

SETTLEMENT AGREEMENT

1. INTRODUCTION

- 1.1. This Settlement Agreement (the “Agreement”) is entered into between the County of Kings (“Defendant” or “County”) and Disability Rights California (“DRC” or “Plaintiff”) all of whom are hereinafter collectively referred to as “the Parties,” regarding the Kings County Juvenile Facilities and related juvenile programs operated by the Kings County Probation Department (“Probation Department”).
- 1.2. This Agreement applies only to the County of Kings and not to the Kings County Office of Education (“KCOE”).

2. DEFINITIONS

- 2.1. The following definitions will apply to the terms of this Agreement. The following definitions are intended to be interpreted consistent with state and federal disability laws. Unless explicitly stated to the contrary, any term not expressly defined in this section or elsewhere in this Agreement that has an expressly defined meaning under state and federal disability laws shall have the meaning ascribed to it by current statute.
- 2.2. “Facilities” means all Kings County Juvenile Facilities operated by the Defendant.
- 2.3. “Facility Schools” means all schools operated at the Facilities.
- 2.4. “Days” refers to calendar days unless otherwise specified.
- 2.5. The word “documents” includes all “documents or electronically stored information” as defined by Fed. R. Civ. P. 34(a)(1)(A), all “writing[s]” as defined by Cal. Evid. Code section 250, and includes individual medical and mental health records.
- 2.6. “Defendant” means the County of Kings.
- 2.7. “Effective Date” means the date the last signatory signs this Agreement.
- 2.8. “Execution Date” means the date the Parties execute this Agreement.
- 2.9. “Plaintiff’s Counsel” means Disability Rights California (“DRC”) and Disability Rights Advocates (“DRA”).
- 2.10. “Agreement” or “This Agreement” shall refer to this Agreement and any and all exhibits or attachments to this Agreement.
- 2.11. “Lawsuit” refers to the complaint in *Disability Rights California v. County of Kings, et al.*, E.D. Cal. (case number TBD).

- 2.12. “Plan” refers to the Recommended Implementation Plan created by the Independent Expert in accordance with the Defendant’s needs and priorities that implements the Facility goals outlined in the Agreement.

3. **PROCEDURAL HISTORY**

- 3.1. Beginning in February 2019, Plaintiff and Plaintiff’s Counsel investigated the conditions of confinement and education practices affecting youth with disabilities in the Facilities.
- 3.2. On August 9, 2019, the Plaintiff notified Defendant that it had found probable cause of abuse and neglect of youth with disabilities had occurred at the Facilities. It made its probable cause findings pursuant to its statutory authority under federal and state law.
- 3.3. Plaintiff continued their investigation through the summer of 2022. While the investigation was delayed and impeded by the COVID 19 pandemic, Plaintiff’s Counsel engaged with two sets of experts: the Center on Juvenile and Criminal Justice and Dr. Peter Leone to assist them with their investigation.
- 3.4. On September 21, 2022, Plaintiff’s Counsel sent a letter to Defendant and Mr. Todd Barlow, the County Superintendent of Schools, detailing the findings of their investigation into abuse and neglect of youth with disabilities at the Facilities which alleged violations of state and federal Constitutions, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; and Cal. Gov’t Code § 11135 among other authorities. In that letter, Plaintiff’s Counsel requested a meeting and proposed a structured negotiation process.
- 3.5. On June 14, 2023, Plaintiff’s Counsel sent a second letter summarizing the longer September 21, 2022, letter and reiterating a request for a negotiated solution.
- 3.6. On September 5, 2023, Plaintiff’s Counsel published a report of its findings titled “Youth in Crisis” summarizing the results of Plaintiff’s Counsel’s multi-year investigation of the conditions at the Facilities. Prior to publishing the report, Plaintiff’s Counsel provided a copy to the Kings County Board of Supervisors.
- 3.7. On November 7, 2023, the Parties entered into a Structured Negotiations Agreement which provided an agreed to process of negotiating this Agreement. This Agreement is the result of that process.

4. **NATURE AND EFFECT OF SETTLEMENT**

- 4.1. Plaintiff contends that the Defendant has violated federal and state laws, including Title II of the Americans with Disabilities Act as interpreted by *Olmstead v. L.C.*, 527

U.S. 581 (1999) (“Olmstead”), as set forth in the complaint in *Disability Rights California v. County of Kings et al.*, E.D. Cal. (case number TBD).

- 4.2. Defendant is committed to providing, and asserts it does provide, high-quality essential services and support to youth under the jurisdiction of the juvenile court of Kings County.
- 4.3. For good and valuable consideration, including the mutual covenants contained herein, the Parties, intending to be legally bound, hereby enter into this Agreement under the terms and conditions set forth below.
- 4.4. The Parties have the mutual goal of settling this action to avoid additional protracted and expensive litigation.
- 4.5. The Parties now wish to effectuate a complete resolution and settlement of all claims, disputes, and controversies relating to Plaintiff’s allegations, and to resolve their differences and disputes by settling the Lawsuit.
- 4.6. Plaintiffs believe that a resolution of their claims, as set forth in this Agreement, accomplishes the goals reasonably achievable through litigation of their claims.
- 4.7. The Parties stipulate that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The Parties further stipulate and agree that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the alleged violations of federal rights agreed to by the Parties, is the least intrusive means necessary to correct those alleged violations, and will not have an adverse impact on public safety or the operation of a criminal justice system.
- 4.8. To that end, upon the Effective Date of this Agreement the Parties will jointly request dismissal of Defendant with prejudice from the Lawsuit. The Court will retain jurisdiction over the litigation only as set forth in **Section 10** of this Agreement to enforce this Agreement and resolve any disputes arising under the Agreement. The terms of all exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the exhibits, the terms of this Agreement shall control.
- 4.9. Defendant denies any liability to Plaintiff. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Defendant that they have violated any state or federal disability laws. Subject to Section 11 below, Defendant agrees that Plaintiffs are the prevailing parties for purposes of reasonable attorneys’ fees and costs.

5. SERVICE COMMITMENTS

- 5.1. The Parties agree that this Agreement will delineate the goals and commitments that the County will implement.
- 5.2. **Expert Review:** The Parties have jointly selected an Independent Expert to perform a review of the below policies and practices. The Independent Expert is the Council of Juvenile Justice Administrators (“CJJA” hereinafter “Independent Expert”). As part of this Agreement, the Defendant will enter into a contractual relationship with the Independent Expert. The Independent Expert will have the responsibility and authority to create a Recommended Implementation Plan (“Plan”) in accordance with the Defendant’s needs and priorities that implements the Facility goals outlined below.
- 5.3. **Facility Goals:** Defendant will engage in consultation with the Independent Expert (as outlined throughout this section and in section 6 below) to review the current policies and practices of the Defendant and the goals stated below. The Independent Expert will develop a Plan to meet the goals described below. The Independent Expert recommendations and Plan will be based on data, trends, and best practices.
 - 5.3.1. **Probation Department and Facility Culture and Operational Model:** Develop a plan for transitioning the Probation Department and Facility culture to reduce use of force, and recidivism with attention to rates of youth detention with a goal of increasing diversion and keeping youth in community where possible.
 - 5.3.2. **Training:** Create and provide trainings for custody/probation staff. Offer trainings to KCOE staff and local law enforcement regarding new operational model and maintaining said model.
 - 5.3.3. **Data Driven Accountability:** Continue to utilize the Defendant’s tracking software to ensure the ability to track use of force, isolation, discipline, accommodations, grievances, re-entry issues, and general case management for youth in and out of custody.
 - 5.3.4. Create data systems to track and monitor use of diversion, alternatives to detention, recidivism¹ and probation outcomes.

¹ The Parties understand this term to encompass any instances where youth who were previously detained at the facility are re-detained. This includes the Chief Probation Officers of California’s (“CPOC”) definition of recidivism as adopted in the [CPOC Unified Recidivism Measure](#) (“A subsequent criminal adjudication/conviction while on probation supervision.”) in addition to any detentions for probation violations, detentions for youth already on probation (*i.e.* for a new arrest), petitions filed for probation violations, and petitions filed for incidents occurring inside the juvenile facility not encompassed by the CPOC’s definition which result in new and/or extended detention. The Independent Expert will consult and provide recommendations about how the data will be collected.

- 5.3.5. Ensure leadership review of data measures in assessing policy changes.
- 5.3.6. **Isolation, Restraint, Seclusion and Confinement:** Reform the behavior management plan to promote a consistent, positive, evidence-based approach.
- 5.3.7. Provide additional accommodations for youth with disabilities.
- 5.3.8. Reform isolation, restraint and seclusion practices, including eliminating “hallway status.”²
- 5.3.9. Transform the Facility into a more home-like and less prison-like environment.
- 5.3.10. Increase and improve programming for all youth.
- 5.3.11. **Use of Force:** Engage in consultation with the Independent Expert to review the current use of force (chemical, physical, restraint) and implement methods for reducing use of force if recommended by the Independent Expert. The Independent Expert recommendations will be based on data, trends, and best practices. The goal will be to reduce the use of force in a manner that is both realistic and effective.
- 5.3.12. Ensure accountability for improper use of force.
- 5.3.13. **Reduce Recidivism, Improve Re-Entry, Create Diversion & Detention Alternatives:** Include enhanced community supervision consistent with the Juvenile Detention Alternatives Initiative (“JDAI”) principles in the Probation Department culture and operational model. The Independent Expert will coordinate with and consider recommendations from the National Center for the Transformation of Youth Justice’s work with Defendant on diversion.
- 5.3.14. Create pre- and post-booking alternatives to detention. Utilize these alternatives to reduce detention of pre-disposition youth as allowed by law. Also utilize these methods such that fewer youth on formal probation experience re-detention. In consultation with the Independent Expert, develop guidelines for the Probation Department to make recommendations for alternatives to detention in pre-disposition reports to the court for youth ahead of sentencing, as well as guidelines for such recommendations for check-ins with the court for secure-track post-disposition youth.

² In April 2024, the County eliminated the practice of using “hallway status.” This provision is included to ensure that that change in policy persists in future administrations.

- 5.3.15. **Community Consensus/Input:** Solicit input from youth, parents, staff, community groups, and other stakeholders to identify and address strengths, service gaps, and perceptions of the Facility, and incorporate suggestions into programs, services, and practices.
- 5.3.16. **Agency Crossover Items:** Enhance the process to meet and coordinate between probation, mental health staff, and KCOE staff regarding treatment and planning for all youth with disabilities.
- 5.3.17. Enhance coordination and cooperation with KCOE on respective action plans.
- 5.4. The Independent Expert will work with the Defendant to take the Defendant's financial and staffing capacity into consideration in forming the Plan. If the Defendant determines any terms of the Plan may be outside the financial and staffing capacity of the Defendant, the Parties will meet and confer. If there is a dispute regarding the terms of the Plan, the Parties will utilize a mediator in accordance with Section 5.21.1. The Defendant will provide a copy of the Plan to Plaintiff's Counsel. After the creation of the finalized Plan, the Independent Expert will also assess and report on the Defendant's progress in implementing this Plan and Agreement for the duration of the Agreement. The finalized Plan, when completed, will be attached as an exhibit to this Agreement and incorporated into the Agreement as a material term.
- 5.5. The Parties will cooperate fully with the Independent Expert as the Independent Expert carries out their responsibilities specified herein. The Independent Expert will pursue a problem-solving approach so that disagreements can be amicably resolved when possible and the Parties' energies can be devoted to implementation.
- 5.6. Defendant shall bear the reasonable fees, costs, and expenses of the Independent Expert as set forth in the executed agreement between the Independent Expert and the Defendant. The budget shall, include the cost of any consultants or staff hired by the Independent Expert, during the term of the Agreement.
- 5.7. Within the budget described in **Section 6.2** below, the Independent Expert may retain or utilize staff and consultants, in consultation and subject to reasonable objections by the Defendant to assist in their evaluations of the Defendant's compliance with this Agreement.
- 5.8. The Independent Expert will have reasonable access to all privileged and non-privileged information, individuals, programs, services, documents, and Facilities within the Defendant's custody or control and reasonably necessary to assess the Defendant's progress and implementation of the Agreement. In order to serve as the Independent Expert, the person(s) or entity selected to fill the role must enter into an agreement with Defendant that allows the Independent Expert to have access to youth records and requires the Independent Expert to maintain the confidentiality of those records as required by the Family Education Rights and Privacy Act ("FERPA"), 20

- U.S.C. § 1232g, the California Peace Officers Bill of Rights (“POBOR”), the Confidentiality of Medical Information Act (Cal. Civil Code, § 56 et seq.), and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). If the chosen Independent Expert refuses to sign such an agreement, the Parties will utilize the process outlined in **Section 5.13** to select a new Independent Expert. Notwithstanding the foregoing, Plaintiff will seek and request that the Court order authorization of access for the Independent Expert to personnel and grievance records related to County Probation staff for the term of the Agreement. The County will not oppose such motion. Access shall be provided upon issuance of the Court’s order. The County will otherwise provide records subject to disclosure pursuant to Penal Code section 832.7.
- 5.9. To the extent reasonably necessary to assess the Defendant’s progress and implementation of the Agreement, the Independent Expert may also, in their discretion:
 - 5.9.1. Review any publicly-available information and attend any public meetings relevant to the Defendant’s progress and implementation of the Agreement; and
 - 5.9.2. Meet with individuals who receive or may need services contemplated by this Agreement, to the extent consistent with the individual’s preference.
 - 5.10. The Independent Expert may have *ex parte* communications at any time with the Parties, including counsel for the Parties, and employees, agents, contractors, and all others working for or on behalf of the Defendant, DRC, or DRA to implement the terms of this Agreement. All Parties will have access to any information considered by the Independent Expert, except for *ex parte* communications with other Parties or where such access is not permitted under applicable California or federal law. Neither DRC nor DRA is a monitor or expert, but the Parties nonetheless agree that DRC and DRA may make reasonable requests for information not otherwise produced to the Independent Expert, provided the requests are not unduly burdensome to the Defendant and are relevant to the implementation of this Agreement. The Defendant will not unreasonably withhold information in response to requests that are not unduly burdensome and are relevant to implementation. If the material would be considered confidential under federal or state law, DRA and DRC will keep such material confidential as required by federal or state law. Nothing in this Agreement is intended to limit any Party’s authority under federal and state law to access information and documents.
 - 5.11. Access is not intended, and will not be construed, as a waiver, in litigation with third parties of any applicable statutory or common law privilege associated with such information.
 - 5.12. The Independent Expert, and any staff or consultants retained by the Independent Expert:

- 5.12.1. Will not be liable to the Parties for any claim, lawsuit, or demand arising out of their activities under this Agreement and will not be subject to formal discovery propounded by the Parties in any litigation involving the services or provisions reviewed under this Agreement, including, but not limited to, depositions, requests for documents, and requests for admissions, interrogatories, or other disclosures. This paragraph does not apply to any proceeding related to alleged privacy violations, payment or non-performance of services under contracts into which they have entered in connection with their work under the Agreement.
- 5.12.2. May be called by either Party to provide their findings in any mediation under Section 8 and may testify in *Disability Rights California v. County of Kings, et al.* regarding any matter relating to the implementation, enforcement, or termination of the Agreement, including the Independent Expert's observations, findings, and recommendations in this matter. The Parties reserve the right to make objections.
- 5.13. In the event that the Independent Expert resigns, or becomes otherwise unavailable ("Replacement Event"), the Parties agree to locate another Independent Expert. The Parties will meet and confer in good faith within ten (10) business days of the Replacement Event to select a qualified individual to serve as an Independent Expert. All parties agree that the Defendant will need to engage in a separate contractual agreement with a Replacement Expert.
- 5.13.1. If the Parties cannot agree on a replacement Independent Expert, the Defendant and Plaintiff's Counsel will, within thirty (30) days of the Replacement Event, nominate up to two qualified individuals and will jointly engage the services of a mutually agreed-upon mediator to be paid for by the Parties. The Parties will thereafter participate in good faith in one or more mediation session(s) to select a replacement Independent Expert. If the Parties are unable to agree upon a replacement Independent Expert within sixty (60) days of the Replacement Event, each Party will select a "Selection Expert" and those experts (the "Selection Experts") will meet to select a third expert. This third expert shall be the replacement Independent Expert, who will then serve as the new Independent Expert for remainder of the monitoring period of this Agreement. The Parties shall pick Selection Experts within two weeks of the end of the time period provided for above, and the Selection Experts shall have 30 days from the date of their selection to appoint the substitute Independent Expert.

6. **DUTIES OF INDEPENDENT EXPERT**

- 6.1. Within (6) six months of the execution of this agreement, the Independent Expert will work with the Parties to develop and finalize the Plan.

- 6.2. The Independent Expert shall be given full and reasonable access throughout the term of the Agreement to any and all information they deem reasonably necessary to assist in conducting the review of the Plan and monitoring Defendant's progress in implementing that Plan. The Independent Expert shall have access to Defendant's personnel and documents, including at least all of the following:
 - 6.2.1. The Independent Expert shall have full access to the Facilities and the areas in which Probation operates, including, but not limited to the ability to observe recreational time, down time, meal time, activity time, classroom time (both high school and college courses), movement to and from classes, and all other activities conducted by or supervised by Probation staff. Subject to any necessary safety and security conditions, and subject to state or federal law, the Independent Expert shall be able to observe and move about the Facilities unaccompanied by Defendant's staff at the Independent Expert's discretion.
 - 6.2.2. The Independent Expert shall have the ability to talk with, consult with, and interview Probation staff and providers at the Facilities, including, but not limited to education, medical, mental health, and line staff. Defendant shall ensure that any contracts, agreements, or MOUs with independent contractors provides for this access by the Independent Expert if and as necessary to facilitate this provision.
 - 6.2.3. The Independent Expert shall have the ability to observe youth in and across all settings, except during youth's individual counseling services.
 - 6.2.4. The Independent Expert shall have access to all Probation records including, but not limited to room check logs, room confinement sheets, intake packets, unit rules, programming daily schedules, Americans with Disabilities Act manuals, program rules, critical incidents tally sheets, live camera feeds, recorded video, case management systems, intake logs, pepper spray logs, creation and implementation of behavior management plans, and any grievances that are not related to specific staff members or other complaints received by Probation regarding the subject matter of this Agreement, and any other records the Independent Expert deems necessary to measure progress and/or determine compliance with the action Plan. Notwithstanding the foregoing, to the extent that the records relate to personnel matters or complaints against staff members, these documents will be provided upon the issuance of a court order authorizing the County to share access to such records. Plaintiff will seek and request such Court order referenced in **Section 5.8.**
 - 6.2.5. The Independent Expert shall be allowed to conduct written surveys of youth detained in the Juvenile Center and to speak with small groups of youth as needed. Youth shall be permitted to provide feedback and information to the Independent Expert, and the Independent Expert shall

not be precluded from having informal conversations with youth during visits to the Facilities which naturally arise as a result of incidental contact.

- 6.2.6. The Independent Expert shall be given access to any other information including but not limited to documents and persons that they deems necessary to ascertain progress on and compliance with the Plan.
- 6.3. The Independent Expert will prepare periodic reports that will evaluate the extent to which Defendant has successfully implemented substantive provisions of the Plan and any plans to effectuate its terms and recommend specific actions the Independent Expert believes Defendant must make to achieve compliance with the Plan.
 - 6.3.1. The Independent Expert will provide a copy of each Monitoring Report (“Report”), along with a summary listing of any and all materials relied upon by the Independent Expert in drafting such a Report with any confidential information which would reveal the identity of a minor redacted, to the Parties.
 - 6.3.2. The Parties will have twenty-one (21) days to make written comments or objections to the Independent Expert Report. The Independent Expert shall have twenty-one (21) days to respond to the Parties’ comments or objections by issuing a final Report.
 - 6.3.3. The Reports will be provided throughout the term of this Agreement on a semi-annual basis. To reduce costs, the Independent Expert may combine site visits or rely on remote assessments, data reviews, and existing County reports where feasible. After the first year, the frequency of reporting may be reduced upon further agreement by the Parties. At the conclusion of the term of this Agreement, the Independent Expert shall issue a final Report regarding Defendant’s compliance with and completion of the terms of the Plan.

7. DUTIES OF PLAINTIFF’S COUNSEL DURING IMPLEMENTATION PERIOD

- 7.1 Plaintiff’s Counsel shall review each Report that is issued, and provide feedback, if any, in writing to the Independent Expert and copy Defendant’s counsel on that feedback. Plaintiff’s Counsel shall also perform at least one monitoring visit during the term of the Agreement at a time mutually agreed to by the Parties.
- 7.2 **Attorney’s Fees and Costs for Implementation Period:** Defendant will pay Plaintiff’s Counsel reasonable fees and costs for work performed in conjunction with monitoring of this Agreement in accordance with Section 6.3 and 7.1, above. Subject to the limitations and conditions in Sections 7.3, 7.4 and 7.5 below, Plaintiff’s Counsel will charge the following reduced rates for monitoring and post-settlement negotiations regarding the Plan:

Attorney	Reduced Rate
15+ years	\$500
10-14 years	\$450
6-9 years	\$400
3-5 years	\$350
Less than 3 years	\$250
Litigation assistants, paralegals, law students/clerks	\$150

- 7.3 **Annual Cap on Monitoring Fees:** Upon initiation of the monitoring period any fees for monitoring the Agreement shall be subject to an annual cap of \$40,000. That is, Plaintiff's Counsel may bill up to \$40,000 in fees and costs for each calendar year of monitoring the Defendant's implementation of this Agreement. This annual cap shall not apply to fees billed (at the reduced rate described in Section 7.2 above) for negotiations to finalize the implementation Plan if challenged by the Defendant. This annual cap shall also not apply to any fees claimed for disputes concerning compliance with the Plan or implementation of the Plan invoked pursuant to Section 8 below.
- 7.4 **Limitation on Use of Reduced Rates:** In the event Plaintiff's Counsel has to invoke the dispute resolution process or the court's continuing jurisdiction under Section 8, Plaintiff's Counsel reserves the right to and will seek to recover attorneys' fees at their regular market rates for such work.
- 7.5 The Parties agree that the reduced rates in Section 7.2 above have been agreed to herein on a one-time basis for the purposes of settlement only and apply only to the monitoring work and negotiations related to the Plan incurred for this matter after the Effective Date. These rates are not evidence of and may not be referenced, cited to, or otherwise used by Defendant or any other person, party, or entity as evidence regarding the reasonableness of Plaintiff's Counsel's regular rates or what constitutes a reasonable or market rate. Plaintiff's Counsel's agreement to use the above-listed negotiated rates for monitoring work is not an admission, statement, or implication of any kind regarding the reasonableness of Plaintiff's Counsel's regular market rates.

8. **DISPUTE RESOLUTION**

- 8.1. Plaintiff's Counsel shall have standing to enforce the terms of this Agreement during the term of the Agreement.
- 8.2. All disputes concerning the interpretation, implementation, modification pursuant to **Section 12.2**, monitoring, and compliance with this Agreement, shall be resolved as follows:
- 8.2.1. **Notification in Writing:** Any Party's dispute concerning the interpretation, implementation, monitoring, modification pursuant to

Section 12.2, and compliance with this Agreement shall be brought in writing to the attention of the other Parties and the Independent Expert.

- 8.2.2. **Meet and Confer:** Unless otherwise agreed to by the Parties, with respect to any particular dispute concerning the interpretation, implementation, monitoring, and compliance with this Agreement, the Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Parties to discuss and try to resolve such dispute. Any Party may request that the Independent Expert participate in meet and confer discussions and/or mediation sessions to provide their findings.
- 8.2.3. **Submission to Magistrate for Mediation:** Failing a resolution by the Parties or upon a failure to timely meet and confer, any Party may agree to submit the dispute to the assigned Magistrate Judge for mediation. The Parties may submit the dispute to the assigned Magistrate Judge within thirty (30) days of meeting and conferring, who shall have the authority to assist the Parties in resolving the dispute, but who shall not have the authority to direct any Party to take or refrain from taking any action or to render decisions. The mediation shall be held and completed within forty-five (45) calendar days of submission unless the assigned Judge's calendar will not allow for such scheduling. In such an instance, the mediation shall be scheduled as soon as practicable.
- 8.2.4. **Submission to Court:** Failing resolution of a dispute with the mediator, any Party may, within thirty (30) days of the unsuccessful mediation, submit the issue to the District Court for decision. Any court order issued as a result of such a submission may be subject to appeal in accordance with applicable law.
- 8.3. Fees and costs incurred in the resolution of any disputes according to this Section will be awarded in accordance with the standards set forth in *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

9. **TERM OF AGREEMENT**

- 9.1. This Agreement shall remain in effect for three (3) years from the Effective Date until the Defendant achieves substantial compliance with all items in the Plan, and thirty (30 days) after issuance of the final Report ("Term of the Agreement"). The Agreement shall end after three (3) years if the Defendant has achieved substantial compliance for all of the goals outlined in **Section 5**. If the Defendant has not achieved substantial compliance on all goals as determined by the Independent Expert after three (3) years, Plaintiff's Counsel can move to extend the term of the Agreement on an annual basis for up to two (2) more years. If after the final Report is issued either party invokes the dispute resolution process of **Section 8**, this Agreement will remain in effect until that process is concluded.

- 9.2. Substantial Compliance shall be evaluated and determined by the Independent Expert. Sustained substantial compliance refers to substantial compliance for a period of no less than six (6) months. Non-compliance with or due to mere technicalities, or isolated or temporary failure to comply during a period of otherwise sustained substantial compliance, will not constitute failure to sustain substantial compliance.

10. **RETENTION OF DISTRICT COURT JURISDICTION**

- 10.1. The District Court shall retain jurisdiction over this matter for enforcement and dispute resolution, including enforcement of any award of attorneys' fees and costs, and challenges to any Report or any other disputes between the Parties pursuant to **Section 8** of this Agreement.
- 10.2. Subject to the District Court's retention of jurisdiction, except for any claims related to enforcing this Agreement, Plaintiff, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, does fully and finally release, acquit, and discharge Defendant from all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief that have been brought in the Lawsuit against Defendant.

11. **ATTORNEYS' FEES AND COSTS**

- 11.1. The Parties agree Defendants will pay \$550,000 to Plaintiff to fully resolve attorneys' fees and costs that Plaintiff incurred from the inception of this matter through finalization of this Agreement (excluding those fees and costs arising as a result of Plaintiff Counsel's duties during the monitoring period described in **Section 6** and resolving any disputes pursuant to **Section 8**).
- 11.2. **Plaintiffs Are Prevailing Parties.** Defendant agrees that Plaintiff is a prevailing party for purposes of awarding reasonable attorneys' fees, expenses, and costs.
- 11.3. Defendant's payment of the amounts agreed to in Section 11.1 for reasonable attorneys' fees, expenses, and costs is in full and complete satisfaction of any and all claims for attorneys' fees, expenses, and costs incurred by Plaintiff and Plaintiff's Counsel in this action through the Effective Date. Payment shall be made within 30 days of the Effective Date.
- 11.4. Payment of attorneys' fees and costs pursuant to **Sections 11.1 through 11.6** of this Agreement shall not prevent Plaintiffs from seeking additional fees in connection with fees incurred during monitoring this Agreement or any future disputes between the Parties, as referenced in **Section 8** of this Agreement.
- 11.5. Payment shall be submitted to DRA for appropriate distribution.
- 11.6. The obligation of Defendant to make payment pursuant to this section shall be discharged upon receipt of payment in the amounts indicated by the payee designated

in **Section 11.4** of this Agreement. Plaintiff's Counsel shall notify Defendant's counsel when payment has been received within a reasonable time of receipt.

12. OTHER MATTERS

- 12.1. **Entire Agreement.** This Agreement and its exhibits contain all the agreements, conditions, promises, and covenants between Plaintiffs and Defendant regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.
- 12.2. **Modification.** This Agreement and any exhibits can only be amended by written agreement of the Parties.
- 12.3. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by Parties, as a result of arm's length negotiations among the Parties. Whereas Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.
- 12.4. **Execution by Facsimile and in Counterparts.** This Agreement may be executed by the Parties hereto by facsimile and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.
- 12.5. **Interpretation.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" shall mean "and/or." This Agreement is the product of negotiations and joint drafting so that any ambiguity shall not be construed against any Party.
- 12.6. **Additional Documents.** To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such further documents as may be required to carry out the terms of this Agreement.
- 12.7. **Severability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- 12.8. **Authority to Bind.**
 - 12.8.1. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Defendant and Plaintiffs.

- 12.8.2. The Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with a full understanding of its terms. The Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.
- 12.8.3. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the respective Parties of this Agreement.

On Behalf of Disability Rights California

Date: 9/22/2026

Andy Imparato

ANDREW J. IMPARATO
Chief Executive Officer, DRC

On Behalf of County of Kings

Date: 09-15-2026

Russ E. Robinson

Chair, Board of Supervisors

Approved as to Form

Date: September 23, 2026

Signed by:

Shawna Parks

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Attorneys for Disability Rights California
Shawna Parks

Disability Rights Advocates
Chief Litigation Officer