

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FILED
UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

DEC 08 2006

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

MATTHEW J. DYKMAN
CLERK

Plaintiffs,

vs.

No. CIV-05-0036 BB/ACT

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

Defendants.

**FINAL JUDGMENT OF DISMISSAL AND
ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AGREEMENT**

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

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Fe County Defendants”) (hereinafter collectively referred to as “the Parties”) for final approval of the Stipulation of Settlement (“Settlement Agreement”) entered into by the Parties. The Court has considered the facts and legal authorities set forth in the Parties’ Joint Unopposed Motion for Final Approval of Class Action Settlement Agreement, the Memorandum in Support of Approval of Reasonable Attorneys Fees, Costs and Incentive Payments, and the affidavits submitted in support thereof; has reviewed the terms of the Settlement Agreement; has considered the matters presented to the Court at the Final Fairness Hearing held on December 8, 2006; and has determined that there is good cause for final approval of the Settlement Agreement and entry of this Order. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The notice provided to Class Members of the Settlement Agreement was the best notice practicable under the circumstances, within the meaning of Rule 23(c)(2)(B), Federal Rules of Civil Procedure.
2. No objections were received by any Class Member to the Settlement Agreement. Three members of the Class opted out.
3. The Court concludes that the Settlement Agreement was entered into in good faith, is reasonable, fair and adequate, and in the best interest of the Class, and should be and hereby is approved.
4. All claims in the Action as to the Released Persons as defined in the Settlement Agreement, including all claims for declaratory and injunctive relief, should be and hereby are dismissed with prejudice.
5. All Settlement Class Members as defined in the Settlement Agreement (“SCMs”) are enjoined from asserting against any Released Person, any and all claims

that the SCMs had, has or may have in the future arising out of the facts alleged in the Complaint.

6. Each Released Person is released from the claims which any SCM has, had or may have in the future, against such Released Person arising out of the facts alleged in the Complaint.

7. No person may assert any claim against the Class Representatives, Class Counsel, or Claims Administrator based on the distribution of the Settlement Fund made substantially in accordance with the Settlement Agreement and/or the orders of the Court.

8. Payments to Class Members shall be made as soon as practicable pursuant to the formula and procedure set forth in the Settlement Agreement.

9. Class Counsel are awarded reasonable attorneys fees, costs and gross receipts in the total amount of \$2,000,000, to be paid forthwith from the settlement fund.

10. Class Representatives are awarded incentive payments in the amount of \$42,750 per Class Representative, in addition to whatever payments to which they are entitled as Class Members, to be paid forthwith from the settlement fund.

11. The Court reserves continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Defendants and SCMs, to administer, supervise, construe and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of all the Parties.

IT IS SO ORDERED.

DATED: 12-8-06


U.S. DISTRICT COURT JUDGE

Submitted and Approved by:

SS// John C. Bienvenu electronically signed 12/1/06

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Mark H. Donatelli
John C. Bienvenu
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Telephonically approved 12/1/06

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Attorney for Santa Fe County Defendants

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