

1 **SETTLEMENT AGREEMENT AND RELEASE**

2 **SIGMA BETA XI, INC., ET AL. V. COUNTY OF RIVERSIDE, ET AL.**
3 **CASE NO. 5:18-cv-01399-JGB-JEM**

4 Plaintiffs in this matter, on behalf of themselves and all Class Members, and Defendants Riverside
5 County, Mark Hake, and Bryce Hulstrom, (collectively, the “Parties”), by and through their attorneys,
6 hereby enter into this Settlement Agreement and Release (“Agreement”), as of the date it is executed by
7 all parties hereto (the “Agreement Date”) and effective upon approval of the Court pursuant to Rule 23 of
8 the Federal Rules of Civil Procedure as set forth below. The Parties desire a fair resolution for the youth
9 in Riverside County in this matter, seek to avoid potentially costly and protracted litigation, and have
10 voluntarily agreed, considering the benefits that flow from this Agreement and as indicated by the
11 signatures below, to resolve the disputes that have arisen between them by entering into this Agreement.

12 **RECITALS**

13 WHEREAS, Plaintiffs brought an action on behalf of themselves and all Class Members against the
14 County of Riverside, Mark Hake, and Bryce Hulstrom (collectively “Defendants”) on or about July 1,
15 2018, alleging that Defendants operate the Riverside County Youth Accountability Team (“YAT”)
16 Program in violation of the U.S. Constitution, California Constitution, and California Government Code;
17 and Plaintiffs’ allegations are more fully described in the First Amended Complaint filed in Case No.
18 5:18-cv-01399-JGB-JEM (the “Action”);

19 WHEREAS, Defendants deny any violation of the United States Constitution, the California Constitution,
20 and the California Government Code in their operation of the Riverside County YAT Program;

21 WHEREAS, both Plaintiffs and Defendants, through counsel, have conducted discussions and arm’s
22 length negotiations regarding a compromise and settlement of the Action with a view to settling all
23 matters in dispute;

24 WHEREAS, considering the benefits that the Plaintiffs and Class Members will receive from settlement
25 of the Action and the risks of litigation, Plaintiffs’ Counsel have concluded that the terms and conditions
26 of this Agreement are fair, reasonable, and in the best interests of the Plaintiffs and Class Members;
27 Plaintiffs have agreed that Defendants shall be released from the Settled Claims pursuant to the terms and
28 provisions of this Agreement; and have agreed to dismissal with prejudice of this Action and all Settled
Claims as defined in Section II;

WHEREAS, the Parties agree that entry of this Agreement in the Action, without further litigation, is in
the public interest;

WHEREAS, the Parties agree that the goals of this Agreement are intended to promote the well-being of
youth; to reflect best practices in investments in school, health and community-based holistic youth
development; to improve youth outcomes; and to increase community engagement and leadership in pre-
arrest youth probation programs in Riverside County;

1 THEREFORE IT IS STIPULATED by the Parties, subject to the approval of the Court pursuant to Rule
2 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties hereto
3 from the Agreement, that the Settled Claims shall be compromised, settled, forever released, barred, and
4 dismissed with prejudice, upon and subject to the following terms and conditions:

4 **I. Definitions**

- 5 **A.** “Action” means the civil action captioned *Sigma Beta Xi, et al. v. County of Riverside*
6 *et al.*, Case No. 5:18-cv-01399-JGB-JEM, United States District Court for the Central
7 District of California, Eastern Division.
- 8 **B.** “Class Member(s)” means any child in Riverside County who has been referred to the
9 Riverside County Youth Accountability Team (“YAT”) program pursuant to California
10 Welfare & Institutions Code § 601, and who was either placed on a YAT probation
11 contract or was referred but has not yet been placed on a YAT probation contract.
- 12 **C.** “Certified translation” and “certified interpretation” means written translation or verbal
13 interpretation from English into another language by an individual who has passed a
14 written and oral certification examination administered by Riverside County, the State
15 of California, or the United States attesting that she or he is fluent in both languages
16 and qualified to provide professional translation and/or interpretation.
- 17 **D.** “Community Representative” means a public or private nonprofit organization that has
18 demonstrated effectiveness in providing affirmative, evidence-based supports or
19 services primarily to the Riverside County community on a voluntary basis. Such
20 services may include, but are not limited to, mentoring, counseling, personal growth
21 and development, health, wellness, nutrition, fitness, employment skill development,
22 and academic or educational services. Community representatives shall be focused on
23 positive youth development practices and do not include organizations whose
24 programming requires youth to have contact with county jails, state prisons, jail or
25 prison administrators or inmates, or any program that uses “Scared Straight”
26 Programming.
- 27 **E.** “Defendants” means all defendants named in the Action.
- 28 **F.** “Effective Date of Settlement” means the date upon which this Agreement shall
become effective, as set forth in Section XVIII, below.
- G.** “Plaintiffs” means all plaintiffs named in Action.
- H.** “Plaintiffs’ Counsel” means all plaintiffs’ counsel named in the Action. Should these
entities change their names or merge with other entities, those new entities shall also
qualify as Plaintiffs’ Counsel.

1 I. “Scared Straight Programming” means programming that involves organized visits to
2 prison or jail facilities by youth purportedly at risk of becoming delinquent. Programs
3 include confrontational “rap” sessions in which adult inmates share graphic stories
4 about prison life with youth. Other less confrontational methods and more educational
5 sessions include inmates sharing life stories and describing the choices they made that
6 led to imprisonment.

7 J. “Settled Claims” means all claims for declaratory or injunctive relief that were brought
8 on behalf of Sigma Beta Xi, Inc., or Class Members based on the facts and
9 circumstances alleged in the Complaint and First Amended Complaint, including but
10 not limited to claims that Defendants’ policies, procedures, and practices related to the
11 YAT program violated organizational plaintiff Sigma Beta Xi, Inc.’s and Class
12 Members’ rights to due process under the Fourteenth Amendment to the U.S.
13 Constitution and Article I, § 7 of the California Constitution; their rights to be free
14 from unlawful search and seizure under the Fourth Amendment to the U.S.
15 Constitution and Article I, § 13 of the California Constitution; their rights to freedom
16 of association under the First Amendment to the U.S. Constitution and Article I, §§ 2a
17 and 3 of the California Constitution; and their statutory rights to be free from unlawful
18 racial discrimination under California Government Code § 11135.

19 K. “Settlement” means the settlement provided for in this Agreement.

20 L. “Non-Court-Ordered Supervision Program” means any program that involves the
21 creation of a contract or agreement between a youth and the Riverside County
22 Probation Department or otherwise creates mandated conditions for participation in
23 services.

24 II. Release: Scope and Effect of Release

25 A. As of the Effective Date of Settlement, the Plaintiffs and the Class Members, on behalf
26 of themselves, their heirs, executors, administrators, representatives, attorneys,
27 successors, assigns, agents, affiliates, and partners, and any persons they represent, by
28 operation of any final judgment entered by the Court, fully, finally, and forever release,
relinquish, and discharge the Defendants of and from any and all of the Settled Claims.
This Release shall not apply to claims that arise or accrue after the termination of this
Agreement.

III. Probation Referral

A. The Youth Accountability Team (YAT) Program is a program pursuant to Welfare &
Institutions § 654. Subject to the limitations below, only youth who fall under the
jurisdiction of Welfare & Institutions § 602 will be enrolled in a Welfare & Institutions
Code § 654 program or referred for prosecution under Welfare & Institutions Code §
602.

1 **B.** Defendants agree not to seek or accept referrals from any source regarding any youth
2 under the age of 18 into the YAT program or any other non-court-ordered supervision
3 program who is alleged to have committed an offense under Welfare & Institutions
4 Code § 601 or who is alleged to have engaged in non-criminal behavior, including non-
5 criminal violations of school rules. Defendants further agree not to place any youth
6 under the age of 18 into the YAT Program or any other non-court-ordered supervision
7 program who is alleged to have committed an offense under Welfare & Institutions
8 Code § 601 or who is alleged to have engaged in non-criminal behavior, including non-
9 criminal violations of school rules. This language shall not be construed to restrict the
10 ability of the Riverside County Probation Department (“Probation Department”) from
11 responding to inquiries and providing information about programming that exists in the
12 community and is open to the public.

9 **C.** Substantial research shows that contact with the juvenile justice system leads to worse
10 outcomes for youth. The Probation Department is committed to minimizing contact
11 between youth and the juvenile justice system to the extent possible consistent with
12 public safety and evidence-based practices. For youth accused of committing an
13 offense under Welfare & Institutions Code § 602 and where the Probation Department
14 has statutory discretion, the Probation Department may contact the youth or their
15 parent or guardian where the Probation Department is deciding whether to counsel and
16 close or provide a referral to community-based services or refer the youth to the YAT
17 Program. Any information obtained from the parent or guardian shall not be disclosed
18 to the District Attorney other than the YAT Team members and shall not be used
19 against the youth during any court proceeding. For the following offenses, there shall
20 be a presumption upon an application for a petition that the Probation Department will
21 counsel and close the matter or refer the youth to a community-based organization.

17 **(1).** Willful Disturbance of Public School, California Education
18 Code § 32210;

19 **(2).** Possession of Cigarettes / Marijuana / Alcohol, California
20 Penal Code § 308 (smoking paraphernalia), California Health &
21 Safety Code §§ 11357, and 11360 (marijuana charges), California
22 Business & Professions Code §§ 25608, 25620, and 25662 (alcohol
23 possession); and

23 **(3).** Possession of Certain Items, California Penal Code §§
24 412.27 (laser pointer at school); 594.1-594.2 (graffiti tool); and
25 California Health & Safety Code §§ 13001- 13002 (possession of
26 flammable substance).

26 **IV. Defense Counsel**

27 **A.** Defense counsel shall be a part of the YAT team, or any other non-court ordered
28 supervision program team.

- 1 **B.** Defendants will provide legal counsel for all youth referred to and involved in the YAT
2 program or any other non-court ordered supervision program. The role of legal counsel
3 will be to advocate for and protect the rights of the youth client, including ensuring that
4 the youth understands their legal rights and the potential consequences and benefits of
5 either entering the program or proceeding to court, and is able to knowingly,
6 voluntarily, and intelligently make a decision regarding participation.
- 7 **C.** Generally, as stated by the American Bar Association, the primary duties that legal
8 counsel owe to their clients, to the administration of justice, and as officers of the
9 court, are to serve as their clients' counselor and advocate with courage and devotion;
10 to ensure that constitutional and other legal rights of their clients are protected; and to
11 render effective, high-quality legal representation with integrity. As such, and
12 consistent with the American Bar Association's Model Rules of Professional Conduct,
13 as the youth's representative, defense counsel shall support the youth by performing
14 the various functions as counsel and having a special responsibility for the quality of
15 justice. As advisor, counsel shall provide an informed understanding of the client's
16 legal rights and obligations and explain their practical implications. As advocate,
17 counsel shall zealously assert the client's position. As negotiator, counsel shall seek a
18 result helpful and advantageous to the client. As an evaluator, counsel shall act by
19 examining the youth's legal matters and reporting about them to the client or to others.
- 20 **D.** Once the Probation Department has determined that a youth is suitable for the YAT
21 program or any other non-court ordered supervision program, as reflected in Section
22 III(C) above, the Probation Department will provide a copy of the petition (J-132) and
23 accompanying documents to the Public Defender's office, initiating the appointment of
24 counsel.
- 25 **E.** Defendants will provide counsel at no cost to the youth through the Office of the Public
26 Defender except where representation by outside counsel would best serve the interests
27 of the youth (e.g., where the county contracts with outside counsel to avoid a conflict
28 of interest between clients).
- F.** Youth referred to the YAT Program or any other non-court ordered supervision
 program shall consult with counsel, at no cost to the youth or family, prior to meeting
 with the Probation Department and prior to deciding whether to participate in the
 program. If, after consultation with counsel, the youth elects not to participate in the
 YAT Program or any other non-court ordered supervision program, the obligations of
 the counsel are immediately terminated. If, after consultation with counsel, the youth
 elects to participate in the YAT Program or any other non-court ordered supervision
 program, the appointment and responsibilities of counsel shall remain in effect
 throughout the youth's involvement in the YAT program or any other non-court
 ordered supervision program and as part of the YAT team. Defense counsel's
 representation shall continue to ensure that, as permitted or required by law, the
 youth's records and files are timely sealed and/or destroyed.

1 **G.** Within 7 days of executing the Agreement, the parties shall file a joint application to
2 the Presiding Judge of the Riverside County Juvenile Court, requesting that the Court
3 appoint Counsel for the youth in all YAT-related cases or any non-court ordered
4 supervision program.

4 **V. Probation Notice to Youth**

5 **A.** Youth will be afforded due process in all contacts with Defendants related to the YAT
6 program or any other non-court-ordered supervision program, including but not limited
7 to:

8 **(1).** Prior to assigning any youth to the YAT program or any
9 other non-court-ordered supervision program, the Probation
10 Department will determine that there is probable cause to believe
11 that the youth named in the application for a petition committed the
12 alleged offense.

13 **(2).** The Probation Department will provide the following
14 information in order for the youth to make a knowing, voluntary,
15 and informed decision regarding participation in to the YAT
16 program or any other non-court-ordered supervision program:

17 **(a).** Written information about the charges or
18 allegations made against the youth that would satisfy
19 Section V.A. of this Agreement, including (a) the
20 offense code and text of the law, and (b) a copy of the
21 police report which shall be provided to defense
22 counsel.

23 **(b).** A description of the YAT Program or any
24 other non-court-ordered supervision program,
25 including (a) the criteria for participation; and (b) a
26 complete description of how the program operates,
27 including the length of the program, any youth
28 evaluations conducted, and the specific components
 that may be and are expected to be assigned as part of
 the program (e.g., classes or counseling sessions that
 a youth may be required to attend).

(c). Notice that, if the youth chooses to participate
 in the program, any information obtained during the
 course of the program may be disclosed to the
 juvenile court in future proceedings.

1 (d). A statement that the youth's information will
2 be stored in juvenile or other county records systems
3 unless or until the record is destroyed or sealed.

4 (e). A description of how Probation will
5 determine that a youth has successfully completed the
6 program.

7 (f). The right to have Riverside County-provided
8 certified interpretation at all meetings with the
9 Probation Department if the youth or the youth's
10 parent or guardian does not speak English as a first
11 language.

12 (3). The initial notice and any written information addressed in
13 this Agreement that is provided to youth and the youth's parent or
14 guardian must be in language that is easy to understand, at no more
15 than a fifth-grade reading level. All written materials will be made
16 available in both English and Spanish. If the youth or the youth's
17 parent or guardian speak a language other than English or Spanish,
18 the Probation Department will make reasonable accommodations to
19 ensure all items in the written notice are effectively communicated
20 to the youth and family.

21 (4). For any youth or parent or guardian for whom English is not
22 a first language, the Probation Department will provide certified
23 interpretation services at all meetings.

24 (5). The Probation Department will provide accommodations for
25 any youth, parent or guardian with a disability to ensure that youth
26 and family members are able to participate fully and understand, at a
27 minimum, all critical components of the YAT Program or any other
28 non-court-ordered supervision program, including notice, the initial
interview, and exit interview.

(6). The Probation Department will make best efforts to work
with youth and their families to schedule meetings to avoid conflicts
with regular instructional time, any extracurricular activities, or
appointments, so that individuals who play a supportive role in the
youth's life are able to attend. If a probation officer wishes to meet
with the youth or their family at their home, the probation officer
shall provide notice at least 48 hours ahead of the meeting time,
except where the probation officer and the parent or guardian agree.

1 (7). The Probation Department will not require a youth to admit
2 culpability as a condition of participation in any the YAT Program
3 or any other non-court-ordered supervision program.

4 (8). There shall be a presumption against assigning drug or
5 alcohol testing as a condition to any probation contract (“Contract”)
6 under the YAT Program or any other non-court-ordered supervision
7 program. The Probation Department will not assign drug or alcohol
8 testing unless there is a direct nexus between the condition and the
9 alleged offense, or where subsequent incidents of drug or alcohol
10 usage have been identified. Where the Probation Department seeks
11 to assign drug or alcohol testing at any point, notice of this condition
12 shall be provided in writing to the youth, the youth’s parent or
13 guardian, and their counsel. No drug or alcohol testing shall be
14 assigned unless the youth is provided a referral to drug or alcohol
15 counseling. The Probation Department will not terminate the
16 Contract due to a family or youth’s inability to pay for drug or
17 alcohol counseling or treatment services and will make best efforts
18 to ensure that the youth is referred to the best low- or no-cost
19 resources available.

20 (9). The Probation Department will provide youth with notice, in
21 writing, that the youth has successfully completed the YAT Program
22 or any other non-court-ordered supervision program. Notice shall
23 be provided within 72 hours of completion.

24 (10). If a youth is in danger of not successfully completing the
25 program, the Probation Department will provide the youth with
26 every opportunity for additional services and supports intended to
27 bring the youth onto a path toward successful completion.

28 (11) Notice must be provided in writing to the youth and the
youth’s parent or guardian, and the youth’s attorney, and mailed to
the youth’s home address at least one week prior to any meeting at a
critical stage. “Critical stages” shall include the initial interview
meeting, exit interview, the proposed introduction of any new
condition, and where the probation officer believes the youth may be
in jeopardy of being terminated from the program.

VI. Risk Assessments

- A. The Probation Department currently uses the Ohio Youth Assessment System for Diversion (“OYAS”) to determine if youth who are referred to the YAT Program receive one of two options: 1) counsel and close, or 2) a Contract of up to six months

1 of supervision. As long as the Probation Department continues to utilize the OYAS, or
2 any future assessment tool, it agrees to the following:

3 **(1).** To maintain a high level of inter-rater reliability the
4 Probation Department will:

5 **(a).** Provide 14 hours of introductory training on
6 how to correctly use the OYAS to any staff member
7 newly assigned to use the OYAS for youth in the
8 YAT Program or any other non-court-ordered
9 supervision program, prior to that staff member
10 conducting any OYAS assessments.

11 **(b).** Provide ongoing yearly training on the correct
12 use of the OYAS for all staff members utilizing the
13 OYAS for assessments in the YAT Program or any
14 other non-court-ordered supervision program.

15 **(c).** Because the predictive power of the OYAS is
16 short term, the Probation Department currently only
17 uses the score obtained from the administration of the
18 OYAS to guide decision making regarding the levels
19 of intervention in the YAT Program. The score will
20 not be used at a later time or for other purposes.

21 **(2).** The Probation Department currently requires a supervisor to
22 approve a different level of intervention than that the OYAS score
23 recommends (i.e., an override). With respect to the practice of
24 overrides:

25 **(a).** The Probation Department will provide yearly
26 training to supervisors who approve OYAS overrides
27 to help them consistently make appropriate decisions
28 regarding overrides.

(b). The Probation Department will develop
guidelines for the appropriate use of overrides. At a
minimum, overrides must be accompanied by a
written explanation of which factors the supervisor
relied on to approve the override, which will include
what aspects of the program are appropriate for the
youth and why.

(3). If the Probation Department chooses to utilize another
screening instrument, other than or in addition to the OYAS, it will
do the following:

1 (a). Provide the instrument creator's
2 recommended hours of training on how to correctly
3 use the instrument to all staff who will use it, prior to
4 any staff member conducting screenings with the
5 instrument.

6 (b). Provide yearly training on the correct use of
7 the instrument for all staff using the instrument, as
8 well as for any staff who will be asked to approve
9 deviations from the outcome recommended by the
10 instrument.

11 (c). If the instrument can be overridden, the
12 Probation Department agrees to require a
13 supervisor's approval for any override and a written
14 explanation for all factors that supported the override.

15 (4). The instrument will only be used for the purpose for which it
16 is intended, and not for other purposes.

17 **VII. Contracts Under the YAT Program or Any Other Non-Court-Ordered Supervision Program**

18 **A.** For any youth participating in the YAT Program or any other non-court-ordered
19 supervision program, the Probation Department, the youth, and the youth's parent or
20 guardian will sign a written Contract explaining the basis for the Contract and setting
21 out each party's responsibilities within the program. The Contract shall be developed
22 between the youth, the youth's parent or guardian, defense counsel, and probation
23 officer, using the Contract template attached as Exhibit A, to ensure that all items are
24 developmentally appropriate and designed to meet the specific needs of the youth (e.g.,
25 goals for educational success, history of trauma, and unique individual challenges) and
26 to promote positive behavioral change.

27 (1). The Contract will set out written information about the
28 charges or allegations made against the youth that would satisfy
Section V(A), above, including the offense code and text of the law.

(2). The Contract will identify the jointly-created list of positive
development opportunities, goals, incentives, terms, and resources
designed to build on the youth's strengths and to meet the specific
needs of the youth. These should include: (1) the youth's needs to
be addressed by the Contract and an identification of the youth's
strengths; (2) the resources the Probation Department will provide to
the youth (e.g., the provision of bus cards to travel to courses or
meetings); (3) the goals the youth agrees to work toward, including
short-term goals and targeted incentives; (4) terms the youth agrees

1 to comply with; and (5) information about any Community
2 Representatives that may work with the youth.

3 **(3).** For any youth or parent or guardian for whom English is not
4 a first language, the Probation Department will provide a copy of the
5 Contract in a language the youth, parent, or guardian understands.

6 **(4).** The Probation Department will make accommodations as
7 necessary to ensure that the Contract is accessible to any youth,
8 parent, or guardian with a disability.

9 **(5).** The following terms will not be included in any Contract
10 under the YAT Program or any other non-court-ordered supervision
11 program:

12 **(a).** Any term related to touring a correctional
13 facility;

14 **(b).** Any term prohibiting associations, with the
15 possible exception of co-participants, victims, or
16 witnesses related to the alleged offense for which the
17 youth is referred; or

18 **(c).** Any term related to searches of the youth's
19 person, vehicle, premises, cell phone, or other
20 personal possession.

21 **(6).** Contracts may include a term to address drug or alcohol use
22 by the youth, as described in Section V.A.4, above. Completion of
23 goals related to drug or alcohol addiction should give consideration
24 to the youth's efforts in meeting those goals as developed according
25 to Section VII.A.2 above, rather than the outcome of any particular
26 drug or alcohol test.

27 **(7).** Contracts may be amended to reflect youth progress or
28 adjusted to respond to youth needs. In no circumstance will new
conditions be added to a Contract absent notice to appointed counsel
and consent from the youth and parents or guardians.

(8). Any Contract under the YAT Program or any other non-
court-ordered supervision program will remain in place for no more
than six months. A Contract may be closed at an earlier date if the
Probation Department believes that a youth has successfully
cooperated and met the goals and objectives set out in the Contract.

1 **VIII. Record Collection, Creation, and Retention**

- 2 **A.** The Probation Department shall not collect or maintain any information on youth who
3 do not fall under Welfare & Institutions Code § 601 or § 602, including in its Juvenile
4 and Adult Management System (“JAMS”) database. For any youth referred under
5 Welfare & Institutions Code § 601, the Probation Department will not retain any
6 information beyond what is obtained in the application for a petition, and will retain the
7 application for petition and JAMS record solely for records management purposes for
8 the period of time provided by the Probation Department’s records retention policy.
- 9 **B.** Riverside Defendants shall not collect or maintain any information about youth who do
10 not fall under Welfare & Institutions Code § 602 in any database where the primary
11 purpose is to track gang-related intelligence information. The Probation Department
12 will not enter any information discovered in the course of the YAT Program or any
13 other non-court-ordered supervision program into any external gang-related database.
- 14 **C.** The Probation Department will not seek to obtain any documentation pertaining to the
15 immigration status of a youth or a youth’s parent or guardian.
- 16 **D.** For any youth referred for petition under Welfare & Institutions Code § 602 and
17 involved with the YAT Program or any other non-court-ordered supervision program,
18 the Probation Department may receive, solicit and maintain certain records pertaining
19 to the youth. These records will be stored in the JAMS database and/or hard copy
20 (“JAMS file”).

21 **(1).** Where the Probation Department seeks to obtain records, it
22 will do so with the purpose of preparing the Contract and providing
23 services to the youth.

24 **(2).** The Probation Department will seek to minimize the amount
25 of information solicited and incorporated in the youth’s JAMS file.
26 The Probation Department will provide notice to the youth, their
27 parent or guardian, and their counsel, and obtain authorization prior
28 to requesting medical and mental health records, including in the
youth’s Individualized Education Plan.

(3). The Probation Department will maintain the confidentiality
of youth records as provided for under Welfare & Institutions Code
§ 827 and applicable state law governing juvenile records. Pursuant
to § 827, youth and their parent or guardian have a right to inspect
the information contained in the youth’s JAMS file.

(4). The Probation Department may be obligated to provide
information from a youth’s participation in the YAT Program or any
other non-court ordered program of supervision, including whether

1 the youth declined participation, in subsequent juvenile proceedings,
2 should they arise.

3 **IX. Data Tracking**

4 **A.** Within 180 days of the Effective Date of Settlement, Defendants shall, on a quarterly
5 basis, collect and analyze the following data regarding youth who are placed into the
6 YAT program or any other non-court-ordered supervision program. Defendants'
7 analysis shall disaggregate the collected data by race / ethnicity, gender, age at time of
8 alleged offense, and foster youth status. The categories for race and ethnicity shall be
9 tracked according to the categories for race and ethnicity currently used by the
10 Probation Department in its JAMS database. Defendants shall, on a quarterly basis,
11 track and analyze the following data points for each youth:

- 12 (1). Individual identifier;
- 13 (2). Race / Ethnicity;
- 14 (3). Gender;
- 15 (4). Age at time of alleged offense;
- 16 (5). Foster youth status;
- 17 (6). Home language;
- 18 (7). Address for internal collection, and zip code for external
19 reporting;
- 20 (8). Date of birth;
- 21 (9). School attended during period of participation in the
22 program;
- 23 (10). Alleged offense that is basis of referral and date / time of
24 alleged offense;
- 25 (11). Date of initial meeting with youth and parent or guardian;
- 26 (12). Method used to determine eligibility and level of
27 intervention for the program, including:
 - 28 (a). Any and all assessment instruments used:
 - (i). The name of the instrument;
 - (ii). The youth's score (or
evaluative metric) on instrument;
and

(iii). Whether the instrument was overridden; and if so, the reason for the override and the person authorizing the override.

(13). Whether the youth completed the program;

(14). If the youth did not complete the program,

(a). The reason for non-completion;

(b). The amount of time the youth was in the program; and

(c). The caseload number the youth was on when the youth did not complete the program.

B. Defendants’ analysis shall be provided in a written report to the Juvenile Justice Coordinating Council (“JJCC”) in open session, and to the County Executive Officer, on an annual basis in a format that will protect any confidential information about the youth or personnel included in the report. The written reports shall be published and maintained at the Probation Department website. Additionally, a hyperlink shall be maintained at <https://www.countyofriverside.us> and all relevant county departmental websites directing the reader to the Probation Department’s website for the reports and all associated materials. Defendants’ written report to the JJCC shall present information on referrals, participation, and outcomes for the youth participating in the YAT Program or any other non-court-ordered supervision program. The categories for race and ethnicity shall be tracked according to the categories for race and ethnicity currently used by the Probation Department in its JAMS database. Defendants’ written report shall include:

(1). Participant Analysis

(a). Number of youth referred to the YAT Program or any other non-court-ordered supervision program (disaggregated by race/ethnicity, gender, zip code, and offense);

(b). Age of youth at the time of the alleged offense (disaggregated by offense, zip code and race/ethnicity);

(c). Foster youth status (disaggregated by age, race/ethnicity, and offense);

(d). Home language of youth (disaggregated by age, race/ethnicity, and offense);

1 (e). Number of youth ineligible, if any
2 (disaggregated by age, race/ethnicity, zip code, and
3 offense);

4 (f). Number of youth who declined to participate
5 (disaggregated by age, race/ethnicity, zip code, and
6 offense);

7 (g). Number of youth “counseled and closed”
8 (disaggregated by age, race/ethnicity, zip code, and
9 offense);

10 (h). Number of youth put on a “Contract”
11 (disaggregated by age, race/ethnicity, zip code, and
12 offense);

13 (i). Number of youth in the YAT Program or any
14 other non-court-ordered supervision program at the
15 beginning and end of the fiscal year (disaggregated
16 by age, race/ethnicity, zip code, and offense);

17 (j). Number of youth in the YAT Program or any
18 other non-court-ordered supervision program each
19 quarter, as of the first day of the quarter
20 (disaggregated by age, race/ethnicity, zip code, and
21 offense);

22 (k). Average length of time in the program for
23 youth who complete the YAT Program or any other
24 non-court-ordered supervision program
25 (disaggregated by age, race/ethnicity, zip code, and
26 offense);

27 (l). Average length of time in the program for
28 youth who do not complete the YAT Program or any
other non-court-ordered supervision program,
(disaggregated by age, race/ethnicity, zip code, and
offense);

(m). Number of youth who successfully completed
the YAT Program or any other non-court-ordered
supervision program (disaggregated by age,
race/ethnicity, zip code, and offense);

(n). Number of youth who did not complete the
YAT Program or any other non-court-ordered

1 supervision program (disaggregated by age,
2 race/ethnicity, zip code, and offense); and

3 (o). List of services provided to youth in the YAT
4 Program or any other non-court-ordered supervision
5 program.

6 (2). Assessment Analysis

7 (a). Number of youth assessed for participation in
8 the YAT Program or any other non-court-ordered
9 supervision program (disaggregated by age,
10 race/ethnicity, zip code, and offense);

11 (b). How many youth received each available
12 score on the assessment instrument (disaggregated by
13 age, race/ethnicity, zip code, and offense);

14 (c). Number of overrides (disaggregated by age,
15 race/ethnicity, zip code, and offense); and

16 (d). Ten most common reasons for overrides
17 (disaggregated by age, race/ethnicity, zip code, and
18 offense).

19 (3). Community Analysis

20 (a). Top ten zip codes of youth utilizing the
21 program; and

22 (b). Top ten referral offenses (disaggregated by
23 age, race/ethnicity, zip code, and offense).

24 **X. Modification of Existing Probation Department Policies, Processes and/or Procedures and
25 Other Public Information Regarding the YAT Program and Any Other Non-Court-Ordered
26 Supervision Program; and Training**

27 **A.** Defendants will modify any and all existing formal or informal policies, processes
28 and/or operating procedures, whether written or unwritten, and related training
materials to reflect the terms herein.

B. Defendants will train all personnel assigned to administer the YAT Program and
personnel assigned to juvenile intake functions on the policies and procedures
reflected herein within 180 days of the Effective Date of Settlement.

C. Defendants will review and revise any and all public information, including
awareness, educational, and outreach information created, drafted, or released by
Riverside County Departments to reflect the terms herein and agreed to by the Parties.

1 **D.** Within 180 days of the Effective Date of Settlement, the Probation Department shall
2 create a mandatory training plan reflecting that all personnel assigned to administer the
3 YAT Program or any other non-court ordered supervision program, and personnel
4 assigned to juvenile intake functions, shall receive training in the areas of “Engaging
5 Youth for Better Probation Outcomes” and “Advancing Probation Practice” as
6 outlined and identified by Scott MacDonald and Naomi Goldstein. Scott MacDonald
7 and Naomi Goldstein shall coordinate and lead the training on a yearly basis beginning
8 in FY 2019-2020.

9 **(1).** The purpose of the training shall be to reflect a focus on
10 youth success and positive development; identify youth needs for
11 educational supports; increase cultural competence and an
12 awareness of implicit bias, with a specific focus on race and
13 disability; and increase awareness of youth responses to trauma.

14 **(2).** Initial training will commence in training year FY 2019/2020
15 and will consist of two eight (8) hour blocks. The Probation
16 Department’s Staff Development Unit will work with Scott
17 McDonald and Naomi Goldstein to assist with the STC certification
18 process.

19 **(3).** Additional initial training classes may be held as new staff
20 are assigned to the YAT Program or any other non-court-ordered
21 supervision program and to juvenile intake functions.

22 **(4).** A four-hour refresher training for each course will be held
23 annually beginning in FY 2020/2021 and continuing through the end
24 of FY 2023/2024 for staff who are assigned to the YAT Program or
25 any other non-court-ordered supervision program, and to juvenile
26 intake functions.

27 **(5).** The training requirement reflected in Section X(D) is limited
28 to five (5) years.

(6). The training plan shall be attached to this Agreement as
Exhibit B. Any modifications to the training plan shall only be
made upon written agreement between the Parties.

23 **XI. Composition of the Juvenile Justice Coordinating Committee (JJCC)**

24 **A.** Within 180 days of the Effective Date of Settlement, Defendants shall add 5 additional
25 Community Representatives to the JJCC to be appointed by the Board of Supervisors.
26 Community Representatives shall not be an arm of a law enforcement entity.
27 Community Representatives shall make up at least 45% of the JJCC membership. In
28 addition, Sigma Beta Xi, Inc., shall have a temporary seat on the JJCC for 2 years. In
addition to its statutorily-defined duties, the JJCC should also:

- (1). Develop a process for soliciting community review and feedback regarding the operation of at-risk youth programs and services available in Riverside County, and incorporate that feedback in their quarterly meetings;
- (2). Review the data reports described in Section IX of this Agreement and develop action plans and strategies to reduce disproportionalities in referrals and enrollment of youth into the YAT Program or any other non-court-ordered supervision programs; and to evaluate the effectiveness of the programs and services provided in the YAT Program or any other non-court-ordered supervision programs to ensure the programs are centered on youth development, needs, and success;
- (3). Identify potential improvements or modifications to Defendants’ policies and/or practices.
- (4). Review and comment on at-risk youth programs and services available in Riverside County.

XII. Increased Allocation of JJCPA Funding to Community Representatives

- A. Beginning in the 2020-2021 Fiscal Year, the Probation Department shall direct a minimum of \$1.4 million annually for 5 years to Community Representatives. The monies will be made available to Community Representatives through Defendants’ Request For Proposal (“RFP”) process. Any proposals submitted for funding after January 1, 2020, will be reviewed by an RFP Review Committee consisting of JJCC members or their designees. Any JJCC member who has submitted a response to the RFP shall be recused from voting on any proposal they submit.

XIII. Sealing and Destruction of YAT Records for All Class Members

- A. Within 180 days of the Effective Date of Settlement, the Probation Department shall:
 - (1). Identify, seal, and destroy the YAT case files for all youth who were referred to and/or placed on a YAT contract without an application for a petition;
 - (2). Identify all youth who were referred to and/or placed on a YAT contract through an application for a petition under the jurisdiction of Welfare & Institutions Code § 601. YAT case files for such youth will be maintained or destroyed in accordance with the Probation Department’s two (2) year records retention policy; and
 - (3). Identify all youth who were referred to and/or placed on a YAT contract under the jurisdiction of Welfare & Institutions Code § 602. YAT case files for such youth will be maintained or sealed in accordance with Welfare & Institutions Code § 781 and §

1 786.5. Within 7 days of executing the Agreement, the parties shall
2 file a joint application to the Presiding Judge of the Riverside
3 County Juvenile Court, requesting that the court seal all juvenile
4 case files that would be eligible for sealing in accordance with
5 Welfare & Institutions Code § 781 and § 786.5.

6 (4). Notify all youth who were referred to and/or placed on a
7 YAT contract under the jurisdiction of Welfare & Institutions Code
8 § 601 and their parent or guardian that the youth continues to be
9 eligible for diversion under Welfare & Institutions Code § 654. This
10 notification shall be done via distribution of the Notice to the Class.

11 **XIV. Enforcement and Monitoring**

12 **A.** Plaintiffs' Counsel shall be provided with the following records within 90 days of the
13 Effective Date of Settlement:

14 (1). Amendments and modifications to Defendants' departmental
15 policies and procedures regarding the YAT Program or any other
16 non-court-ordered supervision program administered by the
17 Probation Department, reflecting the terms herein and agreed to by
18 the Parties.

19 (2). Awareness, educational, and outreach information created,
20 drafted, or released by Defendants reflecting the terms herein and
21 agreed to by the Parties.

22 (3). Any and all template notifications sent to youth and/or their
23 parents/guardians regarding the YAT Program or any other non-
24 court-ordered supervision program administered by the Defendants.

25 (4). Any and all template voluntary juvenile probation contracts
26 used in the YAT Program or any other non-court-ordered
27 supervision program administered by the Defendants.

28 **B.** The parties jointly request the appointment of Scott MacDonald and Naomi Goldstein
as qualified joint third-party monitors ("Monitors") in this matter.

(1). The Monitors shall complete comprehensive reviews and
reports annually for the duration of the Agreement to advise the
Court and the parties on Defendants' implementation and
compliance, or non-compliance, with the terms set forth in this
Agreement. Such reports shall be provided to the Parties and the
Court, and shall be made publicly available pursuant to Defendants'
obligations under the California Public Records Act.

(2). The Monitors shall be entitled to reasonable compensation
for their role as third-party monitors, which shall be paid by

1 Defendants. The Monitors shall provide monthly invoices detailing
2 each expense along with the documentation necessary to justify each
3 expense.

4 (3). The Monitors shall be provided with reasonable access to
5 any persons, information, and documents maintained by Defendants
6 concerning the YAT Program or any other non-court ordered
7 supervision program to ensure Defendants' compliance with the
8 Agreement.

9 (4). The Parties agree that they are each entitled to engage in ex
10 parte communications with the Monitors. However, all of the
11 Monitors' findings and recommendations shall be set forth in
12 writing in their joint report.

13 (5). If for any reason Scott MacDonald and Naomi Goldstein are
14 not appointed or can no longer serve, the Parties shall attempt to
15 agree on who shall be appointed in their place. If the Parties do not
16 agree, the Parties shall each nominate and submit two potential
17 monitors to be chosen and appointed by the Court.

18 (6). The monitoring plan shall be attached to this Agreement as
19 Exhibit C. Any modifications to the training plan shall only be
20 made upon written agreement between the Parties.

21 **XV. Dispute Resolution Procedures; Continuing Jurisdiction**

22 A. The Court shall retain jurisdiction to supervise the implementation of this Agreement
23 and enforce its terms, and the Terms of this Agreement shall be incorporated into the
24 Order of the Court approving the Agreement.

25 B. The Parties agree that the Court will not be asked to exercise jurisdiction to supervise
26 the implementation of this Agreement or to enforce its terms until exhaustion of the
27 following dispute resolution process:

28 (1). Should Plaintiffs' Counsel believe in good faith that
Defendants are engaging in a material breach of their obligations
under the Agreement, or a pattern or practice of non-compliance
with their obligations under this Agreement, Plaintiffs' Counsel
shall promptly notify Defendants' Counsel, in writing, of the
specific grounds upon which non-compliance is alleged.

(2). Within thirty (30) calendar days after receipt of the notice
from Plaintiffs' Counsel, Defendants' Counsel shall notify
Plaintiffs' Counsel of Defendants' position and any action it has
taken or intends to take in connection therewith. The Parties shall

1 negotiate in good faith in an effort to resolve any remaining
2 disputes. The Parties agree that this negotiation period will be
3 considered exhausted if the Parties jointly determine that
4 negotiations have reached an impasse, or if either party invokes the
5 formal meet-and-confer process under Section XV(B)(3) of this
6 Agreement.

7 (3). If any dispute cannot be resolved informally under Section
8 XV(B)(1) or Section XV(B)(2) of this Agreement, counsel for either
9 party may notify counsel for the opposing party by letter and request
10 that counsel meet and confer. The Parties shall meet within ten (10)
11 business days of such notice and shall make reasonable efforts to
12 resolve the dispute in good faith.

13 (4). If the dispute is not resolved through the meet and confer
14 process, counsel may seek the Court's assistance in resolving the
15 dispute. The prevailing party shall receive reasonable attorneys'
16 fees expended in connection with the dispute. The Parties agree that
17 the Court shall retain jurisdiction to enforce the terms of this
18 Agreement. The Court in this proceeding shall have the power to
19 award such relief and issue such judgments as the Court deems
20 proper and appropriate.

21 **XVI. Terms of Order for Notice, Hearing and Final Judgment**

22 **A.** Concurrently with their filing of this Agreement, Plaintiffs' Counsel shall apply to the
23 Court for Preliminary Approval of the Settlement provided for in this Agreement and
24 entry of a Preliminary Approval Order. Such Preliminary Approval will seek approval
25 of a Notice to the Class, as well as a finding that the following satisfies the publication
26 requirements of Rule 23 of the Federal Rules of Civil Procedure. The Parties agree
27 that Defendants will contract with AB Data to create the Notice to the Class, and to
28 create and implement the Notice Plan intended to reach a high percentage of Class
Members. A description of the Notice Plan is attached as Exhibit D:

(1). Within ten (10) business days of the date of the Preliminary
Approval:

(a). posting the Notice to the Class and this
Settlement Agreement in appropriate places on the
applicable county departments' websites and on
<https://www.countyofriverside.us>;

(b). providing the Notice to the Class and this
Agreement to juvenile defense attorneys in Riverside
County through the Riverside County Public
Defender and alternate public defender offices;

1 (c). providing the Notice to the Class and this
2 Agreement in appropriate places on the website of
3 the ACLU of Southern California, ACLU of
4 Northern California, ACLU of San Diego and
5 Imperial Counties, and the National Center for Youth
6 Law;

7 (d). posting the Notice to the Class and this
8 Agreement in locations where Riverside County
9 YAT probation officers are regularly stationed; and

10 (e). providing individual notice, via First-Class
11 U.S. Mail, to the parents or legal guardians of each
12 youth whose records shall be sealed and destroyed
13 under Section XIII of this Agreement.

14 (2). The Probation Department will not renew any Memoranda of
15 Understanding with any school districts in Riverside County relating
16 to the YAT Program or any other non-court-ordered supervision
17 program, and juvenile probation officers will no longer be posted in
18 schools after the end of the 2018-2019 school year. Therefore, the
19 Parties agree that it is not necessary that Notice to the Class and this
20 Agreement be posted at school locations in Riverside County.

21 (3). The Notice to the Class and this Agreement shall remain
22 posted and shall be maintained or replaced with new copies as
23 needed, until the Court issues an order finally approving or rejecting
24 the Settlement. Plaintiffs' Counsel shall be responsible for meeting
25 the notice requirements listed in (C) above and ensuring
26 maintenance of such notice, and Defendants shall be responsible for
27 meeting the notice requirements listed in (A), (B), (D), and (E) above
28 and ensuring maintenance of such notice. The Parties shall request
that Class Members be provided at least 45 days to submit
objections to the Court after the Notice to the Class is posted and
distributed.

B. If the Settlement contemplated by this Agreement is approved by the Court, counsel for the Parties shall request that the Court enter a Final Judgment.

C. Within ten (10) business days following the Effective Date of Settlement, Defendants shall post a Notice of Final Settlement, jointly developed between the Parties, in all locations where YAT probation officers are regularly stationed and in appropriate places on the applicable county departments' websites and on <https://www.countyofriverside.us>, as well as providing individual copies of the Notice to the Class to any Class Members who so request on an individual basis. The Notice

1 of Final Settlement shall remain posted, and shall be maintained or replaced with new
2 copies as needed, until the obligations of this Agreement are terminated.

- 3 **D.** Defendants shall post a Spanish language translation of both the Preliminary Notice
4 and the Final Notice to the Class in appropriate places on the applicable county
5 departments' websites and on <https://www.countyofriverside.us>. Should Plaintiffs'
6 Counsel provide translations in other languages to Defendants, Defendants shall post a
7 notice informing Class Members that such translations are available. Plaintiffs'
8 Counsel shall provide such notices in sufficient time to allow Defendants to meet the
9 posting requirements in Section XVI of the Agreement.

10 **XVII. Attorney's Fees**

- 11 **A.** In addition to and separate from any other payments called for in this Agreement, the
12 County of Riverside shall pay a one-time-only lump sum payment of Plaintiffs'
13 Counsel attorneys' fees plus litigation costs in the amount of \$1 million, payable by
14 wire transfer to the ACLU Foundation of Southern California within ten (10) days after
15 the Effective Date of Settlement. This payment represents a full and final settlement of
16 all past, present and future attorneys' fees and all past, present and future ordinary and
17 extraordinary costs, except that the prevailing party in a dispute under Section XV.B.4
18 of this Agreement shall receive reasonable attorneys' fees expended in connection with
19 the dispute. Plaintiffs' Counsel will file an unopposed Motion for Attorneys' Fees and
20 Costs, and the payment of said fees and costs is subject to court approval. Defendants
21 agree that Plaintiffs satisfy the prevailing party element for such a motion.

22 **XVIII. Effective Date of Settlement; Termination**

- 23 **A.** The Effective Date of Settlement shall be the date when all of the following shall have
24 occurred: (A) entry of the Preliminary Approval Order; (B) approval by the Court of
25 this Agreement, following notice to the Class and a fairness hearing, as prescribed by
26 Rule 23 of the Federal Rules of Civil Procedure; and (C) entry by the Court of Final
27 Judgment.
- 28 **B.** In the event that the Court does not approve the Agreement, or the Court's approval of
the Agreement or the Final Judgment is reversed, vacated, or terminated on appeal, the
Parties' good-faith adherence to the terms of this Agreement prior to said reversal,
vacatur, or termination shall not be considered unlawful.
- C.** This Agreement is subject to and contingent upon Court approval under Rule 23(e) of
the Federal Rules of Civil Procedure. Defendants' Counsel and Plaintiffs' Counsel
shall have the right to terminate this Agreement by providing written notice of their
election to do so ("Termination Notice") to all other parties hereto within thirty (30)
days of (A) the Court's declining to enter the Preliminary Approval Order or
modifying that Preliminary Approval Order in any material respect; (B) the Court's
declining to approve the Settlement embodied in this Agreement or any material part
of it; (C) the Court's declining to enter the Final Judgment or modifying the Final

1 Judgment in any material respect; or (D) the Court of Appeals or the United States
2 Supreme Court's reversing, vacating, or modifying in any material way the Final
3 Judgment.

- 4 **D.** Except as otherwise provided herein, in the event the Settlement is terminated or
5 modified in any material respect or fails to become effective for any reason, then the
6 Settlement shall be without prejudice and none of its terms shall be effective or
7 enforceable; the Parties to this Agreement shall be deemed to have reverted to their
8 respective status in the Action as of the date and time immediately prior to the
9 execution of this Agreement; and except as otherwise expressly provided, the Parties
10 shall proceed in all respects as if this Agreement and any related orders had not been
11 entered. In the event the Settlement is terminated or modified in any material respect,
12 the Parties shall be deemed not to have waived, not to have modified, or not be
13 estopped from asserting any additional defenses or arguments available to them.
- 14 **E.** Effective July 1, 2019, the Probation Department will terminate the YAT contract
15 and/or YAT consequence agreement for any youth referred under Welfare &
16 Institutions Code § 601 and shall notify all youth and their parent or guardian that the
17 YAT contract and/or YAT consequence agreement is terminated by providing written
18 notice to the youth and their parent or guardian on the same day. Additionally, the
19 Probation Department shall notify the youth and their parent or guardian that the youth
20 continues to be eligible for diversion under Welfare & Institutions Code § 654. The
21 youths' records will be sealed or destroyed under Section XIII of this Agreement.
- 22 **F.** Unless earlier terminated by operation of Section XVIII, the obligations of this
23 Agreement shall terminate five (5) years from the Effective Date of Settlement.

24 **XIX. No Admission of Wrongdoing**

- 25 **A.** This Agreement, whether or not executed, and any proceedings taken pursuant to it,
26 shall not be offered to be evidence of, any presumption, concession, or admission by
27 any of the Defendants of the truth of any fact alleged by the Plaintiffs or the validity of
28 any claim that had been or could have been asserted in the Action or in any litigation,
or the deficiency of any defense that has been or could have been asserted in the
Action, or of any liability, negligence, fault, or wrongdoing of the Defendants; or any
admission by the Defendants of any violations of, or failure to comply with, the
Constitution, laws or regulations; and shall not be offered or received against the
Defendants as evidence of a presumption, concession, or admission of any liability,
negligence, fault, or wrongdoing, nor shall it create any substantive rights or causes of
action against any of the parties to this Agreement, in any other civil, criminal, or
administrative action or proceeding, other than such proceedings as may be necessary
to effectuate the provisions of this Agreement; provided, however, that if this
Agreement is approved by the Court, Defendants may refer to it and rely upon it to
effectuate the liability protection granted them hereunder.

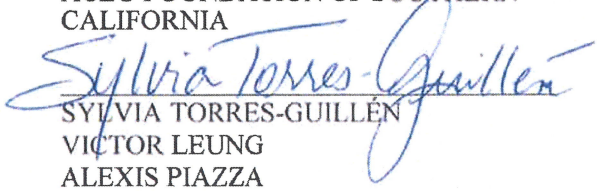
1 **XX. Additional Provisions**

- 2 **A.** This Agreement, and the obligations incurred herein, shall be in full and final
3 disposition of the Action with prejudice, including any and all Settled Claims against
4 Defendants. On the Effective Date of Settlement, Plaintiffs and Class Members shall
5 be deemed to have fully, finally, and forever released, relinquished, and discharged
6 Defendants of and from any and all Settled Claims in accordance with Section II of the
7 Agreement.
- 8 **B.** All of the exhibits attached hereto are hereby incorporated by reference as though fully
9 set forth herein.
- 10 **C.** This Agreement may not be modified or amended, nor may any of its provisions be
11 waived except by a writing signed by all parties hereto or their successors-in-interest.
- 12 **D.** The waiver by one party of any breach of this Agreement by the other party shall not
13 be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14 **E.** This Agreement and its exhibits constitute the entire agreement among the Parties
15 hereto concerning the Settlement of the Action, and no representations, warranties, or
16 inducements have been made by any party hereto other than those contained and
17 memorialized in such documents.
- 18 **F.** This Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them shall be deemed to be one and the same instrument
20 provided that counsel for the parties to this Agreement shall exchange among
21 themselves original signed counterparts.
- 22 **G.** This Agreement shall be binding upon, and inure to the benefit of, the successors and
23 assigns of the parties hereto.
- 24 **H.** This Agreement shall not be construed more strictly against one party than another
25 merely by virtue of the fact that it, or any part of it, may have been prepared by
26 counsel for one of the parties, it being recognized by the Parties that this Agreement is
27 the result of negotiations between the Parties and that all parties have contributed
28 substantially and materially to the preparation of this Agreement.
- I.** All counsel and any other person executing this Agreement and any of the exhibits
 hereto, or any related settlement documents, warrant and represent that they have the
 full authority to do so and that they have the authority to take appropriate action
 required or permitted to be taken under the Agreement to effectuate its terms.
- J.** Plaintiffs' Counsel and Defendants' Counsel agree to cooperate fully with one another
 in seeking Court approval of this Agreement and to promptly agree upon and execute
 all such other documentation as may be reasonably required to obtain final approval
 by the Court of the Settlement.


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ATTORNEYS FOR PLAINTIFFS:

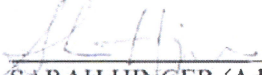
Dated: July 9, 2019

ACLU FOUNDATION OF SOUTHERN CALIFORNIA

SYLVIA TORRES-GUILLEN
VICTOR LEUNG
ALEXIS PIAZZA
Attorneys for Plaintiffs


Dated: July 9, 2019

ACLU FOUNDATION OF NORTHERN CALIFORNIA

CHRISTINE P. SUN
LINNEA L. NELSON
Attorneys for Plaintiffs


Dated: July 9, 2019

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

SARAH HINGER (Admitted *Pro Hac Vice*)
Attorney for Plaintiffs

Dated: July 9, 2019

ACLU FOUNDATION OF SAN DIEGO AND IMPERIAL COUNTIES

DAVID LOY
MELISSA DELEON
Attorneys for Plaintiffs

Dated: July 9, 2019

SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

MOE KESHAVARZI
ANDREA N. FEATHERS
Attorneys for Plaintiffs

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NATIONAL CENTER FOR YOUTH LAW

Dated: July 9, 2019



MICHAEL HARRIS
Attorney for Plaintiffs

PLAINTIFFS:

Dated: July __, 2019

Corey Jackson on behalf of Sigma Beta Xi, Inc.,
Plaintiff

Dated: July __, 2019

[REDACTED], aka "Andrew M."
Plaintiff

Dated: July __, 2019

[REDACTED], aka "Denise M."
Next of Friend for Andrew M.

Dated: July __, 2019

[REDACTED], aka "Jacob T."
Plaintiff

Dated: July __, 2019

[REDACTED], aka "Heather T."
Next of Friend for Jacob T.

Dated: July __, 2019

[REDACTED], aka "J.F."
Plaintiff

Dated: July __, 2019

Cindy McConnell
Next of Friend for J.F.

NATIONAL CENTER FOR YOUTH LAW

1
2 Dated: July ___, 2019

MICHAEL HARRIS
Attorney for Plaintiffs

3
4 **PLAINTIFFS:**

5
6 Dated: July 3, 2019

Corey Jackson on behalf of Sigma Beta Xi, Inc.,
Plaintiff

7
8 Dated: July 3, 2019

[Redacted] *Andrew M.*
_____, aka "Andrew M."
Plaintiff

9
10 Dated: July 3, 2019

[Redacted] *denise M.*
_____, aka "Denise M."
Next of Friend for Andrew M.

11
12 Dated: July 3, 2019

[Redacted] *Jacob T.*
_____, aka "Jacob T."
Plaintiff

13
14 Dated: July 3, 2019

[Redacted] *Heather T.*
_____, aka "Heather T."
Next of Friend for Jacob T.

15
16 Dated: July 8, 2019

[Redacted] *J.F.*
_____, aka "J.F."
Plaintiff

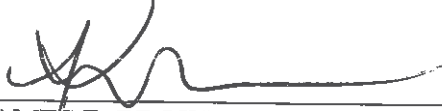
17
18 Dated: July 8, 2019

Cindy McConnell
Cindy McConnell
Next of Friend for J.F.

1 **ATTORNEYS FOR DEFENDANTS:**

2 OFFICE OF COUNTY COUNSEL FOR THE
3 COUNTY OF RIVERSIDE

4 Dated: July 24, 2019

5 
6 JAMES E. BROWN
7 KELLY A. MORAN
8 Attorneys for Defendants


9 **DEFENDANTS:**

10 Dated: July __, 2019

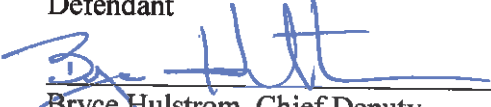
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12 Chairman, Supervisor Kevin Jeffries
13 Board of Supervisors on behalf of the
14 County of Riverside
15 Defendant

16 Dated: July 24, 2019

17 
18 Mark Hake, Chief
19 Riverside County Probation Department
20 Defendant

21 Dated: July 24, 2019

22 
23 Bryce Hulstrom, Chief Deputy
24 Riverside County Probation Department
25 Defendant

1 **ATTORNEYS FOR DEFENDANTS:**


2 OFFICE OF COUNTY COUNSEL FOR THE
3 COUNTY OF RIVERSIDE

4 Dated: July __, 2019

5 _____
6 JAMES E. BROWN
7 KELLY A. MORAN
8 Attorneys for Defendants

9 **DEFENDANTS:**

10 Dated: July 23, 2019

11 
12 _____
13 Chairman, Supervisor Kevin Jeffries
14 Board of Supervisors on behalf of the
15 County of Riverside
16 Defendant

17 Dated: July __, 2019

18 _____
19 Mark Hake, Chief
20 Riverside County Probation Department
21 Defendant

22 Dated: July __, 2019

23 _____
24 Bryce Hulstrom, Chief Deputy
25 Riverside County Probation Department
26 Defendant

27
28
ATTEST:
KECIA R. HARPER, Clerk
By  DEPUTY

EXHIBIT A



**YOUTH ACCOUNTABILITY TEAM (YAT) - CONTRACT
VOLUNTARY NON-COURT ORDERED PROGRAM OF SUPERVISION
Welfare and Institutions Code section 654**

CID:	(auto populated)
Youth's Name:	

The police said you (auto populated insert code and description of alleged offense). You have talked with your lawyer about the YAT Program. You agree to participate. This contract lists what you are expected to do while you are in the Program. It lists the goals you agree to work on. It also lists the help you can expect from Team members.

Strength(s) that can help me to meet my goals:

I am good at _____

Things I can use help with: _____

GOALS:

GOAL: Improve school attendance <i>(for example)</i>		
<u>Responsible Person:</u>	<u>Support/Assignment:</u>	Projected Goal End Date: Goal End Date:
Probation Officer (for example)	Give bus tickets (for example)	

GOAL:		
<u>Responsible Person:</u>	<u>Support/Assignment:</u>	Projected Goal End Date: Goal End Date:

GOAL:		
<u>Responsible Person:</u>	<u>Support/Assignment:</u>	Projected Goal End Date: Goal End Date:



PROGRAM RULES

1. Follow the law (example: do not use or have drugs or alcohol).
2. Attend meetings with YAT team when you are asked to.
3. Work on your personal goals.
4. Tell a YAT team member if you move or get a new phone number.

Additional Rules:

YOUTH AGREEMENT

I helped write my goals with my Probation Officer and lawyer. I understand YAT will give me help to meet my goals. I agree to be in the YAT Program for _____ months (no more than six months). My Probation Officer can end my time in YAT sooner if they believe I have met my goals. I understand why the Probation Officer is asking me to be in YAT. I understand the YAT Program Rules.

I understand my YAT Probation Officer may visit me at home. I understand my YAT Probation Officer will let my parent/guardian know at least 48 hours before a meeting. I also understand my parent/guardian can agree to let my YAT Probation Officer come to my home sooner. I also agree that other YAT team members may come to my home if my parent/guardian and my attorney agree to let them.

Print Youth's Name: _____

Youth's Signature: _____ **Date:** _____

Witnessed by Youth's Lawyer: _____ **Date:** _____

Print Youth's Lawyer's Name: _____

PARENT/GUARDIAN AGREEMENT

I agree to the YAT Program rules. I understand the YAT Program is voluntary and my child and I can stop participating at any time. I agree that auto populated (name) will be in the YAT Program for _____ months (no more than six months). If the Probation Officer believes that (name) has met their goals sooner, the Probation Officer may end the contract sooner. I agree to help my child meet their goals. I also agree to come with auto populated (name) for meetings, educational programs, and/or counseling.

I understand the YAT Probation Officer may visit my child and me at home. I understand the YAT Probation Officer will let me know at least 48 hours before the meeting. I also understand I can agree to meet them at my home sooner if I want to. I understand I can also ask (youth's) lawyer to be there for any meeting with the YAT Probation Officer. I also agree that other YAT team members may come to my home if I and my child's attorney agree to let them.

Parent/Guardian: _____ **Date:** _____

Print Parent/Guardian's Name: _____



Interpreted By: _____ Date: _____

Print Interpreter's Name: _____

PROBATION OFFICER AGREEMENT

I helped create the goals with (youth) and their attorney. I agree to support (youth) and to help them meet their personal goals.

Probation Officer: _____ Date: _____

Print Probation Officer's Name: _____

Copy given to youth: Yes No

Date: _____

Copy given to parent/guardian: Yes No

Date: _____

EXHIBIT B

**Training Plan for the Riverside County Probation Department’s YAT Program,
or Any Other Non-Court Ordered Supervision Program**

The following training plans will promote culture and practice improvements for probation officers working with youth and families involved in the YAT program or any other non-court ordered supervision program. Through the training provided, probation officers will learn the best practices in diversion, including maximizing (non-status) diversion without net-widening. The training will also focus on positive youth development and family-centered practices that promote equity.

Training outcomes can be improved with the instructors’ understanding and consideration of the Department’s current culture and practices, as well as policy and practice changes currently being implemented as part of the Department’s restructuring of the YAT Program.

This training plan incorporates the time to develop that understanding and to help cultivate relationships and trust going into the training. This plan outlines costs of individual trainings that could be repeated based on the numbers of staff trained. Not included in the plan are costs associated with room rental, food or refreshments, printed hand-outs, audio-visual equipment costs or rentals. This plan assumes that the Department will use their own facilities and resources for these items.

Consultants will work with the County to have the trainings Standards and Training for Corrections (STC) certified. They will consist of two 8-hour blocks of initial instruction for all probation officers assigned to juvenile intake, YAT, and any other non-court ordered supervision program. The training will be conducted from 8 am until 5 pm, with at least an hour for lunch and appropriate breaks for adult learners. Consultants will also work with the County to have the Refresher courses Standards and Training for Corrections certified. Refresher courses will consist of 4-hour blocks of instruction for probation officers assigned to juvenile intake, YAT, and any other non-court ordered supervision program. They will be completed annually each year following the initial training. The refresher courses shall also include the appropriate breaks for adult learners.

The Probation Department’s Staff Development Unit will work with Scott MacDonald and Naomi Goldstein to assist with the STC Certification Process. If for any reason the courses outlined below cannot be STC certified, the Probation Department guarantees that such courses will still be provided to staff as detailed in the Settlement Agreement and Scott MacDonald and Naomi Goldstein will continue to be compensated as set forth below.

Deliverable	Details		Provider	Cost
Training Prewrite	In relationship to juvenile intake, YAT, and any other non-Court ordered supervision program, assessing current culture and practice includes	Up to 3 days	Scott MacDonald	Cost will be incorporated into monitoring-

	document review, process and program review, phone and on-site consultation with key leaders, managers and supervisors designated by the department.			
Advancing Probation Practice Training	Full day training of up to 50 people. Trainings can be replicated based on numbers trained.	1 day	Scott MacDonald	\$1,400
Travel time and prep	Each site visit may include two days in prep and time to get to trainings.	2 days	Scott MacDonald	\$2,800
Expenses	Expenses include up to two nights hotel, training, air travel, car rental, meals. (conservative estimate, actual expenses will be claimed). Supplies and printing.		Scott MacDonald	\$1,500
Debrief memo	Advancing Probation Practice training includes an activity using the control vs assistance model and self-audit. The outcomes of this practicum will provide useful information on staff culture and readiness to implement system improvements, along with detail on recommended improvements elicited from staff. Time includes analysis from data accumulated from staff and a report.	Up to 2 days	Scott MacDonald and Associate data analyst	\$2,800
			<u>Subtotal for Scott MacDonald</u>	\$8,500
Adolescent Development Training	Full day training up to 150 people.	1 day	Naomi Goldstein	\$3,500
Travel time	Two days of travel to and from the East Coast.	2 days	Naomi Goldstein	\$3,000

Expenses	Meals, lodging, air travel, ground transport, and supplies/copying.		Naomi Goldstein	\$4,300
			<u>Subtotal for Naomi Goldstein</u>	\$10,800
			Total	\$19,300
	For each additional back to training day for Scott Macdonald, including up to \$500 for hotel, meals, car rental.		Scott MacDonald	\$1,900 or \$2,400 if separate flight is necessary

Training 1: Engaging Youth for Better Probation Outcomes (Dr. Naomi Goldstein)

Involving youth is an essential component of probation. Promoting positive youth development will require that probation and youth justice systems embrace cutting-edge research on adolescent development. The morning session will summarize this research and its implications for improving probation practice.

Adolescent Development (4 hours)

This segment provides an overview of brain science and adolescent development research. Staff will learn about unique cognitive, emotional, and psychosocial factors in youth that affect involvement in delinquent behaviors and youths' capacities to fulfill court conditions and rules of probation. Participants will learn about developmentally appropriate practices for motivating youth towards behavior change, with a specific focus on probation case management strategies that are grounded in research.

Implications for Probation Practice (3.5 hours)

To be effective, probation practices should align with principles of adolescent development and utilize a strength-based, developmentally sound approach that builds upon community connections, positive peer culture, and family engagement. This segment shares principles of positive youth development and how they can be integrated into probation.

Reflections from the Day: (30 minutes)

What are take-aways from today's presentation and one idea you will implement in your work?
 What actions or policy changes would you recommend in your department to better incorporate the concepts learned today.

Training 2: Advancing Probation Practice (Scott MacDonald)

Training size 18-50 maximum

Training can be tailored to line, supervisor, and management staff together or separately.

This training will provide an overview of effective probation practices currently being advanced in the field that are grounded in research and value-based approaches that increase youth motivation and engagement, better incorporate families and community, and promote equity. Also, it will include discussions regarding the necessity of culture and practice shifts. The goal of the training is to leave participants with the

encouragement, motivation and concrete ideas to improve their professional practices to help the youth, families and communities they serve.

Why Transformation? (2 hours)

The morning session discusses the important role probation plays as the most commonly used disposition; provides an overview of the problems and challenges facing most juvenile probation systems; highlights how current practice often is inconsistent with adolescent development research and lags in addressing racial disparities; and offers some guiding principles for getting it right. A particular focus on right sizing the system that included two pillars: minimizing the unnecessary footprint of the justice system, consistent with the “risk principle” and ensuring that probation officers are reallocating time on the appropriate youth with higher severity and need to ensure success on probation. This segment will also present the juvenile justice “highway” to present a system portrayal of the opportunities to avert further system involvement (offramps) or deepen involvement (onramps) and the role in actively creating successful pathways away for the justice system.

Components of Probation Transformation (1.5 hours)

This segment summarizes and outlines some of the key components to improving probation practice, including:

- the overrepresentation of youth of color (YOC) and the need for race equity and inclusive practice in youth justice;
- the adolescent brain, adolescent development, implications for probation practice and Positive Youth Justice (this segment will be a short review of key components of training provided by Dr. Goldstein to avoid duplication, but provide context).
- family engagement, inclusion and family-centered practice and;
- the vision of a community-centered and inclusive approach to probation.

Value Cloud (15 minutes)

Participants identify the values a probation department and probation officer should hold.

Value Discussion (15 minutes)

At their tables, participants discuss the top five values identified through the cloud exercise, considering the purpose of probation and how these values speak to the purpose of probation?

Probation Scenarios (15 minutes)

On their own, participants review two scenarios (an new probation case and a probation violation) and consider how they would respond based on their respective department’s current practices or approaches.

Assessing Probation Practice, Outcomes and Culture (1.25 hours)

This segment presents and proposes metrics for probation. Also, it covers the control vs. assistance paradigm and discusses why examining probation culture is essential to probation improvement.

Control Assistance Activity (1.5 hours)

On their own, participants assess their own department’s practices using components of the control vs. assistance assessment tool. Then participants discuss with their table thoughts about practices that should be stopped, started or refined.

Reflections from the Day (30 minutes)

What are take-aways from today’s presentation and what actions and next steps will be taken?

EXHIBIT C

**Monitoring Plan for the Riverside County Probation Department's YAT Program,
or Any Other Non-Court Ordered Supervision Program
Scott MacDonald and Naomi Goldstein**

Scope and Deliverables

- Monitoring duties will begin as of the Effective Date of the Settlement Agreement and terminate when all obligations under the Settlement Agreement are met pursuant to the Agreement. The Agreement is anticipated to remain in effect for five years.
- Review written policy and practice changes and provide feedback to the County prior to completing annual progress reports.
- On site observation (3 visits to assess compliance with terms of the Settlement Agreement). This could include attending the annual JJCC meeting or more frequently depending on how often they meet.
- For YAT and any other non-court ordered supervision programs, review and assess the Probation Department's practices that help reduce racial disparities and ensure that youth rights are protected.
- Compliance assessments to ensure that the terms of the settlement agreement are being implemented, through periodic data review; on-site observation; and interviews, which could include staff, family members, and youth.
- Periodic review of any RFP related to the distribution of funds as outlined in Section XII of the Settlement Agreement prior to publication to ensure that the RFP is designed to address the goals and purposes of the Settlement Agreement.
- Prepare and complete an annual progress report, due on or before July 1st each year beginning July 1, 2020. Includes review of all county data and narrative reports, observations and findings from site visits and interviews with staff, youth, and system partners.

Annual costs will include:

Scott MacDonald

12 days: 1 day per month, includes phone calls and discussion with Riverside County Probation Department staff; providing review and recommendations on written policy, practices, and data reports; and preparation for site visits.

9 days: 3 site visits at up to 3 days each, to include on-site review and meetings with administrative, supervisor and line staff, consumers, and partners.

8 days: Prepare and complete annual progress report. Includes reviewing all county data, narrative reports, observation and findings from site visits and interviews with staff, youth, and system partners.

Total 29 days Scott MacDonald, JustSolve Inc. @ \$175 per hour = \$40,600

Expenses: \$3,000 covers meals, lodging, air travel, and ground transport for 3 site visits.

Total time and expenses per year = \$43,600.

Naomi Goldstein

12 days: 1 day per month includes phone calls and discussion with Riverside staff, review and feedback on written policy, practices, data reports, preparation for site visits.

12 days = \$24,000

2 days: one site visit per year for 2 days. On site review and discussion. Meeting with administrative, supervisor and line staff, consumers, and partners. (For cost effectiveness, the two days will be immediately before/after the trainings)

2 days = \$4,000

8 days: preparation and completion of annual progress report. Includes review of all county data and narrative reports, observation and findings from site visits and interviews with staff, youth, and system partners.

8 days = \$16,000

Total time and expenses per year = \$44,000

Total Annual Monitoring Costs: \$87,600

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT ABOUT THE RIGHTS OF YOUTH INVOLVED IN THE RIVERSIDE COUNTY YOUTH ACCOUNTABILITY TEAM (“YAT”) PROGRAM

This notice is about a proposed settlement of a class action lawsuit against Riverside County involving alleged violations of the rights of youth who have been involved in the Youth Accountability Team (“YAT”) program run by the Riverside County Probation Department.

If you were ever referred to the YAT program, this proposed settlement may affect your rights.

ABOUT THE LAWSUIT:

On July 1, 2018, three youth living in Riverside County and a youth-mentoring organization filed this class action lawsuit, named *Sigma Beta Xi, Inc. v. County of Riverside*. The lawsuit challenges the constitutionality of the Youth Accountability Team (“YAT”) program, a juvenile diversion program run by Riverside County (the “County”).

The lawsuit raised numerous concerns over the penalties imposed on children accused of certain actions like school misbehavior. The lawsuit alleged that the YAT program had placed thousands of children on onerous YAT probation contracts on the basis of common teenage behavior, including for children’s “persistent or habitual refusal to obey the reasonable and proper orders or directions of school authorities” under California Welfare & Institutions Code (WIC) Section 601(b). The lawsuit further alleged that the YAT program violated children’s due process rights by failing to give them adequate notice of their rights and failing to provide them with counsel. The lawsuit further alleged that the program imposed intrusive and unconstitutional contract terms that allowed officers to search children in violation of their rights to be free from unreasonable search and seizure and imposed supervision conditions that restricted their expressive and associational rights. The lawsuit also alleged that the YAT program’s referral practices led to racial disparities.

The lawsuit primarily requested declaratory and injunctive relief, as well as nominal damages and Plaintiffs’ costs and attorneys’ fees. The lawsuit requested that the court:

- declare Section 601(b) WIC, as well as the County’s application of Section 601 WIC, to be unconstitutionally vague and prohibit the County from enforcing Section 601 WIC in the future;
- declare that the County’s placement of children on YAT probation without providing adequate notice and under coercive conditions to violate due process;
- prohibit the County from placing children on YAT contracts without due process of law and without providing access to an attorney;
- declare the County’s searches of homes, belongings, and persons and drug testing to violate children’s rights to be free from unreasonable searches;
- prohibit the County from conducting similar searches in the future;
- declare that the County had violated children’s free speech and associational rights by prohibiting children from associating with anyone not approved of by the County;

- prohibit the County from prohibiting children placed on YAT from associating with others not approved of by the County;
- declare that the County's operation of the YAT program has a significant adverse impact on Black and Latinx children in violation of California Government Code section 11135;
- prohibit the County from continuing to operate YAT program in a way that violated California Government Code section 11135; and
- award nominal damages in the amount of one dollar for each violation of Plaintiffs' constitutional rights and also Plaintiffs' costs and attorneys' fees.

The County denies any and all allegations of wrongdoing.

Plaintiffs filed this case in the United States District Court in the Central District of California on July 1, 2018. On November 19, 2018, the Court held an initial scheduling conference, setting August 5, 2019 as the last date to conduct a settlement conference, which the court later extended to September 4, 2019. After conducting an extensive series of settlement conferences, the parties have reached a settlement of the claims. This notice provides details of that settlement.

THE PARTIES:

Plaintiffs in this case are three youth who represent a class of youth and a youth-mentoring organization in Riverside County.

You are a member of the "plaintiff class" if you were ever referred to the YAT program under California Welfare & Instructions Code (WIC) Section 601. You can be a class member even if you were never placed on a YAT contract. "Section 601" usually includes behavior that is a "status offense," meaning that it's only an offense if done by someone under the age of 18. Examples of that kind of "offense" are being defiant to your teachers or parent, or truancy or curfew violations. If you were referred to the YAT program by your school, you may have been referred for a "Section 601" offense. If you don't know if you are a class member, you can contact [XXX]

Sigma Beta Xi, Inc., is a non-profit community-based organization that provides mentoring and leadership development services to children of color in Riverside County.

The defendants in this case are the County of Riverside, Chief Probation Officer for the Riverside County Department of Probation Mark Hake, and Deputy Chief Probation Officer for the Riverside County Department of Probation Bryce Hulstrom. The individual defendants are sued only in their official capacities.

ABOUT THE SETTLEMENT:

The following is only a summary of the provisions of the settlement. The written agreement between the parties has the full terms of the proposed settlement that was preliminarily approved by the Court. There are instructions below if you want more information about this settlement, including a copy of the complete agreement. The settlement is for non-monetary relief only, which means that the parties are agreeing Riverside County will stop certain actions, continue

other certain actions that they already take, and will take certain additional actions to ensure compliance with children’s rights and to address the claims in the lawsuit. The settlement does not entitle you or any member of the Plaintiff Class to money damages (which means a cash payment).

THE CONTENTS OF THE SETTLEMENT:

The proposed settlement covers the following areas:

1. Plaintiff Class Releases

The Plaintiff Class will release all claims for declaratory or injunctive relief that were brought on behalf of Sigma Beta Xi, Inc. or the Class based on the allegations and claims outlined above.

2. Individual Injunctive Relief

- a. The County will immediately end the YAT program for certain youth.** Effective the date of the fully executed Settlement Agreement, the Probation Department shall end the YAT contract and/or consequence agreement for any youth referred to the program under Section 601 WIC and immediately notify all youth and their parent or guardian of the end of the YAT contract.
- b. The County will seal and destroy YAT case files for certain youth.** Within 180 days of the Date of Settlement, the Probation Department shall:
 - i. seal and destroy the YAT case files for youth who were referred or placed on a YAT contract without an application for a petition;
 - ii. seal and destroy the YAT case files for youth who were referred or placed on a YAT contract through application for a petition under the jurisdiction of Section 601 WIC, subject to the Probation Department’s two-year records retention policy; and
 - iii. maintain or seal the YAT case files for youth who were referred or placed on a YAT contract through application for a petition under the jurisdiction of Section 602 WIC in accordance with Welfare & Institutions Code § 781 and § 786.5. The parties shall file a joint application to the Presiding Judge of the Riverside County Juvenile Court, requesting that the court seal all juvenile case files that would be eligible for sealing in accordance with Welfare & Institutions Code § 781 and § 786.5.
- c. The County will provide defense counsel to all youth currently on a YAT contract.** The parties shall file a joint application to the Presiding Judge of the Riverside County Juvenile Court, requesting that the court appoint counsel for youth in all YAT-related cases.

3. Class-Wide Injunctive Relief

- a. **The County will no longer accept referrals to the YAT program under Section 601 WIC.** Youth who have allegedly committed an offense under Section 601 WIC or engaged in other non-criminal behavior (such as breaking school rules) will not be placed on a YAT contract or consequence agreement. In addition, for youth that have allegedly committed certain minor offenses under Section 602 WIC (for example, possession of cigarettes), there shall be a presumption that such youth will not be placed on a YAT contract or consequence agreement.
- b. **The County will provide defense counsel to all youth referred to YAT.** Youth will consult with defense counsel, at no expense to the youth or family, before meeting with the Probation Department. If the youth elects to participate in the YAT program, the counsel will continue to advise the youth throughout the youth's participation in the YAT program.
- c. **The County will provide robust notice to youth and their guardians.** The County will provide several categories of information in writing to ensure youth can make a knowing, voluntary, and informed decision about whether to participate in the YAT program and at other critical stages.
- d. **The County will provide training and guidelines to ensure the reliability of its risk assessment tool.** The County uses a risk assessment tool to determine which youth should be on the YAT Program. The County will provide training each year to staff who use that risk assessment tool and their supervisors.
- e. **The County will use YAT contracts that provide better notice, focus more on positive development, and exclude allegedly unconstitutional terms.** YAT contracts will provide written information about the charges or allegations made against the youth, identify a jointly-created list of supports to meet the specific needs of the youth, and exclude terms prohibiting the youth from associating with others or related to searches of the youth.
- f. **The County will limit its collection, creation, and retention of records that include information about youth.** The County will not collect or maintain information about youth who do not fall under Section 601 or 602 WIC, and the County will narrowly limit the information it maintains for youth who fall under Section 601 WIC.
- g. **The County will regularly collect and analyze data around the referrals, participation, and outcomes for youth who are placed into the YAT program.** The County will disaggregate all data to show any disparities by race / ethnicity, gender, age at time of alleged offense, and foster youth status. The County will publish a written, publicly available report each year sharing its analysis of this data.

- h. The County will implement a mandatory training plan for all YAT personnel.** Two experts will lead annual trainings and use research-based practices to emphasize engaging youth for better probation outcomes and best probation practices to increase youth motivation and engagement, to better incorporate families and community, and to promote equity.
- i. The County will add additional community representatives to the Juvenile Justice Coordinating Council (“JJCC”).** In addition to the JJCC’s statutory duties of overseeing and distributing funding for County programs, the JJCC will have additional responsibilities regarding community feedback and the new training and data reports provided under the Settlement. Community representatives will make up at least 45% of the JJCC.
- j. The County will increase the amount of funds it directs to community organizations that provide services to youth.** Starting in 2020-2021, the County will provide a minimum of \$1.4 million annually for five years to community service providers, subject to a request for proposal process and review by the JJCC.
- k. The County will provide information to Plaintiffs’ counsel, and the parties will jointly appoint two experts as third-party monitors, to ensure compliance with the settlement.**

4. Attorneys’ Fees and Costs

The Court will be asked to award Class Counsel \$_____ in statutory attorneys’ fees and litigation costs. The Court can award less than that amount, but not more.

5. Continuing Jurisdiction of the District Court

The Court will retain jurisdiction to oversee compliance with the settlement agreement, enforce the agreement’s terms, and hear any disputes that cannot be informally resolved by a dispute resolution process set forth in the settlement agreement.

IF YOU WANT MORE DETAILS:

There is a group of lawyers, **Sigma Beta Xi Plaintiffs Class Counsel**, representing Plaintiffs and the Plaintiff Class in this case. You can get a list of these lawyers and a copy of the settlement agreement from the following website: [\[\]](#)

You can get an easy-to-read version of the settlement agreement at this website: [\[\]](#)

To ask questions about the settlement of this case, you can:

[\[\]](#)

IF YOU DO NOT OBJECT TO THIS SETTLEMENT AND THE ATTORNEYS' FEES:

You do not have to do anything.

IF YOU OBJECT TO THIS SETTLEMENT OR THE ATTORNEYS' FEES:

You must mail a statement explaining why you object to the settlement or the attorneys' fees. The deadline is **11**, 2019. Please be sure to include your name, address (if available), telephone number (if available), your signature, a reference to this settlement or the case (*Sigma Beta Xi, Inc. v. County of Riverside*), the portions of the settlement to which you object, and the reasons you object. Mail your objection to:

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Sigma Beta Xi Plaintiffs Class Counsel will provide your objection to the federal judge assigned to this matter, the Honorable Jesus G. Bernal, and to Defendants' Counsel. You must mail your objection by the above deadline; you cannot object to this settlement after the deadline has passed. Even if you object, you do not have the ability to "opt out" of this settlement if the Court approves it.

HEARING REGARDING FINAL APPROVAL OF THIS SETTLEMENT:

The Court will also hold a hearing about this settlement on **11**, 2019. The hearing date could change. Please check any of the websites listed above close to the date of the hearing for information about any possible change in the hearing date. The Court gets to decide whether to allow members of the Plaintiff Class who timely served objections to this settlement to speak at the hearing.

The address for the court is:

George E. Brown, Jr. Federal Building and United States Courthouse
Courtroom 1
3470 Twelfth Street Riverside, CA 92501-3801

You can get more details about the hearing from the places listed above.

**NOTICE OF CLASS ACTION SETTLEMENT
ABOUT THE
RIVERSIDE COUNTY YOUTH ACCOUNTABILITY TEAM (“YAT”) PROGRAM**

Have you ever been referred to Riverside County’s informal probation program called Youth Accountability Team (“YAT”)? Have you ever signed a YAT contract?

If so, there is a lawsuit that might affect you. The lawsuit claims the program was unconstitutional and violated your rights.

Last year, three youth and a youth-mentoring organization filed the lawsuit. The lawsuit is called *Sigma Beta Xi, Inc. v. County of Riverside*. The lawsuit was filed in a federal court in Riverside County. The lawsuit claimed the County had placed unfair and illegal penalties against youth for misbehaving at school. The judge agreed that the lawsuit would be a “class action,” on behalf of a large group of people who were ever referred to the YAT program or put on a probation contract through the YAT program. You may be one of those people.

The people involved in the lawsuit agreed on what changes need to happen and settled the lawsuit. If the judge thinks the settlement is fair and approves the settlement, you may have rights that you should know about. Before the Court approves the settlement, you can learn what was agreed to in the settlement, ask any questions you may have, and if you disagree with something, you can share your objections with the judge.

How do I know if I am a class member?

You are a member of the “plaintiff class” if were ever referred to the YAT program under California Welfare & Instructions Code section 601. You can be a class member even if you were never placed on a YAT contract.

“Section 601” usually includes behavior that is a “status offense,” meaning that it’s only an offense if done by someone under the age of 18. Examples of that kind of “offense” are being defiant to your teachers or parent, or being truant in school, or violating curfew. If you were referred to the YAT program by your school, you may have been referred for a “Section 601” offense.

What is the settlement about?

The proposed settlement is for injunctive relief. This means that Riverside County will have to make important changes to the YAT program that were identified in the lawsuit and do some things differently to protect youth’s rights. For example, the County will no longer accept referrals from schools to the YAT program for anything under section 601. As another example, the County will now make sure youth have a lawyer before they have to agree to anything in the YAT program. The settlement is for non-monetary relief and does not give any class member any money. The settlement does pay the plaintiffs’ lawyers for the costs related to the lawsuit and for the fees charged by the plaintiffs’ lawyers for their time spent on the lawsuit.

How can I learn more?

To learn more, go to: <<>>

What can I do?

- If you have a question about the settlement, you can <<>>.
- If you agree with the settlement and the attorneys' fees, you do not have to do anything.
- If you object to (meaning that you disagree with) the settlement or attorneys' fees, you must mail a statement explaining why you object to <<>> by this date <<>>. Class counsel will give your objection to the federal judge assigned to this matter, the Honorable Jesus G. Bernal.
- If you want to go the Court's hearing about the settlement, you can go to the hearing on <<>> at George E. Brown, Jr. Federal Building and United States Courthouse, Courtroom 1, 3470 Twelfth Street Riverside, CA 92501-3801. Only class members who file a written statement by the deadline above can speak at the hearing. Because the hearing date could change, please check the website listed above for updates.

**CLASS ACTION SETTLEMENT
IN LAWSUIT AGAINST RIVERSIDE COUNTY
CHALLENGING THE YOUTH ACCOUNTABILITY TEAM (“YAT”) PROGRAM**

Have you ever been referred to Riverside County’s informal probation program called Youth Accountability Team (“YAT”)? Have you ever signed a YAT contract?

If so, there is a lawsuit that might affect you. The lawsuit claims the program was unconstitutional and violated your rights.

Last year, three youth and a youth-mentoring organization filed the lawsuit. The lawsuit is called *Sigma Beta Xi, Inc. v. County of Riverside*. The lawsuit was filed in a federal court in Riverside County. The lawsuit claimed the County had placed unfair and illegal penalties against youth for doing small misbehavior at school. The judge agreed that the lawsuit would be a “class action,” on behalf of a big group of people who were ever referred to the YAT program or put on a probation contract through the YAT program.

The people involved in the lawsuit agreed on what changes need to happen and settled the lawsuit. If the judge thinks the settlement is fair and helps the youth and approves the settlement, you may have rights that you should know about. Before the Court finally approves the settlement, you can check to see what was agreed to in the settlement. You can also ask any questions you may have, and if you disagree with something, you can share any objections with the judge.

To learn more, keep reading this notice.

What is the lawsuit about?

The lawsuit challenges the constitutionality of the Youth Accountability Team (“YAT”) program. The YAT program is an informal juvenile probation program run by Riverside County (the “County”).

The lawsuit talks about many concerns about the YAT program’s penalties for youth accused of only minor school misbehavior. For example, the lawsuit said:

- the County had thousands of youth sign YAT contracts for common teenage behavior, such as being “defiant” or truant in school;
- YAT contracts included illegal conditions, like home searches and “no association” terms that limited who you can hang out with;
- the County forced youth to sign YAT contracts and agree to whatever terms the Probation Department wanted; and
- youth of color were more likely to be referred to the YAT program.

The County denies it did anything wrong but has agreed to settle the lawsuit and make important changes to the YAT program.

Who is involved in the lawsuit?

The lawsuit was filed by three youth in high school who were put on YAT contracts and an organization in Moreno Valley that mentors youth. They are the “plaintiffs” in this lawsuit. All three youth were high school students in Riverside County when the lawsuit was filed. To protect the students, the youth filed the case using fake names or just their initials: Andrew M., Jacob T., and J.F. The name of the organization that mentors youth is Sigma Beta Xi, Inc.

The lawsuit is a class action. This means the three youth represent similar youth in Riverside County who have been sent to the YAT program or put on a YAT probation contract. The three youth are “class representatives” and represent “class members” in this lawsuit.

The lawsuit was filed against Riverside County and two people in the Riverside County Probation Department: Chief Probation Officer Mark Hake and Deputy Chief Probation Officer Bryce Hulstrom. They are the “defendants” in this lawsuit.

What is the lawsuit asking for?

The lawsuit asks the County to change its behavior to fix the concerns the plaintiffs have about the YAT program. For example, the lawsuit asks the County to:

- stop placing youth on YAT contracts for common teenager behavior, such as being “defiant” or truant in school;
- stop making youth sign YAT contracts that include conditions, like home searches and “no association” terms;
- give youth access to attorneys and information to tell them about what could happen if they do not join the YAT program

The lawsuit does not ask for money for the people or organization that filed the lawsuit or for any of the plaintiff class members. The lawsuit does ask the County to pay the plaintiffs back for the money spent to file the lawsuit and to pay the plaintiffs’ attorneys for the time they spent on the case.

Why is this a class action?

In a class action, one or more persons—called the “class representatives”—sue on behalf of a group of people who would complain about the same problem—the “class members.” One judge can decide how to fix the problem for class representatives and class members at the same time.

In this case, three youth who have been involved in the YAT program represent similar youth across Riverside County.

Who is in the class?

You are a member of the “plaintiff class” if you were ever referred to the YAT program under California Welfare & Instructions Code Section 601. You can be a class member even if you were never placed on a YAT contract.

“Section 601” usually includes behavior that is a “status offense,” meaning that it’s only an offense if done by someone under the age of 18. Examples of that kind of “offense” are being defiant to your teachers or parent, or truancy or curfew violations. If you were referred to the YAT program by your school, you were probably referred for a “Section 601” offense.

If you don’t know if you are a class member, you can contact [XXX]

What is a settlement?

A settlement means that both sides—the youth and the probation department—have agreed to fix problems in the lawsuit without a trial. If the parties can agree to a solution to the lawsuit, that can save a lot of time and money and get help to class members faster.

Because the settlement in this case fixes issues for class members who are not directly involved in the lawsuit, the Court must approve the settlement. The class representatives and their lawyers in this case think that the proposed settlement is fair to the class members and the parties in this case.

Are there lawyers representing you?

Yes. The Court approved a team of lawyers to represent the class representatives and class members, called “class counsel.” These are the lawyers that have been handling the lawsuit since it was filed on July 1, 2018. They include lawyers from the ACLU, the National Center for Youth Law, and the law firm called Sheppard Mullin.

You do not have to pay for any of the work the lawyers did on this lawsuit. These lawyers will not charge you or any other class members for their work on the lawsuit. The County will have to pay the lawyers once the judge approves the amount that the attorneys will be paid.

Only class counsel may act on behalf of the class. However, you may hire your own lawyer to give you advice. If you want to be represented by your own lawyer, you may hire your own lawyer and pay for the lawyer.

What does the settlement provide?

Under the proposed settlement, the County will make important changes to the YAT program. The settlement does not give the class representatives or class members any money. The

settlement does pay the plaintiffs' lawyers for the costs related to the lawsuit and for the fees charged by the plaintiffs' lawyers for their time spent on the lawsuit. In exchange, plaintiffs and class members agree to give up their rights to bring a different lawsuit in the future against the County for the problems raised about the YAT program in this lawsuit. The County agrees to pay two people to monitor what happens in the YAT program and to report to the Court about the YAT program for the next five years.

The proposed settlement makes important changes to the program for youth who have been or are currently involved in the YAT program and for youth who might be involved in the program in the future.

For youth who are currently in the YAT program, the County will:

- Immediately end the YAT program for youth referred under "Section 601" for behavior such as being defiant to your teachers or parents, or for school truancy or curfew violations;
- Seal and destroy YAT case files for certain youth so the youth don't have a record for having been in the YAT program before (see below for more information about whether your file will be sealed);
- Give a lawyer to all youth in the YAT program right now; and
- Limit the records the County makes or keeps about youth involved in the YAT program.

For youth who were in the YAT program in the past, the County will:

- Seal and destroy YAT case files for certain youth (see below for more information about whether your file will be sealed).

For youth who may be in the YAT program in the future, the County will:

- Not put youth in the YAT program for "Section 601" referrals for behavior such as being defiant to your teachers or parents, or being truant in school, or curfew violations;
- Give a lawyer to all youth before they have to meet with the Probation Department or anyone else on the YAT team;
- Give more information to youth and their parents or guardians about the YAT program;
- Give more training for staff who decide whether a youth should be in the YAT program;
- Use YAT probation contracts that identify the youth's goals and do not generally contain conditions such as home searches and "no association" terms that limit who you can hang out with;
- Limit the records the County makes or keeps about youth involved in the YAT program;
- Increase the number of community representatives on the Juvenile Justice Coordinating Council ("JJCC"), which oversees and distributes funds for County programs;
- Increase the money the County gives to community-based organizations to help youth, to at least \$1.4 million each year; and
- Give more training for YAT program staff.

How do I know if the County will end the YAT program for me?

As noted above, the YAT program will end immediately for youth who were referred for “Section 601” for conduct such as defiance, incorrigibility, truancy, or curfew violations. Under the settlement, the County will end the program for these youth on July 1, 2019. The County will send these youth and their parent(s) or guardian(s) a letter explaining that their YAT contract has ended.

How do I know if the County will seal and destroy my YAT case file?

It depends on whether a petition was received in your case and what the petition said:

- If no petition was ever received, the County will seal and destroy your YAT case file within 6 months of settlement;
- If a petition was received and claimed that your behavior broke “Section 601” the County will destroy your YAT case file after it has existed for at least two years; and
- If a petition was received claiming that your behavior broke other laws, the County may destroy your YAT case file in certain circumstances (for example, if you have turned 18).

Will I receive anything from the settlement?

The settlement makes important changes to the YAT program for youth who used to be on a YAT contract, are currently on a YAT contract, or who might be on a YAT contract in the future. However, the settlement does not provide monetary relief (meaning a cash payment) for plaintiffs or plaintiff class members.

What is the release of claims?

In exchange for the settlement, you release, or give up, the claims included in the lawsuit. This means that you will not be able to file a different lawsuit about the same issues. Instead, you agree that the settlement changes enough of the YAT program.

You are giving up the right to file a lawsuit about all claims for non-monetary relief that were brought on behalf of the plaintiffs and the class based on the allegations outlined above.

You are not giving up the right to file a lawsuit about other issues that you may have related to the County.

What will the Court’s role be after the settlement is approved?

As part of the settlement, the parties will ask the Court to keep the case. This way, the Court can make sure the County follows the settlement agreement.

How much will the lawyers be paid?

You will not be asked to personally pay any attorneys' fees to class counsel. Instead, the County will pay class counsel, after approval by the Court. The Court will be asked to award class counsel \$1 million. The Court can award less than that amount, but not more.

What can I do about the settlement?

- If you have a question about the settlement, you can <<>>.
- If you agree with the settlement and the attorneys' fees, you do not have to do anything.
- If you object to (meaning that you disagree with) the settlement or attorneys' fees, you must mail a statement explaining why you object to <<>> by this date <<>>. Class counsel will give your objection to the federal judge assigned to this matter, the Honorable Jesus G. Bernal.
- If you want to go the Court's hearing about the settlement, you can go to the hearing on <<>> at George E. Brown, Jr. Federal Building and United States Courthouse, Courtroom 1, 3470 Twelfth Street Riverside, CA 92501-3801. Only class members who file a written statement by the deadline above are eligible to speak at the hearing. Because the hearing date could change, please check the website listed below for updates.

Are there more details about the settlement?

Yes. To learn more, go to: <<>>