

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

NATHANIEL BRUCE, on behalf of
himself and on behalf of a class of
others similarly situated, *et al.*,

Plaintiffs,

v.

THE COUNTY OF RENSSELAER, *et. al.*,

Defendants.

No. 02-CV-0847 (TJM/DRH)

PAUL ADAM KAHLER, on behalf of
himself and on behalf of a class of
others similarly situated, *et al.*,

Plaintiffs,

v.

THE COUNTY OF RENSSELAER, *et. al.*,

Defendants.

No. 03-CV-1324 (TJM/DRH)

SETTLEMENT AGREEMENT

Plaintiffs, by and through their counsel, and Defendants, 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 Defendants.

WHEREAS, Plaintiffs Nathaniel Bruce, Mark La Belle, T'Shad Bradley, Natika Miller, Peter Rupp, Wayne Connie, Jeffrey Rockefeller, William Garrity, Harold Bonesteel, Charles Linen, and Paul Adam Kahler , filed the above-captioned class action lawsuits against Defendants, the County of Rensselaer, Daniel Keating, Larry Walraed, Robert Loveridge, Harold Smith, and Kathleen Jimino alleging that Defendants had violated Plaintiffs' Constitutional rights under color of state law by illegally strip searching them and others similarly situated upon entry into the Rensselaer County Jail.

WHEREAS, Plaintiffs further allege that, in violation of law and pursuant to the policy of Rensselaer County, all persons such as Plaintiffs and the members of the class they purport to represent, who enter Rensselaer County Jail charged with misdemeanors, violations of probation or parole, or other violations or minor crimes are strip searched even absent any particularized suspicion that they possess weapons or other contraband.

WHEREAS, Defendants have vigorously denied and continue to deny Plaintiffs' claims, and Defendants deny any wrongdoing or liability of any kind to Plaintiffs or to any members of the Settlement Class.

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.

WHEREAS, 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 Plaintiffs and all Settlement Class

Members relating to alleged conduct involved in this Litigation.

WHEREAS, Plaintiffs recognize the costs and risks of prosecution of this Litigation, and believe that it is in their interest, and the interest of all Settlement Class Members, to resolve this Litigation, and any and all claims against Defendants, as well as all current and former employees and elected officials of the County of Rensselaer.

WHEREAS, substantial settlement negotiations have taken place between the Parties, including a settlement conference with Stanley A. Bass, Esquire, Staff Counsel to the United States Court of Appeals for the Second Circuit, and a mediation conducted by the Honorable David R. Homer, United States Magistrate Judge of the United States District Court for the Northern District of New York, and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein.

WHEREAS, Plaintiffs' counsel believe that this Settlement Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate and in the best interest of Settlement Class Members.

WHEREAS, this Settlement Agreement is made and entered into by and among Defendants and Plaintiffs, Nathaniel Bruce, Mark La Belle, T'Shad Bradley, Natika Miller, Peter Rupp, Wayne Connie, Jeffrey Rockefeller, William Garrity, Harold Bonesteel, Charles Linen, and Paul Adam Kahler, individually and on behalf of a national class of similarly situated persons defined as:

All persons who were placed into the custody of the Rensselaer County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, violations of probation or parole, traffic infractions, or civil commitments and were strip searched upon their entry into the Jail.

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 the Proof of Claim and Release 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 60 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: The Law Offices of Elmer Robert Keach, III, Esquire; Beranbaum, Menken & Ben-Asher, LLP; and The Mason Law Firm, PLLC.

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

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

F. Court. “Court” shall mean the United States District Court for the Northern District of New York, The Honorable Thomas J. McAvoy presiding, or his duly appointed or designated successor.

G. Defendants. “Defendants” shall mean the County of Rensselaer, Daniel Keating, Larry Walraed, Robert Loveridge, Harold Smith, and Kathleen Jimino, and shall include all current and former employees and elected officials of the County of Rensselaer.

I. Defendants’ Counsel. “Defendants’ Counsel” shall mean Napierski, Vandenburg & Napierski, L.L.P. and King & Spalding, L.L.P.

J. Distribution Amount. “Distribution Amount” shall mean the amount available from the Settlement Fund after payment of the costs of notice and administration of the Settlement and attorneys’ fees and expenses.

K. Effective Date. “Effective Date” shall mean the date on which this Settlement and the Final Judgment (as defined below) have become “Final” in that all of the following conditions have been satisfied: (1) the Final Judgment has been entered; and (2) (a) if an appeal or review is not sought from the Final Judgment, the thirty-first day after of the entry of the Final Judgment, or (b) if an appeal or review is sought from the Final Judgment, the day after the Final Judgment is affirmed and the Final Judgment is no longer subject to judicial review or the day after the appeal or review is dismissed or denied and the Final Judgment is no longer subject to judicial review.

L. 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.

M. 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 lawsuits pending in the United States District Court for the Northern District of New York as No. 2-CV-0874 and No. 4-CV--1324.

P. Mediator. The “Mediator” shall mean The Honorable David R. Homer, United States Magistrate Judge of the United States District Court for the Northern District of New York.

Q. Misdemeanor. “Misdemeanor” shall mean conduct so defined in Section 10 of the New York Penal Law.

R. 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.

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

T. 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.

U. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Plaintiffs 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.

V. 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.

W. Opt-Out Notice. “Opt-Out Notice” or “Opt-Out” shall mean a Request for Exclusion.

X. Parties. “Parties” shall mean the Plaintiffs and Defendants.

Y. Plaintiffs. “Plaintiffs” shall mean Nathaniel Bruce, Mark La Belle, T’Shad Bradley, Natika Miller, Peter Rupp, Wayne Connie, Jeffrey Rockefeller, William Garrity, Harold Bonesteel, Charles Linen, and Paul Adam Kahler.

Z. 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.

AA. Putative Settlement Class Members. “Putative Settlement Class Members” shall mean all persons who are within the scope of the definition of the Settlement Class.

BB. Release. “Release” shall mean the release described in Section VII herein.

CC. 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.

DD. 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.

EE. Request for Exclusion. “Request for Exclusion” shall mean any request by any Putative Settlement Class Member for exclusion from the Settlement Class in compliance with Section V herein, i.e., to “opt out” of the Settlement Class.

FF. Settlement. “Settlement” or shall mean the agreement by the Plaintiffs and Defendants to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

GG. Settlement Administrator. “Settlement Administrator” shall mean the qualified party selected by the Plaintiffs and designated and approved by the Court in the Preliminary Approval Order to administer the Settlement, including implementing the Notice Program. Neither Plaintiffs nor any of the Defendants shall have any responsibility for any acts or omissions of the Settlement Administrator.

HH. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement, including any amendment hereto pursuant to Section X hereof, and all the exhibits attached hereto.

II. Settlement Amount. “Settlement Amount” shall mean the amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000) to be funded by the Defendants for the payment of all timely claims filed by Class Members, for payment of all costs of notice and administration

of the Settlement, for payment of incentive awards to the named Class Representatives, and for payment of attorneys' fees and expenses.

JJ. Settlement Class. "Settlement Class" shall mean:

All persons who were placed into the custody of the Rensselaer County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, violations of probation or parole, violations of probation or parole, traffic infractions, or civil commitments and were strip searched upon their entry into the Jail. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

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

LL. Settlement Fund. "Settlement Fund" shall mean a fund, governed by terms to be agreed to between Class Counsel and Defendants' Counsel which shall be utilized to administer the monetary requirements of the Settlement.

MM. Strip Search Policy. "Strip Search Policy" shall mean the written policy to govern the conduct of all strip searches by Defendants, their agents, and employees upon a person's entry into the Rensselaer County Jail.

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

OO. Violation. "Violation" shall mean conduct so defined in Section 10 of the New York Penal Law.

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 Settlement 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. Approve the Settlement Administrator; and

d. 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, 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 act in good faith, consistent with this Settlement Agreement, to cure any defect identified by the Court; provided, however, that in no event shall any Defendant be required to agree to any such cure that would materially increase the cost or burden of the Settlement Agreement to such Defendant.

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

A. Injunctive Relief

1. Defendants have submitted a new Strip Search Policy for review by Plaintiffs' counsel. In the event Defendants and class counsel are unable to agree on the terms of the Strip Search Policy, the parties will seek the immediate intervention of U.S. Magistrate Judge David R. Homer to mediate the dispute. Defendants will then submit the Strip Search Policy to the New York State Commissioner of Corrections for final approval and will implement the Policy as

approved.

2. The Rensselaer County Correctional Facility Employee Manual will include a copy of the Strip Search Policy.

3. A summary of the Strip Search Policy shall be posted conspicuously in the booking room and the training room and a copy of the full policy will be readily available to all corrections personnel.

4. Current and new corrections officers will be trained in the Strip Search Policy and when strip searches may and may not be performed. The training of current officers will be completed within 90 days after preliminary approval of the Strip Search Policy. Defendants will present Class Counsel with copies of all training materials.

5. Defendants will take reasonable steps to ensure that all corrections officers abide by the Strip Search Policy.

6. The Strip Search Policy shall provide, among other things, that all strip searches will be conducted in privacy (i.e., out of public view and only in the presence of corrections officers of the same sex of the detainee).

B. Settlement Fund

1. Defendants will fund the Settlement Fund, in the manner prescribed herein, in an amount not to exceed \$2,700,000.

2. Not later than ten (10) business days after entry of the Preliminary Approval Order, Defendants will pay into the Settlement Fund the amount of \$35,000 (the "Initial Contribution") to be used by the Settlement Administrator to cover the costs of Notice and

administration of the Settlement. If, at any time, whether by order of any court or because of any Defendant exercising any option to withdraw, the Settlement does not become final, then any unspent money remaining from the Initial Contribution shall be returned to the Defendants with no obligation on the part of Class Counsel to repay any portion of the money actually spent on Notice and administration of the Settlement.

3. Defendants' remaining monetary obligations, not to exceed \$2,665,000, will be deposited into the Settlement Fund within five days of the Effective date. The amount to be deposited at this time will be determined by adding the total of the filed claims that must be paid from the Distribution Amount, the total incentive awards approved by the Court, and the total attorneys' fees and expenses approved by the Court. Defendants shall not be responsible for any additional fees or expenses of any type.

C. Payments to Class Members

1. Each Class Member who submits a timely Claim Form will be entitled to receive a cash payment in the amount of \$1,000, provided the amount payable to Class Members does not exceed the Distribution Amount. If the amount payable to Class Members exceeds the Distribution Amount, then each individual payment to Class Members will be reduced pro rata.

2. No Class Member shall be entitled to more than one payment of \$1,000 or his pro-rata share of the Distribution Amount regardless of the number of times he or she has been booked and/or strip searched.

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

4. Defendants represent and will provide assurance that the Rensselaer County Department of Social Services will waive any liens on any Class member's or Class Representative's share of the Settlement Fund.

D. Attorneys Fees and Expenses

1. Class Counsel will petition the Court for the award of attorneys' fees and expenses in the amount of \$580,000, all of which shall be paid out of the Settlement Fund. Pursuant to the recommendation of the Mediator, Defendants have agreed not to oppose Class Counsel's application for said award of fees and expenses. The award shall be divided by and among Class Counsel and Class Counsel represent that no one else has any claim to or lien on such award. Class Counsel shall not seek recovery of any additional fees or expenses that they might incur subsequent to the award by the Court and any claim by anyone to the award shall be resolved by the Court, but in no event shall the resolution of the claim result in any additional payment by the Defendants.

E. Confirmatory Discovery

1. Defendants will cooperate in reasonable written confirmatory discovery to determine class size and class members' names and addresses.

F. Defendants' Option to Withdraw

1. If Defendants determine in their sole discretion that Requests for Exclusion have been filed by a material portion of the potential Class, Defendants shall have the right to terminate this agreement. Such option shall be exercised, if at all, within three (3) business days of the day the list of Opt-Outs have been forwarded to the Defendants by the Settlement

Administrator in accordance with Section V herein.

IV. NOTIFICATION TO CLASS MEMBERS

A. Responsibilities of the Settlement 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 Notice; and (iv) otherwise administering the Notice Program. The Notice Program shall comply with all requirements of applicable law.

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 the Albany Times Union, the Troy Record, and the Schenectady Daily Gazette on at least one day per week for four consecutive weeks commencing on the Notice date.
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, through a dedicated internet website, and through a toll-free telephone number to be established by the Settlement Administrator.
3. There will be no notice broadcast either by radio or television.
4. Defendants will cooperate in Notice Program by providing in electronic form, to the extent possible, the last known addresses of each person believed to fall within the Class

Definition, together with any other information (e.g. Social Security Numbers, Dates of Birth) that is in the Defendants' possession and that a third party administrator may need to facilitate proper notice. Paper lists will also be provided for any Class Member whose last known address is not available in electronic form.

5. If, after the initial mailing, the Notice is returned as undeliverable, the Claims Administrator will attempt to locate the Class Member by way of a national locator database or service and, if another address is found, remail the Notice to that new address. The parties agree that this process, when completed and coupled with the publication, above, shall be deemed to be fair and reasonable Notice to the Class Members.

6. 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 to Settlement Class Members.

7. 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 Settlement Class Members and/or specific Settlement Class Members that is provided to it by Defendants, Class Counsel, or by individual Settlement Class Members or individual Settlement Class Members, shall all be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

8. Within three (3) days after the end of the Claims Period, the Settlement Administrator shall provide to counsel for the parties a list of all Claims made and copies of the

returned Claims Forms, which list and forms shall be confidential and not disclosed by either party.

V. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. The provisions of this paragraph shall apply to any Request for Exclusion. Any Settlement 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 Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to this Settlement.

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

C. 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, which list, along with the underlying exclusion requests, shall be confidential and shall not be disclosed by either party.

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 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.

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, successor and assigns, officers, agents, representatives, and employees are released from any and all claims or causes of action of any type that were, could have been, or should have been asserted by the named Plaintiffs or any member of the Settlement Class who did not file a proper and timely request for exclusion 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 Settlement 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 Settlement 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) Settlement 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.

E. Tolling of Statute of Limitations. Defendants agree that, with respect to any claims asserted in the Litigation that are subsequently asserted by any member of the Settlement Class who has properly opted out of the Settlement, Defendants shall not assert that any statute of limitations, repose, or laches defense expired during the period June 26, 2002, through the date one year following the date of the preliminary approval order. Further, in the event that the Court does not approve this Settlement Agreement, or the Court's approval of this Settlement Agreement is terminated pursuant to the provisions of this Settlement Agreement, Defendants agree that, with respect to any claims asserted in the Litigation that are subsequently asserted or maintained in any existing or subsequently filed class action lawsuit, by any member of the Settlement Class, Defendants shall not assert any statute of limitations, repose or laches defense that is premised upon the time period of June 26, 2002, through and including the date of the last of the following events to occur: the entry of the Court's order disapproving this Settlement Agreement, the appellate court's decision reversing the Court's order approving this Settlement Agreement, or the termination of this Settlement Agreement.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVES

A. Given the efforts of the named Plaintiffs on behalf of the Settlement Class, Defendants will not oppose total awards by the Court to the Class Representatives as follows:

1. Subject to the Court's approval, Class Representative Nathaniel Bruce will be awarded \$12,000 from the Settlement Amount, such amount to be paid before distributions to

the general Class. It is agreed between the parties that Mr. Bruce provided substantial assistance to Class Counsel in their prosecution of this action, and that Mr. Bruce, as lead plaintiff in these actions, was subject to considerable public scrutiny as a result of the filing of his action.

2. Subject to the Court's approval, the ten remaining Class Representatives will be awarded \$6,000 each from the Settlement Amount, such amount to be paid before distributions to the general Class.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, 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 Plaintiffs 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 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 and each of them deny any liability to Plaintiffs and to all Members of the Settlement 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.

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 York, 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 Plaintiffs 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:

Thomas O'Connor, Esquire
Napierski, Vandenburg & Napierski, LLP
296 Washington Avenue Ext.
Albany, New York 12203

and

Dwight Davis, Esquire
King & Spalding, LLP
1185 Avenue of the Americas
New York, New York 10036-4003

If to Class Counsel or Plaintiffs to: Elmer Robert Keach, III, Esquire
One Steuben Place
Albany, New York 12207

N. Dispute Resolution

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

By: Thomas J. O'Connor
Thomas O'Connor, Esquire
Napierski, Vandenburg & Napierski, LLP
296 Washington Avenue Ext.
Albany, New York 12203

Date: 3/11/04

Dwight Davis, Esquire
King & Spalding, LLP
1185 Avenue of the Americas
New York, New York 10036-4003

ATTORNEYS FOR DEFENDANTS

By: Elmer Robert Keach, III
Elmer Robert Keach, III, Esquire
The Law Offices of Elmer Robert Keach, III
One Steuben Place
Albany, New York 12207

Date: 3/10/04

Bruce E. Menken, Esquire
Jason J. Rozger, Esquire
Beranbaum, Menken & Be-Asher, LLP
Three New York Plaza
New York, New York 10004

Gary E. Mason, Esquire
Charles A. Schneider, Esquire
The Mason Law Firm, PLLC
1225 19th Street N.W.
Washington, D.C. 20036

ATTORNEYS FOR PLAINTIFFS

EXHIBIT A

CLAIM FORM

PROOF OF CLAIM AND RELEASE

**Please read these instructions and
claim form carefully.**

**You must fill out and send in the attached
claim form, postmarked by [insert date]
to share in the settlement money.**

I. GENERAL INSTRUCTIONS

A. To get money from the Settlement Fund in this Litigation, members of the Settlement Class must fill out the Proof of Claim and Release Form. The form is attached at the end of these instructions. The completed and signed Proof of Claim and Release Form ***must be postmarked by [insert date]***. **If you fail to send it in on time, it may be rejected and you will not get any money.**

B. If you have any questions about how the Settlement Fund will be divided up, you should write or call the Settlement Administrator. Their address and phone number are at the end of these instructions.

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

D. If you have asked to be excluded, do **not** submit a Proof of Claim and Release Form.

II. DEFINITIONS

A. "Settlement Class" are the people in the United States who satisfy ALL the following four conditions:

- you were held in the Rensselaer County Jail, and
- you were charged with a
 - ✓ misdemeanor, or
 - ✓ a violation, or
 - ✓ a parole violation, or
 - ✓ a probation violation, or
 - ✓ were held on a Family Court warrant, or
 - ✓ were held on a civil court warrant, and
- you were strip-searched at the jail, and
- you were searched during the period from June 26, 1999 through July 1, 2002.

B. “Defendants” refer to the County of Rensselaer, the Rensselaer County Sheriff, and employees of the Rensselaer County Sheriff’s Department.

C. “Litigation” refers to the following two cases that were filed in the United States District Court for the Northern District of New York: *Bruce v. The County of Rensselaer*, No. 02-CV-0847 and *Kahler v. The County of Rensselaer*, No. 03-CV-1324.

III. CLAIM FORM INSTRUCTIONS

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

B. By signing this form you are confirming the information you have given is correct. You also agree to give more information to Plaintiffs’ Co-Lead Counsel or the Settlement Administrator to support your claim. They may ask you to do this in the future.

C. By signing this form you confirm that you have not filed a claim or a lawsuit about being strip searched at the jail. And you did not ask anyone else to file one for you and you don’t know of anyone who might have filed one for you.

D. **Please read the instructions carefully. You may be asked to send other documents with this Proof of Claim and Release Form.** 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.

E. If you want money from the Settlement Fund you must fill out Part 1 of the Claim Form and the additional Parts of the Claim Form that apply to you.

F. A claim form will considered to have been “submitted” to the Settlement Administrator if it is mailed in a first-class envelope that is postmarked by the due date. In all other cases, the 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 form. If you want to make sure the Settlement Administrator got your form, you should send it by certified mail, return receipt requested. It will take some time to process all the forms and send out the checks. This work will be done as fast as possible, but each claim must be checked for accuracy and recorded.

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

H. The claim form on the next page must be filled out and signed if you want to get money from the Settlement Fund. You should use the enclosed envelope and send it to the address shown below. You can use your own envelope as long as it is correctly addressed and stamped. The envelope must be postmarked by [Insert Date], 2004, for your claim to be considered.

Settlement Administrator
[insert address + 800 number]

IV. CLAIM FORM

Bruce v. The County Of Rensselaer
Kahler v. The County Of Rensselaer

PART 1: IDENTIFICATION

Name: _____

Street Address: _____

City: _____, State: _____ Zip Code: _____

Date of Birth: _____

Date of Arrest, if known (Please indicate if the date you give is an estimate.):

Reason for Arrest, if known (for example: 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.]

Social Security Number: ____ - ____ - ____
(If you fail to include this information, your claim may not be paid.)

Telephone: () _____ (day), () _____ (evening)

Person to contact if there are questions about this claim:

SUBMISSION TO JURISDICTION OF THE COURT

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

VERIFICATION

I declare under penalty of perjury under the laws of the United States that the information I gave on this form is correct. I also declare I was strip searched when I went into the Rensselaer County Jail.

I filled out and signed this Proof of Claim and Release form on _____, 2004, in _____.
(City, State)

(Sign your name)

(Type or print your name)

EXHIBIT B

LONG FORM CLASS NOTICE

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

**If You Entered The Rensselaer County Jail From June 26,
1999 Until July 1, 2002 And Were Subject To A Strip
Search, Then Your Rights Could Be Affected By A Proposed
Class Action Settlement.**

Read This Notice Carefully

A Federal Court Authorized This Notice. It Is Not From A Lawyer. You Are Not Being Sued.

- This is a proposed settlement of a class action alleging that corrections officers and others employed at the Rensselaer County Jail engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses upon their entry into the Rensselaer County Jail from June 26, 1999 until July 1, 2002. The proposed settlement does not include individuals that were charged with felony offenses at the time of their admission to the Rensselaer County Jail.
- The primary benefit of the settlement to class members is the payment of \$1,000.00 to each member of class provided the funds allotted for the settlement are not exhausted. If the number of claims at \$1,000.00 per person exhausts the money available for such purposes from the Settlement Fund, then every class member will receive their *pro rata* share of the fund.
- The settlement requires the defendants to: (1) establish a Settlement Fund in an amount not to exceed \$2,700,000 to pay all costs, expenses and payments to class members; (2) agree to a court order that prohibits Rensselaer County from conducting strip searches on new detainees brought to the Rensselaer County Jail on misdemeanor or minor criminal charges absent reasonable suspicion that they are hiding contraband on their persons; (3) pay, on behalf of the class, plaintiffs' attorneys' fees and litigation costs in an amount to be determined by the Court; (4) pay incentive awards to the class representatives; and (5) pay all of the costs of notifying the class about, and administering all aspects of, this settlement, including distributing payment to members of the class.
- Visit the Settlement website at www.rensselaercountyjailsettlement.com for additional details about the settlement. You may also get additional information by calling 1-800-, or by writing to:

Rensselaer County Jail Civil Rights Class Action Administrator
P. O. Box _____

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 for by _____ to be included in the settlement.
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 ever to bring or be part of any other lawsuit against the defendants in this case about the same legal claims as are advanced in this case. You must exclude yourself from the Settlement by _____.
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 file an objection by _____.
Go to a Hearing	You may ask to speak in Court about the fairness of the settlement or the request for fees and costs.
Do Nothing	You get <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 has to decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval to the Settlement and after any appeals are resolved.

BASIC INFORMATION

I. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have entered the Rensselaer County Jail on misdemeanor or

other minor charges from June 26, 1999 until July 1, 2002 and been subject to a strip search.

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

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

The Court in charge of this case is the United States District Court for the Northern District of New York, United States Senior District Court Judge Thomas J. McAvoy presiding, and the cases involved are known as *Bruce v. County of Rensselaer*, Case No. 02-CV-0847 and *Kahler v. County of Rensselaer*, Case No. 03-CV-1324. The people who sued are called Plaintiffs, and the municipality and municipal officials they sued, the County of Rensselaer, its Correctional employees and elected officials, are called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claimed that the County of Rensselaer illegally strip searched individuals admitted to the Rensselaer County Jail who were charged with only misdemeanors and other minor crimes, in violation of the unreasonable search provisions contained in the United States Constitution. Defendants deny they did anything wrong, and further claim that the bulk of 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 Class Representatives (in this case Nathaniel Bruce, Mark LaBelle, T'Shad Bradley, Natika Miller, William Garrity, Charles Linen, Wayne Conine, Harold Bonesteel, Jeffrey Rockefeller, Peter Rupp and Paul Kahler), sue on behalf of all people who have similar claims. All these people are a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States Senior District Judge Thomas McAvoy is in charge of this class action.

IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs 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 Representatives and their attorneys think the settlement is best for everyone who was alleged to have been illegally searched.

WHO IS IN THE SETTLEMENT?

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

Judge McAvoy decided that everyone who fits this description is a Class Member: All persons who were placed into the custody of the Rensselaer County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, traffic violations, violations of probation or parole or civil commitments and were strip searched upon their entry into the Jail. 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 felony offenses at the time of their entry into the Rensselaer County Jail.

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

No, you do not need to prove you were subjected to such a search. In filling out the claim form, you will affirm, under penalty of perjury, that you were strip searched, and Defendants will accept this affirmation. Provided that your name is detailed in booking records maintained by Rensselaer County, your affirmation will entitle you to payment. If your name is not contained in Rensselaer County's records, you may be asked to provide additional documentation before being allowed to participate in the settlement.

A strip search occurred when you were ordered to take off some or all of your clothes by a Rensselaer County employee, with that employee watching you undress or forcing you to undress out in the open. Some members of the class may also have been forced to bend at the waist or manipulate body parts to allow for a visual inspection. The bulk of Rensselaer County's searches occurred in the shower area of the booking room behind a "half wall." If you were searched in this matter when first booked into the facility, you are a member of the class and entitled to make a claim. You will need to provide an affirmation on the claim form.

VII. I WAS STRIP-SEARCHED AFTER RECEIVING A VISIT AND ALSO WHEN RETURNING FROM COURT WHEN I WAS IN THE RENSSELAER COUNTY JAIL. DOES THIS MEAN I CAN ALSO MAKE A CLAIM?

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

VIII. HOW DO I KNOW WHETHER THE CRIME FOR WHICH I WAS CHARGED UPON ADMISSION TO THE RENSSELAER COUNTY JAIL QUALIFIES ME FOR INCLUSION IN THE CLASS?

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

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

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

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

IX. I WAS ADMITTED TO THE RENSSELAER COUNTY JAIL BUT CANNOT REMEMBER WHAT MY CRIMINAL CHARGES WERE. HOW CAN I FIND THIS OUT, AND HOW DO I KNOW IF THE CHARGE WAS A MISDEMEANOR OR VIOLATION?

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

If you need additional help in determining whether you are a class member, or if you have other questions, you can contact the settlement administrator at 1-800-_____, as they may be able to help you directly or have class counsel call you to answer your questions.

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

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

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

XI. WHAT IF I WAS ADMITTED TO THE RENSSELAER COUNTY JAIL ON MORE THAN ONE OCCASION? CAN I STILL PARTICIPATE IN THE SETTLEMENT?

Yes. Individuals who were admitted to the Rensselaer County Jail on more than one occasion during the class period are 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 admitted to the RCJ more than one time.

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

If you are still not sure whether you are included, you can ask for help. You can call 1-800- and the settlement administrator or class counsel may help answer your questions. For more information, you can also visit the website, www.rensselaercountyjailsettlement.com. Or you can fill out and return the claim form described on page ___, in question ___, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

XIII. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to provide a settlement fund amount of \$2.7 million to compensate Class Members who have been illegally strip searched, and have agreed to alter their search policies for new detainees to the Rensselaer County Jail. Defendants have also agreed to pay for attorneys' fees and expenses, up to a maximum of \$580,000, and provide incentive awards for the eleven class representatives up to a maximum amount of \$72,000. Defendants have also agreed to pay all the expenses of notifying the class about, and administering all aspects of, this Settlement, and delivering payments to class members. Attorneys' fees, administration costs and incentive awards are taken out of the settlement fund amount. A complete description of the settlement is provided in the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release by visiting www.rensselaercountyjailsettlement.com, or by calling 1-800-.

XIV. WHAT CAN I GET FROM THE SETTLEMENT?

The settlement provides that all class members who make claims will receive a payment of up to \$1,000.00, depending on the number of valid claims that are made.

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

XV. WHAT IF I WAS STRIP-SEARCHED AFTER JULY 1, 2002?

If you were strip searched after July 1, 2002, you are not a member of this class action and are not entitled to a settlement payment. You are not bound by this settlement for those claims. This means you can pursue your claims separately from this settlement with your own lawyer.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

XVI. HOW CAN I GET A PAYMENT?

To qualify for 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 www.rensselaercountyjailsettlement.com. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than _____, 2004.

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

XVII. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on _____, 2004 to decide whether to approve the settlement. If Judge McAvoy approves the settlement after that, there may be appeals. You will only receive payment after these appeals are completed. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement. Please be patient.

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

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Rensselaer County, its employees, or its elected officials about the legal issues in *this* case. It also means that all of 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 related to your 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 Rensselaer County, on your own, about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

XIX. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Bruce v. County of Rensselaer* and *Kahler v. County of Rensselaer*. Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than _____, 2004, to:

Rensselaer County Jail Exclusions

You can't exclude yourself on the phone or by e-mail. 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) Rensselaer County in the future.

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

No. Unless you exclude yourself, you give up the right to sue Rensselaer County for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue on your own lawsuit. Remember, the exclusion deadline is _____, 2004.

XXI. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS 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 Rensselaer County.

THE LAWYERS REPRESENTING YOU

XXII. DO I HAVE A LAWYER IN THIS CASE?

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

XXIII. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$580,000.00, a payment of up to \$12,000 for Class Representative Nathaniel Bruce, who both Class Counsel and Defendants agree has provided Class Counsel with substantial assistance in the prosecution of this action and was subject to significant public scrutiny as the lead plaintiff, and payments of up to \$6,000 per individual (up to \$60,000 total) to each of the ten remaining class representatives. The Court may award less than these amounts. These amounts will be deducted from the settlement fund before payments are made to Class Members. Rensselaer County has agreed not to oppose these fees and expenses. The costs of administering the settlement will also be deducted from the settlement fund. The parties have allocated \$35,000 from the settlement fund for administration costs.

The Defendants have agreed that up to \$2,013,000.00 from the settlement fund is guaranteed to satisfy claims of Class Members.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons 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 *Bruce v. County of*

Rensselaer and Kahler v. County of Rensselaer. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to these three different places postmarked no later than _____, 2004.

COURT

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

CLASS COUNSEL

Elmer Robert Keach, III, Esquire
One Steuben Place
Albany, NY 12207

DEFENSE COUNSEL

Thomas O'Connor, Esquire
Napierski, VanDenburgh & Napierski
296 Washington Avenue Extension
Albany, NY 12203

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at 10:00 AM on _____, _____, 2004 at the James T. Foley U.S. Courthouse, 445 Broadway, Albany, NY 12207 in Courtroom _____. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge McAvoy will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

XXVII. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge McAvoy may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will

consider it. You may also pay your own lawyer to attend, but it is not necessary.

XXVIII. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Bruce v. County of Rensselaer* and *Kahler v. County of Rensselaer*." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than _____, 2004, and be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the three addresses on page 10, in question XXIV. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

XXIX. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from this 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 Rensselaer County about the legal issues in this case, ever again.

GETTING MORE INFORMATION

XXX. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Elmer Robert Keach, III, Esquire, One Steuben Place, Albany, NY 12207, or by visiting www.rensselaercountyjailsettlement.com.

XXXI. HOW DO I GET MORE INFORMATION?

You can call 1-800- toll free, write to Rensselaer County Jail Civil Rights Class Action Administrator, _____, or visit the website at www.rensselaercountyjailsettlement.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.

2004

Dated: _____,

EXHIBIT C

FINAL JUDGMENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

NATHANIEL BRUCE, *et. al.*, both
individually and on behalf of a class of
others similarly situated,

Plaintiffs,

v.

THE COUNTY OF RENSSELAER, *et. al.*,

Defendants.

Index No. 02-CV-0847
(TJM/DRH)

PAUL KAHLER, both individually
and on behalf of a class of others
similarly situated,

Plaintiffs,

v.

THE COUNTY OF RENSSELAER, *et. al.*,

Defendants.

Index No. 03-CV-1324
(TJM/DRH)

**[PROPOSED] ORDER FOR FINAL APPROVAL OF
SETTLEMENT; AND JUDGMENT, FINAL ORDER AND DECREE**

THIS CAUSE coming on for hearing before the undersigned Judge on
_____, 2004 pursuant to this Court's Preliminary Approval Order of
_____, in order for this Court to conduct a final Fairness Hearing to determine whether
the proposed Settlement with Defendants the County of Rensselaer, Daniel Keating, Larry Walraed,
Robert Loveridge, Harold Smith, and Kathleen Jimino (hereafter "Defendants") is fair, reasonable

and adequate, and the Settlement Class Members being represented by Class Counsel and Defendants being represented by its attorneys;

AND THE COURT having read and considered the Settlement Agreement, including the Notice Program described therein, and Memoranda 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, and being further advised in the premises, now makes the following Order:

FINDINGS OF FACT¹

1. These actions were commenced on June 26, 2002 and October 31, 2003, as class actions.
2. After intensive litigation between the parties in these related actions, and several months of intensive, arm's-length negotiations between Class Counsel and Defendants, 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 _____.
3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Program and Class Notice, which provided members of the Settlement Class notice of this proposed settlement with Defendants. The Notice Program provided an opportunity for class members to file objections to the Settlement.
4. The settling Parties have filed with the Court a declaration from Kinsella/Novak Communications, Ltd., declaring that the mailing of the Court-approved Notice, consistent with the

¹ Capitalized terms used in this Order have the meaning assigned to them in the Settlement Agreement, Order of Preliminary Approval of Settlement, Notice of Proposed Settlement of Class Action and this Order.

Notice Program, has been completed.

5. The Court finds that the published, direct notice and Internet posting constitute the best practicable notice of the Fairness Hearing, the proposed Settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Class Notice and the Summary 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 York and any other applicable law.

6. Any persons who wished to be excluded from this Settlement were provided an opportunity to "opt out" pursuant to the Notice. All persons who have validly excluded themselves from this Action have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or the final judgment herein.

7. Settlement Class Members are bound by the Settlement, the Settlement Agreement and releases contained therein, and the Final Order and Judgment, and do not have any further opportunity to opt-out of the Action.

8. 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 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.

9. 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. The Court notes that for settlement purposes, this Settlement has the benefit of providing relief to members of the class now, without further litigation, under circumstances where the liability issues are still vigorously contested among the parties to this litigation. This Settlement provides Settlement Class Members with a substantial benefit, which might not have been available were this litigation to continue.

c. This Settlement is clearly 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.

10. 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.

11. 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 FINDINGS:

CONCLUSIONS OF LAW

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

13. 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 were placed into the custody of the Rensselaer

County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, violations of probation or parole, traffic infractions, or civil commitments and were strip searched upon their entry into the Jail. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

14. 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 Representatives' claims are typical of those of the Class. The class action mechanism is superior to alternative means for adjudicating and resolving this action.

15. Settlement Class Representatives are entitled to and are hereby awarded a payment of \$72,000, over and above their respective proceeds under the Settlement Agreement and as set forth in the Settlement Agreement, in recognition of the efforts they have undertaken and the risk they have incurred in connection with this Action.

16. The Court grants final approval of the Settlement Agreement, including the distribution of the proceeds of the settlement, as being fair, reasonable and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

17. The Courts finds that the request for attorneys' fees is reasonable.

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

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

19. Settlement Class Representatives are entitled to and are hereby awarded an additional payment of \$72,000 over and above their claims for damages, in accordance with the Settlement Agreement, in recognition of the efforts they have undertaken and the risk they incurred in connection with this Action.

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

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

22. All Class members who have not timely filed a Request For Exclusion are barred and enjoined from commencing and/or prosecuting any settled claim or action against the Defendants. Any Class member who has not timely filed a Request For Exclusion is enjoined from initiating any action, or continuing to prosecute any filed action, in any forum.

This the ____ day of _____, 2004.

The Honorable Thomas J. McAvoy
United States District Court

EXHIBIT D

PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

<hr/>		:
NATHANIEL BRUCE, <i>et. al.</i> , both	:	:
individually and on behalf of a class of	:	:
others similarly situated,	:	:
	:	:
Plaintiffs,	:	:
v.	:	Index No. 02-CV-0847
	:	(TJM/DRH)
THE COUNTY OF RENSSELAER, <i>et. al.</i> ,	:	:
	:	:
Defendants.	:	:
<hr/>		:
PAUL KAHLER, both individually	:	:
and on behalf of a class of others	:	:
similarly situated,	:	:
	:	:
Plaintiffs,	:	:
	:	:
v.	:	Index No. 03-CV-1324
	:	(TJM/DRH)
THE COUNTY OF RENSSELAER, <i>et. al.</i> ,	:	:
	:	:
Defendants.	:	:
<hr/>		:

[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF SETTLEMENT

WHEREAS, THE COUNTY OF RENSSELAER, MEMBERS OF ITS SHERIFF'S DEPARTMENT AND KATHLEEN JIMINO, the Duly Elected County Executive of the County of Rensselaer (Defendants) and Plaintiffs have entered into a Settlement Agreement intended to resolve the litigation pending in this Court;

WHEREAS, the Settlement Agreement, together with supporting materials, sets forth the terms and conditions for a proposed settlement and dismissal of prejudice of these actions against the Defendants;

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

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

IT IS HEREBY ORDERED AS FOLLOWS:

Preliminary Approval of Settlement and Conditional Certification of the Settlement Class

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

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

All persons who were placed into the custody of the Rensselaer County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, violations of probation or parole, traffic infractions and/or civil court commitments and were strip searched upon their entry into the Jail. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

4. The Court further conditionally finds that the Plaintiffs are adequate class representatives for the Settlement Class.

5. The Court further finds that Plaintiffs' Counsel are adequate Class Counsel.

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 Paragraph IV of the Settlement Agreement.

7. If the Settlement Agreement is terminated or is 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 Plaintiffs as representatives of any putative class, and to contest the adequacy of Class Counsel as adequate Class Counsel. Additionally, Plaintiffs have reserved all of their rights, including their right to continue with any appeals pending at the time of the settlement.

Notice to Settlement Class Members and Appointment of Settlement Administrator

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

Elmer Robert Keach, III
One Steuben Place
Albany, NY 12207
Telephone: 518.434.1718
Facsimile: 877.471.3092

Bruce Menken
Jason J. Rozger
BERENBAUM MENKEN & BEN-ASHER, LLP
Three New York Plaza
New York, NY 10004
Telephone: 212.509.1616

Facsimile: 212.509.8088

Gary E. Mason
Charles Schneider
THE MASON LAW FIRM, PLLC
1225 19th Street, NW
Suite 600
Washington, DC 20036
Telephone: 202.429.2290
Telecopier: 202.429.2294

9. Beginning no later than May 1, 2004, Class Counsel shall cause to be disseminated the notices, substantially in the form attached as Exhibits A and B hereto, in the manner set forth in Paragraph IV of the Settlement Agreement. Such Summary Notice will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class members will have Sixty days (60) from the Notice Date to opt out and Ninety days (90) from the Notice Date to file claims. Prior to the Fairness Hearing, Plaintiffs and/or the Claims Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

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

13. Class Counsel are authorized to retain Rust Consulting, Inc., 117 Central Avenue North, Suite 200, Fairbault, Minnesota 550212, as a Claims Administrator in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

14. 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.

15. 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, including but not limited to the releases, waivers and covenants described in 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 created pursuant to the Settlement Agreement.

The Fairness Hearing

16. A hearing on final settlement approval (the “Fairness Hearing”) is hereby scheduled to be held before this Court on no later than one hundred fifteen (115) days from the Notice Date, to consider the fairness, reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of these Class Actions with respect to

the Released Parties that are Defendants therein, and the entry of final judgment in the Class Action. Class Counsel's application for award of attorneys' fees and costs shall be heard at the time of the fairness hearing.

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

18. 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.

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

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

21. Objections, along with any notices of intent to appear, must be filed no later than 60 days from the Notice Date. If Counsel is appearing on behalf of more than

one Class member, counsel must identify each such Class member and each Class member must have complied with the requirements of this Order. These documents must be filed with the Clerk of the Court at the following address:

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

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

Elmer Robert Keach, III, Esquire
One Steuben Place
Albany, NY 12207

Thomas O'Connor, Esquire
Napierski, VanDenburgh & Napierski
296 Washington Avenue Extension
Albany, NY 12203

23. Only Class members who have filed and served valid and timely notices of objection shall be entitled to be heard at the Fairness Hearing. Any Class member who does not timely file and serve an objection in writing to the Settlement, entry of Final Order and 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 the Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

24. Persons wishing to be heard at the Fairness Hearing are required to file written comments or objections and indicate in their written comments or objections their

intention to appear at the Fairness Hearing. Settlement Class members need not appear at the hearing or take any other action to indicate their approval.

25. 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 until such time as the Court renders a final decision regarding approval of the settlement and, if the settlement is approved, enters final judgment as provided in the Settlement Agreement.

Other Provisions

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

27. 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 Thomas J. McAvoy
Senior United States District Judge

Exhibit A – Long Form Notice

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

**If You Entered The Rensselaer County Jail From June 26,
1999 Until July 1, 2002 And Were Subject To A Strip
Search, Then Your Rights Could Be Affected By A Proposed
Class Action Settlement.**

Read This Notice Carefully

A Federal Court Authorized This Notice. It Is Not From A Lawyer. You Are Not Being Sued.

- This is a proposed settlement of a class action alleging that corrections officers and others employed at the Rensselaer County Jail engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses upon their entry into the Rensselaer County Jail from June 26, 1999 until July 1, 2002. The proposed settlement does not include individuals that were charged with felony offenses at the time of their admission to the Rensselaer County Jail.
- The primary benefit of the settlement to class members is the payment of \$1,000.00 to each member of class provided the funds allotted for the settlement are not exhausted. If the number of claims at \$1,000.00 per person exhausts the money available for such purposes from the Settlement Fund, then every class member will receive their *pro rata* share of the fund.
- The settlement requires the defendants to: (1) establish a Settlement Fund in an amount not to exceed \$2,700,000 to pay all costs, expenses and payments to class members; (2) agree to a court order that prohibits Rensselaer County from conducting strip searches on new detainees brought to the Rensselaer County Jail on misdemeanor or minor criminal charges absent reasonable suspicion that they are hiding contraband on their persons; (3) pay, on behalf of the class, plaintiffs' attorneys' fees and litigation costs in an amount to be determined by the Court; (4) pay incentive awards to the class representatives; and (5) pay all of the costs of notifying the class about, and administering all aspects of, this settlement, including distributing payment to members of the class.
- Visit the Settlement website at www.rensselaercountyjailsettlement.com for additional details about the settlement. You may also get additional information by calling 1-800-, or by writing to:

Rensselaer County Jail Civil Rights Class Action Administrator
P. O. Box _____

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 for by _____ to be included in the settlement.
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 ever to bring or be part of any other lawsuit against the defendants in this case about the same legal claims as are advanced in this case. You must exclude yourself from the Settlement by _____.
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 file an objection by _____.
Go to a Hearing	You may ask to speak in Court about the fairness of the settlement or the request for fees and costs.
Do Nothing	You get <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 has to decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval to the Settlement and after any appeals are resolved.

BASIC INFORMATION

I. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have entered the Rensselaer County Jail on misdemeanor or

other minor charges from June 26, 1999 until July 1, 2002 and been subject to a strip search.

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

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

The Court in charge of this case is the United States District Court for the Northern District of New York, United States Senior District Court Judge Thomas J. McAvoy presiding, and the cases involved are known as *Bruce v. County of Rensselaer*, Case No. 02-CV-0847 and *Kahler v. County of Rensselaer*, Case No. 03-CV-1324. The people who sued are called Plaintiffs, and the municipality and municipal officials they sued, the County of Rensselaer, its Correctional employees and elected officials, are called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claimed that the County of Rensselaer illegally strip searched individuals admitted to the Rensselaer County Jail who were charged with only misdemeanors and other minor crimes, in violation of the unreasonable search provisions contained in the United States Constitution. Defendants deny they did anything wrong, and further claim that the bulk of 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 Class Representatives (in this case Nathaniel Bruce, Mark LaBelle, T'Shad Bradley, Natika Miller, William Garrity, Charles Linen, Wayne Conine, Harold Bonesteel, Jeffrey Rockefeller, Peter Rupp and Paul Kahler), sue on behalf of all people who have similar claims. All these people are a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States Senior District Judge Thomas McAvoy is in charge of this class action.

IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs 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 Representatives and their attorneys think the settlement is best for everyone who was alleged to have been illegally searched.

WHO IS IN THE SETTLEMENT?

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

Judge McAvoy decided that everyone who fits this description is a Class Member: All persons who were placed into the custody of the Rensselaer County Jail during the period June 26, 1999, through and including July 1, 2002, after being charged with misdemeanors, violations, traffic violations, violations of probation or parole or civil commitments and were strip searched upon their entry into the Jail. 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 felony offenses at the time of their entry into the Rensselaer County Jail.

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

No, you do not need to prove you were subjected to such a search. In filling out the claim form, you will affirm, under penalty of perjury, that you were strip searched, and Defendants will accept this affirmation. Provided that your name is detailed in booking records maintained by Rensselaer County, your affirmation will entitle you to payment. If your name is not contained in Rensselaer County's records, you may be asked to provide additional documentation before being allowed to participate in the settlement.

A strip search occurred when you were ordered to take off some or all of your clothes by a Rensselaer County employee, with that employee watching you undress or forcing you to undress out in the open. Some members of the class may also have been forced to bend at the waist or manipulate body parts to allow for a visual inspection. The bulk of Rensselaer County's searches occurred in the shower area of the booking room behind a "half wall." If you were searched in this manner when first booked into the facility, you are a member of the class and entitled to make a claim. You will need to provide an affirmation on the claim form.

VII. I WAS STRIP-SEARCHED AFTER RECEIVING A VISIT AND ALSO WHEN RETURNING FROM COURT WHEN I WAS IN THE RENSSELAER COUNTY JAIL. DOES THIS MEAN I CAN ALSO MAKE A CLAIM?

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

VIII. HOW DO I KNOW WHETHER THE CRIME FOR WHICH I WAS CHARGED UPON ADMISSION TO THE RENSSELAER COUNTY JAIL QUALIFIES ME FOR INCLUSION IN THE CLASS?

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

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

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

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

IX. I WAS ADMITTED TO THE RENSSELAER COUNTY JAIL BUT CANNOT REMEMBER WHAT MY CRIMINAL CHARGES WERE. HOW CAN I FIND THIS OUT, AND HOW DO I KNOW IF THE CHARGE WAS A MISDEMEANOR OR VIOLATION?

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

If you need additional help in determining whether you are a class member, or if you have other questions, you can contact the settlement administrator at 1-800-_____, as they may be able to help you directly or have class counsel call you to answer your questions.

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

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

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

XI. WHAT IF I WAS ADMITTED TO THE RENSSELAER COUNTY JAIL ON MORE THAN ONE OCCASION? CAN I STILL PARTICIPATE IN THE SETTLEMENT?

Yes. Individuals who were admitted to the Rensselaer County Jail on more than one occasion during the class period are 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 admitted to the RCJ more than one time.

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

If you are still not sure whether you are included, you can ask for help. You can call 1-800- and the settlement administrator or class counsel may help answer your questions. For more information, you can also visit the website, www.rensselaercountyjailsettlement.com. Or you can fill out and return the claim form described on page __, in question __, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

XIII. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to provide a settlement fund amount of \$2.7 million to compensate Class Members who have been illegally strip searched, and have agreed to alter their search policies for new detainees to the Rensselaer County Jail. Defendants have also agreed to pay for attorneys' fees and expenses, up to a maximum of \$580,000, and provide incentive awards for the eleven class representatives up to a maximum amount of \$72,000. Defendants have also agreed to pay all the expenses of notifying the class about, and administering all aspects of, this Settlement, and delivering payments to class members. Attorneys' fees, administration costs and incentive awards are taken out of the settlement fund amount. A complete description of the settlement is provided in the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release by visiting www.rensselaercountyjailsettlement.com, or by calling 1-800-

XIV. WHAT CAN I GET FROM THE SETTLEMENT?

The settlement provides that all class members who make claims will receive a payment of up to \$1,000.00, depending on the number of valid claims that are made.

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

XV. WHAT IF I WAS STRIP-SEARCHED AFTER JULY 1, 2002?

If you were strip searched after July 1, 2002, you are not a member of this class action and are not entitled to a settlement payment. You are not bound by this settlement for those claims. This means you can pursue your claims separately from this settlement with your own lawyer.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

XVI. HOW CAN I GET A PAYMENT?

To qualify for 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 www.rensselaercountyjailsettlement.com. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than _____, 2004.

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

XVII. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on _____, 2004 to decide whether to approve the settlement. If Judge McAvoy approves the settlement after that, there may be appeals. You will only receive payment after these appeals are completed. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement. Please be patient.

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

Unless you exclude yourself, you are staying in the Class, and that means you can't sue, continue to sue, or be part of any other lawsuit against Rensselaer County, its employees, or its elected officials about the legal issues in *this* case. It also means that all of 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 related to your 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 Rensselaer County, on your own, about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

XIX. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Bruce v. County of Rensselaer* and *Kahler v. County of Rensselaer*. Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than _____, 2004, to:

Rensselaer County Jail Exclusions

You can't exclude yourself on the phone or by e-mail. 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) Rensselaer County in the future.

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

No. Unless you exclude yourself, you give up the right to sue Rensselaer County for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue on your own lawsuit. Remember, the exclusion deadline is _____, 2004.

XXI. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS 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 Rensselaer County.

THE LAWYERS REPRESENTING YOU

XXII. DO I HAVE A LAWYER IN THIS CASE?

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

XXIII. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$580,000.00, a payment of up to \$12,000 for Class Representative Nathaniel Bruce, who both Class Counsel and Defendants agree has provided Class Counsel with substantial assistance in the prosecution of this action and was subject to significant public scrutiny as the lead plaintiff, and payments of up to \$6,000 per individual (up to \$60,000 total) to each of the ten remaining class representatives. The Court may award less than these amounts. These amounts will be deducted from the settlement fund before payments are made to Class Members. Rensselaer County has agreed not to oppose these fees and expenses. The costs of administering the settlement will also be deducted from the settlement fund. The parties have allocated \$35,000 from the settlement fund for administration costs.

The Defendants have agreed that up to \$2,013,000.00 from the settlement fund is guaranteed to satisfy claims of Class Members.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons 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 *Bruce v. County of*

Rensselaer and Kahler v. County of Rensselaer. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to these three different places postmarked no later than _____, 2004.

COURT

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

CLASS COUNSEL

Elmer Robert Keach, III, Esquire
One Steuben Place
Albany, NY 12207

DEFENSE COUNSEL

Thomas O'Connor, Esquire
Napierski, VanDenburgh & Napierski
296 Washington Avenue Extension
Albany, NY 12203

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at 10:00 AM on _____, _____, 2004 at the James T. Foley U.S. Courthouse, 445 Broadway, Albany, NY 12207 in Courtroom _____. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge McAvoy will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

XXVII. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge McAvoy may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will

consider it. You may also pay your own lawyer to attend, but it is not necessary.

XXVIII. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Bruce v. County of Rensselaer* and *Kahler v. County of Rensselaer*." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than _____, 2004, and be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the three addresses on page 10, in question XXIV. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

XXIX. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from this 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 Rensselaer County about the legal issues in this case, ever again.

GETTING MORE INFORMATION

XXX. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Elmer Robert Keach, III, Esquire, One Steuben Place, Albany, NY 12207, or by visiting www.rensselaercountyjailsettlement.com.

XXXI. HOW DO I GET MORE INFORMATION?

You can call 1-800- toll free, write to Rensselaer County Jail Civil Rights Class Action Administrator, _____, or visit the website at www.rensselaercountyjailsettlement.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.

2004

Dated: _____,

Exhibit B– Summary Notice

COURT ORDERED LEGAL NOTICE

If you were admitted into the Rensselaer County Jail between June 26, 1999 and July 1, 2002, you could get a payment from a class action settlement.

A settlement has been proposed in two class action lawsuits about the strip search policies of the Rensselaer County Jail ("RCJ"). The settlement will provide up to \$1,000 to each individual who was strip searched upon being admitted into the RCJ while charged with only a misdemeanor, violation, traffic infraction, parole violation, or probation violation, or who was held at the RCJ on Family Court or another civil matter.

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

Who's Included?

You are a Class Member and could get benefits if you were admitted into the RCJ from June 26, 1999, through and including July 1, 2002, and you were charged with only a misdemeanor, violation, traffic infraction, violation of probation or parole, or had a civil commitment, and you were strip searched upon entry into the RCJ.

What's This About?

The lawsuit claimed that Defendant Rensselaer County and its officers followed an unlawful policy and practice of strip searching all persons who were admitted into the RCJ during the Class period. Defendants deny they did anything wrong. 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 Class Members.

What Does the Settlement Provide?

Defendants agreed to create a fund of up to \$2,700,000 to pay claims to Class Members, costs of administration of the settlement, nominal incentive awards to the Class Representatives, and attorneys' fees and costs. The amount of your payment will depend upon the number of valid claims that are sent in, but in no event will exceed \$1,000 to each Class Member who files a claim. You can only make one Claim, even if you were strip searched more than once.

How Do You Ask For A Payment?

A detailed notice and claim form package contains everything you need. Just call or visit the website below to get one. To qualify for a payment, you must send in a Claim Form. **Claim forms are due by ____ , 2004.**

What Are Your Other Options?

If you don't want the settlement benefits or don't want to be legally bound by the settlement, you must exclude yourself by ____ , 2004 or you won't be able to sue, or continue to sue, the Defendants about the legal claims in this case. If you exclude yourself, you can't get any benefits from this settlement. If you stay in the settlement, you may object to it by ____ , 2004. The detailed notice explains how to exclude yourself or object.

The court will hold a hearing in these cases (*Bruce, et. al. v. County of Rensselaer et. al.* case no. 02-CV-0847, and *Kahler v. County of Rensselaer et. al.* case no. 03-CV-1324) on, ____ , 2004, to consider whether to approve the settlement and a request by the lawyers representing all Class Members (Elmer Robert Keach III, Esq. Albany, NY; Beranbaum Menken & Ben-Asher LLP, New York, NY; and The Mason Law Firm, P.C., Washington, DC) for attorneys' fees and costs. You may ask to appear at the hearing, but you don't have to. For more information, call toll free 1-800-000-0000, visit the website www.xxxxxx.com, or write to Settlement, P.O Box X, City, State, 00000.

This Notice is only a summary of a Court-approved Settlement Agreement. If you have any questions about the meaning of the terms of this Notice and the terms of the Court-approved Settlement Agreement, the terms of the Settlement Agreement control.

EXHIBIT E

SUMMARY CLASS NOTICE

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