UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ZELAIDO RIVERA GARCIA, MAURA GONZALES SALINAS, ADRIAN RAMIREZ-CUEVAS, CAMERINA CUEVAS LOPEZ,

Plaintiffs,

v.

METRO GANG STRIKE FORCE, RON RYAN, former Metro Gang Strike Force Commander, DOE OFFICERS 1-34, individually and in their official capacities, OTHER UNKNOWN DOE OFFICERS, CITY OF WEST ST. PAUL, a municipal corporation, HENNEPIN COUNTY, a direct political subdivision of the State, DAKOTA COUNTY, a direct political subdivision of the State, RAMSEY COUNTY, a direct political subdivision of the State, CITY OF ST. PAUL, a municipal corporation, CITY OF MINNEAPOLIS, a municipal corporation, WASHINGTON COUNTY, a direct political subdivision of the State, CITY OF MAPLEWOOD, a municipal corporation, CITY OF LINO LAKES, a municipal corporation, CITY OF BROOKLYN PARK, a municipal corporation, CITY OF RICHFIELD, a municipal corporation, METROPOLITAN COUNCIL, METRO GANG STRIKE FORCE ADVISORY BOARD, MANILA ("BUD") SHAVER, Chief of the West St. Paul Police Department, KEN SCHILLING, Inspector at the Hennepin County Sheriff's Office, DAVE BELLOWS, Chief Deputy of the Dakota County Sheriff's Office, BOB FLETCHER, Sheriff of the Ramsey County Sheriff's Office, JOHN HARRINGTON, Chief of the St. Paul Police Department, ROB ALLEN, Deputy Chief of the Minneapolis Police Department, BILL HUTTON, Sheriff of the Washington County Sheriff's Office, DAVE THOMALLA, Chief of the Maplewood Police Department, DAVE PECCHIA, Chief of the Lino Lakes

Case No. 09-CV-01996 (JNE/AJB)

SETTLEMENT AGREEMENT

Police Department, DAVE INDREHUS, Chief of the Metro Transit Police Department, MICHAEL DAVIS, Chief of the Brooklyn Park Police Department, BARRY FRITZ, Captain of the Richfield Police Department,

Defendants.

SETTLEMENT AGREEMENT

Plaintiffs Zelaido Rivera Garcia, Maura Gonzalez Salinas, Adrian Ramirez-Cuevas, and Camerina Cuevas Lopez (collectively "Plaintiffs" or "Class Representatives"), by and through their undersigned Counsel, hereby enter into this Settlement Agreement (the "Agreement" or the "Settlement") to settle this class action lawsuit (the "Action"), subject to the approval of the United States District Court for the District of Minnesota, and pursuant to Federal Rule of Civil Procedure 23.

The undersigned Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement, this Action shall be fully and finally settled upon the following terms and conditions, subject to Court approval:

1. Background

1.1 This Action, initially filed on July 30, 2009, asserts claims arising out of encounters between members of the class and law enforcement officers assigned to the Metro Gang Strike Force. The defendants consist of the Metro Gang Strike Force, certain Governmental Units, the Metro Gang Strike Force Advisory Board, certain Board Members, Ron Ryan, former Commander of the Metro Gang Strike Force, and unnamed Doe Officers 1-34, employees of their respective Governmental agencies who were allegedly assigned to the Metro Gang Strike Force.

1.2 The complaint, as amended (the "Complaint"), alleges that the class action is brought by Plaintiffs, on behalf of themselves and others similarly situated, to recover damages and to impose injunctive relief under the U.S. Constitution and the Civil Rights Act, 42 U.S.C. § 1981, § 1983 et seq. and § 1985 ("CRA") (including but not limited to Monell claims), to recover monetary damages for negligence in the supervision and training of law enforcement employees and for liability based on respondeat superior, to recover monetary damages for civil tort conversion and conspiracy to convert, for civil tort of assault, for civil tort of false imprisonment, and for violations of the Minnesota State Constitution, and to recover punitive damages. Plaintiffs seek remedies for themselves and a class and subclass as defined in the Complaint for all claims set forth therein.

1.3 The defendants answered the Complaint and denied liability.

2. Definitions

2.1 "Additional Represented Class Members" means Class Members, other than the Class Representatives, who have individually retained and are represented by one or more of the attorneys identified as Class Counsel with respect to matters encompassed in the Released Claims.

2.2 "Administration and Notice-Related Costs" mean the costs associated with the implementation and administration of this Settlement and costs incurred in connection with providing notice by mail and by publication. Such costs include, but are not limited to, fees and expenses of the Administrator, the cost of mailing the Settlement Notice, the cost of updating addresses, the cost of placing publication notice in publications, the cost of translating notices, the cost of maintaining a website, the cost of maintaining a toll free call center to respond to questions from Class Members, and all costs, expenses and taxes associated with the escrow account from which disbursements will be made.

2.3 "Administrator" means the entity appointed to administer the Notice Plan. Class Counsel shall propose the Administrator, subject to Defendants' right to object to such appointment.

2.4 "Approved Claims" means claims made under the Claims Resolution Process described in Section 11 that are determined (a) to be valid and (b) to entitle the Claimant to compensatory damages and/or the return of property.

2.5 "Class Counsel" means:

Robert R. Hopper
David M. Cialkowski
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402

Phillip F. Fishman
FISHMAN, BINSFELD & BAHMEIER, P.A.
8011 34th Ave. S., Ste. #245
Bloomington, MN 55425

Alex Alvarez
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134

2.6 "Class Member" means a person included within the Settlement Class

2.7 "Class Period" means the period from November 10, 1997 to the date upon which the Court issues the Order granting preliminary approval of this Settlement.

2.8 "Defendants" means the persons and entities named as defendants in the Complaint, consisting of, and specifically including:

METRO GANG STRIKE FORCE,

RON RYAN, former Metro Gang Strike Force Commander,

DOE OFFICERS 1-34, individually and in their official capacities,

OTHER UNKNOWN DOE OFFICERS,

CITY OF WEST ST. PAUL, a municipal corporation,

HENNEPIN COUNTY, a direct political subdivision of the State,

DAKOTA COUNTY, a direct political subdivision of the State,

RAMSEY COUNTY, a direct political subdivision of the State,

CITY OF ST. PAUL, a municipal corporation,

CITY OF MINNEAPOLIS, a municipal corporation,

WASHINGTON COUNTY, a direct political subdivision of the State,

CITY OF MAPLEWOOD, a municipal corporation,

CITY OF LINO LAKES, a municipal corporation,

CITY OF BROOKLYN PARK, a municipal corporation,

CITY OF RICHFIELD, a municipal corporation,

METROPOLITAN COUNCIL,

METRO GANG STRIKE FORCE ADVISORY BOARD,

MANILA (“BUD”) SHAVER, Chief of the West St. Paul Police Department,

KEN SCHILLING, Inspector at the Hennepin County Sheriff’s Office,

DAVE BELLOWS, Chief Deputy of the Dakota County Sheriff’s Office,

BOB FLETCHER, Sheriff of the Ramsey County Sheriff’s Office,

JOHN HARRINGTON, Chief of the St. Paul Police Department,

ROB ALLEN, Deputy Chief of the Minneapolis Police Department,

BILL HUTTON, Sheriff of the Washington County Sheriff’s Office,

DAVE THOMALLA, Chief of the Maplewood Police Department,

DAVE PECCHIA, Chief of the Lino Lakes Police Department,

7111869v1

DAVE INDREHUS, Chief of the Metro Transit Police Department,

MICHAEL DAVIS, Chief of the Brooklyn Park Police Department,

BARRY FRITZ, Captain of the Richfield Police Department.

2.9 "Effective Date" means the date on which the time for appeal from the Final Judgment approving the Agreement has elapsed without any appeals being filed; or, if appeals are filed, the date on which appeals from the Final Judgment approving this Agreement or from any appellate court decisions affirming the Final Judgment have been exhausted, and no further appeal may be taken.

2.10 "Hotline" means the hotline certain defendants established, administered by the League of Minnesota Cities Insurance Trust, to facilitate the voluntary return of certain property seized.

2.11 "MGSF" means Metro Gang Strike Force.

2.12 "P.O.S.T." means Minnesota Peace Officers Standards and Training Board.

2.13 "Released Claims" means any and all past or present claims or causes of action, however denominated (including any claims in law, equity or arbitration, arising by statute, common law or otherwise), of whatever kind or description, direct or indirect, in law or equity, in tort, contract, or otherwise, for compensation or relief of any kind (including but not limited to compensatory damages, punitive damages, attorneys' fees[1] or injunctive relief), known or unknown, occurring at any time, which:

(a) were or could have been asserted in the Complaint or in any Amended Complaints; or

[1] Nothing herein shall be construed to abridge or modify Section 10 of this Agreement, under which the Defendants have agreed to pay up to a stated maximum for Class Counsel's Attorneys' Fees and Expenses.

(b) relate to the Metro Gang Strike Force or officers or other persons acting on behalf of the Metro Gang Strike Force; or

(c) relate to the Minnesota Gang Strike Force or officers or other persons acting on behalf of the Minnesota Gang Strike Force; or

(d) relate to any of the subjects referenced in the Report on the Metro Gang Strike Force issued by the Office of the Legislative Auditor for the State of Minnesota on or about May 20, 2009; or

(e) relate to any of the subjects referenced in the Report of the Metro Gang Strike Force Review Panel issued on or about August 20, 2009; or

(f) assert fraud in the inducement of this Settlement.

The term “or” as used in this definition of Released Claims (and in all releases and covenants not to sue) is inclusive. The release of claims in two or more categories connected by the term “or” will release all claims in each such category.

2.14 “Released Persons” means the Defendants, Ron Ryan, personally, individually and in his official capacity and in his capacity as Commander of the Metro Gang Strike Force and Minnesota Gang Strike Force; the Metro Gang Strike Force Advisory Board; Manila Shaver, Chief of the West St. Paul Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Ken Schilling, Inspector, Hennepin County Sheriff’s Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Bellows, Chief Deputy of the Dakota County Sheriff’s Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Robert Fletcher, Sheriff of Ramsey County, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; John Harrington, Chief of Police with the City of St. Paul, personally, individually and in his official capacity and in his capacity as a member of the Metro

Gang Strike Force Advisory Board; Robert Allen, Deputy Chief, Minneapolis Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; William Hutton, Sheriff of Washington County, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Thomalla, Chief of the Maplewood Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Pecchia, Chief of the Lino Lakes Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Indrehus, Chief of the Metro Transit Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Michael Davis, Chief of Brooklyn Park Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Barry Fritz, Captain of the Richfield Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Tom Lauth, Chief of the North St. Paul Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Cari Gerlicher, Director of the Office of Special Investigations, personally, individually and in her official capacity; all persons or entities advising or providing legal representation to the Metro Gang Strike Force or Minnesota Gang Strike Force, its Advisory Boards, member officers, employees and all other persons associated with the Metro Gang Strike Force or Minnesota Gang Strike Force, individually and in their official capacity; the League of Minnesota Cities Insurance Trust; the Metro Gang Strike Force; the Minnesota Gang Strike Force; all employees, advisors, officers, supervisors, commanders and other persons assigned or working for or associated with the Metro Gang Strike Force or the Minnesota Gang Strike Force, personally and in their official and individual capacities; all members of the Metro Gang Strike Force and/or Minnesota Gang Strike Force Boards, Governing Boards and Advisory Boards and municipal members of the Metro Gang Strike Force and/or Minnesota Gang Strike Force including, but not limited to, the City of West St. Paul, Hennepin County, Dakota County, Ramsey County, City of St. Paul, Washington County, the City of Maplewood, the City of Lino Lakes, the City of Brooklyn Park, the City of Richfield, the City of North St. Paul, the Metropolitan Council, and the City of Minneapolis; the State of Minnesota, and its past and present employees, public officials, departments, including but not limited to the Minnesota Department of Corrections and the Minnesota Department of Public Safety, agencies, political subdivisions, divisions, joint ventures, and attorneys; Criminal Gang Council and the Gang and Drug Oversight Council and its membership, participating officers and coordinators; task forces, joint powers, entities and members thereof; and for each above entity, department, Board, municipality or organization, their past, present and future officers, directors, officials, attorneys, employees, principals, police chief, police officers, agents, Board members, representatives, insurers, administrators, executors, advisors, successors and assigns and all other persons or entities.

2.15 “Settlement Class” consists of all persons who:

(a) have been stopped, questioned, arrested, charged, frisked, detained or searched (including but not limited to persons who have had property searched or seized), or whose dwelling was searched,

(b) by a peace officer or peace officers serving on or assisting the MGSF or by a peace officer or peace officers serving on or assisting the Minnesota Gang Strike Force,

(c) in an incident where property was taken from one or more of the individuals stopped, questioned, arrested, detained or searched (or during a search and seizure of property belonging to one or more of such individuals), and

(d) the property was taken

i. without a receipt or inventory itemization, or

ii. without notification to the property owner of his or her right to contest the forfeiture.

The Settlement Class includes, but is not limited to, the persons whose property was taken in connection with one of the two hundred two (202) incidents referenced in Finding 8 of the Report of the Office of the Legislative Auditor dated May 20, 2009.

The Settlement Class does not include persons who commenced and settled individual lawsuits against one or more of the Released Parties regarding claims encompassed in the definition of Released Claims.

For purposes of this Settlement Class definition, the term "<u>or</u>" is inclusive, such that "persons in Group A or Group B" encompasses all persons in Group A or Group B or both.

2.16 "Settlement Fund" has the meaning given to that term in Section 9 of this Agreement.

2.17 "Settling Class Member" means any person falling within the definition of the Settlement Class, except for persons who file timely and valid Requests for Exclusion from the Settlement Class and do not timely withdraw such Requests for Exclusion.

2.18 "Submitted Claim" means a claim submitted to the Special Master under the Claims Resolution Process set forth in Section 11 of this Agreement where the Claimant submits a completed claim form, including a sworn statement of the facts.

3. Settlement Class

3.1 Plaintiffs will seek, and Defendants will not oppose, certification of the Settlement Class by the Court, pursuant to Federal Rule of Civil Procedure, for the purpose of settlement only. At the same time, Plaintiffs will seek, and Defendants will not oppose, approval of Plaintiffs as Class Representatives and the following attorneys as Class Counsel:

Robert R. Hopper
David M. Cialkowski
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402

Phillip F. Fishman
FISHMAN, BINSFELD & BAHMEIER, P.A.
8011 34th Ave. S., Suite 245
Bloomington, MN 55425

Alex Alvarez
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134

3.2 Defendants conditionally agree and consent to certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only, and for the sole purpose of creating the Settlement Class. Defendants' agreement is contingent upon: (1) the Parties' execution of this Agreement; (2) the Court's approval of this Agreement; and (3) the occurrence of the Effective Date. If this Agreement is for any reason not approved or the Effective Date does not occur, Defendants reserve their right to reassert all of their objections and defenses to certification of any class, and neither Plaintiffs nor Class Counsel will offer Defendants' conditional agreement to certification of the Settlement Class as evidence in support of a motion to certify any class.

3.3 Plaintiffs will request that notice and an opportunity to request exclusion from the Settlement Class be provided to all persons within the Settlement Class. Defendants will not oppose such request.

7111869v1

4. Preliminary Approval

4.1 Plaintiffs, Class Counsel, and Defendants shall promptly submit this Agreement and Settlement to the Court and jointly request that the Court enter a Preliminary Approval Order substantially in the form attached hereto as Exhibit 1:

(a) certifying the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for purposes of settlement only;

(b) preliminarily approving the Settlement;

(c) appointing the Administrator;

(d) approving the Escrow Agreement and the creation of the Settlement Fund;

(e) setting a date for the Fairness Hearing, no earlier than ninety (90) days after notice of this proposed Settlement is provided to state and federal officials consistent with the requirements of 28 U.S.C. § 1715, to determine finally (i) whether the Settlement Class can be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, (ii) whether the Settlement Agreement should be finally approved by the Court as fair, reasonable, and adequate, (iii) whether the notice proposed by the parties is the best notice practicable under the circumstances and clearly and concisely provides plain, easily understood language that satisfies Rule 23(c)(2) of the Federal Rules of Civil Procedure, and (iv) whether Class Counsel's application for fees and expenses should be approved;

(f) approving the Notice Plan;

(g) prescribing a period of time during which persons within the Settlement Class may file Requests for Exclusion;

(h) providing that any objections to the Agreement, the Settlement, or Class Counsel's application for an award of attorneys' fees and expenses shall be considered by the Court at the Fairness Hearing only if, on or before a date to be specified in the Preliminary Approval Order, the Class Member making any objection shall mail a copy of his or her written objection(s) and/or notice of intent to appear at the Fairness Hearing (any of which shall set forth briefly each objection and all reasons and substantiation therefore) to the Administrator;

(i) providing that, pending final determination of whether the Settlement should be approved, this Action shall be stayed (except for matters related to the completion of the Settlement), and neither the Plaintiffs, nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute any action or proceeding in any court or tribunal asserting any of the Released Claims against the Released Persons.

5. Notice Plan

5.1 Defendants shall, through a good faith effort limited to the review of the police reports made available to Class Counsel, endeavor to identify (a) all persons stopped, questioned, arrested, frisked, detained or searched in connection with any of the two hundred two (202) incidents referenced in Finding 8 of the Report of the Office of the Legislative Auditor dated May 20, 2009, and (b) the most current mailing address associated with each such person identified.

5.2 On or before September 10, 2010 or the date five (5) business days after the entry of the Preliminary Approval Order, whichever is later, Defendants shall deliver to the Administrator a list of (a) the names and addresses identified pursuant to Section 5.1, and (b) the names and addresses of persons who submitted claim forms to the Hotline administered by the League of Minnesota Cities Insurance Trust.

5.3 On or before September 10, 2010, Class Counsel shall deliver to the Administrator (a) a list of all persons, other than the Class Representatives, whom Class Counsel have reason to believe are included within the Settlement Class Definition, and (b) the most current mailing address associated with each such person identified. This list shall include (but will not be limited to) the Additional Represented Class Members. In addition, prior to the time notice is mailed and published, Class Counsel will provide Defendants with a list of the Additional Represented Class Members.

5.4 The Administrator shall run the addresses provided by Class Counsel and Defendants in Sections 5.1 through 5.3 through the National Change of Address database, and shall use the most current address reasonably available to the Administrator.

5.5 Within fourteen (14) days following the Administrator's completion of Section 5.4, or the date five (5) business days after the entry of the Preliminary Approval Order, whichever is later, the Administrator shall mail, or cause to be mailed, copies of the Settlement Notice, by first class United States mail, postage prepaid, to all Potential Class Members at the most recent address obtained by the methods described above in Sections 5.1 through 5.4. The English language portion of the Settlement Notice shall be substantially in the form attached hereto as Exhibit 2. The Settlement Notice will also include translations in Spanish, Hmong, Vietnamese and Somali. If a notice is returned to the Administrator with a forwarding address, the Administrator will re-send the notice within three (3) business days and update its database to reflect the updated address information for that potential Class Member. If Defendants or Class Counsel are provided with updated address information for any potential Class Member they will provide the information to the Administrator within one (1) business day and the Administrator will re-send the notice within three (3) business days and update its database to reflect the updated address information for that potential Class Member.

5.6 Within seven (7) days of completion of the mailing of the Settlement Notice as in Section 5.5, the Administrator shall cause Publication Notice of this Settlement to be published. The English language version of the Publication Notice, substantially in the form attached hereto as Exhibit 3, shall be published in the Minneapolis Star Tribune; Pioneer Press; City Pages; Asian Pages; Ngay Nay Vietnamese Midwest Newspaper; Hmong Time; Mshale, The African Community Newspaper; and Warsan Times. Translated versions of the Publication Notice shall be published in the following publications:

Mi Gente de Minnesota – Spanish

La Prensa de Minnesota – Spanish

La Voz Latina – Spanish

Latino Midwest News – Bilingual

The Korean Press

Saigon Newspaper of Minnesota

5.7 It is agreed by the Parties that this procedure constitutes an appropriate, reasonable, and practicable method to locate current addresses for Class Members and provide notice thereto. No additional efforts shall be required.

5.8 In addition to mailing notice to Potential Class Members and publishing notice as set forth above, the Administrator shall establish a website and post on that website the Settlement Agreement, Settlement Notice and FAQs - frequently-asked questions and answers as provided by Class Counsel.

5.9 The names, addresses, telephone numbers, and any other personal identifying information of all Potential Class Members shall be kept confidential by the Administrator and not disclosed to any person except as required under 28 U.S.C.§ 1715 or as ordered by the Court upon good cause shown, and shall be used only for the purposes of this Agreement.

5.10 The Administrator shall file with the Court a report on efforts undertaken to implement the Notice Plan at or before the Fairness Hearing. Copies shall be provided to Class Counsel and Defendants.

6. Requests for Exclusion

6.1 Any person coming within the Settlement Class definition who wishes to be excluded from the Settlement Class must provide a written Request for Exclusion from the Settlement Class to the Administrator by the deadline established in the Preliminary Approval Order ("Opt Out Deadline"). The Parties will ask the Court to establish an Opt Out Deadline of no later than forty-five (45) calendar days following the date on which the Settlement Notice is first mailed by the Administrator. Any Request for Exclusion must be signed by the person seeking exclusion (or the parent or guardian of a minor), and must clearly state his or her desire to be excluded from the Settlement Class, and include his or her name, current address and telephone number. Any person within the Settlement Class definition who provides a Request for Exclusion to the Administrator may withdraw (in writing) such Request for Exclusion, and thus elect to be included as a Settling Class Member, at any time prior to the Opt-Out Deadline. Any withdrawal of a Request for Exclusion must be signed by the person seeking the withdrawal (or the parent or guardian of a minor), and must clearly state his or her desire to be withdraw the Request for Exclusion, and include his or her name, current address and telephone number.

6.2 The Administrator will promptly provide unredacted copies of any Requests for Exclusion, and any withdrawals thereof, to Defendants and Class Counsel. On the date of the Fairness Hearing, counsel for Defendants and Class Counsel will jointly submit to the Court a report identifying all persons making Requests for Exclusion that were not thereafter timely withdrawn and the date on which each request was postmarked (or if there is no postmark or legible postmark date, the date received by the Administrator). To the extent the Court requires filing of the report, it shall be filed under seal.

6.3 Any person within the Settlement Class definition who does not file a timely Request for Exclusion from the Settlement Class, or who timely withdraws a Request for Exclusion, shall be deemed a Settling Class Member for all purposes under this Agreement.

6.4 Class Counsel are authorized to represent that the Additional Represented Class Members agree to the terms of this Agreement and will not request exclusion.

7. Objections to Settlement

7.1 Any Class Member may object to the proposed Settlement. The Class Member, or personal counsel retained at the Class Member's expense, must mail the objection to the Administrator by the deadline established in the Preliminary Approval Order ("Objection Deadline"). The Parties will ask the Court to establish an Objection Deadline of no later than forty-five (45) calendar days following the date on which the Settlement Notice is first mailed by the Administrator. Objections must be in writing and must provide a detailed description of the nature and basis for each objection, the Class Member's name, address and telephone number, and, if represented by personal counsel, counsel's name, address and telephone number. Prior to the Fairness Hearing, the Administrator will file with the Court any timely objections received, and will promptly provide unredacted copies of any timely objections received to Class Counsel and Defendants.

7.2 Any Class Member may appear at the Fairness Hearing, either in person or through personal counsel, retained at the Class Member's expense, to voice an objection to the Settlement or to comment on the Settlement, if the Class Member has filed a timely objection pursuant to paragraph 7.1. Class Members or their attorneys who wish to appear at the Fairness Hearing must make such a request in writing and mail it to the Clerk of the United States District Court for the District of Minnesota with copies to counsel for Defendants and Class Counsel prior to the Objection Deadline. The written request to appear must include the name, address and telephone number of the person who will appear at the Fairness Hearing and a copy of the written objection to the Settlement.

7.3 Any Class Member who fails to comply with the provisions of paragraphs 7.1 and 7.2 shall waive and forfeit any and all rights that he or she may have to appear separately and/or object to or comment on the Settlement.

8. Defendants' Payment Obligation

8.1 Defendants agree to pay, in total, (a) Three Million Dollars ($3,000,000) to be used as set forth in Section 9 and (b) an additional amount as set forth in Section 10.2(a) for Class Counsel's attorneys' fees and litigation expenses. The amounts set forth in the preceding sentence shall be the exclusive monetary obligation of Defendants in connection with the

Agreement and Settlement. Plaintiffs and Class Counsel agree that they shall not seek any further money, funds or other remuneration from any Defendant or Released Person in connection with this Settlement, whether for attorneys' fees, litigation expenses, Administration Costs, or anything else.

8.2 The amounts due under Section 8.1 will be deposited into an interest-bearing Settlement Fund Escrow Account (the "SFEA") as set forth in the Settlement Fund Escrow Agreement ("SFEA Agreement") attached as Exhibit 5 hereto.

(a) The establishment of the SFEA shall be submitted to the Honorable Joan N. Ericksen, United States District Court for the District of Minnesota, for approval, shall be deemed to be *in custodia legis*, and shall remain subject to the jurisdiction of the Court until the Settlement Fund is fully distributed or returned to Defendants in the event of a termination as provided in Section 15 of this Agreement, or until further order of the Court. The Parties agree they will cooperate to prepare and file any application, petition, or other document necessary to establish and/or administer the SFEA. The Parties agree that, if requested by Defendants, any application, petition, or other court filing relating to the SFEA shall be filed or submitted under seal.

(b) Defendants will deposit One Hundred Fifty Thousand Dollars ($150,000) of the Settlement amount described in 8.1(a) within five (5) business days following the entry of the Preliminary Approval Order, and will deposit the remainder of this payment obligation within two (2) business days following the Effective Date. If, at the time of the Effective Date as to the Settlement, there is a continuing dispute or appeal regarding Attorneys Fees and Expenses as described in 8.1(b), then Defendants will deposit the undisputed portion of Attorneys Fees and Expenses.

(c) All awards, payments and disbursements to be made under this Agreement shall be made from the SFEA. Defendants' only payment obligation is to pay the amounts due under Section 8.1, and, apart from that obligation, Defendants and the Released Persons shall not be responsible for any awards, payments, costs, disbursements, payments, fees or taxes.

(d) The Parties acknowledge and agree that all awards, payments and disbursements to be made from SFEA must first be approved by the District Court Judge.

(e) Prior to the Effective Date, any request or application for awards, payment or disbursements pursuant to this provision or Section 5 shall be provided to Defendants at the same time it is submitted to the Court. Defendants may request updates regarding funds available in the Settlement Fund on a reasonable basis that is not overly burdensome to Class Counsel.

(f) If the Settlement becomes final (i.e., if there is an Effective Date), then:

i. The Attorneys Fees and Expenses (or, in the event of a continuing dispute or appeal over Attorneys Fees and Expenses, the undisputed portion of Attorneys Fees and Expenses) shall be payable to Class Counsel immediately following deposit; and

ii. The portion of the $3 million amount identified in Section 8.1 and Section 9 that remains in the SEFA (after amounts previously disbursed for notice and other expenses) shall be disbursed as set forth in Section 9.

(g) In the event that this Settlement becomes final, Defendants will continue to receive notice consistent with Section 8.2(e) and may continue to request updates regarding funds available in the Settlement Fund on a reasonable basis that is not overly burdensome to Class Counsel for purposes of estimating the amount of funds that may be available for Law Enforcement Training and Education. However, following the Effective Date, Defendants will not have the right to control or direct the distribution of proceeds.

(h) Defendants shall have no liability or responsibility with respect to disbursements from or the administration of the SFEA. To the extent that there is any ambiguity or inconsistency concerning disbursements when this Agreement and the SFEA Agreement are read together, the terms of this Agreement shall control. Furthermore, the parties recognize that the exact language of the SFEA is yet to be determined, and agree that, prior to the time the SFEA is executed, each party reserves the right to insist on revisions to the draft SFEA (attached as an exhibit) to conform to the terms of this Agreement.

(i) U.S. Bank National Association shall serve as escrow agent ("Escrow Agent") for the SFEA pursuant to the SFEA Agreement. If this Settlement becomes final, then the Escrow Agent's costs, fees, and expenses shall be paid out of the SFEA, or as required by any subsequent order of the Court. If the Settlement does not become final, and subject to Section 15 below, all of the Escrow Agent's costs, fees, and expenses shall be paid out of the SFEA before the money remaining in the SFEA is returned to Defendants in accordance with Section 15 of this Agreement.

(j) To the fullest extent allowable under applicable law, the SFEA shall be treated as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Escrow Agent shall timely make such elections as are necessary or advisable to carry out the provisions of this Agreement, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. To the extent applicable law may require Class Counsel or Defendants to make such elections, the Escrow Agent shall so advise Class Counsel or Defendants, and they shall cooperate in accordance with applicable law. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the sole responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter to cause the appropriate filing to occur.

(k) For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the SFEA and the amounts held in the SFEA (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k), (l)). Such returns (as well as the election described in Section 8.2(j) shall be consistent with all other provisions of this Agreement and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties, or tax detriments) on the income earned by the SFEA shall be paid out of the SFEA, in accordance with Section 8.2(l). The costs, fees, and expenses associated with the filing of any such tax returns shall be paid exclusively out of the SFEA.

(l) All (1) federal, state, and local taxes (including any estimated taxes, interest or penalties, or tax detriments) arising with respect to the income earned on or by the SFEA, including any taxes, interest or penalties, or tax detriments that may be imposed upon Defendants with respect to any income earned on or by the SFEA for any period during which the SFEA (or any portion thereof) does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"), and (2) expenses and costs incurred in connection with the administration of tax matters for the SFEA and the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) ("Tax Expenses"), shall be paid out of the SFEA. The Escrow Agent shall notify Class Counsel and Defendants in writing of the fact and amount of any such payment of Taxes and/or Tax Expenses out of the SFEA (and any withholding pursuant to this Agreement).

(m) Taxes and Tax Expenses shall be timely paid by the Escrow Agent out of the SFEA without prior order from the Court. The Parties agree that Defendants and the Released Persons, as defined in the Release, shall have no obligation and incur no liability whatsoever with respect to the payment of such amounts. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution out of the SFEA any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)).

(n) The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions this Agreement.

(o) The Parties agree and acknowledge that no amount of the Settlement Fund and no payment into the SFEA constitutes or shall in any way be deemed a payment of a penalty or a fine of any kind paid to a government for a violation of law. The Parties agree and acknowledge that no amount of the Settlement Fund and no payment into the SFEA constitutes or shall in any way be deemed a payment of a penalty or a fine of any kind paid to a government for a violation of law. These payments do not constitute, nor shall they be construed as or treated as, payments in lieu of treble damages, fines, penalties, or punitive recoveries.

9. Defendants' Obligation to Pay $3 Million: The Settlement Fund

9.1 In consideration for the settlement of this matter, Defendants shall pay $3 million (the "Settlement Fund") to be used to pay for:

(a) Administration and Notice-Related Costs;

(b) Special Master Fees, if any;

(c) Payments for Service as Class Representatives. Class Counsel will, upon motion, request that class representatives are allocated a fee for their service of Two Thousand Five Hundred Dollars ($2,500.00) for each representative. There are four (4) class representatives; therefore, the total payment will be Ten Thousand Dollars ($10,000.00);

(d) Approved Claims;

(e) Fees for Class Counsel's Law Enforcement Training and Education Representative(s);

(f) Amounts, if any, awarded to Class Counsel under Section 10.2(b), and

(g) Law Enforcement Training and Education.

9.2 The portion of the Three Million Dollars ($3,000,000) that is not spent on any of the categories set forth in (a) through (f) shall be spent on Law Enforcement Training and Education.

10. Attorneys' Fees and Expenses

10.1 The amount of attorneys' fees and litigation expenses to be paid to Class Counsel shall be determined by the Court, but shall be no more than the amounts set forth in Section 10.2.

10.2 Class Counsel and Defendants have agreed that (i) the amount of attorneys' fees and litigation expenses to be requested by Class Counsel shall not exceed the amounts set forth in Sections 10.2(a) and 10.2(b) below, and (ii) Defendants shall not object to requests in accordance with the ceilings set forth in Sections 10.2(a) and 10.2(b) below.

(a) Attorneys Fees and Litigation Expenses to Be Paid by Defendants

i. The amounts of attorneys' fees and litigation expenses to be paid under this Section 10.2(a) shall be paid by the Defendants, and shall not affect the relief available to the Class.

ii. Class Counsel may request up to Seven Hundred Fifty Thousand Dollars ($775,000) in attorneys fees and litigation expenses without regard to the number of Settling Class Members who submit claims to the Special Master under the Claims Resolution Process described in Section 11 of this Agreement.

iii. If the number of Submitted Claims is between fifty-one and one hundred (100), Class Counsel may request an additional Twenty-Five Thousand Dollars ($25,000) in attorneys' fees and litigation expenses, resulting in a maximum request of Eight Hundred Thousand Dollars ($800,000).

iv. If the number of Submitted Claims is one hundred one (101) or more, Class Counsel may request an additional Twenty-Five Thousand Dollars ($25,000) in attorneys' fees and litigation expenses, resulting in a maximum request of Eight Hundred Twenty-Five Thousand Dollars ($825,000).

v. Regardless of the number of Submitted Claims, Defendants shall not pay any more than Eight Hundred Twenty-Five Thousand Dollars ($825,000) in attorneys' fees and litigation expenses.

(b) Class Counsel's Contingent Right to Request an Additional Award from the Settlement Fund

If the number of Submitted Claims exceeds one hundred one (101), and Class Counsel contends that its lodestar is in excess of Eight Hundred Twenty-Five Thousand Dollars ($825,000), then Class Counsel may move the Court for an additional award of Attorneys Fees and Expenses to be paid from the Settlement Fund identified in Section 9.1 of this Agreement. The amount of any such additional request shall be no greater than the lesser of (a) the difference between the claimed lodestar and Eight Hundred Twenty-Five Thousand Dollars ($825,000) or (b) One Hundred Thousand Dollars ($100,000).

10.3 The determination of any dispute over attorneys' fees and expenses will not affect the enforceability of the remainder of the Agreement.

11. The Claims Resolution Process

11.1 A Class Member may seek compensation from the Settlement Fund based on a claim that one or more of the Defendants is liable to the Class Member under one or more of the causes of action identified in the Complaint. The term "Claims Resolution Process" refers to the procedures for submitting such claims; and the method for determining whether the claimant is entitled to compensation; and, if so, the amount of money the claimant is entitled to receive as compensation. A Class Member is not eligible to receive any payment under this Settlement unless he or she submits a timely claim under the Claims Resolution Process.

11.2 As set forth above, any person within the Settlement Class definition who does not file a timely Request for Exclusion from the Settlement Class shall be deemed a Settling Class Member, and shall be deemed to have released his or her claims, without regard to whether that Settling Class Member makes a claim or is determined to be entitled to compensation.

(a) Process for Each Claim Initiated by Compilation of Information in a Claim Form.

i. A claimant shall initiate a claim by submitting a claim form as set forth in Exhibit 6. A completed form shall include a sworn statement of the facts. (The claimant can also submit other documentary evidence.) The completed form shall also confirm the claimant's express agreement to the terms of the Settlement.

ii. A claim must be submitted by a date to be determined. Any claim submitted after that date will be untimely, and the claimant submitting such an untimely claim will not be eligible for an award of compensation.

iii. Class Counsel will compile the information for the claim form and will evaluate the claim based on objective criteria (e.g., whether the claimant's encounter was with a member of the MGSF, etc.). Class Counsel will also check off the causes of action to be considered by the Special Master from among a list to be included on the form.

(b) Defendants' Opportunity to Submit Information to Be Included, Unaltered, in the Claim Form.

i. After the claim is initiated as set forth above, the claim form as completed to that point will be provided to Defendants for review. Following receipt of a claim form in which a claimant seeks a return of property, Defendants will (A) engage in a reasonable effort to determine whether there is any property in possession of Defendants in connection with an incident within the scope of the Released Claims and (B) inform Class Counsel about any such property within twenty-one (21) days of Defendants' receipt of the claim form. Such information will be attached to the claim form that is submitted to the Special Master for review.

ii. Defendants will also have the opportunity, but not the obligation, to submit sworn statements and/or documentary evidence (e.g., police reports), a statement of up to two (2) pages (or such additional length as may be allowed by the Special Master) commenting on the merits of the claim, and/or a statement indicating whether any property is available to be returned to the Claimant. Class Counsel will insert or attach the Defendants' submission, unaltered, to the section of the claim form allotted for that purpose so that it is considered (along with all other information) by the Special Master.

iii. Defendants have twenty-one (21) days upon receipt of the claim form to submit any of the information identified in 11.2(b)(ii) above. If no such information is provided after twenty-one (21) days, Class Counsel will deem the opportunity waived by Defendants and the claim will be submitted to the Special Master without a statement or documents from the Defendants.

iv. If the Defendants elect to make a submission as to a particular claim, that Claimant has the opportunity to submit a supplementary sworn statement and/or documentary evidence and/or a statement of up to one (1) page (or such additional length as may be allowed by the Special Master) responding to Defendants' submission, which will be included in the claim form.

(c) Special Master's Authority to Decide the Validity of Each Claim and, as to Valid Claims, the Amount to Be Received by the Claimant.

i. A Special Master shall be appointed by the Court. The parties request that the Court appoint Magistrate Judge Arthur J. Boylan as Special Master.

ii. The Special Master will determine the validity of each claim and, as to valid claims, the amount of compensatory damages to be paid and/or property to be returned to a claimant. The Special Master shall be solely responsible for making these determinations.

iii. The Special Master will make his or her determination regarding any questions of fact based solely on the claim form (including any attachments). There will be no live testimony.

iv. The determination of the validity of each claim (and, as to valid claims, the amount of compensatory damages to be paid to a claimant) shall be based upon the facts and informed by the law that applies to each cause of action (including any applicable statute of limitations). As to federal claims, the Special Master may look to 8th Circuit law. As to state law claims, the Special Master may look to Minnesota law.

v. There will not be any punitive damages or attorneys' fees awards.[2] Only compensatory damages, the return of property, or both, will be awarded.

vi. The Claimant shall not be entitled to receive compensation that is duplicative of compensation previously received by the Claimant in connection with the Hotline administered by the League of Minnesota Cities Insurance Trust. Defendants will provide the Special Master with a list of claimants compensated through the Hotline administered by the League of Minnesota Cities Insurance Trust and any corresponding compensation amounts.

vii. The Special Master will notify the parties in writing regarding his or her determination of a claim.

(d) Claimants, But Not Defendants, Will Have the Right to Appeal to the District Court Judge

i. A claimant may appeal the Special Master's determination regarding (a) the validity of his or her claim and/or (b) as to valid claims, the amount of compensatory damages to be paid. The appeal must be submitted to the District Court Judge in writing within ten (10) business days following receipt of Special Master's determination. Notice of an appeal must be sent to Class Counsel for tracking purposes and to Counsel for Defendants. The Defendants will not have the right to appeal from the Special Master's determination.

[2] Nothing herein shall be construed to abridge or modify Section 10 of this Agreement, under which the Defendants have agreed to pay up to a stated maximum for Class Counsel's Attorneys' Fees and Expenses.

ii. An appeal to the District Court Judge will be based on the same claim form reviewed by the Special Master. No other evidence or information will be considered.

iii. An appeal to the District Court Judge will be decided based on the same principles set forth in Section (c) above.

iv. The District Court Judge's decision on an appeal will be final and non-appealable.

12. Law Enforcement Training and Education

12.1 A portion of the Settlement Fund will be used to fund the Law Enforcement Training and Education component of the Settlement. The goal of the Law Enforcement Training and Education component is to accomplish and revitalize statewide educational programs to train and educate police officers.

12.2 The topics to be addressed in the Law Enforcement Training and Education component are as follows::

Basic Civil Rights
Community Based Policing
Constitutional Use of Drug-Courier Profiles by Law Enforcement Agencies
Courtroom Testimony and Procedure
Forfeitures
Investigative Report Writing
Pretextual Stops
Property Handling Procedures
Racial and Ethnic Sensitivity
Search and Seizures

Additional topics may be addressed if agreed to by Defendants' and Plaintiffs' representatives.

12.3 Class Counsel will appoint one or more individuals with expertise in law enforcement as Law Enforcement Training and Education Representative(s). These Law Enforcement Training and Education Representatives will participate with individuals designated by Counsel for Defendants (which designees may include one or more Defendants and/or other representatives) in the development and implementation of the curriculum and report back to Plaintiffs and the Court. Plaintiffs' representative(s) and Defendants and/or their representative(s) will jointly determine by agreement the curriculum that will be utilized and how it will be implemented.

12.4 The law enforcement training will utilize the resources of P.O.S.T. in the administration, formulation, operation and reporting of courses. All training must be submitted to and approved by P.O.S.T. for continuing education credit. Representative(s) of Plaintiffs and Defendants (and/or Defendants' representative(s)) will mutually select one or more entities to assist in the development, implementation and conduct of the training courses. In the event there is an impasse between the representatives for Plaintiffs and Defendants with respect to any issue associated with law enforcement training, such matter shall be submitted to the Special Master.

12.5 There will be three objective measurements to verify the effectiveness of the training:

(a) Verification of officers/supervisors participating in the training;

(b) Verification that the training is directed toward police officers/supervisors and attended by police officers/supervisors;

(c) Testing, to be administered toward the conclusion of the training, to confirm that the officers attending have understood the major points covered. The testing will be developed as part of the development of the curriculum (see above.) Such testing will not be onerous, and expectations regarding an attendee's test performance will be consistent with standards used in other law enforcement training courses.

13. Release, Waiver and Covenant Not to Sue

13.1 Upon the Effective Date of this Agreement, in consideration of this Settlement and the benefits extended to the Settlement Class pursuant to this Agreement, all Settling Class Members release and forever discharge the Released Parties from any and all Released Claims.

13.2 Upon the Effective Date of this Agreement, the Released Parties are not, and in the future shall not be, subject to liability or expense of any kind to Settling Class Members with respect to any of the Released Claims. The provisions of this Agreement shall be the exclusive remedy of all Settling Class Members against the Released Parties. Upon the Effective Date, each Settling Class Member shall be forever barred from asserting any of the Released Claims against any of the Released Parties. Settling Class Members expressly agree that this release shall be, and may be raised as, a complete defense to and will preclude any action or proceeding encompassed within the terms of this release.

13.3 Upon the Effective Date of this Agreement, each Settling Class Member shall be deemed to have covenanted and agreed (a) that he or she will forever refrain from instituting, maintaining or proceeding against any Released Party on any Released Claim, including Released Claims known and not now known, suspected, or claimed, that he or she has or hereafter may have against the Released Parties; and (b) that he or she releases the Released Parties from each and every such Released Claim.

13.4 Settling Class Members acknowledge and agree that the Released Claims include claims that Settling Class Members do not know or suspect to exist in their favor at the time of the release of the Released Parties and which, if known by them, might have affected their decision to settle and release the Released Claims or take any other action, including, but not limited to, the decision not to object to this Agreement. Settling Class Members expressly waive any and all rights that they may have under any statute, regulation, administrative adjudication, or common law principle that would limit the effect of the Release provided in this Agreement to the claims actually known or suspected to exist at the time of this Agreement.

14. Final Judgment

14.1 If the Settlement is approved by the Court following the Fairness Hearing, the Parties shall request that the Court enter a Final Judgment, substantially in the form attached hereto as Exhibit 4:

(a) confirming certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23 and applicable law;

(b) finding that notice was provided to the Settlement Class in accordance with the Preliminary Approval Order and that the Notice Plan fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process;

(c) finding that notification to appropriate federal and state officials was given in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;

(d) approving the Settlement as fair, reasonable and adequate to Class Members in accordance with Federal Rule of Civil Procedure 23;

(e) directing implementation of the Settlement in accordance with its terms;

(f) dismissing with prejudice the Action;

(g) providing that all Settling Class Members conclusively compromise, settle, discharge, dismiss and release the Released Claims;

(h) providing that, as to any property in possession of Defendants in connection with an incident within the scope of the Released Claims, the rights of the Settling Class Members are extinguished (except to the extent such property is the subject of a timely claim under the Claims Resolution Process described in Section 11), such that the property can be declared surplus and disposed of according to state law;

(i) permanently enjoining Settling Class Members from initiating, asserting, prosecuting, or litigating against the Released Parties any actions involving the Released Claims;

(j) providing that neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be admissible in evidence for any purpose in this or any other proceeding, except that this Agreement, and any order granting preliminary or final approval of this Agreement, will be admissible for the purpose of obtaining approval of, implementing, and/or enforcing this Agreement and as otherwise provided in paragraph 16.4;

7111869v1

(k) reserving jurisdiction, without affecting the finality of the Final Judgment, over implementation, administration and enforcement of the Settlement, and other matters ancillary to the Settlement;

(l) finding that the Final Judgment is a final judgment pursuant to Federal Rule of Civil Procedure 54(a) or, alternatively, that there is no just reason for delay and the Final Judgment is a final judgment pursuant to Federal Rule of Civil Procedure 54(b).

14.2 Entry of a Final Judgment approving this Agreement is a condition precedent to the Parties' respective rights and obligations under this Agreement.

15. Termination

15.1 Defendants shall have the right, in their sole discretion, to withdraw from this Agreement if the number of Class Members who elect to be excluded from the Settlement Class pursuant to Section 6.1 exceeds twenty (20). Defendants may exercise this right by (a) filing and serving, within ten (10) business days after the Opt-Out Deadline, a Preliminary Notice of Intent to Nullify Settlement and (b) filing and serving, within a time period to be prescribed by the Court, a Final Notice of Nullification of Settlement. After the filing of a Preliminary Notice of Intent to Nullify Settlement, the parties shall meet with the Court in an effort to explore options that may be available to persuade Defendants to withdraw the notice and complete the settlement, and no nullification will be effective until after (a) the Court meets with the parties and, thereafter, (b) Defendants confirm their decision to nullify by filing a Final Notice of Nullification of Settlement.

If the Defendants withdraw from the Agreement and terminate the Settlement as set forth above, neither Plaintiffs nor any Class Member nor Class Counsel shall be permitted to seek enforcement of the Settlement or any of its terms.

Even if the number of Class Members who elect to be excluded from the Settlement Class exceeds twenty (20), Defendants can decide to complete the Settlement with the Settling

Class Members. Furthermore, if Defendants do not file and serve their Preliminary Notice of Intent to Nullify Settlement within ten (10) business days after the Opt-Out Deadline, their right to terminate under this section is waived.

15.2 This Agreement shall terminate and become null and void upon the occurrence of any of the following events:

(a) The Court refuses to certify the Settlement Class;

(b) The Court denies preliminary approval of the Settlement;

(c) The Court denies approval of the Settlement following the Fairness Hearing;

(d) Certification of the Settlement Class and/or approval of the Settlement is reversed on appeal; or

(e) the Effective Date does not occur.

If this Agreement should terminate or become null and void for any reason, then:

i. This Agreement and all negotiations and proceedings and releases relating thereto shall be without prejudice as to the rights of any and all Parties to this Agreement, and Parties to this Agreement shall be restored to their respective positions as they existed prior to the execution of the Agreement; and

ii. Plaintiffs and Defendants shall jointly move that any order entered pursuant to this Agreement be vacated and void and all findings withdrawn.

16. No Admissions

16.1 Neither this Agreement, nor any exhibit, document or instrument delivered hereunder, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Defendants or the Released Parties of any liability or wrongdoing, or of the truth of any allegations asserted by Plaintiffs, Class Members, or any other person.

16.2 The Parties expressly acknowledge and agree that this Agreement, along with all related drafts, motions, court papers, conversations, negotiations, mediations and correspondence, including statements made in mediations or written submissions to the mediator, constitute an offer to compromise and a compromise within the meaning of Federal Rule of Evidence 408.

16.3 Neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be admissible in evidence in this or any other proceeding for any purpose. (Provided, however, that nothing in the previous sentence shall be construed to apply to the published reports referenced in Sections 2.13(d) or 2.13(e), the admissibility of which shall be determined according to the rules of evidence that apply in any forum in which they are introduced.) Without limitation of the foregoing, nothing contained in this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be given any form of res judicata, collateral estoppel or judicial estoppel effect against Defendants or the Released Parties in any administrative or judicial forum or proceeding.

16.4 Notwithstanding the foregoing, this Agreement, any order granting preliminary or final approval to this Agreement and any appellate decision affirming Final Judgment is admissible (a) for the purpose of obtaining approval of, implementing, and/or enforcing this Agreement or (b) for purposes of determining Class Counsel's application for attorneys' fees and costs or in connection with any appeal of an award of Class Counsel's attorneys' fees and costs in this Action.

16.5 This Agreement, any order granting preliminary or final approval of this Agreement, and any appellate decision affirming Final Judgment, may be pleaded by Defendants or the Released Parties as a full and complete defense (including any defense based upon release, res judicata, or injunction) to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims; and this Agreement, any order granting preliminary or final approval to this Agreement, and any appellate decision affirming Final Judgment, or any other proceedings in connection therewith, may be filed, offered or submitted by Defendants or the Released Parties or otherwise used in support of such defense.

17. Deadlines and Notices

17.1 Whenever this Agreement requires notice or a document to be given to the parties or counsel for the respective parties, it shall be sent to:

Joseph Flynn JARDINE, LOGAN & O'BRIEN Suite 100 8519 Eagle Point Blvd. Lake Elmo, MN 55042	Robert Hopper ZIMMERMAN REED, P.L.L.P. 651 Nicollet Mall, Suite 501 Minneapolis, MN 55402
For Defendants	For Plaintiffs

17.2 Whenever this Agreement requires notice or a document to be given to the Administrator, it shall be sent to the address stated in the Settlement Notice.

17.3 Whenever this Agreement provides for a document or form to be sent to the Administrator, Defendants or Class Counsel prior to a certain date or deadline, the document or form will be deemed timely (a) if sent by First Class U.S. Mail and postmarked by the U.S. Postal Service on or before the applicable deadline or (b) if sent by any other method and received by the Administrator, Defendants or Class Counsel, whichever is applicable, on or before the applicable deadline. If a postmark is not legible, the document shall be deemed to have been postmarked three (3) business days before it is received by the person to whom it was sent.

18. General Provisions

18.1 Class Representatives, Class Counsel, and Defendants shall cooperate, assist and undertake their best efforts to complete any actions implementing the terms of this Agreement or any order of the Court related to the implementation of this Agreement.

18.2 Plaintiffs, Class Counsel, and Defendants agree that the terms of this Agreement were based not only on the consideration provided, but were also based on (a) vigorous arm's-length negotiations among counsel for the Parties; (b) the assessment of counsel for the Parties of the strengths and weaknesses of the claims asserted in the Action and the Released Claims; and (c) the expense and burden of ongoing litigation.

18.3 The undersigned attorneys for Plaintiffs represent and warrant that they have the authority to enter into this Agreement on behalf of the proposed Class Representatives.

18.4 The undersigned counsel for Defendants represents and warrants that he has duly authorized by all Defendants to execute this Agreement.

18.5 This Settlement Agreement is intended to and shall be governed solely and exclusively by the laws of the United States. To the extent federal law does not provide the requisite guidance, the agreement shall be governed by the laws of the State of Minnesota.

18.6 The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations, representations, and understandings, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Settlement Agreement. Prior or contemporaneous representations not contained in this

7111869v1

Settlement Agreement shall be of no force or effect. Any modification of the Settlement Agreement must be in writing signed by Class Counsel and Defendants.

18.7 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. In the event of a dispute concerning the meaning of a term contained herein, no adverse inference or presumption shall be drawn based on any contention that a particular party supposedly drafted such term.

18.8 This Settlement Agreement shall be binding upon and inure to the benefit of the representative heirs, successors, and assigns of the Parties.

18.9 The waiver by one Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.

18.10 This Settlement Agreement shall become binding upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take binding effect on the date it is executed by all of the undersigned.

7111869v1

Robert R. Hopper

Robert R. Hopper
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402
Telephone: (612) 341-0400

Phillip F. Fishman
FISHMAN, BINSFELD & BACHMEIER P.A.
8011 34th Ave. S., Suite 245
Bloomington, MN 55425
Telephone: (612) 339-0033

Alex Alvarez (FL#946346)
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134
Telephone: (305) 444-7675

ATTORNEYS FOR PLAINTIFFS

Joseph Flynn
JARDINE, LOGAN & O'BRIEN
8519 Eagle Point Blvd., Suite 100
Lake Elmo, MN 55042
Telephone: (651) 290-7416

ATTORNEYS FOR DEFENDANTS

7111869v1

Robert R. Hopper
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402
Telephone: (612) 341-0400

Phillip F. Fishman
FISHMAN, BINSFELD & BACHMEIER P.A.
8011 34th Ave. S., Suite 245
Bloomington, MN 55425
Telephone: (612) 339-0033

Alex Alvarez (FL#946346)
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134
Telephone: (305) 444-7675

ATTORNEYS FOR PLAINTIFFS

Joseph Flynn
JARDINE, LOGAN & O'BRIEN
8519 Eagle Point Blvd., Suite 100
Lake Elmo, MN 55042
Telephone: (651) 290-7416

ATTORNEYS FOR DEFENDANTS

Robert R. Hopper
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402
Telephone: (612) 341-0400

Phillip F. Fishman
FISHMAN, BINSFELD & BACHMEIER P.A.
8011 34th Ave. S., Suite 245
Bloomington, MN 55425
Telephone: (612) 339-0033

Alex Alvarez (FL#946346)
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134
Telephone: (305) 444-7675

ATTORNEYS FOR PLAINTIFFS

Joseph Flynn
JARDINE, LOGAN & O'BRIEN
8519 Eagle Point Blvd., Suite 100
Lake Elmo, MN 55042
Telephone: (651) 290-7416

ATTORNEYS FOR DEFENDANTS

Robert R. Hopper
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402
Telephone: (612) 341-0400

Phillip F. Fishman
FISHMAN, BINSFELD & BACHMEIER P.A.
8011 34th Ave. S., Suite 245
Bloomington, MN 55425
Telephone: (612) 339-0033

Alex Alvarez (FL#946346)
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134
Telephone: (305) 444-7675

ATTORNEYS FOR PLAINTIFFS

John E. Flynn

Joseph Flynn
JARDINE, LOGAN & O'BRIEN
8519 Eagle Point Blvd., Suite 100
Lake Elmo, MN 55042
Telephone: (651) 290-7416

ATTORNEYS FOR DEFENDANTS

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ZELAIDO RIVERA GARCIA, MAURA GONZALES SALINAS, ADRIAN RAMIREZ-CUEVAS, CAMERINA CUEVAS LOPEZ,

Plaintiffs,

v.

METRO GANG STRIKE FORCE, RON RYAN, former Metro Gang Strike Force Commander, DOE OFFICERS 1-34, individually and in their official capacities, OTHER UNKNOWN DOE OFFICERS, CITY OF WEST ST. PAUL, a municipal corporation, HENNEPIN COUNTY, a direct political subdivision of the State, DAKOTA COUNTY, a direct political subdivision of the State, RAMSEY COUNTY, a direct political subdivision of the State, CITY OF ST. PAUL, a municipal corporation, CITY OF MINNEAPOLIS, a municipal corporation, WASHINGTON COUNTY, a direct political subdivision of the State, CITY OF MAPLEWOOD, a municipal corporation, CITY OF LINO LAKES, a municipal corporation, CITY OF BROOKLYN PARK, a municipal corporation, CITY OF RICHFIELD, a municipal corporation, METROPOLITAN COUNCIL, METRO GANG STRIKE FORCE ADVISORY BOARD, MANILA (“BUD”) SHAVER, Chief of the West St. Paul Police Department, KEN SCHILLING, Inspector at the Hennepin County Sheriff’s Office, DAVE BELLOWS, Chief Deputy of the Dakota County Sheriff’s Office, BOB FLETCHER, Sheriff of the Ramsey County Sheriff’s Office, JOHN HARRINGTON, Chief of the St. Paul Police Department, ROB ALLEN, Deputy Chief of the Minneapolis Police Department, BILL HUTTON, Sheriff of the Washington County Sheriff’s Office, DAVE THOMALLA, Chief of the Maplewood Police Department, DAVE PECCHIA, Chief of the Lino Lakes Police Department, DAVE INDREHUS, Chief

Case No. 09-CV-01996 (JNE/AJB)

ORDER PRELIMINARILY APPROVING SETTLEMENT AND APPROVING NOTICE TO CLASS MEMBERS

7107039v1

of the Metro Transit Police Department, MICHAEL DAVIS, Chief of the Brooklyn Park Police Department, BARRY FRITZ, Captain of the Richfield Police Department,

Defendants.

Plaintiffs Zelaido Rivera Garcia, Maura Gonzalez Salinas, Adrian Ramirez-Cuevas, and Camerina Cuevas Lopez (collectively "Plaintiffs" or "Class Representatives"), by and through their undersigned counsel, and Defendants, by and through their undersigned counsel, have made a joint motion for preliminary approval of the Settlement Agreement between the Settlement Class and Defendants. Upon the parties joint motion and supporting memorandums of law, the Settlement Agreement (attached hereto as Exhibit A), and all prior proceedings conducted in the above-captioned class action (the "Action"), including oral argument at a hearing held on __________, this Court hereby (a) conditionally certifies for settlement purposes only, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Settlement Class[1] defined below; (b) finds that the proposed settlement (the "Settlement") (evidenced in the Settlement Agreement) appears on its face to be fair, reasonable and adequate and has been the product of serious and extensive arm's-length negotiations between Plaintiffs and Defendants; (c) approves the form and manner of notice proposed by the parties; and (d) schedules a hearing, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine, among other things, (i) whether a settlement class can be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (ii) whether the Settlement is fair, reasonable, and adequate and whether it should be approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;

[1] The Court notes that Defendants have conditionally agreed and consented to certification of the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only, and for the sole purpose of creating the Settlement Class. If the Settlement Agreement is for any reason not approved or the Effective Date does not occur, the Court notes that the Defendants have reserved their right to reassert all of their objections and defenses to certification of any class.

(iii) whether the notice proposed by the parties is the best notice practicable under the circumstances and clearly and concisely provides plain, easily understood language that satisfies Rule 23(c)(2) of the Federal Rules of Civil Procedure; and (iv) whether Class Counsel's application for fees and expenses should be approved.

Upon consideration of the Settlement and hearing from the parties, it is hereby ORDERED as follows:

1. The Court has subject matter jurisdiction over the Actions pursuant to 42 U.S.C. § 1981, § 1983 *et seq.*, and personal jurisdiction over the parties before it.

2. The "Definitions" section of the Settlement Agreement is incorporated herein by reference. All capitalized terms used in this Order have the meaning set forth in the Settlement Agreement unless otherwise expressly indicated.

3. For settlement purposes only, and contingent upon the Settlement being finally approved, the Court hereby conditionally certifies, pursuant to Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure, that this Action is maintainable as a class action for settlement purposes only on behalf of a class (the "Settlement Class") consisting of all persons who:

(a) have been stopped, questioned, arrested, charged, frisked, detained or searched (including but not limited to persons who have had property searched or seized), or whose dwelling was searched;

(b) by a peace officer or peace officers serving on or assisting the MGSF or by a peace officer or peace officers serving on or assisting the Minnesota Gang Strike Force;

(c) in an incident where property was taken from one or more of the individuals stopped, questioned, arrested, detained or searched (or during a search and seizure of property belonging to one or more of such individuals); and

(d) the property was taken

i. without a receipt or inventory itemization, or

ii. without notification to the property owner of his or her right to contest the forfeiture.

4. The Court appoints Zelaido Rivera Garcia, Maura Gonzales Salinas, Adrian Ramirez-Cuevas, and Camerina Cuevas Lopez to serve as Class Representatives.

5. Plaintiffs' Counsel Robert R. Hopper of Zimmerman Reed, P.L.L.P, Phillip F. Fishman of Fishman, Binsfeld & Bahmeier, P.A. and Alex Alvarez of The Alvarez Law Firm are appointed as Class Counsel for the Settlement Class.

6. Subject to final approval of the Settlement and the entry of final judgment, the Court finds that the Settlement as set forth in the Settlement Agreement appears on its face to be fair, reasonable, and adequate to have been the product of serious and extensive arm's-length negotiations between Class Counsel and Defendants. The Court finds that the Settlement Agreement was reached in good faith, and provides meaningful relief to the Class and thus warrants providing notice of such Settlement to prospective Settlement Members. Accordingly, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court preliminarily approves the Settlement upon the terms and conditions set forth in the Settlement Agreement (attached as Exhibit A).

7. Subject to final approval of the Settlement and the entry of final judgment, and for settlement purposes only, the Court finds that the prerequisites of Rule 23(a) and (b)(3) are met and hereby certifies the foregoing defined Settlement Class pursuant to Rule 23(b)(3). If such final approval of the Settlement is not granted, or if final judgment as contemplated herein is not entered, this Order shall be vacated and the parties shall be restored without prejudice to their respective litigation positions prior to the date of this Order of Preliminary Approval.

8. The Court finds that the prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied by the Settlement Class, in

that: (1) The number of class members comprising the Settlement Class is so numerous that joinder of all members is impracticable. Settlement Class includes, but is not limited to, the persons whose property was taken in connection with one of the 202 incidents referenced in Finding 8 of the Report of the Office of the Legislative Auditor dated May 20, 2009. (2) There are questions of law or fact common to the Settlement Class, including (a) whether Defendants were required to provide receipts of seized property, (b) whether Defendants were required to provide notices of the right to contest the forfeiture of property, (c) whether Defendants repeatedly failed to provide receipts of seized property, (d) whether Defendants repeatedly failed to provide notice of the right to contest the forfeitures as required by Minnesota law (Minn. Stat. § 609.5314), (e) whether Defendants acted under color of law when improperly seizing property, (f) whether Defendants failed to create records of seized property and incidents leading to the seizure of property, and (g) whether Defendants failed to properly maintain records of seized property and incidents leading to the seizure of property. (3) The claims or defenses of the proposed Class Representatives are typical of the claims or defenses of the other members of the Settlement Class. (4) The proposed Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class. (5) The questions of law and fact common to the Settlement Class members predominate over any questions affecting only individual Settlement Class members. (6) Class action treatment is superior to other available methods for the fair and efficient resolution of this controversy. The Court also notes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997).*

9. In making these findings, the Court has been provided copies of (1) the Settlement Agreement, (2) the Report on the Metro Gang Strike Force issued by the Office of the Legislative Auditor for the State of Minnesota on or about May 20, 2009 and (3) the Report of the Metro Gang Strike Force Review Panel issued on or about August 20, 2009.

10. The Court approves the form of the Notice of Proposed Class Action Settlement and Release of Claims specified in the Settlement Agreement and attached as Exhibit 2 to the Settlement Agreement (hereinafter "Notice"). The Court finds that the manner and content of the Notice (a) is the best notice that is practicable to members of the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, certification of the Settlement Class, the proposed Settlement, the rights of Class Members to object to the Settlement and the application of Plaintiffs' counsel for payment of their attorneys' fees and reimbursement of their litigation expenses, and to request exclusion from the Settlement Class; (c) is reasonable and satisfies the requirements of due process by providing due, adequate, and sufficient notice to all persons and entities entitled to receive notice; (d) clearly and concisely states in plain, easily understood language: (i) the nature of the action, (ii) the definition of the class certified, (iii) the class claims, issues or defenses, (iv) that a class member may enter an appearance through an attorney if the member so desires, (v) that the court will exclude from the class any member who requests exclusion, (vi) the time and manner for requesting exclusion, and (vii) the binding effect of a class judgment on members under Rule 23(c)(3) of the Federal Rules of Civil Procedure; and (e) meets all applicable requirements of law including, but not limited to, Rule 23(c) and the Due Process Clause of the Fifth Amendment to the United States Constitution.

11. The Court Orders that Notice to members of the Settlement Class shall be disseminated by U.S. Mail and publication, in accordance with the dates and periods set forth in Sections 5.5 through 5.6 of the Settlement Agreement, in a form and content substantially similar to Exhibit 2 and Exhibit 3 to the Settlement Agreement, and in substantially the manner specified in the Settlement Agreement. This Notice will provide Class Members with the opportunity to request exclusion from participating in the settlement. Such opt out rights may be exercised only individually by a Class Member, and not by any other person in a representative capacity unless otherwise authorized by law.

12. The Court approves the administration of the proposed Settlement in the manner set forth in the Settlement Agreement.

13. The Court appoints __________________ as Administrator, as defined in the Settlement Agreement.

14. The Court orders that Class Counsel, through the Court-appointed Administrator shall establish and maintain an Internet website under the Uniform Resource Locator (URL) available at www.mgsfsettlement.com, at which the Notice shall be posted to provide notice to the Settlement Class of the proposed Settlement. This website shall remain active through the Effective Date of the Settlement, as defined in the Settlement Agreement.

15. The Court directs that any Class Member who wishes to opt out of the settlement must send a written request for exclusion in the manner and to the address provided in the Notice approved above. Any Class Member who fails to timely and/or properly opt out of the settlement shall be deemed participating and shall be bound by all orders/or judgments of this Court, which will have preclusive effect in all pending or future lawsuits or other proceedings against the Defendants.

16. Any Class Member who has not opted out of settlement may, solely at the expense of such person, object to approval of the proposed settlement and may appear at the Fairness Hearing in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. However, no person (other than named parties) may be heard at the Fairness Hearing, or file papers or briefs in connection therewith, unless on or before ______________, such person has filed with the Court and served on Plaintiffs' Class Counsel and Defendants' Counsel a timely written objection and notice of intent to appear, in accordance with the procedures specified in the Notice. Any member of the Settlement Class who does not make his objection to the settlement in the manner provided herein shall be deemed to have waived any such objection.

17. No person shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreement or the Final Order and Judgment to be entered thereon except as through the procedures set for in the Settlement Agreement and Notice. Any Settlement Class Member who does not submit a timely, written objection to the settlement or opt out request from the settlement in compliance with all the procedures set forth in the Settlement Agreement and Notice will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, orders, and judgments in this action, which will be preclusive in all pending or future lawsuits or other proceedings.

18. Defendants' Counsel, Plaintiffs' Counsel, and any other counsel for Plaintiffs or the Settlement Class, shall promptly furnish to all other counsel of record copies of any objection or written request for exclusion that comes into such counsel's possession.

19. A Fairness Hearing shall be held by this Court on ______________ at ___ a/p.m., before the Honorable Joan N. Ericksen, to consider and finally determine:

(a) Whether the Settlement Class shall be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure;

(b) Whether the Settlement Agreement should be finally approved by the Court as fair, reasonable, and adequate;

(c) Whether the notice proposed by the parties is the best notice practicable under the circumstances and clearly and concisely provides plain, easily understood language that satisfies Rule 23(c)(2) of the Federal Rules of Civil Procedure; and

(d) Whether Class Counsel's application for fees and expenses is appropriate.

The Fairness Hearing described in this paragraph may be postponed, adjourned, or continued by order of the Court without further notice.

20. If the Settlement Agreement is finally approved, the Court shall enter a Settlement Order and Final Judgment approving the Settlement Agreement incorporating it as the judgment of the Court, which judgment shall be binding upon all members of the Settlement Class.

21. In the event that the proposed settlement set forth in the Settlement Agreement is not approved by the Court, or entry of a Settlement Order and Final Judgment as provided in the Settlement Agreement does not occur for any reason, then the Agreement, all drafts, negotiations, discussions, and documentation relating thereto, and all orders entered by the Court in connection therewith, shall become null and void, and shall not be used or referred to for any purpose in this Action or in any other proceeding. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice to the rights of any of the parties thereto, who shall be restored to their respective positions as of the date of the execution of the Settlement Agreement.

22. Defendants have denied liability in this matter, and this Settlement does not constitute an admission of liability or wrongdoing. Neither this Order Preliminarily Approving Settlement, the Settlement Agreement, the fact of settlement, the settlement proceedings,

settlement negotiations, nor any related document, shall be used as an admission of any act or omission by Defendants or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendants in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement.

23. From this date until the Court's entry of the Settlement Order and Final Judgment permanently terminating this litigation, all proceedings in this matter other than those related to effectuating this Settlement are stayed, and neither the Plaintiffs, nor any Settlement Class Member, either directly, representatively, or in any other capacity, shall prosecute any action or proceeding in any court, tribunal or other forum asserting any of the Released Claims against the Released Parties. The Court finds that issuance of this stay is necessary and appropriate in aid of the Court's jurisdiction over the action and the protect and effectuate the Court's review of the Settlement.

24. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

This ___ day of ___________, 2010.

____
Judge Joan N. Ericksen
United States District Judge

EXHIBIT A

Exhibit 2

IMPORTANT LEGAL NOTICE

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

for *Garcia, et al v. Metro Gang Strike Force, et al*
Case No. 09-CV-01996 (JNE/AJB)

If you had an encounter with the Metro Gang Strike Force or the Minnesota Gang Strike Force in an incident that involved the seizure of property, you may be a member of the class in a class action lawsuit that is being settled.

If You Are a Member of the Class, Your Legal Rights Will Be Affected Whether You Act or Do Not Act.

A U.S. federal court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued. Please read this entire Notice carefully.

This Notice concerns the proposed settlement of a class action lawsuit (called *Garcia v. Metro Gang Strike Force*) in which Plaintiffs, on behalf of themselves and others similarly situated, alleged misconduct on the part of the Metro Gang Strike Force and those responsible for training and supervising them.

The following is only a summary of the Settlement, which is contained in the Settlement Agreement and is available at www.mgsfsettlement.com. Nothing in this Notice alters the terms of the Agreement.

- Plaintiffs have alleged that officers assigned to the Metro Gang Strike Force seized property without complying with the procedures required under law, and have also asserted claims for violations of the U.S. Constitution and Civil Rights Act, negligence, assault, false imprisonment, conversion and conspiracy to convert, and liability based on respondeat superior.

- Defendants do not admit any wrongdoing or liability. The proposed settlement is a compromise of disputed claims and does not mean that Defendants are liable for the claims made in the lawsuit. The Court has not ruled on the merits of the Plaintiffs' claims or on the defenses asserted by the Defendants.

- The Settlement will provide Settlement Class Members with a streamlined process in which Class Members can submit any claim that they might have against the Defendants merely by completing a claim form with the assistance of Class Counsel and providing a sworn statement. The claim will then be decided by a Special Master. Under this procedure, a Settlement Class Member will not need to testify or hire his or her own attorney.

- In accordance with the Settlement a portion of the total settlement amount will be used to pay for Law Enforcement Training and Education, which will provide law enforcement personnel with training addressed to the types of conduct alleged in the Complaint.

- On ____________, 2010, the court certified a settlement class in this lawsuit and preliminarily approved a proposed settlement of the class action with the Defendants.

- This Notice and the lawsuit described in this Notice may affect your rights. You may be a member of the Settlement Class described in this Notice and you may be entitled to share in the benefits of the proposed class action settlement described in this Notice.

Summary of Your Rights and Choices:

If You Are a Member of the Settlement Class, Your Legal Rights Are Affected Even if You Do Not Act. Read This Notice Carefully.

You May:		**Deadline:**
Stay in the Settlement Class	You do not have to do anything to remain in the settlement class.	N/A
Stay in the Settlement Class and Participate in the Settlement	You are not eligible to receive any payment under this Settlement unless you remain in the Settlement Class and submit a timely claim under the Claims Resolution Process (as described more fully in the Settlement Agreement, available at www.mgsfsettlement.com).	Submitted by _______
Exclude Yourself from the Settlement Class	Opt out of the settlement class. You do not have to remain a member of the settlement class or participate in the Settlement. You can write and ask to be excluded from the settlement class by the deadline noted. If you exclude yourself, you will not be able to participate in the Settlement. If you do not exclude yourself, you will be bound by the court's decisions and you will not be able to sue the Defendants for claims arising out of encounters between members of the class and law enforcement officers assigned to the Metro Gang Strike Force or the Minnesota Gang Strike Force during the Class Period.	Postmarked by _______ (if sent by U.S. Mail) Received by _______(if not sent by U.S. Mail)
Object to the Proposed Settlement	You may object or comment on the Settlement. If you do not exclude yourself, you can	Received by _______

participate and speak in the lawsuit on your own or through your own lawyer. If you would like to object to the Settlement, you must do so in writing by the deadline noted. You can also ask to appear at the hearing where the court will consider the fairness of the Settlement. To appear at the hearing, you must write the settlement administrator and provide copies to the lawyers listed below by the deadline noted. If you engage your own counsel, you are responsible for those costs.

These rights and options – and the deadlines for each – are explained in this Notice.

BASIC INFORMATION

1. Why Did I Receive This Notice?

You received this Notice because you **may** be eligible for benefits that will be provided as part of the proposed settlement of a class action lawsuit brought in the United States District Court for the District of Minnesota (the "Court") against persons and entities named as defendants in the lawsuit (the "Defendants").

If you are a member of the proposed Class, the proposed settlement will affect your rights. You have choices to make before the Court decides whether or not to approve the Settlement.

This Notice explains:

- What the lawsuit and proposed settlement are about,
- Who is affected by the proposed settlement,
- What your legal rights and choices are,
- What the Settlement involves,
- What the benefits are and who is eligible to get them,
- How to participate in the Settlement,
- How to make a claim,
- Who will determine whether a claim is valid, and
- What information the Special Master will rely on to decide a claim.

2. Who Is in the Settlement Class?

The Court has certified a settlement class of the following persons who:

(a) have been stopped, questioned, arrested, charged, frisked, detained or searched (including but not limited to persons who have had property searched or seized), or whose dwelling was searched;

(b) by a peace officer or peace officers serving on or assisting the Metro Gang Strike Force or by a peace officer or peace officers serving on or assisting the Minnesota Gang Strike Force;

(c) in an incident where property was taken from one or more of the individuals stopped, questioned, arrested, detained or searched (or during a search and seizure of property belonging to one or more of such individuals); and

(d) the property was taken
   i. without a receipt or inventory itemization, or

   ii. without notification to the property owner of his or her right to contest the forfeiture.

Excluded from the Class are persons who commenced and settled individual lawsuits against one or more of the Defendants regarding claims encompassed in the definition of Released Claims.

If you are a Settlement Class Member, you need to decide whether to decline to participate in the Settlement.

3. Who are the Defendants in this Action?

Plaintiffs named the following individuals as Defendants in their Complaint and Amended Complaint:

- Metro Gang Strike Force,
- Ron Ryan, former Metro Gang Strike Force Commander,
- Doe Officers 1-34, individually and in their official capacities,
- Other Unknown Doe Officers,
- City of West St. Paul, a municipal corporation,
- Hennepin County, a direct political subdivision of the State,
- Dakota County, a direct political subdivision of the State,
- Ramsey County, a direct political subdivision of the State,
- City of St. Paul, a municipal corporation,
- City of Minneapolis, a municipal corporation,
- Washington County, a direct political subdivision of the State,
- City of Maplewood, a municipal corporation,
- City of Lino Lakes, a municipal corporation,
- City of Brooklyn Park, a municipal corporation,
- City of Richfield, a municipal corporation,
- Metropolitan Council,
- Metro Gang Strike Force Advisory Board,
- Manila ("Bud") Shaver, Chief of the West St. Paul Police Department,
- Ken Schilling, Inspector at the Hennepin County Sheriff's Office,

- Dave Bellows, Chief Deputy of the Dakota County Sheriff's Office,
- Bob Fletcher, Sheriff of the Ramsey County Sheriff's Office,
- John Harrington, Chief of the St. Paul Police Department,
- Rob Allen, Deputy Chief of the Minneapolis Police Department,
- Bill Hutton, Sheriff of the Washington County Sheriff's Office,
- Dave Thomalla, Chief of the Maplewood Police Department,
- Dave Pecchia, Chief of the Lino Lakes Police Department,
- Dave Indrehus, Chief of the Metro Transit Police Department,
- Michael Davis, Chief of the Brooklyn Park Police Department, and
- Barry Fritz, Captain of the Richfield Police Department.

4. What Is This Lawsuit About?

The entire Amended Complaint, explaining the claims in this lawsuit, is available at www.mgsfsettlement.com. This Notice contains only a summary of the claims.

This lawsuit relates to claims arising out of encounters between members of the Class and law enforcement officers assigned to the Metro Gang Strike Force and the Minnesota Gang Strike Force between November 10, 1997 and [DATE OF PRELIMINARY APPROVAL] (the "Class Period"). The Plaintiffs in this lawsuit, Zelaido Rivera Garcia, Maura Gonzalez Salinas, Adrian Ramirez-Cuevas, Camerina Cuevas Lopez, Kathleen Yankovic and John Yankovic, on behalf of themselves and others similarly situated (the "Plaintiffs"), seek to recover damages and to impose injunctive relief against Defendants under the U.S. Constitution and the Civil Rights Act, 42 U.S.C. § 1981, § 1983 *et seq*. and § 1985 ("CRA") (including but not limited to *Monell* claims). Plaintiffs also seek to recover monetary damages (including punitive damages, where available) for alleged negligence in the supervision and training of law enforcement employees, liability based on respondeat superior, civil tort conversion and conspiracy to convert, civil tort of assault, civil tort of false imprisonment, and violations of the Minnesota State Constitution. The Defendants have denied that they have engaged in any wrongdoing or that they are liable to the plaintiffs.

In plain terms, the representative Plaintiffs in this case have filed claims related to interactions they had with members of the Metro Gang Strike Force and/or the Minnesota Gang Strike Force between November 10, 1997 and [DATE OF PRELIMINARY APPROVAL] in which they feel their civil rights were violated. Specifically, Plaintiffs have alleged that officers assigned to the Metro Gang Strike Force and/or the Minnesota Gang Strike Force took Plaintiffs' property without following the procedures required under law. Some Plaintiffs have also made claims for violations of the U.S. Constitution and Civil Rights Act, negligence, assault, false imprisonment, conversion and conspiracy to convert, and liability based on respondeat superior. Defendants do not admit any wrongdoing or liability.

The Court in charge of this lawsuit is the United States District Court for the District of Minnesota. The name of the lawsuit is *Garcia v. Metro Gang Strike Force*, Case No. 09-CV-01996 (JNE/AJB). The judge is the Honorable Joan N. Ericksen.

5. Why Is This a Class Action?

In a class action lawsuit, one or more people called "class representatives" sue on behalf of people who have similar claims. The people together are a "class" or "class members." The Court has preliminarily determined that a settlement class provides for the fair and efficient resolution of this litigation.

6. Why Is There a Settlement?

The proposed settlement provides a method to resolve the claims made in the lawsuit that takes into consideration the best interests of all involved parties. The proposed settlement was the result of extensive, arms-length negotiations between Class Counsel and Defendants, and is based upon a thorough examination of the facts and law gained over the course of this litigation.

Defendants do not admit any wrongdoing or liability. The proposed settlement is a compromise of disputed claims and does not mean that Defendants are liable for the claims made in the lawsuit. If the Settlement is approved by the Court, Settlement Class Members will have the opportunity to participate in the Settlement and submit a claim under the Claim Resolution Process. Unless a Class Member chooses to opt out of the Settlement, they will not be able to sue Defendants based upon (a) encounters between members of the Class and law enforcement officers assigned to the Metro Gang Strike Force or Minnesota Gang Strike Force during the Class Period, (b) subjects referenced in Finding 8 of the report of the Office of the Legislative Auditor dated May 20, 2009, or (c) subjects referenced in the Report of the Metro Gang Strike Force Review Panel dated August 20, 2009. You can only sue Defendants based upon such encounters or subjects if you exclude yourself (opt out) from the Settlement Class.

BENEFITS OF THE SETTLEMENT
HOW TO PARTICIPATE IN THE SETTLEMENT

7. What Are the Benefits of the Settlement?

The Settlement will provide two essential benefits to Settlement Class Members: a Claims Resolution Process, and Law Enforcement Training and Education. Each are described more fully in the Settlement Agreement, available at www.mgsfsettlement.com .

Defendants have agreed to pay $3.0 million, excluding amounts paid for Attorneys Fees and Expenses by the Defendants. This amount will pay for awards of compensation made by a Special Master as part of a streamlined Claims Resolution Process (as well as notice and administrative costs, any special master fees, and fees paid to persons who will be representing Class Counsel in developing the Law Enforcement Training and Education component of the settlement, and possibly, an incremental award of Attorneys Fees if requested by Class Counsel and approved by the Court.) Members can submit any claim that they might have against the Defendants merely by completing a claim form and providing a sworn statement about the incident to the Special Master. Class Members do not need to hire their own attorney, as Class Counsel will represent Class Members. Additional benefits of the Class Resolution Process include that Class Members will not need to testify at a live hearing, or be subject to crossexamination. If you are a member of the Class and want to be eligible to receive compensation under the Class Resolution Process, all you are required to do is initiate a claim by submitting a claim form and sworn statement as fully described in the Settlement Agreement.

The portion of the $3.0 million that is not spent on any of the aforementioned categories will be spent on Law Enforcement Training and Education, which will provide law enforcement personnel with training addressed to the types of conduct alleged in the Complaint.

8. How Do I Participate in the Settlement?

Settlement Class Members do not have to do anything to participate in the Settlement. If you do not respond, your interests will be represented without cost to you by Class Counsel, and you will be bound by all orders and judgments entered by the Court.

If you want to receive monetary benefits that may be available under the Settlement, you may seek compensation from the Settlement Fund based on a claim that one or more of the Defendants is liable to the Class Member under one or more of the causes of action identified in the Complaint. The term "Claims Resolution Process" (as described more fully in the Agreement, available at www.mgsfsettlement.com) refers to the procedures for submitting such claims; and the method for determining whether the claimant is entitled to compensation; and, if so, the amount of money the claimant is entitled to receive as compensation. A Class Member is not eligible to receive any payment under this Settlement unless he or she submits a timely claim under the Claims Resolution Process.

9. How Do I Make a Claim?

The Claims Resolution Process has been streamlined for Class Members' ease and convenience. Class Members who would like to submit a claim for consideration must first complete and sign a claim form describing their encounter with a member of the Metro Gang Strike Force and/or the Minnesota Gang Strike Force. This form will be reviewed by Class Counsel who will assist the Class Member with identifying which legal claims they would like to submit for final review. The completed claim form will then be submitted to the Special Master for consideration and compensation determination. The Defendants have no part in the decision of allocation of settlement funds by the Special Master.

The Court approved claim form is available at www.mgsfsettlement.com. You may also obtain a claim form by contacting Class Counsel at 1-866-211-0079 or by email at MGSFSettlement@zimmreed.com. Class Counsel will assist you in completing pages 1 and 2 of the claim form. Page 3 of the claim form must be filled out by the Class Member and describe, in as much detail as possible, the Class Member's encounter with a member(s) of the Metro Gang Strike Force and/or the Minnesota Gang Strike Force. Class Members will be asked to provide, if possible, receipts and/or pictures of the property that is claimed to have been wrongfully taken by members of the Metro Gang Strike Force and/or the Minnesota Gang Strike Force.

The Claim Resolution Process is not an indefinite process. Class Members wanting to submit a claim for consideration by the Special Master must do so within fourteen (14) days after the Effective Date or by the Final Deadline to be published on the website at [website address]. Except for publication on the website, no further notice of the Final Deadline will be provided. A Class Member is not eligible to receive any payment under this Settlement unless he or she submits a timely claim form under the Claims Resolution Process. PLEASE NOTE: if you do not do anything you will NOT receive any monetary compensation but you will be waiving your rights to pursue any further claims against the Defendants.

10. Who Will Determine Whether My Claim Is Valid and What Compensation I Am Eligible to Receive?

If you make a claim, it will be up to the Special Master to decide whether your claim is valid, and, if your claim is valid, the amount of compensatory damages you should receive. The Special Master will be ______. If you are not satisfied with the result, you will have the right to appeal the decision to the United States District Court Judge Joan Ericksen.

11. What Information Will the Special Master Rely on to Decide My Claim?

The Special Master will have your sworn statement of the facts and any documentary evidence you choose to submit. The Defendants will also have an opportunity to submit sworn statements, documentary evidence and certain other written materials. If the Defendants make a submission, you will have the opportunity to review their statement and submit an additional sworn statement or additional documentary evidence.

12. What Relief Will I Be Eligible to Receive If I Make a Claim?

The Special Master can award compensatory damages, a return of property, or both. As a claimant, you will not be able to receive any punitive damages awards.

13. If I Make A Claim, Will I Definitely Receive an Award – Either Money or Property?

If you make a claim, it will be up to the Special Master to decide whether your claim is valid. There is no guarantee that you will receive an award.

IF YOU DO NOTHING – EFFECT OF REMAINING IN THE SETTLEMENT CLASS

14. What Happens If I Do Nothing and Stay in the Settlement Class? What Claims am I Giving Up?

If you do not opt out of the Settlement, then regardless of whether you submit a claim or obtain benefits under this Settlement, you will be releasing claims against Defendants and related persons (defined as "Released Persons" in the Agreement) as described more fully in the Agreement, available at www.mgsfsettlement.com).

"Released Persons" means the following:

Defendants, Ron Ryan, personally, individually and in his official capacity and in his capacity as Commander of the Metro Gang Strike Force and Minnesota Gang Strike Force; the Metro Gang Strike Force Advisory Board; Manila Shaver, Chief of the West St. Paul Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Ken Schilling, Inspector, Hennepin County Sheriff's Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Bellows, Chief Deputy of the Dakota County Sheriff's Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Robert Fletcher, Sheriff of Ramsey County, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; John Harrington, Chief of Police with the City of St. Paul, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Robert Allen, Deputy Chief, Minneapolis Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; William Hutton, Sheriff of Washington County, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Thomalla, Chief of the Maplewood Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Pecchia, Chief of the Lino Lakes Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; David Indrehus, Chief of the Metro Transit Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Michael Davis, Chief of Brooklyn Park Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Barry Fritz, Captain of the Richfield Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Tom Lauth, Chief of the North St. Paul Police Department, personally, individually and in his official capacity and in his capacity as a member of the Metro Gang Strike Force Advisory Board; Cari Gerlicher, Director of the Office of Special Investigations, personally, individually and in her official capacity; all persons or entities advising or providing legal representation to the Metro Gang Strike Force or Minnesota Gang Strike Force, its Advisory Boards, member officers, employees and all other persons associated with the Metro Gang Strike Force or Minnesota Gang Strike Force, individually and in their official capacity; the League of Minnesota Cities Insurance Trust; the Metro Gang Strike Force; the Minnesota Gang Strike Force; all employees, advisors, officers, supervisors, commanders and other persons assigned or working for or associated with the Metro Gang Strike Force or the Minnesota Gang Strike Force, personally and in their official and individual capacities; all members of the Metro Gang Strike Force and/or Minnesota Gang Strike Force Boards, Governing Boards and Advisory Boards and municipal members of the Metro Gang Strike Force and/or Minnesota Gang Strike Force including, but not limited to, the City of West St. Paul, Hennepin County, Dakota County, Ramsey County, City of St. Paul, Washington County, the City of Maplewood, the City of Lino Lakes, the City of Brooklyn Park, the City of Richfield, the City of North St. Paul, the Metropolitan Council, and the City of Minneapolis; the State of Minnesota, and its past and present employees, departments, including but not limited to the Minnesota Department of Corrections and the Minnesota Department of Public Safety, agencies, political subdivisions, divisions, joint ventures, and attorneys; Criminal Gang Council and the Gang and Drug Oversight Council and its membership, participating officers and coordinators; task forces, joint powers, entities and members thereof; and for each above entity, department, Board, municipality or organization, their past, present and future officers, directors, officials, attorneys, employees, principals, police chief, police officers, agents, Board members, representatives, insurers, administrators, executors, advisors, successors and assigns and all other persons or entities.

By way of summary only, you will be releasing all claims (defined as "Released Claims" and described more fully in the Settlement Agreement, available at www.mgsfsettlement.com) that fall into one or more of any of the following categories:

(a) claims that were or could have been asserted in any complaint in the Action,

(b) claims related to the Metro Gang Strike Force or other persons acting on behalf of the Metro Gang Strike Force,

(c) claims related to the Minnesota Gang Strike Force or other persons acting on behalf of the Minnesota Gang Strike Force,

(d) claims related to any of the subjects referenced in the report on the Metro Gang Strike Force issued by the Office of the Legislative Auditor for the State of Minnesota dated May 20, 2009,

(e) claims related to any of the subjects referenced in the Report of the Metro Gang Strike Force Review Panel dated August 20, 2009, or

(f) claims that assert fraud in the inducement of this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

15. What MUST I Do If I Do NOT Want to be in the Settlement Class?

If you do not want to participate in the Settlement, you must send written notice of your individual intent to opt out to the address set forth below so that it is received by _____. If you send such an opt out notice, you will not be entitled to receive any monetary benefit that may be available under the proposed settlement. To opt out, you must send a written notice stating, "I request to be excluded from the Settlement. I understand that this exclusion means that I will not be entitled to receive any benefit that may be available under the proposed settlement." Your written notice also must contain your name, current address, and must be signed and dated by you (or a parent or guardian, if a minor). Failure to comply with any of these requirements may result in your written notice being declared invalid. SEND YOUR WRITTEN NOTICE TO THE FOLLOWING ADDRESS:

Garcia v. Metro Gang Strike Force Settlement
Claims Administrator
Attn:
123 Claims Administrator Road
Minneapolis, MN 55402

Your written notice to opt out must be postmarked no later than __________ . If not sent by U.S. Mail, your written notice to opt out must be received by ____. Your written notice to opt out must be filed in an individual capacity, not by any representative (unless you are a minor).

If you want to remain a member of the Settlement Class, and possibly receive compensation through the Claims Resolution Process under the Settlement, you should NOT request exclusion.

COMMENTING ON THE SETTLEMENT/FAIRNESS HEARING

16. Can I Object to or Comment on the Settlement?

The Settlement must be approved by the Court. If you do not opt out of the Settlement, you may file a written objection by ____________, to any aspect of the proposed settlement or the amount of attorneys' fees, but you will be bound by the orders and judgments entered in this case, even if the Court does not agree with your objections. Each written objection should include (i) a statement of your objection(s), as well as the specific reasons you have for each objection, including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection(s), and (ii) your name, current address and telephone number.

Objections must be sent to each of the following addresses:

Clerk of the Court United States Courthouse 300 South Fourth Street, Suite 202 Minneapolis, MN 55415	Zimmerman Reed, P.L.L.P. Attn: Robert R. Hopper 651 Nicollet Mall, Suite 501 Minneapolis, MN 55402	Jardine, Logan & O'Brien Attn: Joseph Flynn 8519 Eagle Point Blvd., Suite 100 Lake Elmo, MN 55042

	Plaintiffs' Lead Counsel	Defendants' Lead Counsel

Your written objection(s) must be received no later than _________. If you file and serve a timely written objection, you may appear at the Fairness Hearing, either in person or through an attorney retained and paid by you. If you or your attorney intends to appear at the Fairness Hearing, you or your attorney must file a notice of intention to appear with the Clerk of the Court by ___________, with copies received by the Plaintiffs' Counsel and the Defendants' Counsel, at the addresses provided above.

17. What Is the Difference between Objecting to the Settlement and Excluding Myself from the Settlement Class?

An objection to the Settlement is made when you wish to remain a Settlement Class Member and be subject to the Settlement, but disagree with some aspect of it. By contrast, an exclusion means that you are no longer a Settlement Class Member and you lose any right to object to the Settlement because the case no longer affects you.

18. What Is the "Fairness Hearing"?

The Settlement will not become final unless and until the Court finds that it is fair, reasonable and adequate and approves it. The Court will hold a hearing (known as a "Fairness Hearing") to assist it in making this determination.

19. When and Where Will the Fairness Hearing Take Place?

The Fairness Hearing will take place on _______, 2010, to consider (1) whether a settlement class can be certified; (2) whether to approve the proposed settlement as fair, reasonable, and adequate; and (3) whether the method of notice to the proposed settlement class is the best notice that is practicable under the circumstances. The Hearing will take place in the courtroom of the Honorable Joan N. Ericksen, United States District Judge, at __:00 a/p.m.

THE LAWYERS REPRESENTING YOU

20. Do I Have a Lawyer Representing My Interests in This Case?

The Court has designated the following counsel to represent the settlement class for the purposes of settlement of this lawsuit:

Robert R. Hopper David M. Cialkowski ZIMMERMAN REED, P.L.L.P. 651 Nicollet Mall, Suite 501 Minneapolis, MN 55402	Phillip F. Fishman FISHMAN, BINSFELD & BAHMEIER, P.A. 8011 34th Ave. S., Suite 245 Bloomington, MN 55425	Alex Alvarez THE ALVAREZ LAW FIRM 355 Palermo Ave. Coral Gables, FL 33134

You will not be charged for the services of these or any other counsel representing the settlement class in this Action. You have the right to retain your own attorney and to enter an appearance through counsel in this matter, but if you do, you will be responsible for paying your own attorneys' fees and expenses.

21. How Will the Lawyers and Class Representatives be Compensated?

Class Counsel will apply to the Court for an award of attorneys' fees and costs on behalf of the counsel who have represented the Plaintiffs in this class action. Most of the fees and costs sought by Class Counsel will be paid by the Defendants and will not reduce any recovery to the Settlement Class Members. Under certain circumstances described in the Agreement, Class Counsel may make a request to the Court for an additional award of attorneys' fees and costs, in an amount no greater than one hundred thousand dollars, to be paid from the Settlement Fund. Additional details are available in the Settlement Agreement, which can be found at the website at www.mgsfsettlement.com.

GETTING MORE INFORMATION

22. Are More Details about the Settlement and My Rights under the Settlement Available?

This Notice summarizes the Settlement and your rights under the Settlement. It cannot tell you every right to which you may be entitled. More details about the terms of the Settlement are set forth in the Settlement Agreement. If you have questions or want to know more about the Settlement, you can check the website at www.mgsfsettlement.com. The website has a copy of the complete Settlement Agreement and other important documents and will be maintained to provide answers to frequently asked questions.

23. What If I Have a Question?

To obtain further information or advice about your legal rights, you may contact Class Counsel without charge at 1-866-211-0079 or by email at MGSFSettlement@zimmreed.com, consult a lawyer at your own expense, or visit the website located at www.mgstsettlement.com.

PLEASE DO NOT CALL THE COURT, THE CLERK OF COURT, OR THE DEFENDANTS.

This ___ day of ___________, 2010.

____
Judge Joan N. Ericksen
United States District Judge

Exhibit 3

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

PUBLICATION NOTICE OF
PROPOSED CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS
For *GARCIA v. METRO GANG STRIKE FORCE*
Case No. 09-CV-01996 (JNE/AJB)

If you had an encounter with the Metro Gang Strike Force or the Minnesota Gang Strike Force in an incident that involved the seizure of property, you may be a member of the class in a class action lawsuit that is being settled.

A lawsuit involving the Metro Gang Strike Force has been preliminarily certified as a class action, and a proposed settlement has been preliminarily approved. In this lawsuit, Plaintiffs have alleged that officers assigned to the Metro Gang Strike Force seized property without complying with the procedures required under law, and have also asserted claims for violations of the U.S. Constitution and Civil Rights Act, negligence, assault, false imprisonment, conversion and conspiracy to convert, and liability based on respondeat superior. The Defendants have denied liability, and the settlement is not an admission of wrongdoing.

A hearing will be held before the Honorable Joan N. Ericksen in the United States District Court for the District of Minnesota, at _______a/p.m., on __________, 2010 to determine (1) whether a settlement class can be certified; (2) whether to approve the proposed settlement as fair, reasonable, and adequate; and (3) whether the method of notice to the proposed settlement class is the best notice that is practicable under the circumstances.

If you had an encounter with the Metro Gang Strike Force or the Minnesota Gang Strike Force in an incident that involved the seizure of property, you may be a member of the class. IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. A more complete explanation of the lawsuit, the definition of the class and the terms of the settlement can be found in the full Notice of Proposed Class Action Settlement and Release of Claims (the "Notice"). You may obtain a copy of the Notice at [website address] or by contacting the following attorneys who represent the Class:

Robert R. Hopper David M. Cialkowski ZIMMERMAN REED, P.L.L.P. 651 Nicollet Mall, Suite 501 Minneapolis, MN 55402	Phillip F. Fishman FISHMAN, BINSFELD & BAHMEIER, P.A. 8011 34th Ave. S., Suite 245 Bloomington, MN 55425	Alex Alvarez THE ALVAREZ LAW FIRM 355 Palermo Ave. Coral Gables, FL 33134

Members of the Class do not have to do anything to remain in the settlement. Class Members who remain in the Settlement can seek an award of compensation for any violation of their rights by the Metro Gang Strike Force or Minnesota Gang Strike Force, without the need to testify or to hire separate counsel. Class Members who remain in the settlement and wish to seek an award of compensation will have a deadline by which that submission must be made. Please contact Class Counsel for further details regarding the compensation process.

Class Members who want to exclude themselves from the Class must send a notice to opt out, as described in the full Notice, postmarked on or before ______(or received by that date if not sent by U.S. Mail). The deadline for submitting an objection to the Settlement is the same. Additional details regarding the notice to opt out or object to the settlement are found in the Notice. Class Members who do not send a notice to opt out of the settlement will be considered participating by default and will waive any rights to bring future claims against the Defendants regarding this matter.

Further information may be obtained by contacting Class Counsel by phone at 1-866-211-0079, by email at MGSFSettlement@zimmreed.com, by visiting the settlement website at www.mgsfsettlement.com or by mail at the address indicated above.

By Order of the Court

Exhibit 4

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ZELAIDO RIVERA GARCIA, MAURA GONZALES SALINAS, ADRIAN RAMIREZ-CUEVAS, CAMERINA CUEVAS LOPEZ,

Plaintiffs,

v.

METRO GANG STRIKE FORCE, RON RYAN, former Metro Gang Strike Force Commander, DOE OFFICERS 1-34, individually and in their official capacities, OTHER UNKNOWN DOE OFFICERS, CITY OF WEST ST. PAUL, a municipal corporation, HENNEPIN COUNTY, a direct political subdivision of the State, DAKOTA COUNTY, a direct political subdivision of the State, RAMSEY COUNTY, a direct political subdivision of the State, CITY OF ST. PAUL, a municipal corporation, CITY OF MINNEAPOLIS, a municipal corporation, WASHINGTON COUNTY, a direct political subdivision of the State, CITY OF MAPLEWOOD, a municipal corporation, CITY OF LINO LAKES, a municipal corporation, CITY OF BROOKLYN PARK, a municipal corporation, CITY OF RICHFIELD, a municipal corporation, METROPOLITAN COUNCIL, METRO GANG STRIKE FORCE ADVISORY BOARD, MANILA ("BUD") SHAVER, Chief of the West St. Paul Police Department, KEN SCHILLING, Inspector at the Hennepin County Sheriff's Office, DAVE BELLOWS, Chief Deputy of the Dakota County Sheriff's Office, BOB FLETCHER, Sheriff of the Ramsey County Sheriff's Office, JOHN HARRINGTON, Chief of the St. Paul Police Department, ROB ALLEN, Deputy Chief of the Minneapolis Police Department, BILL HUTTON, Sheriff of the Washington County Sheriff's Office, DAVE THOMALLA, Chief of the Maplewood Police Department, DAVE PECCHIA, Chief of the Lino Lakes Police Department, DAVE INDREHUS, Chief

Case No. 09-CV-01996 (JNE/AJB)

SETTLEMENT ORDER AND FINAL JUDGMENT

of the Metro Transit Police Department, MICHAEL DAVIS, Chief of the Brooklyn Park Police Department, BARRY FRITZ, Captain of the Richfield Police Department,

Defendants.

This action was heard on __________________, before the undersigned, pursuant to the Order Preliminarily Approving Settlement and Approving Notice to Class Members (the "Preliminary Approval Order") entered on _____________________, for the purpose of determining: (i) whether a settlement class could be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (ii) whether the proposed settlement (the "Settlement") on the terms and conditions set forth in the Settlement Agreement previously submitted to the Court, should be approved as fair, reasonable and adequate; and (iii) whether the method of notice was the best notice that was practicable under the circumstances pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure.

Having conducted the analysis required by the statute, the Court finds and concludes, for purposes of settlement only, that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied; that a settlement class should be certified; that the Settlement is fair, adequate, and reasonable; and that notice was proved in accordance with Rule 23(c)(2).

Having considered the record in this action, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The "Definitions" section of the Settlement Agreement is incorporated herein by reference. All capitalized terms used in this Order have the meaning set forth in the Settlement Agreement unless otherwise expressly indicated.

2. This action is maintainable as a class action for settlement purposes only on behalf of a class ("the Settlement Class") consisting of all persons who:

(a) have been stopped, questioned, arrested, charged, frisked, detained or searched (including but not limited to persons who have had property searched or seized), or whose dwelling was searched;

(b) by a peace officer or peace officers serving on or assisting the MGSF or by a peace officer or peace officers serving on or assisting the Minnesota Gang Strike Force;

(c) in an incident where property was taken from one or more of the individuals stopped, questioned, arrested, detained or searched (or during a search and seizure of property belonging to one or more of such individuals); and

(d) the property was taken

i. without a receipt or inventory itemization, or

ii. without notification to the property owner of his or her right to contest the forfeiture.

The Settlement Class includes, but is not limited to, the persons whose property was taken in connection with one of the 202 incidents referenced in Finding 8 of the report of the Office of the Legislative Auditor dated May 20, 2009.

The Settlement Class does not include persons who commenced and settled individual lawsuits against one or more of the Released Parties regarding claims encompassed in the definition of Released Claims.

3. For settlement purposes only, the Court finds that the prerequisites of Rule 23(a) and (b)(3) are satisfied and hereby certifies the foregoing defined Settlement Class pursuant to Rule 23(b)(3).

4. The prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied by the Settlement Class, in that: (1) The number of

class members comprising the Settlement Class is so numerous that joinder of all members is impracticable. Settlement Class includes, but is not limited to, the persons whose property was taken in connection with one of the 202 incidents referenced in Finding 8 of the Report of the Office of the Legislative Auditor dated May 20, 2009. (2) There are questions of law or fact common to the Settlement Class, including (a) whether Defendants were required to provide receipts of seized property, (b) whether Defendants were required to provide notices of the right to contest the forfeiture of property, (c) whether Defendants repeatedly failed to provide receipts of seized property, (d) whether Defendants repeatedly failed to provide notice of the right to contest the forfeitures as required by Minnesota law (Minn. Stat. § 609.5314), (e) whether Defendants acted under color of law when improperly seizing property, (f) whether Defendants failed to create records of seized property and incidents leading to the seizure of property, and (g) whether Defendants failed to properly maintain records of seized property and incidents leading to the seizure of property. (3) The claims or defenses of the proposed Class Representatives are typical of the claims or defenses of the other members of the Settlement Class. (4) The proposed Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class. (5) The questions of law and fact common to the Settlement Class members predominate over any questions affecting only individual Settlement Class members. (6) Class action treatment is superior to other available methods for the fair and efficient resolution of this controversy. The Court also notes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

5. In making its findings, the Court has been provided copies of (1) the Report on the Metro Gang Strike Force issued by the Office of the Legislative Auditor for the State of

Minnesota on or about May 20, 2009 and (2) the Report of the Metro Gang Strike Force Review Panel issued on or about August 20, 2009.

6. The Court finds that counsel for the Plaintiffs, Zimmerman Reed, P.L.L.P., Fishman, Binsfeld & Bahmeier, P.A. and the Alvarez Law Firm, are competent to serve as Class Counsel and will fairly and adequately represent the interests of the class.

7. Based on the submissions provided to the Court, the Court finds that notice has been given to the class pursuant to the Preliminary Approval Order, and that the mailing and publication of the Notice of Proposed Class Action Settlement and Release of Claims (the "Notice") in accordance with the methodology adopted pursuant to this Settlement (a) was the best notice that was practicable to members of the Settlement Class; (b) was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, certification of the Settlement Class, the proposed Settlement, the rights of Class Members to object to the Settlement and the application of Plaintiffs' counsel for payment of their attorneys' fees and reimbursement of their litigation expenses, and to request exclusion from the Settlement Class; (c) was reasonable and satisfied the requirements of due process by providing due, adequate, and sufficient notice to all persons and entities entitled to receive notice; (d) clearly and concisely stated in plain, easily understood language: (i) the nature of the action, (ii) the definition of the class certified, (iii) the class claims, issues or defenses, (iv) that a class member may enter an appearance through an attorney if the member so desires, (v) that the court will exclude from the class any member who requests exclusion, (vi) the time and manner for requesting exclusion, and (vii) the binding effect of a class judgment on members under Rule 23(c)(3) of the Federal Rules of Civil Procedure; and (e) met all applicable requirements of law

including, but not limited to, Rule 23(c) and the Due Process Clause of the Fifth Amendment to the United States Constitution.

8. Based on the submissions provided to the Court, the Court finds that Defendants have satisfied 28 U.S.C. § 1715(b) by, within 10 days after filing the Settlement with the Court, serving upon the appropriate State official of each state in which a class member resides and the appropriate Federal official the Notice required under the statute.

9. The terms of the Settlement, as set forth in the Settlement Agreement, are hereby determined to be fair, reasonable, and adequate. Accordingly, said Agreement, including each of its respective terms and conditions, is hereby finally approved.

10. The Court hereby enters judgment fully and finally dismissing and terminating all claims with prejudice, on the merits, against Defendants.

11. The Settling Class Members, those persons bound by the Settlement Agreement and subject to this Settlement Order and Final Judgment, consist of all persons included within the Settlement Class [IF APPLICABLE: except for those persons, listed in Exhibit __, who filed a timely request for exclusion from the Settlement Class.]

12. Pending the Effective Date, neither the Plaintiffs, nor any Settling Class Member, either directly, representatively, or in any other capacity, shall prosecute any action or proceeding in any court, tribunal or other forum asserting any of the Released Claims against the Released Parties.

13. As of the Effective Date:

(a) Each Settling Class Member is deemed to have released and forever discharged the Released Parties from any and all Released Claims.

(b) The Released Parties are not, and in the future shall not be, subject to liability or expense of any kind to Settling Class Members with respect to any of the Released Claims. The provisions of the Agreement shall be the exclusive remedy of all Settling Class Members against the Released Parties.

(c) Each Settling Class Member is forever barred from asserting any of the Released Claims against any of the Released Parties.

(d) Each Settling Class Member is deemed to have covenanted and agreed (a) that he or she will forever refrain from instituting, maintaining or proceeding against any Released Party on any Released Claim, including Released Claims known and not now known, suspected, or claimed, that they have or hereafter may have against the Released Parties; and (b) that he or she release the Released Parties from each and every such Released Claim.

14. As of the Effective Date, Settling Class Members are permanently enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, seeking to certify a class in a separate class of persons, as a purported class action (including by seeking to amend a pending complaint to include class allegations), or receiving any benefits or other relief from any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in or underlying this action which qualify them as Class Members.

15. As of the Effective Date, all Settling Class Members are forever barred and permanently enjoined from filing, commencing or prosecuting any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction), if such other lawsuit is based on or relates to the claims and causes of action, or the facts and circumstances relating thereto, in this action and/or the Released Claims.

16. Attorneys' fees are awarded as set forth in a separate order entered on this date.

17. Defendants have denied liability in this matter, and this Settlement does not constitute an admission of liability or wrongdoing. Neither this Final Judgment, the Settlement Agreement, the fact of settlement, the settlement proceedings, settlement negotiations, nor any related document, shall be used as an admission of any act or omission by Defendants or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendants in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

18. Defendants shall have no responsibility for and shall have no liability whatsoever with respect to the allocation among Class Counsel and/or any other person who may assert a claim thereto, of any attorneys' fees or expenses that the Court may award.

19. The parties are hereby authorized without further approval from the Court to adopt such amendments or modifications of the Settlement and all exhibits thereto as shall be consistent in all respects with this Settlement Order and Final Judgment and do not limit the rights of members in the Settlement Class.

20. The Court retains jurisdiction over this Settlement to the extent necessary to implement, effectuate and administer this Settlement and this Settlement Order and Final Judgment, including, but not limited to, any issues arising from the Court's award of attorneys' fees.

This ___ day of ___________, 2010.

____
Judge Joan N. Ericksen
United States District Judge

Exhibit 5

ESCROW AGREEMENT

ESCROW AGREEMENT (**"Escrow Agreement"**), dated as of ____________ (**"Effective Date"**), by and among, **Class Counsel** (as defined below), _________________, **Defendants** (as defined below), **("Defendants"),** and U.S. Bank National Association, as Escrow Agent (**"U.S. Bank"**, or the **"Escrow Agent"**).

WHEREAS:

A. Class Counsel and Defendants are litigants in an action styled ________________________ (the "**Action**"). The action is currently pending in the United States District Court, District of Minnesota, (the "**Court**").

B. The Court has appointed the following individuals as Class Counsel in this Action, and they are referred to herein as "**Class Counsel**." All agreements made herein by Class Counsel are made on behalf of all indivuduals consolidated under the Action.

Robert R. Hopper
David M. Cialkowski
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402

Phillip F. Fishman
FISHMAN, BINSFELD & BAHMEIER, P.A.
8011 34th Ave. S., Ste. #245
Bloomington, MN 55425

Alex Alvarez
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134

C. Class Counsel, on behalf of all individuals consolidated under the Action, and Defendants have entered into a Settlement Agreement, last executed and filed with the Court on ___________________, as may be modified by any subsequent order of the Court or agreement among the parties and approved by the Court (the "**Agreement**");

D. Pursuant to the Agreement, on or before ____________, Defendants are required to deposit 3 million dollars ($3,000,000.00) (**"Required Amount")** into a Settlement Account ***[describe details of deposit obligation];***

E. The parties intend that any income tax payable in respect of any earnings on the Settlement Consideration and any fees or expenses of the Escrow Agent (or Tax Administrator as provided in paragraph 6.5 below) be paid as provided herein;

F. The parties have agreed that the purposes of the Agreement will be satisfied by the deposit of the Required Amount in a Settlement Account to be held in escrow by Escrow Agent pursuant to the provisions of this Escrow Agreement, pending the occurrence of the Settlement Effective Date or such earlier termination of the Settlement Account all as more fully set forth in the Agreement;

G. The parties have agreed that U.S. Bank will serve as the Escrow Agent for the Settlement Consideration; and

H. The parties desire to have the Escrow Agent accept, hold and distribute such funds deposited with the Escrow Agent, and the Escrow Agent has agreed to accept, hold and distribute such funds deposited with the Escrow Agent, in accordance with the terms, provisions, covenants and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals and Definitions. The foregoing recitals are true and correct and are incorporated herein as if set forth at length. All references to specific defined terms not defined herein shall bear the same meaning and definition as set forth in the Agreement.

2. Establishment of Escrow. The parties acknowledge and agree that the following are specifically contemplated by the Agreement: (i) the appointment of the Escrow Agent as provided herein; (ii) payment of income tax arising in respect of earnings on the Settlement Consideration as provided herein; or (iii) any payment of fees or expenses of the Escrow Agent or Tax Administrator as provided herein.

3. Appointment of and Acceptance by the Escrow Agent. The parties hereby appoint U.S. Bank to serve as the Escrow Agent hereunder, and the Escrow Agent hereby accepts such appointment.

4. Settlement Account and Escrow Funds. Upon execution of this Escrow Agreement, the Escrow Agent shall immediately establish an account at U.S. Bank entitled "__________________ Settlement Account" into which Defendants shall deposit the Required Amount amounts in immediately available funds for disbursement in accordance with the terms of this Escrow Agreement, which account is the **"Settlement Account"** referred to in the Agreement and will be referred to as such herein. The Required Amount deposited in the Settlement Account, together with all interest earned thereon are the **"Settlement Consideration"** referred to in the Agreement and will be referred to as such herein. The Escrow Agent, immediately upon receipt, shall acknowledge receipt of the Required Amount to the parties in writing.

5. Investment of Settlement Consideration.

5.1 Investment. The Escrow Agent is authorized and directed to invest and reinvest the Settlement Consideration, to the extent practicable, as directed in writing by Class Counsel in one or more of the following: (a) debt obligations issued or guaranteed by the United States government or one of its agencies or instrumentalities, (b) money market funds primarily invested in or collateralized by the securities listed in clause (a) above, including funds to which the Escrow Agent or its affiliate may provide any services, and (c) U.S. dollar denominated deposit accounts with a national banking association (including Escrow Agent and its affiliates) which has a rating on its short- term deposits of "A-l+" by S&P and "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); provided further that the Escrow Agent will not be directed to invest in investments that the Escrow Agent in its sole reasonable discretion exercised in good faith determines are not administratively or operationally feasible consistent with the Escrow Agent's normal business practices (the "**Permitted**

Investments”). In the absence of any written direction, the Settlement Consideration shall be invested as set forth on Exhibit B attached hereto and made a part hereof. Any amounts not reinvested in the Permitted Investments shall be held as cash within the Settlement Account. All interest and earnings of the Settlement Account shall be retained for the benefit of the Settlement Account. All such interest and earnings shall be reported, for tax purposes, under a tax identification number to be obtained by the Escrow Agent for the Settlement Account, which shall not be deemed to constitute Defendants’s income. The Trustee is authorized and directed to sell such investments as may be required to make any payment due under this Escrow Agreement.

5.2 Statements. The Escrow Agent shall, on a monthly basis, furnish to the parties a statement of the balance of the amounts on deposit in the Settlement Account as of the last “Business Day” (as hereinafter defined) of each month and the amount of interest or income that has accrued on the Settlement Consideration as of such date. For the purposes hereof, “Business Day” shall mean a day other than a Saturday, Sunday or other day on which commercial banks in the United States are authorized or required by law to close.

6. Disbursements of Escrow Funds.

6.1 Instruction. The Escrow Agent shall hold, maintain, and administer the Settlement Account for the benefit of the Settlement Account and shall permit the disbursement thereof solely pursuant to an order or other written instruction issued by the Court, or as otherwise authorized herein or the Agreement. It is recognized and agreed that the Court may order, or the parties may jointly agree, that the Escrow Agent transfer funds into a separate sub-account which may be established solely for the purposes of satisfying the provisions of the Agreement.

6.2 Withdrawal. Escrow Agent shall disburse Escrow Funds from time to time, upon receipt of, and in accordance with, a Written Direction. **“Written Direction**" shall mean a written direction executed by one or more Class Counsel (with supporting Court Order) directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking an action pursuant to this Escrow Agreement. Such Written Direction shall contain wiring instructions or an address to which a check shall be sent.

6.3 Qualified Settlement Account. The parties agree that the Settlement Account meets the requirements of a Qualified Settlement Fund under 26 CFR §§ 1.468B and 1.468B-l (c) and shall be treated accordingly for tax purposes. The parties agree that the Escrow Agent shall be appointed as the administrator of the Settlement Account for tax purposes or, if the Escrow Agent is unable or unwilling to serve as the administrator for tax purposes, it may select an independent certified public accounting firm of its choice, subject to approval by the parties which will not be unreasonably withheld (the “**Tax Administrator**”) to serve as administrator for tax purposes. In the event the Escrow Agent fails or refuses to select the Tax Administrator, the parties may jointly agree on the Tax Administrator, or the Tax Administrator shall be appointed by the Court.

6.4 Tax Administrator Responsibilities. The parties agree that the Tax Administrator or the Escrow Agent shall (i) obtain the federal and state taxpayer identification numbers for the Settlement Account and provide same to the Escrow Agent, (ii) be responsible for all tax reporting and filing requirements for the Settlement Account, (iii) provide instructions, in accordance with the notice provisions of paragraph 11.6 of this Escrow Agreement, to the parties for the release of sufficient funds from the Settlement Account to pay all taxes owed by the Settlement Account in accordance with 26 CFR § 1.468B-2 and any applicable state tax laws, and (iv) send copies of all such tax filings and returns to the parties in accordance with the notice provisions of paragraph 11.6 of this Escrow Agreement

6.5 Tax Administrator Fees. The parties agree that any reasonable and necessary fees and expenses of the Tax Administrator may be paid from the Settlement Account, including without limitation fees and expenses of attorneys and accountants. The Tax Administrator may charge or otherwise recoup its fees and expenses as Tax Administrator in the same manner as set forth below in paragraphs 7.4 and 7.5 for the Escrow Agent's Fees and Expenses.

7. Concerning the Escrow Agent.

7.1 Scope of Understanding. Other than as set forth in this Escrow Agreement, the Escrow Agent has no interest in the Settlement Consideration, but is serving as a stakeholder only and shall not be required to take any action with respect to any matters that may arise in connection with this Escrow Agreement, other than to receive, hold, pay interest earned as set forth in paragraph 5.1 hereof and make delivery of the Settlement Consideration as herein expressly provided or by reason of a judgment or court order. The Escrow Agent shall not be responsible for the performance of the parties' obligations under this Escrow Agreement or for the performance of the parties' obligations under the terms and provisions of the Agreement.

The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied, and the Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement, settlement or Agreement. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the parties hereto. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits).

7.2 Knowledge and Sufficiency of Documents. The Escrow Agent shall not be bound by or have any responsibility with respect to compliance with any agreements between any parties herein, including, but not limited to, the Agreement, irrespective of whether the Escrow Agent has knowledge of the existence of any such agreement or the terms and provisions thereof. The Escrow Agent's only duty, liability, and responsibility shall be to receive, hold, invest in accordance with the terms of the Agreement, pay interest earned as set forth in paragraph 5.1 hereof and deliver the Settlement Consideration as herein provided. The Escrow Agent shall not be required in any way to determine the validity or sufficiency, whether in form or in substance, of the Settlement Consideration or the validity, sufficiency, genuineness or accuracy of any instrument, document, certificate, statement or notice referred to in this Escrow Agreement or contemplated hereby, including, but not limited to, the Agreement, the parties' mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or negligence.

7.3 Consultation with Legal Counsel. The Escrow Agent may consult with its in-house counsel, or as reasonably necessary, with other counsel satisfactory to the Escrow Agent with respect to questions relating to its duties and/or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent upon the advice of such counsel, provided that Escrow Agent does not commit gross negligence or willful misconduct. The Escrow Agent may act through its directors, officers, affiliates, agents, representatives, attorneys and employees so long as they are not affiliated with any of the parties.

7.4 Reimbursement of Fees and Expenses of the Escrow Agent. In consideration of its acting as the Escrow Agent under and pursuant to this Agreement, the Escrow Agent shall be entitled to reasonable fees, expenses and costs for its services performed hereunder, in accordance with Exhibit A attached to and incorporated into this Agreement. Such fees and expenses shall be chargeable to, and the Escrow Agent may deduct such fees and expenses from, the Settlement Account; except that Escrow

Agent shall give the parties ten (10) days' advance written notice of its intention to deduct any fees or expenses from the Escrow Account. Notwithstanding anything to the contrary and subject to Section 7.5 herein, the Escrow Agent's costs shall include without limitation costs to indemnify and hold it harmless against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation, reasonable attorneys' fees and disbursements that may be imposed on the Escrow Agent or incurred by the Escrow Agent in connection with the performance of its duties under this Escrow Agreement

7.5 Dispute Resolution for Fees and Expenses. Any dispute regarding the reasonableness of costs, expenses or fees provided for in subparagraphs 6.5 and 7.4 shall be determined by the Court.

7.6 Indemnification of Escrow Agent. Class Counsel agree jointly and severally to indemnify and hold the Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation, reasonable attorneys' fees and disbursements that may be imposed on the Escrow Agent or incurred by the Escrow Agent in connection with the performance of its duties under this Escrow Agreement (**"Losses"**), including but not limited to any litigation arising from this Escrow Agreement or involving its subject matter; provided that there shall be no obligation to indemnify or hold the Escrow Agent harmless against any Losses arising from the any gross negligence or willful misconduct of Escrow Agent.

8. Removal or Resignation of the Escrow Agent. The Escrow Agent may resign at any time, for any reason, by written notice of its resignation given by the Escrow Agent to the Defendants and Class Counsel at least thirty (30) days before the effective date specified for such resignation. The Escrow Agent may be removed by the Court or by written agreement of Defendants and Class Counsel at any time for any reason by written notice given to the Escrow Agent at least thirty (30) days before the effective date specified for such removal. Upon the effective date of such resignation or removal:

(i) All funds in the Settlement Account shall be delivered by the Escrow Agent to such successor escrow agent as may be designated by the Court or otherwise designated by mutual written agreement of Defendants and Class Counsel, whereupon the Escrow Agent's obligations hereunder shall cease and terminate;

(ii) If no such successor escrow agent has been designated by such date, all obligations of the Escrow Agent hereunder shall, nevertheless, cease and terminate, and the Escrow Agent's sole responsibility thereafter shall be to keep all funds in the Settlement Account and to deliver the same to a person designated by the Court or otherwise designated by mutual written agreement of Defendants and Class Counsel; and

(iii) Further, if no such successor escrow agent has been designated by such date, the Escrow Agent may petition the Court for the appointment of a successor escrow agent and the Escrow Agent may deliver to the Court all funds in the Settlement Account.

9. Dealings. The Escrow Agent and its "Affiliates" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) may, without having to account therefor to any other party hereto, accept deposits from, extend credit (on a secured or unsecured basis) to and generally engage in any kind of banking, trust or other business with any such party or any of its Affiliates as if it were not acting as the Escrow Agent. Other than as set forth in this Escrow Agreement, the Escrow Agent and/or the Escrow Agent's Affiliates shall have no right of set-off or recoupment against the Escrow Funds in connection with any loan or other business transaction with any other party hereto.

10. Representations, Warranties and Additional Agreements.

10.1 Defendants. Defendants represent and warrant to Escrow Agent that it is duly organized, validly existing, and in good standing and has full power and authority to execute and deliver this Escrow Agreement and to perform Defendants' obligations hereunder; this Escrow Agreement has been duly approved by all necessary action of Defendants, has been executed by duly authorized agents of Defendants, and constitutes a valid and binding agreement of Defendants, enforceable in accordance with its terms; no party other than the other parties have, or shall have, any lien, claim or security interest in the Settlement Consideration or any part thereof; and the representations and warranties of Defendants contained herein are true and complete as of the date hereof and shall be true and complete at the time of any disbursement of the Settlement Consideration.

10.2 Additional Agreements.

(a) Class Counsel and Defendants agree that neither party shall have any greater interest or rights to the Settlement Consideration than as granted by the terms of the Agreement and herein.

(b) Until the Settlement Consideration is released pursuant to the terms of this Escrow Agreement, the Settlement Consideration shall not be an asset of any party to this Escrow Agreement, and the Settlement Consideration shall not be encumbered, alienated, used as collateral or listed as an asset on any financial statement of any party.

(c) The interests of the Escrow Agent is limited as set forth in this Escrow Agreement.

11. Miscellaneous.

11.1 Complete Agreement. This Escrow Agreement shall constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

11.2 Amendments and Waivers. This Escrow Agreement may be amended, modified and supplemented, and compliance with any provision hereof may be waived, only by a writing signed by each of the parties hereto.

11.3 Assignment. No party to this Agreement may assign any of its rights under this Agreement without the prior consent of the other parties, such consent not to be unreasonably withheld. This Escrow Agreement shall be binding upon and inure to the benefit of Class Counsel, Defendants, the Escrow Agent and their respective successors and permitted assigns.

11.4 Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (a) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (b) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise, or other indulgence.

11.5 Severability. In case anyone or more of the provisions contained in this Escrow Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, and this Escrow Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.6 Notices. All notices under this Escrow Agreement will be in writing and will be delivered by personal service or facsimile or certified mail (or, if certified mail is not available, then by first class mail), postage prepaid, to such address as may be designated from time to time by the relevant party, and which will initially be as set forth below. Copies of all notices shall be given to Class Counsel, Defendants and the Escrow Agent. Any notice sent by certified mail will be deemed to have been given three (3) days after the date on which it is mailed. Any notice transmitted by facsimile will be deemed given upon confirmation of receipt. All other notices will be deemed given when received. Notices will be addressed as follows or to such other address as the party to whom the same is directed will have specified in conformity with the foregoing:

(a) If to Class Counsel:

Robert R. Hopper
David M. Cialkowski
ZIMMERMAN REED, P.L.L.P.
651 Nicollet Mall, Suite 501
Minneapolis, MN 55402

Phillip F. Fishman
FISHMAN, BINSFELD & BAHMEIER, P.A.
8011 34th Ave. S., Ste. #245
Bloomington, MN 55425

Alex Alvarez
THE ALVAREZ LAW FIRM
355 Palermo Ave.
Coral Gables, FL 33134

(b) If to the Escrow Agent:

U.S. Bank National Association
Attn:

(c) If to Defendants:

Joseph Flynn
JARDINE, LOGAN & O'BRIEN
8519 Eagle Point Blvd., Suite 100
Lake Elmo, MN 55042
(651) 290-7416

11.7 Governing Law. The rights and liabilities of the parties under this Escrow Agreement shall be governed by the laws of the State of Minnesota, regardless of the choice of laws provisions of such state or any other jurisdiction.

11.8 Forum and Consent to Jurisdiction. Any litigation which arises out of or under this Escrow Agreement or which relates to this Escrow Agreement in any manner whatsoever (including any litigation to void or otherwise set aside this Escrow Agreement) shall be instituted exclusively in the U.S. District Court for the District of Minnesota. All parties agree to and do hereby submit themselves to the jurisdiction of such court for purposes of any litigation arising out of or under or relating in any manner to this Escrow Agreement.

11.9 Facsimile; Counterparts. The receipt of a facsimile executed copy of this Escrow Agreement from any party hereto shall be deemed to be original incontrovertible evidence that such party has delivered this Escrow Agreement with the same force and effect as though the original executed Escrow Agreement had been delivered. This Escrow Agreement, and any Written Direction related hereto, may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.10 Survival. The provisions of this Escrow Agreement shall survive the termination of this Escrow Agreement.

11.11 Construction. This Escrow Agreement shall be construed without regard to any presumption or rule of law against the party causing this Escrow Agreement to be drafted.

12. USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

13. Security Advice Waiver Language. Each of Class Counsel and Defendants acknowledges that regulations of the Comptroller of the Currency grant Escrow Agent the right to receive brokerage confirmations of security transactions as they occur. Each of Class Counsel and Defendants specifically waives such notification to the extent permitted by law and acknowledges that each of Class Counsel and Defendants will receive periodic cash transaction statements, which will detail all investment transactions.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

Class Counsel:

____

By:_____________________________________

____

By:_____________________________________

U.S. Bank National Association:

By:______________________________________

Defendants:

____

By:______________________________________

EXHIBIT A

Escrow Agent Fees

I. Acceptance Fee: $

The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a flat one-time fee, payable at closing.

II. Annual Administration Fee: $

An annual administration fee for performance of the routine duties of the escrow agent associated with the management of the account. Administration fees are payable in advance at closing and on each anniversary of the closing.

The Administration Fee includes up to ____ disbursements per month by the Escrow Agent, which disbursements may include checks or wires to Class Counsel and cash distribution agents or accounts. Disbursements in excess of such ___ per month are subject to additional charges as extraordinary services.

III. Out-of-Pocket Expenses: At Cost

Reimbursement of expenses associated with the performance of our duties, including without limitation fees and expenses of legal counsel, accountants and other agents, tax preparation, reporting and filing, publications, and filing fees.

IV. Extraordinary Expenses:

Extraordinary services are duties or responsibilities of an unusual nature but not provided for in the governing documents or otherwise set forth in this schedule, including without limitation amendments, specialized reporting, use investments not automated with the Escrow Agent's trust accounting system, and actual or threatened litigation or arbitration proceedings. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At our option, these charges will be billed at a flat fee or our hourly rate then in effect.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT B

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Exhibit 6

METRO GANG STRIKE FORCE
("STRIKE FORCE")
CLASS SETTLEMENT CLAIM FORM

Settlement Claimant Number: ____________________

(TO BE FILLED OUT BY CLASS COUNSEL)

Name: ____
First Middle Last

Birth date: ___/___/___ Social Security Number: ________________

If claimant is less than 18 years old:
Parent or Guardian's Name ____
First Last

Place of Contact with Strike Force: ____
Street City

Date(s) of Contact: ________________________________

Identity of Strike Force Officers (if known): ____

Causes of Action:

☐ Violation of Civil Rights Act 42 U.S.C. § 1983
☐ Violation of Civil Rights Act 42 U.S.C. § 1981
☐ Violation of Civil Rights Act 42 U.S.C. § 1985
☐ Violation of MN State Constitution
☐ Assault
☐ Negligence
☐ False Imprisonment
☐ Conspiracy to Convert
☐ Conversion
☐ Other: ____

Class Counsel Summary of Event (one additional page is allowed if necessary):

Class Counsel Recommendation for Damages: ______________________________________

All information provided is subject to verification and, in the event it is erroneous, could be subject to penalties of perjury.

____
Sign on Line Above Date

____
Print Name on Line Above

METRO GANG STRIKE FORCE or MINNESOTA GANG STRIKE FORCE
("STRIKE FORCE")
CLASS SETTLEMENT CLAIM FORM

(TO BE FILLED OUT BY CLAIMANT OR THEIR COUNSEL)

Name: ____
First Middle Last

Address: ____
Street City State Zip County

Telephone Number: ________________ Email: ________________

Birth date: ___/___/___ Social Security Number: ____________

If claimant is less than 18 years old:
Parent or Guardian's Name ______________________________
First Last

Address (if different than above) ______________________________
Street City State Zip

Place of Contact with Strike Force: ______________________________
Street City

Date(s) of Contact: ______________________________

Identity of Strike Force Officers (if known): ______________________________

Were you arrested or charged with any crime resulting from the above contact? ☐ Yes ☐ No

If so, what charges were brought? ____________________ Did a conviction result? ☐ Yes ☐ No

Did you suffer any personal injuries requiring medical care as a result of the above listed contact with Strike Force Officers?

☐ Yes ☐ No If yes, what were your injuries? ______________________________

____

Please attach any supporting documentation of your injuries and medical care, including Doctor records, medical bills, etc.

Did the Strike Force Officers take any property from your person, you vehicle, at your dwelling or from any other location? If yes, please identify the location(s) and list all the property taken and its value:

____

____

Please attach additional pages if necessary. Please also attach photos of the property and/or receipts of purchase, if available.

If your property was taken by Strike Force Officers, did you receive any formal Notice of Forfeiture of rights? ☐ Yes ☐ No

Was it in your native language? ☐ Yes ☐ No Please attach a copy of the Notice of Forfeiture.

Have you made any previous formal complaint against Strike Force Officers or filed a claim through the Hotline administered by the League of Minnesota Cities Insurance Trust (LMCIT) prior to completing this Class Settlement Claim Form? ☐ Yes ☐ No

If yes, when? ____________________ And how? ____________________

I understand that by signing this form, I am expressly confirming my agreement to the terms of the settlement. I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge.

____
Sign on Line Above Date

____
Print Name on Line Above

METRO GANG STRIKE FORCE
("STRIKE FORCE")
CLASS SETTLEMENT CLAIM FORM

EVIDENCE OF CLAIM – IN YOUR OWN WORDS, please describe exactly what occurred on the date and location provided on Page 1 of the Strike Force Class Settlement Claim Form. Please provide as much detail as you can best remember.

PLEASE PROVIDE THE NAMES AND ADDRESSES OF ANY WITNESSES TO THE EVENTS DESCRIBED BELOW.

Please attach additional pages if necessary.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Sign on Line Above Date

Print Name on Line Above