

Class Action Settlement Agreement

Garcia v. Los Angeles County Sheriff's Department, et al.
U.S.D.C. Case No. CV 09-8943-DMG (SHx)

I. RECITALS.

A. On December 4, 2009, Plaintiff Michael Garcia (hereinafter “Named Plaintiff”) commenced a civil class action in the United States District Court for the Central District of California, Case No. CV09-8943-DMG (SHx) (the “Lawsuit”), against Defendants, as defined below, alleging, inter alia, that Defendants were violating the Individuals with Disabilities Education Act codified at 20 U.S.C. §§ 1400 *et seq.* (“IDEA”) and other related federal and state laws by allegedly failing to provide and/or ensure the provision of special education and related services to eligible students detained in the Los Angeles County Jail (“LACJ”).

B. The defendants named in the Lawsuit are the Los Angeles County Sheriff’s Department (“Sheriff’s Department”), the County of Los Angeles, and Sheriff Leroy Baca, in his official capacity (together, the “County Defendants”); the Los Angeles County Office of Education (“LACOE”) and Superintendent Darline P. Robles, in her official capacity (together, the “LACOE Defendants”); the Los Angeles Unified School District (“LAUSD”) and Superintendent Ramon Cortines, in his official capacity (together, the “LAUSD Defendants”); Hacienda La Puente Unified School District (“Hacienda La Puente”) and Superintendent Barbara Nakaoka (together, the “Hacienda Defendants”), in her official capacity; and the California Department of Education (“CDE”) and Superintendent Jack O’Connell, in his official capacity (together, the “CDE Defendants”).

C. On April 29, 2010, the District Court in the Lawsuit entered an Order granting Plaintiffs’ Motion for Class Certification for a class (the “Class”)

defined pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure for purposes of injunctive and declaratory relief as follows:

“All students who are or were eligible for special education and related services under 20 U.S.C. §§ 1400 *et seq.* while detained at any Los Angeles County Jail (“LACJ”) facility, and who:

(a) are currently detained at any LACJ facility;

(b) are detained at any LACJ facility in the future.”

D. This settlement is between the County Defendants (hereafter for purposes of this Agreement, “Defendants”) and Named Plaintiff and the Plaintiff Class (“collectively Plaintiffs”).

E. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further deny that this action is appropriate for class treatment for any purpose other than settling this Lawsuit. Defendants have denied and continue to deny material factual and legal claims asserted against them in the Lawsuit. In the interest of avoiding further litigation, Defendants desire to settle fully and finally all actual or potential claims or differences with the Plaintiffs and to cause the dismissal of all of the causes of action against the Defendants with prejudice.

F. Nothing contained in this Agreement, nor the fact of this Agreement itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a class action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of

the factual allegations in the operative Complaint in the Lawsuit; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than for purposes of implementing this Agreement.

G. Based on their own independent investigations and evaluations, Defendants and Plaintiffs and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable and adequate and that this Settlement is in the best interests of the Class and Defendants in light of all known facts and circumstances and the risks inherent in litigation. Class Counsel believe that the settlement entered into is in the best interests of the Plaintiffs and that the settlement for Plaintiffs Members is fair, reasonable and adequate, given the inherent risk of litigation.

H. Plaintiffs and the Defendants now seek to resolve their disputes by settling this Lawsuit in such a manner as to ensure that Class members are timely provided with appropriate special education and related services in accordance with the IDEA and state law.

II. DEFINITIONS.

As used in this Settlement Agreement and Release, the following terms shall have the meaning ascribed to them in this Section and in the Recitals. Except to the extent clearly required to the contrary by the context of its usage in this Agreement, any term not expressly defined in this Section or elsewhere in the Agreement that has an expressly defined meaning in the IDEA and the regulations promulgated there under shall have the meaning ascribed to it by the IDEA and its

implementing regulations. All other terms shall be interpreted according to their plain and ordinary meaning.

A. Agreement.

“Settlement Agreement” “Settlement,” and “Agreement” mean and refer to this document and any exhibits incorporated herein.

B. Class.

“Class” shall mean the class as defined in the district court’s April 29, 2010 order, ecf no. 135, as stated above and as understood in recital “c” above.

C. Charter Schools.

“Charter Schools” shall mean the 5-Keys Charter School, the New Opportunities Charter School, and the John Muir Charter School.

D. Class Counsel.

“Class Counsel” shall mean the Disability Rights Legal Center (“DRLC”) and Milbank Tweed Hadley & McCloy, LLP, including the lawyers and employees therein. For purposes of monitoring and enforcement of this Agreement, “Class Counsel” shall mean the DRLC, including the lawyers and employees therein.

E. Class Members.

“Class Members” shall mean individuals who meet the definition of the Class.

F. Defendants.

“Defendants” shall mean the County Defendants.

G. District of Residence.

“District of Residence” shall mean the school district responsible for providing Special Education and Related Services to the Eligible Student in the LACJ pursuant to California Education Code Section 56041.

H. District of Service.

“District of Service” shall mean the school district which has agreed to provide Special Education and Related Services to Eligible Students in the LACJ.

I. Effective Date.

“Effective Date” of the Agreement is the date on which the District Court issues an Order granting final approval of the Settlement Agreement. If objections are filed to the settlement, the Effective Date is the date of the final resolution of any appeal of the Final Approval of this Settlement Agreement, or, if no such appeal is filed, the expiration of the deadline for filing a Notice of Appeal.

J. Eligible Inmate.

“Eligible Inmate” shall mean an inmate eligible to receive special education and related services in Los Angeles County Jail under IDEA.

K. LACJ.

“LACJ” shall mean any Los Angeles County Jail facility in which an eligible student is housed, but does not include the Mira Loma Detention Center or any station jail.

L. Named Plaintiff.

“Named Plaintiff” shall mean Michael Garcia.

M. Notice.

“Notice,” refers to notice to the Class, which shall be effectuated as set forth in the plan for providing class notice, which will be submitted to the Court as part of the Motion for Preliminary Approval of this Settlement (which is discussed in greater detail below).

N. Parties.

“Parties” refers to the Defendants, Named Plaintiff, and Class Members together.

O. Plaintiffs.

“Plaintiffs” refers to the Named Plaintiff and Class Members together.

P. Related Services.

“Related Services” shall have the meaning ascribed to it by the Individuals with Disabilities Education Act, 20 U.S.C. §1401(26), 34 C.F.R. § 300.34 and California Education Code §§56363.

Q. Settlement Period.

The District Court shall maintain continued jurisdiction over this Agreement for a period of two (2) years from the Effective Date of the Agreement. This shall be the “Settlement Period.”

R. Special Education.

“Special Education” shall have the meaning ascribed to it by the Individuals with Disabilities Education Act, 20 U.S.C. §1401(29), 34 C.F.R. §300.39 and California Education Code §§56031.

III. APPROVAL AND NOTICE TO CLASS.

A. Finally Approved Settlement Binding on Class Members.

For the duration of the Settlement Period, this Agreement shall have preclusive effect on any Class Member bringing any class action claim (or any other claim) concerning any matters that were the subject of the Class Action Complaint in this action or that are encompassed within the terms of this Settlement Agreement.

This Agreement shall not foreclose any Class Member from filing a due process hearing complaint or State compliance complaint against responsible education agencies, alleging (1) that prospective services proposed by a local educational agency to be provided to the Class Member do not constitute a free appropriate public education (“FAPE”) under the IDEA and California law, or (2) a claim regarding compensatory education owed to a Class Member from a

local educational agency for services that the Class Member alleges should have been provided prior to this Agreement.

B. Notice.

1. Approval.

- a.** Following approval of the Settlement by the Los Angeles Board of Supervisors and execution of this Agreement, Plaintiffs will file a Motion for Preliminary Approval of this settlement, as required by the Class Action Fairness Act of 2005 [“CAFA”], which will request a hearing for final approval (“Fairness Hearing”) of this Agreement.
- b.** After Notice is provided to the Class as detailed below, the Court will hold a hearing to establish the fairness of the Agreement and to decide whether there will be Final Approval. The hearing will take place at a date to be set by the Court, allowing for a period of notice to the Plaintiff Class of 45 days and for the notices to State and Federal officials required by CAFA to be completed. Notice to the Plaintiff Class will be effectuated as detailed in the Notice Plan which will be submitted to the Court as an attachment to the Motion for Preliminary Approval.

2. Notice to the Class.

- a.** Notice to the Plaintiff Class will be effectuated as detailed in the Notice Plan which will be submitted to the Court as an attachment to the Motion for Preliminary Approval. The Notice Plan will require posting of the Class Notice (which will also be attached as an exhibit to

the Motion for Preliminary Approval) in the following places: (1) DRLC's website; (2) on the Sheriff's Department's website; and (3) at the following locations within the LACJ: (a) Inmate Reception Center, (b) all LACJ classrooms that are utilized for the provision of general education, not to exceed 70 notices, and (c) all LACJ attorney rooms. To the extent the Court determines that any modifications to the Class Notice or the Notice Plan are required, the Parties will make such modifications prior to the provision of notice.

IV. EQUITABLE RELIEF.

The Parties hereby agree that, conditioned upon entry of Final Approval by the District Court, Defendants shall do the following:

A. Charter Schools.

The Sheriff's Department has entered into Memorandums of Understanding with the Charter Schools, who are providing Special Education and Related Service to Eligible Students in LACJ as the District of Service. Defendants shall continue to work with the Charter Schools to ensure that Eligible Students receive Special Education and Related Services as described in this Agreement. If, at some future date, the Charter Schools cease to provide Special Education and Related Services, the Sheriff's Department shall inform the California Department of Education and continue to work with school districts who seek access to the LACJ to ensure that Eligible Students receive Special Education and Related Services.

B. Inmate Reception Center Questionnaire.

1. During the booking process, The Sheriff's Department shall continue to administer a questionnaire (the "Questionnaire") to

all newly booked 18-22 year old individuals who are processed through the LACJ Inmate Reception Center, the purpose of which is to assist with the identification of Eligible Inmates. Each inmate's responses to the Questionnaire shall be recorded in writing or otherwise documented in electronic format should the Sheriff's Department elect to utilize such means at its discretion.

2. The Questionnaire shall be composed of the following questions:
 - a. Would you like to receive educational services while you are in jail? [If "no", stop.]
 - b. If you have received special education services, would you like to receive special education services in jail? [If "no", stop. If inmate is unsure, proceed to question "c".
 - c. What was the last school district you attended?
3. The Sheriff's Department shall provide the names of all individuals who, during the booking process, answered question "a" of the Questionnaire in the affirmative and answered question "b" either in the affirmative or were unsure of their answer. Names shall be forwarded to the Charter Schools as they are received and typically on a daily basis.

C. Provision of Special Education and Related Services in the Los Angeles County Jail.

1. Within 15 days of the Effective Date of this Agreement, the Sheriff's Department shall designate an employee or employees who will be responsible for facilitating the provision of Special Education and Related Services in

the LACJ. This person shall be the liaison between the Charter Schools and the Sheriff's Department. Class Counsel shall be provided the name(s) and contact information of the designated person(s).

2. Signage.

a. Inmate Reception Center.

i. The Sheriff's Department shall display on all televisions in the Inmate Reception Center the following language informing Eligible Inmates of their right to receive Special Education and Related Services in the LACJ and how to request and receive such Special Education and Related Services: "You can get special education in LACJ if you are eligible. If you would like to request special education, you should submit an Inmate Grievance/ Service Request form and check the IEP / Special Education box."

ii. The Sheriff's Department already notifies newly booked inmates of the availability of special education to eligible persons. Notification is provided through an informational pamphlet which is, and will continue to be, distributed during inmate processing, normally just before inmates are transferred to permanent housing.

- iii. The Sheriff's Department may also, at its discretion, post signs containing the language in Section IV.B.2.a.i. of this Agreement in a limited number of locations in the Inmate Reception Center.
 - b. Inmate Grievance / Service Request boxes (along with Inmate Grievance/ Service Request forms) are already located through-out the Inmate Reception Center, and that shall continue to be the case.

3. Requests for Special Education and Related Services.

- a. Forms. The Sheriff's Department has modified its Inmate Grievance / Service Request Form to include a box titled "Special Education / IEP" that individuals may check if they wish to request Special Education or Related Services while in the LACJ.
- b. Requests made by individuals in the LACJ.
 - i. If an individual requests Special Education or Related Services on a LACJ Inmate Grievance / Service Request Form, the Sheriff's Department shall route the request to the designated Sheriff's Department personnel responsible for facilitating the provision of Special Education and Related Services in the LACJ, as set forth in Section [IV.C.1] of the Agreement.
- c. Requests made by third parties.

- i. If a third party (e.g., attorney, advocate, family member) contacts the Sheriff's Department and requests Special Education or Related Services on behalf of an individual, the Sheriff's Department shall inform the requesting party to contact the individual's last district of residence or the Sheriff's Department Special Education liaison identified in Section IV.C.1, .

4. **Facilitating Movement of Inmates.**

- a. Subject to LACJ safety and security policies and procedures, the Sheriff's Department shall ensure that Eligible Inmates are able to access and receive Special Education and Related Services while in the LACJ, including taking all reasonable steps to facilitate movement to space designated for such services as discussed below or to facilitate the movement of educators and service providers to the Eligible Inmates.
- b. Eligible Students shall not be housed in a particular LACJ facility simply because they wish to receive Special Education and Related Services while in the LACJ.
- c. Eligible Students shall not be categorically denied Special Education or Related Services in the LACJ on the basis of their security or other housing classifications; however, eligibility to receive

Special Education and Related Services is conditioned upon compliance with jail rules and regulations. Special Education or Related Services will be provided subject to LACJ safety and security policies and procedures.

5. Designating Space for the Provision of Special Education and Related Services.

- a. The Sheriff's Department shall ensure that space is available in each LACJ facility for the provision of Special Education and Related Services to Eligible Inmates.

6. Security Consultations at IEP Meetings.

The Sheriff's Department shall provide a telephonic security consultation following all IEP meetings convened for Eligible Inmates in the LACJ so that the Charter Schools, if necessary, may ensure that the appropriate IEPs developed for Eligible Inmates may be implemented within the safety and security regulations of the LACJ. The Sheriff's Department shall designate times when the necessary staff for a telephonic security consultation will be available, and shall convey that information to school districts scheduling IEP meetings.

7. Facilitating Student Participation in Administrative Due Process Hearings.

- a. Subject to LACJ safety and security policies and procedures (including disciplinary policies), Eligible Students shall be permitted to participate

in the entirety of any administrative due process hearing brought pursuant to the IDEA and the California Education Code §§ 56000 *et seq.* (“Due Process Hearings”) and occurring while the Student is in the LACJ. If the due process hearing takes place within an LACJ facility, Eligible Students shall be permitted to attend in person, subject to Section “b” below.

- b. Should an administrative due process hearing take place while an Eligible Student is unavailable for disciplinary reasons, the Sheriff’s Department shall contact OAH to permit the hearing to be rescheduled.
- c. The Sheriff’s Department shall permit the Office of Administrative Hearings, Special Education Division to conduct administrative Due Process Hearings in the LACJ.
 - i. When Due Process Hearings are held in the LACJ, Eligible Students shall be permitted to attend and participate in the entirety of the hearing, subject to their eligibility based on security and safety concerns and compliance with jail regulations.

8. School Materials

- a. Eligible Students are permitted to have school materials and books in their cells so long as those

materials comply with LACJ security policies and procedures

9. **Training for Sheriff's Department Personnel.**

- a. The Sheriff's Department in conjunction with Class Counsel shall develop training materials regarding the provision of Special Education and Related Services to Eligible Students in the LACJ ("Training") as they pertain to Defendants. The training shall include the agreements and obligations set forth in this Agreement.
- b. Within six months of the execution of the Agreement, the Sheriff's Department shall administer the Training to all relevant Sheriff's Department sworn personnel who work in the LACJ, as well as personnel who facilitate the implementation of education programming and services to Inmates in the LACJ.
 - i. Thereafter, all new Sheriff's Department sworn personnel and personnel responsible for the implementation of education programming and services to Eligible Students in the LACJ assigned to the LACJ shall complete the Training prior to commencing their assignment and/or position.

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V. MONITORING.

A. Defendants will provide semi-annual reports to Class Counsel for the purpose of monitoring compliance with this Agreement. The reports will include the following:

- 1.** The names, and dates of birth, of all individuals who have been provided with Special Education and Related Services in the reporting period.
- 2.** The numbers of IEP meetings held at the LACJ, if any.
- 3.** The names of school districts that have sought access to the LACJ, if any.
- 4.** The number of administrative due process hearings conducted at the LACJ, if any.

B. During the Settlement Period, Class Counsel may request additional reasonable, non-confidential information (e.g., information not protected by attorney work product protections, attorney-client communications, etc.) relating to the provision of Special Education and Related Services to Eligible Students in the LACJ. Defendants agree to provide responsive information within 30 days of a written request. If the Defendants assert that any request is unreasonable, Class Counsel agrees to meet and confer to hear any objections or proposals to narrow the scope of the request. The District Court before which the Lawsuit is currently pending shall retain continuing jurisdiction to determine whether requests are reasonable.

C. During the Settlement Period, Class Counsel may request interviews with personnel at the Sheriff's Department who are responsible for implementing and overseeing the components of this Agreement if necessary. Defendants will not unreasonably deny the requested interviews. If Defendants assert that any request is unreasonable, Class Counsel agrees to meet and confer to hear any

objections or proposals to narrow the scope of the request. The District Court before which the Lawsuit is currently pending shall retain jurisdiction to determine whether the requests are reasonable. Defendants' counsel may elect to be present during any interviews that take place pursuant to this Agreement and sufficient notice shall be required to facilitate this requirement.

D. Information obtained by Class Counsel regarding compliance with this Agreement will not be confidential and may be disclosed to the public unless such records constitute education records or disclose the identity of Class Members, in which case they will be covered by the protective order entered in this matter. Additionally, information that is protected by the attorney-client privilege or any other privilege or work product protections will not be disclosed.

If, during the Settlement Period, Class Counsel becomes aware that Defendants are not complying with the terms of this Agreement, and action is needed by Class Counsel to compel compliance, Defendants agree to pay any reasonable attorney's fees associated with any necessary action, which shall not be more than \$10,000 over the course of the Settlement Period.

VI. ATTORNEYS' FEES AND COSTS.

Defendants agree to pay Class Counsel a total of \$200,000 in attorneys' fees and costs in this matter. Defendants shall also pay the complete cost for the day of private mediation in this matter. Payment will be made no later than thirty (30) days after the Effective Date.

VII. MODIFICATION.

The Agreement may not be modified unless all Parties agree to the modification in writing, and upon a showing of good cause, the Court approves the modification.

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VIII. RELEASES.

A. In return for the consideration provided for in this Agreement, the adequacy of which is hereby acknowledged, on the Effective Date of the Agreement, all Class Members, both individually and as a Class, and including the Named Plaintiff, shall be deemed to release and shall have released the Defendants and their trustees, officers, directors, employees, attorneys, agents, and insurers, and their successors and assignees, and each of them (“Released Parties”) from any and all equitable or injunctive relief claims that are the subject of, included within, and/or arise from the Lawsuit, including the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.*, the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, the Due Process Clause of the Fourteenth Amendment of the United States Constitution, Section 11135 of the California Government Code, the California Constitution, and California Education Code §§ 56000 *et seq.* that were brought against Released Parties. This Release shall apply to all class-wide claims for declaratory and/or injunctive relief for the duration of the Settlement Period. Plaintiff and the Class expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and any similar law, and do so acknowledge the significance and consequence of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

IX. ORDERS AND DISMISSAL.

A. Duration of the Agreement.

This Agreement, including all of its obligations will be in effect for two (2) years, and no longer.

B. Dismissal.

Within thirty days of the Effective Date of this Agreement, the Court shall enter judgment dismissing the action with prejudice. The dismissal will expressly incorporate the terms of the Agreement, and the Court will expressly retain jurisdiction for purpose of enforcing the Agreement as stated above.

X. MISCELLANEOUS.

A. Entire Agreement.

This Agreement expresses and constitutes the complete and final understanding of the Parties with respect to the subject matter of this Agreement. The parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements, whether orally or in writing, between them related to the subject matter hereof.

B. Counterparts.

This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one and the same instrument.

C. 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 negotiation and joint drafting so that any ambiguity shall not be construed against any party.

D. Severability.

In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect. Nothing in this Agreement shall be construed to require the Defendants to act contrary to state or federal laws, regulations or guidelines.

E. 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 and further documents as may be required to carry out the terms of this Agreement.

F. Plaintiffs Have Consulted With Counsel.

Plaintiffs represent and warrant that they have consulted with and have had the advice of counsel and that they have entered into this Settlement Agreement voluntarily, after independent investigation, and without fraud, duress or undue influence.

G. Future Developments.

If any Court issues binding precedent regarding the issues covered by this Agreement, the parties shall meet and confer to address any changes that need to be made in the content of this Agreement to comport with any subsequent decision. Nothing in this Agreement shall prevent the Sheriff from changing, modifying and/or updating the policies reflected in this Agreement based on legal developments, security needs and/or administrative needs. Plaintiffs are entitled to challenge any such changes, modifications and/or updates if they contend that they are inconsistent with the terms and spirit of this Agreement.

H. Authority to Bind.

Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

Dated: 8.24, 2016

Michael Garcia
Plaintiff MICHAEL GARCIA on
behalf of himself and the Class

Dated: 2/9/17, 2016

[Signature]
COUNTY OF LOS ANGELES, LOS
ANGELES COUNTY SHERIFF'S
DEPARTMENT, and SHERIFF BACA,
in his official capacity

APPROVED AS TO FORM:
For Plaintiff Michael Garcia and the Class:

DISABILITY RIGHTS LEGAL CENTER
MILBANK TWEED HADLEY &
MCCLOY LLP

Dated: 8/24, 2016

[Signature]
ANNA RIVERA

For County Defendants:

H. Authority to Bind.

Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

Dated: 8-24, 2016

Michael Garcia
Plaintiff MICHAEL GARCIA on
behalf of himself and the Class

Dated: _____, 201~~6~~⁷

COUNTY OF LOS ANGELES, LOS
ANGELES COUNTY SHERIFF'S
DEPARTMENT, and SHERIFF BACA,
in his official capacity

APPROVED AS TO FORM:
For Plaintiff Michael Garcia and the Class:

DISABILITY RIGHTS LEGAL CENTER
MILBANK TWEED HADLEY &
MCCLOY LLP

Dated: 8/24, 2016

AR
ANNA RIVERA

For County Defendants:

LAWRENCE BEACH ALLEN & CHOI
PC

Dated: 2-9-17, ~~2018~~



JUSTIN W. CLARK