[Class Actions Injunctive Relief Agreement]

1. This Settlement Agreement ("Agreement") encompasses, and is intended to fully and finally resolve, all injunctive relief aspects of the cases listed on Exhibit A attached hereto, which are hereafter collectively referred to as the "Relevant Cases." The stay presently in effect will remain in place in all cases except the Riley case. The Riley case will be dismissed with prejudice upon the execution of this settlement agreement. The payment of attorney's fees and costs will cover the items described in ¶¶ 4-5, and will be deemed fees specifically paid in exchange for the dismissal of Riley and the resolution of all injunctive relief claims in the Relevant Cases not dismissed at this time.

2. Taken as a whole, the Relevant Cases alleged violations of law and sought injunctive relief (aside from other types of relief) for three types of alleged policies and/or practices of the Los Angeles County Sheriff's Department ("LASD"): 1) "overdetentions" (i.e., persons not released from custody from the Los Angeles County jails within a reasonable period of time after they became entitled to release); 2) strip and/or visual body cavity searches of persons who had been returned to jail from court to be processed for release; and 3) wrong warrant arrests and detentions (persons arrested on a warrant that in fact was for another person, and held for an unreasonable period of time before being released).

3. This Agreement sets forth the terms of the settlement between the parties to resolve the injunctive relief claims described above.

4. Defendants shall pay Plaintiffs attorney's fees and costs in the total amount of Five Million Five Hundred Thousand Dollars ($5.5 Million) as compensation for their work as it relates to and statutory attorney's fees for the Relevant Cases. This sum shall compensate Plaintiffs and their counsel for all of the attorney's fees and costs they might claim in the Relevant Cases, or that they shall perform on them through July 31, 2001 (the "Cut-Off Period"). This sum expressly constitutes payment for any and all attorney's fees Plaintiffs and their counsel could seek under law including, without limitation, 42 U.S.C. § 1988, Cal. Civil Code § 52 and Cal. CCP § 1021.5 through the Cut-Off Period in any of the Relevant Cases, no matter what aspect of the case (injunctive or otherwise) for which it may have been performed. Set forth in Exhibit B is a summary of what Plaintiffs' counsel consider to be their lodestar in the

Relevant Cases through the Cut-Off Period. Both sides acknowledge that the $5.5 Million sum is a compromise figure, and that the actual attorney's fees and costs awarded (if any) if the issues had been litigated might have been higher or lower than the figure agreed to.

5. Plaintiffs and Defendants expressly acknowledge that the various aspects of the legal work performed in the Relevant Cases are inter-related and that the work in each of those cases was related to one or more of the issues addressed in Paragraph 2, *supra*, even if the particular complaint did not seek injunctive relief; that the $5.5 Million sum set forth in Paragraph 4 is intended to compensate for all work performed through the Cut-Off Period that could be claimed in the Relevant Cases; and that this Agreement shall bar Plaintiffs and their counsel from seeking any additional attorney's fees and costs through the Cut-Off Period in any of the Relevant Cases.

6. The payment by defendants of the attorney's fees and costs referenced in Paragraph 4, *supra*, is not a bar to Plaintiffs or their counsel seeking separate attorney's fees and costs in the event that the federal court approves the separate settlement being negotiated between Plaintiffs and Defendants to compensate class members for damages allegedly incurred as a result of the purported policies, practices and/or customs described in ¶ 2, *supra* (the "Class Damages Settlement"). Nor are they a bar to Plaintiffs or their counsel seeking additional attorney's fees and costs beyond those described in Paragraph 7, *supra*, for work performed after the Cut-Off Period, in the event the Class Damages Settlement is not approved by the Court. Plaintiffs shall limit their claim for attorney's fees and costs in the Class Damages Settlement to payment from the Class Fund. They shall not seek additional attorney's fees and costs from the Defendants.

7. The Plaintiffs' counsel who have performed work on the Relevant Cases include Barrett S. Litt, Paul J. Estuar (Firm: Litt & Associates), John Burton (Firm: The Law Offices of John Burton), Timothy J. Midgley (Firm: Manes & Watson), Robert Mann, Donald W. Cook, Adam Axelrad (Firm: The Law Offices of Robert Mann and Donald Cook), Mary Anna Henley, Miguel Garcia and Robert C. Moest, and any predecessor firms, including Burton & Norris and Burton, Norris & Galanter. Payment by Defendants pursuant to this Agreement includes payment to any and all other counsel who may have (or claimed to have) performed work on the

Relevant Cases on behalf of Plaintiffs. This includes, without limitation, the satisfaction of any and all purported attorneys' liens asserted in the Relevant Cases.

8. This Agreement is independent of the Class Damages Settlement and shall be binding on all parties whether or not the Class Damages Settlement is approved by the Court.

9. The $5.5 Million of attorney's fees and costs referenced in Paragraph 4 *supra* shall be paid to the Client Trust Account of Litt & Associates, in two installments. The first installment ($3.5 Million) shall be paid no later than July 31, 2001. The second installment ($2 Million) shall be paid on September 1, 2001.

10. The parties herein agree that the IN-COURT RELEASE PROCEDURES attached hereto as Exhibit C were developed and implemented as a direct consequence of the Relevant Cases. The parties further agree that the LASD has and will continue to refrain from subjecting people returned from court who are entitled to immediate release to strip or visual body cavity searches as a consequence of the Relevant Cases. Furthermore, the parties herein agree that the LASD policies regarding disputed warrant verifications attached hereto as Exhibit D have been modified to the extent set forth in Exhibit D as a consequence of the Relevant Cases. Furthermore, the parties agree that the LASD practices on each of the issues in this case shall, as of July 31, 2001, meet the following criteria:

- Overdetentions – People shall be released within eight hours of the entry of entitlement to release into the LASD computer system, or, for court returnees and those with expired sentences, by midnight of the day they become entitled to release, unless they sign a form requesting to be returned to the general population before release.[1]
- Strip/Visual Body Cavity Searches – People returned from court and entitled to immediate release shall not be subjected to a strip or visual body cavity search without reasonable suspicion on an individualized basis.
- Wrong Warrant Arrests – The policies set forth in Exhibit D shall be implemented

[1] However, the LASD shall have 24 hours in which to release inmates that have been identified while in custody to have mental or physical health problems and have be screened by medical/mental health personnel prior to release and/or have to be placed in a medical /mental health facility due to their condition. The 24 hour period will also apply to inmates that fall under Penal Code § 296(1(a) and require that a DNA sample be take prior to their release from custody.

which specifically include the use of Live Scan in an attempt to make a positive identification when an inmate claims he or she is being held on a warrant for another person. A determination whether s/he is in fact the person named in the warrant will be made within 24 hours after a complaint form is provided by the inmate to LASD personnel for completion of a Disputed Warrant Verification Form.

11. Beginning January 1, 2002, $10,000 will be paid into the *Cy Pres* fund to be established in the Class Damages Settlement (if it is approved, or a comparable fund if it is not) for each month the LASD is not in compliance with the provisions of ¶ 11. Lack of compliance means that, as to overdetentions and wrong warrants, the standards articulated above are met for less than 95% of the affected population. As to strip/visual body cavity searches, lack of compliance means that less than 95% of those entitled to release who are returned to IRC have been subjected to a strip/visual body cavity search. (It is not anticipated that there will be an error rate for strip/visual body cavity searches of people released from court since they are not being returned to jail, and so no error rate for them is built into this Agreement.) The $10,000 shall not be paid from the Class Fund.

12. Plaintiffs' counsel Barry Litt and John Burton shall monitor this Agreement for Plaintiffs. If one of them is not available, then Robert Mann shall fill in. All reports and other information called for in this Agreement shall be provided and shared, as relevant, to Plaintiffs' counsel in both computerized and written form. Computerized form means in a form in which the underlying data on which the report is based can be utilized in a database format accessible on a PC. Such information shall be used only in connection with this case and not for any other purpose and may not be provided to anyone other than monitoring counsel. Upon request, and after approval by counsel for the County, Plaintiffs' counsel shall be provided additional information that is justified for them to fulfill their monitoring function. Monitoring fees are addressed in ¶ 20, *infra*.

14. Beginning quarterly after the signing of this Agreement, and continuing throughout its term, the Defendants shall maintain computer and hard copy files allowing it to determine compliance with the Overdetention provisions of this Agreement. The parties agree that the AJIS database can serve this purpose with some minor modifications. These reports will be generated

quarterly, and aggregated in an annual Year End Report. It shall also maintain records regarding the resolution of disputed warrant verification forms and any court returnees subject to immediate release who have been subject to a strip/ visual body cavity search prior to release, and the reason for the search.

15. On any matters covered by this Agreement, the parties shall meet and confer at the request of either party to discuss those matters. In any event, the parties shall meet no less than one time a year within 60 days after the Year End Report called for by paragraph 14 of this Agreement is issued, but both parties may waive the need for this meeting in writing. On the Plaintiffs' side, the participants shall include Barry Litt and John Burton. On the Defendants' side, the participants shall include Assistant Sheriff Dennis Dahlman or his successor and Lou Aguilar or his successor from County Counsel's Office. If there are outstanding issues that are not resolved through such discussions, then Lloyd W. Pellman or his successor shall be available to meet if requested by either side. In the event of any dispute among the parties regarding whether the standards or obligations of this Agreement are being met, the parties shall meet and confer within 60 days of delivery of a Plaintiffs' request for such a meeting.

16. This meet and confer mechanism shall apply to any other disagreements or disputes which arise among the parties regarding the obligations imposed under this Agreement.

17. This Agreement shall have a term ending December 31, 2004.

18. Nothing in this Agreement shall prevent the Sheriff from updating the policies reflected in this Agreement based on legal developments, security needs or administrative needs. Plaintiffs are entitled to challenge any such changes under the mechanisms contained in ¶¶ 19-21 *infra* if they contend that the changes are inconsistent with this Agreement.

19. During the term of this Agreement, the parties shall mediate any disputes using the same mediation mechanism that they used to settle the case. If they are unable to resolve the issues through mediation, they may agree to binding arbitration before a mutually agreed to arbitrator. If they are unable to agree to an arbitrator, then a court action may filed to enforce the Agreement. Any court action shall be considered a claim under 42 U.S.C. § 1983 as well as an action to enforce a contract, and shall be considered a related case to the case under whose auspices the Class Damages Settlement is pursued, which is currently expected to be *Williams.*

V. Block, Case No. CV-97-03826-WJR. No party to this action may seek mediation, arbitration or court action under this Agreement unless the party first provides written notice of the alleged violation, or other ground for relief, to the other parties and goes through the meet and confer process previously outlined in this Agreement.

20. If an arbitration or court action occurs, the arbitrator or court shall have authority to enforce the terms of this Agreement. The standard to be employed by the arbitrator or court in enforcing this Agreement is whether the measures requested by the party seeking enforcement is reasonably necessary to satisfy an obligation imposed by this Agreement, or to meet the standards articulated by it.

21. Reasonable monitoring fees shall be due to Plaintiffs' counsel for all monitoring activities after January 1, 2002. Theses shall be paid from the *Cy Pres* Fund, based on the Plaintiffs' counsel then current billing rate. If the bills are disputed, they shall be negotiated. If the issue is not resolved through negotiation, they shall be resolved by the mechanisms outlined in the foregoing paragraphs.

22. In the event of an arbitration court action to enforce this Agreement, the parties stipulate that there is no adequate remedy at law for a breach of this Agreement, aside from specific performance, and that the party seeking its enforcement will suffer irreparable harm if it is not enforced. Such a breach may be determined and enforced by the arbitrator or court. For purposes of awarding fees and costs at the conclusion of any proceedings to enforce this Agreement, the prevailing party shall be awarded fees and costs under the standards of CCP §1021.5 and 42 U.S.C. §1988, except that no multiplier shall be sought, awarded or paid.

LITT & ASSOCIATES
A LAW CORPORATION

DATED: ___________, 2001.

By:____________________________________
_ Barrett S. Litt
Lead Counsel for Plaintiffs

Law Offices of John Burton

DATED: ___________, 2001.

By:____________________________________
_ John Burton
Lead Counsel for Plaintiffs

Martha Riley

DATED: ___________, 2001.

By: ______________
Martha Riley

Los Angeles County Counsel

DATED: ___________, 2001.

By: ______________
Lloyd W. Pellman
County Counsel

FRANSCELL, STRICKLAND, ROBERTS & LAWRENCE

DATED: ___________, 2001.

By:____________________________________
_ David D. Lawrence
Paul B. Beach
Lead Counsel for Defendants

EXHIBIT A – List of Pending Proposed Class Action Complaints Encompassed By Settlement.

EXHIBIT B – Summary of Plaintiffs' Counsels' Lodestar Through June 30, 2001.

EXHIBIT C – Revised In-Court Release Procedures

EXHIBIT D – Revised Disputed Warrant Policies and Revisions