

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**JERRY M., et al.,**

**Plaintiffs,**

**v.**

**DISTRICT OF COLUMBIA, et al.,**

**Defendants.**

**Civil Action No: 1519-85**

**J. Dixon**

**NOTICE TO CLASS MEMBERS OF PROPOSED SETTLEMENT AGREEMENT**

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. A PARTIAL SETTLEMENT HAS BEEN PROPOSED IN THE *JERRY M.* CASE THAT MAY AFFECT THE RIGHTS OF CERTAIN YOUTH IN DEPARTMENT OF YOUTH REHABILITATION SERVICES CUSTODY.**

**Why did you get this notice?**

1. The purpose of this notice is to inform you about a proposed partial settlement in the *Jerry M.* lawsuit. The settlement may affect the rights of certain youth who are in the custody of the Department of Youth Rehabilitation Services (“DYRS”) and are housed at the Youth Services Center (“YSC”) or at New Beginnings Youth Development Center (“New Beginnings”). The partial settlement is not final. In order for the partial settlement to be final, the judge in this case, the Honorable Judge Herbert B. Dixon, Jr., will hear from different people and decide if the settlement is fair, reasonable, and adequate. If this notice applies to you, you will have an opportunity to tell the judge what you think about the settlement before the judge decides whether to approve it.

This settlement needs to be approved by the judge. Even if the settlement is approved by the judge, it is only a partial settlement, so portions of the *Jerry M.* litigation will still remain under Court supervision.

The rest of this notice explains the *Jerry M.* lawsuit, how to determine whether this lawsuit applies to you, the key terms of the proposed partial settlement, and how you can give the judge your opinion about the proposed settlement.

**Does this notice apply to you?**

2. This notice may apply to you if you are a youth who is or has been housed in the YSC or at New Beginnings. This notice also contains important information if you are the parent or guardian of a youth who is or has been housed at YSC or New Beginnings.

## **What is this lawsuit about?**

3. The *Jerry M.* lawsuit was brought in 1985 by a group of juveniles who were housed at the facilities used by the District of Columbia to hold detained and committed youth. The people who brought the lawsuit, including Jerry M. and other youth in the facilities, were called the “named plaintiffs.” The named plaintiffs filed the lawsuit on their own behalf and on behalf of all other youth in the facilities. The people on whose behalf the lawsuit was brought are called the “plaintiffs.”
4. The plaintiffs sued the District and officials responsible for running the facilities. The people who were sued are called “defendants.”
5. In 1986, the judge who was assigned to this case decided that the named plaintiffs and their lawyers would fairly represent all youth who were held in juvenile facilities in the District of Columbia, making this case a “class action.” Because this is a class action, the people to whom this notice applies are also called “class members.”
6. In 1986, in an order called the “Consent Decree,” the judge directed the defendants to make changes to programming, education, mental health care, medical care and other policies and practices. The Consent Decree has the force of law.
7. In December of 2007, the judge approved the most recent agreement between the parties. This Agreement was called the “Work Plan.” The Work Plan concerns the defendants’ performance in 12 different areas, or “Goals.” These Goals require the defendants to:
  - operate facilities that are safe and humane (Goal I);
  - operate facilities that separate detained from committed youth (Goal II);
  - house youth in the least restrictive setting (Goal III);
  - provide youth a free and appropriate education (Goal IV);
  - provide youth mental health and health services (Goals V and VIII);
  - provide youth exercise and recreational activities, as well as access to a confidential grievance process (Goal VI);
  - meet environmental health, safety, and fire requirements (Goal VII);
  - employ adequately trained staff (Goal X); and
  - maintain a quality improvement program (Goal XII).

According to the Work Plan, each goal or part of goal can generally be made unenforceable by the Court once compliance with specific requirements has been reached.

8. Starting in 2004, an expert was approved by the Court to ensure that the defendants did what they agreed to do. This expert, called the Special Arbiter, made reports to the judge about the defendants' progress in meeting their obligations.
9. By October 2014, the Defendants had been determined by the Special Arbiter to have met all or part of eight out of 12 Goals.
10. Given the progress and changes that the defendants have made, the parties decided to discuss whether there was a way to resolve some of the remaining issues without more litigation.
11. The lawyers representing the plaintiffs and the lawyers representing the defendants have reached an agreement and have written down their agreement in a document called a "Settlement Agreement." The settlement is NOT FINAL. The settlement will be final only after the judge approves it after holding a public hearing called a "fairness hearing." Before the judge decides to approve it, you can tell the judge if you like the Settlement Agreement or if you do not like any part of it. You can also ask the judge to let you speak at the fairness hearing.

**What are the key terms in the Settlement Agreement?**

12. The Settlement Agreement requires the lawyers for the defendants to report to the lawyers for the plaintiffs until December 2015 on their progress in meeting certain Goals of the Work Plan. These Goals include:
  - use of room confinement (Goal I.A.5);
  - conducting intake assessments (Goal I.A.6);
  - providing placements and services for youth (Goal III.A.1);
  - providing an educational program at the YSC (Goal IV.B);
  - providing a confidential grievance process (Goal VI.A.3); and
  - employing adequately trained staff (Goal X).
13. The Settlement Agreement leaves the following Goals, under Court supervision:
  - incidents and assaults (Goal I.A.1);
  - supervision and staffing (Goal I.A.7);
  - mental health and health services (Goals V and VIII); and
  - fire safety (Goal VII.B).

## **Other Key Provisions**

14. The judge will retain jurisdiction over the case to decide any disputes about compliance with the Settlement Agreement.
15. You may obtain a copy of the Settlement Agreement and the Work Plan on the Department of Youth Rehabilitation Services' website at [www.dyrs.dc.gov](http://www.dyrs.dc.gov), from the principal's office at the school at New Beginnings or the YSC, or by asking a Supervisory Youth Development Representative ("SYDR") for a copy.
16. Plaintiffs' lawyers believe that the Settlement Agreement is fair, reasonable, and adequate because it requires defendants to report on some areas of the Work Plan while preserving Court jurisdiction over other areas that are critical to the health and safety of the class.
17. The lawyers for the plaintiff class are: Alan Pemberton, Laura Sim, and Jessica Sutton of the law firm Covington & Burling LLP; Jennifer Lanoff of The Public Defender Service for the District of Columbia; and Elizabeth Alexander of the Law Offices of Elizabeth Alexander. Class members do not pay any fees to these lawyers. If you have questions for the plaintiffs' lawyers, you can write to them at:

*Jerry M. Partial Settlement Inquiry*  
Attention: Jennifer Lanoff

The Public Defender Service for the District of Columbia  
633 Indiana Avenue N.W.  
Washington, D.C. 20004

## **Now that you know the key terms of the Settlement Agreement, what can you do next?**

18. If you agree with the Settlement Agreement, you do not have to do anything. However, if you want to tell the judge that you agree or why you agree, you can follow the steps below.
19. If you disagree with any part of the Settlement Agreement and you want to tell the Judge, you have to do these things:
  - You must write a letter to the judge telling him what you do not like about the Settlement Agreement. Include your name, address, and signature in the letter.
  - On the first page of your letter write in large or underlined letters: "Objections to Settlement Agreement in *Jerry M.*" (if you object to the Settlement Agreement) or "Support for Settlement Agreement in *Jerry M.*" (if you support the Settlement Agreement).
  - Mail your letter to:

The Honorable Herbert B. Dixon, Jr.

Superior Court of the District of Columbia  
500 Indiana Ave., N.W.  
Washington, D.C. 20001  
RE: *Jerry M. Settlement Agreement*

- If you want help writing your letter, you may ask someone to write on your behalf. That person must state in the letter that he or she is writing on your behalf and with your permission, and must provide your name and address, as well as his or her name, address, and signature.
  - Additionally, if you are under the age of 18, your parent, guardian or court-appointed representative may separately write a letter on your behalf. This person must state in the letter that he or she is writing on your behalf and must explain his or her relationship to you (including, if the individual is a court-appointed representative, the details of the appointment by the court). This person must also provide their name, address, and signature. These letters can be mailed to the same address provided above.
20. You must do all of this to be sure that the judge will read your letter. You must send your letter before March 30, 2015.
21. **DO NOT CALL THE COURT. THE COURT WILL NOT ACCEPT PHONE CALLS ABOUT THIS. YOU MUST SUBMIT YOUR OBJECTIONS OR SUPPORT FOR THE AGREEMENT IN WRITING.**

**When and where will the judge decide whether to approve the Settlement Agreement?**

22. A fairness hearing will be held on April 23, 2015, at 10:00 a.m. before the Honorable Judge Herbert B. Dixon, Jr., of the Superior Court for the District of Columbia. The courthouse is located at 500 Indiana Ave., N.W., Washington, D.C. 20001. The hearing will be held in courtroom 415.
23. At the fairness hearing, the judge will consider whether the settlement is fair, reasonable, and adequate. The judge will consider any objections that were made according to the procedures described above. Plaintiffs' and defendants' lawyers will be available to answer any questions that the judge may have.
24. If you would like to speak at the hearing, you must send a letter asking the judge for permission to speak. It is up to the judge to allow you to speak at the hearing. This letter must include your name, address, signature, a statement that you would like to speak at the hearing, and a statement explaining why you object to the settlement. On the first page of the letter, in large or underlined letters, you must also write: "Notice of Intention to Appear at Final Fairness Hearing – *Jerry M.*" This letter can be sent to the same address provided above. **THIS LETTER CAN BE SENT INSTEAD OF A LETTER DESCRIBED IN PARAGRAPHS 16-17.** You do not need to send two letters if you want to speak at the hearing.

25. If the judge does not approve the settlement, the Consent Decree and Work Plan will continue in effect, and the defendants may file a motion to dismiss this case. It is possible the judge would dismiss this case in full. If this case is dismissed in full, all of the Consent Decree and Work Plan will end. Defendants will no longer be obligated to follow those documents. It is also possible that the judge would grant the motion in part, retaining portions of the lawsuit. If this case is dismissed in part, parts of the Consent Decree and Work Plan will end and parts will remain in effect. It is also possible that the judge would deny the motion in full. In that case, the Consent Decree and Work Plan will remain in effect.