

SETTLEMENT AGREEMENT AND RELEASE

1. Recitals

- a. This Settlement Agreement and Release (hereinafter, "Agreement") is made and entered into by and between, on the one hand, plaintiffs Cessy Lauderdale, Cornelio Vera and Bertha Dimas ("Plaintiffs"), for themselves and as representatives of the class of persons who are deaf or hard of hearing, and who have interacted or will or currently interact with the Long Beach Police Department ("LBPD"), including during investigation, arrest, booking or interrogation while in the LBPD's custody ("Class Members") or ("Plaintiff Class") and were denied Effective Communication and on the other hand the City of Long Beach ("Defendant"). The LBPD, named as a Defendant in this action, is a department of the City of Long Beach and is therefore bound by this Agreement. Hereinafter, plaintiffs and Defendant are collectively referred to as "the Parties." In the event the settlement is not approved for the entire class, this agreement will remain in effect as to Cessy Lauderdale, Cornelio Vera and Bertha Dimas, individually.
- b. This Agreement resolves the lawsuit initially filed on February 13, 2008, entitled *Cessy Lauderdale, Cornelio Vera, and Bertha Dimas, individually and on behalf of the class of similarly situated individuals, v. City of Long Beach, et al.*, United States District Court of the Central District of California Case Number CV-08-979 ABC (JWJx) (hereinafter, "*Lauderdale Action*").

2. Definitions

- a. The term "Auxiliary Aids and Services" are those auxiliary aids and services that are necessary to ensure (1) effective communication between deaf and hard of hearing individuals and LBPD personnel, and (2) that individuals who are deaf or hard of hearing have an opportunity to participate in and benefit from the services that is equal to the opportunities available to people without disabilities. Depending on the facts and circumstances of each particular situation, a number of auxiliary aids and services may be used to communicate with individuals who are deaf or hard of hearing. These include but are not limited to use of a notepad and pen or pencil to exchange written notes; use of an assistive listening system or device to amplify sound for persons who are hard of hearing; use of a qualified oral or sign language interpreter; or use of gestures or visual aids to supplement oral communication, and other similar aids and services as defined by 28 C.F.R. § 35.104. Appropriate auxiliary aids may include new technology, including but not limited to,

equipment used for Video Relay Service calls and Video Remote Interpreting.

- b. "Effective Communication," pursuant to 28 C.F.R. § 35.160, means communication that is as effective as communication with the general public, and will, when necessary, include the provision of appropriate Auxiliary Aids and Services, such as qualified interpreters. Effective communication affords an individual who is deaf or hard of hearing an opportunity to participate in, and enjoy the benefits of, LBPDP's services, programs, or activities that is equal to that enjoyed by a similarly situated person who is not deaf or hard of hearing.
- c. "Jail" or "Jail Settings" means any custody facility under LBPDP authority or control, including facilities at LBPDP stations and substations.
- d. "Police Facility" or "Police Facilities" refers to the lobby and/or public area of a police station, substation, or other public office separately maintained by LBPDP.
- e. "Qualified Sign Language Interpreter", pursuant to 28 C.F.R. § 35.160, means to a sign language or oral interpreter who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
 - i. An interpreter must be able to sign to the deaf individual (or interpret orally to the person who speech reads) what is being said by the officer and be able to voice to the officer what is being signed or said by the deaf individual. The interpreter must be able to interpret in the language the deaf person uses (e.g., American Sign Language or Signed English) and must be familiar with law enforcement terms and phrases. Additionally, although a "qualified" interpreter may be certified, a certified interpreter is not necessarily "qualified" if he or she is not a good communications match for the deaf person (e.g., where the deaf person uses Signed English and the interpreter uses American Sign Language) or for the situation (e.g., where the interpreter is unfamiliar with law enforcement vocabulary).
- f. "California Relay Service" ("CRS") enables a person using a text telephone device to communicate by phone with a person who does not use a text telephone device. The service also works in reverse, allowing a non-text telephone user to call a person utilizing such a device. CRS services are regulated by the Federal Communications Commissions ("FCC"). The FCC requires all deaf or hard of hearing participants to be in

separate locations from hearing participants, not in the same room. CRS is not intended to replace on-site interpreting for interrogations and questioning.

- g. "Video Relay Service" ("VRS") is a free telephone relay service using video technology to allow deaf or hard of hearing persons to make and receive phone calls using sign language. The video interpreter ("VI") uses a web cam or videophone to voice the signs of the individual who is deaf or hard of hearing to the hearing person, and sign the words of the hearing person to the individual who is deaf or hard of hearing. VRS services are regulated by the FCC. The FCC requires all deaf or hard of hearing participants to be in separate locations from hearing participants, not in the same room. VRS is not intended to replace on-site interpreting for interrogations and questioning.
- h. "Video Remote Interpreting" ("VRI") is a type of professional interpreting services provided by video remote interpreting agencies. VRI, a fee-based interpreting situation, enables individuals who are deaf or hard of hearing and hearing individuals who are in the same room to conduct conversations through a video remote interpreter, videophone technology, and a high-speed Internet connection.

3. Goals of the Agreement

- a. The objective of the parties in entering into this Agreement is to ensure that Defendant provide Effective Communication to persons who are deaf or hard of hearing when coming into contact with officers and/or other employees of LBPB.
- b. Although the genesis of this Agreement, and the *Lauderdale* Action that it resolves, are the experiences of Plaintiffs Lauderdale, Vera and Dimas with the LBPB, this Agreement is not, nor will it be construed as, an admission that LBPB is not currently ensuring that it provides Effective Communication to individuals who are deaf and hard of hearing. Defendant enters into this Agreement because of its shared goal to ensure that such communication is, in fact, being provided.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants and conditions set forth herein, the Parties hereto agree as follows:

4. Approval

- a. Following execution of this Agreement, Plaintiffs will immediately move the Court for an Order granting certification of the class of "individuals who are

deaf or hard of hearing, and who have interacted or will or currently interact with Long Beach Police Department, including during investigation, arrest, booking or interrogation while in the LBPDP's custody and were denied Effective Communication" for purposes of settlement, preliminary approval of this Agreement ("Preliminary Approval"), and setting a hearing for final approval of this Agreement ("Final Approval"), allowing for notice as set by the Court.

- b. The Court will hold a hearing to establish the fairness of the Agreement and to decide whether there will be Final Approval. This hearing will take place at a date to be set by the Court, allowing for a period of notice to Plaintiff Class as the Court may direct.
- c. LBPDP and counsel for Plaintiffs will issue a Settlement Notice in the form attached hereto as Exhibit A, advising Plaintiff Class of the terms of the proposed Agreement and their right to object to the proposed Agreement. This notice will be (1) mailed via U.S. mail and/or email to all known Class Members; and (2) mailed to deaf and/or disability rights organizations mutually identified by the Parties; (3) posted on DLRC's web site, and (4) posted in LBPDP Jail and Police Facilities from the time of the execution of this Agreement until the Final Approval.
- d. Any Class Member may object to the proposed Agreement by filing with DLRC a written objection, or objection via TTY or voice telephone ("Objections") filed or postmarked no later than a date set by the Court in this case after Preliminary Approval of the Agreement. Only such objecting Class Members will have the right, if they seek it in their Objections, to present objections at the fairness hearing.
- e. While this settlement resolves class claims for declaratory and injunctive relief, as well as claims for damages by the individual named plaintiffs, it does not provide for damages for any individual Class Member, nor does it release any claims an individual Class Member may have for damages; no Class Member may opt out of the terms of this Agreement.

5. Provision of Effective Communication and Other Accommodations to Individuals Who are Deaf or Hard of Hearing

- a. LBPDP agrees to take appropriate steps to ensure Effective Communication with and provide appropriate Auxiliary Aids and Services where necessary to people who are deaf or hard of hearing who interact with LBPDP as well as to comply with the Rehabilitation Act (29 U.S.C. § 794 et seq.), Americans with Disabilities Act (42 U.S.C. § 12131 et seq.), and applicable state disability rights statutes (Gov. Code § 11135, Cal.

Civ. Code § 54, Cal. Civ. Code § 51), including any and all amendments to these statutes or implementing regulations that take effect during the duration of this Agreement.

- b. LBPB, by and through the City of Long Beach, has or will no later than 30 days after the execution of this Agreement establish contracts to provide access to Qualified Sign Language Interpreters, as detailed below.
 - i. LBPB will establish and maintain access to Qualified Sign Language Interpreters on an on-call, twenty-four hours, seven days a week basis, and will summon a Qualified Sign Language Interpreter in the manner specified in Section 5(f) of this Agreement.
 - ii. This will be accomplished through entering into one or more service agreements with local interpreting agencies. Any service agreements will include a requirement that Qualified Sign Language Interpreters will be provided within one (1) hour when requested on an immediate basis.
 - iii. When requesting a sign language interpreter from its contractor(s) for a law enforcement situation, LBPB will request that its contractor(s) meet the definition of a Qualified Sign Language Interpreter as defined in this Agreement and make the request in the manner specified in Section 5(f) of this Agreement.
 - iv. LBPB will provide notice to DRLC of any substantive changes in service agreements with qualified sign language interpreting services, or failure of a provider of qualified sign language interpreting services to fulfill its obligations under a contract with LBPB.
- c. LBPB will ensure Effective Communication in all field and custodial settings with people who are deaf or hard of hearing.
- d. LBPB agrees to adhere to the policy entitled "Communicating with People Who Are Deaf or Hard of Hearing" and corresponding training bulletin that were developed in conjunction with the *Lauderdale Action* (copies thereof are attached hereto as "Exhibit B").
 - i. In accordance with this policy and corresponding training bulletin, the type of aid that will be required for Effective Communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue.

- ii. In accordance with this policy and corresponding training bulletin, in some circumstances, oral communication supplemented by gestures and visual aids or an exchange of written notes will be an effective means of communicating with people who are deaf or hard of hearing. In other circumstances, a qualified sign language or oral interpreter may be needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a Qualified Sign Language Interpreter will be required for Effective Communication.
 - 1. For simple transactions – such as checking a license, giving directions to a location, or issuing a simple traffic citation – interpreter services are generally not required. Under these circumstances, the use of gestures and/or the exchange of notes will generally provide Effective Communication.
 - 2. For lengthy or complex transactions – such as interviewing a victim, suspect, witness, or arrestee – the provision of interpreters may be necessary in order to afford Effective Communication.
- e. LBPd shall give primary consideration to the requests of an individual who is deaf or hard of hearing in determining what type of auxiliary aid and service is necessary.
 - 1. In providing auxiliary aids and services, officers will give utmost deference to the type of auxiliary aid or service requested taking into consideration the length and complexity of the transaction and/or interaction, the communication needs of the individual requesting the aid or service, and the policy entitled “Communicating with People Who Are Deaf or Hard of Hearing” and corresponding training bulletin to ensure Effective Communication.
- f. If the aid to be provided is a sign language interpreter, LBPd will follow the requirements of this Agreement and Exhibit B thereto in addition to the following.
 - i. LBPd will place the request for an interpreter with the interpreting agency as soon as reasonably practicable after the request is made by an individual, except in exigent circumstances in which requesting an interpreter would endanger or jeopardize the health

and safety of the officer, the individual requesting the interpreter, the interpreter, and/or members of the general public in which case the request for an interpreter will be made as soon as reasonably practicable in those circumstances. Under usual circumstances, "as soon as reasonably practicable" means that LBPDP should place a request for an interpreter with the interpreting agency within fifteen (15) minutes after a request is made by an individual or an interpreter is deemed appropriate.

- ii. LBPDP will request that the interpreting agency provide a Qualified Sign Language Interpreter at the scene no more than one (1) hour after LBPDP places the request for such an interpreter, and also inform the agency that it is a law enforcement situation and, if known, the specific type of Qualified Sign Language Interpreter required.
- iii. When making a request for an interpreter from the interpreting agency, LBPDP will at a minimum request a Qualified Sign Language Interpreter who is certified in one of the following ways: by the National Association of the Deaf ("NAD") at a level four (4) interpreter or above, by the National Registry of Interpreters for the Deaf as a CI/CT or CDI/OTC, or by the National Council on Interpreting as Certified, Advanced or Master, unless another type of interpreter is necessary to provide Effective Communication. In addition, Qualified Sign Language Interpreters must also be able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. If a level four (4) interpreter is not available, LBPDP will request that the interpreting agency send a level three (3) interpreter but continue to look for a level four (4) interpreter until one is located.

g. Restricted Use of Certain Persons to Facilitate Communication

- i. Due to confidentiality, potential emotional involvement, and other factors that may adversely affect the ability to facilitate communication, it is often inappropriate to utilize family members, friends, associates, and minors to provide sign language interpreting services. For example, it is inappropriate to rely on friends or family to interpret during an investigation of a domestic dispute. Under such circumstances, LBPDP will advise individuals who are deaf or hard of hearing of the availability of sign language interpreters and will refrain from utilizing family members, friends, associates, and minors to provide sign language interpreting services unless:

1. There exists exigent circumstances in which waiting for a sign language interpreter would endanger or jeopardize the health and safety of the officer, members of the general public, or the person in need of communication assistance; provided, however, that LBPD will provide any necessary qualified sign language interpreter, if requested, once exigent circumstances are no longer in existence, or
 2. The deaf or hard of hearing individual specifically requests that a family member, friend, associate, and/or other individual act as an interpreter, the person accompanying the person who is deaf or hard agrees, and relying on such an individual would be appropriate even with such a specific request and consent. It is inappropriate in most circumstances for law enforcement to rely on minors to interpret even if the person who is deaf or hard of hearing specifically requested to use such a person.
- ii. Nothing in this Section relieves the LBPD of its obligation to provide a qualified sign language interpreter or other auxiliary aids free of charge when requested by the individual who is deaf or hard and hearing and necessary for Effective Communication (regardless of the presence of a third-party who knows sign language).
- h. With respect to Jails, LBPD has, or will no later than 30 days after the execution of this Agreement, develop and maintain policies to identify deaf or hard of hearing individuals who are in custody in a non-discriminatory manner and provide Effective Communication in all programs, services, and activities while in custody in accordance with the "Communicating with People Who Are Deaf or Hard of Hearing" policy and corresponding training bulletin.
 - i. LBPD has, or will no later than thirty (30) days after the execution of this Agreement, develop a process to determine the Effective Communication needs of deaf and hard of hearing inmates/detainees upon arrival at the Jail so that Auxiliary Aids or Services may be provided during the inmate/detainees' stay.
 1. This process will include questions regarding Effective Communication needs during the intake process.
 2. LBPD will consult with the DRLC in order to edit the form used by Jail personnel to elicit the above information upon intake.

3. This process will also involve the communication of intake information to other LBPB officers and staff who are responsible for the inmate/detainee during his or her stay.
- ii. LBPB has, or will no later than thirty (30) days after the execution of this Agreement, ensure that Jail procedures will be available in plain English written format and will be available to deaf or hard of hearing inmates or detainees upon arrival.
 1. LBPB must provide alternate Auxiliary Aids or Services in order to communicate Jail procedures, in addition to the plain English written format, if such written procedures are insufficient to effectively convey the information contained therein, such as in situations where an inmate or detainee does not read or understand English.
 2. LBPB will consult with the DRLC in order to edit the Jail policies to notify individuals who are deaf or hard of hearing of the availability of, and instructions for, requesting Auxiliary Aids or Services.
 - i. If, during an interview by LBPB of a person who is deaf or hard of hearing, it becomes necessary to advise that person of their constitutional rights pursuant to *Miranda v. Arizona*, and the LBPB has not previously summoned a Qualified Sign Language Interpreter or other Auxiliary Aid or Service, LBPB will summon a Qualified Sign Language Interpreter, or other appropriate Auxiliary Aid or Service, for that purpose and any further questioning.

6. Training

- a. LBPB will provide training for its personnel, as detailed below.
 - i. All LBPB personnel, including but not limited to all cadets, officers, supervisors, field supervisors and field training officers, will be informed of these provisions as indicated below.
 - ii. LBPB will educate its personnel about providing Effective Communication to persons who are deaf or hard of hearing, consistent with the above-listed policies, the ADA and California law.

- iii. The training for cadets in the Academy will include basic orientation regarding persons with disabilities and training on compliance with the terms of this Agreement.
 - 1. Academy training will continue to include the training mandated by California Peace Officer Standards & Training ("POST") regarding individuals who are deaf or hard of hearing. DRLC will assist LBPD by providing additions or clarifications to POST to enhance the training in a manner consistent with the terms of this Agreement, while still satisfying POST requirements. The supplemental POST training will be implemented within ninety (90) days of the date of Final Approval.
- iv. All other LBPD officers, supervisors and staff will be trained with the requirements of this Agreement and in handling situations when LBPD personnel may encounter people who are deaf or hard of hearing. The first training will occur within ninety (90) days of the date of Final Approval.
- v. LBPD will also provide recurrent briefings on an annual basis to all LBPD personnel to ensure compliance with the terms of this Agreement and the ADA and California law.
 - 1. This training will include explanation of the "Communicating with People Who are Deaf or Hard of Hearing" policy and corresponding training bulletin.
 - 2. Briefings, bulletins, and other written policies regarding Effective Communication and ADA compliance will also be provided to LBPD personnel.
 - a. LBPD will review each LBPD employee's compliance with the above-listed policies and the ADA as part of the employee's annual performance evaluation.

7. TTYs and Other Equipment

- a. LBPD will provide TTYs/TDDs, as detailed below.
 - i. LBPD will maintain functioning TTYs/TDDs at Jail and Police Facilities where the public, inmates and/or detainees have access to telephones or as otherwise required by applicable California and/or federal law. These TTYs/TDDs will be readily available to and useable by people who are deaf or hard of hearing at the same

level as telephones are made available to hearing persons who are similarly situated.

1. Each such Jail or Police Facility will ensure that all personnel regularly receiving phone calls from the public, and/or facilitating outgoing phone calls by individuals, who are deaf or hard of hearing, receive training and/or instruction on the use of TTYs/TDDs.
 2. All personnel who interact with the public will be notified where the TTYs/TDDs are located in the Jail or Police Facility to which they are assigned.
 3. All Jail or Police Facilities that directly interact with the public will be provided with training materials regarding the use of TTYs/TDDs and the availability of the relay services, including CRS and VRS.
 4. To the extent any time limitations are imposed on the use of telephones in any facility, such as Jail Settings, people who utilize the TTY/TDD for communication will be permitted reasonable additional time to account for the additional time required to use the TTY/TDD.
 5. Each Jail and Police Facility shall also be equipped with volume controlled telephones for individuals who are hearing impaired and will comply with all applicable regulations including but not limited to the ADA Accessibility Guidelines.
- b. LBPDP shall provide direct access to individuals who use TTY/TDDs and computer modems for telephone emergency services including 911 services (28 C.F.R. § 35.162).
- c. LBPDP will investigate and implement VRS equipment at the main LBPDP station. Within one (1) year after Final Approval of this Agreement, LBPDP shall establish the capability for offering and offer VRS to the public, inmates, and/or detainees who desire to place a VRS call at the main LBPDP station. LBPDP will offer VRS for a period of one (1) year. At the end of this period, LBPDP will meet with the DRLC and interested community members and organizations regarding the effectiveness of offering VRS over the past year. After this meeting is held it will be within LBPDP's discretion to continue offering VRS to the public and detainees.

- i. LBPB, when using VRS, shall ensure that VRS delivers high quality, clear, delay-free full-motion video and audio over a dedicated high-speed Internet connection, and provides a clear and sharply delineated picture of the interpreter's and the signer's head, arm, hands, and fingers, regardless of the body position of the signer; and voices being transmitted are clearly and easily understood.
 1. Each such Jail or Police Facility will ensure that all personnel receiving phone calls from the public, and/or facilitating outgoing phone calls by persons who are deaf or hard of hearing, receive training and/or instruction on the use of VRS calls. LBPB will make reasonable efforts to train and staff employees to operate VRS 24 hours per day. If VRS is inoperable because of staff absence or technical difficulties, LBPB will provide other Auxiliary Aids and Services to ensure Effective Communication.
 2. All LBPB personnel who interact with the public will be notified where the VRS equipment is located in the Jail or Police Facility to which they are assigned. VRS equipment will be maintained in public areas to the extent possible.
 3. All Jail and Police Facilities that directly interact with the public will be provided with an instructional video regarding the use of VRS and the availability of the video relay services.
 4. Once VRS equipment is made available, the "Communicating with People who are Deaf or Hard of Hearing" policy and corresponding training bulletin will be updated to include VRS information within thirty (30) days. The updated policy and corresponding training bulletin must be submitted to DRLC for comments within 30 days of VRS equipment implementation.
- ii. LBPB will investigate and implement VRI equipment at the main LBPB station. Within one (1) year after Final Approval of this Agreement, LBPB shall establish the capability for offering and offer VRI to the public and to detainees to assist LBPB in ensuring Effective Communication. LBPB will offer VRI for a period of one (1) year. At the end of this period, LBPB will meet with the DRLC and interested community members and organizations regarding the effectiveness of offering VRI over the past year. After this

meeting is held it will be within LBPB's discretion to continue offering VRI to the public and detainees.

1. LBPB, when using VRI, shall ensure that VRI delivers high quality, clear, delay-free full-motion video and audio over a dedicated high-speed Internet connection, and provides a clear and sharply delineated picture of the interpreter's and the signer's heads, arms, hands, and fingers, regardless of the body position of the signer; and voices being transmitted are clearly and easily understood.
2. Once VRI services are made available, they will be offered as an alternative to the deaf or hard of hearing individual for any requests for interpreters.
3. The requirements for the functioning VRI equipment are identical to the requirements for functioning VRS equipment. When investigating VRI providers, LBPB should select a provider with VRI interpreters available 24 hours a day.
4. LBPB will make reasonable efforts to sufficiently train and staff employees to operate VRI 24 hours a day. If VRI is inoperable because of staff absence or technical difficulties, LBPB will provide other Auxiliary Aids and Services to ensure Effective Communication.
5. DRLC will provide a list of VRI service providers and known charges to LBPB.
6. Once VRI service is made available, the "Communicating with People who are Deaf or Hard of Hearing" policy and corresponding training bulletin will be updated to include VRI information within thirty (30) days. The updated policy and corresponding training bulletin must be submitted to DRLC for approval and comments within 30 days of VRI implementation.

iii. Statement on VRI

1. VRI is not intended to serve as a complete replacement to an in-person Qualified Sign Language Interpreter. There are some situations in which an in-person Qualified Sign Language Interpreter may better suit communication needs than VRI such as (a) emotionally charged situations

including domestic violence, (b) situations in which children are interviewed or questioned, (c) situations with detainees mental health conditions, (d) other sensitive situations, and (e) when there are numerous persons in the room.

- a. When determining whether VRI is appropriate, LBPDP will follow the "Communicating with People Who are Deaf or Hard of Hearing" policy and corresponding training bulletin, which requires LBPDP to give primary consideration to the request of the individual.

8. Limitation

- a. Notwithstanding the foregoing, other than the policies, services and/or equipment specifically identified in this Agreement, nothing in this Agreement shall require LBPDP to implement policies and/or provide services and/or equipment in excess of that mandated under applicable California or federal law.

9. Information to the Public

- a. With ninety (90) days of the execution of this Agreement LBPDP will provide information to the public regarding Effective Communication with people who are deaf or hard of hearing, as detailed below.
 - i. LBPDP will provide notice of the provision of Auxiliary Aids and Services which will be readily available and in plain view at all Police Facilities that regularly interact with the public.
 1. Notification to the public will include prominently posted signs that state "The Long Beach Police Department provides Auxiliary Aids and Services to people who are deaf or hard of hearing, including sign language interpreters, telecommunication devices (TTY/TDD), and other aids. Please ask for assistance if you need any of these accommodations." These signs will include the universal symbol for interpreters and TTY/TDDs.
 - ii. In addition, LBPDP will modify its website and other materials, including but not limited to, all future posters, and informational pamphlets, including victim pamphlets, to include appropriate instructions on the availability and use of Auxiliary Aids and Services for people who are deaf or hard of hearing as well as how

to access information available through automated systems (e.g., the Victim Information & Notification Everyday (VINE) toll free number).

- iii. LBPD will ensure that that individuals who are deaf or hard of hearing can obtain information as to the existence and location of accessible services, activities, and facilities (28 C.F.R. § 35.163(a)).
- b. LBPD will provide a complaint procedure, as detailed below.
- i. Members of the public may utilize the citizen complaint procedures currently in place in order to register a complaint regarding provision of Effective Communication or other accommodations regarding people who are deaf or hard of hearing.
 - ii. Complaint forms will be readily available and in plain view at all LBPD facilities that regularly deal with the public.
 - iii. Blank public complaint forms will be available at all Jail and Police Facilities.
 - iv. Said complaint procedure is supplemental to, and shall not be deemed to be the equivalent of, a governmental tort claim pursuant to California Government Code § 810 et seq.

10. Outreach

- a. LBPD agrees to meet with DRLC and members of the deaf and hard of hearing community at least one (1) time per year during the term of this Agreement to address questions or concerns that may arise on the part of LBPD or the community regarding provision of Effective Communication.
- b. LBPD agrees to occupy a booth or table at the City's annual Disability Awareness Month Celebration. LBPD agrees to inform regional deaf and hard of hearing advocacy groups, as identified by the DRLC, that it will be staffing a table or booth at this event and that there will be a qualified sign language interpreter in attendance.

11. Damages

- a. No later than thirty (30) calendar days after dismissal of the *Lauderdale* Action, Defendant will pay the total sum of \$16,000 in compensation for the individual claims for personal injury or emotional distress damages by Plaintiff Lauderdale under applicable federal and state access laws. Payment will be made in the form of a check made payable to "Disability

Rights Legal Center, Client Trust Account", unless otherwise specified by Plaintiff Lauderdale through her attorneys.

- b. No later than thirty (30) calendar days after dismissal of the *Lauderdale* Action, Defendant will pay the total sum of \$13,000 in compensation for the individual claims for personal injury or emotional distress damages by Plaintiff Vera under applicable federal and state access laws. Payment will be made in the form of a check made payable to "Disability Rights Legal Center, Client Trust Account", unless otherwise specified by Plaintiff Vera through his attorneys.
- c. No later than thirty (30) calendar days after dismissal of the *Lauderdale* Action, Defendant will pay the total sum of \$14,000 in compensation for the individual claims for personal injury or emotional distress damages by Plaintiff Dimas under applicable federal and state access laws. Payment will be made in the form of a check made payable to "Disability Rights Legal Center, Client Trust Account", unless otherwise specified by Plaintiff Dimas through her attorneys.
- d. No claims for damages by Plaintiff Class or any Class Member except Plaintiffs Lauderdale, Vera, and Dimas will be released.
- e. Nothing in this Agreement prevents individuals from bringing any separate damages claim(s) against LBPB.

12. Attorneys' Fees and Costs

- a. The parties agree that Plaintiffs are the prevailing party in this matter for purposes of attorneys' fees and costs and that the amount of attorneys' fees and costs will be determined by the Honorable Audrey B. Collins through a fee motion submitted by Plaintiffs' counsel no later than thirty (30) calendar days after dismissal of the *Lauderdale* Action, Defendant will pay attorneys' fees and costs to counsel in the amount determined by Judge Collins. Payment will be made in the form of separate checks payable to the Disability Rights Legal Center and Munger, Tolles & Olson LLP.

13. Monitoring

- a. LBPB agrees to provide information to DRLC during the term of this Agreement as set forth below.
- b. LBPB agrees to provide this information to DRLC on the first day of the sixth month after Final Approval, and the first day of every subsequent sixth month for the duration of this Agreement.

- i. The required monitoring information will describe by date and substance the steps taken to comply with this Agreement. In addition, LBPB will provide the following information:
 1. Number of requests made for a Qualified Sign Language Interpreter, TTYs/TDDs/ or VRS and the outcome of those requests.
 - a. If this information includes information that a Sign Language Interpreter, TTYs/TDDs/, or VRS was denied, then the reason for such denial will be included.
 2. The number, type (e.g., detainee complained that officers waited 2 hours before requesting an interpreter), and disposition of all complaints from deaf or hard of hearing individuals regarding obtaining or LBPB's failure to provide Effective Communication or Auxiliary Aids and Services.
 - a. For purposes of this monitoring requirement, LBPB or the City of Long Beach will provide data for any complaints or reports that are handled at the station level (e.g., the on-staff sergeant) or by the Internal Affairs Bureau, and any government tort claims relating to any alleged failure of the LBPB to provide Effective Communication and/or Auxiliary Aids or Services.
 3. Summary of any or all problems reported by LBPB personnel reported to the LBPB ADA Coordinator or City of Long Beach ADA coordinator regarding obtaining Auxiliary Aids and Services, including but not limited to obtaining sign language interpreters or with the interpreters themselves or proper functioning of TTYs/TDDs at any LBPB facilities.
 - a. This monitoring requirement will also include information for VRS and VRI when those services are implemented.
 4. Data regarding the number of inmates by month total who are deaf or hard of hearing housed in Jail Settings.

5. Number of LBPB personnel who have been trained on requirements related to people who are deaf or hard of hearing and/or requirements under this Agreement and number of personnel not yet trained.
 6. A summary of any problems encountered during attempts to implement the Agreement.
- c. During the term of this Agreement, the DRLC may request additional reasonable, non-confidential information (i.e., information not protected by the Penal Code, attorney work product, or attorney client communications) relating to interactions between the LBPB and persons who are deaf or hard of hearing that is relevant to the monitoring or enforcement of this Agreement. The LBPB agrees to provide responsive information within thirty (30) days of a written request. If the LBPB believes that any request is unreasonable, the DRLC agrees to meet and confer to hear any objections or proposals to narrow the scope of the request. The Court retains continuing jurisdiction to determine whether requests are reasonable.
 - d. During the term of this Agreement, DRLC may, with reasonable notice and in a reasonable manner, inspect LBPB facilities on a reasonable date and time in order to review compliance with the Agreement. As a part of its review, DRLC may, with reasonable notice and in a reasonable manner, interview Class Members detained by LBPB, relating to implementation of this Agreement with the permission of those Class Members, and any counsel representing them in their criminal matter(s) in accordance with regular jail policies.
 - e. Nothing in this Agreement shall require LBPB to disclose confidential information regarding detainees and/or arrestees and/or information otherwise deemed confidential pursuant to California Penal Codes § 832.5 or 832.7. DRLC reserves the right to seek any information protected by California Penal Codes § 832.5 or 832.7 through the Court if it becomes necessary to enforce or monitor this Agreement.
 - f. For purposes of monitoring of this Agreement, the City of Long Beach or LBPB ADA Coordinator will serve as the contact person to serve as liaison to DRLC. LBPB will notify DRLC should the contact person change during the term of the Agreement.
 - i. Complaints and reports of problems, as well as other numerical data, will be collected and maintained by LBPB for purposes of this Agreement.

- g. The information obtained by DRLC regarding compliance with this Agreement will not be confidential and may be disclosed to the public.

14. Dispute Resolution

- a. The Parties will negotiate in good faith to resolve any dispute relating to the interpretation or implementation of this Agreement.
- b. In the event Plaintiffs' counsel believe that LBPD is not in compliance with the terms of this Agreement, counsel will notify LBPD of its perceived noncompliance.
- c. LBPD will have thirty (30) days following receipt of the notification to respond to DRLC concerning the alleged violations or noncompliance.
- d. Following DRLC's receipt of LBPD's response, if any, to any alleged violations or noncompliance, the Parties will negotiate in good faith for at least fifteen (15) days to resolve their differences.
- e. DRLC and Plaintiffs agree not to file any motion to enforce this Agreement until this dispute resolution process has been completed and then only if the alleged violations or noncompliance have not been corrected as a result of the dispute resolution effort by the Parties. Any motion to enforce this Agreement will be brought in the Court in which this action is currently pending.
- f. In the event it becomes necessary for Plaintiffs or anyone acting on their behalf to incur costs and/or attorneys' fees to enforce the provisions of this Agreement, the prevailing party in any enforcement litigation will be entitled to reasonable attorneys' fees and costs, in accordance with the standards set forth in *Christianberg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

15. Release

- a. Except as otherwise provided in this Agreement, and subject to the fulfillment of the conditions set forth in this Agreement, Plaintiffs Lauderdale, Vera, and Dimas and Class Members, for themselves, their successors and their assigns, hereby release and discharge Defendants and their successors, assigns, officers, directors, and past and present agents, attorneys and employees ("Released Parties"), from any and all claims for declaratory or injunctive relief based on any of the allegations contained in the Complaint in this action raised under the ADA, the Rehabilitation Act of 1973, §§ 52.1 and 54 of the California Civil Code, and Government Code Section 11135 of the California Government Code for

the duration of the term of this Agreement to the extent they relate to an interaction with the LBPB that resulted in a denial of Effective Communication. Class Members do not include any deaf or hard of hearing employees of Defendants.

- b. Except as otherwise provided in this Agreement, and subject to the payment of funds as described in Section 11, above, and in consideration of such payments, Plaintiffs Lauderdale, Vera and Dimas hereby release and forever discharge the Released Parties from any and all claims, demands, causes of action, obligations, damages and liabilities that have arisen at any time for the duration of the term of this Agreement that were or could have been asserted in the *Lauderdale* Action, whether based on statute, regulation, contract, tort or other legal or equitable theory of recovery whatsoever, and whether known or unknown. However, nothing in this Agreement will be interpreted as a release by Plaintiffs of any claim associated with any injury that might be suffered in the future due to interaction with the LBPB.
- c. Plaintiffs Lauderdale, Vera and Dimas, for themselves, and as representatives of Plaintiff Class, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code, and any similar law, and do so acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:
 - i. **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”**
- d. Thus, notwithstanding the provisions of Section 1542, and for the purposes of implementing a full and complete release, Plaintiffs Lauderdale, Vera and Dimas, for themselves and as representatives of Plaintiff Class, expressly acknowledge that this Agreement and release are intended to include in its effect, without limitation, any claims which Lauderdale, Vera and Dimas and/or Plaintiff Class do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement and release contemplate the extinguishment of any such claim or claims. However, apart from Lauderdale, Vera and Dimas, this release will not prejudice any individual Class Member's right to bring a claim for damages against any Defendant.

- e. Nothing in this Agreement will be interpreted as a release of any claims for damages by Plaintiff Class and/or any Class Member except Plaintiffs Lauderdale, Vera and Dimas.

16. Ownership of Rights Released

- a. Plaintiffs Lauderdale, Vera and Dimas, for themselves and as representatives of Plaintiff Class, represent and warrant that (a) they have the full authority and capacity to make the agreements, covenants, and releases set forth in this Agreement, and (b) they are the owners of, and has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, as defined above, or any portion thereof or any interest therein, and (c) no other person or entity owns, holds, or has any interest in the claims, rights or causes of action described or released herein.

17. Knowing and Voluntary Entry into Agreement and Release

- a. Plaintiffs Lauderdale, Vera and Dimas, for themselves and as representatives of Plaintiff Class, represent and warrant that they have consulted with and have had the advice and counsel of attorneys and have entered into this Agreement and release voluntarily, after independent investigation, and without fraud, duress, or undue influence.

18. No Representations from Releases

- a. Plaintiffs Lauderdale, Vera and Dimas, for themselves and as representatives of Plaintiff Class, represent and acknowledge that in executing this Settlement Agreement and release, they do not rely upon, and have not relied upon, any representation or statement made by any Defendants past or present agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement and release.

19. No Representations regarding Tax Liabilities

- a. In executing this release, Plaintiffs Lauderdale, Vera and Dimas, for themselves and as representatives of Plaintiff Class, acknowledge and agree that no representations, promises, agreements, offers or assurances, have been made by the City of Long Beach or any Defendants regarding the actual or potential tax liability or consequences that may be assessed upon Plaintiffs Lauderdale, Vera, Dimas, Plaintiff Class, Plaintiffs' counsel, nor their assignees as a result of the monies paid to Plaintiffs Lauderdale, Vera, Dimas, the Class, or Plaintiffs' counsel

to resolve this action.

20. Duration of Agreement

- a. The United States District Court for the Central District of California will retain jurisdiction over the *Lauderdale* Action for the purpose of ensuring compliance and enforcing the provisions of this Agreement for 3 years from the date hereof, after which time its provisions will be terminated unless the Court determines that, based on findings of non-compliance, it is necessary to extend any of its requirements, in which case those requirements, after hearing, may be extended subject to the requirements of equity. The parties to this action and no one else will have standing to seek enforcement of this Agreement.

21. Dismissal

- a. Within thirty (30) days following Final Approval, Plaintiffs' Counsel will file a signed form of request for dismissal with prejudice, except that the Court will retain jurisdiction to enforce the settlement as set forth above. The stipulation for dismissal will expressly require that the Court retain jurisdiction for the purpose of enforcing this agreement; and the proposed dismissal order will expressly incorporate the terms of this Agreement.

22. Entire Agreement

- a. This Agreement contains the entire agreement between the Parties regarding provision of Effective Communication to and other accommodations for people who are deaf or hard of hearing by LBPD. No modifications or limits will be binding on the Parties unless expressly provided for in this Agreement or made by a written agreement signed by all Parties. This Agreement expresses the complete and final understanding with respect to the subject matter of this Agreement. The Parties hereto understand and agree that the terms of this Agreement supersede any prior discussions, understandings, or agreements between them related to the subject matter hereof.

23. Counterparts

- a. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

24. Interpretation

- a. The language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural. This Agreement is the product of negotiation and joint drafting so that any ambiguity will not be construed against any Party.

25. Severability

- a. In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect.

26. Additional Documents

- a. To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

27. Authority to Enter into Agreement

- a. Each signatory to this Agreement certifies that it, he or she is fully authorized by the party it, he or she represents to enter into the Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

28. Agents for the Parties

- a. Any and all notices and information required to be given to either party to this Agreement will be sent to the following agents:

Plaintiffs

Shawna L. Parks
and/or Director of Litigation
Disability Rights Legal Center
919 S. Albany St.
Los Angeles, CA 90015
Telephone: (213) 736-1031
Facsimile: (213) 736-1428

City Of Long Beach


Randall C. Fudge
333 West Ocean Boulevard
11th Floor
Long Beach, California 90802

Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF CESSY LAUDERDALE

Dated: 11/11/09 By: 
CESSY LAUDERDALE

PLAINTIFF CORNELIO VERA

Dated: _____ By: _____
CORNELIO VERA

PLAINTIFF BERTHA DIMAS

Dated: _____ By: _____
BERTHA DIMAS

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: _____ By: _____
PATRICK WEST
CITY OF LONG BEACH, CITY MANAGER

Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF CESSY LAUDERDALE

Dated: _____ By: _____
CESSY LAUDERDALE

PLAINTIFF CORNELIO VERA

Dated: 11-11-09 By: *Cornelio S. Vera*
CORNELIO VERA

PLAINTIFF BERTHA DIMAS

Dated: _____ By: _____
BERTHA DIMAS

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: _____ By: _____
PATRICK WEST
CITY OF LONG BEACH, CITY MANAGER

Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF CESSY LAUDERDALE

Dated: _____ By: _____
CESSY LAUDERDALE

PLAINTIFF CORNELIO VERA

Dated: _____ By: _____
CORNELIO VERA

PLAINTIFF BERTHA DIMAS

Dated: 11-11-09 By: Bertha Dimas
BERTHA DIMAS

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: _____ By: _____
PATRICK WEST
CITY OF LONG BEACH, CITY MANAGER

Signatures

The undersigned parties acknowledge that they have read this Settlement Agreement and that they fully know its contents, and that they execute this Settlement Agreement and make the settlement provided for herein voluntarily and of their own free will. Please read carefully.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release and agree to be bound by its terms.

PLAINTIFF CESSY LAUDERDALE

Dated: _____ By: _____
CESSY LAUDERDALE

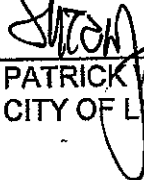
PLAINTIFF CORNELIO VERA

Dated: _____ By: _____
CORNELIO VERA

PLAINTIFF BERTHA DIMAS

Dated: _____ By: _____
BERTHA DIMAS

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: 11.11.09 By:  _____ Assistant City Manager
PATRICK WEST
CITY OF LONG BEACH, CITY MANAGER
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM AND LEGALITY:

DISABILITY RIGHTS LEGAL CENTER

Dated: 11/2/09

By: 
Shawna L. Parks
Attorneys for Plaintiffs

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: _____

By: _____
Randall C. Fudge
Attorneys for Defendant City of Long Beach

APPROVED AS TO FORM AND LEGALITY:

DISABILITY RIGHTS LEGAL CENTER

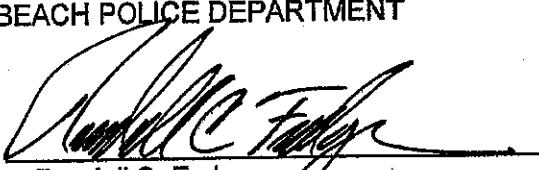
Dated: _____

By: _____

Shawna L. Parks
Attorneys for Plaintiffs

CITY OF LONG BEACH & LONG BEACH POLICE DEPARTMENT

Dated: 11/11/2009

By:  _____

Randall C. Fudge
Attorneys for Defendant City of Long Beach

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CESSY LAUDERDALE,
CORNELIO VERA, and BERTHA
DIMAS, individually and on behalf
of the class of similarly situated
individuals,

Plaintiffs,

vs.

CITY OF LONG BEACH, a
municipal corporation; LONG
BEACH POLICE DEPARTMENT, a
public entity; DOES 1-10, inclusive,

Defendants.

CASE NO. CV 08-979 ABC (JWJx)

Judge: Hon. Audrey B. Collins

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT of *Lauderdale et al. v. City of Long Beach et al.*, Case No. CV 08-979 ABC (JWJx), United States District Court for the Central District of California.

TO: PERSONS WHO ARE DEAF OR HARD OF HEARING, AND WHO HAVE INTERACTED OR WILL OR CURRENTLY INTERACT WITH THE LONG BEACH POLICE DEPARTMENT, INCLUDING DURING INVESTIGATION, ARREST, BOOKING OR INTERROGATION WHILE IN THE LONG BEACH POLICE DEPARTMENT'S CUSTODY AND WERE DENIED EFFECTIVE COMMUNICATION ("SETTLEMENT CLASS").

NATURE OF THE CASE

Cessy Lauderdale, Cornelio Vera, and Bertha Dimas (the "Named Plaintiffs") brought a class action on behalf of individuals who are deaf or hard of hearing ("Plaintiffs") and have entered into a class action settlement with the City of Long Beach ("Defendant") regarding the Long Beach Police Department's ("LBPD's") provision of auxiliary aids, including but not limited to the provision of qualified sign language interpreters, and other actions that may be necessary for effective communication.

The class action lawsuit is entitled of *Lauderdale et al. v. City of Long Beach, et al.*, Case No. CV 08-979 ABC (JWJx), in the United States District Court for the Central District of California ("*Lauderdale* lawsuit"). The Court has certified a class action in the *Lauderdale* lawsuit for settlement purposes only.

The class action seeks injunctive and declaratory relief on behalf of all persons who are deaf or hard of hearing, and who have interacted or will or currently interact with the LBPB, including during investigation, arrest, booking or interrogation while in the LBPB's custody and were denied effective communication. This class action alleges that, in violation of federal and California law, the LBPB has failed to communicate effectively with individuals who are deaf or hard of hearing, including during interviews, investigations, arrests, booking, while in custody, and in other interactions; has failed to properly train its police officers to communicate effectively with individuals who are deaf or hard of hearing; and has failed to adopt and enforce appropriate policies and procedures to ensure effective communication with individuals who are deaf or hard of hearing. Defendant denies all liability and allegations of wrongdoing asserted against it in the *Lauderdale* lawsuit.

After arms-length negotiation and mediation conducted before an experienced mediator, the settling parties agree that the proposed class action settlement is the best way to resolve the *Lauderdale* lawsuit between Plaintiffs and Defendant. Counsel for Plaintiffs have determined that the proposed settlement is fair, reasonable and adequate, and the relief obtained from Defendant via the settlement constitutes important and valuable changes in the Defendant's conduct, policies, and training which otherwise might not be obtained through continued litigation against it.

If you are a member of the Settlement Class, then any claims you may have against Defendant or the LBPB for injunctive and declaratory relief regarding discrimination by the LBPB relating to effective communication will be affected by the proposed settlement of the *Lauderdale* lawsuit. **This settlement does not affect and**

does not release any damages claims for members of the class, except for such damage claims of the Named Plaintiffs.

PROPOSED SETTLEMENT

The main terms of the proposed class action settlement (“Settlement Agreement”) are:

- The LBPD will take appropriate steps to ensure effective communication with and provide appropriate auxiliary aids and services where necessary to individuals who are deaf or hard of hearing who interact with the LBPD as required by the Americans with Disabilities Act, Rehabilitation Act as well as other applicable state disability rights statutes.
- The LBPD will give primary consideration to the requests of an individual who is deaf or hard of hearing in determining what type of auxiliary aid or service is necessary.
- The LBPD will adhere to a policy entitled “Communicating with People Who are Deaf or Hard of Hearing,” and corresponding training bulletin, which informs officers, among other things, that:
 - LBPD will make every effort to ensure that its officers and employees communicate effectively with the deaf or hard of hearing;
 - Effective communication with a deaf or hard of hearing person involved in an incident—whether as a victim, witness, suspect, or arrestee—is essential in ascertaining what actually occurred, the urgency of the matter, and type of situation;
 - Officers shall give utmost deference to the type of aid or service requested by a deaf or hard of hearing individual;

- The input of deaf or hard of hearing people involved in incidents is just as important to the law enforcement process as the input of other individuals;
 - Deaf or hard of hearing individuals must not be charged for the cost of an auxiliary aid or service needed for effective communication.
- When necessary, the LBPDP will place a request for a sign language interpreter with its contracted interpreting agency as soon as reasonably practicable (usually 15 minutes) after the request is made by an individual, except in exigent circumstances.
- The LBPDP will request from its contracted interpreting agency that such sign language interpreters meet certain certification requirements.
- The LBPDP will summon a qualified oral or sign language interpreter or utilize other appropriate auxiliary aids or services to advise deaf or hard of hearing individuals of their constitutional rights pursuant to Miranda v. Arizona.
- The LBPDP will advise individuals who are deaf or hard of hearing of the availability of sign language interpreters and will refrain from utilizing family members, friends, and minors to provide sign language interpreting services except in exigent circumstances or if the deaf or hard of hearing individual specifically requests that a family member, friend, minor, and/or other individual actor as an interpreter, the person accompanying the person who is deaf or hard agrees, and relying on such an individual would be appropriate. Among other things, the settlement agreement states that it is inappropriate to use such individuals as interpreters in domestic violence situations.
- The LBPDP will take steps to ensure effective communication with detainees who are deaf or hard of hearing at its jail as well as steps to

provide access to its TTY/TDD.

- The LBPB will investigate and implement Video Relay Service (“VRS”) and Video Relay Interpreting (“VRI”) equipment at the main LBPB station and within one year after the Final Approval of the Settlement Agreement, and establish the capability for offering and offer for a minimum of one year VRS/VRI to the public, inmates, and/or detainees who desire to place calls using this technology or use video remote interpreting.
- The LBPB will provide training for its personnel regarding compliance with the Settlement Agreement within 90 days of the date of final approval and on an annual basis thereafter. The LBPB will also train LBPB cadets regarding compliance.
- The LBPB will provide information to the public regarding effective communication with people who are deaf or hard of hearing. The LBPB will meet with Counsel for Plaintiffs and members of the deaf and hard of hearing community at least one time per year during the term of the Settlement Agreement to address questions or concerns that may arise on the part of LBPB or the community regarding provision of effective communication. The LBPB will also occupy a booth or table at the City’s annual Disability Awareness Month Celebration.
- Finally, the LBPB will, among other things, provide a written report, describing by date and substance the steps taken to comply with the Settlement Agreement as well as other information to the DRLC commencing the sixth month after Final Approval, and the first day of every subsequent sixth month for the duration of this Agreement.

The term of this agreement is three years, which means that these requirements will be in place for three years.

Also, as part of the Settlement Agreement, Defendants have agreed to pay the three Named Plaintiffs in this action \$16,000, \$14,000, and \$13,000 respectively. With the exception of the Named Plaintiffs, the proposed class action settlement will not affect any Class Member's right to bring a claim for damages against the Defendant or LBPD.

CLASS COUNSELS' REQUEST FOR ATTORNEYS' FEES AND COSTS

Class Counsel are the attorneys appointed by the Court to represent the class in this case. In this matter class counsel was the Disability Rights Legal Center and Munger, Tolles & Olson LLP. They also represent the named plaintiffs in this case. Class Counsel has been preliminarily awarded \$_____ in attorney's fees and \$_____ in costs. These amounts were determined pursuant to a motion filed by Class Counsel, who provided the Court with information on the time spent on the case and the hourly rates charged by the attorneys.

OBJECTIONS TO PROPOSED SETTLEMENT

The Court has given preliminary approval to the proposed settlement of the *Lauderdale* lawsuit.

A final approval hearing will be conducted by the Court on _____, 2009 at _____ a.m. in Courtroom 680, of the Roybal Federal Building and Courthouse located at 255 East Temple Street Los Angeles, CA 90012. At this hearing the Court will evaluate the fairness of the proposed settlements, consider arguments in favor of and against the settlements, and decide whether to give final approval.

If you agree with the settlement, you do not need to do anything. If you disagree with the settlement, you must file an objection no later than 5:00 p.m. on _____. Submit any objections via the following addresses or numbers. You may submit a request in writing or by calling the lines below:

DISABILITY RIGHTS LEGAL CENTER

919 South Albany Street

Los Angeles, California 90015

Telephone: (866) xxx-xxxx

TTY: (213) 736-8310

Facsimile: (213) 736-1428

All information obtained will be provided to all counsel in the case and the Court

If the Court grants final approval of the settlement, the settlement will be binding on all Settlement Class members. If you are a Settlement Class member, your right to bring a lawsuit for injunctive and declaratory relief against the City of Long Beach, including the LBPB, regarding effective communication with the LBPB will be affected.

However, with the exception of the Named Plaintiffs, the proposed settlement does not affect any individual damages claims that any member of the Settlement Class may have against the City of Long Beach or the LBPB.

HOW TO GET FURTHER INFORMATION

You may request a complete copy of the complete Settlement Agreement by contacting Class Counsel at the address or numbers below, or view it on the internet at www.disabilityrightslegalcenter.org. If you have any questions regarding the *Lauderdale* lawsuit or the proposed settlement of the case, you should contact Class Counsel at:

DISABILITY RIGHTS LEGAL CENTER

919 South Albany Street

Los Angeles, California 90015

Telephone: (866) xxx-xxxx

TTY: (213) 736-8310

Facsimile: (213) 736-1428

You may also find more information on the internet at www.disabilityrightslegalcenter.org or inspect the Court's file regarding this case during business hours at the office of the Clerk of the Court, United States

District Court for the Central District of California, 312 North Spring Street, Los Angeles, California 90012, under the file No. CV 08-979 ABC (JWJx).

DO NOT CALL OR WRITE TO THE COURT REGARDING THIS CASE

EXHIBIT B

LONG BEACH POLICE DEPARTMENT

IN-SERVICE TRAINING SECTION

DATE: MARCH 2009 – IN-SERVICE UPDATE SHEET

COMMUNICATING WITH THE DEAF OR HARD OF HEARING PART ONE

OVERVIEW

It is the policy of the Long Beach Police Department to ensure that a consistently high level of service is provided to all community members, including the deaf or hard of hearing. LBPD has specific legal obligations under the Americans with Disabilities Act and the Rehabilitation Act to communicate effectively with the deaf or hard of hearing. To carry out these policies and legal obligations, LBPD instructs its officers and employees as follows:

- The deaf or hard of hearing are entitled to a level of service equivalent to that provided other persons
- LBPD will make every effort to ensure that its officers and employees communicate effectively with the deaf or hard of hearing
- Effective communication with a deaf or hard of hearing person involved in an incident – whether as a victim, witness, suspect, or arrestee – is essential in ascertaining what actually occurred, the urgency of the matter, and type of situation
- Various types of communication aids – known as “auxiliary aids and services” – are used to communicate with people who are deaf or hard of hearing. These include the use of:
 - gestures or visual aids to supplement oral communications;
 - a notepad and pen or pencil to exchange written notes;
 - an assistive listening system or device to amplify sound for persons who are hard of hearing; or
 - a qualified oral or sign language interpreter
- The type of aid required for effective communication will depend on the individual’s usual method of communication, and the nature, importance, and duration of the communication at issue

COMMUNICATING WITH THE DEAF OR HARD OF HEARING PART TWO

In many circumstances, oral communication supplemented by gestures, visual aids, or an exchange of written notes will be an effective means of communicating with the deaf or hard of hearing. In other circumstances, a qualified oral or sign language interpreter may be needed for effective communication. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required. For example:

- If there has been an incident and the officer is conducting witness interviews, a qualified sign language interpreter may be required to communicate effectively with someone whose primary means of communication is sign language. A qualified oral interpreter may also be required to communicate effectively with someone who has been trained to read lips
- If a person is asking an officer for directions to a location, gestures or an exchange of written notes will likely be sufficient to communicate effectively

Primary consideration should be given to providing the type of communication aid or service requested by the individual. Officers should ask what type of auxiliary aid or service the deaf or hard of hearing person needs. Officers should accommodate those expressed choices, unless:

- There is another equally effective way of communicating given the circumstances, length, complexity, and importance of the communication as well as the communication skills of the deaf or hard of hearing person
- Doing so would fundamentally alter the nature of the law enforcement activity in question or would cause an undue administrative or financial burden (Only the Department head or his/her designee may make this determination)

The input of deaf or hard of hearing people involved in incidents is just as important to the law enforcement process as the input of other individuals. Officers must not draw conclusions about incidents unless they fully understand – and are understood by – all those involved, including the deaf or hard of hearing.

These individuals must not be charged for the cost of an auxiliary aid or service needed for effective communication.

COMMUNICATING WITH THE DEAF OR HARD OF HEARING

PART THREE

ON-CALL INTERPRETIVE SERVICES

LCPD Communications Center maintains a list of sign language and oral interpreting services that are on-call 24 hours per day.

When it is determined that an interpreter is needed, the requesting officer will obtain approval from a supervisor before requesting an interpreter from the Communications Center. If approved, the supervisor will notify the Watch Commander and ensure that an entry is made in the Watch Commander's Log.

A qualified sign language or oral interpreter is one who is able to:

- interpret effectively
- interpret accurately
- interpret impartially, both receptively and expressively, using any necessary specialized vocabulary
- sign to the deaf individual (or interpret orally to the person who reads lips what is being signed or said by the deaf individual)
- interpret in the language the deaf person uses (e.g., American Sign Language or Signed English), and is familiar with law enforcement terms and phrases

Because a qualified interpreter must be able to interpret impartially, a family member, child, or friend of the deaf individual may not be qualified to render the necessary interpretation because of professional, emotional, or personal involvement. Confidentiality issues should also be taken into consideration when using other than a qualified interpreter. Additionally, a certified interpreter may not necessarily be "qualified," if he/she is not a good communications match for either the deaf person (e.g., the deaf person uses Signed English and the interpreter uses American Sign Language) or the situation (e.g., the interpreter is unfamiliar with law enforcement vocabulary).

COMMUNICATING WITH THE DEAF OR HARD OF HEARING PART FOUR

TTY AND RELAY SERVICES

In situations where a non-disabled person would have access to a telephone, officers must provide persons who are deaf or hard of hearing the opportunity to place calls using a teletypewriter (TTY, also known as a telecommunications device for deaf people, or TDD). Officers must also accept telephone calls placed by deaf or hard of hearing persons through the Telecommunications Relay Service.

TTY devices are located in the jail at 400 West Broadway. The device is portable and officers can request it from the jail supervisor for use where it is needed. It will work with pay and in-house phones in the station.

If an officer needs to use the TTY device with a juvenile subject, ensure that the juvenile does not have contact with any in-custody adults. Plan to use the device in an area of the station other than booking or the jail.

TOOLS FOR EFFECTIVE COMMUNICATION

The following auxiliary aids may be utilized, when available, to communicate effectively with the deaf or hard of hearing:

- gestures
- visual aids
- notepad and pen or pencil
- computer or typewriter
- assistive listening system or device
- teletypewriter (TTY)
- a qualified oral or sign language interpreter

Officers must review and have a working knowledge of the publication *Communicating with People Who Are Deaf or Hard of Hearing: ADA Guide for Law Enforcement Officers*. This publication is available on line at:

<http://pddocushare/docushare/dsweb/Get/Document-33563/ADA%20communications%20for%20law%20enforcement.pdf>

COMMUNICATING WITH THE DEAF OR HARD OF HEARING PART FIVE

PROVISION OF AUXILIARY AIDS AND SERVICES

In *Communicating With The Deaf Or Hard Of Hearing, Part Two*, it is stated that "Primary consideration should be given to providing the type of communication aid or service requested by the individual." This means that, if it is necessary to provide auxiliary aids or services (i.e., gestures, notepads, interpreters) in order to communicate with an individual who is deaf or hard of hearing, officers shall give utmost deference to the type of aid or service requested by a deaf or hard of hearing individual taking into consideration (1) the length and complexity of the interaction, (2) the communication needs of the deaf or hard of hearing individual, and (3) the availability of another equally effective way of communicating given the circumstances.

INTERVIEWS

If, during an interview of a person who is deaf or hard of hearing, it becomes necessary to advise that person of their constitutional rights pursuant to Miranda v. Arizona, an officer will summon qualified oral or sign language interpreter or utilize other appropriate auxiliary aids or services for that purpose and any further questioning.

PLACING AN INTERPRETER REQUEST

If a deaf or hard of hearing individual requests an oral or sign language interpreter, and provision of such an interpreter is appropriate, officers shall make the request for an interpreter as soon as reasonably practicable after being requested to do so.

Under usual circumstances, an interpreter should be requested within fifteen (15) minutes after an interpreter is requested or deemed appropriate. If there exist exigent circumstances in which requesting an interpreter would endanger or jeopardize the health and safety of the officer or any other individual, the request for an interpreter may be delayed, but, under usual circumstances, should be made within fifteen (15) minutes after the exigent circumstances no longer exist.

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USE OF FAMILY AND FRIENDS AS INTERPRETERS

It may be appropriate to rely on friends or family as sign language interpreters for simple transactions (such as most traffic stops, giving directions, or other minor contacts that require minimal interaction).

However, due to confidentiality, potential emotional involvement, and other factors, it is often inappropriate to utilize family members, friends, or associates as sign language interpreters. For example:

- It is inappropriate to rely on friends, family, or associates to interpret during a domestic violence investigation.

Under such circumstances, officers shall advise individuals who are deaf or hard of hearing of the availability of sign language interpreters and refrain from utilizing family members, friends, or associates as sign language interpreters unless:

- The deaf or hard of hearing individual specifically requests that a family member, friend, and/or associate act as an interpreter, the person accompanying the person who is deaf or hard agrees, and relying on such an individual would be appropriate, or
- Exigent circumstances exist in which waiting for a sign language interpreter would endanger or jeopardize the health and safety of the officer or any other person; provided, however, that, if requested, an interpreter will be provided once exigent circumstances no longer exist.

USE OF MINORS AS INTERPRETERS

If requested by a deaf or hard of hearing individual, it may be appropriate to rely on minors as sign language interpreters for simple transactions (such as most routine traffic stops, giving directions, or other minor contacts that require minimal interaction).

However, due to confidentiality, potential emotional involvement, and other factors, it is usually inappropriate to utilize minors as sign language interpreters even if specifically requested by the deaf or hard of hearing individual. For example:

- It is inappropriate to rely on minors to interpret during a domestic violence investigation even if specifically requested by the deaf or hard of hearing individual.

VIDEO RELAY SERVICE

VRS allows deaf or hard of hearing individuals to place or receive calls utilizing computer and video technology. VRS devices will be located in the jail at 400 West Broadway.

Any questions regarding ADA requirements, the Training Bulletin, and/or communicating effectively with individuals who are deaf or hard of hearing should be directed to the Long Beach Police Academy Training Division.