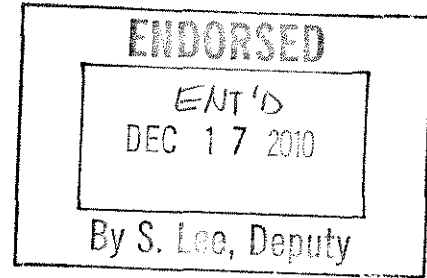


1 JAY KOSLOFSKY, SBN 97024  
jay.koslofsky@disabilityrightsca.org  
2 STUART SEABORN, SBN 198590  
stuart.seaborn@disabilityrightsca.org  
3 SEAN RASHKIS, SBN 232533  
sean.rashkis@disabilityrightsca.org  
4 DISABILITY RIGHTS CALIFORNIA  
100 Howe Ave., Suite 235N  
5 Sacramento, CA 95833  
Telephone: (916) 488-9950  
6 Fax: (916) 488-9960



7 Attorneys for Plaintiffs/Petitioners Robert Stringfellow, Ignacio Mesa, Jose Dolorez Martinez,  
Wayne Hamilton, Michael Martin, and Georgia Lyga

8 ROBERT A. RYAN, JR., County Counsel, SBN 69355  
9 CRAIG E. DEUTSCH, Deputy County Counsel, SBN 204281  
10 JAMES WOOD, Deputy County Counsel, SBN 151333  
COUNTY OF SACRAMENTO  
700 H Street, Suite 2650  
11 Sacramento, CA 95814  
Telephone: (916) 874-8976  
12 Facsimile: (916) 874-8207  
File No.: 233.09A

13 Attorneys for the Defendants

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SACRAMENTO

16 ROBERT STRINGFELLOW, IGNACIO )  
17 MESA, JOSE DOLOREZ MARTINEZ, )  
WAYNE HAMILTON, MICHAEL MARTIN, )  
18 GEORGIA LYGA. )  
Plaintiffs/Petitioners, )

19 vs. )

20 COUNTY OF SACRAMENTO, an independent )  
21 governmental entity; SACRAMENTO )  
COUNTY SHERIFF'S DEPARTMENT, an )  
22 entity under the control the County of )  
Sacramento. )

23 Defendants/Respondents. )  
24

Case No.: 34-2009-80000335

MPK  
ORDER FOR JUDGMENT PURSUANT TO  
STIPULATED SETTLEMENT

Date: December 17, 2010  
Time: 9 a.m.  
Dept: 31

25  
26 Upon reading the Stipulation for Entry of Judgment Pursuant to Stipulated Settlement and  
27 GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED that judgment may be  
28

1 entered pursuant to the terms of this Stipulated Settlement as follows:

2 **A. DEFINITIONS**

- 3 1. "Defendants" refers to the named defendants County Of Sacramento, an independent  
4 governmental entity and Sacramento County Sheriff's Department, an entity under the  
5 control of the County of Sacramento.
- 6 2. "Plaintiffs" refers to Robert Stringfellow, Ignacio Mesa, Jose Dolorez Martinez, Wayne  
7 Hamilton, Michael Martin, and Georgia Lyga.
- 8 3. "Plaintiffs' counsel" refers to any attorney, law clerk, or person performing paralegal duties  
9 for Disability Rights California.
- 10 4. "Contract nursing staff" refers to nursing staff who administer dialysis treatments at the  
11 Sacramento Jail, and are employed by outside vendors. The current contract nursing staff are  
12 employed by DaVita.
- 13 5. Plaintiffs dismiss without prejudice, Defendants John McGuinness, in his official capacity as  
14 Sheriff of Sacramento County, Erik Maness, in his official capacity as Captain, Sacramento  
15 County Main Jail, and Michael Sotak, M.D. in his official capacity as Medical Director,  
16 Sacramento County Main Jail. Defendants County of Sacramento and Sacramento County  
17 Sheriff's Department have represented as part of this Agreement that they have the power  
18 and authority to bind the actions pursuant to this Agreement of Erik Maness and Michael  
19 Sotak, M.D., and further represent that Mr. Maness and Dr. Sotak are the agents of  
20 Defendant County of Sacramento. Defendants have further represented that as of the date of  
21 execution of this Order, John McGuinness will no longer be Sheriff of County of Sacramento,  
22 and will be replaced by Scott Jones. Defendants County of Sacramento and Sacramento  
23 County Sheriff's Department, have specifically represented that Scott Jones executed this  
24 Agreement with full authority from the County of Sacramento and Sacramento County  
25 Sheriff's Department and that the Sacramento County Board of Supervisors has approved of  
26 and authorized this Settlement.

1 **B. ORDER FOR PERMANENT INJUNCTION**

2 The Plaintiffs and Defendants have agreed to entry of an order for a Stipulated Permanent  
3 Injunction. This court hereby orders that judgment pursuant to the terms of this Settlement pursuant  
4 to Code of Civil Procedure section 664.6 shall be entered in favor of Plaintiffs against Defendants.  
5 The period of said injunction shall be for two (2) years from notice of entry of judgment. This court  
6 shall have continuing jurisdiction during this two year period. Under the terms of the injunction,  
7 Plaintiffs may seek to enforce the injunction based on Defendants' substantial non-compliance with  
8 the terms of this injunction. The terms of said injunction are set forth below.

9 **1. The Use of Restraints During Dialysis Treatment:** Defendants shall do the following  
10 concerning the use of restraints during dialysis treatment at the Sacramento County Jail.

- 11 a. Location of the dialysis room: The dialysis room at the Sacramento County Jail will be  
12 moved to an area directly across from the nurses' station on the Second Floor. The  
13 dialysis room will be moved by the date of notice of entry of judgment.
- 14 b. Limitation of the use of restraints during dialysis: Restraints will no longer be routinely  
15 applied to all inmates receiving dialysis. Generally, restraints will not be used on inmates  
16 receiving dialysis. Restraints will only be applied on inmates who display behavior  
17 which results in the destruction of property or reveals an intent to cause physical harm to  
18 self or others consistent with standards set forth below. An individualized assessment of  
19 any need for restraints will be made for each inmate who receives dialysis treatments.
- 20 c. Procedure for determining the need for restraints during dialysis: The classification  
21 officer in conjunction with the medical officer at the Sacramento County Jail will conduct  
22 an initial classification assessment and, if necessary, a reclassification assessment at a  
23 later time to determine the need to restrain any inmate who needs dialysis. The  
24 assessment will involve the completion of a form to be kept in a classification binder. In  
25 making a determination as to whether a particular inmate displays behavior which will  
26 result in the destruction of property or an intent to cause physical harm to self or others,  
27 the classification officer will consider the following factors in making said determination:  
28

- 1           i. arrest history (concerning past charges of a serious nature);  
2           ii. current charges;  
3           iii. specific instances or conduct while currently in custody or during a prior period of  
4                 custody; or  
5           iv. incident involving possession of contraband of a serious nature (contraband that could  
6                 endanger safety of inmates or staff) or multiple incidents of possession of contraband  
7                 that does not necessarily endanger the safety of inmates or staff of a serious nature.  
8        d. A copy of the classification form was sent to counsel for Plaintiffs for approval as to  
9           form. The classification form shall not be attached hereto as an exhibit to the Order. In  
10          the event that Plaintiffs file a motion alleging breach of this agreement, the classification  
11          form may be attached as an exhibit provided that said classification form is filed under  
12          seal.

13   **2.       Procedures for Unlocking Restraints in the Event of a Medical Emergency:** Defendants  
14   shall use the following procedures for unlocking and /or removing restraints in the event of a  
15   Medical Emergency at the Sacramento County Jail.

- 16           a. The new location of the dialysis room as set forth above in paragraph 1a will enable the  
17           dialysis contract nursing staff to notify the nursing station immediately of any medical  
18           emergency. In addition, custodial or transport officers are located nearby on the same  
19           floor and will be able to respond and unlock restraints immediately upon notification by  
20           dialysis contract nursing staff.  
21           b. In the event of a medical emergency requiring restraints to be unlocked in the dialysis  
22           room, dialysis contract nursing staff will be instructed by Defendants to immediately  
23           notify the nursing station staff who will call all available custodial staff immediately to  
24           unlock the restraints.  
25           c. Defendants shall promulgate policies that require that restraints will be unlocked  
26           immediately in the case of emergency consistent with the terms of this settlement and  
27           shall be implemented not later than 30 calendar days from the date of notice of entry of  
28

1 judgment. These policies have been approved as to form by Plaintiffs' counsel.

2 **3. Monitoring:** The following monitoring procedures concerning monitoring of the terms of  
3 this Settlement are hereby ORDERED.

- 4 a. Plaintiffs' counsel and defendants' counsel will each identify a liaison in order to  
5 establish regular communication regarding the monitoring process. Any change in  
6 liaison or contact information shall be communicated in writing to counsel for the  
7 opposing parties at least five business days after any such change.
- 8 b. During the two-year period of the injunction, Plaintiffs' counsel shall have on-site access  
9 to visit the Jail and to review certain documents. Plaintiffs' counsel will be subject to the  
10 usual security clearance procedures used for all visitors to the Jail. Plaintiffs' counsel  
11 shall be allowed access to the Jail for the purposes of monitoring under this agreement,  
12 provided that not less than 24 hours prior notice is given to Defendants' liaison.  
13 Defendants shall make available at the Main Jail to counsel for Plaintiffs sufficient  
14 information and documents concerning restraint of dialysis patients, including but not  
15 limited to, restraint logs, classification binders, and any incident reports [which will  
16 include the form used to assess whether restraints are to be used on a particular inmate  
17 during dialysis and the reason that lead to the determination to use restraints], so that  
18 Plaintiffs' counsel may determine the names of any patients/inmates who have been  
19 restrained during dialysis treatments at the jail and the dates that said restraints were  
20 applied during the period of the injunction herein. This information shall be provided  
21 subject to the terms of the Stipulated Protective order herein which has been incorporated  
22 as part of the Stipulated Settlement and this Order for Judgment. The court-ordered  
23 protective order, pursuant to Civil Code section 56.10(b)(1), is necessary in order to  
24 adequately monitor the provisions of the Stipulated Settlement and this Order. Nothing  
25 herein precludes Plaintiffs from obtaining medical records or information if individual  
26 consent is provided to Plaintiffs' counsel or if disclosure of such information is permitted  
27 by applicable law.  
28

- 1 c. Plaintiffs' counsel will have access to visit any inmate who has been placed in restraints  
2 while receiving dialysis during the 2-year term of the injunction, including but not limited  
3 to visits to the dialysis room, subject to the following limitation: upon first meeting the  
4 patient/inmate during the visit, Plaintiffs' counsel shall disclose to any dialysis  
5 patient/inmate the purpose of their visit at the outset of any such visit. If any particular  
6 dialysis patient/inmate subsequently objects to contact with Plaintiffs' counsel, Plaintiffs'  
7 counsel will discontinue the visit with that particular patient/inmate at that time.
- 8 d. During the first 6 months of the injunction, all inmates who are placed in restraints while  
9 receiving dialysis will receive a copy of this Stipulated Agreement and will be given  
10 contact information for Plaintiffs' counsel, Disability Rights California. Plaintiffs'  
11 counsel may obtain copies of all relevant documents concerning use of restraints on  
12 dialysis patients as referenced above, subject to the provisions of the court-ordered  
13 protective order herein. Plaintiffs will pay for reasonable costs of copying. Nothing in  
14 this Agreement shall prevent, impair or diminish Disability Rights California's legal  
15 rights to access the facility, records, information, or individuals under its mandate  
16 pursuant to federal and state laws
- 17 e. Classification forms which determine the need for restraints during dialysis shall contain  
18 sufficient particularized information that will give notice of reasons why restraints are  
19 being used during dialysis for each individual who is restrained.
- 20 f. Plaintiff's counsel shall be subject to a protective order concerning the use of confidential  
21 information obtained during the monitoring process. A copy of the Stipulated Protective  
22 Order is attached hereto as Exhibit A.

23 **4. New policies on use of restraints during dialysis and revocation of conflicting policies:**

- 24 a. Defendants shall issue new policies that are consistent with the terms of this stipulation  
25 and injunction. These policies have been approved as to form by Plaintiffs' counsel, and  
26 shall be enforceable as part of this Stipulated Judgment and implemented not later than  
27 30 calendar days from the date of notice of entry of judgment. A copy of the Revised  
28

1 Operations Order which specifies procedures for use of dialysis treatment at the Jail is  
2 attached hereto as Exhibit B.

3 b. Defendants shall revoke any policies, orders or procedures that are inconsistent with, or  
4 conflict with the terms of this stipulation not later than 30 calendar days from the date of  
5 notice of entry of judgment. Specifically, the Captain's Order which requires restraints to  
6 be applied to all dialysis patients, shall be revoked, as well as any memorandum or other  
7 writings inconsistent with or in conflict with this settlement.

8 c. Notice of such conflicting orders, policies or procedures shall be removed from any  
9 policy manuals, briefing, books or other instructional materials, and from the dialysis  
10 rooms not later than 30 calendar days from the date of notice of entry of judgment.

11 **5. Court's Continuing Jurisdiction:** After the effective date of this Stipulated Settlement, or  
12 Order thereon, the Court shall retain jurisdiction to ensure that the parties fulfill their respective  
13 obligations under the Stipulation and to enforce the Settlement until performance in full of the terms  
14 of the Settlement. Plaintiffs' counsel will give Defendants adequate notice of any issue concerning  
15 this Stipulated Settlement, and give Defendants the right to correct and informally resolve an issue  
16 prior to seeking a Court Order. In the event that any matter relating to this Settlement is brought to  
17 the Court, the Court may require briefing, and any remedy within the Court's jurisdiction shall be  
18 available.

19 **6. Attorneys' Fees and Costs:** Defendants agree to pay Plaintiffs' reasonable attorneys' fees  
20 and costs in the sum of \$110,000.00 to counsel for Plaintiffs, Disability Rights California. Said  
21 attorneys' fees and costs shall be paid no later than 60 days from Notice of Entry of Judgment.

22 **7. Agents, Successors in Interest:** This Order for Judgment shall be binding on Plaintiffs and  
23 Defendants, and shall ensure to the benefit of, their respective employees, agents, officers, legal  
24 representatives, and successors in interest

25 **8. Confidentiality:** Confidential documents exchanged for purposes of monitoring compliance  
26 with this Agreement shall be subject to the provisions of the Protective Order which is specifically  
27 ordered by this Court.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 12/17/10

MICHAEL KENNY  
\_\_\_\_\_  
The Honorable Michael Kenny  
JUDGE OF SACRAMENTO COUNTY SUPERIOR COURT