

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAVERNE HICKS and MICHAEL
VELEZ, on behalf of themselves and a
class of others similarly situated,

Plaintiffs,

v.

THE COUNTY OF CAMDEN,
et. al.,

Defendants.

No. 05-CV-1857 (JHR)

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 filed the above-captioned class action lawsuit against Defendants the County of Camden, Eric Taylor, James Simon, Anthony Pizarro, Frank Loberto, Michael McLaughlin, Joseph Wolf, Joseph Dougherty, and Arthur Mickles alleging that Defendants had violated Plaintiffs' constitutional rights under color of state law by illegally strip searching and wrongfully detaining them and others similarly situated upon entry into the Camden County Correctional Facility.

WHEREAS, Plaintiffs further allege that, in violation of law and pursuant to the policy of the County of Camden, all persons such as Plaintiffs and the members of the class they purport to represent, who entered the Camden County Correctional Facility charged with non-indictable

offenses, violations of probation or parole, other violations or other minor offenses, or held on civil matters, were strip searched absent any particularized suspicion that they possess weapons or other contraband.

WHEREAS, Plaintiffs further allege that many members of the class were also detained for a considerable length of time after they posted bail at the Camden City Substation, which is administered by the County of Camden Department of Corrections, so that they could be transported to the Camden County Correctional Facility to be cleared for warrants,

WHEREAS, Defendants, subsequent to the filing of this action, took substantial remedial steps to address the claims raised in this litigation on or about April 27, 2005,

WHEREAS, Defendants have 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 Class (as defined hereinafter).

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

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

WHEREAS, Plaintiffs and Class Counsel recognize the costs and risks of prosecuting this litigation, and believe that it is in their interest, and the interest of all Class Members, to resolve this litigation, and any and all claims against Defendants, as well as all employees of the

County of Camden who may have devised, promulgated or enforced the policy or participated in the conduct that is the subject of this Settlement Agreement.

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

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

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

All persons who were placed into the custody of the Camden County Correctional Facility after being charged with non-indictable offenses, disorderly persons offenses, violations, violations of probation or parole, traffic infractions, civil commitments or other non-indictable occurrences and were strip searched in the absence of reasonable suspicion upon their entry into Camden County Correctional Facility pursuant to the policy, custom and practice of the County of Camden. The class period commences on April 8, 2003 and extends until April 27, 2005. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

WHEREAS, this Settlement Agreement is made and entered into by and among Defendants and Plaintiffs Laverne Hicks and Michael Velez, individually and on behalf of a subclass of similarly situated persons defined as:

All persons who posted bail on non-indictable or other minor offenses at the Camden County Satellite Unit, located at the Camden City Police Department, and after posting the required bail, were transferred to the Camden County Correctional Facility, and whose detention exceeded twelve hours after posting bail pursuant to the policy, custom and practice of the County of Camden. The class period commences on April 8, 2003 and extends until April 27, 2005. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

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

I. DEFINITIONS

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

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

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

C. Class Counsel. "Class Counsel" shall mean: The Locks Law Firm, Cherry Hill, New Jersey, William Riback, Esquire, Camden, New Jersey, The Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York; Cuneo Gilbert & LaDuca, LLP, Washington, DC.

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

E. Class Representatives: "Class Representatives" shall mean Plaintiffs Laverne Hicks and Michael Velez.

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

G. Court. "Court" shall mean the United States District Court for the District of New Jersey, The Honorable Joseph H. Rodriguez presiding, or his duly appointed or designated successor.

H. Defendants. "Defendants" shall mean the County of Camden, Eric Taylor, James Simon, Anthony Pizarro, Frank Loberto, Michael McLaughlin, Joseph Wolf, Joseph Dougherty, and Arthur Mickles, and shall include all employees of the County of Camden who may have devised, promulgated or enforced the policy or participated in the conduct that is the subject of this Settlement Agreement.

I. Defendants' Counsel. "Defendants' Counsel" shall mean Philip Voluck and Jeffery A. Meyer, Kaufman, Dolowich & Voluck, LLP, Woodbury, NY 11797.

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, attorneys' fees and expenses, incentive awards to Class Representatives.

K. Effective Date. "Effective Date" shall mean thirty days from the date on which the settlement has been finally approved by the Court, and/or thirty days from the date on which any appeals from final approval are resolved.

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

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

O. Litigation. "Litigation" shall mean the above-captioned lawsuit pending in the

United States District Court for the District of New Jersey as No. 05-CV-1857 (JHR).

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

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

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

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

T. Opt-Out Deadline. "Opt-Out Deadline" shall mean the date agreed upon by the 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.

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

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

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

X. Plaintiffs. "Plaintiffs" shall mean Laverne Hicks and Michael Velez.

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

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

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

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

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

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

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

FF. Settlement Agreement. "Settlement Agreement" shall mean this Settlement

Agreement, including any amendment hereto pursuant to Section X.D hereof, and all the exhibits attached hereto.

GG. Settlement Class. "Settlement Class" shall mean:

All persons who were placed into the custody of the Camden County Correctional Facility after being charged with non-indictable offenses, disorderly persons offenses, violations, violations of probation or parole, traffic infractions, civil commitments or other non-indictable occurrences and were strip searched upon their entry into Camden County Correctional Facility in the absence of reasonable suspicion pursuant to the policy, custom and practice of the County of Camden. The class period commences on April 8, 2003 and extends until April 27, 2005. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

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

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

JJ. Settlement Amount. "Settlement Amount" shall mean the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to be paid by or on behalf of the Defendants.

KK. Settlement Website: Class Counsel will establish a website to provide information about the settlement with a World Wide Web address of www.camdencountystriplesearch.com.

LL. Strip Search Policy. "Strip Search Policy" shall mean the written policy, to be revised by the Defendants as part of this Agreement, to govern the conduct of all strip searches

by Defendants, their agents, and employees upon a person's entry into the Camden County Correctional Facility.

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

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

OO. Wrongful Detainer Subclass: "Wrongful Detainer Subclass" shall mean: All persons who posted bail on non-indictable or other minor offenses at the Camden County Satellite Unit, located at the Camden City Police Department, and after posting the required bail, were transferred to the Camden County Correctional Facility, and whose detention exceeded twelve hours after posting bail pursuant to the policy, custom and practice of the County of Camden. The class period commences on April 8, 2003 and extends until April 27, 2005. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

PP. Wrongful Detainer Subclass Members. "Wrongful Detainer Subclass Members" shall mean all persons in the Wrongful Detainer Subclass who do not exclude themselves pursuant to Section V herein.

II. REQUIRED EVENTS

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

1. Class Counsel and Defendants' Counsel shall use their best efforts to cause the Court to enter the Preliminary Approval Order and the Final Judgment in substantially

the forms attached hereto as Exhibits D and C, respectively.

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

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

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

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

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

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

5. The Parties acknowledge that prompt approval, consummation, and

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

III. SETTLEMENT TERMS

A. Provision of New Policies and Corrections Officer Training

1. The Defendants affirmatively state that, effective April 27, 2005, Camden County stopped strip searching detainees admitted to the Camden County Jail on a blanket basis, and also stopped strip searching non-indictable detainees in the absence of reasonable suspicion. Camden County acknowledges that its change in practice was contemporaneous with the institution of this litigation by Plaintiffs and proposed Class Counsel.

2. The Defendants maintain that their current written policy is constitutional, and has been reviewed by the New Jersey Department of Corrections for compliance with state law. The Defendants will consider formally revising the written policy in due course, and further represents that they will continue to comply with the terms of the April 27, 2005 Memorandum of Michael Burgess (hereafter, the "Burgess Memo") addressing this issue, which is attached to this Agreement as Exhibit G.

3. The Camden County Correctional Facility Policies and Procedures Manual will

include a copy of the strip search policy and the Burgess Memo.

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

5. Current and new corrections officers who work in the CCCF Admissions unit will be retrained regarding the Strip Search Policy and the Burgess Memo and when strip searches may and may not be performed. The training of current officers will be completed by the end of claims period, and may be completed during the shift line up period that precedes the shifts of Camden County Corrections Officers. Each Corrections Officer will sign a form reflecting their receipt of the policy. This training will detail that Corrections Officers are not to strip search (e.g. have detainees remove their clothing to the point of being completely undressed) detainees charged with non-indictable offenses or other minor offenses in the absence of reasonable suspicion to believe the detainees are concealing weapons or other contraband, as well as the requirements of the Burgess Memo. Camden County will confirm, by way of a letter from their counsel, that this training has been completed, and will provide Class Counsel with copies of all training materials.

6. Defendants will take reasonable steps to ensure that all corrections officers abide by the Strip Search Policy and the Burgess Memo.

7. Individuals charged with non-indictable or other minor offenses shall be detained by Camden County for no more than reasonably necessary after posting bond for the purpose of clearing them for warrants, and detainees will not normally be transferred from the Camden County Satellite Unit for the purposes of clearing warrants after they post bail.

B. Settlement Fund

1. Defendants will cause to be paid into the Settlement Fund the sum of \$7,500,000.
2. Upon entry of the Preliminary Approval Order, Camden County will pay into the Settlement Fund the amount of \$ 200,000 (the "Initial Contribution") to be used by the Settlement and Website Administrators to cover the initial 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 Camden County with no obligation on the part of any party to repay any portion of the money actually spent. Relative to the monetary obligations to be paid from the funds of Camden County, the County's monetary obligation will be paid in accordance with the normal check payment policies of Camden County. The parties will work together to prepare appropriate Camden County payment vouchers, and place those vouchers with the Camden County Attorney's Office for submission for payment on the date of Preliminary Approval.
3. Defendants' remaining monetary obligation of \$7,300,000 will be provided for deposit into the Settlement Fund within thirty days of the Effective Date by either wire transfer or check. Relative to the monetary obligations to be paid from the funds of Camden County, the County's monetary obligation will be paid in accordance with the normal check payment policies of Camden County. The parties will work together to prepare appropriate Camden County payment vouchers, and place those vouchers with the Camden County Attorney's Office for submission for payment on the Effective Date. Plaintiffs' counsel and/or the Settlement Administrator will provide the necessary forms (e.g. W-9s) to effectuate the issuance of either a wire transfer or check.

4. All administrative expenses, including the costs of settlement administration, website administration and the provision of notice to class members, as well as the amounts awarded by the Court for attorneys' fees and costs, and incentive awards to the Class Representatives, will be deducted from the Settlement Amount prior to determining the "Distribution Amount."

C. Payments to Class Members

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

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

3. The sum of \$100,000 will be set aside from the settlement and the Distribution Amount to pay claims of members of the Wrongful Detainer Subclass. Each member of the Wrongful Detainer Subclass who makes a claim will be entitled to receive their pro rata share of the wrongful detainer fund, in addition to their proportionate share of the Distribution Amount. The County and Class Counsel will work to verify that each member of the Wrongful Detainer Subclass is entitled to claim such a payment by reviewing information maintained by both the Camden County Clerk's Office and the Camden County Department of Corrections.

4. No portion of the Distribution Amount or the wrongful detainer funds shall be disbursed before the Effective Date, except as set forth in Section III.D.1., below.

5. Both parties anticipate that late claims may be filed subsequent to the end of the claims period. Late claims may be allowed, if submitted on or before the date of the Final

Approval Hearing, under the sole discretion of Class Counsel for good cause shown. All late claims will be approved by the Court prior to being paid as part of the distribution of the settlement.

6. The parties acknowledge that the Class list and list of claimants on this class action settlement will be compiled and exclusively maintained by the Class Counsel. Class Counsel will seek a protective order from the Court to seek to protect this list from public disclosure, and to seek leave of Court to file any such list, or portion of the list, under seal should its disclosure to the Court be necessary for final approval or otherwise requested by the Court. The Defendants may, upon three days notice, inspect any such lists at the offices of class counsel William Riback, Camden, New Jersey. The parties further acknowledge that class members have an important interest in being able to maintain their privacy in filing a claim on this class action settlement.

D. Attorneys Fees and Expenses

Class Counsel will petition the Court for an award of attorneys' fees in the amount not to exceed 27.5% of the Settlement Fund. Class Counsel will also petition the Court for an award of pre-settlement cost and expenses, in an amount not to exceed \$27,500.00, which will be deducted from the Settlement Fund. Defendants shall not oppose Class Counsel's application for said award of fees and expenses, nor will they oppose any appeal filed by Class Counsel relative to their application for an award of attorneys' fees, so long as such application for attorneys' fees and expenses conforms with the Settlement Agreement.

E. Additional Discovery

Defendants will cooperate in a timely and reasonable manner in discovery to determine class size and class members' names and addresses, including but not limited to the production

of records for the members of the Settlement Class. The Settlement Administrator shall pay out of the Settlement Fund the reasonable hourly rate of all county staff required to respond to such requests. The Defendants will also provide Class Counsel or their agents with access, under supervision, to the computerized booking records of the Camden County Correctional Facility for the purposes of assembling a class list.

F. Partial Distribution Pending Appeal

In the event that Final Approval of the Settlement is appealed by either party or a third party objector, and if the payment of some portion of the Settlement Fund is not subject to dispute, that undisputed portion of the Settlement Fund shall be distributed in accordance with this agreement. If the distribution of some or all of the settlement proceeds is in dispute due to a pending appeal, the disputed amount will be placed in an insured interest bearing escrow account and shall not be distributed during the pendency of the appeal. In the event that final approval of the Settlement is overturned on appeal, all funds, including interest, will be refunded to the Defendants and/or their insurers, as per their respective contributions to the Settlement Fund, with the exception of the Initial Contribution, detailed in § III(B)(2), and any additional notice and administration costs incurred above the Initial Contribution.

IV. NOTIFICATION TO CLASS MEMBERS

A. Responsibilities of the Settlement Administrator and Website Administrator

1. The Settlement Administrator shall implement and administer the Notice Program.
2. The Settlement Administrator shall be responsible for, without limitation: (i) mailing the Class Notices; (ii) arranging for the publication of the Summary Notice; (iii)

responding to requests for a copy of the Class Notice; (iv) otherwise administering the Notice Program and (v) distributing payments to the Settlement Class Members; and otherwise administering the Notice Program. The Notice Program shall comply with all requirements of applicable law. The Settlement Administrator will maintain an appropriate insurance policy to protect against any violation of its fiduciary duty to the Court, Class Members, or Class Counsel.

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

B. Notice

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

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

website, www.camdencountystripsearch.com.

3. Defendants will cooperate in the Notice Program by providing Plaintiffs' Counsel and/or the Settlement Administrator with information necessary to affect notice to the Class. The Defendants will also provide access to facility booking computers/databases (not including the NCIC database), under supervision of Corrections Officers from Camden County, that contain such information, and will provide any information in a computerized format that presently exists in a computerized format

4. Notice will be provided to the class by way of limited televised notice campaign on cable television, with ads to run during the same weeks as the newspaper notice detailed above. The Defendants will have the opportunity to review the ads prior to their broadcast, and any dispute between the parties regarding the content of the ads will be decided by the mediator.

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

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. The Website Administrator will also provide an affidavit attesting to activity on the settlement website, including number of visitors and number of documents downloaded.

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 Class Members and/or specific Class Members that is provided to it by Defendants, Class Counsel, or by

individual Settlement Class Members, shall be treated as confidential and shall be used only by the Settlement Administrator as required by this Settlement Agreement.

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

V. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

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

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

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

D. Class counsel agrees that they will not represent any individuals who opt out from

the Settlement in asserting claims against Defendants that are the subject of this agreement.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

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

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

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

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

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

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

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

D. Upon the Effective Date and the conclusion of any appeals: (i) the Settlement

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

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 Class who has properly opted out of the settlement, Defendants shall not assert any statute of limitations, repose, or laches defense that did not exist as of April 8, 2003 for a period of sixty (60) days from the date of the timely "opt out" notice. If the claim is not brought within sixty (60) days of the date of the timely "opt out" notice, Defendants have the right to assert all defenses including statute of limitations, repose and/or laches against the withdrawing Class Member. Any individual who opts out of the Settlement must do so by the opt out date set by the Court in the Preliminary Approval Order. Further, in the event that the Court does not approve 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, or by any member of the Class, Defendants shall not assert any statute of limitations, repose or laches defense that is premised upon the time period of April 8, 2003 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 or the appellate court's decision reversing the Court's order approving this Settlement Agreement. This tolling will cease thirty days after one of the events detailed in the preceding sentence comes to pass.

VIII. INCENTIVE AWARDS TO CLASS REPRESENTATIVES

Given the efforts of the named Plaintiffs on behalf of the Class, Defendants will not oppose an application for awards of \$15,000 each on behalf of the Class Representatives, such amount to be paid before distributions to the general Class. It is agreed between the parties that the Class Representatives provided substantial assistance to Class Counsel in their prosecution of this action.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of 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 corporate action on the part of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

X. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

J. All applications for Court approval or Court orders required under this Settlement

Agreement shall be made on notice to 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: Jeffery Meyer, Esquire, Kaufman Dolowich & Voluck, 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797.

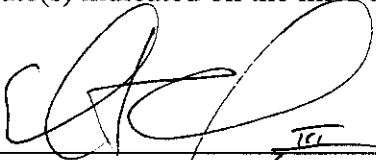
If to Class Counsel or Plaintiffs to: Seth R. Lesser, Esq., Locks Law Firm, 457 Haddonfield Road, Cherry Hill, New Jersey 08002.

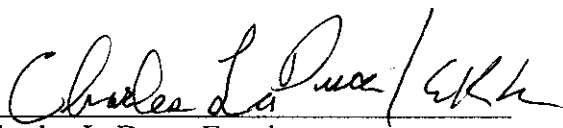
N. Dispute Resolution

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.

Dated: August 23, 2007


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


Charles LaDuca, Esquire
CUNEO, GILBERT & LaDUCA
507 C Street NE
Washington, DC 20002



Seth Lesser, Esquire
THE LOCKS LAW FIRM
457 Haddonfield Road
Cherry Hill, NJ 08002



William Riback, Esquire
527 Cooper Street
Camden, NJ 08102

ATTORNEYS FOR PLAINTIFFS

Dated: August 24, 2007



Philip Voluck, Esquire
Jeffery Meyer, Esquire
Kaufman Dolowich & Voluck, LLP
135 Crossways Park Drive
Woodbury, NY 11797

ATTORNEY FOR DEFENDANTS

EXHIBIT A

HICKS v. COUNTY OF CAMDEN, CASE NO. 05-CV-1857

CLAIM FORM AND RELEASE

PLEASE READ THESE INSTRUCTIONS AND CLAIM FORM CAREFULLY

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

Hicks v. County of Camden Settlement Administrator
P. O. Box 9181
Dublin, OH 43017-4181
1-800-741-8907

A. 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 is above.

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

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

I. WHO IS IN THE SETTLEMENT CLASS?

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

1. you entered the Camden County Correctional Facility;
2. you were charged with a misdemeanor, violation, traffic violation, violation of probation or parole, or held on a civil matter such as on a Family Court warrant;
3. you were strip searched at the Correctional Facility upon entry; AND
4. you were strip searched during the period April 8, 2003 through April 27, 2005.

The Settlement also provides additional payments for individuals who meet ALL four of the above conditions, and who also were arrested in the City of Camden, made bail payments, but nonetheless were detained by the Camden Department of Corrections and were detained for over twelve (12) hours.

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

II. CLAIM FORM INSTRUCTIONS

- A. Please type or neatly print all the information that is asked for.
- B. If you want money from the Settlement Fund you must complete Part 1 of the Claim Form and the additional parts of the Claim Form that apply to you.
- C. By signing below you are verifying that the information you have included is correct. You also agree to provide additional information to Class Counsel or the Settlement Administrator to support your claim. They may ask you to do this in the future.
- D. By signing below you are also verifying that you have not filed a claim or lawsuit about being strip searched at the Correctional Facility, and that 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.
- E. **Please read the instructions carefully.** Your claim will be checked and verified by the Settlement Administrator. You should keep copies of all documents that support your claim while this is going on.
- F. A Claim Form will be considered submitted to the Settlement Administrator if it is mailed in a first-class envelope that is postmarked by the due date. You may want to send in your Claim Form by Certified Mail, Return Receipt Requested. If you send the Claim Form to the Settlement Administrator in some way other than first-class mail, the Claim Form will be considered "submitted" when it is received by the Settlement Administrator.
- G. The Settlement Administrator will not tell you when they get your Claim Form. If you want to make sure the Settlement Administrator gets your form, you should send it by Certified Mail, Return Receipt Requested. It will take some time to process all the forms and send the checks. This work will be done as fast as possible, but each claim must be checked for accuracy and recorded.
- H. Please write or call Settlement Administrator if your address changes.
- I. Class Counsel will make arrangements for individuals without bank accounts to cash their settlement checks with a local bank. You will receive more information about this when you receive your settlement check.

THE CLAIM FORM MUST BE FILLED OUT AND SIGNED IF YOU WANT TO GET MONEY FROM THE SETTLEMENT FUND. THE ENVELOPE MUST BE POSTMARKED NO LATER THAN [INSERT DATE] 2007, AND MUST BE MAILED TO:

Hicks v. County of Camden Settlement Administrator
P. O. Box 9181
Dublin, OH 43017-4181

III. CLAIM FORM

HICKS V. COUNTY OF CAMDEN

PART 1: CLAIMANT IDENTIFICATION

Claimant's Name:

Mailing Address:

City: _____ State/County: _____ Zip Code: _____

Telephone Numbers: _____ (day) _____ (evening)

_____ (mobile)

Date of Arrest if known, (Please say so if the date you give is an estimate): _____

_____ Actual

_____ Estimate

Criminal charges or other reason for arrest, if known (i.e. non-indictable offense, 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.)

Did you post Bail when you were detained at the Camden Police Department?

Yes: _____

No: _____

If yes, were you then detained by the Camden County Department of Corrections for a time period of more than twelve (12) hours?

Yes: _____

No: _____

Social Security Number: _____ Date of Birth: _____
(If you fail to include this information, your claim may not be paid)

Name of person to contact (next of kin, family member, attorney, etc.) if there are questions regarding this claim (make sure to include telephone number):

Relationship of this person to you: _____

Address: _____

Telephone Numbers: _____ (day) _____ (evening)
_____ (mobile)

SUBMISSION TO JURISDICTION OF THE COURT

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

RELEASE

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

VERIFICATION

I declare under penalty of perjury under the laws of the United States that the foregoing information provided by the undersigned is true and correct. I also declare that I was strip searched when I was admitted into the Camden County Correctional Facility.

I filled out and signed this Proof of Claim and Release form on _____, 2007, in

(City, State, Country)

(Sign your name here)

(Type/Print your name here)

EXHIBIT B

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

NOTICE OF PROPOSED SETTLEMENT AND HEARING

If You Entered the Camden County Correction Facility from April 8, 2003 to April 27, 2005 And Were Strip Searched, Then Your Rights Could Be Affected By A Proposed Class Action Settlement.

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

- This is a proposed settlement of a class action lawsuit alleging that corrections officers employed at the Camden County Correctional Facility engaged in the practice of illegally strip searching all individuals charged with non-indictable or minor offenses upon their entry into the Camden County Correctional Facility from April 8, 2003 until April 27, 2005. The proposed settlement does not include individuals who were charged with indictable offenses at the time of their admission to the Camden County Correctional Facility, or who were not strip searched when they entered the Correctional Facility. The Proposed Settlement also addresses the alleged practice of Camden County in unlawfully detaining many members of the settlement class after they posted bail in the City of Camden.
- One benefit of the settlement to class members is that each class member will be entitled to an equal share of a \$7.5 million settlement fund, after payment of administrative costs, incentive awards to the representative plaintiffs, and attorneys' fees.
- Visit the Settlement website at www.camdencountystripsearch.com for additional details about the settlement. You may also get additional information by calling 1-800-741-8907 or by writing to Hicks v. County of Camden Settlement Administrator, P.O. Box 9181, Dublin, OH 43017-4181.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

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

	Defendants in this case about the same legal claims that are advanced in this case. You must exclude yourself from the Settlement by [Insert Date].
Object	If you do not exclude yourself, you may write to the Court about why you do not like the Settlement or the request for legal fees and costs. You must send a written objection to the Court postmarked no later than [Insert Date].
Go to a Hearing	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 must decide whether to give final approval to the Settlement. Likewise, payments to class members will be distributed only if the Court grants final approval of the Settlement and after any appeals are resolved.

I. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been admitted to the Camden County Correctional Facility on a non-indictable offense, disorderly persons offense, warrant for failure to appear, warrant for failure to pay a fine, traffic violation, violation of probation or parole, or on a family or civil court warrant from April 8, 2003 to April 27, 2005 and been subject to a strip search.

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

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

The Court in charge of this case is the United States District Court for the District of New Jersey, Camden Vicinage, United States District Judge Joseph Rodriguez presiding. The case is called *Hicks v. County of Camden*, Index No. 05-CV-1857 (JHR). The people who sued are called Plaintiffs, and the municipality and municipal officials they sued, the County of Camden, its correctional employees and elected officials, are called the Defendants.

II. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs claim in this lawsuit that the County of Camden illegally strip searched individuals admitted to the Camden County Correctional Facility who were charged with non-indictable crimes or other minor offenses, in violation of the unreasonable search provisions of the United States Constitution. Defendants deny that they did anything wrong, and contend that even if they did do anything wrong, Plaintiffs 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 Laverne Hicks and Michael Velez) sue on behalf of all people who have similar claims. All of these people are a Class or Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Judge Joseph H. Rodriguez 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 are alleged to have been illegally strip searched.

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

Judge Rodriguez decided that everyone who fits this description is a Class Member: All persons who were admitted into the Camden County Correctional Facility during the period April 8, 2003, through and including April 27, 2005, after being charged with non-indictable offenses, disorderly persons offenses, violations, traffic infractions, violations of probation or parole, held on civil matters or other non-indictable occurrences, and were strip searched upon their entry into the Correctional Facility in the absence of reasonable suspicion. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

Additionally, Judge Rodriguez decided to certify a portion of the individuals detailed above as a sub-class. Specifically, Judge Rodriguez decided that everyone who fits this description is a member of the Sub-Class: All persons who posted bail on non-indictable or other minor offenses during the period of April 8, 2003 through and including April 27, 2005 at the Camden County Satellite Unit, located at the Camden City Police Department, and who were detained by Camden County for over twelve hours after the bail was posted.

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

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

No, you do not need to prove that 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 Camden County, your affirmation will entitle you to payment. If your name is not contained in Camden 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 Camden County employee, with that employee watching you undress. Some members of the Class may also have been forced to bend at the waist or manipulate body parts to allow for a visual inspection. If you were searched in this manner when you were booked into the facility, you are a member of the class and entitled to make a claim. You will need to provide an affirmation on the Claim Form confirming that one of these searches was conducted on you when you entered the Camden County Correctional Facility.

VII. HOW DO I KNOW WHETHER THE PRE-ADJUDICATED CRIME FOR WHICH I WAS CHARGED UPON ADMISSION TO THE CAMDEN COUNTY CORRECTIONAL FACILITY QUALIFIES ME FOR INCLUSION IN THE CLASS?

You must have been brought to the Camden County Correctional Facility before a judge has sentenced you (pre-adjudication) to be eligible to recover, and the charges must have been non-indictable offenses. Everyone brought to the Camden County Correctional Facility pre-adjudication on non-indictable offenses and was strip searched is eligible under this settlement agreement.

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

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

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

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

VIII. HOW DO I KNOW WHETHER OR NOT I QUALIFY AS A MEMBER OF THE SUB-CLASS OF INDIVIDUALS WHO WERE WRONGFULLY DETAINED BY CAMDEN COUNTY.

Just prior to April 2004, Camden County took over detaining individuals who were arrested by the City of Camden Police Department. The Camden County Satellite Unit, which comprised the former holding cells of the Camden PD, was administered by Camden County Corrections Officers. Individuals arrested by the Camden PD would be turned over to the custody of the Satellite Unit shortly after their arrest.

Many individuals would post bail shortly after their arrest, but would continue to be detained by Camden County and later transported to the Camden County Correctional Facility. Detainees were often then held at the Camden County Correctional Facility for several hours until they were reviewed for outstanding warrants. The sub-class certified by Judge Rodriguez addresses individuals arrested for non-indictable or other minor offenses who were then held for

twelve hours after posting bail. If you, or someone on your behalf, posted bail at either the Camden County Satellite Unit, the Camden County Clerk's Office, or the Camden County Correctional Facility, and you were then held for twelve hours or more after posting bail, you are eligible to receive an additional payment under the settlement. You can mark the appropriate box on the claim form to confirm that you were held for more than twelve hours, and also claim your eligibility for the additional payment. Class Counsel will then verify that you are eligible to receive this additional payment.

IX. I WAS ADMITTED TO THE CAMDEN COUNTY CORRECTIONAL FACILITY BUT I CAN'T REMEMBER WHAT MY CRIMINAL CHARGES WERE. HOW CAN I FIND THIS OUT, AND HOW DO I KNOW IF THE CHARGE WAS A NON-INDICTABLE OFFENSE?

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 non-indictable offenses. If you do not have your charging document and remember the local court where you were prosecuted, the court clerk will be able to help you find these documents.

If you need additional help determining whether you are a class member, or if you have other questions, you can contact the Settlement Administrator at **1-800-741-8907**.

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

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

Yes. Individuals who were admitted to the Camden County Correctional Facility on more than one occasion during the class period can be members of the class and can recover

money. They can only recover one payment, however, meaning that you will not be provided with extra payments if you were admitted to the Camden County Correctional Facility more than one time.

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

If you are still not sure if you are included, you can ask for help. You can call **1-800-741-8907** and the settlement administrator or class counsel may help answer your questions. For more information, you can also visit the website, www.camdencountystripsearch.com, or you can just fill out the Claim Form and return it to the Settlement Administrator to see if you qualify.

THE SETTLEMENT BENEFITS - WHAT YOU GET

XIII. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay \$7,500,000 to resolve this litigation. That money will be used to: 1) compensate Class Members who have been illegally strip searched; 2) pay for notifying Class Members and administering the settlement; 3) pay incentive awards to the named Plaintiffs, Laverne Hicks and Michael Velez; and 4) pay attorneys' fees and expenses. A complete description of the settlement is provided in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.camdencountystripsearch.com or by calling **1-800-741-8907**.

XIV. WHAT CAN I GET FROM THE SETTLEMENT?

The settlement provides that all class members who make claims will receive an equal share of \$7,500,000, minus the costs of notice and administration, an incentive award for the named Plaintiffs, attorneys' fees, and expenses. Class counsel anticipates, based on claims rates from other settlements, that all individuals who make a claim on the settlement will receive between \$750.00 and \$1,250.00 as a settlement payment. These amounts are dependent on how many claims are received by the Claims Administrator during the claims period, and are subject to change based the number of claims received. No amount is guaranteed.

HOW YOU GET A PAYMENT - SUBMITTING A CLAIM FORM

XV. HOW CAN I GET A PAYMENT?

To qualify for a payment, you **MUST** send in a Claim Form. A claim form is attached to

this Notice. You can also get a claim form on the Internet at www.camdencountystripsearch.com. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than **[insert date]**.

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

XVI. WHEN WOULD I GET MY PAYMENT?

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

XVIII. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Hicks v. County of Camden*. Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than **[insert date]** to **Hicks v. County of Camden, c/o The Garden City Group, Inc., P.O. Box 9181, Dublin, OH 43017-4181**.

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

County in the future.

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

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

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

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

THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

XXI. DO I HAVE A LAWYER IN THIS CASE?

The Court approved the Seth R. Lesser of Locks Law Firm, Cherry Hill, New Jersey, William Riback, Esquire, Camden, New Jersey, Charles Laduca of Cuneo, Gilbert & LaDuca, Washington, District of Columbia, and the Law Offices of Elmer Robert Keach, III, PC, Amsterdam, New York, to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel will ask the Court for attorneys' fees and expenses as a percentage of the \$7,500,000 settlement, and payments of \$15,000.00 for Class Representatives Laverne Hicks and Michael Velez. The Settlement Agreement provides that twenty-seven and one-half percent of the settlement fund will be paid to class counsel as an award of attorneys' fees, together with an award for the reimbursement of expenses. These amounts will be deducted from the settlement fund before payments are made to Class Members. The costs of administering the settlement will also be deducted from the settlement fund.

OBJECTING TO THE SETTLEMENT

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

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

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

COURT

Clerk of the Court
U.S. District Court for the District of New Jersey
Mitchell H. Cohen Building and U.S. Courthouse
Fourth and Cooper Streets, Room 1050
Camden, NJ 08101

CLASS COUNSEL

Seth Lesser, Esquire
The Locks Law Firm
457 Haddonfield Road, Suite 500
Cherry Hill, NJ 08002

DEFENSE COUNSEL

Philip Voluck, Esquire
Kaufman Dolowich & Voluck, LLP
135 Crossways Park Drive
Woodbury, NY 11797

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

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

THE COURT'S FAIRNESS HEARING

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

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

On [insert date] the United States District Court for the District of Jersey will hold a fairness hearing in the Mitchell H. Cohen Building and U.S. Courthouse, Fourth & Cooper Streets, Camden, NJ 08101 in Courtroom [insert courtroom] to determine whether the Class was properly certified and whether the proposed Settlement is fair, adequate, and reasonable. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision.

XXVI. DO I HAVE TO COME TO THE HEARING?

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

XXVII. MAY I SPEAK AT THE HEARING?

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

IF YOU DO NOTHING

XXVIII. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Camden County about the legal issues in this case, ever again. Unless you exclude yourself, you need to file a claim to receive a monetary payment under the settlement.

GETTING MORE INFORMATION

XXIX. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator at **Hicks v. County of Camden Settlement Administrator, P.O. Box 9181, Dublin, OH 43017-4181** or by visiting www.camdencountystripsearch.com.

XXX. HOW DO I GET MORE INFORMATION?

You can call **1-800-741-8907**, write to the Settlement Administrator at **Hicks v. County of Camden Settlement Administrator, P.O. Box 9181, Dublin, OH 43017-4181**, or visit the website at www.camdencountystripsearch.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.

EXHIBIT C

LAW OFFICES OF ELMER ROBERT KEACH, III

A PROFESSIONAL CORPORATION

1040 RIVERFRONT CENTER • P.O. BOX 70 • AMSTERDAM, NY 12010

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ELECTRONIC MAIL: bobkeach@keachlawfirm.com

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

LAVERNE HICKS and MICHAEL VELEZ,
both individually and on behalf of a class of others
similarly situated,

Plaintiffs.

vs.

Case No. 05 -CV-1857

COUNTY OF CAMDEN, CAMDEN COUNTY
CORRECTIONAL FACILITY, et al,

Defendants.

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
JUDGMENT**

THIS CASE coming on for hearing before the undersigned Judge on _____, 2007, pursuant to this Court's Order of _____ in order for this Court to conduct a final fairness hearing to determine whether the proposed Settlement Agreement between the parties is fair, reasonable and adequate, and to address Class Counsel's application for an award of attorney's fees and costs; and the Settlement Class Members being represented by Class Counsel and Defendants being represented by their attorney; **AND THE COURT** having read and considered the Settlement Agreement, the Notice Plan, and Memoranda of Law submitted by Class Counsel, having received evidence at the hearing, having heard arguments from Class Counsel and the Defendants, and having considered the submissions by Class members, now makes the following:

FINDINGS OF FACT

1. This action was commenced on April 8, 2005, as a class action.
2. After several years of intensive litigation, including extensive discovery and motion practice

before this Court, and as a result of intensive, arm's length negotiations between Class Counsel and Defendants, including three day long settlement conferences before former Magistrate Judge Joel Rosen, 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 Plan and Class Notice, which provided Settlement Class Members notice of the proposed settlement. The Notice Plan provided an opportunity for class members to file objections to the Settlement, and an opportunity to opt-out of the Settlement.

4. As of the deadline for the filing of objections, only _____ objections were filed. Given the size of this Settlement, and the notice plan described above, this Court finds that the comparatively low number of objections is indicative of the fairness, reasonableness and adequacy of the Settlement with the Defendants.

5. The settling Parties have filed with the Court an affidavit from _____ declaring that the mailing of the Court-approved notice, consistent with the Notice Plan, has been completed.

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