

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

GABRIEL YOUNG, EDDIE WILLIAMS,  
AND GALE YOUNG, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

COUNTY OF CONTRA COSTA,

Defendant.

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) Case No.:

) **CLASS ACTION**

) **[PROPOSED] CONSENT DECREE**

) JUDGE:

) Complaint Filed:

## A. Introduction

1. The parties to this Consent Decree are Plaintiffs Gabriel Young, Eddie Williams, Gale Young, and the class of people they represent (collectively, “Plaintiffs”), and Defendant County of Contra Costa (“Defendant”), hereafter referred to collectively at times as “the Parties.” The Parties enter into this Consent Decree to address Plaintiffs’ allegations about constitutional medical and mental health care and non-discrimination for people with disabilities in the Contra Costa County jails.<sup>1</sup>

2. Plaintiffs filed this Action on **DATE**. ECF No. 1. The Action alleges that Defendant fails to provide minimally adequate medical and mental health care to the people incarcerated in its jails and discriminates against certain individuals with disabilities in violation of the Americans with Disabilities Act (“ADA”) and Section 504 of the Rehabilitation Act (“Section 504”). *Id.* Defendant denies liability and asserts that it provides adequate medical and mental health care to individuals detained in its facilities and does not discriminate against individuals with disabilities. The Parties agree this Consent Decree does not constitute and shall not be construed as an admission of or evidence of any act of deliberate indifference to any inmate’s constitutional rights or violation of 42 U.S.C. § 1983, the ADA, Section 504, the U.S. Constitution, or any other wrongdoing.

3. The Plaintiff class consists of “all individuals who are now, or in the future will be, detained in a Contra Costa County jail” and the Plaintiff subclass consists of “all individuals who are now, or in the future will be, detained in a Contra Costa County jail and who have a qualified disability under the ADA and Section 504.”

4. In March 2017, the Parties entered into a Structured Negotiation Agreement as an alternative to imminent litigation. The Parties agreed to work toward a settlement to address the conditions of confinement in Defendant’s jails. The Parties designated, and

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<sup>1</sup> For the purposes of this Consent Decree, the term “Contra Costa County jails” is defined as the Martinez Detention Facility, the West County Detention Facility, and any new structures designated to house adult inmates under the jurisdiction of the Contra Costa County Sheriff subsequent to the date of this Consent Decree.

1 Defendant agreed to retain, four mutually agreed upon experts to advise them about medical  
2 and mental health care and custodial practices in the jails. These four experts (the “Subject  
3 Matter Experts”) are: Roberta Stellman, M.D., as the expert on correctional mental health  
4 care; Esmail Porsa, M.D., as the expert on correctional medical care; Lindsay M. Hayes as  
5 the expert on correctional suicide prevention practices; and James Austin, Ph.D. as the expert  
6 on the jail classification system.

7           5.       The Subject Matter Experts conducted extensive tours and reviews of the jail  
8 facilities, policies and procedures, and interviewed staff and people incarcerated in the jail.  
9 They drafted preliminary reports setting forth their findings and recommendations, and both  
10 Parties were given the opportunity to review the reports and make comments. The Subject  
11 Matter Experts thereafter submitted their final reports setting forth their respective findings  
12 and making recommendations for remedial action.

13           6.       The Parties thereafter negotiated individual remedial plans for improvements  
14 in medical and mental health care, which are attached hereto as **Exhibit A** and **Exhibit B**,  
15 respectively.<sup>2</sup> The Parties agree to have future direct discussions regarding whether to  
16 include additional provisions in the Remedial Plans relating to the County’s obligations  
17 under the ADA.

18           7.       The Parties engaged in direct discussions regarding restrictive housing in the  
19 jails without the need for joint experts or findings. Plaintiffs’ counsel approved and  
20 Defendant implemented a new Administrative Management policy.

21           8.       Each party to this Consent Decree was represented by counsel during its  
22 negotiation and execution. Plaintiffs and the Plaintiff class are represented by Donald  
23 Specter, Sara Norman, and Corene Kendrick, Prison Law Office. Defendant is represented  
24 by the Office of the County Counsel.

25 **B. Remedial Plans**

26           9.       Through this Consent Decree, Defendant agrees to implement the measures set  
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28 <sup>2</sup> Defendant has already fully incorporated Dr. Austin’s recommendations.

1 forth in the Remedial Plans, subject to monitoring by the Court Experts and Plaintiffs’  
2 counsel, the Dispute Resolution procedure, and, if necessary, enforcement by the Court after  
3 use of the Dispute Resolution procedure, all of which are discussed below.

4 10. To the extent not already approved by both Parties, Defendant will, in  
5 consultation and collaboration with Plaintiffs’ counsel, develop and implement appropriate  
6 policies and procedures to ensure compliance with the Remedial Plans.<sup>3</sup> At least 30 days  
7 prior to implementing any new policies developed to meet the terms of the Remedial Plans,  
8 Defendant will submit such policies to Plaintiffs’ counsel for their review and comment.  
9 The Parties will meet and confer in an attempt to informally resolve any disagreements about  
10 the adequacy of such policies before implementation. The Parties’ informal meet and confer  
11 process will be completed within 30 days following Defendant’s finalization of the policies.  
12 Any remaining disagreements as to medical or mental health policies will be presented to the  
13 Court Experts for review and resolution. If any dispute(s) is not resolved, the Parties will  
14 engage in the Dispute Resolution procedure described below. If a recognized employee  
15 organization has initiated its legal rights to challenge a policy or portion thereof, Defendant  
16 may request that the Court stay or extend the Dispute Resolution procedure. Plaintiffs may  
17 oppose such a request on all applicable grounds.

18 **C. Court Experts and Implementation of Remedial Plans**

19 11. The Parties shall jointly request the appointment of two Court Experts - one for  
20 the subject matter of medical care (Dr. Michael Rowe), and one for the subject matter of  
21 mental health care (Dr. Roberta Stellman) - pursuant to Rule 706 of the Federal Rules of  
22 Evidence, to advise the Court on Defendant’s compliance or non-compliance with the  
23 Remedial Plans, and to assist with dispute resolution matters addressed below.

24 12. At a mutually agreeable time after entry of this Consent Decree, the Court  
25 Experts will conduct an initial site review. They will thereafter complete an initial report to  
26 advise the Parties and the Court on Defendant’s progress in implementing the provisions of

27 <sup>3</sup> Defendant’s development of new and revised policies and procedures does not  
28 constitute an admission that their existing policies and procedures are inadequate.

1 the Remedial Plans within each such expert’s area of expertise.<sup>4</sup> Defendants will provide a  
2 written response (“Initial Status Report”) to the Court Experts and plaintiffs’ counsel within  
3 30 days of receipt of the last of the expert initial reports. The Initial Status Report shall (1)  
4 include a description of the steps taken by Defendant to implement each provision set forth  
5 in the Remedial Plans; and (2) specify the provisions of the Remedial Plans, if any, that have  
6 not yet been implemented. With respect to the provisions of the Remedial Plans not yet  
7 implemented, Defendant’s Status Report shall (i) describe all steps taken by Defendant  
8 toward implementation; (ii) set forth with as much specificity as possible those factors  
9 contributing to non-implementation; and (iii) set forth a projected timeline for anticipated  
10 implementation.

11 13. Each subsequent Court Expert site review and report should be completed  
12 every 180 days thereafter (“180-Day Report”) during the term of this Consent Decree to  
13 identify Defendant’s substantial compliance with the Remedial Plans provisions within the  
14 expert’s area of expertise. These findings are hereinafter referred to as “Substantial  
15 Compliance Determinations.”<sup>5</sup>

16 14. For the subsequent 180-Day Reports, the Court Experts will each be directed to  
17 prepare a draft report within 30 days of their site review and send it to all Parties. If a Court  
18 Expert concludes that Defendant has not substantially complied with any provision of the  
19 Remedial Plans, the Court Expert will recommend actions to substantially comply with the  
20 provisions of the Remedial Plans. Each Party will have 15 days to respond to the draft 180-  
21 Day Report by providing written comments, objections, or curing issues and an additional 7  
22 days to reply to the other party’s comments/objections. The final 180-Day Report will be  
23 due 20 days after the receipt of any comments, objections or replies.

24 15. The final reports of the Court Experts shall be admissible as evidence in any  
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26 <sup>4</sup> In light of current shelter-in-place orders and heightened restrictions due to the COVID-  
27 19 pandemic, this initial expert review may occur in-person, remotely, or in some combination.  
28 Defendant will provide the Court Expert remote read-only access to electronic medical records  
in accordance with the protective order in this case. See Paragraph 17.

<sup>5</sup> The Parties understand that substantial compliance does not require 100% compliance.

1 proceedings before the Court relating to Defendant's compliance with the terms of this  
2 Consent Decree but shall otherwise remain confidential and, if filed with the Court in such a  
3 proceeding, shall be filed under seal. All draft reports will be confidential and inadmissible  
4 in Court.

5 16. The Court Experts' duties specified in this Consent Decree shall be provided to  
6 the Court Experts pursuant to Rule 706(b). The Court Experts shall be entitled to reasonable  
7 compensation, under such terms and conditions as are agreed upon between Defendant and  
8 the Court Experts, which will be paid by Defendant.

9 17. With appropriate notice of at least 21 days to the County, the Court Experts  
10 shall have reasonable access to the Contra Costa County jails on dates mutually agreeable to  
11 the Court Experts and the Parties. Access to specific locations within those facilities shall  
12 not be unreasonably restricted. The Court Experts shall have reasonable access to  
13 correctional and health care staff and people detained in the jails, including confidential and  
14 voluntary interviews with detained individuals as the Court Experts deem appropriate. The  
15 Court Experts shall also have reasonable access to non-privileged documents, including  
16 budgetary, custody, and health care documents, and institutional meetings, proceedings, and  
17 programs to the extent the Court Experts determine such access is needed to fulfill their  
18 obligations. Defendant will make such non-privileged documents and information available  
19 within 21 calendar days of a written request. Documents produced to the Court Experts will  
20 be made available to Plaintiffs' counsel. Any documents produced to the Court Experts  
21 and/or Plaintiffs' Counsel will maintain their confidentiality pursuant to the Confidentiality  
22 Agreement and Stipulated Protective Order, and any applicable state law privileges. The  
23 Court Experts' site reviews and review of the documents shall be undertaken in a manner  
24 that does not unreasonably interfere with jail operations as reasonably determined by jail  
25 administrators. All in-person site reviews will take place on consecutive days. There will be  
26 no more than two site reviews in each year, per Court Expert, unless a Court Expert requests  
27 an additional review. The Court Experts shall be bound, where applicable, by the Stipulated  
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1 Protective Order.

2 18. The Parties agree that they are each entitled to engage in ex parte  
3 communications with the Court Experts. However, all of the Court Experts' findings and  
4 recommendations must be set forth in writing in their 180-Day Reports.

5 19. If, for any reason, a designated Court Expert can no longer serve, the Parties  
6 shall attempt to agree on who shall be appointed to serve in such expert's place. To  
7 commence the process of meeting and conferring, each of the Parties may nominate one or  
8 more individuals as a possible replacement expert. If after 30 days the Parties are unable to  
9 agree to a replacement, Defendant and Plaintiffs shall each nominate and submit two  
10 potential experts for the Court's consideration and selection.

11 **D. Notice to Class Members**

12 20. Filed hereto as **Exhibit C** is the Parties' agreed-upon Notice of Settlement.  
13 Defendant shall post notices to class members of this Action in a manner agreed upon by the  
14 Parties. The notice includes a brief statement that includes a description of Plaintiffs' claims,  
15 the definition of the class and subclass, notice that the Parties have entered into this Consent  
16 Decree, a description of the subject areas covered by the Consent Decree and Remedial  
17 Plans, the contact information for the Prison Law Office to allow people incarcerated in the  
18 Contra Costa County jails to contact Plaintiffs' counsel, and contact information for the  
19 Court for class members to provide comment regarding the proposed settlement.

20 **E. Plaintiffs' Monitoring and Access to Information and Class Members**

21 21. Plaintiffs' counsel shall be permitted to monitor Defendant's compliance with  
22 all aspects of the Remedial Plans. Defendant shall provide Plaintiffs' counsel with  
23 reasonable access to non-privileged information that Plaintiffs' counsel believe in good faith  
24 is necessary to monitor Defendant's compliance with the Remedial Plans subject, where  
25 applicable, to the Confidentiality Agreement and the Stipulated Protective Order. From the  
26 date this Consent Decree is entered by the Court, and so long as the Consent Decree is in  
27 effect, Defendant shall provide Plaintiffs' counsel with access to such non-privileged  
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1 information and/or documents within 21 calendar days of a written request for the  
2 information and/or documents. If Defendant believes that the information requested by  
3 Plaintiffs' counsel is not necessary to monitor compliance with the Remedial Plans, or is  
4 otherwise unlawful or inappropriate, the Parties shall engage in the Dispute Resolution  
5 procedure described below.

6           22. With reasonable notice to the County, and on dates mutually agreeable to  
7 Plaintiffs and the County, Plaintiffs' counsel and their consultants shall be permitted the  
8 opportunity to conduct a total of four tours per calendar year of Contra Costa County jails for  
9 the purpose of monitoring compliance with the Remedial Plans so long as the Consent  
10 Decree is in effect. After three years, the Parties shall meet and confer about any appropriate  
11 adjustments to the frequency of Plaintiffs' counsel's tours. Unless otherwise agreed by the  
12 Parties or ordered by the Court, monitoring tours by Plaintiffs' counsel and/or their  
13 consultants shall be separated by a period of at least 90 days and shall be limited to one  
14 consultant per subject matter as identified in paragraph 11 above.

15           23. Tours by Plaintiffs' counsel and/or their consultants shall include reasonable  
16 access to the Martinez Detention Facility and the West County Detention Facility, including  
17 all housing units, facilities where health care services are provided, facilities where people  
18 with disabilities are or may be housed and/or provided programming, and any other facilities  
19 where services are being provided pursuant to the Remedial Plans. Defendant acknowledges  
20 that during the tours Plaintiff's counsel and consultants may conduct voluntary interviews of  
21 any supervisory, clinical, custodial, and program staff that have direct or supervisory  
22 responsibility for inmate health care, classification, discipline, and disability  
23 accommodations. Defendant shall provide a Sheriff's Department contact person to facilitate  
24 cooperation of Sheriff's Department staff with Plaintiffs' counsel in obtaining information  
25 requested during the tours. However, Defendant's counsel will be present during staff  
26 interviews and staff may decline to participate in any interview. During the tours, Defendant  
27 shall permit and facilitate Plaintiffs' counsel having confidential and voluntary discussions  
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1 with any incarcerated person or group of incarcerated people at the request of Plaintiffs’  
2 counsel, consistent with safety and security needs. Upon written request by Plaintiffs’  
3 counsel and pursuant to the Stipulated Protective Order entered in this case, Defendant shall  
4 make available for inspection and/or copying the health care and/or custody files of specified  
5 incarcerated persons within 21 days. Disputes that may arise over Plaintiffs’ counsel’s  
6 access to jail information or personnel, except for individual staff refusals to be interviewed  
7 during a tour, shall be addressed by the Dispute Resolution procedure below.

8           24. Plaintiffs’ counsel may confidentially visit and interview class members in a  
9 manner that does not disrupt jail operations, with 48 hours’ written notice to the Sheriff’s  
10 Office, unless there is an emergent situation that requires a sooner meeting. The Parties will  
11 establish an efficient means to allow Plaintiffs’ counsel to interview a class member or group  
12 of class members, and to conduct confidential telephonic interviews with individual class  
13 members, with reasonable notice, in a manner that does not disrupt jail operations.  
14 Plaintiffs’ counsel shall be allowed to send postage pre-paid envelopes (metered) and  
15 confidential correspondence to class members in the Contra Costa County jails.

16 **F. Individual Class Member Concerns**

17           25. Plaintiffs’ counsel may bring urgent concerns about individual people in the  
18 jails, including but not limited to issues regarding health care, mental health care, housing,  
19 isolation, disability accommodations or access, to the attention of Defendant’s counsel, or  
20 their designee, who shall respond in writing within 14 calendar days, unless the urgency of  
21 the issue requires a more expedited response. The parties will work cooperatively to resolve  
22 individual concerns.

23           26. This process is not meant to replace or circumvent the existing processes for  
24 requesting medical or mental health services or following the existing request and grievance  
25 processes in the jails. Class members will be required to follow those processes.

26 **G. Dispute Resolution**

27           27. For all disputes subject to the Dispute Resolution procedure, the Parties shall  
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1 first meet and confer in an attempt to resolve the dispute. If that process is not successful,  
2 either party may initiate the Dispute Resolution procedure by sending written notice to the  
3 other Party. The notice shall identify the nature of the dispute(s), the provisions of this  
4 Consent Decree and/or Remedial Plan(s) at issue in the dispute(s), and the Party's  
5 contentions regarding the dispute(s).

6 28. Following service of the written notice, the Parties shall have 30 days to meet  
7 and confer to resolve the dispute. Either Party may request a written report from one or more  
8 Court Expert if necessary to assist in resolution of the dispute(s). In the event that there is a  
9 request for a Court Expert report, the time to meet and confer is extended until 15 days after  
10 issuance of the last such report requested.

11 29. If the Parties are unable to resolve the dispute through the meet and confer  
12 process or with the assistance of the Court Expert, either Party may submit the matter to the  
13 Magistrate Judge for purposes of mediation. Nothing said and no document prepared in  
14 connection with the mediation shall be offered in evidence in any subsequent judicial  
15 proceeding in this case. The mediation will be concluded after the mediation session, unless  
16 the Parties mutually agree to continue mediation, or the Mediator orders further mediation  
17 sessions.

18 30. If the Parties are unable to resolve the dispute through mediation, they shall  
19 submit the matter to the Court in the form of letter briefs for decision. The Parties agree that  
20 in resolving any dispute concerning the interpretation of the Consent Decree and/or  
21 Remedial Plans, the Court will rely on applicable federal and state law.

## 22 **H. Enforcement**

23 31. The Court shall retain jurisdiction to enforce the terms of this Consent Decree  
24 and shall have the power to enforce the agreement through specific performance and all other  
25 remedies permitted by law until Defendant fulfills its obligations under this Consent Decree.

26 32. The Protective Order agreed upon by the Parties shall remain in force.

## 27 **I. Duration and Termination**

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1           33.     The duration of this Consent Decree is five years from the date this Consent  
2 Decree is entered by the Court. Unless the Court shortens or extends the term of the Consent  
3 Decree, as described below in paragraphs 34-38, the Consent Decree will automatically  
4 terminate five years from the date it is entered by the Court. During the duration of the  
5 Consent Decree, Defendant waives the right to seek termination of all or part of the Consent  
6 Decree pursuant to 18 U.S.C. §§ 3626 (a)(1)(A) and (b).

7           34.     Defendant shall not bring any motion for termination for a period of three  
8 years from the date this Consent Decree is entered by the Court. Any termination motion  
9 shall be based on a record of no less than one year of substantial compliance with the  
10 requirements of the Remedial Plans. Prior to bringing such a motion, Defendant shall have  
11 complied with the Dispute Resolution procedure set forth above, if there is a dispute as to  
12 Defendant's substantial compliance.

13           35. If Plaintiffs believe that Defendant is not in substantial compliance with the  
14 Remedial Plans at the end of five years, Plaintiffs may move for an order extending the term  
15 of the Consent Decree as to one or more provisions of the Consent Decree or the Remedial  
16 Plans. As to those provisions where Plaintiffs claim substantial compliance is lacking, no  
17 such motion shall be brought unless Plaintiffs have notified Defendant of the perceived areas  
18 of non-compliance at least 180 days before the expiration of the five year term. During the  
19 180 day period, the parties shall meet and confer about those issues. In order for the Consent  
20 Decree to be extended, one or more of the Court Experts must determine that Defendant's  
21 failure to substantially comply with one or more provisions of the Consent Decree  
22 systematically places the Plaintiff class at a) substantial risk of serious harm or b) materially  
23 and adversely affects their health. To extend the duration of any particular provision(s),  
24 Plaintiffs must establish that Defendant is not in substantial compliance with the provision(s)  
25 and that Defendant's failure to substantially comply systematically places the Plaintiff class  
26 at a) substantial risk of serious harm or b) materially and adversely affects their health.

27           36. If the Court extends the term of the Consent Decree pursuant to Paragraph 35  
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1 above, Defendant may move to terminate the Consent Decree after one year from the date of  
2 the Court's Order extending the term. Any termination motion(s) must be based on a record  
3 of at least one year of substantial compliance with the provision(s) of the Consent Decree or  
4 Remedial Plan(s) extended by the Court. Prior to bringing such a motion, Defendant shall  
5 have complied with the Dispute Resolution procedure set forth above, if there is a dispute as  
6 to Defendant's substantial compliance.

7           37. If Defendant believes at any time that it has been in substantial compliance with  
8 any provision(s) of the Remedial Plans for at least twelve months, Defendant may, after  
9 conferring with Plaintiffs' counsel, request a finding by the Court that Defendant is in  
10 substantial compliance with one or more provisions of the Remedial Plans and has  
11 maintained such substantial compliance for a period of at least twelve months. Unless  
12 otherwise ordered by the Court, such a finding will result in a suspension of monitoring of  
13 any such provision by the relevant Court Expert and Plaintiffs' counsel and consultants, if  
14 any.

15           38. If during the duration of this Consent Decree Plaintiffs form the good faith belief  
16 that Defendant is no longer in substantial compliance with any provision(s) of the Remedial  
17 Plans previously found to be in substantial compliance and as to which monitoring has been  
18 suspended, Plaintiffs' counsel shall promptly so notify Defendant in writing and present a  
19 summary of the evidence upon which such belief is based. Within 30 days thereafter,  
20 Defendant shall serve a written response stating whether it agrees or disagrees that it is no  
21 longer in substantial compliance with respect to the identified provision(s) of the Remedial  
22 Plans. However, if the notice from Plaintiffs' counsel is provided to Defendant less than 45  
23 days before the next anticipated Status Report, then Defendant may elect to include its  
24 response in the next Status Report. If Defendant agrees that it is not in substantial  
25 compliance, monitoring by the relevant Court Expert and Plaintiffs' counsel pursuant to this  
26 Consent Decree shall resume as to that portion not in substantial compliance until Defendant  
27 again obtains substantial compliance. In the event Defendant disagrees, Plaintiffs may bring  
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1 a motion before the Court seeking such relief as may be appropriate, including but not  
2 limited to reinstating full monitoring for the identified provision(s), provided that, before  
3 bringing such a motion, Plaintiffs' counsel have complied with the Dispute Resolution  
4 procedure described above.

5 **J. Costs and Fees**

6 39. *Costs and Fees Prior to Entry of the Consent Decree:* The Parties agree that,  
7 by entry of this Consent Decree, Plaintiffs are the prevailing party in this litigation. Subject  
8 to Court approval, the Parties have reached a compromise and Defendant has agreed to pay  
9 Plaintiffs' counsel Three Hundred and Ninety-Six Thousand, Five Hundred Forty-Three  
10 Dollars and Zero Cents (\$396,543) as their reasonable fees and expenses incurred from the  
11 date that Plaintiffs' counsel commenced an investigation into conditions at the Contra Costa  
12 County Jails through Final Approval of the Consent Decree, including approval of the  
13 Remedial Plans pursuant to the following rates: a blended rate of \$550 per hour for attorneys  
14 and \$200 per hour for legal assistants.

15 40. *Costs and Fees for Monitoring and Enforcement:* Subject to Defendant's right  
16 to object to the reasonableness of the fees and expenses sought by Plaintiffs' counsel,  
17 Plaintiffs' counsel shall be compensated for their reasonable time and reasonable expenses  
18 (including the costs of any consultants Plaintiffs' counsel may reasonably retain) relating to  
19 monitoring and enforcing this Consent Decree and Remedial Plans, including any time and  
20 expenses incurred in connection with the resolution of any dispute pertaining to such  
21 monitoring and enforcement, subject to the exceptions in paragraph 41 below. With respect  
22 to monitoring fees and expenses, the Parties have agreed that Plaintiffs' counsel's fees and  
23 expenses shall be capped at \$175,000 per calendar year for the first two years of monitoring  
24 and compensated at the following rates: a blended rate of \$550 per hour for attorneys and  
25 \$200 per hour for legal assistants. Plaintiffs' counsel shall submit a detailed invoice for their  
26 fees and expenses (including the date, amount of time spent, and a general description of  
27 each task) at the end of every quarter and Defendant shall pay the reasonable amount  
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1 requested by Plaintiffs' counsel within 45 calendar days of receipt of each invoice. After the  
2 first two years of monitoring, the Parties shall confer about adjusting Plaintiffs' counsel's  
3 cap for fees and expenses. In the event a dispute arises regarding the reasonableness of  
4 Plaintiffs' counsel's proposed fees, the Parties agree to meet and confer in good faith in an  
5 attempt to informally resolve the dispute. The Parties' meet and confer process shall be  
6 completed within 30 days of the identification of the dispute. Failing that, either party shall  
7 initiate the Dispute Resolution procedure set forth above. In the event of a dispute, the  
8 amount in dispute will not be paid. The negotiated or mediated amount will be paid 45 days  
9 following resolution.

10 41. *Costs and Fees for Litigation Before the Court:* Subject to both Court approval  
11 and Defendant's right to object to the reasonableness of the number of hours for which  
12 Plaintiffs' counsel may seek compensation, Defendant agrees to pay Plaintiffs' counsel's  
13 above rates for any litigation required to enforce or defend this Consent Decree or Remedial  
14 Plans before the Court. However, Defendant will not be obligated to pay such rates with  
15 respect to any unsuccessful motion brought by Plaintiffs, or any unsuccessful opposition to a  
16 motion of Defendant.

17 **K. Effect of Consent Decree in Other Actions**

18 42. Neither the fact of this Consent Decree nor any statement of claims contained  
19 herein shall be used in any other case, claim, or administrative proceedings, except that  
20 Defendant and its employees and agents may use this Consent Decree and any statement  
21 contained herein to assert issue preclusion or *res judicata*.

22  
23 **IT IS SO AGREED AND STIPULATED.**

24  
25 Respectfully submitted,

26 Dated: \_\_\_\_\_, 2020

27 \_\_\_\_\_  
28 Donald Specter (SBN 83925)  
PRISON LAW OFFICE  
*Attorney for Plaintiffs*

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Dated: \_\_\_\_\_, 2020

SHARON L. ANDERSON  
COUNTY COUNSEL

By: \_\_\_\_\_  
MONIKA L. COOPER  
Assistant County Counsel  
*Attorneys for Defendant*

PURSUANT TO THE STIPULATION, IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
United States District Court Judge