

attorneys' fees, Harris County is not admitting that it is liable or that the policies at issue represent those of Harris County.

THEREFORE, it is hereby ORDERED that the parties shall follow the terms set forth in the Settlement Agreement, attached as Exhibit 1. The Court further orders that the Settlement Agreement shall be monitored by an independent monitor for a period of three years from the entry of this Consent Judgment. The monitor shall be responsible for ensuring that the District Attorney has modified the DIMS system in accordance with the above terms. The monitor will notify Plaintiffs' counsel and the Court of any non-compliance as soon as practicable. Harris County, as the custodian of records, will retain accurate copies (in either paper or electronic form) of all DIMS summaries that are presented to hearing officers for probable cause determinations and copies of all video hearings for at least one year after the probable cause determinations, and Harris County will make such records available to the monitor upon request. The Court retains jurisdiction solely for the purpose of enforcing the terms of the settlement agreement.

SIGNED this _____ day of _____, 2017.

UNITED STATES DISTRICT JUDGE

following affirmation in support of the facts that he/she has entered into DIMS: "I declare under penalty of perjury that the foregoing is true and correct based on information and belief."

The District Attorney agrees to ensure that all DIMS summaries that are used to present facts to Harris County judicial officers for probable cause determinations, whether those summaries be in printed or electronic form, will be accompanied by the oath or affirmation described above. Using the officer's unique login identification, DIMS will automatically insert the name of the officer who is responsible for the facts into the oath or affirmation so that it reads "I [OFFICER] declare under penalty of perjury that the foregoing is true and correct on information and belief.. /s [OFFICER] via DIMS."

B. Training

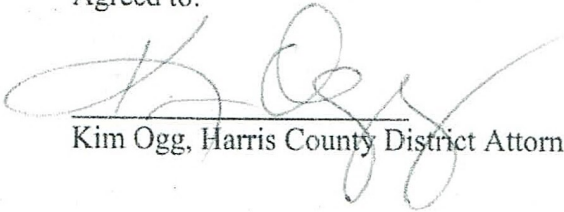
The District Attorney has circulated training materials to all police officers and sheriff's deputies in Harris County (i.e., to any law enforcement officer who makes warrantless arrests that will be prosecuted in the County) explaining the change in the DIMS system and the significance of the oath (i.e., that false statements can subject an officer to perjury liability). The training materials emphasized that the electronic oath/affirmation provided for in this agreement has the full force and effect of an in-person oath in court or before a magistrate authorizing a warrant and that knowingly entering false statements could subject the officer to a charge of perjury.

C. Monitoring

This Agreement will be monitored by an independent monitor for a period of three years and from the entry of this Agreement, and that the monitor shall be responsible for ensuring that the District Attorney has modified the DIMS system in accordance with the above terms. Kim

Ogg, acting in her official capacity as Harris County District Attorney, agrees to cooperate with the monitor that Harris County and Plaintiffs agree to appoint.

Agreed to:



Kim Ogg, Harris County District Attorney



~~Alec Karakatsanis~~, Plaintiffs' counsel
CHARLES GERSTEIN