

EXHIBIT 1

THE FLEISCHMAN LAW FIRM, P.C.
2850 North Swan Road, Suite 120
Tucson, Arizona 85712-6302
Phone: (520) 326-6400 - Fax: (520) 326-0200

CASE NAME: GARCIA V SANTA CRUZ

FILE NO: _____

TERMS OF SETTLEMENT

The parties having attended a mediation/settlement conference this date, and the matter having settled, pursuant to Rule 80(d), the following terms are agreed upon, including attorney fees and costs:

see attached proposed stipulation of settlement


Each side to bear their own attorneys' fees and court costs.

The parties shall provide a settlement agreement and/or releases as required and agreed between them. By signing this document, the parties agree to be bound by the terms set forth herein, and further agree that The Fleischman Law Firm, P.C. shall inform the Court that the matter has settled and that a Stipulation and Order of Dismissal with prejudice shall be forthcoming.

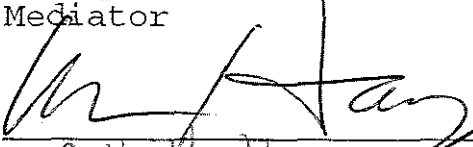
DATED this 25 day of NOV, 2008.



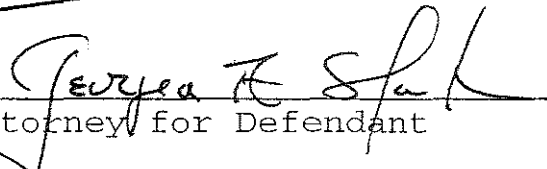
Mediator



Attorney for Plaintiff



Bill Kark
EXEC DIR ACTS on
behalf of Santa Cruz



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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

GEORGE VICTOR GARCIA, on behalf of
himself and the class of similarly situated
persons,

Plaintiffs,

NO. CV 08-00139-TUC-RCC

STIPULATION OF SETTLEMENT

1
2 v.

3 SANTA CRUZ COUNTY; SANTA CRUZ
4 COUNTY SHERIFF TONY ESTRADA, in
5 his individual and official capacities; SANTA
6 CRUZ COUNTY SHERIFF DEPUTIES
7 DOES 1 THROUGH 50, INCLUSIVE,

8 Defendants.

9 Plaintiff GEORGE VICTOR GARCIA ("Garcia"), on behalf of himself and
10 on behalf of the Settlement Class defined herein, and Defendants SANTA CRUZ
11 COUNTY and SANTA CRUZ COUNTY SHERIFF TONY ESTRADA, in his individual
12 and official capacities, (hereinafter collectively referred to as "County"), by and through
13 their respective counsel, hereby submit the following Stipulation of Settlement.

14 I.

15 RECITALS

16 On or about February 25, 2008, Garcia filed a Class Action Complaint
17 against Defendants seeking damages, declaratory and injunctive relief. The complaint
18 alleged that the County's practices relating to strip searching certain arrestees and inmates
19 violated rights of these individuals guaranteed by the Fourth Amendment to the United
20 States, in several respects: the complaint alleged that blanket strip searches were being
21 performed on pre-arraignment arrestees for whom there was no reasonable suspicion that
22 they may be attempting to conceal contraband or weapons and the strip searches were
23 conducted; in an area where others, not participating in the searches, could observe the
24 persons being strip searched and who included members of the opposite sex.

25 The Parties conducted discovery that included exchange of documents,
26 interrogatories, depositions, and inspection of the County's jail facilities.

27 As the result of the filing of this Class Action Complaint, the Sheriff's
28 Office issued revised strip search policies. Plaintiff is satisfied that, as of August 26, 2008,
the Sheriff's Office strip search policies are essentially in conformity with federal law.

1 On November 24 and 25, 2008 the Parties participated in mediation sessions
2 presided over by the Honorable Lawrence Fleischman (Pima County Superior Court
3 judge, retired) and agreed to this Stipulation of Settlement which, subject to the approval
4 of the Court, settles this action in the manner and upon the terms set forth below and fully
5 resolves the dispute.

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

8 **II.**

9 **DEFINITIONS**

10 1. "Administrator" means Gilardi and Co., LLC, P. O. Box 1110, Corte
11 Madera, California, 94976-1110, to be appointed by the Court to provide notice to the
12 members of the class and to review and determine the validity and value of claims
13 submitted by Settlement Class Members ("SCMs"), according to the procedures set forth
14 herein.

15 2. The "Bar Date" is the date established by the Court by which any
16 SCM who wishes to receive payment pursuant to the Stipulation of Settlement must file
17 his/her Claim Form(s), objections to this Stipulation of Settlement, or request to be
18 excluded from the class ("OPT-OUT"). The Bar Date shall be one hundred and twenty
19 (120) days after the Class Notice (defined below) is first published in a newspaper serving
20 the Santa Cruz County area.

21 3. "Charge List" means the list of charges attached hereto as Exhibit 1
22 and/or comparable federal charges.

23 4. The "Claim Form" is the form required to make a claim for payment
24 under this settlement. A copy of the proposed Claim Form is attached as Exhibit 2.

25 5. "Class Counsel" means collectively The Law Office of Mark E.
26 Merin, and Mark E. Merin, Robert R. Rothstein, Esq., Rothstein, Donatelli, Hughes,
27 Dahlstrom, Schoenburg & Bienvenu, LLP, and Andrew C. Schwartz, Esq., Casper,
28 Meadows, Schwartz & Cook.

1 6. The "Class Notice" means the notice in the form attached hereto as
2 Exhibit 3 (Notice by Mail) and includes such other summary notice(s) to be published in
3 newspapers serving the Santa Cruz County area.

4 7. The "Class Period" is February 25, 2006 through and including
5 August 26, 2008.

6 8. The "Database" is the information provided in hard copy and/or
7 electronic form by County to the Administrator and Class Counsel which includes, to the
8 extent practicable, the name, last known address(es), date(s) of birth, social security
9 number(s), date(s) of booking, charge(s); date(s) of arrests prior to the Class Period (if
10 any).

11 9. The "Effective Date" means the date upon which a judgment entered
12 by the Court approving the Stipulation of Settlement becomes final. The judgment will be
13 deemed final only upon expiration of the time to appeal or, if a Notice of Appeal is filed,
14 upon exhaustion of all appeals and petitions for Writs of Certiorari.

15 10. "Non-VDW Offense" means a felony or misdemeanor charge,
16 infraction, ordinance or lesser charge not listed on the Charge List.

17 11. "VDW Offense" means a felony or misdemeanor charge, infraction,
18 ordinance or lesser charge listed on the Charge List or a comparable federal charge.

19 12. An "Opt-Out" is any potential SCM who files a timely request for
20 exclusion as specified in Paragraph 2.

21 13. "Released Persons" means SANTA CRUZ COUNTY, all of its agencies,
22 departments and divisions, SANTA CRUZ COUNTY SHERIFF TONY ESTRADA, and
23 their predecessors, successors, and/or assigns, together with past, present, and future
24 officials, employees, representatives, attorneys and/or agents of SANTA CRUZ
25 COUNTY or the Santa Cruz County Sheriff's Department, including but not limited to all
26 employees of the Santa Cruz County Jail.

14. The "Settlement Class" means all of those persons who during the Class Period, were booked at the Santa Cruz County Jail and strip searched at that facility prior to arraignment on the charges for which they were booked.

15. "Strip Search," as used in this Stipulation of Settlement, means a search that requires a person to remove or arrange some or all of his or her clothing so as to permit a visual inspection of the breasts, buttocks, or genitalia of such person.

16. A "Settlement Class Member" ("SCM") means any member of the Settlement Class, including representatives, successors and assigns, who does not file a valid and timely Request for Exclusion as provided in Paragraph 2 of this Stipulation of Settlement.

17. "Special Master" shall mean Lawrence Fleischman. The Special Master shall have the power to make decisions in all matters pertaining to the administration and enforcement of the Stipulation of Settlement, and to resolve all disputes between the Parties pertaining to the Stipulation of Settlement. All fees and expenses of the Special Master shall be paid from funds allocated for Claims Administration.

III.

TERMS AND EFFECT OF STIPULATION OF SETTLEMENT

18. This Stipulation of Settlement is for settlement purposes only, and neither the fact of, nor any provision contained in this Stipulation of Settlement or its exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by the Plaintiff or SCMs in this action or in any other pending action of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants or admission by Defendants of any claim or allegation made in this action or in any other action, nor as an admission by the Plaintiff, SCMs or Class Counsel of the validity of any fact or defense asserted against them in this action or in any other action. Defendants deny all allegations of wrongdoing and deny any liability to Plaintiff or to any other Class Members. The

1 Parties have agreed that, in order to avoid long and costly litigation, this controversy
2 should be settled pursuant to the terms of this settlement, subject to the approval of the
3 Court.

4 19. The Santa Cruz County Sheriff's Department shall provide a database
5 to class counsel and the claims administrator which contains the name, last known
6 address(es), and other necessary personal information of all SCMs. This personal and
7 criminal history information, which is included in the Database, is considered privileged
8 and confidential, and will remain as such notwithstanding transmission to Class Counsel
9 and the Claims Administrator or the Claims Administrator's agents. The parties will use
10 this personal and criminal history information only for purposes of satisfying their rights,
11 duties, and obligations under this Stipulation of Settlement. After all SCMs have been
12 paid pursuant to this Stipulation of Settlement, Class Counsel and the Claims
13 Administrator will assure that all personal and criminal history information contained in
14 the Database and obtained pursuant to this paragraph will be destroyed. The County and
15 Santa Cruz County Sheriff's Department, shall be immune from any civil liability
16 associated with obtaining the personal and criminal history information discussed herein
17 and transmitting it to Class Counsel and the Claims Administrator or its agents. No SCM
18 shall be permitted to sue the County, the Santa Cruz County Sheriff's Department, alleged
19 damages associated with the disclosure of the personal or criminal history information
20 discussed in this paragraph, and any such claims are hereby considered released per
21 Paragraphs 25 and 28 of this Stipulation of Settlement.

22 20. On or about the Effective Date, the Parties will submit all appropriate
23 papers to dismiss Case No. CV 08-00139-TUC-RCC in the United States District Court
24 for the District of Arizona.

25 21. The Parties agree, solely for the purpose of this settlement and its
26 implementation, that the action shall proceed as a class action, with the Settlement Class
27 as defined in Paragraph 14, and that attorneys for the Settlement Class are Class Counsel
28 as defined in Paragraph 5; but if such settlement fails to be approved or otherwise fails to

1 be consummated, then this Stipulation of Settlement is hereby withdrawn.

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

5 23. This Stipulation of Settlement, as of the Effective Date, resolves in
6 full all claims against the Released Persons by Garcia and all of the SCMs, involving
7 alleged violations of their rights guaranteed by the Fourth and Fourteenth Amendments to
8 the United States Constitution, or any other federal, state or local law, regulation, duty or
9 obligation which are based upon, or could be based upon, or arise from the facts alleged in
10 the complaint for damages filed in Case No. CV08-00139-TUC-RCC in the United States
11 District Court, for the District of Arizona. When the Stipulation of Settlement is final, as
12 of the Effective Date, all SCMs and Garcia hereby release all such claims.

13 24. The Parties agree that the Court, by preliminarily approving the
14 Stipulation of Settlement, will be certifying the Settlement Class as defined in Paragraph
15 14 as the Settlement Class, subject to final approval of the settlement at the Fairness
16 Hearing, and that the Court shall retain exclusive and continuing jurisdiction of the action,
17 Parties, SCMs, Special Master and the Administrator to interpret and enforce the terms,
18 conditions and obligations under this agreement.

19 25. This is a full and final Release applying to all unknown and
20 unanticipated injuries, deaths or damages arising out of the events described in the
21 Complaint in Case No. CV08-00139-TUC-RCC filed in the United States District Court
22 for the District of Arizona, as well as those now known or disclosed.

23 26. As of the Effective Date of this Stipulation of Settlement, the SCMs,
24 including Garcia, hereby waive any and all rights to pursue, initiate, prosecute, or
25 commence any action or proceeding before any Court, administrative agency or other
26 tribunal, or to file any complaint with regard to acts of commission or omission by the
27 Released Persons respecting such SCMs with respect to any strip search by Defendants
28 during their confinement at any of the County's jail facilities which occurred during the

1 Class Period.

2 27. This Stipulation of Settlement contains all of the terms and
3 conditions agreed upon by the Parties hereto regarding the subject matter of the instant
4 proceeding, and no oral agreement entered into at any time nor any written agreement
5 entered into prior to the execution of this Stipulation of Settlement shall be deemed to
6 exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein,
7 except as expressly provided herein.

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

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

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

20 a. Dismiss with prejudice all complaints in the action as to the Released
21 Persons;

22 b. Order that all SCMs are enjoined from asserting against any Released
23 Person any and all claims that the SCMs have, had, or may have in the future arising out
24 of the facts alleged in the Complaint;

25 c. Release each Released Person from the claims that any SCM has, had
26 or may have in the future, against such Released Person arising out of the facts alleged in
27 the Complaint;

28 d. Determine that this Stipulation of Settlement is entered into in good

1 faith, is reasonable, fair and adequate, and is in the best interest of the Class; and

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

6 31. The Parties will take all necessary and appropriate steps to obtain
7 preliminary approval of the Stipulation of Settlement, final approval of the settlement, and
8 dismissal of the action with prejudice. If the Court finally approves this Stipulation of
9 Settlement, and if there is an appeal from such decision, the Defendants will not oppose
10 Plaintiffs' efforts to defend the Stipulation of Settlement.

11 IV.

12 RESOLUTION AND PAYMENT OF CLAIMS FOR DAMAGES

13 32. The Parties have agreed that certain sums will be paid by or on behalf
14 of the County to resolve all claims of all SCMs as described in Paragraph 14, and that the
15 total of all such sums shall not exceed **Three Million One Hundred Eighty Seven**
16 **Thousand Three Hundred Dollars (\$3,187,300.00)** including the fees and costs of Class
17 Counsel and the cost of administration of this settlement.

18 33. Class Counsel and the SCMs, by and through Representative Plaintiff
19 Garcia, have determined that the following distribution of the sum described in Paragraph
20 32 is appropriate, in which determination the Released Persons acquiesce: (1) Up to **Two**
21 **Million One Hundred Sixty-Two Thousand Three Hundred Dollars (\$2,162,300.00)**
22 will be allocated to pay verified claims of the SCMs; (2) **Fifty Thousand Dollars**
23 **(\$50,000.00)** will be allocated to compensate Representative Plaintiff Garcia; (3) **Seven**
24 **Hundred Twenty-Five Thousand Dollars (\$725,000.00)** will be allocated to pay Class
25 Counsel's fees and costs; (4) Up to **Two Hundred Fifty Thousand Dollars (\$250,000.00)**
26 will be allocated to pay the costs of administration, including all notices to the classes and
27 processing, administration and payment of the SCMs' claims. Distribution of the
28 settlement amount is subject to the following terms and conditions of this Stipulation of

10 35. No payment shall be made to eligible SCMs before the Effective
11 Date. Claims may be processed between the date of preliminary Court approval and the
12 Effective Date. Claims will only be paid after all verified Claims have been calculated and
13 all disputes relating to Claims have been resolved.

16 37. Representative Plaintiff Garcia's payment of **Fifty Thousand Dollars**
17 **(\$50,000.00)** shall be made to him, care of Class Counsel, within thirty (30) days of the
18 Effective Date.

19 38. The Parties agree to make an application to the Court to appoint the
20 Administrator as an officer of the Court for the purpose of implementing the terms of the
21 Stipulation of Settlement. The Administrator shall be subject to judicial immunity to the
22 fullest extent permitted by law.

PROCEDURES FOR RECEIVING PAYMENT UNDER THIS SETTLEMENT AGREEMENT

39. All members of the pre-arraignment strip search Class as defined in Paragraph 14, booked during the Class Period, upon return of a verified Claim Form, shall receive the following:

1 a. All non VDW offense SCMs **excluding**: 1) persons who, at the time
2 of such Class Period booking were on parole, 2) persons who, at the time of such
3 booking, were required to submit to a search of their person as a condition of probation,
4 and 3) persons who, at the time of such booking, had been arrested on a VDW during the
5 preceding seven (7) years who were strip-searched shall receive **One Thousand Seven**
6 **Hundred Fifty Dollars (\$1,750.00)** for each booking, up to a maximum of two (2).

7 b. All SCMs arrested on non-VDW offenses who within seven (7) years
8 of such arrest had a prior arrest for VDW offenses shall be entitled to receive **Thirty Five**
9 **Dollars (\$35.00)** per booking up to a maximum of two (2) bookings.

10 c. All SCMs arrested on a VDW offense shall be entitled to receive
11 **Fifteen Dollars (\$15.00)**.

12 40. In addition to the sums specified in Paragraph 39, all SCMs will
13 become eligible to receive additional sums, referred to as "Enhancements" of **Two**
14 **Hundred Fifty Dollars (\$250.00)** for each applicable condition: (1) they were under 21
15 or over 60 at the time of the qualifying strip search; (2) had a physical or mental disability
16 at the time of strip search; and/or (3) were pregnant at the time of strip search.

17 41. In addition to the payments described in Paragraphs 39 and 40, SCMs
18 may become eligible to receive amounts, to be determined by negotiations between Class
19 Counsel and County's counsel, of not less than **One Thousand Dollars (\$1,000.00)** but
20 **no more than Five Thousand Dollars (\$5,000.00)** if, at the time they submit a timely
21 Claim Form to the Administrator, they also submit medical or psychological records or
22 reports from licensed physicians or psychologists, marriage and family counselors, or
23 clinical social workers establishing that, within 90 days after the strip search which is the
24 subject of their claim, they received treatment for a physical, emotional or psychological
25 injury caused by the strip search. All documentation of such claimed injuries will be
26 provided to counsel for the County, who will be afforded a reasonable period of time to
27 investigate each such claim, including taking depositions and obtaining additional records.
28 In the event that Class Counsel and County's counsel cannot agree on an amount to

1 resolve ' the claim of any SCM described in this paragraph, all documentation pertaining
2 to that SCM's claim shall be submitted to the Special Master, along with each counsel's
3 proposed amount for an award, and the Special Master shall determine the amount of the
4 award, based upon the documents submitted to him.

5 42. The total of all payments described in Paragraphs 39 and 40, shall not
6 exceed the sum of **Four Thousand Two Hundred Fifty Dollars (\$4,250.00)**.

7 43. The Administrator shall determine whether or not a person who
8 submitted a Claim Form is an SCM and shall reject claims from persons who are not
9 SCMs. In addition, the Administrator shall reject and exclude any claims from an SCM
10 who makes material false statements on a Claim Form.

11 44. After the final approval of the Stipulation of Settlement, as specified
12 in Paragraph 32, the Administrator will determine the total amount owed to all SCMs who
13 have filed valid Claim Forms. In the event that the total amount owed for claims made by
14 SCMs exceeds the amount of **Two Million On Hundred Sixty-Two Thousand Three**
15 **Hundred Dollars (\$2,162,300.00)**, the Administrator will reduce the amount which each
16 SCM will receive, proportionately, so that the total of all payments does not exceed the
17 maximum available payment for the claims. Upon determination of the total of all
18 amounts to be paid to all SCMs, the Administrator will notify the Parties of the amounts
19 necessary to satisfy all SCMs' claims and County will cause sufficient funds to be
20 deposited in the Administrator's account within thirty (30) days of such notice to permit
21 the Administrator to pay the verified claims

22 45. If the total amount of the verified claims of all SCMs does not exceed
23 **Two Million One Hundred Sixty-Two Thousand Three Hundred Dollars**
24 **(\$2,162,300.00)**, the difference between the total value of all such claims and **Two**
25 **Million One Hundred Sixty-Two Thousand Three Hundred Dollars (\$2,162,000.00)**,
26 shall not be paid pursuant to this Stipulation of Settlement.

27 46. Any SCM who fails to submit a Claim Form completed in
28 accordance with the instructions contained therein by the Bar Date or any other Court

1 mandated extension, shall be forever barred from receiving any payment pursuant to this
2 Stipulation of Settlement. Such SCM shall, in all other respects, be bound by all of the
3 terms and conditions of this Stipulation of Settlement, and the judgment entered herein,
4 including but not limited to the release of all Released Persons of all claims resolved
5 herein. The Administrator will determine the value to be assigned to the claim of each
6 eligible SCM based upon the Administrator's review of the Claim Forms and the
7 information in the database provided by Defendants.

8 **VI.**

9 **GENERAL CLAIM PROCEDURES**

10 47. To receive payment an SCM shall be required to submit to the
11 Administrator an executed Claim Form, signed under penalty of perjury.

12 48. The Claim Form shall be submitted by first class mail and shall be
13 deemed submitted upon the date of the postmark thereon.

14 49. SCMs who submit claims and whose names appear on the database
15 will be paid by mail at the address specified on the Claim Form. Payments which are
16 addressed to SCMs who are confined to the Santa Cruz County jail facility at the time of
17 payment will be deposited in that SCM's jail commissary account.

18 **VII.**

19 **EXCLUSION FROM THE SETTLEMENT CLASS**

20 50. Any potential SCM who wishes to be excluded from the Settlement
21 Classes described in Paragraph 14 must file a Request for Exclusion (Opt-Out) with the
22 Clerk of the Court, on or before the Bar Date or as the Court may otherwise direct.
23 Representative Plaintiff Garcia may not request exclusion pursuant to this paragraph. Any
24 potential SCM who does not timely file a Request for Exclusion shall conclusively be
25 deemed to have become an SCM and to be bound by this Stipulation of Settlement and by
26 all subsequent proceedings, orders, and judgments herein.

27 51. Any SCM who does not elect to be excluded from the Settlement
28 Class may, but need not, enter an appearance through his or her own attorney. SCMs who

2 52. The County may, in its sole discretion, withdraw from the Stipulation
3 of Settlement if the number of Opt-Outs exceeds fifteen (15). The County will advise the
4 Court of its election no less than fifteen (15) days after receipt of notice of the number of
5 opt-outs following the Bar date. If the County withdraws pursuant to this provision of this
6 Stipulation of Settlement, the Stipulation of Settlement will be null and void.

8 OBJECTING TO THE PROPOSED SETTLEMENT

13 IX.

14 ATTORNEYS' FEES AND COSTS

26

X.

NOTICE

55. Notice to SCMs defined in Paragraph 14, including a Claim Form with a postage pre-paid return envelope, shall be by first class mail, postage prepaid, to all individuals whose addresses are on record in databases maintained by the Santa Cruz County Sheriff's Office or to such other, better addresses identified by the Administrator. Such information will be provided to the Administrator as referenced in Paragraph 19. Both Parties and the Administrator will exercise their best efforts to update and to verify addresses, including but not limited to addresses of SCMs who are incarcerated. This paragraph shall not limit further appropriate efforts to provide notice.

56. Follow-up reminder post cards shall be delivered by first class mail 45 days after initial notice is given to the last known address of all SCMs who have not returned a Claim Form by that date. Such reminder post cards need not be sent to SCMs whose original notice and Claim Form were returned as undeliverable by the United States Postal Service and for whom the Administrator has no alternative address.

57. The Administrator shall cause a summary notice in English and Spanish to be published in the Nogales International Newspaper and in such free additional publications calculated to reach the SCMs, once per week in each of three consecutive weeks, in a form and manner agreed to by the Parties, describing this settlement, the claims procedure, and the procedure to object and/or to Opt-Out of the settlement. If the Parties cannot agree on the wording of the summary notice, the Special Master will determine the content of the summary notice to be published. Copies of the summary notice shall be posted in the Santa Cruz County Jail in areas accessible to detainees during the Claims Period.

58. Announcements summarizing the proposed settlement in English and Spanish will be made on La Maxima at least three (3) times during a week for three consecutive weeks.

XI.

ADMINISTRATIVE COSTS

59. The terms and conditions of the administration agreement shall be subject to mutual approval by counsel for the Plaintiffs and the Santa Cruz County Defendants, but all parties shall cooperate in good faith. All reasonable costs incurred in the administration of this Stipulation of Settlement including but not limited to, the fees of the Administrator, costs of disseminating notice to Class Members by mail, publication, or other means agreed to by the Parties, costs of producing Notice to be posted, costs of reviewing and evaluating claims, including the cost of distribution of the monetary payments to the class members, fees of the Special Master for services rendered in connection with Paragraph 17, and any additional ancillary administration fees, will be paid up to the total amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** allocated for these expenses.

60. Following preliminary Court approval of the Stipulation of Settlement, the Administrator shall submit monthly invoices to the Arizona Counties Insurance Pool, 1905 West Washington Street, Suite 200, Phoenix, Arizona 85009 with copies to Class Counsel and the County's Counsel, for services rendered and for expense reimbursement. All invoices will indicate the dates upon which services were performed, the titles of the employees performing the services, the number of hours worked by each title on each date, the hourly rate for each such title, and the total fee for the services performed. The rates will be in accordance with the agreement between the Parties and the Claims Administrator.

61. In the event that the total charges against the Administration Fund do not exceed **Two Hundred Fifty Thousand Dollars (\$250,000.00)** after all Claims have been paid, and all Administration has been completed, any remaining funds allocated for Claims Administration under this Stipulation of Settlement will be considered discharged and not payable.

1 DATED this 25 day of Nov., 2008.

2 JONES, SKELTON & HOCHULI, P.L.C.

3
4 By 

5 Georgia A. Staton

6 Russell R. Yurk

7 Lisa S. Wahlin

8 2901 North Central Avenue, Suite 800

9 Phoenix, Arizona 85012

10 Attorneys for Defendants Santa Cruz

11 County; Santa Cruz County Sheriff Tony

12 Estrada; Santa Cruz County Sheriff

13 Deputies Does 1 through 50 inclusive

14 DATED this 25th day of November, 2008.

15 LAW OFFICE OF MARK E. MERIN

16 By 

17 Mark E. Merin, Esq.

18 Joshua Kaizuka, Esq.

19 Cathleen A. Williams, Esq.

20 LAW OFFICE OF MARK E. MERIN

21 2001 P Street

22 Suite 100

23 Sacramento, CA 95814

24 Attorneys for Plaintiffs

1 ORIGINAL electronically filed
2 this _____ day of _____, 2008.

3 COPY mailed/e-mailed
4 this _____ day of _____, 2008, to:

5 Hon. Raner C. Collins
6 United States District Court
7 Evo A. DeConcini U.S. Courthouse
8 405 West Congress Street
Suite 6170
Tucson, AZ 85701-5051
520-205-4540

9 Robert R. Rothstein, Esq.
10 ROTHSTEIN, DONATELLI, HUGHES,
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EXHIBIT 1

VDW Misdemeanor Offenses

13-1201 Endangerment
13-1203 Assault
13-1208 Assault; vicious animals
13-2402 Obstructing governmental operations
13-2409 Obstructing criminal investigations or prosecutions
13-2904 Disorderly conduct involving fighting
13-3102 Misconduct involving weapons
13-3112 Concealed weapons
13-3404.01 Possession or sale of precursor chemicals
13-3406 Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
13-3456 Possession or possession with intent to use imitation controlled substance
13-3457 Possession or possession with intent to use imitation prescription-only drug
13-3458 Possession or possession with intent to use imitation over-the-counter drug
17-312 Misuse of firearms

VDW Felony Offenses

13-1102 Negligent homicide
13-1103 Manslaughter
13-1104 Second degree murder
13-1105 First degree murder
13-1204 Aggravated assault
13-1205 Unlawfully administering intoxicating liquors, narcotic or dangerous drugs
13-1206 Dangerous or deadly assault by a prisoner or juvenile
13-1207 Prisoners who commit assault with intent to incite to riot or participate in riot
13-1209 Drive-by shooting
13-1211 Discharging a firearm at a structure
13-1212 Prisoner assault with bodily fluids
13-1423 Violent sexual assault
13-1902 Robbery
13-1903 Aggravated robbery
13-1904 Armed robbery
13-2504 Escape in the first degree
13-2903 Riot
13-2904 Disorderly conduct involving the display of a deadly weapon
13-3102 Misconduct involving weapons
13-3107 Unlawful discharge of firearms
13-3115 Adjudicated delinquents firearm possession
13-3402 Possession and sale of peyote
13-3403 Possession and sale of a vapor-releasing substance
13-3403.01 Nitrous oxide containers; sale to minors
13-3404.01 Possession or sale of precursor chemicals

- 13-3405 Possession, use, production, sale or transportation of marijuana
- 13-3406 Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs
- 13-3407 Possession, use, administration, acquisition, sale, manufacture or transportation of dangerous drugs
- 13-3408 Possession, use, administration, acquisition, sale, manufacture or transportation of narcotic drugs
- 13-3453 Manufacture or distribution of imitation controlled substance
- 13-3454 Manufacture or distribution of imitation prescription-only drug
- 13-3455 Manufacture or distribution of imitation over-the-counter drug

EXHIBIT 2

- YES** **NO**
- ☐ ☐

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE ABOVE IS TRUE AND CORRECT.

The information given here is private and will be held in strictest confidence. If you have any questions about this lawsuit, write to the Claims Administrator at Garcia v. Santa Cruz County Strip Search Class Action, c/o Claims Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.

Use the return envelope and mail the completed claim form and any supporting information to: Class Claim Administrator: Garcia Strip Search Class Action, c/o Claims Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.

If you need assistance in completing this form, please feel free to contact one of the class counsel, Mark E. Merin, at the Law Office of Mark E. Merin, 2001 P Street, Suite 100, Sacramento, CA 95811, Telephone (916) 443-6911; Facsimile (916) 447-8336; E-Mail office@markmerin.com. **DO NOT CONTACT THE COUNTY OF SANTA CRUZ OR THE SANTA CRUZ COUNTY SHERIFF'S OFFICE FOR ASSISTANCE WITH THIS FORM.**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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EXHIBIT 3

IF YOU WERE BOOKED INTO SANTA CRUZ COUNTY JAIL AND STRIP-SEARCHED, PRIOR TO ARRAIGNMENT, BETWEEN FEBRUARY 25, 2006 AND AUGUST 26, 2008, YOU MAY BE ENTITLED TO MONETARY COMPENSATION UNDER A CLASS ACTION SETTLEMENT.

A class action lawsuit is presently pending in the United States District Court for the District of Arizona. If the proposed Settlement described below receives final approval, people who were subjected to a strip search in a Santa Cruz County detention facility prior to arraignment on certain charges, will be eligible to receive money from the settlement fund.

If you believe you are a member of the class and you do not get a Claim Form mailed to you, you may obtain a claim form by writing to the Claims Administrator, Garcia v. County of Santa Cruz Strip Search Class Action, c/o Claims Administrators, P.O. Box 8060, San Rafael, CA 94912-8060, by calling the Claims Administrator at [Gilardi will provide], by visiting the website at [Gilardi will provide], or by contacting one of the class counsel at the Law Office of Mark E. Merin, 2001 P Street, Suite 100, Sacramento, CA 95811, (916) 443-6911, e-mail at office@markmerin.com.

**DO NOT CONTACT EITHER THE COUNTY OF SANTA CRUZ OR
THE SANTA CRUZ COUNTY SHERIFF'S OFFICE CONCERNING THIS SETTLEMENT.**

Your Claim Form must be completed and postmarked no later than May 16, 2009.
For more information, please read this notice.

**If You Wish to Claim Monetary Compensation, Obtain, Fill out and
Mail the Claim Form as Soon as Possible but No Later than May 16, 2009.**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOU MAY BE ENTITLED TO RECEIVE A PAYMENT.**

There is now pending in the United States District Court for the District of Arizona a class action lawsuit involving the classes of persons defined below (Settlement Class Members — "SCMs"):

SETTLEMENT CLASS:

All arrestees booked into the Santa Cruz County Jail during the Class Period who were assigned to a housing unit and who underwent one or more strip searches prior to arraignment on the charges on which they were booked.

This Notice is to inform you that a settlement has been proposed in this action and that, as a potential class member, your rights may be affected by the settlement. This Notice also summarizes the terms and effect of the proposed settlement, what you can do to participate in it, and how you can obtain money under the settlement.

SUMMARY OF THE PROPOSED TERMS

A Settlement Agreement ("Settlement") was entered into after negotiations between the parties, conducted with the assistance of a third party mediator. The Parties are requesting that the Court approve the Settlement.

A. Parties to the Settlement.

The parties to the Settlement are the Plaintiff named in Garcia v. County of Santa Cruz, et al., Case No. CV 08-00139-TUC-RCC on behalf of himself and the Settlement Class, and various defendants including the County of Santa Cruz. Counsel for the class are Mark E. Merin, Law Office of Mark E. Merin, 2001 P Street, Suite 100, Sacramento, CA 95811, Andrew C. Schwartz, Casper, Meadows, Schwartz & Cook, 2121 N. California Blvd., Suite 1020, Walnut Creek, CA 94596, and Robert R. Rothstein, Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburg & Bienvenu, LLP, 1215 Paseo de Peralta, P.O. Box 8180, Santa Fe, NM 87501.

B. Monetary Terms of Settlement

1. Class Fund and Related Expenses.

Defendants shall pay a maximum of \$3,187,300 under the terms of the settlement that will hereafter be referred to as the Settlement Fund.

Class Counsel will seek an award of \$725,000 of the Settlement Fund as attorney's fees and costs for recovering the Settlement Fund for the Class Members. Up to \$250,000 of the Settlement Fund may be used for costs of claims administration. Up to \$2,162,300 may be used to pay valid claims. The representative plaintiff will receive a payment of \$50,000, subject to Court approval.

2. Payments to Class Members Who File Claims.

Money for the class will be paid out based on a distribution formula, subject to payments being proportionately reduced if the total value of verified claims exceeds \$2,162,300.

Pursuant to that distribution formula, members of the Settlement Class, upon return of a verified Claim Form, shall receive the following:

- a. All Settlement Class Members ("SCMs") arrested on charges not involving violence, drugs or weapons ("non VDW offenses") excluding: 1) persons who, at the time of such Class Period booking were on parole, 2) persons who, at the time of such booking, were required to submit to a search of their person as a condition of probation, and 3) persons who, at the time of such booking, had been arrested on a VDW during the preceding seven (7) years who were strip-searched, shall receive One Thousand, Seven Hundred Fifty Dollars (\$1,750.00) for each booking, up to a maximum of two (2).
- b. All SCMs arrested on non-VDW offenses who within seven (7) years of such arrest had a prior arrest for a VDW offense shall be entitled to receive Thirty-Five Dollars (\$35.00) per booking up to a maximum of two (2) bookings.
- c. All SCMs arrested on a VDW offense shall be entitled to receive Fifteen Dollars (\$15.00).

In addition to the sums specified above, all SCMs will become eligible to receive additional sums, referred to as "Enhancements" of Two Hundred Fifty Dollars (\$250.00) for each applicable condition: (1) they were under 21 or over 60 at the time of the qualifying strip search; (2) had a physical or mental disability at the time of the strip search; and/or (3) were pregnant at the time of the strip search.

In addition to the payments described above, SCMs may become eligible to receive amounts, to be determined by negotiations between Class Counsel and County's counsel, of not less than One Thousand Dollars (\$1,000.00) but no more than Five Thousand Dollars (\$5,000.00) if, at the time they submit a timely Claim Form to the Administrator, they also submit medical or psychological records or reports from licensed physicians or psychologists, marriage and family counselors, or clinical social workers establishing that, within 90 days after the strip search which is the subject of their claim, they received treatment for a physical, emotional or psychological injury caused by the strip search.

C. Your Options as a Class Member.**1. Be Bound by, and Participate in the Settlement.**

To qualify for a payment, you must send in a completed Claim Form to the Claims Administrator. A Claim Form is included in this notice package. You can also get a Claim Form by: (1) calling this toll free number: [provided by Gilardi]; (2) visiting the website, [provided by Gilardi]; 3) requesting a Claim Form from the offices of Class Counsel at: **The Law Office of Mark E. Merin, 2001 P Street #100, Sacramento, CA 95811, telephone (916) 443-6911**; or (4) writing the Claims Administrator at: **Garcia v. County of Santa Cruz Strip Search Class Action, c/o Claims Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.**

You have until May 16, 2009, to submit a Claim Form.

Mail your completed Claim Form to: **Garcia v. County of Santa Cruz Strip Search Class Action, c/o Claims Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.**

If you need assistance in completing the claim form, feel free to contact one of the class counsel, Mark E. Merin at the Law Office of Mark E. Merin, 2001 P Street, Suite 100, Sacramento, CA 95811, (916) 443-6911.

Remember, if you do not submit a Claim Form, you cannot get a payment. Also, please note that Class Members who have already settled their claims with the County of Santa Cruz or gone to trial with the County of Santa Cruz cannot receive a payment under this settlement. If you submit a Claim Form, you will be bound by the Settlement and receive money (if you are a class member). If you do not submit a Claim form but did not exclude yourself from the class, you will be bound by the terms of the Settlement and dismissal entered in this case, but you will not receive any money.

By participating in the Settlement you will be waiving all your rights to all claims up to August 26, 2008, related to pre-arraignment strip searches that took place in any Santa Cruz County detention facility, even those of which you are not aware at present. By participating, you will be giving up unsuspected claims in the areas covered by the litigation.

2. Exclude Yourself From the Class.

You do not have to take part in the Settlement or be a member of the class. This is called "excluding" yourself. If you exclude yourself, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. To exclude yourself, you must file a Request for Exclusion (Opt-Out) with the Clerk of the Court at United States District Court for the District of Arizona, 405 West Congress Street, Suite 6170, Tucson, Arizona, on or before May 16, 2009, or as the Court may otherwise direct. You must also sign a request for exclusion letter that states that you want to be excluded from Garcia v. County of Santa Cruz, et al., Case No. CV 08-00139-TUC-RCC. Your exclusion letter must be mailed and postmarked before May 16, 2009, to: **Garcia v. County of Santa Cruz Strip Search Class Action, c/o Claim Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.**

If you do not follow these instructions properly, you will lose your right to exclude yourself. If you exclude yourself, you cannot get any money from the Settlement and you cannot tell the Court you do not like the Settlement (which is called "objecting"). If you exclude yourself, you are no longer part of the class or the Settlement, but you can sue the County of Santa Cruz on your own if you choose to do so.

D. Fairness Hearing and Process for Objections.

A fairness hearing will be held on [fairness hearing date], at the United States District Court for the District of Arizona, 405 West Congress Street, Suite 6170, Tucson, Arizona. If you are a class member and do not exclude yourself, you can tell the Court you do not like the Settlement or some part of it at this hearing. This is called objecting to the Settlement. For example, you can say you do not think the Settlement is fair or adequate. The Court will consider your views.

To object, you must send a letter to the Court that contains all of the following: (1) The name and title of the lawsuit, Garcia v. County of Santa Cruz, et al., Case No. CV 08-00139-TUC-RCC; (2) A statement of each objection you have and the facts that support the objections; (3) A description of any law or case supporting the objections; (4) A statement on whether or not you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections, and, if so, how long you will need to present your objections; and (5) Copies of any documents you or your lawyer will present at the Fairness Hearing.

Individually, or through counsel, any class member has the right to object to the proposed Settlement as a whole, to the amount of attorneys' fees and costs of Class Counsel, or to any portion of either. ANY SUCH OBJECTIONS MUST BE FILED IN WRITING ON OR BEFORE MAY 16, 2009, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, LOCATED AT 405 West Congress Street, Suite 6170, Tucson, Arizona, ATTN: CLERK, RE: GARCIA V. COUNTY OF SANTA CRUZ SETTLEMENT, CASE NO. CV 08-00139-TUC-RCC. If you wish to appear and present your objections at the fairness hearing, you must also submit a Notice of Intention to Appear that identifies the case, contains your name and address, and explains the reason the appearance is desired. The Notice of Intention to Appear and any objections must be filed with the Court on or before May 16, 2009. You may be represented by your own attorney. If you are to be represented by an attorney at the hearing, his or her name, address and telephone number must be included in the Notice of Intention to Appear as well.

A copy of the Statement of Objection and/or Notice of Intention to Appear must also be mailed to: The Law Office of Mark E. Merin, 2001 P Street, Suite 100, Sacramento, CA 95811 ATTN: Mark E. Merin and to Jones, Skelton & Hochuli, P.L.C., 2901 North Central Ave, Ste 800, Phoenix, Arizona 85012, ATTN: Georgia A. Staton.

E. How to Obtain Further Information

For additional information regarding the Settlement and Claim Form, or a copy of the Settlement Agreement and Claim Form, you or your counsel should contact: **Garcia v County of Santa Cruz Strip Search Class Action, c/o Claims Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.** You may also check the Class Administrator's website at [provided by Gilardi] or call [provided by Gilardi]. You may also obtain detailed information about the case by examining the Court file located in the office of the Clerk of the United States District Court for the District of Arizona, 405 West Congress Street, Suite 6170, Tucson, Arizona.

DO NOT CONTACT THE COUNTY OF SANTA CRUZ OR THE SANTA CRUZ COUNTY SHERIFF'S OFFICE FOR INFORMATION OR DOCUMENTS CONCERNING THIS SETTLEMENT.

F. Court Approval.

Although the Court has reviewed the proposed Settlement, no decision has been, or will be reached by the Court until the Fairness Hearing. This Notice does not indicate that the Court has yet approved the Settlement.