

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT ABOUT THE RIGHTS OF YOUTH INVOLVED IN THE RIVERSIDE COUNTY YOUTH ACCOUNTABILITY TEAM (“YAT”) PROGRAM**

This notice is about a proposed settlement of a class action lawsuit against Riverside County involving alleged violations of the rights of youth who have been involved in the Youth Accountability Team (“YAT”) program run by the Riverside County Probation Office.

**If you were ever referred to the YAT program, this proposed settlement may affect your rights.**

### **ABOUT THE LAWSUIT:**

On July 1, 2018, three youth living in Riverside County and a youth-mentoring organization filed this class action lawsuit, named *Sigma Beta Xi, Inc. v. County of Riverside*. The lawsuit challenges the constitutionality of the Youth Accountability Team (“YAT”) program, a juvenile diversion program run by Riverside County (the “County”).

The lawsuit raised numerous concerns over the harsh penalties imposed on children accused of only minor school misbehavior. The lawsuit alleged that the YAT program had placed thousands of children on onerous YAT probation contracts on the basis of common teenage behavior, including for children’s “persistent or habitual refusal to obey the reasonable and proper orders or directions of school authorities” under California Welfare & Institutions Code section 601(b). The lawsuit further alleged that the YAT program violated children’s due process rights by failing to give them adequate notice of their rights and failing to provide them with counsel. The lawsuit further alleged that the program imposed intrusive and unconstitutional contract terms that allowed officers to search children in violation of their rights to be free from unreasonable search and seizure and imposed supervision conditions that restricted their expressive and associational rights. The lawsuit also alleged that the YAT program’s referral practices led to racial disparities.

The lawsuit primarily requested declaratory and injunctive relief, as well as nominal damages and Plaintiffs’ costs and attorneys’ fees. The lawsuit requested that the court:

- declare section 601(b), as well as the County’s application of section 601, to be unconstitutionally vague and prohibit the County from enforcing section 601 in the future;
- declare that the County’s placement of children on YAT probation without providing adequate notice and under coercive conditions to violate due process;
- prohibit the County from placing children on YAT contracts without due process of law and without providing access to an attorney;
- declare the County’s searches of homes, belongings, and persons and drug testing to violate children’s rights to be free from unreasonable searches;
- prohibit the County from conducting similar searches in the future;
- declare that the County had violated children’s free speech and associational rights by prohibiting children from associating with anyone not approved of by the County;

- prohibit the County from prohibiting children placed on YAT from associating with others not approved of by the County;
- declare that the County's operation of the YAT program has a significant adverse impact on Black and Latinx children in violation of California Government Code section 11135;
- prohibit the County from continuing to operate YAT program in a way that violated California Government Code section 11135; and
- award nominal damages in the amount of one dollar for each violation of Plaintiffs' constitutional rights and also Plaintiffs' costs and attorneys' fees.

The County denies any and all allegations of wrongdoing.

Plaintiffs filed this case in the United States District Court in the Central District of California on July 1, 2018. On November 19, 2018, the Court held an initial scheduling conference, setting August 5, 2019 as the last date to conduct a settlement conference, which the court later extended to September 4, 2019. After conducting an extensive series of settlement conferences, the parties have reached a settlement of the claims. This notice provides details of that settlement.

### **THE PARTIES:**

Plaintiffs in this case are three youth who represent a class of youth and a youth-mentoring organization in Riverside County.

You are a member of the "plaintiff class" if you were ever referred to the YAT program under California Welfare & Instructions Code section 601. You can be a class member even if you were never placed on a YAT contract. "Section 601" usually includes behavior that is a "status offense," meaning that it's only an offense if done by someone under the age of 18. Examples of that kind of "offense" are being defiant to your teachers or parent, or truancy or curfew violations. If you were referred to the YAT program by your school, you were probably referred for a "section 601" offense. If you don't know if you are a class member, you can contact (877) 318-6163.

Sigma Beta Xi, Inc., is a non-profit community-based organization that provides mentoring and leadership development services to children of color in Riverside County.

The defendants in this case are the County of Riverside, Chief Probation Officer for the Riverside County Department of Probation Mark Hake, and Deputy Chief Probation Officer for the Riverside County Department of Probation Bryce Hulstrom. The individual defendants are sued only in their official capacities.

### **ABOUT THE SETTLEMENT:**

The following is only a summary of the provisions of the settlement. The written agreement between the parties has the full terms of the proposed settlement that was preliminarily approved by the Court. There are instructions below if you want more information about this settlement, including a copy of the complete agreement. The settlement is for non-monetary relief only, which means that the parties are agreeing Riverside County will stop certain actions, continue

other certain actions that they already take, and will take certain additional actions to ensure compliance with children's rights and to address the claims in the lawsuit. The settlement does not entitle you or any member of the Plaintiff Class to money damages (which means a cash payment).

### **THE CONTENTS OF THE SETTLEMENT:**

The proposed settlement covers the following areas:

#### **1. Plaintiff Class Releases**

The Plaintiff Class will release all claims for declaratory or injunctive relief that were brought on behalf of Sigma Beta Xi, Inc. or the Class based on the allegations and claims outlined above.

#### **2. Individual Injunctive Relief**

- a. The County will immediately end the YAT program for certain youth.** Effective July 1, 2019, the Probation Department shall end the YAT contract and/or consequence agreement for any youth referred to the program under section 601 and immediately notify all youth and their parent or guardian of the end of the YAT contract.
- b. The County will seal and destroy YAT case files for certain youth.** Within 180 days of the Date of Settlement, the Probation Department shall:
  - i. seal and destroy the YAT case files for youth who were referred or placed on a YAT contract without an application for a petition;
  - ii. seal and destroy the YAT case files for youth who were referred or placed on a YAT contract through application for a petition under the jurisdiction of section 601, subject to the Probation Department's two-year records retention policy; and
  - iii. maintain or seal the YAT case files for youth who were referred or placed on a YAT contract through application for a petition under the jurisdiction of section 602 in accordance with Welfare & Institutions Code § 781 and § 786.5. The parties shall file a joint application to the Presiding Judge of the Riverside County Juvenile Court, requesting that the court seal all juvenile case files that would be eligible for sealing in accordance with Welfare & Institutions Code § 781 and § 786.5.
- c. The County will provide defense counsel to all youth currently on a YAT contract.** The parties shall file a joint application to the Presiding Judge of the

Riverside County Juvenile Court, requesting that the court appoint counsel for youth in all YAT-related cases.

### 3. Class-Wide Injunctive Relief

- a. **The County will no longer accept referrals to the YAT program under Section 601.** Youth who have allegedly committed an offense under section 601 or engaged in other non-criminal behavior (such as breaking school rules) will not be placed on a YAT contract or consequence agreement. In addition, for youth that have allegedly committed certain minor offenses under section 602 (for example, possession of cigarettes), there shall be a presumption that such youth will not be placed on a YAT contract or consequence agreement.
- b. **The County will provide defense counsel to all youth referred to YAT.** Youth will consult with defense counsel, at no expense to the youth or family, before meeting with the Probation Department. If the youth elects to participate in the YAT program, the counsel will continue to advise the youth throughout the youth's participation in the YAT program.
- c. **The County will provide robust notice to youth and their guardians.** The County will provide several categories of information in writing to ensure youth can make a knowing, voluntary, and informed decision about whether to participate in the YAT program and at other critical stages.
- d. **The County will provide training and guidelines to ensure the reliability of its risk assessment tool.** The County uses a risk assessment tool to determine which youth should be on the YAT Program. The County will provide training each year to staff who use that risk assessment tool and their supervisors.
- e. **The County will use YAT contracts that provide better notice, focus more on positive development, and exclude allegedly unconstitutional terms.** YAT contracts will provide written information about the charges or allegations made against the youth, identify a jointly-created list of supports to meet the specific needs of the youth, and exclude terms prohibiting the youth from associating with others or related to searches of the youth.
- f. **The County will limit its collection, creation, and retention of records that include information about youth.** The County will not collect or maintain information about youth who do not fall under section 601 or 602, and the County will narrowly limit the information it maintains for youth who fall under section 601.
- g. **The County will regularly collect and analyze data around the referrals, participation, and outcomes for youth who are placed into the YAT program.** The County will disaggregate all data to show any disparities by race / ethnicity, gender, age at time of alleged offense, and foster youth status. The County will

publish a written, publicly available report each year sharing its analysis of this data.

- h. **The County will implement a mandatory training plan for all YAT personnel.** Two experts will lead annual trainings and use research-based practices to emphasize engaging youth for better probation outcomes and best probation practices to increase youth motivation and engagement, to better incorporate families and community, and to promote equity.
- i. **The County will add additional community representatives to the Juvenile Justice Coordinating Council (“JJCC”).** In addition to the JJCC’s statutory duties of overseeing and distributing funding for County programs, the JJCC will have additional responsibilities regarding community feedback and the new training and data reports provided under the Settlement. Community representatives will make up at least 45% of the JJCC.
- j. **The County will increase the amount of funds it directs to community organizations that provide services to youth.** Starting in 2020-2021, the County will provide a minimum of \$1.4 million annually for five years to community service providers, subject to a request for proposal process and review by the JJCC.
- k. **The County will provide information to Plaintiffs’ counsel, and the parties will jointly appoint two experts as third-party monitors, to ensure compliance with the settlement.**

#### 4. Attorneys’ Fees and Costs

The Court will be asked to award Class Counsel **\$1 million** in statutory attorneys’ fees and litigation costs. The Court can award less than that amount, but not more.

#### 5. Continuing Jurisdiction of the District Court

The Court will retain jurisdiction to oversee compliance with the settlement agreement, enforce the agreement’s terms, and hear any disputes that cannot be informally resolved by a dispute resolution process set forth in the settlement agreement.

### IF YOU WANT MORE DETAILS:

There is a group of lawyers, **Sigma Beta Xi Plaintiffs Class Counsel**, representing Plaintiffs and the Plaintiff Class in this case. You can get a list of these lawyers and a copy of the settlement agreement from the following website: <https://www.aclunc.org/our-work/legal-docket/sigma-beta-xi-v-county-riverside-youth-probation>.

You can get an easy-to-read version of this Notice at this website: <https://www.aclunc.org/our-work/legal-docket/sigma-beta-xi-v-county-riverside-youth-probation..>

**To ask questions about the settlement of this case, you can contact** the *SBX v. Riverside County* ACLU of Southern California Hotline at 213-201-8945, or read about the Settlement Agreement at <https://www.aclunc.org/our-work/legal-docket/sigma-beta-xi-v-county-riverside-youth-probation>.

**IF YOU DO NOT OBJECT TO THIS SETTLEMENT AND THE ATTORNEYS' FEES:**

You do not have to do anything.

**IF YOU OBJECT TO THIS SETTLEMENT OR THE ATTORNEYS' FEES:**

You must mail a statement explaining why you object to the settlement or the attorneys' fees. The deadline is **November 4**, 2019. Please be sure to include your name, address (if available), telephone number (if available), your signature, a reference to this settlement or the case (*Sigma Beta Xi, Inc. v. County of Riverside*), the portions of the settlement to which you object, and the reasons you object. You can email Linnea Nelson at [lnelson@aclunc.org](mailto:lnelson@aclunc.org) or you can mail your objection to:

**American Civil Liberties Union of Northern California**  
**Attn: Linnea L. Nelson**  
**39 Drumm St.**  
**San Francisco, CA 94111**

Sigma Beta Xi Plaintiffs Class Counsel will provide your objection to the federal judge assigned to this matter, the Honorable Jesus G. Bernal, and to Defendants' Counsel. You must mail your objection by the above deadline; you cannot object to this settlement after the deadline has passed. Even if you object, you do not have the ability to "opt out" of this settlement if the Court approves it.

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

The Court will also hold a hearing about this settlement on **December 9**, 2019. The hearing date could change. Please check any of the websites listed above close to the date of the hearing for information about any possible change in the hearing date. The Court gets to decide whether to allow members of the Plaintiff Class who timely served objections to this settlement to speak at the hearing.

The address for the court is:

George E. Brown, Jr. Federal Building and United States Courthouse  
Courtroom 1  
3470 Twelfth Street Riverside, CA 92501-3801

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