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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

COUNTY OF LOS ANGELES AND  
LOS ANGELES COUNTY SHERIFF  
JIM MCDONNELL, in his official  
capacity;

Defendants.

No. CV 15-5903

**STIPULATION AND [PROPOSED]  
ORDER APPROVING AND  
ENTERING JOINT SETTLEMENT  
AGREEMENT AS AN ORDER**

## I. INTRODUCTION

Plaintiff, the United States of America, and Defendants, County of Los Angeles (“the County”) and the Los Angeles County Sheriff (“Sheriff”), in his official capacity, (collectively, the “Parties”) have entered into a Joint Settlement Agreement Regarding the Los Angeles County Jails (“Agreement”) and jointly request the Court to approve and enter the attached Agreement as an Order. As set forth in Paragraph 116 of the Agreement, the Parties request that the Court retain jurisdiction over the Agreement to ensure that its substantive terms are properly and timely implemented.

The Agreement resolves litigation initiated by the United States with the concurrent filing of a Complaint brought under the authority of the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997 (“CRIPA”), and the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 (“Section 14141”). The United States’ Complaint alleges that the County and the Los Angeles County Sheriff’s Department (“LASD”) have engaged in a pattern or practice of conduct that deprives persons confined in the Los Angeles County Jails (“the Jails”) of rights, privileges, or immunities secured or protected by the Constitution (including the Eighth and Fourteenth Amendments) or the laws of the United States. The County and the Sheriff do not admit the existence of any pattern or practice of unconstitutional or unlawful conduct.

The Parties agree that the Agreement is a fair, adequate, and reasonable resolution of the United States’ claims arising from its investigations of the Jails under CRIPA and Section 14141. The Parties further agree that the Agreement complies in all respects with the requirements for prospective relief under the Prison Litigation Reform Act (“PLRA”), 18 U.S.C. § 3626. The Agreement’s measures are tailored to the specific needs of the Jails and are designed to protect prisoners from conditions in custody that place them at unreasonable risk of harm from suicide, self-injurious behavior, or unlawful injury by others, in accordance with their constitutional rights. The Agreement also is expected to have collateral benefits that promote public safety, improve

1 confidence in the County's criminal justice system, and support the County's and the  
2 Sheriff's collaborative efforts to expand comprehensive and effective mental health  
3 diversion and re-entry programs.

4 The Parties enter into the Agreement with the goal of avoiding the costs and  
5 delays of contested litigation and addressing the policies, procedures, training, and  
6 oversight that the United States alleges contributed to a pattern or practice of violations.  
7 The Agreement is also intended to promote the Parties' mutual interest in ensuring that  
8 the Jails are operated in a manner that complies with the Constitution and laws of the  
9 United States.

## 10 **II. BACKGROUND**

11 In June 1996, the Department of Justice notified the County and Sheriff that it was  
12 opening an investigation under CRIPA to determine whether the conditions in the Jails  
13 violate the constitutional rights of its prisoners. In September 1997, the Department of  
14 Justice issued a findings letter alleging that mental health care at the Jails violated  
15 prisoners' constitutional rights. The letter further alleged that systemic deficiencies  
16 contributed to the violations, including inadequate: (1) intake screening and evaluation;  
17 (2) diagnosis; (3) referral to mental health professionals; (4) treatment plans; (5)  
18 administration of medications; (6) suicide prevention; (7) tracking and medical record  
19 keeping; (8) staffing; (9) communication; and (10) quality assurance.

20 In December 2002, following extensive negotiations and additional site visits, the  
21 Parties entered into a Memorandum of Agreement ("MOA") that outlined a series of  
22 reforms to ensure that adequate and reasonable mental health care services are provided  
23 at the Jails. The MOA also included measures to protect prisoners with mental illness  
24 from abuse and mistreatment.

25 The Department of Justice monitored the Jail's implementation of the MOA with  
26 the assistance of two mental health consultants. Under the MOA, the County and the  
27 Sheriff made significant improvements to the delivery of mental health care at the Jails,  
28 including implementing electronic medical records, increasing mental health staffing,  
and developing roving evaluation teams composed of mental health professionals and

1 specially-trained custody staff. Despite considerable progress, the United States alleges  
2 that systemic deficiencies remain related to suicide prevention and mental health care  
3 that violate prisoners' constitutional rights. The Department of Justice notified the  
4 County and the Sheriff of these allegations in a letter dated June 4, 2014, following on-  
5 site evaluations with expert consultants.

6 In September 2013, the Department of Justice opened a separate investigation of  
7 the Jails under CRIPA and Section 14141 to address allegations of use of excessive force  
8 against all prisoners at the Jails, not just prisoners with mental illness. During the course  
9 of the investigation, the County and the Sheriff entered into a comprehensive settlement  
10 agreement to resolve *Rosas v. McDonnell*, Case No. CV 12-0428-DDP (C.D. Ca. filed  
11 on Jan. 18, 2012) (hereinafter "*Rosas*"), a class action lawsuit alleging abuse and  
12 excessive force by staff at certain Jails located in downtown Los Angeles. As part of the  
13 *Rosas* settlement agreement, the County and the Sheriff have agreed to implement  
14 significant measures to protect prisoners from excessive force by staff, including  
15 improvements in policies, training, incident tracking and reporting, investigations,  
16 resolution of prisoner grievances, prisoner and staff supervision, and accountability.

17 On August 25, 2014, the Parties commenced in-person negotiations to address the  
18 Department of Justice's updated assessment on mental health care and suicide prevention  
19 at the Jails. Following the *Rosas* settlement, the Parties also began negotiating remedial  
20 measures concerning use of force by Jails staff to reach a comprehensive settlement that  
21 would address all of the Department of Justice's claims under CRIPA and Section  
22 14141.

23 As a result of the Parties' extensive negotiations over the course of approximately  
24 eleven months, the Parties have agreed on a set of remedial measures to address  
25 remaining allegations concerning suicide prevention and mental health care at the Jails  
26 resulting from the partial implementation of the 2002 MOA and current conditions  
27 within the Jails. The Parties have also agreed to extend the remedial measures in the  
28 Implementation Plan of the *Rosas* settlement agreement to fully resolve the Department  
of Justice's CRIPA findings regarding alleged mistreatment of prisoners with mental

1 illness and claims under Section 14141 regarding alleged excessive force against  
2 prisoners at all of the Jails.

3 The Parties have also selected an independent monitor to assess and report on the  
4 implementation of all of the substantive provisions of the comprehensive Agreement.  
5 The independent monitor, in consultation with two subject matter experts selected jointly  
6 by the Parties, have reviewed each detailed provision of the Agreement and have  
7 developed a comprehensive monitoring plan to measure the County's and Sheriff's  
8 progress and assess compliance with the Agreement.

### 9 **III. DISCUSSION**

10 The Parties request that the Court approve and enter the Agreement as an Order to  
11 ensure that its terms are properly and timely implemented. In determining whether to  
12 approve a settlement agreement as an order, courts must determine whether the  
13 agreement is "fundamentally fair, adequate and reasonable." *United States v. Oregon*,  
14 913 F.2d 576, 580 (9th Cir. 1990). Courts evaluate both the procedural and substantive  
15 fairness of the agreement. *United States v. Chevron, U.S.A., Inc.*, 380 F. Supp. 2d 1104,  
16 1110-11 (N.D. Cal. 2004). Procedural fairness centers on the negotiation process, and  
17 substantive fairness focuses on the extent to which the agreement represents a reasonable  
18 factual and legal determination. *Id.*; *United States v. Cottage Bakery, Inc.*, No. 2:12-CV-  
19 1697-KJM-JFM, 2013 U.S. Dist. LEXIS 117317, at \*3 (E.D. Cal. Aug. 19, 2013).

20 Courts also consider the public policy favoring settlements when reviewing a  
21 settlement agreement for approval. *Chevron*, 380 F. Supp. 2d at 1111 (internal citations  
22 omitted). The review is deferential when a government agency acting in the public  
23 interest has negotiated the decree. *S.E.C. v. Randolph*, 736 F.2d 525, 529 (9th Cir.  
24 1984). This deference is particularly strong where the decree has been negotiated by the  
25 Department of Justice on behalf of an agency that is an expert in the relevant field.  
26 *Chevron*, 380 F. Supp. 2d at 1111.

27 Entry of the Agreement is appropriate because the Agreement is fundamentally  
28 fair, adequate, and reasonable, resulted from arms-length negotiations by sophisticated



1 parties, is consistent with the purposes of CRIPA, Section 14141, and the PLRA, and is  
2 the most effective way to address the allegations of unconstitutional and unlawful  
3 conduct in the Complaint. *See Cemex Inc. v. L.A. County*, 166 Fed. App'x 306, 307 (9th  
4 Cir. 2006) (finding that consent decree was negotiated in good faith and at "arm's  
5 length," and was "fundamentally fair, adequate and reasonable").

6 **A. The Agreement Derives from Good-Faith, Arms-Length Negotiations.**

7 The process of crafting the Agreement underscores its reasonableness and  
8 demonstrates that it is not the product of fraud, collusion, or overreaching. *See id.* The  
9 Parties were each represented by experienced counsel from the Department of Justice,  
10 the Los Angeles County Counsel's Office, and other County departments. The Parties  
11 agreed to each of the terms of the Agreement following extensive and detailed  
12 negotiations that began after the United States announced the results of its most recent  
13 assessment into conditions in the Jails in June 2014. The assessment revealed alleged  
14 violations of CRIPA and Section 14141. Over the course of approximately eleven  
15 months, the Parties held numerous in-person meetings to negotiate comprehensive  
16 remedial measures that addressed the United States' concerns and advanced the Parties'  
17 mutual interests in providing adequate mental health care and reasonable safety at the  
18 Jails consistent with prisoners' federal civil rights.

19 The Agreement reflects the Parties' efforts to ensure that alleged violations of  
20 CRIPA and Section 14141 do not recur. The Parties are intimately familiar with the  
21 Jails' practices stemming from two pattern or practice investigations and the 2002 MOA.  
22 Moreover, during this process, the Parties consulted with their respective subject matter  
23 experts to ensure that each remedial measure in the Agreement is tailored to address the  
24 concern and may be reasonably implemented.

25 This adversarial posture, combined with the respective duties of these government  
26 agencies towards those they represent and the detailed negotiations that took place over  
27 the course of several months, demonstrates that the Agreement is fair, adequate, and  
28 reasonable.

**B. The Agreement Furthers the Objectives of CRIPA and Section 14141, and Complies with the PLRA.**

The Parties' Agreement in this case is meant to resolve the claims in the United States' Complaint. These claims are brought under the United States' statutory authority to ensure lawful and constitutional conditions of confinement and policing practices under CRIPA and Section 14141. *See* 42 U.S.C. § 1997; 42 U.S.C. § 14141. Congress enacted CRIPA to remedy conditions that deprived confined persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. 42 U.S.C. § 1997a(a). Congress enacted Section 14141 to forbid law enforcement officers from engaging in a pattern or practice "that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States." 42 U.S.C. § 14141(a). The United States is authorized to seek injunctive relief to remedy violations of CRIPA and Section 14141. *See* 42 U.S.C. § 1997a; 42 U.S.C. § 14141(b).

The Agreement is consistent with and furthers the objectives of CRIPA and Section 14141 because it embodies the County's and Sheriff's agreement to ensure that no pattern or practice of unconstitutional conduct exists. The Agreement requires the County and LASD to implement, or to continue to engage in, numerous reforms at the Jails to ensure constitutional conditions of confinement. Specifically, the Agreement requires remedial measures to: (1) recognize, assess, and treat prisoners with mental illness, from intake to discharge; (2) implement significant new training on crisis intervention and interacting with prisoners with mental illness for new and existing custody staff; (3) improve documentation in prisoners' medical and mental health records and improve communication between staff to ensure continuity of care; (4) strengthen the response to suicidal and/or self-injurious behavior at the individual and system levels; (5) increase supervision of mentally ill and suicidal prisoners; (6) mitigate suicide risks in the physical facilities; (7) increase access to out-of-cell time for mentally ill prisoners; and (8) improve investigation and critical self-analysis of suicides, suicide

1 attempts and other critical events. Moreover, the Agreement provides for an  
2 independent Monitor and Subject Matter Experts to assess implementation of these  
3 reforms. *See* Agreement ¶¶ 93-95. Finally, the Court will retain jurisdiction to enforce  
4 the terms of this Agreement. *See* Agreement ¶ 116.

5 The Agreement is also appropriate because voluntary compliance is more likely to  
6 conserve public resources and accomplish the statutory goals of CRIPA and Section  
7 14141 than orders imposed at the end of protracted litigation. *See* Fed. R. Civ. P. 16(b)  
8 advisory committee's note ("Since it obviously eases crowded court dockets and results  
9 in savings to the litigants and the judicial system, settlement should be facilitated at as  
10 early a stage of the litigation as possible.").

11 Here, the Agreement provides an opportunity to continue the Parties' considerable  
12 efforts to ensure lawful and constitutional conditions of confinement at the Jails.  
13 Settling this dispute without protracted litigation allows the Parties to achieve a shared  
14 goal: ensuring constitutional conditions of confinement. This undertaking likely will  
15 enjoy far broader support as part of the negotiated Agreement than as one ordered by the  
16 Court after litigation.

17 Finally, the settlement negotiations ensured that the relief in the Agreement is  
18 narrowly tailored to correct the particular constitutional violations alleged in the  
19 Complaint. The Parties stipulate that the Agreement complies in all respects with the  
20 provisions of the PLRA, 18 U.S.C. § 3626. The Parties further stipulate that the  
21 prospective relief in the Agreement is narrowly drawn, extends no further than necessary  
22 to correct the violations of federal rights as alleged by the United States in the  
23 Complaint, is the least intrusive means necessary to correct those alleged violations, and  
24 will not have an adverse impact on public safety or the operation of a criminal justice  
25 system. Accordingly, the Parties agree and represent that the Agreement complies in all  
26 respects with the provisions of 18 U.S.C. § 3626(a) & (c).



**IV. CONCLUSION**

The Agreement is fundamentally fair, adequate, and reasonable and should be entered by this Court. The Parties negotiated the Agreement over an extended period to provide a framework for ensuring that the County's and the Sheriff's operation of the Jails will comply with constitutional and legal requirements. Moreover, the Agreement represents a compromise forged through lengthy negotiations between experienced and sophisticated litigants, aided on both sides by subject matter experts, and with an eye towards their shared goals of constitutional conditions of confinement. The Agreement furthers the shared goals of the Parties, as well as the intent of Congress in enacting CRIPA and Section 14141. The Agreement also complies in all respects with the requirements for prospective relief under the PLRA.

For those reasons and the others described herein, the Parties request that this Court approve and enter the Agreement as an Order.

**IT IS SO STIPULATED AND AGREED.**

DATED: August 5, 2015

FOR THE UNITED STATES:

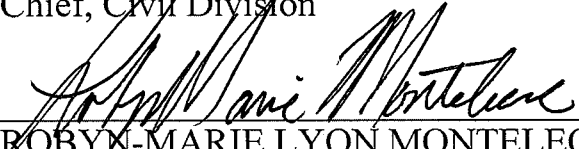
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