

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

LAZARO SANCHEZ, both individually	:	
and on behalf of a class of others similarly	:	
situated,	:	Civil Action Number:
	:	2:15-CV-3391 (LDW)
Plaintiff,	:	
	:	
v.	:	
	:	
ESSEX COUNTY,	:	
	:	
Defendant.	:	

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

THIS CASE coming on for hearing before the Honorable Magistrate Judge Leda D. Wettre on June 22, 2020, pursuant to this Court’s Order of January 2, 2020, 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 Class Members being represented by Class Counsel and Defendant being represented by its attorneys;

AND THE COURT having read and considered the Settlement Agreement, the Notice Plan, the Memorandum of Law submitted by Class Counsel and the Certification of Elmer Robert Keach, III, one of the Class Counsel, in support of the Settlement, having received evidence at the hearing, having heard arguments from Class Counsel and the Defendant, and having considered all matters heretofore had in this case, now makes

the following findings:

FINDINGS OF FACT

1. This action was commenced on May 15, 2015, as a class action.
2. After the over four years of litigation, including dispositive and class certification motion practice and an intensive, arm's length negotiations between Class Counsel and Defendant, including numerous settlement conferences before the undersigned, 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 January 2, 2020.
3. As part of the Order Granting Preliminary Approval, this Court approved a proposed Notice Plan and Class Notice, which provided 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, zero objections were filed. Furthermore, no objections were made before or at the June 22, 2020 fairness hearing. Given the size of this Settlement, and the Notice Plan described above, this Court finds that the lack of objections is indicative of the fairness, reasonableness and adequacy of the Settlement with the Defendants.
5. Class Counsel has filed with the Court an affidavit from the Settlement Administrator declaring that the mailing of the Court-approved notice, consistent with the Notice Plan, has been completed. Additionally, Class Counsel has evidenced the establishment of the Court-approved settlement website, publication of notice in the news

media, and a broadcast campaign on television and Facebook, which class counsel paid for themselves to facilitate additional notice efforts.

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

7. Any persons who wished to be excluded from this action were provided an opportunity to "opt-out" pursuant to the Notice. Six individuals opted out of the settlement.

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

9. Any Class Member who did not timely file and serve an objection in writing to the Settlement Agreement, to the entry of Final Order and Judgment, or to Class Counsel's application for fees, costs, and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order Granting Preliminary Approval of Settlement, is deemed to have waived any such objection by appeal, collateral attack, or otherwise. No individuals filed an objection.

10. On the basis of all of the issues in this litigation, and the provisions of the

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

- a. The liability issues in this case have been vigorously contested.
- b. This Settlement has the benefit of providing relief to Class Members now, without further litigation, under circumstances where the liability issues are still vigorously contested among the parties to this litigation and among the parties to the individual litigation. This Settlement provides Class Members with a substantial monetary benefit.
- c. This Settlement is clearly a product of hard-fought litigation between the parties, and not a result of any collusion on the part of Class Counsel or Counsel for the Defendants.

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

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

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

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

All detainees who were placed into the custody of the Essex County Correctional Facility after being charged with non-indictable offenses such as summary violations, violations of probation for non-indictable crimes, traffic infractions, civil commitments or other minor crimes, including failure to pay fines, and were strip searched upon their entry to the Essex County Correctional Facility. Specifically excluded from the class are Defendant and any and all of their respective affiliates, legal representatives, heirs, successors, employees or assignees. The Class Period commences on May 15, 2013, and ends on January 1, 2018.

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

15. The Settlement Class Representative, Lazaro Sanchez, is entitled to and is hereby awarded a payment of \$20,000, in recognition of the efforts he undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their Settlement payment after administrative expenses, attorneys' fees and expenses, and incentive awards are deducted from the Settlement fund.

16. Class Counsel are qualified, experienced, and have aggressively litigated this case, thereby demonstrating their adequacy as counsel for the Settlement Class. Charles J. LaDuca, Esquire, and Alexandra Warren, Esq, of Cuneo Gilbert & LaDuca, LLP, Washington, DC; Elmer Robert Keach, III, of the Law Offices of Elmer Robert

Keach, III, Albany, New York; and Lawrence Friscia of Friscia & Associates, Newark, New Jersey, are hereby appointed as Counsel for the Settlement Class. 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 Counsel's request and hereby grants the request. The Court finds that final approval of attorneys' fees and expenses in the amount of \$800,000 is warranted as demonstrated by the Certification of Elmer Robert Keach, III.

17. The Court finds that the payment of the incurred and anticipated expenses of the Settlement Administrator as set forth in the Certification of Elmer Robert Keach, III is reasonable and justified.

18. 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.

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

1. The motion for Final Approval of the proposed Settlement is GRANTED.
2. The Class Representative, Lazarro Sanchez, is entitled to and is hereby awarded a payment of \$20,000, subject to the terms of the Settlement, in recognition of the efforts he undertook in connection with this lawsuit. All Class Members who have made claims on the settlement are entitled to receive their share of the Settlement Fund after administrative expenses, attorneys' fees and expenses, and the incentive award are

deducted from the fund.

3. The Class Counsel's application for attorneys' fees and expenses is granted in the amount of \$800,000, and the Settlement Administrator is ordered upon Final Approval to pay such amounts to Charles J. LaDuca of Cuneo Gilbert & LaDuca, LLP for disbursement to the Class Counsel's law firms.

4. The costs and expenses incurred to date or hereafter incurred for finalization of the Settlement by the Settlement Administrator, but not to exceed \$300,000 without leave of Court and subject to approval by Class Counsel and Defendant, are granted for payment and the Settlement Administrator can disburse to itself from the Settlement funds such funds, upon approval by Class Counsel and Defendant.

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

6. All Class Members who have not timely filed an opt-out request are barred and enjoined from commencing and/or prosecuting any claim or action against the Defendant. Any Class Member who has not timely filed a request to exclude himself or herself shall be enjoined from initiating and/or proceeding as a class action in any forum.

IT IS SO ORDERED.

Dated: 6/22/2020



The Honorable Leda D. Wettre
United States Magistrate Judge

The Clerk of Court is directed to terminate the motion at ECF No. 146.