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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN JOAQUIN**

12 WALTER HIXSON and ANDREA HIXSON,
13 Plaintiffs,
14
15 v.
16 CHRIS HOPE, Chief Probation Officer,
County of San Joaquin,
17 Defendant.

CASE NO. CV 029154
[PROPOSED] CONSENT DECREE

18
19 **INTRODUCTION**

20 1. On April 26, 2006, Plaintiffs Walter Hixson and Andrea Hixson (“Plaintiffs”)
21 brought this action as taxpayers for injunctive and declaratory relief pursuant to California Code
22 of Civil Procedure sections 525, 526 and 1060.
23 2. Plaintiffs’ complaint alleged that conditions in the San Joaquin County Juvenile
24 Hall (the “Juvenile Hall” or the “Hall”) violated state statutory, constitutional and regulatory law
25 in manners set forth in seven causes of action: (1) Illegal Endangerment of Physical Safety; (2)
26 Illegal Living Conditions; (3) Illegal Conditions in Segregation Unit; (4) Illegal Conditions of
27 Medical Care; (5) Illegal Conditions of Mental Health Care; (6) Illegal Failure to Fulfill Duties
28 of Education and Rehabilitation; and (7) Illegal Failure to Provide for Redress of Grievances.

1 3. The action was directed against Defendant Chris Hope (“Defendant”), who as the
2 Chief Probation Officer of San Joaquin County is designated by state statute as operator of the
3 Juvenile Hall.¹

4 4. Defendant demurred to, and moved to strike portions of, Plaintiffs’ complaint on
5 several grounds. By order dated July 12, 2006, the Honorable B.W. McNatt sustained
6 Defendant’s demurrer on the ground that the complaint failed to allege that Plaintiffs were
7 taxpayers to San Joaquin County. Defendant’s demurrers and motions to strike were overruled
8 and denied in all other respects, and the complaint was amended to allege Plaintiffs’ taxpayer
9 status in San Joaquin County.

10 5. Defendant duly filed an Answer to the Amended Complaint, denying the material
11 allegations of it and asserting affirmative defenses. Defendant continues to deny Plaintiffs’
12 allegations, but has agreed to enter into this Consent Decree, without admitting liability, as a
13 compromise resolution of the issues described in the Amended Complaint and this Consent
14 Decree. Nothing herein shall constitute or be used as evidence of any admission of wrongdoing
15 or liability by Defendant.

16 6. Following informal discovery and several consultations, the parties agreed in
17 2006 that the Juvenile Hall would retain four mutually agreeable experts in juvenile justice to
18 investigate conditions in the Hall and to then submit confidential expert reports stating their
19 findings and recommendations.

20 7. The four retained experts were: Jireh Consulting & Training (Use of Force); Dr.
21 Barry Krisberg, President of the National Council on Crime and Delinquency (Programming &
22 General Conditions); Dr. Terry Lee, professor in the University of Washington Department of
23 Psychiatry & Behavioral Sciences (Mental Health Care); and Dr. Michael Puisis, Medical
24 Director of the Illinois Department of Corrections (Medical Care).

25
26 1 This Consent Decree imposes a number of obligations on Defendant Chris Hope, the Chief
27 Probation Officer of San Joaquin County. Such obligations are placed on Mr. Hope in his
28 Mr. Hope is no longer the Chief Probation Officer while any such obligations remain in
force, then such obligations shall continue to apply to his successor as Chief Probation
Officer and not to Mr. Hope in his individual capacity.

1 8. In the meantime, Plaintiffs' counsel were given reasonable access to tour and
2 inspect the Juvenile Hall, meet with Juvenile Hall and related administration and staff, inspect
3 certain of the documents they requested, and interview minors residing at the Juvenile Hall on
4 several occasions. Through this informal discovery and investigation, Plaintiffs' counsel
5 determined that the Hall was making significant improvements regarding the conditions alleged
6 in Plaintiffs' complaint. Defendant claims that the Hall began some of these improvements
7 before Plaintiffs filed this lawsuit (including without limitation review and changes in
8 Administrative Segregation program practices, while developing policies and procedures for
9 what would become the D-600 Behavior Management policy and procedures, and reviewing and
10 updating Use of Force practices and policy, evaluation and improvement of the quality of food,
11 and providing additional nutrition to the youths). Plaintiffs dispute Defendant's claims in these
12 regards and assert that, in any event, none of the improvements was made until after Plaintiffs
13 initiated their investigation of the Hall.

14 9. The four expert reports having been received and reviewed, and further
15 consultations held, Plaintiffs and Defendant hereby stipulate and consent to the injunctive and
16 declaratory relief detailed below. The parties stipulate that the facts and opinions contained in
17 the expert reports are sufficient to support the remedies set forth herein and that this Consent
18 Decree represents the parties' desire to compromise and settle all disputes between them relating
19 to the facts and claims alleged in the Amended Complaint and discharge each other from any and
20 all liability and obligations except as specifically set forth in this Consent Decree.

21 10. Nothing in this Consent Decree prevents Defendant from temporarily suspending
22 compliance with all or any part of the Consent Decree as may be necessary or appropriate during
23 any emergency. Defendant shall advise Plaintiffs' counsel of any such temporary suspension in
24 writing within 10 days of the temporary suspension, describing what portion(s) of this Consent
25 Decree was/were suspended and the reasons therefor.

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INJUNCTIVE AND DECLARATORY RELIEF

I. USE OF FORCE

A. Pepper Spray

11. Plaintiffs' complaint alleged that Juvenile Hall staff made improper and excessive use of pepper spray (a/k/a Oleoresin Capsicum spray) on juveniles in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1358, 1357 and 1390. Defendant denies Plaintiffs' allegations.

12. The Juvenile Hall has retained outside experts to provide alternative intervention training to its staff, and that training has been conducted and continues to be conducted. The Hall has also promulgated a revised Use of Force policy, dated December 17, 2007, that addresses, *inter alia*, the use of pepper spray.

13. The parties hereby stipulate, and the Court hereby orders, that Defendant shall:

- a. Minimize the unnecessary, improper, or excessive use of pepper spray;
- b. Continue to require each Juvenile Detention Officer on duty to complete and submit, by the end of the shift, a Use of Physical Interventions Response/Debriefing Report (in substantially the form contained in Policy D-602) in each instance in which pepper spray was used and cause the Physical Interventions Response summary report to be prepared;
- c. Continue to train Hall staff in alternative intervention techniques on a regularly scheduled annual basis in order to minimize the use of pepper spray;
- d. Continue to conduct effective use-of-force policy reviews with the line staff on a regularly scheduled annual basis and clearly address and stress, as policy states, that least restrictive interventions are to be used in order to minimize the use of pepper spray; and
- e. Continue in effect the revised Use of Force policy dated December 17, 2007. (This policy may be revised in manners that make it no less protective of juveniles. If any such revision occurs within two years of the date this Consent Decree is entered, Plaintiffs' counsel shall receive 30 days' notice of such proposed revisions and shall have the opportunity to comment upon them. Any dispute shall then be subject to the dispute resolution provisions of Paragraph 65 below); and
- f. Collect data on the use of chemical agents and review the appropriateness

1 of the continued use of chemical agents quarterly, with such review confirmed in writing.

2 **B. Mechanical Restraints**

3 14. Plaintiffs' complaint alleged that handcuffs and shackles are used in the Juvenile
4 Hall when less restrictive alternatives would be effective, in violation of, *inter alia*, Cal. Code of
5 Regs. tit. 15 §§1358, 1357 and 1390. Defendant denies Plaintiffs' allegations.

6 15. The Juvenile Hall's revised Use of Force policy clarifies the discretion that staff
7 have as to whether to apply handcuffs and shackles. Also, the Hall has made adjustments to its
8 restraint practices for court appearances per orders of the San Joaquin County Juvenile Court and
9 the decision of *Tiffany A. v. Superior Court*, 150 Cal. App. 4th 1344 (2007).

10 16. The parties hereby stipulate, and the Court hereby orders, that Defendant shall:

- 11 a. Continue in effect the revised Use of Force policy dated December 17,
12 2007 (or any update of it, as provided in Paragraph 13(e) above);
- 13 b. Continue to comply with the *Tiffany A.* decision (or any subsequently
14 promulgated controlling case, law, or court order) relating to restraint practices for court
15 appearances;
- 16 c. Continue to train Juvenile Hall staff in alternative intervention techniques
17 on a regularly scheduled annual basis in order to minimize the use of mechanical restraints;
- 18 d. Conduct effective use-of-force policy reviews with the line staff on a
19 regularly scheduled annual basis; and
- 20 e. Re-evaluate the need for all Hall detention staff to carry mechanical
21 restraints and consider limiting their access to supervisors and above; this evaluation is to be
22 completed by February 28, 2009.

23 **C. Use of Physical Force**

24 17. Plaintiffs' complaint alleged that Juvenile Hall staff regularly subject the youth in
25 their care to excessive physical force, in violation of, *inter alia*, Cal. Code of Regs. tit. 15
26 §§1358, 1357 and 1390. Defendant denies Plaintiffs' allegations.

27 18. The Juvenile Hall has retained outside experts to provide alternative intervention
28 training to its staff, and that training has been conducted and continues to be conducted. The

1 Hall has also promulgated the revised Use of Force policy, and the Detention Director and
2 Detention Managers are conducting direct policy reviews with the line staff.

3 19. The parties hereby stipulate, and the Court hereby orders, that Defendant shall:

4 a. Continue in effect the revised Use of Force policy dated December 17,
5 2007 (or any update of it, subject to the notice and comment provisions of Paragraph 13(e)
6 above);

7 b. Install, on or before July 30, 2009, and maintain video cameras and
8 recording equipment to continuously monitor and record all common areas in the living units of
9 Juvenile Hall in which staff-youth interactions occur (excluding areas in which youth have a
10 right of privacy, including without limitation showers, restrooms, individual sleeping rooms,
11 correctional or behavioral medical areas, and interview rooms);

12 c. Train current Hall staff in alternative intervention techniques on a
13 regularly scheduled annual basis;

14 d. Conduct effective use-of-force policy reviews with the line staff on a
15 regularly scheduled annual basis;

16 e. Direct that, where reasonably practical, Hall staff attempt to de-escalate
17 incidents within their unit before backup is summoned; and

18 f. Employ a full-time person to train Juvenile Hall staff in the appropriate
19 use of force and other topics, such as supervision of and communication with minors, changing
20 staff culture norms, philosophy of providing a safe homelike environment, staff roles and
21 responsibilities, writing reports, and other policies and procedure.. The training officer shall have
22 experience in a juvenile hall or a non-secure juvenile housing setting.

23 **D. Risk of Violence**

24 20. Plaintiffs' complaint alleged that Juvenile Hall staff instigate, and do not
25 intervene to stop, juvenile-on-juvenile attacks, in violation of, *inter alia*, Cal. Code of Regs. tit.
26 §1352. Defendant denies Plaintiffs' allegations.

27 21. The parties hereby stipulate, and the Court hereby orders, that Defendant shall
28 hold Hall supervisors and staff accountable to follow Behavior Management Policy D-600.

1 **E. Threats & Intimidation**

2 22. Plaintiffs' complaint alleged that the Juvenile Hall does not provide the "safe and
3 supportive homelike environment" mandated by Cal. Welf. & Inst. Code §851. Defendant
4 denies Plaintiffs' allegations.

5 23. The Juvenile Hall is now providing communication training to its staff.

6 24. The parties hereby stipulate, and the Court hereby orders, that Defendant shall
7 ensure that communication training is provided to Juvenile Hall staff on a regularly scheduled,
8 annual basis.

9 **II. LIVING CONDITIONS**

10 **A. Food**

11 25. Plaintiffs' complaint alleged that meal portions served in the Juvenile Hall were
12 inadequate, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §1460-67. Defendant denies
13 Plaintiffs' allegations.

14 26. Pursuant to an order of the San Joaquin County Juvenile Court, the Juvenile Hall
15 has been providing, and continues to provide, cereal and milk to youths who finish their regular
16 meals. The Hall has also replaced some food items with other items in an effort to improve the
17 quality of the food and to make it more appealing to the youths.

18 27. The parties hereby stipulate, and the Court hereby orders, that Defendant and
19 Juvenile Hall staff shall continue to provide cereal and milk (or other substantially nutritionally
20 equivalent snacks) to youths who finish their regular meals.

21 **B. HVAC/Plumbing**

22 28. Plaintiffs' complaint alleged that room temperatures in the Juvenile Hall were
23 either extremely high or extremely low, that certain showers supplied only cold water, and that
24 certain toilets and other plumbing fixtures were broken and dilapidated, in violation of, *inter*
25 *alia*, Cal Code of Regs. tit. 24 §460A.2.4 and Cal. Welf. & Inst. Code §850. Defendant denies
26 Plaintiffs' allegations.

27 29. The Juvenile Hall has replaced two defective boilers that were at times limiting
28 hot water to certain showers. In addition, an HVAC chiller that provides heat and air

1 conditioning to two housing units has been replaced. Also, a booster pump has been installed to
2 increase water pressure on two housing units. The Hall is also undergoing a capital improvement
3 project on its heating, ventilation, and air-conditioning systems.

4 30. The parties hereby stipulate, and the Court orders, that Defendant shall use
5 reasonable efforts to operate the Hall so that (a) hot water is available in showers, (b) plumbing
6 is repaired promptly, (c) temperatures are maintained within reasonable ranges, and
7 (d) appropriate measures are taken to ensure sanitary conditions.

8 **C. Physical Appearance of Hall**

9 31. Plaintiffs' complaint alleged that living conditions in the Juvenile Hall do not
10 provide juveniles the legally mandated "homelike environment," in violation of, *inter alia*, Cal.
11 Welf. & Inst. Code §851. Defendant denies Plaintiffs' allegations.

12 32. The Juvenile Hall has been making, and continues to make, efforts to improve the
13 physical appearance of the Juvenile Hall, which include displaying youth art, adding bulletin
14 boards, replacing carpeting in the units, adding an incentive program that includes throw rugs
15 and better blankets, removing steel tables from the day rooms, allowing youth to have photos of
16 family in their sleeping rooms, adding an enhanced graffiti-removal program, more frequent
17 painting of the walls and facilities, and adding recreational equipment and activities.

18 33. The parties hereby stipulate, and the Court orders, that Defendant shall continue
19 to use reasonable efforts to continue to make improvements in the physical appearance of the
20 Hall.

21 **III. SEGREGATION UNIT**

22 34. Plaintiffs' complaint alleged that "[m]any of the Juvenile Hall's most appalling
23 conditions are found in that part of its Unit 3 known as 'Ad Seg' (for 'Administrative
24 Segregation')." The complaint alleged that conditions in the Hall's Administrative Segregation
25 Unit included:

26 a. Isolation of juveniles in their cells 23 or more hours a day for as much as
27 months on end, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1390 and 1356;

28 b. Deprivation of visits from parents or guardians as punishment, in violation

1 of, *inter alia*, Cal. Code of Regs. tit. 15 §§1390(d) and 1374;

2 c. Brown-bag meals that were small and lacked full nutrition, in violation of,
3 *inter alia*, Cal. Code of Regs. tit. 15 §§1390(c) and 1460-67;

4 d. Absence of educational instruction, in violation of, *inter alia*, Cal. Code of
5 Regs. tit. 15 §1370 and Cal. Edu. Code §46141;

6 e. Absence of federally mandated Individualized Education Plans and special
7 education instruction, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §1370(d), Cal. Edu.
8 Code §56000 *et seq.*;

9 f. Deprivation of access to religious services and rehabilitative
10 programming, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1390(g) and 1372;

11 g. Limitation of clothing to underwear and socks alone, and limitation on
12 toilet-flushing to twice a day, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1480 and
13 1390(b);

14 h. Lack of treatment for mental health episodes exacerbated by extreme
15 isolation, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §1356; and

16 i. Deprivation of due process rights to notice of violations and to hearings, in
17 violation of, *inter alia*, Cal. Code of Regs. tit. 15 §1391(e).

18 35. Defendant denies Plaintiffs' allegations.

19 36. The Juvenile Hall discontinued its Administrative Segregation Unit and Program,
20 and the Hall created, and continues to operate, a "Behavior Management Unit" (the "BMU")
21 within Unit 3, but without the conditions that existed in the Administrative Segregation Unit.
22 The Hall also promulgated Behavior Management Policies and Procedures (D-600) that set forth
23 the policies and procedures with respect to BMU.

24 37. The parties hereby stipulate, and the Court hereby orders, that Defendant shall
25 ensure that Hall staff are properly trained to comply with the Juvenile Hall's policies and
26 procedures relating to the BMU, including without limitation the use of room confinement only
27 for the amount of time necessary to correct behavior, based on the overriding intent of the
28 policies and procedures, which is to return youth to their assigned housing unit as soon as their

1 behavior will allow; requiring Juvenile Hall staff to minimize the use of room confinement of
2 youths; and working with the Youth Advocate, as outlined and required in the policy and
3 procedure relating to the BMU.

4 38. The parties hereby stipulate, and the Court hereby orders, that within 60 days after
5 this Consent Decree is entered by the Court, Defendant shall enhance its BMU Policy and
6 Procedure (D-600) to add an additional Daily Room Confinement Assessment during the “swing
7 shift,” in addition to the “A.M. shift” Daily Room Confinement Assessment currently provided
8 for in Policy D-600(II)(C)(3). In any instance in which a juvenile is held against his or her will
9 in room confinement for more than 12 hours in any 24-hour period (excluding sleeping time (9
10 p.m. to 6 a.m.) and medical reasons), Defendant shall notify Plaintiffs’ counsel in writing of such
11 confinement and of the reason(s) for it. This notification shall be served upon Plaintiffs’ counsel
12 within 10 days of the first day of the confinement. Moreover, Defendant shall not:

13 a. Deny to any juvenile, including but not limited to those in the BMU, the
14 visits from parents or guardians that are customarily available in the Hall;

15 b. Deny to any juvenile, including but not limited to those in the BMU, the
16 food service that is customarily available in the Hall;

17 c. Deny to any juvenile, including but not limited to those in the BMU,
18 educational classroom instruction for the statutory minimum of 240 minutes per day;

19 d. Deny special education to any qualified juvenile, including but not limited
20 to juveniles in the BMU;

21 e. Deny to any juvenile, including but not limited to those in the BMU, the
22 rehabilitative programming that is customarily available in the Hall;

23 f. Deny to any juvenile, including but not limited to those in the BMU, the
24 access to religious services and religious programming that is customarily available in the Hall;

25 g. Deny to any juvenile, including but not limited to those in the BMU,
26 climatically suitable clothing;

27 h. Deny to any juvenile, including but not limited to those in the BMU, the
28 access to toilets that is customarily provided in the Hall; and/or

1 i. Deny to any juvenile, including but not limited to those in the
2 BMU, the mental health services that are customarily available in the Hall.

3 **IV. MEDICAL CARE**

4 **A. Adequacy of Medical Care**

5 39. Plaintiffs' complaint alleged that the Juvenile Hall does not provide adequate
6 medical care, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1402 and 1400-34.
7 Defendant denies Plaintiffs' allegations.

8 40. The parties hereby stipulate, and the Court hereby orders, that Defendant shall (a)
9 develop a plan to improve the Juvenile Hall's chronic disease program, and (b) use reasonable
10 efforts to ensure that a physician takes leadership of medical care at the Hall. These remedial
11 measures both shall be implemented within 60 days after this Consent Decree is entered by the
12 Court.

13 **B. Timeliness of Medical Care**

14 41. Plaintiffs' complaint alleged that the Juvenile Hall fails to provide medical
15 treatment in a timely manner, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1402 and
16 1400-34. Defendant denies Plaintiffs' allegations.

17 42. The parties hereby stipulate, and the Court hereby orders, that Defendant shall
18 promulgate, and implement within 60 days after this Consent Decree is entered by the Court, a
19 policy that sick call requests shall be dealt with daily and youths seen at a minimum the next
20 working day, or sooner if the complaint is urgent.

21 **V. MENTAL HEALTH CARE**

22 **A. Mental Health Treatment**

23 43. Plaintiffs' complaint alleged that the Juvenile Hall fails to provide adequate
24 mental health treatment in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §1437. Defendant
25 denies Plaintiffs' allegations.

26 44. After Dr. Lee's site visit, the Juvenile Hall took the following steps: (a) modified
27 behavioral health service tracking procedures to better capture informal contacts; (b) evaluated
28 and began to select a standardized screening and assessment tool; (c) added mental health

1 clinician positions; and (d) adopted new policies and procedures.

2 45. The parties hereby stipulate, and the Court hereby orders, that Defendant shall (a)
3 adopt a standardized mental health screening process such as MAYSI-2 within 60 days after this
4 Consent Decree is entered by the Court; and (b) use reasonable efforts to ensure that the Juvenile
5 Hall's mental health services meet generally accepted professional standards.

6 **B. Psychotropic Medication**

7 46. Plaintiffs' complaint alleged that the Juvenile Hall fails to provide adequate
8 administration and delivery of prescribed psychotropic medications, in violation of, *inter alia*,
9 Cal. Code of Regs. tit. §1439. Defendant denies Plaintiffs' allegations.

10 47. The Juvenile Hall has consulted with Dr. Lee to modify its policies and
11 procedures regarding psychotropic medications and informed consent.

12 48. The parties hereby stipulate, and the Court hereby orders, that Defendant shall (a)
13 modify the policies and procedures to ensure prompt continuation of psychotropic medications
14 started in the community, and (b) use reasonable efforts to ensure that informed consent
15 procedures comply with state law. These remedial measures shall be implemented within 60
16 days after the Consent Decree is entered by the Court.

17 **C. Suicide Prevention**

18 49. Plaintiffs' complaint alleged that the Juvenile Hall fails to provide appropriate
19 treatment for suicidal juveniles, in violation of, *inter alia*, Cal. Code of Regs. tit. 15 §§1450 and
20 1359. Defendant denies Plaintiffs' allegations.

21 50. Defendant has modified the procedures for treating suicidal juveniles, and
22 training materials are being reviewed and updated. The updated materials were implemented and
23 presented during in-service training to detention staff in February 2008. The joint monthly
24 meetings of Mental Health and detention management staff will include discussion on the topics
25 of mental health signs, symptoms, and behaviors.

26 51. The parties hereby stipulate, and the Court orders, that Defendant shall revise the
27 suicide prevention procedure to provide appropriate direction on the management of suicidal
28 behavior and shall implement the revised procedure within 60 days after this Consent Decree is

1 entered by the Court.

2 **VI. EDUCATION AND REHABILITATION**

3 **A. Education**

4 52. Plaintiffs' complaint alleged that, although a public school operates in the Hall,
5 staff did not require juveniles to attend it. As a result, Plaintiffs alleged, as much as half of the
6 Hall's population stayed in their cells during school hours, receiving no education, in violation
7 of, *inter alia*, Cal. Code of Regs. tit. 15 §1370 and Cal. Edu. Code §46141. Defendant denies
8 Plaintiffs' allegations.

9 53. After Plaintiffs' suit was filed, the Hall changed its practice by requiring that all
10 youth attend school, barring extreme circumstances such as sickness or circumstances that would
11 require forceful removal of a youth from his/her sleeping room for refusing to attend school. As
12 a result, the school-absentee rate has declined to from zero to five juveniles per day.

13 54. The parties hereby stipulate, and the Court hereby orders, that Defendant shall (a)
14 compile a daily report indicating how many, if any, youths are absent from school, including an
15 indication as to why each such youth was absent, and (b) continue the new practice of mandatory
16 school attendance.

17 **B. Rehabilitation**

18 55. Plaintiffs' complaint alleged that the Juvenile Hall offers little and/or ineffective
19 programming to rehabilitate the juveniles in its care, in violation of, *inter alia*, Cal. Code of
20 Regs. tit. 15 §§ 1356 and 1378. Defendant denies Plaintiffs' allegations.

21 56. The parties hereby stipulate, and the Court hereby orders, that Defendant shall, in
22 consultation with Plaintiffs' counsel, retain an outside expert to assist the Juvenile Hall in
23 developing and implementing new rehabilitative programming that is effective, individualized,
24 has measurable objectives, and is coordinated with the efforts of the educational staff and
25 behavioral health personnel. Implementation of this new rehabilitative programming shall be
26 completed within one year of the date this Consent Decree is entered by the Court.

27 **C. Classification**

28 57. The parties hereby stipulate, and the Court hereby orders, that Defendant shall,

1 within 180 days after this Consent Decree is entered by the Court, adopt and implement an
2 adequate classification process.

3 **D. Case Plans**

4 58. The parties hereby stipulate, and the Court hereby orders, that Defendant shall be
5 in compliance with Cal. Code of Regs. tit. 15 §1355 within 30 days after implementation of the
6 new rehabilitative programming addressed in Paragraph 56 above.

7 **VII. REDRESS OF GRIEVANCES**

8 59. Plaintiffs' complaint alleged that the Juvenile Hall failed to provide juveniles with
9 an adequate grievance system relating to their conditions of confinement, in violation of, *inter*
10 *alia*, Cal. Code of Regs. tit. 15 §1361. Defendant denies Plaintiffs' allegations.

11 60. After Plaintiffs' lawsuit was filed, the Juvenile Hall changed its grievance system
12 and created the position of Youth Advocate, whose duties include attempting to resolve
13 grievances. Under the Juvenile Hall's grievance process, youth are encouraged to attempt to
14 resolve their issues at the lowest level possible. However, if youth are uncomfortable discussing
15 their problem with staff or the unit supervisor, they may present their grievance, confidentially,
16 in a locked box that is located on every unit. This box is accessed only by the Youth Advocate
17 and Administration, and grievances are retrieved several times per week. The Youth Advocate
18 addresses the grievance with the youth, usually in the Intake interviewing room. Depending on
19 the nature of the grievance, the Youth Advocate may facilitate a meeting with the youth and the
20 person that he/she has the issue with. All grievances are also submitted to the Assistant Deputy
21 Chief Probation Officer for review and signing, as well as for further investigation, if necessary.

22 61. The parties hereby stipulate, and the Court hereby orders, that Defendant shall
23 maintain in place the new grievance system and the Youth Advocate position for a period of at
24 least three years from the date this Consent Decree is entered.

25 **MONITORING, DISPUTE RESOLUTION AND CONTINUING JURISDICTION**

26 62. For purposes of monitoring and enforcing compliance with this Consent Decree,
27 Plaintiffs' counsel shall be provided reasonable access to the Juvenile Hall and to its documents
28 upon reasonable notice on mutually convenient dates/times for a period of two years from the

1 date this Consent Decree is entered. This time period shall be extended as to any provision of
2 this Consent Decree with which Defendant is not in compliance for so long as non-compliance
3 persists. The parties recognize that the Juvenile Hall's documents contain information that is
4 privileged and protected and subject to privacy rights. Defendant agrees to cooperate in a
5 reasonable manner with Plaintiffs' counsel's requests for documents while at the same time
6 preserving such privileges, protections, and rights to privacy. Moreover, Plaintiffs' counsel shall
7 not disclose the contents of any such documents or information learned except as is necessary for
8 this litigation. Plaintiffs' counsel shall be compensated for their reasonable time and expenses
9 relating to this monitoring and enforcement, subject to Defendant's right to dispute any such
10 request for compensation, as provided below, and subject to a right to seek additional
11 compensation under the dispute resolution provisions of this Consent Decree. Defendant shall
12 make payments within 60 calendar days of the receipt of an invoice from Plaintiffs' counsel that
13 contains a detailed written itemization of their attorneys' fees and costs reasonably incurred by
14 date, amount of time spent, and task. Should Defendant dispute any portion of any such invoice,
15 the dispute resolution provisions contained in this Consent Decree shall apply and Defendant is
16 entitled to withhold payment until the matter is resolved in accordance with terms of this
17 Consent Decree.

18 63. For a period of two years from the date this Consent Decree is entered, Defendant
19 shall provide Plaintiffs' counsel with copies of all policies, procedures, and programs adopted or
20 modified with respect to the topics contained in this Consent Decree, within 30 calendar days of
21 their adoption or modification. This two-year time period may be extended under the
22 circumstances provided in Paragraph 62 above.

23 64. Within 180 calendar days of the effective date of this Consent Decree, Defendant
24 shall provide to Plaintiffs' counsel a status report stating whether the Juvenile Hall is complying
25 with the terms of this Consent Decree. This report shall include a description of the steps that
26 Defendant and/or the Juvenile Hall have taken to implement this Consent Decree. At the end of
27 each subsequent 180-day period within two years from the date this Consent Decree is entered,
28 Defendant shall provide to Plaintiffs' counsel a status report addressing any terms of this

1 Consent Decree with which the Hall is not in compliance.

2 65. The parties shall endeavor in good faith to resolve informally any dispute that
3 may arise over this Consent Decree or any request by Defendant for a modification or
4 clarification of any portion of this Consent Decree, beginning this informal process by written
5 notice to the opposing party. If, within 60 calendar days after such written notice, the parties are
6 unable to reach a mutually satisfactory resolution of the dispute or request for modification or
7 clarification, then any party may file an appropriate request with the Court for judicial relief.

8 66. In the event that any matter relating to this Consent Decree is brought to the
9 Court, the Court may require briefing, and any remedy within the Court's jurisdiction shall be
10 available.

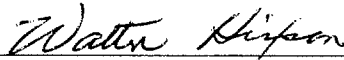
11 67. After the effective date of this Consent Decree, the Court shall retain jurisdiction
12 to ensure that the parties fulfill their respective obligations under the Decree, and
13 shall retain jurisdiction to resolve disputes and/or fashion relief so as to carry out the provisions
14 of this Decree.

15 68. Neither the fact of this Decree nor any statements or claims contained herein shall
16 be used in any other case, claim, or administrative proceeding, except that Defendant, the
17 County, and their employees and agents may use this Decree and any statement contained herein
18 to assert issue preclusion or res judicata.

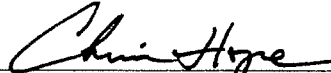
19 69. Defendant agrees to compensate Plaintiffs for their reasonable attorneys' fees and
20 costs incurred in this lawsuit under Code of Civil Procedure §1021.5. Plaintiffs and Defendant
21 shall attempt to negotiate reasonable fees and costs within 60 days following the filing of the
22 Consent Decree as an order of the Court, and Plaintiffs shall timely provide Defendant with a
23 detailed written itemization of their attorneys' fees and costs incurred by date, amount of time
24 spent, and task. Should the parties be unable to reach agreement, Plaintiffs may file a motion for
25 attorneys' fees and costs within 120 days following the entry of the Consent Decree as an order
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28

1 of the Court. Defendant shall be entitled to file an Opposition, and the Court shall decide the
2 reasonable amount of attorneys' fees and costs.

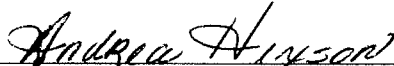
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4 SO STIPULATED:

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6 

7 _____
8 Walter Hixson, Plaintiff

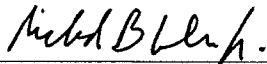
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10 _____
11 Chris Hope, Chief Probation Officer,
12 County of San Joaquin
13 Defendant

14 

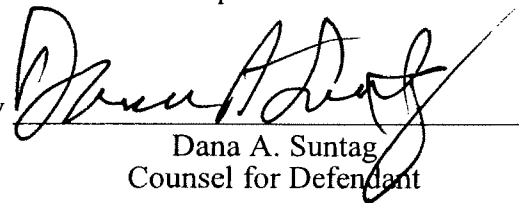
15 _____
16 Andrea Hixson, Plaintiff

17
18 APPROVED AS TO FORM:

19 

20 _____
21 Richard B. Ulmer Jr.
22 Counsel for Plaintiffs

23 SUNTAG & FEUERSTEIN
24 A Professional Corporation

25 By 
26 _____
27 Dana A. Suntag
28 Counsel for Defendant

IT IS SO ORDERED.

Dated: June 18, 2008

LESLEY D. HOLLAND

Judge of the Superior Court