

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

D.D. and all other similarly situated, et al.,	:	Case No. 2:10-cv-1097
	:	
Plaintiffs,	:	Judge: Edmund A. Sargus, Jr.
v.	:	
	:	Magistrate Judge: Terence P. Kemp
WASHINGTON COUNTY, OHIO, et al.,	:	
	:	
	:	<u>CLASS ACTION</u>
Defendants.	:	<u>CONSENT DECREE</u>
	:	
	:	

I. INTRODUCTION

1. This consent decree is entered into by the parties to resolve all of the claims made in this action and seeks to build on initiatives already commenced at the Washington County Juvenile Center (WCJC) to improve the care and treatment of youth in its custody.
2. In this case, the Plaintiffs D.D. *by and through his legal custodian and next friend*, B.T.; K.M., *by and through his mother and next friend*, J.M.; N.B., *by and through his mother and next friend*, A.D.; B.M. *by and through her mother and next friend*, J.A.; C.M., *by and through her mother and next friend*, E.M.; W.G., *by and through his grandmother, and custodian and next friend*, D.G.; J.R. *by and through his mother and next friend*, W.R.; and J.L., *by and through his mother and next friend*, S.S., bring a number of claims on behalf of the class of all youth who have been, are, or will be in the custody at the WCJC.
3. The Defendants have agreed to enter into a settlement and this consent decree in an effort to improve the services at the Juvenile Center, while avoiding the time and expense of litigation. The Plaintiffs acknowledge the Defendants' efforts to amicably resolve these

disputes, and their willingness to provide services that exceed legal requirements and which benefit the juveniles in their care.

4. This action was filed by Plaintiffs on December 6, 2010. Doc. 1. On March 3, 2011, the Court entered an Order certifying this case as a class action and naming Alphonse A. Gerhardstein and Jennifer L. Branch as Class Counsel and the Plaintiffs as representative Plaintiffs. Doc. 22.
5. On January 11, 2011, the Court, upon request of both parties, set a process in place to assist the parties in reaching an early resolution of the matter by encouraging an exchange of facts and expert opinions. Doc. 16. The resulting exchange of class member files, policies, site visit observations, and expert opinions served as the basis for the extensive, informal negotiations that followed. These negotiations have been undertaken in good faith and at arm's length, allowing the parties to reach agreement on the procedures and substantive criteria the parties will follow for improving services to the youth in the class. The parties freely and voluntarily, and with the advice of counsel, enter into this consent decree for that purpose.
6. In drafting this consent decree to correct a violation of a Federal right, the parties and the Court have given substantial weight to any adverse impact on public safety or the operation of the criminal justice system caused by the relief.

II. PHYSICAL DESCRIPTION OF THE WCJC

7. The WCJC is located at 1699 Colegate Dr., Marietta, Ohio. The facility was remodeled in 1999 and it has two girls' bedrooms, three boys' bedrooms, girls' and boys' day rooms, classrooms, offices, programming space, dining room, kitchen and a gymnasium. The girls' bedrooms accommodate five girls. The boys' bedrooms accommodate five boys.

8. The “observation cell” is located at the beginning of the girls’ wing of the facility. It has a single-occupancy design and is used for intake, suicide observation, isolation and detention. The other three detention cells are located on the boys’ side of the facility. One detention room is a single-occupancy design and the other two are double-occupancy. All four rooms have an institutional sink/commode, a table with stools and beds that are attached to the floor. There is no other furniture. The single-occupancy detention room has a shower that is used by all detention youth. Cameras that are viewed by an employee stationed at the front desk monitor all four rooms. That front desk position is staffed twenty-four hours a day by both male and female staff members.

III. REVISED CLASS DEFINITION

9. Based upon the investigation, research and negotiations of the parties, they hereby agree to the following revised class definition:

“All persons under twenty years of age as of December 6, 2010 (and others for whom the statute of limitations is legally tolled) who have been, are now, or will in the future, be held in custody at the Washington County, Ohio, Juvenile Center.”

IV. SUBSTANTIVE REMEDIAL MEASURES – INJUNCTIVE RELIEF

A. DETENTION AND OBSERVATION CELLS

10. Defendants may place a program or shelter care youth into isolation due to behavior issues in either the observation cell or a detention cell pursuant to the administrative code governing Community Residential Centers (OAC 5139-35), but shall not house said program/shelter care youth in isolation in said cells for longer than 24 hours, with the exception that Defendants may place a program/shelter care youth into the observation cell for suicide watch purposes in accordance with the recommendation of the mental health provider.

11. Youth in detention status shall not be held at the WCJC longer than 24 hours. All detention admissions shall be in accordance with Rule 7 of the Ohio Rules of Juvenile Procedure.
12. With respect to detention youth, Defendants will continue their policy of permitting half-hour visits from the child's parent/custodian where feasible, prior to transport, and visits from counsel at any time, prior to transport. Visits with a youth's parent, custodian, or counsel are scheduled as time permits and subject to the schedules of the transporting officials. Visits will not be unreasonably denied.
13. Youth held in detention between 7am-7pm shall be permitted a minimum of one hour large muscle activity in the gymnasium every day. No physical restraints shall be placed on the youth while the youth is being held in the detention cells, in the gymnasium, while transported inside the facility, or while attending school. Youth may be placed in restraints for transport outside of the facility.
14. Defendants agree to either re-position or obscure the view of the monitoring camera in each cell so that there is a privacy zone around the shower and toilet areas, which will be demarcated on the floor of the cell. In the event a youth is placed on suicide watch, all areas of the cell may be observed by a staff member of the same gender if instructed by the mental health provider.
15. If a youth's behavior warrants, and he or she is held in detention on a date and time when the Center is offering religious programming, he or she may attend the religious programming.
16. Defendants may continue to turn off water temporarily in a detention cell to prevent damage to Center property, fixtures, the cell, or to prevent harm to a youth, as documented in an

incident report. Water will be restored as quickly as a youth's behavior warrants and as required to protect the health and safety of the youth.

B. MEDICAL AND MENTAL HEALTH

17. Defendants shall appoint a physician to serve as medical director of the WCJC.
18. The medical director or his designee (physicians, nurse practitioners, physician assistants, RNs, or LPNs) shall, consistent with their licensure, provide medical evaluations for WCJC youth who request medical care. Evaluations shall be provided at least once every week. The director shall be on call or make arrangements for coverage at all other times, which may include designating a local medical facility to provide care after hours and on weekends. The medical director or his designee, consistent with their licensure, has the authority to determine, after review of a request, that an in-person consult is not medically necessary. The medical director or his designee shall not be a WCJC employee.
19. The medical director shall approve all medical and mental health policies and procedures and train staff in the proper implementation of those policies and procedures. The medical director shall ensure that an annual quality assurance audit of the facility is performed either by himself or a peer. The medical director shall ensure that appropriate mental health professionals are available to address the mental health needs of the youth. A contract will be established with the outside mental health provider setting out scope and terms of service for mental health care.
20. The Defendants shall continue their current efforts to secure all medical records and medical information in a locked cabinet in the medication administration room to protect

confidentiality of the youth. The defendants will ensure that only appropriate staff shall have access to the medical records.

21. All youth shall be screened for medical and mental health issues on intake by the staff using a medical assessment form approved by the Medical Director as well as the MAYSI -2 mental health assessment instrument or other similar instrument. All youth shall be given a medical exam within 14 days of admission.
22. Defendants shall continue with their efforts to utilize and train staff to use a screening instrument such as the MAYSI-2 or a similar instrument that will identify mental health concerns including youth at risk for suicide. Any youth at risk for suicide will be promptly assessed by a mental health professional and any recommendations of the mental health professional shall be followed by the Center. Suicide gowns shall only be used when a mental health professional determines that use of the gown is appropriate.
23. All staff will receive an annual training in suicide prevention.

C. PROGRAMMING

24. Defendants shall not use for-profit entities as community service sites. Youths will continue to be advised monthly as to the number of community service hours they have logged.
25. The Center shall make a good faith effort to provide some form of Non-Christian religious services to youth seeking same.
26. Defendants shall continue to consult with the University of Cincinnati (UC) regarding the cognitive behavioral treatment program at the WCJC, including retaining UC to assess and make recommendations regarding the ongoing operation of the program at least once during the first nine months of the term of this consent decree. The Monitor shall simply ensure

that the UC consult is accomplished and that all reports from the consult are received by the Defendants and shared with Plaintiffs' counsel. This decree does not permit the Monitor to mandate implementation of the UC recommendations. The Monitor has no authority to oversee the implementation of any UC recommendations. Rather, the Monitor shall simply ensure that the UC consult is undertaken during the first nine months of the consent decree and that the reports are shared with counsel as set out above.

27. Defendants shall continue to inform the home school district of each youth's admission to the WCJC Rehabilitation Program, and request current copies of IEPs, so that the school's compliance with all special education rules and laws may be achieved on a timely basis. The WCJC shall make a good faith effort to cooperate with area school districts in those districts' provision of special education services on a timely basis.
28. Defendants shall update the WCJC handbook to reflect any changes in rights, responsibilities and programming that are implemented to comply with this consent decree. The handbook shall continue to be shared with parents as well as youth.
29. Defendants shall continue to ensure that all searches of youth are performed by and conducted in presence of staff of the same gender, except in emergency circumstances.
30. Defendants shall continue to ensure that youth will not be permanently terminated from the program without a court hearing.
31. Defendants shall continue to provide staff training in accordance with Ohio Administrative Code 5139-35-06 governing Residential Centers and document the training in the employee personnel files. One staff member shall be designated as training director with responsibility for keeping training records, monitoring training needs and scheduling training as needed.

32. Defendants will end the practice of ordering parents/custodians to pay child support or social security to the County's General Fund.

V. MONITORING

33. Mr. Steve Martin is hereby appointed Monitor by agreement of the parties. Defendants shall pay the Monitor's reasonable monitoring fees and expenses. The general goal of such monitoring and oversight shall be to promote and assist the parties in achieving compliance with Section IV of this decree rather than simply finding noncompliance. The Monitor is a coach and partner in achieving success. The Monitor must also report on the compliance with the terms of this consent decree. Monitoring principles shall include:

- a. The Monitor, to ensure the Center's compliance with Section IV of the Decree, shall gather appropriate data and statistics and conduct on-site inspections. The Monitor shall ensure that decree terms are implemented in a timely fashion through appropriate policies and procedures, staff training and staff supervision, consistent with the objectives of the consent decree. Where disputes between the parties occur or where there appears to be non-compliance, the Monitor shall attempt to resolve such matters in the most expeditious and non-adversarial fashion possible; and
- b. The Monitor will seek to minimize interference with the mission of the WCJC. Defendants will provide timely and complete access to all relevant files, reports, memoranda, or other relevant documents within the control of the Defendants or subject to access by the Defendants; unobstructed access during announced and unannounced on-site tours and inspections to the WCJC, to include any WCJC administrative offices; and unobstructed access to staff and youth and other

persons employed by WCJC and having information relevant to the implementation of this consent decree. WCJC will encourage the teachers who work on site and contractors to cooperate with the Monitor. The parties agree that the Monitor may engage in a private conversation with any party hereto and their counsel.

- c. In the event that Steve Martin is unable or unwilling to serve as the Monitor, the parties will mutually agree on a substitute Monitor.
- d. The Monitor shall not be subject to dismissal except upon the agreement of the parties or by the Court upon motion of one of the parties and a showing of good cause.
- e. The Monitor shall make an initial site visit and issue an initial report within 120 days of the execution of this decree. Additionally, the Monitor will conduct a site visit and issue a comprehensive compliance report at the end of one year from the effective date of this decree. The report will address whether Defendants have substantially complied with the terms set out in Section IV of this decree. If the Monitor finds that the Defendants are not in substantial compliance with any of the terms set out in Section IV, then the Monitor shall continue monitoring only those terms that are non-compliant for an additional six month period of time.

VI. DISPUTE RESOLUTION

34. In the event a dispute arises as to whether either party has failed to substantially comply with any term of this consent decree, as determined by the Monitor, counsel for the parties shall proceed as follows:

- a. Counsel for the parties shall make a good faith effort to resolve any difference that may arise between them over matters of compliance, utilizing the Monitor initially in an effort to resolve such dispute. Prior to the initiation of any proceeding to enforce the provisions of this consent decree, the moving party shall notify the opposing party in writing of any claim the moving party believes violates any provision of this consent decree.
 - b. Within thirty (30) business days of the receipt of this notice, counsel for Plaintiffs and Defendants shall meet in an attempt to arrive at an amicable resolution of the claim. Either party may request the attendance and involvement of the Monitor at such meeting. If, after twenty (20) business days following such meeting, the matter has not been resolved, the opposing party and the Monitor shall be so informed by Plaintiffs' counsel, in writing, and the moving party may then have due recourse to any appropriate legal proceeding or authorize the Monitor to make a recommendation that is not binding on the parties. The time frames set out in this paragraph will not prevent the parties from seeking prompt judicial relief in the event of an emergency posing an immediate systemic threat to the health or safety of youth.
 - c. Any complaints by youth objecting to any conditions of confinement, as referenced in Section IV, shall be addressed through WCJC grievance procedures. During the pendency of this consent decree, copies of any such grievances and related documents shall be provided to the Monitor as requested.
35. No legal action seeking equitable relief relating to the issues resolved herein, including a motion to enforce the terms of this consent decree, shall be filed on behalf of the Plaintiff

class or by a member of the Plaintiff class without first resorting to the dispute resolution mechanisms set out in this consent decree, i.e., advising the Defendants of the issue and making a good faith effort to resolve said issue extra-judicially.

36. The Plaintiffs shall not seek an order of contempt unless and until (1) the Plaintiffs have sought to enforce this consent decree by filing an appropriate motion with the Court and (2) the Court has issued a clear and unambiguous order of specific performance to the Defendants.

VII. COMPLIANCE AND TERMINATION.

37. The parties agree that a one (1) year period is presumptively required to implement the terms agreed upon in this consent decree and that an additional six month period is acceptable in accordance with Section V (Paragraph 33(e)). In adopting this term, the parties intend to comply with the provisions of the Prison Litigation Reform Act (P.L.R.A.), 18 U.S.C.A. § 3626.
38. Oversight by the Monitor shall continue as set forth in Section V (“Monitoring”) following the entry of this consent decree unless sooner terminated on motion to the Court by the Defendants, and the Court finds, after obtaining a determination on that issue by the Monitor, that substantial compliance has been achieved on all terms.
39. The court shall find that this consent decree satisfies the requirements of 18 U.S.C.A. § 3626 and shall retain jurisdiction to enforce its terms. Subject to the dispute resolution provisions, the court shall have the power to enforce the consent decree through specific performance and all other remedies permitted by law.

VIII. SETTLEMENT OF DAMAGE CLAIMS

40. Within 30 days of the signing of this consent decree, Defendant Washington County, on behalf of all Defendants, shall cause to be paid to the WCJC Qualified Settlement Fund (QSF) established by the Court the sum of Six Hundred, Twenty-Six Thousand, Two Hundred and Thirty Dollars (\$626,230.00). This sum is derived by totaling the various damage categories explained below plus all sums agreed to by the parties for attorney fees as set forth in paragraph 46 and expenses. The total damages to be deposited must be verified by class counsel by examining the class member files before the fairness hearing. Any discrepancy discovered that causes Plaintiffs to seek a change in the total sum to be paid shall be negotiated by the parties before the fairness hearing. Once Defendant Washington County makes the payment required under this paragraph then all Defendants shall have fully discharged their payment obligations for damages under this paragraph. If, for any reason, the settlement is not completed and no monies are paid to the class, the Defendant shall be reimbursed the full amount of its payment. Similarly, if there are monies deposited for damages remaining in the WCJC QSF after all settlement payments have been made, then that sum shall also be returned to the Defendant County.
41. The members of the class entitled to participate in the monetary settlement and affected by the release of claims are set forth as follow:
- a. Class members held in detention beyond 24 hours per incident, as listed on Schedule (A)(1), shall receive \$60.00 for each day held in detention excluding the first 24 hours per incident without being released to attend school classes.

- b. Class members listed on Schedule (A)(2) shall receive \$160.00 for each day they were placed in a suicide gown while in detention without a mental health practitioner being called to do an assessment.
- c. Class members listed on Schedule (A)(3) shall receive \$50.00 for each day they were in detention and required to wear shackles while participating in recreation, in school, or in the detention cell.
- d. Class members listed on Schedule (A)(4) (program children) shall receive \$40.00 for each day they were held in isolation beyond 24 hours per incident and not released for school classes.
- e. Class members listed on Schedule (A)(5) are the representative Plaintiffs appointed by the Court in this case. They are the only representatives who shall each receive \$2,500.00 for their service as class representatives. No other class members shall receive compensation for serving as representatives, even if they are substituted for a current class representative in the future.
- f. Defendants shall also provide the total sum of \$100,000.00 to be used to compensate all of those class members who can establish serious and significant physical and/or emotional personal injury such as pain and suffering due to delayed medical or mental health care, or actions by staff.

42. Upon application by Class Counsel, a United States Magistrate Judge shall adopt a Distribution Plan for monetary awards to the members of the class. The Plan shall require the QSF Administrator to make the initial awards to members of the class who make claims based on their listing on the attached Schedules. Appeals from awards based on the attached schedules, (A)(1)-(A)(4), shall be to the Magistrate Judge. The decision of the Magistrate

Judge on those appeals from class members who seek to recover based on the schedules shall be final.

43. The Distribution Plan proposed by Class Counsel and the representative Plaintiffs shall be presented to the Court (Magistrate Judge) no later than one week before the Fairness hearing. Defendants shall cooperate with reasonable requests for information by Class Counsel and/or the QSF Administrator and provide copies of records requested by Class Counsel and/or the QSF Administrator which may relate to class member claims for monetary relief.

44. As described in the Distribution Plan, in addition to the damages award based on the schedules, there shall be a fund of \$100,000.00 for additional damages which are available to class members in the place of the Schedule (A)(1)-(4) awards as set out below. Any class member who chooses to pursue an award from the \$100,000 settlement fund has the ability to file a claim with the Magistrate Judge to seek that award. The Magistrate Judge shall make the initial awards to members of the class who apply for damages from the \$100,000 settlement fund. Appeals from those awards shall be to the District Judge. The decision of the District Judge shall be final as to these awards. A class member's decision to pursue an award from this fund forfeits their ability to recover under Schedules (A)(1)-(4).

45. The parties agree that the provisions of 42 U.S.C. §1997(e) do not apply to this action because none of the representative parties were confined in the WCJC at the time the action was filed.

IX. ATTORNEYS' FEES AND EXPENSES

46. Defendants shall pay Plaintiffs' reasonable attorney fees and costs in the amount of \$220,000.00. This amount is inclusive of all Plaintiffs' attorneys' fees, other than fees relative to the monitoring process, from the beginning of time until the approval of this decree after the fairness hearing. Plaintiffs' attorneys shall receive fair and adequate fees and costs for representation of the class during monitoring and compliance actions regarding the consent decree. This includes all fees and expenses related to the assistance that must be provided to class members during the claims process. The fees and expenses under this paragraph shall be capped at \$20,000 for the life of the decree. Provided that, if an enforcement action is brought under paragraphs 35 or 36 and plaintiffs are successful through judicial order or settlement of said enforcement action, then Plaintiffs may apply for fees and expenses in connection with said enforcement action, which defendants may oppose.

X. MISCELLANEOUS PROVISIONS

47. All parties hereto agree to exercise their best efforts and to take all reasonable steps necessary to effectuate the settlement set forth in this consent decree. Defendants will make reasonable efforts to provide Class Counsel with any information in their possession that Class Counsel requests in order to facilitate giving individual notice to Class members.

48. Defendants shall be responsible for paying the costs of issuing notice to the class, providing and processing class member claim forms, and notifying class members of awards. Defendants shall be responsible for paying the QSF Administrator's fees and expenses, including any fees and expenses related to obtaining Probate Court approval of minor class member's awards. Defendants shall also be responsible for paying the Monitor's fees and

expenses. The QSF Administrator's fees and expenses and the Monitor's fees and expenses will be paid through the QSF fund.

49. This consent decree shall be binding upon and inure to the benefit of the parties hereto and their respective estates, heirs, successors and assigns.

50. This consent decree, and all documents specifically incorporated and referenced herein, constitutes the entire agreement among the parties with regard to the subject matter of this consent decree. This consent decree may not be modified or amended except in writing signed by all parties hereto.

51. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

52. The titles in headings in this consent decree are purely for the convenience of the reader.

The parties do not intend that they be given any weight in interpreting the consent decree.

53. Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party (other than class notification) shall be in writing and delivered personally or sent registered or certified mail, postage prepaid, and by email to Defendants as follows:

**To: Washington County Defendants
Cheri B. Hass
Downes Fishel Hass Kim LLP
400 S Fifth Street Suite 200
Columbus, OH 43215
CHass@downesfishel.com**

**To: Judge Timothy Williams
Kimberly Vanover Riley
Lisa M. Zaring
Montgomery, Rennie & Jonson
36 E. Seventh Street, Suite 2100
Cincinnati, OH 45202
KRiley@mrjlaw.com
LZaring@mrjlaw.com**

**To: Class Counsel and Plaintiff or class member:
Alphonse A. Gerhardstein
Jennifer L. Branch
Class Counsel
Gerhardstein & Branch Co. LPA
432 Walnut Street, Room 400
Cincinnati, OH 45202
agerhardstein@gbfirm.com
Jbranch@gbfirm.com**

or at such other address for a party as such be specified by like notice.

54. This consent decree shall be construed in accordance with the law of the State of Ohio and federal law.
55. All information and documents which are not otherwise public records and which are obtained in execution of this consent decree shall be maintained confidentially by the parties, their counsel, and the monitors appointed pursuant to this consent decree. No such information or document obtained in execution of this consent decree shall be disclosed to or shared with any person or entity not a party to this consent decree without the express consent of all other parties, except that such information or document may be disclosed to or shared with law enforcement authorities (where required or authorized by law) or with a court in response to an order (in which case the information shall be provided under seal and the parties to this consent decree notified), without the express consent of the other parties.
56. The parties agree to act in good faith in carrying out their obligations under this consent decree. Defendants will not unreasonably deny production of documents or information based upon reasonable, unanticipated requests that originate during a visit to the facility.
57. In entering this consent decree, the parties agree and represent that this consent decree is fair, reasonable, and adequate to protect the interests of the class of juveniles incarcerated within the WCJC and all parties.

58. The parties agree, and the Court finds, that this consent decree satisfies the requirements of 18 U.S.C.A. §3626(a)(1)(A).

59. This consent decree is binding upon the Defendants named in this lawsuit, the Defendants' successors in office, employees and agents, and the Plaintiffs.

60. Only the Plaintiffs named in this consent decree shall have standing to file a motion seeking enforcement of any of the terms and conditions of this consent decree. As class representatives, Plaintiffs can adequately represent the interests of the class of youth who have been, are, or will be housed at the WCJC. The fact that Plaintiffs have been released from custody will not interfere with their ability to serve as class representatives. Plaintiffs may replace class representatives from time to time as needed upon notice to Defendants and approval of the Court, provided this does not result in the additional compensation to any new representative. This consent decree does not confer, and is not intended to confer, any rights upon any other party.

61. Nothing in this decree prevents the Juvenile Court Judge's right to temporarily or permanently close the WCJC, should he deem it appropriate to do so. In the event of a closure during the term of this decree, Section IV of the decree will be suspended until such time as the WCJC reopens.

XI. RELEASE OF CLAIMS

62. This release shall apply to all parties to this consent decree, including all class members as defined in paragraph 9, except for those members that opt-out of this action.

63. Upon the effective date, the Plaintiff Class representatives and the Plaintiff class members shall by operation of this paragraph individually and jointly, for their heirs, executors, agents, attorneys, successors and assigns, hereby release, acquit and forever discharge

Washington County, Ohio, Washington County Juvenile Center, and the Washington County Juvenile Court, along with its Elected Officials, Agents, Corporations, Servants and Employees and their assigns and successors, in their individual and official capacities, from any and all claims, demands, causes of action, rights of property, damages, costs and expenses of every kind, nature and description, whether in law or in equity, whether based on State or Federal law, whether known or unknown, which the parties may now or hereafter have against the other arising from, in connection with, as a result of or in any way pertaining to their admittance to, stay in, or release from, the WCJC at any time through the date of this consent decree, as more particularly set forth in Case No. 2:10-cv-01097, entitled *D.D. et al v. Washington County et al*, filed in the United States District Court for the Southern District of Ohio.

64. Upon the effective date, Washington County Juvenile Center, and its agents, officials, corporations, servants and employees, in their individual and official capacities, shall by operation of this paragraph individually and jointly, for their heirs, executors, agents, attorneys, successors, and assigns hereby release, acquit and forever discharge the Plaintiff Class and the Plaintiffs and their heirs, executors, agents, attorneys, successors, assigns and employees from any and all claims, demands, causes of action, rights, property damages, costs and expenses of every kind, nature and description, whether in law or in equity, whether based on State or Federal law, whether known or unknown, which the parties may now or hereafter have against the other arising from, in connection with, as a result of or in any way pertaining to any incident or incidents which have occurred or arisen as a result of or in any way pertaining to the admittance to, stay in, or release from, the WCJC by plaintiffs for any period through the date of this consent decree, as more particularly set

forth in Case No. 2:10-cv-01097, entitled *D.D. et al v. Washington County et al*, filed in the United States District Court for the Southern District of Ohio.

65. Within fourteen days of execution of this consent decree, Plaintiff class representatives, on behalf of themselves and all Plaintiffs who have not opted out, will dismiss without prejudice all Defendants, in both their individual and official capacities except Washington County, Ohio and Judge Williams in his official capacity. Said entry shall state that the dismissals will become “with prejudice” upon the effective date of the consent decree. Plaintiff class representatives, on behalf of themselves and all Plaintiffs who have not opted out, will dismiss Washington County and Judge Williams, in his official capacity, with prejudice within 14 days of the termination of the consent decree.
66. This consent decree shall not release any claim for damages arising after the effective date of this consent decree.
67. The effective date of this consent decree shall be the day on which the Final Order and Judgment approving the settlement becomes final. Defendants shall begin implementation of the remedial provisions set out in Section IV upon the effective date. For the purposes of this consent decree, the Final Order and Judgment approving the settlement shall be deemed to become final on the later of (i) the thirty-first day after it is entered if no notice of appeal is filed or (ii) if a notice of appeal is filed, on the day following the date on which the Final Order and Judgment approving the settlement is not subject to further judicial review or appeal, either by reason of the affirmance by a court of last resort or by reason of lapse of time or otherwise, provided that the Final Order and Judgment approving the settlement is not reversed or substantially modified by this Court or an appellate court, in which case this consent decree shall be null and void..

XII. FURTHER PROCEEDINGS.

68. The parties agree to file a Joint Motion to Approve Settlement in *D.D. et al v. Washington County, et al*, USDC SD OH Case No. 2:10-cv-01097, and to cooperate in good faith to defend the settlement. The Joint Motion will be filed with the following attachments which must be agreeable to all parties: Draft Class Notice and Draft Order Preliminarily Approving Consent Decree, Authorizing Class Notice and Setting Fairness Hearing.

IT IS SO STIPULATED AND AGREED:

/s/ Alphonse A. Gerhardstein
Alphonse A. Gerhardstein
Class Counsel

Washington County Juvenile Center

/s/ Timothy Williams
by: Judge Timothy Williams

/s/ Jennifer L. Branch
Jennifer L. Branch
Class Counsel

/s/ Cheri B. Hass
Cheri B. Hass
Counsel for Washington County Defendants

/s/ Kimberly Vanover Riley
Kimberly Vanover Riley
Counsel for Timothy Williams

SO ORDERED:

/s/ _____
Edmund A. Sargus, Jr.
United States District Judge

Date: _____

SCHEDULE A-1						
WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
2	8	1		0	7	\$ 420.00
3	35	1		13	21	\$ 1,260.00
4	2	1		0	1	\$ 60.00
7	3	1		0	2	\$ 120.00
8	5	1		2	2	\$ 120.00
10	1	1		0	0	\$ -
11	12	1		0	11	\$ 660.00
12	13	1		4	8	\$ 480.00
13	50	1		4	45	\$ 2,700.00
16	2	1		0	1	\$ 60.00
17	20	1		0	19	\$ 1,140.00
18	91	1		10	80	\$ 4,800.00
19	8	1		0	7	\$ 420.00
20	73	2	2,71	31	40	\$ 2,400.00
21	20	2	2,18	0	18	\$ 1,080.00
23	3	1		0	2	\$ 120.00
24	4	1		0	3	\$ 180.00
25	15	1		0	14	\$ 840.00
28	2	1		0	1	\$ 60.00
29	177	5	4,43,57,31,42	52	120	\$ 7,200.00
30	5	1		0	4	\$ 240.00
31	98	6	15,4,5,28,16,30	19	73	\$ 4,380.00
32	10	1		0	9	\$ 540.00
33	57	1		19	37	\$ 2,220.00
34	15	1		0	14	\$ 840.00
35	67	1		44	22	\$ 1,320.00
36	13	2	3,10	0	11	\$ 660.00
37	47	1		20	26	\$ 1,560.00
38	4	1		0	3	\$ 180.00
39	27	2	23,4	14	11	\$ 660.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
40	8	1		0	7	\$ 420.00
42	172	3	2,44,126	0	169	\$ 10,140.00
43	5	1		2	2	\$ 120.00
44	29	1		4	24	\$ 1,440.00
45	13	3	9,2,2	0	10	\$ 600.00
46	34	1		5	28	\$ 1,680.00
47	41	2	12,29	12	27	\$ 1,620.00
48	8	1		0	7	\$ 420.00
49	12	2	2,10	6	4	\$ 240.00
51	5	1		0	4	\$ 240.00
52	15	1		4	10	\$ 600.00
54	2	1		0	1	\$ 60.00
55	46	3	20,23,3	18	25	\$ 1,500.00
56	179	10	2,14,4,2,4,11,50,19,60,13	64	105	\$ 6,300.00
57	53	4	8,3,37,5	2	47	\$ 2,820.00
58	35	4	14,17,2,2	7	24	\$ 1,440.00
59	17	2	1,16	0	15	\$ 900.00
60	4	1		0	3	\$ 180.00
61	1	1		0	0	\$ -
62	71	1		0	70	\$ 4,200.00
63	4	1		0	3	\$ 180.00
64	83	2	70,13	9	72	\$ 4,320.00
65	3	1		0	2	\$ 120.00
66	4	1		0	3	\$ 180.00
67	1	1		0	0	\$ -
68	168	7	16,18,5,24,41,17,47	23	138	\$ 8,280.00
70	2	1		0	1	\$ 60.00
71	76	4	14,44,2,16	34	38	\$ 2,280.00
72	7	1		0	6	\$ 360.00
73	2	1		0	1	\$ 60.00
74	191	6	42,11,36,55,22,25	40	145	\$ 8,700.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
75	17	4	4,8,2,3	0	13	\$ 780.00
76	11	1		1	9	\$ 540.00
77	81	1		36	44	\$ 2,640.00
78	9	1		0	8	\$ 480.00
79	2	1		0	1	\$ 60.00
80	4	1		0	3	\$ 180.00
81	53	3	31,3,19	14	36	\$ 2,160.00
82	78	6	7,2,11,45,8,5	33	39	\$ 2,340.00
83	15	1		3	11	\$ 660.00
84	8	1		4	3	\$ 180.00
85	1	1		0	0	\$ -
86	6	1		2	3	\$ 180.00
87	9	2	4,5	0	7	\$ 420.00
89	4	1		0	3	\$ 180.00
90	81	4	4,12,2,63	5	72	\$ 4,320.00
91	4	1		0	3	\$ 180.00
92	3	1		0	2	\$ 120.00
93	2	1		0	1	\$ 60.00
94	2	1		0	1	\$ 60.00
95	5	1		0	4	\$ 240.00
96	127	6	1,3,20,30,18,55	50	71	\$ 4,260.00
97	65	2	4,61	34	29	\$ 1,740.00
98	6	1		0	5	\$ 300.00
99	68	5	4,5,32,7,20	11	52	\$ 3,120.00
100	47	4	9,16,20,2	9	34	\$ 2,040.00
101	163	4	6,16,41,100	0	159	\$ 9,540.00
102	1	1		0	0	\$ -
103	43	4	14,17,4,8	2	37	\$ 2,220.00
104	13	3	3,8,2	2	8	\$ 480.00
105	4	1		0	3	\$ 180.00
106	14	1		0	13	\$ 780.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
107	196	5	27,52,39,44,34	18	173	\$ 10,380.00
108	40	2	31,9	15	23	\$ 1,380.00
109	108	8	11,17,30,16,3,3,26,2	6	94	\$ 5,640.00
110	3	1		0	2	\$ 120.00
111	43	3	4,2,37	15	25	\$ 1,500.00
112	21	4	4,2,6,9	3	14	\$ 840.00
113	2	1		0	1	\$ 60.00
114	106	4	4,11,44,47	25	77	\$ 4,620.00
116	5	1		0	4	\$ 240.00
118	21	1		0	20	\$ 1,200.00
119	30	1		10	19	\$ 1,140.00
120	36	4	7,8,2,19	1	31	\$ 1,860.00
121	2	1		0	1	\$ 60.00
123	4	1		0	3	\$ 180.00
124	3	1		0	2	\$ 120.00
125	5	1		0	4	\$ 240.00
126	90	2	88,2	0	88	\$ 5,280.00
127	21	1		0	20	\$ 1,200.00
130	2	1		0	1	\$ 60.00
131	54	1		27	26	\$ 1,560.00
133	2	1		0	1	\$ 60.00
135	26	4	4,2,16,4	9	13	\$ 780.00
136	16	1		8	7	\$ 420.00
137	48	3	13,22,13	15	30	\$ 1,800.00
138	4	1		0	3	\$ 180.00
139	16	3	5,5,6	0	13	\$ 780.00
140	7	1		2	4	\$ 240.00
141	23	2	4,19	7	14	\$ 840.00
142	2	1		0	1	\$ 60.00
143	15	2	5,10	0	13	\$ 780.00
144	2	1		0	1	\$ 60.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
145	3	1		0	2	\$ 120.00
147	4	1		0	3	\$ 180.00
148	3	1		0	2	\$ 120.00
149	29	2	14,15	14	13	\$ 780.00
150	81	2	4,77	6	73	\$ 4,380.00
151	40	1		0	39	\$ 2,340.00
153	14	4	8,2,2,2	0	10	\$ 600.00
154	52	4	3,12,35,2	0	48	\$ 2,880.00
155	11	1		4	6	\$ 360.00
157	25	2	11,14	3	20	\$ 1,200.00
158	54	3	9,13,32	28	23	\$ 1,380.00
160	70	8	2,15,1,10,2,29,4,7	21	41	\$ 2,460.00
161	5	1		0	4	\$ 240.00
162	7	2	3,4	0	5	\$ 300.00
163	32	1		0	31	\$ 1,860.00
165	37	2	2,35	0	35	\$ 2,100.00
166	73	1		22	50	\$ 3,000.00
167	15	1		0	14	\$ 840.00
168	3	1		0	2	\$ 120.00
169	43	4	5,2,5,31	0	39	\$ 2,340.00
170	6	1		0	5	\$ 300.00
171	11	2	10,1	0	9	\$ 540.00
172	4	1		0	3	\$ 180.00
173	20	2	16,4	7	11	\$ 660.00
174	4	1		0	3	\$ 180.00
175	34	5	9,15,4,4,2	0	29	\$ 1,740.00
176	2	1		0	1	\$ 60.00
177	2	1		0	1	\$ 60.00
178	19	1		5	13	\$ 780.00
179	4	1		0	3	\$ 180.00
180	29	3	8,19,2	3	23	\$ 1,380.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT-DETENTION DAYS						
<u>Class Member No.</u>	<u>Total No. of Days in DETENTION</u>	<u>Total No. of Times in DETENTION</u>	<u>Breakdown of Days in DETENTION</u>	<u>Total No. of days out of cell for SCHOOL & REC</u>	<u>No. of Days Excluding One Day per incident & SCHOOL DAYS</u>	<u>Detention Amount AT \$60/DAY</u>
181	161	1		66	94	\$ 5,640.00
182	43	3	26,9,8	15	25	\$ 1,500.00
183	4	1		0	3	\$ 180.00
184	2	1		0	1	\$ 60.00
185	56	2	5,51	35	19	\$ 1,140.00
187	231	7	36,22,29,14,25,59,46	35	189	\$ 11,340.00
188	26	1		12	13	\$ 780.00
189	41	4	11,12,16,2	5	32	\$ 1,920.00
190	2	1		0	1	\$ 60.00
191	3	1		0	2	\$ 120.00
193	4	1		0	3	\$ 180.00
194	4	1		0	3	\$ 180.00
195	9	1		1	7	\$ 420.00
196	9	1		2	6	\$ 360.00
197	4	2	2,2	0	2	\$ 120.00
198	4	1		0	3	\$ 180.00
200	15	2	11,4	0	13	\$ 780.00
201	17	1		0	16	\$ 960.00
202	4	1		0	3	\$ 180.00
203	5	1		0	4	\$ 240.00
204	92	3	32,53,7	19	70	\$ 4,200.00
205	7	1		0	6	\$ 360.00
206	8	1		0	7	\$ 420.00
207	71	6	6,39,9,13,2,2	17	48	\$ 2,880.00
208	3	1		0	2	\$ 120.00
	5,638	351		1,149	4,138	\$ 248,280.00

WASHINGTON COUNTY JUVENILE CENTER						
SETTLEMENT - GOWN DAYS						
Schedule A-2						
Class						
Member						
No.	DATES		MENTAL HEALTH	TOTAL DAYS	TOTAL HOURS	AMOUNT \$160/DAY
42	12/07/09	Detention	No Assessment	1	22	\$ 160.00
99	12/06/09	Detention	No Assessment	1	10	\$ 160.00
107	09/19/08	Detention	No Assessment	1	14	\$ 160.00
	03/08/09	Program	No Assessment	1	21	\$ 160.00
	07/07/09	Detention	No Assessment	7	161	\$ 1,120.00
	07/22/09	Detention	No Assessment	3	68	\$ 480.00
	09/06/09	Detention	No Assessment	2	38	\$ 320.00
	09/10/09	Detention	No Assessment	2	42	\$ 320.00
	10/02/09	Detention	No Assessment	4	94	\$ 640.00
127	12/02/09	Detention	No Assessment	1	17	\$ 160.00
	Total			23		\$ 3,680.00

WASHINGTON COUNTY JUVENILE CENTER			
SETTLEMENT - SHACKLE DAYS			
Schedule A-3			
Class			
Member	TOTAL		AMOUNT
No.	DAYS		\$50/DAY
13	43		\$ 2,150.00
29	46		\$ 2,300.00
31	11		\$ 550.00
42	145		\$ 7,250.00
44	22		\$ 1,100.00
56	21		\$ 1,050.00
81	14		\$ 700.00
90	44		\$ 2,200.00
96	74		\$ 3,700.00
101	137		\$ 6,850.00
107	51		\$ 2,550.00
119	26		\$ 1,300.00
207	21		\$ 1,050.00
	655		\$ 32,750.00

WASHINGTON COUNTY JUVENILE CENTER			
SETTLEMENT - ISOLATION DAYS			
Schedule A- 4			
Class	NO. OF	NO. OF	ISOLATION
Member	HOURS IN	DAYS ABOVE	AMOUNT AT
No.	<u>ISOLATION</u>	<u>24+ HOURS</u>	<u>\$40/DAY</u>
29	48,48,48,45,47,48	6	\$ 240.00
68	45,46,48,48,48	5	\$ 200.00
77	48	1	\$ 40.00
90	37	1	\$ 40.00
96	48	1	\$ 40.00
99	48,48,48	3	\$ 120.00
107	45,48	2	\$ 80.00
109	48	1	\$ 40.00
112	48	1	\$ 40.00
120	47,48	2	\$ 80.00
139	48	1	\$ 40.00
151	37	1	\$ 40.00
156	48	1	\$ 40.00
160	48	1	\$ 40.00
175	48,48	2	\$ 80.00
180	48,46	2	\$ 80.00
182	48,48	2	\$ 80.00
187	48,48,48,28,46	5	\$ 200.00
		38	\$ 1,520.00

