

1 UNITED STATES DISTRICT COURT  
2 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 UNITED STATES OF AMERICA,

5 Plaintiff,

6 v.

7 COUNTY OF LOS ANGELES AND  
8 LOS ANGELES COUNTY SHERIFF  
9 JIM MCDONNELL, in his official  
10 capacity,

11 Defendants.

12 TERESA POWERS, DAVID PENN,  
13 TIMOTHY POLK, MARK SARNI,  
14 DERRICK THOMAS, DARSEL  
15 WHITFIELD, ROYAL WILLIAMS, AND  
16 LEPRIEST VALENTINE,

17 Plaintiff-Intervenors.

Case No. 2:15-cv-5903-DDP-JEM

**JOINT STIPULATION TO  
DISMISS INTERVENORS' CLAIMS;  
AND**

**[PROPOSED] ORDER**

**[FRCP 41(a)(1)(A)(ii)]**

COMPLAINT FILED: August 5, 2015  
TRIAL DATE: None Set

18 IT IS HEREBY STIPULATED by and between Plaintiff, Intervenors, and  
19 Defendants, through their undersigned counsel, that Intervenors' claims shall be  
20 dismissed with prejudice, pursuant to Federal Rules of Civil Procedure Rule  
21 41(a)(1)(A)(ii), and consistent with the terms set forth below. Intervenors'  
22 counsel affirm that they have authority from Teresa Powers, David Penn,  
23 Timothy Polk, Derrick Thomas, Darsel Whitfield, Royal Williams, and LePriest  
24 Valentine to enter into this Stipulation.<sup>1</sup>

25 Plaintiff, Intervenors, and Defendants are entering into this Stipulation of  
26 Dismissal based on the Joint Stipulation to Amend Paragraph 34 of the Joint  
27 Settlement Agreement Regarding the Los Angeles County Jails ("Joint

28 <sup>1</sup> Intervenor Mark Sarni was dismissed from this action on September 8, 2017.  
Dkt. No. 135.

1 Stipulation”) filed with the Court on December 6, 2018. Dkt. No. 142. The  
2 Court shall retain jurisdiction to enforce the terms set forth in this Stipulation of  
3 Dismissal.

4 IT IS FURTHER STIPULATED by and between Plaintiff, Intervenor,  
5 and Defendants, through their undersigned counsel, that the following conditions  
6 will apply to Intervenor’s involvement in monitoring Defendants’ compliance  
7 with Amended Paragraph 34.

8 **A. Monitoring Compliance with Amended Paragraph 34**

9 The requirements in Section VI of the Joint Settlement Agreement  
10 Regarding the Los Angeles County Jails (“Settlement Agreement”), ECF Doc. 4,  
11 on Implementation, Compliance Assessment, Enforcement, and Termination will  
12 apply to Amended Paragraph 34. The Plaintiff and Defendants (“Parties”) and  
13 Intervenor further agree to the additional measures specified below to permit  
14 Intervenor to participate in the oversight and monitoring of Amended Paragraph  
15 34.

16 1. Oversight and Monitoring

- 17 a. Independent Monitor: The Independent Monitor will assess and  
18 report on Defendants’ compliance with Amended Paragraph 34 with  
19 the assistance of his Subject Matter Experts and support staff, as set  
20 forth in Section VI of the Settlement Agreement.
- 21 b. Compliance Measures: The Parties and Intervenor, in consultation  
22 with the Independent Monitor, have developed compliance measures  
23 to determine whether Amended Paragraph 34 is properly and timely  
24 implemented. The Independent Monitor will use the compliance  
25 measures to formulate his findings and report on Defendants’  
26 progress toward compliance with Amended Paragraph 34.
- 27 c. Monitoring Reports: The Independent Monitor will report on  
28 Defendants’ compliance with Amended Paragraph 34, as set forth in

1 Paragraph 109 of the Settlement Agreement, and provide a draft copy  
2 of the Monitor's reports to the Parties for review and comment, as set  
3 forth in Paragraph 110 of the Settlement Agreement. In addition, at  
4 least 30 days before the anticipated filing of the Monitor's reports, the  
5 Monitor will provide Intervenors with a draft copy of the portion or  
6 portions of the reports that pertain to Amended Paragraph 34.

7 Intervenors will submit comments, if any, to the Monitor within 15  
8 days of receipt of the draft portion or portions of the reports. The  
9 Monitor will consider any comments from Intervenors. Intervenors  
10 may file a separate response regarding Amended Paragraph 34 with  
11 the Court within 15 days after the filing of the reports by the Monitor  
12 although such a filing is not required. The Parties may file a response  
13 to Intervenors' filing within 15 days although such a filing is not  
14 required. All public court filings by Intervenors will be written with  
15 due regard for the privacy interests of individual prisoners and staff  
16 and the interest of the County and the Sheriff in protecting against  
17 disclosure of information not permitted by the Settlement Agreement.

18 d. Access: The Independent Monitor and the United States will have  
19 full and complete access to the Jails and all relevant individuals,  
20 facilities, prisoner medical and mental health records, documents,  
21 data, and meetings related to Amended Paragraph 34, as set forth in  
22 and pursuant to Paragraph 103 of the Settlement Agreement subject  
23 to the exceptions therein. In addition, the Parties and Intervenors  
24 agree that Intervenors will have reasonable and limited access to  
25 County and Sheriff records and documents related to proof of  
26 compliance with Amended Paragraph 34, subject to a confidentiality  
27 agreement and as follows: Intervenors have the right to request that  
28 the records underlying the County's report to the Monitor regarding

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compliance with Amended Paragraph 34 be made available to them, subject to redaction to comply with the Health Insurance Portability and Accountability Act, the California Confidentiality of Medical Information Act (Civil Code § 56, et seq.), California Welfare and Institutions Code § 5328, and any other privilege or protection. The Parties and Intervenors agree to meet and confer about such a request for underlying records and its justifications. In the event that such a request cannot be resolved, a Party or Intervenors may file a motion with the Court seeking resolution of the request. Intervenors will maintain as confidential, and will not distribute or disclose, any records, documents, or information provided by the County, the Sheriff, or the Independent Monitor under this Agreement.

e. Policies and Procedures: The Parties and Intervenors have negotiated policies and procedures to implement Amended Paragraph 34, including Correctional Health Services Policy M380.01, which serves as the foundation for the enhanced release planning process at the Jails. The Independent Monitor has reviewed the revised policies and procedures and agrees they incorporate the requirements of Amended Paragraph 34. Should Defendants make any substantive revisions to policies or procedures that relate to Amended Paragraph 34, Defendants will submit such policies or procedures to the United States and the Monitor, as set forth in Paragraphs 89-90 of the Settlement Agreement. In addition, if Correctional Health Services Policy M380.01 is materially revised, or if any new policies materially related to release planning for prisoners who are subject to Amended Paragraph 34 are created, the following process will be followed before implementation:

1) The County and Sheriff will provide a copy of the proposed policy

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- to Intervenors;
  - 2) Intervenors will have 30 days to review the policy and submit comments, if any, to the County and the Sheriff;
  - 3) If Intervenors do not submit any comments within the 30-day period, the County and the Sheriff will begin implementation of the policy no later than 180 days after the expiration of the 30-day review period or notice that no comments will be forthcoming;
  - 4) If Intervenors object to the proposed policy, Intervenors will note the objection in writing to all Parties within the respective review period;
  - 5) If there is any objection to the proposed policy, the County and the Sheriff will have 30 days to address the objection(s);
  - 6) If Intervenors cannot resolve the objections, any Party may ask the Court to resolve the matter; and
  - 7) The Monitor may extend any time period specified in this section by up to 15 additional days. Further extensions may be granted by the Monitor with the agreement of all Parties and Intervenors when necessary to permit amicable resolution of objections.
- f. Self-Assessments and Reports: The County and Sheriff will report on their implementation of Amended Paragraph 34, as set forth in Paragraph 92 of the Settlement Agreement. In addition, the Parties and Intervenors agree that Intervenors will have limited access to the County's and Sheriff's self-assessments and reports concerning the implementation of Amended Paragraph 34, as follows:
- 1) Fifteen days before the end of the reporting period described in Paragraph 109 of the Settlement Agreement, the County and Sheriff will provide Intervenors a Self-Assessment Status Report concerning only Amended Paragraph 34 that includes:

- 1 a) The actions taken by the County and Sheriff during the review
- 2 period to implement Amended Paragraph 34, including the
- 3 status of ongoing and continuous improvement activities;
- 4 b) Responses to concerns or recommendations concerning
- 5 Amended Paragraph 34 made in prior reports by the Monitor;
- 6 and
- 7 c) A summary of any audits related to Amended Paragraph 34
- 8 that were completed in the reporting period.

9 2) Intervenors shall receive copies of all written communications  
10 between the County and the United States concerning, in whole or  
11 in part, the implementation of Amended Paragraph 34. To the  
12 extent the self-assessments, reports, and communications  
13 referenced in this provision contain material not related to  
14 Amended Paragraph 34, the County or the United States may  
15 redact such material.

16 3) Intervenors shall treat all documents received under subsection (f)  
17 as confidential and will not further disclose or attach such  
18 documents to any court document, unless filed under seal with  
19 Court approval, without the consent of the County and the Sheriff  
20 or by order of the Court.

21 **B. Evidence-Based Study**

22 a. The County and the Sheriff agree to meet with Intervenors' counsel  
23 to discuss the possibility of providing data related to compliance with  
24 Amended Paragraph 34 to an independent research or educational  
25 organization to perform an evidence-based assessment of release  
26 planning at the Jails. The County and the Sheriff agree to preserve all  
27 data, records, files, and documentation relevant to their compliance  
28 with Amended Paragraph 34, including the full medical and prisoner



1 records in the sample selected for compliance review, at least until  
2 the date of such meeting. Nothing in this paragraph shall require that  
3 the County or Sheriff agrees to share the data or participate in such an  
4 assessment or study. This discussion shall not take place until after  
5 the County and Sheriff have achieved sustained compliance and are  
6 no longer subject to monitoring of Amended Paragraph 34.

7 **C. Attorney's Fees**

8 Within ninety (90) days of entry of this Stipulation, Defendants shall pay  
9 the sum of nine hundred and fifty thousand dollars (\$950,000) to Intervenors'  
10 Counsel to fully resolve any claims for attorneys' fees and costs arising out of  
11 the Intervenors' action. Intervenors shall not seek attorney's fees or costs for  
12 their participation in the monitoring or oversight of Amended Paragraph 34.

13 Intervenors may request reasonable attorney's fees and costs from the Court in the  
14 event they prevail on a motion seeking judicial enforcement of Amended  
15 Paragraph 34. The Court shall retain jurisdiction for the purpose of considering  
16 any future motion for reasonable attorney's fees.

17 **D. Meet and Confer Requirement**

18 Intervenors will also seek to resolve any disputes concerning the  
19 implementation of Amended Paragraph 34 with the Parties through a good faith  
20 effort. Intervenors retain the right to seek Court enforcement of Amended  
21 Paragraph 34 if they fail to resolve any such disputes after a good faith effort to  
22 meet and confer regarding such dispute.

23 **E. Admissibility**

24 Except to enforce, modify, or terminate the Settlement Agreement, as  
25 amended by this Joint Stipulation, neither this Joint Stipulation, nor the Amended  
26 Settlement Agreement, nor any Order entered pursuant to this Joint Stipulation  
27 shall be admissible against either the County or Sheriff in any court or proceeding  
28 for any purpose, as set forth in Paragraph 14 of the Settlement Agreement.

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**F. No Admission of Liability or Wrongdoing**

This Joint Stipulation and the agreements reflected herein are not an admission of any liability or wrongdoing on the part of the County or the Sheriff, and/or either of its employees, agents, and former employees and agents, or any other person, and will not constitute evidence of any pattern or practice of wrongdoing.

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1 STIPULATED AND AGREED UPON by Plaintiff United States of  
2 America, Defendants the County and the Sheriff, and Plaintiff-Intervenors, with  
3 the endorsement of the Independent Monitor.

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Dated: 12/4/18

FOR PLAINTIFF UNITED STATES OF AMERICA:

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Civil Rights Division

STEVEN H. ROSENBAUM  
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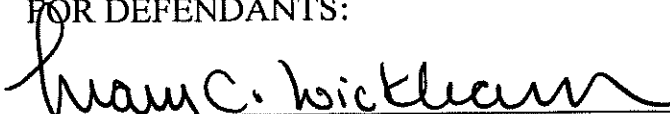


MATTHEW NICKELL  
Assistant United States Attorney  
Civil Rights Section, Civil Division

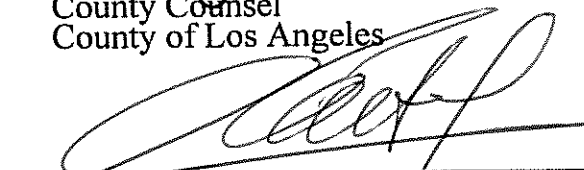
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Dated:

FOR DEFENDANTS:



MARY C. WICKHAM  
County Counsel  
County of Los Angeles



RODRIGO A. CASTRO-SILVA  
Senior Assistant County Counsel  
County of Los Angeles

Dated:

FOR PLAINTIFF-INTERVENORS:

MARK D. ROSENBAUM  
ALISA L. HARTZ  
Public Counsel

BRADLEY S. PHILLIPS  
GRANT A. DAVIS-DENNY  
Munger, Tolles & Olson LLP

Dated: October 30, 2018

FOR THE INDEPENDENT MONITOR:



RICHARD DROOYAN  
Independent Monitor

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Dated:


FOR DEFENDANTS:


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MARY C. WICKHAM  
County Counsel  
County of Los Angeles

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RODRIGO A. CASTRO-SILVA  
Senior Assistant County Counsel  
County of Los Angeles

Dated:

FOR PLAINTIFF-INTERVENORS:

  
\_\_\_\_\_  
MARK D. ROSENBAUM  
ALISA L. HARTZ  
Public Counsel

  
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BRADLEY S. PHILLIPS  
GRANT A. DAVIS-DENNY  
Munger, Tolles & Olson LLP

Dated:

FOR THE INDEPENDENT MONITOR:

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RICHARD DROOYAN  
Independent Monitor