***PETER JOHNSON, ET AL. V. COUNTY OF LOS ANGELES, ET AL.,***

**U.S.D.C. CASE NO. CV 08 – 03515 DDP (SHX) - SETTLEMENT AGREEMENT**

## I. Recitals

A. This Settlement Agreement (hereinafter, "Agreement") is made and entered into by and between, on the one hand, Plaintiffs Peter Johnson, Donald Peterson, Michael Curfman, Andre Butler, Joe Gonzalez, Columbus Grigsby, Derrick White, individually and on behalf of the Plaintiff Class (as defined below) collectively, "Plaintiffs"); and Defendants Los Angeles County Sheriff's Department ("LASD"), a public entity; Leroy Baca-John Scott, in his official capacity as Sheriff of the County of Los Angeles, and County of Los Angeles (collectively, "Defendants"), on the other hand. Hereinafter, Plaintiffs and Defendants are collectively referred to as "the Parties."

B. This Agreement resolves the lawsuit filed on May 29, 2008, entitled *Johnson, et al. v. County of Los Angeles, et al.*, United States District Court of the Central District of California Case Number CV 08-03515 DDP (SHx) (hereinafter, "Action") alleging that Defendants have discriminated against inmates with mobility impairments in the Los Angeles County Jail system, in violation of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101 *et seq*; section 504 of the Rehabilitation Act, 29 U.S.C. § 794; California's Disabled Persons Act, Cal. Civ. Code §§ 54 *et seq*, California Government Code § 11135, and the Eighth and Fourteenth Amendments. Defendants deny all of the allegations against them.

C. By entry into this Agreement, the Parties intend to resolve all claims that were actually, or could have been, raised in the Action by Plaintiffs and the Plaintiff Class (as to injunctive relief only).

## II. Definitions

As used in this Agreement, the following terms shall have the meaning ascribed to them in this Section, which are consistent with the provisions of existing Federal and State law. Except to the extent explicitly stated to the contrary, any term not expressly defined in this

Section or elsewhere in this Agreement that has an expressly defined meaning under the ADA shall have the meaning ascribed to it under applicable law. All other terms shall be interpreted according to their plain and ordinary meaning.

A. The term "Effective Date" means the later of either the expiration of the deadline for any appeal of the District Court's order approving the Parties' settlement and no appeal having been filed or, in the event any appeal is filed, the date the appeal is resolved and the District Court's order is affirmed.

B. The term "Jail" or "Jail Settings" means any LASD jail facility used to permanently house inmates with mobility impairments, which is presently Men's Central Jail ("MCJ") and the Twin Towers Correctional Facility ("TTCF"). For purposes of providing notice of this Agreement detailed in Section IV – D below, "Jail Settings" includes the Inmate Reception Center.

C. The term "Medical Professional" means physicians, physician assistants, nurse practitioners, physical therapists, and/or registered nurses.

D. The terms "Class," "Plaintiff Class," or "Class Members" mean all present and future detainees and inmates with mobility impairments who, because of their disabilities, need appropriate accommodations, modifications, services, and/or physical access in accordance with federal and state disabilities laws.

E. The term "Class Counsel" means Disability Rights Legal Center ("DRLC"), the American Civil Liberties Union of Southern California ("ACLU"), Disability Rights California ("DRC") and Winston & Strawn, LLP.

**III. Goals of the Agreement**

A. The objective of the Parties in entering into this Agreement is to ensure that Defendants provide Class Members with non-discriminatory and meaningful access to programs, services, and activities available to non-mobility impaired inmates in all Jail Settings.

B. Nothing stated within this Agreement, nor the fact of this Agreement, shall be construed in this Action or any other proceeding as an admission of Defendants' liability, which Defendants expressly deny, of any of the claims or allegations in the Action.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants and conditions set forth herein, the Parties hereto agree as follows:

**IV. Settlement Approval**

A. Following approval by the Los Angeles Board of Supervisors and execution of this Agreement, Plaintiffs will immediately move the Court for an Order granting preliminary approval of this Agreement, and setting a hearing for Final Approval of this Agreement. Defendants will not oppose this motion.

B. The Court will hold a hearing to establish the fairness of the Agreement and to decide whether there will be Final Approval. This hearing will take place at a date to be set by the Court.

C. The Parties will negotiate and draft a proposed notice to the Class, which shall include the terms of this settlement and their right to object thereto. The Parties will make any edits or modifications to the draft notice should such edits or modifications be directed by the Court. The proposed notice shall be attached to and incorporated into this Agreement as Exhibit A-1.

D. The Parties shall develop a plan for posting the notice. At a minimum, the notice plan shall include the following: (1) posted notice in all Jail Settings operated by Defendants; (2) posted notice on DLRC's and DRC's web sites, and (3) posted notice on the LASD's website. All postings will be in accessible formats. The Parties will provide alternate format copies of the notice upon request. Notice will be posted/distributed by the Parties within three (3) working days of the date of the Court's Order granting Preliminary Approval, and shall remain posted for no less than thirty (30) days. The Parties will submit declarations to the Court as part of the motion for Final Approval confirming notice has been issued according to this paragraph.

E. Any Class Member may object to the proposed Agreement by submitting their objection to Class Counsel in writing, via regular or electronic mail, or by leaving a message with their objection via telephone, TTY and/or Video Relay Service on a toll free number to be established by Class Counsel ("Objections") no later than a date set

by the Court in this case after preliminary approval of the Agreement. All Objections will be provided to Defendants' Counsel and filed with the Court. Only Class Members that have properly submitted objections to this Agreement will have the right, if they seek it in their Objections, to present objections at the fairness hearing.

F. The County shall provide notice as required by the Class Action Fairness Act to appropriate officials as required by that Act.

## V. Injunctive Relief

### A. Programming

1. Defendants agree that Class Members have and will continue to have access to all programming (including the same programming made available to veterans) that non-mobility-impaired inmates have in Jail Settings.
2. Mobility impairment(s) will not serve to disqualify Class Members from participating in programming in which they are otherwise eligible to participate.
3. 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 facility in which the inmate is housed.
4. Nothing herein shall be deemed to create an obligation on the part of Defendants to transport Class Members to another facility to participate in a particular program.
5. Subject to security classification and eligibility requirements, Defendants agree that Class Members may serve as trustys on the same floor on which they are housed. Defendants agree that relevant LASD personnel will be trained to ensure compliance with this term. Defendants further agree to provide Plaintiffs' counsel with a list of the tasks that trustys regularly perform in the Jail. Defendants further agree to identify some of the specific jobs that Class Members may perform.
6. Defendants agree to notify Class Members of the programs available to them in either paper or electronic format, or both.

7. Notification of available programs will also be provided during "town hall" meetings held at the Jail where appropriate.

**B. Physical Therapy and Outdoor Recreation**

1. Plaintiffs dispute whether the LASD has properly equipped and staffed an area within the Jail to provide physical therapy. Notwithstanding this dispute, the Parties agree as follows:
    a. Defendants agree that Class Members will have access to physical therapy as prescribed by LASD medical professionals.
    b. Defendants shall continue to maintain and staff a physical therapy room in MCJ and further agree to attempt to locate space in TTCF for a similar room (essentially, a mini clinic) to provide physical therapy to Class Members once they are moved into housing locations in that facility.
    c. Defendants further agree to make a good faith effort to obtain additional resources to bolster the availability of physical therapy for all inmates, including Class Members.
2. The LASD will continue to count outdoor recreation time for Class Members from when the inmates arrive at the recreation area, not when they leave their housing location. LASD shall develop and distribute a unit order to ensure that all LASD personnel are aware of this policy.
3. To the extent possible, and taking into account operational and logistical considerations, the time of day Class Members are offered outdoor recreation will rotate.
4. Class Members who have been prescribed thermal clothing as a reasonable accommodation for their disability so that they may participate in outdoor recreation will be provided warm coats and/or thermal clothing. LASD shall inform Class Members that they may request thermal clothing as a reasonable accommodation, and shall develop and distribute a unit order to ensure that all LASD personnel are aware of this policy.

**C. Physical Accessibility**

1. Presently, Class Members are housed on the 7000 and 8000 floors of MCJ, physical improvements to which have been made to make these housing areas suitable for individuals with mobility impairments. Class Members are also housed in Module 232 of TTCF, which was modified as described below. The Parties agree that the areas of MCJ currently used to house Class Members may continue to be used as housing for the class (with the exception of class members who use wheelchairs in their housing locations and do not require medical housing). Defendants agree that they shall not make any material physical alterations to the areas that presently house Class Members in MCJ without providing advance notice to counsel for the Class.
2. Defendants have already completed certain construction to improve the physical accessibility of the Jail including, without limitation, the construction of accessible restrooms in the Inmate Reception Center, the installation of accessible toilets and showers in various locations on the 7000 and 8000 floor of MCJ, and the installation of grab bars in various areas of the Jail.
3. Housing for Class Members will be gradually expanded from MCJ to newly constructed, ADA compliant housing locations in the TTCF as described below.
4. The housing expansion for Class Members in TTCF will occur in the following phases:
    a. Phase 1: Identify appropriate locations in TTCF for the construction of accessible housing modules. Modules 231, 232, and 272 were identified;
        i. Projected Completion Date: Complete.

    b. Phase 2 - A: Inmate Processing Pilot Project to evaluate impact of repurposing Modules 231/232 (which are currently used as medical overflow);
        i. Projected Completion Date: Complete.

c. Phase 2 – B: Closing of Module 231 and the construction of accessible housing including: the installation of 24 accessible toilets, the construction of 6 accessible showers, the installation of 6 new stainless steel frames in the upper tier showers;

i. Projected Completion Date: Complete.

d. Phase 2 – C: Reopening of Module 231 as medical overflow for IRC processing;

i. Projected Completion Date: Complete.

e. Phase 3: Repurposing of Module 232 and construction of approximately 60 accessible beds and subsequent transfer of 60 inmates with mobility impairments to TTCF;

i. Projected Completion Date: Complete.

f. Phase 4: Installation of grab bars and shower benches in approximately 30 cells in housing locations outside of Modules 231 and 232 to be determined by Defendants;

i. Projected Completion Date: 120 days after the Effective Date.

g. Phase 5: Construction of approximately 96 accessible beds in Module 272 of TTCF;

ii. Projected Completion Date: Approximately 24 months after approval of funding, which will be sought by the Sheriff's Department but requires the approval by the Los Angeles County Board of Supervisors.

5. Construction plans for the facilities to be constructed in the TTCF will be shared with the Class Counsel, for review and input. Class Counsel will not, however, have the authority to veto any portion of the plans.

**D. Use of Mobility Devices**

1. Initial Decisions and Ongoing Evaluations: Initial decisions and ongoing evaluations regarding Class Member's need, if any, for the use of a mobility assistive device are and will continue to be made by LASD Medical Professionals.
2. Secondary Review: In the event a Class Member disputes a decision made by LASD Medical Professionals regarding the need, if any, for a mobility assistive device, the Class Member may request and receive a secondary review of the determination regarding his or her need for a mobility assistive device and/or the type of device requested.
    a. The secondary review will be conducted by the Chief Physician or his/her designee; and
    b. The secondary review will include an independent evaluation.
3. Complaint Procedure: Defendants have an existing grievance system in the Jail and the grievance form has been modified to include an "ADA" box, which will facilitate forwarding all "ADA" complaints to Defendants' ADA coordinators (addressed in greater detail below). Within 90 days of the Effective Date, LASD shall create and distribute a leaflet ("Assistive Device Leaflet") to be available at the Jail to advise Class Members of their rights pertaining to determinations regarding their need, if any, for mobility assistive devices. Within 30 days of the Effective Date, Plaintiffs shall provide LASD with proposed language for this leaflet, which Defendants will have the opportunity to revise.
    a. At a minimum, the Assistive Device Leaflet shall include information regarding Class Member's right to:

i. Be assessed and re-evaluated (in accordance with established medical standards) for the need for a mobility assistive device;
ii. Obtain a secondary review of determinations regarding mobility assistive device need;
iii. File a grievance challenging a determination regarding the inmate's need, if any, for an assistive device; and
iv. Keep an assistive device while a secondary review and/or grievance regarding a decision concerning an assistive device is under review.

4. As set forth in this Agreement in Section "M" below, Defendants have policies and guidelines for tracking complications common to inmates with mobility impairments and Defendants agree to continue to track such complications using existing policies and guidelines. Defendants do not currently have the ability to run searches and provide statistics about assistive device usage to Plaintiffs' counsel, but may have this ability in the future once the LASD's medical records system is fully upgraded – this process is already underway. Defendants agree to provide statistics from the upgraded system, to the extent feasible, when the upgrades are completed.
5. Within 60 days of the Effective Date, Defendants agree to investigate the availability of, and seek the provision of, training for LASD medical professionals from Rancho Los Amigos regarding wheelchair seating to reduce complications commonly attributable to wheelchair use.
6. Within 60 days of the Effective Date, Defendants' policies and guidelines for tracking complications common to individuals with mobility impairments will be made public in all Jail Settings.

**E. Wheelchairs And Prostheses**

1. Defendants agree that wheelchairs that are medically prescribed will be maintained in working order (including functional brakes and footrests unless

otherwise prescribed by LASD Medical Professionals) and will be serviced on a regular basis to the extent feasible. Maintenance will include the use of the wheelchair repair shop at the Pitchess Detention Center. Defendants agree to track wheelchairs, their issuance and their conditions, using RFID transmitters on a pilot basis. Defendants further agree that wheelchairs with movable armrests may be provided to Class Members who require them if a custody safe option can be located at a comparable price to wheelchairs the LASD currently purchases. Defendants agree to explore the availability of such wheelchairs, and welcome any suggestions Plaintiffs may have.

2. Personal wheelchairs are currently and will continue to be stored and returned to Class Members upon release from LASD custody.
3. Plaintiffs dispute whether Defendants have an appropriate policy regarding the release of Class Members who need assistive devices but do not have personal assistive devices available to them upon release. Without resolving any disputes about past practices:
    a. Defendants agree to codify in written policies and procedures existing practices governing the release of Class Members who need assistive devices but do not have personal assistive devices available to them upon release; and
    b. Defendants will provide this policy to Plaintiffs within thirty (30) days of the Effective Date.
4. Consistent with existing LASD policy, Defendants will ensure that all prostheses are returned to Class Members within 24 hours if not determined to pose a security risk.

**F. ADA Coordinators**

1. The LASD will staff Jail Settings with one or more ADA coordinator(s). Defendants will dedicate sufficient resources toward the ADA coordinator(s) position to ensure that necessary duties are being carried out in an appropriate

fashion. The ADA coordinator(s) will be assigned to the Quality Assurance Unit of the Medical Services Bureau.

a. The duties of the ADA coordinator(s) will include:

i. Interfacing with LASD custody and medical staff to ensure that Class Members receive reasonable accommodations as prescribed by LASD Medical Professionals.

ii. Reviewing, investigating, and resolving inmate grievances on which the existing "ADA" box is checked, or which have been designated ADA grievances, which will be forwarded to the ADA coordinator(s) for disposition and which will be retained consistent with the LASD's existing grievance policy;

v. Answering and logging phone calls made to the LASD's ADA coordinator telephone number;

vi. Training LASD personnel working in units that house inmates with mobility impairments;

vii. Responding to inmate grievances in a manner consistent with LASD's existing grievance policy; and

v. Responding to Class Counsel in writing to report the resolution of any inmate grievance that Class Counsel provided, orally or in writing, to the ADA coordinator. If resolution is not reached within 30 days of the report to the ADA coordinator, a status report on the grievance shall be provided to Plaintiff's counsel in writing every thirty 30 days until resolution is reached. The communications required by this section are in addition to, not in lieu of, the responses and communications required by LASD's existing grievance policy and pursuant to section vii, above.

2. The ADA coordinator(s) shall have authority to make recommendations regarding the provision of reasonable accommodations to Class Members including, when necessary, the authority to bring issues to the attention of LASD executives (including, without limitation, the Chief of the Custody Division) for resolution.

3. Plaintiffs will assist in training the ADA coordinator(s). The ADA coordinator(s) will be assigned and trained within 60 days of the Effective Date.

**G. Grievance Form**

1. The LASD's grievance form does and will continue to include an "ADA" box.
2. All grievances involving mobility assistive devices and the physical accessibility of the Jail shall be designated "ADA" grievances even if the inmate who filed the grievance did not check the "ADA" box.
3. The response time for ADA grievances will be no more than that allowed under the standard grievance policy.
4. ADA grievances will not be designated as "basic" grievances.
5. Defendants will keep copies of all ADA grievances, for purposes of monitoring in this matter.

**H. Accommodations**

1. Plaintiffs dispute whether Defendants have provided Class Members with reasonable accommodations when requested. Regardless, Defendants agree that Class Members shall receive reasonable accommodations when they request them and as prescribed by LASD medical professionals.
    b. Accommodations may include, but are not limited to: assignment to lower bunks; changes of clothing; extra blankets; allowance of extra time to respond to visitor calls and attorney visits; shower benches; assistive device to travel outside of a housing module; and assignment to a cell with accessible features

2. Information reflecting orders by LASD Medical Professionals for accommodations for Class Members shall be accessible to custody staff so that they may be implemented in housing areas.
3. Defendants agree to explore the feasibility of adding a tab to the current medical records system (as part of upgrades), to track mobility assistive device requests and assessments by LASD Medical Professionals of Class Members.

**I. Notification of Rights**

1. Within 60 days of the Effective Date, Defendants will provide Plaintiffs with a copy of the Inmate Roadmap to Custody, which is used to notify Class Members of rules and regulations in the Jail, including their rights under the ADA.

**J. Training**

1. Within 60 days of the Effective Date, Defendants will begin providing reasonable training to Jail personnel (including medical personnel) consistent with the terms of this Agreement.
2. Plaintiffs agree to assist with the preparation of the subject training materials.

**K. Transportation**

1. Class Members who use wheelchairs or other mobility aids are and will continue to be transported in accessible vans and will be secured during transport.

**L. Portability of Agreement**

1. This Agreement will be in effect at any housing facility in which the LASD permanently houses Class Members unless compliance at such housing facility would result in undue financial or administrative burdens.

**M. Monitoring / Continued Jurisdiction of the Court**

1. Consistent with the recommendations of the Citizen's Commission on Jail Violence, Defendants' compliance with the terms of this Agreement shall be monitored by the Office of the Inspector General ("OIG"). Defendants will ensure that the OIG provides reasonable and regular reports to the Parties and the Court, the contents of which will be developed in consultation with Class Counsel. The Parties agree to meet and confer after the establishment of the OIG to develop recommendations to the OIG about the contents of the OIG's reports. Until the OIG assumes monitoring duties, Defendants' compliance with the terms of this Agreement will be monitored by the Assistant Sheriff of Custody Operations of the LASD and her staff.

2. Defendants further agree that Class Counsel can have reasonable access to inmates and semi-annual meetings (or as required) with the OIG to receive updates regarding Defendants' compliance with the terms of this Agreement.
3. Defendants will notify Class Counsel of any changes to the following jail policies within thirty (30) days of the changes, and will provide Plaintiffs' Counsel with copies of the modified policies.
    a. Assistive devices and accommodations:
        1. Wheelchair policy (MCJ): 914-915
        2. Medical Appliances (MSB): 1697-1698
        3. Medical Prostheses (MSB): 1702-1704
        4. Medical Aids (CDM): 1757
        5. Orthopedic Footwear (CDM): 4150
        6. Custody Division Directive 20-008 (Formal), "Inmate Lower Bunk Assignments": 4158-4159
        7. Medical Aids (CDM): 4228
        8. Inmate Lower Bunk Assignments (CDM): 5541
        9. Wheelchair Policy (MCJ): 5549-5550
        10. Wheelchairs – Personal (MSB): 6859-6860
        11. Medical Appliances (MSB): 6861-6862
        12. Wheelchair Cleaning (MSB): 6869
        13. Wheelchair Control and Monitoring (MSB): 6870-6872
        14. CTC Policy and Procedure Manual – Wheelchair and Gurney Use: 6897-6899
        15. Medical Appliance (Tower I): 6902-6904
        16. Medical Appliance (Tower II): 6911-6913
    b. Trustys
        1. Inmate Workers (MSB): 1650
        2. Trusties (MSB): 1651
    c. Intake and classification
        1. Admission Criteria for Outpatient Housing (MCJ): 1633-1636

2. Inmate Reception Center Health Screening – Male: 1637-1649
3. Medical Wristbands (MSB): 1705-1717
4. Admission/Transfer of Patients from IRC to MSB & MCJ (8000, 8100, 6050)(MSB): 1720-1724
5. Inmate Reception Center Clinic Temporary Medical Holding Cell (MSB): 1727-1728
6. Pre-Screening (CDM): 1754 (refers to medical pre-screening at IRC).
7. Medical/Mental Health Screening Form: 1765
8. Arrestee Medical Screening Form: 1766-1769
9. Inmate intake informational brochure: 4156-4157
10. Medical and/or Mental Health Expedite, Unit Order #99 (IRC): 5545-5547
11. Inmate Orientation (MCJ): 5551-5552

d. Physical Therapy

1. CTC Policy and Procedure Manual – Physical Therapy: 1658-1659
2. Physical Therapy (MSB): 4218-4219

e. Complaint Procedures

1. Handling an Americans With Disabilities Complaint (CDM): 1758
2. Inmate Complaint/Service Requests (CDM): 1759-1764 (same as above)
3. Informational Bulletin: Procedures for Handling an Americans With Disabilities Act (ADA) Complaint: 4151
4. Americans with Disabilities Act (ADA) Complaint Procedures: 4152-4153

f. General policies, forms and materials

1. Policy on Non-Discrimination on the Basis of Disability: 4170
2. ADA Training Materials: 4428-4447

3. Sheriff's Bulletin #524 – Americans With Disabilities Act (ADA) Unit And Disability Etiquette: 5542
4. The Court will maintain jurisdiction for purposes of monitoring, as set forth below.

**VI. Attorneys' Fees, Costs, and Payment to the Named Plaintiffs**

1. No later than ninety (90) days after the Effective Date, Defendants will pay Class Counsel attorneys' fees and costs in the total amount of $2,200,000. Defendants will not have any further obligation to pay any additional fees or costs beyond the amount listed in this section. Also, no later than ninety (90) days after the Effective Date, Defendants shall pay Plaintiffs Peter Johnson, Donald Peterson, Michael Curfman, Andre Butler, Joe Gonzalez, Columbus Grigsby, and Derrick White $2,000 each ("the named Plaintiffs"). The aforementioned payments shall be made in the form of a warrant payable to the client trust account of the Disability Rights Legal Center ("DRLC").
2. Payment of the amounts listed above are contingent upon the provision to Defendants by Plaintiffs and Class Counsel of completed W-9 forms or other related documentation for each payee.
3. The payments to each of the named Plaintiffs in Section V.1 above are in full and final satisfaction of any and all claims for monetary damages by each of them. In addition, the named Plaintiffs hereby agree that the releases set forth in Section VII below shall apply to and bar any and all claims that they have for monetary damages.

**VII. Dispute Resolution**

1. The Parties will negotiate in good faith to resolve any dispute relating to any interpretation or implementation of this Agreement.
2. In the event Plaintiffs believe that Defendants are not in compliance with the terms of this Agreement, Plaintiffs will notify Defendants of such noncompliance within 30 days of Plaintiffs becoming aware of any issues of alleged noncompliance or within 10 days of completing Plaintiffs' investigation of any alleged noncompliance. Notification will be in writing and will be provided to counsel for Defendants.

3. Defendants will have thirty (30) days following receipt of the notification to respond to Plaintiffs concerning the alleged noncompliance. If appropriate, Defendants' response shall include the involved inmates' names, the names of the medical professionals involved, and a description of the steps taken to resolve the alleged non-compliance as to each incident or inmate.
4. Following Plaintiffs' receipt of Defendants' response, the Parties agree to negotiate in good faith to resolve any remaining disputes regarding the alleged noncompliance differences. Plaintiffs agree not to file any motion to enforce this Agreement until this dispute resolution process has been completed and then only if the alleged noncompliance has not been corrected or deemed to be unfounded. Any motion to enforce this Agreement will be brought in the court in which this Action was filed.
5. In the event it becomes necessary for Class Counsel to incur costs and/or attorney's fees to enforce the provisions of this Agreement, the prevailing party in any enforcement litigation will be entitled to reasonable attorney's fees and costs, in accordance with the standards set forth in *Christianberg Garment Company v. EEOC*, 434 U.S. 412 (1978), not to exceed $20,000 (which is included in the amount to be paid to Plaintiffs' counsel in Section VI above) for the duration of this Agreement.

**VIII. Releases**

1. Except as otherwise provided in this Agreement, and subject to the fulfillment of the conditions set forth herein, Plaintiffs, for themselves, the Class, their successors and their assigns, hereby release and discharge Defendants and their successors, assigns, officers, directors, and past and present agents, attorneys and employees ("Released Parties"), from any and all claims for declaratory or injunctive relief raised in the Action.
2. Except as otherwise provided in this Agreement, and in consideration of such payments, Plaintiffs and the Class hereby release and forever discharge the Released Parties from any and all claims, demands, causes of action, obligations and liabilities that have arisen at any time for the duration of the term of this Agreement that were or could have been asserted in this Action concerning the events alleged in Plaintiffs' operative pleading, whether based on statute, regulation, contract, tort or other legal or

equitable theory of recovery whatsoever, and whether known or unknown. This release includes a release of damages claims by the named Plaintiffs individually. However, nothing in this Agreement will be interpreted as a release by the Class of any claim for damages.

3. Plaintiffs and the Class expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and any similar law, and do so acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."**

4. Thus, notwithstanding the provisions of Section 1542, and for the purposes of implementing a full and complete release, Plaintiffs and the Class expressly acknowledge that this Agreement is intended to include in its effect, without limitation, any claims which Plaintiffs and the Class do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.
5. Plaintiffs and the Class represent and warrant that (a) they have the full authority and capacity to make the agreements, covenants, and releases set forth in this Agreement, and (b) they are the owners of, and have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, as defined above, or any portion thereof or any interest therein, and (c) no other person or entity owns, holds, or has any interest in the claims, rights or causes of action described or released herein.
6. Plaintiffs and the Class represent and warrant that they have consulted with and have had the advice of Plaintiffs' counsel and that they are entering into this Agreement voluntarily, after independent investigation, and without fraud, duress, or undue influence.

7. Plaintiffs and the Class represent and acknowledge that in executing this Agreement, they do not rely upon, and have not relied upon, any representation or statement made by any of the Defendants' past or present agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.
8. In executing this Agreement, Plaintiffs and the Class acknowledge and agree that no representations, promises, agreements, offers or assurances, have been made by the County of Los Angeles or any of the Defendants regarding the actual or potential tax liability or consequences that may be assessed upon Plaintiffs, the Class, Plaintiffs' counsel, nor their assignees as a result of the monies paid to Plaintiffs or their counsel to resolve this action.

## IX. Duration of Agreement

1. This Agreement shall remain in effect for three (3) years from the Effective Date, 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. The Court will retain jurisdiction over this Action for the purpose of enforcing, if necessary, compliance with the provisions of this Agreement. The Parties and their counsel will have standing to seek enforcement of this Agreement. Nothing in this Agreement shall preclude the Parties from seeking to reduce, or the Court reducing, the duration of this Agreement.

## X. Court Approval And Dismissal

1. This Agreement shall be of no force and effect unless and until it receives final approval by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure and applicable case law, and its approval is upheld on any appeal there from.
2. Within 30 days of the Effective Date, Class Counsel will file, on behalf of Plaintiffs and the Class, a Request For Dismissal with prejudice with the Court, except that the Court will retain jurisdiction to enforce the Agreement as set forth above. The Request for Dismissal will expressly require that the Court retain jurisdiction for the purpose of enforcing this Agreement; and the proposed Dismissal Order will expressly incorporate the terms of this Agreement.

**XI. Entire Agreement**

1. This Agreement contains the entire agreement between the Parties. No modifications or limits will be binding on the Parties unless expressly provided for in this Agreement or made by a written agreement signed by all Parties. This Agreement expresses the complete and final understanding with respect to the subject matter of this Agreement. The Parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements between them related to the subject matter hereof.

**XI. Counterparts**

1. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

**XII. Interpretation**

1. This Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural. This Agreement is the product of negotiation and joint drafting so that any ambiguity will not be construed against any Party.

**XIII. Severability**

1. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect.

**XIV. Additional Documents**

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

**XV. Authority to Enter into Agreement**

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

**XVI. Agents for the Parties**

1. Any and all notices and information required to be given to either party to this Agreement will be sent to the following agents:

Plaintiffs and the Class:

Richard Diaz

Disability Rights Legal Center

800 S. Figueroa Street, Suite 1120

Los Angeles, CA 90017

XVII. Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and agree to be bound by its terms.

Dated: 11-20-14 By: Peter Johnson

Peter Johnson, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peter, on behalf of himself and the Class

Dated: _____ By: _____

Michael Curfman, on behalf of himself and the Class

Dated: _____ By: _____

Andre Butler, on behalf of himself and the Class

Dated: _____ By: _____

Joe Gonzalez, on behalf of himself and the Class

Dated: _____ By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: _____ By: _____

Derrick White, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peter, on behalf of himself and the Class

Dated: _____ By: _____

Michael Curfman, on behalf of himself and the Class

Dated: _____ By: _____

Andre Butler, on behalf of himself and the Class

Dated: 11-13-14 By: Joel G. Gonzalez #AG9192

Joe Gonzalez, on behalf of himself and the Class

Dated: _____ By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: _____ By: _____

Derrick White, on behalf of himself and the Class

Dated: _____ By: _____

Jennifer Lehman
Assistant County Counsel
Law Enforcement Services Division,
on behalf of Defendants

APPROVED AS TO FORM:

Dated: _____ By: _____

Richard Diaz

XVII. Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and agree to be bound by its terms.

Dated: _____ By: _____

Peter Johnson, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peter, on behalf of himself and the Class

Dated: 11-21-14 By: K. M. Curfman

Michael Curfman, on behalf of himself and the Class

Dated: _____ By: _____

Andre Butler, on behalf of himself and the Class

Dated: _____ By: _____

Joe Gonzalez, on behalf of himself and the Class

Dated: _____ By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: _____ By: _____

Derrick White, on behalf of himself and the Class

XVII. Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and agree to be bound by its terms.

Dated: _____ By: _____

Peter Johnson, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peter, on behalf of himself and the Class

Dated: _____ By: _____

Michael Curfman, on behalf of himself and the Class

Dated: 11-14-14 By: Andre Butler

Andre Butler, on behalf of himself and the Class

Dated: _____ By: _____

Joe Gonzalez, on behalf of himself and the Class

Dated: _____ By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: _____ By: _____

Derrick White, on behalf of himself and the Class

XVII. Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and agree to be bound by its terms.

Dated: _____ By: _____

Peter Johnson, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peterson, on behalf of himself and the Class

Dated: _____ By: _____

Michael Curfman, on behalf of himself and the Class

Dated: _____ By: _____

Andre Butler, on behalf of himself and the Class

Dated: _____ By: _____

Joe Gonzalez, on behalf of himself and the Class

Dated: 11/12/14 By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: _____ By: _____

Derrick White, on behalf of himself and the Class

XVII. Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and agree to be bound by its terms.

Dated: _____ By: _____

Peter Johnson, on behalf of himself and the Class

Dated: _____ By: _____

Donald Peter, on behalf of himself and the Class

Dated: _____ By: _____

Michael Curfman, on behalf of himself and the Class

Dated: _____ By: _____

Andre Butler, on behalf of himself and the Class

Dated: _____ By: _____

Joe Gonzalez, on behalf of himself and the Class

Dated: _____ By: _____

Columbus Grigsby, on behalf of himself and the Class

Dated: 11,14,14 By: Derrick White

Derrick White, on behalf of himself and the Class

Dated: _____ By: _____

Jennifer Lehman
Assistant County Counsel
Law Enforcement Services Division,
on behalf of Defendants

APPROVED AS TO FORM:

Dated: 11/13/14 By: _____

Richard Diaz
Attorneys for Plaintiffs and the Class
Disability Rights Legal Center

Dated: _____ By: _____

Attorneys for Defendants
Paul B. Beach
Lawrence Beach Allen & Choi, PC

Dated: 10/30/14 By: _____

Jennifer Lehman
Assistant County Counsel
Law Enforcement Services Division,
on behalf of Defendants

APPROVED AS TO FORM:

Dated: _____ By: _____

Richard Diaz
Attorneys for Plaintiffs and the Class
Disability Rights Legal Center

Dated: 10/31/14 By: _____

Attorneys for Defendants
Paul B. Beach
Lawrence Beach Allen & Choi, PC