

medical purposes defined in paragraphs 25 and 27. Use of mechanical restraints in emergency response to serious group disturbances that pose an imminent risk to the safety of residents and staff or evacuation of the facility shall be permitted only in extraordinary circumstances and subject to the requirements of Paragraph 65.

The JTDC shall provide initial and yearly follow-up training in the legal and appropriate application of restraint techniques. The facility shall prohibit the use of any type of restraint by an employee who has not received training in the safe and humane application of that type of restraint. JTDC will maintain records detailing which employees have been trained and are authorized to apply restraint, the date of the training and the type of restraint that the employee was trained to use. In no case may any staff person use any type of force or physical restraint technique that risks placing any pressure on or near the neck, reducing a resident's ability to breathe, or constraining circulation. The defendants will prohibit the use of physical restraint except when all less restrictive methods are ineffective to prevent imminent injury to staff or residents, prevent an escape or attempt to escape, subdue a violent recalcitrant, or prevent property damage that jeopardizes the security of the institution. Each use of physical restraint to prevent imminent injury to staff or residents, prevent an escape or attempt to escape, subdue a violent recalcitrant, or prevent property damage that jeopardizes the security of the institution is limited to the amount of time reasonably necessary to prevent imminent injury to staff or residents, prevent an escape or attempt to escape, subdue a violent recalcitrant, or prevent property damage that jeopardizes the security of the institution. The use of physical restraint shall be limited to a period of time not to exceed five minutes absent extraordinary circumstances.

Within one hour after a resident has been released from physical restraint, a qualified health

care professional will evaluate the resident thoroughly to assure that no physical or psychological harm has occurred, will assure that appropriate actions are timely taken to prevent or respond to any injuries or needs, and will document the results of the evaluation and the actions that were taken. The examination will include complete vital signs, the level of consciousness, mental status exam, mood and signs of mental illness. The qualified health care professional performing the evaluation will when appropriate transfer the resident to an emergency room, release the resident from restraints, or arrange for examination by an appropriate specialist.

Whoever orders physical restraint or physically restrains a resident in an emergency situation for security purposes shall document its necessity and, within 24 hours, excluding weekends and holidays, place that documentation in the resident's medical file and deliver a copy to the superintendent and the Medical Director or Medical Administrator. All use of restraint, whether permissible or not, will be documented. The superintendent or her designee and the Medical Director or Medical Administrator shall review all emergency restraint orders for security purposes daily and shall investigate to address any patterns of use of restraints that might be inappropriate.

58. Room Confinement for Institutional Emergencies. Room confinement may only be used as a security or protective measure in response to or to prevent an emergency situation and to prevent imminent physical harm to residents or staff. An individualized determination must be made as to the danger posed with respect to each resident. In such a case, residents must be released from room confinement as soon as the risk of imminent physical harm has passed and order has been restored, but in no case may they remain confined pursuant to this Paragraph longer than two hours, absent extraordinary circumstances. All uses of room confinement for institutional emergencies shall be described in a written report prepared by the staff members involved prior to leaving the facility.

The report will include a description of the origin and behavior involved in the riot, group disturbance or other emergency, the residents and staff who were involved, and the identity of every resident who was confined as well as the location and duration of their confinement. A copy of this documentation will be provided immediately to the Superintendent and within twenty-four hours, excluding weekends and holidays, to the Monitor(s), plaintiffs' counsel and counsel for each of the residents who was confined. The Superintendent or her designee shall review all room confinement orders for institutional emergencies daily and shall investigate to detect and address any patterns of use of confinement that might be inappropriate.

59. **Protective Custody.** The defendants will assure that residents are not placed in isolative environments to protect them from harm from others, except where there is no other reasonable method for protecting the resident. To assure this result, the Implementation Plan will include a description of the actions the defendants will take to protect vulnerable residents, including the following:

a. Residents may not be placed in room confinement or other forms of seclusion to protect them from harm from others ("protective custody"), except for brief periods of time where there is no other method of adequately protecting the resident. Lack of adequate staffing or appropriate placement shall be a reason for placing a resident in room confinement for protective custody purposes only for as long as is necessary to bring in or reassign replacement staff. If a resident is placed in protective custody room confinement for such a situation, that room confinement may last no longer than three hours absent extraordinary circumstances. Protective custody room confinement shall not be used unless no other reasonable alternative for protecting the resident's safety exists. If the superintendent or her designee determines that such confinement is

necessary, the decision to maintain the resident in protective custody must be documented in writing and the reasons for taking such action must be included in the documentation. Copies of the documentation must be delivered, within 24 hours of placement in protective custody, excluding weekends and holidays, to the Monitor(s) and counsel for the plaintiffs, and made available to the attorney who is representing the resident in juvenile court proceedings, upon request.

b. Reasonable safety precautions shall be followed to prevent injuries to the resident in protective custody room confinement. Room confinement rooms shall be adequately lighted, heated and furnished, and residents will have immediate access to appropriate toilet facilities. If a door is locked, someone with a key shall be in constant close proximity nearby. All residents who are placed in protective custody room confinement must be evaluated within the first three hours of confinement by a qualified health care professional and a qualified mental health professional. Isolated non-systemic technical violations will not be an appropriate basis for a contempt citation. The health evaluation must include personal contact with the resident, notation of bruises or other trauma markings, and comments regarding the resident's attitude and outlook. The resident's mental status shall be assessed. If extraordinary circumstances are present and a resident remains in protective custody room confinement for longer than three hours, the health evaluation must be repeated on a daily basis. In addition to the health evaluations, a staff member must make a visual check of every resident in protective custody every 15 minutes, and must make personal contact with the resident every hour while the resident is awake. A log must be kept of all interactions with the resident while in room confinement.

c. The JTDC will create one or more residential living units that will provide appropriate, enhanced protection and supervision for residents who are particularly vulnerable.

d. In the event protective custody room confinement is necessary, the JTDC must assure that the resident receives a full day of programming and education to the extent that it is practicable while attempting to assure the resident's safety.

e. The Implementation Plan will describe specific actions to be taken to minimize or prevent judicial placement of residents into protective custody room confinement except where there is no other reasonable method for protecting the resident. Nothing in this Paragraph requires the defendants, after making reasonable efforts to avoid judicial assignment of protective custody room confinement, to violate the orders of a juvenile court judge, unless and until a federal court with jurisdiction over this agreement enters an order enforcing the terms of this Paragraph.

f. The JTDC will follow all laws applicable to the operation of a juvenile temporary detention facility regarding protective custody.

MONITORING

60. **Monitor(s).** The plaintiffs and defendants will select an independent and impartial monitor or monitors, who are knowledgeable concerning issues involving management and oversight of juvenile detention facilities, to jointly evaluate and report to the parties on implementation of and compliance with this Settlement Agreement. The duties of the Monitor(s) will include identifying actual and potential areas of non-compliance with this Agreement, facilitating the resolution of compliance issues without Court intervention, and recommending appropriate action by the Court in the event an issue cannot be resolved by discussion and negotiation among the Monitor(s) and the parties. The Monitor(s) shall not recommend intervention by the Court prior to providing the Defendants with written notice of the perceived deficiency and an allowance of a reasonable period of time to cure the alleged deficiency. The reasonable period of time shall not exceed 30 days absent

extraordinary circumstances. The reasonable period of time may be reduced in the event that it can be demonstrated that any delay would seriously jeopardize the safety or security of the JTDC and the detainees, staff or others present within the JTDC.

Where appropriate and for good cause, the Monitor(s) may retain consultants for the purpose of advising the Monitor(s) in the fulfillment of the Monitor(s) duties. Unless a delay would seriously jeopardize the safety or security of the JTDC and the detainees, staff or others present within the JTDC, the Monitor(s) will not retain such consultants until the Monitor(s) provide(s) written notice to the parties of the reasons why the Monitor(s) believe(s) such consultants are appropriate. If a party believes that the use of consultants is not appropriate, the party will provide written objections to the hiring of consultants to the Monitor(s) and the opposing party within 14 days. If no objection is provided, the Monitor(s) may hire such consultant(s), and the defendants will reimburse the Monitor(s) for reasonable expenses incurred. If a party objects to the hiring of consultants, the parties and the Monitor(s) will confer in an attempt to resolve any disagreement regarding the retention and use of consultants. In the event the parties and the Monitor(s) are unable to agree on a resolution of this issue, any party or the Monitor(s) may bring the matter to the Court for consideration. The Court will resolve the dispute and determine whether and to what extent the Monitor(s) will be permitted to retain such consultants.

The Monitor(s) shall be compensated by the defendants for his or her professional time, services, and expenses reasonably incurred, including all reasonable clerical, administrative and consulting support the Monitor may require in the fulfillment of his or her duties. The Monitor's compensation is subject to court approval with the defendants reserving the right to contest the amount of those fees and expenses. The Monitor(s) will report to the parties in writing on the use

of these funds beginning 180 days after Court approval of this Settlement Agreement and at least annually thereafter.

The parties will attempt to agree on the identity of a monitor. In the event they are unable to so agree within 30 days of the approval of this Settlement Agreement, any party within 10 days thereafter may submit the name of one person that party proposes as a monitor, together with a statement of the reasons the party supports the appointment of that person. The Court will select one of these two nominees as monitor or, at the Court's discretion, the Court may solicit additional nominees from the parties. If prior to concluding the monitoring duties, the Monitor(s) resign(s) or becomes unavailable to continue, or if the parties agree that he or she should be replaced, a new monitor will be selected jointly by the parties within 21 days of notice that replacement will be necessary. In the event the parties cannot agree on a replacement monitor, the same process described above will be used to select a monitor. The Monitor(s) or the parties, jointly or separately, may request termination of the monitoring process at any time after three years have elapsed since the date the Court approves this Agreement. The Court will grant the motion to terminate the monitoring process if the Court determines that the presence of a monitor no longer is helpful in facilitating compliance with the Agreement.

61. **Annual Plans.** Not later than ninety (90) days of the entry of an order by the Court approving this agreement, and September 1 of each following year, the defendants shall provide class counsel for plaintiffs with an Annual Plan describing in detail the specific actions the defendants will undertake during the following fiscal year and setting forth the actions taken to date to comply with the Implementation Plan and this Agreement. Review and modification of any such written plan or plans shall be governed by the terms of Paragraphs 62 and 63 of this Agreement.

62. **Review of Implementation and Annual Plans.** The Monitor(s) or the plaintiffs may raise any objections to the Implementation Plan and to the Annual Plans within 30 days of receiving them. If no objections to a plan are submitted by the Monitor(s) or the plaintiffs, the Plan becomes final and enforceable as part of this Agreement. If objections are submitted, the parties and the Monitor(s) shall meet in an effort to resolve any disagreements regarding the contents of the Plan. If, within 21 days from the receipt of any objection, the parties and the Monitor(s) are unable to reach an agreement as to the issues raised, either party or the Monitor(s) may request that an independent mediator be appointed to mediate the disputed issues. The Monitor(s) and the parties will attempt reach agreement on the identity of an independent and impartial mediator. In the event the Monitor(s) and parties are unable to reach an agreement regarding the identity of a mediator, the Monitor(s) and parties will submit nominations to the Court and the Court will appoint the Mediator. Defendants shall bear the cost of all mediation services. The opposing party or the Monitor(s) may submit, within 21 days, a response to the mediation request. The parties and the Monitor(s) may retain outside experts to advise the Mediator and the parties. The process for the Monitor(s) to retain an expert shall be governed by the provisions of paragraph 60. The Mediator will then recommend the final contents of the Plan. In the event that the parties accept the Mediator's recommendation, the recommendation will be enforceable as part of this Agreement. In the event mediation efforts fail, the issue or issues may be presented to the Court for consideration in accordance with the terms of this agreement. If, according to any party, the parties have failed to achieve agreement after 30 days, with or without mediation, any party may present the matter or matters to the Court for consideration. The Court will resolve the dispute and determine the final contents of the Plan, which will become enforceable as part of this Agreement.

63. **Modification of Plans.**

a. The Implementation Plan and any Annual Plan may be modified by defendants whenever defendants reasonably conclude that, despite their best efforts, (i) a provision of the Plan has been or will be unsuccessful in achieving its objectives or the objectives of the Plan or this Agreement; (ii) the provision while successful in achieving its specific objective also has or will have an unintended detrimental effect on other aspects of the safety or well-being of residents detained at JTDC, and defendants have proposed a modification that will achieve the same objective and avoid the detrimental effect; or (iii) the provision is no longer the most effective means of achieving the objectives, because the same or an improved level of compliance with this Agreement can be achieved with less cost. Modification of any timetable or deadline in a plan may be allowed provided defendants have made reasonable efforts to meet the deadline or timetable and the proposed modification is otherwise consistent with this Agreement.

b. Proposed modifications consistent with this Paragraph shall be submitted in writing by defendants to the Monitor(s) and class counsel for plaintiffs 60 days prior to the proposed effective date for such modification. Such a proposal shall describe the proposed modification and explain the reasons for the modification. The Monitor(s) or plaintiffs' counsel may raise any objections to the proposed modification within 28 days after receipt. If no objections to a proposed modification are submitted by the Monitor(s) or the plaintiffs, the modification shall be incorporated into the Plan. If objections are submitted, the parties and the Monitor(s) shall meet in an effort to resolve any disagreements regarding the proposed modification. If, within 14 days from the receipt of any objections, the parties and the Monitor(s) are unable to reach an agreement as to the issues raised, either party may request mediation of the disputed issues. The selection of a Mediator will

be governed by the process described in Paragraph 62 above. The Mediator will then recommend how the Plan should be modified and in what manner. Defendants shall bear the cost of all mediation services. If, after thirty days, mediation efforts fail, or any party believes that the issue or issues have not been resolved adequately, the issue or issues may be presented to the Court for consideration in accordance with the terms of this agreement. The parties may agree to alter any of the deadlines set forth in this Paragraph.

64. **Monitoring compliance with this Agreement.** The Monitor(s) and class counsel for plaintiffs shall receive from defendants sufficient information to permit them to evaluate the status of defendant's compliance with this Agreement. The obligations to provide such information will be discharged in the following manner:

a. Defendants shall provide information regarding compliance with this Agreement, the Implementation Plan and the Annual Plans to the Monitor(s) and class counsel for plaintiffs on an annual basis commencing six months after final approval of the Settlement Agreement. The parties and the Monitor(s) will jointly develop a set of performance standards to assist in evaluating the health, safety, and well-being of youths detained at JTDC within sixty days of the appointment of the Monitor(s). To the extent possible, the parties and the Monitor(s) will endeavor to use these categories to develop standards to evaluate compliance with this Agreement. The content and format of the Annual Reports shall be determined by the same process governing development of Implementation and Annual Plans set forth above, and shall, whenever appropriate, be designed to use and not duplicate, data, information, reports or quality assurance mechanisms already used by JTDC, required by state or federal law, or provided for under the terms of other court orders. Defendants need not file the Annual Reports with the Court. Any party may file the Annual

Reports with the Court as an Exhibit to a motion or for any other appropriate reason pursuant to this Agreement.

b. In addition to the Annual Report, the Monitor(s) or class counsel for plaintiffs may at any time make reasonable requests for, and defendants shall provide, additional reports or information relevant to evaluating compliance with this Agreement. The Monitor(s) and class counsel for plaintiffs, upon prior notice to defendants' counsel, shall have reasonable access to all records and information of JTDC or any other person or agency contracting with JTDC to provide care and services to class members. Any confidential information provided by defendants will be governed by the terms of the protective order entered in this case on March 28, 2000. The Monitor(s) and class counsel for plaintiffs, and any experts or consultants they retain, shall be permitted to review and copy such records and interview privately, at reasonable times and places, any person, including plaintiffs, visitors, JTDC or other County employees, and employees of agencies contracting with JTDC to provide care and service to class members upon reasonable notice to the attorneys for the defendants. The Monitor(s) also may conduct such interviews *ex parte* pursuant to Paragraph (f) below. The interviews by plaintiffs' counsel of JTDC or other County employees and employees of agencies contracting with JTDC to provide care and service to class members pursuant to this Paragraph will not be conducted outside the presence of the attorneys for the defendants. Nothing in this Paragraph precludes the plaintiffs' counsel from interviewing, consistent with applicable ethical rules, JTDC employees and employees of agencies contracting with JTDC to provide care and service to class members.

c. The parties and the Monitor(s) will attempt to agree on a set of performance standards for the JTDC that will assist in assessing progress toward accomplishing the purposes of

this Agreement. Progress toward meeting these performance standards will, to the extent possible, be evaluated in light of outcome measures agreed upon by the parties and the Monitor(s). Outcome measures of this kind might include, for example, reducing the use of disciplinary room confinement, reducing injuries to staff and residents, or increasing the percentage of residents who attend a full day of school. In the event the parties are unable to reach agreement on these performance standards and outcome measures, or in the event the Monitor(s) or counsel for the plaintiffs believe that the JTDC is not providing sufficient data so that appropriate outcome measures can be evaluated, a party or the Monitor(s) may file an appropriate motion with the Court seeking an order to resolve any such disagreement. The Court will determine whether the collection of particular information, or the use of appropriate performance standards or outcome measures, will aid in reasonably achieving compliance with this Agreement, and will enter any orders appropriate to accomplish that objective.

d. If the parties are unable to agree on the provision of information or access to records, information, persons, or agencies set forth in this Paragraph, either party may request mediation of the dispute. Defendants shall bear the cost of all mediation services. If, after thirty days, mediation efforts fail, or any party believes that the issue or issues have not been resolved adequately, the issue or issues may be presented to the Court for consideration in accordance with the terms of this agreement.

e. In the event that the plaintiffs assert that defendants are or are likely to be out of compliance with any of the terms of this Agreement, the Implementation Plan, or an Annual Plan, they shall so notify the defendants. Following receipt of such notice, the parties shall meet in an attempt to reach agreement on the extent, if any, of noncompliance or likely noncompliance and to

prepare a plan for achieving compliance. If the parties agree on the Plan, the Plan will be incorporated into and enforceable as part of this Agreement. In the event agreement is not reached, either party may request that the Monitor(s) mediate the disputed issue(s). The opposing party may submit, within 14 days, a response to the mediation request to the Monitor(s). The Monitor(s) will then determine the extent, if any, of non-compliance. In the event that the parties accept the Monitor(s)' opinion(s), the opinion(s) will be enforceable as part of this Agreement. Defendants shall bear the cost of all mediation services. If, after thirty days, mediation efforts fail, or any party believes that the issue or issues have not been resolved adequately, the issue or issues may be presented to the Court for consideration in accordance with the terms of this agreement. In the event plaintiffs conclude that the Implementation Plan or Annual Plan previously approved pursuant to the provisions of Paragraph 62 is inconsistent with the provisions of this Agreement, the mere fact of such approval shall not preclude plaintiffs from seeking relief under this Paragraph.

f. The Monitor(s) shall have the right, when he or she deems it appropriate for the performance of his or her duties, to visit the facility at any time without prior notice and to interview, ex parte, any person including JTDC staff, County officials, residents or counsel. The Monitor(s) will not communicate with the Court unless notice is first given to the parties.

EXTRAORDINARY CIRCUMSTANCES

65. For purposes of this Settlement Agreement, the phrase "extraordinary circumstances" means an unusual, unexpected and emergent situation that seriously jeopardizes the safety or security of the JTDC and the detainees, staff or others present within the JTDC. Any response to an extraordinary circumstance must be the least restrictive and intrusive appropriate to address the safety or security threat and should last only as long as the emergency circumstances exist. In such

circumstances, resort to the use of force is prohibited except as a last resort when all other means are inadequate to prevent imminent injury to staff or residents, prevent an escape or attempt to escape, subdue a violent recalcitrant, or prevent imminent and serious property damage that jeopardizes the security of the institution. The defendants will assure that appropriate JTDC staff or other Cook County personnel or officials take the following actions whenever there is an extraordinary circumstance:

a. As soon as possible, but no later than before being relieved of duties at the end of the scheduled shift, relevant facts will be thoroughly documented in a written report that will include a detailed description of the situation that gave rise to the threat to safety or security, the responses that were attempted, an explanation of the reasons no less restrictive response was appropriate, and a description of any actions that have been or in the near future will be taken to end any restrictions of resident rights or privileges necessitated by the extraordinary circumstances. Copies of that report will be provided, within 24 hours, excluding weekends and holidays, to the Director of Public Safety and Judicial Coordination, and made available to the parent or guardian of, and counsel for, any residents whose rights or privileges were affected by the response to the extraordinary circumstance, the Monitor(s), and plaintiffs' counsel in this litigation..

b. Within ten working days after the extraordinary circumstance occurred, the defendants will prepare and submit a written report and plan that analyzes the causes of the extraordinary circumstances and describes the specific actions to be taken reasonably to prevent such an event from happening again. If the Monitor(s) and the plaintiffs agree that this report and plan is a reasonable and appropriate response, the report and plan will be incorporated into and enforceable as part of this Agreement. If the Monitor(s) or the plaintiffs disagree with the report and

plan in whole or in part, the Monitor(s) and the parties will engage in the mediation and dispute resolution process described in Paragraph 62 above to determine the final contents of the plan, including the procedures therein for obtaining resolution by the Court of any disputes not resolved by mediation and negotiation.

TERMINATION OF AGREEMENT

66. If, after four years from the date of the execution of this Agreement, or thereafter, defendants believe they substantially complied with the terms of this Agreement, they shall notify the plaintiffs in writing of their desire to terminate this Agreement ("Termination Notice"). Plaintiffs will be permitted no less than 120 days from the date of receipt of the Termination Notice to respond. During those 120 days, plaintiffs' counsel will have an opportunity to conduct reasonable discovery concerning factual issues relevant to the determination of compliance. If plaintiffs wish to oppose the termination of the Agreement, plaintiffs must file a motion in the district court within 120 days from the date plaintiffs received defendants' Termination Notice. Plaintiffs shall have the burden of demonstrating that the defendants are not in substantial compliance with the terms of the Agreement.

OTHER TERMS

67. **Costs and attorneys' fees.** Plaintiffs are entitled to their costs, expenses, and reasonable attorneys' fees in accordance with the provisions of 42 U.S.C. § 1988 and the Prison Litigation Reform Act, 42 U.S.C. § 1997e, *et. seq.*, for reasonable actions undertaken to prosecute this cause of action and monitor this agreement. However, defendants reserve the right to contest the amount of those costs, expenses, and fees. Plaintiffs may file an application for attorneys' fees, costs and expenses within ninety days of the Court's approval of this Agreement or within such further

time as the Court or the Local Rules of the U.S. District Court for the Northern District of Illinois may allow. Plaintiffs reserve the right to request that this Court reconsider its decision that the Prison Litigation Reform Act ("PLRA") applies to this case or otherwise to order that the Attorneys' Fees provisions of the PLRA do not apply.


68. Delivery of notices or mailings.

a. Delivery or mailings to plaintiffs shall be made to Benjamin Wolf, Roger Baldwin Foundation of the ACLU, 180 N. Michigan Avenue, Suite 2300, Chicago, IL 60601.

b. Delivery or mailings to defendants shall be made to Patrick T. Driscoll, Jr. and Michael D. Jacobs, or their successors, Office of the State's Attorney, 500 Richard J. Daley Center, Chicago, IL 60602.

69. Resolution of claims. This Agreement shall constitute a final resolution of all claims, and only those claims, for injunctive and declaratory relief actually set forth in the Second Amended Complaint. By entering into this Settlement Agreement, the plaintiffs do not waive any rights they may have to seek relief resulting from the failure to provide an adequate education to any member or members of the plaintiff class or suing for damages for violation of any constitutional right whether or not violation of such right has a basis for a claim for injunctive and declaratory relief in the Complaint, Amended Complaint or Second Amended Complaint.

APPROVED:


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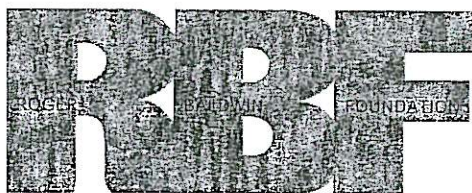
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Lorie A. Chaiten
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Jane M. Whicher
Staff Counsel

Eric Salcedo
Intake Director

Contributions to
The Roger Baldwin
Foundation
are tax deductible
as provided by law.

December 26, 2002

BY MESSENGER

The Honorable John A. Nordberg
United States District Court
219 S. Dearborn
Suite 1886
Chicago, IL 60604

Re: Jimmy Doe et all v. Cook County et al., 99 C 3945

Dear Judge Nordberg:

The parties have agreed on proposed language modifying Paragraph 66 of our Memorandum of Agreement to address the concerns you expressed at the fairness hearing in this case.

The proposed language describes a mandatory process in which, ninety days from the five-year anniversary of the Agreement, the parties evaluate whether the defendants have substantially complied with its terms. If the parties agree that defendants have substantially complied, we advise the Court that we believe the Agreement should be terminated. If the parties agree that the defendants have not substantially complied, we advise the Court that we believe the Agreement should remain in effect. If the parties disagree about whether or not the defendants have substantially complied, we are required to ask the Court to resolve the disagreement. We also propose modifying the time frames and other procedural aspects of the provision in the original Agreement concerning the defendants' right to request termination to make this provision consistent with the added one.

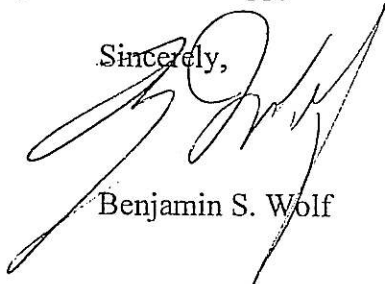
After looking again at the relevant case law and reviewing the Court's comments concerning the Agreement, the parties also thought a modest clarification of the language of the proposed order approving the Agreement was appropriate. A copy of our proposed order is enclosed.

The Honorable John A. Nordberg
December 26, 2002
Page 2

If this proposed new language is acceptable, the parties respectfully urge the Court to enter the enclosed order. Upon receipt of the order, the parties will provide an executed copy of the Memorandum of Agreement, with the new language in Paragraph 66, for the Court's file. If the proposed new language is not acceptable, counsel for the parties are prepared on short notice to discuss with the Court whatever changes you feel are appropriate.

Best wishes to you and your staff for a happy holiday season.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin S. Wolf", written over the typed name.

Benjamin S. Wolf

cc: Michael Jacobs
Thomas Geraghty
Harvey Grossman
Barry Irwin
Jean MacLean Snyder
Christopher Varas

ORIGINAL LANGUAGE

66. If, after four years from the date of the execution of this Agreement, or thereafter, defendants believe they substantially complied with the terms of this Agreement, they shall notify the plaintiffs in writing of their desire to terminate this Agreement (“Termination Notice”). Plaintiffs will be permitted no less than 120 days from the date of receipt of the Termination Notice to respond. During those 120 days, plaintiffs’ counsel will have an opportunity to conduct reasonable discovery concerning factual issues relevant to the determination of compliance. If plaintiffs wish to oppose the termination of the Agreement, plaintiffs must file a motion in the district court within 120 days from the date plaintiffs received defendants’ Termination Notice. Plaintiffs shall have the burden of demonstrating that the defendants are not in substantial compliance with the terms of the Agreement.

PROPOSED NEW LANGUAGE

66. The following procedures will govern termination of this Agreement.

a. Defendants’ Right To Review Of The Agreement After Four Years

If, after three years and nine months from the date of approval of this Agreement, or thereafter, defendants believe they have substantially complied with the terms of this Agreement, they shall notify the plaintiffs in writing of their desire to terminate this Agreement (“Termination Notice”). Plaintiffs’ counsel will have an opportunity to conduct reasonable discovery concerning factual issues relevant to the determination of compliance. If plaintiffs wish to oppose termination of this Agreement, plaintiffs must file a motion in this Court within 90 days from the date plaintiffs received defendants’ Termination Notice. This Agreement shall remain in effect until the Court resolves that motion. Plaintiffs shall have the burden of demonstrating that the defendants are not in substantial compliance with the terms of this Agreement. Nothing in this Agreement shall be interpreted to compel defendants to file a Termination Notice.

b. Mandatory Review Of Agreement After Five Years

If and only if defendants have not submitted a Termination Notice to plaintiffs, the parties and monitors shall meet four years and nine months from the date of approval of this Agreement to discuss whether defendants have substantially complied with the

terms of this Agreement. The parties will be permitted 90 days from this first meeting to file a stipulation or motion with the court reflecting the outcome of those discussions. During those 90 days, plaintiffs' counsel will have an opportunity to conduct reasonable discovery concerning factual issues relevant to the determination of compliance.

(i) If after those 90 days the parties agree that defendants have substantially complied with the terms of this Agreement, they shall submit to the court a stipulation terminating this Agreement.

(ii) If after those 90 days the parties agree that defendants have not substantially complied with the terms of this Agreement, they shall submit to the court a stipulation that this Agreement will remain in effect. The stipulation shall describe the basis for the parties' conclusion that defendants have not substantially complied with the terms of this Agreement.

(iii) If after those 90 days the parties do not agree as to whether defendants have substantially complied with the terms of this Agreement, plaintiffs shall file a motion in this Court opposing termination of the Agreement. Plaintiffs shall have the burden of demonstrating that the defendants are not in substantial compliance with the terms of this Agreement. This Agreement shall remain in effect until the Court resolves that motion.

c. Severability. The terms of this paragraph are severable. If a court with jurisdiction over this Agreement rules that the Prison Litigation Reform Act or any other federal law preempts any part of this paragraph, the remainder of this Agreement will remain in effect.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JIMMY DOE, WILLIE ROE, JOHNNY)
WOE and DANNY ZOE, CHARLIE ROE)
and ANDREW LOE on behalf of)
themselves and all others similarly situated,)
by their next friend,)
THOMAS GERAGHTY,)

Plaintiffs,)

v.)

COOK COUNTY and CLARA COLLINS,)
Superintendent, Cook County Juvenile)
Detention Center,)

Defendants.)

No. 99 C 3945

Hon. John A. Nordberg

Magistrate Judge Martin C. Ashman

ORDER APPROVING AGREEMENT

This cause coming to be heard pursuant to the Joint Motion for Approval of Settlement presented by the parties hereto, due notice having been given, and the Court having reviewed the Memorandum of Agreement ("Agreement"), the parties' proposed revisions to Paragraph 66 of the Agreement, and all other appropriate materials, having heard no objections to the settlement, having conducted such hearing as is appropriate under Rule 23(e) of the Federal Rules of Civil Procedure, and being otherwise advised in the premises,

THE COURT FINDS:

1. The resolution of this lawsuit as represented in the Agreement, as modified by the proposed new language in Paragraph 66, is fair, reasonable and adequate.

2. The Agreement is in full compliance with the requirements for settlement of a class action pursuant to the Prison Litigation Reform Act, 18 U.S.C. § 3626, including the specific requirements of 18 U.S.C. § 3626(a)(1) concerning prospective injunctive relief.

ACCORDINGLY, IT IS HEREBY ORDERED:

This action is dismissed without prejudice pursuant to the Agreement, and the Court shall retain jurisdiction over the parties and this action to enter any orders necessary or appropriate to enforce, modify or take any other appropriate action with regard to the terms of the Agreement.

Dated: ____ date of _____, 2002

John A. Nordberg
United States District Judge