

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

**ANAS A. DOWL**, inmate  
#345639, and

**ERNEST A. JACOBSSON**,  
inmate #403566,

Plaintiffs,

v.

**Dean Williams**, Commissioner,  
Alaska Department of  
Corrections<sup>1</sup>

Defendant

No. 3:18-cv-0119-HRH

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**MEMORANDUM IN SUPPORT OF MOTION TO ENFORCE  
SETTLEMENT AGREEMENT**

William Gary, Tristan Grant, and Clarence Taylor (the “Third-Party Beneficiaries”), by and through their attorneys, the American Civil Liberties Union of Alaska Foundation, hereby move to enforce the Settlement Agreement in the above-captioned case, which requires the Alaska Department of Corrections to honor the religious freedom rights of incarcerated people of the

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<sup>1</sup> Jen Winkelman is now Commissioner of Alaska Department of Corrections, not Dean Williams. Pursuant to Civil Rule 25(d), Ms. Winkelman should be substituted. But in the interest of clarity for this first filing, counsel is using the name on the caption from the Judgment.

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Muslim faith by providing adequate accommodations to people who want to observe Ramadan.

### I. Jurisdiction

The Court issued Judgment in this case on September 6, 2019. Dkt. 63. In the Judgment, the Court approved the settlement agreement (the “Settlement Agreement” or “Agreement”) that was executed by the parties on September 3, 2019 and filed with the court on September 5, 2019. Dkt. 62-1. The Judgment ordered the parties to “execute the terms of their Settlement Agreement” and adopted those terms “as a full and complete resolution” of all parties’ claims. Dkt. 63. The Court dismissed the case with prejudice but ordered that “jurisdiction of this case is retained for purposes of enforcing the terms of the Settlement Agreement.” Dkt. 63.

“When a court’s order dismissing a case with prejudice incorporates the terms of a settlement agreement, the court retains ancillary jurisdiction to enforce the agreement because a breach of the incorporated agreement is a violation of the dismissal order.” *Kelly v. Wengler*, 822 F.3d 1085, 1094 (9th Cir. 2016) (citing

*Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 380–81 (1994)).

The Court’s order dismissing this case with prejudice explicitly incorporated the terms of the Settlement Agreement. Under *Kelly v. Wengler*, any violation of the Settlement Agreement is a violation of this Court’s Judgment ordering the parties to comply with its terms. *Id.* Therefore, this Court has ancillary jurisdiction to enforce the Settlement Agreement “to manage its proceedings, vindicate its authority, and effectuate its decrees.” *Id.*

## II. Background

### a. Plaintiffs sued Department of Corrections for interfering with their ability to observe Ramadan.

Plaintiffs Anas Dowl and Ernest Jacobsson filed this suit against Dean Williams, then Commissioner of the Alaska Department of Corrections (“DOC”), in his official capacity, and various other DOC employees, on May 22, 2018. Dkt. 1. Plaintiffs practice Islam and, at the time of filing, were both incarcerated at Anchorage Correctional Complex (“ACC”). Dkt. 1 at ¶¶ 9–10. Their complaint alleged that DOC was interfering with their ability to fast from sunrise to sunset during the Muslim holy month of

Ramadan by denying them sufficient food during non-fasting hours. Dkt. 1 at ¶¶ 27–52.

Islam requires its adherents to abstain from eating and drinking from sunrise to sundown every day during the month of Ramadan. Dkt. 1 at ¶ 43. DOC was refusing to provide enough food to Muslim inmates for dinner after the fast. Dkt. 1 at ¶¶ 33–35. DOC provided other inmates with meals constituting between 2,600 and 2,800 calories per day, but Muslim inmates observing Ramadan were only given about 500 to 1,100 calories per day. Dkt. 1 at ¶¶ 33–35. Plaintiffs alleged that the Defendants’ actions unconstitutionally forced them to choose between following their religious beliefs and receiving a menu that met minimum nutritional standards. Dkt. 1 at ¶ 102.

Plaintiffs sought declaratory and injunctive relief under the First, Eighth and Fourteenth Amendments, the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), and 42 U.S.C. § 1983. Dkt. 1 at ¶ 21. They asked this Court to require DOC to provide them a balanced and sufficient diet during Ramadan. Dkt. 1 at pg. 28.

**b. The Settlement Agreement requires DOC to remove barriers to Ramadan observance.**

On September 3, 2019, the parties reached a Settlement Agreement, which they filed with this Court on September 5, 2019. Dkt. 62-1. In Term (3) of the Settlement Agreement, DOC agreed to provide two hot meals every day between sunset and dawn to Muslim inmates fasting during Ramadan. Dkt. 62-1 at pg. 3. Term (2) says those meals must total a minimum of 3,000 average daily calories. Dkt. 62-1 at pg. 3. Term (5) requires DOC to keep a daily log tracking all meals that Muslim inmates are given during Ramadan. Dkt. 62-1 at pg. 3.

Term (1) requires DOC to allow inmates to request Ramadan meal accommodations (i.e. inclusion on the “Ramadan List”) “at any time prior to and during Ramadan” and to “fulfill said requests within one business day.” Dkt. 62-1 at pg. 3. Term (4) prohibits DOC from removing any inmate from the Ramadan meal list “for not participating in other religious accommodations or services, for disciplinary reasons, or for any other reason.” Dkt. 62-1 at pg. 3.

In Section 5 of the Settlement Agreement, the parties agreed “that the Court should retain jurisdiction over this Settlement Agreement.” Dkt. 62-1 at pg. 5. Section 4 of the Agreement, titled

“Enforcement of Terms,” says, “Plaintiffs, along with all individuals who are impacted by terms of this agreement, may enforce this agreement as third-party beneficiaries and/or intended beneficiaries.” Dkt. 62-1 at pg. 5. Parties must make a good faith effort to resolve violations of the Agreement before filing a motion with the Court to enforce it. Dkt. 62-1 at pg. 5.

**c. DOC violated the Settlement Agreement during Ramadan 2024.**

Last year, before Ramadan began, DOC told inmates at Anchorage Correctional Complex that they could sign up with the kitchen for meal accommodations during Ramadan. Exhibit 1 (affidavit of William Gary) at ¶ 5. Many inmates signed up to be included on the Ramadan list. Exhibit 1 at ¶ 5. Then, DOC told inmates who had signed up that they would have to move to a different housing module for the entire month. Exhibit 1 at ¶ 6. DOC told inmates that if they refused to move, they would be removed from the Ramadan list. Exhibit 1 at ¶ 6. In other words, DOC presented inmates with a choice: either pick up and move for a month, or forgo Ramadan meals. Some decided to move. Exhibit 2 (affidavit of Clarence Taylor) at ¶ 7. Others did not, and DOC

removed them from the Ramadan list. Exhibit 1 at ¶¶ 7–9; Exhibit 3 (affidavit of Tristan Grant) at ¶¶ 6–7.

The inmates who decided to move were placed together in a housing unit called F Mod or Fox Mod. Exhibit 2 at ¶ 7. At that time, Fox Mod housed workers, and inmates who needed to be in “protective custody” apart from the general population for safety or other reasons. Exhibit 2 at ¶ 8. Dinner after a day of fasting in the “Ramadan mod” in 2024 was typically prison dinner trays that had been left sitting out and were cold. Exhibit 2 at ¶ 9. The food was often insufficient: Clarence Taylor spent Ramadan 2024 in the isolated “Ramadan mod” and when he finished eating his cold dinner to break his all-day fast, he was usually still hungry. Exhibit 2 at ¶ 9.

**d. DOC is currently violating the Settlement Agreement during Ramadan 2025.**

This year’s Ramadan procedures at ACC were first outlined in a document distributed to some inmates titled “2025 Request to be placed on Ramadan contract” (the “Form”). Exhibit 4. The Form lays out “guidelines” for Ramadan meal accommodation at ACC this year and begins by misstating when Ramadan begins. Exhibit 4. It announces that in DOC facilities “Ramadan begins Sunday

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February 28th, 2025 and goes through Sunday March 30th, 2025.”

Exhibit 4. In fact, Ramadan began at sundown on *Friday* February 28, 2025.

The guidelines in the Form read as follows:

1. All Ramadan participants (excluding inmates housed in a Special Housing Unit) will be housed in the same module. Dependent on the needs of the facility, the designated housing unit may be in Anchorage Correctional Complex East or Anchorage Correctional Complex West.
2. A signed *kitchen contract* stating that you want to receive Ramadan meals must be submitted by 17:00 on February 27, 2025.
3. Participants will only receive Ramadan meals.
4. Those who have transferred from another DOC facility will be permitted to observe Ramadan if they were already signed up for it at their previous facility.
5. If you elect to no longer observe Ramadan, you will not be permitted to be reinstated.
6. Upon self-discontinuation, or at the completion of Ramadan, you will be returned to a general housing unit, at the discretion of Security, within the building you were originally assigned.
7. Newly incarcerated inmates who are remanded between February 28<sup>th</sup>, 2025, and March 30<sup>th</sup>, 2025 must inform security staff of their intent to observe Ramadan upon remand.

Exhibit 4. At the top of the Form, there are spaces for inmates to fill in their name, inmate number, current building, and mod.

Exhibit 4. At the bottom of the Form is a line for the inmate’s

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signature and a “verifying signature” from another person. Exhibit 4.

Undersigned counsel for the Third-Party Beneficiaries contacted DOC on February 14, 2025, reminding DOC of its obligations under the Settlement Agreement and the ways in which the procedures outlined in the 2025 Form did not comply with those obligations. Exhibit 5. DOC did not respond, so counsel contacted DOC again on February 26, 2025. Exhibit 6. In response, DOC sent counsel an updated version of the Form, this time titled “2025 Ramadan contract” (the “Revised Form”). Exhibit 7. The Revised Form attempts to address some of the problems with the initial Form. It correctly identifies the day Ramadan began this year. Instead of saying that inmates observing Ramadan will be required to move, the Revised Form says that moving “may become necessary.” Exhibit 7.

The Revised Form omits the February 27 deadline to sign up for Ramadan meals. However, the Revised Form still says, “If you elect to no longer observe Ramadan, you will not be permitted to be reinstated this year.” Exhibit 7. It is unclear if DOC circulated the Revised Form to Muslim inmates. For example, Clarence

Taylor, a Muslim inmate in ACC East Delta Mod, reports that as of March 3, the original 2025 Form was still on a Correctional Officer's desk in his mod, and no one had shown him the Revised Form. Exhibit 2 at ¶ 13.

Although the Revised Form said a forced move may not be necessary, DOC went ahead and forced Muslim inmates to move for Ramadan meals anyway. In the evening of February 28, 2025, Ramadan was just beginning, and ACC inmates who had signed the Form were ordered to pack up their stuff and prepare to move to a mod in ACC West, also known as Cook Inlet Pretrial. Exhibit 2 at ¶ 13; Exhibit 1 at ¶ 13; Exhibit 3 at ¶ 11. This forced move is causing harm to the Third-Party Beneficiaries, two of whom moved to the Ramadan mod and one of whom refused.

#### **i. Tristan Grant**

Tristan Grant, an inmate at ACC who practices Islam, signed up for Ramadan meals this year and was therefore moved to the "Ramadan mod" in Cook Inlet Pretrial. Exhibit 3 at ¶¶ 9–11. On February 28, 2025, right before the move, he packed up his personal belongings in his cell. But as of Monday March 3, 2025, he was still waiting for DOC to bring him most of his belongings.

Exhibit 3 at ¶ 11. He was still missing various personal hygiene items, including his toothbrush, and was also missing legal paperwork that he needed to review before a court hearing on Wednesday March 5, 2025. Exhibit 3 at ¶ 11. As of Monday March 3, some meals in the 2025 Ramadan mod have been small and some meals have been cold or room temperature. Exhibit 3 at ¶ 11.

Hydration has been a struggle for Mr. Grant in the Ramadan mod. Because his drinking cup was with his personal property that he packed before moving and DOC had not yet returned it, Mr. Grant did not drink water during breakfast or dinner on Saturday March 1; DOC finally gave him his cup once dinner after the fast was already over. Exhibit 3 at ¶ 11. Mr. Grant reports that Ramadan has been so stressful this year because of the forced move and inconsistent meals that he is considering going back to his original mod and observing Ramadan on his own without accommodations, though he's not sure he will be able to feed himself adequately. Exhibit 3 at ¶ 11.

## ii. William Gary

William Gary signed up for Ramadan meals at ACC in 2025. Mr. Gary has significant medical needs, and DOC's requirement

that he change mods for Ramadan is severely and negatively impacting his health. He had surgery for hemorrhoids at Alaska Regional Hospital on February 27, 2025. Exhibit 1 at ¶ 13. He returned to ACC that same day, to the medical segregation unit. Exhibit 1 at ¶ 13. On February 28, he was moved to an “ADA cell” in his regular mod, which has accommodations for people recovering from surgery. Exhibit 1 at ¶ 13. As part of his post-surgery instructions, Mr. Gary’s doctor at the hospital told him to do a “sitz bath”—i.e. to soak his anus in a bucket of clean water three times per day—to keep his surgical wound clean. Exhibit 1 at ¶ 13. The doctor also told him to do a sitz bath and shower after each bowel movement. Exhibit 1 at ¶ 13. The ADA cell in Mr. Gary’s mod ha its own shower, and he was given a bucket that fits in the bowl of the toilet for him to fill with clean water and sit on to soak. Exhibit 1 at ¶ 13.

Conditions have been significantly worse for Mr. Gary in the Ramadan mod. He was placed in a regular non-ADA cell in the Ramadan mod with no shower. Exhibit 1 at ¶ 13. The toilet in his new cell is too small to fit the sitz bath bucket, so he cannot soak his wound. Exhibit 1 at ¶ 13. When the Ramadan mod was placed

on lockdown for a few hours beginning 8am on March 3, Mr. Gary had no way to clean himself after defecating because he could not soak or access the showers. Exhibit 1 at ¶ 13. His wound is actively bleeding. Exhibit 1 at ¶ 13. His cell in the Ramadan mod is upstairs and it is painful for him to walk at all, let alone repeatedly up and down stairs for medications and food. Exhibit 1 at ¶ 13.

Mr. Gary has submitted Requests for Information (“RFIs”) detailing the urgency of his situation and the blood in his stool. Exhibit 8 (William Gary’s RFIs from March 1 and March 2). Nevertheless, since he returned from the hospital on February 27 until at least noon on March 3, DOC had not brought Mr. Gary to see any medical professional. Exhibit 1 at ¶ 13. Mr. Gary is struggling mightily with an increasingly painful choice: either follow the doctor’s post-surgery instructions or observe Ramadan. By forcing him to move to the Ramadan mod for meals, DOC is not permitting him to do both.

### **iii. Clarence Taylor**

Clarence Taylor was removed from the Ramadan list and denied meals because he did not want to move. He signed up for Ramadan meals this year. Exhibit 2 at ¶ 12. He did not want to

move because moving is disruptive and stressful, making it extremely difficult for him to observe Ramadan. Exhibit 2 at ¶ 11. He knows this because he was forced to move for Ramadan 2024. Exhibit 2 at ¶¶ 7–9. Property often gets confiscated during moves between mods. Exhibit 2 at ¶ 11. But he felt coerced to sign the Form because DOC told him this was the only way to get Ramadan meals. Exhibit 2 at ¶¶ 11–12.

On the evening of February 28, DOC ordered Mr. Taylor to pack up his belongings to move to a new mod. Exhibit 2 at ¶ 13. He told a Correctional Officer, known to inmates as Sergeant “Blue,” that the Settlement Agreement mandates he cannot be removed from the Ramadan list for not moving. Exhibit 2 at ¶ 13. Sergeant “Blue” advised Mr. Taylor that if he truly believes in Islam, it should not matter where he is housed for Ramadan. Exhibit 2 at ¶ 13. Mr. Taylor was told on Friday February 28 that it was his “last chance,” and that if he wanted to stay in his mod, he must write an RFI saying that he will forgo Ramadan meals. Exhibit 2 at ¶ 13. Mr. Taylor signed an RFI to that effect under duress, because DOC told him that Ramadan meals were contingent on him moving. Exhibit 2 at ¶ 13.

Because he did not move, Mr. Taylor was removed from the Ramadan list and is being denied meal accommodations. Exhibit 2 at ¶ 13. To feed himself after fasting, he has been taking meal trays during the day and saving them until after the fast is over. Exhibit 2 at ¶ 13. He has no microwave or oven in his cell or mod to heat the food up. Exhibit 2 at ¶ 13. He has no refrigerator or freezer, so he is afraid he will get a food-borne illness if he spends an entire month eating food that's been sitting out all day at room temperature. Exhibit 2 at ¶ 13. The stress of this experience has made it extremely difficult for Mr. Taylor to observe Ramadan so far this year. Exhibit 2 at ¶ 13.

DOC has neither shown Mr. Taylor the Revised Form nor told him that he can still sign up for Ramadan meals at any point during Ramadan. Exhibit 2 at ¶ 13. Instead, Mr. Taylor was told on Friday February 28 that it was his "last chance" to sign up for Ramadan meals.

### **III. Discussion**

As these experiences illustrate, DOC's system for determining who receives Ramadan meals at ACC violates the settlement agreement.

**a. Requiring inmates to move in exchange for Ramadan meals violates Term (4).**

Term (4) of the Settlement Agreement says:

(4) DOC officials are prohibited from removing Muslim inmates from the Ramadan List for not participating in other religious accommodations or services, for disciplinary reasons, or for any other reason.

Dkt. 62-1 at 3. In 2024, DOC had inmates sign up for the Ramadan List and then informed them they would be removed from the list unless they moved. Exhibit 2 at ¶¶ 6–7. This year, DOC told Muslim inmates from the outset that they will only get Ramadan meal accommodations if they move. Exhibit 4. DOC’s Revised Form says inmates “may” be required to move, but DOC did in fact require inmates to move for meals this year. Exhibit 1 at ¶ 13; Exhibit 2 at ¶ 13; Exhibit 3 at ¶ 11.

Conditioning Ramadan meals on moving violates the Settlement Agreement’s prohibition on removing inmates from the Ramadan list “for not participating in other religious accommodations” or “for any other reason.” Clarence Taylor is the clearest example. Mr. Taylor filled out the Form for Ramadan meals before the February 27 deadline. Exhibit 2 at ¶ 12. On February 28, when he refused to move, DOC removed him from



the Ramadan list and is now refusing to give him Ramadan meals. Exhibit 2 at ¶ 13.

Telling inmates that they must move for meals is the same as telling them that they will be removed from meal list if they don't move. That is why Mr. Grant and Mr. Gary feel pressure to stay in the Ramadan mod—they know that if they leave, they will be removed from the Ramadan list and will get no Ramadan meals. Because of this pressure, Mr. Grant is suffering without consistent food and his personal property, Exhibit 2 at ¶ 11, and Mr. Gary is suffering without the medical attention he needs after his surgery last Thursday. Exhibit 1 at ¶ 13. By conditioning Ramadan meals on moving, DOC is causing Mr. Gary great pain.

An inmate might prefer not to move to a new housing unit for the month of Ramadan for any number of other reasons. Mr. Gary, Mr. Grant, and Mr. Taylor all report that moving in jail is disruptive and stressful and interferes with their Ramadan observance. Exhibit 1 at ¶ 8; Exhibit 3 at ¶ 6; Exhibit 2 at ¶ 11. Moving also poses various risks to inmates, including losing personal property and valuable in-custody jobs tied to their mods. Last year, Mr. Gary refused to move for Ramadan because he did

not want to lose his job in his mod that provided him important income and helped him improve his custody status within DOC. Exhibit 1 at ¶ 7.

Segregating Muslim inmates into one housing unit can also pose security risks—for the Muslim inmates being segregated and now easily targeted, and for inmates already housed in the designated Ramadan mod. DOC’s system functionally allows any inmate to be housed with practicing Muslim inmates for a month, potentially subjecting Muslim inmates to harassment or abuse. Segregating Muslim inmates into Fox Mod in particular risked the appearance that Muslim inmates need protective custody for some reason, potentially endangering them upon return to their original mod. Exhibit 2 at ¶ 16.

But these reasons notwithstanding, Muslim inmates do not bear the burden to explain why they prefer not to move for Ramadan. The Settlement Agreement says DOC may not remove people from the Ramadan list “for not participating in other religious accommodations”—which presumably includes housing accommodations—or “for any other reason.” By forcing Muslim inmates under duress to sign a purported “contract” to move or else

forgo Ramadan meals, DOC creates a mechanism for removing inmates from the Ramadan list—which the Settlement Agreement forbids no matter the reason. This violates Term (4).

**b. Setting a deadline for inclusion on the Ramadan list violates Settlement Agreement Term (1).**

Term (1) of the settlement agreement says:

(1) Although DOC policy provides for a pre-Ramadan period for inmates to ask for inclusion on the “Ramadan List” to receive the Ramadan diet, inmates may request to be included on the Ramadan List at any time prior to and during Ramadan. DOC will fulfill said requests within one business day.

Dkt. 62-1 at pg. 3. DOC is violating this term. To receive Ramadan meal accommodations this year, DOC required inmates to sign the initial Form requesting Ramadan meals before “17:00 on February 27<sup>th</sup>, 2025.” Exhibit 4. According to the Form, after this deadline, only inmates who are remanded during Ramadan may sign up. Exhibit 4. DOC sent counsel a Revised Form that omits this deadline on February 27. Exhibit 7. If DOC was adhering to the guidelines on the Revised Form, it should have told Clarence Taylor that he can sign up for Ramadan meals at any time. Instead, on February 28, the day after sending counsel the Revised Form, DOC told Mr. Taylor that it was his “last chance” to sign up for Ramadan meals. Exhibit 2 at ¶ 13.

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The Settlement Agreement requires DOC to allow inmates to request Ramadan accommodations “at any time prior to or during Ramadan.” Dkt. 62-1 at pg. 3. By telling Clarence Taylor that Friday February 28 was his “last chance” to sign up, DOC is preventing him from requesting Ramadan meals “at any time prior to or during Ramadan.” This violates Term (1).

**c. Forbidding inmates from signing back up for Ramadan meals violates Terms (1) and (4).**

DOC is violating Terms (1) and (4) by forbidding inmates from signing back up for Ramadan meals if they drop off the list. Both the original Form and the Revised Form say, “If you elect to no longer observe Ramadan, you will not be permitted to be reinstated.” Exhibit 4 and Exhibit 7.

Term (4) forbids DOC from removing people from the Ramadan List for any reason. Dkt. 62-1 at pg. 3. And Term (1) requires DOC to allow inmates to sign up for Ramadan meals at any time during Ramadan. Dkt. 62-1 at pg. 3. An inmate might choose to skip some days of fasting for any number of reasons or might initially decide not to fast but then change their mind. Either way, the Settlement Agreement requires DOC to allow them to sign back up during Ramadan and to fulfill those requests

within one business day. By making Ramadan observance an all or nothing proposition, DOC is violating terms (1) and (4) of the Settlement Agreement.

**IV. Counsel for the Third-Party Beneficiaries tried to resolve these issues before Ramadan began.**

Counsel for the Third-Party Beneficiaries made good faith efforts to resolve these issues before filing this Motion. Counsel sent a letter to DOC Commissioner Jen Winkelman on February 14, 2025, two weeks before Ramadan began, to remind DOC of its obligations under the Settlement Agreement. Exhibit 5. DOC did not respond to this letter.

Counsel again emailed Commissioner Winkelman on February 26, 2025. Exhibit 6. Counsel received an email response from DOC through Betsy Holley, Special Assistant to the DOC Commissioner, on February 27, 2025. Exhibit 9. The email attached the Revised Form which says that DOC “may” require Muslim inmates to move “[d]epending on the number of participants we see this year.” Exhibit 7. Nevertheless, DOC went ahead and forced ACC inmates to move for meals.

The Settlement Agreement requires parties to make a good faith effort to resolve any issues arising under the Settlement

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Agreement before filing a motion to enforce it. The Third-Party Beneficiaries, struggling to practice Islam at ACC, complied with this requirement, hoping for a quick informal resolution before Ramadan. But DOC has left these three men no choice but to ask this Court to enforce its order.

## V. Prayer for relief

William Gary, Tristan Grant, and Clarence Taylor request that this Honorable Court grant their Motion and enter an Order awarding the following relief:

1. A declaratory judgment finding that:
  - a. DOC's approach to Ramadan meal accommodations at Anchorage Correctional Complex in 2025 violates the Settlement Agreement that DOC agreed to in 2019.
  - b. DOC's requirement that inmates sign up for Ramadan meals by a deadline violates Term (1) of the Settlement Agreement.
  - c. DOC's requirement that inmates move in order to receive Ramadan meal accommodations violates Term (4) of the Settlement Agreement.

- d. DOC's prohibition on inmates signing back up for Ramadan meals once they've come off the Ramadan list violates Terms (1) and (4) of the Settlement Agreement
2. An injunction that:
    - a. Requires DOC to provide Ramadan meal accommodations to inmates in place, without requiring them to move to a different housing unit.
    - b. For inmates who were already forced to move, requires DOC to allow them to move back to the housing unit they moved from, provide Ramadan meal accommodations there, return all personal property they had before the move, and restore any mod jobs they had.
    - c. Requires DOC to provide at least two hot meals to inmates between sunset and sunrise, totaling 3000 average daily calories.
    - d. Requires DOC to provide counsel for the Third-Party Beneficiaries a copy of the Ramadan meal log from each facility since the Settlement Agreement went into

effect, including the logs from 2025 in each facility once Ramadan is over.

- e. Puts Defendants on notice that similar future violations may be considered contempt of court.
3. An award of attorneys' fees, costs, and expenses of this Motion;<sup>2</sup> and,
  4. Such other and further relief as the Court may deem just and proper.

DATED March 5, 2025

Respectfully submitted,

**American Civil Liberties Union of  
Alaska Foundation**

/s/ Ruth Botstein

Ruth Botstein, Alaska Bar No. 9906016  
Doron Levine, Alaska Bar No. 2101002  
(District Court Admission  
forthcoming)

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<sup>2</sup> See *K.C. ex rel. Erica C. v. Torlakson*, 762 F.3d 963, 968–71 (9th Cir. 2014) (holding that district court had ancillary jurisdiction over request for attorney fees associated with monitoring implementation of a settlement agreement); *Kelly v. Wengler*, 822 F.3d 1085, 1098–1105 (9th Cir. 2016) (discussing award of attorney fees associated with contempt proceedings alleging that a private prison contractor violated a settlement agreement).



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