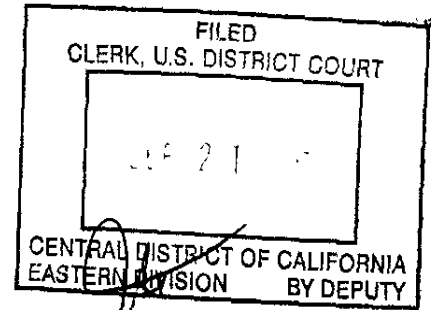


1 BARRETT S. LITT, SBN 45527  
2 PAUL J. ESTUAR, SBN 167764  
3 E-Mail: pestuar@littlaw.com  
4 LITT, ESTUAR, HARRISON &  
5 KITSON, LLP  
6 1055 Wilshire Boulevard, Suite 1880  
7 Los Angeles, California 90017  
8 Telephone: (213) 386-3114  
9 Facsimile: (213) 380-4585



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

Priority  
Send  
Enter  
Closed  
JS-5/JS-6  
JS-2/JS-3  
Scan Only

LOGGED

2007 SEP 20 PM 12:02

CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
EASTERN DIVISION

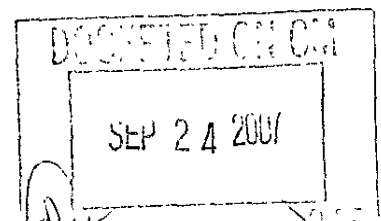
**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

18 KAREN CRAFT, et al.,  
19  
20 Plaintiffs,  
21  
22 vs.  
23 COUNTY OF SAN  
24 BERNARDINO, et al.,  
25  
26 Defendants.

Case No.: EDCV05-0359 SGL

**STIPULATED ORDER GRANTING  
PRELIMINARY APPROVAL TO  
CLASS SETTLEMENT; EXHIBITS**

DATE: SEPTEMBER 14, 2007  
TIME: 10:00 A.M.  
CRTRM: ONE



1  
ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

130



- 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:<sup>1</sup>

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 <sup>1</sup> 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 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 &

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.


2 IT IS SO STIPULATED.

3  
4 DATED: September 18, 2007

LITT, ESTUAR, HARRISON & KITSON,  
LLP

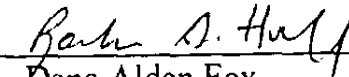
5 ROBERT MANN  
6 DONALD W. COOK

7 LAW OFFICES OF CYNTHIA  
8 ANDERSON-BARKER

9  
10 By   
11 Barrett S. Litt  
12 Attorneys for Plaintiffs

13  
14 DATED: September 18, 2007


LYNBERG & WATKINS  
A Professional Corporation

15  
16 By   
17 Dana Alden Fox  
18 Barbara S. Huff  
19 Attorneys for Defendants

20 **ORDER**

21 IT IS SO ORDERED.

22  
23 DATED: 9-21-07

  
24 STEPHEN G. LARSON  
25 UNITED STATES DISTRICT JUDGE