

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

PAUL MARRIOTT, Both Individually, and on
Behalf of a Class of Others Similarly Situated;
BARBARA DAVIS; and ANDY RIVERA;

Plaintiffs,

vs

5:03-CV-531

COUNTY OF MONTGOMERY; MONTGOMERY
COUNTY SHERIFF'S DEPARTMENT; MICHAEL
AMATO, Individually, and as Sheriff of the County
of Montgomery; JEFFREY SMITH, Individually, and
as Undersheriff of the County of Montgomery;
KEVIN SNELL, Individually, and as former Undersheriff
of the County of Montgomery; JOHN PECORA,
Individually, and as Jail Administrator in the Montgomery
County Sheriff's Department; and SUE BUDDLES,
Individually, and as Lieutenant in the Montgomery
County Sheriff's Department,

Defendants.

APPEARANCES:

OF COUNSEL:

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3 New York Plaza
New York, NY 10004

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One Steuben Place
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One Steuben Place
Albany, New York 12207

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EDELMAN & DICKER LLP
Attorneys for Defendants
150 East 42nd Street
New York, New York 10017-5639

THOMAS W. HYLAND, ESQ.

DAVID N. HURD
United States District Judge

ORDER PRELIMINARILY APPROVING SETTLEMENT

WHEREAS, the plaintiffs and defendants have entered into a Settlement Agreement intended to resolve the litigation pending in this Court; and

WHEREAS, the Settlement Agreement, together with supporting materials, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of this action against the defendants; and

WHEREAS, the Court has before it the parties' Joint Motion for Preliminary Approval of Settlement and Joint Memorandum in Support of Motion for Preliminary Approval of Settlement, together with the Settlement Agreement and supporting materials; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both plaintiffs and defendants,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement and this Order.

2. The terms of the parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and that notice of the proposed settlement should be given as provided in this Order.

3. Pursuant to Fed R. Civ. P. 23, the Court conditionally certifies the following settlement class:

All persons in the United States who have been or will be placed into the custody of the Montgomery County Jail after being charged with misdemeanors, violations, violations of probation or parole, traffic infractions or other minor crimes, or held on civil matters, and were strip searched upon their entry into the Montgomery County Jail pursuant to the policy, custom and practice of the Montgomery County Sheriffs Department and the County of Montgomery. The class period commenced on April 29, 2000 and extended until March 25, 2005. Specifically excluded from the proposed class are Defendants, and all of the respective affiliates, legal representatives, heirs, successors, employees or assignees.

The above class definition supercedes and replaces the class definition contained in the Court's decision and order of March 25, 2005, certifying this action as a class action. All other findings of fact and conclusions of law in that decision and order remain in full force and effect, pending the final disposition of this action.

4. The Court approves the Class Notice of Settlement attached hereto as Exhibit A and the Summary Notice for Publication attached hereto as Exhibit B. The Court also approves the Notice Program as set forth in the Appendix of the Settlement Agreement.

Notice to Settlement Class and Appointment of Settlement Administrator

5. Counsel for the Class ("Class Counsel") are as follows:

Elmer R. Keach, III, Esq.
1040 Riverfront Center
P.O. Box 70
Amsterdam, NY 12010
Telephone (518) 434-1718
Facsimile (518) 770-1558

Bruce E. Menken, Esq. and
Jason J. Rozger, Esq.
BERANBAUM MENKEN BEN-ASHER & BIERMAN LLP
80 Pine Street, 32nd Floor
New York, NY 10005
Telephone (212) 509-1616
Facsimile (212) 509-8088

Gary Mason, Esq.
THE MASON LAW FIRM, PLLC
1225 19th Street, NW
Suite 600
Washington, DC 20036
Telephone (202) 429-2290
Facsimile (202) 429-2294

6. Beginning no later than October 27, 2006, Class Counsel shall cause to be disseminated the notices, substantially in the form attached as Exhibits A and B hereto, in the manner set forth in Paragraph IV of the Settlement Agreement. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class members will have sixty (60) days from the Notice Date to opt out, and one hundred twenty (120) days from the Notice Date to file claims. Prior to the Final Approval Hearing, plaintiffs and/or the Claims Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

7. The notice to be provided as set forth in the Settlement Agreement is hereby found to be the best practicable means of providing notice under the circumstances, and when completed, shall constitute due and sufficient notice of the proposed settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed R. Civ. P. 23, due process, the Constitution of the United States, the laws of New York and all other applicable laws. The Notices are accurate, objective, informative and provide Class members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

8. Class Counsel are authorized to retain Rust Consulting Inc., 117 Central Avenue North, Fairbault, Minnesota as the Claims Administrator in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

9. Any member of the Settlement Class that wishes to be excluded ("opt out") from the Settlement Class must send a written Request for Exclusion to the Claims Administrator, so that it is received by the Claims Administrator at the address indicated in the Notice on or before the close of the opt out period. The Request for Exclusion shall fully comply with the requirements set forth in the Settlement Agreement. Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion and timely transmit it to the Claims Administrator.

10. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the

Settlement Agreement, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Settlement Fund pursuant to the Settlement Agreement.

The Final Approval Hearing

11. A hearing on final settlement approval (the "Final Approval Hearing") is hereby scheduled to be held before this Court on March 23, 2006, at 10:00 a.m., at the United States Courthouse in Albany, New York, to consider the fairness, the reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of this class action with respect to the Released Parties that are defendants herein, and the entry of final approval order in this class action. Class Counsel's application for award of attorney's fees and costs shall be heard at the time of the fairness hearing.

12. The date and time of the Fairness Hearing shall be set forth in the Notice, but the Fairness Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class other than that which may be posted by the Court.

13. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

14. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class member may object to the proposed Settlement, entry of Final Order approving the settlement, and Class Counsel's application for fees and expenses by serving a written objection.

15. Any Class member making the objection (an "objector") must sign the objection personally. An objection must state why the objector objects to the proposed Settlement and provide the basis to support such position. If an objector intends to appear personally at the Fairness Hearing, the objector must include with the objection a notice of the objector's intent to appear at the hearing.

16. Objections, along with any notices of intent to appear, must be filed no later than 60 days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. These documents must be filed with the Clerk of the Court at the following address:

Clerk of the Court
U.S. District Court for the Northern District of New York
James T. Foley U.S. Courthouse
445 Broadway
Albany, NY 12207

17. Objections, along with any notices of intent to appear, must also be mailed to Class Counsel and counsel for Defendant at the address listed below:

CLASS COUNSEL:

Elmer R. Keach, III, Esq.
1040 Riverfront Center
P.O. Box 70
Amsterdam, NY 12010

DEFENSE COUNSEL:

Theresa Marangas, Esq.,
Wilson, Elser, Moskowitz, Edelman & Dicker
One Steuben Place
Albany, NY 12207

18. Only Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Fairness Hearing. Any Class Member who does not timely file and serve an objection in writing to the Settlement, entry of the Final Approval Order, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

19. Persons wishing to be heard at the Fairness Hearing are required to file written comments or objections and indicate in their written comments or objections their intention to appear at the Fairness Hearing. Settlement Class members need not appear at the hearing or take any other action to indicate their approval.

20. All members of the Settlement Class who do not personally and timely request to be excluded from the Class are enjoined from proceeding against the defendants for the claims made in the Complaint until such time as the Court renders a final decision regarding approval of the Settlement, and if the settlement is approved, enters a final order as provided in the Settlement Agreement.

Other Provisions

21. Upon approval of the settlement provided for in this Settlement Agreement, each and every term and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

22. All reasonable costs incurred in notifying members of the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: September 22, 2006
Utica, New York.

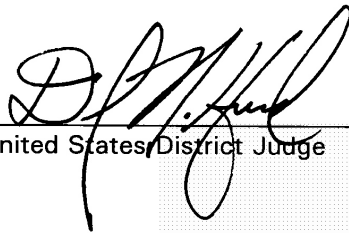

United States District Judge

Exhibit "A"

Legal Notice
United States District Court for the Northern District of New York

NOTICE OF PROPOSED SETTLEMENT AND HEARING

If You Entered the Montgomery County Correctional Facility from April 29, 2000 to March 25, 2005 And Were Strip Searched Upon Arrival, Then Your Rights Could Be Affected By A Proposed Class Action Settlement.

The United States District Court for the Northern District of New York authorized this notice. It is not from a lawyer. You are not being sued.

This is a proposed settlement of a class action lawsuit alleging that corrections officers employed at the Montgomery County Jail engaged in the practice of illegally strip searching all individuals charged with only misdemeanors, minor offenses, violations of probation or parole, or held on civil matters upon their entry into the Montgomery County Jail from April 29, 2000 until March 25, 2005. The proposed settlement does not include individuals who were charged with felony offenses at the time of their admission to the Montgomery County Jail.

The primary benefit of the settlement to class members is that each class member will be entitled to an equal share of \$2 million, after payment of administrative costs, incentive awards to the representative plaintiffs, and attorneys' fees and expenses. The Defendant is also required to agree to a court order that prohibits the Montgomery County Jail from conducting strip searches on new detainees brought to the Montgomery County Jail on non-felony charges absent reasonable suspicion that they are hiding contraband on their persons.

Visit the Settlement website at www.MCCFsettlement.com for additional details about the settlement. You may also get additional information by calling 1-800 [insert phone #] or by writing to [insert address].

Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	You must submit a Claim Form to receive payment under the settlement. You must submit a Claim Form by [insert date] to get any money.
Exclude Yourself	If you exclude yourself from the settlement, you will not be bound by the Settlement and final order and will not be entitled to a cash payment. You will be free to pursue your claims against the Defendants. This is the only option that allows you ever to bring or be part of any other lawsuit having to do with strip searches against the

	Defendants in this case. You must exclude yourself from the Settlement by [Insert Date].
Object	If you do not exclude yourself, you may write to the Court about why you do not like the Settlement or the request for legal fees and costs. You must object to the Settlement by [Insert Date].
Go to a Hearing	You may ask to speak in Court about the fairness of the settlement or the request for fees and costs.
Do Nothing	You get no payment. You give up your right to sue Defendants on these claims later.

These rights and options - **and the deadlines to exercise them** - are explained in this notice.

The Court in charge of this case still must decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval of the Settlement and after any appeals are resolved.

I. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have entered the Montgomery County Correctional Facility because of a non-felony offense, violation of probation or parole, or a family or civil court warrant from April 29, 2000 to March 25, 2005 and been strip searched upon arrival.

The Court sent you this notice because you have the right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of New York, United States District Judge David N. Hurd presiding. The case is called *Marriott v. County of Montgomery*, Index No. 03-CV-0531(DNH)(DEP). The people who sued are called Plaintiffs, and the municipality they sued the County of Montgomery, is called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim in this lawsuit that the County of Montgomery illegally strip searched individuals admitted to the Montgomery County Correctional Facility who were charged with non-felony offenses, in violation of the unreasonable search provisions of the United States Constitution. Defendant denies that it did anything wrong, and say that even if they did do something wrong.

III. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case Paul Marriott, Barbara Davis, and Andy Rivera) sue on behalf of all people who have similar claims. All of these people are a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Judge David N. Hurd is in charge of this class action.

IV. WHY IS THERE A SETTLEMENT?

Both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for everyone who it is alleged have been illegally strip searched.

V. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

Judge Hurd decided that everyone who fits this description is a Class Member: All persons in the United States who have been or will be placed into the custody of the Montgomery County Correctional Facility after being charged with misdemeanors, violations, violations of probation or parole, traffic infractions or other minor crimes, or held on civil matters, and were strip searched upon their entry into the Montgomery County Correctional Facility pursuant to the policy, custom and practice of the Montgomery County Sheriff's Department and the County of Montgomery. The class period commences on April 29, 2000, and extends to March 25, 2005. Specifically excluded from the proposed class are Defendants, and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

The Settlement does not cover individuals charged with felony offenses at the time of their entry into the Montgomery County Correctional Facility.

VI. DO I NEED TO PROVE THAT I WAS STRIP-SEARCHED, AND WHAT DOES THAT MEAN?

No, you do not need to prove that you were subjected to a strip search. In filling out the Claim Form, you will affirm, under penalty of perjury, that you were strip searched, and Defendants will accept this affirmation. If your name is included in the jail's booking records, your affirmation will entitle you to payment. If your name is not contained in the booking

records, you may be asked to provide additional documentation before being allowed to participate in the settlement.

A strip search occurred when, you were first admitted to the MCCF, you were ordered to take off some or all of your clothes by a Montgomery County employee, with that employee watching you undress, forcing you to undress out in the open, or observing you while you showered. Some members of the class may also have been forced to bend at the waist or manipulate body parts to allow for a visual inspection. If you were searched in this manner when you were booked into the facility, you are a member of the class and entitled to make a claim. You will need to provide an affirmation on the claim form.

VII. I WAS STRIP SEARCHED AFTER RECEIVING A VISIT AND ALSO WHEN RETURNING FROM COURT WHEN I WAS IN THE Montgomery County Correctional Facility. DOES THIS MEAN I CAN ALSO MAKE A CLAIM?

No. Searches of this type are permissible. You can only make a claim if you were subjected to a strip search when you first entered the facility; meaning when your picture and fingerprints were taken and you received the jail uniform.

VIII. HOW DO I KNOW WHETHER THE CRIME FOR WHICH I WAS CHARGED UPON ADMISSION TO THE Montgomery County Correctional Facility QUALIFIES ME FOR INCLUSION IN THE CLASS?

New York law creates three distinct categories of offenses: Felonies, Misdemeanors and Violations. Felonies are the most serious crimes, and are usually punishable with incarceration in state prison. Felony offenses are usually handled by a County Court Judge, and require indictment by a grand jury. Murder, burglary and rape are examples of felony offenses. Anyone charged with a felony upon admission to the Montgomery County Correctional Facility, even if they were also charged with misdemeanors or violations at the same time, is not a member of the class unless they were, on another occasion, admitted to the Montgomery County Correctional Facility solely on misdemeanor or violation charges.

Misdemeanors are minor crimes, and are, at most, subject to incarceration in a local jail. Misdemeanor offenses are handled by a City, Town or Village Court judge, and do not require indictment. Assault in the Third Degree, Petty Larceny and Unlawful Possession of Fireworks are examples of misdemeanor offenses. Anyone charged with a misdemeanor on their admission to the Montgomery County Correctional Facility is a member of the class.

Violations are minor infractions, and are not considered criminal conduct. While violations can result in brief incarceration in a local jail, they are generally resolved with a fine. Violations are handled by a City, Town, or Village Court judge, and do not require indictment. Disorderly Conduct, Unlawful Possession of Marijuana, traffic violations and city code violations are examples of violations. Anyone charged with a violation on their admission to the Montgomery County Correctional Facility is a member of the class.

The class further allows for individuals to make claims if they were admitted to the Montgomery County Correctional Facility for violating the terms of their probation or parole, or if they were subject to a civil commitment. Parole is only assessed if an individual has served time in state prison. If the individual was charged solely with violating parole or probation - for instance, not honoring their conditions of supervision or violating curfew, they are considered to be a member of the class. If an individual is charged with violating probation or parole and is at the same time charged with a felony, they are not a member of the class. A civil commitment is an order from a non-criminal court, usually the Family Court, committing that individual to the Montgomery County Correctional Facility. Individuals admitted to the Montgomery County Correctional Facility on a civil commitment, for example, a commitment for failure to pay child support, are members of the class.

IX. I WAS ADMITTED TO THE Montgomery County Correctional Facility BUT I CAN'T REMEMBER WHAT MY CRIMINAL CHARGES WERE. HOW CAN I FIND THIS OUT, AND HOW DO I KNOW IF THE CHARGE WAS A MISDEMEANOR OR VIOLATION?

There are several ways for potential class members to determine the nature of their criminal charges. First, you can review your charging documents, which should reflect both your actual charges and whether the charges were a misdemeanor or violation. For instance, the criminal complaint filed against you may state "Assault in the Third Degree," a "Class A Misdemeanor," or something similar for each separate charge. If you do not have your charging document and remember the local court where you were prosecuted, the court clerk will be able to help you find these documents.

If you need additional help determining whether you are a class member, or if you have other questions, you can contact the Settlement Administrator at [insert number].

You can still make a claim if you do not remember your criminal charges if you believe you are a member of the Class, but you may be asked for additional information.

X. I PLED GUILTY TO A CRIME. HOW DOES THIS AFFECT MY RIGHT TO PARTICIPATE IN THE SETTLEMENT?

If you were admitted to the Montgomery County Correctional Facility solely on misdemeanor or other minor charges, as defined above, you can participate in the settlement regardless of how you resolved your criminal charges. Even if you pled guilty to a crime, you may still recover just like any other class member.

XI. WHAT IF I WAS ADMITTED TO THE Montgomery County Correctional Facility ON MORE THAN ONE OCCASION? CAN I STILL PARTICIPATE IN THE SETTLEMENT?

Yes. Individuals who were admitted to the Montgomery County Correctional Facility on more than one occasion during the class period can be members of the class and can recover money. They can only recover one payment, however, meaning that you will not be provided with extra payments if you were admitted to the Montgomery County Correctional Facility more than one time.

XII. I AM STILL NOT SURE IF I AM INCLUDED.

If you are still not sure if you are included, you can ask for help. You can call [insert number] and the settlement administrator or class counsel may help answer your questions. For more information, you can also visit the website [insert address] Or you can just fill out the Claim Form and return it to the Settlement Administrator to see if you qualify.

THE SETTLEMENT BENEFITS - WHAT YOU GET

XIII. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay \$2,000,000 to resolve this litigation. That money will be used to 1) compensate Class Members who have been illegally strip searched; 2) pay for notifying Class Members and administering the settlement; 3) pay incentive awards to the named Plaintiffs and class representatives, Paul Marriott, Barbara Davis and Andy Rivera; and 4) pay attorneys' fees and expenses. Defendants have also agreed to alter their search policies for new detainees entering the Montgomery County Correctional Facility. A complete description of the settlement is provided in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [enter website address] or by calling [enter administrator phone number].

XIV. WHAT CAN I GET FROM THE SETTLEMENT?

The settlement provides that all class members who make claims will receive an equal share of \$2,000,000, minus the costs of notice and administration, an incentive award for the named Plaintiffs, attorneys' fees, and expenses.

If you have any liens in place from the Montgomery County Department of Social Services, Montgomery County has agreed to waive the assertion of those liens as it relates to payments from this settlement.

XV. WHAT IF I WAS STRIP SEARCHED UPON ADMISSION AFTER MARCH 25, 2005?

If you were strip-searched upon admission to the MCCF after March 25, 2005, you are not a member of this class action and are not entitled to a settlement payment. You are not

bound by this settlement for those claims. This means you can pursue your claims separately from this settlement with your own lawyer.

HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

XVI. HOW CAN I GET A PAYMENT?

To qualify for a payment, you **MUST** send in a Claim Form. A claim form is attached to this Notice. You can also get a claim form on the Internet at [insert web address]. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than [insert date].

You may be asked for additional documents, and will be contacted in writing.

XVII. WHEN WOULD I GET MY PAYMENT?

The court will hold a hearing on [insert date] to decide whether to approve the settlement. If Judge Hurd approves the settlement, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement. Please be patient.

XVIII. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Montgomery County, its employees, or its elected officials about the legal issues in *this* case. It also means that all the Court's orders will apply to you and legally bind you. If you sign the claim form, you will agree to release all claims that you have relating to having been strip searched.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Montgomery County, on your own, about the legal issues in this case, then you must take steps to opt out of the settlement. This is called excluding yourself - or is sometimes referred to as "opting out" of the Settlement Class.

XIX. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Marriott v. County of Montgomery*. Be sure to include your name,

address, telephone number and your signature. You must mail your exclusion request postmarked no later than [insert date] to [insert address].

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Montgomery County in the future.

XX. IF I DO NOT EXCLUDE MYSELF, CAN I SUE MONTGOMERY COUNTY FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Montgomery County, its employees, or its elected officials for the claims that this settlement involves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* class to continue your own lawsuit. Remember, the exclusion deadline is [insert date].

XXI. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself, do not send in a claim form to ask for money. But, you may sue, continue to sue, or be part of a different lawsuit against Montgomery County.

THE LAWYERS REPRESENTING YOU

XXII. DO I HAVE A LAWYER IN THIS CASE?

The Court approved Elmer Robert Keach, III, Esq., Amsterdam, New York, Beranbaum Menken Ben-Asher & Bierman LLP, New York, New York, and the Mason Law Firm, PLLC, Washington, DC to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

XXIII. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses as a percentage of the \$2,000,000 settlement, and payments of \$12,500.00 for Class Representative Paul Marriott, who provided substantial assistance to Class Counsel in the prosecution of this action, and was subject to public scrutiny as a result; \$15,000 for Class Representative Barbara Davis, who provided substantial assistance to Class Counsel in the prosecution of this action and was subjected to questions of a highly personal nature; and \$7,500 for Class Representative Andy Rivers, who also provided assistance to Class Counsel in the prosecution of this action. These amounts will be deducted from the settlement fund before payments are made to Class Members.

Montgomery County has agreed not to oppose these fees and expenses. The costs of administering the settlement will also be deducted from the settlement fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

XXIV. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give objections why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Marriott v. Montgomery County*. Be sure to include your name, address, telephone number, your signature, and the reasons you object to this settlement. Mail the objection to these three different places postmarked no later than [insert date].

COURT

Clerk of the Court
U.S. District Court for the Northern District of New York
James T. Foley U.S. Courthouse
445 Broadway
Albany, NY 12207

CLASS COUNSEL

Elmer R. Keach, III, Esq.
1040 Riverfront Center
P.O. Box 70
Amsterdam, NY 12010

DEFENSE COUNSEL

Theresa Marangas, Esq.,
Wilson, Elser, Moskowitz, Edelman & Dicker
677 Broadway
Albany, NY 12207

XXV. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the settlement.

You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be a part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to do so.

XXVI. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On [insert date] the United States District Court for the Northern District of New York will hold a fairness hearing in the James T. Foley United States Court House, 445 Broadway, Albany, New York in courtroom [insert courtroom] to determine whether the Class was properly certified and whether the proposed Settlement is fair, adequate, and reasonable. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision.

XXVII. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Hurd may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

XXVIII. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Marriott v. County of Montgomery*." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than [insert date] and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question XXIV. You cannot speak at this hearing if you excluded yourself.

IF YOU DO NOTHING

XXIX. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the settlement. But, unless you exclude

yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Montgomery County, its employees, or its elected officials, about the legal issues in this case, ever again.

GETTING MORE INFORMATION

XXX. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator at **[insert address]** or by visiting **[insert web address]**.

XXXI. HOW DO I GET MORE INFORMATION?

You can call **[insert number]**, write to the Settlement Administrator at **[insert address]**, or visit the website at **[insert web address]**, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for payment.

Exhibit “B”

COURT ORDERED LEGAL NOTICE

If you were admitted into the Montgomery County Correctional Facility between April 29, 2000 and March 25, 2005 and were strip searched when you entered, you could get a payment from a class action settlement.

A settlement has been proposed in a class action lawsuit about the strip search policies of the Montgomery County Correctional Facility ("MCCF"). The settlement will provide \$2,000,000 to pay claims from individuals who were admitted into the MCCF and charged with misdemeanors, violations, traffic violations, violations of probation or parole, or held on civil matters, and were strip searched upon their entry into the facility.

The United States District Court for the Northern District of New York authorized this notice. The Court will have a hearing to decide whether to approve the settlement, so that the benefits may be paid.

Who's Included?

You are a Class Member and could get benefits if you were admitted into the MCCF from April 29, 2000, through and including March 25, 2005, and you were charged with a misdemeanor, violation or traffic violation, violation of probation or parole, or held on a civil matter, and you were strip searched upon your entry into the Jail.

What's This About?

The lawsuit claimed that Defendant Montgomery County and its officers had an unlawful practice of strip searching everyone who was admitted into the Jail, whether or not there was a reason to search the individual. Defendants deny they did anything wrong. Both sides agreed to the settlement to ensure a resolution and to provide benefits to the Class Members.

What Does the Settlement Provide?

Defendant agrees to pay a total of \$2,000,000 to pay claims to Class Members, administrative costs of the settlement, incentive awards to the three named Plaintiffs, and attorneys' fees and expenses. Each Class Member who makes a claim will receive an equal share of the portion of the \$2,000,000 allocated to pay claims to Class Members. There are believed to be approximately 1,750 Class Members. You can only make one Claim, even if you were strip searched more than once.

How Do You Ask For A Payment?

A detailed Notice and Claim Form package contains everything you need. Just call or visit the settlement website, www.mccfsettlement.com, to get one. To qualify for a payment, you must send in a Claim Form. **Claim forms are due by [insert date], 2006.**

What Are Your Other Options?

If you don't want the settlement benefits or don't want to be legally bound by the settlement, you must exclude yourself by **[insert date] 2006** or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you exclude yourself, you can't get any benefits from this settlement. If you stay in the settlement, you may object to it by **[insert date] 2006**. The detailed notice, available by calling or visiting the website below, explains how to exclude yourself or object.

The court will hold a hearing in this case (*Marriott, et. al. v. County of Montgomery, et. al.* case no. 03-CV-0531) on **[insert date]**, to consider whether to approve the settlement and a request by the lawyers representing all Class Members (E. Robert Keach, Esq. Albany, NY, Beranbaum Menken Ben-Asher & Bierman LLP, New York, NY, and The Mason Law Firm, Washington, DC) for attorneys' fees and costs. You may ask to appear at the hearing, but you don't have to. For more information, call toll free 1-800-000-0000, visit the settlement website www.MCCFsettlement.com, or write to Settlement, P.O Box X, City, State, 00000.