

1 BARRETT S. LITT, SBN 45527
2 PAUL J. ESTUAR, SBN 167764
3 E-Mail: pestuar@littlaw.com
4 LITT, ESTUAR, HARRISON &
5 KITSON, LLP
6 1055 Wilshire Boulevard, Suite 1880
7 Los Angeles, California 90017
8 Telephone: (213) 386-3114
9 Facsimile: (213) 380-4585

FILED
CLERK, U.S. DISTRICT COURT
SEP 21 2007
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION BY DEPUTY

8 ROBERT MANN, SBN 48293
9 DONALD W. COOK, SBN 116666
10 E-Mail: doncook@earthlink.net
11 ATTORNEYS AT LAW
12 3435 Wilshire Blvd., Suite 2900
13 Los Angeles, CA 90010
14 Telephone: (213) 252-9444
15 Facsimile: (213) 252-0091

DANA ALDEN FOX, SBN 119761
BARBARA S. HUFF, SBN 148995
bhuff@lynberg.com
LYNBERG & WATKINS
A Professional Corporation
888 South Figueroa Street, 16th Floor
Los Angeles, California 90017-5449
Telephone: (213) 624-8700
Facsimile: (213) 892-2763

Attorneys For Plaintiffs

Attorneys for Defendants

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LOGGED

2007 SEP 20 PM 12:02
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

KAREN CRAFT, et al.,

Case No.: EDCV05-0359 SGL

Plaintiffs,

STIPULATED ORDER GRANTING
PRELIMINARY APPROVAL TO
CLASS SETTLEMENT; EXHIBITS

vs.

DATE: SEPTEMBER 14, 2007

COUNTY OF SAN
BERNARDINO, et al.,

TIME: 10:00 A.M.

CRTRM: ONE

Defendants.

DOCKETED ON CLERK
SEP 24 2007

130

1 Upon review and consideration of the Settlement Agreement (Exhibit A
2 hereto) and the exhibits attached thereto (the "Settlement Agreement") made and
3 entered into on September 18, 2007, between the Named Plaintiffs in the above-
4 captioned action (the "Class Representatives"), individually and as representatives
5 of the classes certified in this case, and the Defendants, County of San Bernardino
6 and Sheriff Gary Penrod, IT IS HEREBY ORDERED, ADJUDGED AND
7 DECREED THAT:

8 **I. PRELIMINARY APPROVAL OF SETTLEMENT**

9 1. This Order incorporates by reference the definitions in the Settlement
10 Agreement, a copy of which is attached to this Order as Exhibit A, and also
11 incorporates Exhibits B through E, thereto. All terms defined therein shall have the
12 same meaning in this Order.

13 2. The Settlement Agreement is hereby preliminarily approved, subject
14 to further consideration thereof at the Fairness Hearing provided for below. The
15 Court finds that the settlement amount of approximately \$25,500,000.00, and the
16 proposed allocation of the Class Fund as set forth in Exhibit B (the proposed Final
17 Order of Approval and Settlement) are within the range of what would constitute a
18 fair, reasonable, and adequate settlement in the best interests of the Class as a
19 whole, and that the terms of the Settlement Agreement satisfy the Federal Rules of
20 Civil Procedure 23(e) and due process requirements.

21 **II. DEADLINES FOR NOTICE, FILING OBJECTIONS AND OPT-
22 OUTS, AND DATE OF FAIRNESS HEARING**

- 23 3. The Court has set the following dates for purposes of this class action:
24 (a) Final class identifying information has already been provided to class
25 counsel in computerized form by the Defendants;
26 (b) Mailing Class and Settlement Notice to Class: Must be postmarked by
27 October 12, 2007;

- 1 (c) Posting the Notice and making copies of the Claim Form available
- 2 upon request by the Defendants on each Unit of each San Bernardino
- 3 County Jail: By October 19, 2007;
- 4 (d) Publication of summary notice by other methods: effected by October
- 5 19, 2007;
- 6 (e) Filing of Plaintiffs' Motion for Award of Attorney's Fees and Costs:
- 7 Must be filed by December 24, 2007;
- 8 (f) Filing of Class Members' Objections to any aspect of the Settlement
- 9 (including Plaintiffs' Motion for Award of Attorney's Fees and
- 10 Costs): Must be filed by January 14, 2008;
- 11 (g) Deadline to opt-out: Must be postmarked or received by January 14,
- 12 2008;
- 13 (h) Deadline for filing class claims: Must be postmarked or received by
- 14 January 14, 2008;
- 15 (i) Filing of Opposition or Reply to Objections (including to objections
- 16 to award of attorney's fees and costs): Must be filed by January 28,
- 17 2008; and
- 18 (j) Final Approval Hearing: February 4, 2008.

19 4. In the event that the class notice is not mailed and initially published
 20 within the time specified herein, the subsequent dates contained herein will be
 21 deferred for the number of additional days before such notice occurs without the
 22 need for additional court approval. However, the Court must approve any change
 23 of the date of the Final Approval Hearing.

24 **III. CERTIFICATION OF CLASS AND STRIP SEARCH CLASS**

25 5. The Court has previously certified Strip Search Classes under Fed. R.
 26 Civ. P. 23(b)(3). This is a class action, certified under Fed. R. Civ. P. 23(b)(3) for
 27 damages and monetary relief. Class members have a right to opt out of the

1 settlement. Based upon the stipulation of the parties, and agreement as to the
2 circumstances when potential class members were routinely strip searched, the
3 Court's original class certification has been refined into five certified classes,
4 defined as follows:¹

5 6. **Pre-Arrestment Strip Search Class.** San Bernardino County Jail
6 arrestees booked on offenses not involving weapons, violence or drugs who were
7 transferred from a local Type 1 jail (a Type 1 jail is a local detention facility used
8 for the detention of persons for not more than 96 hours excluding holidays after
9 booking) to a Type 2 jail (a Type 2 jail is a local detention facility used for the
10 detention of persons pending arraignment, during trial, and upon a sentence or
11 commitment) prior to arraignment and were, at the time of admission to the Type
12 2 jail, subjected to a strip search or visual body cavity search without reasonable
13 suspicion or probable cause to believe they were in possession of weapons or
14 drugs, pursuant to a blanket policy, practice or custom of Defendants of strip
15 searching all such arrestees. The class period for this class is May 3, 2003 –
16 December 11, 2006.

18
19 ¹ The class definitions herein supersede the definitions contained in the Court's
20 class certification order of October 11, 2006. These definitions are based on the
21 classes found unlawful by the Court in its December 7, 2006, summary judgment
22 order, and partially based upon agreement between the parties based on an analysis
23 of the strip search practices of the Defendants that, as a result of this litigation, to
24 the best of their knowledge have stopped. They have been slightly expanded based
25 upon negotiations between the parties. The original class definition adopted by the
26 court encompassed all pre-arrestment arrestees, but the parties agree that, based
27 on the discovery conducted in the case, not all pre-arrestment arrestees were
28 routinely strip searched. Similarly, some groups – such as the USM and Transport
Strip Search Classes – were not necessarily encompassed by the original strip
search class definition, but, based on the discovery conducted in the case, are
included within the settlement's scope.

1 7. **US Marshal [aka USMI] Strip Search Class.** San Bernardino County
2 Jail inmates who were in federal custody and who, pursuant to agreement between
3 the United States and San Bernardino County, were housed in a San Bernardino
4 jail facility, and who, upon being taken from federal to San Bernardino custody,
5 were strip searched by the San Bernardino County Sheriff's Office without
6 reasonable suspicion or probable cause to believe that they were in the possession
7 of weapons or drugs, pursuant to a blanket policy, practice of custom of
8 Defendants of strip searching all such transferees. The class period for this class is
9 May 3, 2003 – December 11, 2006.

10 8. **Transport Strip Search Class.** San Bernardino County Jail inmates
11 who were in the custody of another law enforcement agency, and who were
12 transferred to San Bernardino County custody to be arraigned on charges in San
13 Bernardino County, and who, upon being taken into San Bernardino County
14 custody, were strip searched by the San Bernardino County Sheriff's Office
15 without reasonable suspicion or probable cause to believe that they were in the
16 possession of weapons or drugs, pursuant to a blanket policy, practice of custom
17 of Defendants of strip searching all such transferees. The class period for this class
18 is May 3, 2003 – December 11, 2006.

19 9. **Post-Release Strip Search Class.** San Bernardino County Jail
20 inmates who appeared in court, and, at the conclusion of their court appearance,
21 were entitled to release and, prior to release, were subjected to a strip search or
22 visual body cavity search without reasonable suspicion or probable cause to
23 believe they were in possession of weapons or drugs, pursuant to a blanket policy,
24 practice or custom of Defendants of strip searching all such inmates. The class
25 period for this class is May 3, 2003 – December 11, 2006.

26 10. **Group Strip Search Class.** County jail inmates who are not members
27 of either the Pre-Arrestment, USM, Transfer or Post-Release Strip Search

1 Classes who were subjected to a strip search or visual body cavity search in a
2 group pursuant to the blanket policy, custom or practice of the San Bernardino
3 County Jail of strip searching inmates in a group. The class period for this class is
4 May 3, 2003 – March 7, 2007.

5 11. By virtue of this proposed Preliminary Approval Order, the parties
6 submit, and the Court finds, that, to the extent the Court has not already so found,
7 all the criteria of Fed. R. Civ. P. 23(a) and (b)(3) are met for all the classes being
8 settled herein. Specifically, the Court finds that all the criteria of Rule 23(a) are
9 met, to wit, 1) that the class(es) are so numerous that joinder of all members
10 individually is impracticable, 2) that there are questions of law or fact common to
11 the class(es), 3) that Plaintiffs' claims are typical of the claims of class members,
12 and 4) that the person(s) representing the class(es) must be able fairly and
13 adequately to protect the interests of all members of the class. The Court further
14 finds, pursuant to the provisions of Rule 23(b)(3) that 1) the common factual and
15 legal issues predominate over any such issues that affect only individual class
16 members, and 2) that a class action is superior to other available methods for the
17 fair and efficient adjudication of the controversy. The Court further concludes that
18 nothing in the parties' settlement alters, and if anything reinforces, the prior
19 conclusions it reached regarding the desirability of the class action mechanism as a
20 means of resolving the claims in this case.

21 12. For purposes of settlement, the parties have identified from the
22 County's records the members of each class and reached agreement regarding who
23 belongs in each class for purposes of this settlement. Only persons who have been
24 jointly identified by the parties through this process qualify as class members for
25 purposes of this settlement. The process has entailed reaching agreement on the
26 computer programming logic to be applied to the Defendants' data to determine
27 who fits the class definitions. Anyone not so identified is not a member of the

1 classes, and is only a member of the classes into which s/he has been placed
2 through this computer analysis. If a person is not so identified, he or she has the
3 right to pursue his or her own claim should s/he so choose. Such persons are not
4 considered opt-outs, for they were never members of the classes certified herein.

5 13. Defendants' stipulations are for purposes of settlement only, and if
6 this Settlement is not finally approved or does not become effective for any
7 reason, Defendants retain their right to contend that persons agreed on as class
8 members for this settlement are not in fact class members.

9 **IV. CLASS-WIDE PROSPECTIVE RELIEF STRIP SEARCH CLASS**

10 14. As a result of this litigation, and orders entered by the Court in the
11 course of this litigation, Defendants have discontinued the following practices:

- 12 a. Strip search those who meet the definition above of Pre-Arrestment
13 Strip Searches.
- 14 b. Strip search those who meet the definition above of US Marshal Strip
15 Searches.
- 16 c. Strip search those who meet the definition above of Transfer Strip
17 Searches.
- 18 d. Strip search those who meet the definition above of Post-Release Strip
19 Searches.
- 20 e. Engage in group strip searches (i.e., from here on, those being strip
21 searched will be searched individually in a private area, with only
22 those necessary to the strip search present.

23 **V. NAMED PLAINTIFFS/CLASS REPRESENTATIVES**

24 15. Karen Craft, Veronica Williams, Elroy Hardy, Rosemary Ryan,
25 Ranette Sanchez, Betty Welch, and Georgina Frost.

26 **VI. CLASS ADMINISTRATOR**

27 16. The Court approves Class Counsel's retention of Rosenthal &
28

1 Company as Class Administrator, to administer the distribution of the Class and
2 Settlement Notice and publication of the Class and Settlement Notice, and to
3 distribute the proceeds of the settlement to all eligible Class Members pursuant to
4 the Allocation and Distribution Plan set out in the Final Order of Approval and
5 Settlement (Exhibit B) should the Court grant final approval. Class counsel
6 represents through this stipulation that they have used Rosenthal & Co. in two
7 similar cases to distribute funds, in each of which cases the funds have been
8 distributed satisfactorily. Exhibit F contains a Curriculum Vitae of Rosenthal &
9 Co., which establishes to the Court's satisfaction the qualifications of Rosenthal &
10 Co. to act as the Class Administrator.

11 17. The Class Administrator shall preserve all written communications
12 from Class Members in response to the Class and Settlement Notice at least until
13 December 31, 2010, or pursuant to further order of the Court. All written
14 communications received by the Class Administrator from Class Members relating
15 to the Settlement Agreement shall be available at all reasonable times for
16 inspection and copying by Counsel for the Parties.

17 18. The Class Administrator shall be compensated from the portion of the
18 Settlement Funds separate from the Class Fund Attorneys' Fees for its services in
19 connection with notice and administration and for the costs of giving mailed and
20 published notice, pursuant to such orders as the Court may enter from time to time.

21 19. Within two weeks after this Preliminary Approval Order is signed by
22 the Court, the Defendants shall deposit or cause to be deposited into an account
23 designated by the Class Administrator by wire an amount of same day available
24 funds equal to the amount requested by the Class Administrator to cover the costs
25 of notice agreed to by the parties and/or ordered by the court (which amount is
26 \$345,000), and will provide additional funds to the Class Administrator as

1 requested except that the total of said funds shall not exceed \$870,000. Prior to
2 entry of the Final Order of Approval of Settlement, the Class Administrator will
3 not accrue any costs for figuring points for Claimants or any other activities
4 beyond the "Notice Procedures" and "Claims Processing" described in Exhibit
5 D.1. If the Court does not enter the Final Order of Approval and Settlement, then
6 all such funds paid to the Class Administrator, to the extent they are available after
7 payment of all accrued class administration expenses, shall be returned to
8 Defendants.

9 20. If the settlement is not approved or otherwise does not occur, the case
10 proceeds to trial and judgment, and the plaintiffs are successful, plaintiffs shall
11 seek as awardable costs under any available legal theory class administration
12 funds incurred in the course of this settlement process, and any future or additional
13 class administration funds incurred in connection with the case (as well as any
14 other costs the plaintiffs deem appropriate). Such applications shall be made to the
15 court even where the class administration costs sought as awardable costs were
16 paid by Defendants. The Court shall determine whether any such costs are
17 awardable, and to what extent. The final judgment entered shall reflect the award,
18 if any, of such class administration costs, in addition to any other appropriate
19 amounts. Defendants shall receive a credit against that judgment for the amount of
20 class administration costs paid by defendants, whether the court awards them as
21 costs or not.

22 21. If a new settlement is reached because this settlement does not go
23 through for any reason, that settlement will include a credit for the amounts paid
24 by the Defendants pursuant to ¶ 1 of the terms set forth herein under the heading
25 "Primary Settlement Terms."

26 22. If this settlement does not go through for any reason, a new
27

1 settlement is not reached, the case goes to trial, and Plaintiffs are not successful in
2 their prosecution of the case, defendants shall not seek reimbursement from
3 Plaintiffs of class administration funds paid under this settlement

4 **VII. CLASS COUNSEL**

5 23. Barrett S. Litt, Paul J. Estuar, Robert F. Mann and Donald W. Cook
6 are hereby confirmed as counsel for the Class Representatives and the Class
7 ("Class Counsel").

8 24. Class Counsel are authorized to act on behalf of the Class with respect
9 to all acts or consents required by or which may be given pursuant to the
10 Settlement, and such other acts reasonably necessary to consummate the
11 Settlement.

12 25. At the Fairness Hearing, Class Counsel shall make an application for
13 Class Fund Attorneys' Fees. Litigation costs and the costs of class notice and
14 administration shall constitute a cost separate from attorney's fees and will be paid
15 separately from the attorney's fees out of the Settlement Funds. The litigation costs
16 and the costs of class notice and administration, which will be determined by the
17 Court, will be paid from the Settlement Fund.

18 **VIII. CLASS AND SETTLEMENT NOTICE**

19 26. Class Counsel shall provide the Class and Settlement Notice to the
20 Class Administrator for distribution according to the schedule set forth above. The
21 Class Administrator shall additionally cause publication in the form of a modified
22 and shortened form of the Class Notice, as set forth in the Settlement Agreement
23 (Exhibit A), on the schedule set forth above.

24 27. Defendants shall post the Class Notice on each Unit of each San
25 Bernardino County Jail facility. Each facility shall have extra copies of the Claim
26 Form, and shall make them available to any inmate upon request. The Notice shall

1 remain posted until the period for class members to return the Claim Form has
2 expired.

3 28. Defendants, to the best of their knowledge, have already provided, the
4 name, address, social security number, date of birth, driver's license information,
5 and any other identifying information of class members, to the Class
6 Administrator in computerized form, to facilitate locating class members. Such
7 information shall be confidential, and may not be disclosed to anyone except
8 counsel of record, the Class Administrator, and designated representatives of
9 Defendants. Should the Defendants discover at any time any additional
10 information containing relevant class information, they shall promptly provide it
11 to Plaintiffs and the Class Administrator.

12 29. At least 10 days before the Fairness Hearing, Class Counsel and/or the
13 Class Administrator shall serve and file a sworn statement by Class Counsel or the
14 Class Administrator attesting to compliance with the provisions of this Order
15 governing Class and Settlement Notice. This shall include a list of all people who
16 have opted out of the class.

17 30. The Court approves the Class and Settlement Notice attached as
18 Exhibit C.

19 31. The Court approves the Notice Plan attached as Exhibit D.

20 32. The Court approves the Claim Form attached as Exhibit E.

21 33. The Court finds that the notice required by the foregoing provisions of
22 this Order is the best notice practicable under the circumstances and shall
23 constitute due and sufficient notice of the Settlement and the Fairness Hearing to
24 all Class Members and other persons affected by and/or entitled to participate in
25 the settlement, in full compliance with the notice requirements of Rule 23 Federal
26 Rules of Civil Procedure and due process.

1 **IX. THE FAIRNESS HEARING**

10:00 a.m.

2 34. A Fairness Hearing shall be held on February 4, 2008, to consider: (a)
3 the fairness, reasonableness, and adequacy of the Settlement; (b) whether the Final
4 Order of Approval and Settlement, attached as Exhibit B, should be entered in its
5 current or some modified form; and (c) the application by Class Counsel for
6 attorneys' fees and expenses (the "Fee Motion").

7 35. The date and time of the Fairness Hearing shall be set forth in the
8 Class and Settlement Notice, but shall be subject to adjournment by the Court
9 without further notice to the Class Members other than that which may be posted
10 at the Court and on the Court's web site.

11 36. Any Class Member who objects to the approval of the Settlement
12 Agreement, the Fee Motion, the Named Plaintiffs' Distribution or the Allocation
13 and Distribution Plan may appear at the Fairness Hearing and show cause why the
14 Settlement Agreement, the Fee Petition, the Named Plaintiffs' Distribution or the
15 Allocation and Distribution Plan should not be approved as fair, reasonable, and
16 adequate, and why the Final Order of Approval and Settlement should not be
17 entered, except that no such Class Member may appear at the Fairness Hearing
18 unless the Class Member, no later than January 14, 2008, (a) files with the Clerk
19 of the Court a notice of such person's intention to appear, a statement that
20 indicates the basis and grounds for such person's objection to the Settlement
21 Agreement, the Fee Petition, the Named Plaintiffs' Distribution and/or the
22 Allocation and Distribution Plan, and all documentation, papers, or briefs in
23 support of such objection; and by the same date (b) serves upon all Counsel to the
24 Parties (as listed in the Notice of Proposed Settlement), either in person or by mail,
25 copies of such notice of intention to appear, statement of objections and all
26 documentation, papers, or briefs that such person files with the Court. The

1 required documentation shall include information demonstrating that the objector
2 is a Class Member, including name, address, date of arrest to the extent known,
3 date of birth, and provides to counsel for all Parties their Driver's License number
4 and Social Security number. Final determination of whether any such objector is a
5 class member who has standing to object shall be determined solely from the
6 Defendants' records, from which the list of class members has been compiled. In
7 the absence of the timely filing and timely service of the notice of intention to
8 appear and all other materials required by this paragraph, any objection shall be
9 deemed untimely and denied.

10 37. Pending final approval of the Settlement Agreement, no Class
11 Member shall, either directly, representatively, or in any other capacity,
12 commence, prosecute against any Defendant or participate in any action or
13 proceeding in any court or tribunal asserting any of the matters, claims, or causes
14 of action that are to be released by the Settlement Agreement upon final approval.

15 38. In the event of final approval of the Settlement Agreement, all Class
16 Members (except those who have opted out) shall be forever enjoined and barred
17 from asserting any of the matters, claims or causes of action released by the
18 Settlement Agreement, and all such Class Members shall be deemed to have
19 forever released any and all such matters, claims and causes of action as provided
20 for in the Settlement Agreement.

21 **X. OTHER PROVISIONS**

22 39. In the event the Settlement is not finally approved or is otherwise
23 terminated in accordance with the provisions of the Settlement Agreement, the
24 Settlement and all proceedings had in connection therewith shall be null and void,
25 except insofar as expressly provided to the contrary in the Settlement Agreement,
26 and without prejudice to the status quo ante rights of Plaintiffs, Defendant, and
27

1 Class Members.

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IT IS SO STIPULATED.

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4 DATED: September 18, 2007

LITT, ESTUAR, HARRISON & KITSON,
LLP

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ROBERT MANN
DONALD W. COOK


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LAW OFFICES OF CYNTHIA
ANDERSON-BARKER

8

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By 
Barrett S. Litt
Attorneys for Plaintiffs

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14 DATED: September ¹⁹18, 2007

LYNBERG & WATKINS
A Professional Corporation

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By 
Dana Alden Fox
Barbara S. Huff
Attorneys for Defendants

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ORDER

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IT IS SO ORDERED.

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23 DATED: 9-21-07


STEPHEN G. LARSON
UNITED STATES DISTRICT JUDGE

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**SETTLEMENT AGREEMENT; STIPULATION OF SETTLEMENT
AND DISMISSAL**

This is a class action arising under §1983 of the Civil Rights Act of 1871, 42 U.S.C. §1983, California Civil Code §§815.6 and 52.1, and Penal Code §4030. Plaintiffs filed a complaint seeking monetary damages for allegedly unlawful strip search policies and practices of the County of San Bernardino [hereafter "County"].

The plaintiffs are present and former inmates of the San Bernardino County Jail who fit into one or more of the five categories defined herein.

In the interest of avoiding expense, delay and inconvenience of further litigation of issues raised in this action, without any admission of liability by or on the part of defendants, and in reliance upon the representations contained herein, and in consideration of the mutual promises, covenants and obligations in this Agreement, and for good and valuable consideration, plaintiffs and defendants, through their undersigned counsel, agree and stipulate/ as follows. This Settlement Agreement is not an order of the Court, except as, and to the extent, it may be adopted by a court. It is a contract, and all of its provisions are enforceable by the parties under contract law.

This settlement provides for dismissal of this case with prejudice in exchange for consideration of approximately \$25,500,000 to class members and their attorneys, and for San Bernardino County's change in policy regarding the handling of the classes covered by this settlement, as defined herein.

DEFINITIONS AND GENERAL PROVISIONS

The listed terms used throughout this Stipulation of Settlement and Dismissal are intended to have the following meanings:

1. **Allocation and Distribution Plan.** The Plaintiffs' proposed plan for the allocation and distribution of the Class Fund, set out in the Final Order of Approval and Settlement.
2. **Class.** All Class Members.
3. **Class Administrator or Administrator.** The person or organization designated by Class Counsel to administer the settlement proceeds, that is, Rosenthal & Company, 300 Bel Marin Keys Blvd., Suite 200, Novato, Calif. 94949.
4. **Class Administration Plan.** The Class Administrator's proposed notice plan, with estimated costs. (See Exhibit D.)
5. **Class Claim Form.** The Class Administrator's proposed Claim Form, to be sent out with the Class Notice and returned by claimants **who want** to make claims. (See Exhibit E.)
6. **Class and Settlement Notice.** The Notice of Class Action, Proposed Class Settlement and Hearing, in substantially the form attached as Exhibit "C," in both Spanish and English. The dates contained in Exhibit "C" (which are the same as the dates in the proposed Preliminary Approval Order) regarding the time in which to file opt-outs, to file objections to the settlement, to file objections to the Class Counsel's claim for attorney's fees, and to file a class claim are incorporated by this reference and shall be the operative dates for each.
7. **Class Counsel or Plaintiffs' Counsel.** As used herein Class Counsel refers to Barrett S. Litt and Paul J. Estuar of Litt, Estuar, Harrison & Kitson, and Robert F. Mann and Donald W. Cook, of Mann & Cook.

8. **Class Distribution.** The portion of the Class Fund available for distribution to class members who have filed claims, less attorneys' fees and administrative expenses.
9. **Class Fund or Class Settlement.** Lump sum payment to be paid by and/or on behalf of the County of San Bernardino, totaling approximately \$25,500,000, subject to an accounting by the County of San Bernardino, which will be paid and/or distributed and allocated as further described in this Agreement.
10. **Class Fund Attorney Fees.** That portion of the Class Fund awarded as attorney fees and costs to Class Counsel. Litigation costs and the costs of class notice and administration shall constitute a separate cost and will be paid separately from the attorney fees. The amount of these fees, which will be determined by the Court, will be paid from the Settlement Fund.
11. **Class Members.** The members of the classes described in Paragraphs 28-32.
12. **Court.** The Honorable Stephen G. Larson, Judge of the United States District Court of the Central District of California.
13. **Claimant(s).** Class members who actually file claims pursuant to the procedures set forth in this Agreement.
14. **Counsel for the parties.** Counsel for plaintiffs and counsel for the defendant.
15. **Defendants.** The County of San Bernardino, including but not limited to the San Bernardino Sheriff's Department, and Sheriff Gary Penrod.
16. **County Jail.** The San Bernardino County Jail (inclusive of all of its facilities, the current names of which are listed in Footnote 2).

17. **Effective Date for Payment.** This date is the date when Defendants' obligation to pay the Class Fund of approximately \$25,500,000 (minus sums advanced for costs of notice) becomes effective. It is the date, following the conduct of a Fairness Hearing, on which the Settlement Agreement has been finally approved by the District Court, and affirmed on appeal if an appeal has been filed by someone who filed an objection in District Court (or any appeal has been dismissed or the time for taking any appeal has expired without an appeal having been taken), and affirmed by the Supreme Court if a petition for certiorari has been filed (or the time for filing a petition for certiorari has expired without any petition having been filed or any such petition for certiorari has been denied).
18. **Fairness Hearing.** The hearing on the fairness of this Settlement described herein, which date will be set by the court.
19. **Fee Motion.** Class Counsel's application for Class Fund Attorneys' Fees and the bases and arguments in support thereof.
20. **Final Order of Approval and Settlement.** An order substantially in the form of the Final Order of Approval and Settlement attached hereto as Exhibit B, or in such form as is modified by the Court and further agreed to by the parties (which may also be referred to herein as "Final Order").
21. **Lawsuit.** The action in the United States Central District Court, styled Craft et al. v. County of San Bernardino et al., Case No. EDCV 05-0359 SGL.
22. **Named Plaintiffs or Class Representatives.** The named plaintiffs in the Third Amended Complaint to this suit, who are: Karen Craft,

Ranette Sanchez, Rosemary Ryan, Georgina Frost, Elroy Hardy, Betty Welch, and Veronica Williams.

23. **Named Plaintiffs' Distribution.** The amount of the Class Fund to be distributed to the Named Plaintiffs.
24. **Preliminary Approval.** The Court's determination that the Settlement is within the range of possible approval and therefore that a notice should be sent to the Class and a hearing should be held with respect to fairness.
25. **Preliminary Approval Order.** The Preliminary Approval Order is an order in a form attached hereto as Exhibit F, or in such form as is modified by the Court and further agreed to by the parties.
26. **Settlement.** The settlement set forth in this agreement.
27. **Settlement Fund.** An interest bearing account to be established at some bank for the benefit of the Class (which may include an account established by the Class Administrator, Class Counsel or a combination thereof). The Defendants will pay all moneys they are obligated to pay under Stipulated Order Granting Preliminary Approval to Class Settlement and the settlement approved by the Court, if any, into the Settlement Fund. Settlement Fund also includes the amount of money in the Settlement Fund at any time.
28. **Pre-Arrestment Strip Search Class.** San Bernardino County Jail arrestees booked on offenses not involving weapons, violence or drugs who were transferred from a Type 1 jail (a Type 1 jail is a local detention facility used for the detention of persons for not more than 96 hours excluding holidays after booking) to a Type 2 jail (a Type 2 jail is a local detention facility used for the detention of persons pending arraignment, during trial, and upon a sentence of commitment), prior to arraignment and were, at the time of

admission to the Type 2 jail, subjected to a strip search or visual body cavity search without reasonable suspicion or probable cause to believe they were in possession of weapons or drugs, pursuant to a blanket policy, practice or custom of Defendants of strip searching all such arrestees. The class period for this class is May 3, 2003 - December 11, 2006.

29. **US Marshal [aka USM] Strip Search Class.** San Bernardino County Jail inmates who were in federal custody and who, pursuant to agreement between the United States and San Bernardino County, were housed in a San Bernardino jail facility, and who, upon being taken from federal to San Bernardino custody, were strip searched by the San Bernardino County Sheriff's Office without reasonable suspicion or probable cause to believe they were in possession of weapons or drugs, pursuant to a blanket policy, practice or custom of Defendants of strip searching all such transferees. The class period for this class is May 3, 2003 - December 11, 2006.
30. **Transport Strip Search Class.** San Bernardino County Jail inmates who were in the custody of another law enforcement agency, and who were transferred to San Bernardino County custody to be arraigned on charges in San Bernardino County, and who, upon being taken into San Bernardino County custody, were strip searched by the San Bernardino County Sheriff's Office without reasonable suspicion or probable cause to believe they were in possession of weapons or drugs, pursuant to a blanket policy, practice or custom of Defendants of strip searching all such transferees. The class period for this class is May 3, 2003 - December 11, 2006.

31. **Post-Release Strip Search Class.** San Bernardino County Jail inmates who appeared in court, and, at the conclusion of their court appearance, were entitled to release and, prior to release, were subjected to a strip search or visual body cavity search without reasonable suspicion or probable cause to believe they were in possession of weapons or drugs, pursuant to a blanket policy, practice or custom of Defendants of strip searching all such inmates. The class period for this class is May 3, 2003 - December 11, 2006.
32. **Group Strip Search Class.** County jail inmates who are not members of either the Pre-Arrestment or Post-Release Strip Search Classes who were subjected to a strip search or visual body cavity search in a group, pursuant to the blanket policy, custom or practice of the San Bernardino County Jail of strip searching inmates in a group. The class period for this class is May 3, 2003 - March 7, 2007.

PRIMARY SETTLEMENT TERMS

1. As part of this agreement, it is understood that the costs of preparing and publishing the Class and Settlement Notice shall be paid by Defendants as an advance from the Settlement Fund. Within two weeks after this Preliminary Approval Order is signed by the Court, the Defendants shall deposit or cause to be deposited into an account designated by the Class Administrator by wire an amount of same day available funds equal to the amount requested by the Class Administrator to cover the costs of notice agreed to by the parties and/or ordered by the court (which amount is \$345,000), and will provide additional funds to the Class Administrator as requested, except that the total of said funds shall not exceed \$870,000. Prior to entry of the Final Order of Approval of Settlement, the Class Administrator will not accrue any costs for figuring points for Claimants or

any other activities beyond the “Notice Procedures” and “Claims Processing” described in Exhibit D.1. Any such payments shall be credited against the approximately \$25,500,000 Class Settlement. If the Court does not enter the Final Order of Approval of Settlement, then all such funds paid to the Class Administrator, to the extent they are available after payment of all accrued class administration expenses, shall be returned to Defendants.

2. Subject to the provisions of Paragraph 3, within thirty (30) calendar days of the Effective Date For Payment, but no earlier than January 15, 2008, the Defendants shall deposit or cause to be deposited into the Settlement Fund by wire an amount of same day available funds equal to approximately \$25,500,000, less the amount already advanced under the terms of the immediately preceding paragraph, and less the amount awarded to Class Counsel as attorney’s fees and costs, which sum of attorney fees and costs will be deposited by wire to the trust account of Litt, Estuar et al. on the same date.

3. In the event that the settlement is approved by the District Court at the Fairness Hearing in a Final Order and Approval of Settlement, but the funds are not to be immediately paid due to objection or appeal (see definition of “Effective Date for Payment”), the defendants will place the funds in an interest bearing escrow account, and the interest accrued shall be added to the Settlement Fund for the benefit of the Class in the event that the settlement is finally approved. Should the settlement not be finally approved after exhaustion of all appellate avenues, all such funds, including interest earned on them, shall be returned to the Defendants (except to the extent of any Class Administration costs).

4. The parties agree that the settlement amount includes all attorney fees and costs. Plaintiffs intend to submit a petition for attorney fees and costs to the Court requesting 25% of the Class Fund as attorney

fees, plus costs. Defendants take no position on the amount of the fees and costs being requested by Class Counsel in Plaintiffs' petition for attorney fees and costs.

5. The portion of the Class Fund not used to pay attorney fees and costs, and Class Administration Fees, shall be used for the compensation of the Class Members who file timely, valid claims. The Claims Administrator and Class Counsel will distribute this money according to the Allocation and Distribution Plan, set out in the Final Order and Approval of Settlement.

6. The County represents that to the best of its knowledge, it has provided all the electronic data in its possession regarding class members necessary to both identify and contact class members. Within thirty (30) days of the Court's grant of the Preliminary Approval of this settlement, the County shall provide, to the extent that such information has not already been provided, any such additional information in its possession. Such information shall be confidential, and may not be disclosed to anyone except counsel of record, the Class Administrator, and designated representatives of the Parties.

CERTIFICATION OF CLASS ACTION

7. The Court has already certified all of the classes at issue in this Settlement Agreement, pursuant to noticed motion, and after opposition by the Defendants, as an opt-out class under Fed. R. Civ. P. 23(b)(3), and thereby also appointed the Plaintiffs' Counsel as Class Counsel.

8. The parties have agreed to stipulate to the identification of members of each class, based on the County's records, for purposes of this settlement. Defendants' stipulations are for purposes of settlement only, and if this Settlement is not finally approved or does not become effective for any reason, Defendants retain their right to contend that persons agreed on as class members for this settlement are not in fact class members.

9. The Strip Search Classes resolved herein are defined as they are in the Definitions section, above. These definitions supersede the definitions contained in the Court's class certification order of October 11, 2006. These definitions are partially based on the classes found unlawful by the Court in its December 7, 2006, summary judgment order, and partially based on agreement between the parties based on an analysis of the strip search practices of the Defendants that, as a result of this litigation, to the best of their knowledge have stopped. They have been slightly expanded based upon negotiations between the parties. The original class definition adopted by the court encompassed all pre-arraignment arrestees, but, based on the discovery conducted in the case, not all pre-arraignment arrestees were routinely strip searched. Similarly, some groups – such as the USM and Transport Strip Search Classes – were not necessarily encompassed by the original strip search class definition, but, based on the discovery conducted in the case, are included within the settlement's scope.

10. Notwithstanding the class definitions contained herein, the parties have analyzed the County data and reached agreement regarding who belongs in each class for purposes of this settlement. Only persons who have been jointly identified by the parties through this process qualify as class members for purposes of this settlement. This process has entailed reaching agreement on the computer programming logic to be applied to the Defendants' data to determine who fits the class definitions. Anyone not so identified is not a member of the classes, and is only a member of the classes into which s/he has been placed through this computer analysis. Any person not so included is free to pursue whatever legal remedies may be available to him or her, but s/he is not entitled to receive funds from this settlement.

FUTURE PRACTICES REGARDING STRIP SEARCHES

11. As a result of this litigation, and partially on summary judgment orders entered by the Court in the course of this litigation, Defendants have discontinued the following practices:

- a. Strip search those who meet the definition above of Pre-Arrestment Strip Searches. (See “Pre-Arrestment Strip Search Class” Definition.)
- b. Strip search those who meet the definition above of US Marshal Strip Searches. (See “USM Strip Search Class” Definition.)
- c. Strip search those who meet the definition above of Transport Strip Searches. (See “Transport Strip Search Class” Definition.)
- d. Strip search those who meet the definition above of Post-Release Strip Searches. (See “Post-Release Strip Search Class” Definition.)
- e. Engage in group strip searches (i.e., from here on, those being strip searched will be searched individually in a private area, with only those necessary to the strip search present. (See “Group Strip Search Class” Definition.)

CLASS NOTICE ISSUES

12. The Class Administrator will send by United States mail a copy of the Class Notice attached as Exhibit C to all prospective class members who have been identified through the joint efforts of Plaintiffs and Defendants as class members.

13. The Class Administrator shall publish a summary Class Notice in newspapers and periodicals widely disseminated in San Bernardino County and on the internet, and by any other appropriate means of distribution. Notice shall be as provided in the attached Exhibit D, including

publication in a newspaper list that includes the San Bernardino Newspaper Group (the *San Bernardino County Sun*, *Inland Valley Daily Bulletin* and the *Redlands Daily Facts*) for broad market coverage, the *Inland Valley News* for African American coverage and *La Prensa* for Hispanic market coverage.

14. Within one week of Preliminary Approval of the Settlement, Defendants shall post the Class and Settlement Notice on each Unit of each San Bernardino County Jail. Each such facility shall have extra copies of the Claim Form, and shall make them available to any inmate upon request. The Notice shall remain posted until the period for class members to return the Claim Form has expired.

15. The Class Administrator has submitted a Notice Plan, whose terms are approved by this Settlement, a copy of which is attached as Exhibit D and D.1 to this Agreement. This Notice Plan is without prejudice to additional steps being taken to insure adequate notice to the Class in the event that Class Counsel and the Class Administrator consider it advisable. Any expenditure in excess of \$50,000 beyond the amounts set forth in Exhibit D.1 shall require either approval of the Defendants or Court Order.

**ADMINISTRATIVE OBLIGATIONS OF THE PLAINTIFFS AND
HANDLING OF OPT OUTS**

16. Plaintiffs, acting through Class Counsel and the Class Administrator, shall have sole responsibility for distribution of the Class Fund, in a manner approved by the Court.

17. Class Counsel agree to oversee the Class Distribution (the portion of the Class Fund to be distributed to individual class members who file claims), which will be distributed according to the point system described in the Allocation and Distribution Plan, as set forth in the Final Order and Approval of Settlement.

18. Each class member's points, as defined in the Allocation and Distribution Plan, shall be based solely on the information obtained from the Defendants' records. The total points will be divided into the available funds, so that a value per point will be determined. Each person will receive the value of his or her points.

19. In the event that more than 75 class members opt out of the settlement pursuant to the opt out provisions of the Final Order of Approval and Settlement, Defendants may opt out of this settlement.

20. In the event that anywhere between 1 and 75 class members opt out of the settlement, a reserve fund and a sub-reserve fund from the Class Fund composed of what the unspent portion of the County's Self-Insured Retention ("SIR") funds, shall be established, hereafter referred to as "Reserve Fund," and "Sub-Reserve Fund." This Reserve Fund and Sub-Reserve Fund will be maintained by the Class Administrator in a separate interest bearing account. The Sub-Reserve Fund shall be established in the amount of \$10,000 to be used for future defense attorney fees and costs. Defendants' counsel will present a statement of its fees and costs to the Class Administrator for payment upon approval by Class Counsel. Class Counsel will not unreasonably withhold payment of Defendants' counsel's future fees and costs. Upon the resolution of each opt out case, 50% of the combined costs of defense and damages for that opt out case shall be paid to the County by the Class Administrator upon presentation of a statement of the funds incurred to resolve that opt out. (The other 50% will be paid by the County directly.) This process shall continue until the Reserve Fund is exhausted, or all opt outs are resolved.

21. If the settlement is not approved or otherwise does not occur, the case proceeds to trial and judgment, and the plaintiffs are successful, plaintiffs shall seek as awardable costs under any available legal theory class

administration funds incurred in the course of this settlement process, and any future or additional class administration funds incurred in connection with the case (as well as any other costs the plaintiffs deem appropriate). Such applications shall be made to the court even where the class administration costs sought as awardable costs were paid by Defendants. The Court shall determine whether any such costs are awardable, and to what extent. The final judgment entered shall reflect the award, if any, of such class administration costs, in addition to any other appropriate amounts. Defendants shall receive a credit against that judgment for the amount of class administration costs paid by defendants, whether the court awards them as costs or not.

22. If a new settlement is reached because this settlement does not go through for any reason, that settlement will include a credit for the amounts paid by the Defendants pursuant to ¶ 1 of the terms set forth herein under the heading "Primary Settlement Terms."

23. If this settlement does not go through for any reason, a new settlement is not reached, the case goes to trial, and Plaintiffs are not successful in their prosecution of the case, defendants shall not seek reimbursement from Plaintiffs of class administration funds paid under this settlement.

24. After the final resolution of all filed or negotiated opt outs, or, for those opt outs who neither filed nor negotiated cases upon the passage of a period of two years from the time of the opt out, any funds remaining in the Reserve Fund shall revert to the Class Fund and shall be used as part of the final distribution to class members.

25. There will be up to four rounds of distribution of the Class Fund, as follows.

- a. *First Round of Distribution.* The first round shall be sent at a date set by the Court after final approval of the Settlement, and after the time for appeals in the event of any objections runs. This round will be sent to all class members who file timely, valid class claims.
- b. *Second Round of Distribution.* The second round will be sent nine months after the first round. [If there are no opt outs, the second round will include amounts designated as part of the Reserve Fund.]
- c. *Third Round of Distribution.* If there are opt outs, the third round cannot be sent until after two years from the last opt out date, or after the final resolution of all opt outs, i.e., it cannot be sent until after a time that any funds remaining in the Reserve Fund that revert to the Class Fund so revert. Alternatively, it may be sent once all funds in the Reserve Fund have been depleted without the final resolution of all opt outs. [If there are no opt outs, or if the terms set forth in this paragraph have been met, the Third Round will be sent six months after the Second Round.]
- d. *Fourth Round of Distribution.* If, after the Fourth Round of Distribution, there remain available funds, those funds shall be a) awarded to Class Counsel as an additional fee, b) distributed to the Named Plaintiffs in proportion to the amounts initially paid to them. [Court to choose one]

26. Experience indicates that approximately 10% of people who file claims do not cash the checks sent to them for one reason or another. At the time of the Second Round of Distribution, checks will be only sent to those who cashed their First Round check; anyone not cashing his or her First

Round check shall forfeit his or her claim to call settlement funds. Checks sent out during the First Round of Distribution and not cashed within 90 days shall be voided (except that, before the subsequent round of distribution, the Class Administrator may re-issue such checks if it has reason to believe that they will be cashed). Similarly, at the time of the Third Round of Distribution, checks will only be sent to those who cashed their Second Round check, following the same procedure as described from the First to the Second Round.

27. For each Round of Distribution, the allocation system set forth in the Final Order of Approval and Settlement shall be used to determine the amounts due to each class member. To ensure that all class members receive a meaningful amount of funds during each round of distribution, no qualifying class member shall be issued a check for less than \$50 during any round of distribution, and the distribution formula used by the Class Administrator shall be set such that, despite the amount any individual would otherwise be allocated, the minimum amount of distribution shall be \$50. If, during the Second or Third Rounds of Distribution, there are insufficient funds to distribute \$50 to each qualifying class member, then the class members with the lowest points shall be eliminated until there are sufficient funds available to pay each remaining class member \$50.

RELEASES GIVEN HEREUNDER

28. Plaintiffs agree to the dismissal of the Third Amended Complaint with prejudice as part of the Final Order of Approval and Settlement in this case. The effect of that dismissal shall be to bar any and all claims that were asserted in this action, *Craft et. al, v. County of San Bernardino et al*, Case No. EDCV05-0359 SGL, including the claims of any of the Named Plaintiffs, for all claims encompassed within the definition of the classes contained in this Agreement (and correspondingly reflected in the

Final Order of Approval and Settlement). The Final Order of Approval and Settlement shall include a release of all claims against Defendants, including the employees, agents and insurers of Defendants, to the extent permissible by law, including a waiver of *California Civil Code section 1542*, which shall be entered by the Court. The Named Plaintiffs and each Class Member waive all rights or benefits which he or she now has or in the future may have, arising from, alleged in, or pertaining to the claims that were or could have been asserted in the Lawsuit, under the terms of California Civil Code section 1542, which reads:

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

NO ADMISSIONS

29. Nothing in this Stipulation of Settlement and Dismissal shall constitute either an admission of liability or an affirmation or acknowledgement of the validity of any claim or defense to any claim or counterclaim arising from or relating to the Lawsuit or arising from or relating to any other proceedings that have taken place among the parties.

30. The plaintiffs allege in their Third Amended Complaint that the Department has engaged in a pattern and practice of unlawful strip searching. Defendants deny those allegations. This Agreement, and any stipulation related to this settlement, do not operate as an admission of liability by the Defendants of Plaintiffs' allegations.

31. If the settlement is not finally approved by the Court, then this Stipulation of Settlement and Dismissal, and all proceedings thereunder, shall be considered of no force or effect, except as expressly indicated otherwise above.

SUCCESSORS

32. All of the terms of this Stipulation of Settlement and Dismissal shall apply to, be binding upon, and inure to the benefit of the parties and of their respective heirs, agents, personal representatives, predecessors, subsidiaries, successors, and assigns.

EFFECTIVE DATE

33. This agreement becomes effective on the date on which the last signatory signs the agreement.

DATED: September 18, 2007

LITT, ESTUAR, HARRISON,
MILLER & KITSON, LLP

ROBERT MANN
DONALD W. COOK

LAW OFFICES OF CYNTHIA
ANDERSON-BARKER

By



Barrett S. Litt

DATED: 9-19, 2007

LYNBERG & WATKINS
A Professional Corporation

By *Dana Alden Fox*
Dana Alden Fox
Barbara S. Huff
Attorneys for Defendants

DATED: 9-19, 2007

COUNTY OF SAN BERNARDINO

By *[Signature]*

1 BARRETT S. LITT, SBN 45527
2 PAUL J. ESTUAR, SBN 167764
E-Mail: pestuar@littlaw.com
3 LITT, ESTUAR, HARRISON &
4 KITSON, LLP
1055 Wilshire Boulevard, Ste 1880
5 Los Angeles, California 90017
6 Telephone: (213) 386-3114
7 Facsimile: (213) 380-4585

8 ROBERT MANN, SBN 48293
9 DONALD W. COOK, SBN 116666
E-Mail: doncook@earthlink.net
10 ATTORNEYS AT LAW
3435 Wilshire Blvd., Suite 2900
11 Los Angeles, CA 90010
12 Telephone: (213) 252-9444
13 Facsimile: (213) 252-0091

14 Attorneys For Plaintiffs

DANA ALDEN FOX, SBN 119761
BARBARA S. HUFF, SBN 148995
bhuff@lynberg.com
LYNBERG & WATKINS
A Professional Corporation
888 South Figueroa Street, 16th Floor
Los Angeles, California 90017-5449
Telephone: (213) 624-8700
Facsimile: (213) 892-2763

Attorneys for Defendants

15
16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 KAREN CRAFT, et al.,

19 Plaintiffs,

20 vs.

21 COUNTY OF SAN
22 BERNARDINO, et al.,

23 Defendants.
24
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27
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Case No.: EDCV05-0359 SGL

**[PROPOSED] FINAL ORDER OF
APPROVAL AND SETTLEMENT**

DATE: February 4, 2007

TIME: 10:00 A.M.

CRTRM: ONE

1 **I. INTRODUCTION**

2 This Lawsuit having come before this Court for a hearing, pursuant to this
3 Court's Order Preliminarily Approving Proposed Settlement Between Plaintiffs and
4 Defendant, dated _____, 2007 (the "Preliminary Approval Order") to consider
5 and determine the matters set forth in the Preliminary Approval Order; and due
6 notice of said hearing having been published and given; and all entities that made
7 timely objections to the proposed settlement set forth in the Settlement Agreement
8 made and entered into on _____, 2007, and described in the Class and Settlement
9 Notice, having been given an opportunity to present such objections to the Court;
10 and the Court having considered the matter, including all papers filed in connection
11 therewith, and the oral presentations of counsel at said hearing; and good cause
12 appearing,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

14 1. Each term and phrase used in this Final Order of Approval and
15 Settlement shall have the same definition and meaning as in the Settlement
16 Agreement, as follows:

17 a. **Allocation and Distribution Plan.** The Plaintiffs' proposed
18 plan for the allocation and distribution of the Class Fund, set out in the Final
19 Order of Approval and Settlement.

20 b. **Class.** All Class Members.

21 c. **Class Administrator or Administrator.** The person or
22 organization designated by Class Counsel to administer the settlement
23 proceeds, that is, Rosenthal & Company, 300 Bel Marin Keys Blvd., Suite
24 200, Novato, Calif. 94949.

25 d. **Class Administration Plan.** The Class Administrator's
26 proposed notice plan, with estimated costs. (See Exhibit D.)
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1 e. **Class Claim Form.** The Class Administrator's proposed Claim
2 Form, to be sent out with the Class Notice and returned by claimants to
3 make claims. (See Exhibit E.)

4 f. **Class and Settlement Notice.** The Notice of Class Action,
5 Proposed Class Settlement and Hearing, in substantially the form attached as
6 Exhibit "C," in both Spanish and English. The dates contained in Exhibit
7 "C" (which are the same as the dates attached in Exhibit E, which is the
8 proposed Preliminary Approval Order) regarding the time in which to file
9 opt-outs, to file objections to the settlement, to file objections to the Class
10 Counsel's claim for attorney's fees, and to file a class claim are incorporated
11 by this reference and shall be the operative dates for each.

12 g. **Class Counsel or Plaintiffs' Counsel.** As used herein Class
13 Counsel refers to Barrett S. Litt and Paul J. Estuar of Litt, Estuar, Harrison
14 & Kitson, and Robert F. Mann and Donald W. Cook, of Mann & Cook.

15 h. **Class Distribution.** The portion of the Class Fund available
16 for distribution to class members who have filed claims less attorneys' fees
17 and administrative expenses.

18 i. **Class Fund or Class Settlement.** Lump sum payment to be
19 paid by and/or on behalf of the County of San Bernardino, totaling
20 approximately \$25,500,000, subject to an accounting (to be provided to the
21 Class Administrator) by the County of San Bernardino, which will be paid
22 and/or distributed and allocated as further described in this Agreement.

23 j. **Class Fund Attorney Fees.** That portion of the Class Fund
24 awarded as attorney fees and costs to Class Counsel. Litigation costs and
25 the costs of class notice and administration shall constitute a separate cost
26 and will be paid separately from the attorney fees. The amount of these fees,
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1 which will be determined by the Court, will be paid from the Settlement
2 Fund.

3 k. **Class Members.** The members of the classes described in sub-
4 paragraphs bb-ff below.

5 l. **Court.** The Honorable Stephen G. Larson, Judge of the United
6 States District Court of the Central District of California.

7 m. **Claimant(s).** Class members who actually file claims pursuant
8 to the procedures set forth in this Agreement.

9 n. **Counsel for the parties.** Counsel for plaintiffs and counsel for
10 the defendant.

11 o. **Defendants.** The County of San Bernardino, including but not
12 limited to the San Bernardino Sheriff's Department.

13 p. **County Jail.** The San Bernardino County Jail (inclusive of all
14 of its facilities, the current names of which are listed in Footnote 1).

15 q. **Effective Date for Payment.** This date is the date when
16 Defendants' obligation to pay the Class Fund of approximately \$25,500,000
17 (minus sums advanced for costs of notice and claims processing) becomes
18 effective. It is the date, following the conduct of a Fairness Hearing, on
19 which the Settlement Agreement has been finally approved by the District
20 Court, and either 1) affirmed on appeal if an appeal has been filed by
21 someone who filed an objection in District Court (or any appeal has been
22 dismissed or the time for taking any appeal has expired without an appeal
23 having been taken), and affirmed by the Supreme Court if a petition for
24 certiorari has been filed (or the time for filing a petition for certiorari has
25 expired without any petition having been filed or any such petition for
26 certiorari has been denied), or 2) the date on which the time to file an appeal
27 has passed and no appeal has been filed
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- r. **Fairness Hearing.** The hearing on the fairness of this Settlement described herein, which date will be set by the court.
- s. **Fee Motion.** Class Counsel's application for Class Fund Attorneys' Fees and the bases and arguments in support thereof.
- t. **Final Order of Approval and Settlement.** This order.
- u. **Lawsuit.** The action in the District Court for the Central District of California styled Craft et al. v. County of San Bernardino et al., Case No. EDCV 05-0359 SGL.
- v. **Named Plaintiffs or Class Representatives.** The named plaintiffs in the Third Amended Complaint to this suit, who are: Karen Craft, Ranette Sanchez, Rosemary Ryan, Georgina Frost, Elroy Hardy, Betty Welch, and Veronica Williams.
- w. **Named Plaintiffs' Distribution.** The amount of the Class Fund to be distributed to the Named Plaintiffs.
- x. **Preliminary Approval.** The Court's determination that the Settlement is within the range of possible approval and therefore that a notice should be sent to the Class and a hearing should be held with respect to fairness.
- y. **Preliminary Approval Order.** The Preliminary Approval Order previously entered by the Court.
- z. **Settlement.** The settlement set forth in this agreement.
- aa. **Settlement Fund.** An interest bearing account to be established at some bank for the benefit of the Class (which may include an account established by the Class Administrator, Class Counsel or a combination thereof). The Defendants will pay all moneys they are obligated to pay under this Stipulation of Settlement and Dismissal and the settlement approved by the Court, if any, into the Settlement Fund.

1 Settlement Fund also includes the amount of money in the Settlement Fund
2 at any time.

3 bb. **Pre-Arrestment Strip Search Class**. San Bernardino
4 County Jail arrestees booked on offenses not involving weapons, violence or
5 drugs who were transferred from a local Type 1 jail (a Type 1 jail is a local
6 detention facility used for the detention of persons for not more than 96
7 hours excluding holidays after booking) to a Type 2 jail (a Type 2 jail is a
8 local detention facility used for the detention of persons pending
9 arraignment, during trial, and upon a sentence or commitment) prior to
10 arraignment and were, at the time of admission to the Type 2 jail, subjected
11 to a strip search or visual body cavity search without reasonable suspicion or
12 probable cause to believe they were in possession of weapons or drugs,
13 pursuant to a blanket policy, practice or custom of Defendants of strip
14 searching all such arrestees. The class period is May 3, 2003 –December 11,
15 2006.

16 cc. **US Marshal [aka USMI] Strip Search Class**. San Bernardino
17 County Jail inmates who were in federal custody and who, pursuant to
18 agreement between the United States and San Bernardino County, were
19 housed in a San Bernardino jail facility, and who, upon being taken from
20 federal to San Bernardino custody, were strip searched by the San
21 Bernardino County Sheriff's Office without reasonable suspicion or
22 probable cause to believe that they were in the possession of weapons or
23 drugs, pursuant to a blanket policy, practice of custom of Defendants of
24 strip searching all such transferees. The class period is May 3, 2003 –
25 December 11, 2006.

26 dd. **Transport Strip Search Class**. San Bernardino County Jail
27 inmates who were in the custody of another law enforcement agency, and
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1 who were transferred to San Bernardino County custody to be arraigned on
2 charges in San Bernardino County, and who, upon being taken into San
3 Bernardino County custody, were strip searched by the San Bernardino
4 County Sheriff's Office without reasonable suspicion or probable cause to
5 believe that they were in the possession of weapons or drugs, pursuant to a
6 blanket policy, practice of custom of Defendants of strip searching all such
7 transferees. The class period is May 3, 2003 – December 11, 2006.

8 ee. **Post-Release Strip Search Class.** San Bernardino County Jail
9 inmates who appeared in court, and, at the conclusion of their court
10 appearance, were entitled to release and, prior to release, were subjected to a
11 strip search or visual body cavity search without reasonable suspicion or
12 probable cause to believe they were in possession of weapons or drugs,
13 pursuant to a blanket policy, practice or custom of Defendants of strip
14 searching all such inmates. The class period is May 3, 2003 – December 11,
15 2006.

16 ff. **Group Strip Search Class.** County jail inmates who are not
17 members of either the Pre-Arrestment, USM, Transfer or Post-Release
18 Strip Search Classes who were subjected to a strip search or visual body
19 cavity search in a group pursuant to the blanket policy, custom or practice of
20 the San Bernardino County Jail of strip searching inmates in a group. The
21 class period is May 3, 2003 – March 7, 2007.

22 2. This Court has jurisdiction over this Lawsuit and each of the parties to

23 it.

24 **II. NOTICE**

25 3. As required by this Court in its Preliminary Approval Order: (a) Class
26 and Settlement Notice were mailed by first-class mail to all Class Members or their
27 representatives whose addresses could be obtained with reasonable diligence, and
28

1 to all potential Class Members who requested a copy; and (b) Class and Settlement
2 Notice was published as set forth in the Settlement Agreement and in the
3 Preliminary Approval Order, all as more fully set forth in the Declaration of the
4 Class Administrator, dated _____, ____.

5 4. The notice given to the class is hereby determined to be fully in
6 compliance with requirements of Rule 23 of the Federal Rules of Civil Procedure
7 and due process and is found to be the best notice practicable under the
8 circumstances and to constitute due and sufficient notice to all parties entitled
9 thereto.

10 5. Due and adequate notice of the proceedings having been given to the
11 Class and a full opportunity having been offered to the Class to participate in the
12 hearing, it is hereby determined that all Class Members, except those who have
13 opted out of the settlement (who are listed in Exhibit 1 to this Order) are bound by
14 this Final Order of Approval and Settlement. Exhibit 1 contains the list of the three
15 individuals who opted out of the settlement.

16 **III. OBJECTIONS**

17 6. There have been a combined total of ____ objections to the settlement
18 and/or the Motion for an award of attorneys' fees filed. The nature of the
19 objections were _____. The Court addresses those objections
20 below, and the award of attorney's fees and costs further on in this Order.

21 7. **[Discussion of Objections]**

22 **IV. SETTLEMENT AGREEMENT APPROVED BECAUSE FAIR,**
23 **ADEQUATE, AND REASONABLE**

24 8. The settlement of this Lawsuit was not the product of collusion
25 between Plaintiffs and Defendants or their respective counsel, but rather was the
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1 result of bona fide and arm's-length negotiation conducted in good faith by the
2 Parties and their counsel, with the assistance of an independent mediator

3 9. The Settlement Agreement and the settlement set forth therein are
4 hereby approved and found to be fair, adequate, reasonable, in the best interest of
5 the Class as a whole, and in satisfaction of Rule 23 of the Federal Rules of Civil
6 Procedure and due process requirements.

7 **V. CLASSES CERTIFIED UNDER FEDERAL RULES OF CIVIL**
8 **PROCEDURE 23(B)(3).**

9 10. The Court has previously certified strip search classes in this case,
10 initially in its Order of October 11, 2007, and subsequently as modified for this
11 settlement in the Stipulated Order Granting Preliminary Approval to Class
12 Settlement. With regard to monetary relief, the class has been certified under Fed.
13 R. Civ. P. 23(b)(3), and class members have a right to opt out of the monetary
14 relief stage. The class definitions stated in the Stipulated Order Granting
15 Preliminary Approval to Class Settlement are the operative definitions of the
16 classes being settled herein.

17 **VI. CLASS-WIDE PROSPECTIVE RELIEF**

18 11. The Plaintiffs' claims for prospective relief regarding the strip search
19 classes have, as a result of this litigation, been resolved by the cessation of the
20 following practices:

- 21 a. Strip search those who meet the definition above of Pre-
22 Arraignment Strip Searches. (See "Pre-Arraignment Strip Search
23 Class" Definition.)
- 24 b. Strip search those who meet the definition above of US Marshal
25 Strip Searches. (See "USM Strip Search Class" Definition.)
- 26 c. Strip search those who meet the definition above of Transport
27 Strip Searches. (See "Transport Strip Search Class" Definition.)

28

- 1 d. Strip search those who meet the definition above of Post-Release
2 Strip Searches. (See "Post-Release Strip Search Class"
3 Definition.)
4 e. Engage in group strip searches. (From here on, those being strip
5 searched will be searched individually in a private area, with only
6 those necessary to the strip search present). (See "Group Strip
7 Search Class" Definition.)

8 **VII. CLASS COUNSEL**

9 12. The Court reaffirms the appointment of Barrett S. Litt, Paul J. Estuar,
10 Robert F. Mann and Donald W. Cook as counsel for the Class Representatives and
11 the Class ("Class Counsel").

12 **VIII. PAYMENT BY THE DEFENDANTS**

13 13. As set forth in more detail in the Settlement Agreement, the
14 Defendants agreed to pay a total of approximately \$25,500,000 in settlement of
15 this Lawsuit.

16 14. Within thirty (30) calendar days of the Effective Date for Payment,
17 but no earlier than January 8, 2008, the Defendants shall deposit or cause to be
18 deposited into the Settlement Fund by wire an amount of same day available funds
19 equal to \$25,500,000, less the amount already advanced to the Class Administrator
20 under the terms of the Stipulated Order Granting Preliminary Approval to Class
21 Settlement, and less the amount awarded to Class Counsel as attorneys' fees and
22 costs, which sum of attorneys' fees and costs will be deposited **by wire** to the trust
23 account of Litt, Estuar, et al. on the same date.

24 **IX. NAMED PLAINTIFFS' DISTRIBUTION**

25 15. The Court approves the Named Plaintiffs Distribution – a total of no
26 more than \$200,000 (exclusive of fees and costs). The Court concludes that this
27 award is justified because the Named Plaintiffs made contributions to the class as a
28

1 whole, justifying awards to them higher than those to the general class. In addition,
2 the Named Plaintiffs' individualized damages claims, including special damages,
3 are a factor in the determination of the sum they receive. Such determinations
4 cannot reasonably be made for class members in general without unduly
5 consuming funds for administrative costs that will otherwise be available for
6 distribution to Class members. Any fees due Class Counsel for their representation
7 of the Named Plaintiffs are encompassed within the Class Fund Attorneys' Fees
8 referenced herein.

9 **X. CLASS FUND ATTORNEYS' FEES**

10 16. The parties agreed that the settlement amount shall include all
11 attorneys' fees and costs, and that the Plaintiffs could seek up to 25% of the
12 Settlement Funds of \$_____,000 as attorneys' fees (exclusive of costs). The Court
13 awards Class Counsel ___ % of the \$_____,000 Settlement Funds as Class Fund
14 Attorneys' Fees, to be allocated among the lawyers who worked on the case, by
15 agreement between Class Counsel, as well as costs, disbursements, and expenses,
16 with interest from the date of the deposit of the Settlement Funds at the same rate
17 earned by the Class Fund. Class Fund Attorneys' Fees are exclusive of the costs of
18 pursuing the lawsuit to resolution, the costs after settlement, and the payment of
19 the costs of Class Administration. The Class Fund Attorneys' Fees come to a total
20 of \$_____. The costs awarded to date are \$___, which include both costs to be
21 reimbursed to counsel of \$___ and costs to be reimbursed to Rosenthal & Co. of
22 \$___. The handling of the immediate and subsequent payment of costs to the Class
23 Administrator is addressed at ¶ ___ below.

24 17. The basis for the Court's award of attorneys' fees and costs is
25 contained in a separate order. To the extent there is any conflict between this Order
26 and the separate fee and costs Order, the separate fee and costs Order controls. All
27
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1 of the foregoing amounts are to be paid exclusively out of the Settlement Funds
2 without additional contribution or payment by Defendants.

3 **XI. CLASS ADMINISTRATOR**

4 18. The Court reaffirms the appointment of Rosenthal & Company as
5 Class Administrator (hereby "Rosenthal"). The Court authorizes the payment, to be
6 made immediately by the Defendants, of \$___ to cover its expenses to date. When
7 and if the class distribution goes forward (i.e., if there is no appeal or there is an
8 appeal and the settlement is approved at the appellate level or abandoned), then
9 Rosenthal will receive all the funds remaining after payment the award of Class
10 Fund attorneys' fees and costs (which will be paid directly to Class Counsel,
11 payable to the Litt, Estuar Client Trust Account). Rosenthal will distribute the
12 funds to the Named Plaintiffs as directed by Class Counsel. It is authorized to use
13 up to \$___ in additional money for further costs of Class Administration without
14 further order of court. All other funds provided to Rosenthal will be distributed to
15 class members who filed timely class claims as discussed below.

16 **XII. ALLOCATION AND DISTRIBUTION FORMULA AND PLAN**

17 19. The Settlement Fund shall be used to compensate the class member
18 plaintiffs, for the administration and distribution of the fund, including the Class
19 Administration costs, any costs awarded, the Named Plaintiffs' Distribution, and
20 the Attorneys' Fees awarded, all addressed elsewhere in this Order. The remainder
21 will be distributed to the Class Members who file claim forms according to the
22 following formula:

- 23 a. The first Pre-Arrestment, USM, or Transport Strip Search a class
24 member experienced shall be valued at five (5) points.
 - 25 b. The first Post-Release Strip Search a class member experienced
26 shall be valued at five (5) points.
- 27
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- 1 c. The first Group Strip Search a class member experienced shall be
- 2 valued at two (2) points.
- 3 d. For purposes of determining points, any arrest event (aka booking
- 4 cycle) during which a class member receives points for any of a
- 5 Pre-Arrestment, USM, Transport or Post-Release Strip Search, no
- 6 Group Strip Search points shall be awarded.
- 7 e. A class member may have a Pre-Arrestment, USM, or Transport
- 8 Strip Search in the same arrest event as a Post-Release Strip
- 9 Search.
- 10 f. Any strip search for which points are available that does not fit into
- 11 sections (a), (b), or (c) above shall be valued at one (1) point.
- 12 g. A class member may receive points only for the first three arrest
- 13 events (aka booking cycles) for which an award is available.
- 14 h. No class member may receive more than a total of 15 points.
- 15 i. No class member who files and qualifies for a claim will be paid
- 16 less than at least \$50, and the final distribution formula will be
- 17 adjusted accordingly.

18 20. Plaintiffs shall use their best efforts to insure that distribution of the
19 settlement amount will occur in such a way so that no residual amount of the
20 Settlement Fund will remain following final distribution, the details of which are
21 set forth in the following paragraphs.

22 21. Since there are ___ opt-outs, which total less than the 75 opt-outs over
23 which Defendants had the right to withdraw from this settlement, more than one
24 and less than 75 opt-outs, a reserve from the Class Fund composed of the unspent
25 portion of the County's Self-Insured Retention ("SIR") funds (\$___,000), shall be
26 established. This Reserve Fund will be maintained by the Class Administrator in a
27 separate interest bearing account. Upon the resolution of each opt out case, 50% of
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1 the combined costs of defense and damages for that opt out case shall be paid to
2 the County by the Class Administrator upon presentation of a statement of the
3 funds incurred to resolve that opt out. (The other 50% will be paid by the County
4 directly.) This process shall continue until the Reserve Fund is exhausted, or all opt
5 outs are resolved. However, up to \$10,000 of the Reserve Fund may be used to pay
6 defense counsel fees for work performed in this case after the entry of this Order.

7 22. After the final resolution of all filed or negotiated opt-outs, or, for
8 those opt-outs who neither filed nor negotiated cases upon the passage of a period
9 of two years from the time of the opt-out, any funds remaining in the Reserve Fund
10 shall revert to the Class Fund and shall be used as part of the final distribution to
11 class members.

12 23. There will be up to four rounds of distribution of the Class Fund, as
13 follows.

14 *a. First Round of Distribution.* The first round shall be sent at a
15 date set by the Court after final approval of the Settlement,
16 and after the time for appeals in the event of any objections
17 runs. This round will be sent to all class members who file
18 class claims.

19 *b. Second Round of Distribution.* The second round will be sent
20 nine months after the first round. [If there are no opt-outs, the
21 second round will include amounts designated as part of the
22 Reserve Fund.]

23 *c. Third Round of Distribution.* If there are opt-outs, the third
24 round cannot be sent until after two years from the last opt-out
25 date, or after the final resolution of all opt outs, i.e., it cannot
26 be sent until after a time that any funds remaining in the
27 Reserve Fund that revert to the Class Fund so revert.
28

1 Alternatively, it may be sent once all funds in the Reserve
2 Fund have been depleted without the final resolution of all
3 opt-outs. [If there are no opt-outs, or if the terms set forth in
4 this paragraph have been met, the Third Round will be sent
5 six months after the Second Round.]

6 *d. Fourth Round of Distribution.* If, after the Third Round of
7 Distribution, there remain available funds, those funds shall
8 be a) awarded to Class Counsel as an additional fee, b)
9 distributed to the Named Plaintiffs in proportion to the
10 amounts initially paid to them. [Court to choose one]

11 24. Experience indicates that some percentage of people who file claims
12 do not cash the checks sent to them for one reason or another. At the time of the
13 Second Round of Distribution, checks will only be sent to those who cashed their
14 First Round check; anyone not cashing his or her First Round check shall forfeit
15 his or her claim to call settlement funds. Checks issued during the First Round of
16 Distribution shall have a void date 90 days after the issue date, and a stop order shall
17 be placed with the bank for all uncashed checks 100 days after the issue date. Before
18 the subsequent round of distribution, the Class Administrator may re-issue such
19 stopped checks if it has reason to believe that they will be cashed. Similarly, at the
20 time of the Third Round of Distribution, checks will only be sent to those who
21 cashed their Second Round check, following the same procedure as described from
22 the First to the Second Round.

23 25. For each Round of Distribution, the allocation system set forth in the
24 Final Order of Approval and Settlement shall be used to determine the amounts
25 due to each class member. To ensure that all class members receive a meaningful
26 amount of funds during each round of distribution, no qualifying class member
27 shall be issued a check for less than at least \$50 during any round of distribution,
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1 and the distribution formula used by the Class Administrator shall be set such that,
2 despite the amount any individual would otherwise be allocated, the minimum
3 amount of distribution shall be \$50. If, during the Second or Third Rounds of
4 Distribution, there are insufficient funds to distribute \$50 to each qualifying class
5 member, then the class members with the lowest points shall be eliminated until
6 there are sufficient funds available to pay each remaining class member \$50.

7 26. The Court approves the Allocation and Distribution Plan set forth
8 herein, and directs the Class Administrator to distribute the Class Fund in the
9 manner provided herein.

10 27. The Administrator shall scale the claims based upon the point system
11 described above. The Administrator shall compute the number of points due to
12 each Plaintiff, and divide each Plaintiff's number of points into the total number of
13 points to determine each Plaintiff's proportionate share of the Class Distribution.
14 Each individual shall receive the highest point category for which s/he qualifies.
15 To limit the potential effect of multiple arrests and strip searches on the point
16 calculation, no person may receive more than 15 points under this Settlement.

17 28. Each Plaintiff's points are to be based exclusively upon information
18 obtained from the Defendants' records. The total points will be divided into the
19 available funds, so that a value per point is determined. Each Plaintiff will receive
20 the value of his or her points, except no Plaintiff will receive less than \$50.

21 29. As of ___, the Class Administrator received a total of ___ claims after
22 the January 14, 2008, deadline to file claims. The court will [will not] accept these
23 claims. [Additional claims will be accepted until ____.] [No additional claims will
24 be accepted].

25 30. Except for the deposit into the Settlement Funds required by this
26 Order, the Defendants will have no further obligations or duties or liability
27 whatsoever with respect to the Settlement Funds.
28

1 31. At the conclusion of the Class Distribution, the Class Administrator
2 and/or Class Counsel shall submit a report to the Court summarizing the payments
3 made to the Class, and seeking any final administrative costs to be approved.

4 32. Except as otherwise provided in this Order, each party shall bear its
5 own costs, expenses and attorneys' fees.

6 33. The use of the masculine gender herein is construed to include the
7 feminine and/or the neuter where applicable. The use of the singular herein is to be
8 construed to include the plural where applicable. The use of the plural herein shall
9 be construed to include the singular where applicable.

10 34. The Court reserves and maintains jurisdiction over this settlement and
11 its provisions, and over the claims administration and distribution of the funds.
12 Disagreements between the parties on any disputes or unresolved aspects of this
13 Order shall be subject to mediation before the mediator who has mediated this case
14 to date. If mediation is not successful, the matter shall be brought to this Court for
15 resolution.

16 35. The Class Administrator shall distribute the funds within 90 days of
17 either the last day to file a claim form, or the time that the settlement funds are
18 deposited with the Class Administrator, whichever is later. The Class
19 Administrator may have an additional period of time not to exceed 90 days upon
20 the filing of a declaration with the court setting forth the additional time needed
21 and the reasons therefore. The Class Administrator shall file a final report within
22 60 days after the conclusion of the Distribution regarding the Class Distribution for
23 which it is responsible under this Order.

24 36. The monetary relief provided for in the Settlement Agreement shall
25 compensate for all alleged violations of rights and all claims by the plaintiff class
26 members that were or could have been brought in this civil action under any theory
27 of liability for any claims related to allegedly unlawful strip searches within the
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1 class definitions contained herein, except as to monetary damages for those class
2 members who choose to opt out.

3 37. The Court hereby dismisses the Lawsuit on the merits, with prejudice,
4 and without costs, with such dismissal subject only to compliance by the Parties
5 with the terms and conditions of the Settlement Agreement and this Final Order of
6 Approval and Settlement.

7 38. Plaintiffs are hereby severally and permanently barred and enjoined,
8 to the fullest extent permitted by law, from filing, commencing, instituting,
9 maintaining, prosecuting or participating in a lawsuit or any other proceeding
10 against the Defendants, including and the employees, entities, agents and insurers
11 of Defendants, involving or based on any of the claims encompassed by this
12 Settlement and Order, including specifically claims on behalf of any class member
13 whose claims are covered by this Settlement and Order.

14 39. The Named and each Class Member waive all rights or benefits which
15 he or she now has or in the future may have under the terms of California Civil
16 Code section 1542 , arising from, alleged in, or pertaining to the claims that were
17 or could have been asserted in the Lawsuit. Section 1542 reads:

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

22 40. Plaintiffs have not relied upon the advice of Class Counsel as to the
23 legal and/or tax consequences of this settlement, the payment of any money by the
24 Defendants or the distribution of the Settlement Funds.

25 41. Neither this Final Order of Approval and Settlement, the Settlement
26 Agreement, nor any of its terms or the negotiations or papers related thereto shall
27 constitute evidence or an admission by any Defendant that any acts of wrongdoing
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1 have been committed, and they shall not be deemed to create any inference that
2 there is any liability therefore. Neither this Final Order of Approval and
3 Settlement, nor the Settlement Agreement, nor any of its terms or the negotiations
4 or papers related thereto shall be offered or received in evidence or used for any
5 purpose whatsoever, in this or any other matter or proceeding in any court,
6 administrative agency, arbitration, or other tribunal, other than as expressly set
7 forth in the Settlement Agreement.

8 42. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the
9 Court finds that there is no just reason for delay and therefore directs entry of this
10 Final Order of Approval and Settlement. Inasmuch as this disposes of all claims
11 asserted in the Lawsuit, the Court further directs the Clerk to enter an order of
12 dismissal pursuant to F.R.Civ.P Rule 41(a)(1)(2).

13
14 DATED: _____

15 UNITED STATES DISTRICT
16 JUDGE
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1 cc:

2

3 Barrett S. Litt

4 Paul Estuar

5 pestuar@littlaw.com

6 jwhite@littlaw.com

7 Litt, Estuar, Harrison & Kitson, LLP

8 1055 Wilshire Blvd., #1880

9 Los Angeles, CA 90017

10 Phone: (213) 386-3114

11 Fax: (202) 380-4585

12

13 Co-Lead Class Counsel for Plaintiffs

14

15 Robert Mann

16 Donald W. Cook

17 E-Mail: Doncook@Earthlink.Net

18 3435 Wilshire Blvd., Suite 2900

19 Los Angeles, CA 90010

20 Telephone: (213) 252-9444

21 Facsimile: (213) 252-0091

22

23 Co-Lead Class Counsel for Plaintiffs

24

25 Dana Alden Fox

26 Barbara S. Huff

27 bhuff@lynberg.com

28 Lynberg & Watkins

A Professional Corporation

888 South Figueroa Street, 16th Floor

Los Angeles, California 90017-5449

Telephone: (213) 624-8700

Facsimile: (213) 892-2763

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30 Attorneys for Defendants

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Class and Settlement Notice

NOTICE OF CLASS ACTION, PROPOSED CLASS SETTLEMENT AND HEARING

RE: *Craft v. San Bernardino County, et al.*, Case No. EDCV05-0359 SGL.

This Class and Settlement Notice is available in Spanish. Call toll-free: **1-884-271-6718** or visit the following website: **www.SanBernardinoJailClassAction.com**. (*in Spanish*)

If, after May 3, 2003, you were in any San Bernardino County jail facility, and either 1) you were strip searched before being arraigned after being transferred from a local to a main jail, or being transferred from another jail facility to San Bernardino, 2) you were strip searched after being transferred from a federal to a San Bernardino County jail, 3) you appeared in court and the judge ordered you released, and there was no other reason for the San Bernardino County to detain you, but you were strip searched before your release, or 4) you were strip searched in a group,

You may be a CLASS MEMBER and entitled to MONEY.

There is currently pending a class action lawsuit in the United States District Court, Central District of California. The Court has certified the case as a class action. If the proposed Settlement receives final court approval, CLASS MEMBERS are eligible to receive money.

San Bernardino County records show that **you may be a CLASS MEMBER**. Therefore, **you may be eligible to receive MONEY**. To receive any money in this pending Settlement, **you must fill out and mail a Claim Form**.

Your Claim Form

must be **postmarked** or received by the Administrator
no later than January 14, 2008.

If you wish to "opt out," or be excluded from the Settlement, your opt-out letter must be postmarked or received by the Administrator by January 14, 2008.

Even if you do not submit a Claim Form(s) or opt out by the above deadline, you will nonetheless be bound by the Settlement.

**If You Wish to Claim Money,
Fill Out and Mail the Enclosed Claim Form Today.**

If you receive more than one Claim Form, sign and file all Claim Forms you receive.

Below are questions and answers designed to explain to you information about this lawsuit, including how to proceed to file a claim or otherwise participate in the Settlement process.

1. What Is The Class Action Lawsuit About?

This lawsuit involves the former policy and/or practice of the San Bernardino County Jail of strip searching the following categories of inmates without reasonable suspicion that they possessed weapons, drugs or contraband: 1) arrestees who were transferred from a local jail to a main jail before they were arraigned, 2) federal inmates who were transferred to the San Bernardino County Jail, 3) inmates transferred from another jail to San Bernardino County to be arraigned on charges there, and 4) inmates who had appeared in court and became entitled to release after their appearance. In addition, it involves inmates of the San Bernardino County Jail who do not fit into the above categories but were strip searched in a group rather than individually.

2. Who Is A Member Of The Class?

You are a member of the class if you meet the class definition (summarized above and set forth fully in the judge's orders) and your claim can be verified from the records of the San Bernardino County Sheriff's Department.

San Bernardino County must have a record of your being in custody such that officials can identify you individually by true name and other methods of identification and ascertain that you qualify as someone who is a member of the class. Such records are the sole and final way it is determined who is a member of the class.

3. What Is The Purpose Of This Notice?

You have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. Your rights may be affected by this lawsuit.

This information is being sent to everyone who is or may be a member of the class based upon the last known address available from the records of the San Bernardino County Sheriff's Department, and otherwise publicized to reach class members.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are obtained, who is eligible and how to file a claim.

The Court in charge of the case is the United States District Court for the Central District of California, located in Riverside, California. The case is known as Craft v. San Bernardino County, et al., Case No. EDCV05-0359 SGL. The people who brought the case are called Plaintiffs, and the people they sued are called Defendants.

4. Why Is This A Class Action?

In a class action, one or more persons, called the Class Representative(s), sue on behalf of a group of people who have similar claims – the Class Members. One court then resolves the issues for all Class Members, except for those who exclude themselves from the class.

5. Why Is There A Settlement?

The Court has ruled that certain of the claims in this lawsuit are correct. This is a decision that Defendants in the case could appeal. Some issues have not yet been resolved by the Court. Instead of continuing, both sides have agreed to a Settlement. That way, both sides are able to avoid the risks and costs of a trial or appeal, the case can be resolved immediately, and the benefits of the Settlement can be made immediately available to the Class Members. The Class Representatives and their attorneys think that the proposed Settlement is fair to the

Class Members and the parties in the case and think that the terms of the Settlement are a fair, reasonable and adequate resolution of this matter.

6. Are There Lawyers Representing You?

The Court has approved lawyers (called "Class Counsel") to collectively represent you. You will not be asked to pay your own personal money for the services of these attorneys and their associates and staff in litigating this case and negotiating this Settlement. Instead, the lawyers will seek payment from the fund obtained on behalf of the class, as is described further below. Only Class Counsel may act on behalf of the class. However, that does not prevent you from hiring your own lawyer to advise you personally about your rights, options or obligations as a Class Member in this lawsuit. If you want to be represented by your own lawyer, you may hire one at your own expense.

7. What Does The Settlement Provide?

The Settlement provides for payment of a total of approximately \$25,500,000. From the \$25,500,000, the following awards will be made:

- a) An award of attorneys' fees, in an amount not to exceed 25% of the approximately \$25,500,000 total.
- b) Payment of litigation costs and settlement administration fees.
- c) Payment of a total not exceeding \$200,000, a portion of which will be paid to each individual who was a Named Plaintiff and Class Representative, and whose individual damages could be assessed prior to Settlement. These plaintiffs will receive more under the Settlement than other Class Members because of the role that they played in the litigation, and because of individualized damages determinations made in their cases.
- d) Payment of the remainder, estimated to be approximately in the range of \$17,000,000-\$18,000,000, to the members of the class who file claims for payment.

Because this Settlement is to cover all possibilities, approximately \$600,000 of the Settlement will be held back to cover possible County defense costs to defend against claims of people who may exclude themselves from the Settlement. If there are no exclusions, or, if funds remain after the County's cost to defend against them, they will be distributed to Class Members in a further distribution(s) after such issues are all over, but these later rounds of distribution will be adjusted to the extent necessary so that only Class Members who would receive \$50 or more will receive payments.

The Settlement also states that the San Bernardino County Jail no longer engages in the practices being settled (i.e., except where there is reasonable suspicion to do so, will no longer strip search transferees before arraignment, will no longer strip search federal inmates at the time of transfer, will no longer strip search inmates being transferred from another jail to San Bernardino to face charges there, will no longer strip search court returns who are entitled to release, and will no longer strip search in groups).

8. Will I Receive Anything From The Settlement?

If it is verified that you are a Class Member, and you file an approved claim within the time set by the Court, you will be entitled to receive compensation.

The amount you will receive if you do file a claim depends on a variety of factors, including which class you are in, and how many times this occurred to you. However, each approved claim will receive no less than \$50. The full description of the proposed system to determine how much each Class Member will receive is

contained in the Proposed Final Order of Approval and Settlement, which is contained on our website (www.SanBernardinoJailClassAction.com).

9. What Do I Do To Get Money?

If you wish to receive money from the Settlement, you must complete and submit the accompanying Claim Form. Read the instructions on the Claim Form carefully. **All Claim Forms must be completed and postmarked (or received by the Administrator) no later than January 14, 2008**, but it is recommended that you complete and mail your Claim Form as soon as possible. **If you do not timely and properly submit your Claim Form, you will not receive any money** from the Settlement. If you need a copy of a Claim Form, please call 1-884-271-6718 (toll free), or write to the *Craft v. San Bernardino County* Settlement Administrator, P.O. Box 6142, Novato, CA 94948-6142, or download the Form from the Internet at www.SanBernardinoJailClassAction.com.

10. What If I Still Don't Know If I Am A Class Member?

If you are not sure whether you are included in the class, call 1-884-271-6718 or write to:

Craft v. San Bernardino County Settlement Administrator
P.O. Box 6142
Novato, CA 94948-6142

Determinations of whether you are or are not a Class Member will be based exclusively on records of the San Bernardino County Sheriff's Department.

11. How Much Will The Lawyers Be Paid?

The Court has not yet decided how much Class Counsel will be paid. However, they will ask the Court for an award of reasonable attorneys' fees in the amount of 25% of the total \$25,500,000. The Court may award less than that amount, but not more. You will not be asked personally to pay any Attorneys' Fees that the Court may award to Class Counsel. Only if you hire your own lawyer to represent you personally would you have to pay that attorney any fees. In addition, the amount of other expenses and costs incurred in pursuing this class action law suit will be paid from the Settlement. These expenses and costs are separate from and not included in the amount of any attorneys' fees.

12. Can I Exclude Myself From The Settlement?

If you do not want to be a member of the class, or if you want to be able to file your own lawsuit, or be part of a different lawsuit against the Defendant raising the claims involved in this lawsuit, then you must take steps to get out of the class. This is called "excluding yourself" from, and sometimes is referred to as "opting out" of, the class.

13. What Do I Do To Exclude Myself From The Lawsuit?

To exclude yourself, you must send a letter by First-Class mail clearly stating that you want to be excluded from *Craft v. San Bernardino County*. Be sure to include your name, address, telephone number and signature. The name and address of your attorney is not sufficient. **You must mail your Exclusion Request, postmarked no later than January 14, 2008**, to:

Craft v. San Bernardino County Settlement Administrator
P.O. Box 6142
Novato, CA 94948-6142

You cannot exclude yourself on the phone or by email. If you are excluded, you will not be entitled to get any money from the Settlement, and you cannot object to the Settlement. Nor will you be legally bound by anything that happens in this lawsuit.

Unless you exclude yourself from the class, you remain in the class and give up all of your rights against the Defendants except those available to you under this Settlement. That means that, if you don't exclude yourself and you also don't file a claim, you will receive no money but still lose your rights against the Defendants. **So be sure to file your claim.**

Anyone filing an approved claim is guaranteed to receive at least \$50.

14. What Is The Release Of Claims?

As part of the Settlement, you release the claims covered by this lawsuit in exchange for the money you are entitled to receive if you do not exclude yourself from the class. The Proposed Final Order of Approval and Settlement (which you may view on the website for this lawsuit at www.SanBernardinoJailClassAction.com) describes the legal claims against the Defendants you give up by staying in the class (that is, if you do not exclude yourself as described in the question above entitled "What Do I Do To Exclude Myself From The Lawsuit?"). The Released Claims include all claims, demands, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and Attorneys' Fees, that were asserted in the complaint, specifically for the strip searches described earlier. These Released Claims include any other related complaints, grievances, and/or claims, whether judicial or administrative, and whether actually filed or available. Released Claims do not include any other claim(s) that a Plaintiff or member of the classes may have against San Bernardino County for conduct not covered by this Settlement, for example, a false arrest or battery by a police officer.

15. If I Do Not Like The Settlement Or Object To The Attorneys' Fees, How Do I Tell The Court?

If you are and choose to remain a Class Member, you can object to the Settlement if you do not like any part of it, or you may object to the request for Attorneys' Fees. You must give the reason why you think that the Court should not approve the Settlement or the requested Attorneys' Fees (i.e., a mere statement that "I object" will not be sufficient). Do not contact the Court orally to object. Rather, you must send a written statement with the case name and number (*Craft v. San Bernardino County*, Case No. EDCV05-0359 SGL) at the top of the page. In addition, provide your name, your address (just giving the address of an attorney who represents you is not sufficient), your telephone number, the date of arrest to the extent known, your signature and the reason why you object. If you are represented by a lawyer, you should also give the name, address and telephone number of that lawyer. **You must mail your objections and any supporting papers by First-Class mail, postmarked no later than January 14, 2008, to the Court and counsel as follows:**

Clerk of the District Court United States District Court 3470 Twelfth Street Riverside, CA 92501	Barrett S. Litt Paul Estuar Litt, Estuar, Harrison & Kitson, LLP 1055 Wilshire Boulevard, Suite 1880 Los Angeles, CA 90017	Dana Fox Barbara Huff Lynberg & Watkins A Professional Corporation 888 South Figueroa Street, 16th Floor Los Angeles, CA 90017-5449
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You should provide your Driver's License and Social Security numbers with the copies sent to the counsel listed above, so that your file can be located. To protect your privacy, do not send that information to the Court, as what you file with the Court is a public document.

Submitting an objection will not extend the time within which a Class Member may request exclusion from this Settlement.

A full set of the settlement documents, including the Proposed Final Order of Approval and Settlement and the Motion For Award of Attorneys' Fees and Costs either is available (or will be if the motion for attorneys' fees has not yet been filed) on the case website, www.SanBernardinoJailClassAction.com.

16. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the class. If you object and the Court rejects your objection, you remain a member of the class and will be bound by any outcome of the case. Excluding yourself is telling the Court that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

17. When And Where Will The Court Decide Whether To Approve The Settlement And Attorneys' Fees?

The Court has scheduled the Fairness Hearing for 10:00 A.M. on February 4, 2008, in the United States District Courthouse for the Central District of California, Riverside Division, 3470 Twelfth Street, Riverside, CA 92501, in Judge Larson's Courtroom, Courtroom No. One. At this Hearing, Judge Larson will consider whether the Settlement is fair, reasonable and adequate, and will determine the amount of Attorneys' Fees and costs to be awarded. If there are any objections, the Court will consider and rule on them. We do not know how long this process will take. We do not know if the Hearing will be continued. There will not be a new notice if it is. You may speak at the Hearing but only if you have submitted your comments or objections as provided in the question above entitled "If I Do Not Like The Settlement Or Object To The Attorneys' Fees, How Do I Tell The Court?"

18. Do I Have To Come To The Hearing?

No. You may, but need not, attend the Hearing. Class Counsel will answer any questions the Court may have. However, you may come if you choose, at your own expense. If you sent a written objection, you do not have to come to Court to talk about it. As long as you properly submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I Speak At The Hearing?

You will not be heard unless you have submitted your comments or objections as provided in the question above entitled "If I Do Not Like The Settlement Or Object To The Attorneys' Fees, How Do I Tell The Court?" and have stated in your submission that you wish to be heard. You cannot speak at the Hearing if you exclude yourself. If you have submitted an objection, the Court will decide whether or not to hear from you verbally as well.

20. What Happens If I Do Nothing At All?

If you do nothing, your rights will be affected. You will be bound by the terms of the Settlement and you will be agreeing to a release of the claims that are contained in the Settlement. However, because you did not file a claim, you will not be entitled to any money from the Settlement.

21. When Will I Receive Money From the Settlement?

No money will be paid until 1) after the Settlement Funds are deposited with the Settlement Administrator, which will only occur 30 days after the Settlement is approved and all possibilities of appeal are completed, and 2) until after the date set by the Court as the last day to mail or file a claim. After that, it will take at least two months, and quite possibly more, to process all the claims, calculate the amount due to each Class Member and receive the money to send to the Class Members. If you file a claim and do not receive money within six

months after January 14, 2008, which is the last day to mail or file a claim, check the website for this case about when mailings are expected, or contact the Class Administrator by either calling 1-884-271-6718 or writing to:

Craft v. San Bernardino County Settlement Administrator
P.O. Box 6142
Novato, CA 94948-6142

We strongly recommend that you keep a copy of your Claim Form. You may want to send the Form in by certified mail so it can be verified, but you are not required to do so.

22. What Happens If There Is Not A Final Settlement?

Under certain circumstances, it is possible the settlement might not go through (for example, if there are too many people who decide not to participate or if the court for some reason does not approve the settlement). In that situation, the case would go forward and go to trial. If that occurred, it could be that San Bernardino might get a credit for certain expenses involved in the settlement out of a final judgment after trial.

23. Are There More Details About The Settlement?

This Notice merely summarizes the proposed Settlement. You may go to the website titled www.SanBernardinoJailClassAction.com to see the complete Settlement documents in the case, or a copy of the Motion for Award of Attorneys' Fees and Costs when it is filed. In the event that any description in this Notice of the terms in the Settlement documents conflict with the actual terms of the Settlement documents, the terms of the Settlement documents control.

Rosenthal & Company LLC

300 Bel Marin Keys Boulevard, Suite 200, Novato, CA 94949
Ph: 415-884-1100 or 800-211-5201
Fax: 415-382-6565
rosenthalco.com

July 23, 2007

DanR@RosenthalCo.com

Sent by E-mail

Barry Litt, Esq.
Litt Estuar Harrison Miller Kitson LLP
1055 Wilshire Blvd., Suite 1880
Los Angeles, CA 90017

Re: San Bernardino County Jails Strip Search Settlement
Notice and Administration Cost Estimate

Dear Barry:

This letter updates our Plan dated June 12, 2007 to change the estimated number of class members to a range of 165,000, to provide for two additional distributions – whose timing will be based on when distributions become stale and when opt-outs are fully resolved, the details of which are contained in the proposed Final Order of Approval and Settlement. This letter describes our plan and the attached spreadsheet provides the details of our estimated costs.

Staff Organization and Training:

Our administration team will be comprised of the Case Manager who is responsible for all day-to-day operations of your case, and who will be assisted by a Case Coordinator. In addition, our specialists in Data Development, Printing/Mailing, Mail Processing, Address Searching, Accounting, Banking, and our entire Call Center staff will assist the Case Manager and Coordinator. We will train the team in the details of the administration, claim forms processing and telephone support. Telephone support training will include the development of questions and answers to be used as a guideline, and we will role-play handling calls before going "live."

Number of Class Members:

Our estimate assumes there are 165,000 class members. We understand that this number might change, and our costs will change accordingly.

Data and Forms Setup:

We will translate the class member list into our claims management software. We will consolidate records so that there is only one primary record for each class member and, as needed, multiple records for each class member's bookings. We will pre-assign unique sequential control numbers to each class member, and these control numbers will be used throughout the administration procedure. Prior to mailing, the addresses will be updated using the National Change of Address System ("NCOA"), which updates the addresses for all people who have moved during the past four years and who have filed their change of address with the post office.

Barry Litt, Esq.
June 23, 2007
Page 2.

We assume that the Notice will be printed as a six page booklet, folded to 8 ½" x 11" and then to letter size. A second copy of the Notice will be translated to Spanish, and will be included in all of the Notice & Claim Form mailings. The Claim Form will be printed on two sides of an 8 ½" x 14" sheet, with English language on one side and Spanish language on the reverse side.

The Claim Form will be pre-printed with the class members' names, addresses, pre-assigned claim numbers, and barcodes of the claim numbers, as well as all the information that can be provided upon which the claimants' shares are based.

A #10 size window envelope will be used, with the name and address on the claim form showing through the window as the mailing label. A self-addressed #9 return envelope will be provided in the notice packet.

All proofs will be submitted for approval by the parties prior to printing.

Printing/Mailing the Notice and Claim Form:

Printing and mailing will be accomplished within one week after the final proofs are approved. The mailing will be by first-class postage.

We will enter new addresses and re-mail all Notice/Claim Forms that are returned by the postal service with a forwarding address. We will create a database of all returned mail without forwarding addresses so that we know which class members did not receive the notice.

Address Searches:

We will track all returned undeliverable mail. We will then conduct address searches using credit bureau information for all returned mail that does not have a forwarding address, and re-mail to the class members whose new addresses are found.

Published Notice:

DANART Communications, our in-house advertising agency, has been developing media plans and placing space for legal notices since 1986. The Summary Notice will be published in a newspaper list that includes the San Bernardino Newspaper Group (the *San Bernardino County Sun*, *Inland Valley Daily Bulletin* and the *Redlands Daily Facts*) for broad market coverage, the *Inland Valley News* for African American coverage and *La Prensa* for Hispanic market coverage. We have budgeted for insertions on two weekdays and two Sundays in the San Bernardino Newspaper Group, and for four weekdays each in the *Inland Valley News* and *La Prensa*.

Automated Telephone Support:

We will establish a toll-free automated telephone response system. The purpose of this system is to provide class members with access to information about the settlement (via menu-driven Q&As, if desired) and to capture Notice/Claim Form requests. Callers will be able to request the

Barry Litt, Esq.
June 23, 2007
Page 3.

Notice Packet by recording their name and address. A Spanish Language version will be included.

The automated phone system vendor will transcribe the names and addresses of the people requesting the Notice/Claim Form, and we will download these names and addresses once a week. Claim numbers will be assigned to all requestors, and the Claim Forms for the fulfillment will be pre-printed with the name, address and claim number as they were for the initial mailing.

We will fulfill requests on a weekly basis, although beginning two weeks before the opt out and objection deadlines, we will download and fulfill on a daily basis.

Web Site Set-up and Maintenance:

We will establish a web site to provide a summary of the case, the important dates, downloads of the Notice and Claim Form, and access to Q&As about the settlement and any other documents that are deemed important to provide the class.

Opt Out Processing:

We will receive and maintain all Requests For Exclusion. We will provide copies to the parties and the Court along with our Declaration of Notice Procedures.

Claim Forms Processing:

Our estimate assumes three levels of filed claims: 10%, 15% and 25% of the class members.

When the Claim Forms are received from class members, they will be opened and sorted according to categories that will be determined by the information on the form. For example, the initial sort might be "no address changes," "address changes," and "no signatures."

Claim Forms will be processed as received, and Notices of Deficiency will be mailed to claimants based on pre-determined criteria.

We understand that the County's records prevail, and therefore we expect to not process disputes to the data and not approve claims from people who are not in the original data. Given the possibility for people with aliases and name changes compared to the original database, we plan to allow people who are not on the class list to request claim forms and file claims, and then determine the eligibility when and if they file a claim.

Our estimate assumes that processing forms will require an average of 5.5 to 7 minutes per claim form, depending on the volume received. The actual time required for processing forms may be greater or less.

We understand the County's records will be fairly comprehensive with respect to Social Security Numbers, and this should aid us significantly in consolidating records of people with multiple bookings under different names.

Barry Litt, Esq.
June 23, 2007
Page 4.

When the processing work is complete, we will provide the parties with the lists of names and addresses of valid Claim Forms received. Claimants with rejected claims will be sent a Notice of Rejected Claim.

Throughout the claims procedure, we will provide on a weekly basis statistics regarding mailings, re-mailings, claims processed, opt-outs received and whatever other information is desired.

Funds Distribution:

We will obtain a settlement fund taxpayer ID and establish the settlement fund bank accounts at our high volume bank, the Bank of America North Coast Commercial Banking Office in Santa Rosa, California.

Checks will be printed on an 8 ½" x 11" sheet, with the check printed on safety paper at the top one-third of the sheet and a transmittal letter on the bottom two-thirds.

When the checks are issued, we will utilize the bank's Positive Pay system and will monitor the accounts on a daily basis to deter fraudulent attempts to cash checks and other debit attempts. In addition, we will download the data for cashed checks on a weekly basis to update our computerized check register. In this way, we know on a current basis what checks are cleared and therefore can quickly respond to requests from claimants who have misplaced their checks and aren't sure if the checks were cashed. We also handle all stop-payment/reissue requests, and follow-up with undeliverable checks.

There will be three rounds of issuing checks. The first round will be right after the claims are filed. Round two will be after the checks from Round One become stale, and will pay claimants who cashed their first round checks. We estimate that 90% of the claims filed in the first round will cash their checks. The third round will occur after all opt-outs have been resolved. In Rounds 2 and 3, the number of class members who receive distributions will be reduced, based on eliminating those with the lowest number of points, so that those receiving distributions will all receive at least \$50 per person.

Given the anticipated time frame for the three rounds of distribution, estimated at over two years, we have budgeted for 20 hours per month for 2 ½ years in staff time to handle requests from claimants to reissue checks.

Damasco & Associates, a CPA firm that specializes in settlement fund tax services, will prepare the settlement fund federal and state tax returns as required. Our estimate assumes one year's tax returns will be prepared. We have budgeted for four years' of tax returns.

Total Estimated Cost:

The total estimated cost, assuming there are 165,000 class members, ranges from approximately \$745,000 to \$1,021,000, depending on the number of claims filed. The actual cost will depend on the actual number of claims filed and paid, and for the staff time to conduct our work. We

Barry Litt, Esq.
June 23, 2007
Page 5.

will bill at the unit rates quoted in the estimate and our staff hours will be billed at \$75 per hour. We will provide a summary invoice for the data setup, printing/ mailing and published notice prior to the initial mailing, and will invoice on a monthly basis thereafter.

Barry, I think that we have covered all the details of the Settlement Administration Plan. Please let me know if there are some parts that I may have overlooked or for which we have not provided enough information.

Sincerely,

Dan Rosenthal

Resenthal & Company
 San Bernardino Jails
 Office, Claims Process
 re: San Bernardino Jails
 7/12/2007

Number of	165,000				
1. Notice					
Format Docs (hrs)	200	\$75.00	\$15,000		
Site text)			2,500		
			150		
				\$17,650	
Legal Size)	165,000	\$0.33	\$53,625		
Return Envelope	165,000	\$0.52	85,800		
	10%	16,500	\$1.60	26,318	
Mail	45%	74,250	\$75.00	5,569	
(hrs)		74			171,311
Form					
		106 hrs	\$75.00	\$7,955	
		74,250	\$0.45	33,413	
	75%	55,688			
		55,688	\$1.60	88,822	
		15 hrs	\$75.00	1,125	
					131,314
Form Setup Vendor Costs (incl Spanish)				\$3,500	
Form (hours)		50 hrs	\$75.00	3,750	
Form	15%	24,750			
		3			
		74,250	\$0.14 /min	10,395	
		450			
		450	\$0.50	225	

each)	15 hrs	\$75.00	1,125		
	450	\$1.60	718		
				19,713	
				24,305	
anish)	50	\$75.00	\$100		
m Form (Letter size)			3,750		
(hours)	12	\$75.00	900		
	12	\$50.00	600		
	250				
each)	8 hrs	\$75.00	625		
	500	\$1.60	798		
				6,773	
	50 hrs	\$75.00	3,750		
	50	\$1.60	80		
				3,830	
	20 hr	\$75.00	\$1,500		
	10 hr	\$75.00	750		
on				2,250	
	50 hrs	\$75.00		3,750	
				\$380,896	
Class Members	165,000				
2. Claims					
	10%	16,500	15%	24,750	25%
					41,250

		Units	\$	Units	\$	Units	\$
(claim)	\$75.00	50 hrs	\$3,750	50 hrs	\$3,750	50 hrs	\$3,750
olicies, Prep for Scan		7		6.5		5.5	
	\$75.00	1,925 hrs	144,375	2,681 hrs	201,094	3,781 hrs	283,594
	\$1.25	16,500	20,625	24,750	30,938	41,250	51,563
ixes, Enter Text							
	\$75.00	83 hrs	6,188	124 hrs	9,281	206 hrs	15,469
	1.00%	165		248		413	
	\$1.50	165	248	248	371	413	619
(response)		10		10		10	
	\$75.00	28 hrs	2,063	41 hrs	3,094	69 hrs	5,175
	\$1.00	165	165	248	248	413	413
	2%	330		495		825	
	20						
	\$75.00	110 hrs	8,250	170 hrs	12,750	280 hrs	21,000
	\$75.00	40 hrs	3,000	40 hrs	3,000	40 hrs	3,000
			\$188,663		\$264,525		\$384,563
3. Distrib							
	90%	14,850		22,275		37,125	
	\$2.20			\$1.95		\$1.70	
	97%	14,400	\$31,680	21,610	\$42,140	36,010	\$61,217
	\$1.50	450	675	665	998	1,115	1,673
ed claims		14,850		22,275		37,125	
	\$1.00	3,600	3,600	5,403	5,403	9,003	9,003
	\$75.00	100 hrs	7,500	113 hrs	8,438	150 hrs	11,250
			350		350		
	\$1,500	1	1,500	1	1,500	1	1,500
			\$45,305		\$58,827		\$84,992
Activity							
onths	\$75.00	360 hrs	\$27,000	360 hrs	\$27,000	360 hrs	\$27,000
			150		150		150
ms	\$75.00	50 hrs	3,750	50 hrs	3,750	50 hrs	3,750
	90%	13,000		19,400		32,400	
	\$2.20			\$1.95		\$1.70	

	\$75.00	100 hrs	28,600		37,830		55,080
	\$1,500	2	7,500	113 hrs	8,438	150 hrs	11,250
			3,000	2	3,000	2	3,000
			\$70,000		\$80,168		\$100,230
	\$75.00	25 hrs	\$1,875	25 hrs	\$1,875	25 hrs	\$1,875
	25%	3,250		4,850		8,100	
		\$2.75		\$2.75		\$2.25	
			8,938		13,338		18,225
hrs)	\$75.00	75 hrs	5,625	84 hrs	6,296	105 hrs	7,886
	\$1,500	1	1,500	1	1,500	1	1,500
			\$17,938		\$23,008		\$29,400
			\$133,243		\$162,003		\$214,708
Total Esti			\$702,801		\$807,424		\$980,166
Summary			\$380,896		\$380,896		\$380,896
			188,663		264,525		384,563
			133,243		162,003		214,708
			\$702,801		\$807,424		\$980,166
			\$632,500		\$726,700		\$882,100
			\$773,100		\$888,200		\$1,078,200

v. San Bernardino County Settlement Administrator
P.O. Box 6142
Novato, CA 94948-6142
1-884-271-6718

CLASS ACTION CLAIM FORM

If you receive more than one Claim Form, sign and file all Claim Forms you receive.

||||| Claim #: SBO-123456-7
First Last (pre-print)
c/o (pre-print)
Address (pre-print)
City, ST Zip (pre-print)

Name/Address Changes (if any). Please enter below:

First Name Last Name

Address

Please provide the following personal identification information

City State Zip

Email address: _____

() _____
Area Code Daytime Telephone Number

() _____
Area Code Evening Telephone Number

Social Security Number: _____

Date of Birth / /
Month Day Year

Alias(es): _____

I understand my entitlement will be determined exclusively by records of the County of San Bernardino.

I wish to make a claim against the County of San Bernardino because, after May 3, 2003, I was in a County of San Bernardino jail facility, and: 1) I was transferred from a local to a main San Bernardino jail before my arraignment and was strip searched at that time and without reasonable suspicion that I was in the possession of weapons, drugs, or contraband; 2) I was a federal prisoner held in San Bernardino jail and was strip searched at that time and without reasonable suspicion that I was in the possession of weapons, drugs, or contraband; 3) I was transferred from another jail to San Bernardino County to face charges there and was strip searched at that time and without reasonable suspicion that I was in the possession of weapons, drugs, or contraband; 4) I appeared in court and the judge ordered me released, and there was no other reason for the County of San Bernardino to detain me, but I was strip searched before my release; and/or 5) while in custody at a San Bernardino jail I was strip searched in a group by San Bernardino County authorities.

You must mail this Claim Form with a postmark
NO LATER THAN January 14, 2008,
in order to receive money from the class fund.

If your Claim Form is not mailed with a postmark no later than December 31, 2007, you will not be considered a member of the class even if you wish to be. **DO NOT DELAY.**

The information given in this Claim Form is private, and will be held in strictest confidence, except as needed by the Parties and Settlement Administrator. If you have any questions about this lawsuit, write to us at *Craft v County of San Bernardino Settlement Administrator, P.O. Box 6142, Novato, CA 94948-6142* or contact us by e-mail at _____ or visit our web site at www.SanBernardinoJailClassAction.com.

YES, I QUALIFY AND WISH TO MAKE A CLAIM.

By signing this form below, I am confirming that the above information is correct and that:

- 1. I am the person identified above and I am over the age of 18, or, if I am a juvenile, my parent or guardian has signed below.
- 2. I have not received money or compensation for any of the claims involved in this case.
- 3. I will abide by, and be limited to, the formula for damages approved by the Court
- 4. I will keep the Settlement Administrator informed of my whereabouts at all times.

I declare under penalty of perjury that the information given above is true and correct.

Date: _____ Signature: _____
(mm/dd/yyyy)

If you are signing as a Parent or Guardian please print your first and last names on the lines below:

Print Parent/Guardian First Name: _____ Last Name _____

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1055 Wilshire Boulevard, Suite 1880, Los Angeles, California 90017.

On September 19, 2007, I served the foregoing document described as **STIPULATED ORDER GRANTING PRELIMINARY APPROVAL TO CLASS SETTLEMENT; EXHIBITS** on the interested parties in this action by placing the true copies thereof in sealed envelopes addressed as stated below.

Dana Alden Fox, Esq.
Barbara S. Huff, Esq.
LYNBERG & WATKINS
888 South Figueroa Street, 16th Floor
Los Angeles, California 90017

[XX] BY MAIL

I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully paid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Outgoing mail is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

[XX] FEDERAL I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on September 19, 2007, at Los Angeles, California.


Miguel O. Villafuerte