{Knowledge} ~~knowledge~~ this was illegal.

(cont.) - There is no mention whatsoever that
Defendants agree to stop this illegal practice

Further, there needs to be some specific
punitive sections agreed to if this continues
to occur - Or - the Defendants will continue with
their illegal activity, full well knowing, they will
never be held personally accountable.

Concern's

While my "Concern's" section does not cover
necessarily all modifications necessary to make this
Settlement Agreement successful, I am identifying
issues contained in the Dissent Decree that I
found need to be more specifically agreed to
in writing before this Court signs off on this
Agreement that will prevent many more years of
legal hogty and needless consumption of this
Court's time.

Unfortunately, due to my Mental Illness (Major Depress) Bipolar
combined with drug abuse to counter the depression and
suicide ideation, I've found myself in countless jails
and prisons throughout the U.S., I've seen what works,
what doesn't, and how different Administrations cover their dirt,

Settlement Agreement Proposal

Page 5 PROTECTION FROM HARM

Two major problems within OPP that create the initial harmful conditions that need addressed are

A -- Lack of Staffing;

B -- Overcrowding and lack of sufficient inmate items (beds, mattresses, blankets, sheets, covers);

Both of these problems, Aside from other Unsanitary housing conditions are precursors to Assaults, stabbings, and other safety issues for both inmates and staff.

Solutions

I've seen this in other jails and it works, As part of Settlement Agreement a provision needs to State either: ~~both~~

When plant capacity is reached or exceeded
- Or - a Specific Inmate to ~~per~~ ^{per} staff ratio is reached, The Sheriff will either:

- refused to accept new arrestees;

- Or, maintain a Catch and Release list in conjunction with District Attorney releasing inmates on a PR bond who offenses (felonies) are not a risk to public safety.

Currently, the Sheriff's Fast Track program is ineffective in addressing this inmate population safety issue.

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Page 13 (C)(8)(3)

In addition to a Correctional Expert who is in effect a high level gun end most likely a outside previous prison employee. There needs to be a Inmate Counsel comprised of an inmate from each major location of the jail, who meet ~~with~~ ⁱⁿ committee form with ~~the~~ jail officials to address overall inmate concerns within the busy areas before things spiral out of control.

While this may be tricky, As the Defendants current system uses a Payola scheme allowing payment to "Yorks" and "Tier Raps" with such things as "extra food" given these some inmates, cigarettes confiscated off new arrestees". It has led to corruption and introduction of contraband leading to violence within the jail, Anarchy to Organized Crime by Defendants.

However, there needs to be a Inmate Voice besides the ARP procedure, thats unbiasedly appointed.

Page 17 item (10)(a) Custodial Placement.

This provision needs to include "handicaps" to prevent abuse by other inmates not just for physical handicaps, But also mental, As I've seen mentally retarded, developmentally slow, dementia, as well as other afflicted inmates abused by both staff and fellow inmates who don't understand 14 their problems.

Page 18 Item 11 "Inmate Grievances" (forms)

This provision needs to include specific instructions as follows to prevent misheard, lost, stolen, or reconstituted verbiage by staff who retype current grievances with missy words and sometimes whole sentences or misspelling changing the entire context of the ARP.

Solution:

Grievances should be Triuplicate with serial numbers (White, Yellow, Pink) stamped on each form.

① - When inmate submits grievance, officer signs receipt and gives inmate pink copy as receipt.

② When Grievance is answered inmate receives the yellow carboned copy, with white copy being retained by Grievance Official, for jail records.

This prevents abuses by staff making grievance's disappear, As well with today's technology and computer scanning ability allow a original electronic copy while saving man-hours required to retype handwritten grievances, Saving taxpayer payroll money.

Medical Requests (forms)

This same triuplicate, serial numbered type form similar to what La. DOC uses, Needs to be specifically added to Settlement Agreement verbiage.

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Medical Request (cont.)

Currently inmates ~~are~~ medical requests are not sufficiently tracked or documented leading to not only no medical care, But double billing or overcharge, or charge for services never provided.

This specific provision removes the ability of the Defendants to employ a fraudulent medical billing system; That makes it appear to the Auditors the Defendants have not cooked the books.

Currently when inmates are overcharged or pay ~~staff~~ - Or - double charged for some services, Staff have told inmates "Sue us for your \$3, \$5, \$10".

No inmate is going to sue, And it allows the Co-Pays to match outside billing to the City and other agencies, while concealing the truth from the Auditors as to whether services were actually provided.

This as well as a variety of this victimization has actually occurred to me by the Defendants and their employees over the years.

Page 22 Item (2)(e) Treatment / Psych Med's.

There needs to be specific verbiage in the Settlement Agreement that mandates OPP Mental Health professionals make voice contact either by telephone or other means to any Mental Health →

Item (2) (e) continued psych needs

→ (Mental health) professionals or pharmacy's that incoming inmates may indicate when entering OPP or during Mental health screening process.

This is standardized, currently accepted medical practice when a patient enters the hospital or emergency room. Currently OPP merely has a inmate sign a medical release to outside agency that ^{marked} or faxed with no follow-up when there's "No Response" from the outside Agency or provider.

OPP has instituted what it calls a "Wash-out Period" scheme that basically serves to do nothing more than buy time while awaiting a response from outside Agency that may never come.

Without specific verbiage leaves the door open to laziness on part of OPP medical employees, constituting deliberate indifference and settlement violations.

Page 22 Item 4 Suicide Prevention

There needs to be specific verbiage on how to immediately deal with suicidal acts by staff.

Case in point:

On Christmas morning in 2008 (12/25/2008) I was arrested and charged with Burglary for trying to get to roof of building to jump off.

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Page 22 Item 4 (cont.).

Upon arriving at Central Lockup I told deputies and medical I wanted to kill myself. They called me a liar and put me in big tank where I tied my shoes laces around my neck like a noose and scaled the holdly cell front metal barrier tying shoes laces to top bars (12 ft high) and proceeded to strangle myself by hanging off the steel barrier forming the tank.

After staff cut me down, I was taken in leg irons and cuffed behind my back to inmate caddy room, And beating and medical mercies by several guards who justified their assault by saying I "ruined their Christmas morning/Christmas Party" I was then 5 painted in HOD 10th floor until I merely agreed to sign the "Contract for Life" with no Mental health follow up.

Subsequently, I was ~~never~~ convicted of Burglary and the Mental Health issue never addressed or brought to the Courts attention either.

I actually received a letter I generated to 2009 Defore Counsel in Feb/12/2009 that SPLC is in possession of that depicts horrible events by OPP employees that policy was flagrantly violated by OPP employees
It would shake $\frac{18}{25}$ the Court.

Page 24 Item 5 "Suicide Protectors"

There needs to be specific verbiage as to individuals housing of suicides / homicidal inmates to prevent OPP employees ~~to~~ from merely throwing all inmates into one tiny cell.

In 2011, I was placed in a 6' x 8' ft. cell (size of king size bed) with no toilet, bed or running water. At one point, there were 8 other inmates on suicide watch sharing this same tiny cell sleeping on top of each other.

There needs to be a specific provision submitted into this agreement to prevent this behavior by OPP employees in the future.

Additional Provisions

There needs to be an additional provision mechanism added to settlement agreement that engages a capacity clause inmate/staff ratio based on need, that transfers Mental Health problems OPP cannot adequately / immediately address by transferring said inmates to outside mental health facilities.

This is done in several jails and institutions I been in. And prevents problems due to overload,

Page 31 Item (d)(1)(a) Section.

As previously described on Page 8
Item 3 of this filing, Preventive protocols
need to be specifically implemented to prevent
falsification of records - Or - intentional ~~fraud~~ ^{tricking}
or subversion of lawful inspections.

Environmental Conditions

There needs to be specific timelines in
this proposal for correcting Environmental deficiencies
within inmate housing areas. With additional specific
verbiage banning inmate habitation of housing areas
in deficient status.

Inmates have languished for years
being subjected to such inhumane living conditions
that a common person wouldn't subject their
family pet to. To prevent this in the future
the Settlement Agreement must contain provisions
detailed in this section of this filing.

It closes the door to abuse by OPP
employee's housing inmates in uninhabitable conditions
which has been a major problem in the past.
while Defendants had full knowledge, and did nothing to
adequately correct the problem(s).

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Page 40 Section "D"

The Provision of SPLC and DOJ providing "7 days notice" prior to entering OPP jails leaves open a door to abuse and subsequent cover-up of activities that violate conditions of Settlement. This time-frame for prior NOTICE needs to be shortened dramatically.

Defendants own track record support changes in this provision prior to settlement proceeding.

Page 41 Provision (G) Sentence 2

"The monitor shall not testify in any other litigation or proceeding with regards to any acts or omission of Defendant or Defendants Agents - - -

This Provision needs to be removed from Agreement as it allows for Defendants to conceal or otherwise hide any future Unconstitutional, Criminal, or other abuses committed by Defendants either in violation this Dissort Decree - Or - other future litigation should the Defendants embark on further Unconstitutional behavior in the future.

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An additional provision needs to be added to this Section and agreed on by Defendants prior to Settlement that lays specific terms in which Defendants will be personally held accountable should it be determined any future acts that breach the agreement were done with willful, wanton, malicious, or premeditated intent.

This is particularly necessary otherwise there is no incentive to the Defendants to make a **GOOD FAITH EFFORT** to follow the Agreement.

To illustrate this point, The very fact that Defendants forced Plaintiffs to sue merely as a means to get these Law Enforcement Officers to follow the Law themselves provides grounds within itself for this particular additional provision to be added as a part of said agreement prior to final Judgment being entered.

Additionally

I. The use of "keep on person" (KOP) medication needs to be discontinued altogether, As not only does it lead to Assaults, robbery and other safety issues for both staff and inmates.

It additionally has caused a situation of laziness by medical personal, where-in it removes the necessity of staff to make their daily rounds, But Instead has provided opportunity for nurses to only appear on pill pass day and simply sign off on daily log sheets that they performed their daily rounds when in fact they have not, leaving inmates languishing without needed medical care - Or - ability to submit 'Medical Requests' for timely medical services or emergencies.

This specific provision needs to be inserted into said Settlement Agreement to prevent future abuse by OPP staff, and medical personnel.

II -- As a foot note, Since my entrance to LoDOC I have been placed back on my psych med's (Remeron 45 mg), While it is not a cure-all, by itself, It has greatly helped.

It also along with this filing illustrate that Mental Illness is not Mental Retardation even though society

In Closing

While this Settlement proposal is a very good starting point, it lacks the necessary provisions detailed here-in that will help ensure successful implementation of the badly need changes that OPP lacks.

This lawsuit finds all parties, as well as this Court, in an awkward, But UNIQUE position, in affording these operational changes.

With UNIQUE being the opportunity for the Defendant(s) to turn a completely broken operation, And turning^{ing} it into a shining example that the Nations Pelelogical communities could look to for guidance.

But only if the Defendants chase too.

Therefore, I believe this Court should ORDER both parties to make the additional provisionial change's to the Settlement agreement prior to accepting the proposal and entering Final Judgement.

Thank-you.

Dated this 13 day of February, 2013

Mark E. Walker

Mark E. Walker LADOC 550507
OPP # 2305710
Named Plaintiff
Pro-Se

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CERTIFICATE OF SERVICE

I do here certify that on 13 day of February, 2013, a copy of the below stated documents was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent by the operation of the Courts electronic filing system. I also certify that a copy of the foregoing will be sent to non-CM/ECF participants by U.S. Mail, addressed and postage pre-paid by placement in the Federal Mailbox at LSP, Angola, La.

Statement of Documents filed and sent

- Filing of "Consent, Objections, Comments" CV-2:12-00859
- Exhibit(s) A - Letter from Rossby Law Firm

CC: Hard Copies to: City of New Orleans
Southern Poverty Law Center
J. Letter, Fed ~~Dept~~ Dept of Justice

Mark E. Walker 550507

Mark E. Walker 550507
Plaintiff
Pro-Se,

CC: Freeman, Rudolph, Mathaus; - pmathaus@uwm law.com
estevers@uwm law.com
trichards@uwm law.com

Exhibit
A



ROSSBERG LAW OFFICE, L.L.C.

Sunday Z. Rossberg
417 Central Avenue, Suite 2A
Great Falls, MT 59401
Phone: (406) 454-0080
Facsimile: (406) 454-1181

February 11th, 2009

John Doe
Attorney at Law
c/o Mark Walker, 2170626
Orleans Parish Prison
New Orleans, LA 70119

In Re: Mark E. Walker

To Whom It May Concern:

I have previously represented Mr. Walker a few years ago in a post conviction proceeding against Montana State Prison. The Court found that Mr. Walker does suffer from mental health issues.

In any case, I am not sure whether or not the Louisiana Court can take Judicial Notice. However, you can retrieve the Montana Court Order by following these steps:

- 1) Go to <http://courts.mt.gov/supreme/default.asp>;
- 2) Click the Opinions Tab;
- 3) Click the Search by Party Name;
- 4) Type Walker in the Name box;
- 5) Click Search;
- 6) Scroll down to Walker v. State; Supreme Court Case No: 01-528;
MT Citation: 2003 MT 134; Decision Date: 01/29/03.

Mr. Walker has been given duplicate copies of his file and psych records which are contained in seven or eight boxes. Due to my present caseload, my office does not have 8 to 10 hours to research these closed files for records already given to Mr. Walker on a pro bono basis. However, I am more than willing to assist you anyway I can. Furthermore, I would ask that you reimburse my office for any fees and costs. My hourly rate is \$ 140.00 per hour and my assistant's rate is \$ 70.00 per hour.

If you do have any questions or concerns, please do not hesitate to contact me.

Thank you.

Sincerely,

ROSSBERG LAW OFFICE, L.L.C.

Sunday Z. Rossberg
(dictated but not read)

cc. Mark Walker