

1 filed on January 25, 2021 (“Second Amended Complaint”). The Second Amended Complaint is
2 the operative pleading and is attached as Exhibit A.

3 2. Defendant denies any violation of the United States Constitution, the
4 California Constitution, and Welfare and Institutions Code Sections 903 and 903.45.

5 3. On April 21, 2020, the County authorized the elimination and write-off of
6 receivables associated with the care of detained youth, juvenile services, and delinquency
7 proceedings. Attached hereto as Exhibit B is a true and correct copy of the Submittal to the
8 County’s Board of Supervisors referencing the request to eliminate and write-off fees.

9 4. On December 10, 2021, the Court granted Plaintiffs’ motion for class
10 certification, certifying a class of “parents and guardians from whom Riverside County
11 received a payment in a juvenile case for costs of support from December 21, 2016, through
12 April 21, 2020.”

13 5. The Parties have conducted discussions, arm’s length negotiations, and
14 mediation with a third party, regarding a compromise and settlement of the Action with a
15 view to settling all matters in dispute.

16 6. Considering the benefits that Class Members will receive from settlement of
17 the Action and the risks of litigation, Class Representatives and Plaintiffs’ Counsel have
18 concluded that the terms and conditions of this Agreement are fair, reasonable, and in the
19 best interests of the Class Members; Plaintiffs have agreed that Defendant shall be released
20 from the Settled Claims pursuant to the terms and provisions of this Agreement; and have
21 agreed to dismissal with prejudice of this Action and all Settled Claims as defined in Section
22 B.

23 7. The Parties agree that entry of this Agreement, without further litigation, is in
24 the public interest.

25 8. Therefore, the Parties, subject to the approval of the Court pursuant to
26 California Rule of Court 3.769, in consideration of the benefits flowing to the Parties from
27 the Agreement, agree that the Settled Claims shall be compromised, settled, forever released,
28 barred, and dismissed with prejudice, upon and subject to the following terms and

1 conditions.

2 **B. Definitions**

3 1. "Action" means the civil action captioned *Shirley Freeman, et al. v. Riverside*
4 *County, et al.*, CASE NO. RIC2001772, Superior Court for the County of Riverside, California.

5 2. "Class Member(s)" means "parents and guardians from whom Riverside County
6 received a payment in a juvenile case for costs of support from December 21, 2016, through April
7 21, 2020." *See* Dec. 10, 2021 Order on Pls.' Mot. for Class Certification.

8 3. "Class Member's Pro Rata Percentage Share" means the total detention fees
9 collected from the individual Class Member by Riverside County, including amounts collected
10 prior to December 21, 2016, divided by the total of all detention fees collected from all Class
11 Members by Riverside County.

12 4. "Class Representatives" means Plaintiffs Shirley Freeman and Daniel Freeman.

13 5. "Defendant" means the County of Riverside.

14 6. "Effective Date of the Settlement" means the earliest date: (1) the Court grants final
15 approval if no valid objections have been filed; (2) if one or more valid objections have been filed
16 but no appellate proceedings have been initiated, 30 calendar days after the date the Court enters
17 an order granting final approval of the Settlement; or (3) if one or more valid objections have been
18 filed, and an appeal, writ, or other appellate proceeding has been initiated, the date on which the
19 appeal, writ, or other appellate proceeding has been finally and conclusively resolved with no right
20 to pursue further remedies or relief.

21 7. "ECD" means the Enhanced Collections Division of the Superior Court for
22 Riverside County.

23 8. "Individual Settlement Payment" means the total gross amount each Participating
24 Class Member is entitled to receive from the Settlement Fund. This is determined by multiplying
25 the Settlement Fund total by the Class Member's Pro Rata Percentage Share of all detention fees
26 collected from Class Members, after removing any Class Members who opt out of the Settlement.
27 To account for administrative costs and equity, Participating Class Members will be entitled to a
28 \$25.00 minimum payment.

1 9. “Plaintiffs” means all plaintiffs named in the Action.

2 10. “Plaintiffs’ Counsel” means the individual attorneys and the law firms named as
3 plaintiffs’ counsel in the Action. Should the law firms change their names or merge with other
4 entities, those new entities shall also qualify as Plaintiffs’ Counsel.

5 11. “Participating Class Members” means Class Members who do not submit timely
6 written requests for exclusion pursuant to the Class Notice.

7 12. “Second Amended Complaint” means the Second Verified Supplemental and
8 Amended Petition for Writ of Mandate, Complaint and Taxpayer Complaint filed on January 25,
9 2021.

10 13. “Settled Claims” means all claims for damages, declaratory or injunctive relief that
11 were brought on behalf of Plaintiffs or Class Members in this Action based on the facts and
12 circumstances alleged in the Second Amended Complaint.

13 14. “Settlement” means the settlement provided for in this Agreement.

14 **C. Release: Scope and Effect of Release**

15 1. The Plaintiffs and Participating Class Members, on behalf of themselves, their
16 heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates,
17 and partners, and any persons they represent, by operation of any final judgment entered by the
18 Court, fully, finally, and forever release, relinquish, and discharge the Defendant of and from any
19 and all of the Settled Claims. This Release shall not apply to claims that arise or accrue after the
20 termination of this Agreement.

21 **D. Terms for Approval of Settlement**

22 1. Defendant sought and obtained approval of the Settlement from the Riverside
23 County Board of Supervisors on July 26, 2022, and will execute this Agreement within ten days of
24 the approval of the Settlement by the Board of Supervisors.

25 2. Within 60 days of approval of this Agreement by the Board of Supervisors,
26 Plaintiffs’ Counsel shall file a Motion for Preliminary Approval of the Settlement provided for in
27 this Agreement and entry of a Preliminary Approval Order. Such Preliminary Approval will seek
28 approval of the Class Notice, attached here as Exhibit C.

1 3. The Parties shall take all necessary steps to obtain judicial approval of this
2 Agreement. As part of the approval process, the Parties agree to cooperate and use their best
3 efforts in describing and explaining the benefits of this Agreement to the Class and in the creation
4 of all papers submitted to the Court to secure such approval. In the event that the Court does not
5 approve this Agreement or the order approving this Agreement is reversed on appeal, the Parties
6 shall make good faith efforts to modify the Agreement so as to gain judicial approval.

7 4. In the event that final approval of this Settlement does not occur for any reason, the
8 Parties shall have all rights, claims, and defenses that they had as of the date of execution of the
9 Settlement, and all litigation deadlines shall be deemed to have been tolled as of the date of
10 execution of the Settlement.

11 **E. Class Notice and Notice of Final Settlement**

12 1. The Parties agree that they will contract with Rust Consulting (“Settlement
13 Administrator”) to send the approved Class Notice and administer the Settlement. The Class
14 Notice shall be sent after the Court’s order granting preliminary approval via First-Class U.S.
15 Mail, and any other communication method the Settlement Administrator deems appropriate to
16 each Class Member. Before mailing the Class Notice, the Settlement Administrator will run all
17 addresses through the National Change of Address database. For any returned notices, the
18 Settlement Administrator will run the Class Member addresses through a public records database,
19 such as Lexis/Nexis Accurint, Westlaw CLEAR and/or TLO.

20 2. The Parties submitted and the Court entered a stipulated Protective Order that
21 designates Class Members’ names, addresses, and phone numbers (“Class Members’ Contact
22 Information”) as Protected Information. The Protective Order limits the use and disclosure of
23 Class Members’ Contact Information to that which is necessary to administer the Settlement,
24 including sending notices and payments to and responding to inquiries from Class Members. The
25 Settlement Administrator and Class Counsel shall be bound by the terms of the Protective Order,
26 shall treat Class Members’ Contact Information as Protected Information, and shall not disclose
27 Class Members’ Contact Information except as is necessary to administer the Settlement as
28 described in the Protective Order.

1 3. The Parties shall cooperate to provide any additional information which the
2 Settlement Administrator may request that is reasonable and necessary for the purpose of giving
3 Class Notice and otherwise administering this Agreement.

4 4. The Parties will also take the following actions within ten business days of the date
5 of the Preliminary Approval to ensure that a high percentage of Class Members receive notice:

6 a. Defendant will post the Class Notice in appropriate places on the applicable county
7 departments' websites and on <https://www.countyofriverside.us>;

8 b. Defendant will provide the Class Notice to juvenile defense attorneys in Riverside
9 County through the Riverside County Public Defender and alternate public defender
10 offices;

11 c. Plaintiffs will post the Class Notice in appropriate places on the website of the Western
12 Center on Law & Poverty and the National Center for Youth Law; and

13 d. Defendant will provide a copy of the Class Notice to ECD for posting in offices where
14 payments in juvenile cases are made or accepted.

15 5. The Class Notice shall remain posted and shall be maintained or replaced with new
16 copies as needed, until the Court issues an order finally approving or rejecting the Settlement.

17 6. If the Settlement contemplated by this Agreement is approved by the Court,
18 counsel for the Parties shall request that the Court enter a final judgment.

19 7. Within ten (10) business days following the Court's entry of a final judgment, the
20 Parties shall post a Notice of Final Settlement, jointly developed between the Parties, in all
21 locations identified in paragraph E.4. of this Agreement, as well as provide individual copies of
22 the Class Notice to any Class Members who so request on an individual basis. The Notice of Final
23 Settlement shall remain posted, and shall be maintained or replaced with new copies as needed,
24 until the obligations of this Agreement are terminated.

25 8. The Class Notice and Notice of Final Settlement shall be posted in both English
26 and Spanish. Plaintiffs shall provide a Spanish-language version of the Class Notice and the
27 Notice of Final Settlement to Defendant in sufficient time for Defendant to meet their posting
28 obligations in paragraph E.4.

1 9. Should Plaintiffs' Counsel provide translations in languages other than Spanish to
2 Defendant, Defendant shall post a notice informing Class Members that such translations of the
3 Class Notice and Notice of Final Settlement are available, and provide copies of these documents
4 in those languages upon request.

5 10. The Settlement Administrator will maintain a settlement website that shall contain
6 copies of all papers and orders filed in connection with preliminary and final approval, including
7 the Settlement, Second Amended Complaint, Class Notice and Notice of Final Settlement. The
8 URL to the website will be provided in the Class Notice. The website will be created no later than
9 the date of the mailing of the Class Notice. The Settlement Administrator will also maintain a toll-
10 free number to respond to inquiries from Class Members. The website and the toll-free number
11 will be maintained until Plaintiffs file a request for dismissal as set forth in Section M below.

12 **F. Settlement Fund for Class Members**

13 1. Provided this Settlement is finally approved by the Court, and in consideration for
14 the release of claims described above, the Parties agree that Defendant shall pay \$540,307.00 into
15 a qualified settlement account established by the Settlement Administrator for distribution to
16 Participating Class Members (the "Settlement Fund"). Defendant shall make this deposit within 20
17 business days of the Effective Date of the Settlement. All interest that accrues shall benefit the
18 Class Members and become part of the Settlement Fund.

19 2. The Settlement Fund shall be distributed and administered by the Settlement
20 Administrator to Participating Class Members. Each Participating Class Member will be entitled
21 to receive an Individual Settlement Payment based on the Class Member's Pro Rate Percentage
22 Share, as defined above. Only Participating Class Members are eligible to receive Individual
23 Settlement Payments. Participating Class Members shall be bound by this Settlement and any
24 order or judgment entered by the Court approving this Settlement. Class Members who submit
25 timely written requests for exclusion pursuant to the Class Notice are not Participating Class
26 Members, and therefore are neither entitled to any Individual Settlement Payment nor bound by
27 this Settlement or any order or judgment entered by the Court approving this Settlement.

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1 3. The Settlement Administrator will exclude any Class Members who timely and
2 validly request exclusion from the Settlement and revise the calculations of each Class Member's
3 pro rata percentage share to determine each Participating Class Member's Individual Settlement
4 Payment. The Parties shall request that Class Members be provided at least 45 days to submit
5 objections to the Court after the Class Notice is posted and distributed.

6 4. Within 30 business days after the Court grants final approval of the Settlement, the
7 Settlement Administrator will pay each Participating Class Member their Individual Settlement
8 Payment. The Settlement Administrator shall prepare and mail checks to Class Members without
9 the necessity of any formal claim being filed.

10 5. There will be no reversion of the Settlement Fund to Defendant.

11 **G. Distribution of Settlement Residues.**

12 1. Any checks issued to any Participating Class Members shall remain valid and
13 negotiable for 120 calendar days from the date of issuance. The Settlement Administrator shall
14 mail a reminder postcard to any Class Member whose settlement distribution check has not been
15 negotiated within 60 days after the date of mailing. Checks to Participating Class Members that
16 are not deposited or cashed within 120 calendar days of issuance will be void and deemed of no
17 further force and effect. In the event there are any such unclaimed funds intended for Participating
18 Class Members or other unpaid cash residues from the Settlement Fund, including any accrued
19 interest, they shall be deemed "Settlement Residues" and shall be treated as follows:

20 a. If the total amount of the Settlement Residues exceeds \$35,000.00, the Settlement
21 Residues amount shall be redistributed to Class Members who did not opt out and
22 who cashed their checks within the 120-day period (the "Residues Distribution") on
23 a pro rata basis in the same manner as the Individual Settlement Payments were
24 determined (*see* paragraph B.8. above).

25 b. If a Class Member who either did not receive the Class Notice or who did not
26 receive or cash their check after the initial distribution communicates with the
27 Settlement Administrator or the Parties before the Residues Distribution, then the
28 Settlement Administrator shall pay out this Class Member's share before the

1 Residues Distribution occurs. This payment shall be calculated to approximate as
2 best as possible, and as funds permit, what the Class Member should have received.
3 Any remaining Settlement Residues will then be part of the Residues Distribution,
4 paid proportionately among Participating Class Members who cashed their checks
5 or who are receiving payment under this section.

- 6 c. If a Class Member who either did not receive the Class Notice or who did not
7 receive or cash their check after the initial distribution and the Residues
8 Distribution communicates with the Settlement Administrator or the Parties after
9 the Residues Distribution, and funds still remain, then the Settlement Administrator
10 shall pay to the Class Member a share calculated to approximate as best as possible,
11 and as funds permit, what the Class Member should have received.
- 12 d. If more than one Class Member communicates with the Settlement Administrator
13 or the Parties after the Residues Distribution, and funds still remain, then the
14 Settlement Administrator shall pay out the remaining funds on a pro rata basis in
15 relation to each other.
- 16 e. Any checks not cashed within 120 calendar days of the Residues Distribution shall
17 be deemed void, and the unclaimed/uncashed amounts shall be distributed as cy
18 pres as set forth below.

19
20 **H. Cy Pres**

21 1. If the total amount of the Settlement Residues is less than \$35,000.00, or any
22 amount remains after a Residues Distribution, the Settlement Administrator shall distribute the
23 remaining funds as follows, in accordance with California Code of Civil Procedure Section 384,
24 on a cy pres basis to the nonprofit organization(s) approved by the Court.

25 2. The Parties agree to propose that any cy pres be distributed in equal parts to the
26 following organizations: Neighborhood College and Catholic Charities.

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1 **I. Class Representative Service Awards**

2 1. The Parties agree that the Class Representatives will each receive a Service Award
3 of \$7,500.00 as consideration for their service to the Class as Class Representatives and their full
4 release of all claims as set forth in this Agreement. The Service Awards shall be paid in addition to
5 the Final Individual Settlement Payments that the Class Representatives receive as Participating
6 Class Members. Defendant shall make the Service Award payments to the Settlement
7 Administrator within 20 business days of the Effective Date of the Settlement.

8 **J. Attorneys' Fees & Costs**

9 1. In addition to and separate from any other payments called for in this Agreement,
10 Defendant shall pay Plaintiffs' Counsel \$525,000.00 for attorneys' fees and litigation costs. This
11 payment represents a full and final settlement of all past, present and future attorneys' fees and
12 costs, unless the Plaintiffs need to enforce any provision of this Agreement or to litigate any
13 breach of this Agreement. This Settlement Payment shall be payable to Western Center on Law &
14 Poverty and mailed with a tracking number to Western Center on Law & Poverty, Attn: Stephanie
15 Surabian, 3701 Wilshire Boulevard, Suite 208, Los Angeles, CA 90010. within 20 business days of
16 the Effective Date of the Settlement.

17 2. The Parties also agree that Defendant shall pay the costs of the Settlement
18 Administrator as they become due. The estimated costs of the Settlement Administrator are
19 \$26,491.00 if one distribution to Class Members is required and \$35,377.00 if two distributions to
20 Class Members are required.

21 **K. No Admission of Wrongdoing**

22 1. This Agreement is a compromise and settlement of disputed claims, and nothing in this
23 Agreement shall be construed at any time as an admission of liability or wrongdoing on the part of
24 the County, and the County expressly denies any such liability or wrongdoing.

25 **L. Enforcement and Dispute Resolution**

26 1. The Court shall retain jurisdiction to construe, interpret, and enforce this Settlement
27 and the Agreement; to supervise all notices, the administration of the Settlement and this
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1 Agreement, and distribution of the Settlement Fund; and to hear and adjudicate any dispute arising
2 from or related to the Settlement and/or this Agreement.

3 2. The Parties agree that the Court will not be asked to exercise jurisdiction to
4 supervise the implementation of the Settlement and this Agreement or to enforce its terms until
5 exhaustion of the following dispute resolution process:

- 6 a. Should Plaintiffs' Counsel believe in good faith that Defendant is engaging in a
7 material breach of the obligations under the Agreement, or a pattern or practice of
8 non-compliance with their obligations under this Agreement, Plaintiffs' Counsel
9 shall promptly notify Defendant's Counsel, in writing, of the specific grounds upon
10 which non-compliance is alleged.
- 11 b. Within thirty (30) calendar days after receipt of the notice from Plaintiffs' Counsel,
12 Defendant's Counsel shall notify Plaintiffs' Counsel of Defendant's position and
13 any action it has taken or intends to take in connection therewith. The Parties shall
14 negotiate in good faith in an effort to resolve any remaining disputes. The Parties
15 agree that this negotiated period will be considered exhausted if the Parties jointly
16 determine that the negotiations have reached an impasse, or if either party invokes
17 the formal meet-and-confer process under Section L.2.c. of this Agreement.
- 18 c. If any dispute cannot be resolved informally under Sections L.2.a. or L.2.b. of this
19 Agreement, counsel for either party may notify counsel for the opposing party, in
20 writing, and request that counsel meet and confer. The parties shall meet within ten
21 (10) business days of such notice and shall make reasonable efforts to resolve the
22 dispute in good faith.
- 23 d. If the dispute is not resolved through the meet and confer process, counsel may
24 seek the Court's assistance in resolving the dispute. The prevailing party shall
25 receive reasonable attorneys' fees expended in connection with the dispute. The
26 Court in this proceeding shall have the power to award such relief and issue such
27 judgment as the Court deems proper and appropriate.
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1 **M. Dismissal**

2 1. The dismissal of the entire case is conditioned upon the satisfactory completion of the
3 terms of this Agreement. Plaintiffs' Counsel shall file a request for dismissal within 45 days after
4 all of the Settlement Fund has been distributed, unless good cause is shown why the case should
5 not be dismissed.

6 2. Defendant Riverside County Probation Department and Defendant Ronald L. Miller
7 are not parties to the Settlement Agreement. In their Motion for Final Approval, Plaintiffs will
8 move to dismiss these two Defendants with prejudice.

9 **N. Additional Provisions**

10 1. All of the exhibits attached hereto are hereby incorporated by reference as though
11 fully set forth herein.

12 2. The waiver by one party of any breach of this Agreement by the other party shall
13 not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14 3. The terms of this Agreement shall be enforceable by any of the Parties.

15 4. This Agreement and its exhibits constitute the entire agreement among the Parties
16 and no alterations, modifications, or changes may be effected except by a writing executed by
17 authorized representatives of the Parties to this Agreement.

18 5. If any provision of this Agreement is held to be invalid, illegal or unenforceable,
19 the validity, legality and enforceability of the remaining provisions shall not in any way be
20 affected or impaired thereby, and such provision shall be ineffective only to the extent of such
21 invalidity, illegality or unenforceability.

22 6. This Agreement may be signed in counterparts and facsimile or electronic
23 signatures may be filed with the Court instead of originals.

24 7. This Agreement shall be binding upon, and inure to the benefit of, the successors
25 and assigns of the parties hereto.

26 8. This Agreement shall not be construed more strictly against one party than another
27 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
28 the parties, it being recognized by the Parties that this Agreement is the result of negotiations

1 between the Parties and that all parties have contributed substantially and materially to the
2 preparation of this Agreement.

3 9. All counsel and any other person executing this Agreement and any of the exhibits
4 hereto, or any related settlement documents, warrant and represent that they have the full authority
5 to do so and that they have the authority to take appropriate action required or permitted to be
6 taken under the Agreement to effectuate its terms.

7 10. This Agreement will not be effective unless it is fully executed by authorized
8 representative(s) of the Parties, and approved by the County's Board of Supervisors, or its
9 designated official.

10 **PLAINTIFFS**

11 Dated: 8-22-22, 2022

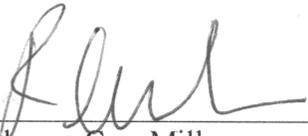

Shirley Freeman, Plaintiff/Class Representative

13 Dated: 8-22-22, 2022


Daniel Freeman, Plaintiff/ Class Representative

15 **ATTORNEYS FOR PLAINTIFFS:**

16 Dated: 8-25, 2022


Rebecca Carr Miller
WESTERN CENTER ON LAW & POVERTY
Attorney for Plaintiffs/Class Counsel

19 Dated: August 25, 2022


Michael Harris,
NATIONAL CENTER FOR YOUTH LAW
Attorney for Plaintiffs/Class Counsel

22 **DEFENDANT:**

23 Dated: _____, 2022

Jeff Hewitt, Chairman
Board of Supervisors on behalf of Defendant
COUNTY OF RIVERSIDE

25 **ATTORNEY FOR DEFENDANT:**

26 Dated: _____, 2022

Kelly Moran
Attorney for Defendant

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2 preparation of this Agreement.

3 9. All counsel and any other person executing this Agreement and any of the exhibits
4 hereto, or any related settlement documents, warrant and represent that they have the full authority
5 to do so and that they have the authority to take appropriate action required or permitted to be
6 taken under the Agreement to effectuate its terms.

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8 representative(s) of the Parties, and approved by the County's Board of Supervisors, or its
9 designated official.

10 **PLAINTIFFS**

11 Dated: _____, 2022

Shirley Freeman, Plaintiff/Class Representative

12

13 Dated: _____, 2022

Daniel Freeman, Plaintiff/ Class Representative

14

15 **ATTORNEYS FOR PLAINTIFFS:**

16 Dated: _____, 2022

Rebecca Carr Miller
WESTERN CENTER ON LAW & POVERTY
Attorney for Plaintiffs/Class Counsel

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19 Dated: _____, 2022

Michael Harris,
NATIONAL CENTER FOR YOUTH LAW
Attorney for Plaintiffs/Class Counsel

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22 **DEFENDANT:**

23 Dated: Aug. 15, 2022

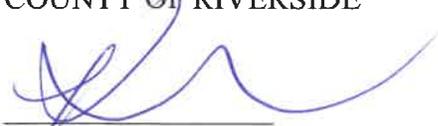


Jeff Hewitt, Chairman
Board of Supervisors on behalf of Defendant
COUNTY OF RIVERSIDE

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25 **ATTORNEY FOR DEFENDANT:**

26 Dated: Aug 15, 2022



Kelly Moran
Attorney for Defendant

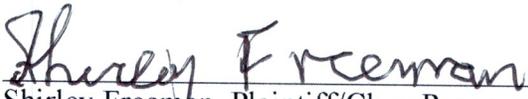
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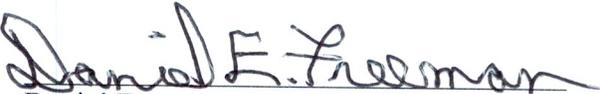
1 of themselves, their heirs, executors, administrators, representatives, attorneys, successors,
2 assigns, agents, affiliates, and partners, and any persons they represent, by operation of any
3 final judgment entered by the Court, fully, finally, and forever release, relinquish, and
4 discharge the Defendant of and from any and all of the Settled Claims.”

5 **PLAINTIFFS:**

6
7 Dated: 1-2-23

8 
9 Shirley Freeman, Plaintiff/Class Representative

10 Dated:
11 1-2-23

12 
13 Daniel Freeman, Plaintiff/Class Representative

14 **ATTORNEYS FOR PLAINTIFFS:**

15 Dated: December 26, 2022

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17 
18 _____
19 Rebecca Carr Miller
WESTERN CENTER ON LAW & POVERTY
Attorney for Plaintiffs/Class Counsel

20 Dated: December 26, 2022

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22 
23 _____
24 Michael Harris,
25 NATIONAL CENTER FOR YOUTH LAW
Attorney for Plaintiffs/Class Counsel

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1 **DEFENDANT:**

2 Dated: 1/11/2023

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Kevin Jeffries Chairman
Board of Supervisors on behalf of Defendant
COUNTY OF RIVERSIDE

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7 **ATTORNEY FOR DEFENDANT:**

8 Dated: 1/11/2023

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Kelly Moran
Attorney for Defendant

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