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*Exempt from filing fees pursuant to
Government Code section 6103.*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA, EX. REL. XAVIER**
15 **BECERRA, ATTORNEY GENERAL OF**
THE STATE OF CALIFORNIA,¹

16 Plaintiff,

17 v.

18 **LOS ANGELES COUNTY; AND LOS**
19 **ANGELES COUNTY OFFICE OF**
20 **EDUCATION,**

21 Defendants.

Case No. 21STCV01309

**[PROPOSED] ORDER GRANTING
MOTION TO ESTABLISH
RECEIVERSHIP AND YOUTH-
SERVING COMPENSATORY FUND**

Dept: 34
Judge: Peter A. Hernandez

28 ¹ The current Attorney General of the State of California is Rob Bonta.

1 Having considered the briefs, arguments of counsel, and evidence in support of and in
2 opposition to Plaintiff's motion to appoint a receiver, IT IS ORDERED that Plaintiff's motion is
3 GRANTED as follows:

4 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

5 The Court FINDS that the establishment of a receivership is necessary to effect substantial
6 compliance by Defendant the County of Los Angeles (the County) with the January 21, 2021
7 stipulated judgment in this case (the Judgment), as amended on November 13, 2023 (the First
8 Amendment) and December 11, 2024 (the Second Amendment).

9 The Court makes this finding after considering the factors that have historically guided
10 courts' discretionary determination as to whether a receivership is a necessary remedy, the first
11 two of which are typically given predominant weight: (1) whether there is a grave and immediate
12 threat or actuality of harm; (2) whether the use of less extreme measures of remediation has been
13 exhausted or proven futile; (3) whether continued insistence on compliance with the Court's order
14 would lead only to confrontation and delay; (4) whether there is a lack of leadership to turn the
15 tide within a reasonable period time; (5) whether there is bad faith; (6) whether resources are
16 being wasted; and (7) whether a receiver is likely to provide a relatively quick and efficient
17 remedy. (See, e.g., *Plata v. Brown* (N.D. Cal. Oct. 3, 2005) 2005 WL 2932253, at *23; *Dixon v.*
18 *Barry* (D.D.C. 1997) 967 F.Supp. 535, 550-551; *District of Columbia v. Jerry M.* (D.C. Ct. App.
19 1999) 738 A.2d 1206, 1213; *Judge Rotenberg Educ. Ctr. Inc. v. Comm'r of the Dep't of Mental*
20 *Retardation* (Mass. 1997) 677 N.E.2d 127, 149.) After considering these factors, the Court
21 concludes that the establishment of a receivership for the Juvenile Halls is warranted, and that no
22 lesser means will suffice to expeditiously bring about the County's substantial compliance with
23 the Judgment.

24 **ESTABLISHMENT OF RECEIVERSHIP AND APPOINTMENT OF RECEIVER**

25 The Court, in accordance with its authority under Code of Civil Procedure section 564,
26 subdivision (b)(3), HEREBY ESTABLISHES a receivership to exercise exclusive authority over
27 the administration and management of the County's Juvenile Halls, for the purpose of achieving
28 substantial compliance with the Judgment on behalf of the County.

1 “Juvenile Halls” is defined, for purposes of this Order, as including Los Padrinos Juvenile
2 Hall (LP), Barry J. Nidorf Secure Youth Treatment Facility (BJN), and any other locked detention
3 facility that operates and functions like a juvenile hall and/or that houses youth prior to court
4 adjudication or who are awaiting placement to, transition to, or transportation to, a post-
5 adjudication facility or location, or youth who are temporarily there while they await services.
6 “Juvenile Halls” excludes community care facilities as defined in Health and Safety Code section
7 1502, subdivision (a) and acute psychiatric hospitals as defined in Health and Safety Code section
8 1250, subdivision (b). Pursuant to the Court’s July 7, 2023 order, BJN is a Juvenile Hall under the
9 Judgment and for purposes of this Order regardless of whether pre-disposition youth are detained
10 there.

11 The Court HEREBY APPOINTS Michael Dempsey as Receiver for the County’s Juvenile
12 Halls. A copy of the Receiver’s curriculum vitae is attached to this order.

13 **RECEIVER’S DUTIES AND POWERS**

14 The Receiver shall be responsible and shall have all powers reasonably necessary for
15 achieving substantial compliance with the Judgment at the Juvenile Halls.

16 **I. RECEIVER’S DUTIES**

17 **A. Executive Management of Juvenile Halls**

18 The Receiver shall serve as the leader and the executive manager of the Juvenile Halls. In
19 that capacity, the Receiver shall have the duty and authority to control, oversee, supervise, and
20 direct all administrative, personnel, financial, accounting, contractual, legal, hiring, firing,
21 placement, and other operational functions of the Juvenile Halls.

22 **B. Budgeting and Accounting**

23 The Receiver shall determine, consistent with his duties, the annual budget for the Juvenile
24 Halls and implement an accounting system that meets professional standards. The Receiver’s
25 authority over the budget of the Juvenile Halls shall extend to all aspects of the County budget
26 that relate to the operation of the Juvenile Halls, even if not located within Probation’s Detention
27 Services Bureau (DSB) or Residential Treatment Services Bureau (RTSB). The Receiver shall
28

1 also have power to recommend and seek grant applications from other government or private
2 bodies to enhance the budget.

3 **C. Plan of Action**

4 Within 180 days of this Order, the Receiver shall file with the Court a detailed and
5 comprehensive Plan of Action for achieving substantial compliance at the Juvenile Halls with
6 each substantive provision of the Judgment and corresponding Detailed Plan tasks. The Plan of
7 Action shall include a timeline for achieving substantial compliance with each substantive
8 Judgment provision and Detailed Plan task. In preparation of the Plan of Action, the Receiver
9 shall meet with the Probation Chief to coordinate a seamless transition, receive input on the Plan
10 of Action, and discuss coordination going forward to effectively and efficiently achieve the goals
11 of this order.

12 If, during the course of the Receivership, the Receiver deems it necessary to modify the
13 Plan of Action, the Receiver shall promptly provide the Court with an updated Plan of Action,
14 along with an explanation of the reasons for the Receiver's updates.

15 **D. Reporting**

16 Beginning three months after the Receiver provides the Court with the Plan of Action, the
17 Receiver shall, every month, provide the Court a report on progress towards achieving substantial
18 compliance with the Judgment at the Juvenile Halls. The Receiver's reports shall describe
19 progress towards substantial compliance with each substantive Judgment provision and Detailed
20 Plan task and may be provided in the form of a chart identifying provisions and tasks in non-
21 compliance, partial compliance, and substantial compliance. Three times per year, the Receiver
22 shall provide a narrative account of progress to accompany the chart.

23 **II. RECEIVER'S POWERS**

24 **A. General Powers**

25 The Receiver shall exercise all powers vested by law or local ordinance in the County and
26 its Probation Department's DSB and RTSB with respect to all aspects of the operation,
27 administration, and management of the Juvenile Halls. The exercise of those powers by the
28 County and its Probation Department are suspended for the duration of the Receivership. The

1 Receiver shall not displace the authority of the County and its Probation Department in bureaus
2 other than the DSB and RTSB, but shall have the authority to issue binding directives to other
3 County departments and bureaus within the Probation Department—for example, concerning the
4 deployment of field staff to the Juvenile Halls, the availability of Department of Mental Health of
5 Health Care Service personnel, detention reports, diversion program implementation and
6 correction, or community placements for youth—that concern the operation, administration, and
7 management of the Juvenile Halls.

8 **B. Personnel**

9 The Receiver shall have the power to hire, fire, suspend, supervise, promote, transfer,
10 discipline, investigate, and take all other personnel actions regarding County employees or
11 contractors who perform services at or related to the Juvenile Halls. The Receiver shall have the
12 power to establish personnel policies and to create, recruit, fill, abolish, or transfer positions
13 within the Probation Department to ensure compliance at the Juvenile Halls. The Receiver shall
14 also have the power to negotiate new contracts or renegotiate existing contracts, including
15 contracts with labor unions, if the Receiver deems doing so necessary to discharging his duties
16 under this Order. The Receiver shall have the ability to assign and deploy staff to maintain
17 staffing levels as the Receiver sees fit, including planned and emergency deployment of all
18 Probation staff.

19 **C. Deputy Receiver**

20 The Receiver shall be assisted in the discharge of his duties by a Deputy Receiver, whom
21 the Receiver shall have the exclusive authority to appoint and remove. The Receiver shall be
22 permitted to delegate to the Deputy Receiver any and all authority vested in the Receiver under
23 this Order.

24 **D. Property**

25 The Receiver shall have the power to access, acquire, utilize, dispose of, modernize, repair,
26 replace, construct, demolish, remodel, and lease property, equipment, supplies, and other tangible
27 goods as is necessary to discharge his duties under this Order. The Receiver shall also have the
28 power to negotiate new contracts or renegotiate existing contracts for acquisition, replacement,

1 construction, and remodel of property, equipment, supplies, and other tangible goods, including
2 contracting with non-County mandated suppliers as is necessary to discharge his duties under this
3 Order.

4 **E. Services**

5 The Receiver shall have the power to procure services as is necessary to discharge his
6 duties under this Order. The Receiver shall also have the power to negotiate new contracts or
7 renegotiate or terminate existing contracts for services, including contracts with non-County
8 mandated service suppliers and contracts with labor unions.

9 **F. Governing State Laws, Regulations, and Contracts**

10 The Receiver shall make all reasonable efforts to exercise his powers under this Order in a
11 manner consistent with California laws and regulations, and all existing contracts related to the
12 Juvenile Halls. However, the Receiver may petition the Court to waive a law, regulation, or
13 contractual obligation if the Receiver determines that: (1) a state law or regulation, or a contract
14 related to the Juvenile Halls is preventing the Receiver from discharging his duties under this
15 Order; (2) as a result of the Receiver's inability to fully discharge his duties, the constitutional
16 rights of youth in the Juvenile Halls have been violated or are at imminent risk of being violated;
17 and (3) no reasonable adequate alternative to waiving the law, regulation, or contractual
18 obligation at issue exists. Upon the receipt of such a request from the Receiver, the Court will
19 request briefing from the parties as to whether the Court should grant the request.

20 **G. Access**

21 The Receiver and their staff shall have unlimited access to all records and files maintained
22 by the County regardless of medium, including but not limited to all video and electronic records,
23 institutional, personnel, financial, and youth records, as the Receiver deems necessary to
24 discharge his duties under this Order.

25 The Receiver and their staff shall have unlimited access to all Juvenile Halls, including for
26 purposes of making unannounced visits.

1 The Receiver and their staff shall have unlimited access to youth detained at the Juvenile
2 Halls as well as to managerial and line staff, including the authority to conduct confidential
3 interviews with youth and staff.

4 **H. Immunity and Indemnification**

5 The Receiver and their staff are officers of this Court and shall enjoy the same immunities
6 as this Court.

7 The County shall indemnify the Receiver and their staff to the same extent that they are
8 obligated to indemnify analogous County employees.

9 **ESTABLISHMENT OF OFFICE OF RECEIVER**

10 The Receiver shall establish an Office of the Receiver, with staffing necessary to discharge
11 the Receiver's duties under this Order. The Receiver shall be authorized to enter into contracts
12 with and set reasonable compensation and terms of service for his staff, including independent
13 legal counsel, which may consist of both employees and consultants.

14 Within 30 days of this Order, the Receiver shall establish an interest-bearing account for
15 which he shall be signatory and fiduciary, and which shall be designated as the Receiver's Office
16 Fund Account and shall be maintained for expenses incurred in the course of operating the Office
17 of the Receiver.

18 Throughout the Receivership, the Receiver shall submit to the Court a quarterly accounting
19 of all receipts and expenditures of the Office of the Receiver and shall arrange for an annual
20 independent financial audit of the Receiver's Office Fund Account.

21 Within 90 days of this Order, the Receiver shall create and provide to the Court a budget for
22 the Office of the Receiver's first year of operation. For each subsequent year of operation, the
23 Receiver shall similarly provide a budget to the Court for entry on the public docket 90 days in
24 advance of each budget year.

25 **RECEIVER'S COMPENSATION**

26 The Receiver and Deputy Receiver shall be paid a reasonable compensation for their
27 services. The Receiver shall propose for the Court's approval base rates of compensation for both
28 the Receiver and Deputy Receiver. While the Receivership remains in effect, the Receiver and

1 Deputy Receiver's annual compensation shall be paid at the Court-set base rate. If, within three
2 years of this Order, the Court grants a petition by the Receiver to dissolve the Receivership as set
3 forth below, the Receiver and Deputy Receiver shall both receive, in addition to their regular
4 compensation, a performance-based bonus as follows:

- 5 • Dissolution during year 1: .75x Base Rate
- 6 • Dissolution during year 2: .5x Base Rate
- 7 • Dissolution during year 3: .25x Base Rate

8 **COSTS**

9 The County shall be responsible for all costs incurred in the implementation of the policies,
10 plans, and decisions of the Receiver related to the discharge of their duties under this order. The
11 County shall likewise be responsible for all costs related to the establishment and maintenance of
12 the Office of the Receiver, including compensation for the Receiver and their staff.

13 Within 45 days of this Order, the County shall deposit \$500,000 in the Receiver's Office
14 Fund Account. Thereafter, it shall be the County's duty to replenish the Receiver's Office Fund
15 Account as necessary in accordance with the annual budgets that the Receiver shall provide the
16 Court.

17 **COOPERATION**

18 The County and its employees and agents shall fully cooperate with the Receiver in the
19 discharge of their duties under this Order, shall promptly respond to all inquiries and requests by
20 the Receiver or the Attorney General related to the County's compliance with the Judgment and
21 the Court's orders in this case, and the Board of Supervisors shall provide sufficient funding for
22 the operation of such facilities and any construction, renovation, or demolition and reconstruction
23 of such facilities to ensure a small, homelike environment to provide a care-first model that
24 includes evidence-based practices and a youth development, education, and mental health-
25 focused approach to rehabilitation and which has a range of security levels to house and step-
26 down youth. Any person who intentionally attempts to obstruct or delay the Receiver's discharge
27 of their duties under this Order shall be subject to contempt proceedings in this Court. If the
28 Receiver determines that the County is engaging in activities to thwart, undermine, or otherwise

1 not cooperate with the Receiver to bring the Juvenile Halls into timely compliance, the Receiver
2 shall promptly bring these matters to the attention of the Court and request appropriate relief.

3 The County shall ensure that the Board of State and Community Corrections (BSCC), Los
4 Angeles County Office of Education, Probation Department, Department of Mental Health, and
5 Juvenile Court Health Services, as well as all Juvenile Hall personnel are notified of this Order.

6 **TERMINATION OF RECEIVERSHIP**

7 The Receivership shall maintain in place until dissolved by further order of the Court, in
8 response to a petition for dissolution brought by either the Receiver or the Attorney General,
9 pursuant to the procedures set forth in this section.

10 **I. PETITION FOR DISSOLUTION BY RECEIVER**

11 The Receiver shall petition the Court to dissolve the Receivership only once the following
12 three conditions are met: (a) the Receiver determines that all of the County's Juvenile Halls have
13 been in "substantial compliance," as that term is defined in Judgment paragraph 8(z), with all of
14 the Judgment's substantive provisions for twelve consecutive months; (b) the Receiver
15 determines that the County has the capacity and leadership necessary to sustain substantial
16 compliance with the Judgment in the absence of the Receiver's leadership and authority; and (c)
17 the Receiver approves a plan for the post-receivership governance and operation of the Juvenile
18 Halls, which the Receiver shall prepare in cooperation with the County. The parties shall have
19 fourteen calendar days from the filing of the Receiver's petition to dissolve the Receivership to
20 file any objections thereto. The Court shall review the Receiver's determination as to the
21 propriety of dissolving the Receivership for abuse of discretion.

22 **II. PETITION FOR DISSOLUTION BY ATTORNEY GENERAL**

23 The Attorney General may petition the Court to dissolve the Receivership after: (a)
24 providing notice in writing to the Receiver and the County; (b) obtaining written input from the
25 Receiver; and (c) receiving a plan for the post-receivership governance and operation of the
26 Juvenile Halls, which the Receiver shall prepare in cooperation with the County within 45 days of
27 receiving notice of the Attorney General's intention to petition for the dissolution of the
28 Receivership.

1 A petition for dissolution of the Receivership by the Attorney General shall be deemed
2 granted upon its filing. Upon dissolving the Receivership, the Court shall enter a further order
3 requiring the County to implement the post-receivership governance and operation plan described
4 in this section.

5 **SUSPENSION OF JUDGMENT PROVISIONS**

6 While the Receivership is in place, paragraphs 35-39 of the Judgment and any amendments
7 thereto, pertaining to the Judgment's independent monitor and subject matter experts are
8 suspended. Paragraphs 40 – 42 remain in effect with respect to the Los Angeles County Office of
9 Education and the Education Subject Matter Expert. All of the Judgment's remaining provisions,
10 including those related to the Attorney General's access to the Juvenile Halls and documents,
11 remain in effect during the Receivership.

12 The Judgment, including paragraphs 35-39 and amendments thereto, related to monitoring,
13 the independent monitor, and subject matter experts, shall remain in effect following the
14 termination of the Receivership. Upon the termination of the Receivership, the Court will amend
15 the Judgment so to allow for monitoring of the County's post-receivership compliance with the
16 Judgment for a minimum term of three years. If after that three-year period, the County is not in
17 substantial compliance with any substantive Judgment provisions, the Attorney General may
18 petition for the Court to extend the Judgment with respect to those provisions.

19 **MODIFICATION OF ORDER**

20 The Receiver or the parties to this action may petition the Court to modify this Order in
21 furtherance of justice and the Receiver's ability to discharge their duties under this Order.

22 **SUBSTITUTION OF RECEIVER**

23 If the Receiver requests to be relieved of their duties or is otherwise unable to perform their
24 duties under this order, after consultation with the County, the Attorney General shall, within 30
25 days, propose a new Receiver for the Court to approve.

26 The Attorney General may petition the Court to remove the Receiver. The Receiver's
27 removal shall be effective upon the filing of such a petition. Upon the Receiver's removal, after
28

1 consultation with the County, the Attorney General shall, within 30 days, propose a new Receiver
2 for the Court to approve.

3 The Deputy Receiver shall serve as Acting Receiver during any period of time between the
4 Receiver's resignation or removal and the appointment of a new Receiver.

5 **FURTHER ORDER REGARDING YOUTH-SERVING COMPENSATORY FUND**

6 The Court grants the Attorney General's motion to establish a youth-serving compensatory
7 fund as follows:

8 Between December 2023 and May 2025, the Monitor has found the County noncompliant
9 with the following provisions of the First and Second Amendments for the number of months
10 specified below.

11 First Amendment (December 2023 – November 2024)

- 12 • Paragraph 5 (Contract for Private Medical Transportation)
 - 13 ○ 13 months at both LP and BJN
- 14 • Paragraph 6 (Joint Medical Transportation Plan)
 - 15 ○ 11 months at LP
 - 16 ○ 9 months at BJN
- 17 • Paragraph 7 (Cold Water Shower Installation – OC Spray)
 - 18 ○ 12 months at LP
- 19 • Paragraph 8 (Cold Water Shower Alternatives – OC Spray)
 - 20 ○ 8 months at LP
- 21 • Paragraph 10 (Use of Force –Written Plans for Timely Review of Use of Force and
22 Experts)
 - 23 ○ 7 months at LP
- 24 • Paragraph 11 (Use of Force – Timely Review of Use of Force Incidents)
 - 25 ○ 10 months at LP
 - 26 ○ 1 month at BJN
- 27 • Paragraph 13 (Implementation of a Technology and Data Management System)
 - 28 ○ 9 months at both LP and BJN

- Paragraph 14 (Data Management System Policy)
 - 18 months at both LP and BJN
- Paragraphs 15 (Technology and Data Management – Audits)
 - 12 months at LP and BJN
- Paragraphs 17 (CARE De-Escalation Team)
 - 9 months at LP
 - 2 months at BJN
- Paragraph 19 (CARE De-Escalation Team – Tracking Form)
 - 3 months at LP
- Paragraph 20 (CARE De-Escalation and YES Holistic Youth Support Team – Implementation)
 - 16 months at both LP and BJN

Second Amendment (December 2024 to May 2025)

- Paragraphs 16 (Technology and Data Management – Adoption of Data System)
 - 6 months at both LP and BJN
- Paragraph 18 (Use of Force/Youth Safety – Policies)
 - 6 months at both LP and BJN
- Paragraph 20 (Use of Force/Youth Safety – CCTV Review Protocol)
 - 4 months at both LP and BJN
- Paragraph 22(a) (Use of Force/Youth Safety – Onsite Ombudsman Training)
 - 6 months at both LP and BJN
- Paragraph 22(b) (Use of Force/Youth Safety – Probation Director)
 - 6 months at both LP and BJN
- Paragraph 23 (Use of Force/Youth Safety – Searches Policy)
 - 3 months at both LP and BJN
- Paragraph 24 (Use of Force/Youth Safety – Juvenile Corrections Officers Core Training)
 - 6 months at both LP and BJN
- Paragraph 27 (Use of Force/Youth Safety – Timely Review of Incidents)

- 1 ○ 5 months at LP
- 2 ○ 6 months at BJN
- 3 • Paragraph 30 (Use of Force/Youth Safety – Enhanced Crisis Intervention Team Plan)
- 4 ○ 6 months at both LP and BJN
- 5 • Paragraph 32 (Joint Medical Transport Plan)
- 6 ○ 6 months at both LP and BJN

7 The Court, noting that the Monitor has afforded the County the opportunity to rebut these
8 findings and the rationale underlying them prior to finalizing each monitoring report, adopts the
9 Monitor’s reasons for these findings of noncompliance, and FINDS that the County has violated
10 these provisions. The Court further FINDS that these violations of the Judgment, as amended,
11 have inflicted significant harms on youth at the Juvenile Halls. The Court, therefore, in an
12 exercise of its inherent equitable authority, ORDERS the County to establish and deposit
13 \$500,000 into an interest-bearing account that shall serve as a youth-serving compensatory fund.
14 The Court FURTHER ORDERS that the Receiver, as an officer of the Court, shall have the
15 discretion to determine how these funds shall be disbursed to repair the injuries suffered by youth
16 at the Juvenile Halls as a result of the County’s noncompliance with the Judgment.

17
18 IT IS SO ORDERED.

19
20 DATED:

JUDGE OF THE SUPERIOR COURT

Michael P. Dempsey

Objective

Working to improve conditions of confinement, reducing incidents of violence, strengthening staff and youth wellness to improve long-term outcomes for youth and families involved in the Child welfare and Juvenile Justice field.

Experience

Executive Director www.cjja.net

10/2016 - Present Council of Juvenile Correctional Administrators (CJCA)

The Council of Juvenile Correctional Administrators (CJCA) is a national non-profit organization, formed in 1994 to improve local juvenile correctional services, programs and practices so the youths within the systems succeed when they return to the community and to provide national leadership and leadership development for the individuals responsible for the systems. CJCA represents the youth correctional CEOs in 50 states, Puerto Rico and major metropolitan counties.

Serving as the Executive Director since 2016 working towards systemic growth of the organization focusing on diversifying revenue streams, infrastructure, and partnerships both nationally and internationally. CJJA is committed to improving the conditions of confinement, reducing incidents of violence, and improving long-term outcomes for youth and improving staff wellness.

Juvenile Justice Consultant

Monitor/Subject Matter Expert

January 2021 - Present

LOS ANGELES, CALIFORNIA

Lead Monitor and Subject Matter Expert on conditions of confinement in the litigation of *The People of the State of California, ex. Rel. Xavier Becerra v. County of Los Angeles and Los Angeles County Office of Education*, 21STCV01309 to assess compliance with the Settlement Agreement. Conduct quarterly site visits and prepare monthly and quarterly reports to the Parties. Provide technical assistance on the implementation of evidence-based practices. Provide assistance in developing strategic plans to improve conditions of confinement for youth.

Subject Matter Expert (SME)

September 2018 - Present

IRMA, WISCONSIN

Assist the lead Monitor as a Subject Matter Expert on conditions of confinement in the litigation of *J.J. et. al. v. Litscher*, 17-CV-47 to assess compliance with the Settlement Agreement. Conduct quarterly site visits and prepare quarterly reports to the Court. Provide technical assistance on the implementation of evidence-based practices. Provide assistance in

developing strategic plans to improve conditions of confinement for youth.

Monitor/Subject Matter Expert

November 2024 - Present

Manson Youth Institute, DOC, CT

Lead Monitor and Subject Matter Expert on conditions of confinement in the Settlement Agreement between the United States, Department of Justice, Civil Rights Division, and the State of Connecticut, Department of Corrections. Monitor and assess compliance with all provisions of the Settlement Agreement. Conduct quarterly site visits and prepare monthly and quarterly reports to the Parties. Provide technical assistance on the implementation of evidence-based practices. Provide technical assistance in developing strategic plans to improve conditions of confinement for youth.

Monitor/Subject Matter Expert

September 2019 - September 2022

Kern County, CALIFORNIA

Lead Monitor and Subject Matter Expert on conditions of confinement in the litigation of *T.G. et al. v. Kern County et al.* CLASS ACTION COMPLAINT 1, Case 1:18-at-00121 to assess compliance with the Class Action Complaint and Settlement Agreement. Conduct quarterly site visits and prepare monthly and quarterly reports to the Parties. Provide technical assistance on the implementation of evidence-based practices. Provide assistance in developing strategic plans to improve conditions of confinement for youth.

President/Chief Operating Officer

9/2014 – 10/2016

Youth Opportunity Investments, LLC

Carmel, IN

Youth Opportunity Investments, LLC is committed to improving the conditions of confinement for youth entrusted to care in detention, residential and correctional facilities through specialized programs focusing on "front end" solutions avoiding unnecessary "deep end" consequences while improving outcomes for youth and their families involved in the juvenile justice system. YOI is committed to "purposeful" care that can impact the outcome of the adjudication process and ensures youth are in the right place, for the right reasons, with access to the right services for the right length of time.

Executive Director, Division of Youth Services

5/2009 – 9/2014

Indiana Department of Correction

Indianapolis, IN

This is an Executive Director, Department level position overseeing all functions and operations of the Division of Youth Service, including all (6) of the secure IDOC Juvenile Correctional Facilities, operations, treatment programs, services, and re-entry/placements for all adjudicated juvenile delinquents sentenced to the Indiana Department of Correction.

Superintendent

6/2006 – 5/2009

Pendleton Juvenile Correct. Facility

Pendleton, IN

11/2003–6/2006

KS Juvenile Correctional Complex

Topeka, KS

Professional Organizations

Board of Directors – Council of Juvenile Correctional Administrators (CJCA)

President – Performance-based Standards Learning Institute (PbS Li)

Board of Governors – American Correctional Association (ACA)

Auditor – American Correctional Association

Compliance Monitor – Federal ICE Detention Standards

Other Experience

Missouri Department of Corrections:

Associate/Assistant Superintendent

1998–2003 Northeast Correctional Center Bowling Green, MO

Corrections Supervisor II (Major – Chief of Custody & Security)

1991–1998 St. Louis Community Release Center St. Louis, MO

Investigator/Training Officer

1990–1991 St. Louis Community Release Center St. Louis, MO

Assistant Investigator

1988–1990 Missouri Eastern Correctional Center Pacific, MO

Corrections Officer I/II

1985–1988 Missouri State Penitentiary Jefferson City, MO

Education

1997 – 2000 **Central Methodist University** Fayette, MO

- B.S. in Public Administration and Criminal Justice, minor in Psychology.
- Graduated Magna Cum Laude.

1993 – 1997 **East Central College** Union, MO

- A.A. in Criminal Justice

Professional Training

- Criminal Law and Procedures
- Juvenile Procedures (National Institute of Corrections)
- Emergency Management Issues and Techniques
- Labor Relations
- Challenges at the Heart of the Organization
- Managing the Workforce