

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Settlement Agreement") is made and entered this ____ day of _____, 2003, by and between defendants St. Croix County, Wisconsin; Dennis D. Hillstead, individually, and in his official capacity as the St. Croix County Sheriff; Karen Humphrey, individually, and in her official capacity as Jail Administrator of the St. Croix County Jail; Kristen Anderson, individually and in her official capacity as a St. Croix County Deputy Sheriff; Terry Larson, individually and in his official capacity as a St. Croix County Deputy Sheriff; Lisa Opel, individually and in her official capacity as a St. Croix County Deputy Sheriff; Shelby Lane, individually and in her official capacity as a St. Croix County Deputy Sheriff; and Wisconsin Municipal Mutual Insurance Company, (hereinafter collectively "Defendants and Insurer") and Named Plaintiffs Travis Brecher and Renee Houser (formerly Renee Jensen) (hereinafter collectively "Named Plaintiffs"), individually and as representatives of others similarly situated, which constitutes the Plaintiff Class as defined below, acting by and through their undersigned counsel, Robins, Kaplan, Miller & Ciresi, L.L.P., who is Class Counsel. As used herein, "The Parties" shall refer collectively to the Defendants and Insurer and The Named Plaintiffs.

RECITALS

1. The Named Plaintiffs brought a cause of action against the Defendants alleging that they were illegally strip searched at the St. Croix County Jail and seeking damages under 42 U.S.C. § 1983 for violation of their rights secured by the Fourth and Fourteenth Amendments of the Constitution of the United States. The cause was filed in the Federal District Court for the Western District of Wisconsin, as Case Number 02-C-0405-C ("the Subject Lawsuit").

2. The Defendants have not admitted liability.

3. The Named Plaintiffs, the Plaintiff Class, and the Defendants desire to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, to avoid further expenses, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the covenants, releases, orders and judgments contemplated by this Settlement Agreement so as to settle and put to rest totally and finally the matters raised by the Subject Lawsuit.

4. Counsel for the Named Plaintiffs and the Plaintiff Class in the subject Lawsuit has conducted substantial discovery, investigations and negotiations and, considering the benefits of the settlement and the risks of litigation, has concluded that it is in the best interest of the Named Plaintiffs and the Plaintiff Class to enter into this Settlement Agreement. The Named Plaintiffs and Class Counsel agree that this settlement is fair, reasonable and adequate with respect to the interests of the Named Plaintiffs and the Plaintiff Class, and should be approved by the Trial Court pursuant to Federal Rule of Civil Procedure 23 (e).

COVENANTS AND RELEASES

In consideration of the premises and mutual promises, covenants and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the Parties agree as follows:

1. CLASS CERTIFICATION

1.1 That the settlement is by and for the benefit of the class as defined and certified in the Court's order dated February 13, 2003, to wit:

"All United States citizens arrested for misdemeanors or ordinance offenses unrelated to weapons or illegal drugs who were required by

officers of the St. Croix County jail to remove their clothing for visual inspection of their genitals, pubic area, buttocks, or breasts between August 6, 1996, and February 27, 2001.”

2. PRELIMINARY APPROVAL

Upon execution of this Settlement Agreement, the Named Plaintiffs and the Defendants shall jointly petition the Court for Preliminary Approval of this Settlement Agreement, and agree to use their best efforts to obtain such Preliminary Approval.

3. NOTICE OF PROPOSED CLASS SETTLEMENT

3.1 Upon preliminary Approval by the Court, Class Counsel agrees to provide notice of the proposed settlement to the Final Plaintiff Class Members as defined in Section V. of the Joint Petition For Preliminary Approval Of The Settlement Between The Defendants And The Plaintiff Class, in a form approved by the Court, as required by Federal Rule of Civil Procedure 23 (e). In petitioning the Court for Preliminary Approval, the Parties will recommend to the Court that Notice of the proposed settlement will be sent by first class mail, postage prepaid, to all Final Class Members.

3.2 The Plaintiffs will mail this notice, and/or any other notice required by the Trial Court, within 15 days of the Court's order of preliminary approval of this Settlement Agreement.

4. FINAL COURT APPROVAL

4.1 After notice is given to the Final Plaintiff Class as described above, the Named Plaintiffs and the Defendants shall jointly move for the Court's final approval of this settlement, and agree to use their best efforts to obtain such approval. If any party or person legally entitled to object objects to this proposed settlement, the Parties will use their best efforts to meet such objection. If any party or person legally entitled to object

appeals the Court's order of final approval of the settlement, the Parties will use their best efforts to defeat the appeal.

4.2 The terms of this Settlement Agreement are subject to the Court's final approval and, in the event the settlement is appealed, the approval of all applicable appellate courts. If the Court or any appellate court enters an order altering this Settlement Agreement in a way that materially and adversely affects a Party, that Party may void the Settlement Agreement within three (3) business days from the date the Court or appellate court enters such an order by giving written notice of intent to void the settlement to the opposing party's counsel.

5. DISMISSAL OF THE LAWSUIT

If no Party gives notice of intent to void the settlement as described in paragraph 3 above, the Named Plaintiffs, individually and as representatives of the Final Plaintiff Class Members, shall execute and cause to be filed with the Trial Court in the Subject Lawsuit an agreed order of dismissal with prejudice on the merits of all claims against the Defendants. The agreed order of dismissal with prejudice on the merits shall be filed by Named Plaintiffs within seven (7) business days after The Date of Final Approval, but not before the three-day period described in paragraph 4 above has lapsed.

6. RELEASES, COVENANTS AND PROTECTION FROM FUTURE LITIGATION

6.1 The Named Plaintiffs and all members of the Final Plaintiff Class agree fully and finally to ACQUIT, RELEASE, WAIVE and DISCHARGE the Defendants and Insurer of and from any and all claims, demands, cross-actions and causes of action at law or in equity, whether statutory, contractual, in tort, or otherwise, as well as any other kind of legal, equitable or administrative action, claimed or possessed by any member of the Final

Plaintiff Class, whether known or unknown, in whole or in part, for or on account of, or arising or growing out of, or based upon, relating to or concerning, whether directly or indirectly, any and all matters and dealings relating to the allegations forming the basis for this lawsuit ("The Released Claims"). This Release fully extinguishes all claims and causes of action, including but not limited to those for: subrogation, compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; and statutory damage awards. In making this Release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages has been paid. It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today. It is understood in making this Release, that the Named Plaintiffs and all members of the Final Plaintiff Class will have no right to make a claim against anyone, including the parties released, for more money even if later dissatisfied with this settlement for any reason whatsoever.

This release also fully extinguishes any claims or causes action against the released parties under the Wisconsin Uniform Marital Property Act. In making this representation, the Named Plaintiffs and all members of the Final Plaintiff Class agree to indemnify the released parties for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages to which this release relates based upon subrogation, derivation or assignment.

Upon the date that the Court gives Final Approval of this Settlement Agreement, each member of the Final Plaintiff Class who has not timely and properly excluded him or herself by opting out of the Final Plaintiff Class shall be deemed to have given this release. St Croix County specifically denies any liability arising out of the events forming the basis of plaintiffs' Complaint.

6.2 The Named Plaintiffs and all members of the Final Plaintiff Class agree that this Settlement Agreement shall be construed to be, and is, a covenant by the Named Plaintiffs and all members of the Final Plaintiff Class, for themselves, their affiliates, agents, successors and assigns, not to sue, institute, or instigate any legal, equitable or administrative proceedings against the Defendants for any Released Claim. The Named Plaintiffs and all members of the Final Plaintiff Class agree and acknowledge that the covenants not to sue in this Settlement Agreement are made to inure to the benefit of, and are specifically enforceable by, the Defendants and their agents, employees, representatives, directors, officers, parent companies, subsidiaries, affiliates, heirs, executors, predecessors, successors, and assigns. Upon the date that the Court gives Final Approval of this Settlement Agreement each member of the Plaintiff Class who has not timely and properly excluded him or herself by opting out of the Plaintiff Class shall be deemed to have made these covenants.

6.3 The Named Plaintiffs and the Final Plaintiff Class represent and warrant that they are the current legal and beneficial owners of the Released Claims and that they have not assigned, pledged or contracted to assign or pledge any such Released Claim to any person.

6.4 The Named Plaintiffs and the Final Plaintiff Class warrant and represent that they

have asserted no claim in the Subject Lawsuit except those that they own, that they can provide a complete resolution of their claims in the Subject Lawsuit, and that no part of the Named Plaintiffs' or Final Plaintiff Class' claims in the Subject Lawsuits against the Defendants and Insurer will remain viable after the dismissal of the Subject Lawsuit.

6.5 The terms of the release and covenants provided and effectuated by this Settlement Agreement are to be very broadly construed in favor of the Defendants and in favor of the complete resolution of all claims that were actually raised in, or could have been raised in, the Subject Lawsuit.

7. SETTLEMENT TERMS

As a Compromise Settlement of the Subject Lawsuit, and in exchange for the releases and covenants above described, Defendants agree as follows:

7.1 To pay a total of Six Million and Nine Hundred and Sixty Five Thousand Dollars (\$6,965,000.00), which will be paid as follows:

- A. Thirty Five Thousand Dollars (\$35,000.00) to named plaintiff Travis Brecher;
- B. Thirty Five Thousand Dollars (\$35,000.00) to named plaintiff Renee Houser (formerly Renee Jensen);
- C. Five Million and Five Hundred Thousand Dollars (\$5,500,000.00) to be divided equally, on a per search basis, among all Final Class Members who come forward and make a claim for compensation (see process described below); and
- D. One Million and Three Hundred and Ninety Five Thousand Dollars (\$1,395,000.00) to Class Counsel as combined fees and costs. From this amount Class Counsel will be reimbursed for all costs, including the costs previously incurred in sending notice of this lawsuit to all potential class members. A portion of this amount will also be

used by Class Counsel to provide the notice of proposed settlement described in this Settlement Agreement, to provide the Claim forms and to disburse the settlement proceeds to all persons making a claim.

7.2 Upon Final Approval of the Settlement, each Final Class Member, i.e. Class members to whom Notice of Class action was previously successfully sent and who did not opt out of participation in the subject litigation, will be sent by first class mail, postage prepaid, a Claim Form, stating the number of qualifying strip searches that the class member may claim compensation for and instructing him or her on how to make a claim for compensation. Upon receipt of all returned Claim Forms, the total number of searches for which a claim has been made will be calculated. In this regard, each search for which a claim is made by a person who was a juvenile at the time of the strip search will be counted as 1.5 searches for the purposes of determining the Total Number of Claimed Searches. Defendants have identified 29 juveniles whom they have notified of this lawsuit.

7.3 The Five Million and Five Hundred Thousand Dollars (\$5,500,000.00) will then be divided by the Total Number of Claimed Searches. The resulting figure will constitute the Per Search Compensation Amount. A Check will then be mailed to each Class Member who returned a Claim Form in an amount equal to the Per Search Compensation Amount times that person's number of qualifying searches. Juveniles making a claim will receive a check for one and one half (150%) of the Per Search Compensation Amount times that juvenile's number of qualifying searches.

7.4 Thirty days after the court's Final Approval of the settlement, or by February 10, 2004, whichever is later, Defendants will make payment of the Six Million and Nine Hundred and Sixty Five Thousand Dollars (\$6,965,000.00). Payment will be made by

transfer of this amount to Class Counsel's trust account. Class Counsel will then make payment directly to the Named Plaintiffs and all Final Class Members making a claim for compensation out of this trust account, or in Class Counsel's discretion, hire a third-party administrator to make these payments.

7.5 Payment to Class Members submitting a Claim Form will be made within 20 days of the court approved deadline for submitting a Claim Form or with 20 days of the receipt by Class Counsel of the payment of the Six Million and Nine Hundred and Sixty Five Thousand Dollars (\$6,965,000.00), whichever is later.

Pursuant to the Court's order dated March 5, 2003, plaintiffs have not been made aware of the identities of these juveniles.

7.6 Within 14 days of the disbursement of all proceeds, Class Counsel will provide an accounting to the Court and to counsel for the Defendants showing the names and addresses of all persons receiving compensation and the amount of that compensation, and certifying that all funds have been disbursed. In the event that any mailed checks are not cashed within 6 months of the date of mailing, or are returned as undeliverable and the intended recipient cannot be located, the total funds unclaimed will be returned to the defendants.

7.7 It will be Class Counsel's responsibility to make payments as necessary to any other affiliated or co-counsel who have been involved in the Subject Lawsuit. This lump sum amount is the total amount that will be paid by Defendants for all attorneys' fees and costs in connection with the Subject Lawsuit and this Settlement, regardless of whether any Class member or other person engages separate or additional legal counsel or incurs separate or additional attorneys' fees or costs.

This Settlement Agreement, including exhibits, may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

9.4 Authority of Persons Signing Settlement Agreement

The individuals executing this document for the Parties represent and warrant that they do so with full authority to bind each such party to the terms and provisions in this Agreement.

9.5 Entire Settlement Agreement

This Settlement Agreement is the entire agreement and understanding among each of the Parties relating to this subject matter and supersedes all prior proposals, negotiations, agreements and understandings between the parties. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding respecting any part or all of the subject matter of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.

9.6 Governing Law and Venue and Jurisdiction

This Settlement Agreement shall be governed and construed by, and follow the law of, the Federal Western District of Wisconsin and the Seventh Circuit. Jurisdiction and Venue for all proceedings in connection with this Settlement Agreement or arising as a result of any matter relating to this Settlement or addressed in this Agreement shall be in the Federal District Court for the Western District of Wisconsin, the Honorable Barbara Crabb, presiding.

9.7 Further Assurances

Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Settlement Agreement. In this connection, each Party shall take any and all actions, and execute, have acknowledged, and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Settlement Agreement.

9.8 Notification and Disbursement Costs

Class Counsel, out of the payment of \$1,395,000 for fees and costs, agrees to bear the costs of notifying Final Class Members of the proposed Settlement, of distributing Claims Forms and of disbursing settlement proceeds. Should the court not approve the payment of \$1,395,000 in fees and costs, Class Counsel's agreement to bear these costs is null and void and the issue of all costs subject to renegotiation.

9.9. Costs Generally

Notwithstanding Class Counsel's agreement to bear the costs of notifying Final Class Members of the proposed Settlement, of distributing Claims Forms and of disbursing settlement proceeds, and the other specific costs and duties assigned to each particular party in this Settlement Agreement, and notwithstanding Defendant's agreement to pay the attorneys' fees and costs specified in paragraph 7, the Parties hereby each

AGREED AND STIPULATED:

Date: 12.5.03

Renee M. Houser
Renee Houser (formerly Renee Jensen), Named
Plaintiff, for herself and on behalf of others
similarly situated

STATE OF Minnesota §
COUNTY OF Mille Lacs §

BEFORE ME, the undersigned authority, on this day personally appeared Renee Houser (Formerly Renee Jensen), who is known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has authority to execute the same on behalf of himself and the Plaintiff Class and that he has executed the same in the capacity and for the purposes and consideration expressed in the Settlement Agreement.

GIVEN under my hand and seal of office, this 5 day of December 2003.

Lea M St Onge
Notary Public in and for
the State of Minnesota
My commission expires: 11/31/05




AGREED AND STIPULATED AND CONSENT OF ATTORNEY:

As attorney for the named Plaintiffs and as Class Counsel, I have reviewed the terms of this settlement and I consent to this settlement as required by Wisconsin Statutes § 757.38.

Date: 12-17-03

ROBINS, KAPLAN, MILLER & CIRESI LLP

By: 
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and

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**ATTORNEYS FOR PLAINTIFFS TRAVIS
BRECHER AND RENEE HOUSER,
INDIVIDUALLY, AND ON BEHALF
OF ALL OTHERS SIMILARLY SITUATED**

AGREED AND STIPULATED:

ST. CROIX COUNTY, WISCONSIN

By: *C. W. Mick*
Its: *Chair*

STATE OF *Wisconsin* §
COUNTY OF *St. Croix* §
§

C. W. Mick the *Chair* BEFORE ME, the undersigned authority, on this day personally appeared of ST. CROIX COUNTY, WISCONSIN, who is known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has authority to execute the same on behalf of ST. CROIX COUNTY, WISCONSIN, and that he has executed the same in the capacity and for the purposes and consideration therein expressed.

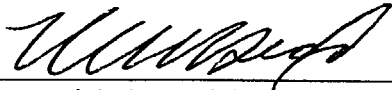
GIVEN under my hand and seal of office, this *3d* day of *May*, 200*7*

Pamela E Bune
Notary Public in and for
the State of *WI*
My commission expires: *12-30-2007*

AGREED AND STIPULATED:

Date: 5-17-04

**CRIVELLO, CARLSON, MENTKOWSKI &
STEEVES, S.C.**

By: 
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