UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DANA CLARK, individually and on behalf of a Class of others similarly situated, Plaintiff, vs. COUNTY OF SALEM, RAYMOND C. SKRADZINSKI, both individually and in his official capacity as the Warden of the Salem County Correctional Facility, SALEM COUNTY SHERIFF'S DEPARTMENT, CHARLES MILLER, both individually and in his official capacity as Sheriff of the County of Salem, Defendants.	CIVIL ACTION DOCKET NO. 07-CV 2259 (RMB)

NOTICE OF MOTION

To: Catherine L. Sackach, Esquire
WolfBlock LLP
1940 Route 70 East, Suite 200
Cherry Hill, NJ 08003
Attorneys for the Defendants

PLEASE TAKE NOTICE that on a date to be determined by the Court, the undersigned counsel for Plaintiff shall move before the Honorable Judge Renee Marie Bumb, or whomever may be sitting in her stead, in the United States District Court for the District of New Jersey, Camden Vicinage, located in the Mitchell H. Cohen building & U.S. Courthouse, Fourth & Cooper Streets, Camden, New Jersey, for an order approving a proposed class action settlement, and the provisional certification of a settlement class, as detailed in the attached Settlement Agreement annexed to the accompanying Declaration of Seth R. Lesser. Plaintiff further moves for an order designating Plaintiff as representative of the class and designating the undersigned counsel as class counsel.

PLEASE TAKE FURTHER NOTICE that at the aforesaid time and place Plaintiff shall rely on the accompanying Memorandum of Law and the accompanying Declaration of Seth R. Lesser, Esquire, with exhibits, in support of their motion. A proposed order accompanies this motion.

Dated: December 30, 2008

Respectfully submitted,

/s/ Seth Lesser

Seth Lesser
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ATTORNEYS FOR PLAINTIFFS AND PROPOSED CLASS

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DANA CLARK, et al.,	)	
	)	
Plaintiffs,	)	Case No. 07-cv-2259 (RMB)
	)	
v.	)	
	)	
COUNTY OF SALEM, et al.	)	
	)	
Defendants.	)	

PLAN OF DISTRIBUTION

The defendants, County of Salem, Raymond C. Skradzinski, Salem County Sheriff's Department and Charles Miller (together, "Defendants"), have agreed to settle this class action by, among other things, paying $640,000 into a Settlement Fund for the benefit of Class Members and the named plaintiff in this litigation. Subject to Court approval, Class Counsel intend to distribute the Settlement Fund as set forth below. As more fully set forth in the Settlement Agreement and the Class Notices, Class Members have the right to submit to the Court objections for its consideration to the Settlement and/or this Plan of Distribution.

Distribution to Class Members

Each Class Member who files a valid claim will receive their *pro rata* share of the Settlement Fund when the Fund is distributed after final approval. Based on claims rates from other settlements, Class Counsel estimates that Class Members will receive between $350 and no more than $950 per claim. Individuals who were admitted to the Salem County Correctional Facility on more than one occasion will only be allowed to file one claim against the Settlement Fund.

In the event that the pro rata share of each claimant is more than $950, the maximum payment to each Class Member will be $950, and Defendants will receive a reverter of any remaining funds.

Attorneys' Fees, Costs, Administrative Expenses and Incentive Awards

Pursuant to the Settlement Agreement and applicable law, Class Counsel intend to seek from the Settlement Fund reimbursement for the costs advanced in the prosecution of this litigation and an award of attorneys' fees. Plaintiff's counsel will apply to the Court for an award of costs and attorneys' fees of no more than thirty percent (30%) of the Settlement Fund, or $192,000, and pre-settlement litigation expenses of $6,500. Additionally, Class Counsel propose to allocate $2,500 of the Settlement Fund to pay an incentive award to class representative Dana Clark, who, Class Counsel maintain, provided substantial assistance to them during the prosecution of this litigation. Deducting for estimated administrative expenses of $135,000, which includes costs of notice and publication, and for attorneys' fees, costs and incentive awards, Class Counsel estimate that there will be approximately $304,000 in the Settlement Fund for distribution to Class Members.

Court Approval

At the time of the final approval hearing, Class Counsel will detail to the Court the reasonable expected final distribution to be made to settlement claimants, depending upon the number of claims made to that date and that might be expected to be made, and the approximate amount that would be paid per claim. Subject to the Court's approval, all proceeds to Class Members will then be paid based on the final distribution amounts provided at the time of the Final Approval Hearing.

Dated: December 30, 2008

Respectfully submitted,

/s/ Seth Lesser

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ATTORNEYS FOR PLAINTIFFS AND PROPOSED CLASS

SETH R. LESSER, ESQ.
1311 Westchester Avenue
White Plains, New York
914-997-5656
slesser@klafterolsen.com

Seth Lesser is a partner in Klafter Olsen & Lesser, a New York, New Jersey and District of Columbia law firm where he practices in the areas of consumer advocacy, mass torts and wage and hour litigation, largely on behalf of defrauded consumers, businesses and employees. He is admitted to the bars of those three jurisdictions, as well as over a dozen federal courts (*see* below).

Mr. Lesser is a graduate of Princeton University, A.B., *summa cum laude* (1983); Oxford University, D.Phil. in Modern History, recipient of a Marshall Scholarship (1985); and Harvard Law School, J.D., *magna cum laude*, where he was an editor of the HARVARD JOURNAL OF INTERNATIONAL LAW and of the HARVARD ENVIRONMENTAL LAW REVIEW (1985). In addition, he was the coxswain of the Oxford Blue Boat in the Oxford-Cambridge Boat Race (1984 & 1985).

SUMMARY OF PROFESSIONAL ACTIVITIES

Since 1995, Mr. Lesser has primarily represented plaintiffs in class and collective actions and mass tort cases. In addition to being lead class counsel in numerous state court cases, particularly prior to the enactment of the federal Class Action Fairness Act, he has been the lead or co-lead plaintiffs' counsel in a number of federal MDLs, including, among others, MDL-1346 (*In re Amazon-Alexa*) (sole lead; settled); MDL-1352 (*In re Doubleclick*) (co-lead; settled); MDL-1708 (*In re Guidant Implantable Heart Devices*) (co-lead; settlement pending); MDL-1739 (*In re Grand Theft Auto Video Game Consumer Litigation*) (sole lead; settlement pending); and MDL-1903 (*In re Pepsico, Inc. Bottled Water Sales Practices*) (sole lead). He has also been on numerous MDL Executive/Steering Committees, including, at the present time being on the Executive Committee in MDL-1845 (ConAgra Peanut Butter Products Liability Litigation) and is presently class counsel in several litigations. In addition, he was the lead New York class counsel in the Fen/Phen diet drug litigation and in that case obtained the first certification under New York law for a medical monitoring class, and was the designated New York class counsel in the nationwide settlement with American Home Products. He has been the lead plaintiffs' counsel in several dozen successful class actions including consumer, privacy, mass tort and securities litigations. The *Doubleclick* class of nearly every user of the Internet in the country represented possibly the largest class in any class action settlement. In recent years, he has obtained class and collective certifications in a number of cases involving failures of companies to pay their employees legally required overtime.

Mr. Lesser was the National Association of Consumer Advocates' Attorney of the Year in 2005. He regularly speaks and writes on tort and class action issues and has been quoted in numerous publications. Among other appointments, from 1998 through 2001, he served as the representative of the American Council on Consumer Interests to the United Nations.

Mr. Lesser has long been active in bar association and other professional groups. He is a member of, *inter alia*, the American Law Institute; the American Bar Association and several of its committees; the Second Circuit Federal Bar Council; the Bar Association of the City of New York; the National Association of Consumer Advocates; the American Association for Justice; and the National Employment Lawyers Association.

Professional organization appointments have included being elected to the American Law Institute in 2007; and being the Chair of American Bar Association's Business Law Section's Environmental Litigation Subcommittee (1995-2002); the Co-Chair of the ABA's Business Law Section's Annual Review of Litigation (1995-1998); a member of the New York City Bar Association's Committees on Consumer Affairs (1995-1998) and Federal Courts (1998-2001); a member of the Federal Bar Council's Second Circuit Courts Committee (2006 to date); and Co-Chair of the American Association for Justice's Food-borne Illness Litigation Group (2007 to date). He also was the Chair of the National Association of Securities and Consumer Attorneys' Consumer Committee from 2003 to 2005. He was asked to draft revisions to New York State's class action law (2002-2003; Report, 2003). He has been involved in the drafting of numerous recommendations, testimony, reports, and other materials for these professional organizations. In addition to the foregoing, he is presently serving on the *amicus* committee of the American Association for Justice.

Mr. Lesser is presently on the Editorial Advisory Board of the *Class Action Law Monitor* and was recently elected to the Board of Directors of the National Association of Consumer Attorneys (term commenced January 2008).

PUBLICATIONS (sample). Among others, Mr. Lesser's publications include:

Consumer Class Actions, Fifth Edition (2002) and Sixth Edition (2006) (Contributor & Ed.), published by the National Consumer Law Center

"Time price differentials in the rent-to-own industry: implications with empowering vulnerable consumers," 29(2) INTERNATIONAL JOURNAL OF CONSUMER STUDIES, 119-24 (March 2005) (co-author)

Annual Review of New York's Consumer Protection Statute, NEW YORK LAW JOURNAL (annual review articles, 1997-2005)

New Jersey's Consumer Fraud Law, NEW JERSEY LAW JOURNAL (review article, 2003)

"Internet Privacy Litigation and the Current Normative Rules of Internet Privacy Protection," *Considering Consumer Privacy*, Center for Democracy & Technology (March 2003; P. Bruening, ed.)

"Privacy Law in the Internet Era," INTERNET LAW & BUSINESS, September 2002

"The Second Circuit Cuts Back on Diversity Jurisdiction," NEW YORK LAW JOURNAL (April 16, 1997)

"New Pleading Requirements for Consumer Fraud Suits," NEW YORK LAW JOURNAL (October 25, 1996)

SPEAKING ENGAGEMENTS (sample). Among others, Mr. Lesser's engagements as a featured speaker have included:

American Council on Consumer Interests: Rent-A-Own – Consumer Issues (Orlando, Florida, August 2008)

American Association for Justice: The Status of Daubert Today (Philadelphia, July 2008)

Federal Bar Council Fall Retreat: Rule 23 in The Second Circuit (Lenox, Massachusetts, October 2007)

American Bar Association: Speaker at numerous conferences and teleconferences, including "Class Actions and Consumers," (ABA Connection Teleconference, June 20, 2007); Fourth National Institutes on Class Actions (October 2005); "Class Action Practice After The Fairness Act of 2005" (Teleconference, March 17, 2005); Internet Privacy Issues (Teleconference Seminar, Sept. 19-20, 2001) (also featured in article on same topic in ABA JOURNAL, September 2001); Business Law Section's Annual Review of Litigation (Various locations, 1995-1998) (co-chair)

Mealy's Publications, Mealey's Drug & Medical Device Litigation Conference (San Diego, May 2007)

National Association of Consumer Advocates: Speaker at various conferences on topics relating to consumer finances, class actions and complex litigation (Various locations, 1999-2007)

National Consumer Law Center: Speaker at Annual Symposium on Class Actions (Various locations, 2000-2006) and on other topics relating to consumer law

Practicing Law Institute: Speaker at multiple conferences, including Consumer Financial Services Litigation (New York, 2000-2003) and the First through Fourth Institutes on Privacy Law (New York & San Francisco, 2000-2004)

Mealy's Publications, Representing Toxic Tort Victims (Philadelphia, Pennsylvania, 2003)

Computers, Freedom & Privacy ("CFP") Conference, Speaker at 12th Annual Conference (San Francisco 2002)

Mealy's Publications, Rezulin Conference, Speaker (Alexandria Virginia, 2000)

Reinsurance Association of America, Speaker on Year 2000 litigation issues (New York, 1999)

BAR ADMISSIONS

Mr. Lesser is admitted to the following Bars: State of New Jersey (1988); U.S. District Court, District of New Jersey (1988); State of New York (1989); U.S. District Court, Eastern District of New York (1989); U.S. District Court, Southern District of New York (1989); District of Columbia (1990); U.S. Court of Appeals, District of Columbia Circuit (1994); U.S. Court of Appeals, Ninth Circuit (1997); U.S. Court of Appeals, Tenth Circuit (1997); U.S. Supreme Court (1998); U.S. Court of Appeals, Second Circuit (1998); U.S. District Court, District of Colorado (2000); U.S. Court of Appeals, Sixth Circuit (2001); U.S. Court of Appeals, First Circuit (2002); U.S. Court of Appeals, Third Circuit (2003); U.S. District Court, Central District of Illinois (2004); U.S. Court of Appeals, Seventh Circuit (2004); U.S. Court of Appeals, Eleventh Circuit (2005); U.S. District Court, Northern District of New York (2006); U.S District Court, District of Connecticut (2006).

PERSONAL INFORMATION

Seth Lesser is married to Ellis Rosen Lesser and has four young daughters, Lily, Molly, Annabelle and Caroline. He resides in Chappaqua, New York, where he is the current President of the Hillholme Association.

September 2008

ASSOCIATES

Fran L. Rudich

Fran L. Rudich concentrates her practice in complex litigation and class action matters, with a particular emphasis in representing employees in all aspects of employment law, particularly sexual harassment, various issues of discrimination, and cases involving violations of the Family and Medical Leave Act (FMLA), the Fair Labor Standards Act, and state wage and hour statutes. Ms. Rudich's other areas of expertise include consumer class actions, representative actions, and tort actions on behalf of defrauded and injured businesses and people. Ms. Rudich has been the lead attorney in numerous multi-million dollar employment discrimination jury verdicts against major national entities and corporations.

Admitted to Practice:
Massachusetts (1986)
New York (1987)
U.S. District Court, District of Massachusetts (1987)
U.S. District Court, Southern District of New York (1988)
U.S. District Court, Eastern District of New York (1988)
U.S. District Court, Middle District of Illinois (2003)
U.S. Court of Federal Claims (2004)

Education:
Bachelor of Arts, University of Massachusetts, 1983 (Summa cum laude)
Juris Doctor, Hofstra University School of Law, 1986

Professional Affiliations:
National Employment Lawyers Association
American Trial Lawyers Association
American Bar Association
New York Bar Association
Bar Association of the City of New York

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FIRM PROFILE

Civil Litigation in Federal and State Courts. General Commercial Practice. Antitrust, Civil Rights, Government Relations, Products Liability, Administrative, Securities, Health Care and Franchise.

ATTORNEYS

Jonathan W. Cuneo, born New York, New York, September 10, 1952. Admitted to the District of Columbia Bar, 1977; New York Bar, 2006. Admitted to practice before the United States Supreme Court, 1994; U.S. District Court, District of Columbia, 1978; United States Court of Appeals for the Second Circuit, 2002; United States Court of Appeals for the Third Circuit, 2004; United States Court of Appeals for the Fourth Circuit, 2005; U.S. Court of Appeals, District of Columbia Circuit, 1978; U.S. District Court for the Eastern District of New York, 2006; U.S. District Court for the Southern District of New York, 2006; U.S. District Court for the Northern District of New York, 2002. Education: Columbia College (A.B., 1974); Cornell University (J.D., 1977). Law clerk to Honorable Edward Tamm, U.S. Court of Appeals, District of Columbia Circuit Court (1977-1978). Attorney, Office of the General Counsel, Federal Trade Commission (1978-1981); Counsel, Subcommittee on Monopolies and Commercial Law, House Committee on the Judiciary (1981-1986); General Counsel, Committee to Support the Antitrust Laws (1986-present); General Counsel, National Association of Securities and Commercial Law Attorneys (1988-1996); Legislative Counsel, National Coalition of Petroleum Retailers and Service Station Dealers of America (1988-1994); Arlington County Democratic Committee (1983-1987). Honors and Activities: Finalist, 2006 Trial Lawyer of the Year, Trial Lawyers for Public Justice; Board of Editors, Class Action Reports. Publications: "Judge Tamm and the Evolution of Administrative Law: The Art of Judging," 74 Georgetown L.J. 1595 (1986); "Pulling the Plug on Antitrust Law," The Nation (September 26, 1987) (with Jerry Cohen); "House Takes Up Cause of Discounters," Legal Times, Vol X, No. 30, December 1987; "Supreme Court's `Sharp' Ruling Means Higher Prices, Fewer Choices for Consumers," Manhattan Lawyer, May 31 - June 6, 1988; Chapter, "Consumer Protection -- Federal Trade Commission" as part of "Changing America: Blueprints for the New Administration," edited by Mark Green (1992); "Antitrust and Clinton: Changes on the Horizon" The California Lawyer, February 1993; "Action on Class Actions," The Recorder, April 30, 1997; "The Gold Train Case: Successfully Suing the United States on Behalf of a Class of Holocaust Era Victims," 27 Class Action Reports 139 (with Professor Charles Tiefer) (2006). Faculty Member: "Copyright for the Nineties: What Every Lawyer Needs to Know", a series by West Publishing Company (1990); Guest Lecturer: Southwestern Law School, 1997 and 1998; numerous appearances in CLE programs in the United States and Canada; District of Columbia Judicial Conference, 2005.

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Pamela B. Gilbert, born New Brunswick, New Jersey, October 3, 1958. Admitted to the New York Bar, 1985; District of Columbia Bar 1986. Admitted to practice in New York and D.C. Education: Tufts University (B.A., 1980); New York University (J.D. ,1984). Consumer Program Director, U.S. Public Interest Research Group (1984-1989); Legislative Director, Executive Director, Public Citizen's Congress Watch (1990-1992; 1992-1995); Executive Director, Consumer Product and Safety Commission (1996-2001); Chief Operating Officer, M&R Strategic Services (2001-2002). Member: New York Bar Association; District of Columbia Bar Association; and American Bar Association.

Charles J. LaDuca, born Buffalo, New York, September 30, 1974. Admitted to the New York State Bar, 2001; District of Columbia bar, 2002; Third Circuit Court of Appeals, 2004; United States District Court for the Northern District of New York Bar, 2002. Education: George Washington University (B.A., 1996); Catholic University of America (J.D., 2000). Member: District of Columbia Bar Association (Corporation, Finance and Securities Law Section); New York State Bar Association; New York State Society.

David W. Stanley, born St. Louis, Missouri, May 30, 1944. Admitted to the District of Columbia Bar, 1973; Virginia State Bar, 1972. Admitted to practice before the U.S. District Court, District of Columbia, 1974; U.S. Court of Appeals, District of Columbia Circuit, 1978; U.S. Supreme Court, 1980. Education: University of Virginia (B.A., 1966); University of Virginia School of Law (J.D., 1972). Law clerk to Honorable Gerard D. Reilly, Chief Judge, District of Columbia Court of Appeals (1972-1973). Assistant U.S. Attorney, U.S. Attorney's Office for the District of Columbia, 1973-1984 (Fraud Division, 1981-1984); Assistant Chief Trial Attorney, Division of Enforcement, U.S. Securities and Exchange Commission (1984-1987); Of Counsel, Swidler & Berlin, Chartered (1987-1992). Member: District of Columbia Bar (Corporation, Finance and Securities Law Section; Litigation Section); District of Columbia Bar Association; Assistant U.S. Attorneys Association (President, 1994-1995); Association of Securities and Exchange Commission Alumni; The Barristers.

Daniel Cohen, born Detroit, Michigan, January 24,1958, Admitted to the Florida Bar, 1989; District of Columbia Bar, 2001. Education: Ithaca College (B.A. 1981); Western New England School of Law (J.D., 1988). Defense Criminal Trial Attorney, Public Defenders Office, Jacksonville Florida, 1989- 1999. Member: District of Columbia Bar Association (Antitrust and Consumer Law Section, Arts, Entertained, and Sports Law Section); Florida State Bar Association.

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Steven N. Berk, born Chicago, Illinois, July 2, 1959. Admitted to the Illinois State Bar, 1985; District of Columbia Bar, 1990; United States District Court for the Northern District of Illinois, 1986; United States District Court for the District of Columbia, 1991; Seventh Circuit Court of Appeals, 1987; Tenth Circuit Court of Appeals, 1994; Fifth Circuit Court of Appeals, 1996; United States Supreme Court, 1995. Education: Washington University (A.B. 1981); London School of Economics (MSc. 1982); Boston College School of Law (J.D. 1985). Associate, Isham, Lincoln & Beale (1985-1987), Jenner & Block (1987-1989, 1994 - 1996); Trial Attorney, Office of the General Counsel, United States Securities and Exchange Commission (1989-1990); Assistant United States Attorney for the District of Columbia (1990-1994); Partner, Jenner & Block (1996-2000). **Member**: District of Columbia Bar Association (Antitrust and Consumer Law Section, Corporate Finance and Securities Law Section).

William H. Anderson, born Trenton, New Jersey, March 28, 1979. Admitted to the Pennsylvania Bar, 2004. Education: The George Washington University (B.A., cum laude 2000); American University (J.D., 2004). Law clerk to the Honorable Rhonda Reid Winston, Superior Court, District of Columbia (2004-2005). Member: Metropolitan Washington Employment Lawyers Association; Charlotte E. Ray, American Inns of Court.

Alexandra Coler, born Bucharest, Romania, October 9, 1977. Admitted to the New York State Bar, 2003; Massachusetts State Bar, 2003; Pennsylvania State Bar, 2004; United States District Court for the Eastern District of Pennsylvania 2005. Education: Brandeis University (B.A. cum laude 1999); Fordham University Law School (J.D. 2002). Law clerk to the Honorable John E. Jones III, United States District Court for the Middle District of Pennsylvania (2002-2004); Associate, MacElree Harvey, Ltd. (2004-2006). Member: Pennsylvania Bar Association.

COUNSEL TO THE FIRM

Michael G. Lenett, born New York, New York, February 24, 1962. Admitted to the District of Columbia bar, 1990; Maryland State bar, 1989; Virginia State bar, 1988 (resigned 1994). Admitted to practice before the U.S. District Court, District of Columbia, 1999; U.S. Supreme Court, 1992; U.S. Court of Appeals for the Tenth Circuit, 1991; U.S. Court of Appeals for the Ninth Circuit, 1990. Education: Brandeis University (B.A., with Honors, magna cum laude 1984); Georgetown University (M.A., 1988); Georgetown University (J.D., 1988); Georgetown University (LL.M., with Distinction 1992); Senior Articles and Notes Editor, American Criminal Law Review. Associate, McGuire, Woods, Battle and Boothe (1988-1990); Staff Attorney (1990-1991), Senior Counsel (1991-1993) and Special Counsel (1993), Office of the General Counsel, U.S. Securities and Exchange Commission; Adjunct

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Professor, The National Law Center, George Washington University (1992-1993); Counsel, Subcommittee on Antitrust, Monopolies, and Business Rights, Committee on the Judiciary, United States Senate (1993-1995); Democratic Counsel, Committee on the Judiciary, United States Senate (1995-1996). Member: District of Columbia Bar Association (Corporation, Finance and Securities Law Section; Litigation Section); Maryland State Bar Association; Bar Association of Montgomery County; American Bar Association (Government and Public Sector Lawyers Division; Young Lawyers Division; Business Law Section; Litigation Section). Publications: "Taking A Bite Out of Violent Crime," University of Dayton Law Review (March, 1995); "The SEC Enters the ADR Zone," Business Law Today (ABA, Jan./Feb. 1993) (coauthored); "Recent SEC & SRO Enforcement Initiatives Regarding Broker-Dealer Supervision & Compliance," Second Annual Supervisory & Compliance Seminar (Prentice Hall Law & Business, 1990) (coauthored); "Enforcement Issues Arising From the Operations of Penny Stock Broker-Dealers," Insider Trading, Fraud & Fiduciary Duty Under the Federal Securities Laws (ALI-ABA, 1990) (coauthored); "Compliance Officers' Supervisory Responsibilities: The Chambers Case," 4 Insights 1 (July, 1990) (coauthored); "Defending SEC Insider Trading Investigations," Insider Trading, Fraud & Fiduciary Duty Under the Federal Securities Laws (ALI-ABA, 1989) (coauthored); "Fifth Amendment Limitations on Compelled Production of Evidence," 25 American Criminal Law Review 509 (Winter, 1988); "Airport Searches and Seizures: The Pulido Court's Response to Terrorism," 25 American Criminal Law Review 549 (Winter, 1988).

Jon Anders Tostrud, born St. Paul, Minnesota, February 6, 1969. Admitted to the Minnesota bar, 1994; California Bar, 1999. Education: St. Olaf College (B.A., 1991); William Mitchell College of Law (J.D., 1994). Specialities: Civil Rights Class Action; Wage and Hour, Employee Misclassification and Consumer Class Actions.

Firm Resume

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Principal: Elmer Robert Keach, III, Esquire

Education: Pennsylvania State University, University Park, Pennsylvania
B.S. *with High Distinction and with Honors* in Economics, 1993
B.S. *with High Distinction and with Honors* in Geography, 1993

New York University School of Law, New York, New York
J.D., 1996

Undergraduate Honors: University Scholar
Phi Kappa Phi, Mortar Board
Army ROTC Four Year Scholarship Winner
Commissioned Second Lieutenant, USAR, 1993

Law School Honors: High Grade, Civil & Criminal Trial Practice

Bar Admissions:

State Courts:

New York State, 1997, Maryland, 1998, New Jersey, 1998

Federal Courts:

U.S. District Court, Northern District of New York, 1997
U.S. District Court, District of Maryland, 1998
U.S. District Court, District of New Jersey, 1999
U.S. District Court, Western District of New York, 2003
U.S. Court of Appeals, Fourth Circuit, 1998
U.S. Court of Appeals, Second Circuit, 1998

Professional Experience:

Attorney, Cohen, Milstein, Hausfeld & Toll, Washington, DC, 1997 – 1999, associated in consumer rights and product liability group

Professional Experience, continued:

Attorney, Law Offices of Elmer Robert Keach, III, 1999 to present, Albany and Amsterdam, New York. Solo practice concentrating in complex civil rights and class action litigation. Areas covered in civil rights litigation include illegal strip searches (cases litigated on both a class wide basis and for individuals), freedom of speech, freedom to petition, freedom of association, freedom of religion, PLRA, excessive force, lethal force, privacy, false arrest, malicious prosecution, access to courts, failure to protect from harm, deprivation of medical treatment, due process and cruel and unusual punishment. Cases covered in television and print news over eighty times since 1999, including eight times on front page of New York Law Journal. Favorable appellate decision covered as Decision of the Day in New York Law Journal.

Complex Litigation Experience:

Fairfax Mantua Environmental Litigation, U.S. District Courts for the Eastern District of Virginia and District of Columbia. JAMS/Endispute.

Lead Counsel, Winnebago Rialta Consumer Fraud Litigation, N.Y. Supreme Court, Oswego County. (Injunctive Relief Settlement on Nationwide Basis.)

Lead Counsel, Rensselaer County Jail Civil Rights Class Action Litigation, U.S. District Court, Northern District of New York (Settled for $ 2.7 million fund.)

Local Counsel, Entran II Class Action Litigation, U.S. District Courts for the Northern District of New York, District of New Jersey and Middle District of Pennsylvania (Settled for $ 300 million common fund).

Lead Counsel, Montgomery County Jail Civil Rights Class Action Litigation, U.S. District Court, Northern District of New York. (Settled for $ 2.0 million common fund.)

Lead Counsel, Schoharie County Jail Civil Rights Class Action Litigation, U.S. District Court, Northern District of New York. (Pending.)

Lead Counsel, Schenectady County Jail Civil Rights Class Action Litigation, U.S. District Court, Northern District of New York. (Settled for $2.5 million common fund.)

Lead Counsel, Clinton County Jail Civil Rights Class Action Litigation, U.S. District Court, Northern District of New York. (Pending.)

Lead Counsel, Erie County Jail Civil Rights Class Action Litigation, U.S. District Court, Western District of New York. (Pending.)

Lead Counsel, Niagara County Jail Civil Rights Class Action Litigation, U.S. District Court, Western District of New York (Pending.)

Lead Counsel, Philadelphia Prison System Civil Rights Class Action Litigation, U.S. District Court, Eastern District of Pennsylvania (Pending.)

Lead Counsel, Allegheny County, Pennsylvania Civil Rights Class Action Litigation, U.S. District Court, Western District of Pennsylvania (Pending.)

Co-Counsel, Camden County Civil Rights Class Action Litigation, U.S. District Court, District of New Jersey (Pending.)

Co-Counsel, Gloucester County Civil Rights Class Action Litigation, U.S. District Court, District of New Jersey (Pending.)

Co-Counsel, Mercer County Civil Rights Class Action Litigation, U.S. District Court, District of New Jersey (Pending.)

Co-Counsel, Cumberland County Civil Rights Class Action Litigation, U.S. District Court, District of New Jersey (Pending.)

Case 1:05-cv-01857-JHR-JBR Document 3 Filed 08/03/2006 Page 4 of 4

Reported Decisions of Significance:

Hoyt v. Andreucci, 433 F.3d 320 (2d Cir. 2006)

Marriott v. County of Montgomery, 2005 WL 3117194 (2d Cir. 2005)

Curry v. City of Syracuse, 316 F.3d 324 (2d Cir. 2003).

Marriott v. County of Montgomery, 426 F. Supp.2d 1 (N.D.N.Y. 2006)

Gryzwna v. Schenectady City School District, 2006 WL 659512 (N.D.N.Y. 2006)

Kelsey v. County of Schoharie, 2005 WL 1972557 (N.D.N.Y. 2005)

Marriott v. County of Montgomery, 227 F.R.D. 159 (N.D.N.Y. 2005)

Lewis v. Gagne, 281 F. Supp.2d 429 (N.D.N.Y. 2003).

Selah v. Goord, 255 F. Supp.2d 42 (N.D.N.Y. 2003).

Selah v. Goord, 2002 WL 73231 (N.D.N.Y. 2002).

Santalucia v. Sebright Transportation,184 F. Supp.2d 224 (N.D.N.Y. 2002).

Flaherty v. Seroussi, 209 F.R.D. 295 (N.D.N.Y. 2001).

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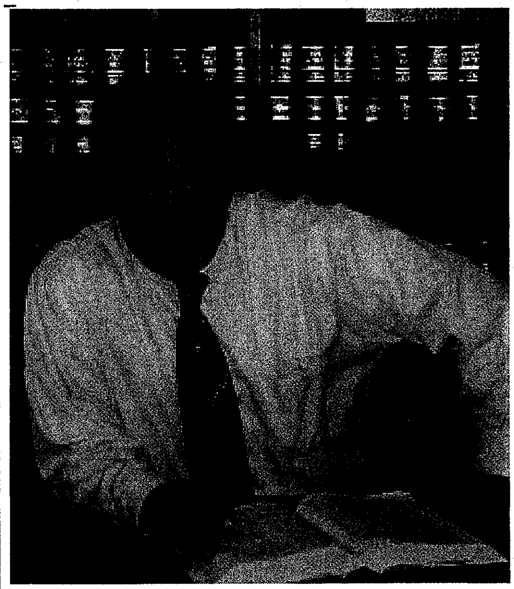
William A Riback



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Case 1:05-cv-02259-JBR Document 3 Filed 08/03/2006 Page 15 of 16

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My practice focuses a great deal on employment law and consumer rights. I do engage in other practice areas such as general litigation, real estate, and bankruptcy. Thank you for taking your time in reviewing my web site and contacting my office for a free initial consultation.

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CERTIFICATE OF SERVICE

I hereby certify that on November 30, 2008, I electronically filed the foregoing documents:

1. Notice of Motion
2. Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement
3. Declaration of Seth R. Lesser in Support of Motion for Preliminary Approval of Class Action Settlement and its accompanying exhibits
4. Proposed Order

with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to the following:

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Attorneys for the Defendants

/s/ Seth R. Lesser
Seth R. Lesser

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DANA CLARK, individually and on behalf of a Class of others similarly situated, Plaintiff, vs. COUNTY OF SALEM, RAYMOND C. SKRADZINSKI, both individually and in his official capacity as the Warden of the Salem County Correctional Facility, SALEM COUNTY SHERIFF'S DEPARTMENT, CHARLES MILLER, both individually and in his official capacity as Sheriff of the County of Salem, Defendants.	CIVIL ACTION DOCKET NO. 07-CV 2259 (RMB)

MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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ATTORNEYS FOR PLAINTIFF AND PROPOSED CLASS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

RULES

TREATISES

The plaintiff, Dana Clark, on behalf of herself and all others similarly situated ("Plaintiff"), through counsel of record ("Class Counsel"), respectfully submits this Memorandum of Law in Support of Motion for Preliminary Approval of Settlement and Provisional Certification of Settlement Class.

I. INTRODUCTION

In a Settlement Agreement executed on December 30, 2008 (Exhibit A to Lesser Declaration) Class Counsel (Charles J. LaDuca and Alexandra C. Warren of Cuneo Gilbert & LaDuca LLP, Washington, District of Columbia, Seth Lesser and Fran L. Rudich of Klafter Olsen & Lesser, LLP, White Plains, New York, William Riback, of William Riback, LLC, Haddonfield, New Jersey, and Elmer Robert Keach, III of the Law Offices of Elmer Robert Keach, III, P.C., Amsterdam, New York) have secured a proposed settlement (the "Settlement") that provides a fair, reasonable and adequate benefit to individuals admitted to the Salem County Correctional Facility (the "Correctional Facility") who were subjected to strip and/or visual cavity searches upon their entry to the facility, regardless of the nature of their offense or the presence of individualized reasonable suspicion. The Settlement creates a settlement fund of $640,000 for the benefit of in excess of 3,500 class members. The specifics of this relief are set forth in a Plan of Distribution that is attached to the parties' Settlement Agreement.

This beneficial Settlement was reached in little more than 18 months after the filing of this case and represents an efficient and salutary result for the Class here on a claim that would have faced significant difficulties at trial and which was obtained from a defendant with a circumscribed ability to pay. By virtue of the work of former Magistrate Judge Joel Rosen, the parties were able to engage in arm's-length negotiation session that took the better part of a year and were aided in their positions by virtue of an efficient exchange of information relative to the merits of the case. Additionally, Judge Rosen and Class Counsel were aided by their extensive experience in litigating and settling similar kinds of strip search cases so that they were able effectively to evaluate the strengths and weaknesses of the case without recourse, in this instance, to extended discovery, all of which would have delayed any recovery by the members of the Class. The parties' good-faith efforts to resolve this litigation ultimately resulted in a settlement representing a thoughtful compromise, which takes into consideration the parties respective concerns -- a meaningful solution to the constitutional violations incurred by the members of the class and the County's financial status.

In short, Class Counsel respectfully submit that this Settlement is fair, adequate, and reasonable for the Settlement Class and that the requirements for final approval will be satisfied. In considering preliminary approval, this is all that the moving party needs to demonstrate in order for class members to be notified of this settlement and for a fairness hearing to be scheduled.

Finally, the Plaintiff requests that, along with granting preliminarily approval of the Settlement, the Court adopt the schedule set forth below, for the parties to effectuate the various steps in the settlement approval process under the Settlement Agreement:

	Event	***Timing***
1	Notice Date	No more than sixty (60) days after Preliminary Settlement Approval Date.
2	Deadline for filing Requests for Exclusion	Forty-five (45) days after Notice Date.
3	Deadline for filing Objections	Forty-five (45) days after Notice Date.
4	Claim Date: deadline by which claims must be submitted	Ninety (90) days after Notice Date.
5	Fairness Hearing	No later than One Hundred and Fifty (150) days Notice Date.

Accordingly, at this preliminary stage of the settlement process, Plaintiff respectfully requests that the Court: (i) grant preliminary approval of the proposed settlement; (ii) certify a Settlement Class pursuant to the provisions of Fed. R. Civ. P. 23(b) (3); (iii) schedule a fairness hearing to consider final approval, pursuant to the schedule set forth above; (iv) direct that notice of the proposed settlement and hearing be provided to absent class members in a manner consistent with the Settlement Agreement and the Notice Plan, as set forth in the above-mentioned schedule; and (v) enter the proposed Order for Preliminary Approval.

II. PROCEDURAL BACKGROUND OF CASE

On May 14, 2007, Arthur Graff and Dana Clark filed this class action lawsuit against the County of Salem and several Salem County corrections officials (together, "Defendants") regarding Salem County Correctional Facility's blanket strip search policies and practices. The Defendants filed a motion to dismiss on August 7, 2007, and in response Plaintiff filed an amended pleading on September 28, 2007, removing Arthur Graff as a named plaintiff and proposed class representative in this matter. Defendants filed an answer to the amended complaint on October 10, 2007.

Settlement negotiations began on March 7, 2008, when the parties met for an initial mediation session conducted by retired Magistrate Judge Joel Rosen. The parties spent extensive time continuing their negotiations after the conclusion of the first round of mediation, pursuant to which Plaintiff were able to informally continue their investigation of the claims at issue. As part of that effort, Plaintiff's counsel discovered that the strip searches conducted during the admissions process at the Salem County Correctional Facility were limited to supervised showers, rather than a more intrusive "bend and spread" and/or "squat and cough" search.[1] Further, through the mediation sessions and under the auspices of Judge Rosen, Plaintiff learned that Salem County had limited resources to fund a settlement in this matter.

The Settlement Agreement was executed on December 30, 2008. In connection with the

[1] The "bend and spread" or "squat and cough." examination constitutes the more conventional understanding of the term "strip search," and allows for an inspection of the genital areas.

execution of the Agreement, the parties prepared for the administration of the settlement, and drafted the class notices and other papers that are part of and attached to the Settlement Agreement. Plaintiff believes that the monetary amount obtained for the benefit of Class Members through the Settlement Agreement represents the limit of Salem County's ability to pay.

III. BRIEF FACTUAL BACKGROUND OF CASE

Plaintiffs claim that the County of Salem and the individual defendants maintained a strip search policy and practice throughout the class period, pursuant to which all newly admitted pre-trial detainees, including those admitted on non-indictable offenses, were subjected to a supervised shower after being transported to the Salem County Correctional Facility. This policy and practice applied all detainees, without regard to the existence of reasonable suspicion to believe that they were concealing contraband. The strip searches involved a supervised shower, whereby corrections officers had the ability to view detaineess in a state of complete undress as part of the admissions process.

IV. THE PROPOSED SETTLEMENT

Class Counsel is pleased to present to the Court Plaintiff's application for preliminary approval of the settlement of this litigation. This Settlement is made on behalf of all persons brought to the Correctional Facility after being charged with non-indictable offenses (or other minor crimes) and were subsequently strip searched upon their entry into the facility. The proposed Settlement Class is defined as:

> All persons who were placed into the custody of the Salem County Correctional Facility after being charged with non-indictable offenses, disorderly persons offenses, violations, violations of probation or parole, traffic infractions, civil commitments or other non-indictable occurrences, and who were Strip Searched upon their entry into Salem County Correctional Facility in the absence of reasonable suspicion that the individual harbored contraband. The class period

commences on May 14, 2005 and extends until December 30, 2008. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

As described below, the Settlement Agreement provides for the creation of a fund to compensate class members for these constitutional violations.

A. The Settlement Fund

The settlement creates a fund of $640,000 (the "Settlement Fund"). Defendants will pay the settlement fund into an escrow account within thirty (30) days of final approval of the settlement by the Court.

All administrative expenses, including the costs of settlement administration, website administration and the provision of notice to class members, as well as the amount awarded by the Court for attorneys' fees and costs and incentive awards to the class representative, will be deducted from the Settlement Fund prior to determining the amount of distribution for class members. The exact amount of recovery to each class member, and the timing of such distribution, will be determined by the Plan of Distribution, which is attached as an exhibit to the Settlement Agreement.

B. Class Notice and Settlement Administration

Both the Class Notice and Settlement Administration provided for in the Settlement Agreement comport with the requirements of applicable law, Rule 23 of the Federal Rules of Civil Procedure and due process. First, all costs associated with publishing notice to the class members and the administration of the Settlement shall be deducted directly from the settlement amount before determining the distribution to the Class. Second, notice will be provided to the class by direct mailing of the Class Notice and a Claim Form to all individuals at their last known or readily ascertainable address (in both Spanish and English) and by publication in the

Today's Sunbeam, The Gloucester County Times, and the Bridgeton News and Millville News, on at least one day per week for three consecutive weeks commencing on the Notice date, and on one occasions during the last ten days of the Claims Period. The mailed notice will be provided in Spanish and English, and newspaper advertisements will provide instruction that a Spanish copy of the notice will be provided upon request.

C. Attorneys' Fees

Class Counsel will petition the Court for reasonable attorneys' fees and expenses payable from the Settlement Fund. The Settlement Agreement currently provides that Class Counsel will seek attorneys' fees of thirty percent of the totals Settlement Fund, and an award of pre-settlement litigation expenses in an amount not to exceed $6,000.

V. LEGAL ARGUMENT

A. The Settlement Agreement Should Be Preliminarily Approved By the Court

In this motion, Plaintiff seeks preliminary approval of the Settlement Agreement between Plaintiff and Defendants. "Compromises of disputed claims are favored by the courts." *Williams* v. *First Nat'l Bank,* 216 U.S. 582, 595 (1910); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions,* 148 F.3d 283, 317 (3d Cir. 1998) (*"Prudential II").* Settlement spares the litigants the uncertainty, delay and expense of a trial, while simultaneously reducing the burden on judicial resources. Federal Rule 23(e) provides that the Court must approve any settlement of a class action. In a class action, the "court plays the important role of protector of the [absent members'] interests, in a sort of fiduciary capacity." *In re Gen. Motors Corp. Pick-up Truck Fuel Tank Prods. Liab. Litig.,* 55 F.3d 768, 785 (3rd Cir. 1995) *("GM Trucks").* The ultimate determination whether a proposed class action settlement warrants approval resides in the Court's discretion. *Protective Comm. for Indep. S'holders of TMT Trailer Ferry, Inc.* v.

Anderson, 390 U.S. 414, 424-25 (1968). As discussed more fully below, at this stage of preliminary approval, there is clear evidence that the Settlement Agreement is well within the range of possible approval and thus should be preliminarily approved.

1. The standards and procedures for preliminary approval

Rule 23(e) of the Federal Rules of Civil Procedure provides the mechanism for settling a class action, including, as here, through a class certified for settlement purposes:

> The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:
>
> (1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.
>
> (2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.
>
> (3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.
>
> (4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.
>
> (5) Any class member may object to the proposal if it requires court approval under this subdivision (e); the objection may be withdrawn only with the court's approval.

Fed. R. Civ. P. 23(e); *Amchem Prods. v. Windsor,* 521 U.S. 591, 617 (1997); *Prudential II,* 148 F.3d at 316.

In determining whether preliminary approval is warranted, the sole issue before the Court is whether the proposed settlement is within the range of what might be found fair, reasonable and adequate, so that notice of the proposed settlement should be given to class members, and a hearing scheduled to consider final approval. The Court reviews the proposal preliminarily to determine whether it is sufficient to warrant public notice and a hearing. If so, the final decision on approval is made after the hearing. Manual for Complex Litigation, Fourth, § 13.14, at 172-73 (Fed. Jud. Ctr. 2004) ("Manual Fourth"). The Court is not required at this point to make a final determination:

> The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.

Id. at § 21.632, at 321. Preliminary approval is the first step in a two-step process required before a class action may be finally settled. *Id.* at 320. Courts first make a preliminary evaluation of the fairness of the settlement, prior to notice. *Id.* at 320-21. In some cases this initial assessment can be made on the basis of information already known to the court and then supplemented by briefs, motions and an informal presentation from the settling parties. *Id.* There is an initial strong presumption that a proposed class action settlement is fair and reasonable when it is the result of arm's length negotiations.

In deciding whether a settlement should be approved under Rule 23, Courts look to whether there is a basis to believe that the more rigorous, final approval standard will be satisfied. "Once the judge is satisfied as to the certifiability of the class and the results of the initial inquiry into the fairness, reasonableness, and adequacy of the settlement, notice of a formal Rule 23(e) fairness hearing is given to the class members." Manual Fourth at § 21.633, at 321. Preliminary approval permits notice of the hearing on final settlement approval to be given to the class members, at which time class members and the settling parties may be heard with respect to final approval. *Id.* at 322. The standard for final approval of a settlement consists of showing that the settlement is fair, reasonable, and adequate. *E.g., Prudential II,* 148 F.3d at 316-

17; *GM Trucks,* 55 F.3d at 785; *Stoetzner* v. *U.S. Steel Corp.,* 897 F.2d 115 (3d Cir. 1990); *Walsh* v. *Great Atlantic & Pacific Tea Co.,* 726 F.2d 956 (3d Cir. 1983); *Girsh* v. *Jepson,* 521 F.2d 153 (3d Cir. 1975).

2. The settlement is fair, reasonable and adequate

The Third Circuit has adopted the following four-factor test to determine the preliminary fairness of a class action settlement:

(1) the negotiations occurred at arm's length;

(2) there was sufficient discovery;

(3) the proponents of the settlement are experienced in similar litigation; and

(4) only a small fraction of the class objected.

GM Trucks, 55 F.3d at 785.[2]

The Settlement Agreement meets all these tests. First, it is undeniable that it was the result of arm's-length negotiations, conducted by experienced counsel for all parties. As described above, the settlement was negotiated on behalf of Plaintiff by a team of attorneys who have been vigorously prosecuting this and parallel cases for similar claims and were, therefore, well versed in the issues and how to evaluate the claims. This consideration is often shaped by the experience and reputation of counsel. *GM Trucks,* 55 F.3d at 787-88; *Cotton* v. *Hinton,* 559 F.2d 1326 (5th Cir. 1977); *In re Coordinated Pretrial Proceedings in Antibiotic Antitrust*

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[2] For final approval, the Court reviews the settlement in light of the factors established by *Girsh v. Jepson*, 521 F.2d 1153, 1157 (3rd Cir. 1975): (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See also In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 301 (3d Cir. 2005).

Actions, 410 F.Supp. 659 (D.Minn. 1974) ("The recommendation of experienced antitrust counsel is entitled to great weight."); *Fisher Brothers* v. *Phelps Dodge Industries, Inc.,* 604 F. Supp. 446 (E.D. Pa. 1985) ("The professional judgment of counsel involved in the litigation is entitled to significant weight."). This settlement was specifically negotiated by experienced counsel to meet all the requirements of Rule 23 and specifically, to provide administrative procedures to assure all class members' equal and sufficient due process rights. Accordingly, the settlement was not the product of collusive dealings, but, rather, was informed by the vigorous prosecution of the case by the experienced and qualified counsel. Further, continued litigation would be long, complex and expensive, and a burden to Court dockets. *Lake* v. *First National Bank,* 900 F. Supp. 726 (E.D. Pa. 1995) (expense and duration of litigation are factors to be considered in evaluating the reasonableness of a settlement); *Weiss* v. *Mercedes-Benz of N Am. Inc.,* 899 F.Supp. 1297 (D.N.J. 1995) (burden on crowded court dockets to be considered).

Finally, there is no reason to doubt the fairness of the proposed Settlement Agreement. Not only was the Settlement Agreement the result of good faith, arm's length negotiations between experienced and informed counsel on both sides, but the Settlement Agreement and its material terms were negotiated with the substantial assistance of a former Magistrate Judge of this Court. *See* Lesser Decl. ¶ 3. The proposed Settlement Agreement does not unduly grant preferential treatment to the class representative or to segments of the Settlement Class, and it does not provide excessive compensation to counsel. *See In re Inter-Op Prosthesis Liability Litig.,* 204 F.R.D. 359, 379 (N.D. Ohio 2001). There was no collusion between the negotiating parties. Accordingly, the standards for preliminary approval are met in this case and the Court should grant Plaintiff's motion in its entirety. *Id; see also In re NASDAQ MarketMakers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1999).

The actual, likely amount to be received by class members is fair and reasonable. Based upon prior precedent, it appears clear that that distribution amount, likely to amount to between $350 and $950 per settlement class member, is fair and reasonable, given the inherent risks of litigation and the awards in other strip search cases where, as discussed, the claims involved substantially more invasive forms of strip searches. The Settlement Agreement gives class members the benefit of compensation without having to prove particular emotional distress or the particular circumstances of a search. A person who believes he would be entitled to significantly more can, of course, opt-out and pursue an independent remedy. The amount offered to class members pursuant to the settlement here is fair.

B. Certification of the Proposed Settlement Class is Appropriate to Resolve All Strip Search Claims Against Defendants

Both the Supreme Court and various circuit courts have recognized the benefits of the proposed settlement can only be realized through the certification of a settlement class. *See Amchem,* 521 U.S. at 591; *Prudential II,* 148 F.3d at 283; *Hanlon* v. *Chrysler Corp.,* 150 F.3d 1011 (9th Cir. 1998). Specifically, the Third Circuit has established a preference for class certification: "[t]he interests of justice require that in a doubtful case . . . any error, if there is to be one, should be committed in favor of allowing a class action." *Eisenberg* v. *Gagnon,* 766 F.2d 770 (3d Cir.1985); *see also Walsh* v. *Pittsburgh Press Co.,* 160 F.R.D. 527 (W.D. Pa. 1994) (same). Looking through the lens of Rule 23(a) and the existing precedents, the Settlement Class readily meets the necessary criteria of numerosity, commonality, typicality, and adequacy. Given the fact that the Settlement Class consists of approximately 3,472 individuals, there is no question that the element of numerosity has been met. The commonality and typicality requirements are also easily satisfied, as the claims of the class representative and all class members are premised upon the same blanket strip search and bail policy and practice. Further, adequacy of representation is assured as the Class is represented by counsel who have a wealth of experience in complex civil rights litigation, including strip search cases of this sort.

Certification of a class under Rule 23(b)(3) for settlement of the compensatory damages claims also is appropriate because all such relief is premised on the common constitutional violations visited on the Class by the Defendants' unlawful strip search policy. There is no danger that individual variations, type or magnitude of damage suffered by individual class members will affect predominance, as the named plaintiff has suffered the same type of damages -- and seeks the same type of relief -- as members of the proposed Class. Moreover, resolution of this litigation by class settlement is superior to the individual adjudication of class members' claims for compensatory relief. In particular, the settlement provides Plaintiff and the Class with an ability to obtain prompt, predictable and certain compensatory relief, and contains well defined administrative procedures to assure due process in the application of the agreement to each individual claimant including the right to "opt-out." By contrast, individualized litigation carries with it great uncertainty, risk and costs, and provides no guarantee that the injured plaintiff will obtain necessary and timely compensatory relief at the conclusion of the litigation process. Settlement also would relieve judicial burdens that would be caused by repeated adjudication of the same issues in thousands of individualized trials against Salem County.

Other federal courts, in considering the situation where cities or counties have employed blanket search policies, have consistently recognized the propriety of certifying such cases as class actions and the decisions certifying such cases are legion. *See e.g. Mitchell v. County of Clinton*, 2007 WL 19887126 (N.D.N.Y. July 5, 2007); *Marriott* v. *County of Montgomery,* 227 F.R.D. 159 (N.D.N.Y. 2005), *aff'd,* 2005 WL 3117194 (2d Cir. 2005) (class certification, preliminary injunction in strip search class action litigated by present class counsel); *Marriott* v.

County of Montgomery, 426 F. Supp. 2d 1 (N.D.N.Y. 2006) (grant of summary judgment, permanent injunction and interim award of attorneys' fees); *Kahler* v. *County of Rensselaer,* No. 03-cv-1324 (N.D.N.Y. 2004) (preliminary approval in strip search class action settlement, litigated by present class counsel); *Dodge* v. *County of Orange,* 209 F.R.D. 65 (S.D.N.Y. 2002); *Dodge* v. *County of Orange,* 226 F.R.D. 117 (S.D.N.Y. 2005); *Calvin* v. *Sheriff of Will County,* 2004 WL 1125922 (N.D. Ill. May 17, 2004); *Blihovde* v. *St. Croix County, Wis.,* 219 F.R.D. 607 (W.D. Wis. 2003); *Tardiff* v. *Knox County,* 218 F.R.D. 332 (D. Me. 2003)*, aff'd,* 365 F.3d 1 (2004); *Nilsen* v. *York County,* 219 F.R.D. 19 (D. Me. 2003); *Bynum* v. *Dist. of Columbia,* 217 F.R.D. 43 (D.D.C. 2003); *Ford* v. *City of Boston,* 154 F. Supp. 2d 123 (D. Mass. 2001); *Mack* v. *Suffolk Co.,* 91 F.R.D. 16 (D. Mass. 2000); *Gary* v. *Sheahan,* 1999 WL 281347 (N.D. Ill. March 31, 1999); *Tyson* v. *City of New York,* No. 97 Civ. 3762 (S.D.N.Y. March 18, 1998); *Eddleman* v. *Jefferson Co., Ky.,* 99 F.3d 1448 (6th Cir. 1996); *Smith* v. *Montgomery Co.,* 574 F. Supp. 604 (D. Md. 1983).

1. The Elements of Rule 23(a) are Satisfied in the Present Case

In order for a lawsuit to be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, the named plaintiff must establish each of the four threshold requirements of subsection (a) of the Rule, which provides:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a); *see e.g. Barnes* v. *American Tobacco Co.,* 161 F.3d 127 (3d Cir. 1998); *Prudential II,* 148 F.3d at 308-09; *Wetzel* v. *Liberty Mut. Ins. Co.,* 508 F.2d 239 (3d Cir. 1975). Here, all four elements easily are satisfied.

2. Numerosity Under Rule 23(a)(I)

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Plaintiff is not required to come before the Court and detail, to the person, the exact size of the class or to demonstrate that joinder of all class members is impossible. "Impracticability does not mean impossibility." *Liberty Lincoln Mercury, Inc.* v. *Ford Mktg. Corp.,* 149 F.RD. 65, 73 (D.N.J. 1993) ("precise enumeration of the members of a class is not necessary."); *Zinberg* v. *Washington Bancorp, Inc.,* 138 F.R.D. 397, 405 (D.N.J. 1990) ("It is proper for the court to accept common sense assumptions in order to support a finding of numerosity.'). Numerosity is indisputable here. During the course of discovery, Defendants produced booking records for individuals charged with non-indictable offenses. Because the class size is approximately 4,750 individuals, numerosity is met here. *See also, e.g., Bowers* v. *City of Philadelphia,* 2006 WL 2818501, *2-3 (E.D. Pa. Sept. 28, 2006) (numerosity exists where over 300 individuals had allegedly been subjected to unconstitutional conditions at Philadelphia Prison System facilities and where the proposed class, which includes future detainees, could include thousands of people); *Marriott,* 227 F.R.D. at 171 (finding numerosity in strip search class action where proposed class numbered over 2,000 individuals).

3. Commonality Under Rule 23(a)(2)

Rule 23(a)(2) requires that there be "questions of law or fact common to the class." The commonality requirement is met if Plaintiffs' grievances share a common question of law or of fact. *Baby Neal* v. *Casey,* 43 F.3d 48, 56 (3d Cir. 1994). Rather than requiring that all questions of law or fact be common, Rule 23 only requires that "the questions of law or fact common to the members of the class predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). A Plaintiff is not required to show that all class members' claims are identical to each other as long as there are common questions at the heart of the case. "Factual differences among the claims of the putative class members do not defeat certification." *Baby Neal,* 43 F .3d at *56; Prudential II*, 148 F.3d 283. Indeed, a single common question is sufficient to satisfy the requirements of Rule 23(a)(2). *See* 1 Robert Newberg, *Newberg on Class Actions*, § 3.10, at 3-50 (1992); *accord Baby Neal,* 43 F.3d at 56. A party is entitled to certification where the class claims arise "from a 'common nucleus of operative fact' regardless of whether the underlying facts fluctuate over the class period and vary as to individual claimants." *In re Asbestos Sch. Litig.,* 104 F.R.D. 422, 429 (E.D. Pa. 1984).

Applying these principles, it becomes manifest that the commonality requirement of subsection (a)(2) is easily met here. The central issues posed by this litigation are: a) did the supervised shower regimen that Defendants had constitute an unconstitutional blanket strip search policy and/or practice during the class period; b) are Defendants responsible for these Constitutional violations? Given the presence of these common questions central to this litigation, Rule 23(a)(2)'s requirement for the existence of common questions of fact or law has been met here. *See Dodge,* 226 F.R.D. at 180-181 (commonality exists where all members of the class contend that a blanket strip search policy exists, where all members contend that the policy is illegal, and where all members of the class claim they were searched pursuant to the policy which was uniformly applied to all detainees); *Marriott,* 227 F.R.D. at 172 (finding commonality where the representative parties and the members of the proposed class had the same legal claims based upon the same official procedure); *see also Sutton* v. *Hopkins County,* 2007 WL 119892 *4 (W.D. Ky. Jan. 11, 2007) ("Plaintiffs have alleged that the Defendants had a policy, custom, or practice of strip-searching persons on admission to and/or just prior to release from the Hopkins County Jail without regard to whether there existed the requisite individual, reasonable suspicion required by law. Given this allegation, the existence and constitutionality of the county's policy, custom or practice are common questions."). This point was recently clarified by this Court in *Bowers* v. *City of Philadelphia,* 2006 WL 281850 *2-3 (E.D. Pa. Sept. 28, 2006). In *Bowers,* pretrial detainees in the custody of the Philadelphia Prison System brought a class action alleging severe overcrowding and dangerous, unhealthy and degrading conditions. Judge Surrick granted the plaintiffs' motion for class certification, noting that commonality had been established where "all class members are or will be subjected to the conditions alleged ... all of which result from the overall claim of unconstitutional overcrowding" and where "all members of the class raise common questions of law" involving the constitutionality of the Jail's practices and policies. *Id.*

4. Typicality Under Rule 23(a)(3)

Rule 23(a)(3) requires that the representative plaintiff's claims be "typical" of those of other class members. The commonality and typicality requirements of Rule 23(a) "tend to merge." *Gen.Tel. Co. of Southwest* v. *Falcon,* 457 U.S. 147, 157 n.l3 (1982). The requirement of this subdivision of the rule, along with the adequacy of representation requirement set forth in subsection (a)(4), is designed to assure that the interests of unnamed class members will be protected adequately by the named class representative. *Id.*; *Prudential II,* 148 F.3d at 311; *Bogosian* v. *Gulf Oil Corp.,* 561 F.2d 434 (3d Cir. 1977); *Asbestos School Litigation,* 104 F.R.D. at 429-30. The typicality requirement "is satisfied when each class member's claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant's liability." *Marisol A.* v. *Giuliani,* 126 F.3d 372 (2d Cir.1997). "Factual differences will not render a claim atypical if the claim arises from the same event or practice of course of conduct that gives rise to the claims of the class members, and it is based on the same legal theory." *Hayworth* v. *Blondery Robinson & Co.,* 980 F.2d 912, 923 (3d Cir. 1992). Typicality is demonstrated where the plaintiff can "show that two issues of law or fact he or she shares in common with the class occupy the same degree of centrality to his or her claims as to those of unnamed class members." *Weiss* v. *York Hosp.,* 745 F.2d 786, 809-10 (3d Cir. 1984); *see also Blihovde,* 219 F.R.D. at 617 (applying this principle to a strip search class action). The typicality requirement has been liberally construed by the federal courts. *Scholes* v. *Stone, McGuire & Benjamin,* 143 F.R.D. 181, 185 (N.D. Ill. 1992).

Here, the Representative Plaintiff's claims are typical of the claims of the Class. Dana Clark's claims arise from the same course of events and she would have to make the same or effectively the same arguments to prosecute his claims as would be made by members of the proposed Class. Typicality is satisfied because the "[D]efendants acted pursuant to a policy that called for indiscriminate searches. If this allegation is true, then the named [P]laintiffs would be similarly situated to the other members of the class." *Blihovde,* 29 F.R.D. at 617; *Bowers,* 2006 WL 2818501 *2-3 ("A plaintiff's claim is typical if it arises from the same event or course of conduct that gives rise to the claims of other class members and is based on the same legal theory."); *see also Weisfeld v. Sun Chern. Corp.,* 210 F.R.D. 136, 140 (D.N.J. 2002) ("[I]n instances wherein it is alleged that the defendants engaged in a common scheme relative to all members of the class there is a strong assumption that the claims of the representative parties will be typical of the absent class members.")(citation omitted); *Marriott,* 227 F.R.D. at 172 (finding typicality even where the claims of the representative parties involved a more detailed search than other class members, because they were conducted pursuant to the same policy); *Sutton,* 2007 WL 117892 at *4 ("Because each named Plaintiff alleges an unconstitutional strip search after arrest for a minor violation or before release from jail, the claims of the representatives are typical of the class as a whole.").

5. Adequacy Under Rule 23(a)(4)

The final requirement of Rule 23(a) is set forth in subsection (a)(4), which requires that "the representative parties will fairly and adequately protect the interests of the class." The Third Circuit consistently has ruled that:

> Adequate representation depends on two factors: (a) the plaintiff's attorney must be qualified, experienced and generally able to conduct the proposed litigation; and (b) the plaintiff must not have interests antagonistic to those of the class.

Weiss, 745 F.2d at 811 (quoting *Wetzel* v. *Liberty Mutual Insurance Co.,* 508 F.2d at 247); *see also Prudential II,* 148 F.3d at 312. These two components are designed to ensure that absentee class members' interests are fully pursued. The existence of the elements of adequate representation are presumed and "the burden is on the defendant to demonstrate that the representation will be inadequate." *Asbestos School Litigation,* 104 F.R.D. at *430* (citing *Lewis* v. *Curtis,* 671 F.2d 779 (3d Cir. 1982)); *Cook* v. *Rockwell Int'l Corp.,* 151 F.R.D. 378 (D. Colo. 1993) (*quoting* 2 Robert Newberg, *Newberg on Class Actions*, §7.24 at pp. 7-81, 2-82, 3d ed. 1998).

Dana Clark and Class Counsel have fairly and adequately represented the Class here, especially judging by the excellent settlement achieved in this litigation. Indeed, in the present case, the presumption of adequate representation cannot be rebutted. With respect to the issue of adequacy of counsel, the Court may take judicial notice of the fact that Class Counsel have substantial experience in litigating complex civil rights actions and were the counsel, for instance in the *Hicks v. County of Camden* case and the *Suggs v. Cumberland* case, both which received final approval from this Court this year. Counsel have also successfully settled other such cases.

See Kahler v. *County of Rensselaer,* No. 03-cv-1324 (N.D.N.Y. 2004) (preliminary approval order in strip search class action settlement, litigated by present class counsel; class settlement later granted final approval); *Marriott,* 426 F. Supp.2d at 1 (class certification granted by U.S. District Court for the Northern District of New York, and, by subsequent decision, summary judgment granted in favor of the class, class settlement preliminarily approved); *McDaniel* v. *County of Schenectady,* No. 04-cv-0757 (preliminary approval and certification of settlement class in strip search class action, class settlement finally approved on September 5, 2007); *Kelsey* v. *County of Schoharie,* 2007 WL 603406 (N.D.N.Y. February 21, 2007); *Mitchell,* 2007 WL 1988716 (N.D.N.Y. July 5, 2007) (class certification granted). *See also* Lesser Decl. Ex. B (bios and resumes).

As to the second issue, there is nothing to suggest that Dana Clark has significant interests antagonistic to those of the absent class members in the vigorous pursuit of the class claims against Salem County. *See Dietrich* v. *Bauer,* 192 F.R.D. 119, 126 (S.D.N.Y. 2000) ("gauging the adequacy of representation requires an assessment whether the class representatives have interests antagonistic to those of the class they seek to represent"). Plaintiff Clark seeks to obtain appropriate compensation from Defendants for herself and for the members of the proposed class. Ms. Clark has come forward to represent the Class under personal pressure - as being subject to a situation as a supervised shower and possibly being forced to relive it could be difficult for anyone. Ms. Clark's "interests in this case coincide with those of the potential class members in that [Plaintiffs seek] a declaration that the practices, policies, and conditions complained of in the [Class Action] Complaint are unconstitutional and seek injunctive relief prohibiting the continuation of those" policies. *Bowers,* 2006 WL 2818501 *6-8. Indeed, she has obtained an advantageous settlement that treats all members of the Class in the same fashion, and provides real value to all. In nearly identical circumstances and given the common legal and factual issues, courts have deemed plaintiffs in similar cases to be adequate class representatives. *See e.g., Marriott,* 227 F.R.D. at 172.

Having demonstrated that each of the mandatory requirements of Rule 23(a) are satisfied here, Plaintiff now turns to consideration of the factors which, independently, justify class treatment of this action under subdivision 23(b)(3) of the rule.

C. The Requirements of Rule 23(b)(3) Are Met in the Settlement Context

Plaintiff's proposed class also meet the requirements of Rule 23(b)(3). Under 23(b)(3) a class action may be maintained if:

> the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

Fed. R. Civ. P. 23(b)(3).

"The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem,* 521 U.S. at 623. Although Rule 23(b)(3) requires that common issues of law and fact predominate, it does not require that there be an absence of any individual issues. *In re Sugar Industry Antitrust Litig.,* 73 F.R.D., 322, 344 (E.D. Pa. 1976). The Court must find that "the group for which certification is sought seeks to remedy a common legal grievance." *Hochschuler* v. *G.D. Searle & Co.,* 82 F.R.D. 339 (N.D. Ill.

1978); *Dietrich, 192* F.R.D. 119 (in determining whether common issues of fact predominate, "a court's inquiry is directed primarily toward whether the issue of liability is common to members of the class"). Rule 23(b)(3) does not require that all questions of law or fact be common. *See In re Telectronics Pacing Systems,* 172 F.R.D. 271, 287-88 (S.D. Ohio 1997). In this regard, courts generally focus on the liability issues and if these issues are common to the class, common questions are held to predominate over individual questions. *See id.*

Here, the proposed class members' claims involve one central legal question: was the supervised showering and claimed strip searching of every pretrial detainee admitted to the Salem County Correctional Facility without regard to the crime charged or the circumstances of arrest, constitutional? The Class's claims also share common factual issues - did this practice exist during the class period and are the Defendants legally responsible for this practice? Proof of these issues, with a goal to answering the two core legal questions, would be the undoubted focus of any trial. Clearly, legal and factual issues in this litigation predominate over any of the Ms. Clark's individual issues.

Given the nature of this action and the fact that a substantial proportion of the class membership is comprised of economically disenfranchised individuals, a class action is also the superior method by which to adjudicate claims of individual class members. Poor and marginalized class members are unlikely to be able to litigate their cases individually. *See Mack,* 191 F.R.D. at 25; *D'Alauro* v. GC *Services Ltd, 168* F.R.D. 451, 458 (E.D.N.Y. 1996); *In re Nassau County Strip Search Cases,* 461 F.3d 219, 230 (2d Cir. 2006); *Tardiff,* 365 F.3d at 7 ("class status here is not only the superior means, but probably the only feasible one ... to establish liability and perhaps damages"). The class action device is designed for the situation where an individual seeks to vindicate "the rights of groups of people who individually would be without effective strength to bring their opponents into court at all." *Amchem,* 521 U.S. at 617. "The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Mack,* 191 F.R.D. at 25 (internal citations omitted); *Yang* v. *Odum,* 392 F.3d 97, 106 (3d Cir. 2004); *Marriott,* 227 F.R.D. at 173; *Sutton,* 2007 WL 119892 *9 ("litigating the existence of a uniform policy for the class as a whole would both reduce the range of issues and promote judicial economy.")(internal quotation marks and citations omitted).

Considerations of judicial economy particularly underscore the superiority of the class action mechanism in this case. The prosecution of this case as a class action is superior to possibly hundreds of individual cases being filed in this Court, each of which would be repetitious and possibly yield inconsistent adjudications. *See Califano* v. *Yamaski, 42* U.S. 682, 700-701 (1979); *Dodge,* 226 F.R.D. at 183 ("Where a single issue (such as the existence of a uniform policy) is guaranteed to come up time and time again, issues of judicial economy strongly militate in favor of resolving that issue via a techniques that will bind as many persons as possible."); *Sutton,* 2007 WL 119892 *9 (holding that "a class action provides the most feasible and efficient method of determining liability" where suit alleges existence if a uniform unconstitutional strip search policy). The trial in this action would last for weeks, with scores of facility employees being examined about the practices of the Salem County Correctional Facility in an effort to establish municipal liability. Even having a small proportion of class members have duplicative trials on this issue would be an enormous waste of judicial resources, and would not be the superior and appropriate way to resolve this controversy.

Settlement on a class basis also is superior individual litigation and adjudication because settlement provides class members with prompt compensation for their damages, whether those damages exist now or manifest themselves sometime in the future. By contrast, compensation resulting from litigation is highly uncertain and may not be received before lengthy trial and appellate proceedings are complete. In addition, the settlement obviously removes the overwhelming and redundant costs of individual trials.

Accordingly, the Settlement Agreement renders a class action superior to other potential avenues of recovery for the Class. Therefore, this case presents the paradigmatic example of a dispute which can be resolved to effectuate the fundamental goals of Rule 23: (1) to promote judicial economy through the efficient resolution of multiple claims in a single action; and (2) to provide persons with smaller claims, who would otherwise be economically precluded from doing so, the opportunity to assert their rights. Wright, Miller & Kane, *Federal Practice & Procedure: Civil 2d* § 1754. Moreover, unless class members obtain relief through the settlement, most of them will not obtain any relief at all. It would be inconceivable for every one of the thousands of potential plaintiffs to conduct expensive and extensive discovery to prove liability under the legal theories proffered in the complaint for a potential individual recovery of damages. *See In re Kirschner Medical Corp. Sec. Litig.,* 139 F.R.D. 74, 83 (D. Md. 1991) (class suits superior when individual claims are too small to warrant individual suit). At the same time, the settlement fully preserves the due process rights of each individual plaintiff seeking compensatory damages.

In sum, the requirements of Rule 23(b)(3) are satisfied and certification of the proposed Class is appropriate.

D. The Court Should Direct Notice to the Class

Under Fed. R. Civ. P. 23(e), class members are entitled to notice of any proposed settlement before it is ultimately approved by the Court. *Manual for Complex Litigation Third* (1995) §30.212. The Settlement Agreement provides for reasonable notice to prospective class members in that it requires notice to be provided by mail, newspaper, television, and the Internet.

Under Rule 23(e) and the relevant due process considerations, adequate notice must be given to all absent class members and potential class members to enable them to make an intelligent choice as to whether to opt-out of the class. *Prudential II,* 148 F.3d at *326-27; Valentino* v. *Carter-Wallace, Inc.,* 97 F.3d 1227 (9th Cir. 1996). However, neither Rule 23 or due process considerations requires actual notice to every class member in every case, *Phillips Petroleum Co.* v. *Shutts,* 472 U.S. 797, 812 (1985), but simply calls for "notice reasonably certain to reach most of those interested in objecting is likely to safeguard the interests of all." *Id.* Nevertheless, Plaintiff's notice plan has been developed with the thought of providing notice possible to "reach" all class members and in a form of notice that has been approved on several occasions by this and other Courts.

The federal courts have sanctioned a variety of public notices to ensure that absent members are aware of the class and are capable of making an informed choice. In the Eastern District of Pennsylvania, the federal court found that utilizing the mass media and posting notices in prisons gave adequate notice to absent class members in a civil rights action regarding the overcrowding of prisons. *Harris* v. *Reeves,* 761 F.Supp. 383 (E.D. Pa. 1991). For instance, in the Second Circuit, the parties sought the aid of the mass media and the state governments to provide adequate notice to the absent class members. *In re Agent Orange Prod Liability Litigation,* 818 F.2d 145, 169 (2nd Cir. 1987). In the Northern District of Georgia, the federal court sanctioned publication in 100 of the largest cities in the United States and through a public awareness program. The public awareness program included news releases through the broadcast media and the print media. *See In re Domestic Air Trasp. Antitrust Litigation,* 141 F.R.D. 534 (N.D. Ga. 1992). Through those sophisticated publications, the courts found Rule 23(e) and due process have been satisfied.

In this case, counsel for the Settlement Class will obtain a last known address, date of birth, and social security number (if possible) for each Settlement Class Member. Notice will be provided to the Class by direct mailing of Class Notice and a Claim Form to all individuals at their last known or readily ascertainable address. There will be, in addition, publication notice, as described. Moreover, the Settlement Administrator will also provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication, through a dedicated internet website, and through a toll-free number to be established. Through these extensive efforts, absent class members will receive adequate notice of the Settlement. *See Zimmer Paper Products, Inc.* v. *Berger & Montague, P.C.*, 758 F.2d 86, 90 (3d Cir. 1985) ("It is well-settled that in the usual situation first class mail and publication fully satisfy the notice requirements of Fed. R. Civ.P. 23 and the due process clause."); *see also Cayuga Indian Nation* v. *Carey,* 89 F.R.D. 627, 633 (N.D.N.Y. 1981) ("individual notice by first class mail, coupled with notice by publication, satisfied the requirements of due process and Rule 23").

Finally, this Notice will include all necessary legal requirements and provide a comprehensive explanation of the Settlement in simple, non-legalistic terms.

E. A Final Fairness Hearing Should be Scheduled

The Court should schedule a final fairness hearing to determine that class certification is proper and to approve the settlement. *See Manual for Complex Litigation, Third* §30.44 (1995).

The fairness hearing will provide a forum to explain, describe or challenge the terms and conditions of the class certification and settlement, including the fairness, adequacy and reasonableness of the settlement. Accordingly, Plaintiff requests that the Court schedule the time, date, and place of the final fairness hearing.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court enter an Order: (1) conditionally certifying a class action with respect to the claims against Defendants pursuant to Fed. R. Civ. P. 23(b)(3) for the purpose of effectuating a class action settlement of the claims against Defendants; (2) preliminarily approving a class settlement with Defendants; (3) directing notice to class members regarding settlement of certain claims against Defendants on a final and complete basis; and (4) scheduling a final fairness hearing.

Dated: December 30, 2008

Respectfully submitted,

/s/ Seth Lesser

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ATTORNEYS FOR PLAINTIFF AND PROPOSED CLASS

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DANA CLARK, individually and on behalf of a Class of others similarly situated, Plaintiff, vs. COUNTY OF SALEM, RAYMOND C. SKRADZINSKI, both individually and in his official capacity as the Warden of the Salem County Correctional Facility, SALEM COUNTY SHERIFF'S DEPARTMENT, CHARLES MILLER, both individually and in his official capacity as Sheriff of the County of Salem, Defendants.	CIVIL ACTION DOCKET NO. 07-CV 2259 (RMB)

DECLARATION OF SETH R. LESSER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

SETH R. LESSER, an attorney admitted to the bar of this Court, declares, under penalty of perjury that:

1. I am a partner in Klafter Olsen & Lesser LLP co-counsel for Plaintiff Dana Clark, individually and on behalf of all others similarly situated. I am fully familiar with the facts and circumstances set forth herein, and I make this Declaration in support of the Motion for Preliminary Approval of Settlement, as well as for the sending of notice and the scheduling of a final approval hearing.

2. This case was commenced in May 2007 by the filing of a complaint by Arthur Graff and Dana Clark. The Defendants thereupon filed a motion to dismiss on August 7, 2007, and in response Plaintiff filed an amended pleading on September 28, 2007, removing Arthur Graff as a named plaintiff and proposed class representative in this matter. Defendants filed an answer to the amended complaint on October 10, 2007.

3. As my co-counsel and I have been involved in the prosecution and settlement of other similar cases, from the initial pretrial conference onwards it was suggested that a mediation effort could save both sides time and money and also, if nothing else, help focus the parties' understanding of the claims and defenses in the case. Settlement negotiations began on March 7, 2008, when the parties met for an initial mediation session conducted by retired Magistrate Judge Joel Rosen. The parties spent extensive time continuing their negotiations after the conclusion of the first round of mediation, pursuant to which Plaintiff were able to informally continue their investigation of the claims at issue. As part of the mediation effort, Plaintiff's counsel discovered that the strip searches conducted during the admissions process at the Salem County Correctional Facility were limited to supervised showers, rather than a more intrusive "bend and spread" and/or "squat and cough" search, as has been the case in other counties Further, through the mediation sessions and under the auspices of Judge Rosen, Plaintiff learned that Salem County had extremely limited resources to fund a settlement in this matter. The settlement mediation and discussions between the parties continued over many months, practically down to the signing of the Settlement Agreement today, on December 30, 2008.

4. The foregoing items, including the scope of the claims and the financial status of the County were matters that were carefully considered by Plaintiff's counsel in negotiation of, and deliberations concerning, the propriety of the Settlement Agreement that was ultimately reached. Plaintiff's counsel believes that the monetary amount obtained for the benefit of Class Members through the Settlement Agreement represents the limit of Salem County's ability to pay and that the Settlement Agreement amount is a fair and reasonable one for the Class.

5. Annexed hereto as Exhibit 1 is a true and correct copy of the Settlement Agreement entered into by the Parties as of June 30, 2008.

6. Annexed hereto as Exhibit 1-A is a true and correct copy of the proposed Claim Form and Release.

7. Annexed hereto as Exhibit 1-B is a true and correct copy of the Notice of Proposed Settlement and Hearing.

8. Annexed hereto as Exhibit 1-C is a true and correct copy of the proposed Order Granting Final Approval of Class Action Settlement and Judgment.

9. Annexed hereto as Exhibit 1-D is a true and correct copy of the proposed Order Preliminarily Approving Settlement.

10. Annexed hereto as Exhibit 1-E is a true and correct copy of the proposed Court Ordered Legal Notice.

11. Annexed hereto as Exhibit 1-F is a true and correct copy of the proposed Plan of Distribution.

12. Annexed hereto as Exhibit 2 are true and correct copies of the firm and individual biographies and resumes of the proposed class counsel to the proposed Settlement.

Dated: White Plains, N.Y.
December 30, 2008

Seth R. Lesser

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DANA CLARK, individually and on behalf of a Class of others similarly situated, Plaintiff, vs. COUNTY OF SALEM, RAYMOND C. SKRADZINSKI, both individually and in his official capacity as the Warden of the Salem County Correctional Facility, SALEM COUNTY SHERIFF'S DEPARTMENT, CHARLES MILLER, both individually and in his official capacity as Sheriff of the County of Salem, Defendants.	CIVIL ACTION DOCKET NO. 07-CV 2259 (RMB)

SETTLEMENT AGREEMENT

The plaintiff, Dana Clark ("Clark"), by and through her counsel, and the defendants (the plaintiff and the defendants together, the "Parties"), by and through their counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for settlement of the claims herein described against the defendants.

WHEREAS, Plaintiff filed the above-captioned class action lawsuit against the defendants, the County of Salem, Raymond C. Skradzinski, Salem County Sheriff's Department and Charles Miller (together, "Defendants"), alleging that Defendants had violated Plaintiff's constitutional rights under color of state law by illegally strip searching her and others similarly situated upon entry into the Salem County Correctional Facility.

WHEREAS, Plaintiff further alleges that, in violation of law and pursuant to an unwritten policy of the County of Salem, all persons such as Plaintiff and the members of the class she purports to represent, who entered the Salem County Correctional Facility charged with non-indictable offenses, violations of probation or parole, other violations or other minor offenses, or held on civil matters, were strip searched absent any particularized suspicion that they possessed weapons or other contraband.

WHEREAS, Defendants have denied and continue to deny Plaintiff's claims, and Defendants deny any wrongdoing or liability of any kind to Plaintiff or to any members of the class (as defined hereinafter).

WHEREAS, the Parties to this Settlement Agreement have conducted and are continuing to conduct a thorough examination and investigation of the facts and law relating to the matters in this litigation and that such examination included documentary discovery in the course of the litigation.

WHEREAS, the Defendants have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiff and all members of the proposed class relating to alleged conduct involved in this litigation.

WHEREAS, Plaintiff and Class Counsel recognize the costs and risks of prosecuting this litigation, and believe that it is in their interest, and the interest of all Class Members, to resolve this litigation, and any and all claims against Defendants, as well as all employees of the County of Salem who may have devised, promulgated or enforced the policy or participated in the conduct that is the subject of this Settlement Agreement.

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties, including two mediation sessions conducted by former United States Magistrate Judge Joel B. Rosen, and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein.

WHEREAS, the Parties believe that this Settlement Agreement offers significant benefits to members of the proposed class and is fair, reasonable, adequate and in the best interest of putative class members.

WHEREAS, this Settlement Agreement is made and entered into by and among Defendants and Plaintiff Clark, individually and on behalf of a class (the "Class") of similarly situated persons (the "Class Members") defined as:

> All persons who have been or will be placed into the custody of the Salem County Correctional Facility after being charged and arrested within the County of Salem for misdemeanors, violations, traffic infractions, failing to make payment on outstanding traffic violations, failing to make payment on outstanding fines or other minor crimes or violations and were strip searched absent any particularized suspicion that they possessed weapons or other contraband. The class period commences on May 14, 2005 and extends until the date of this Agreement. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Claim Form. "Claim Form" shall mean a form in substantially the same form as that attached hereto as Exhibit A.

B. Claims Period. "Claims Period" shall mean the time period during which claims may be made by Settlement Class Members, extending from the Notice Date until the date 120 days thereafter, including weekends and holidays, provided that if the last day of the Claims Period falls on a weekend or Federal holiday, then the end of the Claims Period shall be the next following day that is not a weekend or Federal holiday.

C. Class Counsel. "Class Counsel" shall mean: Cuneo Gilbert & LaDuca, LLP, Washington, DC, Klafter Lesser & Olsen LLP, Haddonfield, New Jersey and White Plains, New York, The Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York, and William Riback, LLC, Haddonfield, New Jersey.

D. Class Notice. "Class Notice" shall mean the Court-approved form of notice in substantially the same form as Exhibit B.

E. Class Representative: "Class Representative" shall mean Plaintiff Dana Clark.

F. Class Settlement. "Class Settlement" shall mean the terms provided in this Settlement Agreement.

G. Court. "Court" shall mean the United States District Court for the District of New Jersey, The Honorable Renee Marie Bumb presiding, or her duly appointed or designated successor.

H. Defendants. "Defendants" shall mean the County of Salem, Raymond C. Skradzinski, Salem County Sheriff's Department and Charles Miller, and shall include all employees of the County of Salem who may have devised, promulgated or enforced the policy or participated in the conduct that is the subject of this Settlement Agreement.

I. Defendants' Counsel. "Defendants' Counsel" shall mean WolfBlock, LLP, 1940 route 70 East, Suite 200, Cherry Hill, New Jersey 08033.

J. Distribution Amount. "Distribution Amount" shall mean the amount available to the Class Members from the Settlement Fund after payment of the costs of notice and administration of the Settlement, attorneys' fees and expenses, and incentive award to the Class Representative.

K. Effective Date. "Effective Date" shall mean the later of thirty-five days from the date on which the Settlement has been finally approved by the Court, or thirty-five days from the date on which any appeals from final approval are resolved.

L. Evidentiary Hearing. "Evidentiary hearing" shall mean the evidentiary hearing before a Special Master where issues regarding the class status of individuals shall be decided.

M. Final Approval Hearing. "Final Approval Hearing" shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Judgment.

N. Final Judgment. "Final Judgment" shall mean that Court Order that finally certifies the Settlement Class, approves this Settlement Agreement, approves payment of attorneys' fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, in substantially the same form as Exhibit C.

O. Litigation. "Litigation" shall mean the above-captioned lawsuit pending in the United States District Court for the District of New Jersey as *Dana Clark vs. Salem County, et al*, Docket No. 07-CV-2259 (RMB).

P. Mediator. The "Mediator" shall mean The Honorable Joel B. Rosen, former United States Magistrate Judge of the United States District Court for the District of New Jersey.

Q. Notice Program. "Notice Program" shall mean the program for disseminating the Class Notice to Settlement Class Members, including public dissemination of the Summary Notice, in accordance with the terms herein.

R. Notice Date. "Notice Date" shall mean the date upon which Class Notice is mailed to known Class Members in accordance with the terms herein.

S. Objection Date. "Objection Date" shall mean the date agreed upon by the Parties or otherwise ordered by the Court by which Settlement Class Members must submit any objection to the Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

T. Opt-Out Deadline. "Opt-Out Deadline" shall mean the date agreed upon by the Plaintiff and Defendants or otherwise ordered by the Court by which any Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

U. Opt-Out List. "Opt-Out List" shall mean a written list prepared by the Settlement Administrator of the names of all Settlement Class Members who submit timely Requests for Exclusion or Opt-Out Notices.

V. Opt-Out Notice. "Opt-Out Notice" or "Opt-Out" shall mean a Request for Exclusion.

W. Parties. "Parties" shall mean the Plaintiff and Defendants.

X. Plaintiff. "Plaintiff" shall mean Dana Clark.

Y. Preliminary Approval Order. "Preliminary Approval Order" shall mean the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

Z. Release. "Release" shall mean the release described in Section VII herein.

AA. Released Claims. "Released Claims" shall mean and include any and all claims or causes of action by or on behalf of any and all Settlement Class Members (and their predecessors, successors, heirs, administrators, executors, agents, trustees, representatives, and assigns) that are released by the Release described in Section VII herein.

BB. Released Parties. "Released Parties" shall mean all persons or entities against whom Released Claims will be released pursuant to the Release described in Section VII herein.

CC. Request for Exclusion. "Request for Exclusion" shall mean any request by any Settlement Class Member for exclusion from the Settlement Class in compliance with Section V herein.

DD. Reverter. "Reverter" shall mean the funds that Defendants shall receive, after administrative expenses, attorneys' fees, notice costs, and Class Representative incentive payments are paid, in the event that the *pro rata* share of the Settlement Fund paid to Settlement Class Members would be greater than $950.00. In that event, Defendants will receive a reverter of any remaining funds.

EE. Settlement. "Settlement" shall mean the agreement by the Plaintiff and Defendants to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

FF. Settlement Administrator. "Settlement Administrator" shall mean the qualified party selected by the Plaintiff and Defendants and designated in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program. Neither Plaintiff nor any other of the Defendants shall have any responsibility for any acts or omissions of the Settlement Administrator. The parties have agreed to select the Garden City Group as the Settlement Administrator.

GG. Settlement Agreement. "Settlement Agreement" shall mean this Settlement Agreement, including any amendment hereto pursuant to Section X.D hereof, and all the exhibits attached hereto.

HH. Settlement Class. "Settlement Class" shall mean:

> All persons who were placed into the custody of the Salem County Correctional Facility after being charged with non-indictable offenses, disorderly persons offenses, violations, violations of probation or parole, traffic infractions, civil commitments or other non-indictable occurrences, and who were Strip Searched upon their entry into Salem County Correctional Facility in the absence of reasonable suspicion that the individual harbored contraband. The class period commences on May 14, 2005 and extends until the date of this agreement. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

II. Settlement Class Members. "Settlement Class Members" shall mean all persons in the Settlement Class who do not exclude themselves pursuant to Section V herein.

JJ. Settlement Fund. "Settlement Fund" shall mean a fund, governed by terms to be agreed to between Class Counsel and Defendants' Counsel, which shall be placed in an escrow account and utilized to administer the monetary requirements of the Settlement. The Settlement Fund will be established by Class Counsel and entitled the "Salem County Qualified Settlement Fund" and treated as trust fund monies under relevant New Jersey ethical standards.

KK. Settlement Amount. "Settlement Amount" shall mean the amount of Six Hundred Forty Thousand Dollars ($640,000.00) to be paid by or on behalf of the Defendants.

LL. Settlement Website: Class Counsel will establish a website to provide information about the settlement with a World Wide Web address of www.salemcountystripsearch.com, or something substantially similar.

MM. Strip Search. For purposes of this Settlement Agreement, "Strip Search" means the removal or rearrangement of clothing for the purpose of visual inspection of the person's undergarments, buttocks, anus, genitals or breasts. The term does not include any removal or rearrangement of clothing reasonably required to render medical treatment or assistance or the removal of articles of outer-clothing such as coats, ties, belts or shoelaces.

NN. Summary Notice. "Summary Notice" shall mean a notice in substantially the same form as that which appears at Exhibit E.

OO. Website Administrator: "Website Administrator" shall mean the qualified party selected by the Plaintiff and designated in the Preliminary Approval Order to administer the Settlement Website. Neither Plaintiff nor any of the Defendants shall have any responsibility for any acts or omissions of the Website Administrator. The Plaintiff has selected I Partners, Inc. Fonda, New York, as the website administrator.

II. REQUIRED EVENTS

A. Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendants' Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially the forms attached hereto as Exhibits D and C, respectively.

2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit D, which by its terms shall:

a. Preliminarily approve the terms of the Settlement Agreement, including the certification of the Class for purposes of this Settlement Agreement only, as within the range of fair, reasonable and adequate settlements for purposes of issuing notice;

b. Approve the contents of the Class Notice and methods in the Notice Plan;

c. Schedule a Final Approval Hearing to review comments regarding the proposed Class Settlement and to consider the fairness, reasonableness, and adequacy of the proposed Class Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court should issue a Final Judgment (in substantially the same form as Exhibit C) approving the Class Settlement, granting Class Counsel's application for fees and expenses, granting the Incentive Award application of the Class Representative, and dismissing the Litigation with prejudice.

3. Class Counsel and Defendants' Counsel will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Judgment.

4. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Judgment, Class Counsel and Defendants' Counsel agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court; provided, however, that in no event shall any Defendants be required to agree to any such cure that would increase the cost or burden of the Settlement Agreement to such Defendants.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by the Mediator and his decision shall be binding on the Parties.

III. SETTLEMENT TERMS

1. The Defendants maintain that their strip search policy is constitutional, as evidenced by its written policy. The Defendants will continue to comply with the terms of its written policies as they pertain to Strip Searches; however, such policy may be updated in the event of any changes in the law. Defendants also agree to provide training to all personnel responsible for booking individuals admitted into the Salem County Correctional Facility with respect to strip search procedures and to install shower curtains in the shower stalls utilized in the admissions process.

A. Settlement Fund

1. Defendants will cause to be paid into the Settlement Fund the sum of $640,000.

2. Defendants' monetary obligation of $640,000 will be deposited into the Settlement Fund by the Effective Date by either wire transfer or check.

3. All administrative expenses, including the costs of Settlement administration, website administration and the provision of notice to Class Members, as well as the amounts awarded by the Court for attorneys' fees and costs, and incentive awards to the Class Representative, will be deducted from the Settlement Amount prior to determining the "Distribution Amount." In no event shall Defendants be liable for any amount in excess of $640,000.00.

B. Payments to Class Members

1. Each Class Member who submits a timely Claim Form will be entitled to receive their proportionate share of the Distribution Amount, subject to the provisions of Paragraph III.C.3. This amount will be distributed to the Class based on the Plan of Distribution attached to this agreement as Exhibit F.

2. No Class Member shall be entitled to more than his or her individual share of the Distribution Amount regardless of the number of times he or she has been booked and/or Strip Searched at the Salem County Jail.

3. In the event that the *pro rata* share of the Settlement paid to Class Members would be greater than $950.00, the Defendants will receive a Reverter of the remaining funds.

4. No portion of the Distribution Amount shall be disbursed before the Effective Date.

5. The Parties acknowledge that Class Members have an important interest in being able to maintain their privacy in filing a claim on this class action settlement. Accordingly, the identification of any class member making a claim shall be kept confidential and disclosed only to Class Counsel and Defendants' Counsel, and shall be protected from public disclosure, unless such disclosure is required by law or to address the validity of any claim.

C. Attorneys Fees and Expenses

1. Class Counsel will petition the Court for an award of attorneys' fees in the amount not to exceed 30% of the Settlement Fund. Class Counsel will also petition the Court for an award of pre-settlement cost and expenses, in an amount not to exceed $ 6,500.00, which will be deducted from the Settlement Fund. Defendants shall not oppose Class Counsel's application for said award of fees and expenses, nor will they oppose any appeal filed by Class Counsel relative to their application for an award of attorneys' fees, so long as such application for attorneys' fees and expenses conforms with the Settlement Agreement.

D. Additional Discovery

1. Defendants will continue to cooperate in a timely and reasonable manner with Class Counsel to determine class size and Class Members' names and addresses. The Defendants will provided Class Counsel or their agents with the data maintained by the State of New Jersey for the purposes of assembling a class list. Defendants will also cooperate with Class Counsel for the purposes of obtaining any additional information needed to determine the identity of the class members. Subject to applicable law, the Defendants will not object to providing social security numbers or dates of birth for class members for the purposes of locating absent class members.

IV. NOTIFICATION TO CLASS MEMBERS

A. Responsibilities of the Settlement Administrator and Website Administrator

1. The Settlement Administrator shall implement and administer the Notice Program.

2. The Settlement Administrator shall be responsible for, without limitation: (i) mailing the Class Notices; (ii) arranging for the publication of the Summary Notice; (iii) responding to requests for a copy of the Class Notice; (iv) otherwise administering the Notice Program and (v) distributing payments to the Settlement Class Members. The Notice Program shall comply with all requirements of applicable law. The Settlement Administrator will maintain an appropriate insurance policy to protect against any violation of its fiduciary duty to the Court, Class Members, or Class Counsel.

3. The Website Administrator will maintain the settlement website, www.Salemcountystripsearch.com, or something substantially similar, which will provide information about the settlement to Class Members, including notice and claims documents, court documents, and a copy of the Settlement Agreement.

B. Notice

1. Notice will be provided to the Class by direct mailing of Class Notice and a Claim Form to all individuals at their last known or readily ascertainable address and by publication in Today's Sunbeam, The Gloucester County Times, and the Bridgeton News and Millville News, on at least one day per week for three consecutive weeks commencing on the Notice date, and on one occasions during the last ten days of the Claims Period. The mailed notice will be provided in Spanish and English, and newspaper advertisements will provide instruction that a Spanish copy of the notice will be provided upon request.

2. The Settlement Administrator shall also provide a copy of the Class Notice and Claim Form to anyone who requests notice through written communication to the Settlement Administrator, or through a toll-free telephone number to be established by the Settlement Administrator. The Website Administrator will also provide downloadable copies of notices, claim forms, court decisions and other information to class members through a dedicated internet website, www.Salemcountystripsearch.com, or something substantially similar.

3. Defendants will cooperate in the Notice Program by providing Class Counsel and/or the Settlement Administrator with information necessary to affect notice to the Class including, but not limited to, cooperating with efforts to obtain the last known address of potential Class Members from County records. The Defendants will provide access to the list generated by the State of New Jersey regarding all intakes into the Salem County Corrections Facility during the Class period.

4. If, after the initial mailing, the Notice is returned as undeliverable, the Claims Administrator will attempt to locate the Class Members by way of a national locator database or service and, if another address is found, remail the Notice to that new address.

5. The Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and Defendants' Counsel, attesting to the measures undertaken to provide Notice of the Settlement. The Website Administrator will also provide an affidavit attesting to activity on the settlement website, including number of visitors and number of documents downloaded. The affidavits will be filed ten days before the date scheduled for Final Approval.

6. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties, which shall provide that the names, addresses and other information about specific Class Members and/or specific Class Members that is provided to it by Defendants, Class Counsel, or by individual Settlement Class Members, shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

7. Class Counsel will employ an interpreter on a *per diem* basis to assist Settlement Class Members whose primary language is Spanish in filing claims under the settlement. The costs of this interpreter will paid as an administrative cost.

V. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. The provisions of this paragraph shall apply to any Request for Exclusion. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. In the event that the number of Opt-Outs exceeds the number detailed in a separate agreement between the parties' counsel, the Defendants reserve their right to nullify the Settlement and proceed forward with the Litigation, in which case the Litigation will proceed forward as if this Settlement never occurred.

D. Not later than three (3) business days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and to Defendants' Counsel together with copies of the Request for Exclusion. Class Counsel and Defendants' Counsel shall jointly report the names appearing on the Opt-Out List to the Court at the time of the Final Approval Hearing.

E. Class Counsel agrees that they will not represent any individuals who opt out from the Settlement in asserting claims against Defendants that are the subject of this agreement.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection shall state the name, address and telephone number of the person and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objections to the Settlement Agreement, in accordance with such Settlement Class Members' due process rights. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection or request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defendants' Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

C. In accordance with law, only Class Members who object to the Settlement pursuant to the terms immediately above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Class Member who wishes to appeal Final Judgment, which appeal will delay the distribution of the Settlement to the Class, shall post a bond with this Court in any amount to be determined by the Court as a condition of prosecuting such appeal.

VII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendants, and all of their respective affiliates, predecessors, successors and assigns, officers, agents, representatives, insurers, attorneys and employees (the "Released Persons"), are released from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiff or any member of the Class against the Released Persons, or any of them, based upon or related to the actions that are the subject of this Settlement Agreement.

B. This Settlement Agreement and Release does not affect the rights, if any, of Class Members who timely and properly exclude themselves from the Settlement.

C. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement.

D. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Class Members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVES

A. Given the efforts of the named Plaintiff on behalf of the Class, Defendants will not oppose an application for an incentive award of $2,500 on behalf of Class Representative Dana Clark, such amount to be paid before distribution to the general Class. It is agreed between the Parties that Ms. Clark provided substantial assistance to Class Counsel in the prosecution of this action.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

B. Defendants, through their undersigned attorneys, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by them of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement, and the exhibits and related documents hereto, are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Any payment of moneys, or any other action taken, by any of the Defendants pursuant to any provision of this Settlement Agreement, shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Judgment as contemplated herein. Defendants deny any liability to Plaintiff and to all Members of the Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Effective Date does not occur for any reason or the Final Judgment is not entered, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

E. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

H. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

J. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to Plaintiff and Defendants.

K. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

L. Integrated Agreement

1. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

2. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the settlement of the Litigation.

M. Notice:

1. Any notice, request or instruction or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

- If to Defendants to: Catherine L. Sakach, WolfBlock LLP, 1940 Route 70 East, Suite 200, Cherry Hill, New Jersey 08055.

- If to Class Counsel or Plaintiff to: Seth R. Lesser, Esq., Klafter Olsen & Lesser LLP, 132 Haddon Avenue Haddonfield, NJ 08033.

N. Dispute Resolution

1. Except as otherwise provided herein, the Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or the manner in which any issue or dispute arising under this Settlement Agreement, shall be submitted to the Mediator, who shall attempt to mediate such dispute, and if such dispute cannot be resolved via mediation, shall decide such dispute. The Mediator's decision shall be final and binding. If for any reason the Mediator becomes unable to

serve, the Parties shall attempt to agree on a substitute mediator. If they are unable to do so, any issue or dispute covered by this Section shall be resolved by the Court.

IN WITNESS WHEREOF, Plaintiff and Defendants and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: December 30, 2008

Seth Lesser
Fran Rudich
KLAFTER OLSEN & LESSER LLP
1311 MAMARONECK AVENUE, SUITE 220
WHITE PLAINS, NEW YORK 10605
Telephone: 914-997-5656
Telecopier: 914-997-2444

/s/ Charles LaDuca by SRL
Charles LaDuca
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/s/ Elmer Robert Keach, III by SRL
Elmer Robert Keach, III
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Telecopier: 518-770-1558

/s/ William A. Riback_by SRL________
William A. Riback
WILLIAM RIBACK, LLC
132 Haddon Avenue
Haddonfield, NJ 08033
Telephone: 856-857-0008
Telecopier: 856-857-0028

ATTORNEYS FOR PLAINTIFF AND THE PROPOSED CLASS

Dated: December ___, 2008

____
Catherine L. Sakach
WOLFBLOCK LLP
1940 Route 70 East, Suite 200
Cherry Hill, New Jersey 08003

ATTORNEYS FOR THE DEFENDANTS

GRAFF v. COUNTY OF SALEM, CASE NO. 07-CV-2259

CLAIM FORM AND RELEASE

PLEASE READ THESE INSTRUCTIONS AND CLAIM FORM CAREFULLY

To determine if you are eligible to receive money from the Settlement, you must fill out the Claim Form and Release ("Claim Form"). The Claim Form is attached at the end of these instructions. The completed and signed Claim Form ***must be postmarked by [insert date]. If you do not send it in by [insert date], you will not get any money. You must sign on the last page.*** You must submit it in the enclosed envelope or another properly addressed, postage prepaid envelope to the following address:

Settlement Administrator
[insert address + 800 number]

It is highly recommended that you send it by certified mail return receipt requested or a form of overnight delivery that will provide proof that it was delivered. If a claim form is lost in the mail or not received for any reason, you will not be able to receive any money.

If you have any questions about how the Settlement Fund will be divided up, you should write or call the Settlement Administrator at the above toll free number.

All Settlement Class Members who do not exclude themselves are bound by the terms of the judgment. This is true whether you send in a Claim Form or not.

If you have asked to be excluded, **do not** submit a Claim Form.

I. WHO IS IN THE SETTLEMENT CLASS?

You are in the "Settlement Class" if you satisfy ALL of the following four conditions:

1. you were admitted into the Salem County Jail (the Salem County Correctional Facility);
2. you were charged only with a misdemeanor, violation, traffic infraction, failing to make payment on outstanding traffic violation, failing to make payment on an outstanding fine, failing to make child support payments or other minor offense or violation and not with an indictable offense;
3. you were strip searched upon entry to the Jail without reasonable cause; AND
4. you were strip searched during the period of May 14, 2005 through December 30, 2008.

If you have questions about these requirements, review the Class Notice.

II. CLAIM FORM INSTRUCTIONS

A. Please type or neatly print all the information that is asked for.

B. If you believe you are entitled to money from the Settlement Fund you must complete Part 1 of the Claim Form and the additional parts of the Claim Form that apply to you.

C. By signing below you are verifying, under penalty of perjury, that the information you have included is correct. You also agree to provide additional information to Class Counsel or the Settlement Administrator to support your claim. They may ask you to do this in the future.

D. By signing below you are also verifying that you have not filed a claim or lawsuit about being strip searched at the Jail, that you did not ask anyone else to file one for you, and that you don't know of anyone who might have filed one for you.

E. **Please read the instructions carefully.** Your claim will be checked and verified by the Settlement Administrator. You should keep copies of all documents that support your claim while this is going on.

F. A Claim Form will be considered submitted to the Settlement Administrator if it is mailed in a first-class envelope postmarked by the due date. **You may want to send in your Claim Form by Certified Mail, Return Receipt Requested or a form of overnight delivery that provides a record of delivery**. If you send the Claim Form to the Settlement Administrator in some way other than first-class mail, the Claim Form will be considered "submitted" when it is received by the Settlement Administrator.

G. The Settlement Administrator will not tell you when they get your Claim Form. If you want to make sure the Settlement Administrator gets your form, you should send it by Certified Mail, Return Receipt Requested. It will take some time to process all the forms and send the checks. This work will be done as fast as possible, but each claim must be checked for accuracy and recorded.

H. Please write or call Settlement Administrator if your address changes.

THE CLAIM FORM MUST BE FILLED OUT AND SIGNED IF YOU WANT TO DETERMINE IF YOU ARE ENTITLED TO GET MONEY FROM THE SETTLEMENT FUND. THE ENVELOPE MUST BE *POSTMARKED NO LATER THAN [INSERT DATE]* 2009, AND MUST BE MAILED TO:

[SETTLEMENT ADMIN / ADDRESS]

III. CLAIM FORM

GRAFF V. COUNTY OF SALEM

PART 1: CLAIMANT IDENTIFICATION

Claimant's Name: ____

Mailing Address:____

City: ____________________ State/Country:_________________ Zip Code: _________

Date of Birth: ___________________ Social Security No. _________________________

Date of Arrest if known. Please say so if the date you give is an estimate. Please note that only persons arrested between May 14, 2005 and December 30, 2008, who were admitted into the Salem County Jail are eligible.

____

___ Actual Date

___ Estimated Date

All criminal charges or reasons for arrest, if known (i.e. violation of probation, Family Court warrant):

____

(If you do not know what the charges against you were, but believe you are still a Class Member, you should file a claim. We will get your arrest record from the County. You may still be asked to provide more information about your case.)

____ Please check this box to signify that you were subjected to a strip search upon that admission to the Salem County Jail.
'

_____ Please check this box to signify that you were not arrested for an indictable offense upon that admission to the Salem County Jail.

Telephones:

__________________________ (daytime)

__________________________ (cell)

__________________________ (evening)

IV. SUBMISSION TO JURISDICTION OF THE COURT

By signing below, I agree that the United States District Court for the District of New Jersey has the power to rule on my claim as a Settlement Class Member, and that the Court has the power to enforce the Release described below.

RELEASE

By signing below, you acknowledge the release and discharge of the Defendants, and all of their respective parents, subsidiaries, affiliates, predecessors, successors and assigns, officers, agents, representatives, attorneys and employees, from any and all claims or causes of action that were, could have been, or should have been asserted by the named Plaintiffs or any member of the Settlement Class against the Released Persons, or any of them, based upon or related to strip searches in the Salem County Jail.

VERIFICATION

I declare under penalty of perjury under the laws of the United States that the foregoing information provided by the undersigned is true and correct. I also declare that I was strip searched when I was admitted into the Salem County Jail for a non-indictable offense.

I filled out and signed this Proof of Claim and Release form on _____________________, 2009, in ________________________________ (City, State, Country).

____

(Sign your name here)

____

(Type/Print your name here)

Legal Notice
United States District Court for the District of New Jersey

NOTICE OF PROPOSED SETTLEMENT AND HEARING

If You Were Admitted Into The Salem County Correctional Facility From May 14, 2005 To December 30, 2008 For a Non-Indictable Offense 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 District of New Jersey 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 Salem County Correctional Facility engaged in the strip searches of all individuals charged only with non-indictable offenses, violations, traffic infractions, failing to make payment on outstanding traffic violations, failing to make payment on outstanding fines, failing to make child support payments or other minor offenses or violations upon their entry into the Salem County Correctional Facility from May 14, 2005 until December 30, 2008. The proposed settlement does not include individuals who were charged with an indictable offense at the time of their admission to the Salem County Correctional Facility, or who were not strip searched when they entered the Correctional Facility.

- The settlement would entitle each Class Member to an equal share of a $640,000 settlement fund (after payment of administrative costs, an incentive award to the representative plaintiff, and attorneys' fees).

- It is estimated that each Class Member may receive between $350.00 and $950.00. The maximum payment to each Class Member will be $950.00, and Defendants may receive some money back from the Settlement Fund. This is detailed later in this notice.

- Visit the settlement website at **[INSERT]** 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 receive any money.**
Exclude Yourself	If you exclude yourself from the settlement, you will not be bound by the settlement or judgment 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 to bring or be part of any other lawsuit against the Defendants in this case about the same legal claims that are advanced 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 send a written objection to the Court postmarked no later than [Insert Date].**
Go to a Hearing	If you submit a claim form or if you object, you may also ask to speak in Court at the Fairness Hearing (described below) about the fairness of the settlement or the request for fees and costs. You do not need to go to the hearing if you do not wish to. You do not need to go to the hearing if you submit a claim, or if you exclude yourself or if you object.
Do Nothing	You get **<u>no</u>** 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 been admitted to the Salem County Correctional Facility on non-indictable offenses, violations, traffic infraction, failing to make payment on outstanding traffic violation, failing to make child support payments, failing to make payment on outstanding fine or other minor crime or violation from May 14, 2005 to December 30, 2008 and may have been subjected to a strip search.

You were sent 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 any possible objections and appeals are resolved, an administrator appointed by the Court will make the monetary payments that the settlement allows. You will be informed of the progress of the settlement. You should understand that the process of Court approval may take a good deal of time.

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 District of New Jersey, Camden Vicinage, United States District Judge Renee Marie Bumb presiding. The case is called *Graff v. County of Salem*, Index No. 07-CV-2259. The person who sued is called the Plaintiff, and the municipality and municipal officials she sued, the County of Salem, its correctional employees and elected officials, are called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff claims in this lawsuit that the County of Salem illegally strip searched individuals upon their admission to the Salem County Correctional Facility who were charged solely with non-indictable offenses, violations, traffic infractions, failing to make payment on outstanding traffic violations, failing to make payment on outstanding fines, failing to make child support payments or other minor offenses or violations and not indictable occurrences, in violation of the unreasonable search provisions of the United States Constitution. Defendants deny that they did anything wrong, and contended through this lawsuit that even if they did do anything wrong, Plaintiff and the Class Members are not entitled to any money as a result of being searched.

III. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Class Representative (in this case, Dana Clark) sues on behalf of all people who have similar claims. All of these people are a Class or Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Judge Renee Marie Bumb is in charge of this class action lawsuit.

IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendants. Instead, 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 Representative and her attorneys think the settlement is best for everyone who is alleged to have been illegally strip searched.

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

Judge Bumb decided that everyone who fits this description is a Class Member:

All persons who were placed into the custody of the Salem County Correctional Facility after being charged with non-indictable offenses, disorderly persons offenses, violations, , traffic infractions, civil commitments or other non-indictable occurrences, and who were Strip Searched upon their entry into Salem County Correctional Facility in the absence of reasonable suspicion that the individual harbored contraband. The class period commences on May 14, 2005 and extends until December 30, 2008. For purposes of class definition, multiple entries into the facility shall be viewed as a single entry. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

The settlement does not cover individuals charged with indictable offenses at the time of their entry into the Salem County Correctional Facility, anyone who entered the Correctional Facility after being convicted of (as compared to only being charged with) a crime, or anyone who entered the Correctional Facility but was not strip searched as part of the Correctional Facility's booking procedure.

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

In filling out the Claim Form, you will affirm, under penalty of perjury, that you were strip searched during the admission process at the Salem County Correctional Facility. If your name is not contained in Salem County's records, you may be asked to provide additional documentation before being allowed to participate in the settlement.

A strip search occurred if, during the admission process, you were ordered to remove or rearrange your clothing for a visual inspection of your undergarments, buttocks, anus, genitals or breasts. A strip search did not occur if the removal or rearrangement of your clothing was reasonably required to render medical treatment or assistance 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 confirming that one of these searches was conducted on you when you entered the Salem County Correctional Facility.

VIII. HOW DO I KNOW WHETHER THE OFFENSE FOR WHICH I WAS CHARGED UPON ADMISSION TO THE SALEM COUNTY CORRECTIONAL FACILITY QUALIFIES ME FOR INCLUSION IN THE CLASS?

You must have been brought to the Salem County Correctional Facility before a judge had sentenced you (pre-adjudication) to be eligible to recover, and all of the charges must have been non-indictable offenses. Everyone brought to the Salem County

Correctional Facility pre-adjudication based solely on non-indictable offenses and who were strip searched upon admission are eligible under this settlement agreement.

Stated another way, persons who were charged with "indictable offenses" as defined under the New Jersey Criminal Code, N.J.S.A. 2C when they were admitted to the Salem County Correctional Facility cannot recover. New Jersey defines an indictable offense as an offense, which authorizes in excess of six months jail time if convicted. Indictable offenses are usually handled by a Superior Court Judge, and require indictment by a grand jury. Murder, burglary and rape are examples of indictable offenses. Anyone charged with an indictable offense upon admission to the Salem County Correctional Facility, even if they were also charged with non-indictable offenses at the same time, is not a member of the class unless they were, on another occasion, admitted to the Salem County Correctional Facility solely on non-indictable or violation charges.

Examples of "non-indictable offenses" are disorderly persons offenses traffic offenses and violation of child support orders. Disorderly persons offenses are non-indictable offenses and are, at most, subject to incarceration in a County Jail. Non-indictable offenses are handled by a Municipal Court or City, Town or Village Court judge, and do not require indictment. Shoplifting less than $200.00, Disorderly Conduct, and Loitering are examples of charges, which are non-indictable offenses, and fall within the class definition. Anyone charged with such a non-indictable offense and upon admission to the Salem County Correctional Facility was strip searched is a member of the Class.

The settlement further allows for individuals to make claims if they were admitted to the Salem County Correctional Facility if they were subject to a civil commitment. A civil commitment is an order from a non-criminal court, usually the Chancery Court, committing that individual to the Salem County Correctional Facility. Individuals admitted to the Salem County Correctional Facility, on a civil commitment, a commitment, are members of the Class if they were strip searched.

Finally, if a person was arrested and brought to the Salem County Correctional Facility under traffic offenses or traffic warrants, failing to pay fines and contempt, pre-adjudication, they are eligible under the Settlement Agreement if they were strip searched. Consequently, if you failed to honor a payment order with a municipal court and were arrested, or failed to appear for a municipal court date and arrested, brought to the Salem County Correctional Facility and strip searched, you are eligible to receive a settlement payment.

IX. I WAS ADMITTED TO THE SALEM 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 non-indictable offense. 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 of 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 AN OFFENSE. HOW DOES THIS AFFECT MY RIGHT TO PARTICIPATE IN THE SETTLEMENT?

If you were admitted to the Salem County Correctional Facility solely on non-indictable or other minor charges, as defined above, you can participate in the settlement regardless of how you resolved your charges, including if you pled guilty to those charges. This is provided that you were admitted to the Correctional Facility before being sentenced by a court. For most Class Members, this would mean that they were committed to the Salem County Correctional Facility after they were arraigned before a Judge. If you were sentenced before admission to the Correctional Facility (meaning you were committed after pleading guilty or being convicted at trial) you are not a Class Member.

XI. WHAT IF I WAS ADMITTED TO THE SALEM COUNTY CORRECTIONAL FACILITY ON MORE THAN ONE OCCASION DURING THE CLASS PERIOD? CAN I STILL PARTICIPATE IN THE SETTLEMENT?

Yes. Individuals who were admitted to the Salem 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 Salem 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],** 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 $640,000 (six hundred and forty thousand dollars) 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 Plaintiff, Dana Clark; and 4) pay attorneys' fees and expenses. 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 pro-rata share of $640,000, minus the costs of notice and administration, an incentive award for the named Plaintiff, attorneys' fees, and expenses. Class Counsel anticipates, based on claims rates from other settlements, that all individuals who make a claim on the settlement will receive between $350.00 and no more than $950.00 as a settlement payment. These amounts are dependent on how many claims are received by the Claims Administrator during the claims period, and are subject to change based the number of claims received. No amount is guaranteed.

In the event that the pro rata share of the settlement payouts would exceed $950.00 per person, then Defendants will receive the remaining funds.

HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

XV. 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]**. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than **[insert date**]. It is recommended that you send your Claim Form in by certified mail, return receipt requested or some form of overnight delivery that provides a record of delivery.

You may be asked for additional documents, and will be contacted in writing. You may want to send in your claim form by Certified Mail, Return Receipt Requested, to ensure that it is received by the Settlement Administrator.

XVI. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on **[insert date]** to decide whether to approve the settlement. If Judge Bumb 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.

XVII. 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 Salem 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 Salem County on your own about the legal issues in this case, then you must take steps to preserve these rights. This is called excluding yourself - or is sometimes referred to as "opting out" of the Settlement Class.

XVIII. 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 *Graff v. County of Salem*. 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 from GCG]**.

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) Salem County in the future.

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

No. Unless you exclude yourself, you give up the right to sue Salem County 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 action to continue your own lawsuit. Remember, the exclusion deadline is **[insert date].**

XX. 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 Salem County.

THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

XXI. DO I HAVE A LAWYER IN THIS CASE?

The Court approved Seth R. Lesser of Klafter Olsen & Lesser, LLP, White Plains, New York; Charles Laduca of Cuneo, Gilbert & LaDuca, Washington, District of Columbia; Elmer Robert Keach, III, of the Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York; and William Riback, Esquire, of William Riback, LLC, Haddonfield, New Jersey, 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.

XXII. HOW WILL THE LAWYERS AND THE CLASS REPRESENTATIVES BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses as a percentage of 30% of the $640,000 settlement, and a payment of $2,500 for Class Representative Dana Clark. The Settlement Agreement provides that thirty percent of the settlement fund will be paid to Class Counsel as an award of attorneys' fees, together with an award for the reimbursement of expenses, which will be in an amount no greater than $6,500. These amounts will be deducted from the settlement fund before payments are made to Class Members. 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.

XXIII. 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 *Graff v. County of Salem.* Be sure to include your name, address, telephone number, your signature, and the reasons why you object to this settlement. Mail the objection to the following three addresses postmarked no later than **[insert date].**

Clerk of the Court
U.S. District Court for the District of New Jersey
Mitchell H. Cohen United States Courthouse
1 John F. Gerry Plaza
Camden, New Jersey 08101

Class Counsel for Plaintiff:
Seth Lesser, Esquire
KLAFTER OLSEN & LESSER LLP
1311 Mamaroneck Avenue, Suite 220
White Plains, NY 10605

Counsel for Defendants:
Catherine Sakach, Esquire
WOLFBLOCK LLP
1940 Route 70 East, Suite 200
Cherry Hill, NJ 08003

XXIV. 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 legally 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.

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

On **[insert date]** the United States District Court for the District of Jersey will hold a fairness hearing in the U.S. District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Camden, NJ 08101, 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.

XXVI. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Bumb 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 required.

XXVII. 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 *Graff v. County of Salem*." 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 XXIII. You cannot speak at this hearing if you excluded yourself.

IF YOU DO NOTHING

XXVIII. 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 Salem County about the legal issues in this case, ever again. Unless you exclude yourself, you need to file a claim to receive a monetary payment under the settlement.

GETTING MORE INFORMATION

XXIX. 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**].

XXX. HOW DO I GET MORE INFORMATION?

You can call **[insert number],** write to the Settlement Administrator at **[insert address]**, or visit the website at www.salemcountystripsearch.com, 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.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DANA CLARK, et al.,	)	
	)	
Plaintiffs,	)	Case No. 07-cv-2259 (RMB)
	)	
v.	)	
	)	
COUNTY OF SALEM, et al.	)	
	)	
Defendants.	)	

[Proposed]
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND JUDGMENT

THIS CASE coming on for hearing before the Honorable Renee Marie Bumb, U.S.D.J. on __________, 2009, pursuant to this Court's Order of ____________, in order for this Court to conduct a final fairness hearing to determine, under Federal Rules of Civil Procedure 23(f) whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, and to address Class Counsel's application pursuant to Federal Rules of Civil Procedure 23(h) and 54(d)(2) for an award of attorney's fees and costs; and the Settlement Class Members being represented by Class Counsel and Defendants being represented by their attorney;

AND THE COURT having read and considered the Settlement Agreement, the Notice Plan, and Memoranda of Law submitted by Class Counsel, having received evidence at the hearing, having heard arguments from Class Counsel and the Defendants, and having considered the submissions by Class Members, now makes the following:

FINDINGS OF FACT

1. This action was commenced on May 14, 2007, as a class action.

2. Following upon commencement of the action, and in connection with initial disclosures and communications between counsel, the parties decided to determine if a settlement could be obtained to avoid the costs of litigating case and they entered into mediation before former Magistrate Judge Joel Rosen.

3. As a result of those settlement conferences, the parties have reached accord with respect to a Settlement that provides substantial benefits to Settlement Class Members, in return for a release and dismissal of the claims at issue in this case against the Defendants ("Settlement Agreement"). The resulting Settlement Agreement was preliminarily approved by the Court on _______________, 2009.

3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided Settlement Class Members notice of the proposed settlement. The Notice Plan provided an opportunity for Class Members to file objections to the Settlement, and an opportunity to opt-out of the Settlement.

4. As of the deadline for the filing of objections, ____________objections or opt-outs were filed. Given the size of this Settlement, and the Notice Plan described above, this Court finds that the number or lack of objections and opt-outs is indicative of the fairness, reasonableness and adequacy of the Settlement with the Defendants.

5. The settling parties have filed with the Court an affidavit from The Garden City Group declaring that the mailing of the Court-approved notice, consistent with the Notice

Plan, has been completed.

6. The Court finds that the published notice, mailed notice and Internet posting constitute the best practicable notice of the Fairness Hearing, proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Class Notice and Short Form Notice; and that such notice constituted valid, due and sufficient notice to all members of the Settlement Class, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.

7. Any persons who wished to be excluded from this action were provided an opportunity to "opt-out" pursuant to the Notice. [________ individuals, whose names and addresses are set forth on Attachment A opted out of the Settlement]

8. Settlement Class Members are bound by: the Settlement, Settlement Agreement, the terms of the releases contained within the Settlement Agreement, and the Final Order and Judgment. Settlement Class Members do not have a further opportunity to opt-out of this Action.

9. Any Class Member who did not timely file and serve an objection in writing to the Settlement Agreement, to the entry of Final Order and Judgment, or to Plaintiff's Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order Granting Preliminary Approval of Settlement, is deemed to have waived any such objection by appeal, collateral attack, or otherwise.

10. On the basis of all of the issues in this litigation, and the provisions of the Settlement Agreement, the Court is of the opinion that the Settlement is a fair, reasonable

and adequate compromise of the claims against the Defendants in this case, pursuant to Rule 23 of the Federal Rules of Civil Procedure. There are a number of factors which the Court has considered in affirming this Settlement, including:

a. The liability issues in this case have been vigorously contested.

b. This Settlement has the benefit of providing relief to Class Members now, without further litigation, under circumstances where the liability issues are still vigorously contested among the parties to this litigation and among the parties to the individual litigation. This Settlement provides Class Members with a substantial monetary benefit.

c. This Settlement is a byproduct of hard-fought litigation between the parties, and not a result of any collusion on the part of Class Counsel or Counsel for the Defendants.

d. Class Counsel, attorneys with significant experience in litigating these cases believes that in light of all the facts and circumstances the Settlement is fair, adequate and reasonable for the Class as a whole.

11. Class Counsel submitted to the Court and served on the Defendants their application for reasonable attorneys' fees, costs, and expenses consistent with the terms of the Settlement Agreement. This Court has considered Class Counsel's request and hereby grants the request.

12. The claims procedure established under the Settlement Agreement is fair, a simplified process, and workable. In any event, the Court will retain jurisdiction to work out any unanticipated problems.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

13. This Court has jurisdiction over the parties and the subject matter of this proceeding.

14. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the following Settlement Class is certified for purposes of final settlement:

> All persons who have been or will be placed into the custody of the Salem County Correctional Facility after being charged and arrested within the County of Salem for misdemeanors, violations, traffic infractions, failing to make payment on outstanding traffic violations, failing to make payment on outstanding fines or other minor offenses or violations and were strip searched absent any particularized suspicion that they possessed weapons or other contraband. The class period commences on May 14, 2005 and extends until December 30, 2008. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

15. The Court finds that, for the purpose of this Settlement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation. All the prerequisites for class certification under Rule 23 are present. The Class Members are ascertainable and too numerous to be joined. Questions of law and fact common to all Class members predominate over individual issues and should be determined in one proceeding with respect to all Class members. The Class Representative's claims are typical of those of the Class. The Class action mechanism is superior to alternative means for adjudicating and resolving this action.

16. The Settlement Class Representative, Dana B. Clark, is entitled to and is hereby awarded a payment of $2,500, in recognition of the efforts she undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are

entitled to receive their *pro rata* share of the settlement fund after administrative expenses, attorneys' fees and expenses, and incentive awards are deducted from the fund, in an amount not to exceed $950.00.

17. Class Counsel are qualified, experienced, and have aggressively litigated this case, thereby demonstrating their adequacy as counsel for the Settlement Class. Seth Lesser, Esquire, of Klafter Lesser & Olsen LLP, Haddonfield, New Jersey and White Plains, New York; Charles J. LaDuca, Esquire, of Cuneo Gilbert & LaDuca, LLP, Washington, DC; Elmer Robert Keach, III, of the Law Offices of Elmer Robert Keach, III, Amsterdam, New York; and William A. Riback of William Riback, LLC, are hereby appointed as Counsel for the Settlement Class pursuant to Federal Rules of Civil Procedure 23(a)(4) and (g).

18. The Court grants final approval of the Settlement Agreement, as being fair, reasonable and adequate, pursuant to Rule 23(f) of the Federal Rules of Civil Procedure and that distribution should proceed pursuant to the final form of the Plan of Distribution that has been submitted to the Court.

19. The Court finds that the request for attorneys' fees in the amount of $________ and reimbursement of costs of $________, made pursuant to Federal Rules of Civil Procedure 23(h) and 54(d)(2), is reasonable and is granted.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Motion for Final Approval of the Proposed Settlement is GRANTED.

2. The Settlement Class Representative, Dana Clark, is entitled to and is hereby awarded a payment of $2,500 in recognition of the efforts she undertook in connection

with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their *pro rata* share of the settlement fund after administrative expenses, attorneys' fees and expenses, and incentive awards are deducted from the fund.

3. The Class Counsel's application for attorneys' fees and expenses is granted.

4. This Action and all claims against the Defendants are hereby dismissed with prejudice, but the Court shall retain exclusive and continuing jurisdiction of the Action, all Parties, and Settlement Class Members, to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

5. All Class Members who have not timely filed an opt-out request **[**(and no such opt-outs were received)**]** are barred and enjoined from commencing and/or prosecuting any claim or action against the Defendants. Any Class Member who has not timely filed a request to exclude himself or herself **[**(and no such requests were received)] shall be enjoined from initiating and/or proceeding as a class action in any forum.

IT IS SO ORDERED.

Dated: ___________

____
The Honorable Renee Marie Bumb
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DANA CLARK, et al.,	)	
	)	
Plaintiffs,	)	Case No. 07-cv-2259 (RMB)
	)	
v.	)	
	)	
COUNTY OF SALEM, et al.	)	
	)	
Defendants.	)	

[PROPOSED]
ORDER PRELIMINARILY APPROVING SETTLEMENT

THIS MATTER having come before the Court on the Plaintiff's Motion for Preliminary Class Certification and Approval of the Settlement Agreement; and the parties having filed the Settlement Agreement dated December 30, 2008, as Exhibit A to the Motion for Conditional Certification and Approval of the Settlement Agreement in satisfaction of Rule 23(e) (2) of the Federal Rules of Civil Procedure; and the Court having reviewed and considered the terms and conditions of the proposed settlement as set forth in the Settlement Agreement; and the Court finding it has subject matter jurisdiction over this matter; and for good cause appearing 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 Plaintiff and Defendants:

IT IS HEREBY ORDERED AS FOLLOWS:

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. 34, for purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court conditionally certifies the following settlement class:

> All persons who have been or will be placed into the custody of the Salem County Correctional Facility after being charged and arrested within the County of Salem for misdemeanors, violations, traffic infractions, failing to make payment on outstanding traffic violations or child support, failing to make payment on outstanding fines or other minor offenses or violations and were strip searched absent any particularized suspicion that they possessed weapons or other contraband. The class period commences on May 14, 2005 and extends until December 30, 2008. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

4. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court conditionally finds that Plaintiff Dana Clark is an adequate class representative for the Settlement Class.

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court further finds that the following attorneys are designated as Class Counsel:

Seth Lesser, Esquire
Fran Rudich, Esquire
KLAFTER OLSEN & LESSER LLP
1311 Mamaroneck Avenue, Suite 220
White Plains, NY 10605

Charles LaDuca, Esquire
Alexandra Warren, Esquire
CUNEO GILBERT & LADUCA, LLP
507 C Street NE
Washington, DC 20002

Elmer R. Keach, III, Esquire
LAW OFFICES OF ELMER ROBERT KEACH, III, PC
1040 Riverfront Center
P.O. Box 70
Amsterdam, NY 12010

William Riback, Esquire
WILLIAM RIBACK, LLC
132 Haddon Avenue
Haddonfield, NJ 08033

6. 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 Section IV of the Settlement Agreement.

7. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the conditional certification of the Settlement Class shall be void, the Defendants shall have reserved all their rights to oppose any and all class certification motions, to contest the adequacy of Plaintiff as representative of any putative class, and to contest the adequacy of Class Counsel as adequate Class Counsel. Additionally, Plaintiff reserves all of her rights, including the right to continue with the litigation pending at the time of the settlement should the Settlement Agreement not be consummated.

8. Beginning no later than forty-five (45) days from the date of this Order Preliminarily Approving Settlement (the commencement of which shall constitute the "Notice Date"), 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 Section IV of the Settlement Agreement. Such Notice Program will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class Members will have forty-five (45) days from the Notice Date to opt out or to object, and ninety (90) days from the Notice Date to file claims. Ten days prior to the Final Approval Hearing, Plaintiff and/or the Claims Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

9. The notice to be provided as set forth in the Settlement Agreement as filed with the Court 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 Jersey 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.

10. Class Counsel are authorized to retain The Garden City Group as the Claims Administrator in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

11. 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.

12. 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

13. A hearing on final settlement approval (the "Final Approval Hearing") is hereby scheduled to be held before this Court on _______________, 2009, 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 judgment in this class action. Class Counsel's application for award of attorney's fees and costs shall be heard at the time of the Final Approval Hearing.

14. The date and time of the Final Approval Hearing shall be set forth in the Notice, but the Final Approval 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. Class Counsel will advise members of the settlement class of any scheduling issues by way of the settlement website.

15. 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.

16. 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 and Judgment approving the settlement, and Class Counsel's application for fees and expenses by serving a written objection.

17. 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 Final Approval Hearing, the objector must include with the objection a notice of the objector's intent to appear at the hearing.

18. Objections, along with any notices of intent to appear, must be filed no later than forty-five (45) 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 District of New Jersey
Mitchell H. Cohen United States Courthouse
1 John F. Gerry Plaza
Camden, New Jersey 08101

19. 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:

Seth Lesser, Esquire
Fran Rudich, Esquire
KLAFTER OLSEN & LESSER LLP
1311 Mamaroneck Avenue, Suite 220
White Plains, NY 10605

DEFENSE COUNSEL:

Catherine Sakach, Esquire
WOLFBLOCK LLP
1940 Route 70 East, Suite 200
Cherry Hill, NJ 08003

20. Only Class Members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member who does not timely file and serve an objection in writing to the Settlement, entry of Final Judgment, 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.

21. Persons wishing to be heard at the Final Approval Hearing are required to file written comments or objections and indicate in their written comments or objections their intention to appear at the Final Approval Hearing. Settlement Class members need not

appear at the hearing or take any other action to indicate their approval.

22. 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.

Other Provisions

23. Upon approval of the settlement provided for in this Settlement Agreement, each and every time period 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.

24. 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: ____________________ ____________________________________

The Honorable Renee Marie Bumb
United States District Judge.

COURT ORDERED LEGAL NOTICE

If You Were Admitted Into The Salem County Correctional Facility From May 14, 2005 To December 30, 2008 For a Non-Indictable Offense And Were Strip Searched Upon Arrival, you could get a payment from a class action settlement.

A $640,000 settlement has been proposed in a class action lawsuit about the strip search policies of the Salem County Correctional Facility (the "Jail"). If you meet the criteria explained below, you can share in this settlement.

The United States District Court for the District of New Jersey 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 (1) you were admitted into the Jail from May 14, 2005 through December 30, 2008, (2) you were charged solely with a non-indictable offense, disorderly persons offense, traffic violation, violation of probation or parole, or held on a civil matter, and (3) you were strip searched upon entry into the Correctional Facility without reasonable cause to believe that you were concealing a weapon or other contraband.

What's This About?

The lawsuit claims that Defendant Salem County and its Corrections Officers booking procedures constitute an unlawfully strip search of individuals admitted into the Jail without reasonable suspicion to believe the individuals were concealing contraband. The County of Salem has denied those claims. The Court did not decide which side was right, but both sides agreed to the settlement to ensure a resolution and to provide benefits to the people who were affected.

What Does the Settlement Provide?

Defendants agreed to pay a total of $640,000.00 to settle the case. That will pay for the claims of the Class Members, the administrative costs of the settlement, an incentive award to the named plaintiff, and the attorneys' fees and expenses. There are believed to be in excess of 3,500 Class Members. You can only make one claim, even if you were strip searched more than once.

Each Class Member who makes a claim will receive an equal share of the portion of the settlement fund allocated to pay claims to Class Members, which, after deducting the other costs set forth above, is estimated to be between $350 and $950.00. The maximum payment to each Class Member will be $950.00.

If any money is left over after each claimant has received their share of the settlement fund, the Defendants may receive some money back from the settlement fund.

How Do You Ask For A Payment?

A detailed Notice and Claim Form package contains everything you need. Just call 1-800-XXX-XXXX or visit the settlement website**, [INSERT],** to get one. To qualify for a payment, you must send in a Claim Form. **Claim forms are due by [insert date], 2009.**

What Are Your Other Options?

If you want to share in the settlement, all you need to do will be to obtain a Claim Form, as just explained, and return it according to its directions. 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] 2009.** If you exclude yourself, you can't get any benefits from this settlement, but you could bring a separate case against the defendants, if you want to. If you stay in the settlement, you may object to it by **[insert date] 2009.** 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 (*Graff v. County of Salem,* Case No 07-CV-2259) on ____________, 2009 at _____ a.m., to consider whether to approve the settlement and a request by the lawyers representing all Class Members (Klafter Olsen & Lesser LLP, Haddonfield, New Jersey and White Plains, New York; Cuneo, Gilbert & LaDuca, LLP, Washington, DC; William Riback, LLC, Haddonfield, New Jersey; The Law Offices of Elmer Robert Keach, III, PC, Amsterdam, NY) 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 **[INSERT]**, or write to Settlement, P.O Box X, City, State, 00000.