



JI-ID-002-002

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Attorneys for Defendants Cassia County,  
Billy Crystal, Weldon Beck, Norman Dailey  
and John Adams

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

JOHN DOE, a minor, by and through )  
JANE DOE, his Next Friend, on )  
behalf of himself and all others )  
similarly situated, )

Plaintiffs, )

v. )

MINIDOKA COUNTY, IDAHO; RAY )  
JARVIS, in his official capacity )  
as Sheriff of Minidoka County, )  
Idaho; NORMAN SEIBOLD, LYLE BARTON, )  
CLARENCE BELLEM, in their )  
official capacities as County )  
Commissioners of Minidoka County, )  
Idaho, CASSIA COUNTY, IDAHO; )  
BILLY CRYSTAL, in his official )  
capacity as Sheriff of Cassia )  
County, Idaho; WELDON BECK, NORMAN )  
DAILEY, and JOHN ADAMS, in their )  
official capacities as County )  
Commissioners of Cassia County, )  
Idaho, )

Defendants. )

CIV. No. 87-1356  
SETTLEMENT AGREEMENT

WHEREAS, Plaintiffs JOHN DOE, a minor, by and through  
JANE DOE, his Next Friend, on behalf of himself and all others  
similarly situated, filed a lawsuit against DEFENDANTS CASSIA

COUNTY, BILLY CRYSTAL, WELDON BECK, NORMAN DAILEY and JOHN ADAMS, through their attorneys, James Bell, Carol Shauffer and Mark Soler of the Youth Law Center and Joseph Stanzak, local counsel, by filing of an Amended Complaint on or about March 11, 1988; and

WHEREAS, the allegations of Plaintiffs' Amended Complaint sought declaratory, injunctive and other equitable relief related to the Defendants' allegedly improper policies and practices of confining juveniles in the Cassia County Jail; and

WHEREAS, said Defendants have discontinued the practice of confining juveniles in the Cassia County Jail, Plaintiffs and Defendants have agreed to the following:

1. This Court has jurisdiction over this matter.
2. This action is properly maintained as a class action under Rules 23 (a) and (b) of the Federal Rules of Civil Procedure. The plaintiff class consists of all juveniles who were detained in the Cassia County jail since December 1986,
3. Upon entry of this Consent Decree by the Clerk of this Court, the defendants agree to cease utilizing the Cassia County Jail as well as any other County Jail that detains adults, for the incarceration of pre and post adjudication juveniles, except for those juveniles who have been certified for prosecution as adults.
4. The Consent Decree has permanent, perpetual and binding effect upon defendants, their officers, successors in office, employees, agents and assigns and the directives contained herein and the relief granted is and shall be fully enforceable as

between the parties and any juveniles not certified to adult court that may be subject to incarceration in the Cassia County Jail.

5. Defendants are currently contracting with a private facility to provide detention facilities for the detention of pre and post adjudicatory juveniles from their jurisdiction. Plaintiffs' attorneys have inspected that facility, have met with its operators and will communicate directly with that facility regarding any concerns they may have regarding its operation. In the event Plaintiffs' attorneys become aware of any information regarding that facility which may impact these Defendants, they will promptly notify Defendants of all such information.

6. The parties hereto agree that, with the exception of the issue of attorney fees and costs associated with the prosecution of this litigation, which will be addressed in a separate agreement, this Settlement Agreement fully resolves all other issues raised in the Amended Complaint by the named Plaintiffs and the class they represent against these Defendants. In the event that the named Plaintiffs and these Defendants are unable to resolve the issue of attorney fees, and costs, they specifically reserve the right to present those issues, and any matters related thereto, to the Court for resolution at a future date.

7. This Agreement is not to be construed as an admission of liability on the part of said Defendants and any payments or agreements made hereunder or hereafter pursuant to

any related agreement constitute the compromise of a doubtful and disputed claim and are intended to avoid litigation and buy said Defendants' peace.

8. The parties hereto expressly agree that the terms of this Agreement shall remain confidential, absent the express written agreement of both parties, except that a breach of the terms of this Agreement may constitute waiver of said confidentiality agreement, for the limited purpose of bringing this Agreement before a court of competent jurisdiction to enforce the parties rights hereunder.

9. Implementation and enforcement. (a) This Settlement Agreement is binding upon the parties hereto and, in the event of an alleged breach or in the event any provision causes a result unintended by the parties, or causes an ambiguous interpretation, the aggrieved party shall, as soon as reasonably possible, notify the other party in writing of the alleged breach, unintended result or ambiguous interpretation. Such written notification shall include a statement of facts sufficient to identify the alleged breach, unintended result or ambiguous interpretation. Upon receipt of such written notice, the parties shall have thirty (30) days to make a good faith effort to negotiate a settlement to the problem between themselves. If the parties are unable to reach an agreement within those thirty (30) days, the issue may then be submitted to the Court for assistance through a status conference to resolve the issue.

(b) The parties agree that in the event of a dispute between them regarding the terms and conditions of this Agreement, they will provide written notice to the other of the alleged dispute, including a statement of facts sufficient to identify their dispute and to make it possible for them to attempt to resolve the matter through negotiation. In the event that they are unable to resolve the matter within thirty (30) days, the parties agree to seek this Court's assistance through a status conference, to resolve the issue.

(c) No action may be brought by either of the parties to enforce this Agreement until thirty (30) days after written notification of recognition of an alleged breach, unintended result, an ambiguous interpretation or dispute regarding the terms and conditions of this Agreement. The parties agree to exhaust these administrative remedies prior to requesting assistance from the Court and the parties expressly agree that neither shall be entitled to attorney fees or costs if they fail to negotiate and/or exhaust these administrative remedies prior to seeking the Court's assistance in resolving any dispute regarding this Agreement.

(d) It is expressly understood and agreed by the parties hereto, that the object of this Settlement Agreement is to obtain compliance herewith.

(e) In the event that the Defendants learn that any portion of this Settlement Agreement is totally impossible to comply with, Defendants shall notify Plaintiffs' counsel as soon

as reasonably possible of such impossibility and shall include in such notification the following:

- (1) The precise provision of this agreement with which they cannot comply.
- (2) The reason why said compliance cannot take place.
- (3) A statement of an alternative plan for compliance or an equivalent, if possible.
- (4) An estimate of the time necessary to fully comply with the referenced provision.
- (5) If it is contended that any such provision cannot, under any circumstances be complied with, an explanation of the reason why compliance is impossible.
- (6) Upon receipt of such notification, the parties hereto will attempt to resolve such issues in accordance with the negotiation process set forth previously herein. In the event they are unable to resolve the issue within thirty (30) days, the issue may be submitted to the Court for its assistance in achieving a resolution through a status conference, or if they Court refuses to hear the matter on that basis, by the filing of a legal action to enforce this Agreement.

10. The Defendants are not precluded from challenging any of the conditions or restrictions in this consent judgement which may be modified by subsequent law.

11. This Agreement contains the entire agreement between the parties hereto and all verbal discussions are merged into this Agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT,  
FULLY UNDERSTAND IT AND UNDERSTAND THAT IT IS CONTRACTUALLY  
BINDING.

\_\_\_\_\_  
JOHN DOE, A Minor, by and  
through JANE DOE, his next  
friend, on behalf of himself  
and all others similarly  
situated.

AGREED TO AND APPROVED AS TO  
FORM AND CONTENT BY:

\_\_\_\_\_  
JAMES BELL, Attorney at Law,  
of the Youth Law Center,  
Attorneys for the Plaintiffs

\_\_\_\_\_  
JOSEPH STANZAK, Attorney at  
Local counsel for  
Plaintiffs

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN DOE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF IDAHO )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN ADAMS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me

\_\_\_\_\_  
JOHN ADAMS, Chairman of  
the Cassia County Board  
of County Commissioners

AGREED TO AND APPROVED AS  
TO FORM AND CONTENT BY:

\_\_\_\_\_  
STEPHEN BYWATER, Cassia  
County Prosecuting  
Attorney

\_\_\_\_\_  
DAVID SASSER, Of the Law,  
Firm, Hamlin & Sasser,  
P.A., Attorneys for  
Defendants

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_

that he executed the same, for himself and as the authorized representative of all other Defendants.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho.