

EXHIBIT 2

**JOINT MOTION FOR PRELIMINARY APPROVAL
OF PROVISIONAL SETTLEMENT OF CLASS ACTION**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

RONALD M. PARILLA, ALDA RUGG,
BILLY CATES, THERESA DECLUE,
AILEEN NUNEZ, DAVID W. ROBERTS, KIM
LEMISTER, SHANE BRADLEY, and
FRANTARSHIA STAFFORD, individually and
individually and on behalf of a Class of all
others similarly situated,

Plaintiffs,

v.

DONALD ESLINGER, individually and
in his official capacity as Sheriff of Seminole
County, MICHAEL TIDWELL, individually and
in his official capacity as Director of the John E.
Polk Correctional Facility, DAVID DIGGS, in his
individual capacity, and SEMINOLE COUNTY,

Defendants.

Case No. 6:05-cv-850-Orl-31KRS

STIPULATION OF SETTLEMENT

Plaintiffs RONALD M. PARILLA, ALDA RUGG, THE ESTATE OF BILLY CATES, THERESA DECLUE, AILEEN NUNEZ, DAVID W. ROBERTS, KIM LEMISTER, SHANE BRADLEY, and FRANTARSHIA STAFFORD, individually and on behalf of the settlement class defined herein, and Defendants DONALD ESLINGER, MICHAEL TIDWELL, DAVID DIGGS, and SEMINOLE COUNTY (hereinafter referred to as "Parties"), by and through their respective counsel, hereby submit the following Stipulation of Settlement.

I.

RECITALS

On June 9, 2005, original named Plaintiffs RONALD M. PARILLA, ALDA RUGG, BILLY

CATES, THERESA DECLUE, AILEEN NUNEZ, DAVID W. ROBERTS, and FRANTARSHIA STAFFORD, on behalf of themselves and all persons similarly situated, filed a complaint in the above-captioned matter in which they challenged, pursuant to 42 U.S.C. § 1983, certain practices of Defendants including the strip search of certain detainees, prior to first appearance, and sought damages and declaratory and injunctive relief. The complaint was subsequently amended to challenge the practices of the Defendants to unreasonably detain persons ordered immediately released by a judge or who have posted bond and are held for an unreasonable time period prior to being released from the John E. Polk Correctional Facility. The complaint was subsequently amended to add Named Representative Plaintiffs KIM LEMISTER and SHANE BRADLEY.

The parties entered into extensive discovery which included exchange of documents, preparation of and responses to request for production of documents, interrogatories, and depositions.

Shortly after the December 3, 2004 incident involving the majority of the named Plaintiffs, the Sheriff's Office reviewed the formal policy and training on strip searches at the John E. Polk Correctional Facility. As a consequence of that review, the Sheriff's Office revised the policy. The new policy, made effective August 30, 2005 and revised on October 15, 2005, complies with Fla. Stat. § 901.211 regarding strip searches. A copy of the current policy, Policy and Procedure Number 09.13, relating to the strip search and body cavity searches of pre-first appearance detainees is attached hereto as **Exhibit "1"**.

On February 3, 2006, Judge Presnell issued an order substituting Terrance Schmidt as the mediator. Mediation was conducted on March 27, 2006. The parties attended the mediation and continued to discuss settlement after further discovery of various documents, and have now agreed to this Stipulation of Settlement which, subject to the approval of the Court, settles this action in the manner and upon the terms set forth below and fully resolves the dispute.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, as follows:

II.

DEFINITIONS FOR THIS STIPUATION

1. The “Bar Date” is the date established by the Court by which any Settlement Class Member (“SCM”) who wishes to receive payment pursuant to this Stipulation of Settlement must file his/her Claim Form(s), objections to this Stipulation of Settlement, or request to be excluded from the class (opt-out).

2. The “Claim Form” is the form required to be used to make a claim for payment under this settlement. A copy of the proposed Claim Form is attached as **Exhibit “2”**.

3. “Class Counsel” means, collectively, The Law Office of Larry Hanks, P.A., and Larry Hanks, attorney; and the Florida Justice Institute, Inc., and Randall C. Berg, Jr., attorney.

4. The “Class Notice” means the notice in a form substantially similar to that attached hereto as **Exhibit “3”** (Notice by Mail).

5. The “Class Period” is June 9, 2001, through August 30, 2005.

6. The “Effective Date” means the date upon which a judgment entered by the Court approving this Stipulation of Settlement becomes final. The judgment will be deemed final only upon expiration of the time to appeal or, if a Notice of Appeal is filed, upon exhaustion of all appeals and petitions for writ of certiorari.

7. “First appearance” means the procedure described in Rule 3.130, Florida Rules of Criminal Procedure. For purposes of this settlement, and to determine whether a person is an actual remand by court under **Paragraph 11**, a first appearance occurs when a person has actually appeared before a judge and been ordered into the custody of the Sheriff.

8. The “Named Representative Plaintiffs” are RONALD M. PARILLA, ALDA RUGG, THE ESTATE OF BILLY CATES, THERESA DECLUE, AILEEN NUNEZ, DAVID W. ROBERTS, KIM LEMISTER, SHANE BRADLEY, and FRANTARSHIA STAFFORD.

9. An “Opt-Out” is any potential Settlement Class Member who files a timely request for exclusion as specified in **Paragraph 45**.

10. "Released Persons" means the Defendants and their predecessors, deputies, successors, and/or assigns, together with past, present, and future officials, employees, representatives, insurers, reinsurers, excess insurers, attorneys and/or agents of the Defendants.

11. The Settlement Class means all persons who meet all of the following criteria: (1) erroneously designated during the Class Period by the John E. Polk Correctional Facility as a "remand by court" (RBC) and thereby strip-searched; (2) who were at the time of the RBC designation facing only charges of a violation of a municipal ordinance, a traffic infraction, or misdemeanor charge not involving violence, drugs, or weapons; (3) who did not actually appear before a judge prior to the strip search; and (4) for whom there was not probable cause for a strip search to check for contraband or weapons. The Settlement Class is estimated to number between six (6) and nineteen (19) individuals and is anticipated to consist primarily of individuals who were arrested at the Seminole County Courthouse.

12. A "Settlement Class Member" ("SCM") means any member of the Settlement Class including representatives, successors and assigns, who does not file a valid and timely Request for Exclusion as provided in **Paragraph 45** of this Stipulation of Settlement. The "Named Representative Plaintiffs" are not SCMs.

13. "Special Master" shall mean Magistrate Judge Karla R. Spaulding of the United States District Court, Middle District of Florida, Orlando Division, who shall be appointed by the Court to preside over disputes related to this Stipulation of Settlement and who shall have power to make decisions in all matters pertaining to administration and enforcement of the Stipulation of Settlement.

14. "Strip search" is as defined in Fla. Stat. § 901.211, and means having an arrested person remove or arrange some or all of his or her clothing so as to permit a visual or non-intrusive inspection of the genitals; buttocks; anus; breasts; or undergarments of such person. It does not include a visual or non-intrusive inspection when done by medical personnel for medical reasons.

III.

TERMS AND EFFECT OF STIPULATION OF SETTLEMENT

15. This Stipulation of Settlement is for settlement purposes only, and neither the fact of, nor any provision contained in this Stipulation of Settlement or its exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs or SCMs in this action or in any other pending action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants or admission by Defendants of any claim or allegation made in this action or in any other action, nor as an admission by any of the Plaintiffs, SCMs or Class Counsel of the validity of any fact or defense asserted against them in this action or in any other action. Defendants deny all allegations of wrongdoing and deny any liability to Plaintiffs or to any other class members. The parties have agreed that, in order to avoid long and costly litigation, this controversy should be settled pursuant to the terms of this settlement, subject to the approval of the Court.

16. The parties agree solely for the purposes of this settlement and implementation that the within action shall proceed as a class action, with the Settlement Class as defined in **Paragraph 11**, and that attorneys for the Class are Class Counsel as defined in **Paragraph 3**, but if such settlement fails to be approved or otherwise fails of consumption, then this Stipulation of Settlement is hereby withdrawn.

17. The parties agree that the “Named Representative Plaintiffs” will not pursue the claims for themselves or for a class of unnamed persons for “overdetention,” or the perceived delay in outprocessing once an inmate has been ordered to be released by a Court or paid a bond.

18. In return for the release of any claims for overdetention or delay in outprocessing, and in recognition of the benefit to future inmates, the Sheriff’s Office, and Seminole County₂ of reducing the time required to perform these tasks, the Sheriff’s Office has either already implemented or will implement in the near future, the following changes:

- a. The Sheriff’s Office has purchased and is installing an automated telephonic

information system that will allow members of the public to call and obtain information about friends and family who are inmates. This information will include pending charges, bond amount, and court dates. This information will be available in both English and Spanish. The Sheriff's Office has also purchased a module for this system that will make this information available over the Internet. The purpose of this system is to improve communications between the public and the John E. Polk Correctional Facility and to reduce the time that intake and release clerks spend answering such inquiries. The Sheriff will report to the Court as soon as this task is completed. The Sheriff's Office agrees that, for a period of two years from the Effective Date, it will not substantively change this policy without first conferring with Plaintiffs' counsel or, in the event that counsel cannot agree on the change, the Court.

- b. The Sheriff's Office has created four (4) additional positions [two (2) quality assurance specialists and two (2) detention service officers] in intake and release. The Sheriff's Office is working to fill those positions. In the meantime, the Sheriff's Office has reorganized staff to create special "release teams" that will focus on outprocessing during the highest volume days and times, particularly Wednesday and Thursday of each week, when volume of release is heaviest. The Sheriff will report to the Court as soon as these positions are filled. The Sheriff's Office agrees that, for a period of two years from the Effective Date, it will not substantively change this policy without first conferring with Plaintiffs' counsel or, in the event that counsel cannot agree on the change, the parties will bring to the Court for resolution.
- c. When an inmate is first booked into the John E. Polk Correctional Facility, one of the intake procedures is to obtain an National Crime Information Center (NCIC) check on the inmate. When that inmate is to be released, another NCIC check is usually run in order to determine whether new warrants or holds have been issued. Beginning

at the latest January 1, 2007, for those inmates who have no aliases and no prior arrests, the initial NCIC check shall be used for the first twenty-four (24) hours of detention such that, if an inmate meets that criteria and is ordered to be released or posts bond within twenty-four (24) hours of intake, no additional NCIC check shall be necessary. The Sheriff will report to the Court as soon as this intake procedure is complete. The Sheriff's Office agrees that, for a period of two years from the Effective Date, it will not substantively change this policy without first conferring with Plaintiffs' counsel or, in the event that counsel cannot agree on the change, the parties will bring to the Court for resolution.

- d. The Sheriff's Office will observe that an order stating that an inmate is subject to "immediate release" will be released as soon as possible, without the formal release process, and the goal for release in that circumstance shall be thirty(30) minutes or less. The Sheriff will report to the Court as soon as this procedure is implemented. The Sheriff's Office agrees that, for a period of two years from the Effective Date, it will not substantively change this policy without first conferring with Plaintiffs' counsel or, in the event that counsel cannot agree on the change, the parties will bring to the Court for resolution.

19. There are no persons currently known to the Plaintiffs and their counsel who were relying on the possible class certification for the waived claim of "overdetention" or the perceived delay in outprocessing once a person has been ordered to be released by a court or paid a bond. However, in the event there are such persons, Defendants hereby agree and stipulate as follows:

- a. Defendants hereby waive and shall not assert the defense of statute of limitations against any person who files a claim in a lawsuit for "overdetention" or the perceived delay in outprocessing once a person has been ordered to be released by a court or paid a bond from June 9, 2001 until four (4) years prior to the Effective Date provided said claim has been filed in another lawsuit no more than sixty (60) days

after the Effective Date.

20. There are no persons currently known to the Plaintiffs and their counsel who do not meet the criteria of **Paragraph 11** who were relying on the possible class certification to include all persons arrested on municipal ordinance, infraction or misdemeanor charges not involving violence, drugs or weapons who, prior to first appearance were incarcerated in the John E. Polk Correctional Facility, and who were strip searched without “probable cause” reported in writing on an incident form. However, in the event there are such persons, Defendants hereby agree and stipulate as follows:

- a. Defendants hereby waive and shall not assert the defense of statute of limitations against any person who files a claim in a lawsuit for “being illegally strip searched” from June 9, 2001 until four (4) years prior to the Effective Date provided said claim has been filed in another lawsuit no more than sixty (60) days after the Effective Date.

21. SCMs who comply with the requirements set forth in this Stipulation of Settlement will be paid specified sums determined by the procedures set forth herein in full satisfaction of all claims.

22. The Stipulation of Settlement, as of the Effective Date, resolves in full all claims against the Released Persons by all of the SCMs, including the Named Representative Plaintiffs RONALD M. PARILLA, ALDA RUGG, THERESA DECLUE, AILEEN NUNEZ, DAVID W. ROBERTS, KIM LEMISTER, SHANE BRADLEY, FRANTARSHIA STAFFORD, and the ESTATE OF BILLY CATES, involving violation of their Fourth Amendment rights, their Fourteenth Amendment rights, or of any other federal, state or local law, regulation, duty, or obligation which are based upon or could be based upon or arise from the facts alleged in Case No. 6:05-cv-850-GAP-KRS filed in the United States District Court, Middle District of Florida, Orlando Division, including the Named Representative Plaintiffs' claims for unlawful strip searching and overdetention or delay in outprocessing. When the Stipulation of Settlement is final, as of the Effective Date, all SCMs, including the Named Representative Plaintiffs, hereby release all such claims.

23. The Parties agree that the Court, by preliminarily approving the Stipulation of Settlement, will be certifying the class as defined in **Paragraph 11**, as the Settlement Class, subject to final approval of this Stipulation of Settlement at the fairness hearing and that the Court shall retain exclusive and continuing jurisdiction of the action, Parties, SCMs, and the Special Master to interpret and enforce the terms, conditions and obligations under this agreement.

24. The parties further agree that once this Stipulation of Settlement is entered as an Order of the Court, the Court shall retain jurisdiction for two (2) years to enforce the implementation of those measures set forth in **Paragraph 18**.

25. As of the Effective Date of this Stipulation of Settlement, the SCMs, including the Named Representative Plaintiffs, hereby waive any and all rights to pursue, initiate, prosecute, or commence any action or proceeding before any court, administrative agency or other tribunal, or to file any complaint with regard to acts of commission or omission by the Released Persons respecting such SCMs with respect to any strip search by Defendants prior to their first appearance which occurred during the Class Period, or for "overdetention" or the perceived delay in outprocessing once a person has been ordered to be released by a Court or paid a bond

26. This Stipulation of Settlement contains all the terms and conditions agreed upon by the Parties hereto regarding the subject matter of the instant proceeding, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein, except as expressly provided herein.

27. The ESTATE OF BILLY CATES shall be substituted for Named Representative Plaintiff BILLY CATES.

28. No Opt-Out shall share in any monetary benefits provided by this Stipulation of Settlement.

29. This agreement is subject to and conditioned upon the final approval of this Stipulation of Settlement and the issuance of the final order by the United States District Court, Middle District

of Florida, Orlando Division, providing the below specified relief, which relief shall be pursuant to the terms and conditions of this Stipulation of Settlement and the Parties' performance of their continuing rights and obligations hereunder. The order and judgment will be deemed final only upon expiration of the time to appeal, or if a Notice of Appeal is filed, upon exhaustion of all appeals and petitions for writs of certiorari. Such final order and judgment shall:

- a. Dismiss with prejudice all complaints in the action as to the Released Persons;
- b. Provide that no SCM shall assert against any Released Person any claims which the SCMs had, has, or may have in the future arising out of the facts alleged in the Complaint;
- c. Release each Released Person from the claims which any SCMs has, had, or may have in the future, against such Released Person arising out of the facts alleged in the Complaint;
- d. Determine that this Stipulation of Settlement is entered into in good faith, is reasonable, fair and adequate, and in the best interest of the Class; and
- e. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Stipulation of Settlement, including Defendants and all SCMs, to administer, supervise, construe and enforce the Stipulation of Settlement in accordance with the terms for the mutual benefit of all the Parties.

30. The parties will take all necessary and appropriate steps to obtain preliminary approval of the Stipulation of Settlement, final approval of the Settlement, and entry of a final order, as described in **Paragraph 29**. If the Court finally approves this Stipulation of Settlement, and if there is an appeal from such decision, the Defendants will not oppose Plaintiffs' efforts to defend the Stipulation of Settlement.

IV.

RESOLUTION AND PAYMENT OF CLAIMS FOR DAMAGES

31. The total settlement amount which shall be used to pay all claims, attorney fees and

litigation expenses shall be \$620,000.00 (Six Hundred and Twenty Thousand Dollars). The total settlement amount will be distributed as follows: (1) \$360,000.00 (Three Hundred and Sixty Thousand Dollars) will be allocated for payment of the nine (9) Named Representative Plaintiffs' claims; (2) \$54,000.00 (Fifty-Four Thousand Dollars) will be allocated to pay all verified claims of the SCMs; and (3) \$206,000.00 (Two Hundred and Six Thousand Dollars) will be allocated to pay attorneys' fees and litigation expenses for the costs and expenses incurred by Class Counsel in the prosecution of this case. Within ten (10) days of preliminary approval by the United States District Court of the terms of this Stipulation of Settlement, Defendants will certify that they have sufficient funds available to them or on deposit to satisfy fully the terms of this Stipulation of Settlement.

32. The payment of \$360,000.00 (Three Hundred and Sixty Thousand Dollars) for the Named Representative Plaintiffs shall be paid by check made out to the client trust account of the Florida Justice Institute, Inc., and shall be delivered within ten (10) days of the Effective Date.

33. The payment of \$54,000.00 (Fifty-Four Thousand Dollars) for the other SCMs shall be paid by check made out to the client trust account of the Florida Justice Institute, Inc., and shall be delivered within ten (10) days of the Effective Date.

V.

**PROCEDURES FOR NAMED REPRESENTATIVE
PLAINTIFFS RECEIVING PAYMENT**

34. The Named Representative Plaintiffs shall be paid by Class Counsel in equal amounts from that portion of the settlement described in **Paragraph 31** promptly after the Effective Date.

VI.

**PROCEDURES FOR DETERMINING PROSPECTIVE CLAIMANTS
AS SCMs AND RECEIVING PAYMENT**

35. Defendants shall provide Class Counsel with access to the files of the six (6) to nineteen (19) persons whom Defendants have pre-determined may have been strip searched prior to first appearance following arrests on charges not involving violence, drugs, or weapons within ten (10)

days of the Court's preliminary approval of this Stipulation of Settlement. Thereafter, counsel for the parties shall jointly review the files, and any other available information of those pre-determined to possibly be SCMs as well as those who submit Claims Forms, to identify the final SCMs.

36. In the event counsel for the parties can not reach agreement on who is a member of the settlement class, counsel for either party may request the Special Master to determine whether the person in dispute qualifies as a SCM.

37. Once a final list of SCMs from the pre-determined possible claimants is completed, Defendants shall provide Plaintiffs' counsel from its various criminal and other data bases, including but not limited to NCIC and FCIC, with the names, and best known addresses of SCMs for purpose of providing notice to them.

38. Class Counsel will send actual notice by first class U.S. Mail of the Stipulation of Settlement to each possible claimant in the form attached as **Exhibit 3** as well as a Claim Form attached as **Exhibit 2**. In addition, Class Counsel will attempt to make personal contact by phone of each possible claimant.

39. Each SCM who submits a timely verified claim form shall be entitled to \$1,800.00 (Eighteen Hundred Dollars). In the event, there are more than thirty (30) verified SCMs, this entire Stipulation of Settlement is withdrawn and will be null and void, and the matter will be placed back on the trial calendar, and a new Case Management Report and Scheduling Order shall be entered. However, the Defendants may at their sole option agree to pay \$1,800.00 (Eighteen Hundred Dollars) to each of the verified SCMs in excess of thirty (30) and thereby allow this Stipulation of Settlement to become the final order of the Court. Any funds remaining from the \$54,000 (Fifty-Four Thousand Dollars) after all verified SCMs have been compensated will be returned to the Defendants. No funds shall be released to any person, including the Named Representative Persons or their counsel, until such time that it is determined and certified to the Court by the parties that the number of verified claims for SCMs is less than or equal to thirty (30), or, in the event the number of verified claims for SCMs is thirty (30) or more, until such time as the Defendants have indicated and stipulated that they

agree to pay the additional excess verified claims over thirty (30). In the event that the Settlement is withdrawn due to the number of verified claims being in excess of thirty (30), the Plaintiffs and their counsel agree to immediately return to the Defendants the \$620,000 (Six Hundred and Twenty Thousand Dollars) in proceeds for the settlement as described above. Defendants shall decide whether to pay any additional excess verified claims over thirty (30) within fourteen (14) calendar days of the Bar Date.

40. Any SCM who fails to timely submit a Claim Form completed in accordance with the instructions contained therein by the Bar Date or any other Court mandated extension, shall be forever barred from receiving any payment pursuant to the Stipulation of Settlement. Such SCM shall in all other respects be bound by all of the terms of the Stipulation of Settlement, and the judgment entered herein, including but not limited to the release of all Released Persons of all claims resolved herein.

VII.

GENERAL CLAIM PROCEDURES

41. To receive payment, an SCM shall be required to timely submit to Class Counsel at the Florida Justice Institute, Inc., an executed Claim Form signed under penalty of perjury and submitted by the Bar Date unless such period is extended by order of the Court.

42. The Claim Form shall be submitted by first class mail and shall be deemed submitted upon the date of the postmark thereon.

43. SCMs who submit claims will be paid by mail at the address specified on the Claim Form or wherever they later direct.

44. The Named Representative Plaintiffs shall be deemed fully compensated by the distribution to them by Class Counsel of \$360,000.00 (Three Hundred and Sixty Thousand Dollars) and shall not be permitted or required to submit Claim Forms.

VIII.

EXCLUSION FROM THE SETTLEMENT CLASS

45. Any potential SCM who wishes to be excluded from the Settlement Class must file a

request to be excluded from the class with the Clerk of the Court, on or before the Bar Date or as the Court may otherwise direct. Named Representative Plaintiffs will not request exclusion pursuant to this paragraph.

46. Any potential SCM who does not timely file a Request for Exclusion shall conclusively be deemed to have become an SCM and to be bound by this Stipulation of Settlement and all subsequent proceedings, orders, and judgments herein.

47. Any SCM who does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney.

IX.

OBJECTING TO THE PROPOSED SETTLEMENT

48. Any SCM who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed settlement. The Court will enter an appropriate order setting forth the procedure for SCMs to submit comments or objections to the proposed settlement and notice of same will be sent to all potential SCMs by first class U.S. Mail.

X.

ATTORNEYS' FEES AND EXPENSES

49. Class Counsel shall receive a total award of \$206,000.00 (Two Hundred and Six Thousand Dollars) for attorney fees, costs and expenses incident to prosecution of this action including any fees and costs incurred in seeking final approval of this Stipulation of Settlement and the defense thereof in any court or jurisdiction. Payment will be made within ten (10) days of the Effective Date by check delivered to Randall C. Berg, Jr., Esq., Class Counsel, c/o Florida Justice Institute, Inc., 100 S.E. Second Street, 4320 Bank of America Tower, Miami, FL 33131-2309, made payable jointly to the Florida Justice Institute, Inc. and the Law Office of Larry Hanks, P.A.

XI.

NOTICE

50. Notice to SCMs who were pre-determined as possible claimants as determined in Part VI

of this Stipulation of Settlement shall be by first class mail, postage prepaid, to all individuals whose addresses are on various data bases maintained or available to the Defendants. Both Parties will exercise their best efforts to update and to verify addresses, including but not limited to addresses of SCMs who are incarcerated. This paragraph shall not limit further appropriate efforts to provide notice.

51. In addition to the Notice specified in **Paragraph 50**, Defendants shall, at their own expense, commence publishing within ten (10) days of the Court's preliminary approval of this Stipulation of Settlement, Notice of this proposed Stipulation of Settlement in the Orlando Sentinel (which is delivered in Seminole County and all counties adjoining Seminole County). The Notice shall be substantially in the form attached as **Exhibit "3,"** shall be published once per week for a period of two weeks, and shall occupy not more than 1/4 of a page of the newspaper.

Respectfully submitted,

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December 29, 2006