

CLASS ACTION SETTLEMENT AGREEMENT

1. INTRODUCTION

- 1.1. This Settlement Agreement (“Agreement”) is entered into by Plaintiffs G.F., by and through her guardian ad litem, Gail F.; W.B.; and Q.G. individually and on behalf of themselves (collectively, “Named Plaintiffs”) and a class of persons similarly situated (the “Class” and collectively with Named Plaintiffs, “Plaintiffs”) as well as between Contra Costa County Office of Education (“CCCOE” or “Defendant.”)
- 1.2. Defendant and Plaintiffs shall be referred to individually as a “Party” and jointly as the “Parties.”

2. PROCEDURAL HISTORY

- 2.1. On or about August 8, 2013, Plaintiffs filed an action in the United States District Court for the Northern District of California against CCCOE, *G.F. et al. v. Contra Costa County et al.*, Case No. C13-3667 MEJ (the “Lawsuit”), alleging violations of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (“ADA”), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.* (“Rehabilitation Act”), the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. § 1400 *et seq.* (“IDEA”), California Government Code Section 11135 and the California Education Code. Plaintiffs concurrently filed their motion for class certification with their original complaint.
- 2.2. Plaintiffs filed the first amended complaint on December 20, 2013 and, pursuant to court order, re-filed Plaintiffs’ motion for class certification on January 9, 2014. Plaintiffs sought to certify the Class defined as: all youth with disabilities as defined under the ADA and the Rehabilitation Act who are currently detained at or who will be detained at the Contra Costa County Juvenile Hall.
- 2.3. CCCOE filed a motion to dismiss the first amended complaint on January 24, 2014 and an opposition to the motion for class certification on February 7, 2014.
- 2.4. All motions were pending before Magistrate Judge Maria-Elena James in the United States District Court in the Northern District of California (the “District Court”) for more than a year and on March 20, 2015 the District Court terminated these motions for statistical purposes only.

3. NATURE AND EFFECT OF SETTLEMENT

3.1. Settlement Purpose and Scope.

- 3.1.1. The Parties have the mutual goal of settling this action to avoid additional protracted and expensive litigation.

- 3.1.2. The Parties now wish to effectuate a complete resolution and settlement of all claims, disputes, and controversies relating to Plaintiffs' allegations, and to resolve their differences and disputes by settling the Lawsuit.
- 3.1.3. Plaintiffs believe that a resolution of their claims, as set forth in this Agreement, accomplishes the goals reasonably achievable through litigation of their claims.
- 3.1.4. To that end, upon Final Approval by the District Court of this Agreement ("Effective Date"), the parties will jointly request dismissal of CCCOE from the above referenced action. The Court will retain jurisdiction over the litigation only as set forth in Section 10 of this Agreement. Any motions filed as to the Contra Costa County Probation Department ("Probation") are not covered or affected by this agreement.

3.2. **Settlement on a Class Basis**

- 3.2.1. The Parties hereby stipulate to certification of a Settlement Class as follows: all youth with disabilities as defined under the ADA and the Rehabilitation Act who are currently detained at or who will be detained at the Contra Costa County Juvenile Hall. The Parties will jointly move for the certification of the Settlement Class as part of the Parties' Motion for Preliminary Approval of the Settlement Agreement.

3.3. **No Admission of Liability.**

- 3.3.1. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Defendant, direct or indirect, express or implied, that there is any violation of the ADA, the Rehabilitation Act, IDEA, or applicable California state laws.

3.4. **Exhibits**

- 3.4.1. The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

4. **SETTLEMENT RELIEF**

4.1. **Retention of Expert**

- 4.1.1. CCCOE will retain an expert with expertise in: (a) the IDEA; (b) the Rehabilitation Act and the ADA; (c) California state law requirements pertaining to special education; and (d) the operation of juvenile court schools ("Settlement Expert").

- 4.1.2. The Parties will meet and confer for a period not to exceed two weeks from the Effective Date, or earlier if practicable, to determine whether the Parties can reach agreement on a mutually acceptable Settlement Expert.
- 4.1.3. In the event the Parties cannot agree on a mutually acceptable Settlement Expert, each Party will select one expert and those experts (the “Selection Experts”) will meet to select a third expert. This third expert shall be the Settlement Expert, who will then serve as the expert for purposes of this Agreement. If the Parties are unable to pick a mutually acceptable Settlement Expert, the Parties shall pick Selection Experts within two weeks of the end of the time period provided for in Paragraph 4.1.2 above, and the Selection Experts shall have 30 days from the date of their selection to appoint the Settlement Expert.
- 4.1.4. Each Party may give their chosen Selection Expert whatever information that Party believes will be helpful in guiding the selection process. Neither Party may restrict its Selection Expert to choose someone from any given list of identified possible experts. However, the Parties may advise their Selection Experts prior to the beginning of the selection process of up to five (5) potential experts, the names of which must be shared with the other Party, that may not be accepted. Once the Selection Experts choose a Settlement Expert, both Parties are bound by that choice and must work with the chosen Settlement Expert.
- 4.1.5. In order to serve as the Settlement Expert, the person selected to fill the role must enter into an agreement with CCCOE that allows the Settlement Expert to have access to student records in keeping with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and also sign an agreement acknowledging that he or she will comply with relevant privacy and confidentiality laws. If the chosen Settlement Expert refuses to sign such agreements, the Parties will utilize the process outlined in Section 4.1.2 to 4.1.4 to select a new Settlement Expert.
- 4.1.6. In the event the Settlement Expert becomes unavailable for any reason, the Parties will meet and confer to determine whether a mutually acceptable replacement expert can be agreed upon. If the Parties are unable to select a mutually acceptable replacement expert within two weeks of the Settlement Expert becoming unavailable, the Parties will utilize the process described in Sections 4.1.2 to 4.1.4 to select the replacement Settlement Expert.
- 4.1.7. The Settlement Expert will conduct a review of CCCOE’s policies, procedures and practices in the following areas:
- 4.1.7.1. Child Find obligations in accordance with the IDEA and related California law and the Rehabilitation Act related to youth with suspected disabilities who are detained at John A. Davis Juvenile Hall;

- 4.1.7.2. Development and implementation of individualized education plans (“IEPs”) and Section 504 Plans in accordance with the IDEA and related California law and the Rehabilitation Act, with an emphasis on compliance with 34 C.F.R. § 300.115, 20 U.S.C. § 1414 *et. seq.*, 34 C.F.R. §§ 300.320 *et. seq.*, and 45 C.F.R. §§ 84.31 *et. seq.* for all eligible disabled youth detained in John A. Davis Juvenile Hall;
- 4.1.7.3. Discipline in accordance with applicable law with emphasis on compliance with Title 34 of the Code of Federal Regulations section 300.530 *et seq.*, 20 U.S.C. § 1415 *et. seq.*, 28 C.F.R. § 35.130 *et. seq.*, 29 U.S.C. § 794 *et. seq.*, Cal Educ. Code §§ 48900 *et. seq.*, and Cal Educ. Code §§ 56520 *et. seq.* for all eligible disabled youth detained in John A. Davis Juvenile Hall.
- 4.1.7.4. The obligations of CCCOE to coordinate with Probation regarding all matters in which CCCOE and Probation have joint or overlapping responsibilities, in compliance with 15 Cal. Code Reg. § 1370 *et. seq.* and Cal. Ed Code § 48646.
- 4.1.8. The Settlement Expert shall be given full and reasonable access throughout the Term of the Agreement to any and all information he or she deems necessary to assist in conducting the review described in Section 4.1.7, and the development of a report and recommended changes to policies, procedures and practices described in Section 4.1.10. The Settlement Expert shall have access to personnel and documents of Mt. McKinley School, including at least the following:
 - 4.1.8.1. Full access to the areas in which CCCOE operates, including, but not limited to, the ability to observe classes in session, movement to and from classes, and other activities conducted by CCCOE staff;
 - 4.1.8.2. The ability to talk with, consult with, and interview staff from CCCOE, including, but not limited to, the principal and assistant principal of Mt. McKinley School, teachers at Mt. McKinley School, para-educators, teaching aides, school psychologists, and other support staff including substitute and/or temporary staff for any of these positions;
 - 4.1.8.3. The ability to observe youth in the classroom setting, attend IEPs meetings with the consent of the educational rights holder, observe youth during other special education related services, except for individual counseling services, and review recordings of IEP team meetings;
 - 4.1.8.4. Access to CCCOE records including, but not limited to, attendance logs, schedules, intake assessments, student assessments, performance assessments and reviews, class schedules, classroom logs, discipline reports, teacher professional development, teacher participation in IEPs, creation and implementation of behavior management plans, out of class referrals and

credentialing information, and any grievances or other complaints received by CCCOE regarding the subject matter of this Agreement; and,

- 4.1.8.5. The Settlement Expert shall be allowed to conduct written surveys of youth detained in John A. Davis Juvenile Hall and to speak with small groups of students as needed. Youth shall be permitted to provide feedback and information to the Settlement Expert and the Settlement Expert shall not be precluded from having informal conversations with youth during visits to Mt. McKinley School which naturally arise as a result of incidental contact.
- 4.1.9. The Settlement Expert shall not be given access to the private personnel files of CCCOE employees.
- 4.1.10. Based on the review described in Section 4.1.7, the Settlement Expert shall develop a report (“Expert Report”) which shall include all proposed revisions to policies, procedures and practices that the Settlement Expert recommends. The Expert Report will be completed and provided, along with a summary listing all underlying material relied upon by the Settlement Expert, to both Parties within six months of the commencement of the Settlement Expert’s work as described herein.
 - 4.1.10.1. In addition to the items listed in Section 4.1.10 the Expert Report will include a recommended timeline and process for implementation and training of CCCOE staff over the two year Expert Monitoring Term detailed in Section 4.1.12.
- 4.1.11. Following the issuance of the Expert Report either Party may challenge a recommendation contained in the Expert Report on the basis that it is not required by and/or does not comply with federal and/or state law. Such challenge shall be made within thirty (30) days of the issuance of the Expert Report in accordance with Section 6 of this Agreement.
- 4.1.12. Once all challenges to the Expert Report have been resolved, CCCOE will take all necessary steps to have any new policies adopted by its Board of Education at the next regularly scheduled Board meeting. Once the Board of Education has approved the Expert Report, a two year period in which the Settlement Expert shall monitor and assist in the implementation of his or her recommended revisions to Defendants’ policies, procedures, and practices (the “Expert Monitoring Term”) will commence.
 - 4.1.12.1. Time spent selecting the Settlement Expert, formulating the Expert Report, challenging any provision in the Expert Report, and time spent in the adoption of the Expert Report by the CCCOE Board of Education shall not be counted towards the Expert Monitoring Term.

4.1.13. CCCOE will coordinate with the Settlement Expert throughout the Expert Monitoring Term regarding implementation of the Expert Report, including but not limited to, by participating in the actions set forth in Section 5, and by providing all information and access detailed in Section 4.1.8.

4.1.14. Training of CCCOE staff on any and all changes in policies, procedures and/or practices shall be developed and conducted in consultation with the Settlement Expert during the Term of the Agreement. Such training shall be provided within sixty (60) days of the adoption of such revised policies, procedures and/or practices.

4.2. **ADA Coordinator**

4.2.1. CCCOE will designate at least one employee at the John A. Davis Juvenile Hall as responsible for coordinating ADA compliance (“ADA Coordinator”). This person will be responsible for ensuring compliance with the ADA generally and for investigating and responding to any ADA complaints.

4.3. **Coordination and Cooperation with Other Authorities**

4.3.1. CCCOE shall use best efforts when implementing the Expert Report and engaging in subsequent monitoring to coordinate and cooperate with other authorities operating in and providing services at the John A. Davis Juvenile Hall, including, but not limited to, Probation.

5. **REPORTS AND MONITORING**

5.1. CCCOE will provide the Settlement Expert with access to items deemed necessary by the Settlement Expert for monitoring purposes, including, but not limited to, the items described in Section 4.1.8, during and prior to the Term of the Agreement. The Settlement Expert will then prepare periodic monitoring reports detailing the actions taken to implement the Expert Report and provide a copy of each such monitoring report, along with a summary listing any and all materials relied upon by the Settlement Expert in drafting such report with any confidential information which would reveal the identity of a minor redacted, to the Parties.

5.2. The monitoring reports described in Section 5.1 will be provided throughout the Expert Monitoring Term on a quarterly basis for the first year of the Expert Monitoring Term and on a semi-annual basis thereafter and with a final report at the end of the Expert Monitoring Term.

5.3. CCCOE will pay Disability Rights Advocates and Public Counsel (collectively, “Plaintiffs’ Counsel”) reasonable fees and costs for worked performed in conjunction with monitoring of this Agreement in accordance with Section 12, below.

6. **DISPUTE RESOLUTION.**

- 6.1. Disability Rights Advocates and Public Counsel, as counsel for the Named Plaintiffs and the Class, shall have standing to enforce the terms of this Agreement during the Term of the Agreement.
- 6.2. All disputes concerning the interpretation, implementation, modification pursuant to Section 13.2, monitoring, and compliance with this Agreement, shall be resolved as follows:
 - 6.2.1. Notification in Writing: Any Party's dispute concerning the interpretation, implementation, monitoring, modification pursuant to section 13.2, and compliance with this Agreement shall be brought in writing to the attention of the other Party.
 - 6.2.2. Meet and Confer: Unless otherwise agreed to by the Parties, with respect to any particular dispute concerning the interpretation, implementation, modification pursuant to section 13.2, monitoring, and compliance with this Agreement, the Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Parties to discuss and try to resolve such dispute.
 - 6.2.3. Submission to Mediator: Failing a resolution by the Parties or upon a failure to timely meet and confer, any Party may agree to submit the dispute to JAMS for random assignment to a panel mediator. The Parties may then submit the dispute to the selected mediator within thirty (30) days of meeting and conferring, who shall have the authority to assist the Parties in resolving the dispute but who shall not have the authority to direct any Party to take or refrain from taking any action or to render decisions. The mediation shall be held and completed within forty-five (45) calendar days of submission unless the assigned mediator's calendar will not allow for such scheduling. In such an instance, the mediation shall be scheduled as soon as practicable.
 - 6.2.4. Submission to Court: Failing resolution of a dispute with the mediator, any Party may, within thirty (30) days of the unsuccessful mediation, submit the issue to the District Court for decision. Any court order issuing as a result of such a submission may be subject to appeal in accordance with applicable law.
- 6.3. The Parties have agreed to be silent on the standard for any award for attorneys' fees and costs incurred during dispute resolution. By such silence, Plaintiffs are not waiving any right to attorneys' fees or costs incurred during dispute resolution as anticipated under Section 6.

7. **TERM OF AGREEMENT**

7.1. This Agreement shall remain in effect from the Effective Date until the completion of the Expert Monitoring Term and issuance of the final Monitoring Report (“Term of the Agreement”).

8. **PROCEDURE FOR CLASS SETTLEMENT**

8.1. **District Court Approval.**

8.1.1. This Agreement shall be subject to District Court approval. However, nothing in this Agreement shall be deemed to authorize the District Court to change or vary any of its terms.

8.2. **Preliminary Approval by the District Court of the Settlement Agreement.**

8.2.1. Counsel for the Parties agree that they will take all reasonable steps to ensure that this Agreement is approved by the District Court and becomes effective. Specifically, within 75 days of Full Execution of this Agreement, the Parties shall (1) jointly file the Agreement, including the attached Exhibits, with the Court, (2) jointly move for Preliminary Approval of this Agreement in the District Court, and (3) request entry by the Court on the earliest date acceptable to the Court, of the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Certifying Settlement Class; Directing Issuance of Settlement Notice; and Scheduling of Hearing on Final Approval attached as **Exhibit A**.

8.3. **Class Action Fairness Act (“CAFA”).**

8.3.1. Within ten days of the date that this Agreement is filed in the District Court for Preliminary Approval, Defendant will provide the Notice of this Settlement Agreement as required by the CAFA (28 U.S.C. § 1715(b)) to the U.S. Attorney General, the California Attorney General’s Office, and/or any other necessary parties.

8.4. **Notice to Plaintiff Settlement Class Members.**

8.4.1. The Parties jointly request that the Court approve the Notice of Proposed Settlement of Class Action Lawsuit (“Notice”) which is attached as **Exhibit B**.

8.4.1.1. The attached Notice includes: (1) A brief statement of the claims released by the Class; (2) the date of the hearing on the Final Approval of the Agreement with a clear statement that the date may change without further notice to the class; (3) the deadline for submitting objections to the Agreement; (4) contact information for class counsel to answer questions; (5) the address for class counsel website with links to relevant documents in the case; (6)

instructions on how to access the case docket via PACTER or in person at the court's locations. The Notice shall be published as follows:

- 8.4.1.2. Within 30 days after Preliminary Approval, Defendant shall distribute the Notice to the education rights holders of all youth currently enrolled at Mt. McKinley, who have an IEP and/or a Section 504 plan. If the youth is over 18 and holds their own education rights, Notice may be given directly to the youth at the Juvenile Hall. If the youth is under 18 or does not hold their own education rights then Notice will be mailed to the last known address of the education rights holder. The outside front of the envelope or mailing surface shall clearly be printed with the phrase "IMPORTANT SETTLEMENT DOCUMENTS ENCLOSED" in both English and Spanish. The Notice shall be mailed in a stand-alone mailing via First Class U.S. Mail. Defendant may utilize the services of a third-party vendor who specializes in the service of class action notices to accomplish this mailing.
- 8.4.1.3. Plaintiffs' counsel and Defendant shall each post on the front page of their respective websites a copy of the Notice of Proposed Settlement of Class Action Lawsuit and the proposed Agreement until the deadline for submitting objections has passed. Following final approval Plaintiffs' counsel and Defendant shall each post a copy of the final Agreement on their respective websites.
- 8.4.1.4. Defendant shall also post the Notice in each classroom at the John A. Davis Juvenile Hall and request that Contra Costa County post the Notice in the entrance lobby of the John A. Davis Juvenile Hall. The posted Notices shall remain in place until the deadline for submitting objections has passed.
- 8.4.1.5. Nothing in this agreement shall bar either Party from further distribution of the Notice at their own expense.
- 8.4.1.6. Defendant shall bear all costs for publication of the Notice in a manner agreed upon by the Parties and/or ordered by the District Court.
- 8.4.1.7. At least fourteen (14) days before the Fairness Hearing, both Counsel for Defendant and Plaintiffs' Counsel will provide a declaration to the District Court attesting that they each disseminated notice consistent with the Agreement.

8.5. **Fairness Hearing.**

- 8.5.1. The Parties shall jointly request that the District Court schedule and conduct a Fairness Hearing to address the fairness of this Agreement settling Plaintiffs' claims against Defendant and to decide whether there shall be Final Approval of the settlement embodied in this Agreement. At the Fairness Hearing, the Parties shall jointly move for and recommend certification of the Class and Final Approval of

this Agreement. The Fairness Hearing shall take place at dates allowing for such period of Notice to the Class as the District Court may direct, and in accordance with 28 U.S.C. § 1715.

8.6. Dismissal of the Lawsuit.

8.6.1. Upon Final Approval of the Settlement Agreement, the District Court shall dismiss the Lawsuit with prejudice subject to the Court retaining jurisdiction as detailed in Section 10 of this Agreement.

9. MORATORIUM ON LITIGATION

9.1. During the Term of the Agreement, Disability Rights Advocates and Public Counsel shall not file or cause to be filed any lawsuit against CCCOE which alleges systemic or institutional violations of the ADA, Rehabilitation Act, or the IDEA related to the claims pled in the First Amended Complaint at the John A. Davis Juvenile Hall.

10. RETENTION OF DISTRICT COURT JURISDICTION

10.1. The District Court shall retain jurisdiction over this matter for enforcement and dispute resolution, including enforcement of any award of attorneys' fees and costs, and challenges to an Expert Report or any other disputes between the Parties pursuant to Section 6 of this Agreement.

11. RELEASE OF CLAIMS FOR INJUNCTIVE RELIEF

11.1. Subject to the District Court's retention of jurisdiction, Named Plaintiffs and the Class, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, do fully and finally release, acquit, and discharge Defendant from the Released Injunctive Claims as defined below.

11.2. The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for injunctive or declaratory relief, that have been brought in the Lawsuit or which could have been brought as educationally-based claims under the ADA, Rehabilitation Act, and/or IDEA, arising from August 8, 2013, through the Term of the Agreement. The Released Injunctive Claims do not include any claims for compensatory education or individual due process claims arising under the IDEA or Section 504, any claims for reasonable accommodations related to physical access, communication access, and/or accommodations otherwise relating to hearing, vision and/or mobility disabilities arising under the ADA or Section 504, or any monetary claims that may exist under any relevant laws. The Parties further agree that the individual claims of Plaintiff G.F. are not released by this Agreement.

11.3. This release and discharge shall also apply to the CCCOE's past, present and future officers, directors, board members, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest,

assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated with CCCOE.

11.4. Named Plaintiffs and the Class, and each of them, represent and warrant that they have not assigned, sold, conveyed or otherwise transferred any of their rights, titles or interests in any of the Released Injunctive Claims.

12. ATTORNEYS' FEES AND COSTS

12.1. Named Plaintiffs and Plaintiffs' Counsel, including the firms of Disability Rights Advocates, Public Counsel, Zelle Hofmann Voelbel & Gette LLP and Paul Hastings LLP, maintain a claim for attorneys' fees or costs in connection with the Lawsuit which the Parties have negotiated for purposes of settlement.

12.2. CCCOE shall pay Plaintiffs' attorneys' fees and costs in the amount of One Million, One Hundred and Sixty Five Thousand Dollars (\$1,165,000) as full and final settlement of all attorneys' fees and costs related to this action.

12.3. Plaintiffs have determined that they will designate and set aside \$70,000 of the total \$1,165,000 for fees, expenses and costs incurred in monitoring CCCOE's implementation of this Agreement

12.4. Payment of attorneys' fees and costs pursuant to paragraphs 12.1 through 12.6 of this Agreement shall not prevent Plaintiffs from seeking additional fees by motion to the Court in connection with any future disputes between the parties, as referenced in paragraph 6.3 of this Agreement.

12.5. Payment of attorneys' fees and costs by CCCOE shall be made in three (3) installments to be paid annually at the beginning of each fiscal year, beginning with the 2015-2016 fiscal year as follows:

1 st Installment	\$435,000.00	Payable July 1, 2015
2 nd Installment	\$435,000.00	Payable July 1, 2016
3 rd Installment	\$295,000.00	Payable July 1, 2017

12.6. Payment drafts shall be made payable to Disability Rights Advocates and shall be delivered to 2001 Center Street, Berkeley, California 94704 for appropriate distribution.

12.7. The obligation of CCCOE to make payment pursuant to sections 12.1 through 12.6 of this Settlement Agreement shall be discharged upon the mailing or personal delivery of valid checks in the amounts indicated to the address of the payee designated in Section 12.6 of this Agreement and upon receipt, Plaintiffs' Counsel shall notify CCCOE's counsel when payment has been received within a reasonable time of receipt.

13. OTHER MATTERS

13.1. **Entire Agreement.**

13.1.1. This Agreement contains all the agreements, conditions, promises, and covenants between Plaintiffs and Defendant regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

13.2. **Modification.**

13.2.1. This Agreement can only be amended by written agreement of the Parties. Following Final Approval of the Agreement by the District Court, no modification of this Agreement shall be effective unless it is made pursuant to court order.

13.3. **Drafting of this Agreement.**

13.3.1. This Agreement is deemed to have been drafted by all parties hereto, as a result of arm's length negotiations among the parties. Whereas all parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

13.4. **Execution by Facsimile and in Counterparts.**

13.4.1. This Agreement may be executed by the Parties hereto by facsimile and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

13.5. **Interpretation**

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

13.6. **Additional Documents**

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

13.7. **Authority to Bind**

13.7.1. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the respective parties of this Agreement.

Plaintiffs:

“W.B”, signed on
his behalf by “CiCi C.”

CiCi C

Date: 4-30-2015

“Q.G.”

Date: _____

“Gail F”

Date: _____

Defendant:

Contra Costa County Office of Education

By: _____
Karen Sakata

Title: Superintendent

Date: _____

APPROVED AS TO FORM AND CONTENT:

Attorneys for Plaintiffs:
W.B., Q.G., and Gail F.

By: _____
Mary-Lee K. Smith, Esq.
Disability Rights Advocates

Attorney for Defendant:
Contra Costa County Office of Education

By: _____
Kimberly A. Smith, Esq.
Fagen Friedman & Fulfrost LLP


By: _____
Laura Faer, Esq.
Public Counsel

Plaintiffs:

“W.B”, signed on his behalf by “CiCi C.”

Date: _____

“Q.G.”



Date: 4-27-15

“Gail F”

Date: _____

Defendant:

Contra Costa County Office of Education

By: _____
Karen Sakata

Title: Superintendent

Date: _____

APPROVED AS TO FORM AND CONTENT:

Attorneys for Plaintiffs:
W.B., Q.G., and Gail F.

By: _____
Mary-Lee K. Smith, Esq.
Disability Rights Advocates

Attorney for Defendant:
Contra Costa County Office of Education

By: _____
Kimberly A. Smith, Esq.
Fagen Friedman & Fulfrost LLP

By: _____
Laura Faer, Esq.
Public Counsel

Plaintiffs:

"W.B", signed on his behalf by "CiCi C."

Date: _____

"Q.G."

Date: _____

"Gail F"

Gail F

Date: 4/30/15

Defendant:

Contra Costa County Office of Education

By: _____


Karen Sakata

Title: Superintendent

Date: _____

APPROVED AS TO FORM AND CONTENT:

Attorneys for Plaintiffs:
W.B., Q.G., and Gail F.

By: 

Mary-Lee K. Smith, Esq.
Disability Rights Advocates

Attorney for Defendant:
Contra Costa County Office of Education

By: _____

Kimberly A. Smith, Esq.
Fagen Friedman & Fulfrost LLP

By:  5/11/15

Laura Faer, Esq.
Public Counsel

Plaintiffs:

**“W.B”, signed on
his behalf by “CiCi C.”**

Date: _____

“Q.G.”

Date: _____

“Gail F”

Date: _____

APPROVED AS TO FORM AND CONTENT:

Attorneys for Plaintiffs:
W.B., Q.G., and Gail F.

By: _____
Mary-Lee K. Smith
Disability Rights Advocates

By: _____
Laura Faer, Esq.
Public Counsel

Defendant:

Contra Costa County Office of Education

By: Karen Sakata
Karen Sakata

Title: Superintendent

Date: 5/18/15

Attorney for Defendant:
Contra Costa County Office of Education

By: Kimberly A. Smith 5/12/15
Kimberly A. Smith, Esq.
Fagen Friedman & Fulfroost LLP

EXHIBIT A

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3 ZOE CHERNICOFF (CA BAR NO. 274545) (zchernicoff@dralegal.org)

4 KARA JANSSEN (CA BAR NO. 274762) (kjanssen@dralegal.org)

5 DISABILITY RIGHTS ADVOCATES

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15 *Attorneys for Plaintiffs*

16
17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**

19 G.F., by and through her guardian ad litem,
20 Gail F.; W.B., by and through his guardian ad
21 litem, CiCi C.; Q.G., by and through his
22 guardian ad litem, Barbara C.; and on behalf of
themselves and a class of those similarly
situated,

23 Plaintiffs,

24 v.

25 CONTRA COSTA COUNTY; CONTRA
26 COSTA COUNTY OFFICE OF
EDUCATION,

27 Defendants.

Case No. C-13-03667 MEJ

CLASS ACTION

**(PROPOSED) ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENTS;
CERTIFYING SETTLEMENT CLASS;
DIRECTING ISSUANCE OF
SETTLEMENT NOTICE; AND
SCHEDULING OF HEARING ON FINAL
APPROVAL**

1 WHEREAS, Plaintiffs G.F., by and through her guardian ad litem, Gail F., W.B. and
2 Q.G., Defendant Contra Costa Office of Education, and Defendant Contra Costa County
3 (collectively the “Parties”) have advised the Court that they have settled the above-captioned
4 litigation (hereafter “Litigation”), the terms of which have been memorialized in two settlement
5 agreements, an agreement with the Contra Costa County Office of Education (“CCCOE”)
6 (hereafter “CCCOE Agreement”) and a separate agreement with Defendant Contra Costa County
7 (“County”) (hereafter “County Agreement”) (and collectively, the “Settlement Agreements”).
8 The CCCOE Agreement is attached to the Joint Motion for Preliminary Approval of the
9 Settlement Agreement as **Exhibit A** and the County Agreement is attached as **Exhibit B**;

10 WHEREAS, the Parties have applied to this Court through a joint motion for an order
11 (1) certifying the proposed class for settlement purposes only (hereafter “Settlement Class”),
12 (2) granting preliminary approval of the Settlement Agreements, which resolve all claims in the
13 Litigation, (3) directing notice to the Settlement Class, and (4) setting a Fairness Hearing; and

14 WHEREAS, the Court has read and considered the Joint Motion for Preliminary
15 Approval of the Settlement Agreements, the points and authorities and declarations submitted
16 therewith, the proposed Settlement Agreements, and all of the supporting documents; and good
17 cause appearing:

18 NOW, THEREFORE, IT IS HEREBY ORDERED:

19 1. This Order incorporates by reference the definitions in the Settlement Agreements
20 and all terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreements.

22 2. The Joint Motion for Preliminary Approval of the Agreements (“Joint Motion”) is
23 granted. All pending pretrial deadlines are hereby vacated. It appears to this Court on a
24 preliminary basis that the Settlement Agreements are fair, adequate and reasonable. It further
25 appears that extensive evaluation of the merits has been conducted such that the attorneys for the
26 Parties are able to reasonably evaluate their respective positions. It also appears to the Court that
27 settlement at this time will avoid substantial additional costs to all Parties, as well as avoid the

1 delay and the risks presented by further litigation regarding issues addressed by the Settlement
2 Agreements. It further appears that the Settlement Agreements have been reached as the result
3 of intensive, prolonged, serious, and non-collusive arms-length negotiations, including multiple
4 in-person and telephonic settlement sessions.

5 3. The proposed Settlement Class is hereby conditionally certified pursuant to FRCP
6 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

7 “all youth with disabilities as defined under the ADA and the
8 Rehabilitation Act who are currently detained at or who will be
9 detained at the Contra Costa County Juvenile Hall.”

10 4. Certification of the Settlement Class shall be solely for settlement purposes and
11 without prejudice in the event that the Settlement Agreements are not finally approved by this
12 Court or otherwise do not take effect. The conditional certification of the Settlement Class shall
13 be vacated and shall have no effect in the event that the Settlement Agreements are not finally
14 approved by this Court or otherwise do not take effect.

15 5. The Court hereby appoints and designates the following as representatives of the
16 Settlement Class: Named Plaintiffs G.F., by and through her guardian ad litem, Gail F.; W.B.;
17 and Q.G.

18 6. Notice of the proposed Settlement Agreement shall be given to class members.

19 7. The Court hereby approves the proposed Joint Notice of Proposed Settlement of
20 Class Action Lawsuit (“Notice”), attached as **Exhibit B** to each of the Settlement Agreements as
21 to form and content.

22 8. Within 30 days after issuance of this Order, the Parties shall distribute the Notice
23 advising the Settlement Class of the terms of the proposed Settlement Agreement and their right
24 to object to the proposed Settlement Agreement. This Notice shall be distributed as follows:

25 a) Notice to be given by Defendant CCCOE:

26 i) Defendant CCCOE shall distribute the Notice to the education rights holders of all
27 youth currently enrolled at Mt. McKinley, who have an IEP and/or a Section 504 plan.

1 If the youth is over 18 and holds their own education rights, Notice may be given
2 directly to the youth at the Juvenile Hall. If the youth is under 18 or does not hold
3 their own education rights then Notice will be mailed to the last known address of the
4 education rights holder. The outside front of the envelope or mailing surface shall
5 clearly be printed with the phrase “IMPORTANT SETTLEMENT DOCUMENTS
6 ENCLOSED” in both English and Spanish. The Notice shall be mailed in a stand-
7 alone mailing via First Class U.S. Mail. CCCOE may utilize the services of a third-
8 party vendor who specializes in the service of class action notices to accomplish this
9 mailing.

10 ii) Plaintiffs’ Counsel and CCCOE shall each post on the front page of their respective
11 websites a copy of the Notice and the proposed CCCOE Agreement until the deadline
12 for submitting objections has passed. Following final approval Plaintiffs’ counsel and
13 CCCOE shall each post a copy of the final CCCOE Agreement on their respective
14 websites.

15 iii) CCCOE shall also post the Notice in each classroom at the John A. Davis Juvenile
16 Hall and request that Contra Costa County post the Notice in the entrance lobby of
17 the John A. Davis Juvenile Hall. The posted Notices shall remain in place until the
18 deadline for submitting objections to the CCCOE Agreement has passed.

19 iv) Nothing in this Order shall bar either Plaintiffs or CCCOE from further distribution of
20 the Notice at their own expense.

21 v) CCCOE shall bear all costs for publication of the Notice in a manner agreed upon by
22 the Parties.

23 b) Notice to be given by Defendant County:

24 i) Plaintiffs’ Counsel and County shall each post their respective websites a copy of the
25 Notice and the proposed County Agreement until the deadline for submitting
26 objections has passed. Following final approval, Plaintiffs’ Counsel and the County
27 shall each post a copy of the final County Agreement on their respective websites.

1 ii) The County shall also post the Notice in the visitor areas, in a prominent place on
2 each unit, and in the entrance lobby of the John A. Davis Juvenile Hall until the
3 deadline for submitting objections to the County Agreement has passed. Defendant
4 shall also mail the Notice to the Contra Costa County Juvenile Court Judges, the
5 Contra Costa County Public Defender’s Office, and the Contra Costa County District
6 Attorney’s Office.

7 iii) Nothing in this Order shall bar either Plaintiffs or the County from further distribution
8 of the Notice at their own expense.

9 iv) The County shall bear all costs for publication of the Notice in a manner agreed upon
10 by the Parties except the County shall have no obligations with respect to the posting
11 of the Notice on Plaintiffs’ Counsel’s websites.

12 9. In the event that the Settlement Agreements are not approved by the Court, or
13 otherwise fail to become effective, neither the Plaintiffs nor any of Plaintiffs’ counsel shall have
14 any obligation to repay the amounts actually and properly disbursed to accomplish such notice
15 and administration.

16 10. The Court finds that the forms of notice to the Settlement Class regarding the
17 proposed Settlement Agreements, including the methods of dissemination to the proposed
18 Settlement Class in accordance with the terms of this Order, meet the requirements for due
19 process, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, to
20 constitute reasonable, appropriate notice to the class.

21 11. Any objections by members of the Settlement Class to the proposed Settlement
22 Agreement shall be heard, and any papers submitted in support of said objection shall be
23 considered by the Court at the Fairness Hearing only if, on or before seventy-five (75) calendar
24 days after the issuance of this Order, such objector files with the Class Action Clerk of the
25 United States District Court for the Northern District of California, 450 Golden Gate Avenue,
26 San Francisco, CA 94102: (1) a notice of his/her objection and a statement of the basis for such
27 an objection; and/or (2) if applicable, a statement of his/her intention to appear at the Fairness

1 Hearing. A member of the Settlement Class need not appear at the Fairness Hearing in order for
2 his/her objection to be considered. Any Settlement Class member who does not make his/her
3 objection in the manner provided for in this Order shall be deemed to have waived such
4 objection.

5 12. Plaintiffs shall file their motion for approval of attorneys' fees and costs at least
6 fourteen (14) days before the deadline for objecting to the Settlement Agreements, as reflected in
7 paragraph 11.

8 13. No later than fourteen (14) days before the Fairness Hearing described below, the
9 Parties shall file all papers in support of the Application for Final Approval of the Settlement
10 Agreements and/or any papers in response to any valid and timely objection submitted to the
11 Court, and shall serve copies of such papers on each other and upon any objector who has
12 complied with the provisions of Paragraph 11 of this Order. Counsel for the Parties will also file
13 with the Court sworn statements evidencing compliance with the notice provisions of this Order.

14 14. A Fairness Hearing shall be held before this Court no less than one hundred (100)
15 calendar days after the issuance of this Order to determine all necessary matters concerning the
16 Settlement Agreements, including: whether the proposed Settlement Agreements' terms and
17 conditions are fair, adequate, and reasonable; whether Plaintiffs' Counsel's attorneys' fees and
18 reimbursement of expenses should be approved; and whether an order approving the Settlement
19 Agreements and dismissing the Litigation on the merits and with prejudice against the Named
20 Plaintiffs and the Settlement Class, subject to the Court retaining jurisdiction to administer and
21 enforce the Settlement Agreements, should be entered.

22 15. The Fairness Hearing may, from time to time and without further notice to the
23 Settlement Class (except those who have filed timely objections or entered appearances), be
24 continued or adjourned by order of the Court.

25 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
26 in connection with the administration of the Settlement Agreements which are not materially
27 inconsistent with either this Order or the terms of the Settlement Agreements.

1 IT IS SO ORDERED:

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3 Dated: _____

HONORABLE MARIA-ELENA JAMES
Magistrate Judge of the United States
District Court Northern District of
California

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EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: all youth with disabilities as defined under the Americans with Disabilities Act and the Rehabilitation Act who are currently detained at, or who will be detained in the future, at the John A. Davis Juvenile Hall, located in Martinez, California (the “Juvenile Hall”). You may be a member of the proposed settlement class affected by this lawsuit.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION.

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of the proposed settlements in a pending class action lawsuit brought on behalf of juveniles with disabilities who are detained, or will be detained in the future, at the Juvenile Hall. The lawsuit, *G.F. v. Contra Costa County*, N.D. Cal. Case No. C-13-03667 MEJ, filed in 2013, alleges that Contra Costa County (“County”), through its Probation Department, and Contra Costa County Office of Education (“CCCOE”) have discriminated against juveniles with disabilities housed at the Juvenile Hall. CCCOE and the County deny any liability or wrongdoing. Separate class action settlements, which must be approved by the Court, have now been reached with both the County (“County Agreement”), and CCCOE (“CCCOE Agreement”) (collectively the “Settlement Agreements”).

THE SETTLEMENT CLASS

If you are a youth with a disability who is currently detained at the John A. Davis Juvenile Hall in Martinez, CA, or who will be detained at the John A. Davis Juvenile Hall, you may be a member of the proposed settlement class affected by this lawsuit and the proposed Settlement Agreements. Please read this notice carefully because your rights may be affected.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENTS

CCCOE Agreement

Expert Review of Educational Policies

The CCCOE Agreement provides for CCCOE to retain an expert with expertise in (1) the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, *et. seq.* (“IDEA”), (2) the Rehabilitation Act, 29 U.S.C. § 794 *et. seq.* (“Rehabilitation Act”), and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq.* (“ADA”), (3) California state law requirements pertaining to special education, and (4) the operation of juvenile court schools.

The expert will conduct a review of CCCOE’s policies, procedures and practices in the following areas:

- Child Find obligations in accordance with the IDEA and related California law and the Rehabilitation Act related to youth with suspected disabilities who are detained at John A. Davis Juvenile Hall.
- Development and implementation of individualized education plans (“IEPs”) and Section 504 Plans in accordance with the IDEA and related California law and the Rehabilitation Act for all eligible disabled youth detained in John A. Davis Juvenile Hall.

- Discipline in accordance with applicable law for all eligible disabled youth detained in John A. Davis Juvenile Hall.
- The obligations of CCCOE to coordinate with Probation regarding all matters in which CCCOE and Probation have joint or overlapping responsibilities.

In order to conduct this review the expert will be given full and reasonable access to any and all information deemed necessary including at least the following: (1) Full access to the areas in which CCCOE operates; (2) The ability to talk with, consult with, and interview staff from CCCOE; (3) The ability to observe youth in the classroom setting, attend IEP meetings with the consent of the educational rights holder, observe youth during other special education related services, except for individual counseling services, and review recordings of IEP team meetings; (4) Access to CCCOE records with the exception of private personnel files, and (5) The ability to conduct written surveys of youth detained in John A. Davis Juvenile Hall and to speak with small groups of students as needed.

Based on this review the expert will develop a report (“Expert Report”) which shall include all proposed revisions to policies, procedures, and practices that he or she recommends. This report will be completed within six months of the commencement of the expert’s review. Following the issuance of the report both Plaintiffs and Defendant CCCOE will have an opportunity to challenge any recommendation contained in the report on the basis that it is not required by and/or does not comply with federal and/or state law. Once all challenges have been resolved the report will be adopted and implemented by CCCOE.

ADA Coordinator

CCCOE will designate at least one employee at the John A. Davis Juvenile Hall as responsible for coordinating ADA compliance (“ADA Coordinator”). This person will be responsible for ensuring compliance with the ADA generally and for investigating and responding to any ADA complaints.

Coordination with the Contra Costa County Probation Department

CCCOE shall use best efforts when implementing the Expert Report to coordinate and cooperate with other authorities operating in and providing services at the John A. Davis Juvenile Hall, including, but not limited to, the County’s Probation Department.

County Agreement

Expert Review of Disciplinary Policies

Pursuant to the County Agreement the County will retain an expert to conduct a review of the County’s policies, procedures, and practices at the Juvenile Hall in the following areas:

- the use of room confinement;
- the use of behavior incentives;
- coordination between CCCOE and the County’s Probation Department, including but not limited to policies and practices relating to the County’s coordination with CCCOE on CCCOE’s implementation of IEPs, 504 Plans, and behavior intervention plans;

- the identification, assessment, and tracking of youth with disabilities who are detained at Juvenile Hall and referral systems to identify these youth for CCCOE and County Mental Health; and
- implementation of Juvenile Detention Alternatives Initiative (“JDAI”) standard V.D.4., which specifies that disability must be considered in determining an appropriate response when assigning consequences.

This expert will work with another expert retained by the County to develop a joint report setting forth the experts’ proposed revisions to these policies, procedures, and practices.

Multi-Disciplinary Teams

Multi-disciplinary team meetings including representatives from Probation, CCCOE, and Contra Costa County Mental Health will be held at least once per month with additional meetings held as needed. Such meetings will address the following subjects:

- Coordination of responses and interventions for individual youth who are having consistent and/or chronic issues conforming their behavior to expectations, regardless of where or when the behavior occurs;
- Coordination of the provision of special education and counseling services to all eligible youth on all units;
- Discussion of provision of a continuum of placements based on the special education needs of youth in Juvenile Hall, including a process for approving and placing children in non-public schools and residential placements outside of the Juvenile Hall.

Attendance at IEP Meetings

A Probation staff member will attend IEP meetings when requested to do so and the Probation Department has received prior written or oral consent from the education rights holder to attend where any one of the following conditions is met:

- The youth has been removed from the classroom or prevented from attending Mt. McKinley School for more than 9 school days in one school year for disciplinary reasons by the Probation Department and/or CCCOE in response to conduct by the youth. For purposes of determining the number of missed school days, removal or preventions for one school block or less shall not be considered; or
- Where a youth has been detained in the Juvenile Hall for 30 consecutive days or more and a special day class, residential treatment, or a non-public school placement is being recommended or requested as a placement option by CCCOE or the education rights holder for the youth; or
- For youth assigned to the Youthful Offender Treatment Program or the Girls in Motion program or youth who have been detained in the Juvenile Hall for 60 consecutive days or more, where a behavior support/intervention plan is being put in place.

Room Confinement

Pursuant to the County Agreement, Probation will adopt the following standards:

- Staff shall not use room confinement for discipline, punishment, administrative convenience, retaliation, staffing shortages or reasons other than a temporary response to behavior that threatens immediate harm to the youth or others as provided below.
- Staff shall not place youth in continuous room confinement for longer than four hours. After four continuous hours, staff shall return the youth to the general population, develop special individualized programming for the youth, or consult with a qualified mental health professional about whether a youth's behavior requires that he or she be transported to a mental health facility. As part of the expert review, the experts will consider whether and under what conditions it would be appropriate for the youth to remain in room confinement after the initial four hour period as part of special individualized programming, discussed below.
- Staff will develop special individualized programming for youth with persistent behavior problems that threaten the safety of youth or staff or the security of the facility. Staff shall not use room confinement as a substitute for special individualized programming. Special individualized programming includes the following:
 - Development of an individualized plan designed to improve the youth's behavior, created in consultation with the youth, County Mental Health staff, and the youth's family members, when available.
 - The plan identifies the causes and purposes of the negative behavior, as well as concrete goals that the youth understands and that he or she can work toward to be removed from special programming.
 - In-person supervision by and interaction with staff members.
 - In-person provision of educational services.
 - Involvement of youth in other aspects of the facility's programming unless such involvement threatens the safety of youth or staff or the security of the facility.
 - A guarantee that the youth will not be denied any of his or her basic rights.
 - Daily review with the youth of his or her progress toward the goals outlined in his or her plan.

General Provisions

Resolution of Claims

These Settlement Agreements resolve all claims for injunctive relief brought by Plaintiffs. Except as discussed below, these settlements do not (1) provide for any monetary relief to be paid to members of the class, (2) release any individual claims for damages, or otherwise affect the rights of class members to pursue individual claims for compensatory education or other individual relief pursuant to the IDEA and/or Section 504 of the Rehabilitation Act, and (3) do not affect any claims for reasonable accommodations related to physical access, communication access, and/or accommodations otherwise relating to hearing, vision and/or mobility disabilities arising under the ADA or the Rehabilitation Act. As a part of the County Agreement, the

County has agreed to pay the three named Plaintiffs a total of \$1,140 for the compensatory education awarded to them by an administrative judge in three separate individual due process administrative proceedings. These payments do not affect other class members' rights to bring their own claims for compensatory education based on their individual experiences in Juvenile Hall, and are not part of the class-wide settlement.

Attorneys' Fees

The class was represented by Disability Rights Advocates, Public Counsel, Paul Hastings LLP and Zelle Hofmann Voelbel & Mason LLP ("Class Counsel"). The CCCOE Agreement provides for the payment of \$1,165,000 for reasonable attorneys' fees and costs incurred during the course of the lawsuit with \$70,000 of this amount put aside to compensate for fees, expenses and costs incurred in monitoring Defendant CCCOE's implementation of the Settlement Agreement. The County Agreement provides for the payment of \$1,340,000 as full and final settlement of all attorneys' fees and costs related to the class action and the named Plaintiffs' individual due process claims, as set forth in *Contra Costa County v. Barbara C.*, Civil Case No. C14-00268 MEJ, *Contra Costa County v. CiCi C.*, Civil Case No. C14-00269 MEJ, and *Contra Costa County v. Gail F.*, Civil Case No. C14-00270 MEJ.

Fairness of Agreement

The class representatives and Class Counsel have concluded that the terms and conditions of the proposed Settlement Agreements are fair, reasonable, and in the best interests of the class. In reaching this conclusion, the class representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, and the expense and length of continued litigation and possible appeals.

OBJECTIONS TO THE SETTLEMENT

The Court has given preliminary approval of the Settlement Agreements, and has scheduled a hearing for [DATE/TIME] in the Courtroom of the Honorable Magistrate Judge Maria-Elena James, United States District Court for the Northern District of California, 450 Golden Gate Avenue San Francisco, CA 94102, to determine whether the proposed Settlement Agreements are fair and reasonable and should be finally approved.

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to modify the terms of the settlement; the Court can only approve or deny the settlement. If the Court denies approval, the actions outlined in this notice will not occur and the lawsuit will continue. If that is what you want to happen, you must file an objection.

All written objections and supporting papers must (a) clearly identify the case name and number (*G.F. v. Contra Costa County*, Case No. C-13-03667 MEJ), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [DATE].

Although you are not required to attend the final approval hearing, as a Class Member, you may participate in, and be heard at, this hearing if you have filed a timely written objection that includes a statement of your intention to participate in this hearing. You may appear on your own or through an attorney. If you appear through an attorney, you are responsible for paying that attorney. This hearing date may be changed by the Court without further notice to the entire class. If you wish to be on the electronic service list to be informed of any changes to the schedule, please file a notice of appearance with the Court which includes a valid e-mail address at which you can receive notice.

IF YOU DO NOT TIMELY SUBMIT AN OBJECTION AS DESCRIBED HEREIN, YOU WILL BE DEEMED TO HAVE WAIVED YOUR OBJECTION AND SHALL BE FORECLOSED FROM MAKING ANY OBJECTION TO THE SETTLEMENT.

IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.

BINDING EFFECT

The proposed Settlement Agreements, if given final approval by the Court, will bind all members of the Settlement Class. This will bar any person who is a member of the Settlement Class from seeking different or additional relief regarding all issues resolved in the Settlement Agreements for the term of the Settlement Agreements.

FURTHER INFORMATION

This notice summarizes the proposed Settlement Agreements. For the precise terms and conditions of the Settlement Agreements, copies of the Settlement Agreements are available at www.dralegal.org, or by contacting class counsel at Disability Rights Advocate, Attn: Mary-Lee Smith, 2001 Center St. Fourth Floor, Berkeley, CA 94704, Telephone (510) 665-8644, or by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

To obtain copies of this Notice in alternative accessible formats, please contact Class Counsel listed above.