

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

)	
DEBRA BAGGETT, et al.,)	
Plaintiffs,)	
)	Civil Action No. 11-30223-MAP
v.)	
)	
MICHAEL J. ASHE, JR., et al., and)	
Defendants)	
)	

SETTLEMENT AGREEMENT

I. SUMMARY

1. The parties to this action, class representative Debra Baggett, individually and on behalf of the Class (“Plaintiffs”), and Michael J. Ashe, Jr., and Patricia Murphy, in their individual capacities (“Defendants”), by counsel, have entered into this Settlement Agreement, which they submit to the Court for approval. The Agreement requires Defendants to change their policy to prohibit male correctional officers from holding the camera during the strip searches of female inmates except in exigent circumstances. The Agreement provides that Defendants will settle Plaintiffs’ claims for \$675,000, to be allocated as follows, subject to the approval of the Court: Class Members will receive a total of \$178,000 (the “Class Member Pool”), which will be divided equally among participating class members after payment of a \$20,000 bonus to the class representative and \$2,000 bonuses to each of the four class members who had their depositions taken. Under this Agreement, participating class members will receive one payment each no matter how many times they were videotaped by a male officer during the class period. Plaintiffs’ counsel will receive a total of \$497,000, of which \$475,000 represents attorney’s fees and \$22,000 represents costs. This is a settlement of a disputed claim. Defendants deny any wrongdoing on their own parts or on the part of their staff.

II. BACKGROUND

2. Class representative Debra Baggett is a former inmate at the Western Massachusetts Regional Women's Correctional Center ("WCC") in Chicopee, Massachusetts. The WCC is part of the Hampden County Sheriff's Department ("HCSD").

3. Defendant Michael J. Ashe, Jr., is the Sheriff of Hampden County.

4. Defendant Patricia Murphy is the Assistant Superintendent in charge of the WCC.

5. Plaintiff filed this class action lawsuit for damages on September 15, 2011, alleging, *inter alia*, that Defendants' policy permitting male correctional officers at the WCC to videotape female inmates being strip searched in non-emergency situations violated the Fourth Amendment.

6. On May 23, 2013, the Court certified this case as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. The class is defined as "All women strip searched at the Western Massachusetts Regional Women's Correctional Center while a male officer videotaped the strip search, since September 15, 2008." The parties have identified 176 women who meet this definition ("Class Members"). Class membership was determined by reviewing incident reports about moves to the Segregation Unit at the WCC and videotapes of these moves and attendant strip searches.

7. By Memorandum and Order dated August 26, 2014, the Court granted Plaintiffs' Motion for Summary Judgment. The Court ruled that Defendants' policy permitting male correctional officers to videotape female inmates during strip searches in non-emergency situations violated Class Members' constitutional rights, and that Defendants were liable to class members for these violations.

8. Defendants deny any wrongdoing or unlawful conduct on their own part or on the part of their employees or staff. Defendants deny that any male officers ever watched any portion of the strip search of a female inmate. They reassert that any cross-gender viewing was expressly forbidden by policy, procedure, and training, that there was a Supervisor present at every strip search

to ensure compliance with policy, procedure, and training, and that neither Defendants nor their staff ever received a written grievance about the challenged practice. Plaintiffs dispute these assertions. On September 17, 2014, Defendants filed a notice of appeal of the Court's decision to the First Circuit Court of Appeals.

9. The parties reached this Agreement before any briefs were filed in the First Circuit.

10. The parties reached this Agreement after engaging in arm's-length settlement negotiations, including a mediation session and multiple follow-up discussions with the Honorable Patrick King, Settlement Counsel at the First Circuit Court of Appeals. Following an in-person session with Judge King on November 4, 2014, the parties continued negotiations for more than a month via telephone and email with Judge King serving as an intermediary. Judge King recommended the Total Settlement Amount to the parties and he endorsed the manner in which this amount is divided among Class Members, the named Plaintiff, the Class Member deponents, and attorney's fees and costs.

11. Plaintiffs' counsel conducted a thorough examination and investigation of the facts and law relating to this litigation. The parties engaged in comprehensive discovery for almost two years. Discovery included 23 depositions including those of the named Plaintiff and the Defendants; Class Members and other former WCC inmates who are not class members; numerous Hampden County Sheriff's Department correctional officers, supervisors, and administrators; and an outside consultant to the Sheriff's Department. The parties engaged in extensive document discovery, including the production by Defendants of more than 15,000 pages of documents. Pursuant to subpoena, nonparties the Massachusetts Department of Correction ("DOC") and the Middlesex County Sheriff's Department produced more than 1,000 pages in total. Defendants produced more than 800 videos of moves to Segregation and accompanying strip searches, including 274 videos of moves and strip searches in which a male correctional officer held the video camera during the strip search. Plaintiffs and Defendants both served expert reports from correctional professionals.

12. The parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent risks and uncertainties of continuing this litigation, and in order to finally and completely resolve all pending claims of the Plaintiff and Class Members relating to the alleged conduct involved in this lawsuit. This Settlement Agreement represents a compromise of a disputed claim. Defendants deny any liability, wrongdoing, and/or malfeasance on the part of the Defendants, the Commonwealth, and/or their employees or staff..

13. The parties believe that this Settlement Agreement is fair, reasonable and adequate. Plaintiffs' counsel believes it is in the best interests of Plaintiff and Class Members.

14. This Settlement Agreement is made and entered into, through counsel, by Defendants Michael J. Ashe, Jr., and Patricia Murphy, in their individual capacities, and Plaintiff Debra Baggett, individually and on behalf of all Class Members. As described below, the Commonwealth of Massachusetts, through counsel, also assumes obligations under this Agreement and intends to be bound by this Agreement.

15. All parties and Class Members are bound by this Settlement Agreement

.III. REQUIRED PAYMENTS AND POLICY CHANGES

16. On behalf of both Defendants, the Commonwealth of Massachusetts will pay the sum of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) to settle all claims brought by Plaintiffs in this action, including claims for attorney's fees and costs. The \$675,000 is referred to as the "Total Settlement Amount." The Total Settlement Amount represents the sum of the amount paid to Class Members, which is \$178,000, and the amount paid to Plaintiffs' counsel as attorneys' fees and reimbursement for costs ("Attorney's Fees and Costs"), which is \$497,000.

17. All payments hereunder will be made by the Commonwealth of Massachusetts as detailed in this Agreement.

18. All parties understand that this agreement will require the approval of the Court. All parties will ask the Court to approve the terms of this Settlement Agreement.

19. Defendants will amend the WCC policy on inmate movement to prohibit male officers from holding the video camera during strip searches except in exigent circumstances. The restriction on male officers' videotaping strip searches shall be the same restriction as applies in Defendants' policies to male officers' conducting strip searches. The restriction in both cases shall mirror the restriction on cross-gender strip searches and cross-gender visual body cavity searches in the final standards of the Prison Rape Elimination Act ("PREA"), which prohibit such searches except in exigent circumstances. PREA Standards § 115.15. Defendants' policies shall adopt the PREA standards' definition of "exigent circumstances," which are "any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility." PREA Standards § 115.5. Within thirty (30) days of the Court's granting preliminary approval of the settlement, Defendants shall provide Plaintiffs' counsel with an unsigned final draft of all amended policy documents containing the changes required under this Agreement. Defendants shall make the amended policies effective no later than thirty (30) days after the Court's final approval of the settlement, by which time they shall provide Plaintiffs' counsel with copies of the signed, effective version of all amended policy documents.

20. The above restrictions shall be included in the following places in Defendants' written policies and procedures ("P&P's").

(a) In P&P 3.1.7 ("Inmate Movement"), the paragraph of the Background section currently requiring female officers to videotape strip searches "unless impracticable to do so" shall be amended to read: "The videotaping of the strip search portion of a compliant or noncompliant security escort is assigned to female staff except in exigent circumstances. The term 'exigent circumstances' is defined below, and is intended to prohibit supervisors from

assigning male officers to videotape the strip search portion of a security escort except in circumstances that would warrant assigning male staff to be one of the primary staff conducting a strip search. (See 3.1.11 Strip Searches).”

(b) In P&P 3.1.7, the Definitions section shall include the following definition of exigent circumstances: “Exigent circumstances: Any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.”

(c) In P&P 3.1.7, Section D, “Compliant Security Escorts,” ¶ 2(c) shall be amended to read: “Assigned staff video records the entire escort. Except in exigent circumstances, the assigned staff who videotapes the strip search portion of the escort shall be a female.”

(d) In P&P 3.1.7, Section D, ¶ 34 shall be amended to read: “A female staff informs the inmate and the other staff that she will conduct a strip search. (See 3.1.11 Inmate Searches.) At this time, the camera operator, if male, shall hand the camera to a female staff or stop videotaping, except in exigent circumstances.”

21. Defendants shall provide statistics to Plaintiffs’ counsel regarding (a) the total number of moves to higher security and (b) total number of moves in which a male officer videotaped during the strip search, as follows: (1) By January 30, 2016, Defendants shall provide such statistics for the period from January 1, 2015, to December 31, 2015; (2) by July 30, 2016, Defendants shall provide such statistics for the period from January 1, 2016, to June 30, 2016. For any male-on-camera moves that occur during a reporting period, Defendants shall provide, along with the statistics, a copy of the video of the full move and strip search and any reports or materials documenting the need for the male videotaping.

22. The parties will request that the Court hold a hearing to determine whether to grant preliminary approval to the settlement. Before the hearing the parties will file a Joint Motion for

Preliminary Approval of the Settlement Agreement. If preliminary approval is granted, the parties will begin to implement the settlement.

23. The parties will request that the Court hold the Final Fairness Hearing to decide whether to grant final approval of the settlement on a date approximately 90 days after the Court grants preliminary approval to the settlement.

24. Before the date of the Final Fairness Hearing, the parties will file a Joint Motion for Final Approval of the Settlement Agreement. Plaintiffs' counsel will file a separate motion asking the Court to approve the attorneys' fees and costs contemplated under this Agreement. Defendants agree not to oppose this motion provided that the total amount of fees and costs requested do not exceed \$497,000.

25. If the Court grants final approval of the settlement, the Total Settlement Amount will then be distributed pursuant to this Agreement and the orders of the Court.

26. Defendants shall inform Plaintiffs' counsel when the Total Settlement Amount is available for distribution. Counsel recognize that the timing of funding for the Settlements and Judgments account is entirely at the discretion of the Legislature and is not necessarily predictable before the Legislature takes action.

27. All parties represent that they are authorized to enter into this Settlement Agreement and that they are able to perform each of its terms. Defendants specifically represent that the Commonwealth of Massachusetts has agreed to pay the Total Settlement Amount and is bound to do so under the terms of this Settlement Agreement and in accordance with this Settlement Agreement.

28. The parties will cooperate with each other in good faith and will promptly take all necessary steps to carry out and effectuate this Settlement Agreement. Defendants and their counsel agree to provide reasonable assistance to facilitate the administration of this settlement including

providing access to Class Member information in their possession necessary to send notice and to process claims. Defendants and their counsel further agree to provide access to all data and documents, in their possession including any videos, necessary to resolve any appeals from individuals who file claims (“Claimants”) who dispute Plaintiffs’ counsel’s determination that they are not Class Members.

IV. CLASS NOTICE AND CLAIMS ADMINISTRATION

29. Plaintiffs’ counsel’s law firm, the Law Offices of Howard Friedman, P.C. (“LOHF”), will serve as Claims Administrator for this case. Plaintiffs’ counsel and LOHF will not receive additional fees or other compensation (including reimbursement for additional costs) for this work apart from the fees and costs provided for in ¶¶ 1 and 16, above. Plaintiffs’ counsel may include the time spent and costs incurred performing this work in its application to the Court for attorney’s fees and costs. LOHF has settled numerous prisoner class actions, and has worked closely with third-party claims administration services. LOHF prepared and sent the initial Class Notice in this case. LOHF is knowledgeable about the systems and procedures necessary to ensure adequate notice to Class Members and processing of claims. LOHF is aware of the time and effort that claims administration of the settlement will entail; LOHF has the resources to administer this settlement. Upon preliminary approval by the Court, LOHF will provide the claims administration services described in this Agreement. The Commonwealth of Massachusetts will distribute settlement checks to Class Members and provide the other services described below.

30. LOHF will administer notice to Class Members in the manner prescribed by the Court; shall accept and record all claim forms; shall send each denied Claimant notice that her claim has been denied; shall resolve any appeals of claim denials and shall calculate the payment to Class Members in accordance with this agreement. Plaintiffs’ counsel will provide Defendants and the

Commonwealth with the class distribution list after final approval of the settlement, as described in ¶ 51, below.

31. As soon as practicable, but in no case later than the date the Court holds a hearing on preliminary approval of the Settlement Agreement, Defendants' counsel will provide Plaintiffs' counsel with the following information for all Class Members: (a) full name; (b) known aliases; (c) Social Security Number, (d) date of birth; (e) last known address(es), and, if known, phone number(s); and (f) the date of the Class Member's release from HCSD custody. The information described in (a) through (f) of this paragraph, which shall be known as the "Class Member Information," shall be provided electronically in Microsoft Excel format. The "last known address(es)" shall mean the most recent address(es) known to the Hampden County Sheriff's Department. "Known to the Hampden County Sheriff's Department" means known to any division of the HCSD, including but not limited to the WCC, the Western Massachusetts Correctional Alcohol Center ("WMCAC"), and the Community Safety Center. If any individual is in the custody of any Hampden County Sheriff's Department or Massachusetts Department of Correction facility at the time the Class Member Information is provided, Defendants shall provide the name and address of the facility in addition to such individual's last known outside address(es).

32. LOHF will send a Notice of Class Action and Proposed Settlement ("Notice"), and a Settlement Claim Form (collectively, the "Notice Packet"), by first-class mail postage prepaid to all Class Members at their last known addresses within ten (10) days of receipt of the Class Member Information from Defendants, or the date the Court preliminarily approves the settlement, whichever is later. For any Class Members who have contacted LOHF directly to provide an address, LOHF will also send the Notice Packet to this address, if it is known to be more recent than the address provided by Defendants; if it is unknown which address is more recent, LOHF will send the Notice Packet to both addresses. If any mail is returned by the post office with notice of a

more current address, LOHF will resend the Notice Packet to the newer address. If any mail is returned by the post office as undeliverable without notice of a more current address, LOHF will use an online skip trace service to identify potentially current addresses of Class Members. LOHF will also attempt to reach class members via social media and email. LOHF may, but is not required to, make any further efforts to send mail directly to Class Members or otherwise contact Class Members individually.

If any Class Member contacts Defendants or their representatives with updated contact information, Defendants will, to the best of their ability, provide this information to LOHF and will tell the Class Member to contact LOHF. Specifically, to comply with the terms of this paragraph, Defendants will provide a notice to the switchboard at every HCSO facility that handles female inmates (i.e. the WCC, WMCAC, the Day Reporting Center, After-Incarceration Support Services, and the HCSO's main switchboard), which notice will include a log sheet and instructions for fielding such calls.

33. The Notice will include the terms of the settlement including the Class Member's rights to contest the settlement. The Notice will explain the settlement terms and answer anticipated questions. The Notice will provide the date and time of the Final Fairness Hearing. The proposed Notice mailed to Class Members is attached as Exhibit A.

34. The Claim Form requests the Class Member's contact information and instructions for check delivery, and requires completion of a substitute W-9 Form. The proposed Claim Form is attached as Exhibit B.

35. At the time they provide Plaintiffs' counsel with Class Member Information, Defendants shall identify each Class Member who is then in the custody of the Hampden County Sheriff's Department, whether in the WCC, WMCAC, or another HCSO facility, and shall hand deliver to each such Class Member a Notice Packet. Approximately 30 days before the deadline for

submitting claims, Defendants shall again identify all Class Members in HCSD custody at that time, and shall hand deliver a Notice Packet to any Class Member not identified the first time.

36. Defendants shall provide a copy of a “Generic Notice” and “Generic Claim Form” – designed for individuals whom the parties have not already determined to be Class Members – to any female inmate at either facility upon request. The Generic Notice and Generic Claim Form are attached as Exhibit C and Exhibit D, respectively. Defendants and their employees shall provide the name, address, and phone number of the LOHF in response to any inquiries about the settlement or the claims procedure, but Defendants shall have no further obligation to respond to any such inquiries.

37. The parties shall issue a joint press release informing the public of the settlement. The press release shall be sent to local news organizations, including the *Springfield Republican*, *Valley Advocate*, *Daily Hampshire Gazette*, *Greenfield Recorder*, the *Associated Press*, and several Western Massachusetts radio and TV stations within 10 days of preliminary approval. The press release is attached as Exhibit E. The Commonwealth of Massachusetts will not join in this press release. Class counsel shall place legal notice by publication for two days in the *Springfield Republican* within 10 days of preliminary approval. The legal notice is attached as Exhibit F. The Notice, Claim Form and other information about the lawsuit will also be available on LOHF’s website, www.civil-rights-law.com. Notice as set forth in this paragraph shall be deemed sufficient legal notice to Class Members who did not receive individual notice.

38. To claim a share of the settlement, a Class Member must submit a valid and complete Claim Form and substitute W-9 form that are received no later than sixty (60) days after the date that Notice is first mailed to Class Members, or as allowed by the Court. This deadline is the “Claims Deadline.”

39. Claim Forms received by LOHF after the Claims Deadline will be denied as untimely, except as allowed by the Court.

40. To object to the proposed settlement, a Class Member must submit a written notice of the objection to LOHF that is received no later than sixty (60) days after the date that Notice is first mailed to Class Members. An objector who has submitted a timely written notice of objection may also appear in person or through counsel at the Final Fairness Hearing. Plaintiffs' counsel will file all written objections with the Court no less than ten (10) days before the Final Fairness Hearing. The objecting Class Member must also submit a Claim Form if she wishes to be eligible to share in the settlement should it be approved despite her objection or any other objections.

41. LOHF will review each Claim Form to determine that a Class Member Claimant qualifies to be a Participating Class Member by confirming (a) that the completed Claim Form is timely and valid, (b) that the information on the Claim Form is consistent with the Class Member Information provided by Defendants, and (c) that the form is completely filled out and signed and is accompanied by a completed substitute W-9 form. If LOHF determines that an individual not on the Class List and who submits a Claim Form is a Class Member, LOHF will send her a notice of approval, provided that the Claim Form meets requirements (a) and (c). LOHF will provide a copy of the notice of approval to Defendants' counsel.

42. LOHF may, in its discretion, waive a technical defect in a completed Claim Form to achieve substantial justice.

43. If the Claimant is determined not to be a Participating Class Member, LOHF will send a Notice of Claim Denial to the Claimant. Where possible, LOHF shall provide the reason for the denial. LOHF will provide a copy of the notice of denial to Defendants' counsel.

44. To object to LOHF's determination that she is not a Class Member, a Claimant must send a written appeal to LOHF received no later than fourteen (14) days after the date of the mailing

of the Notice of Claim Denial. The Claimant must include a written statement of the basis for assertion that she is a Class Member. LOHF will investigate the claim and, after consulting with defense counsel, make a determination on each appeal within seven (7) days. LOHF will inform the Claimant in writing of its determination, and provide a copy to defense counsel.

45. A Claimant may appeal to the Court LOHF's final decision denying a claim. In order to do so, a Claimant must write a letter addressed to LOHF indicating her wish to appeal to the Court that is received no more than fourteen (14) days after the date of the mailing of the final decision denying her Claim. Plaintiffs' counsel will present all such appeals, along with supporting materials and other materials relevant to the determination, to the Court when they are received.

V. SUBMISSION FOR PAYMENT

46. Within ten (10) days after approval of the settlement at the Final Fairness Hearing, or receipt of the Distribution List and W-9 Forms from LOHF, whichever is later, defense counsel will submit to the Comptroller's Office for payment an executed Settlement and Judgment Payment Authorization Form, along with all required documentation. Thereafter, Defendants' monetary obligation will be processed by the Commonwealth in accordance with the procedures set forth in 815 CMR 5.00. In the next available appropriations vehicle following submission of the aforesaid documentation to the Comptroller's Office, the Commonwealth will seek all necessary appropriations from the Massachusetts Legislature to meet its monetary obligation under this Settlement Agreement.

VI. EXPENSES AND ATTORNEY'S FEES

47. Plaintiffs' counsel will ask the Court to approve payment of Plaintiffs' attorney's fees in an amount of \$475,000. In addition to attorney's fees, Plaintiffs will ask that the Court award litigation expenses and class action administrative costs, which combined shall not exceed \$22,000.

These sums shall be incorporated into a single payment of \$497,000 to be paid by one check

made payable to Plaintiffs' counsel. Such check shall be mailed at the same time that distribution payments are first made to Participating Class Members under this Agreement.

The parties have engaged in exceptionally hard fought litigation for more than three years. Plaintiffs' counsel represents that their attorney's fees as of the date of this Agreement exceed \$475,000, and that Plaintiffs' litigation costs as of the date of this Agreement exceed \$22,000. Plaintiffs' counsel significantly reduced the amount of fees and costs to which they would be entitled as a prevailing party under 42 U.S.C. § 1988 and under the contingent fee agreement with the class representative (which provided for reimbursement of all costs), in order to facilitate settlement. Plaintiffs' counsel agreed to administer the settlement through their law firm as an additional measure to facilitate settlement by saving costs. Defendants acknowledge that Plaintiffs' counsel reduced their demand for fees and costs during settlement negotiations.

VII. DISTRIBUTION TO CLASS MEMBERS

48. In addition to her share as a Participating Class Member, class representative Debra Baggett will receive \$20,000, subject to approval of the Court, to be paid from the Class Member Pool to compensate her for bringing this case, the time she spent on this case and her loss of privacy as a result of serving as the named Plaintiff. Ms. Baggett has worked closely with Plaintiffs' counsel since late 2009 to change the policy at issue. Since the lawsuit was filed in September 2011, she has regularly provided counsel with information and has informed numerous Class Members and other witnesses about the lawsuit. She attended pretrial hearings including the summary judgment hearing, and she attended a mediation in Worcester with then-Magistrate Judge Timothy S. Hillman. She answered interrogatories and document requests, many of which were of a highly personal nature, in painstaking detail. She spent many hours preparing for her deposition, which lasted for the full seven hours permitted under the Federal Rules. Although she was released from the WCC in 2011, the lawsuit has required her to continue to focus on painful memories of her time in jail. This

payment will be issued at the same time as the distribution payments to Class Members.

49. In addition to their respective shares as Participating Class Members, the four Class Members who gave depositions, will each receive \$2,000 from the Class Member Pool, subject to approval by the Court, to compensate them for their service to the Class and their time and effort in being deposed by defense counsel. Their work in this regard included meeting with Plaintiffs' counsel to prepare for the deposition and reviewing the transcript of the deposition afterwards.

50. Participating Class Members will each receive an equal share of \$150,000, which is the amount of the Class Member Pool remaining after payment of the above service bonuses to the class representative and the deponents. LOHF will calculate the amount of money due each Class Member by dividing \$150,000 by the number of Participating Class Members. Each Participating Class Member will receive the same amount regardless of how many times she was strip searched while a male officer operated the video camera.

51. LOHF will prepare a settlement distribution list in the form of a spreadsheet which will contain the legal names, current addresses, mailing addresses (if different), and Social Security Number or Taxpayer ID number of the Participating Class Members as well as the Distribution Amount for each Participating Class Member ("Distribution Spreadsheet"). LOHF shall send the Distribution Spreadsheet, along with all of the Substitute W-9 forms submitted by Participating Class Members, to Defendants' counsel after the time for any appeals to LOHF of denied claims has expired.

Any subsequent changes of address requests must be made in writing and must be signed by the Participating Class Member and must include an amended W-9 Form. The Defendants will give notice when the funds are appropriated and when the Comptroller's Office is no longer accepting address changes (which should be no more than 30 days before the checks are distributed). At this time, LOHF will send a final Distribution Spreadsheet that reflects all changes of address.

52. The Commonwealth will directly pay each Participating Class Member and Plaintiffs' Counsel. The Commonwealth may deduct any outstanding child support or tax obligations or other delinquent debts owed to the Commonwealth pursuant to M.G.L. Ch. 7A § 3, from a Participating Class Member's Distribution Amount if that Class Member owes any such obligations. The check stub or payment advice shall indicate the amount of any such deduction(s), the department for which the deduction(s) is (are) being made, and the contact information of such department(s). If a Participating Class Member receives no money from the settlement as a result of such deduction(s), then she shall receive a check stub or payment advice with the foregoing information concerning the deductions.

53. The Commonwealth will be responsible for all tax withholding and reporting as required by law. Participating Class Members are responsible for payment of any additional taxes and other withholdings for which they are legally responsible that may become due on settlement proceeds, and hold Defendants, and their counsel harmless from any and all claims for said taxes and withholdings thereon.

54. Each Participating Class Member's check will be made payable only in her name or in the name of a deceased Class Member's estate, provided the duly appointed estate representative has complied with ¶ 61 and completed a W-9 Form, and subject to the provisions of Paragraph 52. If the Class Member's address is listed on the Distribution List as "Class Member c/o [another individual]", the Commonwealth shall ensure that the Class Member's check is not made payable to the "Class Member c/o [such individual]." The check will contain a memo or other indication that it is payment for the "Hampden County class action settlement," to help Class Members identify the purpose of the check. The check will be mailed to the Participating Class Member at the legal address indicated on the Claim Form or as updated as provided in Paragraph 51, above. The Commonwealth shall not make changes to the addresses or other information on the Distribution

List without prior approval from Plaintiffs' counsel. If any Class Member contacts the Commonwealth with new contact information, the Commonwealth will provide this information to LOHF and tell the Class Member to contact LOHF.

55. If a Participating Class Member is confined in a prison, hospital, or other institution and has provided the address of such institution for payment, the settlement check will be sent to that address unless the Participating Class Member makes other acceptable arrangements in writing with LOHF.

VIII. POST-DISTRIBUTION ADMINISTRATION

56. The Commonwealth will prepare all 1099s, and any other tax forms relating to the settlement that are required by law, for all Participating Class Members during the next regular tax-form processing period following the distribution.

57. Within 60 days of mailing settlement checks to Class Members, the Commonwealth will provide to LOHF a settlement distribution report accounting for the distribution of the Settlement Proceeds, including attorney's fees and expenses. The report shall contain the following information for each Participating Class Member: full name; taxpayer identification number; vendor customer code; check number; check issue date; check clear date; amount of payment; amount of interception by the Commonwealth, if any; and address to which the check was sent.

58. One year after the original date of the first distribution, the Commonwealth will provide a final report accounting for the distribution of the Settlement Proceeds, upon written request, which shall include the information described in ¶ 57.

59. Class Members will be informed in the Claim Form that all settlement checks must be cashed within sixty days.

60. Checks not presented for payment within one year from the original date of issue will be subject to M.G.L. c. 29, § 32.

IX. DECEASED CLASS MEMBERS

61. If a Class Member is deceased, an authorized representative may file a Settlement Claim Form on behalf of the estate. However, the representative must provide to LOHF documentation that an estate has been established in accordance with the law and that he or she is the duly appointed representative.

X. RELEASE AND DISMISSAL

62. In consideration of payment of the Settlement Proceeds, and the Defendants' other undertakings hereunder, and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs, including those Class Members who do not file claims, hereby remise, release, acquit, satisfy, and forever discharge Defendants Michael J. Ashe, Jr., and Patricia Murphy, in their individual and official capacities, the Commonwealth of Massachusetts and all of their present and former agents, servants, independent contractors, officers, officials, employees and insurers as well as each of their estates, heirs, executors, personal representatives, successors in interest, and assigns (the "Released Parties"), of and from any and all manner of action and actions, cause or causes of action, suits, debts, dues, claims, rights, compensation, attorneys' fees, costs, expenses, compensation, damages and demands, including all known and unknown, foreseen and unforeseen, developed and undeveloped damages and the consequences thereof, and any and all claims of every kind, nature, and description whatsoever, in law (be it constitutional, statutory, or common law) or in equity, which Plaintiffs now have or ever had arising out of or in any way related to the allegations in the Complaint in the action entitled *Baggett, et al. v. Ashe, et al.*, United States District Court Civil Action No. 11-30223-MAP (D. Mass.), including any claims related to any of the inmate moves and/or strip searches at issue in the above action.

63. It is the express intent of the Plaintiffs to enter into and be bound by this full and final Settlement Agreement to settle and compromise all claims against the Defendants by the

Plaintiffs. Plaintiffs agree to the entry of a dismissal with prejudice of United States District Court Civil Action No. 11-30223-MAP (D. Mass.) upon Defendants' and the Commonwealth's performance in full of the terms of this Settlement Agreement, and upon Plaintiffs' receipt of the final distribution report as described in ¶ 58, except that Plaintiffs agree that any required statistical reporting set forth in Paragraph 21 above that is not yet required at the time that Defendants and the Commonwealth have performed all other terms of this Agreement will not delay the entry of dismissal with prejudice.

64. The Plaintiffs agree and acknowledge that no promise, inducement, or agreement, not expressly contained in this agreement, has been made to them. This Settlement Agreement supersedes any and all previous agreements or understandings, whether written or oral and contains the entire agreement by and among the Plaintiffs and the Released Parties with respect to the allegations in the Complaint in the action of *Baggett, et al. v. Ashe, et al.*, United States District Court Civil Action No. 11-30223-MAP (D. Mass.), including any claims related to any of the inmate moves and/or strip searches at issue in the above action.

65. It is the express intent of Defendants and of the Commonwealth of Massachusetts to be bound by this Settlement Agreement.

XI. COURT SUPERVISION

66. Until the aforesaid action has been dismissed pursuant to Paragraph 63 above, but not thereafter, the Court will retain jurisdiction over the settlement and may enter orders as appropriate to enforce it, to adjudicate the rights and responsibilities of the parties, and to effect fair and orderly administration.

67. Any deadlines, dates, or other details in this Settlement Agreement may be changed by the Court on a showing of good cause.

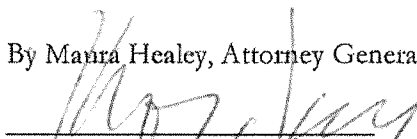
XII. EXHIBITS

68. The following Exhibits are attached to this Agreement:

- Exhibit A Class Notice to be mailed to Class Members.
- Exhibit B Claim Form to be mailed to Class Members.
- Exhibit C Generic Notice
- Exhibit D Generic Claim Form
- Exhibit E Press Release
- Exhibit F Legal Notice

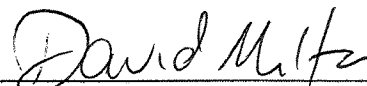
For the Defendants Michael J. Ashe, Jr.,
and Patricia Murphy,
and for the Commonwealth of Massachusetts,

By Maura Healey, Attorney General


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