

The Honorable Marsha J. Pechman

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JASMINE MARIE WELLS, on behalf of
herself and the class of women prisoners of
the King County Department of Adult
Detention, who she represents, and BRIAN
WALTON,

No. C02-601P

ORDER APPROVING
SETTLEMENT

Plaintiffs,

vs.

THE CITY OF SEATTLE, a municipal
corporation; JOHN DOE, in his capacity as a
police officer for the City of Seattle, and as
an individual; RICHARD ROE, in his capacity
as a police officer for the City of Seattle, and
as an individual; KING COUNTY, a
municipal corporation; STEVE THOMPSON,
Director of the King County Department of
Adult and Juvenile Detention, in his official
and individual capacities; and JIM ALLEN,
Training Manager for the King County
department of Adult and Juvenile Detention,
in his official and individual capacities.

Defendants.

THIS MATTER came on for hearing on the parties' Joint Motion to Approve
Settlement. The Court read and considered the submissions of the parties; being

ORDER APPROVING SETTLEMENT - 1
(Cause No. CV 02-601 P)

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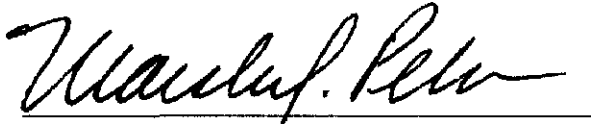
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fully advised, the Court ORDERS as follows:

1. The Joint Motion to Approve Settlement is GRANTED;
2. The claims of Jasmine Marie Wells and Brian Walton are DISMISSED WITH PREJUDICE AND WITHOUT COSTS;
3. The potential claims of any putative class members in this case are DISMISSED WITHOUT PREJUDICE AND WITHOUT COSTS;
4. With respect to claims of persons within plaintiffs' putative class, the statute of limitations shall be tolled from April 19, 2002 until the date hereof;
5. The remaining provisions in the Settlement Conference Agreement attached hereto are APPROVED;
6. Notice of this settlement is not required to be given to putative class members.

DATED this 5 day of Feb., 2003.



The Honorable Marsha J. Pechman

PRESENTED BY:
MILLS MEYERS SWARTLING

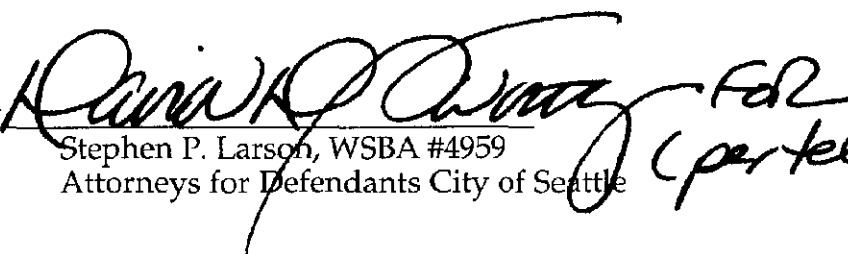
By: 
David D. Swartling
WSBA #6972

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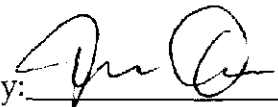
NORM MALENG
KING COUNTY PROSECUTING ATTORNEY

By: 
Kristofer Bundy
WSBA #19840
John Gerberding
WSBA #23157
Attorney for Defendants King County,
Steve Thompson & Jim Allen

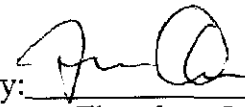
STAFFORD FREY COOPER

By: 
Stephen P. Larson, WSBA #4959
Attorneys for Defendants City of Seattle (per telephone authorization)

LAW OFFICES OF FRED DIAMONDSTONE

By: 
Fred Diamondstone, WSBA #7138
Attorneys for Plaintiffs Jasmine Marie Wells
and Brian Walton

LAW OFFICES OF THEODORE SPEARMAN

By: 
Theodore Spearman, WSBA #16695
Attorneys for Plaintiffs Jasmine Marie Wells
and Brian Walton

Wells and Walton

CV 02-601P

v.

Seattle and King County defendants.

Settlement Conference Agreement

Pursuant to Order of Reference from the Honorable Marsha J. Pechman a settlement conference was held in the above referenced matter, January 2, 2003, with U.S. Magistrate Judge, J. Kelley Arnold. Attorneys Fred Diamondstone and Theodore Spearman met personally (and plaintiffs Jasmine Wells and Brian Walton conferred telephonically) with Judge Arnold. Attorneys Stephen Larson, Dave Onsager, and Sean Sheehan representing the City of Seattle defendants and Attorneys David Swartling, John Gerberding, and Kris Bundy representing the King County defendants met personally with Judge Arnold. Also in attendance were Jennifer Nelson (King County Risk Management) and defendant Steve Thompson.

Economic:

Total sum to be paid by all defendants to both plaintiffs including attorneys fees incurred to date and to be incurred through final resolution of this matter is \$115,000, allocated as follows:

Net to plaintiff Walton: \$15,000	Walton Attorney's Fees	\$ 7,500
Net to plaintiff Wells: \$32,500	Wells Attorney's Fees:	\$60,000

It is agreed that plaintiff Walton shall have until 5:00 p.m. January 3, 2003, to reject in writing (by way of FAX) his portion of the proposed settlement which involves only the City of Seattle defendants; It is agreed that plaintiff Wells is bound by the terms of this agreement through the signature of her attorneys below.

Non-economic/Equitable:

1. The parties shall present the final resolution of this matter to Judge Marsha J. Pechman for approval. The agreement shall provide for dismissal with prejudice of plaintiffs Wells and Waltons claims. Wells will sign a single release of all claims including civil rights claims against all defendants, their agents and employees which release shall describe her physical injuries including, but not limited to injuries to plaintiff Well's wrists, physical arrest, pain and suffering and mental and emotional distress. The agreement shall provide for dismissal without prejudice of plaintiff's proposed (but not certified) class. With regard to the proposed class the parties agree as follows: (1) the statute of limitations shall be tolled from the date of the filing of the amended complaint (April 19, 2002) and date the order is entered dismissing Wells claims; and (2) plaintiff's counsel Diamondstone and Spearman aver that they do not presently have a person to serve in a representative capacity to pursue new litigation, however it is understood that

this agreement in no way precludes any third party from instituting an action on their own behalf or on behalf of the class. The parties will use their best efforts to obtain court approval of this settlement without the requirement of notice to putative class members, unless the law requires otherwise.

2. Walton will execute a full and final release of all claims arising from the arrest of November 30, 2000, against the City of Seattle and its agents, officers, and employees, including Captain Daniel Oliver. The settlement between Walton, the City of Seattle, and its officers and employees is contingent upon Judge Pechman's approval of the settlement agreement between Jasmine Wells and the King County defendants.

3. The parties agree that a version understandable to lay persons of the "Grew" Order shall be posted in holding cells and dress out areas of the King County Jail.

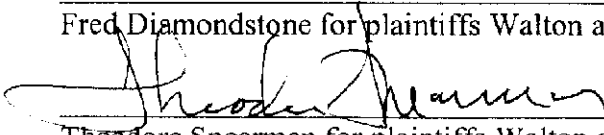
4. King County agrees that the current visual separation curtain shall be utilized to screen from view those persons protected by the "Grew" Order and that a seat of some sort shall be available for those persons being asked to change into institutional clothing; the defendant King County agrees to give notice to plaintiff's counsel of any proposed future change regarding these practices for prisoners protected by the "Grew" Order for a period of ten years. The curtain/screen arrangements and seating arrangements shall be made available to plaintiff's counsel for viewing and comment January 3, 2003.

5. U.S. Magistrate Judge, J. K. Arnold, shall resolve any dispute arising out of the non-economic conditions of the settlement.

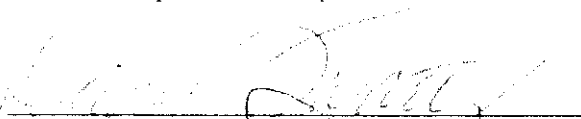
January 2, 2003.



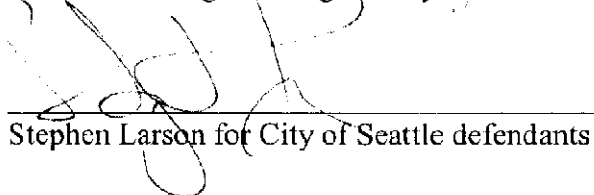
Fred Diamondstone for plaintiffs Walton and Wells



Theodore Spearman for plaintiffs Walton and Wells



David Swartling for King County defendants



Stephen Larson for City of Seattle defendants