

Minute Order Form (06/97)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	David H. Coar	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	96 C 7294	DATE	9/18/2001
CASE TITLE	Kenya Gary vs. Michael Sheahan		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to] FRCP4(m) General Rule 21 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] This court Approves the settlement of this case pursuant to the settlement agreement. The Court finds that the notice given to the class was the best notice practicable under the circumstances. All members of the class are bound by this judgment equally and in all respects regardless of the amount. The court dismisses this case with prejudice retaining jurisdiction for the purposes of enforcing the permanent injunction previously entered in this case. This is a final judgment pursuant to FRCP 58. In the event this is determined not to be a final judgement, the Court direct judgment pursuant to FRCP 54(b) ENTER FINAL JUDGMENT ORDER.
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials PAMF	SEP 27 PM 2:18 SEP FOR DOCKETING	number of notices	Document Number
			SEP 28 2001 date docketed	
			docketing deputy initials	
			SEP 28 2001 date mailed notice	
			mailing deputy initials	
Date/time received in central Clerk's Office				

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Kenya Gary and Tanya Hayes,
individually and on behalf of
a class,

Plaintiffs

vs.

MICHAEL SHEAHAN,
SHERIFF OF COOK COUNTY,
in his official capacity

Defendant

No.96 C 7294

JUDGE David Coar

DOCKETED
SEP 28 2001

FINAL JUDGMENT ORDER

THIS CAUSE has come to be heard on the joint motion of the plaintiffs Kenya Gary and Tanya Hayes on behalf of themselves and others similarly situated, through their attorneys, Thomas G. Morrissey, Ltd., and Robert H. Farley, Ltd., and the defendant, Michael Sheahan, Sheriff of Cook County, by his attorney, Richard A. Devine, State's Attorney of Cook County, through his Assistant State's Attorneys Patrick T. Driscoll, Jr., Thomas M. Burnham and Michael Jacobs for approval of the Joint Stipulation Of Settlement and Notice To The Class (the "Settlement Agreement"). Notice has been given to Class Members as defined in the Settlement Agreement; and all interested parties have been afforded an opportunity to be heard. This Court is fully advised in the premises.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Court approves the settlement of this case pursuant to the Settlement Agreement (attached as Exhibit A) as fair, reasonable, adequate and in the best interests of the Class Members. All terms and provisions of the Settlement Agreement including definitions of terms included therein are hereby incorporated by reference and are made a part of this Order, and the Settlement Agreement shall govern the rights and responsibilities of the Class and Class Members and the Parties. Terms used in this Order shall have the same meaning as set forth in the Settlement Agreement.

2. This Court finds that the Notice given to the Class was the best notice practicable under the circumstances and accurately informed Class Members of the Litigation and of the proposed Settlement, and provided due and adequate notice of those proceedings and of the matters set forth therein to all persons entitled to such notice.

3. All members of the class are bound by this judgment equally and in all respects, regardless of the amount, if any, of payment they will receive pursuant to the Settlement Agreement.

4. Consistent with the terms of the Settlement Agreement, the dismissal of the entitled suit shall be a bar to all class members, plaintiffs and defendant from the bringing of any action based on or including the claim for which this action has been brought with the exception of the pending petition for attorney's fees and costs and enforcing the permanent injunction.

5. The depositing of the settlement amount into an interest bearing account in accordance with the terms and obligations of the Settlement Agreement is approved.

6. The Distribution Formula as described in the Settlement Agreement is hereby approved, subject to modification by further order of this Court. Any order or proceeding relating

to the Distribution Formula or amendment thereto shall not operate to terminate or cancel the Settlement Agreement or affect the finality of this Order approving the Settlement Agreement or any other orders entered pursuant to the Settlement Agreement.

7. This Court hereby decrees that neither the Settlement Agreement nor this Final Judgment Order nor the fact of the settlement is an admission or concession by the defendant of any liability or wrongdoing. This judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Litigation or of any wrongdoing by the defendant.

8. Class Counsel shall not be liable for anything done or omitted in connection with these proceedings, except for their wilful misconduct, the entry of this Order or the administration of the payments to claimants as provided in the Settlement Agreement and this Order.

9. The Court finds that the settlement was arrived at through arm's-length, good faith negotiations among the Parties.

10. The Court has considered the objection of Mildred Claudio-Rivera and other informal objections submitted by plaintiffs counsel during the Fairness Hearing. Having heard arguments and received submissions, the Court has overruled those objections and specifically finds that the Settlement Agreement is fair to all members of the class and that the payment of the settlement fund as provided in the Settlement Agreement is appropriate.

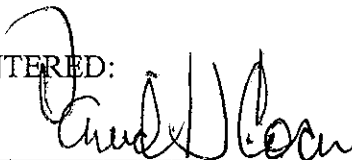
11. The issue of attorneys' fees to be awarded to Class Counsel has been submitted to the Court and is fully briefed. In accordance with the Settlement Agreement, all rulings entered by the Court in regards to attorneys fees and costs will be final and the defendant will not seek an appeal of these rulings. Furthermore, the attorneys fees awarded by the Court shall be paid by the

defendant as provided in the Settlement Agreement.

12. The Court hereby dismisses this case with prejudice retaining jurisdiction for the purposes of enforcing the permanent injunction previously entered in this case, for considering applications for orders authorizing further disbursements from the settlement funds in accordance with the Settlement Agreement and an award of attorneys fees and costs .

13. This is a final judgment pursuant to Fed. R. Civ. P. 58. In the event that this Judgment is determined to be not final, the Court finds and directs, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delaying enforcement or appeal, that the judgment should be entered and that the judgment shall be final and immediately appealable.

DATED: 9/18/01

ENTERED:


JUDGE DAVID H. COAR

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Kenya Gary and Tanya Hayes
individually and on behalf of
a class,

Plaintiffs,

vs.

MICHAEL SHEAHAN,
SHERIFF OF COOK COUNTY
in his official capacity,

RECEIVED

AUG 13 2001

MICHAEL W. DOBBINS
CLERK, U. S. DISTRICT COURT
No. 96 C 7294

Judge David Coar

JOINT STIPULATION OF
SETTLEMENT AND NOTICE TO THE CLASS

Now comes the plaintiffs, through their attorneys, Thomas G. Morrissey, Ltd., and Robert H. Farley, Ltd., and the Defendant, Michael Sheahan, Sheriff of Cook County, by his attorney, Richard A. Devine, State's Attorney of Cook County, through his Assistant State's Attorneys Patrick T. Driscoll, Jr., Thomas M. Burnham and Michael D. Jacobs and submit this Joint Stipulation of Settlement and move this Honorable Court pursuant to Rule 23 of the Federal Rules of Civil Procedure to enter an order: (1) preliminarily approving a Joint Stipulation of Settlement between the Defendant and Plaintiffs; (2) approving and directing the sending of a Notice of Proposed Settlement to the class members under Rule 23(e); and (3) setting dates to file written objections and for a hearing regarding the fairness of the settlement. In support of this motion, the parties state:

1. This case was certified as a class action on April 10, 1997. The class consist of all female inmates who have been subjected to a strip search at the Cook County Department of Corrections (Jail) during the period from November 6, 1994 through October 17, 1997, upon

EXHIBIT A

returning to the Jail from court after there was a judicial determination that there was no longer a basis for their detention other than to be processed for release. Pursuant to Rule 23 (c) (2), opt-out notices were sent to putative class members by first class mail. In addition, on September 1, 2000, a notice was sent by first class mail to the putative class members advising them of the Court's finding that the Jail's strip search practice was unconstitutional and informing them of the procedures for filing a claim form in order to be eligible to share in any award of monetary damages.

2. Prior to entering into settlement negotiations, counsel for the Plaintiff Class and Defendant reviewed and analyzed the complex legal and factual issues presented in this action, the risks and expense involved in pursuing the litigation to conclusion, the likelihood of recovering damages in excess of those obtained through this settlement from Defendant, the protracted nature of the litigation and the likelihood, costs and possible outcomes of one or more procedural and substantive appeals.

3. With this Court's approval, Judge Andersen held several settlement conferences with the attorneys for the class and the defendant. Due in no small part to the persistence of Judge Andersen, the parties entered into the following proposed settlement agreement:

(A) A settlement fund in the amount of \$6,882,500, exclusive of attorneys fees and costs, will be created by the County of Cook on behalf of the Defendant. The settlement fund will be distributed among the class members according to the formula attached and made part of this Joint Stipulation as Exhibit A.

(B) In order to share in this settlement, members of the class must have submitted a properly completed claim form by June 1, 2001, and met the eligibility requirements of the class. In many cases the legal names of class members may differ

from the computer records of putative class members covering the period from November 6, 1994 through October 17, 1997. Defendant agrees to cooperate with Class Counsel to make sure that the settlement checks are issued to eligible class members in their legal or commonly known names. After sending the notice of settlement, as well as the notice required in paragraph five (5), the Defendant and Cook County have no further responsibility to locate or notify class members.

(C) Defendant will comply with all orders of the Court for the payment of the reasonable attorneys fees and costs of Class Counsel, in addition to the amount contributed to the settlement fund. The Court has previously made partial awards of interim fees and costs to Class Counsel on September 14, 1999 and June 23, 2000. Plaintiffs shall provide defendant with the information required under Local Rule 54-3 by , 2001 and the defendant will review and furnish Class Counsel with any written objections to such fees and costs by August 3, 2001. Class Counsel will then make an application to this Court for the approval of reasonable attorneys fees and costs. The defendant agrees that all rulings entered by this Court in regards to attorneys fees and costs will be final and will not seek an appeal of these rulings.

4. Class Counsel shall provide the notices through a third party mailing service. Each class member will be sent a notice by first class mail addressed to her last known address.

5. Defendant has had an opportunity to copy and review all claim forms received pursuant to the Notice dated September 1, 2000. If defendant desires to challenge **any class member** who has filed a proof of claim, the defendant will send a written notice of rejection to that class member by first class mail by August 3, 2001. Any class member sent a notice of rejection by

the defendant shall be permitted to file an amended claim by August 24, 2001. If the amended claim is rejected by defendant, the class member will again be notified by first-class mail sent by September 7, 2001 of such rejection, and informed of her right to contest the rejection by filing a timely notification of intention to contest with the Court by September 28, 2001.

6. Plaintiffs will take all necessary and appropriate steps to obtain approval of the Stipulation of Settlement and dismissal of the action with prejudice. If the District Court approves this Stipulation of Settlement, and there is an appeal from such decision, the defendant will join the plaintiffs in defense of the Stipulation of Settlement.

7. Defendant, the County of Cook and the Office of the States Attorney will not exercise its right to reduce the amount of the settlement payment made to class members by exercising its right of recovery of public assistance payments made to claimants, unpaid taxes, fines, judgments, delinquent child support payments and unpaid bills owed to any Cook County entity; however such debts will remain due and owing and are not waived, abated or abandoned.

8. The settlement fund will be distributed to the class within 30 days of the "Effective Date". The "Effective Date" means the date upon which a judgment approving the Stipulation of Settlement becomes final. The judgment will be deemed final only upon the expiration of the time to appeal, or if an appeal is filed, upon exhaustion of all appeals and petition for certorari, if filed, has been ruled upon.

9. Within 30 days of the "Effective Date" the settlement funds will be deposited into an interest bearing checking account. Any interest earned on the checking account will be allocated initially for the costs of locating eligible class members. In the event that there remains any interest earned on these funds on July 12, 2002, the parties will make recommendations to the Court for cy pres distributions.

10. The attorneys fees awarded by the Court shall be paid by defendant as follows:

(a) Fifty percent of the attorneys fees awarded and 100% of the costs awarded shall be paid within 30 days after the "Effective Date".

(b) The remaining fifty percent of the attorneys fees awarded shall be paid 90 days after the "Effective Date".

(c) The pending petition for interim attorneys fees and any subsequent petitions for interim attorneys fees shall be paid within 30 days of entry of the order.

11. In the event that there remains undistributed money from the settlement funds on August 19, 2002, the parties will make recommendations to the Court for cy pres distribution, with the Court making the determination for cy pres distribution.

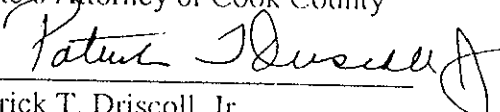
12. Counsel for the class believes that the settlement of this action on the terms and conditions set forth herein is fair, reasonable and adequate, and it will be in the best interest of members of the class.

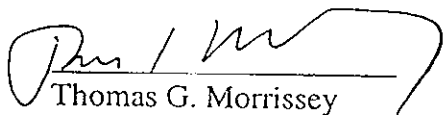
13. The defendant does not admit any wrongdoing or liability and specifically denies such wrongdoing or liability. If approved, the settlement will discharge defendant from liability to the class members.


14. The parties desire to settle and compromise the litigation on the terms and condition embodied herein.

Wherefore, the parties jointly move the Court enter an Order: (1) preliminarily approving the proposed Joint Stipulation of Settlement, (2) approving and directing the sending of a Notice of Proposed Settlement which is attached as Exhibit B; and (3) setting dates for objections and a hearing regarding the fairness of the settlement. A proposed preliminary approval order is attached as Exhibit C.

Respectfully Submitted,
Richard A. Devine
State's Attorney of Cook County

By: 
Patrick T. Driscoll, Jr.
Chief, Civil Actions Bureau
State's Attorney of Cook County


Thomas G. Morrissey
One of the Attorneys for the Class

Michael F. Sheahan
Sheriff of Cook County, Illinois
By: 

DISTRIBUTION FORMULA

1. The Settlement Funds shall be paid to class members with approved claims pursuant to the following formula:
2. The \$6,882,500 Settlement Fund will be distributed equally among the eligible class members after distributions to the named two class representatives and the four claimants who were subjected to extensive psychiatric and psychological examinations by the defendants. These women are entitled to additional compensation due to the fact that they each contributed substantial time, effort, and expense toward the prosecution of the case for the class.
3. Named class representatives Kenya Gary and Tanya Hayes shall each receive \$25,000 and Mildred Claudio, Glenda Clayton, Elsie Bergens and Gina Goines shall each receive \$25,000.