

# **EXHIBIT A**

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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.

**22. Related Entities**

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

**23. Self-Evaluation**

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

**24. Term**

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

**25. Days**

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

**III. AGREEMENT**

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

**1. Recitals**

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

**2. Settlement Approval Process**

**2.1. Court Approval**

This Settlement Agreement will be subject to approval by the District Court. However, 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.

**12.5. Reporting by the County**

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

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

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

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

**13. Dispute Resolution**

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

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

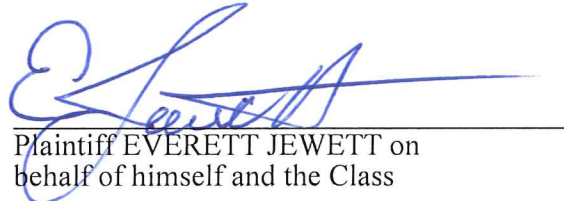
2 **26. Additional Documents**

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 1<sup>st</sup>, 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

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Plaintiff EVERETT JEWETT on  
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14  
15 Dated: 9-15, 2017

  
\_\_\_\_\_  
Plaintiff GLEN HAROLD EVERETT on behalf  
of himself and the Class

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18 Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Plaintiff MICHAEL DONALD ACKLEY on  
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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  
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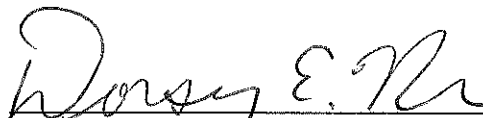
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Plaintiff GLEN HAROLD EVERETT on behalf  
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16  
17  
18 Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
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

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**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](mailto:DRLCenter@drlcenter.org)

**DO NOT CALL OR WRITE TO THE COURT REGARDING THIS CASE**