

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JENNIFER REYNOLDS, Both Individually :
and on Behalf of a Class of Others :
Similarly Situated, ASHLEY MCCORMICK :
Both Individually and on Behalf of a :
Class of Others Similarly Situated, :
HERBERT CARTER, Both Individually :
and on Behalf of a Class of Others :
Similarly Situated, DEVON SHEPARD, :
Both Individually and on Behalf of a Class :
of Other Similarly Situated :
Plaintiffs :

v. :

1:CV-07-1688

THE COUNTY OF DAUPHIN :
Defendant :

(JUDGE VANASKIE)

ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND JUDGMENT

NOW, THIS 18th DAY OF DECEMBER, 2009, having conducted hearings on October 9, 2009, and December 18, 2009, in order 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 attorneys' fees and costs; and the Settlement Class Members being represented by Class Counsel and Defendants being represented by its attorneys; and having read and considered the Settlement Agreement, the Notice Plan, the Memoranda of Law submitted by Class Counsel, the Affidavits in Support of Incentive Awards to the Class Representatives and in Support of Application for Attorneys' Fees and Reimbursement of Expenses submitted by Class Counsel, the Notice of Revised Deadlines,

and the Affidavits of Joseph C. Fraga of the Garden City Group, Inc.; and having heard arguments from Class Counsel and the Defendant; and having considered the submissions by Class Members, THIS COURT, consistent with the opinion announced from the Bench at the conclusion of the December 18, 2009 hearing, now makes the following:

FINDINGS OF FACT

1. This action was commenced on September 16, 2007, as a class action.
2. After intensive litigation, including extensive discovery and motion practice, and as a result of intensive arm's length negotiations between Class Counsel and Defendant, including a mediation with Judith Meyers, Esq., 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 Defendant ("Settlement Agreement"). The resulting Settlement Agreement was preliminarily approved by the Court on April 8, 2009.
3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided Settlement Class Members notice of the proposed settlement. The Notice Plan provided an opportunity for Class Members to file objections to the Settlement, and an opportunity to opt out of the Settlement. As of the deadline for the filing of objections and requests for exclusion set forth in the Notice Plan, one objection was filed and no requests for exclusion were filed.

4. By Order dated October 29, 2009, the Court approved a Notice of Revised Deadlines, which provided Class Members who may not have received direct mail written Notice of the Settlement with such notice. The Notice of Revised Deadlines provided all Class Members with an extension of time to submit a Claim Form, and provided Class Members who may not have received mailed written Notice of the Settlement with additional time to exclude themselves from the Settlement or object to the Settlement. As of the deadline for the filing of objections and requests for exclusion set forth in the Notice of Revised Deadlines, no requests for exclusion were received and no additional objections were made.

5. Given the size of this Settlement, the Notice Plan, and Revised Notice of Settlement described above, this Court finds that the submission of only one objection to the settlement, which concerned a reversionary clause that will not be triggered, is indicative of the fairness, reasonableness and adequacy of the Settlement with Defendant.

6. The settling parties have filed with the Court two affidavits from Joseph C. Fraga declaring that the mailing of the Court-approved notice, consistent with the Notice Plan and the Notice of Revised Deadlines, has been completed.

7. The Court finds that the published notice, mailed notice, and Internet posting constitute the best practicable notice of the Fairness Hearing, proposed Settlement, Class Counsels' 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 Pennsylvania, and any other applicable law.

8. Any persons who wished to be excluded from this action were provided an opportunity to "opt out" pursuant to the Notice, but no persons excluded themselves.

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

10. 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 Plaintiffs' Class Counsels' 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.

11. 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 Defendant in this case, pursuant to Rule 23 of the Federal Rules of Civil Procedure. There are a number of factors which the Court has considered in affirming this Settlement, including:

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

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

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 Defendant.

12. Class Counsel submitted to the Court and served on the Defendant their application for reasonable attorneys' fees, costs, and expenses consistent with the terms of the Settlement Agreement. This Court has considered Class Counsels' request and hereby grants an award of fees in the amount of twenty-five percent (25%) of the gross settlement amount, and an award of all expenses incurred.

13. 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, THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

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

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

All person who have been placed into the custody of the Dauphin County Prison after being charged with misdemeanors, summary offenses, violations of probation or parole or intermediate punishment, civil commitments, or minor crimes and were strip searched upon their entry into the Dauphin County Prison pursuant to the policy, custom and practice of the County of Dauphin. The class period commences on September 16, 2005, and extends to March 12, 2008. Specifically excluded from the class are Defendants and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees.

16. 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.

17. The Settlement Class Representatives, Jennifer Reynolds and Ashley McCormick, are entitled to and are each hereby awarded a payment of \$15,000, and Class Representative Devon Shepard is awarded a payment of \$10,000. These awards are in recognition of the efforts the Class Representatives undertook in connection with this lawsuit. All Class Members

who have made claims on the settlement are entitled to receive their pro rata share of the settlement fund after deduction of administrative expenses, attorneys' fees and expenses, and incentive awards.

18. Class Counsel are qualified, experienced, and have aggressively litigated this case, thereby demonstrating their adequacy as counsel for the Settlement Class. Alan M. Ross, Esquire of the Law Offices of Alan M. Ross, Esquire; Elmer Robert Keach, III, Esquire, of the Law Offices of Elmer Robert Keach, III, PC; Charles J. LaDuca, Esquire, and Alexandra C. Warren, Esquire, of Cuneo Gilbert & LaDuca, LLP; Gary Mason, Esquire, of The Mason Law Firm; and Daniel C. Levin, Esquire, of Levin Fishbein Sedran & Berman, are hereby appointed as Counsel for the Settlement Class.

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

20. The Court finds that an amount of attorneys' fees in the amount of twenty-five percent (25%) of the gross settlement is reasonable under the circumstances of this case.

s/ Thomas I. Vanaskie
Thomas I. Vanaskie
United States District Judge