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18 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

19 EVERETT JEWETT, LEGAL SERVICES
FOR PRISONERS WITH CHILDREN,
20 GLEN HAROLD EVERETT, MICHAEL
DONALD ACKLEY, HAROLD
21 ROBERT MARQUETTE, on behalf of
themselves and all others similarly
22 situated,

Plaintiffs,

23 v.

24 SHASTA COUNTY SHERIFF'S
DEPARTMENT, a public entity; TOM
BOSENKO, as Sheriff of the Shasta
25 County; SHASTA COUNTY, a public
entity; and CALIFORNIA FORENSIC
26 MEDICAL GROUP, INC. a private entity;
and DOES 1 through 25, in their
27 individual capacities,

Defendants.

Case No. 2:13-cv-0882 MCE AC (PC)

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR ORDER: (1) GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; (2) GRANTING
CERTIFICATION OF SETTLEMENT
CLASS; (3) DIRECTING NOTICE TO
THE CLASS; AND (4) SETTING DATE
FOR FAIRNESS HEARING**

Date: February 22, 2018

Time: 2:00 p.m.

Dept.: Courtroom 7, 14th Floor

Judge: Hon. Morrison C. England, Jr.

Date Filed: May 6, 2013

Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 22, 2018, or as soon thereafter as the matter may be heard before the Honorable Judge England, Plaintiffs Everett Jewett, Legal Services for Prisoners with Children, Glen Harold Everett, and Michael Donald Ackley and Defendants Shasta County Sheriff's Department, Tom Bosenko, as Sheriff of the Shasta County, and California Forensic Medical Group will and hereby do move this Court for an order Granting Preliminary Approval of Class Action Settlement; (2) Granting Certification Of Settlement Class (3) Directing Notice to the Class; and (4) Setting date for Fairness Hearing. This motion is based on Rule 26(e) of the Federal Rules of Civil Procedure, and is supported by this Notice of Motion and Motion, the Memorandum of Points and Authorities below, the Declaration of Taylor Gooch filed herewith and the exhibit attached thereto, the papers and pleadings on file in this action, and such other oral and documentary evidence as may come before the Court upon the hearing of this matter.

Dated: November 28, 2017

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By: /s/ Steven P. Ragland
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Case No. 2:13-cv-0882 MCE AC (PC)

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF JOINT
MOTION FOR ORDER: (1) GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; (2) GRANTING
CERTIFICATION OF SETTLEMENT
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Everett Jewett, Glen Harold Everett, Michael Donald Ackley, and Legal Services for Prisoners with Children (collectively, “Class Representatives”), on behalf of themselves and the Settlement Class¹ (together, “Plaintiffs”), and Defendants Shasta County (“County”), Shasta County Sheriff’s Department (“Sheriff’s Department”), Tom Bosenko as Sheriff of the Shasta County (together, the “County Defendants”) and the California Forensic Medical Group (“CFMG”) (collectively, “Defendants”) have reached a proposed Settlement Agreement² (“Settlement Agreement”) that provides extensive injunctive relief to a class of people with mobility disabilities who are now or will be held at Shasta County Jail.

Under the Settlement Agreement, the County must contract with a Joint Accessibility Expert to conduct a full inspection and assessment of the Shasta County Jail (“Jail”) facilities, including those areas controlled by CFMG, and identify all areas not in compliance with Accessibility Standards regarding mobility disabilities. The County will then make all of the Joint Accessibility Expert’s recommendations for barrier removal and/or remediation. The Joint Accessibility Expert will also evaluate all of the County and CFMG’s policies and procedures regarding mobility disabled inmates at the Jail. The Parties will then confer to discuss those recommendations and implementation of them. In addition, the Settlement Agreement calls for the hiring of an ADA coordinator who will oversee the Jail’s compliance with Accessibility Laws regarding mobility disabled inmates. And requires the County to change its existing grievance form to better identify requests that are related to a mobility disability. As a result of these provisions, the Parties expect that, within three years from the date of final approval of the Settlement Agreement, all of the barrier removals and/or remediation at the Jail will be complete,

¹ Unless defined herein, all capitalized terms have the definition given to them in the Settlement Agreement, including that Parties refers to the defendants, class representatives, and the settlement class and Mobility Disabilities means any impairment or medical condition that substantially limits a person’s ability to walk, ambulate, maneuver around objects and/or to ascend and/or descend steps or slopes as defined by Federal and state law. A person with a Mobility Disability may or may not use a wheelchair, scooter, crutches, walker, cane, brace, orthopedic device, or similar equipment or device to assist his or her navigation.

² The Settlement Agreement is attached as Exhibit A to the Declaration of Taylor Gooch in Support of Joint Motion for Preliminary Approval of Settlements (“Gooch Decl.”).

1 and all policies and procedures will be fully implemented.

2 The proposed Settlement Agreement is fair, adequate and reasonable. It satisfies all of the
3 criteria for preliminary settlement approval under Rule 23 of the Federal Rules of Civil
4 Procedure. Accordingly, the Parties ask the Court to: (i) preliminarily approve the settlement; (ii)
5 certify the proposed Settlement Class and appoint the Class Representatives as Settlement Class
6 Representatives and Plaintiffs' attorneys as Settlement Class Counsel; (iii) approve the proposed
7 form of the class notice and distribution plan; and (iv) set a fairness hearing.

8 **II. BACKGROUND**

9 On May 6, 2013, Plaintiff Everett Jewett commenced a civil action in *pro per* in the
10 United States District Court for the Eastern District of California, Case No. 2:13-cv-00882-MCE-
11 AC against Shasta County Jail, California Forensic Medical Group, and California Forensic
12 Medical Group medical director Dr. Austin, alleging, *inter alia*, that Defendants discriminated
13 against him because of his disability. Dkt. No. 01.

14 On June 2, 2016, the complaint was subsequently amended to include Plaintiffs Legal
15 Services for Prisoners with Children, Glen Harold Everett, Michael Donald Ackley, and Harold
16 Robert Marquette. Dkt. No. 65. The operative Fifth Amended Complaint alleges, *inter alia*,
17 claims under Title II of the Americans with Disabilities Act (42 U.S.C. § 12131, *et seq.*), Section
18 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, *et seq.*), and California Government Code
19 § 11135, *et seq.* Plaintiffs allege that Defendants have not and do not provide meaningful access
20 to people with mobility disabilities detained in the Jail.³ (*Id.*).

21 On April 4, 2017, the District Court granted Plaintiffs' motion for class certification
22 pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, certifying the following class:

23 All current and future detainees and prisoners at Shasta County Jail
24 with mobility disabilities who, because of their disabilities, need
25 appropriate accommodations, modifications, services, and [sic]
and/or physical access in accordance with federal and state
disability laws. (Dkt. No. 96).

26 The Parties have engaged in discovery regarding the policies and practices of Defendants,
27

28 ³ The complaint also contains individual claims for damages by Plaintiff Jewett which are not resolved by the Settlement Agreement.

1 the accessibility of the Jail, and the efforts of Defendants to comply with the ADA, Section 504,
2 and California Government Code Section 11135. Gooch Decl. ¶ 3.

3 The Settlement Agreement was reached through extensive good faith settlement
4 negotiations, under the supervision of Magistrate Judge Allison Claire. In total, the Parties
5 engaged in two in-person settlement conferences with Magistrate Judge Allison Claire on May
6 18, 2017 and August 10, 2017, multiple telephonic negotiation meetings, and multiple rounds of
7 written negotiations. *Id.*, ¶ 4.

8 **III. SUMMARY OF PROPOSED SETTLEMENT**

9 The proposed Settlement Agreement, attached in full as Exhibit A to the Declaration of
10 Gooch, includes the following negotiated and agreed-upon terms.

11 **A. Certification of the Settlement Class**

12 The Parties stipulate to a Settlement Class for injunctive relief under Rules 23(a) and
13 (b)(2) of the Federal Rules of Civil Procedure, defined as “all current and future detainees and
14 prisoners with a Mobility Disability, who at any time from May 6, 2011 through the Term who,
15 because of their disabilities, need appropriate accommodations, modifications, services, and/or
16 physical access at Shasta County Jail.” *See* Settlement Agreement, Part II.7. This definition does
17 not expand the class membership or legal claims that this Court has previously certified, but
18 rather clarifies the class definition to match the term of the Settlement Agreement. Because the
19 Class is certified under Rule 23(b)(2), no Class Member may opt out of any provisions of the
20 Settlement Agreement. *See* Settlement Agreement at III.3.1.

21 **B. Injunctive Relief**

22 **1. Accessibility Expert Assessment of Physical Access Barriers**

23 Under the Settlement Agreement, the County will contract with Sabot Consulting, a Joint
24 Accessibility Expert, to conduct a full site inspection and assessment of Jail facilities to identify
25 areas that do not comply with the federal or state standards. *See* Settlement Agreement at III.5.1.
26 The Joint Accessibility Expert will prepare a written report of their findings, detailing all physical
27 access barriers in the Jail regarding mobility disabled inmates as well as recommendations for
28 removal and/or remediation of all identified barriers. *Id.*

1 **2. Timeline for Removal and/or Remediation**

2 The County agrees to make all of the Joint Accessibility Expert's recommendations for
 3 removal and/or remediation of physical barriers in the Jail facilities with speed and diligence, and
 4 not later than three (3) years after receiving the Joint Accessibility Expert's written report. *See*
 5 Settlement Agreement, Part III.5.1. Within one (1) year after receiving the Joint Accessibility
 6 Expert's written report, the County agrees to replace combination toilet room fixtures with
 7 fixtures that provide required clearances per Accessibility Laws, install or relocate grab bars such
 8 that they are in compliance with Accessibility Laws, to install toilet seats to raise the seat height
 9 to the accessible range, replace telephone cords with accessible cords, and install accessible
 10 benches in the yards. *Id.*

11 **3. Expert Assessment of Policies and Procedures**

12 Pursuant to the Settlement Agreement, the County will contract with the Joint
 13 Accessibility Expert to conduct a full assessment of all Defendants' policies and procedures to
 14 ensure that all Settlement Class Members have and will continue to have access to all
 15 programming that non-mobility disabled inmates have in jail facilities. *See* Settlement Agreement
 16 at III.6. The Joint Accessibility Expert will detail its findings, including recommendations for
 17 modifications, if any, in a written report. *Id.* Defendants and Class Counsel shall meet and confer
 18 to discuss the Joint Accessibility Expert's recommendations and implementation. *See* Settlement
 19 Agreement at III.6.1.

20 **4. Jail Inmate Programs**

21 In addition to implementation of changes to policies and/or procedures pursuant to the
 22 report of the Joint Accessibility Expert, Settlement Class Members shall have access to all
 23 programs that non-mobility disabled inmates have in Jail facilities, including inmate work
 24 programs. *See* Settlement Agreement at III.6.2.1. Mobility Disabilities will not disqualify
 25 Settlement Class Members from participating in programs in which they are otherwise eligible to
 26 participate. *See* Settlement Agreement at III.6.2.2. Defendants agree that all programs, services
 27 and activities shall be offered in Accessible locations, including inmate work programs. *See*
 28 Settlement Agreement at III.6.2.3. Defendants agree that Settlement Class Members shall be
 treated as "inmate workers" for the purposes of program access. *See* Settlement Agreement at

1 III.6.2.4. Defendants agree that Settlement Class Members will be escorted, to the extent
 2 necessary, to any program in which they are otherwise eligible to participate, provided that
 3 program is available in the Jail in which the inmate is housed. *See* Settlement Agreement at
 4 III.6.2.5. Defendants further agree to notify Class Settlement Members of the programs available
 5 to them in writing. *See* Settlement Agreement at III.6.2.6.

6 **5. ADA Coordinator**

7 The County shall employ an ADA coordinator who will oversee the Jail's compliance
 8 with Accessibility Laws. *See* Settlement Agreement at III.7. The duties of the ADA Coordinator
 9 will include interfacing with staff to ensure accommodation of Class Members, review and
 10 investigation related to inmates' accommodation-related requests and grievances, monitoring of
 11 Mobility-Disability-related issues, and ensuring compliance with the Settlement Agreement and
 12 Accessibility Laws. *Id.*

13 **6. Accommodations**

14 Settlement Class Members shall receive reasonable accommodations when requested
 15 and/or when prescribed by CFMG, or its successor's, medical professionals. *See* Settlement
 16 Agreement at III.8. Information reflecting orders by CFMG, or its successor's, medical
 17 professionals for accommodations for Settlement Class Members shall be accessible to custody
 18 staff so that they may be implemented in housing areas. *Id.*

19 **7. Grievance Process**

20 The County shall change its existing grievance form to better identify requests that are
 21 related to a Mobility Disability. *See* Settlement Agreement at III.9.1. All such grievances shall be
 22 designated "ADA" grievances and receive additional review and monitoring. *See* Settlement
 23 Agreement at III.9.2. Specifically, the Jail's grievance process shall be amended such that if an
 24 ADA grievance is rejected at the second level of the grievance process, the grievance will be
 25 submitted to the ADA coordinator for review and the ADA coordinator will submit the grievance
 26 and denial of the grievance to Class Counsel within fourteen (14) days. Class Counsel may meet
 27 and confer with the ADA coordinator regarding the ADA grievance. *See* Settlement Agreement at
 28 III.9.3. During the term of the Settlement Agreement, any ADA grievance that is denied at the
 first level of review will be automatically appealed to the second level of the grievance process.

1 *Id.* ADA grievances will receive a response on the same timeline as required in the standard
2 grievance policy. *See* Settlement Agreement at III.9.4. Defendants will retain copies of all ADA
3 grievances for monitoring purposes. *See* Settlement Agreement at III.9.5.

4 **8. ADA Bill of Rights Leaflet**

5 The County, in consultation with the Joint Accessibility Expert, will create an ADA Bill
6 of Rights Leaflet to be available at the Jail and accessible by Class Members, informing Class
7 Members of their rights under Accessibility Laws. *See* Settlement Agreement at III.9.6.

8 **9. Identification and Tracking of Inmates with Disabilities**

9 In consultation with the Joint Accessibility Expert, Defendants shall design and
10 implement a system for identifying and tracking all inmates who are qualified individuals with
11 Mobility Disabilities. The County will also track the reasonable accommodations necessary for
12 qualified inmates with Mobility Disabilities to participate in the programs, services and activities
13 at the Jail. *See* Settlement Agreement at III.10.

14 **10. Training of County and CFMG Personnel**

15 Defendants shall provide a comprehensive training to all current staff for the County,
16 CFMG, or CFMG's successor, regarding the rights of inmates with mobility disabilities under
17 Accessibility Laws and Jail policies pertaining to treatment of inmates with disabilities. *See*
18 Settlement Agreement at III.11. All newly hired staff for the County, CFMG or CFMG's
19 successor will receive comprehensive training within thirty (30) days of their start date. *Id.*
20 Defendants will also provide updated training to employees on the rights of individuals with
21 disabilities on an annual basis. *Id.* Defendants will provide Class Counsel a copy of training
22 materials; Class Counsel will provide input on these materials which the County agrees to
23 consider in good faith. *Id.*

24 **11. Reporting of Progress by the Joint Accessibility Expert**

25 The County shall retain the Joint Accessibility Expert to monitor the County's ongoing
26 compliance with the barrier removal and policy changes identified in the Joint Accessibility
27 Expert's report. *See* Settlement Agreement at III.12.1. The Joint Accessibility Expert will remain
28 retained until the completion of all barrier removals identified in their report. *Id.* The Joint
Accessibility Expert will additionally review all plans for construction or physical alterations to

1 the Jail for compliance with the Settlement Agreement. *Id.* at III.12.2. The Joint Accessibility
 2 Expert will receive for review all plans for work performed by County staff at least sixty (60)
 3 days prior to implementation, and all plans to be included in a job bid package at least sixty (60)
 4 days prior to the time bids are accepted. *Id.* at III.12.2.2-12.2.3. After receiving plans from the
 5 County, the Joint Accessibility Expert will have twenty-one (21) days to provide comments on
 6 the plans, which the County may then accept and incorporate, or notify Class Counsel of the
 7 disagreement for a meet and confer. *Id.* at III.12.2.3.

8 The Joint Accessibility Expert will additionally conduct site inspections at least every four
 9 months to review completed work, notifying Class Counsel of his intent to inspect so that Class
 10 Counsel may accompany the Joint Accessibility Expert on these visits. *Id.* at III.12.3 The Joint
 11 Accessibility Expert will provide a written report on progress and compliance to the Parties every
 12 four (4) months. *Id.* at III.12.4.

13 **12. Reporting of Progress by the County**

14 The County will provide a written report to the Joint Accessibility Expert and Class Counsel
 15 every six (6) months through the term of the remediation work. *Id.* at III.12.5. The reports will
 16 include the following: a list and description of remediation work required by the Settlement
 17 Agreement planned for the next six (6) months; a summary of remediation work required by the
 18 Settlement Agreement completed during the previous six (6) months; a summary of remediation
 19 work required by the Settlement Agreement in progress including any estimated dates of
 20 completion; and a statement confirming that it has incorporated the agreed upon policy changes
 21 into the training it provides Jail staff. Once the identification and tracking system referenced in
 22 Section III.10 is developed and implemented, Defendants will have the ability to run searches and
 23 provide statistics about assistive devices usage/grievances and number of inmates with Mobility
 24 Disabilities. Defendants agree to provide Class Counsel with such statistics six (6) months after
 25 the system is operational and thereafter on an annual basis. *See* Settlement Agreement at
 26 III.12.5.1.

1 **C. Monitoring**

2 In addition, Class Counsel shall, on a semi-annual basis, submit applications for attorney
3 fees and costs to Defendants to cover reasonable fees and costs spent monitoring the
4 implementation of the Settlement Agreement. *See* Settlement Agreement at III.16. The Parties
5 will attempt to negotiate a resolution to any dispute on these applications before filing any motion
6 in District Court. *Id.* In the event that the Parties are unable to agree on the issue, Plaintiffs'
7 counsel may bring an action before the District Court through a motion for attorneys' fees and
8 costs and the District Court shall award all reasonable and necessary attorneys' fees and costs
9 incurred by Class Counsel in accordance with applicable law. *Id.*

10 **D. Dispute Resolution**

11 The Parties will negotiate in good faith to resolve any dispute relating to the Settlement
12 Agreement. *See* Settlement Agreement at III.13.1. Class Counsel will notify Defendants in
13 writing of any believed non-compliance by Defendants; Defendants will then have fourteen (14)
14 days to respond. *Id.* at III.13.2-13.3. The Parties will then negotiate in good faith for at least
15 fourteen (14) days before filing any motions to enforce the Settlement Agreement. *Id.* at III.13.4-
16 13.5. In the event that a dispute is submitted to the District Court for decision pursuant to Section
17 III.13.5, the District Court shall have discretion to award all reasonable and necessary attorneys'
18 fees and cost incurred by Class Counsel in accordance with applicable law. *Id.* at III.13.6.

19 **E. Attorneys' Fees**

20 Defendants agree that upon the District Court's granting preliminary and final approval of
21 the Settlement Agreement, Plaintiffs will be the prevailing parties for purposes of awarding
22 reasonable attorneys' fees and costs. *See* Settlement Agreement at III.14. Plaintiffs will move
23 separately for attorney fees, expenses and costs incurred by Class Counsel. *Id.* at III.14; 15.1-
24 15.4.

25 **IV. LEGAL ARGUMENT**

26 **A. Class Certification has Already Been Granted and Remains Appropriate**

27 Under Rule 23(a) of the Federal Rules of Civil Procedure, a class is appropriate for
28 certification if it meets four requirements: (1) numerosity; (2) commonality; (3) typicality; and (4)

adequacy of representation. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998) (“*Hanlon*”), *as amended* (July 24, 1998). The Court previously certified a class in its March 13, 2017 order consisting of “[a]ll current and future detainees and prisoners at Shasta County Jail with mobility disabilities who, because of their disabilities, need appropriate accommodations, modifications, services, and and/or [sic] physical access in accordance with federal and state disability laws.” Dkt. No. 90 at 15

The class definition set forth in the Settlement Agreement has not changed in any way that would impact the satisfaction of the Rule 23(a) and 23(b)(2) requirements. The Settlement Agreement defines the Settlement Class as all current and future detainees and prisoners with a Mobility Disability who, at any time from May 6, 2011 through the Term who, because of their disabilities, need appropriate accommodations, modifications, services, and/or physical access at Shasta County Jail.

The proposed Settlement Class continues to meet the requirements of numerosity, commonality, typicality, and adequacy of representation. The definition of the class has been changed only for purposes of clarity. As reflected in the initial class certification, this class is suited for certification under Rule 23(b)(2). Accordingly, the Parties respectfully request that the Court certify the class for settlement purposes under Rule 23(b)(2).

1. The Court Should Appoint the Class Representatives to Represent the Settlement Class

Rule 23 requires that “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). To satisfy this element, Class Representatives must establish that they do not have a conflict of interest with the Settlement Class. *Hanlon*, 150 F. 3d at 1021. Here, there is no conflict of interest between the Class Representatives and the proposed Settlement Class. Plaintiff Jewett, while maintaining his individual causes of action beyond this Settlement Agreement, releases his claims as they relate to injunctive relief pursuant to the proposed Settlement Agreement. *See Settlement Agreement* at III.3.1. Furthermore, the Class Representatives have ably prosecuted the interests of the class since the commencement of this action in 2013. *See Gooch Decl.* at ¶ 5. As this Court previously found in its ruling on Class Certification, the Class Representatives satisfy the adequacy requirement. (Dkt. No. 90 at 15.)

1 **2. The Court Should Appoint Class Counsel to Represent the Settlement**
 2 **Class**

3 Class Counsel meets the adequacy requirement under Rule 23. (EFC 90 at 14.) Class
 4 Counsel have diligently investigated, evaluated, litigated and negotiated the claims asserted in
 5 this case. Class Counsel have extensive experience in disability class actions and understand the
 6 law applicable to this case. Class Counsel have also invested substantial resources in this case to
 7 protect the interests of this class. *See generally* Dkt. 83-8, Declaration of Steven P. Ragland in
 8 Support of Plaintiffs’ Motion for Class Certification; Dkt. 83-9, Declaration of Anna Rivera in
 9 Support of Plaintiffs’ Motion for Class Certification; Dkt. 83-12, Declaration of Jon A. Atabek in
 10 Support of Plaintiffs’ Motion for Class Certification; Dkt. No. 90 at 14. Thus, the Court should
 11 appoint Plaintiffs’ attorneys as Settlement Class Counsel pursuant to Rule 23(g).

12 **3. The Proposed Settlement Agreement is Fair and Reasonable and**
 13 **Should be Granted Preliminary Approval**

14 Judicial approval of a class action settlement under Rule 23 generally involves three steps.
 15 First, at the preliminary approval hearing, the Parties “submit the proposed terms of settlement
 16 and the judge makes a preliminary fairness evaluation.” Federal Judicial Center, Manual for
 17 Complex Litigation (4th ed. 2017) § 21.632 (“Manual”). Second, if preliminary approval is
 18 granted, the class representatives must disseminate notice of the proposed settlement to affected
 19 class members. *Id.* at § 21.633. Third, the court conducts a final approval hearing, at which class
 20 members may be heard regarding the settlement, and at which evidence and argument concerning
 21 fairness, adequacy, and reasonableness of the settlement are presented. *Id.* at § 21.634. This
 22 procedure safeguards class members’ procedural due process rights and enables the court to fulfill
 23 its role as guardian of class interests. *See Newberg on Class Actions*, § 13.39 (5th ed. 2016)
 24 (“Newberg”).

25 The law favors compromise and settlement of class action lawsuits. *See, e.g., Churchill*
 26 *Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004). The Ninth Circuit recognizes the
 27 “overriding public interest in settling and quieting litigation... particularly... in class action suits
 28 ...” *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976); *see also In re Syncor*
 ERISA Litig., 516 F.3d 1095, 1101 (9th Cir. 2008) (“[T]here is a strong judicial policy that favors

1 settlements, particularly where complex class action litigation is concerned.”).

2 “[T]he decision to approve or reject a settlement is committed to the sound discretion of
 3 the trial judge because he is exposed to the litigants and their strategies, positions and proof.”
 4 *Hanlon*, 150 F. 3d at 1026 (citation and internal quotation marks omitted). This determination
 5 involves a balancing of several factors, including: the strength of the plaintiffs’ claims; the likely
 6 risks and expenses involved in further litigation; the risk of maintaining class action status
 7 throughout trial; the value offered in settlement; the extent of discovery and other litigation
 8 completed; the experience and views of counsel; and the views of class members towards the
 9 settlement. *See True v. Am. Honda Motor Co.*, 749 F. Supp. 2d 1052, 1063 (C.D. Cal. 2010)
 10 (citing *Class Plaintiffs*, 955 F.2d at 1291).

11 At the preliminary approval stage, the Court need only find that the proposed settlement is
 12 within the “range of reasonableness” such that it is appropriate to disseminate notice to the class
 13 and schedule a fairness hearing. 5 Newberg § 13.15; *see also True*, 749 F. Supp. 2d at 1063;
 14 *Carter v. Anderson Merchs., LP*, Nos. EDCV 08-00025-VAP (OPx), EDCV 09-0216-VAP
 15 (OPx), 2010 WL 144067, at *4 (C.D. Cal. Jan. 7, 2010); *In re Tableware Antitrust Litig.*, 484 F.
 16 Supp. 2d 1078, 1078-80 (N.D. Cal. 2007). Preliminary approval of a proposed class action
 17 settlement is appropriate where the settlement “appears to be the product of serious, informed,
 18 non-collusive negotiations, has no obvious deficiencies, [and] does not improperly grant
 19 preferential treatment to class representatives or segments of the class...” *In re Tableware*
 20 *Antitrust Litig.*, 484 F. Supp. 2d at 1079-80 (citation and internal quotation marks omitted); *see*
 21 *also* Manual § 21.62 (preliminary approval involves an initial evaluation of the reasonableness
 22 and adequacy of the settlement; reasonableness turns on “analysis of the class allegations and
 23 claims and the responsiveness of the settlement to those claims,” while adequacy involves a
 24 “comparison of the relief granted to what class members might have obtained without using the
 25 class action process.”).

26 **4. The Settlement Is Entitled to a Presumption of Fairness**

27 Where a settlement is the product of arms-length negotiations conducted by experienced
 28 class counsel, the Court begins its analysis with a presumption that the settlement is fair and

1 reasonable. *See* 5 Newberg § 13.45; *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149
 2 MMM (SHx), 2008 WL 8150856, at *4 (C.D. Cal. July 21, 2008); *Nat'l Rural Telecomm's Coop.*
 3 *v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004). Thus, at this stage, so long as the
 4 settlement falls into the range of possible approval – giving deference to the results of the Parties'
 5 arms-length negotiations and the judgement of experienced counsel following sufficient
 6 investigation and discovery – the presumption applies and the settlement should be preliminarily
 7 approved.

8 First, the Parties reached the Settlement Agreement after two joint settlement mediations
 9 with Magistrate Judge Allison Claire and extensive written and telephonic negotiations among
 10 counsel. Gooch Decl. ¶ 4.

11 Second, Class Counsel has extensive experience litigating and settling disability rights
 12 class actions and other complex matters. *See* Dkt. Nos. 83-7, 83-8, 83-9, 83-12. They have
 13 investigated the factual and legal issues raised in this action and diligently litigated Plaintiffs'
 14 claims for over two years. Gooch Decl. at ¶¶ 6, 7. As noted above, extensive discovery and
 15 motion practice have allowed the Parties to assess the strength and weaknesses of the claims
 16 herein and the benefits of the proposed Settlement Agreement. Gooch Decl. at ¶ 3. Prior to
 17 reaching an agreement, Plaintiffs were prepared to go to trial on their claims. Gooch Decl. at ¶ 7.
 18 However, a complete trial would require substantial documentary evidence and expert testimony.
 19 Such a trial is unnecessary where County Defendants have agreed to modify the Jail and Jail
 20 policies and procedures to comply with the ADA regarding mobility disabled inmates. Gooch
 21 Decl. at ¶ 7. The Parties thus recognized that there was much more to be gained through
 22 reasonable settlement discussions than through continued litigation and trial. Gooch Decl. at ¶ 7.
 23 And Class Counsel are confident that the relief achieved by the proposed settlement is sufficient
 24 to address all of the Class' concerns identified in the Fifth Amended Complaint (Dkt. No. 65),
 25 thereby eliminating the need to engage in the time, expense, and added risk of a trial. Gooch Decl.
 26 at ¶ 7. Thus, the fact that qualified, well-informed counsel endorse the settlement agreement as
 27 being fair, reasonable, and adequate weighs in favor of the preliminary approval. *See True*, 749 F.
 28 Supp. 2d at 1078-79; *Nat'l Rural Telecomm's Coop.*, 221 F.R.D. at 528.

1 **5. The Settlement is Fair Given the Benefits to the Class and the Risks**
 2 **Associated with Continued Litigation**

3 The significant benefits that the Settlement Class will enjoy under the Settlement
 4 Agreement, considered in light of the risks of litigation, support preliminary approval.

5 **a. The Settlement Will Result in Substantial Benefits to the Class**

6 The Settlement Agreement requires a thorough assessment of Defendants' architectural
 7 and program barriers by a mutually agreed-upon third party expert, an aggressive schedule for
 8 remediation of physical barriers, as well as extensive policy improvements. What is more, the
 9 Joint Expert must use the implementing regulation or policy that provides for the greatest level of
 10 accessibility and benefit to the Class. *See* Settlement Agreement at III.5.2. As a result of
 11 provisions detailed above, the Parties expect that within three years from the date of final
 12 approval of the Settlement Agreement, the Settlement Class will have meaningful access to the
 13 Jail's services, programs, and activities. Class Counsel are confident that the remediation and
 14 alterations required by the Settlement Agreement and the processes put in place to monitor and
 15 ensure the completeness of these remediation and alterations will serve to adequately remedy the
 16 issues identified in the Fifth Amended Complaint. *See* Gooch Decl. at ¶ 7.

17 Thus, the proposed Settlement Agreement will provide injunctive relief that is reasonably
 18 calculated to effectuate the changes necessary to make Shasta County Jail accessible to inmates
 19 with mobility disabilities. This is an excellent result for the Settlement Class, and it is unlikely
 20 that this Court would order greater relief. Gooch Decl. at ¶ 7. In comparison, courts routinely
 21 approve class action settlements in which the value of class relief is much less than what could
 22 have been obtained at trial. *See, e.g., In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL
 23 1594403, at *2 (C.D. Cal. June 10, 2005) (a proposed settlement should not "be judged against a
 24 hypothetical or speculative measure of what might have been achieved.") (quoting *Officers for*
 25 *Justice v. Civil Serv. Commn of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982));
 26 *Nat'l Rural Telecomm's Coop.*, 221 F.R.D. at 527 ("[I]t is well-settled law that a proposed
 27 settlement may be acceptable even though it amounts to only a fraction of the potential recovery
 28 that might be available to the class members at trial."). Accordingly, the substantial benefits to the
 Settlement Class weigh in favor of preliminary approval of the Settlement Agreement.

b. The Litigation Risks Support Preliminary Approval

The potential risks attending further litigation support preliminary approval of the Settlement Agreement. “Estimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years).” *Schaffer v. Litton Loan Servicing, LP*, No. CV 05-07673 MMM (JCx), 2012 WL 10274679, at *11 (C.D. Cal. Nov. 13, 2012). Here, proceeding with trial, along with possible appeals, could delay resolution of this matter by many years. Gooch Decl. at ¶ 8. By contrast, under the Settlement Agreement, changes to policy and procedures will be implemented immediately after the Court grants final approval of the Settlement Agreement and physical remediations are expected to be completed within three years after final approval of the Settlement Agreement. Given the importance of the accessibility of Jail facilities and programs to class members’ lives, the difference between the possibly long delay involved in continued litigation and the immediate improvements promised by the Settlement Agreement is a crucial consideration. The risks and the inherent delay that would be involved of continued litigation therefore weigh heavily in favor of preliminary approval of the Settlement Agreement.

B. The Proposed Notice Satisfies Due Process and Should Be Approved

Rule 23(e) of the Federal Rules of Civil Procedure provides that “notice of the proposed dismissal or compromise shall be given to all members of the class in a manner that the court directs.” Due process requires that interested parties be provided with notice reasonably calculated under the circumstances to apprise them of the pendency of the action and afford them an opportunity to present their objections. *See Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Notice is satisfactory “if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Churchill Vill.*, 361 F.3d at 575 (citation and internal quotation marks omitted). Additionally, notice must be reasonably calculated to reach interested parties. *Mullane*, 339 U.S. at 318.

The notice standard is easily satisfied here. First, the proposed notice informs members of the Settlement Class of the relevant aspects of the litigation and the settlement, including: (i) a

1 brief statement of this action, the settlement embodied and the claims released by the Settlement
2 Class; (ii) the date and time of the hearing on final approval; (iii) the deadline and process for
3 submitting objections to the proposed Settlement Agreement; and (iv) the web page and mailing
4 addresses that may be used to obtain a copy of the notice of settlement in English, Spanish, or in
5 alternative accessible formats for individuals with visual impairments. See Settlement Agreement,
6 Exhibit A. (note: Exhibit A is not attached to Docket 116)

7 Additionally, the Parties have agreed to the following distribution plan, as set forth in the
8 Settlement Agreement:

- 9 1. Within three (3) business days after Preliminary Approval, the notice will be
10 posted by the Parties, at minimum: (i) on the website of each firm making up
11 Class Counsel; (ii) on the County's official website
12 (<http://www.co.shasta.ca.us>); and (iii) in all Jail facilities operated by
13 Defendants, including all day rooms, the out-patient medical pod, all visitation
14 rooms, and the visitor waiting room. See Settlement Agreement at III.2.3.1
- 15 2. The notice shall remain posted for thirty (30) days. *Id.*

16 The Parties have developed this proposed distribution plan taking into account the sources
17 most available to members of the Settlement Class. The Parties agree that this method of
18 distribution will ensure that the notice reaches the maximum number of members of the
19 Settlement Class in the most efficient and cost-effective manner. This method of distribution will
20 fairly apprise members of the Settlement Class of the settlement and their options with respect
21 thereto, and fully satisfy due process requirements for a Rule 23(b)(2) settlement class with no
22 opt-out rights. The Court should approve the proposed notice and direct that it be distributed.

23 **C. The Court Should Approve the Scheduling Order Including Setting a Date**
24 **for the Fairness Hearing**

25 Once a court grants preliminary approval and notice is provided, the court conducts a
26 fairness hearing, at which all interested parties have an opportunity to be heard. At such a hearing,
27 the court conducts a substantive evaluation of the proposed settlement to determine whether it is
28 "fundamentally fair, adequate, and reasonable." See *Officers for Justice*, 688 F.2d at 625; *Spann*
v. J.C. Penney Corp., 314 F.R.D. 312, 319 (C.D. Cal 2016).

The Parties propose the following schedule:

February 22, 2018: Hearing re Preliminary Approval of Settlement;

February 26, 2018: Deadline to complete posting of Class (*within three (3) working days of order granting preliminary approval OR a date set by the Court*);

March 14, 2018: Class Representative to file a Motion for Attorneys' Fees (*14 days before the last day for Class Members to object OR a date set by the Court*);

March 28, 2018: Last day for Class Members to object to the settlement (*30 days after the date of posting of Class Notice OR a date set by the Court*);

April 3, 2018: Defendants to file opposition or response to Class Representatives' Motion for Attorneys' Fees (*20 days after the filing of Class Representatives' Motion for Attorneys' Fees OR a date set by the Court*);

April 13, 2018: Class Representatives to file a Reply in Support of their Motion for Attorneys' Fees (*10 days after the filing of Defendants opposition to Class Representatives' Motion for Attorneys' Fees OR a date set by the Court*).

April 17, 2018: Parties to file a Summary of Objections and Responses with the Court. (*50 days after the date of the posting of Class Notice OR a date set by the Court OR a date set by the Court*)

April 17, 2018: Parties to file a Joint Motion for Final Approval;

April 19, 2018: Fairness Hearing (*at least 100 days after Parties present the motion for preliminary approval to the Court per 28 U.S.C. § 1715(d)*)

V. CONCLUSION

For the foregoing reasons, the Parties respectfully request that this Court: (1) grant preliminary approval of the Settlement Agreement and Release of Claims; (2) certify the proposed Settlement Class and appoint Everett Jewett, Glen Harold Everett, Michael Donald Ackley, and Legal Services for Prisoners with Children and their counsel as proper representatives of the Settlement Class; (3) approve and direct the publication of the class notice proposed by the parties; and (4) schedule a fairness hearing for final approval of the Settlement Agreement.

1
2 Dated: November 28, 2017

KEKER, VAN NEST & PETERS LLP
ATABEK & ASSOCIATES, P.C.
DISABILITY RIGHTS LEGAL CENTER

3
4 By: /s/ Steven P. Ragland
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6 AJAY S. KRISHNAN
7 TAYLOR GOOCH

8 Attorneys for Plaintiffs
9 EVERETT JEWETT, LEGAL SERVICES
10 FOR PRISONERS WITH CHILDREN,
11 GLEN HAROLD EVERETT, MICHAEL
12 DONALD ACKLEY, HAROLD ROBERT
13 MARQUETTE

14
15 Dated: November 28, 2017

LAW OFFICES OF JEROME M.
VARANINI

16
17 By: /s/ Jerome Martin Varanini
18 JEROME MARTIN VARANINI

19 Attorneys for Defendants
20 CALIFORNIA FORENSIC MEDICAL
21 GROUP, INC.,

22
23 Dated: November 28, 2017

BRICKWOOD LAW OFFICE

24
25 By: /s/ Gary Charles Brickwood
26 GARY CHARLES BRICKWOOD

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28 COUNTY SHERIFF'S DEPARTMENT

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17 DONALD ACKLEY, HAROLD ROBERT MARQUETTE

18 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

19 EVERETT JEWETT, LEGAL SERVICES
FOR PRISONERS WITH CHILDREN,
20 GLEN HAROLD EVERETT, MICHAEL
DONALD ACKLEY, HAROLD
21 ROBERT MARQUETTE, on behalf of
themselves and all others similarly
22 situated,

Plaintiffs,

23 v.

24 SHASTA COUNTY SHERIFF'S
DEPARTMENT, a public entity; TOM
BOSENKO, as Sheriff of the Shasta
25 County; SHASTA COUNTY, a public
entity; and CALIFORNIA FORENSIC
26 MEDICAL GROUP, INC. a private entity;
and DOES 1 through 25, in their
27 individual capacities,

Defendants.

Case No. 2:13-cv-0882 MCE AC (PC)
CLASS ACTION

**DECLARATION OF TAYLOR GOOCH IN
SUPPORT OF JOINT MOTION FOR
ORDER: (1) GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; (2) GRANTING
CERTIFICATION OF SETTLEMENT
CLASS; (3) DIRECTING NOTICE TO
THE CLASS; AND (4) SETTING DATE
FOR FAIRNESS HEARING**

Date: February 22, 2018
Time: 2:00 p.m.
Dept.: Courtroom 7, 14th Floor
Judge: Hon. Morrison C. England, Jr.
Date Filed: May 6, 2013
Trial Date: None set

1 I, Taylor Gooch, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California and an associate
3 of Kecker, Van Nest & Peters LLP, counsel for Plaintiffs Everett Jewett, Legal Services For
4 Prisoners With Children, Glen Harold Everett, Michael Donald Ackley, Harold Robert Marquette
5 (hereinafter "Plaintiffs"). I have personal knowledge of the facts set forth in this declaration and,
6 if called upon, could and would testify competently thereto.

7 2. Attached as **Exhibit A** is a true and correct copy of a fully executed Class Action
8 Settlement Agreement and Release of Claims in the matter of *Jewett v. Shasta County Sheriff's*
9 *Department et al., a Public Entity*, Case No. 2:13-cv-0882 MCE AC (PC) ("The Settlement").

10 3. The Parties propounded various requests for admission, requests for the production
11 of documents, and interrogatories regarding the policies and practices of Shasta County Sheriff's
12 Department, a public entity; Tom Bosenko, as Sheriff of the Shasta County; Shasta County, a
13 public entity; and California Forensic Medical Group, Inc. ("Defendants"), the accessibility of the
14 Jail, and the efforts of Defendants to comply with the ADA, Section 504, and Section 11135.

15 4. The parties attended two in-person settlement conferences with Magistrate Judge
16 Allison Claire on May 18, 2017 and August 10, 2017. The parties also negotiated the details of
17 the Settlement by phone and through written communications.

18 5. The Class Representatives Everett Jewett, Glen Harold Everett, Michael Donald
19 Ackley, and Legal Services for Prisoners with Children have remained involved at each stage of
20 the litigation and have directed and advised Class Counsel regarding the appropriateness of the
21 Settlement.

22 6. Jon Atabek with Atabek & Associates noticed his appearance on this matter on
23 May 14, 2015. Anna M. Rivera with Disability Rights Legal Center noticed her appearance on
24 this case on June 8, 2015. Later Kara J. Janssen, Maronel Barajas, and Mallory L. Sepler-King,
25 each with Disability Rights Legal Center, noticed their appearances. Steven P. Ragland, Ajay S.
26 Krishnan, and Joseph "Taylor" Gooch each, from Kecker, Van Nest & Peters, noticed their
27 appearances on May 6, 2016. Each of the aforementioned attorneys has worked diligently in
28 prosecuting this case since at least the date on which they noticed their appearances.

1 7. Until the Parties reached a settlement in this matter, Plaintiffs and Class Counsel
2 were willing and able to prosecute this case to a trial verdict and had the necessary resources with
3 which to do so. However, such a trial is now unnecessary where Defendants have agreed to a
4 Settlement that resolves each and every demand made by Plaintiffs and their Class Counsel and
5 addresses all issues raised in the Fifth Amended Complaint in this matter. Furthermore, Class
6 Counsel have been unable to locate an ADA settlement agreement with greater protections for a
7 mobility, disabled class or stricter remedial requirements. Thus, the proposed Settlement
8 eliminates the need to engage in the time, expense, and added risk of trial for all Parties.

9 8. According to the Court of Appeals for the Ninth Circuit's website if this matter
10 was appealed after trial, it would take between twelve and twenty months from the notice of
11 appeal to oral arguments. United States Courts for the Ninth Circuit, Frequently Asked
12 Questions, <https://www.ca9.uscourts.gov/content/faq.php> (last visited Nov. 20, 2017). The Ninth
13 Circuit's website further states that it takes an additional three months to a year for a decision
14 after oral arguments. *Id.*

15
16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct and that this declaration was executed on the 28th day of November,
18 2017 in the City and County of San Francisco, California.

19
20
21 

22
23 TAYLOR GOOCH

EXHIBIT A

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15 EVERETT JEWETT, LEGAL SERVICES FOR PRISONERS
WITH CHILDREN, GLEN HAROLD EVERETT, MICHAEL
16 DONALD ACKLEY, HAROLD ROBERT MARQUETTE

17 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

18 EVERETT JEWETT, LEGAL SERVICES
19 FOR PRISONERS WITH CHILDREN,
GLEN HAROLD EVERETT, MICHAEL
20 DONALD ACKLEY, HAROLD
ROBERT MARQUETTE, on behalf of
21 themselves and all others similarly
situated,

22 Plaintiffs,
v.

23 SHASTA COUNTY SHERIFF'S
24 DEPARTMENT, a public entity; TOM
BOSENKO, as Sheriff of the Shasta
25 County; SHASTA COUNTY, a public
entity; and CALIFORNIA FORENSIC
26 MEDICAL GROUP, INC. a private entity;
and DOES 1 through 25, in their
27 individual capacities,

28 Defendants.

Case No. 2:13-cv-0882 MCE AC (PC)

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

Dept.:

Judge: Hon. Morrison C. England, Jr.
Hon. Allison Claire

Date Filed: May 6, 2013

Trial Date:

I. RECITALS

1. This Settlement Agreement and Release of Claims (the “Settlement Agreement”) is made and entered into among: (i) Shasta County (“County”), Shasta County Sheriff’s Department (“Sheriff’s Department”), (ii) Tom Bosenko as Sheriff of the Shasta County (together, the “County Defendants”); (iii) the California Forensic Medical Group (“CFMG”) (collectively, “Defendants”); and (iv) Everett Jewett, Glen Harold Everett, Michael Donald Ackley, and Legal Services for Prisoners with Children, individually and on behalf of themselves and a class of persons similarly situated (the “Settlement Class,” as defined below) and Harold Robert Marquette, individually (collectively, “Plaintiffs”). Plaintiffs and the Defendants will be referred to in this Settlement Agreement individually as a “Party” and collectively as the “Parties.”

2. On May 6, 2013, Plaintiff Everett Jewett commenced a civil action in pro per in the United States District Court for the Eastern District of California, Case No. 2:13-cv-00882-MCE-AC (the “Complaint”), against Shasta County Jail, California Medical Group, and California Medical Group medical directors alleging, *inter alia*, that Defendants discriminated against him because of his disability.

3. The Complaint was subsequently amended, concluding with the Fifth Amended Complaint (“the Lawsuit”) to include additional Plaintiffs Legal Services for Prisoners with Children, Glen Harold Everett, Michael Donald Ackley, and Harold Robert Marquette. The Lawsuit alleged claims solely against Defendants. In the Complaint, Plaintiffs alleged claims, *inter alia*, under Title II of the Americans with Disabilities Act (42 U.S.C. § 12131, et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, et seq.); and California Government Code § 11135, et seq. on the grounds that Defendants failed to provide meaningful access to prisoners with Mobility Disabilities in the Shasta County Jail (“Jail”).

4. On January 27, 2017, Plaintiffs filed a motion for class certification.

5. On April 4, 2017, the District Court granted Plaintiffs’ motion for class certification pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure. The District Court certified the following class of persons for declaratory and injunctive relief only: “All

1 current and future detainees and prisoners at Shasta County Jail with mobility disabilities who,
2 because of their disabilities, need appropriate accommodations, modifications, services, and
3 and/or physical access in accordance with federal and state disability laws.”

4 6. The Parties now seek to resolve their differences and disputes in the Lawsuit by
5 settling such claims, disputes and controversies under the terms set forth in this Settlement
6 Agreement.

7 **II. DEFINITIONS**

8 As used in this Settlement Agreement, the following terms shall have the meaning
9 ascribed to them in this Section and in the Recitals. Except to the extent clearly required to the
10 contrary by the context of its usage in this Settlement Agreement, any term not expressly defined
11 in this section or elsewhere in the Settlement Agreement that has an expressly defined meaning in
12 the ADA and the regulations promulgated thereunder shall have the meaning ascribed to it by the
13 ADA and its implementing regulations. All other terms shall be interpreted according to their
14 plain and ordinary meaning.

15 **1. Settlement Agreement**

16 “Settlement Agreement” means and refers to this document and any exhibits incorporated
17 herein.

18 **2. Accessibility Laws**

19 “Accessibility Laws” means all state, and federal laws and regulations requiring,
20 promoting, and/or encouraging equal or improved access to persons with disabilities (including,
21 without limitation, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. §§
22 12101, *et seq.* and all of its implementing regulations and design standards; the Rehabilitation Act
23 of 1973, 29 U.S.C. §§ 790, *et seq.* and all of its implementing regulations and design standards;
24 the Unruh Act, Cal. Civ. Code §§ 51, *et seq.*; the Disabled Persons Act, Cal. Civ. Code §§ 54, *et*
25 *seq.*; California Government Code §§ 4450, *et seq.*; California Government Code §§ 4450, *et*
26 *seq.*; California Government Code §§ 11135, *et seq.*; California Health & Safety Code §§ 19955,
27 *et seq.*; and the regulations codified in Title 24 of the California Code of Regulations).

1 **3. Accessibility Standards**

2 “Accessibility Standards” means federal and state Accessibility Laws, including the
3 Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), and Title 24 of the
4 California Building Code (“Title 24”).

5 **4. ADA Coordinator**

6 “ADA Coordinator” means the individual or individuals retained or designated by the
7 County Defendants pursuant to and in accordance with the terms of Section III.7.

8 **5. Class Counsel**

9 “Class Counsel” means collectively the Disability Rights Legal Center, Atabek &
10 Associates, P.C., and Keker, Van Nest & Peters LLP.

11 **6. Mobility Disability**

12 “Mobility Disability” means any impairment or medical condition that substantially limits
13 a person’s ability to walk, ambulate, maneuver around objects and/or to ascend and/or descend
14 steps or slopes as defined by Federal and state law. A person with a Mobility Disability may or
15 may not use a wheelchair, scooter, crutches, walker, cane, brace, orthopedic device, or similar
16 equipment or device to assist his or her navigation.

17 **7. Settlement Class**

18 “Settlement Class” means the class of all current and future detainees and prisoners with a
19 Mobility Disability, who at any time from May 6, 2011 through the Term who, because of their
20 disabilities, need appropriate accommodations, modifications, services, and and/or physical
21 access at Shasta County Jail (“Jail”).

22 **8. Class Members**

23 “Class Members” shall mean individuals who meet the definition of the Settlement Class.

24 **9. Dispute or Disputes**

25 “Dispute” or “Disputes” means any dispute relating to any violation of or failure to
26 perform any of the provisions of this Settlement Agreement and/or disputes between the Parties
27 concerning the interpretation, implementation, monitoring, compliance, and or modification of
28 the Settlement Agreement. All Disputes will be resolved using the Dispute Resolution Procedure

outlined in Section III.13.

10. Fairness Hearing

Fairness Hearing means the hearing to be held by the District Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine whether the settlement set forth in this Settlement Agreement should be approved.

11. Final

“Final,” as applied to the term “Judgment” (as defined below), means that (i) the time for appeal or writ has expired and no appeal or petition for review has been taken, or (ii) if an appeal or petition for review is taken and the settlement set forth in this Settlement Agreement has been affirmed in full, the time period during which any further appeal or review can be sought (including through any appeal, petition for review, writ of certiorari or otherwise) has expired and no such further appeal or review has been sought. In the event that no objections to this Settlement Agreement are raised prior to or at the Fairness Hearing, that any objections that have been raised have been fully and formally withdrawn, or that no viable objections otherwise exist at the time of the Fairness Hearing, the Judgment will become “Final” as of the District Court’s issuance of the Judgment. If the Judgment is set aside, materially modified, disapproved or overturned by any court, and is not fully reinstated on further appeal or review, the Judgment will not become or be “Final.”

12. Final Approval

“Final Approval” means the order by the District Court, after notice and the holding of the Fairness Hearing, granting approval of this Settlement Agreement under Rule 23(a) of the Federal Rules of Civil Procedure. The hearing at which such Final Approval is considered or granted, should a hearing be held, will be called the “Final Approval Hearing.”

13. Judgment

“Judgment” means a judgment entered by the District Court in this Lawsuit, substantially in the form attached to this Settlement Agreement as Exhibit A that, among other things, fully approves the terms of this Settlement Agreement and retains the District Court’s jurisdiction to enforce the Settlement Agreement throughout the Term.

1 **14. Effective Date.**

2 “Effective Date” of the Settlement Agreement is the date on which the District Court
3 issues an Order granting final approval of the Settlement Agreement. If objections are filed to the
4 settlement, the Effective Date is the date of the final resolution of any appeal of the Final
5 Approval of this Settlement Agreement, or, if no such appeal is filed, the expiration of the
6 deadline for filing a Notice of Appeal.

7 **15. Jail**

8 “Jail” means the Shasta County Jail facility/ies in which class members are housed.

9 **16. Class Representatives**

10 “Class Representatives” means Everett Jewett, Glen Harold Everett, Michael Donald
11 Ackley, and Legal Services for Prisoners with Children.

12 **17. Notice of Settlement**

13 “Notice of Settlement” means the notice substantially in the form attached to this
14 Settlement Agreement as Exhibit B, to be provided to the Settlement Class as set forth in Section
15 III.2.3.

16 **18. Parties**

17 “Parties” refers to the Defendants, Named Plaintiffs, and Settlement Class Members
18 together.

19 **19. Plaintiffs**

20 “Plaintiffs” refers to Plaintiffs Legal Services for Prisoners with Children, Glen Harold
21 Everett, Michael Donald Ackley, and Harold Robert Marquette and Settlement Class Members
22 together.

23 **20. Released Claims**

24 “Released Claims” refers to the First, Second, Third, Fourth, Fifth, and Sixth Claims in
25 the Lawsuit.

26 **21. Preliminary Approval**

27 “Preliminary Approval” means the preliminary approval of this Settlement Agreement by
28 the District Court as described in Section III.2.2.

1 **22. Related Entities**

2 “Related Entities” means any and all departments, divisions, agencies, bureaus,
3 commissions, offices, corporations, commissioners, officers, employees, agents, representatives,
4 board members, officials, assigns, assignors, attorneys, affiliates, predecessors, successors,
5 employee welfare benefit plans, pensions, or deferred compensation plans (and their trustees,
6 administrators, and other fiduciaries) of the County and any other person or entity acting or
7 purporting to act by, through, under, in concert with or on behalf of the County, or any of them,
8 with respect to the matters described in this Settlement Agreement.

9 **23. Self-Evaluation**

10 “Self-Evaluation” means the self-assessment required of public entities under Title II of
11 the Americans with Disabilities Act.

12 **24. Term**

13 “Term” means the term of this Settlement Agreement which begins with the Final
14 Approval and will expire two (2) years after the removal and/or remediation of all physical
15 barriers in the jail as identified and recommended by the Joint Accessibility Expert.

16 **25. Days**

17 “Days,” as used in this Settlement Agreement and all Exhibits, means calendar days,
18 unless otherwise noted.

19 **III. AGREEMENT**

20 NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of
21 which is hereby acknowledged, the Parties agree as follows:

22 **1. Recitals**

23 The recitals set forth above are incorporated by reference in this Section and made part of
24 this Settlement Agreement.

25 **2. Settlement Approval Process**

26 **2.1. Court Approval**

27 This Settlement Agreement will be subject to approval by the District Court. However,
28 nothing in this Settlement Agreement will be deemed to authorize the District Court to change or

modify any of its terms. The Parties agree that any change, modification or rejection of any of the provisions of this Settlement Agreement by the District Court or any other court without the consent of all parties will constitute a material modification of this Settlement Agreement, will prevent the Judgment from becoming Final, and will give any Party the right to terminate this Settlement Agreement in its entirety.

2.2. Preliminary Approval by the District Court

Within thirty (30) days of circulating the fully executed Settlement Agreement, the Plaintiffs and the County will jointly submit a request to the District Court for Preliminary Approval of this Settlement Agreement in this Lawsuit, along with a request for an order from the District Court (substantially in the form attached to this Settlement Agreement as Exhibit A) (the “Preliminary Approval Order”): (i) preliminarily approving this Settlement Agreement; (ii) directing notice to the Settlement Class as provided in this Settlement Agreement; (iii) setting forth procedures and deadlines for comments and objections as provided in this Settlement Agreement; (iv) scheduling a Fairness Hearing; and (v) enjoining Settlement Class members from asserting or maintaining any claims to be released by this Settlement Agreement pending the Fairness Hearing.

2.3. Notice to Class of Settlement Pursuant to Rule 23(e)

The Parties will jointly request approval by the District Court of notice pursuant Federal Rules of Civil Procedure Rule 23(e) as attached hereto as Exhibit B. To the extent the Court determines that any modifications to the Notice are required, the Parties will make such modifications prior to distribution. Following the District Court’s issuance of the Preliminary Approval Order, the Parties will provide notice of the proposed Settlement Agreement, advising members of the Settlement Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement. This notice will be published as follows:

2.3.1. Within seven (7) business days after the District Court has issued Preliminary Approval Order, the notice will be posted by the Parties, at minimum: (1) on the website of each firm making up Class Counsel; (2) On the County’s official website (<http://www.co.shasta.ca.us>); and (3) in all Jail facilities operated by Defendants, including (but

not limited to) in all day rooms, the out-patient medical pod, all visitation rooms, and the visitor waiting room. The County will pay the costs for the publication of the notice in this Section with exception of posting on the website of each firm making up Class Counsel. Class Counsel will pay the reasonable costs for the publication of the Notice of Settlement on its websites, but Class Counsel will be entitled to seek reimbursement for all such reasonably incurred costs as part of their motion for reasonable attorney fees, expenses and costs incurred in this action. The notice shall remain posted for thirty (30) days.

2.3.2. As set forth in the Notice to Class, any Class Member may object to the proposed Settlement Agreement by submitting their objection to Class Counsel in writing, via regular or electronic mail, or by contacting Class Counsel via a toll-free number that Class Counsel will establish (“Objections”) no later than a date set by the Court in this case after preliminary approval of this Settlement Agreement. All Objections will be provided to Defendants’ Counsel and filed with the Court. Only Class Members that have properly submitted objections to this Settlement Agreement will have the right, if they seek it in their Objections, to present objections at the Fairness Hearing.

2.3.3. The County shall provide notice as required by the Class Action Fairness Act.

2.4. Fairness Hearing

The Parties will jointly request that the District Court schedule and conduct a Fairness Hearing to decide whether Final Approval of the Settlement Agreement will be granted. At the Fairness Hearing, the Parties will jointly move for entry of the Judgment (substantially in the form as attached to this Settlement Agreement as Exhibit A), providing for: (i) Final Approval of this Settlement Agreement as fair, adequate, and reasonable; (ii) final approval of the form and method of notice of the Judgment to the Settlement Class; (iii) final approval of the release of the Defendants from the Released Claims; and (iv) the District Court’s retention of jurisdiction over the Parties to enforce the terms of the Judgment throughout the Term of this Settlement Agreement.

1 **2.5. Additional Steps**

2 The Parties will take all procedural steps regarding the Fairness Hearing that may be
3 requested by the District Court and will otherwise use their respective best efforts to consummate
4 the settlement embodied in this Settlement Agreement, and to obtain approval of this Settlement
5 Agreement, and entry of the Judgment.

6 **2.6. Effect of Final Approval**

7 This Settlement Agreement, upon Final Approval, will be binding upon the Defendants,
8 Plaintiffs, and all Settlement Class members and, to the extent specifically set forth in this
9 Settlement Agreement, upon Class Counsel, will extinguish all Released Claims and will
10 constitute the final and complete resolution of all issues addressed herein. This Settlement
11 Agreement is the complete and final disposition and settlement of any and all Released Claims, as
12 detailed in Section III.3.

13 **2.7. Enforcement of Settlement Agreement**

14 The District Court shall have continuing jurisdiction over this Settlement Agreement
15 throughout the Term, including to resolve any Dispute regarding compliance with this Settlement
16 Agreement that cannot be resolved through the process described in Section III.13, and to rule on
17 Plaintiffs' motion for reasonable attorneys' fees and costs, as described in Section III.15. Nothing
18 in this Section will bar either Party from moving for an extension of the Term to enforce any
19 obligations herein or bar an extension pursuant to 18 U.S.C. § 3626(b)(3).

20 The Defendants will not assert, after the Judgment has become Final, that the District
21 Court lacks jurisdiction to enforce the terms of this Settlement Agreement, or raise any
22 jurisdictional defense to any enforcement proceedings permitted under the terms of this
23 Settlement Agreement.

24 **3. Release of Claims**

25 **3.1. Release of Claims through Term**

26 Subject to the entry of Judgment by the District Court, Plaintiffs and the Settlement Class
27 members (and their respective heirs, assigns, successors, executors, administrators, agents and
28 representatives) ("Releasing Parties"), in consideration of the relief set forth herein, do fully and

1 finally release, acquit and discharge Shasta County and California Forensic Medical Group and
2 their respective Related Entities from any and all claims, rights, demands, charges, complaints,
3 actions, suits, and causes of action, whether known or unknown, suspected or unsuspected,
4 accrued or unaccrued, for injunctive or declaratory relief only, relating to allegations that
5 prisoners with Mobility Disabilities are being denied access to, excluded from participation in, or
6 denied the benefits of the Shasta County Jail's Facilities starting on May 6, 2013 through the
7 Term. This release of claims will not apply to claims based on accessibility barriers in the Jail's
8 Facilities that remain in existence after the expiration of the Term. The release of claims in this
9 Section will apply and be binding upon the members of the Settlement Class throughout the
10 Term.

11 This Settlement Agreement and Release of Claims is in compromise of disputed claims
12 and therefore the Settlement Agreement and Release shall not constitute in any manner an
13 admission of liability or responsibility by the parties to this Settlement Agreement and Release of
14 Claims. Notwithstanding any other provisions in this paragraph, Defendants agree that Plaintiffs
15 are the prevailing parties for purposes of reasonable attorneys' fees and costs.

16 The Released Claims will not include any claims to enforce the terms of this Settlement
17 Agreement.

18 Except as otherwise provided for in this Settlement Agreement, nothing in this Settlement
19 Agreement releases any damages claims to which Class Members may be entitled.

20 To avoid any doubt, Mr. Everett Jewett's individual claims are not hereby released except
21 as they relate to purely injunctive relief.

22 **3.2. Known or Unknown Claims**

23 With respect to the release of claims as provided in Section III.3.1, Plaintiffs and the
24 Settlement Class agree that the Settlement Agreement will cover all claims for injunctive or
25 declaratory relief of every nature and kind whatsoever, known, or unknown, suspected or
26 unsuspected, past or present, which they may have against the County related to the accessibility
27 of the Jail facilities for persons with Mobility Disabilities, despite the fact that California Civil
28 Code Section 1542 ("Section 1542") may provide otherwise. Releasing Parties expressly waive

1 any right or benefit available to them in any capacity regarding claims for injunctive or
2 declaratory relief concerning the accessibility of the Jail Facilities, except for those that remain in
3 existence after the expiration of the Term, under the provisions of Section 1542, which provides:
4 “A general release does not extend to the claims which the creditor does not know or suspect to
5 exist in his or her favor at the time of executing the release, which if known by him or her must
6 have materially affected his or her settlement with the debtor.”

7 **4. California Forensic Medical Group, or its Successor**

8 If CFMG ever ceases being the medical contractor for the Jail it shall be released of
9 further prospective relief under the terms of this Settlement Agreement. It shall not be released
10 from any liability for attorney fees and costs for which it is responsible under the terms of this
11 Settlement Agreement or for any fees and costs that arise because of enforcing the fees and costs
12 provisions of this Settlement Agreement.

13 The County agrees that during the term of this Settlement Agreement, any contract with
14 CFMG’s successor shall contain all of the terms of this Settlement Agreement. The contract shall
15 include an express agreement by the medical contractor to be subject to the terms of this
16 Settlement Agreement and to the Court’s jurisdiction. The County further agrees that any such
17 contract will be submitted to Class Counsel for review before execution by CFMG’s successor.

18 **5. Period for Self-Evaluation of Jail Facilities**

19 **5.1. Joint Accessibility Expert**

20 Within thirty (30) days of Final Approval, the County will make diligent, good faith
21 efforts to contract with a joint accessibility expert, Sabot Consulting (“Joint Accessibility
22 Expert”), to conduct a full site inspection and assessment of the Jail facilities and prepare a
23 written report of their findings in order to identify those areas that do not comply with the
24 Accessibility Standards in effect at the time of the expert review.

25 Within ninety (90) days of contracting with the County, subject to availability of the Joint
26 Accessibility Expert, the Joint Accessibility Expert shall perform a full assessment and draft a
27 written report, of all inmate-facing areas of the Jail, including areas under the control of CFMG,
28 or its successor, in order to identify Jail facilities that do not comply with the Accessibility

Standards. The written report shall detail all physical access barriers in the Jail and recommendations for removal and/or remediation of such barriers, including the modification of jail policies and procedures. The remediation recommendation shall meet the Accessibility Standards in effect at the time of the assessment. For purposes of both evaluation and subsequent remediation, the Joint Accessibility Expert shall be authorized to interact with and interview staff for the County, CFMG, or CFMG's successor, and any inmate. The Joint Accessibility Expert may consider the nature and services of the programs offered at the Jail.

The Joint Accessibility Expert will provide written notice to Class Counsel at least two weeks prior to any site visit. Upon three days written notice to the County, Class Counsel may accompany the Joint Accessibility Expert.

The County agrees to make all of the Joint Accessibility Expert's recommendations for removal and/or remediation of physical barriers in the Jail facilities as soon as possible, with speed and diligence, and not later than three (3) years after receiving the Joint Accessibility Expert's written report. Within one (1) year after receiving the Joint Accessibility Expert's written report, the County agrees to replace combination toilet room fixtures with newer fixtures that provide required clearances per Accessibility Laws, to install or relocate grab bars such that they are in compliance with Accessibility Laws, install toilet seats to raise the seat height to the accessible range, to replace telephone cords with accessible cords, and to install accessible benches in the yards.

5.2. Applicable Accessibility Standards

To the extent any of the regulations making up the Accessibility Standards have conflicting technical specifications for the Jail, the Joint Accessibility Expert shall use the implementing regulation or policy that provides for the greatest level of accessibility and benefit to the Class. The Expert has discretion to recommend a less restrictive or accessible regulation or policy if a competing regulation or policy is not possible to implement, as long as that regulation or policy is in compliance with the Accessibility Standards.

5.3. Prioritization for Installation, Repair or Replacement

The County and Class Counsel will meet and confer in good faith regarding barrier

1 removal priorities. The County agrees that it will prioritize the installation of grab bars around
2 toilets and in showers, the installation of shower seats in the showers, removal of barriers to enter
3 the shower by Class Members, and the installation of benches in all yards. The installation of
4 grab bars, shower seats, and benches in all yards will occur within one year of Final Approval.

5 **6. Programmatic Access**

6 Within thirty (30) days of Final Approval, the County will make diligent, good faith
7 efforts to contract with the Joint Accessibility Expert, subject to the Joint Accessibility Expert's
8 availability, to conduct a full assessment of all County or CFMG, or CFMG's successor's,
9 policies and procedures related to the Jail in order to ensure that all Settlement Class Members
10 have and will continue to have access to all programming that non-mobility disabled inmates
11 have in Jail facilities. The Joint Accessibility Expert shall be authorized to interact with and
12 interview any staff for the County or CFMG, or CFMG's successor, or any inmate.

13 Within ninety (90) days of contracting with the County, the Joint Accessibility Expert
14 shall prepare a written report detailing his or her findings and recommendations for
15 modifications, if any, to County and CFMG, and its predecessor's, policies and procedures.

16 **6.1. Policies and Procedures**

17 Within 30 days of the completion of the Joint Accessibility Expert's evaluation in Section
18 III.6 Defendants and Class Counsel shall meet and confer to discuss the Joint Accessibility
19 Expert's recommendations and implementation.

20 Defendants and class counsel will confer and attempt to agree on priorities pertaining to
21 implementation of the expert's recommendations regarding policies and procedures of the jail and
22 CFMG, or its successor, relating to isolation of prisoners with mobility disabilities, access to
23 grievance forms, and activities of daily living.

24 **6.2. Jail Inmate Programs**

25 Defendants agree:

26 **6.2.1.** That Settlement Class Members shall have access to all programs
27 that non-mobility disabled inmates have in Jail facilities, including inmate work programs;

28 **6.2.2.** That Mobility Disabilities will not serve to disqualify Settlement

Class Members from participating in programs in which they are otherwise eligible to participate;

6.2.3. That all programs, services, and activities shall be offered in Accessible locations, including inmate work programs;

6.2.4. That Settlement Class Members shall be treated as “inmate workers” for purposes of program access. This includes, but is not limited to:

- That Settlement Class members who state a willingness to work, but are unable to do so because of that inmate’s mobility disability given the limited work assignments available at the jail, that inmate will be awarded the same work-related sentence reduction provided to inmate workers.
- That Settlement Class members who state a willingness to work, but are unable to do so because of that inmate’s mobility disability are provided the same privileges as inmate workers. These privileges include an increase in the number of visitations permitted and the length of the visit.
- The County will provide reasonable accommodations and modifications to Class Members to enable them to work as required by law.

6.2.5. That Settlement Class Members will be escorted, to the extent necessary, to any program in which they are otherwise eligible to participate in, provided that program is available in the Jail in which the inmate is housed;

6.2.6. To notify Settlement Class Members of the programs available to them in either paper or electronic format, or both.

7. ADA Coordinator

Within thirty (30) days of Final Approval, the County shall employ an ADA Coordinator who will oversee the Jail’s compliance with Accessibility Laws.

The duties of the ADA Coordinator shall include:

- Interfacing with staff for the County or CFMG, or CFMG’s successor, to ensure that Settlement Class Members receive reasonable accommodations as appropriate;
- Reviewing, investigating, and interfacing with staff for the County, CFMG, or

CFMG's successor, to attempt to resolve inmate mobility disability related requests and grievances;

- Monitoring and responding to Mobility Disability-related issues that otherwise come to the ADA Coordinator's attention;
- Ensuring compliance with Settlement Agreement; and
- Ensuring the County's compliance with Accessibility Laws at the Jail.

The ADA Coordinator shall have the authority to make recommendations regarding the provision of reasonable accommodations to Settlement Class Members including, when necessary, the authority to bring issues to the attention of County Officials (including, without limitation, the Jail Commander and Sheriff) for resolution, and to bring any and all issues to the attention of Class Counsel during the Term.

8. Accommodations

Settlement Class Members shall receive reasonable accommodations when they request them and/or as prescribed by CFMG, or its successor's, medical professionals.

Accommodations may include, but are not limited to: assignment to lower bunks; assignment to cells on lower tiers; changes of clothing; extra blankets; shower benches; mobility equipment; and assignment to a cell with accessible features.

Information reflecting orders by CFMG, or its successor's, medical professionals for accommodations for Settlement Class Members shall be accessible to custody staff so that they may be implemented in housing areas.

9. Grievance Process

9.1. Grievance Form

The County shall amend its existing grievance form to include a checkbox or similar means to identify that the request and/or grievance is Mobility Disability-related.

9.2. ADA Grievances

All grievances in which an inmate indicates that the grievance is a Mobility Disability related pursuant to Section III.9.1 or that involves mobility assistive devices and/or physical accessibility of the Jail shall be designated "ADA" grievances even if the inmate who filed the

grievance did not check the “ADA” box. The issue of whether or not a grievance is an ADA Grievance is itself an ADA Grievance.

9.3. ADA Grievance Process

The Jail’s grievance process shall be amended such that during the Term of the Settlement Agreement, if an ADA grievance is denied at the second level of the grievance process, the grievance will be submitted to the ADA Coordinator for review and the ADA Coordinator will submit the grievance and the denial of the grievance to class counsel within fourteen (14) days. At Class Counsel’s sole discretion, Class Counsel may meet with or confer with the ADA Coordinator regarding the ADA grievance. The ADA Coordinator and the Jail shall make reasonable efforts at Class Counsel’s request to make the inmate available to confer with Class Counsel over the telephone or for an in person visit at the Jail at Class Counsel’s sole discretion. The ADA Coordinator will furnish Class Counsel with all documents related to the ADA grievance on request.

During the Term of the Settlement Agreement, any ADA grievance that is denied at the first level review will be automatically appealed to the second level of the grievance process. Also during the Term of the Settlement Agreement, any ADA grievance that is denied at the second level review, will be automatically appealed to the ADA Coordinator.

9.4. Response Time

The response time for ADA grievances will be no more than that allowed for under the standard grievance policy.

9.5. Grievance Document Retention

Defendants will keep copies of all ADA grievances for purposes of monitoring in this matter.

9.6. ADA Bill of Rights Leaflet

Within 90 days of the effective date, and in consultation Joint Accessibility Expert, the County shall create and distribute a leaflet (“ADA Bill of Rights Leaflet”) to be available at the Jail to advise Class Members of their rights under the Accessibility Laws. Upon request of the County, Class Counsel shall work with the Joint Accessibility Expert to provide a draft leaflet

1 within 30 days. This leaflet is to be provided to all current inmates and any future inmate in
2 paper form. Additionally, it shall be posted in all day rooms, the Jail's visitor waiting room, and
3 made available to inmates in the same location and manner as grievance forms. This leaflet shall,
4 at a minimum, contain a summary of class members' rights under the Accessibility Laws, the
5 grievance process as it relates to ADA grievances, the appeal process for ADA grievances, and
6 how to contact the ADA coordinator.

7 **10. Identification and Tracking of Inmates with Disabilities**

8 In consultation with the Joint Accessibility Expert, Defendants shall design and
9 implement a system for identifying and tracking all inmates who are qualified individuals with
10 Mobility Disabilities within six (6) months of the Final Approval of the Settlement Agreement.
11 The County will also track the reasonable accommodations necessary for qualified inmates with
12 Mobility Disabilities to participate in the programs, services, and activities offered by Defendants
13 at the Jail.

14 **11. Training**

15 Within sixty (60) days of Final Approval of the Settlement Agreement Defendants shall
16 provide a comprehensive training to all current staff for the County or CFMG, or CFMG's
17 successor, at the Jail regarding the rights of inmates with mobility disabilities under Accessibility
18 Laws and Jail policies pertaining to treatment of inmates with disabilities.

19 Defendants will provide comprehensive training to all newly hired staff for the County or
20 CFMG, or CFMG's successor, within thirty (30) days of their start date.

21 Defendants will also provide updated training regarding the rights of inmates with
22 disabilities under Accessibility Laws and Jail policies pertaining to inmates with mobility
23 disabilities on an annual basis.

24 Defendants will provide Class Counsel with a copy of training materials used for these
25 purposes within 30 days of creation. Class Counsel will provide input within thirty days of
26 receipt. The County agrees to consider Class Counsel's input in good faith.

1 **12. Reporting of Progress**

2 **12.1. Joint Accessibility Expert to Report on Progress**

3 The County shall retain the services of the Joint Accessibility Expert to monitor the
4 County's compliance with the barrier removal and policy changes identified in the Joint
5 Accessibility Expert's written report.

6 The Joint Accessibility Expert shall be retained until the completion of the barrier removal
7 identified in the Joint Accessibility Expert's written report.

8 **12.2. Review of Plans**

9 The County will provide copies of architectural drawings ("plans") for construction or
10 physical alterations within the Jail to the Joint Accessibility Expert on request to review (either
11 onsite or via electronic mail/mail) for compliance with the Settlement Agreement as follows:

12 **12.2.1. Work Performed by County Staff:** the County will provide the Joint
13 Accessibility Expert with plans to review at least sixty (60) days prior to implementation by the
14 County.

15 **12.2.2. Job Order Contracts:** The County will provide to the Joint
16 Accessibility Expert plans and specifications to be included in a job bid package sixty (60) days
17 prior to the time that the County schedules to accept bids.

18 **12.2.3. If during the Term of this Agreement the County uses any method**
19 other than Job Order Contracts to hire none County Staff to perform physical alterations to the
20 Jail, the County shall promptly inform Class Counsel and provide the Joint Accessibility Expert
21 notice analogous to the notice required for Job Order Contracts as defined in Section III.12.2.2.

22 The Joint Accessibility Expert will have 21 days from receipt of the plans to provide
23 comments to the County. Additional time will be provided to the Joint Accessibility Expert if
24 reasonable. If the County agrees with the Joint Accessibility Expert's comments for changes to
25 the plans, the County will incorporate the agreed upon changes into the plans. If the County
26 disagrees with the Joint Accessibility Expert's comments for changes to the plans, the County
27 will notify Plaintiffs' Counsel of the disagreement, provide copies of the Joint Accessibility
28 Expert's comments and any materials referenced to Plaintiffs' counsel, and the Parties will

engage in a meet and confer process to see if any disputes can be resolved.

If the meet and confer process does not resolve a dispute, it will be subject to the overall dispute resolution provision of Section III.13 of the Settlement Agreement.

12.3. On-Site Inspection of Completed Construction

Unless otherwise agreed to by the Parties in writing, the Joint Accessibility Expert will conduct site inspections at least every four months to review completed work. If at the Joint Accessibility Expert's discretion, additional site inspections are required, those inspections will occur. The Expert shall confirm that work in progress and completed work complies with accessible design standards under state and federal law and the agreed upon terms of the Settlement Agreement.

The Joint Accessibility Expert will provide written notice to Class Counsel two weeks prior to any site visit. Upon three days written notice to the County, Class Counsel may accompany the Joint Accessibility Expert. Class counsel will not be limited in the number of attorneys that attend any site visit; however, the Defendants shall pay for no more than two Class Counsel to be present at any site visit. For purposes of these site inspection Class Counsel will bill at a blended rate \$500 per hour for each attorney. Defendants shall also pay for travel and costs.

12.4. Reports

The Joint Accessibility Expert will provide a written report to the Parties regarding the County's compliance with the terms of the Settlement Agreement every four (4) months. The first report shall be issued four (4) months from the completion of the Joint Accessibility Expert's Report. Upon meeting and conferring, the parties may jointly agree in writing to accelerate or retard the issuance of any individual Joint Accessibility Expert Report.

The Joint Accessibility Expert will provide the Parties a draft of the report at least fourteen (14) days before issuing the report. The Parties will have the opportunity to comment on the proposed report, and may agree to allow the Joint Accessibility Expert an additional seven (7) days to finalize a report after he/she receives comments from the Parties.

1 **12.5. Reporting by the County**

2 The County will provide a written report to the Joint Accessibility Expert, with a copy to
3 Plaintiffs' counsel, on a semi-annual basis, during the performance of remediation work. The
4 initial report by the County will be due six (6) months from Final Approval of the Settlement
5 Agreement. The reports will include the following:

- 6 • A list and description of remediation work required by the Settlement Agreement
7 planned for the next six (6) months;
- 8 • A summary of remediation work required by the Settlement Agreement
9 completed during the previous six (6) months;
- 10 • A summary of remediation work required by the Settlement Agreement in
11 progress including any estimated dates of completion and
- 12 • A statement confirming that it has incorporated the agreed upon policy changes-
13 in Section III.6 of the Settlement Agreement into the training it provides Jail
14 staff.

15 **12.5.1.** Defendants do not currently have the ability to run searches and
16 provide statistics about assistive devices usage/grievances to Class Counsel, number of inmates
17 with Mobility Disabilities but will have this ability once the identification and tracking system
18 referenced in Section III.10 is developed and implemented. Defendants agree to provide Class
19 Counsel with such statistics six (6) months after the system is operational and thereafter on an
20 annual basis during the Term of this Settlement Agreement.

21 **12.5.2.** Plaintiffs will provide comments on the County reports (if any)
22 within thirty (30) days of receiving the report.

23 **13. Dispute Resolution**

24 **13.1.** The Parties will negotiate in good faith to resolve any dispute relating to
25 the interpretation or implementation of this Settlement Agreement.

26 **13.2.** In the event Plaintiffs believe that Defendants are not in compliance with
27 the terms of this Settlement Agreement, Plaintiffs will notify the Defendants in writing of the
28 alleged noncompliance.

1 **13.3.** Defendants will have fourteen (14) days following receipt of the
2 notification to respond to Plaintiffs concerning the alleged violations or noncompliance.

3 **13.4.** Following Plaintiffs' receipt of Defendants' response, if any, to any alleged
4 violations or noncompliance, the Parties will negotiate in good faith for at least fourteen (14) days
5 to resolve their difference.

6 **13.5.** Plaintiffs agree not to file any motion to enforce this Settlement Agreement
7 until this dispute resolution process has been completed and then only if the alleged violations or
8 noncompliance have not been corrected as a result of the dispute resolution effort by the Parties.
9 Any motion to enforce this Settlement Agreement will be brought in the court in which this action
10 is currently pending.

11 **13.6.** In the event that a dispute is submitted to the District Court for decision
12 pursuant to Section III.13.5 the District Court shall have discretion to award all reasonable and
13 necessary attorneys' fees and costs incurred by Class Counsel in accordance with applicable law.

14 **13.7.** Notices to the Parties will be sent to the following individuals and
15 locations:

16 For Plaintiffs:

17 Director of Litigation
18 Disability Rights Legal Center
19 350 S. Grand Ave, Suite 1520
20 Los Angeles, CA 90071
21 Telephone: (626) 389-8277
22 Facsimile: (213) 736-1428

23 Steven Ragland, Esq.
24 Keker and Van Nest
25 633 Battery Street
26 San Francisco, CA 94111-1809
27 Telephone: (415) 391-5400

28 Jon A. Atabek, Esq.
 Atabek & Associates, P.C.
 16330 Bake Parkway
 Irvine, CA 92618
 Telephone: (213) 394-5943

For Defendants:

Jim Ross, Assistant County Counsel
Shasta County Counsel's Office
1450 Court Street, Rm. 332
Redding, CA 96001

Jerome M. Varanini, Esq.
CFMG
Law Office of Jerome M. Varanini
641 Fulton Ave. STE. 200
P.O. Box 590
Sacramento, CA 95812-0590

13.8. The Parties understand, recognize, and agree that the inmate grievance process is an important step in the operation of the Jail and the protection and providing of services to inmates. Accordingly, during the Term of this Settlement Agreement, the Parties agree that all individual ADA-related inmate grievances shall first be submitted to the Defendants via established inmate grievance process as modified by Section III.13 of this agreement. Once the administrative review process for an inmate grievance is exhausted, should the individual inmate contend that the grievance process procedures failed to adequately address an ADA-related complaint within the purview of the Settlement Agreement in this Litigation, only at that time may Class Counsel invoke the dispute resolution process set out in this Section. Nothing in this Settlement Agreement is intended to preempt and/or violate any existing requirement of the Prison Litigation Reform Act ("PLRA") or the Prison Rape Elimination Act ("PREA"). Additionally, nothing in this Settlement Agreement is intended to interfere with the grievance process(es) and/or reporting process(es) under the PLRA and/or PREA.

14. Plaintiffs are Prevailing Parties

Defendants agree that, conditioned upon the District Court granting Final Approval of this Settlement Agreement, and the Judgement becoming Final, Plaintiffs are prevailing parties for purposes of awarding reasonable attorneys' fees, expenses, and costs.

15. Motion for Attorney Fees, Expenses and Costs

15.1. Plaintiffs will move or apply for approval by the District Court of the reasonable attorney fees, expenses, and costs incurred by Class Counsel.

1 **15.2.** The County and CFMG will pay the amounts awarded by the District Court
2 after: (i) the District Court has issued a written order granting Final Approval of this Settlement
3 Agreement; (ii) The Judgement has become Final and (iii) the District Court has approved an
4 award of reasonable attorney fees, expenses, and costs. Both Parties reserve the right to appeal
5 the District Court's order on attorneys' fees, expenses, and costs.

6 **15.3.** The County and CFMG's payment of the amounts awarded by the District
7 Court for reasonable attorney fees, expenses, and costs is in full and complete satisfaction of any
8 and all claims for attorneys' fees, expenses, and costs incurred by Plaintiffs and Class Counsel in
9 the Class Action, and Plaintiffs (on behalf of themselves and the Settlement Class) and Class
10 Counsel expressly waive any right to recover any additional attorneys' fees, expenses, and costs
11 of any in connection with the Class Action or this Settlement Agreement, except for attorneys'
12 fees, expenses, and costs recoverable by Plaintiffs and Class Counsel as expressly provided in this
13 Settlement Agreement.

14 **15.4.** The Defendants' liability will be joint and several. The Defendants will
15 enter into a separate private agreement with respect to apportionment. The Defendants' failure to
16 reach such an agreement will not serve as a basis for contesting the finality or enforceability of
17 this Settlement Agreement.

18 **16. Monitoring Fees, Expenses and Costs**

19 The Parties acknowledge that Class Counsel will incur attorneys' fees and costs and will be
20 entitled to recover reasonable attorneys' fees and costs during the Term of this agreement for
21 Monitoring the agreement after the period for attorneys' fees and costs covered under the Section
22 III.15. The parties agree that Class Counsel shall submit, on a semi-annual basis, applications for
23 attorneys' fees and costs to Defendants to cover their reasonable fees and costs spent Monitoring
24 the Settlement Agreement and the parties will negotiate in good faith to attempt to resolve the
25 issue. Time spent on these applications will also be recoverable. In the event that the parties are
26 unable to agree on the issue, Plaintiffs' counsel may bring an action before the District Court
27 through a motion for attorneys' fees and costs and the District Court shall award all reasonable
28 and necessary attorneys' fees and costs incurred by Class Counsel in accordance with applicable

law.

17. Governing Law

This Settlement Agreement will be governed by and construed in accordance with the laws of the State of California with respect to principles of common law contract interpretation.

18. Continuing Jurisdiction

The Court shall maintain jurisdiction over the lawsuit, including jurisdiction to enforce the terms of this Settlement Agreement and to otherwise oversee compliance with the terms of this Settlement Agreement for the duration of the Term and for such additional time as may be necessary to resolve any disputes still pending at the end of the Term. The Parties and their counsel will have standing to seek enforcement of this Settlement Agreement. Nothing in this Settlement Agreement shall preclude the Parties from seeking to reduce, or the Court reducing the duration of this agreement.

19. Duration of the Agreement

This Settlement Agreement, including all of its obligations will be in effect for the Term, as defined in Section II.24, after which time its provisions will automatically terminate unless the Court determines that, based on applicable law and specific findings of fact, that it is necessary to extend the duration of this Agreement. Nothing in this Settlement Agreement shall preclude the Parties from seeking to extend, or the Court extending, the duration of this agreement.

20. Dismissal

Within forty-five (45) days of the Effective Date of this Settlement Agreement, Class Counsel shall provide to counsel for Defendants a signed form for request for dismissal of the First, Second, Third, Fourth, Fifth, and Sixth Claim for Relief in the Lawsuit. The dismissal will expressly incorporate the terms of the Settlement Agreement, and the Court will expressly retain jurisdiction for purpose of enforcing the Settlement Agreement as stated above. Claims seven and eight will not be dismissed.

21. Entire Agreement

This Settlement Agreement expresses and constitutes the complete and final

1 understanding of the Parties with respect to the subject matter of this Settlement Agreement. The
2 parties hereto understand and agree that the terms of this Settlement Agreement supersede any
3 prior discussions, understandings, or agreements, whether orally or in writing, between them
4 related to the subject matter hereof.

5 **22. Computing Time**

6 When the period is stated in days:

7 **22.1.** Exclude the day of the event that triggers the period;

8 **22.2.** Count every day, including intermediate Saturdays, Sundays, and legal
9 holidays; and

10 **22.2.1.** include the last day of the period, but if the last day is a Saturday,
11 Sunday, or holiday for the United States District Court for the Eastern District of California, the
12 period continues to run until the end of the next day that is not a Saturday, Sunday, or a holiday
13 for the United States District Court for the Eastern District of California.

14 **23. Counterparts**

15 This Settlement Agreement may be executed in counterparts, each of which shall be
16 considered an original, but all of which, taken together, shall constitute one and the same
17 instrument.

18 **24. Interpretation**

19 The language of this Settlement Agreement shall be construed as a whole according to its
20 fair meaning, and not strictly for or against any of the Parties. The headings in this Settlement
21 Agreement are solely for convenience and shall not be considered in its interpretation. Where
22 required by context, the plural includes the singular and the singular includes the plural, and the
23 terms “and” and “or” shall mean “and/or.” This Settlement Agreement is the product of
24 negotiation and joint drafting so that any ambiguity shall not be construed against any party.

25 **25. Severability**

26 In the event any portion of this Settlement Agreement is deemed to be unenforceable, or is
27 in conflict with applicable law, the remainder of this Settlement Agreement will be enforced and
28 will remain in full force and effect. Nothing in this Settlement Agreement shall be construed to

1 require the Defendants to act contrary to state or federal laws, regulations or guidelines.

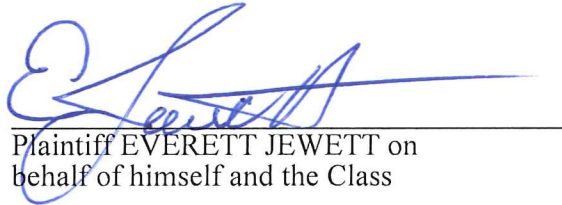
2 **26. Additional Documents**

3 To the extent any documents are required to be executed by any of the Parties to
4 effectuate this Settlement Agreement, each party hereto agrees to execute and deliver such and
5 further documents as may be required to carry out the terms of this Settlement Agreement.

6 **27. Authority to Bind**

7 Each signatory to this Settlement Agreement certifies that it, he or she is fully authorized
8 by the party it, he or she represents to enter into the Settlement Agreement, to execute it on behalf
9 of the party represented, and to legally bind that party thereto.

10
11
12 Dated: Sept 1st, 2017


Plaintiff EVERETT JEWETT on
behalf of himself and the Class

15
16 Dated: _____, 2017

Plaintiff GLEN HAROLD EVERETT on behalf
of himself and the Class

18
19 Dated: _____, 2017

Plaintiff MICHAEL DONALD ACKLEY on
behalf of himself and the Class

20
21
22 Dated: _____, 2017

Plaintiff LEGAL SERVICES FOR
PRISONERS WITH CHILDREN on
behalf of himself and the Class

23
24
25 //

26 //

27 //

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12 Dated: _____, 2017

Plaintiff EVERETT JEWETT on
behalf of himself and the Class

13
14
15 Dated: 9-15, 2017



Plaintiff GLEN HAROLD EVERETT on behalf
of himself and the Class

16
17
18 Dated: _____, 2017

Plaintiff MICHAEL DONALD ACKLEY on
behalf of himself and the Class

19
20
21 Dated: _____, 2017

Plaintiff LEGAL SERVICES FOR
PRISONERS WITH CHILDREN on
behalf of himself and the Class

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13 Dated: _____, 2017

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Plaintiff EVERETT JEWETT on
behalf of himself and the Class

15

16 Dated: _____, 2017

17

Plaintiff GLEN HAROLD EVERETT on behalf
of himself and the Class

18

19 Dated: 9/15/, 2017

20

Michael Donald Ackley

Plaintiff MICHAEL DONALD ACKLEY on
behalf of himself and the Class

21

22 Dated: _____, 2017

23

Plaintiff LEGAL SERVICES FOR
PRISONERS WITH CHILDREN on
behalf of himself and the Class

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Plaintiff EVERETT JEWETT on
behalf of himself and the Class

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15 Dated: _____, 2017

Plaintiff GLEN HAROLD EVERETT on behalf
of himself and the Class

16
17
18 Dated: _____, 2017

Plaintiff MICHAEL DONALD ACKLEY on
behalf of himself and the Class

19
20
21 Dated: Sept 27, 2017



Plaintiff LEGAL SERVICES FOR
PRISONERS WITH CHILDREN on
behalf of himself and the Class

22
23
24
25 //

26 //

27 //

28 //

APPROVED AS TO FORM

For Plaintiffs and the Class

Dated: 10/18/17

KEKER & VAN NEST LLP

By:

STEVEN P. RAGLAND

AJAY KRISHNAN

TAYLOR GOOCH

Dated:

DISABILITY RIGHTS LEGAL CENTER

By:

MARONEL BARAJAS

ANA RIVERA

Dated:

ATABEK & ASSOCIATES, P.C.

By:

JON A. ATABEK

Attorneys for Plaintiffs
EVERETT JEWETT, LEGAL SERVICES
FOR PRISONERS WITH CHILDREN,
GLEN HAROLD EVERETT, MICHAEL
DONALD ACKLEY, HAROLD ROBERT
MARQUETTE

APPROVED AS TO FORM

For Plaintiffs and the Class

Dated:

KEKER & VAN NEST LLP

By:

STEVEN P. RAGLAND

AJAY KRISHNAN

TAYLOR GOOCH

Dated:

10-11-2017

DISABILITY RIGHTS LEGAL CENTER

By:

MARONEL BARAJAS

ANA RIVERA

Dated:

ATABEK & ASSOCIATES, P.C.

By:

JON A. ATABEK

Attorneys for Plaintiffs
EVERETT JEWETT, LEGAL SERVICES
FOR PRISONERS WITH CHILDREN,
GLEN HAROLD EVERETT, MICHAEL
DONALD ACKLEY, HAROLD ROBERT
MARQUETTE

APPROVED AS TO FORM

For Plaintiffs and the Class

Dated: KEKER & VAN NEST LLP

By: STEVEN P. RAGLAND

AJAY KRISHNAN

TAYLOR GOOCH

Dated: DISABILITY RIGHTS LEGAL CENTER

By: MARONEL BARAJAS

ANA RIVERA

Dated: October 11, 2017 ATABEK & ASSOCIATES, P.C.

By:  JON A. ATABEK

Attorneys for Plaintiffs
EVERETT JEWETT, LEGAL SERVICES
FOR PRISONERS WITH CHILDREN,
GLEN HAROLD EVERETT, MICHAEL
DONALD ACKLEY, HAROLD ROBERT
MARQUETTE

For Defendants:

Dated:

11/2/17

LAW OFFICES OF JEROME M.
VARANINI

By:

JEROME MARTIN VARANINI

Attorneys for Defendants
CALIFORNIA FORENSIC MEDICAL
GROUP, INC., DR., JEREMY AUSTIN,
MARY BARNES, AND JAMES
ROEMMICH

Dated:

8/17/2017

BRICKWOOD LAW OFFICE

By:

GARY CHARLES BRICKWOOD

Attorneys for Defendant SHASTA
COUNTY SHERIFF'S DEPARTMENT

I hereby attest that I have on file all holographic signatures corresponding to any
signatures indicated by a conformed signature (/S/) within this e-filed document.

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT REGARDING MOBILITY
IMPAIRED INMATES IN SHASTA COUNTY JAILS**

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

This Notice is about a proposed settlement in a class action lawsuit against the Shasta County Sheriff's Department and California Forensic Medical Group involving the Americans with Disabilities Act ("ADA"). The lawsuit is called *Jewett et al. v. Shasta County Sheriff's Department, et al.*, Case No. 2:13-cv-0882 MCE AC (PC).

The District Court has scheduling a hearing to consider the settlement on April 19, 2018, at 2:00 p.m., at the Robert T. Matsui United States Courthouse, Courtroom 7, 14th Floor, 501 I Street, Sacramento, CA 95814. This hearing is referred to as the Fairness Hearing.

ABOUT OF THE LAWSUIT

Several inmates of the Shasta County Jail and an organization, called Legal Services for Prisoners with Children, filed a lawsuit against the Sheriff, the Shasta County Sheriff's Department, Shasta County and California Forensic Medical Group under the ADA and other laws claiming that inmates with mobility impairments were being denied equal access to programs, services and facilities available to inmates without mobility impairments, and that they were not provided with reasonable accommodations for their disabilities. Specifically, the lawsuit alleges that jail staff did not give inmates with mobility impairments, who need mobility aids, such as wheelchairs, walkers or crutches the same access to jail programs, services, and activities that they offered to inmates without mobility impairments. The lawsuit also alleged that the jail facilities had physical barriers that denied inmates with mobility disabilities access. The Sheriff, the Shasta County Sheriff's Department, Shasta County and California Forensic Medical Group (together, "Defendants") deny any liability or wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Everett Jewett, Glen Harold Everett, Michael Donald Ackley, and Legal Services for Prisoners with Children ("Plaintiffs")), sue on behalf of people who have

similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States

District Judge Morrison C. England is in charge of this class action. The parties have reached a settlement and this notice provides details of that settlement.

The District Court appointed Keker, Van Nest & Peters LLP, Disability Rights Legal Center, and Atabeck & Associates to serve as the attorneys to the class in this lawsuit (“Class Counsel”).

The Court did not decide in favor of either Plaintiffs or the Defendants in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of a trial, and settlement benefits go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class Members taking into account the benefits of the settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the litigation continues. By agreeing to the terms of settlement, Defendants are not admitting wrongdoing or liability.

THE SETTLEMENT CLASS

The settlement class includes all current and future detainees and prisoners with a Mobility Disability, at any time from May 6, 2011 through the term of the settlement agreement who, because of their disabilities, need appropriate accommodations, modifications, services, and and/or physical access at Shasta County Jail.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The following is only a summary of the terms and benefits of the settlement. The written agreement between the parties has the full terms of the proposed settlement. There are instructions below if you want more information regarding this settlement.

The settlement requires Defendants to make various changes and improvements to Shasta

County jail facilities that house or process inmates with mobility impairments. The settlement is for injunctive relief only and does not provide for any cash payment to members of the class, but it also does not limit your right to bring a claim for damages if you have one.

The Defendants have agreed to do the following:

1. Hire an expert who will inspect the jail and identify all areas that do not comply with the ADA and remove and/or remediate all of the physical barriers identified in the expert's report. The expert will also monitor construction by reviewing construction plans, conducting site inspections of completed work and providing written reports to Class Counsel. The expert will use the policy or regulation that gives the greatest level of accessibility to the class. Hire an expert who will review all of the jail-related policies and recommend changes that will be implemented.
2. Hire an ADA Coordinator who will oversee the Jail's compliance with laws relating to accessibility. The ADA Coordinator will also work with jail and CFMG staff to ensure inmates with disabilities receive appropriate accommodations, review any investigation related to inmates' accommodation-related requests and grievances, and monitor mobility-disability-related issues.
3. Amend the Jail grievance form to identify mobility-disability related requests. The grievance process will also be amended such that if a grievance that is designated an ADA grievance is rejected at the second level of the grievance process, the grievance will be submitted to the ADA coordinator for review and the ADA coordinator will submit the grievance and any denial of the grievance to Class Counsel within fourteen (14) days.
4. Provide inmates with mobility impairments equal access to programs and services such as educational and vocational programs, educational and religious activities, and notify inmates with mobility impairments of the programs available to them
5. Implement a system for identifying and tracking all inmates who have mobility disabilities as well as track the reasonable accommodations necessary for inmates with mobility disabilities to participate in the programs, services and activities in the Jail.

6. Provide comprehensive training to all current and future Jail staff for the County, CFMG, or CFMG's successor, regarding the rights of inmates with mobility disabilities under federal and state disability laws and Jail policies pertaining to treatment of inmates with disabilities.
7. Defendants agree to pay Class Counsel's attorney fees and costs. The Court will decide the amount.
8. Defendants also agree to pay Class Counsel's reasonable attorney fees and costs associated with monitoring compliance with the settlement agreement and with dispute resolution.
9. The Court will retain jurisdiction to enforce this Agreement for at least 3 years.
10. The Class Representatives release and settle all of their claims against Defendants for injunctive relief only. Class Members release class claims for injunctive relief, but do not release any future claims or claims for damages.

OBJECTIONS TO THE SETTLEMENT

The Court has given preliminary approval of the Settlement Agreement, and has scheduled a Fairness Hearing before the Honorable Morrison C. England for April 19, 2018 in Courtroom 7, 14th Floor of the United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814, to determine whether the proposed settlement is fair and reasonable and should be finally approved. Although you are not required to attend, as a Class Member, you have the right to attend and be heard at this hearing. This hearing date may be changed by the Court without further notice to the entire Class.

Class Members have a right to object to the terms of the Settlement Agreement. To be considered by the District Court, Class Member objections can be made via phone or in writing. All objections must be postmarked or submitted to Class Counsel by not later than March 28, 2018 at the contact information listed below:

DISABILITY RIGHTS LEGAL CENTER
350 S. Grand Ave, Suite 1520
Los Angeles, California 90071
Telephone: (866) 752-6679
Email: DRLCenter@drlcenter.org

Objections must include all of the following information:

- (1) The objector's contact information (full name and address. And, if available, phone number and email, and inmate number);
- (2) An explanation of the basis for your objection to the Settlement Agreement;
- (3) A statement that you are a member of the Class alleged herein; and
- (4) A statement whether you intend to appear at the Fairness Hearing.

All information submitted to Class Counsel will be provided to the attorneys for the Sheriff, the Shasta County Sheriff's Department, Shasta County and California Forensic Medical Group and the District Court.

Only Class Members who submitted timely written or telephonic objections in the manner described above will have the right, if they seek it in their objections, to present objections at the Fairness Hearing. Any Class Member who fails to timely submit an objection may not be granted the right to appear before the Court at the hearing to make objections to the adequacy and/or fairness of the proposed Settlement Agreement. Objectors may withdraw their objections at any time.

IF YOU DO NOT OPPOSE THE SETTLEMENT, YOU DO NOT NEED TO APPEAR OR SUBMIT ANYTHING IN WRITING OR TELEPHONICALLY.

HOW TO GET MORE INFORMATION

This is a summary of the Settlement Agreement. You can go to the Court any time during regular business hours to look at the pleadings in this case and the Settlement Agreement. The Court is the Robert T. Matsui United States Courthouse, Courtroom 7, 14th Floor, 501 I Street, Sacramento, CA 95814. You can also contact Class Counsel for more information as follows:

DISABILITY RIGHTS LEGAL CENTER
350 S. Grand Ave, Suite 1520
Los Angeles, California 90071
Telephone: (866) 752-6679
Email: DRLCenter@drlcenter.org

DO NOT CALL OR WRITE TO THE COURT REGARDING THIS CASE

1 KEKER & VAN NEST LLP
STEVEN P. RAGLAND - # 221076
2 sragland@kvn.com
AJAY S. KRISHNAN - # 222476
3 akrishnan@kvn.com
TAYLOR GOOCH - # 294282
4 tgooch@kvn.com
633 Battery Street
5 San Francisco, CA 94111-1809
Telephone: 415 391 5400

6 ATABEK & ASSOCIATES, P.C.
7 JON A. ATABEK, ESQ. - # 269497
jatabek@atabeklaw.com
8 300 Spectrum Center Dr., Ste.400
Irvine, CA 92618
9 Telephone: 213 394 5943

10 DISABILITY RIGHTS LEGAL CENTER
MARONEL BARAJAS - #242044
11 maronel.barajas@drlcenter.org
ANNA RIVERA - # 239601
12 anna.rivera@drlcenter.org
350 S. Grand Avenue, Suite 1520
13 Los Angeles, CA 90071
Telephone: 213 736 1031

14 Attorneys for Plaintiffs
15 EVERETT JEWETT, LEGAL SERVICES FOR PRISONERS
WITH CHILDREN, GLEN HAROLD EVERETT, MICHAEL
16 DONALD ACKLEY, HAROLD ROBERT MARQUETTE

17 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

18 EVERETT JEWETT, LEGAL SERVICES
19 FOR PRISONERS WITH CHILDREN,
GLEN HAROLD EVERETT, MICHAEL
20 DONALD ACKLEY, HAROLD
ROBERT MARQUETTE, on behalf of
21 themselves and all others similarly
situated,

22 Plaintiffs,

23 v.

24 SHASTA COUNTY SHERIFF'S
DEPARTMENT, a public entity; TOM
BOSENKO, as Sheriff of the Shasta
25 County; SHASTA COUNTY, a public
entity; and CALIFORNIA FORENSIC
26 MEDICAL GROUP, INC. a private entity;
and DOES 1 through 25, in their
27 individual capacities,

28 Defendants.

Case No. 2:13-cv-0882 MCE AC (PC)
CLASS ACTION

**[PROPOSED] ORDER (1) GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT; (2) GRANTING
CERTIFICATION OF SETTLEMENT
CLASS; (3) DIRECTING NOTICE TO
THE CLASS; AND (4) SETTING DATE
FOR FAIRNESS HEARING**

Date: February 22, 2018
Time: 2:00 p.m.
Dept.: Courtroom 7, 14th Floor
Judge: Hon. Morrison C. England, Jr.
Date Filed: May 6, 2013
Trial Date: None set

ORDER

The Parties have applied to the Court for an order preliminarily approving the settlement of this action in accord with the Settlement Agreement (“Agreement”), which sets forth the terms and conditions of a proposed settlement and dismissal of the class action with prejudice, with the Court retaining jurisdiction to enforce the Agreement throughout its term. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, the Court GRANTS Parties’ Joint Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. On April 4, 2017, this Court granted Plaintiffs’ Motion for Class Certification, certifying a class for declaratory and injunctive relief. Nothing in the class definition set forth in the Settlement Agreement has materially changed the certified class in any significant way that would impact the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b)(2) requirements. The Court finds, for purposes of settlement only, and conditioned upon the entry of this Order and the Final Judgment and Order Approving Settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are met by the Settlement Class: (a) joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so; (e) Plaintiffs and the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sort of practices alleged in the Fifth Amended Complaint; and (f) Defendants acted or refused to act on grounds that apply to the Settlement Class, so that final declaratory and injunctive relief is appropriate to the Settlement

1 Class. Accordingly, the Court hereby certifies the proposed settlement class pursuant to Federal
2 Rules of Civil Procedure 23(b)(2), and appoints Class Representatives Everett Jewett, Glen
3 Harold Everett, Michael Donald Ackley, and Legal Services for Prisoners with Children and their
4 counsel as representatives of the Settlement Class.

5
6 2. The Court hereby preliminarily approves the Settlement Agreement. The Court
7 finds on a preliminary basis that the Settlement Agreement is fair, adequate and reasonable to all
8 potential Class Members. It further appears that extensive evaluation of the merits has been
9 conducted such that Counsel for the Parties are able to reasonably evaluate their respective
10 positions. It also appears to the Court that settlement at this time will avoid substantial additional
11 costs to all Parties, as well as avoid the delay and the risks presented by further prosecution of
12 issues either in the current or separate litigation proceedings which are addressed by the
13 Agreement. It further appears that the Agreement has been reached as the result of good faith,
14 prolonged, serious, and non-collusive arms-length negotiations, including several mediation
15 sessions supervised by Magistrate Judge Allison Claire.

16
17 3. The Court hereby approves, as to form and content, the proposed Notice, attached
18 as Exhibit A to the Agreement. The Court finds that the distribution of the Notice in the manner
19 and form set forth in the Agreement meets the requirements of due process and Federal Rules of
20 Civil Procedure 23(c)(2) and 23(e). This Notice is the best practicable under the circumstances,
21 and shall constitute due and sufficient notice to all persons entitled thereto. The Parties shall
22 submit declarations to the Court as part of their Motion for Final Approval of the Class Action
23 Settlement confirming compliance with the notice provisions of the Agreement.

24
25 4. A hearing on final approval of the Agreement shall be held before the Court on a
26 date to be set by the Court to determine all necessary matters concerning the Agreement,
27 including whether the proposed Settlement Agreement's terms and conditions are fair, adequate,
28

1 and reasonable, and whether the Settlement Agreement should receive final approval by the
2 Court, as well as to rule on Class Counsel's motion requesting an award of reasonable attorneys'
3 fees, costs and expenses.

4 Objections by Class Members may be submitted to Class Counsel no later than thirty (30)
5 calendar days after notice has begun. Any Settlement Class Member who wishes to object to the
6 proposed Settlement Agreement may serve on Class Counsel a written statement or telephonic
7 statement of objection no later than thirty (30) calendar days after notice has begun (the
8 "Objection Deadline"). Such statement should include: (a) the objector's contact information (full
9 name and address. And, if available, phone number, email, and inmate number); (b) a statement
10 of the Class Member's objections; (c) a statement of his or her membership in the Settlement
11 Class, and (d) a statement whether he or she intends to appear at the Fairness Hearing.
12

13 5. Any Class Member who wishes to object to the proposed Settlement Agreement
14 may also present objections at the Fairness Hearing.
15

16 6. The procedures and requirements for filing objections in connection with the
17 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
18 presentation of any Settlement Class Members' objection to the Settlement Agreement, in
19 accordance with the due process rights of all Settlement Class Members.
20

21 7. Class Counsel shall provide copies of any objections to Defendants' counsel
22 within fourteen (14) court days of receipt. Class Counsel shall also file any objections with the
23 Court at such time as they file their Summary of Objections.

24 8. Pending the Fairness Hearing, all class proceedings in this Action, other than
25 proceedings necessary to carry out and enforce the terms and conditions of the Settlement
26 Agreement and this Order, are hereby stayed. Additionally, the Court enjoins all Settlement Class
27 Members from asserting or maintaining any claims to be released by the Settlement Agreement
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1 until the date of the Fairness Hearing.

2 9. In accordance with the above, the Court adopts the following schedule:

- 3 a. Within three (3) business days after entry of the Order Granting
4 Preliminary Approval, Notice in the form of Exhibit A to the Settlement
5 Agreement shall be posted on Class Counsels' websites, and the Shasta
6 County's official website; and prominently posted in all Jail facilities
7 operated by Defendants, including, but not limited to, all day rooms, the
8 out-patient medical pod, all visitation rooms, and the visitor waiting room.
9 The notice shall remain posted for 30 days.
10
11 b. Each Class Member shall be given a full opportunity to object to the
12 proposed Settlement and Class Counsel's request for an award of
13 reasonable attorneys' fees, costs and expenses. Any Class Member seeking
14 to object to the proposed Settlement may submit an objection to Class
15 Counsel in writing, via regular or electronic mail, or by leaving a message
16 with their objection via telephone, on a toll free number established by
17 Class Counsel.
18
19 c. Fourteen (14) days prior to the objection deadline, Plaintiffs shall file a
20 Motion for an Award of Reasonable Attorneys' Fees, Costs, and Expenses.
21 The hearing on that Motion shall be concurrent with the Fairness Hearing.
22
23 d. Twenty (20) days after Plaintiffs file a Motion for an Award of Reasonable
24 Attorneys' Fees, Costs, and Expenses Defendants shall file an opposition to
25 the aforementioned motion.
26
27 e. Ten (10) days after Defendants file an opposition to Plaintiffs' Motion for
28 an Award of Reasonable Attorneys' Fees, Costs, and Expenses Plaintiffs

1 shall file a reply to the aforementioned opposition.

2 f. The Parties shall file a Summary of Objections and Responses with the
3 Court, if any, no later than fifty (50) days after the date of the posting of
4 the Class Notice.

5 g. The Parties shall file a Joint Motion for Final Approval and respond to
6 objections, if any, no later than two (2) days prior to the Fairness Hearing.

7 All parties shall file statements of compliance with notice requirements.

8 h. The Fairness Hearing shall be held on April 19, 2018 at 2 P.M. o'clock in
9 Courtroom 7, Robert T. Matsui United States Courthouse, 501 I Street
10 Sacramento, CA 95814.

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12 10. In the event the Court does not grant final approval of the Settlement Agreement,
13 or for any reason the Parties fail to obtain a Final Judgment and Order Approving Settlement as
14 contemplated by the Settlement Agreement, or the Settlement Agreement is terminated pursuant
15 to its terms for any reason or the Effective Date does not occur for any reason, then the Settlement
16 Agreement and all orders and findings entered in connection with the Settlement Agreement and
17 the Settlement shall become null and void and be of no further force and effect whatsoever, shall
18 not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable
19 in this or any other proceeding.
20

21 This Order shall not be construed or used as an admission, concession, or declaration by
22 or against the Defendants of any fault, wrongdoing, breach, or liability, and shall not be deemed
23 to be a stipulation as to the propriety of class certification, or any admission of fact or law
24 regarding any request for class certification, in any other action or proceeding, whether or not
25 involving the same or similar claims. Nor shall this Order be construed or used as an admission,
26 concession, or declaration by or against Plaintiffs or the other Settlement Class Members that
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1 their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as
2 a waiver by any Party of any defenses or claims he, she, or it may have in the Action or in any
3 other proceeding.

4 **IT IS SO ORDERED.**

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6 Dated: _____

7 HON. MORRISON C. ENGLAND JR.
8 United States District Judge
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