

The Central District of California's Conviction And Sentence Alternatives ("CASA") Program

Overview

In late 2011 and early 2012, in the Central District of California, the District Court, Pretrial Services Agency ("PSA"), United States Attorney's Office ("USAO"), and Federal Public Defender ("FPD") worked together to create a two-track post-plea diversion program, known as the Conviction and Sentence Alternatives ("CASA") program. Program participants, who must volunteer for the program, are drawn from those charged by the USAO with felony violations of federal criminal statutes. The program is a "no-entry" diversion program, meaning that successful participants are diverted from and do not enter custody. The program began operations in June 2012 as a 24-month pilot. Since completion of the pilot period, it has been adopted by the court as a permanent program.

Selection of participants is made by consensus of the entire program team, comprised of a judge, PSA officer, AUSA, and DFPD, all specifically assigned to the CASA program, with guidance from at least one treatment provider representative. Selection criteria are deliberately flexible, providing the team with discretion to select candidates it determines best suited to the program. Track one of the program is for candidates with minimal criminal histories whose criminal conduct appears to be an aberration that could appropriately be addressed by supervision with terms that may include restorative penalties such as restitution and community service and, where appropriate, programs intended to address any contributing causes for the aberrational conduct, including, for example, substance abuse, mental health, or other behavioral issues. Examples of potential track one participants include those charged with relatively minor benefit, credit card, or identity fraud offenses; relatively minor mail thefts; or other fraud and narcotics offenses in which the defendant played a minor role. Track two of the program is for defendants with either minimal or more serious criminal histories whose criminal conduct appears primarily motivated by substance abuse or similar issues. Supervision in these cases includes intensive treatment under court supervision. Examples of eligible defendants are those charged with non-violent bank robberies, mail theft, or credit card fraud, who are believed to have committed those crimes to obtain money to feed an underlying substance abuse habit.

Once a defendant is selected to participate in the program, the defendant enters a plea under Rule 11(c)(1)(C) before the CASA program judge. For both track one and track two defendants, this judge holds regular post-plea sessions in open court to assess program participants' progress on supervision. These court sessions, generally consisting of open, informal discussion with the entire group of attending participants, are focal points for the ongoing supervision undertaken by PSA and are attended and supported by the entire program team. Incentives and encouragement are provided, and sanctions are imposed by the entire program team at these court sessions, with discussion before the entire group of participants.

Participation in the CASA program is typically for a period of 12-24 months, with periodically decreasing levels of supervision intended to test participants' ability to function once supervision is removed. Successful completion of the program is determined by the CASA team as a whole, and generally requires, for those with substance abuse issues, at least six months of demonstrated continuous sobriety. Successful completion in track one results in a dismissal of the charge, while

successful completion in track two results in a non-custodial sentence. Unsuccessful termination from the CASA program results in sentencing by the CASA program judge on the offenses to which the participant originally entered guilty pleas.

The CASA program currently operates in four courtrooms located in each of the Central District of California's three divisions. Two judges in Los Angeles oversee approximately 15-20 program participants each, while one judge in Riverside and one judge in Santa Ana oversee approximately 10 program participants each. Since the program began operations in June 2012, 126 defendants have participated in the program. Of these, 9 (7%) have been terminated, 75 (60%) have graduated, and 42 (33%) remain active participants in the program.

PSA has assumed responsibility for tracking results of the CASA program. It has maintained data on both CASA participants and on a control group of PSA supervisees not selected for the CASA program. PSA is currently contracting with an academic to prepare an evaluation of the CASA program that is expected to include a needs assessment, process evaluation, outcome/impact evaluation, and cost efficiency evaluation.

Discussion

A. CASA Program Participant Eligibility and Selection

The structure and operation of the CASA program is governed by an Interagency Agreement executed by the District Court, PSA, USAO, and FPD. (A copy of the Interagency Agreement is attached as Exhibit 1.) Eligibility and selection of participants is governed by paragraphs 4, 6, and 7 of the Interagency Agreement. There are no fixed criteria for participation in the program, other than that participants must be charged with a felony offense and be individuals "whose criminal conduct is believed to be motivated by substance abuse issues or other underlying causes that appear amenable to treatment through programs available as part of the CASA program." This lack of fixed criteria was intended to provide the CASA team with flexibility to select for participation individuals deemed by the entire team to be best suited to the program.

Referrals of participants for consideration for the program can be, and routinely are, made by a number of sources, including defense attorneys, PSA officers, and prosecutors. Once referred, participants are reviewed by the CASA team as a whole. Typically, this occurs at regular meetings where participants are discussed among the CASA team members. All members of the team, judge, PSA officer, AUSA, and DFPD, must agree for a participant to be accepted into the program. Based on input from the USAO and resulting agreement among the CASA team members, participants in the program generally fall within one of the two tracks identified above. In addition, generally excluded from the CASA program are defendants (a) subject to removal by immigration authorities; (b) involved in child exploitation offenses, including possession or distribution of child pornography; or (c) with more than minor involvement in large scale fraud or narcotics distribution or specific acts of violence. These general guidelines for selection of CASA program participants were included in a CASA program summary that was widely circulated within the Central District of California to advise attorneys about

the CASA program and solicit referrals of CASA program candidates. (A copy of the CASA Program Summary as of May 24, 2012 is attached as Exhibit 2.)

Defendants approved for participation by the CASA program team must also be approved for participation by the District Court Judge originally assigned that defendant's criminal case. Once this approval is obtained, the CASA judge appoints the FPD to represent the participant for purposes of the CASA program, including advising the participant with respect to the documents the participant must sign to participate in the program. These documents include a contract confirming the participant's voluntary agreement to enter the program and understanding of the terms of the program, and a waiver of confidentiality regarding treatment program information to enable all members of the CASA team access to that information. (A form CASA Program Contract is Exhibit 3 to the Interagency Agreement; a form waiver of confidentiality regarding treatment program information is Exhibit 4 to the Interagency Agreement.)

Once a participant agrees to enter the CASA program, the participant's case is transferred to the CASA program judge, and the participant enters a guilty plea pursuant to a Rule 11(c)(1)(C) plea agreement that binds the CASA judge, upon successful participation of the program, to accord the benefits set forth in the plea agreement, that is, generally, dismissal for track one participants, and a non-custodial sentence for track two participants. Once the guilty plea is entered, the CASA program judge accepts responsibility for all further proceedings in the case, preparation of a presentence report is suspended, and the defendant begins participation in the supervision, treatment, and group sessions that form the core of the CASA program.

B. CASA Program Proceedings

Once a participant is part of the CASA program, PSA oversees supervision and makes appropriate referrals for treatment. PSA works with participants to set goals, which are then discussed at an early CASA program appearance.

All participants appear at least monthly before the CASA judge. Prior to appearances, PSA provides a progress report that discusses the participant's performance on supervision and in treatment. These reports are discussed among the CASA team members in a pre-meeting at which consensus is reached as to actions to be taken at the CASA program appearance.

CASA program appearances are conducted in open court in a manner intended to encourage open, informal discussion among the CASA team and CASA program participants. Typically, CASA team members, including the CASA program judge, sit together with the CASA program participants. One CASA team member, which may or may not be the CASA program judge, is tasked on a rotating basis with leading the meeting, including discussion with each CASA participant regarding that participant's progress, and implementation of the actions agreed on by the team at the pre-meeting. All of the CASA team members participate in the discussion, and it is made clear that any incentives and/or sanctions are being imposed by the team as a whole. Other CASA participants also participate in the discussion, with the goal of providing participants with comments from their peers in addition to those

from the CASA team. In practice, other CASA participants often provide the harshest rejection of excuses offered by individual participants for their failures and relapses.

The CASA team operates on the assumption that there will be failures and relapses, particularly in the earlier stages of participation. Efforts are made to deal with these constructively, with discussion intended to encourage self-recognition of the underlying causes, acceptance and understanding of the sanctions imposed, and understanding that repeated failures and relapses will result in graduated sanctions up to and potentially including termination from the program. Such sanctions include verbal reprimands delivered in front of other CASA program participants, written assignments, increases in treatment and reporting requirements, community service, home confinement with GPS monitoring, and short periods of incarceration (up to 7 days).

Throughout CASA program appearances, emphasis is placed on participants being completely honest and forthright with the CASA team, with sanctions being significantly increased for efforts to lie about or conceal failures or relapses. Other program participants play an integral role in emphasizing the need for truthfulness, often providing examples of their own failures and relapses, their own efforts to lie about and fabricate excuses for these failures and relapses, and what has and has not worked for them in trying to come to grips with and address them.

C. Completion of the CASA Program and Graduation

There is no set time for participants to complete the CASA program. Some participants move quickly through the program without significant relapses and complete the program in 12 months. Others suffer setbacks or have more difficulty and need the maximum of 24 months. Ultimately, the CASA team determines when a participant has demonstrated compliance with supervision and any treatment programs sufficient to successfully complete the program, subject to the general baseline that for participants with substance abuse issues, this must include at least six months of demonstrated continuous sobriety.

Once the CASA team determines that a participant has successfully completed the program, that participant is scheduled for a graduation ceremony that will represent the final, regularly-scheduled CASA program appearance. Graduations are conducted as celebrations, often complete with caps and gowns, with family members, sponsors, and friends invited to participate along with CASA team members, and other members of their respective agencies. For many CASA program participants, this is the first time they have participated in such a graduation ceremony. The ceremony includes comments from CASA team members and/or the heads of the CASA agencies, as well as comments from the graduating participants about what the CASA program has meant to them. At the conclusion of the ceremony, the CASA program judge presents the graduates with a graduation certificate.

The importance of the CASA program is demonstrated by remarks made by then United States Attorney (now District Judge) André Birotte Jr. at an August 2013 CASA program graduation:

People ask me all the time why I think this program and these graduates are so important – and I have given that question a lot of thought – and I will tell you why; this program and today's

graduates prove valid our belief that people, even those who have committed crimes, can change for the better, and that given a little help they can break the vicious cycle of recidivism and failure that we see all too often in our criminal justice system.

Before the creation of the CASA program, most of you graduating today would have ended up serving time in federal prison. Two of you would have faced mandatory minimum sentences of five and ten years.

Instead, you met weekly with Judge Pregerson and the CASA team, were supervised constantly by the Pretrial Services Agency, and were given the opportunity to demonstrate your commitment to putting your criminal activity behind you and living law-abiding lives in the years to come.

You have done this. You have worked on improving your own lives and those of your families. You have gotten jobs, earned promotions, pursued education, and addressed substance abuse issues. You have done this while obeying all the conditions the CASA Program imposed. And you have done this while also paying back society for your crimes. You have done community service when not working full time. And all of you who caused financial losses have begun and will continue making restitution payments to the extent you can.

* * *

Changing and transforming your lives is no easy task – for anyone – and it is not something that can be accomplished overnight – by anyone – permanent change takes hard work and dedication and perseverance.

I know that all of the graduates have demonstrated each of those qualities while in the CASA program. Now the challenge will be to continue to demonstrate those qualities as you move beyond the CASA program.

I have no doubt that you will do this. And that you will continue to serve as examples of the good that programs like this can accomplish.

Conclusion

The CASA program provides an otherwise absent mechanism for diverting from the custodial system defendants whose crimes merit federal charges but are viewed as deserving an opportunity to prove that despite those crimes they can, with intensive supervision, appropriate treatment, and hard work, turn their lives around. We believe the program is a success. While that belief is currently based on observations, as opposed to statistical evaluation, those observations incorporate the intensive knowledge of individual participants gained from regularly working with them over a 12-24 month period. The CASA team members believe that the individual transformations they have observed in graduating participants are real and that the currently planned academic evaluation of the program will bear this out.

EXHIBIT 1
INTERAGENCY AGREEMENT

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

INTERAGENCY AGREEMENT

CONVICTION AND SENTENCE ALTERNATIVES (“CASA”) PROGRAM
FOR OVERSIGHT OF POST-GUILTY PLEA DIVERSION

1. *Parties:* The parties to this interagency agreement are the following federal agencies for the Central District of California: United States District Court (“the Court”), United States Pretrial Services (“Pretrial Services”), United States Attorney’s Office (“USAO”), and Federal Public Defender’s Office (“FPD”), all of whom by executing this agreement have committed to providing to selected individuals who agree to Post-Guilty Plea Diversion (“PGP Diversion”), a Conviction And Sentence Alternatives (“CASA”) program that will offer a creative blend of treatment, sanction alternatives, and incentives to effectively address offender behavior, rehabilitation, and the safety of the community.

2. *Agreement Regarding Underlying Principles:* The National Association of Drug Court Professionals has identified the following ten key components for successful programs, such as drug reentry programs, that provide alternatives to a standard conviction and sentence. The parties agree that these key components are essential and will be incorporated as principles underlying their participation in implementing the CASA program:

- A. For those participants with substance abuse issues, the program integrates alcohol and drug treatment services with justice system case processing.
- B. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
- C. Eligible participants are identified early and promptly placed in the program.
- D. For those participants with substance abuse issues, the program provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- E. For those participants with substance abuse issues, abstinence is monitored by frequent alcohol and drug testing.
- F. A coordinated strategy governs the program’s responses to participants' compliance and non-compliance.
- G. Ongoing judicial interaction with each program participant is essential.
- H. Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

- I. Continuing interdisciplinary education promotes effective program planning, implementation, and operations.
- J. Forging partnerships among the program's agency participants, other public agencies, and community-based organizations generates local support and enhances the program's effectiveness.

3. *CASA Program Overview:* The CASA program will be voluntary for its Participants, who, before beginning participation in the program will be required to: (a) enter into a CASA Program Contract pursuant to which they agree to participate in the program and abide by the governing terms of the program as set forth in the CASA Program Contract; and (b) enter a guilty plea to one or more counts pursuant to a plea agreement that specifies the benefits to be received upon successful completion of the CASA program. Successful Participants will be involved in the CASA program for at least 12 months, though the term of involvement may be extended as necessary to a maximum of no more than 24 months. During their time in the CASA program, Participants will engage in a variety of programs to address underlying causes of their criminal conduct, and will attend regularly scheduled CASA program proceedings that will include reports on their progress in the program. Participants with substance abuse issues will also engage in varying levels and modalities of treatment to address those issues. Failure to abide by the mandates of the CASA program may result in a Participant being terminated from the program and sentenced without receiving the benefits for successful completion of the CASA program specified in the Participant's plea agreement.

4. *Participants:* Participants in the CASA program must be individuals who have been charged in the Central District of California, in a charging instrument presented by the USAO, with a federal crime or crimes carrying a maximum sentence that exceeds one year in prison. Participants will be individuals whose criminal conduct is believed to be motivated by substance abuse issues or other underlying causes that appear amenable to treatment through programs available as part of the CASA program. Participants will be identified and selected using the methods described in paragraphs 6 and 7 below.

5. *Control Group:* In addition to identified active Participants in the CASA program, a group of additional supervisees may be identified by Pretrial Services as the CASA program Control Group. The members of the Control Group will be tracked by Pretrial Services over at least a two-year period. Data regarding the Control Group will be maintained by the Chief Pretrial Services Officer and/or designated delegees who are not responsible for supervision of any member of the Control Group. The data collected on the Control Group will be used to offer a comparison between the success rates of Participants in the CASA program and those who are convicted and sentenced through ordinary procedures. Members of the Control Group who after the two-year tracking period satisfy the criteria for participation in the Central District of California's STAR program (a program available to selected defendants serving a term of supervision as part of their sentence) will be given priority for participation in the STAR Program.

6. *Criteria for Participation in the CASA Program:* To be eligible to participate in the CASA program Participants must (1) be charged in the Central District of California in a charging instrument presented by the USAO with a federal crime or crimes carrying a maximum sentence that exceeds one year in prison; (2) have engaged in criminal conduct that appears motivated by substance abuse issues or other underlying causes that appear amenable to treatment through programs available as part of the CASA program; and (3) have been approved for participation in the CASA program by the CASA Program Team and the district court judge before whom the criminal charges against the Participant were originally pending (the “Originating District Judge”). Pretrial Services will screen all potential Participants to identify possible substance abuse issues.

7. *Selection of Participants:* CASA program Participants will be selected as follows:

(a) Initial identification of prospective Participants will be done by Pretrial Services, the USAO, and the attorney representing the prospective Participant. If both the USAO and the prospective Participant’s attorney agree, a prospective Participant may be referred to the CASA Program Team for possible selection as a CASA Program Participant.

(b) Initial selection of prospective Participants referred by the USAO and the prospective Participant’s attorney will be done by the CASA Program Team, which will consist of the CASA Program Judicial Officer, Pretrial Services Officer, Deputy Federal Public Defender, and Assistant United States Attorney, or their designated substitutes.

(c) Once the CASA Program Team has selected a prospective Participant, the attorney representing the prospective Participant will be approached to obtain a speedy trial waiver for the time necessary for the prospective Participant to complete all steps necessary to be accepted as a CASA program Participant. Once a speedy trial waiver is obtained, the CASA Program Team, through correspondence from the CASA Program Pretrial Services Officer that attaches the speedy trial waiver, will seek from the Originating District Judge approval of a referral of the prospective Participant’s case to the CASA Program Judicial Officer. A form for the letter and accompanying speedy trial waiver to be sent requesting a referral is attached as **Exhibit 1A**. If the Originating District Judge approves the referral, the Originating District Judge will execute an order referring the prospective Participant’s case to the CASA Program Judicial Officer for all purposes, contingent on the prospective Participant being selected as a CASA program Participant. The referral order will contain speedy trial findings. A form for the referral order is attached as **Exhibit 1B**.

(d) Once a prospective Participant’s case has been referred, the CASA Program Judicial Officer will appoint the Federal Public Defender’s Office to represent the prospective Participant for purposes of the CASA program, including advising the prospective Participant and the prospective Participant’s attorney with respect to the decision whether to consent to participating in the CASA program and whether to execute the CASA Program Contract and waiver of confidentiality regarding treatment program information required for participation in the CASA program. A form order to accomplish the appointment of the Federal Public Defender’s Office is attached as **Exhibit 2**. For prospective Participants not represented by the Federal Public Defender’s Office in the underlying criminal case, the prospective Participant will

continue to be represented by his or her own attorney in the underlying criminal case for purposes of determining whether to enter and entering a guilty plea in that case as required for participation in the CASA program.

(e) Each prospective Participant's voluntary consent to involvement in the CASA program will be confirmed in a written CASA Program Contract to be signed by the prospective Participant, as well as each member of the CASA Program Team. The CASA Program Contract, in the form attached as **Exhibit 3**, will articulate expectations and obligations of the prospective Participant and the other members of the CASA Program Team. As noted above, a prospective Participant will be approached for signature of a CASA Program Contract only after (i) the Originating District Judge has referred the prospective Participant's case to the CASA Program Judicial Officer and (ii) the Federal Public Defender's Office has been appointed to represent the prospective Participant for purposes of the CASA Program. All of the parties to this agreement recognize that an essential component of the CASA Program is every Participant's complete candor with the CASA Program Judicial Officer and the other members of the CASA Program Team. Accordingly, the USAO agrees that the CASA Program Contract will include a provision that statements made and documents and other information provided by a Participant during a formal CASA program proceeding conducted by the CASA Program Judicial Officer or another member of the CASA Program Team shall not be used by the USAO in its case in chief in any criminal prosecution it may subsequently bring against the Participant. The Contract will also contain a waiver by the Participant of the Participant's right to have a court reporter present to transcribe CASA program appearances, except at contested violation hearings or contested hearings to determine whether to terminate the Participant from the CASA program.

(f) Crucial to maximizing each Participant's possibility for success in the CASA Program is that all members of the CASA Program Team have access to full information regarding successes and failures in any program, including any treatment program, to which the Participant is referred as part of the CASA Program. Accordingly, as an adjunct to the CASA Program Contract, each prospective Participant will be required to execute a waiver authorizing access to program information by the CASA Program Judicial Officer, Pretrial Services Officer, Deputy Federal Public Defender, and Assistant United States Attorney, as well as any research partner working with Pretrial Services to evaluate the CASA program and the United States Probation Office. A form waiver for this purpose is attached as **Exhibit 4**. The USAO acknowledges that its access to this treatment program information is only for the purpose of participating in the monitoring and evaluating of a Participant's progress while participating in the CASA Program and for assessing sentencing recommendations following a Participant's completion, successful or unsuccessful, of the CASA Program.

(g) For a prospective Participant who has not yet been convicted and sentenced, participation in the CASA program is contingent on the prospective Participant entering a guilty plea pursuant to a plea agreement containing terms acceptable to the USAO and the prospective Participant to at least one of the criminal charges pending against the prospective Participant. The USAO agrees that the terms of the plea agreement will incorporate the terms of the CASA Program Contract, which will be attached to the plea agreement as an exhibit. The USAO further agrees that the plea agreement will be entered into pursuant to Federal Rule of Criminal

Procedure 11(c)(1)(C) to the extent that it will bind the CASA Program Judicial Officer, upon a Participant's successful completion of the CASA Program, to accord the Participant the benefits for such a successful completion specified in the plea agreement, which may include dismissal with prejudice of the criminal charges against the prospective Participant or a recommended reduction in the prospective Participant's sentence. The USAO may include in the plea agreement such other terms as it deems appropriate.

(h) Once a prospective Participant and all other members of the CASA Program Team have executed the CASA Program Contract; the prospective Participant has executed a waiver authorizing access to treatment program information by the CASA Program Team; and the prospective Participant, his or her attorney, and the USAO have all executed a plea agreement based on participation in the CASA program, then the prospective Participant shall appear for entry of a guilty plea pursuant to the plea agreement before the CASA Program Judicial Officer. If the CASA Program Judicial Officer accepts and agrees to be bound by the plea agreement, the CASA Program Judicial Officer will accept the prospective Participant's guilty plea. Once this occurs, the prospective Participant will become a Participant in the CASA program and the CASA Program Judicial Officer will handle all further proceedings in the criminal case.¹

(i) If prior to entering a guilty plea in accordance with subparagraph (h) above a prospective Participant fails to complete any of the steps necessary to become a Participant in the CASA program or for any reason voluntarily elects not to pursue participation in the CASA program, the CASA Program Judicial Officer will execute an order returning the underlying criminal case for ongoing proceedings to continue before the Originating District Judge. Similarly, if the prospective Participant appears to enter a guilty plea in accordance with subparagraph (h) above but the CASA Program Judicial Officer rejects and declines to be bound by the plea agreement, the CASA Program Judicial Officer will decline to accept the Participant's guilty plea, the Participant will be released from any obligations under the plea agreement, and the CASA Program Judicial Officer will execute an order returning the underlying criminal case for ongoing proceedings to continue before the Originating District Judge. A form order for these purposes is attached as **Exhibit 5**.

8. *Role of the CASA Program Judicial Officer:* The active involvement of the CASA Program Judicial Officer² with Participants in the CASA program is essential. When

¹ If the CASA Program Judicial Officer accepts the guilty plea and plea agreement, the matter will not immediately be referred for preparation of a Pre-Sentence Report. Rather, referral for preparation of a Pre-Sentence Report will only occur if required upon a subsequent termination from the CASA program as specified in paragraph 17 below.

² Initially, it is anticipated that the CASA program will operate with a team of two district court judges based in Los Angeles, a single district court judge based in Riverside, and a single district court judge based in Santa Ana. While expansion of the number of Participants or other events may result in the need for participation by additional judicial officers, the parties

Participants are excelling in the program, the CASA Program Judicial Officer will provide encouragement. When Participants are in noncompliance with the CASA program or in violation of the terms of their PGP Diversion, the CASA Program Judicial Officer, after receiving the recommendation of the other members of the CASA Program Team, will make a determination as to the appropriate sanction based on the nature of the Participant's noncompliant behavior. If appropriate, sanctions should be progressive in terms of severity. When the CASA Program Team determines that a Participant has exhausted that Participant's opportunities to continue in the CASA program, the CASA Program Judicial Officer will make the final decision to terminate the Participant from the CASA program and proceed to sentencing.

9. *Role of the CASA Program Pretrial Services Officer:* The CASA Program Pretrial Services Officer (the "CPPSO") will be charged with overseeing supervision of Participants and making appropriate treatment referrals with contract and appropriate noncontract treatment and other program agencies based on the needs of individual Participants as determined by the CPPSO and the CASA Program Judicial Officer. In addition:

(a) In preparation for CASA program appearances, the CPPSO will oversee the preparation of reports to inform the parties of Participants' struggles and achievements. To expedite the reporting process, avoid overworking the CPPSO, and create continuity in reporting, a standardized "CASA Program Progress Report," in the form attached as **Exhibit 6**, will be used. The CASA Program Progress Report will not be filed, and is intended only for use in planning for and conducting CASA program appearances. For each Participant, the CPPSO will distribute a CASA Program Progress Report, along with any attachments, to the CASA Program Judicial Officer, Deputy Federal Public Defender, and Assistant United States Attorney at least a full 24 hours before each scheduled CASA program appearance. Scheduling of CASA program appearances will be by the CASA Program Team, bearing in mind the need to facilitate the CPPSO's time to work with treatment and other program providers and prepare CASA Program Progress Reports with information as current as possible.

(b) The CPPSO will work with treatment and other program providers to ensure effective communication between the treatment and other program providers and the CASA Program Team.

(c) When serious problems in supervision arise, the CPPSO will work with the CASA Program Deputy Federal Public Defender and Assistant United States Attorney to intervene immediately and address issues with the Participant. Any such interventions will be described in the next CASA Program Progress Report.

(d) The CPPSO will maintain within each Participant's Pretrial Services file a separately delineated section that will constitute the CASA Program File for each Participant. This CASA Program File will include the Participant's CASA Program Contract, all CASA Program Progress Reports for the Participant, treatment and other program records for the Participant, results of drug testing for the Participant, and all other records relating to the

agree that the essential need for continuity in the judicial role mandates that a limited number of judicial officers be involved.

Participant's progress through the CASA program. The CASA Program File for any Participant will be made available to the CASA Program Judicial Officer, Deputy Federal Public Defender, and Assistant United States Attorney as necessary for implementation of the CASA program, and to any research partner working with Pretrial Services to evaluate the CASA Program. The CASA Program File for each Participant will remain a part of the Participant's Pretrial Services file and will be available to the Originating District Judge or any other district judge who assumes responsibility for sentencing the Participant.

10. *Role of the CASA Program Assistant United States Attorney:* The role of the CASA Program Assistant United States Attorney ("CPAUSA") is to participate in a team effort with the CASA Program Judicial Officer and Deputy Federal Public Defender and the CPPSO to encourage each Participant's success in the CASA program, discourage bad decisions and disinterest in the CASA program at their first sign, and participate in CASA program decisions about proper punishments for Participants struggling with the program's requirements. The CPAUSA should be involved in decisions about program planning both when a Participant is succeeding and when a Participant is struggling, may be called on to report on a Participant's progress during a CASA program appearance, and should be prepared to provide assistance to the other members of the CASA Program Team in determining whether a Participant's continued participation in the CASA program is or is not warranted. The CPAUSA's role is expected to be less adversarial than in non-CASA program cases.

11. *Role of the CASA Program Deputy Federal Public Defender:* The role of the CASA Program Deputy Federal Public Defender ("CPDFPD") is to participate in a team effort with the CASA Program Judicial Officer, the CPAUSA, and the CPPSO to encourage each Participant's success in the CASA program, discourage bad decisions and disinterest in the CASA program at their first sign, and participate in CASA program decisions about proper punishments for Participants struggling with the program's requirements. The CPDFPD should be involved in decisions about program planning both when a Participant is succeeding and when a Participant is struggling, may be called on to report on a Participant's progress during a CASA program appearance, and should be prepared to provide assistance to the other members of the CASA Program Team in determining whether a Participant's continued participation in the CASA program is or is not warranted. The CPDFPD's role is expected to be less adversarial than in non-CASA program cases.

12. *CASA Program Proceedings:* All Participants will appear at least monthly before the same CASA Program Judicial Officer and the other members of the CASA Program Team. To ensure continuity, only the CPPSO, CPDFPD, and CPAUSA constituting the CASA Program Team, or their designated substitutes, will be involved in the CASA program and will appear for each CASA program session. The order of Participant appearances at each CASA program session will be set by the CASA Program Judicial Officer as deemed most beneficial to the Participants, with the understanding that, ordinarily, absent being excused by the CASA Program Judicial Officer, Participants will be expected to remain through the appearances of at least some of the other Participants at the particular CASA program session. To effectuate the parties' intent that the CASA program be less adversarial and provide as much support as possible to Participants, all parties agree that conduct that might otherwise constitute a violation of the terms of PGP Diversion or of CASA program rules may be handled informally. In particular:

(a) all conduct that might be considered a violation will be presented to the CASA Program Judicial Officer, the other members of the CASA Program Team, and the Participant through the CPPSO's regular CASA Program Progress Report, or a status report to the CASA Program Judicial Officer filed on an expedited basis if the circumstances so warrant;

(b) absent a determination that termination from the CASA program is justified in accordance with paragraph 17(B)(2) below, any sanction for such a violation, so long as it is within the range of sanctions set forth in paragraph 13 below, will be handled through (i) a directive issued by the CASA Program Judicial Officer at a regular CASA program session in a non-adversarial setting or (ii) if the Participant, the CASA Program Judicial Officer, CPPSO, CPAUSA, and CPDFPD all agree to a particular sanction or treatment intervention, on an expedited basis before the Participant's next scheduled CASA program appearance by means of a modification executed by the Participant and the CASA Program Judicial Officer, CPPSO, and CPDFPD; and,

(c) with the exception of contested violation hearings and contested hearings to determine whether a Participant should be terminated from the CASA program, CASA program proceedings will be conducted without a court reporter, pursuant to a waiver by the Participant in the CASA Program Contract.

For each Participant, after each CASA Program appearance, the CASA Program Judicial Officer will issue a CASA Program Status Report, in the form attached as **Exhibit 7**, reflecting actions taken and scheduling that Participant's next CASA Program appearance. CASA Program Status Reports will be electronically filed.

13. *CASA Program Sanctions*: Noncompliant behavior by a Participant will result in sanctions. The range of possible sanctions has been drafted broadly to insure that some level of sanction is available for every type of violation. Factors that will influence the type of sanction employed include the seriousness of the violation, the number of violations, and the amount of time the Participant has remained compliant, either before a first violation, or between violations. In addition, an important factor will be whether the Participant voluntarily discloses the violation. Dishonesty on the part of the Participant will result in enhanced sanctions. Depending on these factors, any of the sanctions listed below - including termination from the CASA program - will be available. As a general rule, when there are repeat violations, more serious sanctions will be applied incrementally. Sanctions may include, but are not limited to:

- Judicial reprimand delivered during CASA program proceedings in front of other CASA program Participants
- Order to return to CASA program proceedings to observe for a half or full day

- Order to submit written assignment (for example, write out an explanation for non-compliant behavior or violations of any special conditions of PGP Diversion and describe a plan to avoid similar issues in the future)
- Curfew restriction for up to 30 days
- Increase in frequency of progress hearings before the CASA Program Judicial Officer
- Order to participate in community service as part of the CASA program
- Order to complete a term of home confinement (with conditions that may include alcohol monitors and standard location monitoring with GPS)
- Order to complete a term of up to 30 days at a residential reentry center
- Order to complete a term at a residential drug treatment facility.
- Order to spend up to 7 days in jail (“Flash Incarceration”) (a form order for Flash Incarceration is attached as **Exhibit 8**)³
- Termination from CASA program.

These sanctions are intended to take a creative approach to altering behavior, while cutting the costs associated with first resorting to a traditional "days in jail" sanction. Sanctions imposed should be completed by the Participant’s next CASA program appearance, unless the CASA Program Judicial Officer allows more time, and the Participant may be required to report on performance of the sanction at the next CASA program appearance. The CPPSO will monitor compliance with imposed sanctions and report on compliance in a regular CASA Program Progress Report, or, if circumstances warrant, in a status report to the CASA Program Team filed on an expedited basis. If appropriate, any or all of the available sanctions may be ordered more than once during the course of a Participant’s progress through the CASA program. A Participant faced with any sanction will have the option of requesting termination from the CASA program and proceeding to sentencing before the CASA Program Judicial Officer.

14. *Adversarial Hearings*: Recognizing that circumstances may arise in which a Participant is alleged to have violated a term of PGP Diversion and/or the CASA program rules and the Participant believes that he or she is innocent in fact of the alleged conduct constituting the violation, the parties agree that a request for an adversarial hearing on whether the Participant in fact committed the alleged conduct will not automatically result in termination from the CASA program. Such adversarial hearings are, however, to be conducted only to determine the question of whether the Participant in fact committed the alleged conduct, and not as an opportunity for the Participant to offer a proffered explanation for admitted or undisputed conduct. Such adversarial hearings shall be conducted with a court reporter present.

³ The 7-day limit applies only to orders for jail time, and does not limit the CASA Program Judicial Officer’s ability to order a longer period of time in home confinement, a residential reentry center, or a residential drug treatment facility. Nor does it limit the CPPSO’s ability to place a Participant in a residential reentry center for transitional purposes. While the perceived need for a sanction of more than 7-days jail time will ordinarily result in termination from the CASA program, with a Participant's written waiver and the consent of all members of the CASA Program Team, sanctions of more than 7 days in jail may be imposed by the CASA Program Judicial Officer in a non-adversarial setting with the understanding that the Participant will continue participating in the CASA program.

15. *CASA Program Benefits*: Whether a Participant has successfully completed the CASA program shall be determined by the CASA Program Judicial Officer in consultation with the other members of the CASA Team subject to the minimum requirement that a Participant with substance abuse issues shall have demonstrated at least six months of continuous sobriety. A Participant who is determined to have successfully completed the CASA program will receive the benefits specified in the Participant's plea agreement, which may include: (a) being permitted to withdraw the Participant's previously-entered guilty plea, with the criminal charges previously-pending in the underlying criminal case at the time of the guilty plea being dismissed with prejudice; or (b) sentencing by the CASA Judicial Officer, with a joint recommendation from the other members of the CASA Program Team for a reduction in sentence based on the Participant's successful completion of the CASA program.

16. *CASA Program Graduation*: CASA program graduation will take place at the Participant's final, regularly scheduled CASA program appearance. In addition to Participants, Originating District Judges, family members, sponsors, and friends will be invited to attend the graduation. The CASA Program Judicial Officer will present graduating Participants with a Certificate of Completion, and other articles of recognition as determined by the CASA Program Judicial Officer and the other members of the CASA Program Team.

17. *Termination Procedures*: A CASA program Participant may be terminated as successful or unsuccessful as follows:

- A. **Successful Termination**: Participants who successfully complete the CASA program will be given a Certificate of Completion, which will close the CASA Program File section of the Participant's Pretrial Services file. For a Participant receiving the benefit of dismissal pursuant to the Participant's plea agreement, on the Participant's request to withdraw the Participant's previously-entered guilty plea, the CASA Program Judicial officer will issue an order vacating that guilty plea and dismissing with prejudice the criminal charges previously pending in the underlying criminal case at the time of that guilty plea. For a Participant receiving the benefit of a recommendation for a reduced sentence pursuant to the Participant's plea agreement, the CASA Program Judicial Officer will issue an order setting forth the sentence reduction recommended by the CASA Program Team, referring the case for preparation of a PSR, and scheduling a date for the imposition of sentence by the CASA Program Judicial Officer. A form order for successful termination, which will be electronically filed, is attached as **Exhibit 9**.
- B. **Unsuccessful Termination**: In recognition of the reality of relapse as a part of recovery from drug or alcohol addiction and/or in addressing underlying causes of criminal activity, every effort should be made to continue to work with Participants. All parties realize, however, that there will be some circumstances in which it is appropriate to terminate a Participant from the CASA program as unsuccessful. Unsuccessful termination may be either voluntary or involuntary and, in either circumstance, will result in the Participant proceeding to sentencing

before the CASA Program Judicial Officer on the charge to which the Participant entered a guilty plea without receiving the benefits provided for successful completion of the CASA program in the Participant’s plea agreement. The CASA Program Judicial Officer will have access to and may consider for purposes of sentencing the Participant’s CASA Program File, which will document all successes, failures, and sanctions that occurred during the CASA program. Circumstances giving rise to involuntary termination of this type may include:

- i. New law violations, as ultimately determined by the CASA Program Judicial Officer;
- ii. Repeated drug use;
- iii. A chronic pattern of refusal to cooperate with the CPPSO;
- iv. A chronic pattern of refusal to cooperate with a treatment or other program provider;
- v. Repeated refusals to cooperate with the CASA Program's sanctions or to participate in the CASA program in a meaningful manner.

Contested hearings relating to unsuccessful termination will be conducted with a court reporter present. Upon unsuccessful termination, the CASA Program Judicial Officer will issue an order terminating participation in the CASA program, referring the case for preparation of a PSR, and scheduling a date for the imposition of sentence by the CASA Program Judicial Officer. A form order for unsuccessful termination, which will be electronically filed, is attached as **Exhibit 10**.

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18. *Modification and Supplementation of Agreement*: The parties recognize that as the

CASA program is implemented, modification or supplementation of this Interagency Agreement may be necessary. Any modification or supplementation of this Interagency Agreement shall be in writing, and may be made by the CASA Program Team only upon the consent of all members of that team and with agreement by the CASA Program Judicial Officer that the proposed modification does not need to be referred to the United States District Court for the Central District of California for review and approval.

AGREED ON BEHALF OF:

[Typed Name and Title]
United States District Court
Central District of California

Date

[Typed Name and Title]
United States Pretrial Services
Central District of California

Date

[Typed Name and Title]
Federal Public Defender's Office
Central District of California

Date

[Typed Name and Title]
United States Attorney's Office
Central District of California

Date

EXHIBIT 1A



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
PRETRIAL SERVICES

REQUEST FOR CASA PROGRAM CONSIDERATION

Date: [Date]
Name: [Prospective Participant’s Name]
Docket No.: [Case No.]
Prepared For: Honorable [Judge’s Name]
United States District Judge

=====

The above defendant has been identified as a potential candidate for participation in the Conviction And Sentence Alternatives (“CASA”) program.

Contingent upon the approval of the Court, the defendant will be offered voluntary participation in the CASA program for a period of at least one year to enable intensive treatment, sanction alternatives and incentives to effectively address the defendant's substance abuse and/or other issues that appear to be contributing causes for defendant’s criminal conduct. The defendant and the defendant’s attorney have executed the attached speedy trial waiver for a period of forty-five (45) days to provide the time required to make a final determination whether the defendant will participate in the CASA program.

If the defendant indicates an intention to accept the offered participaton in the CASA program, the CASA Program Court will be presented with a plea agreement setting forth the terms on which the defendant will enter a guilty plea providing for defendant’s participation in the CASA program. The CASA Program Court will then be asked to accept or reject the plea agreement, in doing so making a final determination whether the defendant will participate in the CASA Program.

It is respectfully recommended that the Court grant approval for the defendant to participate in the CASA Program by executing the attached proposed order, which: (a) refers the defendant’s case to the CASA Program Court for all purposes, contingent on defendant being selected to participate in the CASA program; and (b) makes speedy trial findings for a period of forty-five (45) days to provide the time required to make a final determination whether the defendant will participate in the CASA program.

Reviewed by:

Respectfully:

[Name of Supervisor]
Supervising Pretrial Services Officer
Telephone No. (000) 000-0000

[Name of Officer]
Pretrial Services Officer
Telephone No. (000) 000-0000

SPEEDY TRIAL WAIVER

..... United States v. [Defendant's Name]

Case No. [Case No.]

I am the defendant in the above-captioned criminal case. I have discussed with my attorney, and understand: (a) I have a right to have my case proceed to trial within the time period specified by a federal statute, 18 U.S.C. 3161; (b) the nature and conditions of the Conviction and Sentence Alternatives ("CASA") program; (c) I am being considered for participation in the CASA program; and (d) my consideration for participation in the CASA program will take approximately 45 days and will require that my case be referred to the judge overseeing the CASA program. Understanding all of this: (a) I want to be considered for participation in the CASA program; (b) so that I can be considered for participation in the CASA program, I want my case referred to the judge overseeing the CASA program; and (c) I agree that 45 days from the date on which my case is referred to the judge overseeing the CASA program may be excluded from the time period set by statute within which my criminal case would otherwise have to proceed to trial. I have discussed with my attorney, and I understand, that by agreeing to this, I am waiving a right accorded me by statute to have my trial begin within a specified time period. I am waiving this right knowingly and voluntarily because I want to be considered for participation in the CASA program, and not for any other reason.

[DEFENDANT'S NAME]
Defendant

Date

I am _____'s attorney. I have carefully and thoroughly discussed with my client this Speedy Trial Waiver, including, in particular: (a) my client's right to have the criminal case against my client proceed to trial within the time period specified by a federal statute, 18 U.S.C. 3161; (b) the nature and conditions of the Conviction and Sentence Alternatives ("CASA") program; (c) that my client is being considered for participation in the CASA program; (d) that my client's consideration for participation in the CASA program will take approximately (45) days and will require that my client's case be referred to the judge overseeing the CASA program; and (e) that by executing this Speedy Trial Waiver, my client will be waiving a right accorded my client by statute to have the trial in this criminal case begin within a specified time period. I believe that my client is executing this Speedy Trial Waiver knowingly and voluntarily because my client wants to be considered for participation in the CASA program, and not for any other reason. I concur in my clients waiver of his speedy trial rights as set forth in this Speedy Trial Waiver.

[ATTORNEY'S NAME]
Attorney for Defendant

Date

EXHIBIT 1B

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,) No. _____
)
Plaintiff,) ORDER REFERRING DEFENDANT TO
) CASA PROGRAM JUDICIAL OFFICER
v.) AND MAKING SPEEDY TRIAL
) FINDINGS
)
_____,)
)
Defendant.)

Defendant being under consideration for participation in the Conviction And Sentence Alternatives ("CASA") program, and defendant and defendant's attorney having executed the Speedy Trial Waiver attached as Exhibit A, THE COURT FINDS AND ORDERS AS FOLLOWS:

1. As to defendant, this case is referred to the Honorable [Judge's Name], a CASA Program Judicial Officer, for all purposes, subject to a final determination that defendant is selected for participation in the CASA program. If defendant is not selected for participation in the CASA program, this case shall be returned to this court for all further proceedings.
2. A period of 45-days from the date of this order is necessary for the CASA Program Judicial Officer to make the final determination whether defendant will be selected for participation in the CASA program. Pursuant to 18 U.S.C.

1 3161(h)(1)(G), (h)(2), and (h)(7)(A), with respect to defendant
2 this 45-day period shall be excluded from the time within which
3 the trial of this case must commence based on the following
4 findings:

5 (a) Pursuant to 18 U.S.C. 3161(h)(1)(G), this period
6 results from consideration by the court of a proposed plea
7 agreement to be entered into by the defendant and the attorney
8 for the Government as a condition of defendant's possible
9 participation in the CASA program;

10 (b) By analogy to 18 U.S.C. 3161(h)(2), this period is
11 one during which defendant and the government will be determining
12 whether to enter into a written agreement for post-guilty plea
13 diversion pursuant to which, as part of the CASA program, should
14 defendant demonstrate good conduct during a specified period of
15 time, defendant would receive significant benefits; and

16 (c) Pursuant to 18 U.S.C. 3161(h)(7)(A), the ends of
17 justice served by excluding this period outweigh the best
18 interest of the public and the defendant in a speedy trial
19 because the failure to provide defendant with the time required
20 for a determination that might enable defendant to participate in
21 the CASA program would result in a miscarriage of justice.

22
23
24 DATED: _____, 2011

[Judge's Name]
United States District Judge

EXHIBIT 2

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,) No. _____
)
Plaintiff,) ORDER APPOINTING FEDERAL PUBLIC
) DEFENDER FOR LIMITED PURPOSE OF
v.) PARTICIPATION IN CASA PROGRAM
)
_____,)
)
Defendant.)
)
_____)

The above-captioned defendant has been identified by the Court as a candidate for participation in the Conviction And Sentence Alternatives ("CASA") program. The Office of the Federal Public Defender for the Central District of California is hereby appointed to advise defendant regarding the decision whether to participate in the CASA program and, if defendant so elects and is approved to participate, to represent defendant with respect to defendant's participation in the CASA program.

DATED: _____, 2011

HON.
United States District Judge
CASA Program Judicial Officer

EXHIBIT 3

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CONTRACT FOR PARTICIPATION
CONVICTION AND SENTENCE ALTERNATIVES (“CASA”) PROGRAM
POST-GUILTY PLEA DIVERSION

Name: _____

Docket#: _____

Offense(s): _____

INTRODUCTION

You have been invited to participate in the Conviction And Sentence Alternatives (“CASA”) program of the Central District of California as part of post-guilty plea diversion. Participation is entirely voluntary, but will require you to enter guilty plea(s) to one or more of the criminal charges currently pending against you in the case referenced above. The Court will need to make a final determination whether to accept your guilty plea(s) and plea agreement before you can begin participation in the CASA program. If the Court agrees to accept your guilty plea(s) and plea agreement, in doing so approving your participation, and you thereafter successfully complete the CASA program, then, as specified in the plea agreement pursuant to which you enter your guilty plea(s), [those guilty plea(s) will be vacated and the criminal charges against you in the case referenced above will be dismissed with prejudice] [you will receive a sentence that does not include a term of imprisonment]. **[Select alternative that applies, and delete other.]**

CASA PROGRAM BASICS

The CASA Program will last at least one year, with the possibility that it may be extended up to no more than two years. Participants in the program will have their cases referred to the CASA Program Judicial Officer before whom they will enter guilty pleas pursuant to plea agreements with the United States Attorney’s Office for the Central District of California (“USAO”). If the CASA Program Judicial Officer accepts a Participant’s guilty pleas and plea agreement, it will constitute final approval for participation in the CASA program, which will include a period of supervision by a CASA Program Pretrial Services Officer (“CPPSO”). Participants agree to participate in a drug and alcohol evaluation, and in any and all treatment and testing recommended. In addition to the requirements of actively engaging in any treatment and testing that may be recommended for substance abuse issues, Participants are also required to participate in programs designed to address underlying causes of criminal activity and to comply with all conditions of post-guilty plea diversion that may be required by the plea agreements pursuant to which they entered their guilty plea(s) and by the CPPSO.

You will be assigned an attorney from the Federal Public Defender's Office (“DFPD”) who is assigned to the CASA program. An Assistant United States Attorney (“AUSA”) will also be assigned to the CASA program. Both the DFPD and AUSA will work with the CPPSO to provide additional support and encouragement for your success in the CASA program.

CASA PROGRAM APPEARANCES

At least once per month, at a time to be determined, you will be required to appear before the CASA Program Judicial Officer to evaluate your progress. Every effort will be made to ensure the time of the appearance does not conflict with your employment or treatment or other programming. The CPPSO, DFPD, and AUSA will be present, as will treatment and/or other program providers. Progress reports from the CPPSO will be provided to the Judicial Officer, the DFPD, and the AUSA. These reports will describe both successes and problems you have experienced. During the appearances to evaluate your progress, there will be no court reporter present, and court proceedings will not be transcribed. By signing this contract, you waive your right to have a court reporter transcribe the court proceedings at these appearances. A court reporter will be present to transcribe any contested violation hearing or any contested hearing to determine whether to terminate you from the CASA program.

CASA PROGRAM TREATMENT AND COUNSELING PROGRAMS

An important part of the CASA program will be your participation in substance abuse treatment and counseling programs and/or other programs addressing underlying causes of criminal activity as determined necessary by the CPPSO and the other members of the CASA Program Team. Treatment and other program providers will be expected to share information regarding your participation and progress in any treatment and counseling programs with all of the members of the CASA Program Team, including the CASA Program Judicial Officer, CPPSO, DFPD, AUSA, and any research partner evaluating the CASA program. Treatment and other program providers will also be present at CASA program appearances, at which they will be expected to discuss your participation and progress with all of the members of the CASA Program Team. To enable treatment and other program providers to freely share information regarding your participation and progress in substance abuse treatment and counseling programs and other programs, you will be required to execute a waiver of confidentiality in the form attached as Exhibit A.

LIMITED USE OF STATEMENTS MADE DURING PROGRAM APPEARANCES

Another important part of the CASA program is your complete candor during your CASA program appearances. To encourage your candor, the USAO has agreed as follows:

- (A) Except as otherwise provided in subparagraph (B) below, in any criminal prosecution that may be brought against you by the USAO, the USAO will not offer in evidence in its case-in-chief any statements you make or any documents or other information you provide during your CASA program appearances (collectively "CASA program statements").
- (B) Notwithstanding the USAO's agreement set forth in subparagraph (A) above, the USAO may use
 - (i) information derived directly or indirectly from CASA program statements for the purpose of obtaining and pursuing leads to other evidence, which evidence may be used for any purpose, including any criminal prosecution of you; and

(ii) CASA program statements and all evidence obtained directly or indirectly from CASA program statements for the purpose of cross-examination should you testify, or to refute or counter at any stage of any proceeding (including during the USAO's case-in-chief in any criminal prosecution) any evidence, argument, statement or representation offered by or on your behalf in connection with that proceeding.

The USAO's agreement in subparagraph (A) above is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities. Moreover, the USAO's agreement in subparagraph (A) above is limited to CASA program statements and does not apply to any statements made or documents or other information provided by you at any other time, whether oral, written, or recorded.

CASA PROGRAM SUPERVISION VIOLATIONS AND SANCTIONS

CASA program supervision violations and sanctions will ordinarily be handled on the regularly scheduled CASA program calendar. The CASA Program Judicial Officer, however, can schedule an appearance at any time. Sanctions and modifications regarding treatment and other programs may also be handled on an expedited basis with the consent of the parties and the CASA Program Judicial Officer.

If a progress report contains an allegation of noncompliance, you may choose to agree that the allegation is true and waive the traditional protections and procedures afforded to those on pre-trial supervision when they are accused of violating supervision. If you do so, there will be no hearing on whether the allegation is true and the CASA Program Judicial Officer will decide whether a CASA program sanction is appropriate. As noted above, noncompliance may be handled on an expedited basis outside the presence of the CASA Program Judicial Officer if all parties agree.

Noncompliant behavior by you, the Participant, will result in sanctions. The range of possible sanctions has been drafted broadly to assure that some level of sanction is available for every type of violation. Factors that will influence the type of sanction employed include the seriousness of the violation, the number of violations, and the amount of time you have remained compliant, either before a first violation, or between violations. In addition, an important factor will be whether you voluntarily disclose the violation. Dishonesty on your part will result in enhanced sanctions. Depending on these factors, any of the sanctions listed below -- including termination from the CASA program -- is available. As a general rule, where there are repeat violations, more serious sanctions will be applied. Sanctions may include, but are not limited to:

- Judicial reprimand delivered during CASA program proceedings in front of other CASA program Participants
- Order to attend and observe pre-determined CASA program proceedings

- Order to submit written assignment (for example, write out an explanation for your non-compliant behavior and describe a plan to correct it or write out a list of the special conditions of your post-guilty plea diversion and explain how you violated those conditions and how you plan to avoid similar violations in the future)
- Curfew restriction for up to 30 days
- Increase in frequency of progress hearings before the CASA Program Judicial Officer
- Order to participate in community service as part of the CASA program
- Order to complete a term of home confinement (with conditions that may include alcohol monitors and standard location monitoring with GPS)
- Order to complete a term of up to 30 days at a residential reentry center
- Order to complete a term at a residential substance abuse treatment facility
- Order to spend up to 7 days in jail
- Termination from CASA program

If appropriate, sanctions may be ordered more than once during the course of the CASA program.

If you admit to the violation, you may be able to complete the sanction and remain in the CASA program. When expedited action is appropriate and the parties agree, a sanction or adjustment in treatment can be imposed through a modification without an appearance before the CASA Program Judicial Officer. The CPPSO's report at the next CASA program appearance will inform the CASA Program Judicial Officer whether you properly completed the sanction ordered at the last appearance. Failure to complete ordered sanctions may result in added sanctions, or termination from the CASA program.

If you wish to contest the violation allegation, you may do so. The only permissible contested hearing in the CASA program, however, is a claim of actual innocence of the alleged violation. If you wish to have a contested hearing, the DFPD will assist you in contesting the violation allegation. The CASA Program Judicial Officer will ultimately decide whether the allegation is true.

It is important to note that the CPPSO need not wait until your scheduled program appearance to address problems in supervision. If you fail to abide by directions of the CPPSO, or if the CPPSO believes that you have committed other violations of your supervision, the CPPSO will have discretion to contact you directly to address the violation; to arrive at a proposed method of addressing the violation through discussions with the CASA Program Judicial Officer, DFPD, and/or AUSA; or to request the issuance by the CASA Program Judicial Officer of a warrant for your arrest.

TERMINATION FROM THE CASA PROGRAM

You may be involuntarily terminated from the CASA program if you fail to participate in treatment or other programs or if you violate the terms of the CASA program or your post-guilty plea diversion -- including failure to make CASA program court appearances, failure to

participate actively in the CASA program, repeated drug use, or a new law violation. Final decisions regarding involuntary termination will be made by the CASA Program Judicial Officer. If you are involuntarily terminated from the CASA program, you will return to regular pretrial supervision and your case will be set for sentencing before the CASA Program Judicial Officer – in imposing sentence, the CASA Program Judicial Officer will not be bound to provide the benefits that your plea agreement would have required had you successfully completed the CASA program.

You may also at any time voluntarily discontinue your participation in the program and have your criminal case set for sentencing before the CASA Program Judicial Officer – again, however, in such an instance, the CASA Program Judicial Officer will not be bound to provide the benefits that your plea agreement would have required had you successfully completed the CASA program.

Whether your termination from the CASA program is voluntary or involuntary, the CASA Program Judicial Officer will be aware of, and can consider in imposing sentence, all conduct that has taken place during your participation in the CASA program, including successes, failures, and sanctions that occurred during your participation in the CASA program.

GRADUATION AND BENEFITS

Upon successful completion of the CASA program, as determined by the CASA Program Judicial Officer and the other members of the CASA Program Team subject to the minimum requirement that, if you are determined to have a substance abuse issue, you have demonstrated at least six months of continuous sobriety, you will receive the benefits specified in your plea agreement, which will include [being permitted to withdraw your previously-entered guilty plea(s), with the criminal charges previously pending at the time of your guilty plea(s) dismissed with prejudice] [imposition of a sentence that does not include a term of imprisonment]. **[Select alternative that applies, and delete other.]**

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AGREEMENT TO PARTICIPATE

Participant:

I, _____, have read, or someone has read to me in the language I best understand, this Contract and the plea agreement that would be a condition of my participation in the CASA program. I have discussed this Contract and the plea agreement with my attorney and I understand its terms. I have also discussed with my attorney the CASA program and I understand that program. I voluntarily agree to participate in the CASA program subject to the terms set forth in this Contract and the plea agreement. I understand I can revoke my voluntary participation in the CASA program at any time and that, if I do so, my criminal case will be set for sentencing before the CASA program judicial officer without any obligation to provide me the benefits set forth in the plea agreement for successful completion of the CASA program.

Signature
[Typed Name]

Date

CASA Program Deputy Federal Public Defender:

I, _____, the Deputy Federal Public Defender representing the Participant in connection with the CASA program, have discussed the CASA program, the plea agreement that would be a condition of participation in the CASA program, and this Contract with the Participant and the Participant’s attorney in the underlying criminal matter. I believe that the Participant understands the CASA program, the terms of the plea agreement that would be a condition of participation in the CASA program, and the terms of this Contract, and that the Participant's agreement to participate in the CASA program subject to the terms of this Contract and the plea agreement that would be a condition of participation in the CASA program is knowingly and voluntarily made.

Signature
[Typed Name]

Date

CASA Program Assistant United States Attorney:

I, _____, the Assistant United States Attorney representing the United States Attorney's Office for the Central District of California (the "USAO") in the CASA program, agree to the terms of this Contract on behalf of the USAO and accept the above named Participant into the CASA program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant’s participation in the CASA program.

Signature
[Typed Name]

Date

CASA Program Pretrial Services Officer:

I, _____, the Pretrial Services Officer assigned to the CASA program, accept the above named Participant into the CASA program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the CASA program.

Signature
[Typed Name]

Date

CASA Program Judicial Officer:

Subject to the Court's acceptance of the Participant's guilty plea(s) and plea agreement, the Court hereby accepts the above named Participant into the CASA Program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the CASA program.

Signature
[Typed Name]

Date

EXHIBIT 4

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
CASA PROGRAM
SUBSTANCE ABUSE TREATMENT AND COUNSELING AND OTHER PROGRAMS**

I, _____, the undersigned, have voluntarily agreed to participate in the Central District of California's Conviction And Sentence Alternatives ("CASA") program. As part of my participation in the CASA program, I hereby authorize any and all substance abuse treatment and counseling and other programs to which I may be referred as part of the CASA program to release confidential information in their records, possession, or knowledge, of whatever nature may now exist or come to exist, to the following participants in the CASA program: (a) the United States District Court for the Central District of California; (b) United States Pretrial Services for the Central District of California and any research partner working with Pretrial Services to evaluate the CASA program; (c) the Federal Public Defender's Office for the Central District of California; and (d) the United States Attorney's Office for the Central District of California (collectively, "the CASA Program Team").

The confidential information I hereby authorize to be released to the CASA Program Team will include, without limitation: date of entrance to program; attendance records; urine testing results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

I understand that, subject to any exceptions to confidentiality that may apply under federal or state law, the CASA Program Team may use the confidential information hereby authorized to be released only in connection with their evaluation of my participation and progress in the CASA program and my compliance or non-compliance with the terms of my diversion, and their evaluation of the effectiveness of the CASA program as a whole.

I understand that this authorization will remain valid until my termination from the CASA program, whether successfully or unsuccessfully, at which time this authorization for disclosure of confidential information will expire. I understand, however, that confidential information disclosed pursuant to this authorization may subsequently be used by the United States District Court for the Central District of California, United States Pretrial Services for the Central District of California, and/or the United States Probation Office for the Central District of California to initiate or support an action alleging a violation of the terms of my diversion and/or to prepare a Presentence Report, make a recommendation regarding sentencing, and determine the appropriate sentence, as a result of which the information may no longer be deemed confidential and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization to release confidential information, in writing, at any time by sending written notification to the United States Pretrial Services Officer assigned to supervise me in the CASA program. I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization for further disclosure of such information. I also understand that if I revoke this authorization to release confidential information before I complete the CASA program, it may result in my termination from the CASA program and may be considered a violation of CASA program rules or of a condition of my diversion.

I have read this authorization to release confidential information, have discussed it with my attorney, understand its terms, and by signing below agree to it.

Signature
[Typed Name]

Date

I am the attorney representing the individual signing this authorization to release confidential information in connection with the CASA program and have discussed the terms of this authorization with this individual. I believe this individual understands the terms of this authorization and that this individual's agreement to sign this authorization is knowingly and voluntarily made.

Signature
[Typed Name]

Date

EXHIBIT 5

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, Plaintiff, v. Defendant.	}	No. ORDER FOR RETURN OF CASE FROM CASA PROGRAM
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This case having been referred to this Court for all purposes, subject to a final determination whether defendant would be selected for participation in the Conviction And Sentence Alternatives (“CASA”) program, and a final determination having been made that defendant is not selected for participation in the CASA program, IT IS HEREBY ORDERED as follows:

(1) This case is returned back to the Honorable [Judge's Name], the United States District Judge to whom this criminal case was originally assigned for all purposes.

(2) The court clerk for the Honorable [Judge's Name], having been contacted and having provided a date and time for a status conference in this matter, defendant shall appear in the courtroom of the Honorable [Judge's Name] on [DATE] at [TIME].

DATED: _____

HON.
United States District Judge
CASA Program Judicial Officer

EXHIBIT 6

**U.S. District Court - Central District of California
CASA Program Progress Report**

Report Date: _____

Pretrial Services Officer: _____

Telephone Number: _____

CASA PROGRAM HISTORY

Start Date: _____ Proj. Completion Date: _____ Last Hearing Date: _____

Achievements/problems since last hearing: _____

Recommendation: _____

TREATMENT- () DRUG () M.H. () CO-OCCUR () MEDICAL ONLY

Primary Provider: _____

Secondary Provider(s): _____

Missed Tests/Sessions: ____ Yes ____ No _____

Positive Tests: ____ Yes ____ No _____

Medication(s): () None () Medical Condition only () Psychotropic Meds

Medication Compliant: ____ Yes ____ No

Comments/Concerns: _____

MISCELLANEOUS COMMENTS

EXHIBIT 7

United States District Court
Central District of California

U.S. v. _____

Docket No. _____

CASA Program Status Report (Compliance)

You have had no violations since your last appearance in the CASA program. Accordingly, the CASA Program Team has taken the following actions:

- Case continued without further action
- Verbal praise
- Kudos / Candy Bar
- Sobriety coin
- Other: _____
- Changes in current treatment: _____

- Reside and satisfactorily participate in a residential re-entry center (RRC) under the pre-release component for a period not to exceed _____ days or until successfully discharged by the RRC Director and the Pretrial Services Officer. Subsistence is waived.

All previously imposed terms and conditions of your pretrial supervision remain in effect, unless expressly noted otherwise.

Your next CASA program review date is on _____ at _____ am pm at the U.S. Courthouse, 312 North Spring Street, Los Angeles, California, 90012. **Failure to appear at this review, or any other review date, may result in a warrant or other sanction(s).**

Order of Court

Considered and ordered this ____ day of _____, 20 __,
and ordered filed and made part of the records in the above case.

Honorable [Judge's Name]
United States District Judge

_____:_____
Initials of Deputy Clerk _____

United States District Court
Central District of California

U.S. v. _____

Docket No. _____

CASA Program Status Report (Violation)

You have been found in violation of one or more of the terms of your participation in the CASA program. Accordingly, the CASA Program Team imposes the following:

- Judicial reprimand in open Court today.
- Attend CASA program proceedings ("sit-in") on _____
- Provide a _____ page written assignment due at next review date or _____
- Comply with Curfew restrictions (_____ am- _____ pm) starting today and expiring _____
- Increase in CASA program appearances weekly twice monthly other _____
- Community Service (CASA program requirement) _____ hours due by _____
- Comply with Home Confinement (standard/breathalyzer/GPS) for _____ days
- Reside and satisfactorily participate in a residential re-entry center (RRC) as a condition of pretrial supervision, for a period not to exceed _____ days or until successfully discharged by the RRC Director and the Pretrial Services Officer. Subsistence is waived / is not waived.
- Reside at and participate in a residential drug treatment program for _____ days
- Flash Incarceration (jail). Self-surrender on _____ to be released on _____
- Unsuccessful termination from the CASA program effective _____
- Other: _____
- Changes in current treatment: _____

All previously imposed terms and conditions of your pretrial supervision remain in effect, unless expressly noted otherwise.

Your next CASA program review date is on _____ at _____ am pm at the U.S. Courthouse, 312 North Spring Street, Los Angeles, California, 90012. **Failure to appear at this review, or any other review date, may result in a warrant or other sanction(s).**

Order of Court

Considered and ordered this _____ day of _____, 20____,
and ordered filed and made part of the records in the above case.

Honorable [Judge's Name]
United States District Judge

Initials of Deputy Clerk _____

EXHIBIT 8

United States Pretrial Services

CENTRAL DISTRICT OF CALIFORNIA

U.S. v. <Insert defendant's name>

DOCKET NO. <Insert docket number>

PETITION FOR ACTION ON CONDITIONS OF PRETRIAL RELEASE (CASA Program Custodial Sanction)

COMES NOW GEORGE M. WALKER, CHIEF UNITED STATES PRETRIAL SERVICES OFFICER, presenting an official report upon the conduct of defendant <Insert defendant's name> who was placed under pretrial release supervision by the Honorable <Insert full name>, sitting in the court at <Insert Los Angeles or Riverside or Santa Ana>, California, on the <Insert numerical date> day of <Insert month and year>, under terms and conditions set by the court.

RESPECTFULLY PRESENTING PETITION FOR ACTION OF COURT FOR CAUSE AS FOLLOWS:

Defendant is a participant in the Conviction And Sentence Alternatives ("CASA") program and has been found by the court to be in violation of the CASA program requirements.

PRAYING THAT THE COURT WILL ORDER defendant, as a sanction for violation(s) of the CASA program requirements, to serve ## [hours] [days] in the custody of the United States Marshals Service as a condition of pretrial release. Defendant shall immediately self-surrender to the United States Marshals Service, Roybal Building, 3rd Floor, Los Angeles, California.

ORDER OF THE COURT

Considered and ordered this ____ day of _____ 2011, and ordered filed and made a part of the records in the above case.

<Insert Full Name of Judicial Officer>
<Insert U.S. District Judge or U.S. Magistrate Judge>

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on <Insert month, day, year>

<Insert Officer's Name>
U.S. Pretrial Services Officer

<Insert Supervisor's Name>
Supervising U.S. Pretrial Services Officer

Place: <Insert officer's location>, California

EXHIBIT 9

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	No.
)	
Plaintiff,	)	ORDER TERMINATING
	)	DEFENDANT'S PARTICIPATION IN
v.	)	CASA PROGRAM AND DISMISSING
	)	CRIMINAL CHARGES BASED ON
	)	SUCCESSFUL COMPLETION OF
	)	CASA PROGRAM
Defendant.)	
)	
_____)	

On _____, defendant's case was referred to the undersigned United States District Judge to enable defendant's participation in the Conviction and Sentence Alternatives ("CASA") program. On _____, defendant entered a guilty plea to count _____ of the _____ pursuant to a plea agreement authorizing post-guilty plea diversion to enable participation in the CASA program. Under the CASA program, defendant's compliance with the terms of post-guilty plea diversion is overseen by the CASA Program Team. The CASA Program Team, including the undersigned United States District Judge, has determined that defendant has successfully completed the CASA program and therefore should receive the benefits specified in defendant's plea agreement.

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IT IS HEREBY ORDERED that, based on defendant's successful completion of the CASA program, in accordance with the terms of defendant's plea agreement: (a) defendant's participation in the CASA program is terminated; (b) pursuant to Federal Rule of Criminal Procedure 11(d)(2)(B), on defendant's request, a fair and just reason having been demonstrated by defendant's successful completion of the CASA program, defendant's guilty plea is withdrawn; (c) pursuant to Federal Rule of Criminal Procedure 48(a), on motion of the government, good cause having been shown by defendant's successful completion of the CASA program, the criminal charges against defendant in the above-captioned case are dismissed with prejudice; and (d) defendant's bond is exonerated.

DATED:

HON.
United States District Judge
CASA Program Judicial Officer

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	No.
)	
Plaintiff,	)	ORDER TERMINATING
	)	DEFENDANT'S PARTICIPATION IN
v.	)	CASA PROGRAM AND SETTING
	)	SENTENCING BASED ON
	)	SUCCESSFUL COMPLETION OF
	)	CASA PROGRAM
Defendant.)	
)	
_____)	

On _____, defendant's case was referred to the undersigned United States District Judge to enable defendant's participation in the Conviction and Sentence Alternatives ("CASA") program. On _____, defendant entered a guilty plea to count _____ of the _____ pursuant to a plea agreement authorizing post-guilty plea diversion to enable participation in the CASA program. Under the CASA program, defendant's compliance with the terms of post-guilty plea diversion is overseen by the CASA Program Team. The CASA Program Team, including the undersigned United States District Judge, has determined that defendant has successfully completed the CASA program and therefore should receive the benefits specified in defendant's plea agreement.

1 IT IS HEREBY ORDERED that, based on defendant's successful completion
2 of the CASA program, in accordance with the terms of defendant's plea agreement:

3 (a) defendant is referred to the United States Probation Department for
4 preparation of a Presentence Report; and (b) defendant's sentencing is scheduled
5 before the undersigned United States District Judge for _____,
6 at _____, at which time, based on defendant's successful completion of the
7 CASA program, pursuant to the terms of defendant's plea agreement, and subject
8 to defendant's continued compliance with the terms of defendant's pretrial
9 supervision, the court will impose a sentence that does not include a term of
10 imprisonment, the other terms of sentence to be determined at that time.

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13 DATED:

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15 HON.
16 United States District Judge
17 CASA Program Judicial Officer
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EXHIBIT 10

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	No.
)	
Plaintiff,	)	ORDER TERMINATING
	)	DEFENDANT'S PARTICIPATION IN
v.	)	CASA PROGRAM
)	
)	
Defendant.)	
)	
_____)	

On _____, defendant's case was referred to the undersigned United States District Judge to enable defendant's participation in the Conviction and Sentence Alternatives ("CASA") program. On _____, defendant entered a guilty plea to count _____ of the _____ pursuant to a plea agreement authorizing post-guilty plea diversion to enable participation in the CASA program.

Based on defendant's conduct while participating in the CASA program voluntary election to terminate defendant's participation in the CASA program, it has been determined that defendant should be terminated from further participation in the CASA program.

1 IT IS HEREBY ORDERED that defendant is terminated from further
2 participation in the CASA program.

3 IT IS HEREBY FURTHER ORDERED that: (a) defendant is referred to the
4 United States Probation Department for preparation of a Presentence Report;
5 (b) defendant's sentencing is scheduled before the undersigned United States
6 District Judge for _____

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12 DATED: _____

13 HON.
14 United States District Judge
15 CASA Program Judicial Officer
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EXHIBIT 2
CASA PROGRAM SUMMARY

Conviction And Sentence Alternatives Program Central District of California



The U.S. District Court, U.S. Pretrial Services Agency, U.S. Attorney's Office (USAO), and Federal Public Defender's Office (FPDO) have designed the new Conviction And Sentence Alternatives (CASA) Program, which will seek to provide rehabilitative services to selected defendants. The CASA program is a *post-guilty plea diversion program*. Potential participants will be identified by the CASA program team. Participation will be entirely voluntary and must be approved by the judge assigned the defendant's criminal case.

A defendant who agrees to participate and whose participation is approved by the CASA program team and the assigned judge will have his or her case transferred to one of the judges overseeing the CASA program (the "CASA Judge"). At this point, the defendant will enter a guilty plea pursuant to a Rule 11(c)(1)(C) plea agreement that requires participation in the CASA program and specifies the benefit to be received if the program is successfully completed. After entering a guilty plea, each participant will be subject to intensive pretrial services supervision. The conditions of supervision will include regular appearances before the CASA program team, as well as participation in programs designed by the CASA program team to address the causes of the defendant's criminal conduct (substance abuse and/or mental health treatment programs, employment/education services, etc.). Program participation will last between 12 and 24 months. Each defendant determined by the CASA program team to have successfully completed the program will receive the benefit specified in his or her plea agreement, including either:

- (a) dismissal of the charges; or
- (b) a sentence reduction to a sentence that does not include a term of imprisonment.

Defendants who fail to successfully complete the program will proceed to sentencing before the CASA Judge on the charges to which they entered guilty pleas.

The court has approved the CASA program to run as a pilot for 24 months in each of the court's three divisions with a limited number of participating defendants. As currently planned:

- (a) in Los Angeles, the program will run under the supervision of Judge Pregerson and Judge Gee;
- (b) in Riverside, the program will run under the supervision of Judge Phillips; and
- (c) in Santa Ana, the program will run under the supervision of Judge Carney.

The CASA program's operations will be overseen by the CASA program team (one team in each division) made up of the supervising CASA Judge and designated representatives from Pretrial Services, the USAO, and the FPDO. The CASA program's operations will include:

- (a) regular meetings to review prospective participants and select those who will participate in the program;
- (b) design of the programs to be completed by particular participants;
- (c) preparation for and attendance at regular court sessions to be conducted as part of the CASA program;
- (d) decisions regarding rewards for successes and sanctions for failures while defendants are participating in the CASA program; and
- (e) determinations of whether each defendant has successfully completed the CASA program and should receive the benefit specified in the plea agreement, namely, dismissal or a sentence reduction.

There are no fixed criteria for selecting defendants for participation in the program; however, it is anticipated that the most likely candidates will generally fall into one of two categories:

- (1) Candidates with minimal criminal histories for whom the current criminal conduct, though serious enough to warrant a felony charge as opposed to pre-charge diversion, appears to be an aberration that could appropriately be addressed by a period of supervision with terms including:
- restorative penalties such as restitution and community service; and, where appropriate,
 - programs intended to address any contributing causes for the aberrational criminal conduct, such as substance abuse, behavioral issues, or lack of education or employment training.

Defendants falling into this category include those with minimal criminal histories charged with crimes such as:

- (a) relatively minor benefit, credit card, or identity fraud offenses;
- (b) relatively minor mail thefts; or
- (c) other fraud and narcotics offenses in which the defendant played a minor role.

- (1) Candidates (even those with more serious criminal histories) whose criminal conduct appears primarily motivated by substance abuse or similar issues, and who may therefore be deterred from future criminal conduct by a period of intensive treatment or services under court supervision.

Defendants falling into this category include those believed to have committed crimes to feed an underlying substance abuse habit, and charged with:

- committing bank robberies not involving firearms or specific acts of violence;
- mail theft; or
- credit card fraud.

Defendants generally excluded from participation in the CASA program include those:

- (a) subject to removal by immigration authorities;
- (b) involved in child exploitation offenses, including possession or distribution of child pornography; or
- (c) with more than minor involvement in large scale fraud or narcotics distribution or specific acts of violence.

Selection of candidates will be by consensus of the CASA program team. Each agency representative, including the CASA Judge, will have the ability to veto participation. In addition, as noted above, a defendant's participation in the CASA program will also be subject to approval by the judge initially assigned the defendant's criminal case.

Primary CASA contacts:

George S. Cardona, USAO (213) 894-8323
Hilary Potashner, FPDO (213) 894-4453
Calvin Thomas, USPSA (213) 894-8212

Footnote: The CASA program is a follow-up to the Central District's Substance Abuse Treatment And Reentry ("STAR") program. The STAR program provides rehabilitative services to offenders with substance abuse issues who have served their custodial sentences and are on supervised release. The U.S. District Court, U.S. Probation Office, United States Attorney's Office and Federal Public Defender's Office have been participating in the STAR program since 2010, and it has been a great success.