

**CLASS ACTION SETTLEMENT
IN LAWSUIT AGAINST RIVERSIDE COUNTY
CHALLENGING THE YOUTH ACCOUNTABILITY TEAM (“YAT”) PROGRAM**

Have you ever been referred to Riverside County’s informal probation program called Youth Accountability Team (“YAT”)? Have you ever signed a YAT contract?

If so, there is a lawsuit that might affect you. The lawsuit says the program was unconstitutional and violated your rights.

Last year, three youth and a youth-mentoring organization filed the lawsuit. The lawsuit is called *Sigma Beta Xi, Inc. v. County of Riverside*. The lawsuit was filed in a federal court in Riverside County. The lawsuit talked about unfair and illegal penalties against youth for doing small misbehavior at school. The judge agreed that the lawsuit would be a “class action,” on behalf of a big group of people who were ever referred to the YAT program or put on a probation contract through the YAT program.

The people involved in the lawsuit agreed on what changes need to happen and settled the lawsuit. If the judge thinks the settlement is fair and helps the youth and approves the settlement, you may have rights that you should know about. Before the Court finally approves the settlement, you can check to see what was agreed to in the settlement. You can also ask any questions you may have, and if you disagree with something, you can share any objections with the judge.

To learn more, keep reading this notice.

What is the lawsuit about?

The lawsuit challenges the constitutionality of the Youth Accountability Team (“YAT”) program. The YAT program is an informal juvenile probation program run by Riverside County (the “County”).

The lawsuit talks about many concerns about the YAT program’s harsh penalties for youth accused of only minor school misbehavior. For example, the lawsuit said:

- the County had thousands of youth sign YAT contracts for common teenage behavior, such as being “defiant” or truant in school;
- YAT contracts included illegal conditions, like home searches and “no association” terms that limited who you can hang out with;
- the County forced youth to sign YAT contracts and agree to whatever terms the Probation Department wanted; and
- youth of color were more likely to be referred to the YAT program.

The County denies it did anything wrong but still wants to settle the lawsuit and fix certain problems with the YAT program.

Who is involved in the lawsuit?

The lawsuit was filed by three youth in high school who were put on YAT probation contracts and an organization in Moreno Valley that mentors youth. They are the “plaintiffs” in this lawsuit. All three youth were high school students in Riverside County when the lawsuit was filed. To protect the students, the youth filed the case using fake names or just their initials: Andrew M., Jacob T., and J.F. The name of the organization that mentors youth is Sigma Beta Xi, Inc.

The lawsuit is a class action. This means the three youth represent similar youth in Riverside County who have been sent to the YAT program or put on a YAT probation contract. The three youth are “class representatives” and represent “class members” in this lawsuit.

The lawsuit was filed against Riverside County and the two people in charge of the Riverside County Probation Department: Chief Probation Officer Mark Hake and Deputy Chief Probation Officer Bryce Hulstrom. They are the “defendants” in this lawsuit.

What is the lawsuit asking for?

The lawsuit asks the County to change its behavior to fix the concerns the plaintiffs have about the YAT program. For example, the lawsuit asks the County to:

- stop placing youth on YAT contracts for common teenager behavior, such as being “defiant” or truant in school;
- stop making youth sign YAT contracts that includes illegal conditions, like home searches and “no association” terms;
- start giving youth the right information about the YAT program;
- stop giving youth wrong information about what would happen if they didn’t sign a YAT contract; and
- start taking steps to make sure that the YAT program treats youth the same regardless of their race or ethnicity.

The lawsuit does not ask for money for the people or organization that filed the lawsuit or for any of the plaintiff class members. The lawsuit does ask the County to pay the plaintiffs back for the money spent to file the lawsuit and to pay the plaintiffs’ attorneys for the time they spent on the case.

Why is this a class action?

In a class action, one or more persons—called the “class representatives”—sue on behalf of a group of people who would complain about the same problem—the “class members.” One judge can decide how to fix the problem for class representatives and class members at the same time.

In this case, three youth who have been involved in the YAT program represent similar youth across Riverside County.

Who is in the class?

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 call [877-318-6163](tel:877-318-6163).

What is a settlement?

A settlement means that both sides—the youth and the probation department—have agreed to fix problems in the lawsuit without a trial. If the parties can agree to a solution to the lawsuit, that can save a lot of time and money and get help to class members faster.

Because the settlement in this case fixes issues for class members who are not directly involved in the lawsuit, the Court must approve the settlement. The class representatives and their lawyers in this case think that the proposed settlement is fair to the class members and the parties in this case.

Are there lawyers representing you?

Yes. The Court approved a team of lawyers to represent the class representatives and class members, called “class counsel.” These are the lawyers that have been handling the lawsuit since it was filed on July 1, 2018. They include lawyers from the ACLU, the National Center for Youth Law, and the law firm called Sheppard Mullin.

You do not have to pay for any of the work the lawyers did on this lawsuit. These lawyers will not charge you or any other class members for their work on the lawsuit. The County will have to pay the lawyers once the judge approves the amount that the attorneys will be paid.

Only class counsel may act on behalf of the class. However, you may hire your own lawyer to give you advice. If you want to be represented by your own lawyer, you may hire your own lawyer and pay for the lawyer.

What does the settlement provide?

Under the proposed settlement, the County will change its behavior to fix the problems the the lawsuit raised about the YAT program. The settlement does not give the class representatives or class members any money. The settlement does pay the plaintiffs’ lawyers for the costs related to the lawsuit and for the fees charged by the plaintiffs’ lawyers for their time spent on the lawsuit. In exchange, plaintiffs and class members agree to give up their rights to bring a

different lawsuit in the future against the County for the problems raised about the YAT program in this lawsuit. The settlement also asks the Court to make sure the County does what it is supposed to do for the next five years. The Court will also make sure the County pays for two people to monitor what happens in the YAT program.

The proposed settlement fixes problems for youth who have been or are currently involved in the YAT program and for youth who might be involved in the program in the future.

For youth are currently in the YAT program, the County will:

- Immediately end the YAT program for youth referred under “section 601” for common teenager behavior, such as being defiant to your teachers or parents, or for school truancy or curfew violations;
- Seal and destroy YAT case files for certain youth so the youth don’t have a record for having been in the YAT program before (see below for more information about whether your file will be sealed);
- Give a lawyer to all youth in the YAT program right now; and
- Limit the records the County makes or keeps about youth involved in the YAT program.

For youth who were in the YAT program in the past, the County will:

- Seal and destroy YAT case files for certain youth (see below for more information about whether your file will be sealed).

For youth who may be in the YAT program in the future, the County will:

- Not put youth in the YAT program for “section 601” referrals for common teenager behavior, such as being defiant to your teachers or parents, or being truant in school, or curfew violations;
- Give a lawyer to all youth before they have to meet with the Probation Department or anyone else on the YAT team;
- Give more information to youth and their guardians about the YAT program;
- Give more training for staff who decide whether a youth is “at-risk” and should be in the YAT program;
- Use YAT probation contracts that focus more on helping a youth and do not contain illegal conditions, like home searches and “no association” terms that limit who you can hang out with;
- Limit the records the County makes or keeps about youth involved in the YAT program;
- Collect and analyze information about how the YAT program may not be treating all youth fairly based on their race or ethnicity;
- Increase the number of community representatives on the Juvenile Justice Coordinating Council (“JJCC”), which oversees and distributes funds for County programs;
- Increase the money the County gives to community-based organizations to help youth, to at least \$1.4 million each year; and
- Give more training for YAT program staff.

How do I know if the County will end the YAT program for me?

As noted above, the YAT program will end immediately for youth who were referred for “section 601” for common teenage conduct, such as defiance, incorrigibility, truancy, or curfew violations. Under the settlement, the County will end the program for these youth on July 1, 2019. The County will send these youth and their parent(s) or guardian(s) a letter explaining that their YAT contract has ended.

How do I know if the County will seal and destroy my YAT case file?

It depends on whether a petition was filed in your case and why the petition was filed:

- If no petition was ever filed, the County will seal and destroy your YAT case file within 6 months of settlement;
- If a petition was filed for you under “section 601” for common teenage conduct, the County will destroy your YAT case file after it has existed for at least two years; and
- If a petition was filed for you for other conduct, the County may destroy your YAT case file in certain circumstances (for example, if you have turned 18).

Will I receive anything from the settlement?

The settlement fixes many problems with the YAT program for youth who used to be on a YAT contract, are currently on a YAT contract, or who might be on a YAT contract in the future. However, the settlement does not provide monetary relief (meaning a cash payment) for plaintiffs or plaintiff class members.

What is the release of claims?

In exchange for the settlement, you release, or give up, the claims included in the lawsuit. This means that you will not be able to file a different lawsuit about the same problems. Instead, you agree that the settlement fixes enough of the problems with the YAT program.

You are giving up the right to file a lawsuit about all claims for non-monetary relief that were brought on behalf of the plaintiffs and the class based on the allegations outlined above.

You are not giving up the right to file a lawsuit about other issues that you may have related to the County.

What will the Court’s role be after the settlement is approved?

As part of the settlement, the parties will ask the Court to keep the case. This way, the Court can make sure the County follows the settlement agreement.

How much will the lawyers be paid?

You will not be asked to personally to pay any attorneys' fees to class counsel. Instead, the County will pay class counsel, after approval by the Court. The Court will be asked to award class counsel \$1 million. The Court can award less than that amount, but not more.

What can I do about the settlement?

- If you have a question about the settlement, 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 agree with the settlement and the attorneys' fees, you do not have to do anything.
- If you object to (meaning that you disagree with) the settlement or attorneys' fees, you must send a statement explaining why you object by email to Linnea Nelson at lnelson@aclunc.org, or by mail to the American Civil Liberties Union of Northern California, Attn: Linnea L. Nelson, at 39 Drumm St., San Francisco, CA 94111, by **November 4, 2019**. Class counsel will give your objection to the federal judge assigned to this matter, the Honorable Jesus G. Bernal.
- If you want to go the Court's hearing about the settlement, you can go to the hearing on December 9, 2019 at 9 a.m. at George E. Brown, Jr. Federal Building and United States Courthouse, Courtroom 1, 3470 Twelfth Street Riverside, CA 92501-3801. Only class members who file a written statement by the deadline above are eligible to speak at the hearing. Because the hearing date could change, please check the website listed below for updates.

Are there more details about the settlement?

Yes. To learn more, go to: <https://www.aclunc.org/our-work/legal-docket/sigma-beta-xi-v-county-riverside-youth-probation>.