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16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA

18 JESSE HERNANDEZ et al., on behalf of  
themselves and all others similarly situated,  
19  
20 Plaintiffs,  
21  
22 v.  
23 COUNTY OF MONTEREY; MONTEREY  
COUNTY SHERIFF’S OFFICE;  
CALIFORNIA FORENSIC MEDICAL  
24 GROUP, INCORPORATED, a California  
corporation; and DOES 1 to 20, inclusive,  
25  
26  
27  
28 Defendants.

Case No. CV 13 2354 PSG  
~~PROPOSED~~ ORDER FOR FINAL  
APPROVAL OF SETTLEMENT  
AGREEMENT  
Judge: Hon. Paul S. Grewal  
Date: August 18, 2015  
Time: 10:00 a.m.  
Crtrm.: 5, 4th Floor  
Trial Date: September 7, 2015

1 WHEREAS, Plaintiffs and Defendants submitted to this Court a Stipulated Motion  
2 for Preliminary Approval of Class Action Settlement; Extension of Time for Preliminary  
3 Injunction Compliance on May 14, 2015 (Dkt. No. 483, hereinafter “Stipulated Motion”);

4 WHEREAS, this Court granted preliminary approval of the parties’ Settlement  
5 Agreement on May 15, 2015, finding that it “falls within the range of possible approval,”  
6 and that it was “the product of arm’s-length, serious, informed and non-collusive negotia-  
7 tions between experienced and knowledgeable counsel who have actively prosecuted and  
8 defended this litigation” (Dkt. No. 485; hereinafter, the “May 15, 2015 Order”);

9 WHEREAS, the Court’s May 15, 2015 Order directed that notice be provided to the  
10 class, and set the final approval hearing pursuant to Rule 23(e) for the Federal Rules of  
11 Civil Procedure for August 4, 2015 (later reset to August 18, 2015);

12 WHEREAS, on May 27, 2015, Defendants confirmed that notice had been provided  
13 to the Class pursuant to the Court’s May 15, 2015 Order, including by posting notices  
14 throughout the Monterey County Jail as well as on the Monterey County Sheriff’s Office  
15 web site (Dkt. No. 486);

16 WHEREAS the May 15, 2015 Order required that any objections to the Settlement  
17 Agreement may be sent to the Court and postmarked by July 11, 2015, and the Court  
18 received one third-party objection to the settlement on the ground that damages were  
19 unavailable under the settlement (and one class member voiced her objection to Plaintiffs’  
20 counsel on the same ground);

21 WHEREAS, on July 28, 2015, the parties submitted a Joint Motion for Final  
22 Approval of Settlement Agreement (Dkt. No. 489, hereinafter “Joint Motion”);

23 WHEREAS, on August 18, 2015, this matter came before the Court for hearing  
24 pursuant to Federal Rule of Civil Procedure 23(e) and the Order of this Court dated June  
25 23, 2015, to consider final approval of the proposed settlement set forth in the parties  
26 Stipulated Motion, with no objectors appearing at the hearing; and

27 WHEREAS, due and adequate notice having been given to the Plaintiff class  
28 defined below as required by the Court’s May 15, 2015 Order, and the Court having

1 considered all papers filed and proceedings in this case, the pleadings and papers filed in  
2 support of final approval of the settlement, and otherwise being fully informed regarding  
3 this litigation and good cause appearing therefore; the Court now finds and orders as  
4 follows:

5 **FINDINGS**

6 1. The Court finds that the proposed settlement is the product of arm's-length,  
7 serious, and non-collusive negotiations between experienced and knowledgeable counsel  
8 for the Plaintiff class and Defendants, who have actively and competently prosecuted and  
9 defended this litigation.

10 2. The Court finds that distribution of notice to the class has been completed in  
11 conformance with the Court's May 15, 2015 Order and that no class member objected to  
12 the substantive provisions of the Settlement Agreement.

13 3. The Court, having carefully considered the settlement set forth in the parties  
14 Joint Motion for Final Approval of Settlement Agreement and supporting documents filed  
15 July 28, 2015, finds that the settlement is fair, adequate, and reasonable, and further finds  
16 that the benefit to the Plaintiff class supports final approval of the proposed settlement in  
17 light of all of the relevant considerations.

18 **IT IS HEREBY ORDERED THAT:**

19 1. This Court has jurisdiction over the subject matter of this litigation and over  
20 all parties to the action, including all members of the Plaintiff class and sub-class.

21 2. The notices disseminated to the Plaintiff class pursuant to the Court's  
22 May 15, 2015 Order and effected pursuant to the Declaration of Cmdr. James H. Bass  
23 Affirming Publication of Notice of Class Settlement (Dkt. No. 486) constituted the best  
24 notice practicable under the circumstances. Said notices provided due and adequate notice  
25 of proceedings for approval of the settlement and of the matters set forth therein, including  
26 the proposed settlement set forth in the Joint Motion, to all persons entitled to such notice,  
27 and said notices fully satisfied the requirements of Rule 23(e) of the Federal Rules of Civil  
28 Procedure, the Constitution of the United States, due process and any other applicable

1 rule(s) of this Court.

2 3. A district court's role in reviewing the substance of a class action settlement  
3 under Rule 23 is to ensure that it is 'fair, adequate, and free from collusion.'" *Lane v.*  
4 *Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012), *cert. denied*, 134 S. Ct. 8 (2013)  
5 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). The Court finds  
6 that in all respects the settlement in this case is fair, adequate, and free from collusion, and  
7 that all of the relevant *Hanlon* factors weigh in favor of granting final approval in this case.  
8 *See Hanlon*, 150 F.3d 1011 at 1026. The Court thus grants final approval of the settlement  
9 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

10 4. The parties' Settlement Agreement, attached as **Exhibit A**, is granted final  
11 approval and incorporated by reference, and has the full force and effect of an order of this  
12 Court. For the purposes of jurisdiction and enforcement of this Settlement Agreement  
13 only, the Court finds that this Settlement Agreement satisfies the requirements of 18  
14 U.S.C. § 3626(a)(1)(A) in that it is narrowly drawn, extends no further than necessary to  
15 correct the violation of the Federal right, and is the least intrusive means necessary to  
16 correct the violation of the Federal right of the Plaintiffs. In the event the Court finds that  
17 Defendants have not substantially complied with the Agreement, it shall in the first  
18 instance require Defendants to submit a plan for approval by the Court to remedy the  
19 deficiencies identified by the Court. In the event the Court subsequently determines that  
20 the Defendants' plan did not remedy the deficiencies, the Court shall retain the power to  
21 enforce this Agreement through all remedies provided by law, excluding the imposition of  
22 a consent decree.

23 5. Pursuant to Section IV of the Settlement Agreement, as described in  
24 Paragraphs 31 through 34 of the Settlement Agreement, the parties shall develop  
25 Implementation Plans that will be enforceable by the Court as part of the Settlement  
26 Agreement. Pursuant to Paragraph 33(a) of the Settlement Agreement, by July 30, 2015,  
27 Defendants shall submit to Plaintiffs the plans identified in the Order Granting Motion for  
28 Preliminary Injunction. No later than 10 days thereafter, Plaintiffs shall respond with

1 specific comments or objections if any. By September 8, 2015, the parties shall have  
2 completed meeting and conferring concerning Defendants' plans. If there are any  
3 unresolved issues, the parties agree to submit the unresolved issues to Magistrate Judge  
4 Cousins. If the parties are still unable to agree to the content of the Implementation Plans  
5 pertaining to the Preliminary Injunction Order, the parties shall seek redress with the  
6 Court. Pursuant to Paragraph 33(b) of the Settlement Agreement, no later than October 15,  
7 2015, the parties shall have completed meeting and conferring concerning the Implementa-  
8 tion Plans. At that time, if there are any unresolved issues, the parties agree to submit the  
9 unresolved issues to Magistrate Judge Cousins. If the parties are still unable to agree to the  
10 content of the Implementation Plans, the parties shall seek redress with the Court.

11         6. Pursuant to Section VI of the Settlement Agreement, as described in  
12 Paragraphs 44 through 49 of the Settlement Agreement, the Court retains jurisdiction to  
13 enforce and administer the Settlement Agreement, including resolving disputes regarding  
14 the Settlement Agreement.

15         7. Within 7 days after this Order granting Final Approval, the written notice of  
16 final settlement (the "Notice") shall be disseminated to the Class in English and Spanish,  
17 substantially in the form attached as Exhibit B to the Declaration of Michael Bien  
18 accompanying the Joint Motion by the following means: (1) For the benefit of all class  
19 and sub-class members, written Notices shall be posted throughout the Monterey County  
20 Jail, in the same locations within the Jail that the Parties agreed class certification and  
21 preliminary settlement notices were to be placed. (2) Copies of the Settlement Agreement  
22 shall be available in the Jail library and made available to Jail inmates upon request.  
23 (3) Inmates under the custody of the Monterey County Sheriff's Office who reside at other  
24 locations (such as Natividad Medical Center or the jail in Alameda County) shall be sent  
25 the Notice by first class mail to their last known address, or shall be provided with the  
26 notice in person by custodial staff. (4) The Notice and the Settlement Agreement shall be  
27 posted on the website of the Monterey County Sheriff's Office and made available for  
28 public review and downloading.

1           8.       The expense of giving notice to the class members shall be paid by the  
2 Defendants. Dissemination of the Notice as provided above is hereby authorized and  
3 approved, and satisfies the notice requirement of Rule 23(e), Federal Rules of Civil  
4 Procedure, the Constitution of the United States, due process and any other applicable  
5 rule(s) of this Court. No later than September 25, 2015, Defendants must file and serve on  
6 Plaintiffs' counsel an affidavit affirming that they published notice as required in the  
7 Court's order.

8           **IT IS SO ORDERED.**

9  
10 DATED: August 18, 2015



Paul S. Grewal  
United States Magistrate Judge

# **EXHIBIT A**

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**EXECUTION COPY**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JESSE HERNANDEZ et al., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

COUNTY OF MONTEREY; MONTEREY  
COUNTY SHERIFF'S OFFICE;  
CALIFORNIA FORENSIC MEDICAL  
GROUP, INCORPORATED, a California  
corporation; and DOES 1 to 20, inclusive,

Defendants.

Case No. CV 13 2354 PSG

**SETTLEMENT AGREEMENT**

Judge: Hon. Paul S. Grewal

Trial Date: September 8, 2015



1 **I. INTRODUCTION**

2 1. Plaintiffs are prisoners in the custody of the Monterey County Sheriff's  
3 Office ("MCSO").

4 2. Defendants are the County of Monterey, Monterey County Sheriff's Office  
5 and, California Forensic Medical Group, Incorporated ("CFMG").

6 3. The Court has certified this case as a class action. The class is defined as  
7 "all adult men and women who are now, or will be in the future, incarcerated in the  
8 Monterey County Jail." The Court has also certified a sub-class of "all qualified  
9 individuals with a disability, as that term is defined in 42 U.S.C. § 12102, 29 U.S.C. §  
10 705(9)(B), and California Government Code § 12926(j) and (m), and who are now, or will  
11 be in the future, incarcerated in the Monterey County Jail."

12 4. The Court on April 14, 2015, entered a Preliminary Injunction.

13 5. The purpose of this Settlement Agreement is to settle the above-captioned  
14 case. The parties believe this agreement is fair, reasonable, and adequate to protect the  
15 interests of all parties.

16 6. Defendants deny every allegation in each of the Complaints filed in this case.  
17 This Settlement Agreement does not constitute, and shall not be construed, as an admission  
18 of or evidence of any act of deliberate indifference to any inmate's constitutional rights,  
19 violation of 42 U.S.C. § 1983, violation of the ADA, violation of the U.S. Constitution, or  
20 any other wrongdoing or liability by any party. The Defendants expressly deny any  
21 liability. Defendants deny that any of their policies, procedures and/or practices subject  
22 inmates to a risk of harm or result in any deliberate indifference to inmates' safety,  
23 medical, mental health, dental, or accessibility needs in violation of their state or federal  
24 constitutional rights, state or federal law, or the ADA and Rehabilitation Act. The parties  
25 agree that nothing in this Settlement Agreement shall be used against any Defendant in any  
26 other litigation that has been or may be filed against any Defendant.

27 7. The Defendants state that prior to and since the initiation of this litigation,  
28 the County of Monterey and Monterey County Sheriff's Office ("Monterey Defendants")

1 and California Forensic Medical Group (“CFMG”) had commenced significant initiatives  
2 to enhance the delivery of mental health services and medical care, improve the safety of  
3 the MCJ and improve jail and program accessibility, and the process has been ongoing  
4 throughout the course of the litigation.

5 8. The parties will jointly file this Settlement Agreement with the Court, and  
6 ask that the Court issue an order directing notice to the class, setting an objection period,  
7 and a fairness hearing (“Preliminary Approval”), and that the Court approve it as final after  
8 the fairness hearing (“Final Approval”). Final Approval is a condition precedent to the  
9 Agreement's effectiveness, except as to the specific steps that the parties herein agree to  
10 perform after Preliminary Approval.

## 11 **II. PRELIMINARY AND FINAL APPROVAL OF CLASS ACTION 12 SETTLEMENT**

13 9. By May 29, 2015, the parties shall jointly submit this Settlement Agreement  
14 to the Court for Preliminary Approval and with a proposed order for Preliminary Approval  
15 providing a schedule for notice, proposed notices of Preliminary Approval, objection  
16 period, and fairness hearing, and proposed notice of the final remedy for posting upon  
17 Final Approval under Rule 23(e) of the Federal Rules of Civil Procedure. Concurrent with  
18 this filing the parties shall file a request to modify the dates mandated by the preliminary  
19 injunction.

## 20 **III. DEFINITIONS**

21 10. "Substantial compliance" shall mean adherence to the requirements of the  
22 Settlement Agreement and the Implementation Plans in all material respects, recognizing  
23 that 100% compliance is not required. Non-systemic deviations from the requirements of  
24 the Settlement Agreement and the Implementation Plans shall not prevent a finding of  
25 substantial compliance, provided that the Defendants demonstrate that they have  
26 (a) implemented a system for tracking compliance, where appropriate and practical, and  
27 for taking corrective measures in response to instances of non-compliance, and (b) that  
28 Defendants have instituted policies, procedures, practices, and resources that are capable of

1 durable and sustained compliance. Substantial compliance shall be assessed by the  
2 subject-area monitors and shall govern all requirements for the Settlement Agreement and  
3 Implementation Plans.

4 11. "Administrative Segregation" shall be defined as a classification or program  
5 in which prisoners are removed from the general population and confined in a designated  
6 unit to separate them from other prisoners.

7 12. "MC": County of Monterey.

8 13. "MCSO": Monterey County Sheriff's Office.

9 14. "CFMG": California Forensic Medical Group.

10 15. "Day(s)": Calendar days unless otherwise specified.

11 16. "Facility" or "Jail": Monterey County Jail.

12 17. "Disability" and "Disabilities" shall be defined in the same manner as to  
13 include all persons considered to have a disability under the Americans with Disabilities  
14 Act, and/or the Rehabilitation Act.

15 18. "Mediator" shall refer to the Honorable Nathanael Cousins. The parties  
16 consent to the jurisdiction of the Honorable Nathanael Cousins to serve in this capacity.

17 19. "Prisoner(s)" shall be construed broadly to refer to one or more individuals  
18 detained at, or otherwise housed, held, in the custody of, or confined at the Jail, or under  
19 the custody of MCSO at another location, such as a hospital or other treatment facility. The  
20 term "prisoner" shall not include those individuals who are on parole or probation and not  
21 physically in the custody of the MCSO. The term "prisoner" shall not include those  
22 individuals who are detained during the process of investigation or arrest prior to booking  
23 into jail. It shall also not include individuals participating in various pretrial release  
24 programs.

25 20. To "implement" a policy means that the policy has been drafted and  
26 distributed to all staff responsible for following or applying the policy; and, if appropriate,  
27 all relevant staff have been trained on the policy; compliance with the policy is monitored  
28

1 and tracked, if practical, to assure the policy is consistently applied; and there are  
2 corrective action measures to address lapses in application of the policy.

3 21. "Qualified Medical Professional" means a currently licensed physician,  
4 physician assistant, nurse practitioner, or registered nurse qualified to deliver those health  
5 care services he or she has undertaken to provide.

6 22. "Qualified Mental Health Professional" refers to an individual with training  
7 in psychology, social work, psychiatric nursing, or marriage and family therapy, who is  
8 currently licensed by the State of California to deliver those mental health services he or  
9 she has undertaken to provide.

10 23. A Psychiatrist is a licensed Medical Doctor who has completed an approved  
11 residency in psychiatry and is either certified by the American Board of Psychiatry and  
12 Neurology or is eligible to take the exam for board certification.

13 24. "Staff members" or "staffing" includes all employees of MC or CFMG,  
14 including correctional officers, who have contact with prisoners.

15 25. "Medical Clearance" is a clinical assessment of physical and mental status  
16 before an individual is admitted into the facility. The medical clearance may come from  
17 on-site health staff or may require sending the individual to the hospital emergency room.  
18 The medical clearance is to be documented in writing.

19 26. "Face-to-face interview" refers to an encounter between a clinician and  
20 patient. The encounter is typically in-person, but this term does not preclude the use of  
21 telemedicine and/or tele-psychiatry services.

22 27. "Initial Health Screening" is a face-to-face interview conducted by nursing  
23 staff with the arriving individual that identifies immediate medical, mental health and/or  
24 dental needs and provides for medication continuity.

25 28. "Initial Health Assessment" is a medical, mental health, dental and  
26 communicable diseases screening which includes a history and physical examination by  
27 appropriate clinical staff.

28

1           29. “Mental Health Screening” is a face-to-face interview conducted by  
2 Qualified Mental Health Professional using a standardized Mental Health Screening  
3 questionnaire.

4           30. “Psychological Evaluation” is a confidential face-to-face interview and file  
5 review conducted by a QUALIFIED MENTAL HEALTH PROFESSIONAL or  
6 PSYCHIATRIST, primarily for purposes of determining diagnosis, level of functioning,  
7 and recommended level of care and course of treatment.

#### 8 **IV. SUBSTANTIVE PROVISIONS**

9           31. The parties shall develop Implementation Plans in the following subject  
10 areas for improvement of care, services, programs, and activities at the Jail. The plans are  
11 intended to ensure that the class is not exposed to substantial risks of serious harm, and  
12 that the subclass is not subject to discrimination on account of disability. These  
13 Implementation Plans will be adopted as part of the Settlement Agreement. The recitation  
14 of subject matters to be addressed by the Implementation Plans is for purposes of  
15 describing the scope of the Settlement Agreement and does not constitute an admission by  
16 Defendants that existing policies and procedures are inadequate.

17           a. Intake Screening. Defendants will develop and implement an Intake  
18 Screening Implementation Plan that specifies standards and timelines to ensure that  
19 arriving prisoners are promptly screened for urgent medical, mental health and dental  
20 needs, with prompt follow-up and disability accommodations. The standards and timelines  
21 shall include Medical Clearance on arrival at the jail to determine whether the prisoner  
22 must be excluded on medical or mental health grounds, Intake Health Screening on arrival  
23 at the jail, and Initial Health Assessment within time frames determined by the conditions  
24 and acuity found in the Intake Health Screening. The Implementation Plan shall include a  
25 mental health assessment tool to be used with all prisoners at intake to determine which  
26 prisoners need Psychological or Psychiatric Evaluation and on what time frame. The  
27 Implementation Plan shall also include standards and timelines for Dental Evaluation. The  
28 Intake Screening Implementation Plan shall provide for appropriate infectious disease

1 screening and follow-up, including but not limited to screening for tuberculosis and  
2 methicillin resistant staphylococcus aureus (MRSA). The Intake Screening  
3 Implementation Plan shall also provide for standards and timelines for medication  
4 continuity either through outside verification or on-site physician medication order, Initial  
5 Health Assessment for all incoming prisoners with chronic illnesses, Psychological  
6 Evaluation for persons with signs of development disability, Psychological Evaluation for  
7 persons with signs and/or histories of mental illness that meet certain thresholds, clinical  
8 evaluation of persons in need of detoxification with clinical determinations for any use of  
9 sobering, safety or isolation cells, use of a suicide risk assessment tool, with Psychological  
10 Evaluation for those with positive findings on the suicide assessment.

11 b. Infection Control

12 i. Defendants' tuberculosis identification, control and treatment  
13 program shall comply with the standards laid out in Prevention and Control of  
14 Tuberculosis in Correctional and Detention Facilities: Recommendations from CDC (June  
15 2006).

16 ii. All inmates newly booked into the jail shall receive a timely  
17 tuberculosis symptom screening administered by adequately trained health care staff (nurse  
18 or higher level staff).

19 iii. Defendants shall have a reliable system to track whether all  
20 newly booked inmates have received tuberculosis screening and appropriate follow-up  
21 testing and treatment.

22 c. Detoxification

23 i. Medical staff shall timely conduct the initial evaluation to  
24 determine if an inmate is intoxicated and/or suffering from withdrawal or at high risk for  
25 withdrawal.

26 ii. The Health Care and Mental Health Implementation Plans shall  
27 provide for necessary coordination between medical staff and custody regarding placement  
28 of prisoners in a sobering cell, addressing the prisoner's medical and mental health needs,

1 custody's overall responsibility for safety and security of prisoners, prompt reviews by  
2 medical of all placements, and a process of resolving disagreements between medical and  
3 custody.

4           iii. Medical providers shall be timely involved in assessing and  
5 treating inmates potentially undergoing withdrawal, and non-provider medical staff shall  
6 timely refer to providers those inmates undergoing withdrawals when clinically indicated.

7           d. Safety Cells. The Health Care and Mental Health Implementation  
8 Plans shall provide for necessary coordination between medical staff and custody  
9 regarding placement of prisoners in a safety cell, addressing the prisoner's medical and  
10 mental health needs, custody's overall responsibility for safety and security of prisoners,  
11 prompt reviews by medical of all placements, and a process of resolving disagreements  
12 between medical and custody.

13           e. Medication Continuity

14           i. All inmates newly booked into the jail, who at the time of  
15 booking are prescribed medications in the community, shall be timely continued on those  
16 medications, or prescribed comparable appropriate medication, unless a medical provider  
17 makes an appropriate clinical determination that medications are not necessary for  
18 treatment.

19           ii. Inmates who, at the time of booking, report to Defendants that  
20 they are taking community-prescribed medications, but whose medications cannot be  
21 verified by Defendants, shall be timely assessed by a medical provider and timely  
22 prescribed medications necessary to treat their health needs.

23           f. Custody Staffing

24           i. Defendants will develop and implement a Custody Staffing  
25 Implementation Plan to address inmate and staff safety and to address medical, mental  
26 health, disability-related, and other required programs and services.

27           ii. The Staffing Implementation Plan will include necessary posts  
28 and functions to increase prisoners' access to out-of-cell activity, yard, education and other

1 in-house jail programs, including using programs necessary for milestone credit earning  
2 under Cal. Penal Code § 4019 or any other applicable law.

3           iii.     The Staffing Implementation Plan will identify all needed posts  
4 and positions for custody staff members based on current and projected Jail population,  
5 and the number and qualification of correctional staff to cover each post and position, with  
6 shift relief.

7           iv.     The Staffing Implementation Plan will ensure adequate  
8 coverage to supervise each housing and specialized housing area, to escort prisoners for  
9 court, for visits and legal visits, medical and mental health appointments, yard and other  
10 operations of the Jail, and to respond to medical, mental health, security, and natural  
11 disaster emergencies.

12           g.     Clinical Staffing. Defendants will develop and implement a Clinical  
13 Staffing Implementation Plan to establish and maintain Qualified Medical Professional and  
14 Qualified Mental Health Professional staffing at the Jail to ensure adequate staffing to  
15 provide all necessary medical and mental health care, including intake, sick call, chronic  
16 and emergency care, psychiatric therapy, medication management, records management,  
17 and suicide prevention. The plan will identify all needed positions based on current and  
18 projected Jail population, and the number and qualifications of medical and mental health  
19 care staff to cover each position, with shift relief.

20           h.     Medical Care

21           i.     Defendants shall develop and implement a Health Care  
22 Implementation Plan to expand the provision of care for inmates with serious medical  
23 and/or mental health needs and to ensure they receive timely treatment appropriate to the  
24 acuity of their conditions.

25           ii.    Defendants shall ensure timely access to necessary treatment  
26 by Qualified Medical Professionals for prisoners with medical issues, including  
27 appropriate medication practices, appropriate treatment, adequate clinical and  
28 administrative treatment space, access to specialists and hospitalization, appropriate



1 emergency response, appropriate means for requesting medical attention in all levels of  
2 custody including segregation, appropriate chronic care, appropriate follow up medical  
3 attention for prisoners discharged from the hospital, and appropriate supervision of all  
4 medical staff.

5           iii. Defendants shall ensure that appropriate and complete medical  
6 records are maintained to ensure adequate treatment of prisoners' serious medical and  
7 mental health needs. Medical records shall include all records, results, and orders received  
8 from off-site consultations and treatment conducted while the prisoner is in the Jail  
9 custody.

10           i. Mental Health Care

11           i. Defendants shall develop and implement a Mental Health Care  
12 Implementation Plan to more thoroughly ensure timely access to necessary treatment by  
13 Qualified Mental Health Professionals for prisoners with mental illness, including  
14 appropriate screening, detoxification and medication practices, appropriate therapies,  
15 adequate clinical and administrative treatment space, access to hospitalization and  
16 inpatient care, appropriate suicide prevention practices and policies, appropriate use of  
17 seclusion, and appropriate disciplinary policies and practices regarding the mentally ill,  
18 and appropriate training of corrections and mental health staff to recognize and treat  
19 prisoners' mental illness.

20           ii. Defendants shall develop policies and procedures for the safe  
21 and appropriate use of restraint chairs and similar means of physical restraint, including  
22 but not limited to prompt clinical consultations, and observations.

23           iii. The Mental Health Implementation Plan shall require  
24 classification to assess a totality of factors when assigning prisoners to administrative  
25 segregation units. It is understood that the goal of Defendants is to limit the use of  
26 administrative segregation for prisoners with serious mental illness. The Mental Health  
27 Implementation Plan shall require placement screening of all prisoners for mental illness  
28 and suicidality before or promptly after they are housed in administrative segregation, and

1 require procedures to mitigate the impact of administrative segregation on persons with  
2 mental illness, including but not limited to structured therapeutic activity outside the  
3 segregation cell and where feasible assignment of cell mates.

4           iv.     The Mental Health Implementation Plan shall address suicide  
5 watch and suicide precaution procedures to ensure that prisoners in crisis are not placed in  
6 punitive and/or unsanitary conditions.

7           v.     Defendants shall remove hanging points and other hazards in  
8 jail administrative segregation cells that pose an unreasonable risk of being used by  
9 inmates to harm themselves or attempt suicide. While it is recognized that it is impossible  
10 to suicide proof a jail, Defendants will in good faith work with a consultant to develop and  
11 implement a plan to reduce hanging points and other suicide hazards in the jail  
12 administrative segregation cells.

13           vi.    The Implementation Plans shall address standards for health  
14 and safety checks of all inmates housed in segregation cells at irregular intervals with the  
15 specific frequency of checks to be addressed in the Plans to address the needs of particular  
16 classifications of inmates.

17           vii.   Nursing staff shall conduct daily mental health rounds in  
18 segregation.

19           j.     Dental Care: Defendants shall develop and implement a Dental Care  
20 Implementation Plan to ensure timely access to necessary treatment for dental and oral  
21 health conditions, including but not limited to Intake Screening, access to care other than  
22 extractions, a safe and sanitary on or off-site facility for necessary dental care, periodic  
23 dental care for long-term prisoners, and access to dental hygiene supplies.

24           k.     Safety

25           i.     Defendants shall develop and implement a Violence Reduction  
26 Implementation Plan to provide prisoners with a safe and secure environment and intended  
27 to ensure reasonable safety from harm. Defendants shall take all reasonable measures to  
28 improve inmate and custodial staff safety. The Implementation Plan shall ensure that

1 during the course of incarceration, prisoners are not subjected to unnecessary or excessive  
2 force by Staff and are reasonably protected from violence by other prisoners.

3           ii. Defendants' plan shall include physical and structural issues to  
4 improve safety and security, which may include camera installation. Defendants' plan  
5 shall, to the extent possible, prioritize the use of evidence-based policies, including but not  
6 limited to increasing Work Alternative Program limits, Involuntary Home Detention, Pre-  
7 trial Release though Probation, a revised Own Recognizance (OR) eligibility policy,  
8 Choices/Liberty Pride (or equivalent programs) educational early release kickouts, Penal  
9 Code 4018.1 and 4014.1 kickouts. The parties recognize that pre-trial release, diversion,  
10 split sentencing, the use of home and GPS monitoring are also available and beneficial,  
11 and should be tracked, but are dependent on the discretion of the Monterey County  
12 Superior Court and District Attorney.

13           I. Prisoners with Disabilities

14           i. Defendants shall develop and implement an ADA  
15 Implementation Plan to improve accessibility to inmate programs and services. The  
16 Implementation Plan will ensure that prisoners with disabilities are not discriminated  
17 against and are not denied the benefits of, or participation in, programs, services, and  
18 activities at the Jail.

19           ii. Defendants shall design and implement a system for  
20 identifying and tracking all inmates who are qualified individuals with disabilities, as that  
21 term is defined by the ADA and its implementing regulations, including but not limited to  
22 inmates with mobility impairments or who are deaf, hard of hearing or unable to speak.  
23 Defendants shall also design and implement a system for identifying and tracking the  
24 reasonable accommodations necessary for qualified inmates with disabilities to participate  
25 in programs, services and activities offered by Defendants at the Jail.

26           iii. Prisoners' requests for a particular type of accommodation  
27 shall be given primary consideration and shall be granted unless the request is  
28

1 unreasonable for specific articulated reasons allowable under Title II of the ADA or pose a  
2 significant safety or security threat.

3           iv. Defendants shall furnish qualified sign language interpreters to  
4 any inmates for whom sign language is their only or primary method of communication, in  
5 all circumstances where a qualified sign language interpreter is necessary to ensure an  
6 inmate has an equal opportunity to participate in, and enjoy the benefits of, programs,  
7 services and activities offered by Defendants. The interactions for which Defendants must  
8 furnish qualified sign language interpreters include but are not limited to the intake  
9 process, at classification hearings, disciplinary hearings, all medical, mental health and  
10 dental treatment, religious services, educational classes such as Choices and Pride classes  
11 or the equivalent, Narcotics and Alcoholics Anonymous meetings or the equivalent, and  
12 any other interactions with staff that implicate an inmates' due process rights. Defendants  
13 may employ alternatives to a live sign language interpreter such as video remote  
14 interpreting providing that Defendants demonstrate to the ADA monitor the efficacy of the  
15 alternatives employed. Defendants need not maintain a full-time staff sign language  
16 interpreter, but may use on-call services.

17           v. Defendants shall implement a system to document that  
18 Defendants have provided qualified sign language interpreters or reasonable alternatives to  
19 inmates who need them and that the inmates have understood the information conveyed by  
20 the qualified sign language interpreter or alternative form of communication as outlined in  
21 Paragraph iv above.

22           vi. The County Defendants shall offer inmates with ambulatory  
23 disabilities all programs, services and activities offered to other inmates, including but not  
24 limited to outdoor exercise, religious services, education programs such as Choices and  
25 Pride classes or the equivalent, and Narcotics and Alcoholics Anonymous meetings or the  
26 equivalent, in locations that do not require them to climb stairs in order to access the  
27 programs, services and activities, as long as those programs, services and activities are  
28 offered to the general population.

1           32. The Implementation Plans outlined in this Settlement Agreement shall not  
2 extend to subject areas beyond what is addressed in Section IV of this Agreement.

3           33. The parties agree to begin work on development of the Implementation Plans  
4 immediately, without awaiting Final Approval of the class action settlement. If the parties  
5 agree on all aspects of the Implementation Plans, the settlement agreement will be  
6 amended to incorporate the plans.

7           a. No later than July 30, 2015, Defendants shall submit to Plaintiffs the  
8 plans identified in the Order Granting Motion for Preliminary Injunction (Docket No. 460,  
9 at 42-43.) No later than 10 days thereafter, Plaintiffs shall respond with specific comments  
10 or objections if any. The parties shall meet and confer to resolve all disputed items within  
11 30 days thereafter. Any unresolved items shall be submitted to the agreed upon mediator.  
12 If the parties are still unable to agree to the content of the plans, the parties shall seek  
13 redress with the Court.

14           b. No later than October 15, 2015, the parties shall have completed  
15 meeting and conferring concerning the Implementation Plans. At that time, if there are any  
16 unresolved issues, the parties agree to submit the unresolved issues to the agreed upon  
17 mediator. If the parties are still unable to agree to the content of the Implementation Plans,  
18 the parties shall seek redress with the Court. The parties shall jointly file all  
19 Implementation Plans with the Court, requesting that the Court approve the plans as an  
20 amendment to the Settlement Agreement.

21           34. All provisions of the Implementation Plans will be enforceable by the Court,  
22 as part of the Settlement Agreement.

23 **V. MONITORING**

24           35. The parties agree that expert monitors will be retained to monitor  
25 Defendants' compliance with this Settlement Agreement and the Implementation Plans in  
26 the following subject areas:

- 27           a. ADA Compliance.
- 28           b. Mental health care.

- 1 c. Medical care.
- 2 d. General conditions of confinement and jail security.
- 3 e. Dental care.

4 36. The parties shall meet and confer on the process for selecting monitors. If no  
5 monitors are selected by Oct. 1, 2015, the parties shall submit lists of names to the  
6 mediator for selection.

7 37. If any of the monitors become unavailable to monitor their respective areas,  
8 the parties will meet and confer, and assign a new expert to monitor compliance with this  
9 Settlement Agreement and the Implementation Plans for their respective areas of expertise.  
10 The parties may agree at any time to remove and replace a monitor.

11 38. Defendants shall pay the fees and costs incurred by the designated monitors  
12 and their staff. Invoices will be provided to all parties for their review before payment.  
13 There will be a yearly budget negotiated with each designated monitor. If any monitor  
14 exceeds the budget for fees or costs without prior approval, he or she may be removed and  
15 replaced through the process described in Paragraph 36 above. If the parties do not agree  
16 on removal, either party may refer the matter to the mediator, and if necessary to the Court  
17 to determine whether the monitor should be retained or removed.

18 39. The designated monitors shall have access to all jail facilities upon  
19 reasonable notice, to assess substantial compliance with this Settlement Agreement, and  
20 the incorporated Implementation Plans. All site visits shall take place on consecutive days.  
21 There shall be no more than two (2) site visits in each year, per monitor, that the  
22 Settlement Agreement is in effect. These visits may take up to two (2) days each.

23 40. The designated monitors shall have access to meet and interview personnel  
24 whose duties pertain to the provision of services and/or who work with inmates in the area  
25 of the expert's expertise.

26 a. The designated monitors shall have a reasonable opportunity to  
27 conduct confidential interviews of inmates to assess whether Defendants are in compliance  
28 with the terms of the Settlement Agreement and Implementation Plans.

1           b.     The designated monitors may request to review County or CFMG  
2 documents, except those documents protected by attorney-client or work product  
3 privileges, or by state or federal law, to monitor Defendants' compliance with the terms of  
4 this Settlement Agreement and all Implementation Plans. If these documents are requested  
5 in conjunction with a site visit, Defendants will provide these documents to the extent  
6 feasible within ten (10) days prior to the visit.

7           c.     During the site visits, the designated medical, mental health and  
8 dental monitors shall have reasonable access to current inmate health records, including  
9 mental health records, consistent with Defendants' obligations under Federal and State  
10 law, as those obligations have been modified by Court order.

11          d.     Monitors shall be provided with and agree to be bound by any  
12 protective or Court orders entered in this case to protect the confidentiality of prisoner  
13 records and security sensitive information.

14          e.     The designated monitor will prepare a draft written report on the  
15 Defendants' efforts to meet the terms of this Settlement Agreement and all Implementation  
16 Plans at least twice a year and within 30 days of the later of the monitor's site inspection  
17 and the monitor's receipt of all requested documents and information, and in no case later  
18 than 45 days after the inspection. Each report shall contain a determination of whether  
19 Defendants are "substantially complying" with the applicable Implementation Plan. The  
20 draft report will be delivered to all parties to this Agreement. If the designated monitor  
21 concludes that Defendants have not substantially complied with the terms of any provision  
22 or provisions of the Settlement Agreement and Implementation plans, the designated  
23 monitor shall make recommendations as to actions they believe to be necessary to  
24 substantially comply with the terms of the provision or provisions. The parties will have  
25 30 days to provide written comments, objections or to cure issues and 7 days to reply. The  
26 monitor may re-inspect before issuing a final report. Final reports shall be due 20 days  
27 after the later of the monitor's receipt of any comments, objections or replies, or any re-  
28 inspection.

1           41. Plaintiffs are entitled to conduct reasonable monitoring of Defendants'  
2 compliance with this Agreement, including the right to inspect the jail, interview staff and  
3 inmates, review relevant records and observe practices related to Defendants' compliance  
4 with the provisions of this Agreement. Plaintiffs' routine monitoring will not exceed four  
5 (4) inspections of not more than one day per inspection of Jail operations per year, limited  
6 to no more than one attorney and one expert per inspection. Defense counsel reserves the  
7 right to be present for any inspections and/or staff interviews. The parties shall develop a  
8 monthly report for the purposes of monitoring and tracking performance under the  
9 Implementation Plans. Plaintiffs shall use the Office of the Public Defender for  
10 monitoring as appropriate. The parties shall meet and confer regarding any disputes  
11 regarding the scope and extent of inspections or access to information, and if necessary,  
12 shall seek the involvement of the mediator.

13           42. Defendants will notify Plaintiffs at least 30 days in advance of any scheduled  
14 training sessions related to substantial compliance with this Settlement Agreement and/or  
15 the Implementation Plans, and shall provide Plaintiffs with all training materials at least 10  
16 days in advance of the training.

17           43. The parties shall agree on a mechanism for promptly addressing concerns  
18 raised by Plaintiffs' counsel regarding individual class members and emergencies. Before  
19 contacting Defendants, Plaintiffs' counsel will make every effort to verify that the  
20 concerns of individual class members are accurate, substantive and not frivolous, such as  
21 having the Office of the Public Defender meet with the individual class members. The  
22 parties agree that Defendants may appeal to the Court for modification of this paragraph  
23 should a significant number of concerns raised by Plaintiffs' counsel be found to be  
24 inaccurate, lacking substantive, or frivolous.

25  
26 **VI. RESERVATION OF JURISDICTION AND ENFORCEMENT**

27           44. The parties consent to the reservation and exercise of jurisdiction by the  
28 District Court over all disputes between and among the parties arising out of this



1 Settlement Agreement. The parties agree this Settlement Agreement shall not be construed  
2 as a consent decree.

3 45. For the purposes of jurisdiction and enforcement of this Settlement  
4 Agreement only, the parties jointly request the Court find that this Settlement Agreement  
5 satisfies the requirements of 18 U.S.C. § 3626(a)(1)(A) in that it is narrowly drawn,  
6 extends no further than necessary to correct the violation of the Federal right, and is the  
7 least intrusive means necessary to correct the violation of the Federal right of the Plaintiffs.  
8 In the event the Court finds that Defendants have not substantially complied with the  
9 Agreement, it shall in the first instance require Defendants to submit a plan for approval by  
10 the Court to remedy the deficiencies identified by the Court. In the event the Court  
11 subsequently determines that the Defendants' plan did not remedy the deficiencies, the  
12 Court shall retain the power to enforce this Agreement through all remedies provided by  
13 law, excluding the imposition of a consent decree.

14 46. The Court shall retain jurisdiction to enforce the terms of this Settlement  
15 Agreement and, once they are approved, the Implementation Plans for a period of five  
16 years, unless Plaintiffs' counsel can demonstrate to the Court through noticed motion that  
17 jurisdiction should be retained for a longer period. The Court shall have the power to  
18 enforce the terms of this Settlement Agreement through specific performance and all other  
19 remedies permitted by law or equity, excluding the imposition of a Consent Decree.

20 47. The Court shall be the sole forum for the enforcement of this Settlement  
21 Agreement. Any order to achieve substantial compliance with the provisions of this  
22 Settlement Agreement shall be subject to the applicable provisions of the Prison Litigation  
23 Reform Act, 18 U.S.C. Section 3626.

24 48. If Plaintiffs' counsel believes that Defendants are not substantially  
25 complying with any of the acts required by this Settlement Agreement or the  
26 Implementation Plans, they shall notify Defendants in writing of the facts supporting their  
27 belief. Defendants shall investigate the allegations and respond in writing within 30 days.  
28 If Plaintiffs' counsel are not satisfied with Defendants' response, the parties shall conduct

1 negotiations to resolve the issue(s). If the parties are unable to resolve the issue(s)  
2 satisfactorily, the parties agree to present the issue(s) to the agreed upon mediator. If the  
3 parties are still unable to resolve the issue(s), either party may move the Court for any  
4 relief permitted by law or equity. In cases of particular urgency that are central to the  
5 purpose of the Settlement Agreement, a party may opt to bring disputes directly to the  
6 District Court, or both parties may consent to bypass the use of the mediator if the parties  
7 agree the issue should be briefed to the Court with prior notice to the mediator.

8 49. This Settlement Agreement may be enforced only by the parties hereto.  
9 Nothing contained in this Settlement Agreement is intended or shall be construed to  
10 evidence of an intention to confer any rights or remedies upon any person other than the  
11 parties hereto.

## 12 VII. TERMINATION

13 50. The parties or any party may agree or request a finding that Defendants are  
14 in substantial compliance with a particular Implementation Plan or any material part  
15 thereof and have maintained substantial compliance for a period of twelve months. [*See*  
16 *definitions and monitoring sections.*] Such a finding will result in a reduction or  
17 suspension of monitoring of that issue. If Plaintiffs present evidence that Defendants are  
18 no longer in substantial compliance with requirements previously found in substantial  
19 compliance, the Court may order additional relief including but not limited to reinstating  
20 full monitoring.

21 51. If at any time, the Court finds that Defendants are in substantial compliance  
22 with all requirements of this Settlement Agreement and all Implementation Plans,  
23 Defendants may move the Court for an order terminating the Settlement Agreement.

24 52. The parties intend to work in good faith to achieve substantial compliance  
25 with all requirements of this Settlement Agreement and all Implementation Plans within  
26 five (5) years from Court approval of the Settlement Agreement and Implementation Plans.  
27 If Plaintiffs believe that the Defendants are not in substantial compliance at the end of five  
28 (5) years from Court approval of the Implementation Plans, Plaintiffs may move for an

1 order extending jurisdiction over the Settlement Agreement. In order to extend  
2 jurisdiction, the Plaintiffs must establish and the Court must determine that Defendants are  
3 not in substantial compliance. Unless jurisdiction is extended by the Court, the Settlement  
4 Agreement shall terminate five (5) years from Court approval of the Settlement Agreement  
5 and Implementation Plans. Nothing in this paragraph shall limit the parties' rights to  
6 challenge or appeal any finding as to whether Defendants are not in substantial compliance  
7 with the Settlement Agreement and all Implementation Plans, or consequent order entered  
8 by the Court.

#### 9 **VIII. AMENDMENTS**

10 53. By mutual agreement, the parties may change the terms of this Settlement  
11 Agreement, including, but not limited to, the timetables for taking specific actions,  
12 provided that such mutual agreement is memorialized in writing, signed by the parties and  
13 approved by the Court.

14 54. Defendants shall not make any changes to any policy provision  
15 implementing the provisions of this Settlement Agreement and Implementation Plans  
16 without providing Plaintiffs a written draft of such policy or policies, for their review and  
17 comment.

18 55. Without prior agreement of the parties, Defendants may not amend any  
19 policy provision to conflict with the terms of this Settlement Agreement while the  
20 Settlement Agreement remains in effect.

21 56. Defendants shall not approve any changes to a policy maintained by its  
22 health care provider that conflicts with the terms of this Settlement Agreement and  
23 Implementation Plans.

#### 24 **IX. FUNDING**

25 57. The parties acknowledge that implementation of this Settlement Agreement  
26 and the Implementation Plans are subject to the availability and receipt of appropriated  
27 funds.

28

1           58. The parties further acknowledge that the lack of funding does not preclude  
2 the Court from entering any order to achieve compliance with this Settlement Agreement  
3 that comports with the applicable provisions of the Prison Litigation Reform Act, 18  
4 U.S.C. Section 3626 and with other applicable law, provided that Defendants reserve the  
5 right to assert that the lack of funding should be taken into account in any remedial order.

6           59. Defendants agree to make all possible good faith efforts to seek all necessary  
7 funding to implement this Settlement Agreement and all Implementation Plans. In the  
8 event that the parties are unable to agree as to whether there is sufficient funding to  
9 implement fully this Settlement Agreement and Implementation Plans, the parties shall  
10 meet and confer, and if necessary, consult the Court. In the event that the parties continue  
11 to be unable to agree, either Defendants or Plaintiffs may seek the assistance of the Court  
12 and if necessary consult the mediator.

13 **X. ATTORNEY'S FEES AND EXPENSES**

14           60. Attorney's fees and expenses shall be addressed as follows.

15           61. Plaintiffs shall provide the Court and Defendants with a fees application  
16 including the supporting materials provided by Civil L.R. 54-5.

17           62. Fees and expenses through Final Approval of Settlement Agreement,  
18 including approval of all Implementation Plans: Plaintiffs agree not to seek fees and  
19 expenses from the Court in an amount above \$4.8 million, for fees and expenses incurred  
20 through Final Approval of the Settlement Agreement, including approval of all  
21 Implementation Plans. Defendants agree not to object to plaintiffs' petition for fees and  
22 expenses up that amount. The parties acknowledge that Court approval of the fees and  
23 expenses is required.

24           63. Fees and expenses after Final Approval of Settlement Agreement:  
25 Plaintiffs may petition the Court for an award of no more than \$250,000 per year in fees  
26 and expenses arising from monitoring work, inspections, negotiations, meet and confer  
27 processes, mediation, review of documents, and correspondence with class members, until  
28 termination of Court enforcement. The parties contemplate that Plaintiffs will use the

1 services of the Public Defender as part of this post-settlement monitoring and enforcement.  
2 In any petition to the Court for fees and expenses, the Court should consider the efficiency  
3 of the services rendered, including how Plaintiffs' counsel allocated services among the  
4 different private counsel and the Public Defender. The \$250,000 annual cap does not  
5 apply to (1) Plaintiffs' motions to enforce the Settlement Agreement and Implementation  
6 Plans; and (2) Plaintiffs' opposition to any motions filed by defendant(s) arising out of the  
7 Settlement Agreement and Implementation Plans. The standard for Plaintiffs' eligibility  
8 for fees and expenses arising from Plaintiffs' motions to the Court shall be that no fees and  
9 expenses shall be awarded unless the Court finds (1) that the motion or opposition was  
10 necessary to enforce substantial rights of the class under the Eighth Amendment and  
11 Fourteenth Amendments to the United States Constitution, Article I, Sections 7 and 17 of  
12 California Constitution, the Americans with Disabilities Act, Rehabilitation Act, or  
13 California Government Code § 11135; and, (2) that Plaintiffs attempted to resolve the  
14 matter and/or narrow the issues as much as possible by meeting and conferring with  
15 Defendants, taking full opportunity of recourse to the mediator before presenting the issues  
16 to the Court. Defendants shall be eligible for an award of fees and costs from plaintiffs'  
17 private counsel, and Plaintiffs shall receive none, in the event that the Court finds that  
18 Plaintiffs' motion was frivolous, unreasonable or groundless, or that Plaintiffs continued to  
19 litigate it after it clearly became so. Furthermore, Plaintiffs agree that they may not seek  
20 more than \$150,000 each year in fees and expenses on motions to enforce the Settlement  
21 Agreement.

22         64. If the Court determines that any enforcement motion is filed or opposed in  
23 bad faith, it may award sanctions in the form of attorneys' fees and expenses, among other  
24 remedies. The caps in Paragraph 63 do not apply to enforcement motions opposed in bad  
25 faith by Defendants.

26         65. The parties commit to work together in good faith to resolve any future  
27 disputes over fees and expenses. They agree to confer, and mediate, before presenting a  
28 fee dispute motion to the Court.

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**XI. MISCELLANEOUS PROVISIONS**

66. Plaintiffs agree that if the Court does not grant Final Approval of this Settlement Agreement, then Defendants reserve their right to appeal the preliminary injunction entered in this case.

67. The parties agree to issue a joint press release announcing the settlement.

68. This Agreement constitutes the entire agreement among the parties as to all claims raised by Plaintiffs in this action, and supersedes all prior agreements, representations, statements, promises, and understandings, whether oral or written, express or implied, with respect to this Agreement. Each Party represents, warranties and covenants that it has the full legal authority necessary to enter into this Agreement and to perform the duties and obligations arising under this Agreement. The County Defendant shall be the last signatory to this agreement. This agreement may be signed in counterparts and a copy shall be as good as an original and may be introduced as evidence.

69. This is an integrated agreement and may not be altered or modified, except by a writing signed by all representatives of all parties at the time of modification.

70. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Defendants and Plaintiffs.

DATED: ROSEN BIEN GALVAN & GRUNFELD LLP

By: \_\_\_\_\_  
Michael W. Bien

DATED: OFFICE OF THE PUBLIC DEFENDER  
COUNTY OF MONTEREY

By: \_\_\_\_\_  
James Egar, Public Defender  
Donald Landis, Assistant Public Defender

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DATED: AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

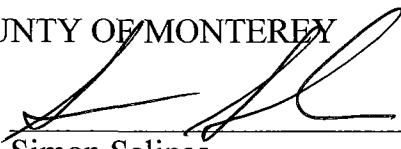
By: \_\_\_\_\_  
Alan Schlosser

DATED: ACLU NATIONAL PRISON PROJECT

By: \_\_\_\_\_  
Eric Balaban  
Attorneys for Plaintiffs

DATED: COUNTY OF MONTEREY

5/7/15

By:   
Simon Salinas  
Chair of the Board of Supervisors


DATED: CALIFORNIA FORENSIC MEDICAL GROUP

By: \_\_\_\_\_

Approved as to Form:

DATED: 5/7/15

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF MONTEREY

By:   
Charles J. McKee  
County Counsel

Attorneys for Defendants  
COUNTY OF MONTEREY and MONTEREY  
COUNTY SHERIFF'S OFFICE

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DATED:

BERTLING & CLAUSEN, L.L.P.

By: \_\_\_\_\_

Peter G. Bertling

Attorneys for Defendant  
CALIFORNIA FORENSIC MEDICAL GROUP,  
INCORPORATED



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**XI. MISCELLANEOUS PROVISIONS**

66. Plaintiffs agree that if the Court does not grant Final Approval of this Settlement Agreement, then Defendants reserve their right to appeal the preliminary injunction entered in this case.

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68. This Agreement constitutes the entire agreement among the parties as to all claims raised by Plaintiffs in this action, and supersedes all prior agreements, representations, statements, promises, and understandings, whether oral or written, express or implied, with respect to this Agreement. Each Party represents, warranties and covenants that it has the full legal authority necessary to enter into this Agreement and to perform the duties and obligations arising under this Agreement. The County Defendant shall be the last signatory to this agreement. This agreement may be signed in counterparts and a copy shall be as good as an original and may be introduced as evidence.

69. This is an integrated agreement and may not be altered or modified, except by a writing signed by all representatives of all parties at the time of modification.

70. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Defendants and Plaintiffs.

DATED: *May 7 2015*

ROSEN BIEN GALVAN & GRUNFELD, LLP  
By: *Michael W. Bien*  
Michael W. Bien

DATED:

OFFICE OF THE PUBLIC DEFENDER  
COUNTY OF MONTEREY

By: \_\_\_\_\_  
James Egar, Public Defender  
Donald Landis, Assistant Public Defender

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DATED: ROSEN BIEN GALVAN & GRUNFELD LLP

By: \_\_\_\_\_  
Michael W. Bien

DATED: 5/7/15 OFFICE OF THE PUBLIC DEFENDER  
COUNTY OF MONTEREY

By: James Egar  
James Egar, Public Defender  
Donald Landis, Assistant Public Defender

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DATED:

5/7/15

AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

By:   
Alan Schlosser

DATED:

ACLU NATIONAL PRISON PROJECT

By: \_\_\_\_\_  
Eric Balaban  
Attorneys for Plaintiffs

DATED:

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Simon Salinas  
Chair of the Board of Supervisors

DATED:

CALIFORNIA FORENSIC MEDICAL GROUP

By: \_\_\_\_\_

Approved as to Form:

DATED:

OFFICE OF THE COUNTY COUNSEL  
COUNTY OF MONTEREY

By: \_\_\_\_\_  
Susan K. Blicht  
Senior Deputy County Counsel


Attorneys for Defendants  
COUNTY OF MONTEREY and MONTEREY  
COUNTY SHERIFF'S OFFICE

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DATED: AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

By: \_\_\_\_\_  
Alan Schlosser

DATED: *May 7, 2015* ACLU NATIONAL PRISON PROJECT

By:  \_\_\_\_\_  
Eric Balaban  
Attorneys for Plaintiffs

DATED: COUNTY OF MONTEREY

By: \_\_\_\_\_  
Simon Salinas  
Chair of the Board of Supervisors

DATED: CALIFORNIA FORENSIC MEDICAL GROUP

By: \_\_\_\_\_

Approved as to Form:

DATED: OFFICE OF THE COUNTY COUNSEL  
COUNTY OF MONTEREY

By: \_\_\_\_\_  
Susan K. Blich  
Senior Deputy County Counsel  
Attorneys for Defendants  
COUNTY OF MONTEREY and MONTEREY  
COUNTY SHERIFF'S OFFICE

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DATED: AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION OF NORTHERN CALIFORNIA

By: \_\_\_\_\_  
Alan Schlosser

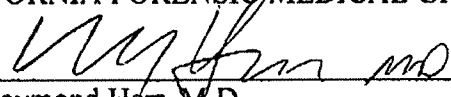
DATED: ACLU NATIONAL PRISON PROJECT

By: \_\_\_\_\_  
Eric Balaban  
Attorneys for Plaintiffs

DATED: COUNTY OF MONTEREY

By: \_\_\_\_\_  
Simon Salinas  
Chair of the Board of Supervisors

DATED: CALIFORNIA FORENSIC MEDICAL GROUP

By:   
Raymond Herr, M.D.

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DATED: OFFICE OF THE COUNTY COUNSEL  
COUNTY OF MONTEREY

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Charles J. McKee  
County Counsel  
Attorneys for Defendants  
COUNTY OF MONTEREY and MONTEREY  
COUNTY SHERIFF'S OFFICE

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DATED: 5.11.2015

BERTLING & CLAUSEN, L.L.P.

By: Peter G. Bertling  
Peter G. Bertling

Attorneys for Defendant  
CALIFORNIA FORENSIC MEDICAL GROUP,  
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