

FILED

UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

JUL 24 2006

ELIZABETH LEYBA, NATASHA
APODACA, NANCY ELLIN, MONICA
GARCIA, LUCY M. MARQUEZ, MARK
MILLER, COPPER PERRY, DAVID
SANDOVAL, KRISTI SEIBOLD, RUSSELLA
SERNA, and KIMBERLY WRIGHT,
on their own behalf and on behalf of a class of
similarly situated persons,

MATTHEW J. DYKMAN
CLERK

Plaintiffs,

vs.

No. CIV-05-0036 BB/ACT

SANTA FE COUNTY BOARD OF
COMMISSIONERS; MANAGEMENT
& TRAINING CORPORATION;
SANTA FE COUNTY SHERIFF GREG
SOLANO, in his individual and official
capacities; FORMER SANTA FE COUNTY
SHERIFF RAYMOND L. SISNEROS, in his
individual and official capacities; and KERRY
DIXON, in his individual and official capacities.

Defendants.

**ORDER GRANTING PRELIMINARY APPROVAL
OF SETTLEMENT AGREEMENT AND APPROVING
THE FORM AND MANNER OF NOTICE**

THIS MATTER came before the Court upon the Joint Unopposed Motion of
Plaintiffs Elizabeth Leyba, Natasha Apodaca, Nancy Ellin, Monica Garcia, Lucy M.
Marquez, Mark Miller, Copper Perry, David Sandoval, Kristi Seibold, Russella Serna,
and Kimberly Wright (collectively "Named Plaintiffs"); Defendants Management &
Training Corporation and Kerry Dixon ("MTC Defendants"); and Santa Fe County Board
of Commissioners, Santa Fe County Sheriff Greg Solano, and Former Santa Fe County

Exhibit B

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Sheriff Raymond L. Sisneros, ("Santa Fe County Defendants") (hereinafter collectively referred to as "the Parties") for preliminary approval of the Stipulation of Settlement ("Settlement Agreement") entered into by the Parties. The Court has considered the facts and legal authorities set forth in the Parties' Joint Unopposed Motion for Preliminary Approval, has reviewed the terms of the Settlement Agreement, and has determined that there is good cause for preliminary approval. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court preliminarily approves the Settlement Agreement as fair, reasonable, and adequate. Neither this preliminary order of approval nor the Settlement Agreement is a finding or an admission by Defendants of any liability or wrongdoing whatsoever.
2. The Court concludes that (1) the Settlement Class (as that term is defined in the Settlement Agreement) is so numerous that joinder of all members is impracticable, (2) there are questions of law and fact common to the Settlement Class, (3) the claims of the Named Plaintiffs are typical of the claims of the Settlement Class, (4) the Named Plaintiffs will fairly and adequately protect the interests of the Settlement Class, (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members, and (6) a class action is superior to other available methods for the fair and efficient adjudication of this controversy.
3. Pursuant to Fed. R. Civ. P. 23 and the Settlement Agreement, the Court hereby certifies a Settlement Class as that term is defined in the Settlement Agreement.

4. The Court appoints Named Plaintiffs Elizabeth Leyba, Natasha Apodaca, Nancy Ellin, Monica Garcia, Lucy M. Marquez, Mark Miller, Copper Perry, David Sandoval, Kristi Seibold, Russella Serna, and Kimberly Wright as Class Representatives.

5. The Court appoints Mark H. Donatelli, Robert R. Rothstein and John C. Bienvenu of Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburger, & Bienvenu, LLP as Class Counsel.

6. The Court approves the Administrator, as that term is defined in the Settlement Agreement, to be stipulated to by the Parties or to be determined by further order of the Court, and authorizes the Administrator to perform those duties as defined in the Settlement Agreement.

7. The Court approves the Notice of Class Action and Proposed Settlement in the form attached to the Settlement Agreement as Exhibit 2. The Court approves the Claim Form attached to the Settlement Agreement as Exhibit 1. The Court approves the Opt-Out Form attached to the Settlement Agreement as Exhibit 5.

8. Within thirty (30) days of the entry of this Order, the Defendants shall provide to the Administrator and Class Counsel the "Database" as that term is defined in the Settlement Agreement, and shall transmit by wire transfer or certified funds the Settlement Fund and the amount of administrative expenses (as defined in Paragraph 30 of the Settlement Agreement) to the Administrator or the Administrator's designee for deposit in an interest-bearing qualified settlement fund.

9. The Administrator is directed to mail the Notice of Class Action and Claim Form ("Notice Package") to all members of the Settlement Class as set forth in the Settlement Agreement. The Administrator is further directed to publish the Notice as set

forth in the Settlement Agreement, and to ensure that announcements are made on the radio as set forth in the Settlement Agreement.

10. Such dissemination of the Notice of Class Action is the best notice practicable under the circumstances, within the meaning of Rule 23(c)(2)(B), Federal Rules of Civil Procedure.

11. The Court will conduct a Final Approval Hearing on 12/8/06 at 10:00 AM [at least one hundred thirty five (135) days after Preliminary Approval] to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate to the Settlement Class, and whether judgment should be entered accordingly.

12. Any Settlement Class member who so desires may object to the proposed settlement, or the proposed form of Final Approval, provided that the Class member refrains from opting out of the Settlement Class and otherwise complies with the procedures described in the Notice of Class Action and Proposed Settlement.

13. The Final Approval Hearing may be continued or adjourned by order of the Court without further notice to the Class.

14. If the Settlement Agreement is finally approved by the Court, then upon the occurrence of the effective date, all Settlement Class members who do not timely exclude themselves from the Settlement Class—whether or not they file a timely and valid Claim Form, or any claim at all—will be barred and enjoined from asserting any of the claims released in the Settlement Agreement, will conclusively be deemed to have released any and all such claims, and will be subject to and bound by the provisions of the Settlement Agreement and the Final Judgment.

15. Until the Court finally determines whether the Settlement Agreement should be approved, no member of the Settlement Class who has not timely and validly opted out of the settlement may commence or prosecute any action or proceeding in any forum asserting any of the claims that are the subject of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____


U.S. DISTRICT COURT JUDGE