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11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA

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14
15 EMILY ROBINSON, et al.,

16 Plaintiffs,

17 vs.

18 SACRAMENTO COUNTY, et al.,

19 Defendants.

CASE NO: CIV.S-04-1617 FCD/PAN

STIPULATION OF SETTLEMENT

20 KIMBERLY KOZLOWSKI, et al.,

21 Plaintiffs,

22 vs.

23 SACRAMENTO COUNTY, et al.,

24 Defendants.

CASE NO: CIV.S-04-2381 FCD DAD

25 Plaintiffs EMILY ROBINSON, HEATHER HARRISON, RYAN PRICE, KIMBERLY
26 KOZLOWSKI, JASMINE TAGGART and ALICIA ANDERSON, in addition to Class Members
27 KRYSTAL WILSON and DEMETRIA FOWLER, who have also participated actively in the
28 litigation of this matter and will be treated as included in the term “Representative Plaintiffs” as used

1 in this Stipulation of Settlement, individually and on behalf of the settlement class defined herein,
2 and Defendants SACRAMENTO COUNTY, SACRAMENTO COUNTY PROBATION
3 DEPARTMENT, SACRAMENTO COUNTY CHIEF PROBATION OFFICER VERNE SPEIRS,
4 and SACRAMENTO COUNTY ASSISTANT CHIEF PROBATION OFFICER SUZANNE
5 COLLINS (hereinafter referred to as “Parties”), by and through their respective counsel, hereby
6 submit the following Stipulation of Settlement.

7 **I.**

8 **RECITALS**

9 On or about August 10, 2004, plaintiff EMILY ROBINSON, a minor, filed a class action
10 complaint against Defendants, amended on August 13, 2004, and August 18, 2004, to add additional
11 Plaintiffs HEATHER HARRISON and RYAN PRICE, challenging the Defendants’ policy of strip
12 searching juveniles at Sacramento County Juvenile Hall. On November 5, 2004, plaintiff
13 KIMBERLY KOZLOWSKI filed her class action complaint against the same Defendants in the
14 *Robinson* case, also alleging that strip search policies and practices at the County’s Juvenile Hall
15 violated state and federal statutory and constitutional rights. The *Kozlowski* complaint was amended
16 on November 30, 2004, to add minor Plaintiffs JASMINE TAGGART and ALICIA ANDERSON.
17 Ms. Anderson filed a class tort claim against the County of Sacramento on September 8, 2004, and
18 JASMINE TAGGART filed her class tort claim against the County of Sacramento on September 15,
19 2004. The cases were declared “related” and assigned to the Honorable Frank C. Damrell, Jr.
20 Defendants filed timely answers to the complaint denying allegations of wrong doing or liability.

21 The Parties entered into extensive discovery which included exchange of documents,
22 preparation of and responses to request for production of documents, interrogatories and depositions.

23 On September 29, 2004, Defendants promulgated revised strip search policies regarding the
24 conduct of strip searches that conform with state and federal law. Copies of the defendants’ revised
25 policies relating to the strip search of juveniles at Sacramento County Juvenile Hall are attached
26 hereto as **Exhibit 1**.

27 On September 1, 2005, October 26 and 27, 2005, and November 22, 2005, the Parties
28 participated in mediation sessions presided over by the Honorable Raul A. Ramirez (retired) and

1 agreed to this Stipulation of Settlement which, subject to the approval of the Court, settles this action
2 in the manner and upon the terms set forth below and fully resolves the dispute.

3 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the
4 Parties as follows:

5 **II.**

6 **DEFINITIONS**

7 1. “Administrator” means Gilardi and Co., LLC, P.O. Box 1110, Corte Madera, CA
8 94976-1110, to be appointed by the Court to provide notice to the members of the class and to
9 review and determine the validity and value of claims submitted by Settlement Class Members
10 (“SCMs”), according to the procedures set forth herein.

11 2. The “Bar Date” is the date established by the Court by which any SCM who wishes
12 to receive payment pursuant to the Stipulation of Settlement must file his/her Claim Form(s),
13 objections to this Stipulation of Settlement, or request to be excluded from the class (opt-out).

14 3. “Charge List” means the list of charges attached hereto as **Exhibit 2**.

15 4. The “Claim Form” is the form required to be used to make a claim for payment under
16 this settlement. A copy of the proposed Claim Form is attached as **Exhibit 3**.

17 5. “Class Counsel” means The Law Office of Mark E. Merin, and Mark E. Merin,
18 attorney, 2001 P Street, Suite 100, Sacramento, CA 95814.

19 6. The “Class Notice” means the notice in the form attached hereto as **Exhibit 4** (Notice
20 by Mail); such other summary notice(s) to be published in newspapers serving the Sacramento
21 County area and posted in the following juvenile facilities operated by Sacramento County:

22 Sacramento County Boys Ranch
23 14049 Boys Ranch Road
24 Sloughhouse, CA 95683

25 Community Programs
26 3201 Florin-Perkins Road
27 Sacramento, CA 95826

28 Juvenile Hall
9601 Kiefer Boulevard
Sacramento, CA 95827

1 Juvenile Intake
2 9601 Kiefer Boulevard
3 Sacramento, CA 95827

3 Warren E. Thornton Youth Center
4 4000 Branch Center Road
5 Sacramento, CA 95827

5 William K. Morgan Assessment Center
6 3990 Branch Center Road
7 Sacramento, CA 95827

7 7. The “Class Period” is January 1, 1998, through and including October 1, 2004.

8 8. The “Database” is the information provided in hard copy and/or electronic form by
9 Defendants to the Administrator and Class Counsel which includes, to the extent practicable, the
10 name, last known addresses, date of birth, social security number, date(s) of booking, charge(s) and
11 information reflecting whether the SCM was on searchable probation at the time of booking of all
12 SCMs arrested during the Class Period, together with the name(s), last known address(es), and social
13 security number(s) of all parents and/or guardians of SCMs arrested during the Class Period.

14 9. “Debts Owed to the County” shall mean any financial obligation which would be
15 collected by the Sacramento County Department of Revenue and Recovery, any Debt Owed to the
16 County of Sacramento for unpaid work furlough fees and/or any Debt Owed to the County of
17 Sacramento or State of California for unpaid child support.

18 10. The “Effective Date” means the date upon which a judgment entered by the Court
19 approving the Stipulation of Settlement becomes final. The judgment will be deemed final only
20 upon expiration of the time to appeal or, if a Notice of Appeal is filed, upon exhaustion of all appeals
21 and petitions for Writ of Certiorari.

22 11. “Non-VDW Misdemeanor Offense” means a misdemeanor, infraction, ordinance or
23 lesser offense arrest charge not listed on the Charge List.

24 12. “Non-VDW Felony Offense” means a felony arrest charge not listed on the Charge
25 List.

26 13. An “Opt-Out” is any potential Settlement Class Member who files a timely request
27 for exclusion as specified in **Paragraph 48**.

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1 14. “Released Persons” means the Defendants and their predecessors, successors, and/or
2 assigns, together with past, present, and future officials, employees, representatives, attorneys and/or
3 agents of the County of Sacramento or Sacramento County Probation Department.

4 15. The “Settlement Class” means all of those persons who are members of the following
5 defined class and/or sub-classes who, during the class period identified in **Paragraph 7** above, were
6 booked at Sacramento County Juvenile Hall, assigned to a Unit, and strip searched at the facility:

7 a. All juveniles booked and assigned to a Unit at Sacramento County Juvenile
8 Hall and strip searched, including juveniles strip-searched in groups, during
9 the Class Period;

10 b. The sub-class of juveniles who, during the Class Period, were booked on
11 misdemeanor, infraction, ordinance violation, or other non-felony offenses
12 not involving violence, drugs or weapons, assigned to a Unit, and strip
13 searched during the period of their incarceration;

14 c. The sub-class of all juveniles who, during the Class Period, were booked at
15 Sacramento County Juvenile Hall on felony charges not involving violence,
16 drugs or weapons, assigned to a Unit, and strip searched during the period of
17 their incarceration.

18 16. A “Settlement Class Member” (“SCM”) means any member of the Settlement Class,
19 including representatives, successors and assigns, who does not file a valid and timely Request for
20 Exclusion as provided in **Paragraph 48** of this Stipulation of Settlement.

21 17. “Special Master” shall mean the Honorable Raul A. Ramirez (Ret.) appointed by the
22 Court to preside over this Stipulation of Settlement. The Special Master shall have power to make
23 decisions in all matters pertaining to the administration and enforcement of the Stipulation of
24 Settlement, subject to review by the Court upon request of any party.

25 18. This Stipulation of Settlement is for settlement purposes only, and neither the fact of,
26 nor any provision contained in this Stipulation of Settlement or its exhibits, nor any action taken
27 hereunder shall constitute, be construed as, or be admissible in evidence as any admission of the
28 validity of any claim or any fact alleged by Plaintiffs or SCMs in this action or in any other pending

1 action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants
2 or admission by Defendants of any claim or allegation made in this action or in any other action, nor
3 as an admission by any of the Plaintiffs, SCMs or Class Counsel of the validity of any fact or defense
4 asserted against them in this action or in any other action. Defendants deny all allegations of
5 wrongdoing and deny any liability to Plaintiffs or to any other Class Members. The Parties have
6 agreed that, in order to avoid long and costly litigation, this controversy should be settled pursuant
7 to the terms of this settlement, subject to the approval of the Court.

8 III.

9 TERMS AND EFFECT OF STIPULATION OF SETTLEMENT

10 19. The parties will file a proposed stipulated protective order concurrently with the
11 motion for preliminary approval of this Stipulation of Settlement to allow personnel of the
12 Sacramento County Probation Department to provide the name, last known address, and other
13 necessary data of all SCMs to Class Counsel and the Claims Administrator. This information is
14 privileged and confidential. The Defendants may, in their sole discretion, withdraw from the
15 Stipulation of Settlement if the Court does not enter that order.

16 20. On or about the Effective Date, the parties will submit all appropriate papers to
17 dismiss Case No. CIV S-04-1617 FCD/PAN and Case No. CIV S-04-2381 FCD/DAD, in the United
18 States District Court for the Eastern District of California.

19 21. The Parties agree, solely for the purpose of this settlement and implementation, that
20 the within related actions shall proceed as class actions, with the Settlement Class as defined in
21 **Paragraph 15**, and that attorneys for the class are Class Counsel as defined in **Paragraph 5**; but if
22 such settlement fails to be approved or otherwise fails to be consummated, then this Stipulation of
23 Settlement is hereby withdrawn.

24 22. SCMs who comply with the requirements set forth in this Stipulation of Settlement
25 will be paid specified sums determined by the procedures set forth herein in full satisfaction of all
26 claims.

27 23. The Stipulation of Settlement, as of the Effective Date, resolves in full all claims
28 against the Released Persons by all of the SCMs, including the named Plaintiffs EMILY

1 ROBINSON, HEATHER HARRISON, RYAN PRICE, KIMBERLY KOZLOWSKI, JASMINE
2 TAGGART, ALICIA ANDERSON, KRYSTAL WILSON and DEMETRIA FOWLER, involving
3 violation of their Fourth Amendment rights or of any other federal, state or local law, regulation,
4 duty, or obligation which are based upon or could be based upon or arise from the facts alleged in
5 Case No. CIV.S 04-1617 FCD/DAD and/or Case No. CIV.S 04-2381 FCD/DAD filed in the United
6 States District Court, Eastern District of California. When the Stipulation of Settlement is final, as
7 of the Effective Date, all SCMs, including the named Plaintiffs, hereby release all such claims.

8 24. The Parties agree that the Court, by preliminarily approving the Stipulation of
9 Settlement, will be certifying the class as defined in **Paragraph 15**, as the Settlement Class, subject
10 to final approval of the settlement at the Fairness Hearing and that the Court shall retain exclusive
11 and continuing jurisdiction of the action, Parties, SCMs, Special Master and the Administrator to
12 interpret and enforce the terms, conditions and obligations under this agreement.

13 25. This is a full and final Release applying to all unknown and unanticipated injuries,
14 deaths or damages arising out of the events described in **Paragraph 23** as well as those now known
15 or disclosed, the named Plaintiffs in each SCM waives all rights or benefits which he or she now has
16 or in the future may have under the terms of California Civil Code section 1542, which reads:

17 “A general release does not extend to claims which the creditor does
18 not know or suspect to exists in his or her favor at the time of
19 executing the release, which if known by him or her must have
20 materially effected his or her settlement with the debtor.”

21 26. As of the Effective Date of this Stipulation of Settlement, the SCMs, including the
22 named Plaintiffs, hereby waive any and all rights to pursue, initiate, prosecute, or commence any
23 action or proceeding before any court, administrative agency or other tribunal, or to file any
24 complaint with regard to acts or commission or omission by the Released Persons respecting such
25 SCMs with respect to any strip search by Defendants during their confinement at juvenile hall which
26 occurred during the Class Period.

27 27. This Stipulation of Settlement contains all the terms and conditions agreed upon by
28 the Parties hereto regarding the subject matter of the instant proceeding, and no oral agreement

1 entered into at any time nor any written agreement entered into prior to the execution of this
2 Stipulation shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions
3 contained herein, except as expressly provided herein.

4 28. Each SCM shall be deemed to have submitted to the jurisdiction of the Court.

5 29. No Opt-Out shall share in any monetary benefits provided by this Stipulation of
6 Settlement.

7 30. This agreement is subject to and conditioned upon the final approval of this
8 Stipulation of Settlement and the issuance of the final order and judgment of dismissal, by the United
9 States District Court, Eastern District of California, providing the below specified relief, which relief
10 shall be pursuant to the terms and conditions of this Stipulation of Settlement and the Parties'
11 performance of their continuing rights and obligations hereunder. The order and judgment will be
12 deemed final only upon expiration of the time to appeal, or, if a Notice of Appeal is filed, upon
13 exhaustion of all appeals and petitions for writs of certiorari. Such final order and judgment shall:

14 a. Dismiss with prejudice all complaints in the actions as to the Released
15 Persons;

16 b. Order that all SCMs are enjoined from asserting against any Released Person,
17 any and all claims which the SCMs has, had, or may have in the future arising
18 out of the facts alleged in the related complaints;

19 c. Release each Released Person from the claims which any SCM has, had or
20 may have in the future, against such Released Person arising out of the facts
21 alleged in the related complaints;

22 d. Determine that this Stipulation of Settlement is entered into in good faith, is
23 reasonable, fair and adequate, and is in the best interest of the Class; and

24 e. Reserve the Court's continuing and exclusive jurisdiction over the Parties to
25 this Stipulation of Settlement, including Defendants and all SCMs, to
26 administer, supervise, construe and enforce the Stipulation of Settlement in
27 accordance with the terms for the mutual benefit of all the Parties.

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1 39. The Administrator will determine the total possible points which could be obtained
2 by the class members if all eligible SCMs filed claims. At the conclusion of the Claims Period, the
3 total number of points attributed to all SCMs who submit claims will be totaled and if the total
4 equals or exceeds ten percent (10%) of the total possible points, the amount of money available for
5 distribution to the Class Members other than Representative Plaintiffs (\$4 million dollars) shall be
6 divided by the total number of points of SCM's who submit claims to arrive at the value of each
7 point. Each SCM's claim will then be valued by taking the point value and multiply it by the number
8 of points assigned to that SCM's claim. If the total number of points of SCM's who submit claims
9 is less than ten percent (10%) of the total number of possible points which could be obtained if all
10 class members submitted claims, each point shall be valued at Five Hundred Dollars (\$500.00) and
11 the claims paid as set out below. Any unclaimed Funds shall be returned to Defendants or their
12 designee.

13 40. All SCMs will receive payments specified herein for each booking and assignment
14 to a Unit which occurred during the Class Period.

15 41. Any SCM who fails to submit a Claim Form completed in accordance with the
16 instructions contained therein by the Bar Date or any other Court mandated extension, shall be
17 forever barred from receiving any payment pursuant to the Stipulation of Settlement. Such SCM
18 shall in all other respects be bound by all of the terms of the Stipulation of Settlement, and the
19 judgment entered herein, including but not limited to the release of all Released Persons of all claims
20 resolved herein.

21 42. The Administrator will determine the point value to be assigned to each eligible SCM
22 based upon the Administrator's review of the Claim Forms and the information in the database
23 provided by Defendants.

24 43. Claim Forms of all SCMs who have not attained the age of 18 at the time the Claim
25 Form is submitted shall be signed by a parent or guardian, or by the minor if the minor does not have
26 ready access to a parent or guardian at the time the claim form is submitted. The checks distributed
27 to the SCMs who have not attained the age of 18 at the time the checks are mailed shall be made out
28 jointly to the SCM and the parent or guardian, if any, who signs the Claim Form and the parent or

1 guardian will be instructed that the Court ordered funds are to be placed in a blocked account until
2 the minor turns 18. If the claim was submitted signed only by a minor SCM and the SCM is under
3 the age of 18 at the time the checks are mailed, the check will be made payable to the Law Office
4 of Mark E. Merin in trust for the SCM and mailed to the Law Office of Mark E. Merin to be held
5 in trust for that minor until the minor attains the age of eighteen (18) at which time the funds shall
6 be distributed to the SCM.

7 VI.

8 PAYMENT OF DEBTS OWED TO THE COUNTY FROM AWARDS

9 44. Any award to SCMs shall be subject to any Debts Owed to the County and Court
10 ordered restitution. The Defendants shall provide to the Claims Administrator, with a copy to Class
11 Counsel, a list of all qualified SCMs who have Debts Owed to the County as defined in **Paragraph**
12 **9** and who submit valid claims, with the amount of the Debt Owed to the County and/or Court
13 ordered restitution specified. The Claims Administrator is directed to deduct from each SCM's
14 award the amount of the specified Debt Owed to the County, up to a maximum of fifty percent (50%)
15 of the SCM's award. The SCMs' awards shall be subject to reduction for entire amount of any Court
16 ordered restitution payments. The Claims Administrator shall reduce the SCMs' payments and
17 forward to Sacramento County the amount of unpaid restitution specified by the Court orders.
18 Copies of the information related to the restitution and the reduction of claims awards shall be
19 provided to the SCMs with copies to Class Counsel. Any SCM may submit a written objection to
20 the Debt Owed to the County or restitution order within thirty (30) days of the date that settlement
21 checks are distributed. The written objection shall specify the grounds for the objection and copies
22 shall be sent to Class Counsel and Defendants Counsel. In the event that the SCM, Class Counsel
23 and Defense Counsel cannot informally resolve the objection then the objection will be submitted
24 to the Special Master.

25 VII.

26 GENERAL CLAIM PROCEDURES

27 45. To receive payment, an SCM shall be required to submit to the Claims Administrator
28 an executed Claim Form, signed under penalty of perjury. If the SCM has not attained the age of 18

1 by the time the Claim Form is submitted, the Claim Form must be submitted under penalty of perjury
2 by a parent or guardian of the SCM if one is readily available to the SCM at the time the Claim Form
3 is submitted. If a parent or guardian of an SCM under the age of eighteen (18) is not readily
4 available to the SCM, the SCM may sign and submit the Claim Form under penalty of perjury.

5 46. The Claim Form shall be submitted by first class mail and shall be deemed submitted
6 upon the date of the postmark thereon.

7 47. SCMs who submit claims and whose names appear on the database will be paid by
8 mail at the address specified on the Claim Form. The Representative Plaintiffs shall be deemed fully
9 compensated by the distribution for them to Class Counsel of \$280,000 (Two Hundred Eighty
10 Thousand Dollars) and they shall not be permitted or required to submit Claim Forms.

11 VIII.

12 EXCLUSION FROM THE SETTLEMENT CLASS

13 48. Any potential SCM who wishes to be excluded from the Settlement Class must file
14 a Request for Exclusion from the class with the Clerk of the Court, on or before the Bar Date or as
15 the Court may otherwise direct. An SCM who has not attained the age of 18 at the time the Request
16 for Exclusion is filed, must file such a request signed by the SCM's parent or guardian under penalty
17 of perjury. Representative Plaintiffs, including those who executed retainer agreements and will
18 receive a portion of the funds allocated for the Representative Plaintiffs, will not request exclusion
19 pursuant to this paragraph.

20 49. Any potential SCM who does not timely file a Request for Exclusion shall
21 conclusively be deemed to have become an SCM and to be bound by this Stipulation of Settlement
22 and by all subsequent proceedings, orders, and judgments herein.

23 50. Any SCM who does not elect to be excluded from the Settlement Class may, but need
24 not, enter an appearance through his or her own attorney. SCMs who do not enter an appearance will
25 be represented by Class Counsel.

26 51. The Defendants may, in their sole discretion, withdraw from the Stipulation of
27 Settlement if the number of Opt Outs exceeds 40. Defendants will advise the Court of their election
28 by 15 (fifteen) days prior to fairness hearing. There shall be no reduction for the first 15 claimants

1 who opt-out. The Payment Fund will be reduced by ten thousand dollars (\$10,000.00) for each
2 claimant who opts out between 16 and 40. If Defendants withdraw pursuant to this provision of
3 Stipulation of Settlement, the Stipulation of Settlement will be null and void.

4 **IX.**

5 **OBJECTING TO THE PROPOSED SETTLEMENT**

6 52. Any SCM who does not elect to be excluded from the Settlement Class may, but need
7 not, submit comments or objections to the proposed settlement. The Court will enter an appropriate
8 order setting forth the procedure for SCMs to submit comments or objections to the proposed
9 settlement.

10 **X.**

11 **ATTORNEYS FEES AND COSTS**

12 53. Class Counsel shall receive a total award of \$1,500,000 (One Million, Five Hundred
13 Thousand Dollars) for attorney fees, costs and expenses incident to prosecuting this action, inclusive
14 of any costs and fees incurred in seeking final approval of this Stipulation of Settlement and the
15 defense thereof in any court or jurisdiction. Payment will be made as follows: Seven Hundred Fifty
16 Thousand Dollars (\$750,000.00) will be paid within thirty (30) days of the Effective Date by check
17 made payable to the Law Office of Mark E. Merin and delivered to Class Counsel at 2001 P Street,
18 Suite 100, Sacramento, California 95814. The remaining Seven Hundred Fifty Thousand Dollars
19 (\$750,000.00) will be paid at the time of distribution of settlement funds to the SCMs by delivery
20 of a check made payable and delivered as specified above. This award is subject to the approval of
21 the Court.

22 **XI.**

23 **NOTICE**

24 54. Notice to SCMs defined in **Paragraph 15**, including a Claim Form with a postage
25 pre-paid return envelope, shall be by first class mail, postage prepaid, to all individuals whose
26 addresses are on record in databases maintained by Sacramento County Probation Department,
27 Sacramento County Sheriff's Department, or in the Inmate Profile System (IPS) or in the Criminal
28 Justice Information System (CJIS) maintained by Defendants and/or to such other, better addresses

1 identified by the Administrator. Defendants will search databases available to them reflecting
2 persons incarcerated at juvenile or adult facilities in the state of California and will provide such
3 addresses to the Administrator, subject to the protective order referred to in **Paragraph 19**. Both
4 Parties and the Administrator will exercise their best efforts to update and to verify addresses,
5 including but not limited to addresses of SCMs who are incarcerated. This paragraph shall not limit
6 further appropriate efforts to provide notice.

7 **XII.**

8 **POSTING OF NOTICE/DELIVERY OF CLAIM FORMS**

9 55. A Summary Notice in a form substantially similar to that attached hereto as **Exhibit**
10 **4** shall be posted, prominently, in areas visible to inmates/detainees in the following institutions:
11 Sacramento County Juvenile Hall, Sacramento County Boys Ranch, Neighborhood Alternative
12 Center, Warren E. Thornton Youth Center and the William K. Morgan Assessment Center. The
13 Summary Notices shall be posted within seven (7) days of the Court's preliminary approval of this
14 Stipulated Settlement and be posted continuously until the Bar Date. The Administrator will make
15 available to Defendants for transmittal to each institution at which Summary Notices are published,
16 sufficient numbers of Claim Forms so that the institutions posting notice may provide Claim Forms
17 and prepaid postage return envelopes to persons requesting them.

18 56. Follow-up reminder post cards shall be delivered by first class mail 45 days after
19 initial notice is given to the last known address of all SCMs who have not returned a Claim Form
20 by that date.

21 57. The Administrator shall cause to be published in the Sacramento Bee and the
22 Sacramento News and Review and in such free additional publications calculated to reach the SCMs,
23 once a week in each of three consecutive weeks notices in a form and manner agreed to by the
24 Parties describing this settlement, the claims procedure, and the procedure to object and/or to opt-out
25 of the settlement. If the Parties cannot agree on the wording of the Notice, the Special Master will
26 determine the content of the Notice to be published.

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61. In the event that the total charges against the Administration Fund does not exceed \$500,000.00 after all Claims have been paid, and all Administration has been completed, any remaining funds will be returned to Defendant County of Sacramento or its designee.

DATED: July 10, 2006

Respectfully submitted,

LAW OFFICE OF MARK E. MERIN


MARK E. MERIN, SBN 043849
Attorney for Plaintiffs

DATED: July 10, 2006

Respectfully submitted,

PORTER, SCOTT, WEIBERG & DELEPHANT


TERENCE J. CASSIDY, SBN 99180
Attorney for Defendants