

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is entered into by a class of inmates of the Santa Clara County jails ("Inmate Class"), through Class Counsel, and Santa Clara County ("County"). The foregoing are referred to collectively as "the parties." Subject to Court approval of this Settlement Agreement, the parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement Agreement and upon entry by the Court of a Final Judgment, the matter of *Hopkins, et al. v. Flores, et al.*, Case No. 1-05-CV035647, filed in Santa Clara County Superior Court, shall be settled and compromised upon the terms and conditions set forth herein.

RECITALS

A. A dispute has arisen between a class of inmates of the Santa Clara County jails ("Inmate Class") and Santa Clara County ("County"); Santa Clara County Department of Correction ("DOC"); Santa Clara County Board of Supervisors ("Board"); and Edward Flores, Sandra Padget, Nona Klippen, Mary Ann Barry, Toby Wong, Jonathan Wolin, Donald Gage, Blanca Alvarado, Pete McHugh, James T. Bcall, Jr., and Liz Kniss, in their official capacities, (collectively "County Defendants") regarding whether the County's administration of the Inmate Welfare Fund ("IWF") in Fiscal Years 2004, 2005, 2006, and 2007 was contrary to the requirements and prohibitions of Penal Code section 4025.

B. On or about February 15, 2005, inmates Kevin Hopkins, Charles Lyons, Patrick Gray, and Shawn Bautista filed a complaint in Santa Clara County Superior Court, Case No. 1-05-CV-035647, and on or about July 20, 2006, inmates Kevin

Hopkins, Charles Lyons, Patrick Gray, Shawn Bautista, and Marcos Musquez (collectively "Plaintiffs") filed an amended complaint in said action regarding the dispute.

C. On or about June 22, 2006, the Court certified Case No. 1-05-CV-035647 as a class action, defined the class as all individuals incarcerated in Santa Clara County jails at any time between July 1, 2003, and June 30, 2005, and named Plaintiffs Patrick Gray and Shawn Bautista as the class representatives. On July 27, 2006, the Court ordered, pursuant to the parties' stipulation, that Marcos Musquez be added as an additional class representative and that the class definition be amended to include all individuals incarcerated in Santa Clara County jails at any time between July 1, 2003, and the date of judgment.

D. Class Counsel has vigorously prosecuted this action, including, without limitation, issuing pre-litigation public records requests and reviewing voluminous documents produced in response thereto, issuing pre-litigation demands, interviewing over a half dozen potential class representatives, conducting pre-litigation discussions with County Counsel and Defendants, propounding 82 document requests and reviewing voluminous documents produced by the County in response thereto, propounding 19 interrogatories (exclusive of form interrogatories) and 14 requests for admission, subpoenaing documents from over 14 third party entities, pursuing and securing class certification, and noticing and scheduling the depositions of a County employee and 10 County designees.

E. The Parties have engaged in extensive, arms-length negotiation, facilitated in part by two distinguished JAMS mediators and retired judges, Honorable John Flaherty (Ret.) and Honorable William J. Cahill (Ret.), over a period of more than 1 year.

F. Based upon extensive analysis of the facts and the law applicable to the Complaint, and taking into account the extensive burdens and expenses of litigation, including the substantial risks and uncertainties associated with continued litigation and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Inmate Class, Class Counsel have concluded that this Settlement Agreement provides substantial benefits to the Inmate Class and is fair, reasonable, adequate and in the best interests of the Inmate Class.

G. Defendants have similarly concluded that this Settlement Agreement is desirable to avoid the time, risk and expense of defending the action, and to resolve finally and completely the pending and potential claims of the Inmate Class.

T E R M S

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Consideration.

The County shall pay restitution to the IWF in the sum of \$1,500,000 within 30 days after the Effective Date of the Settlement Agreement (defined hereinafter as the date of final Court approval of the executed Settlement Agreement) and acceptance by both parties of expert recommendations described in Paragraph 8, below.

The County agrees not to oppose Class Counsels' application to the Court for attorneys' fees and costs. Class Counsel shall not apply for an award of attorneys' fees and costs in excess of \$450,000. Should the Court approve Class Counsel's application

for attorneys' fees and costs, the County shall make such payment to the Client Trust Fund of Fenwick & West LLP within 30 days after the Effective Date of the Settlement Agreement and acceptance by both parties of expert recommendations described in Paragraph 8, below. Should the Court disallow any amount of Class Counsel's claimed attorneys' fees and costs, the amount disallowed, up to \$450,000, shall be deemed restitution to the IWF and shall be paid by the County to the IWF within 30 days after the Effective Date of the Settlement Agreement and acceptance by both parties of expert recommendations described in Paragraph 8, below.

The County shall not oppose Plaintiffs' request that the Court approve the payment of an incentive award of \$1,000 for each class representative, should Plaintiffs petition for and the Court order such payment. If such payment is ordered, the County shall further pay the sum of \$3,000, payable to the Client Trust Fund of the Law Foundation of Silicon Valley, within 30 days after the Effective Date of the Settlement Agreement and acceptance by both parties of expert recommendations described in Paragraph 8, below.

2. Motion for Court Approval and Dismissal.

a. Within 30 days after execution of this agreement, the parties shall jointly submit this Settlement Agreement to the Court for approval and shall move the Court for one or more orders, which by their terms shall:

(1.) Schedule the Preliminary Fairness Hearing to approve the form of Class Notice, which Plaintiffs will draft as a one-page summary in English, Spanish and Large Type, and submit to the County and the Court for approval;

(2.) Establish a Plan to provide notice to the Inmate Class, for which the parties will propose that:

(a.) Notice will be provided to the Inmate Class by posting a one-page, two-sided summary of the proposed settlement and instructions for objecting to the proposed Settlement Agreement in housing units in Elmwood and the Main Jail and by hand-delivering notices to those inmates who do not have access to review such postings;

(b.) The County will pay the costs, if any, of posting and hand-delivering the Class Notice; and

(c.) The Class Notice will be posted for 30 days ("Posting Period") and members of the Inmate Class will have an additional 14 days after the Posting Period to object to the Settlement Agreement.

(3.) Schedule the Final Fairness Hearing, the purpose of which is to (a) review comments or objections regarding the Settlement Agreement, (b) to consider its fairness, reasonableness, and adequacy, (c) to consider the application for attorneys' fees and reimbursement of expenses and costs, (d) to consider the application for incentive payments to the named representative Plaintiffs, and (e) to consider whether the Court shall approve the Settlement Agreement, granting, *inter alia*, the applications for fees, expenses, and costs and incentive awards.

(4.) Retain Superior Court jurisdiction for settlement enforcement for five years after the Effective Date of this Settlement Agreement, pursuant to section 664.6 of the California Code of Civil Procedure.

(5.) Dismiss all County Defendants—except for the County—with prejudice.

b. Within 30 days of the parties' acceptance of the expert recommendations provided for in Paragraph 8, Class Counsel shall move the Court to dismiss the County with prejudice.

3. Penal Code Section 4025.

The County shall comply with the requirements of Penal Code section 4025.

4. Policy Changes.

No later than 30 days after the Effective Date of this Settlement Agreement, the County's IWF policy shall be revised to adopt the following policy changes. The revised policies shall remain in place for at least five years after the Effective Date of this Settlement Agreement.

a. General IWF Policy.

The money and property deposited in the IWF shall be expended for the benefit, education and welfare—based on a Needs Assessment described in Paragraph 8—of the inmates confined within Santa Clara County jails. No less than 69% of total IWF expenditures in any fiscal year shall be attributable to Direct Services or physical items that further inmates' benefit, education, and welfare. "Direct Services" are those activities that are conducted with or on behalf of a particular inmate or group of inmates. These activities include direct assistance for, counseling, training, or education of an inmate; preparing for direct assistance for, counseling, training, or education of an inmate; communications with other staff, family members, or outside agencies or governmental entities to further direct assistance for, counseling, training, or education of

an inmate (including but not limited to assisting the courts and answering court questions regarding the programming status of inmates); documenting direct assistance for, counseling, training or education of an inmate; and providing direct recreation services to improve inmate morale or well-being. Items that further inmates' benefit, education and welfare may include physical items—such as educational, informative, or other reading material and recreational supplies—that further inmate recreation or improve inmate morale or well-being.

No more than 31% of total IWF expenditures in any fiscal year shall be attributable to Indirect Services for programs that further inmates' benefit, education, and welfare. "Indirect Services" are those activities that support, administer or facilitate the direct services described above. For example, Indirect Services include but are not limited to administration and financial management, janitorial services, personnel recruitment, personnel supervision, personnel training, coordinating with other agencies or governmental entities on a programmatic or administrative level (i.e., not planning for services to be provided to an individual inmate or an identifiable group of inmates), security clearances and access for program staff, policy-making, policy and legal compliance, contract management, or classification.

Inmate welfare funds shall not be used to pay required County expenses of confining inmates in a local detention system, such as meals, clothing, housing, or medical services or expenses, except that inmate welfare funds may be used to augment those required County expenses as determined by the Board or its designee to be in the best interests of inmates, consistent with the Needs Assessment described in Paragraph 8.

The assignment of expenditures to the categories of Direct Services or Indirect Services shall be based on the assignments listed in Attachment A, when those expenditures are made for the same or substantially similar positions or functions. When expenditures are made for positions or functions that are not the same or substantially similar to those listed in Attachment A, the County should, if possible, base its assignment of that expenditure to Direct Services or Indirect Services on the most analogous position or function listed in Attachment A. Any conflict between this Settlement Agreement and Attachment A shall be resolved in favor of the Settlement Agreement.

b. Policy Prohibiting IWF Funding of Certain Functions.

Subject to the policy outlined in Paragraph 4.a., the following positions (and any position containing duties reflected in FY 2004, 2005, 2006, and 2007 job descriptions for those positions), functions, and expenses related to such positions or functions may not be funded through the IWF:

- (1.) Commit Desk Officer or other booking officers;
- (2.) Visiting staff, except those expenditures made to provide expanded visitation to inmates beyond what is required by Title 15 and/or other applicable law;
- (3.) Window B officers;
- (4.) Functions required by Title 15 and/or other applicable law, including mandated services for pro per inmates, mandated disciplinary hearing-related functions, ADA or other disability-related access requirements, court-mandated services and programs, translation and

interpretation, and mandated religious services, except as to augment these functions as permitted under the IWF policy set forth in Paragraph 4.a.;

(5.) Kitchen Officers;

(6.) Regimented Corrections Program Officers, Commissary Delivery Officers, and other personnel providing security, except to the extent that time studies demonstrate that such personnel are providing, in addition to security, Direct or Indirect Services to inmates;

(7.) Rehabilitation Officers, except to the extent that time studies demonstrate that such personnel are providing Direct or Indirect Services to inmates;

(8.) Administrative Booking Officers; and

(9.) Food services and landscaping, unless related to programs that serve legitimate educational and/or vocational benefits for the inmates who participate in them and such programs are accredited through an educational entity.

5. Audits and Time Studies.

Biennially, the IWF Committee will retain an independent auditor to conduct both a financial audit of IWF revenues and expenditures, in accordance with generally accepted accounting principles, and a review of a time study for all IWF-funded positions, including contracts. For purposes of this Settlement Agreement, a time study is documentation of the self-reported activities and time spent performing those activities of all persons in positions funded in whole or in part by the IWF. The time study will contain sufficient information to allow auditable analysis of whether such positions are

properly IWF-funded according to the policies established by this Settlement Agreement and the requirements of Penal Code section 4025. The time study must include all job functions for every studied position, as well as space for "other" activities; individuals completing time studies must be instructed to account for all of their time. The IWF shall be responsible for all costs and expenses for retention of the independent auditor and performance of any time study. Such costs may be allocated from the IWF without respect to the Indirect/Direct formula. During the term of this Settlement Agreement, the results of this audit will be delivered to Class Counsel pursuant to Paragraph 9. The time study and any back-up documents shall be provided to Class Counsel, pursuant to Paragraph 9, upon request by Class Counsel.

6. Composition of Inmate Welfare Fund Committee.

The IWF Committee shall add to its membership the following voting member: one person who is not a County employee and has expertise in working with inmates and inmate programs, unless a person with such expertise is unavailable, in which case the County shall appoint a person who is interested in the welfare of inmates and is not a County employee. The person shall serve a renewable one-year term. The IWF Committee shall continue to include in its membership an attorney from the Public Defender's Office and the director of Custody Health Services or his/her designee.

7. Bonuses/Commissions for Telephone System and Commissary.

The County shall deposit any money, refund, rebate, bonus, commission, or incentive received from a telephone company or pay telephone provider when that is attributable to the use of pay telephones which are primarily used by inmates while incarcerated. In compliance with this policy, the County shall deposit the \$200,000

yearly bonus to be received pursuant to the current pay telephone contract with Evercom/Securis in the JWF. The bonuses payable under current and future commissary contracts shall be deposited into the IWF.

8. Needs Assessment.

The County shall, within seven days of the Court's preliminary approval of the Settlement Agreement, present a list of the names of three experts who have a demonstrated expertise in assessing the needs of and best practices for programming for inmates to Class Counsel for their review. To this list will be attached a curriculum vitae for each expert and a description of the dates each expert proposes to start and complete the assessment and recommendation processes described below. Within seven days of receiving the County's expert list, Class Counsel may eliminate up to two experts from consideration. In making any such elimination, Class Counsel shall eliminate only those experts who Class Counsel have reason to believe 1) are not qualified, 2) are not proposing a reasonable start and/or completion time, or 3) are not objective. Said elimination(s) by Class Counsel, if any, must be timely submitted to the County in writing, setting forth the reason(s) for each such elimination. Within seven days of receiving notification of Class Counsel's eliminations, the County will retain--at a cost of no more than \$100,000--an expert that has not been eliminated by Class Counsel. The retainer shall include the start and completion dates set forth in the expert's proposal.

The expert(s) will assess County inmates' system-wide needs for services and/or programs that further the benefit, education and welfare of inmates. The expert(s) will further establish a framework for further biennial system-wide needs assessments to be conducted by the DOC. In conducting such an assessment and establishing such a

framework, the expert(s) will:

- a. Use a best practices approach—based on current research and successful service models—in assessing inmates’ needs and recommending programming for inmates;
- b. Establish a list of factors or considerations that will guide the IWF Committee in creating priorities for funding programming and services from the IWF; and
- c. Take into account the need of the DOC to remain flexible in addressing the potentially changing needs of inmates. Additionally, the expert(s) will be responsible for making recommendations regarding how the restitution funds should be spent.

The expert(s) may confidentially communicate with any person(s) whom he/she deems appropriate. The County will allow the expert(s) to communicate with any County employee of his or her choosing. The County will also allow the expert(s) to communicate with any inmate of the County jail—through in-person interviews, telephone calls, correspondence, inmate surveys or any other means of communication.

The above-described recommendations will be submitted by the expert within 60 days of the expert’s retention concurrently to Class Counsel and the County for approval. The parties shall accept or reject the expert’s recommendations in writing to all parties within 60 days of their submission; if either party fails to timely respond to the expert’s recommendation, such failure will be considered acceptance of the recommendations. If either party rejects the expert’s recommendations, either party can elect to void this Settlement Agreement in its entirety.

9. Compliance and Monitoring.

During the term of the Settlement Agreement, the County will provide the Inmate Class, through Class Counsel, with the following:

a. A copy of the annual IWF spending plan within 10 days of the IWF Committee's approval of the spending plan. The spending plan shall also be posted in all housing units at the Elmwood and Main Jail facilities, except in maximum security units, where the spending plan will be individually hand-delivered or posted in general areas where all inmates housed in those units will be able to review it within 24 hours of its posting.

b. A copy of the annual report required, by Penal Code section 4025, to be submitted to the Board of Supervisors regarding IWF expenditures. The annual report shall be delivered to Class Counsel at the same time that it is delivered to the Board of Supervisors or pertinent Board Committee. This expenditure report shall also be posted in all housing units at the Elmwood and Main Jail facilities, except in maximum security units, where the spending plan will be individually hand-delivered or posted in general areas where all inmates housed in those units will be able to review it within 24 hours of its posting.

c. A copy of any outside audit of IWF expenditures within 10 days of the issuance of such audits and copies of time studies and time study back-up documents within 10 days of Class Counsel's request for such time studies and back-up documents.

d. A copy of any policy adopted regarding the IWF, including the new policies in Paragraph 4 above within 10 days of any such policy adoption.

10. Mutual Release.

The Inmate Class and the County hereby irrevocably and unconditionally release and forever discharge one another and each of their respective predecessors, successors, assigns, insurers, executors and administrators, agents, employees, representatives, attorneys, affiliates and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, judgments, losses, costs, and expenses, including, without limitation, attorneys' fees, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent (hereinafter "Claim" or "Claims") which they now have, own, hold or claim to have, own or hold, or at any time heretofore had, owned, held or claimed to have, own or hold, against one another or any of the other's Releasees, which was raised in the pending action, or could have been raised in this action with respect to any matter in controversy.

11. Waiver of Civil Code Section 1542.

Plaintiffs acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs acknowledge that they are generally releasing unknown claims and waive all rights they have or may have under Civil Code Section 1542 or under any other statute, or common law principle of similar effect.

12. Release of No Evidentiary Effect.

The parties acknowledge and agree that this Settlement Agreement is given and accepted as part of a compromise and settlement of disputed claims. The parties further acknowledge and agree that acceptance of this Settlement Agreement by any party shall not be construed or deemed to be evidence of an admission of any fact, matter or thing. Neither this Settlement Agreement nor any of its terms shall be offered or received as evidence in any proceeding in any forum as an admission of any liability or wrongdoing on the part of any party.

13. Enforcement of the Settlement Agreement

Should any party allege a violation of the Settlement Agreement, it may, on 30 days' written notice, petition the Court for enforcement of the Settlement Agreement. The parties agree that the Santa Clara County Superior Court shall retain jurisdiction for 5 years over this matter to enforce this Settlement Agreement. The parties agree that this Settlement Agreement may be enforced by motion under Code of Civil Procedure section 664.6, or by any other procedure permitted in the Superior Court for the State of California, County of Santa Clara.

14. Non-Assignment.

Plaintiffs warrant and represent that there has been no assignment, sale or transfer, by operation of law or otherwise, of any claim, right or interest released herein. Plaintiffs agree to defend, indemnify and hold harmless the County from any claim, liability or expense that may be incurred as a result of the assertion of any such claim, right or interest by any person by reason of any such assignment, sale or transfer.

15. Successors.

This Settlement Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of each of the parties hereto.

16. Modification.

This Settlement Agreement may be modified with mutual consent of the County and Class Counsel upon written request by the party requesting the modification, setting forth good cause, which shall include a significant change in the law or a significant change in or discovery of facts, such as a fundamental alteration in the services, programs, or activities of the DOC related to the IWF. Should such modifications require Court approval, the parties shall jointly petition the Court for such approval.

Changes to the IWF spending plan or spending report that the parties agree do not require a change to the policies described in Paragraph 4 shall not require a modification of this Settlement Agreement. Selection of an expert or experts described in Paragraph 8 above shall not require a modification of this Settlement Agreement.

17. Governing Law and Forum.

This Settlement Agreement shall be deemed to have been entered into in Santa Clara County, California, and all questions of validity, interpretation, or performance of

any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law.

18. Attorneys' Fees.

In any action or proceeding arising out of or relating to this Settlement Agreement or the enforcement or interpretation of this Settlement Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding.

19. Representations and Warranties.

The parties hereby represent, warrant and agree as follows:

a. The parties hereby acknowledge that they have been represented by counsel of their choice throughout the negotiations that preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement. The parties acknowledge and agree that they have executed this Settlement Agreement voluntarily, without coercion or duress of any kind, and on the advice of their independent counsel.

b. Neither the County nor any of its employees has made any statement or representation to Plaintiffs regarding any fact relied upon in entering into this Settlement Agreement, and Plaintiffs do not rely upon any statement, representation or promise of the County or any of its employees in executing this Settlement Agreement, or in making the settlement provided for herein, except as expressly stated in this Settlement Agreement.

c. The parties have made such investigation of the facts pertaining to this settlement and this Settlement Agreement, and of all the matters pertaining thereto, as they deem necessary.

d. The representatives of the Inmate Class have read this Settlement Agreement and understand its contents.

e. In entering into this Settlement Agreement and the settlement provided for herein, the parties assume the risk of any mistake of law or fact. If the parties should subsequently discover that their understanding of the facts or the law was incorrect, the parties shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Settlement Agreement.

f. The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is their intention to fully, finally and forever settle and release all such matters and all claims relative thereto, which do now exist, may exist or heretofore have existed. In furtherance of such intention, the release given herein shall be and remain in effect as a full and complete release of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

g. The parties and/or their attorneys cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party.

h. It is represented and agreed that the County is the proper defendant party to this Settlement Agreement. It is further represented and agreed that the County has standing and is fully authorized to comply with and enforce all of the terms of this Settlement Agreement.

20. Integration.

The parties covenant and agree that the terms of this Settlement Agreement are contractual and not a mere recital, and constitute a fully binding and complete agreement between the Inmate Class and the County with regard to its subject matter. This Settlement Agreement supersedes any and all prior or contemporaneous agreements, representations and understandings of or between the parties, and the parties warrant that they are not relying on any such prior representations. The parties understand and agree that the terms of this Settlement Agreement may not be altered, amended, modified or otherwise changed in any respect or particular except as provided above in Paragraph 16.

21. Severability.

Should any provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

22. Counterparts.

This Settlement Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Settlement Agreement which will become effective and binding on all parties at such time as all parties have executed a counterpart.

23. Findings of Fact or Conclusions of Law.

Each party waives any right to assert a claim that the Santa Clara County Superior Court was required to make findings of fact or conclusions of law other than those contained in this Settlement Agreement.

24. Notices.

All notices and other communications required or permitted to be given under this Settlement Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

For the Inmate Class:

Kyra Kazantzis
James Zahradka
Public Interest Law Firm
111 W. St. John Street, Suite 315
San Jose, CA 95113

For the County:

Chief of Correction
Santa Clara County Department of Correction
180 W. Hedding Street
San Jose, CA 95110


25. Additional Acts.

The parties hereto agree to do such acts and to execute such documents as are necessary to carry out the provisions and purposes of this Settlement Agreement.

IN WITNESS WHEREOF, this Settlement Agreement has been executed as of the date stated below:

For the Inmate Class:

Date: 10-3-7

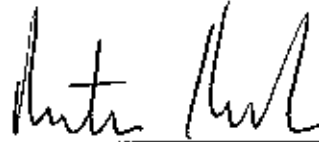

Shawn Bautista
Inmate Class Representative

Date: _____

Marcos Musquez
Inmate Class Representative

For the County:

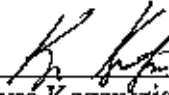
Date: October 24, 2007



Peter Kutras, Jr.
County Executive

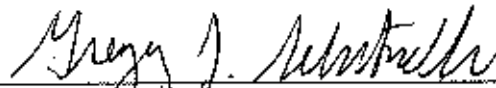
Approved as to form:

Date: 11/2/07



Kyra Kazantzis
Public Interest Law Firm
Class Counsel

Date: October 17, 2007



Gregory J. Sebastinelli
Deputy County Counsel
Office of the County Counsel
Counsel for Defendants