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9 Attorneys for Plaintiffs

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11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**

13
14 PEDERSEN, et al.,
15 Plaintiffs,
16 vs.
17 COUNTY OF PLUMAS, et al.,
18 Defendants.
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Case No: 2:89-cv-01659-JMF (PC)

**PLAINTIFFS' REQUEST FOR
STATUS CONFERENCE;
DECLARATIONS OF LINCOLN
ELLIS AND EXHIBITS IN
SUPPORT THEREOF**

1 Plaintiffs' Counsel in the above-captioned case request that the Court set a date
2 and time for a Status Conference during the month of May, 2015 or as soon thereafter as
3 the Court has availability. The request is based on the Declarations of Plaintiffs'
4 Counsel, Paul Comiskey and Lincoln Ellis, attached to this request.

5
6 DATED: March 27, 2015

Respectfully submitted,

HADSELL STORMER & RENICK LLP

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9 By /s/ - Lincoln Ellis
Lincoln Ellis

10 Attorneys for Plaintiffs
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DECLARATION OF LINCOLN ELLIS

DECLARATION OF LINCOLN ELLIS

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3 I, LINCOLN ELLIS, declare as follows:

4 1. I am an attorney licenced to practice in the State of California and am an
5 associate at Hadsell Stormer & Renick LLP, attorneys of record for Plaintiffs in
6 *Pedersen, et al. v. County of Plumas, et al.*, Case No: 2:89-cv-01659-JMF (PC). I am
7 licenced to practice in California and am a member in good standing of the California
8 State Bar and the Eastern District of California. I have personal knowledge of the
9 matters set forth herein. If called upon to do so, I could and would competently testify to
10 the truth of the matters stated herein.

11 2. Attached hereto as Exhibit 1 is a true and correct copy of a declaration from
12 Paul Comiskey, co-counsel also representing Plaintiffs in this case, dated March 5, 2015.

13 3. Attached hereto as Exhibit 2 is a true and correct copy of the consent decree
14 entered in this case.

15 4. Plaintiffs' counsel request a status conference, with the goal of obtaining the
16 Court's assistance in addressing shortcomings in the County of Plumas' attempts to
17 comply with the consent decree governing the County of Plumas Jail, which is set to
18 expire in 2018.

19
20 I declare under penalty of perjury under the law of the United States of America
21 that the foregoing is true and correct.

22 Executed this 27th day of March, 2015, in Pasadena, California.

23
24 /s/ - Lincoln Ellis

25 Lincoln Ellis
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1 Paul W. Comiskey
3370 Rattlesnake Road
2 Newcastle, Ca. 95658
916-663-9090
3 State Bar No. 65510
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6 IN THE UNITED STATES DISTRICT COURT
7 EASTERN DISTRICT OF CALIFORNIA

8 PEDERSON et. al,) Case No.: CIV-S-89-
9)
Plaintiffs,) 1659 JFM P
10)
vs.) Declaration in Support of
11)
COUNTY OF PLUMAS, et al.,) Request for a Status Conference
12)
Defendants)
13)

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15 I, Paul W. Comiskey, swear as follows: I am an attorney licensed to
16 practice in California. I am one of the Counsel of Record in this case. I
17 received a proposed stipulation to terminate the consent decree in this case
18 on February 20, 2012. I, and Co-Counsel, Lincoln Ellis, inspected the Plumas
19 County Jail in response to the request to terminate the Consent Decree in
20 April 2012. The Plumas County Jail was being operated with serious
21 violations of the Consent Decree. The jail capacity had been increased from
22 the capped number of 37 to 67. The staffing was at the same inadequate level
23 of the jail when the capacity was capped at 37. The browsing law library had
24 been dismantled with law library access being provided by Legal Research
25 Associates. Confidentiality of legal research was being breached by the
26 Sheriff retaining copies of all the inmate requests for legal materials. The
27 requirement that a licensed clinical psychologist or forensically trained
28 medical doctor be available to the jail generally within ten minutes and not

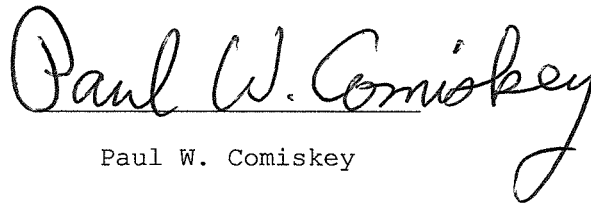
1 later than one hour had never been met by the Sheriff. There has been no
2 accreditation of the Medical and Mental Health Program by the California
3 Medical Association or any effort to assure that the Medical and Mental
4 Health Services are in accordance with the Standards of the California
5 Medical Association.

6 The Consent Decree was subsequently amended by a Joint Stipulation of
7 the Parties and an order of the Court. It removed the cap on the jail
8 population and instead ordered that the jail population and staffing be in
9 accordance with the recommendations of the California Correctional Standards
10 Authority. Additional staff has been added by the jail and it is currently
11 in compliance with the Standards of the Correctional Standards Authority.
12 The Consent Decree was further amended to allow "mental health services to be
13 provided by a level of mental health provider (eg. L.C.S.W, M.F.T., PhD.,
14 M.D. in accordance with the current CMA Standard. Treatment may be provided
15 by telemedicine as permitted by applicable law." The Sheriff has not made any
16 changes to the mental health services to the Jail Inmates to bring its level
17 of service to that required by the California Medical Association since the
18 Consent Decree was amended or consulted with the California Medical
19 Association to formulate a plan to be in compliance with CVMA standards.

20 There have been no changes to law library access except the
21 Sheriff is installing kiosks in the jail that will permit some access to
22 legal materials. Plaintiff Counsel has not inspected this system.

23 The Consent Decree in this case is set to expire on January 1, 2018. The rate
24 of progress being made on compliance causes concern that serious violations
25 of the Consent Decree will not be made by that date. Plaintiff Counsel
26 believe that the Court can assist the parties to a resolution of the issues
27 and help to form the final shape of the Consent Decree. Accordingly, it is
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1 prayed that the Court set this matter for a Status Conference in May, 2015 or
2 as soon thereafter as possible. Plaintiffs' Counsel by date will have had an
3 opportunity to inspect the jail again and review the latest inspection report
4 of the Correctional Standards Authority. Counsel has inspected the jail in
5 2012 and each year thereafter. Each inspection has resulted in entreaties to
6 the Defendants to bring the jail into compliance with the Consent Decree. I
7 believe that the Court could help us make progress. I swear under penalty of
8 perjury in Newcastle, California on March 5, 2015, that the above statements
9 are true in my best knowledge and belief.

10
11 
12 Paul W. Comiskey

Paul W. Comiskey
PRISONERS RIGHTS UNION
2310 J Street, P.O. Box 1019
Sacramento, CA 95812-1019
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Michael Jackson
P.O. Box 207
Quincy, CA 95971

Attorneys For Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PEDERSON, et. al.)	
)	CASE NO. 89-1659
Plaintiff,)	LKK-JFM
)	
vs.)	<u>Consent Decree</u>
)	
THE COUNTY OF PLUMAS, et. al.,)	
)	
Defendants.)	
_____)	

I. INTRODUCTION

A. This is an action pertaining to the conditions in the Plumas

1 County Jail(Jail), brought by Walter Pederson and Cheryl Preston,
2 certified as a class action, comprised of all present and future
3 prisoners incarcerated in the Plumas County Jail. The Complaint For
4 Injunctive Relief alleges that plaintiffs rights, privileges and
5 immunities arising under the Constitution, (First, Fourth, Eighth and
6 Fourteenth Amendments) and Laws of the United States have been
7 abridged by the individual defendants, acting under color of law. The
8 plaintiffs are represented by attorneys:

9 Paul Comiskey
10 Prisoners Rights Union
11 2310 J Street, P.O. Box 1019
12 Sacramento, CA 95812-1019

13 Richard P. Herman
14 229 Marine Avenue
15 Balboa Island, CA 92662

16 Paul T. Persons
17 1834 Arroyo Canyon Drive
18 Chico, California 95928

19 Dan Stormer
20 Litt and Stormer
21 3550 Wilshire Blvd., Suite #1200
22 Los Angeles, CA 90010

23 Michael Jackson
24 P.O. Box 207
25 Quincy, CA 95971

26 The Defendant Richard Mackenzie, individually and as Sheriff of the
27 County of Plumas, and defendant County of Plumas are represented by
28 attorneys:

Robert Shulman, County Counsel
Michael Jamison, Deputy County Counsel
P. O. Box 10388
Quincy, CA 95971-6010

1 B. All the parties by and through their undersigned counsel hereby
2 present to the Court for its consideration and adoption the within
3 Consent Decree, offered in resolution of all issues raised in the above-
4 captioned matter, excepting use of the safety cell/rubber room and
5 attorney fees and costs to be heard and determined by separate motion.
6 However, it is expressly understood by the parties that if the Court
7 shall fail or refuse to approve this Consent Decree, it shall become null
8 and void and without any force or effect and none of the parties shall be
9 bound by it.

10 C. The parties, by their respective counsel, have agreed to the entry
11 of this Consent Decree and do hereby agree:

12 1. That the provisions of this Decree constitute the entire
13 consideration by the parties for the full settlement of the issues set
14 forth herein, excepting the issue of use of the safety cell/rubber room
15 which Plaintiffs contend is unconstitutional and Defendants contend is
16 properly used and the issue of attorney fees and costs, to be determined
17 by the court on separate motion;

18 2. That this Consent Decree is the entire agreement of the
19 parties as to the issues set forth herein:

20 3. That neither this Decree nor any provision thereof
21 constitutes evidence or admission of responsibility or liability of any
22 party as to any issue of law, equity, or tort raised by the pleading
23 herein, except that Plaintiffs shall be the prevailing party solely for the
24 purpose of determining attorney fees;
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4. That the parties waive any statement of decision and/or findings of fact and conclusions of law on the issues raised by the pleading or otherwise, except as to attorney fees and costs and use of the safety cell/rubber room; and

5. That the parties expressly waive the right to appeal, if any, this Consent Decree, except as to the issue of attorney fees and costs and use of the safety cell/rubber room.

D. Whenever the term "counsel" is used herein it shall refer to counsel of record in the above-entitled proceeding at any given time.

The Court having been fully advised and informed of the facts and circumstances, and good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

II. INTERPRETATION

A. This Decree is entered into as a settlement of an existing dispute among the parties as to whether the Plumas County Jail, Quincy, California, falls below, meets, or exceeds minimum constitutional and/or statutory standards.

B. All exhibits attached hereto are made a part hereof and incorporated by reference thereto the same as though more fully set forth herein.

C. By entering into this Decree, defendants do not admit to any violations of or failure to comply with applicable laws, rules or regulations, nor do defendants admit to any violation of constitutional standards, except the defendants admit the plaintiffs are the prevailing

party for the sole purpose of attorney fees and costs.

1 D. Plaintiffs shall seek no further equitable relief for the acts,
2 practices or omissions as to the issues set forth herein, other than the
3 issue of the safety cell/rubber room and for attorney fees and costs,
4 alleged in the Complaint except to enforce the provisions of this Decree
5 thereby, to the extent permitted by law, waiving the right to seek
6 further equitable relief on the causes of action alleged in the
7 Complaint.
8

9 E. Plaintiffs agree that this Decree is fully binding on each of them
10 individually, and on the plaintiff class. Defendants agree that this
11 Decree is fully binding on each of them, and each of their officers,
12 agents employees and successors.

13 F. The only obligations of the parties hereto are those explicitly
14 stated herein.
15

16 G. Nothing in this Consent Decree shall prevent the Sheriff from
17 seeking additional staff or resources from the Board of Supervisors of
18 the County of Plumas.

19 III. JURISDICTION

20 A. All parties do hereby recognize and submit to the continuing
21 jurisdiction of the United States District Court, Eastern District.
22

23 IV. RECITATIONS

24 A. The Defendants, shall:

25 1. Maintain all housing units at or below their rated
26 capacities as set forth in the 1989 Board of Corrections Report. The
27 overall rated capacity shall be 37.
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1 2. The population of any housing unit in the Plumas County
2 Jail shall not exceed the rated capacity as set forth above. Every
3 inmate shall be provided a bed in the appropriate classification.
4 Whenever it is necessary in order to maintain housing units at their
5 rated capacities, as set forth above, the Sheriff will summarily release
6 inmates from the Plumas County Jail.

7 3. Each inmate housed in the Plumas County Jail shall be
8 provided with a personal storage space of sufficient size to hold the
9 inmate's personal effects.

10 4. Each inmate shall be provided with jail issued clothes
11 that are of a sufficient size and warmth for that inmate's activities.
12 Inmates shall be provided with an exchange of clean undergarments(T-
13 shirts, underwear, socks and bras for women inmates) at least twice
14 per week and an exchange of clean outer garments at least once per
15 week. Women shall be provided with two underwear at each clothing
16 exchange.

17 5. All preparation and service of food to inmates shall meet
18 or exceed the requirements as set forth in the California Restaurant
19 Standards Act.
20

21 6. All inmates shall be provided with access to exercise
22 at least one hour per day five days per week. Prisoners shall be
23 provided access to indoor exercise during inclement weather. Outdoor
24 exercise shall be provide when whether permits.
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26 7. Dental care shall be promptly provided to all inmates
27 including the repair of teeth and the provision or repair of dentures
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when necessary. Such necessity shall be based on generally accepted dental practices for the State of California and to allow inmates to eat solid food and maintain good dental health. The Sheriff shall provide dental services in order to avoid unnecessary pain and suffering by the inmates in the jail. The provision of necessary dental care shall not be discouraged in any manner.

8. Medical care shall promptly be provided to all inmates including personal access to a California licensed physician. The standard of medical care provided to the inmates shall be as set forth in the "Standards for Health Services in Detention Facilities", California Medical Association (CMA) (1989), except that section 307 Health Appraisals will be provided generally within twenty four hours, not to exceed 5 days, after the prisoners arrival at the jail. The provision of medical care shall not be discouraged in any manner. The (CMA) standard, section 317, concerning the use of a safety cell/rubber room is not agreed to by Plaintiffs.

9. The Jail's Mental Heath Policies and Procedures shall comply with the requirements of the "Standards for Health Services in Detention Facilities", CMA (1989), excepting the standard concerning the safety cell/rubber room. At least a California licenced clinical psychologist or a physician with mental health training and experience, shall be available to the jail on twenty-four hour call, capable of immediate personal response to the jail (This policy requires that immediate response shall be generally within 10 minutes but not to exceed 60 minutes).

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10. The visitation policy shall be utilized, providing inmates with access to visits two days per week for a minimum of at least one half hour for each visit. Every prisoner, to the extent facilities and staff are available, will be provided the opportunity for additional visits. Drop in visits from out of town visitors will be accommodated when facility and staff are available. Unaccompanied minor children shall be allowed to visit prisoners, subject to the legitimate safety and security interests of the Jail. Visitation policies will be posted so as to provide notice of the visitation policies to persons visiting the Plumas County Jail. Inmates shall be provided unmonitored visitation with attorneys.

11. The Plumas County Jail shall be staffed by at least three correctional officers during the day shift, with at least two correctional officers during the two other shifts. Each shift shall have a woman correctional officer and a designated person with the authority to carry out the policies and procedure contained herein.

12. Inmates shall be provided prompt physical access to a Law Library located at the Jail.

13. The current grievance policy shall be fully utilized, providing inmates with a written response and a copy of any grievance filed within 24 hours of the filing of a grievance.

14. Prisoners in the Plumas County Jail shall be provided access to a pay phone and a no charge local phone in the indoor or outdoor exercise yard during their exercise time, if PacBell will install such phones. Said phones are to be paid for from the inmate welfare

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fund. Collect call phones will be installed in each day room and in the cell were no day room exists. Collect phones shall be turned on from 7 a.m. to 11p.m. each day, except that the phones may be turned off for proper disciplinary purposes.

Prisoners who want to contact their local counsel, in addition to calling collect, will be provided access to the phone in the attorney-client room where they make take a call from their attorney or make a call to their local attorney.

X 15. Woman inmates in the Plumas County Jail shall be provided equal access to programs and work opportunities in the Plumas County Jail. Medical Services for women will be posted as per the California Penal Code.

16. An inspection shall be conducted by a State Fire Marshall, mutually agreed to by the parties, within 60 days of the signing of this Consent Decree, with a counsel for the plaintiffs and a counsel for the defendants if he/she so chooses. Defendants agree to comply with the recommendations, if any, issued by said State Fire Marshall in a prompt and timely manner.

17. The Sheriff will not hold in the jails any warrantless arrestee who has not been provided with a determination before a judge, commissioner or judge pro tem of probable cause for continued detention within 48 hours of arrest.

18. Inmates in the Plumas County Jail shall be provided with access to non legal reading material. Inmates shall be allowed to receive magazines, newspapers and soft-covered books through the

mail, from publishers and book stores.

19. Inmates shall have access to a television, connected to cable television in each of the housing units.

3 V. POLICIES AND PROCEDURES

4 A. The Plumas County Sheriff's Department operates according to a
5 Manual of Policies and Procedures which is carried out by its Policies
6 and Procedures.

7 B. The Sheriff hereby agrees to continue to implement and/or
8 produce the following Policies and Procedures:
9

- 10 1. An inmate handbook of general information to be handed
11 out to each inmate, to orient the inmate to the rules,
12 regulations and operating procedures of the Plumas
13 County Jail. (Exhibit A)
- 14 2. Inmate Grievance Procedures (Exhibit A)
- 15 3. Disciplinary Procedures (Exhibit A)
- 16 4. Law Library access and procedures(Exhibit A)
- 17 5. Classification Plan for Inmates
- 18 6. Fire and Life Safety in the Jail plan and procedure.
- 19 7. Medical, Dental and Physiological services (Exhibit A)
- 20 8. Visitation, policies and procedures
- 21
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25 C. The Policies and Procedures enumerated in the foregoing
26 Paragraph B shall be deemed to replace, supersede, amend, or modify any
27 and all prior Policies and Procedures, or parts thereof, inconsistent
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1 therewith or contrary thereto. The remaining Policies and Procedures,
2 or part thereof, not so inconsistent or contrary, remain in full force and
effect.

3 D. The Sheriff shall prepare, adopt and implement within thirty (30)
4 days from the effective date of this Consent Decree a Facility
5 Sanitation, Safety, and Maintenance Plan as required by California
6 Regulation Code Section 1280. The plan shall specify tasks to be
7 performed by Correctional Officers, trustees and non-trustee inmates.
8

9 E. The Sheriff shall provide a procedure, providing prisoners with
10 voter registration forms, whereby qualified prisoners can receive
11 absentee ballots and vote absentee in local, state, and federal
12 elections, pursuant to election codes.

13 F. The requirements in this Consent Decree relating to the content
14 of the Sheriff's Policies and Procedures are not intended to preclude
15 revisions thereto in the future, provided that the substantive
16 requirements of this Consent Decree are implemented and adhered to by
17 the defendants. Copies of any such Policies and Procedures as amended,
18 shall be mailed to all counsel of record not less than twenty (20) days
19 prior to their effective date. If counsel for any party believe any such
20 proposed amended Policies and Procedures violates any provision of this
21 Consent Decree, such party may petition the Court for appropriate relief
22 and give notice thereof to all parties.
23
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25 V. INFORMATION FOR JAIL INMATES

26 A. The Sheriff shall prepare and distribute a Jail Information
27 Booklet for the orientation of inmates. It shall contain verbatim the
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following :

- 1 1. General Information Handbook for Inmates(Exhibit 1)
- 2 2. Rules of Conduct (Exhibit 2)
- 3 3. Inmate Grievance Procedure (Exhibit 3)
- 4 4. Disciplinary Procedures (Exhibit 4)
- 5 5. Medical, dental and psychological services(Exhibit 9)
- 6 6. Visitation policies and procedures (Exhibit 10)

7
8 The County of Plumas shall cause the same to be printed forthwith
9 in ample quantity to meet the anticipated inmate population needs of
10 the Plumas County Jail.

11 B. The Sheriff shall cause to be kept and maintained in the jail's
12 library room a copy of the Consent Decree with name, address and
13 phone number of plaintiff's counsel.

14 C. The County shall assign and designate qualified maintenance
15 personnel to report to the Plumas County Jail regularly to check the
16 repair log and take immediate steps to repair, replace, or correct any
17 and all items or matters requiring repair, replacement, or correction.
18 Furthermore, the County shall make the necessary arrangement for a
19 responsible qualified maintenance person to be on call at all times
20 during weekends and holidays to take care of emergency situations.

21
22 E. The maintenance of the Plumas County Jail includes, but is not
23 limited to, the following:

- 24 1. The present evidence storage room shall be renovated as
25 an indoor exercise yard, including weights, basketball hoop and ping
26 pong table.
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1 2. The exercise yard shall be resurfaced so as to provide a
2 smooth surface to allow inmates to play basketball and other such
3 games.

4 3. The basketball hoop and backboard shall be fixed or
5 replaced.

6 4. All housing units shall be kept clean and painted on a
7 regular or as needed basis.

8 5. Each shower shall be equipped with a shower curtain in
9 good condition.

10 6. All lighting and plumbing facilities will be maintained in
11 working order, with replacements and repairs undertaken as necessary.

12 7. Climate control throughout the jail facility shall be
13 installed, maintained and operated in a manner to provide an acceptable
14 temperature range throughout the area where inmates are housed,
15 recreate or work . An air-conditioning unit will be installed at the
16 Jail to maintain an acceptable temperature range in the Jail during
17 summer days.

18 8. Mirrors shall be installed in each housing area or cell.

19 9. Additional Recreational equipment shall be provided for
20 inmates in the recreation room and outdoor exercise area, to be
21 purchased from the inmate welfare fund.
22

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24 IX. INSPECTIONS

25 1. The counsel for the plaintiff shall make such inspections
26 and reviews when deemed necessary to determine that compliance with
27 the consent decree is occurring. Reasonable attorney fees and costs
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1 shall be paid for such inspections and/or reviews. Such reasonable
2 attorney fees and costs shall be determined by a duly noticed motion to
the court should the defendants contest the fees and costs requested.

3 2. The plaintiff's counsel shall have access to all facilities
4 at the Plumas County Jail and to all memoranda, logs, reports, records,
5 studies, and documents pertaining to the subject matters of this Decree
6 and/or to the Plumas County Jail in possession of the defendants other
7 than confidential attorney-client communications, staff personnel
8 files, and inmate medical records, unless the plaintiffs' counsel obtain
9 a court order or authorization. Plaintiffs' counsel shall be permitted to
10 exercise this right without prior notice, but shall exercise this right to
11 access in a reasonable manner. Prior notice to opposing counsel of any
12 inspection shall be provided to Defendants' counsel who may accompany
13 plaintiffs' counsel on such inspection, but shall not provide notice of
14 such inspection to any person such that the confidentiality and surprise
15 of such visit is compromised. Any problem observed or discovered
16 during such inspection shall be subject to a meet and confer with
17 defendants' counsel prior to the initiation of court action related to
18 such observation or discovery.

19 3. The defendants, and each of them, shall comply with any
20 reasonable requests by the plaintiffs' counsel for specific types of data,
21 information, or summaries of records not now in existence.

22 X. ENFORCEMENT

23 A. The following procedures shall be used for enforcement
24 of the Consent Decree during the term of the Decree.

1 1. Enforcement of this Decree may be sought by any party. If
2 sought by the parties, it shall be by duly noticed motion or order to
3 show cause. In either event, enforcement issues will be heard and
4 decided by the United States Federal District Court.

5 IX. SCOPE OF ENFORCEMENT

6 1. This Decree empowers the Court to compel any act required
7 by this Decree, enjoin any act proscribed by this Decree, to interpret
8 this Decree, and to modify the Decree as set forth herein.

9 XI. COMPLIANCE

10 A. The provisions of this Consent Decree shall not be construed to
11 abrogate the powers of the Sheriff or Jail Commander to temporarily
12 suspend any standard or requirement herein prescribed in the event of a
13 bonnified emergency. Such an emergency shall include a situation
14 which threatens the safety (1) of the Plumas County Jail, or any of its
15 facilities, (2) of any of its inmates or staff, or (3) the public as
16 provided in Section 1012, Title 15, California Regulatory Code. The
17 Sheriff or the Jail Commander shall give prompt written notice to
18 counsel of record herein of any such emergency suspension of standards
19 or requirements or of the requirements of this Consent Decree
20 specifically stating the standards or requirements suspended and the
21 facts and circumstances which are asserted as justification for such
22 suspension. Examples of emergency situations include major damage to
23 the jail facilities caused by fire, earthquake, or other disaster; labor
24 strike or work stoppage involving the jail staff; inmate riot or
25 insurrection; major civil disorder. If any party believes that such
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1 suspension is unjustified, then such party may petition the Court for
2 appropriate relief upon due and proper notice thereof to all parties.

3 C. The defendants shall do each and every act, execute all necessary
4 directives and orders to subordinates, expend or authorize the
5 expenditure of all necessary funds, and take whatever other actions are
6 necessary to fully implement each and every provision of this Consent
7 Decree as set forth herein so as to insure complete and full compliance
8 therewith. Copies of the consent decree shall be distributed to all
9 Plumas County employees, present and future who are involved with the
10 housing of inmates, with instruction that the consent decree is to be
11 observed and follow both in spirit and letter of the decree.

12 XII. MODIFICATION

13 A. This Consent Decree may be modified, amended or terminated
14 only by the Federal Court and on duly noticed motion or by written
15 stipulation of counsel.
16

17 B. This Consent Decree shall be modified, amended or terminated
18 only upon an affirmative showing that modification is necessary and
19 appropriate because of:

20 1. Provisions of the Decree which have proved wasteful,
21 unworkable or inherently adverse to carrying out the intent and purpose
22 of this Consent Decree, or

23 2. A change in material fact or law so that the ends of justice
24 will be served by modification consistent with the intent and purpose of
25 this Consent Decree.
26

27 E. If plaintiffs' counsel successfully seek modification of the
28

Consent Decree, they shall be entitled to a reasonable attorney fee and cost award.

XIV. CLAIMS, ATTORNEY FEES AND COSTS

Plaintiffs contend that they are entitled to attorney's fees and costs. Defendants dispute this contention. Therefore the parties agree that the above-entitled court shall determine the amount of attorney fees and costs, at a duly noticed motion for attorney fees and costs. Such award shall not preclude appropriate future awards of attorney costs and fees if appropriate.

We the undersigned, on behalf of our respective clients and in settlement of this action, agree to the entry of this Consent Decree. The effective date of this Consent Decree shall be the date it is approved and filed by the Court.

Dated: 2/7/92

Paul J. Persons
Counsel for Plaintiffs

Dated: 10/1/91

Jim Smith
Chairman, Board of Supervisors

Dated: 10-1-91

Michael Jamison
Counsel for Defendants

Dated: 10-3-91

L. Jonell E. St.
Plumas County Sheriff

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