

**EXHIBIT A**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JUAN GAMINO, individually and as  
class representative; KATHY CONLEY,  
individually and as class representative;  
and ED FERREL, individually and as  
class representative,

Plaintiffs,

v.

COUNTY OF VENTURA; VENTURA  
COUNTY SHERIFF BOB BROOKS,  
individually and as the sheriff; and  
DOES 1-200,

Defendants.

) **No. CV 02-9785 CBM**

) **[HON. CONSUELO B. MARSHALL]**

) **CLASS ACTION SETTLEMENT**  
) **AGREEMENT PRESENTED TO THE**  
) **COURT FOR PRELIMINARY**  
) **APPROVAL**

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Plaintiffs Juan Gamino, Kathy Conley, and Ed Ferrel individually and on behalf of the settlement class defined herein (“Plaintiffs”); Defendant Bob Brooks, individually and as the Sheriff for the Ventura County Sheriff and the County of Ventura (“Defendants”), by and through their respective counsel, hereby submit the

1 following Settlement Agreement (“Settlement Agreement”).

2 **I.**

3 **RECITALS**

4 WHEREAS, Plaintiffs filed the above referenced action in United States  
5 District Court for the Central District of California (“Court”) on December 24,  
6 2002; and

7 WHEREAS, Plaintiffs asserted they represented a class of persons who were  
8 required to undergo visual strip searches by the Ventura County Sheriff’s  
9 Department (“VCSD”) when arrested and booked for violation of Health & Safety  
10 Code Section 11550 (“H&S §11550”), and further alleged various violations of the  
11 Federal and State Constitutions, California Civil Code Section 52.1, Government  
12 Code Section 815.6, intentional infliction of emotional distress, negligence, and  
13 negligent training and supervision; and

14 WHEREAS, the Court certified a class on September 17, 2003; and

15 WHEREAS, on October 6, 2003, the Court ruled that the temporal limits of  
16 the class were December 24, 2001 to March 27, 2003 and further ruled that the  
17 class was comprised of persons arrested under H&S §11550 and visually strip  
18 searched by the VCSD; and

19 WHEREAS, the Parties to this Settlement Agreement agree that this action  
20 has been extensively litigated for the past five years and have engaged in extensive  
21 settlement negotiations over approximately eight days and involving two private  
22 mediators and a United States District Court Magistrate Judge; and

23 WHEREAS, Defendants deny that they have done anything wrong  
24 whatsoever, deny all liability to the defined class and do not concede any infirmity  
25 in the defenses that they have asserted or intend to assert in these proceedings, but  
26 are cognizant of the time and expense of further litigation; and

27 WHEREAS, the Parties to this Settlement Agreement believe that settlement  
28 is in the best interests of the parties and will avoid further lengthy and costly

1 litigation;

2 THEREFORE, the Parties agree as follows:

3 **II.**

4 **DEFINITIONS**

5 1. "Administrator" means the claims administrator Gilardi & Company,  
6 LLC, as agreed upon by the parties and as to be appointed by the Court, to review  
7 and determine the validity and amount of claims submitted by a Settlement Class  
8 Member (SCM), (as defined herein), according to the procedures set forth herein.

9 2. The "Bar Date" is the date by which any SCM who wishes to receive  
10 payment pursuant to the Settlement Agreement must file his/her Proof of Claim and  
11 Release Form (attached as Exhibit B), objections to this Settlement Agreement, or  
12 request to be excluded from the class (opt-out). The Bar Date shall be calculated as  
13 the close of business on the 90<sup>th</sup> day after the first day of mailing Class Notice (the  
14 time frame for which mailing is up to two consecutive business days from  
15 beginning to end, as is addressed in ¶33).

16 3. "Class Counsel" means, Earnest C.S. Bell, The Law Offices of  
17 Earnest C.S. Bell, 3844 W. Channel Island Blvd., PMB 170, Oxnard, CA. 93035,  
18 and Barrett S. Litt, Litt, Estuar, Harrison & Kitson, 1055 Wilshire Blvd., #1880,  
19 Los Angeles CA. 90017.

20 4. The "Class Notice" means the notice in a form substantially similar to  
21 that attached hereto as Exhibit C, and such other summary notice to be published in  
22 accordance with the terms of this Settlement Agreement.

23 5. The "Claim Information Letter" means the claim letter inquiry in a  
24 form substantially similar to that attached hereto as Exhibit D that provides those  
25 Possible Settlement Class Member as defined herein and pursuant to the terms of  
26 this Settlement Agreement.

27 6. The "Class Period" is December 24, 2001 to March 27, 2003.

28 7. The Settlement Agreement "Database" means the information

1 provided in hard copy and/or electronic form by the Defendants to the  
2 Administrator and Class Counsel no later than thirty (30) days from the date the  
3 Court grants preliminary approval of the terms of this Settlement Agreement which  
4 includes, to the extent practicable, the name, address at time of booking, date of  
5 birth, Social Security Number, date(s) of arrest and known charges of the SCM  
6 arrested during the Class Period and booked at the Ventura County Jail. The  
7 Database shall not be provided by the Administrator or Class Counsel to any  
8 person, entity, party or any SCM.

9 8. The “Effective Date” means the date upon which a judgment entered  
10 by the Court approving the Settlement Agreement becomes final. The Judgment  
11 will be deemed final only upon expiration of the time to appeal or, if a Notice of  
12 Appeal is filed, upon exhaustion of all appeals and petitions for writs of certiorari.

13 9. “Identified Class Member” means those persons identified in the  
14 Database as having been charged with H&S §11550 during the Class Period. This  
15 includes (1) those persons who were charged with violation of H&S §11550 as a  
16 primary charge during the Class Period and (2) those persons who were charged  
17 with violation of H&S §11550 as either a primary or secondary charge during the  
18 period of June 19, 2002 to March 27, 2003.

19 10. An “Opt-Out” is any person in the Settlement Class as defined herein,  
20 who files a timely request for exclusion pursuant to the terms of this Settlement  
21 Agreement.

22 11. The “Proof of Claim Form” means the Proof of Claim and Release  
23 Form required to be used to make a claim for payment under this settlement. A  
24 copy of the proposed Proof of Claim is attached as Exhibit B.

25 12. “Released Person” means the Defendants and their affiliates,  
26 subsidiaries, predecessors, successors, and/or assigns, together with past, present  
27 and future officials, employees, representatives, attorneys, and/or agents of the  
28 County of Ventura, VCSD, or any of them. “Released Persons” also includes any

1 and all insurance carriers, and/or their representatives and attorneys, for the  
2 Released Persons.

3 13. A “Settlement Class Member” (“SCM”) means any member of the  
4 Settlement Class including representatives, successors and assigns, who qualify as  
5 either (1) an Identified Class Member, as defined herein in ¶9, or (2) a Possible  
6 Settlement Class Member, as defined herein in ¶16, who is in fact a member of the  
7 Settlement Class as defined in ¶14. Settlement Class Members include anyone  
8 meeting this definition, whether that individual filed a Class Claim or not, unless  
9 the individual files a valid and timely Request for Exclusion as provided for in this  
10 Settlement Agreement.

11 14. “Settlement Class” means those persons booked on violation of H&S  
12 §11550 at the Ventura County jail and subjected to a Strip Search between the  
13 period of December 24, 2001 and March 27, 2003.

14 15. “Strip Search” means a search conducted upon intake and booking by  
15 a corrections officer at the Ventura County jail in which the person was required to  
16 remove his or her clothing, including underwear, in the presence of the corrections  
17 officer.

18 16. “Possible Settlement Class Member” means those persons identified in  
19 the Defendants’ computer system for the period December 24, 2001 to June 19,  
20 2002 (“Computer System”) who are not identified as being charged with H&S  
21 §11550 and contain a primary charge in the Computer System listed in Exhibit E.

22 **III.**

23 **DISCLAIMER OF LIABILITY**

24 17. This Settlement Agreement is for settlement purposes only, and neither  
25 the fact of, nor any provision contained in this Settlement Agreement or its exhibits,  
26 nor any action taken hereunder shall constitute, be construed as, or be admissible in  
27 evidence as any admission of the validity of any claim or any fact alleged by any  
28 Plaintiff, SCM or class member in either this action or in any other pending or

1 future action or of any wrongdoing, fault, violation of law, or liability of any kind  
2 on the part of any Released Person or admission by any Released Person of any  
3 claim or allegation made in this action or in any other action. Defendants deny all  
4 allegations of wrongdoing and deny any liability to Plaintiffs, to any SCM, to any  
5 Possible Settlement Class Member, or to any other class member. The parties have  
6 agreed that, in order to avoid long and costly litigation, this dispute should be  
7 settled pursuant to the terms of this Settlement Agreement, subject to the approval  
8 of the Court.

9 **IV.**

10 **TERMS AND EFFECT OF SETTLEMENT AGREEMENT**

11 18. The parties agree solely for the purposes of this settlement and  
12 implementation of the settlement. If the settlement fails to be approved or  
13 otherwise fails consummation, then this Settlement Agreement is hereby  
14 withdrawn.

15 19. An SCM who complies with the requirements set forth in this  
16 Settlement Agreement will be paid specified sums determined by the settlement  
17 distribution tiering process set forth herein, which payment shall be in full  
18 satisfaction of all claims of that SCM.

19 20. The Settlement Agreement, as of the Effective Date, resolves in full all  
20 claims against the Released Persons by all of the SCMs, including the named  
21 Plaintiffs, involving violations of law or constitutional rights, including, without  
22 limitation, their Fourth Amendment rights, their Fourteenth Amendment rights, or  
23 any other federal, state or local law, regulation, duty, or obligation, or any other  
24 legal theory, action or cause of action, which are based upon or could be based  
25 upon or arise from the facts alleged in the lawsuit, i.e., claiming damages for strip  
26 searches occurring while in custody of the Ventura County Sheriff's Department..  
27 When the Settlement Agreement is final, as of the Effective Date, all SCMs,  
28 including the named Plaintiffs, waive all rights to any and all claims relating to

1 Strip Searches by Released Parties under any theory or cause of action whatsoever  
2 under California state law and federal law. This waiver and release shall include a  
3 full release and waiver of unknown rights that may exist as of the Effective Date.

4 21. As of the Effective Date, the SCMs, including the named Plaintiffs,  
5 hereby waive any and all rights to pursue, initiate, prosecute, or commence any  
6 action or proceeding before any court, administrative agency or other tribunal, or to  
7 file any complaint regarding acts or omissions by the Released Persons with respect  
8 to any Strip Search by Defendants that occurred or may have occurred during the  
9 Class Period; and further, as it relates to this waiver or Release, expressly waive the  
10 provisions of California Civil Code §1542, which provides that “a general release  
11 does not extend to claims which the creditor does not know or suspect to exist in his  
12 or her favor at the time of executing the release, which if known by him or her must  
13 have materially affected his or her settlement with the debtor.”

14 22. This Settlement Agreement, together with its exhibits, contains all the  
15 terms and conditions agreed upon by the Parties hereto regarding the subject matter  
16 of the instant proceeding, and no oral agreement entered into at any time nor any  
17 written agreement entered into prior to the execution of this Settlement Agreement  
18 shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and  
19 conditions contained herein, except as expressly provided herein.

20 23. Each SCM shall be deemed to have submitted to the jurisdiction of the  
21 Court.

22 24. This Settlement Agreement is subject to and conditioned on a Fairness  
23 Hearing conducted by the Court and the final approval of this Settlement  
24 Agreement and the issuance of the final order and judgment of dismissal by the  
25 Court, providing the specified relief as set forth below, which relief shall be  
26 pursuant to the terms and conditions of this Settlement Agreement and the Parties’  
27 performance of their continuing rights and obligations hereunder. The Order and  
28 Judgment shall be deemed final only on expiration of the time to appeal, or if a



1 Notice of Appeal is filed, upon exhaustion of all appeals and petitions for writs of  
2 certiorari or the expiration of the time to file such writ petition. Such final Order  
3 and Judgment shall:

4           A. Dismiss with prejudice all claims in the action as to the Released  
5 Persons including all claims for monetary damages, declaratory relief and  
6 injunctive relief, each side to bear their own costs and fees except as otherwise  
7 provided for in this Settlement Agreement;

8           B. Order that all SCMs are enjoined from asserting against any  
9 Released Person, any and all claims which any SCM had, has or may have in the  
10 future arising out of the facts alleged in the Complaint;

11           C. Release each Released Person from the claims which any SCM  
12 has, had or may have in the future, against such Released Person arising out of the  
13 facts alleged in the Complaint;

14           D. Determine that this Settlement Agreement is entered into in  
15 good faith, is reasonable, fair and adequate, and in the best interest of the Class; and

16           E. Reserve the Court's continuing and exclusive jurisdiction over  
17 the Parties to this Settlement Agreement, including Defendants and SCMs, to  
18 administer, supervise, construe and enforce the Settlement Agreement in  
19 accordance with its terms for the mutual benefit of all Parties.

20           The Parties will take all necessary and appropriate steps to obtain preliminary  
21 and final approvals of the Settlement Agreement, and dismissal of the action with  
22 prejudice, all parties bearing their own fees and costs unless otherwise set forth in  
23 this Settlement Agreement. If the Court gives final approval of this Settlement  
24 Agreement, and if there is an appeal from such decision, the Defendants will not  
25 oppose Plaintiffs' efforts to defend the Settlement Agreement.

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V.

**RESOLUTION AND PAYMENT OF CLAIMS**

**SETTLEMENT PAYMENT TIERS**

25. This settlement shall not include any *cy pres* fund. Further, Released Parties shall not prefund any settlement fund or proceeds.

26. Defendants agree to pay each of the three class representatives an amount no greater than \$50,000, the precise amount to be determined by the Court upon request by the class representatives. Defendants agree not to contest Plaintiffs' request for approval of these payments to class representatives and the Parties agree that Court will decide whether this amount or some lesser amount shall be awarded the class representatives. Defendants or their insurers will issue a check that will include the approved attorneys' fees and costs, and the funds awarded to the class representatives in a single check (hereafter the "Class Rep/Fee Check"). The Class Rep/Fee Check will be issued in the name of the three class representatives, Law Offices of Earnest Bell and Litt, Estuar, Harrison & Kitson LLP. The Class Rep/Fee Check will be available to be picked up from the Law Offices of Alan Wisotsky no later than 14 days after the Effective Date. The class representatives will not otherwise participate in the claims process involving SCMs or receive any other payment under the terms of this Settlement Agreement. The Class Representatives and Class Counsel shall provide tax identification information to Defendants within 30 days from the date of preliminary approval of the Settlement Agreement.

27. The Parties agree that this is a claims-made settlement, requiring an SCM to formally submit a valid and completed Proof of Claim Form in order to qualify and receive payment under this Settlement Agreement. Defendants agree to pay an SCM who complies with the requirements set forth in this Settlement Agreement according to a tier payment process as follows:

A. TIER 1: A Tier 1 SCM is a class member who was Strip

1 Searched during the Class Period and at the time of the booking was charged with  
2 an offense concerning weapons or violence in addition to violation of H&S §11550.  
3 Defendants agree to pay an SCM who qualifies under the terms of this Settlement  
4 Agreement in Tier 1, a one-time only sum of \$250 [Two Hundred Fifty Dollars].

5 B. TIER 2: A Tier 2 SCM is a class member who was Strip  
6 Searched during the Class Period and at the time of the booking was charged with  
7 an offense relating to a drug or narcotics offense in addition to violation of H&S  
8 §11550. Defendants agree to pay an SCM who qualifies under the terms of this  
9 Settlement Agreement in Tier 2, a one-time only sum of \$650 [Six Hundred Fifty  
10 Dollars].

11 C. TIER 3: A Tier 3 SCM is a class member who was Strip  
12 Searched during the Class Period and at the time of the booking was charged with  
13 H&S §11550, but not with any weapons, violence or drug charges. For purposes of  
14 claims administration, a list of weapons, violence and drugs charges are set forth in  
15 Exhibit F and will be provided to the Administrator. Defendants agree to pay an  
16 SCM who qualifies under the terms of this Settlement Agreement in Tier 3, a one-  
17 time only payment of \$2,300 [Two Thousand Three Hundred Dollars].

18 D. TIER 3, SECOND SEARCH: Defendants agree to pay an SCM  
19 who qualifies for a payment under Tier 3 as set forth in Paragraph 27(C), above,  
20 and was subjected to a second separate and distinct arrest, booking and Strip Search  
21 during the Class Period that qualifies as a Tier 3 Search, a one-time only payment  
22 of \$700 for the second search. Defendants shall not be liable to pay for any  
23 additional Strip Search to which an SCM was subjected. By way of illustration and  
24 for example, if an SCM was arrested three separate times during the Class Period  
25 and each of the three Strip Searches qualify under Tier 3, the SCM would be  
26 entitled to a single Tier 3 payment in accordance with Paragraph 27(C) and a single  
27 second search payment in accordance with Paragraph 27(D) and no other payment.

28 28. An SCM is limited to a one time only payment from one of the three

1 tiers identified in Paragraph 27, above. An SCM may not qualify in more than one  
2 of the three tiers and an SCM shall not be entitled to receive a payment from more  
3 than one of three tiers. If an SCM qualifies for more than one of the three tiers as  
4 set forth, above, Defendants agree to pay such SCM from the highest payout tier for  
5 which the SCM otherwise qualifies. By way of illustration and for example, if an  
6 SCM was arrested twice during the Class Period and qualifies for payment in Tier 1  
7 for the first Strip Search and Tier 2 for the second Strip Search, the SCM, who  
8 otherwise qualifies for payment under the Settlement Agreement, would be  
9 qualified to receive \$650, the higher of the two qualifying payouts. Under no  
10 circumstances would Defendants be obligated to make payment under both tiers.

#### 11 **CLASS COUNSEL FEES**

12 29. Released Parties shall pay a one-time only lump sum payment of  
13 \$1,400,000 (One Million Four Hundred Thousand Dollars) issued jointly to Class  
14 Counsel. This payment represents a full and final settlement of all past, present and  
15 future attorneys' fees and all past, present and future ordinary and extraordinary  
16 costs. It shall be paid as specified in ¶26, *supra*.

#### 17 **CLASS ADMINISTRATION COSTS**

18 30. Up to \$250,000 (Two Hundred Fifty Thousand Dollars) will be paid  
19 by Released Parties for all claims administration costs. Claims administration costs  
20 shall be limited to the costs of claims administration, costs of class notice and costs  
21 for a Special Master as set forth in this Settlement Agreement. Defendants and the  
22 County of Ventura's insurers had the unilateral right to decline entering into the  
23 Settlement Agreement if they determined that claims administration costs would  
24 exceed \$250,000. This unilateral right to decline expired on April 15, 2008 and the  
25 Defendants and the County of Ventura's insurers did not exercise the right, which  
26 right has now expired. Claims administration costs will be paid separately from the  
27 amounts paid to SCMs and separately from Class Counsel's fees and costs as set  
28 forth in Paragraph 29.

1                   **CLASS NOTIFICATION**

2           31. The Administrator shall be responsible for providing Class Notice.  
3 This shall comprise mailing notice by regular mail to the SCMs' last known  
4 address. The Administrator shall also use normal and customary means to search  
5 for an SCM's last known address, including the use of a postal database. The Class  
6 Notice shall describe the particulars of the case, provide the class definition,  
7 provide information for claimants to contact the Administrator for a claims form  
8 and other usual and customary information. A Class Notice is attached to this  
9 Settlement Agreement as Exhibit C. Class counsel Earnest Bell shall be provided an  
10 initial set of 200 claim forms, and more as requested, to provide to persons seeking  
11 claim forms from him.

12           32. The Administrator shall complete the mailing of Class Notice and  
13 Claim Information Letters, as set forth in Paragraphs 31 and 34, within two  
14 consecutive business days. The first day of such mailing is the first day of the  
15 period for calculating the "bar date" as provided in ¶ 2.

16           33. The Administrator shall be responsible for publishing Class Notice as  
17 follows:

18               A. Los Angeles Times, editions covering from San Luis Obispo in  
19 the North to Los Angeles in the South. The notice shall run on four separate days a  
20 week apart over a four week period and shall be at least 1/8 page in size.

21               B. Ventura County Star. The notice shall run on four separate days  
22 a week apart over a four week period and shall be at least 1/4 page in size.

23               C. Ventura County Cable TV Community Bulletin Board. Provide  
24 a notice announcement for four days.

25                   **CLAIM INFORMATION LETTER TO POSSIBLE SCMs**

26           34. The Administrator shall be responsible for sending a Claim  
27 Information Letter to Possible Settlement Class Members, based on an agreed upon  
28 list of Possible Settlement Class Members that will be provided to the

1 Administrator by Class Counsel and Counsel for Defendants. This Claim  
2 Information Letter will be in addition to the Class Notice, Claim Form and any  
3 other materials sent to already identified SCMs. The Claim Information Letter shall  
4 be sent by first class mail to the last known address for the Possible Settlement  
5 Class Member as contained in the Computer System. The Claim Information Letter  
6 will advise the Possible Settlement Class Members that the Computer System  
7 indicates an arrest during the Claim Period, but does not reflect a charge for  
8 violation of H&S §11550. The Claim Information Letter will advise the Possible  
9 Settlement Class Member that, to make a claim as an SCM, they must complete and  
10 sign a Proof of Claim Form and that it must be their good faith best recollection,  
11 under penalty of perjury, that they were charged with H&S §11550 at the time of  
12 arrest during the Claim Period and that they were subjected to a Strip Search. The  
13 Claim Information Letter will further advise the Possible Settlement Class Member  
14 that the Defendants and/or Administrator may review the arrest files of these  
15 Possible Settlement Class Member to verify any claim made. A copy of the Claim  
16 Information Letter form is attached as Exhibit D. The timely filing of a Proof of  
17 Claim by a Possible Settlement Class Member shall qualify that Possible Settlement  
18 Class Member to receive payment of his or her claim regardless of the length of  
19 time required to determine whether s/he is in fact an actual SCM who is entitled to  
20 payment under this Agreement.

21 35. The Administrator shall report all Proof of Claim Forms filed by  
22 Possible Settlement Class Members within 10 days from the Bar Date to Class  
23 Counsel and Counsel for Defendants. The VCSD shall then cause the arrest records  
24 for those Possible Settlement Class Members to be retrieved for further review  
25 (“Arrest Records”). If the VCSD determines that the Possible Settlement Class  
26 Member’s records indicate a charge of violation of H&S §11550 at the time of the  
27 relevant arrest and Strip Search, it shall so advise the Administrator, Class Counsel  
28 and Defendant’s counsel. The Administrator shall then treat that claimant as an

1 SCM, subject to the terms of this Settlement Agreement. If the VCSD concludes  
2 that the Possible Class Member's records do not include a charge for violation of  
3 H&S §11550, it shall provide copies of those records to the Administrator, Class  
4 Counsel and Defendant's counsel.

5 36. Upon receipt of the Arrest Records, the Administrator, Class Counsel  
6 and Defendant's counsel shall meet and confer by telephone or in person. For  
7 purposes of this section, each of the three shall have a single vote. If all agree that  
8 the Arrest Records include a charge of H&S §11550, the Possible Settlement Class  
9 Member claimant shall be considered an SCM, subject to the terms of this  
10 Settlement Agreement. If all agree that the Arrest Records do not include a charge  
11 of H&S §11550, the Administrator shall provide written notice to the Possible  
12 Settlement Class Member claimant that he/she does not qualify as an SCM. The  
13 written notice of rejection shall also provide the Possible Settlement Class Member  
14 with information regarding the right to appeal the decision to a Special Master as  
15 set forth in this Settlement Agreement. If the Administrator, Class Counsel and  
16 Counsel for Defendants cannot unanimously agree, the matter shall be submitted to  
17 the Special Master pursuant to the Dispute Resolution provisions set forth in this  
18 Settlement Agreement.

19 37. Notwithstanding any other provision in Paragraphs 34-36, above,  
20 Defendants, in their sole discretion, may elect to treat any submitted claim from a  
21 Possible Settlement Class Member as if the Arrest Records contained a charge for  
22 violation of H&S §11550 and instruct the Administrator to treat such Possible  
23 Settlement Class Member as an SCM, subject to all other provisions of this  
24 Settlement Agreement.

25 **CLASS ADMINISTRATION FOR PROOF OF CLAIM FORMS**

26 38. The Administrator shall be responsible for providing and receiving  
27 Proof of Claim Forms. The Administrator shall determine eligibility for and the  
28 amount of payment based on the Database or other available County of Ventura

1 documents provided by Defendants to the Administrator. The Class Administrator  
2 shall email a report in electronic format every 15 days from the time notice is sent  
3 until the claims process is completed to all counsel providing the following  
4 information regarding filed claims: name of claimant; date of birth of claimant;  
5 postmark date of claimant's claim; whether the claimant is an identified or possible  
6 class member; and the amount, if determined, to which the claimant is entitled..

7 39. A Proof of Claim and Release Form shall be deemed timely submitted  
8 when received by the Administrator, or postmarked, on or before the Bar Date.  
9 Facsimile or electronic mail filings are not acceptable, will be deemed untimely  
10 filed and shall not be considered by the Administrator.

11 40. A Proof of Claim Form which does not meet the requirements set forth  
12 in this Settlement Agreement or is otherwise determined to be deficient or untimely  
13 by the Administrator will be preliminarily rejected by the Administrator.

14 41. If the Administrator rejects a claim, it shall provide written notice by  
15 First Class Mail and a 30-day time limit to provide an opportunity for the claimant  
16 to submit evidence to support eligibility as an SCM. Failure to timely respond to  
17 the Administrator's notice of rejection will bar any further rights for consideration  
18 of eligibility.

19 42. If the claimant timely provides additional information following the  
20 Administrator's notice of rejection, the Administrator shall provide the additional  
21 information to Class Counsel and counsel for Defendants who shall either approve  
22 or disapprove the claim. If Class Counsel and counsel for Defendants cannot agree,  
23 the matter shall be submitted to the Special Master pursuant to the Dispute  
24 Resolution procedures set forth in this Settlement Agreement.

25 43. The Administrator will prepare a list of all rejected claims, with its  
26 reasons for rejection. The list of rejected claims shall be provided to Class Counsel  
27 and counsel for Defendants within 15 days from the Bar Date.

28 44. The Parties agree that untimely filed Proof of Claim Forms shall be



1 preliminarily rejected by the Administrator and no payment shall be made.

2 45. The Administrator shall be responsible for garnishing from any  
3 payment to an SCM certain amounts that the SCM owes for any liens or court  
4 orders for restitution, child support, debts owed to the County of Ventura and any  
5 statutory liens, as set forth in ¶49, *infra*.

6 46. The Administrator shall make payments to SCMs in accordance with  
7 this Settlement Agreement in two payment rounds. The first round payment shall  
8 be paid to SCMs who, pursuant to the terms of this Settlement Agreement, filed  
9 timely Proof of Claim and Release Forms and whose claims have been determined  
10 to be valid, within a reasonable time not to exceed 120 days after the Effective  
11 Date. The second round payment shall be paid within 90 days after the date of the  
12 first round payment. Should there remain unresolved claims at that time, the  
13 Administrator shall pay these on an individual basis as they become resolved and a  
14 determination is made that payment is owed under the terms of this Settlement  
15 Agreement.

16 47. The Administrator shall not make payment to any SCM until all claims  
17 have been submitted to the Administrator pursuant to the terms of this Settlement  
18 Agreement.

19 **GARNISHMENT OF PAYMENT FOR LIENS**

20 48. The Administrator shall deduct from any claim certain payment  
21 amounts owed by a claim participant for any liens or court orders for restitution,  
22 child support, debts to county and statutory liens. The Claims Administrator will  
23 make payment to the County, the proper payee and/or their designee for those  
24 payment amounts deducted as set forth in this paragraph. The defendants shall  
25 prepare a list of the liens or orders applicable to each class member (hereafter  
26 referred to collectively as “lien” or “liens”), and the parties shall meet and confer  
27 with respect to the list of such liens. The following procedures shall apply.

28 a. For those for whom there is a claim that they owe an amount as described

1 above, the payment disbursement letter accompanying any claim check  
2 sent to them shall include a notice of that amount, specifying the nature of  
3 the lien and the purported amount of the lien. The notice shall include  
4 advising the claimant of his or her right to contest the lien through a  
5 Special Master and advise him of the procedures to do so (the full extent  
6 of which will be elaborated in a final settlement agreement and/or  
7 Settlement Approval Order).

8 b. The Special Master agreed to pursuant to ¶55 will be empowered to  
9 resolve any lien disputes under this paragraph. To participate as a class  
10 member, any claimant with liens will be deemed to have agreed that the  
11 Special Master’s determination shall be binding and non-appealable. Such  
12 a claimant may present his or her contentions and supporting documents  
13 in writing to the Special Master. Each side’s counsel will make a  
14 recommendation to the Special Master, who will then decide.

15 c. Despite the amount of any lien, no claimant shall have to pay more than  
16 50% of his/her class fund payment towards the lien, which ensures that  
17 the claimant will receive funds for his/her claim regardless of the amount  
18 of any lien.

19 **EXCLUSION FROM SETTLEMENT CLASS—OPT OUTS**

20 49. Any Settlement Class Member who wishes to be excluded from the  
21 Settlement Class must submit a request to be excluded from the class, defined  
22 herein as “Opt-Out”. The request for exclusion must be delivered to the  
23 Administrator, or postmarked, on or before the Bar Date or as the Court may  
24 otherwise direct.

25 50. Each member of the Settlement Class who chooses to Opt-Out from or  
26 object to this settlement shall be deemed to have submitted to the jurisdiction of the  
27 Court with respect to his/her claim and to any dispute resolution process conducted  
28 by a special master as set forth in this Settlement Agreement.

1           51. Any Settlement Class Member who does not Opt-Out as set forth in  
2 this Settlement Agreement, shall be deemed conclusively to have become an SCM  
3 and to be bound by the Settlement Agreement and all subsequent proceedings,  
4 orders and judgments herein.

5           52. Any SCM who exercises an Opt-Out, as set forth in Paragraph 49,  
6 shall not share in any monetary benefits provided by this Settlement Agreement.

7           53. The Administrator will report to Defendant's counsel and Class  
8 Counsel all Out-Outs upon receipt, and will determine and report to counsel the  
9 total number of Opt-Outs no later than 10 days after the Bar Date. If the total  
10 number of Opt-Outs exceeds 25, Defendants, in their sole discretion, may rescind  
11 their acceptance of the Settlement Agreement. Defendants, in exercising this right  
12 of rescission, shall provide the Administrator and Class Counsel with written notice  
13 of rescission within 20 days after receipt of the Administrator's report providing the  
14 total number of Opt-Outs. In the event Defendants exercise their right of rescission  
15 in accordance with this paragraph, any funds paid or deposited pursuant to this  
16 Settlement Agreement shall be returned to Defendants within 10 days of the  
17 exercise of the right to rescind, less any expenses, fees and costs incurred by the  
18 Administrator.

19           **DISPUTE RESOLUTION**

20           54. The Parties agree to the appointment of the Honorable Raul Ramirez  
21 (Ret.) as Special Master pursuant to Federal Rules of Civil Procedure Rule 53 to  
22 resolve disputes that arise from implementation of the Settlement Agreement as set  
23 forth herein.

24           **INTEGRATION**

25           55. This Settlement Agreement supersedes all prior communications  
26 regarding the matters contained herein between the signatories hereto or their  
27 representatives. This Settlement Agreement is an integrated agreement and  
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1 contains the entire agreement regarding the matters herein between the signatories  
2 hereto and no representations, warranties or promises have been made or relied on  
3 by any party hereto other than as set forth herein. This Settlement Agreement was  
4 drafted by counsel for the parties hereto, and there shall be no presumption or  
5 construction against any party, each such party expressly waiving reliance on the  
6 doctrine of *contra proferentem*.

7 **FAIRNESS HEARING AND FINAL ORDER OF APPROVAL**

8 56. Before this settlement agreement becomes final and binding on the  
9 parties, the Court shall hold a Fairness Hearing to determine whether to enter the  
10 Final Order of Approval. A proposed Final Order of Approval shall be submitted to  
11 the Court substantially in the form set forth in Exhibit G.

12 **NO ADMISSION OR WAIVER**

13 57. The Parties acknowledge and agree that all undertakings and  
14 agreements contained in this Settlement Agreement have been agreed to solely for  
15 the purpose of finally compromising and resolving all questions, disputes and issues  
16 between them relating to the litigation. This Settlement Agreement and any  
17 proceedings taken pursuant hereto shall not in any event be construed as,  
18 interpreted as, or deemed to be evidence of an admission or concession by either  
19 party for any purpose, or deemed to constitute a waiver of any legal position or any  
20 defenses or other rights which either of the parties might otherwise assert in any  
21 context. Neither this Settlement Agreement nor any of its provisions nor any other  
22 documents related hereto nor any negotiations, statements or testimony taken in  
23 connection herewith may be offered or received in evidence in, or used for any  
24 other purpose, or in any suit, action or legal proceeding which either of them may  
25 now have or in the future have with any other person, as an admission or  
26 concession of liability or wrongdoing or as any admission or concession on the part  
27 of either party, except in connection with any action or legal proceeding to enforce  
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1 this Settlement Agreement. The Parties have reached this Settlement Agreement on  
2 a commercial basis through arms-length negotiations and to avoid the costs and  
3 delays of further disputes, litigation and negotiations among them. Rather, this  
4 Settlement Agreement has been entered into without any concession of liability or  
5 non-liability whatsoever and has no precedential or evidentiary value whatsoever.  
6 This Settlement Agreement does not and is not intended to create any rights with  
7 respect to any third parties, except as otherwise provided herein.

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**LIST OF EXHIBITS TO SETTLEMENT AGREEMENT**

- Exhibit B            Proof of Claim and Release Form**
- Exhibit C            Class Notice**
- Exhibit D            Claim Information Letter**
- Exhibit E            List of Charges for Computer Data**
- Exhibit F            List of Weapons, Violence & Drugs**
- Exhibit G            Final Order of Approval and Settlement**