

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

**ANDREA DUNN, on behalf of herself and
all others similarly situated,**

Plaintiff;

v.

**COUNTY OF WILL and MIKE KELLEY,
Sheriff of Will County, individually and in
his official capacity.**

Defendants.

Case No. 18 CV 6304

Hon. Charles P. Kocoras

Hon. Young B. Kim

CLASS ACTION RELEASE AND SETTLEMENT AGREEMENT

This Class Action Release and Settlement Agreement (“Agreement”) is made between Andrea Dunn, the “Named Plaintiff”, individually and as representative of the Settlement Class (collectively, “Plaintiffs”), and counsel for the Plaintiffs, Heffner Hurst and the Law Office of Jordan Marsh, on the one hand; and Mike Kelley, Sheriff of Will County in his official capacity, and the County of Will (“Defendants”), on the other hand, (collectively, the “Parties”).

This Agreement is a full and final settlement and dismissal with prejudice of all claims against Defendants in the above-captioned lawsuit (the “Action”) on the terms set forth below

RECITALS

This is a putative class action in which Plaintiffs allege that Defendants violated the United States Constitution in connection with policies, procedures, or actions of the Sheriff’s Office regarding the processing and handling of certain persons who are members of one or more alleged classes at the Will Count Adult Detention Facility (“WCADF”).

Defendants have denied and continue to deny these claims, and further deny that they have engaged in any wrongdoing whatsoever. The Court has not made any ruling that any policies, procedures or actions of any Defendant violated any constitutional rights. The Parties recognize the risk, expense, difficulty and uncertainty associated with resolving the issues involved in this case, as well as the uncertainty inherent in complex litigation, and have concluded that the settlement as set forth in this Agreement is fair, reasonable, adequate, and in the best interests of all Parties.

The Parties and their respective attorneys acknowledge that settlement in this Action is not an admission of liability or of unconstitutional or illegal conduct by or on the part of the Defendants and the Settlement Agreement shall not serve as evidence of any wrongdoing by or on the part of the Defendants. The Parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

The Parties have reached this Agreement at arms' length, after consultation with their independent advisers and attorneys, in order to resolve these disputes conclusively without the uncertainty, expense, and delay of further litigation, pursuant to the terms set forth herein.

SETTLEMENT TERMS

I. DEFINITIONS (to be completed and added to as terms are hammered out)

1. "Class" includes Settlement Class 1 and Settlement Class 2.
2. The "Parties" to this Agreement include:

- a. the Named Plaintiff, Andrea Dunn, individually, and on behalf of the Settlement Class.
- b. Defendant, Mike Kelley, Sheriff of Will County in his official capacity (“Sheriff’s Office”); and
- c. Defendant County of Will (“County”).

3. The “Releasees” consist of the Defendants, Mike Kelley, Sheriff of Will County, individually and in his official capacity, and the County of Will, and each of their respective elected officials, offices, departments and divisions, employees and agents (as to both personal and official capacities), representatives and insurers.

4. Counsel for the Named Plaintiff and the Settlement Class are Matthew Heffner of Heffner Hurst and Jordan Marsh of the Law Office of Jordan Marsh. They are referred to as “Class Counsel.”

5. The “Administrator” refers to the yet-to-be appointed person or entity who will handle all settlement administration of this case, subject to the supervision of Class Counsel.

6. The “Settlement Fund” means the total fund available for payment of attorneys’ fees, settlement administration and notice costs, Named Plaintiff Incentive Awards, and claims payments.

7. The “Settlement Administration Fund” means the net of the Settlement Fund minus settlement administration and notice costs, Named Plaintiff Incentive Award, and Class Counsel’s attorneys’ fees and expenses.

8. “Claimant” means a potential member of one or more of the Settlement Classes who submits a claim for settlement payment pursuant to the terms of this Agreement.

9. “Published Notice Date” means the first date of notice and claim form publication.

10. “Settlement Classes”:

(a) “Settlement Class 1” is defined as:

All persons detained at the Will County Adult Detention Facility between September 14, 2016 and the date of execution of this Agreement, and who were detained in a booking cell for more than 24 hours or who were detained in a booking cell throughout the period of 10:00 p.m. on one day through 6:00 a.m. the following day.

(b) “Settlement Class 2” is defined as:

All persons detained at the Will County Adult Detention Facility between September 14, 2016 and the date of execution of this Agreement, who were arrested without an arrest warrant or other judicial process, and who were not released within 48 hours of their arrest or who did not receive a judicial determination of probable cause within 48 hours of their arrest.

(c) Excluded from these Settlement Classes are members of the Northern District of Illinois federal judiciary and their immediate families along with all persons who timely opt out of or exclude themselves from the Settlement Class in accordance with the Court’s Orders.

11. “The Court” means the United States District Court for the Northern District of Illinois.

12. “The Circuit Court” means the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

II. MONETARY PROVISIONS

Settlement Fund

13. In consideration of the Releases as defined herein, in addition to the Non-Monetary Provisions below, the County agrees to pay \$2,000,000 (the “Settlement Fund”). In

no event shall the County be required to fund, or be liable under this Agreement for, any amount in excess of \$2,000,000, except as otherwise provided in this Agreement. The Settlement Fund shall be deposited in an escrow account administered by the Administrator, subject to the supervision of Class Counsel. The County shall be responsible for the funding of the Settlement Fund in two installments. The first installment of \$100,000, to be allocated first to notice and administration costs prior to Final Approval, shall be deposited within thirty (30) days of Preliminary Approval. The second installment, in the amount remaining to be paid, shall be deposited within thirty (30) days of Final Approval. Defendants agree that timely payment into the Settlement Fund is a material term of this Agreement. In the event a required payment is not timely made, Class Counsel shall notify the County of such non-payment. If the non-payment is not cured within five (5) days of such notice, Class Counsel shall have the right to opt for: (1) cancelling the Agreement, with any expenses or amounts paid by the County non-recoverable; or (2) requiring the County to pay simple interest at a rate of 6% on any amounts not paid in a timely manner according to this Agreement.

Notice and Settlement Costs

14. All costs of notice to the Class and administering the Settlement Fund will be paid out of the Settlement Fund. Once paid, costs of notice and administration may not be recouped by Defendants. In the event the Agreement is Finally Approved and not successfully overturned on appeal, Defendant shall have no right of reversion of any funds.

Class Counsel Payment

15. Class Counsel's attorneys' fees, costs, and expenses will be paid out of the Settlement Fund. Class Counsel shall seek from the Court a determination of actual expenses

incurred in this matter, along with attorneys' fees, the total of which shall constitute the "Class Counsel Payment." Class Counsel may apply for their fee as a percentage of the common fund or on an hourly basis. Defendants agree not to oppose a request for Class Counsel attorneys' fees up to 33% of the Settlement Fund, plus reimbursement for costs and expenses as determined by the Court. A determination of the Class Counsel Payment will be decided by the Court during the Final Approval Hearing.

Incentive Award

16. Named Plaintiff, Andrea Dunn's Incentive Award will be paid out of the Settlement Fund. Subject to Court approval, Dunn is eligible to receive an Incentive Award up to \$25,000. Defendants agree not to challenge or take a position on application to the Court for an Incentive Award of up to \$25,000. Any such award would be in addition to Dunn's class recovery and must be approved by the Court. The Settlement shall proceed whether or not the Court awards any part of the requested incentive award to the Named Plaintiff.

17. After the County has funded the Settlement Fund as set forth above, no Defendant shall have any further duties, responsibilities, liabilities, or obligations with respect to the Fund. Class Counsel shall be fully responsible for ensuring the proper administration of the Settlement Fund and Settlement Administration Fund, subject to approval by the Court.

III. NON-MONETARY PROVISIONS

18. Plaintiff's consent to this entire Settlement Agreement is contingent upon the Circuit Court enacting a circuit court rule that requires all warrantless arrestees to receive a judicial determination of the probable cause for their arrest within 48 hours of that arrest,

barring exigent circumstances or an emergency. For purposes of this paragraph, the issuance of Circuit Court Administrative Order No. 19-23 is deemed to satisfy this contingency.

19. In additional consideration of the Releases, as defined herein, the Sheriff's Office agrees to establish and implement the Policies and Procedures set forth in Exhibit A, and to amend the WCADF Inmate Handbook to include the language as set forth in Exhibit B.

Post- Settlement

20. Magistrate Judge Young B. Kim, with the assistance of the Parties, shall act as a monitor ("Monitor") concerning compliance with this Settlement Agreement. The Monitor shall receive and analyze information regarding the Sheriff's Office's compliance with the non-monetary terms of the Settlement Agreement, assess and make findings regarding such compliance, and enter appropriate orders to ensure both compliance and adequate monitoring of compliance. The Parties agree that the Court will retain jurisdiction after the date of Final Approval to enforce these post-settlement provisions.

21. In addition to any other information concerning the Sheriff's Office's compliance with the non-monetary terms of the Settlement Agreement that the Monitor may request, beginning 90 days following Final Approval, and every 90 days thereafter, the Sheriff's Office shall provide the Monitor and Class Counsel a written report ("Quarterly Report"), which shall include a the status of implementation of each of the non-monetary provisions of this Settlement Agreement. Materials and information provided in previous reports do not need to be re-supplied in subsequent reports. The Sheriff's Office is only required to submit new updated information since the date of the last report. The Quarterly Reports shall include the following information:

a. The number of warrantless arrestees detained at the WCADF, since the date of Final Approval or since the date of the last Quarterly Report (whichever is later), who were not afforded a probable cause hearing within 48 hours of the time of arrest, including the names of any such arrestees, dates and times of arrest, detention, and hearing, and specific circumstances that led to each such incident;

b. The status of the facility modifications and provision of bedding as set forth in this Agreement;

c. The status of the modification of existing Policies and Procedures and adoption of new Policies and Procedures as set forth in this Agreement, copies of which shall be provided to the Monitor and to Class Counsel; and

d. The status of any rules changes by the Circuit Court relating to the timing or schedule for initial court appearances, copies of which shall be provided to the Monitor and to Class Counsel.

22. All reports submitted by the Sheriff's Office pursuant to this Settlement Agreement are for the sole purpose of determining compliance with this Settlement Agreement. These reports shall not be used for any other purpose. The Monitor may conduct court hearings as needed (to be determined by the Monitor) to discuss the information included in the compliance reports outlined above and any further actions that need to be taken by the Monitor or the Parties.

23. If Class Counsel believes the Sheriff's Office may be in violation of any non-monetary provisions of the Settlement Agreement, then Class Counsel may investigate and bring any motion to the Monitor's attention regarding such potential non-

compliance. Consistent with the Federal Rules of Civil Procedure and the Local Rules for the Northern District of Illinois, Class Counsel and the counsel for the Sheriff's Office shall meet and confer and attempt to resolve any issues of potential non-compliance prior to such issues being the subject of any motion with the Monitor. If, after a hearing, the Monitor finds that the Sheriff's Office has been in substantial non-compliance with the Settlement Agreement, then the Monitor has the power to enter, and shall enter, whatever orders are necessary to ensure compliance, including ordering equitable or injunctive relief. "Substantial non-compliance" as used here means acts or omissions which do not meet the requirements of a particular provision of this Settlement Agreement and have a material effect on the ability of a Party to meet the goals and objectives of the relevant provision. In determining whether particular acts or omissions constitute "substantial non-compliance," the Monitor may consider the following factors: the nature of the non-compliance, the extent to which the non-compliance deviates from the particular settlement terms, the length of any delay in implementing a particular provision in the time allotted under the Settlement Agreement, the duration of the non-compliance, and the extent to which the non-compliance has a material effect on the rights of the detainees or the goals and objectives of this Settlement Agreement. No finding of any particular intent—such as deliberate indifference, a lack of diligence, or intentional violation of the Settlement Agreement—is required for a determination of "substantial non-compliance." However, in fashioning an appropriate remedy for any substantial non-compliance, the Monitor may also consider intent, including any diligence or lack thereof in causing or avoiding any "substantial non-compliance" and whether efforts have been made to

cure any “substantial non-compliance.” The Parties agree that the Monitor’s rulings on compliance issues are final decisions that are not subject to any appeals.

24. The reporting set forth herein above shall terminate upon submission of the fourth Quarterly Report, unless the Monitor determines that compliance has been insufficient and further monitoring is necessary. In that event, the Monitor has the sole discretion to require continued reporting for a period of time up to one year from the date of the fourth Quarterly Report.

IV. RELEASES

25. As consideration for this Agreement, and upon the entry of the Final Approval Order, all members of the Settlement Classes, including Named Plaintiff, who have not properly and timely excluded themselves from the Settlement Classes, including each and every one of their respective agents, representatives, attorneys, heirs, assigns, and/or any other person acting on their behalf or for their benefit, hereby release and discharge Releasees from any and all claims, demands, rights, causes of action, compensatory and punitive damages, attorneys’ fees, costs, debts, or liabilities which all members of the Settlement Classes in this Action now have or had at any time prior to and through the date of this release arising out of or in any way related to the allegations raised in this case.

V. CONFIRMATORY DISCOVERY

26. The Parties agree that Plaintiffs will have up to 45 days in which to engage in confirmatory discovery regarding the number and identity of persons who meet the definitions of the Settlement Classes during the applicable class period, so as to adequately opine on the reasonableness and fairness of the Settlement Amount. The Parties agree that Defendants may

assert any good faith objections to such discovery, which objections will be resolved by the Magistrate Judge. The procedure to decide any such objections will not require motion practice, only oral argument, and both parties waive any right to appeal whatsoever the Magistrate's decision. The Parties also agree that any such discovery will be subject to all applicable protective orders previously entered in this case. At the end of that 45-day period, Plaintiffs have the unilateral right to cancel the Settlement Agreement if they determine the number of class members are more than 10% greater than current discovery has shown. Plaintiffs have 5 business days from the end of the 45-day period to so cancel the Agreement, which must be submitted in writing to counsel for Defendants via email.

27. During the confirmatory discovery period, both parties agree to work together in a mutually beneficial and efficient manner in order to allow Plaintiffs to complete the process. Depositions or interviews, letters from the party or its counsel, affidavits, or document production may be required, but must be tailored only to the issue raised in the preceding paragraph and may not be conducted to harass or for a fishing expedition.

VI. PRELIMINARY CERTIFICATION

28. After the execution of this Agreement, the Parties shall promptly move the Court to enter a Preliminary Approval Order that:

- a. preliminarily approves this Agreement;
- b. preliminarily certifies the Settlement Classes defined herein, with the Named Plaintiff approved as class representative and Class Counsel appointed as Class Counsel for the Settlement Classes;

- c. schedules a fairness hearing on final approval of this Agreement (the “Final Approval Hearing”) to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court;
- d. finds the settlement to be sufficiently fair to warrant providing notice to the Settlement Classes;
- e. appoints an Administrator;
- f. approves the summary notice (the “Summary Notice”) the content of which will be developed by Class Counsel in conjunction with the Administrator prior to moving the Court for preliminary approval (which shall include a description the case and relief substantially in the form set forth in Exhibit C), and directs that it be published in accordance with the Notice Plan;
- g. approves the detailed notice (the “Detailed Notice”), the content of which will be developed by Class Counsel in conjunction with the Administrator (which shall include a description the case and relief substantially in the form set forth in Exhibit D), and direct that it be published in accordance with the Notice Plan;
- h. approves the Notice Plan, which shall consist of: (i) publishing the Summary Notice in the Chicago Tribune, the Herald-News, and the Joliet Patch newspapers and websites, which shall include updates on the settlement and links to the Detailed Notice and Claim Forms, and

relevant pleadings and orders in this action. The Administrator will establish a web page or website which shall be maintained for at least 180 days after the expiration of the period for submission of Claim Forms.

- i. approves the Plan of Allocation and Claim Form (both of which will be developed by Class Counsel in conjunction with the Administrator prior to moving for preliminary approval) for distribution to potential members of the Settlement Classes, and sets a date after which Claim Forms shall be deemed untimely;
- j. determines that the Notice Plan (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise potential members of the Settlement Class of the pendency of the Action and of their right to object or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of due process and federal law;
- k. requires Class Counsel, at or before the Final Approval Hearing, to file proof of publication of legal notice;
- l. requires the Administrator, at or before the Final Approval Hearing, to file a list of all persons who timely requested exclusion from the Settlement Classes (along with an affidavit attesting to the accuracy of that list (the "Opt-Out List"));

- m. requires each potential member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked no later than 60 days after the Published Notice Date, to the Administrator at the address in the Summary Notice, and further requires that any requests for exclusion be exercised individually by a Settlement Class member, not as or on behalf of a group, class, or subclass, except that such requests may be submitted on behalf of an individual Settlement Class Member by the executor or administrator of a deceased Settlement Class Member's estate, or the legal guardian of a Settlement Class Member who has been declared incompetent;
- n. preliminarily enjoins all potential members of the Settlement Classes, unless and until they have properly and timely excluded themselves from the Settlement Classes, (i) from filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any members of the Settlement Classes who have not properly and timely

excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and cause of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims; and (iii) from attempting to effect an opt-out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceedings based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or Released Claims;

- o. rules that any potential member-of the Settlement Classes who does not submit a timely written request for exclusion from the Settlement Classes will be bound by all proceedings, orders, and judgment in the Action, even if such person has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims;
- p. requires each member of the Settlement Classes who has not submitted a timely request for exclusion from the Settlement Classes and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed settlement, or the Attorneys' Fee Award, or Incentive Awards to mail to the Administrator within 60 days after the Published Notice Date, a statement of objection, as well as the specific legal and factual reasons, if any, for each objection, including any support

the member of the Settlement Class(es) wishes to bring to the Court's attention and all evidence the member of the Settlement Classes wishes to introduce in support of his or her objection, or be forever barred from objection, as follows: the objection must contain (1) a heading that refers to the Action by case name (Dunn, et al. v. Kelley) and case number (18-6304); (2) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number; (3) a statement of the specific legal and factual basis for each objection; and (4) a description of any and all evidence the objector may offer at the Final Approval Hearing;

- q. provides that the right to object to the proposed settlement must be exercised individually by a Settlement Class member or his or her attorney, not as a member of a group, class, or subclass, and except in the case of a deceased or incapacitated Settlement Class member, not by the act of another person acting or purporting to act in any other representative capacity;
- r. requires any attorney hired by a member of the Settlement Class at the Settlement Class member's expense for the purpose of objecting to this Agreement or to the proposed settlement, or to the Attorneys' Fee Award or Incentive Award, to file with the Clerk of the Court a notice of

appearance no later than sixty (60) days after the Published Notice Date, or as the Court may otherwise direct;

- s. directs Administrator and/or Class Counsel promptly to furnish Class Counsel, Counsel for Defendant, and any counsel of record for members of the Settlement Classes with copies of any and all objections, written requests for exclusion, notices of intention to appear, or other communications that come into its possession; and
- t. contains any additional provisions agreeable to the Parties that might be necessary to implement the terms of this Agreement and the proposed settlement.

VII. CLASS NOTICE, OPT-OUT PROCEDURES, AND EXCLUSIONS

29. Class Counsel shall effectuate the Notice Plan as set forth in detail in Paragraph 28(h). All notice costs shall be paid out of the Settlement Fund. Class Counsel shall maintain the settlement website for at least 180 days after the expiration of the period for the submission of the Claim Form. The website shall include, at minimum: copies of the Settlement Agreement, the Published Notice, the Claim Form, and the Preliminary Approval Order, and may be amended as appropriate during the course of the settlement as agreed to by the Parties or as directed by the Administrator.

30. All potential members of the Settlement Classes shall have 60 days from the Published Notice Date to submit to the Administrator any objections or requests for exclusion from the Settlement Classes (the "Opt-Out Deadline").

31. Should any Party or their counsel receive requests to be excluded from this Agreement, parties shall submit copies of such requests to each other and the Administrator within five (5) business days of receipt.

32. The Named Plaintiff agrees that she shall not elect or seek to opt out or otherwise exclude herself from the Settlement Classes.

33. All potential members of the Settlement Classes who do not timely and properly exclude themselves from the Settlement Classes shall be bound by this Agreement and all their claims shall be dismissed with prejudice and released.

34. All potential members of the Settlement Classes who submit an objection to this Agreement must also submit a Claim Form if they wish to receive payment from the settlement. The Claim Form must be signed under penalty of perjury and the Class Member must attest that the information is true and correct.

35. Within ten (10) business days following the Opt-Out Deadline, the Administrator shall provide Class Counsel and counsel for Defendants a list of all potential class members who requested exclusion from one or both of the Settlement Classes.

36. In the event that more than 50 potential class members from Class I, or more than 25 potential class members from Class II exclude themselves, Defendants will have the option, which they may exercise in their sole discretion, to void this Agreement by providing written notice to Class Counsel no later than fifteen (15) days after the date that the Administrator delivers the information described in the preceding paragraph.

37. The Administrator shall forward any objections that he deems valid to Class Counsel and counsel for Defendants within one business day of its receipt. Not less than two

weeks before the Final Approval Hearing, the Administrator and counsel shall submit a joint status report to the Court outlining the objections received and recommended resolution.

IX. FINAL APPROVAL, DISMISSAL OF CLAIMS, AND RELEASES

38. If after conducting the Final Approval Hearing, the Court grants final approval of this Agreement, the Parties will request that the Court enter a final order that:

- a. confirms the certification of the Settlement Classes for settlement purposes only, and finds that the Court has personal jurisdiction over all members of the Settlement Classes and that the Court has subject matter jurisdiction to approve this Agreement.
- b. gives final approval to the settlement set forth in this Agreement as fair, reasonable, and adequate as to the Settlement Classes, and in their best interest, and in compliance with all requirements of due process and federal law, and directs the Parties and their counsel to implement and consummate this Agreement and direct the administration of the settlement in accordance with its terms and provisions;
- c. finds that the Summary and Detailed Notices and Notice Plan implemented pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the pendency of the Action, their right to object or exclude themselves from the proposed settlement and to appear at the Final Approval hearing, and their right to seek relief; (iii) were reasonable and

constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process and federal law;

- d. finds that Class Counsel and the Named Plaintiff adequately represented the Settlement Classes for the purpose of entering into and implementing the Agreement, and further finds that the Administrator has met all requirements of the Court as set forth in the Preliminary Approval order and this Agreement;
- e. dismisses the Action on the merits as to Defendants with prejudice and without fees or costs except as otherwise provided in this Agreement; and further provides that the Court shall retain jurisdiction solely for the purpose of enforcing the terms of the Settlement through the end of the Post-Settlement reporting period as provided in Paragraph 21.
- f. adjudges that the Named Plaintiff and all members of the Settlement Classes who have not been excluded from the Settlement Classes have conclusively compromised, settled, discharged, dismissed, and released any and all Released Claims against Defendants and that the Agreement and Final Order and Judgment shall be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of the Named Plaintiff and/or any or all members of the Settlement Classes, as well their heirs, executors, administrators, successors, and assigns;

- g. approves the Class Counsel Payment and the payment of an Incentive Award to the Named Plaintiff;
- h. determines that the Agreement and settlement provided for and any proceedings taken pursuant thereto, are not, and should not in any event be offered or received as evidence of a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant; provided, however, that reference may be made to this Agreement and the settlement provided for herein such proceedings as may be necessary to effectuate the provisions of this Agreement;
- j. approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Classes members who have properly and timely requested exclusion from the Settlement Classes and accordingly, shall neither share in nor be bound by the Final Order and Judgment;
- k. enjoins all members of the Settlement Classes who have not been excluded from commencing or participating in any other action or proceeding based on, relating to, or arising from any Released Claims.
- k. authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions-of this Agreement as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of members of the Settlement Classes.

X. Miscellaneous Provisions

39. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein.

40. Within fifteen (15) days of the occurrence of any of the following events and upon written notice to counsel for all parties, any Party shall have the right to withdraw from the settlement:

- a. if the Court fails to approve the Agreement or if on appeal the Court's approval is reversed or modified; or
- b. if the Court materially alters any of the terms of the Agreement; or
- c. if the Preliminary or Final Approval Order is not entered by the Court, or is reversed or modified on appeal, or otherwise fails for any reason; or
- d. if the conditions of Paragraph 36 are met.

41. If either party withdraws from the Settlement, the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated; this Agreement shall have no further force and effect, and the Parties will be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into. Further, (i) the Named Plaintiff shall be entitled to continue this Action on behalf of the classes in accordance with the rulings, circumstances, and procedural posture that existed in this Action on the date the Agreement was signed by all Parties; and (ii) Defendants shall retain all rights to continue its defense to this Action and to assert claims in accordance with the rulings, circumstances, and procedural posture that existed in this Action on the date of the Agreement was signed by all Parties. However, in the event the Agreement is vacated or voided in any way, Defendants may not

recover any amounts paid in administering the Settlement, for Notice, or any administrative expenses reasonably attributable to the Settlement prior to the voiding or vacating of the Agreement.

42. This Agreement sets forth the entire, fully integrated agreement of the parties and supersedes all prior communications. This Agreement can be amended only by a written amendment executed by the party or parties to be charged.

43. This Agreement can be executed in counterparts, by facsimile and/or by email scan, and if so executed the signature shall be fully valid and binding.

44. Solely for purposes of implementing this Agreement and effectuating the settlement, the Parties stipulate that Named Plaintiff Andrea Dunn is the class representative of Settlement Classes 1 and 2. Defendants stipulate that the Named Plaintiff is an adequate representative of Settlement Classes 1 and 2.

45. Solely for purposes of implementing this Agreement and effectuating the settlement, Defendants stipulate that the Court may enter an Order certifying Settlement Classes 1 and 2, appointing Named Plaintiff as representative of Settlement Classes 1 and 2, and appointing the following as Class Counsel for the Settlement Classes:

Matthew T. Heffner
Heffner Hurst
30 N. LaSalle St., Ste. 1210
Chicago, Illinois 60602
Phone: 312.346.3466
Email: mheffner@heffnerhurst.com

Jordan Marsh
Law Office of Jordan Marsh
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Chicago, Illinois 60603
Phone: 312.401.5510
Email: jordan@jmarshlaw.com

~Signatures On Following Page~

For Plaintiffs:

/s/ Matthew T. Heffner
Matthew T. Heffner
Matthew T. Hurst
Heffner Hurst
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November 19, 2019

/s/ Jordan Marsh
Jordan Marsh
Law Office of Jordan Marsh
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jordan@jmarshlaw.com

November 19, 2019

For Defendants:

COUNTY OF WILL

By: 
Bruce Tidwell, Risk Manager

December 02, 2019

MIKE KELLEY

Sheriff of Will County, In His Official
Capacity

December __, 2019

For Plaintiffs:

/s/ Matthew T. Heffner

Matthew T. Heffner
Matthew T. Hurst
Heffner Hurst
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November 19, 2019

/s/ Jordan Marsh

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November 19, 2019

For Defendants:

COUNTY OF WILL

By: _____
Bruce Tidwell, Risk Manager

December __, 2019

MIKE KELLEY

Mike Kelley
Sheriff of Will County, In His Official
Capacity

December 2, 2019

EXHIBIT A

BOOKING AREA INMATE RIGHTS

Inmates detained in the booking area will be provided the following items within a reasonable time upon arrival:

- A toothbrush
- Toothpaste
- Soap
- A towel
- Sanitary napkins for women as needed or requested

Inmates detained in the booking from 10:00 p.m. through 6:00 a.m. will have a mattress and a blanket. Lights in the booking cells will be dimmed from 10:00 p.m. through 6:00 a.m.

On a daily basis, inmates who have been detained in the booking area for 24 hours or more will be offered the opportunity to take a shower with soap.

A person arrested without warrant or other judicial process has the right to a probable cause determination by a judge within 48 hours of his or her arrest unless particular circumstances prohibit.

Your rights are protected by law and cannot be taken away from you. However, your rights can be modified to ensure the rights of all inmates and the safety and security of the facility. Any services not listed as an *Inmate Right*, are *Inmate Privileges*. You maintain your privileges by demonstrating good behavior. Bad behavior will result in the loss of privileges.

If you believe that any of the foregoing items or resources have not been provided please request to speak to a supervisor.

EXHIBIT B

Will County Adult Detention Facility Policy and Procedure

Policy: Intake/Classification/Release #5050 Booking	
A.C.A. Standards: 4-ALDF-2A-19, 2A-20, 2A-21, 2A-25, 2A-26, 2A-27, 4D-15, 6A-05, 7D-19, 7D-20	Ill. County Jail Standards: 701.40 (a-o), 701.60 (a-f)
Related Policy: 3020 Shakedowns, 5051 Mass Arrests, 5080 Strip Search, 5120 Classification, 5030 Admissions, 5060 Property Disposal/Storage, 2490 Suicide Prevention, 3350 Suicide Watch, 1150 Active File Flow, 2420 Medical Screening	
Effective Date: January 31, 1989	Revision Dates: 05-01-92, 01-01-94, 08-21-95, 01-09-96, 02-15-97, 02-15-03, 08-15-03, 10-05-09, 11-05-10, 06-15-15, 10-15-19

5050 BOOKING

POLICY:

It shall be the policy of the Will County Adult Detention Facility (WCADF) to record accurate information on all persons admitted to the facility, and provide for a positive identification of those persons admitted. Information received at booking shall be maintained as a permanent record of the inmate's confinement.

PROCEDURE:

- I. Intake booking information shall be recorded for every person admitted to the facility.
 - A. Intake booking information shall be entered in the jail management system (JMS) on all persons. This information is to include the following:
 1. Person's name.
 2. Docket number and prior docket number.
 3. Sex.

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4. Race.
 5. Date of birth (DOB).
 6. Height
 7. Weight
 8. Physical condition, current medical/mental health problems.
 9. Date booked, duration of stay if known.
 10. Time booked.
 11. Reason for incarceration, holds to other jurisdictions, specific charges.
 12. Alias or maiden name.
 13. Gang affiliation.
 14. Build.
 15. Color of hair/eyes.
 16. Complexion.
 17. Place of birth.
 18. If inmate is an escape risk or dangerous.
 19. Inmate's address or last known address.
 20. Telephone number.
 21. Marital status.
 22. Employer.
 23. Occupation.
 24. Next of kin/emergency contact.
 25. Photo.
 26. Driver's license number
 27. Social security number.
 28. Scars, marks, tattoos, and other identifying information.
 29. Age.
 30. Special custody or service needs.
 31. Name and title of delivering officer.
 32. Listing of all cash and property.
 33. Sheriff's identification number.
 34. Booking number.
- B. A check for wants or warrants will be completed on all persons booked into the facility.
1. Every warrant arrest that comes to the sally port will be booked in. This includes prints and pictures. This also includes people who either have the bond money on their person or may be able to raise bond. If the individual can make bond, they will then be booked out.
 2. Active Will County warrants found on persons being booked will be served on the subject.

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3. On every warrant arrest that is admitted to the WCADF, (see 1 above), the booking clerk **will** remove the warrant from the computer. A copy of the served warrant will be attached to the warrant service form and forwarded to the Warrant Division.
 4. The warrants charge(s) will be added to the booking charges and placed on the court list for assignment to magistrate court.
 5. Out of state warrants or holds from other Illinois jurisdictions will be verified through the issuing agency.
 6. Under no circumstances will anyone in the WCADF give out a court date over the phone.
 - a. If a police department calls and requests a court date, they will be referred to Will County Sheriff's Office (WCSO) Dispatch Center.
 - b. This is in cases where the arrested subject is not brought to the WCADF but is making bond at the local police department.
- C. A records check will be conducted on all persons booked into the facility. The records will include a check of Will County criminal history and a check through LEADS. The LEADS report shall be forwarded to the Classification Unit.
1. When a records check indicates that the prisoner is a registered sex offender, the offender's address must be changed to indicate they are now incarcerated.
 2. If the inmate is being immediately released, no change is necessary. If the prisoner is unable to make bond the address of the person is to be listed as jail.
 3. The arresting agency is responsible to change the address of the registered sex offender.
 4. Facility staff is responsible to advise the registered sex offender, of their responsibility, to re-register with the police or sheriff's department in the jurisdiction they will be residing after release.
- D. There is an itemized inventory of all personal property of newly admitted inmates and secure storage of inmate property, including money and other valuables. The inmate is given a receipt for all property held until release. Space is provided for storing the personal property of inmates safely and securely.
1. Shoes and clothing will be placed in separate heat sealed plastic bags, with the bag containing shoes being placed inside the bag containing clothing.

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2. The bags will then be placed in a large clothing storage bag, located in the personal property storage area.
 - a. The heat sealed plastic bags will be marked with the inmate's name, booking number, and the number of the large clothing storage bag in which the property is to be placed.
 - b. All plastic bags will be marked with the initials and identification number of the deputy conducting the inventory.
 - c. All personal property will be inventoried, searched, and placed in a heat sealed plastic bag.
 - d. The heat-sealed bags containing shoes and clothing will be placed in a large clothing storage bag in the property storage area.
 - e. All wallets, purses, containers and any enclosures will be thoroughly searched by booking staff, to prevent the induction of contraband into the facility, thus insuring a safe living and working environment of inmates and staff.
 - f. An inmate's personal property bag may be searched for reasons of security, in the event of bomb threats or other situations where there is reason to believe that contraband may have been placed in the facility.
 - g. Any items removed as evidence are to be documented.
 - i. Bulk items (i.e. backpacks, suitcases) will be documented, searched and labeled, then placed in the property storage area.
 - ii. The facility reserves the right to limit the amount of personal items that may be accepted.
 - h. Any money the inmate has will be deposited into the kiosk at the rapid booking window by the inmate. Once entered, the booking clerk will print a receipt and request a signature from the inmate. This receipt will be kept in the inmate's file.
 - i. Should there be a problem with the kiosk, the intake deputy will count the money, document it on the inmate management card and property form and turn the money envelope over to the booking sergeant. The booking clerk will document the amount of money in the jail management system.

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- j. The inmate trust account coordinator will collect money deposited in the kiosk on a daily basis during regular business hours (Monday thru Friday 7:00AM to 5:00PM.
 - k. Knives, edged weapons, tools and any tobacco products will not be accepted into the facility.
- E. When foreign nationals are detained, the booking clerk will fax a notification to the consular of the country of the inmate's citizenship without delay. Anyone who is not a United States citizen is considered a foreign national.
 - a. Foreign nationals that are citizens of a country not on the mandatory notification list may waive their right to consular notification.
 - i. Inmates may sign a waiver stating they do not want their consular notified. The waiver will be placed in the inmate's file.
 - b. Foreign nationals that are citizens of a country on mandatory notification list, must have their consular notified without delay even if the foreign national does not request or want notification.
- F. Health care staff will visually observe all inmates, and complete the medical/classification screening form on all inmates being admitted to the facility.
 - 1. Health care staff, after being made aware of any medical conditions during intake screening and or booking, is to evaluate the need for special housing or immediate medical attention.
 - 2. All inmates will be administered the suicide prevention screening. Inmates determined to be suicidal will be handled in accordance with **WCADF Policy # 3350 SUICIDE WATCH / PREVENTIONS.**
 - 3. Each inmate will be requested to sign (in a language understood by the inmate) the Medical Maintenance Card. This form shows the inmates consent to allow the facility health care staff to treat the inmate for medical emergencies, as needed.
 - a. Routine health care, may be refused by the inmate, at anytime during incarceration.
 - b. Inmates not signing the Medical Maintenance Card /Consent of Treatment Form will be requested by the health care staff to sign the Refusal of Treatment Form.

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- c. If an inmate refuses to sign a Refusal of Treatment Form, the form must be signed by two witnesses.
 - d. Persons refusing treatment for critical or acute care may be referred to a mental health professional for evaluation of their decision making capabilities
 - G. Before an inmate is placed in a booking holding cell, they will be issued a blanket, towel and hygiene kit which contains a toothbrush, toothpaste and soap. Female inmates will be issued sanitary napkins upon request and as needed.
 - H. Inmates who have been detained in the booking area for more than 24 hours will be offered a shower. Showers will offered daily and will typically be offered after breakfast.
 - I. Inmates detained in the booking area from 10:00 p.m. through 6:00 a.m. will be issued a mattress that is the same or substantially similar to the mattresses issued to the inmates in the housing units. Lighting in the cells will be dimmed during the hours of 10:00 p.m. and 6:00 a.m.
 - J. Inmates detained in the booking area will be assigned to booking cells alone when reasonably possible or assigned so as to minimize the number of inmates in any given booking cell at any time.
 - K. On a daily basis the facility watch commander will check the status of each inmate who has been arrested without warrant or without judicial process and who is held in the booking area to evaluate if there is a reasonable likelihood such inmate may not be able to appear for a regularly scheduled probable cause hearing within 48 hours of that inmates reported time of arrest.
 - a. In the event such a situation is identified, the facility watch commander will report the situation to an appropriate representative of the Circuit Court.
- II. This policy shall be reviewed annually and updated as needed.

EXHIBIT C

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