

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Jameelah Medina (“Plaintiff”) and Defendants County of San Bernardino and Gary Penrod (collectively, “Defendants”).

### Recitals

**WHEREAS**, Jameelah Medina commenced the below-referenced action in or about December 2007, alleging that each of the Defendants was, in whole or in part, legally responsible for the denial of Plaintiff’s right to practice her religion, in violation of the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. §§ 2000cc *et. seq.*; the First Amendment to the United States Constitution; Article 1, Section 4 of the California Constitution; and the California Tom Bane Act, California Civil Code § 52.1; and

**WHEREAS**, Defendants have denied and continue to deny all of the allegations and claims made and brought by Plaintiff and asserted affirmative defenses thereto; and

**WHEREAS**, Plaintiff and Defendants (collectively, the “Parties”) recognize the uncertainties and costs of litigation, and now desire to resolve, compromise, and settle the claims and controversies between and among them, on the terms and conditions set forth below;

**NOW THEREFORE**, in light of the foregoing, and in consideration of the mutual promises and releases contained herein, the sufficiency of which is acknowledged to be binding;

## Terms

**It is agreed,** by and between the Parties, as follows:

1. Within thirty (30) days of the return of the executed settlement documents to their attorneys, the Parties agree to execute all papers necessary to achieve the dismissal of the action filed in the U.S. District Court for the Central District of California, Civil Action No. 5:07-cv-01600-VAP-OP, entitled Jameelah Medina, Plaintiff, v. County of San Bernardino, a political subdivision; Gary Penrod, in his individual and official capacities; and Does 1 through 10, in their individual and official capacities (“the Action”), with prejudice, subject to the Court’s retention of jurisdiction, as described in paragraph 15 of this Agreement.

2. Within thirty (30) days of the return of the executed settlement documents to their attorneys, Defendants shall deliver to counsel for Plaintiffs a check in the amount of forty-five thousand dollars (\$45,000.00) payable to the ACLU Foundation of Southern California, ten thousand dollars (\$10,000.00) of which is compensation for the harm suffered by Plaintiff, in full and complete satisfaction of any and all claims for damages, compensation, and costs that Plaintiff has or may have concerning all Defendants arising from the Action and thirty-five thousand dollars (\$35,000.00) of which is attorneys’ fees in full and complete satisfaction of all claims that the attorneys for Plaintiff may have concerning any aspect of this litigation and their representation of Plaintiff in this action, including claims for costs, expenses, disbursements, and attorneys fees.

### **New Policy and Training of Officers**

3. Defendants agree that, within ninety (90) days of the return of the executed settlement documents to their attorneys, they will amend their procedures and policies to adopt a policy (“Policy”) to accommodate women who wear headscarves for religious reasons. The

Policy shall provide that, when a woman who wears a hijab (headscarf worn for religious reasons) is arrested or detained and brought to a facility or other setting controlled by Defendants, or when a woman who wears a hijab serves a sentence in a facility or other setting controlled by Defendants, the woman will not be required to remove her headscarf except while she is in a private area under the supervision of a female officer, out of view of any men, including male officers. When the arrested person removes and surrenders her headscarf, she will be issued by Defendants a temporary headscarf, and will be allowed to put the temporary headscarf on her head before entering an area where she can be seen by men. At no time will the arrested, detained, or imprisoned woman be required to have her headscarf off while she is visible to men.

4. Upon release, each woman will receive her own headscarf and will be afforded an opportunity to change from the Defendant-issued headscarf back into her own headscarf in a place where she cannot be seen by men.

5. Arrested and detained women will not be required to remove headscarves in the presence of men in any facility or any part of any facility over which Defendants exercise control, including transportation facilities and including those portions of any courthouse holding facility that is controlled by Defendants.

6. Defendants agree to implement the Policy within sixty (60) days of its adoption.

7. Defendants will manufacture or purchase temporary headscarves for purposes of implementing the Policy. Defendants agree to consult with a Muslim religious authority, agreed upon by the parties, in order to ensure that Defendants' temporary headscarves comply with Muslim religious requirements.

8. Defendants agree to maintain an adequate supply of temporary headscarves, based upon objective criteria and estimates of anticipated need and adjusted as necessary to meet actual need, at each Defendant-controlled facility to which arrested women are brought or where women are detained or imprisoned.

9. Training: The Policy shall be incorporated into the training of all jail/correctional facility personnel, including sworn and civilian personnel and facility administrators, and law enforcement officers. In-person training on the Policy shall be provided to both current and future personnel. The Policy shall be distributed to existing personnel in written form, and shall be made part of the procedures manual. Initial in-person training of current personnel shall take place no later than ninety (90) days after the Policy is adopted. New personnel shall be trained on the Policy within forty-five (45) days of being assigned to one of the positions named in this paragraph.

10. Defendants agree to provide Plaintiff's counsel with copies of written complaints filed with Defendants related to the Policy for the first six months after its implementation, with identifying information redacted. Relevant complaints include complaints relating to women detainees and arrestees who complained regarding infringement on their practice of wearing headscarves (also known as hijab or khimar) for religious reasons while in Defendants' custody.

11. Defendants agree to provide Plaintiff's counsel with a written copy of the Policy within sixty (60) days of its adoption.

12. Defendants agree to provide Plaintiff's counsel with any written training material, related to the Policy, that is provided to new or current personnel within ninety (90) days after the Policy is adopted.

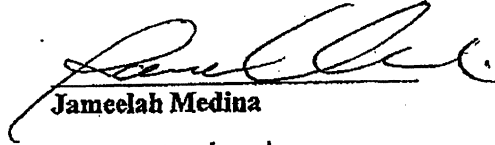
13. Defendants designate Jay Blankenship to be the designated representative of the County of San Bernardino, and Plaintiff designates Attorney Hector O. Villagra to be the designated representative of Plaintiff, to meet and confer in good faith to address jointly and informally any issues that may arise between the parties regarding implementation of the Policy. Defendants' designated representative may be contacted at the San Bernardino County Sheriff's Department, Civil Liabilities Division, 655 East Third Street, San Bernardino, California, Telephone: (909) 387-3750, Facsimile: (909) 387-3780. Plaintiff's representative may be contacted at ACLU FOUNDATION OF SOUTHERN CALIFORNIA, 2140 W. Chapman Avenue, Suite 209, Orange, CA 92868, Telephone:(714) 450-3962, Facsimile:(714) 450-3969, Email: hvillagra@aclu-sc.org.

14. Defendants' designated representative shall confirm to Plaintiffs' counsel, within one-hundred twenty (120) days of adoption of the Policy, that training of personnel has taken place in accordance with the terms of this Agreement.

15. The United States District Court for the Central District of California Judge Virginia A. Phillips, or a magistrate judge designated by Judge Phillips, will retain jurisdiction over this case for a term of three years to enforce this Settlement Agreement, including but not limited to jurisdiction over disputes concerning interpretation and enforcement of the terms of the Agreement, with the condition that no party may seek to enforce the settlement without first providing the other side notice of any alleged violation and a reasonable opportunity to cure the alleged violation and without meeting and conferring in good faith. Plaintiff agrees to provide, through her counsel, such notice to Defendants' designated representative.


16. Defendants agree to refrain from taking any action to initiate, recommend, or urge prosecution of Plaintiff for any offenses arising out of the events of December 7, 2005.

The undersigned represent that they have read and understood the terms of this  
Settlement Agreement prior to executing same.

  
Jameelah Medina

Dated: 10/22/08

COUNTY OF SAN BERNARDINO  
GARY PENROD

By: 

Dated: 10/30/2008