

1 does **not** entitle you or any member of the Plaintiff Class to a cash payment. It also
2 means that the settlement does **not** in any way limit you from bringing a claim for
3 damages, if you have such a claim apart from this settlement.

4 **Appointment of Expert Panel and Creation of, and Monitoring of Compliance 5 with, Remedial Plan**

6 The settlement provides that the Court will appoint three experts, Richard Drooyan,
7 former Chief Counsel of the Citizens' Commission on Jail Violence, Robert Houston,
8 former Director of the Nebraska Department of Corrections, and Jeffrey Schwartz, an
9 independent corrections consultant ("the Expert Panel"), to develop a plan to address
10 and remedy the alleged pattern of excessive force ("the Remedial Plan"). Defendant
11 agrees to implement all the provisions in the Remedial Plan within various time frames
12 after final approval by the Court. The settlement also provides that the Expert Panel will
13 monitor the Department's implementation of, and continued compliance with, the terms
14 of the Remedial Plan and make periodic reports to the Court on its findings.

15 **The Contents of the Remedial Plan**

16 The Remedial Plan addresses 21 major areas: (1) Leadership, Administration and
17 Management; (2) Use of Force Policies and Practices; (3) Training and Professional
18 Development Related to Use of Force; (4) Use of Force on Mentally Ill Prisoners and
19 Other Special Needs Populations; (5) Data Tracking and Reporting of Force Incidents;
20 (6) Inmate Grievances and Other Complaints of Excessive Force; (7) Inmate
21 Supervision, Staff Inmate Relations, and Communication with Prisoners; (8) Retaliation
22 Against Inmates; (9) Security Practices; (10) Management Presence in Housing Units;
23 (11) Management Review of Force Incidents and Data; (12) Reviews and Investigations
24 of Use of Force Incidents; (13) Disposition of Use of Force Reviews and Staff Discipline
25 Issues; (14) Criminal Referrals and External Reviews of Use of Force Incidents;
26 (15) Documentation and Recording of Force Incidents; (16) Health Care Assessments
27 and Documentation Following Force Incidents; (17) Use of Restraints; (18) Adequate
28 Staffing and Staff Rotations; (19) Early Warning System Related to Use of Force;
(20) Protocols for Planned Uses of Force; (21) Organizational Culture Related to Use of
Force.

29 The Remedial Plan contains more than 100 specific provisions that the Department
30 must implement. A number of the provisions of the Plan are set forth below in summary
31 fashion.

- 32 • The Sheriff should be personally engaged in the management of the Downtown
33 Jail Complex by the Department's jail facilities, and the Sheriff should regularly
34 and adequately monitor the Department's use of force policies and practices;
- 35 • The Department will revise and re-organize its use of force policies for Custody
36 Operations and add policies including ones restricting the use of chemical agents
37 and kicking inmates, and requiring that inmates' medical records be checked
38 whenever possible before using Tasers or chemical agents;

- 1 • Deputies assigned to the Downtown Jail Complex must receive, among other
2 training, a one-time, eight-hour use of force policy training course and a yearly
3 two-hour refresher course; a one-time, four-hour course in ethics,
4 professionalism and treating inmates with respect and a two-hour refresher
5 course every other year;
- 6 • The use of force manual shall include, and the Department shall abide by, a
7 requirement that a mental health professional be present whenever there is a
8 planned cell extraction of an inmate with mental illness, and all custody
9 personnel receive custody specific, scenario based, skill development training on
10 identifying and working with mentally ill inmates;
- 11 • The Department will track the status of all investigations, reviews and evaluations
12 of all Custody use of force incidents and allegations of force to ensure that
13 investigations, reviews, and evaluations are completed appropriately and timely;
- 14 • The Department must ensure that grievance/complaint forms are reasonably
15 available to all inmates at all times, all grievances/complaints are properly
16 tracked in a database, and that the Custody Division Manual includes a provision
17 that failure to provide a grievance form, destroying a grievance form and
18 retaliating against an inmate for filing a grievance form may be a cause for
19 discipline;
- 20 • The Department's policies must prohibit personnel from retaliating against
21 inmates;
- 22 • The Department's policies must provide that following a use of force incident,
23 involved staff may not escort an inmate to medical, or segregation unless no
24 other Department personnel is reasonably available;
- 25 • Department personnel with a rank of Unit Commander or above must periodically
26 tour the jail facilities;
- 27 • All custody Sergeants should receive an initial 16-hour block of training in
28 conducting use of force investigations, reviewing use of force reports, and the
Department's new protocols for conducting such investigations, and a two-hour
refresher course every year;
- The Department must have a firm policy of zero tolerance for acts of dishonesty
or failure to report uses of force. If the Department does not terminate a member
who is found to have been dishonest or used excessive force, the Department
must document the reasons why the member was not terminated;
- The Department must arrange for a documented medical assessment of each
inmate upon whom force is used as soon as practical after the force incident;
- The Department must reorganize its policies on the use of restraints in the jails
and add safeguards to ensure that they are used only in appropriate
circumstances and in a way that minimizes risk of injury or medical distress;
- The Department must maintain its Custody-wide rotation policies and rotate
Department personnel at least as often as provided in those policies;
- The Department must develop and maintain a formal Early Warning System to
identify potentially problematic LASD personnel based upon objective criteria
such as number of force incidents, inmate grievances, allegations of misconduct,
performance reviews, and policy violations; and

- 1 • The Department will not transfer or assign a staff member to Custody as a formal
2 or informal sanction for problem deputies.

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4 **IF YOU WANT MORE DETAILS:**

5 There is a group of lawyers, **Rosas Plaintiffs' Class Counsel**, representing
6 Plaintiffs and the class in this case. You can get a list of these lawyers, a copy of the
7 settlement agreement, and a copy of the experts' remedial plan from the following
8 websites: www.aclusocal.org/rosas; www.aclu.org/[to be added] and www.lasd.org.

9 For their work in this case, Defendant has agreed to pay **Rosas Plaintiffs' Class
10 Counsel** \$950,000 in attorney's fees, subject to approval by the Court.

11 **To ask questions about the settlement of this case you can:**

12 (1) Send a letter to **Rosas Plaintiffs' Class Counsel**, c/o ACLU of Southern
13 California, 1313 West 8th Street, Los Angeles, CA 90017.

14 (2) Send an email to rosaslawsuit@clusocal.org.

15 **IF YOU DO NOT OBJECT TO THIS SETTLEMENT:**

16 You do not have to do anything.

17 **IF YOU OBJECT TO THIS SETTLEMENT:**

18 You must mail a statement explaining why you object to the settlement. The
19 deadline is _____, 2015. Please be sure to include your name, address (if available),
20 telephone number (if available), your signature, a reference to this settlement or the
21 case (*Rosas v. McDonnell*), the portions of the settlement to which you object, and the
22 reasons you object. Mail your objection to:

23 Rosas Plaintiffs' Class Counsel
24 c/o ACLU of So. Cal
25 1313 W. 8th Street
26 Los Angeles, CA 90017

27 Rosas Plaintiffs' Class Counsel will provide your objection to the federal judge
28 assigned to this matter, the Honorable Dean D. Pregerson, and to Defendant's Counsel.
You must mail your objection by the above deadline; you cannot object to this
settlement after the deadline has passed. Even if you object, you do not have the ability
to "opt out" of this settlement if the Court approves it.

1 **HEARING REGARDING FINAL APPROVAL OF THIS SETTLEMENT:**

2 The Court will also hold a hearing about this settlement on _____. The
3 hearing date could change. Please check any of the websites listed above close to the
4 date of the hearing for information about any possible change in the hearing date.

5 The Court gets to decide whether to allow members of the Plaintiff Class who
6 timely served objections to this settlement to speak at the hearing.

7 The address for the court is:

8 U.S. Federal District Court, Courtroom 3
9 312 North Spring Street,
 Los Angeles, CA 90012

10 You can get more details about the hearing from the places listed above.

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13 Para recibir una copia en español, puede solicitar una copia por medio de los miembros
14 de LASD o puede ir a los sitios web enumerados anteriormente.