SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

RECITALS

A. This Settlement Agreement and Release ("Agreement") is made and entered into on or about September 26, 2014, by and between Plaintiff Alex Rosas on behalf of himself and the Plaintiff Class, as defined below, on the one hand, and Defendant Sheriff John L. Scott, in his official capacity ("Defendant"), on the other hand, (collectively, "the Parties") with reference to the following facts:

B. Plaintiffs Alex Rosas and Jonathan Goodwin ("Named Plaintiffs") filed a Complaint, and thereafter a First Amended Complaint ("Complaint") in the United States District Court, Central District of California, entitled *Alex Rosas, et al. v. Leroy D. Baca*, Case No. CV 12-00428 DDP, which arose out of certain alleged acts and/or omissions by Defendant ("the Civil Action"). In the Civil Action, Plaintiffs sought certain declaratory and injunctive relief against Defendant as a result of purported events that occurred at Men's Central Jail ("MCJ"), Twin Towers Correctional Facility ("TTCF"), and the Inmate Reception Center ("IRC") (collectively, "the Jail Complex in downtown Los Angeles"), and that allegedly resulted in injuries to the Plaintiff Class;

C. On or about June 7, 2012, the Court entered an order granting Plaintiffs' motion for class certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure, certifying a declaratory/injunctive relief class that, for purposes of this Agreement, is defined as "all inmates, now and in the future, in the custody of the Los Angeles County Sheriff's Department in the Jail Complex in downtown Los Angeles" ("the Plaintiff Class");

D. Named Plaintiffs and the Plaintiff Class are represented by court-appointed class counsel, the American Civil Liberties Union, the ACLU Foundation of Southern California, and Paul Hastings LLP (collectively, "Class Counsel"); and,

E. The Parties desire to settle all of the claims arising out of the Civil Action which Named Plaintiffs and the Plaintiff Class have or may have against Defendant, including its employees, representatives, and agents, both named and unnamed, as of the date of this Agreement.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. AGREEMENT CONTINGENT ON APPROVAL BY THE COURT AND THE BOARD OF SUPERVISORS.

1. This Agreement and the obligations of the Parties thereunder are contingent upon the final approval by the Court, as set forth below.

2. This Agreement and the obligations of the Parties thereunder also are contingent upon the approval by the Los Angeles County Board of Supervisors ("the Board"), as set forth below.

3. In the event that: (1) this Agreement does not receive approval by the Board; (2) this Agreement does not receive final approval by the Court; or (3) any appeal of the Court's final approval of this Agreement is filed and not upheld on appeal, then this Agreement shall be of no force or effect and shall not be admissible in any court for any reason, except that Defendant agrees to pay reasonable compensation to the Panel, as defined below, for services rendered as of that date.

II. APPOINTMENT OF A PANEL TO DEVELOP A CORRECTIVE ACTION PLAN AND EVALUATE COMPLIANCE WITH THE PLAN.

1. The Court will appoint Richard Drooyan, Jeffrey Schwartz, and Robert Houston ("the Panel"), pursuant to Rule 706 of the Federal Rules of Evidence, to develop a corrective action plan ("Action Plan") designed to ensure that the Plaintiff Class are not subjected to excessive force in the Jail Complex in downtown Los Angeles, and to monitor and advise the Court on Defendant's compliance with the Action Plan.

2. The Panel will be entitled to reasonable compensation in an amount approved by the Board and the Court. Defendant will bear the cost of the compensation of the Panel.

3. In the event Mr. Drooyan becomes unavailable during the term of this Agreement, then Defendant will select his replacement. If Mr. Schwartz becomes unavailable during the term of this Agreement, then Class Counsel will select his replacement. If Mr. Houston becomes unavailable during the term of this Agreement, then the Parties will meet and confer to reach agreement regarding a replacement.

III. DEVELOPMENT AND SUBSTANTIVE PROVISIONS OF THE ACTION PLAN.

1. By October 6, 2014, at latest, the Panel will submit the Action Plan to the Court for its review and approval.

2. In developing the Action Plan, the Panel may consider provisions relating to Use of Force Policies, Practices and Documentation; Training and Professional Development Related to Use of Force; Use of Force on Prisoners with Mental Illness and other Special Needs Populations; Security Policies and Practices; and any such other areas regarding use of force as they may deem necessary. In developing the Action Plan, the Panel will make best efforts to make it consistent with the recommendations of the Citizen's Commission on Jail Violence, which Defendant is already in the process of implementing. In developing the Action Plan, the Panel will make its best estimates as to how long it should take Defendant to implement each recommendation and include those estimates in its Action Plan.

3. Prior to submitting the Action Plan to the Court, the Panel will provide a draft of the Action Plan to the Parties for their review and comment. After input from the Parties, the Panel may, in their discretion, revise the draft Action Plan. Within 30 days of the Panel providing a final version of the Action Plan to the Parties, counsel for Defendant shall submit the Action Plan and this Agreement to the Board for its review and consideration with respect to whether to approve the Agreement. Within 60 days of the Panel providing a final version of the Action Plan to the Parties, the Board shall decide whether it will approve the Agreement. If the Board

approves the Agreement, the Parties will seek preliminary and then final approval of this Agreement with the Court as set forth below. If the Board fails to indicate its approval or disapproval of the Agreement within 60 days of the Panel providing a final version of the Action Plan to the Parties, the Agreement will be deemed rejected at which time either Party may request confirmation from the Court that settlement discussions have ended.

IV. CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING.

The following procedures will govern the Court's preliminary and final approval of this Agreement and notice to the Plaintiff Class:

1. Within 21 days of any approval of the Action Plan and the Agreement by the Board, the Parties will file a joint stipulation requesting that the Court grant preliminary approval of this Agreement, as well as approve the notice to the Plaintiff Class. The Parties will submit the proposed forms of all notices and other documents necessary to implement this Agreement to the Court, including the final Action Plan. The Parties will translate the proposed class notice into Spanish. Defendant will provide notice of the proposed settlement to the appropriate federal and state officials, as required by the Class Action Fairness Act ("CAFA") codified at 28 U.S.C. § 1715.

2. If the Court grants preliminary approval of this Agreement and approves the notice to the Plaintiff Class, the Parties will take the following steps to effect notice of this Agreement as required by the CAFA:

   a. Defendant will promptly post a copy of the notice to the Plaintiff Class in both English and Spanish in the common area of all housing units in MCJ and TTCF and in places in the IRC where inmates who are being processed into the jails can read them;

   b. Defendant will post copies of the notice to the Plaintiff Class in both English and Spanish in places where K-10 inmates and inmates in disciplinary segregation in MCJ and TTCF can read them. Defendant will provide copies of the notice upon request to K-10 inmates and inmates who have been in disciplinary segregation in MCJ and TTCF for more than 10 days during the notice period. Defendant will bear the cost of translating, printing, posting, and distributing the notice to the Plaintiff Class; and

   c. Defendant and Class Counsel promptly will post a copy of the notice to the Plaintiff Class in both English and Spanish on their respective websites.

3. Objecting to the Settlement. The notice to the Plaintiff Class will provide that class members ("Class Members") who wish to object to the Agreement prior to the fairness hearing may do so by filing with the Court a written statement objecting to the Agreement.

4. Fairness Hearing: On or after the later of: (1) 51 days of the posting of the notice to the Plaintiff Class, or (2) 90 days of the last date of service of the proposed settlement on the appropriate federal and state officials as required by CAFA, the Court will conduct a hearing for final approval of this Agreement ("the Fairness Hearing"). No Class Member will be entitled to

be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Class Member's intention to appear at the Fairness Hearing is served on counsel for the Parties no later than 21 days prior to the Fairness Hearing. The Court, in its discretion, may determine which Class Members, if any, who have requested to appear will be entitled to appear and be heard at the Fairness Hearing. No Class Member may object to this Agreement, unless copies of any written objections or briefs are filed with the Court and served on counsel for the Parties no later than 21 days prior to the Fairness Hearing. Class Members who fail to file and serve timely objections in the manner specified above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to this Agreement or the Court's approval thereof.

5. In the event that the Court grants final approval of this Agreement, it shall enter an order: (1) memorializing its final approval of this Agreement; (2) granting costs and attorneys' fees to Class Counsel as set forth in Section XIII; (3) dismissing the Civil Action, with prejudice (including, without limitation, dismissal in favor of Defendant and all of its employees, representatives, and agents, both named and unnamed); and (4) retaining jurisdiction for the purpose of enforcing the provisions of this Agreement or modifying it in accordance with Section XIV(6) below. The Parties shall bear their own costs, expenses, and attorneys' fees incurred in the Civil Action, except as otherwise provided herein.

V. PERIODIC REPORTS BY THE PANEL.

The Panel will prepare and submit to the Parties and the Court periodic reports evaluating Defendant's compliance with the Action Plan ("Reports") at intervals the Panel shall determine. The Panel will provide the Reports to the Parties in draft form prior to submission to the Court, will consider the Parties' comments, and may in its discretion make responsive changes before submitting the Reports to the Court. The Reports shall state that they are created for purposes of this settlement. The Reports may not be used against Defendant in any other legal proceeding for any purpose.

VI. INSPECTION BY CLASS COUNSEL.

On reasonable notice, Class Counsel will have reasonable access to the Jail Complex in downtown Los Angeles, including without limitation staff, inmates, and documents, for inspection to evaluate compliance with the Action Plan. Class Counsel shall provide Defendant's counsel with 10 days' notice before any document request and 4 days' notice before any on-site inspection. Defendant's counsel shall have the right to be present for any jail inspection and/or discussion with Sheriff's Department personnel. Defendant reserves the right to object, whether on privilege grounds or otherwise, to any document request made by Class Counsel. The Parties agree to negotiate in good faith to resolve any disputes concerning objections to document requests from Class Counsel and if the dispute cannot be resolved, to submit the issue to the Court for resolution. Any information or documents obtained by Class Counsel under this section may be used solely for purposes of this action and may not be used in any other action for any purpose. Nothing in this section shall restrict monitoring activities by the ACLU (such as readily available access to Title 15 logs) in *Rutherford v. Scott*, Case No. CV 75-04111-DDP.

VII. RELEASE.

1. Except as otherwise provided in this Agreement and as separate consideration for the agreements contained herein, Named Plaintiffs and the Plaintiff Class hereby absolutely, fully and forever release, relieve, waive, relinquish, and discharge Defendant and its successors, predecessors, related entities, departments, subsidiaries, representatives, assigns, agents, partners, officers, directors, managers, insurers, shareholders, employees, and attorneys, including, without limitation, the Board and Lawrence Beach Allen & Choi, A Professional Corporation, and each of them ("Released Parties"), of, and from, any and all known claims for equitable relief, subject to the following limitations: (i) this waiver shall not apply to claims based on acts or omissions arising after the date of execution of this Agreement; and (ii) this waiver shall be limited to the allegations made in the Complaint (which do not include claims for damages).

2. Named Plaintiffs and the Plaintiff Class acknowledge their intention that, upon execution by the Parties and approval by the Court, this Agreement, except as expressly provided for herein, shall be effective as a full and final accord and satisfaction and settlement of and as a bar to all of the claims in the Civil Action. Named Plaintiffs and the Plaintiff Class acknowledge that they have been informed by their attorneys, or otherwise have been informed of, and that they are familiar with, Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Named Plaintiffs and the Plaintiff Class hereby waive and relinquish all rights and benefits against the Released Parties that they have or may have under Section 1542 of the Civil Code of the State of California, subject to the following limitations: (i) this waiver shall not apply to claims based on acts or omissions arising after the date of execution of this Agreement; and (ii) this waiver shall be limited to the allegations made in the Complaint (which do not include claims for damages).

3. Named Plaintiffs and the Plaintiff Class agree, represent, and warrant that they understand that the Civil Action involves arguable and disputed questions of fact and law, that the liability of Defendant for the alleged acts in the Civil Action is disputed, and that the consideration provided herein is not to be construed as an admission of liability by Defendant, which is expressly denied, and that this Agreement arises from compromise.

VIII. TERMINATION.

1. After the final approval of this Agreement by the Court, Defendant will implement each and every recommendation from the Panel contained in the Action Plan as soon as reasonably practicable. When the Panel certifies that any recommendation of the Action Plan has been implemented, it shall commence a period of monitoring the Defendant's compliance with respect to that recommendation ("Compliance Period"). It is anticipated that there will be multiple Compliance Periods for the various recommendations contained in the Action Plan, and that

Defendant will implement and be judged to be in compliance with numerous recommendations in six months or less from the submission of the Action Plan to the Court, others in six to twelve months from the submission of the Action Plan to the Court, and there is a possibility that Defendant may be judged to have come into compliance with others more than twelve months from the submission of the Action Plan to the Court. If, after the Panel reports that the Defendant has initially reached compliance, the Panel subsequently reports that Defendant has fallen out of compliance, Plaintiffs may make a motion to the Court for contempt, but only after having engaged in a good faith attempt to resolve the issue of noncompliance with Defendant's counsel and having allowed a reasonable period to cure noncompliance. The Court may exercise its equitable powers to fashion relief, including ordering compliance and extending the compliance period, consistent with the Prison Litigation Reform Act ("PLRA"). Alternatively, Plaintiffs may request that the Panel propose a remedial plan, which may include an extension of the compliance period, consistent with the PLRA, for the Court's approval.

2. Defendant may seek to terminate this Agreement through application to the Court, consistent with the PLRA, at such time as all of the following conditions have been satisfied:

(a) For those recommendations that the Panel certifies the Defendant has implemented in six months or less after the submission of the Action Plan to the Court: (i) Defendant must sustain compliance with each of those recommendations for either a period of at least 18 consecutive months or satisfy any alternative requirements imposed pursuant to Paragraph 1 above; and (ii) Defendant must sustain simultaneous compliance with all those recommendations for a period of at least 12 consecutive months prior to filing a motion to terminate;

(b) For those recommendations that the Panel certifies the Defendant has implemented in six to twelve months after the submission of the Action Plan to the Court: (i) Defendant must sustain compliance with each of those recommendations for either a period of at least 18 consecutive months or satisfy any alternative requirements imposed pursuant to Paragraph 1 above; and (ii) Defendant must sustain simultaneous compliance with all those recommendations for a period of at least 12 consecutive months prior to filing a motion to terminate; and

(c) For those recommendations that the Panel certifies the Defendant has implemented in more than twelve months after the submission of the Action Plan to the Court: (i) Defendant must sustain compliance with each of those recommendations for either a period of at least 18 consecutive months or satisfy any alternative requirements imposed pursuant to Paragraph 1 above; and (ii) Defendant must sustain simultaneous compliance with all those recommendations for a period of at least 12 consecutive months prior to filing a motion to terminate.

The period of simultaneous compliance for the recommendations that Defendant implements in six months or less need not run concurrently with the period of simultaneous compliance for the recommendations that Defendant implements in six to twelve months. Neither of those periods needs to run concurrently with the period of simultaneous compliance

for the recommendations that Defendant implements in more than twelve months if those recommendations that were implemented more than twelve months after submission of the Action Plan to the Court were ones the panel estimated in its Action Plan would take more than 12 months to implement. However, if Defendant fails to implement within 12 months one or more recommendations that the Panel estimated could be implemented in 12 months or less, Defendant must maintain simultaneous compliance with those recommendations and the recommendations that were implemented in six to twelve months after the submission of the Action Plan to the Court for a period of at least 12 consecutive months prior to filing a motion to terminate.

IX. PLAINTIFFS' AND THE PLAINTIFF CLASS'S ALLEGATIONS, DEFENDANT'S DENIALS, AND LACK OF ADMISSION OF LIABILITY.

In the Civil Action, Named Plaintiffs and the Plaintiff Class allege that they have been subjected to a pattern of grossly excessive force, in violation of the Eighth and Fourteenth Amendments to the United States Constitution. Defendant generally and specifically denies all Named Plaintiffs' and the Plaintiff Class's allegations. It is understood that this Agreement is not an admission of any liability or wrongdoing on the part of Defendant and/or its employees, agents and former employees and agents of Defendant or any other persons.

X. AGREEMENT CONDITIONAL ON FINDINGS BY THE COURT PURSUANT TO 18 U.S.C. § 3626(a)(1)(A)

This Agreement will become null and void unless the Court, in its Stipulated Order and Final Judgment, makes findings that although this matter was not actually litigated or resolved on the merits, the relief is narrowly drawn, extends no further than necessary to correct the alleged violations of the Federal rights, and is the least intrusive means necessary to correct the alleged violations of the Federal rights. *See* 18 U.S.C. § 3626(a)(1)(A). Notwithstanding any other term of this Agreement, the Parties stipulate that Defendant expressly disclaims and does not admit that Defendant is committing any violation of any Federal right. Except to enforce this Agreement, this Section of this Agreement shall not be admissible against Defendant in any court for any purpose.

XI. REPRESENTATION OF COMPREHENSION OF THIS AGREEMENT

In entering this Agreement, Plaintiff Alex Rosas, on behalf of himself and the Plaintiff Class, represents that he has relied upon the advice of Class Counsel, who are the attorneys of his own choice, concerning the legal and other consequences of this Agreement; that the terms of this Agreement have been completely read and explained to him by Class Counsel; and the terms of this Agreement are fully understood and voluntarily accepted by him. Plaintiff Alex Rosas hereby further represents that he has not received or relied upon any legal or other advice from Defendant, Defendant's representatives, and/or attorneys.

XII. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.

Plaintiff Alex Rosas, on behalf of himself and the Plaintiff Class, represents and warrants that no other person(s) or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that he has the sole right and exclusive authority to execute this Agreement; and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

XIII. ATTORNEY FEES AND COSTS.

1. Assuming this Agreement is approved by the Court and the Board, and is upheld on appeal (if any), within 45 days of the later of the Court's final approval of the Agreement or the resolution of any appeal, Defendant shall tender to Class Counsel a warrant in the amount of $950,000 made payable to "ACLU Foundation of Southern California" for full and final satisfaction of any and all claims by Named Plaintiffs, the Plaintiff Class, and Class Counsel for attorneys' fees, expenses, and costs related to the Civil Action. Class Counsel acknowledge and agree to provide to Defendant any and all paperwork and information including, without limitation, a duly executed W-9 IRS form, prior to receiving said payment.

2. Defendant will pay reasonable attorneys' fees and costs to Class Counsel for ongoing work to ensure compliance with this Agreement. The amount of fees and costs due to Class Counsel under this paragraph will be determined on a semi-annual basis for the duration of the Court's jurisdiction over this Agreement. The Parties will try to reach agreement on these semi-annual fee awards and submit a stipulation for the Court's approval. If the Parties are unable to reach agreement on a semi-annual fee award, Class Counsel will submit a motion for reasonable attorneys' fees, and the Court will determine the appropriate amount of fees. Under no circumstances shall Class Counsel be entitled to payment of more than $30,000 per year in attorneys' fees and costs to ensure compliance with this Agreement, exclusive of any fees and costs reasonably incurred to oppose any motion to modify or terminate this Agreement by Defendant.

3. Notwithstanding any other provision in this Agreement, if it becomes necessary for the Plaintiffs to incur additional legal fees in connection with a motion for contempt, the Court may award reasonable fees.

XIV. MISCELLANEOUS.

1. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2. California Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California and not construed for or against any party.

3. Successors and Assigns.

All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

4. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5. Further Assurances.

Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties hereto.

6. Modifications or Amendments.

No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto and ordered by the Court, or, upon a motion of a party, the party seeking modification establishes that a significant change in facts or law warrants revision and that the proposed modification is suitably tailored to the changed circumstance.

7. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect.

8. Captions.

The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. The sections, and not the captions, shall control and govern in the construction of this Agreement.

9. Severability.

If any part of this Agreement is deemed unenforceable, illegal, or in violation of any State or Federal law, that portion of the Agreement will be severable and the remaining portion or portions of the Agreement will remain in full force and effect.

10. Expenses.

Each of the Parties shall pay all of their own costs, legal fees, accounting fees, and any other expenses incurred or to be incurred by it or them in negotiating and preparing this Agreement, except as expressly set forth herein.

Dated: September 24, 2014

By: _____
Alex Rosas, individually and on behalf of the Plaintiff Class

APPROVED AS TO FORM AND CONTENT:

Dated: September 24, 2014

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

By: _____
Peter Eliasberg
Attorneys for Plaintiffs Alex Rosas and Jonathan Goodwin, and the Plaintiff Class

Dated: September 24, 2014

PAUL HASTINGS LLP

By: _____
John Durrant
Attorneys for Plaintiffs Alex Rosas and Jonathan Goodwin, and the Plaintiff Class

Dated: December 24, 2014

AMERICAN CIVIL LIBERTIES UNION

By: Margaret Winter
Margaret Winter
Attorneys for Plaintiffs Alex Rosas and Jonathan Goodwin, and the Plaintiff Class

Dated: _____, 2014

OFFICE OF COUNTY COUNSEL,
COUNTY OF LOS ANGELES

By:_____
Roger H. Granbo
Attorneys for Defendant Sheriff John L. Scott, in his official capacity only

Dated: _____, 2014

AMERICAN CIVIL LIBERTIES UNION

By: _____
Margaret Winter
Attorneys for Plaintiffs Alex Rosas and Jonathan Goodwin, and the Plaintiff Class

Dated: 9-26-14, 2014

OFFICE OF COUNTY COUNSEL,
COUNTY OF LOS ANGELES

By: _____
Roger H. Granbo
Attorneys for Defendant Sheriff John L. Scott, in his official capacity only