



Jl-CA-005-002

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5
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7
8 **LODGED** IN THE UNITED STATES DISTRICT COURT

9 FEB 04 1985 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 CLERK OF DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

11 ~~JANE G.~~, by her Next Friend, ALICE
 C. SHOTTON, on behalf of herself
 12 and all others similarly situated,

13 Plaintiffs, CIVS-84-0080 RAR

14 v.

SETTLEMENT AGREEMENT AND
ORDER RE: DECLARATORY AND
INJUNCTIVE RELIEF AND DAMAGES

15 SOLANO COUNTY, CALIFORNIA;
 RICHARD W. GRABLE, Chief
 16 Probation Officer for Solano
 County, California, individually,
 17 and in his official capacity; and
 A.M. BUKWICH, Superintendent of
 18 Juvenile Hall, County of Solano,
 individually and in his official
 19 capacity,

20 Defendants. /

21
 22 This is a civil rights action for declaratory judgment and
 23 permanent injunction brought on behalf of children who are, who
 24 have been or who will be confined in the Solano County Juvenile
 25 Hall (hereinafter referred to as "Juvenile Hall"), challenging the
 26 constitutionality of certain practices, policies and regulations

1 of Juvenile Hall. The named plaintiff in this action also seeks
2 compensatory and punitive damages.

3 The Complaint in this action was filed on January 17, 1984.
4 The plaintiff, on behalf of herself and a class of juveniles
5 similarly situated, alleged that the defendants have subjected or
6 are subjecting plaintiffs to policies and practices that violate
7 the United States Constitution: prohibiting juveniles from
8 visiting or communicating by telephone with attorneys other than
9 their attorney of record, effectively prohibiting plaintiffs
10 access to courts to protect their rights; confining juveniles to
11 continuous isolation for unreasonable periods (up to weeks at a
12 time) and under unreasonable circumstances; and arbitrarily
13 confining juveniles to isolation without any procedural due
14 process safeguards such as notice and an opportunity to be heard.

15 The named plaintiff further alleged that as a result of the
16 above-stated unconstitutional policies and practices, and that as
17 a result of her continuous confinement in isolation from December
18 28, 1984, to January 4, 1984, with no access to showers, exercise,
19 recreation or education, she suffered injuries.

20 Although defendants neither admit nor deny any allegations of
21 fact or legal liability, the parties have now agreed to the entry
22 of a Settlement Agreement and Order resolving all of plaintiffs'
23 claims for declaratory and injunctive relief and for damages.

24 Now, therefore, based upon the stipulation and agreement of
25 all parties to this action, by and through their respective
26 counsel, and based upon all matters of record in this case,

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. This Court has jurisdiction over this matter.

3 2. The named plaintiff in this action is JANE G., suing by
4 and through her Next Friend, ALICE C. SHOTTON.

5 3. The defendants in this action are: SOLANO COUNTY,
6 CALIFORNIA; RICHARD W. GRABLE, Chief Probation Officer for Solano
7 County; and A.M. BUKWICH, Superintendent of Juvenile Hall, County
8 of Solano. This Settlement Agreement and Order is binding upon
9 the successors in office of defendants GRABLE and BUKWICH.

10 4. This action be maintained as a class action pursuant to
11 Fed. R. Civ. P. 23(a) and (b)(2). The class consists of all
12 juveniles who are, who have been, or who will be confined in
13 Juvenile Hall. The class is so numerous that joinder of all
14 members is impracticable. There are both factual and legal
15 questions common to the class. The named plaintiff's claims are
16 typical of the class. The representative of the class will fairly
17 and adequately protect the interests of the class members.
18 Further, the defendants have acted or refused to act on grounds
19 generally applicable to the class, making final injunctive and
20 declaratory relief with respect to the class as a whole
21 appropriate.

22 5. Effective upon entry of this Settlement Agreement and
23 Order, the defendants and their employees shall allow children
24 detained in Juvenile Hall to visit and to communicate by telephone
25 with attorneys, other than their attorney of record, and in
26 furtherance of this Agreement, defendants shall use the Attorney's

1 Visitation Request Form, a copy of which is attached hereto as
2 Exhibit A.

3 6. Defendants and their employees shall not confine a child
4 in isolation in Juvenile Hall unless that child presents an
5 immediate danger to self or others. Defendants and their
6 employees shall not use isolation for punitive or disciplinary
7 purposes.

8 7. Defendants and their employees shall limit the duration
9 of isolation to that period of time during which the child
10 presents an immediate danger to self or others, and in no event
11 shall defendants and their employees allow the duration of
12 isolation to exceed twenty-four (24) hours.

13 8. Defendants and their employees shall provide to every
14 child, while in isolation, the following:

15 a. A clean and sanitary room with adequate lighting,
16 heat, and ventilation, and containing a bed, pillow, blankets
17 and sheets;

18 b. Full meals;

19 c. A full complement of clean clothes, including a
20 change of undergarments and socks;

21 d. Items necessary for personal hygiene, including soap,
22 toothpaste, toothbrush, comb, towels, toilet paper, a shower
23 and access to a toilet and water fountain as needed; and

24 e. Writing materials, including pen, pencils, paper and
25 a writing surface.

26 9. Defendants and their employees shall set aside a minimum

1 of one (1) hour during the twenty-four (24) hours maximum
2 isolation period for out of room exercise for children in
3 isolation.

4 10. Defendants and their employees shall allow children in
5 isolation to communicate with attorneys by telephone and by mail.

6 11. For children in isolation, defendants and their employees
7 shall not open outgoing mail from plaintiffs and may open incoming
8 mail to plaintiffs only in the presence of the child to whom the
9 mail is addressed.

10 12. Defendants and their employees shall allow children in
11 isolation to attend religious services and/or religious counseling
12 of the child's choice.

13 13. For children in isolation, defendants and their employees
14 shall provide a room study program with daily visits by teaching
15 staff.

16 14. For children in isolation, defendants and their employees
17 shall provide the availability of medical attention at all times.

18 15. Defendants and their employees may remove from the
19 room of any child in isolation any object that may endanger the
20 child, other children or staff.

21 16. The Senior Counselor and/or Supervising Group Counselor
22 shall visit children in isolation at least once during the 7:00
23 a.m. to 3:00 p.m. shift, and once during the 3:00 p.m. to 11:00
24 p.m. shift. A continuing written assessment of the child's
25 behavior and attitude shall be maintained by such counselors.

26 17. Defendants or their employees shall make regular checks

1 of the rooms occupied by children in isolation at fifteen (15)
2 minute intervals.

3 18. Defendants and their employees shall provide every child
4 placed in isolation the following:

5 a. Written notice to the child prior to isolation
6 unless postponement of isolation would endanger the child,
7 other children or staff. If so, defendants or their
8 employees shall provide written notice to the child within
9 thirty (30) minutes of imposition of isolation;

10 b. Specific reasons for placing the child in isolation
11 and a statement justifying isolation shall be specified by
12 defendants or their employees in the written notice to the
13 child;

14 c. A hearing prior to isolation unless postponement of
15 isolation would endanger the child, other children or staff.
16 If so, defendants or their employees shall provide a hearing
17 as soon as possible after imposition of isolation, but in no
18 event shall the hearing be held more than twenty-four (24)
19 hours after imposition of isolation.

20 d. A neutral factfinder to conduct the hearing;

21 e. The right to respond to the allegations against him
22 or her, to introduce evidence and to call witnesses, at the
23 hearing.

24 19. Defendants or their employees shall post on the bulletin
25 board of each unit a Grievance Procedure and/or Due Process
26 Procedure incorporating the rights set forth in ¶18, above.

1 20. Effective upon entry of this Settlement Agreement and
2 Order, defendants shall pay to the named plaintiff JANE G., by and
3 through her Next Friend ALICE C. SHOTTON, the sum of TWO THOUSAND
4 TWO HUNDRED FIFTY DOLLARS (\$2,250.00).

5 21. Plaintiffs reserve the right to request such attorneys'
6 fees and costs as this Court deems appropriate, and defendants
7 reserve the right to oppose such request.

8 22. The agreement set forth herein constitutes a fair and
9 reasonable resolution of plaintiffs' claims for declaratory and
10 injunctive relief, and for damages, and is therefore approved by
11 this Court.

12 23. It is the parties' intent that this Settlement Agreement
13 and order shall not be published.

14 DATED:


15
16 UNITED STATES DISTRICT COURT

17 

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19 ALICE C. SHOTTON
20 CAROLE B. SHAUFFER
21 MARK I. SOLER
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24 San Francisco, CA 94103

25 Attorneys for Plaintiffs

26 CHARLES O. LAMOREE, County Counsel

By 

THOMAS H. GORDINIER
Chief Deputy County Counsel
OFFICE OF COUNTY COUNSEL
County Courthouse
Fairfield, CA 94533

Attorneys for Defendants COUNTY,
GRABLE and BUKWICH

COUNTY PROBATION DEPARTMENT
JUVENILE DIVISION
JUVENILE INSTITUTIONS

ATTORNEY'S VISITATION REQUEST FORM

Attorney's Name: _____ Date: _____
Address: _____ Time: _____
Telephone: _____

Name of Minor to be visited: _____

I certify under penalty of perjury that: (check appropriate box(es))

- I am the minor's attorney of record.
- To the best of my knowledge, the minor has no attorney of record; or
- I have informed the minor's attorney of record of this visit.

I certify under penalty of perjury that I have been retained by the minor and/or the minor's parent(s) or guardian to counsel said minor and that; (check appropriate box(es))

- I have contacted the minor's parent(s), or guardian whom I believe to have legal custody, and he/she has authorized this visit; or
- I have not communicated with the minor's parents because such a communication would violate my ethical obligation to protect the minor's confidence.

(Attorney)
Required Attorney's Personal Identification:
California Bar Card I.D. # _____
California Operator's License # _____
Other _____

(Verifying Officer) (Date)

I, _____, agree to meet with
(Minor)
_____, a licensed attorney.
(Attorney)

(Minor's Signature)

EXHIBIT A