

OLIVER T. BARRY, ESQUIRE
Attorney ID # 082282013
BARRY, CORRADO & GRASSI, P.C.
2700 Pacific Avenue
Wildwood, New Jersey 08260
(P) (609) 729-1333 (F) (609) 522-4927
obarry@capelegal.com
Attorneys for Plaintiffs Brown, et al.

TAMASA NOBLES, et al.,
Plaintiffs,
v.
WILLIAM ANDERSON, et al.,
Defendants.
MARIANNE BROWN, et al.,
Plaintiffs,
v.
STATE OF NEW JERSEY DEPARTMENT
OF CORRECTIONS, et al.,
Defendants

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-145-19

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-76-19

**NOTICE OF MOTION TO ENFORCE
LITIGANTS' RIGHTS**

TO: Mauro Tucci, Esquire
Chiesa Shahinian & Giantomasi, PC
One Boland Drive
West Orange, NJ 07052
Attorneys for Defendants

Martin Schrama, Esquire
Stefanie Colella-Walsh, Esquire
Stark & Stark
993 Lenox Drive, Building 2
Lawrence Township, NJ 08648
Co-Counsel for plaintiffs Brown, et al.

Mark Frost, Esquire
Mark Frost & Associates
1515 Market Street, Suite 1300
Philadelphia, PA 19102
Attorneys for plaintiff Morales, et al. and Co-Counsel for
plaintiff Nobles, et al.

Shauna Friedman, Esquire
Gerald Williams, Esquire
Williams Cedar, LLC
1515 Market Street, Suite 1300

Philadelphia, PA 19102
Co-Counsel for plaintiff Nobles, et al.

PLEASE TAKE NOTICE that on May 13, 2022, or as soon thereafter as counsel may be heard, the undersigned, attorney for plaintiff, will move before the above named Court at the Hunterdon County Courthouse located at 65 Park Avenue, Flemington, NJ 08822, for an order to Enforce Litigants' Rights, direct immediate payment of tier 1 class awards pursuant to the settlement agreement, direct the State to produce a designee(s) to appear and show cause why it should not be held in contempt, and for appropriate sanctions.

Reliance will be placed on Plaintiff's supporting certification and brief attached hereto. Pursuant to R. 1:6-2(a), a proposed form of the Orders are attached. Oral argument is not requested unless the motion is opposed.

BARRY, CORRADO & GRASSI, P.C.
Attorneys for Plaintiffs Brown, et al.



By: _____

Oliver T. Barry, Esquire

Dated: April 20, 2022

OLIVER T. BARRY, ESQUIRE
Attorney ID # 082282013
BARRY, CORRADO & GRASSI, P.C.
2700 Pacific Avenue
Wildwood, New Jersey 08260
(P) (609) 729-1333 (F) (609) 522-4927
obarry@capelegal.com
Attorneys for Plaintiffs Brown, et al.

TAMASA NOBLES, et al.,
Plaintiffs,
v.
WILLIAM ANDERSON, et al.,
Defendants.
MARIANNE BROWN, et al.,
Plaintiffs,
v.
STATE OF NEW JERSEY DEPARTMENT
OF CORRECTIONS, et al.,
Defendants

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-145-19

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-76-19

CERTIFICATION OF COUNSEL

I, Oliver T. Barry, hereby certify as follows:

1. I am an attorney at law licensed to practice in the State of New Jersey and a member of the firm of Barry, Corrado & Grassi, P.C., who represent the plaintiff.
2. This consolidated matter consists of two overlapping class actions, Brown v. State of New Jersey Department of Corrections, HNT-L-76-19 and Nobles v. Anderson, HNT-L-145-19.
3. The parties reached a settlement through mediation with the Honorable Diane Welsh, U.S.M.J. (ret.) on March 30, 2021.
4. The Court entered an Order of Preliminary Approval of the settlement on July 21, 2021. See Preliminary Approval Order, Attached as Exhibit A.

5. The Court entered an Order of Final Approval of the settlement on November 19, 2021. See Final Approval Order, Attached as Exhibit B.
6. The Final Approval Order incorporates the Master Settlement Agreement ("MSA") and Amendment to Master Settlement Agreement ("AMSA"), which govern the terms of the settlement and set deadlines for certain events and actions. See MSA, Attached as Exhibits C and See AMSA, Attached as Exhibit D.
7. Pursuant to the terms of the MSA and AMSA, the claims period expired on January 9, 2022. See AMSA Exhibit D, at paragraph number 2, Section 1(A) defining "Claims Deadline".
8. The first payment milestone under this agreement was the payment of class counsel attorneys' fees, which were due on February 9, 2022. See AMSA Exhibit D, at paragraph number 14, Section (III)(D) governing "Attorneys' Fees".
9. As the Court is aware, the State failed to meet this payment milestone, resulting in plaintiffs' counsel seeking court intervention. See Letters to Honorable Michael F. O'Neill dated February 15, 2022 and February 23, 2022, Attached as Exhibit E.
10. Based on the prior blithe disregard for the deadlines set forth in the MSA and AMSA, Plaintiff counsel feared "defendant may take the same approach to upcoming

obligations to issue payment to the class". See Exhibit E, at p.2.

11. During the subsequent conference with this Court to discuss the State's prior delinquent payment, class counsel raised this concern and defense counsel represented that they foresaw no reason why the State would not meet upcoming deadlines.
12. Unfortunately, the State has again failed to honor settlement deadlines and has failed to issue payment of tier 1 class awards.
13. The Final Approval Order calls for the first class payments by the State to be the issuance of tier 1 claim awards. See MSA Exhibit C, Section (III) (A) (1), Tier 1 Claims Compensation.
14. The Master Settlement Agreement provides in Section (III) (A) (1) that payment for tier 1 is to be made "by the later of (i) 90 days after the Claims Deadline; (ii) 30 days after the Final Approval Order; or (iii) 30 days after calculation of Tier 1 Compensation is provided to Defendants." Ibid.
15. On January 24, 2022, this class action settlement was finalized when the State did not void the Settlement and the Settlement Agreement within thirty (30) days of the Opt-

Out/Objection Deadline. See AMSA Exhibit D, paragraph 13 (Modifying AMA Section (III) (C) (4)).

16. The MSA Section III(A)(1)(iii) calculation of tier 1 compensation, based on the length of incarceration, was completed by the Settlement Administrator on March 4, 2022. See Email from Administrator, Attached as Exhibit F.
17. The operative date for payment pursuant to Section (III) (A) (1) of the Master Settlement Agreement was April 11, 2022, or 90 days after the Claims Deadline, the later of the three possible dates.
18. On the date of this deadline, class counsel e-mailed Mauro Tucci to confirm that payments were being timely made for the Tier 1 class members. See Friedman E-Mail dated April 11, 2022, Attached as Exhibit G.
19. I was advised by co-class counsel Shauna Friedman, Esquire on April 11, 2022 that having received no response to her e-mail, she called defense counsel and was then informed for the first time that NJDOC had not issued tier 1 payments purportedly because it did not have claimants' social security numbers and had therefore not run any lien searches.
20. On April 12, 2022, class counsel emailed defense counsel to confirm the NJDOC's failure to issue timely payment in

writing. See Friedman Email dated April 12, 2022, Attached as Exhibit H.

21. Defense counsel responded to this email, stating that NJDOC was in fact not in breach of the settlement because, essentially, its own failure to conduct timely lien searches rendered the deadlines in the MSA and AMSA moot. See Tucci Response Email dated April 12, 2022, Attached as Exhibit I.
22. In anticipation of this apparent forthcoming application, defense counsel filed a correspondence with the court electronically, notifying the court that the NJDOC had failed to issue tier 1 payments but protesting that the NJDOC was not in breach. See Tucci April 13, 2022 Filed Correspondence, Attached as Exhibit J.
23. It appears that the basis of NJDOC's position is that no deadlines apply unless and until it conducts lien searches, which it has been unable to do because it lacks the full social security numbers of the claimants. Ibid.
24. The failure of the NJDOC to timely conduct lien or judgment searches does not excuse its violation of the terms of the settlement agreement and this Court's Final Approval Order.
25. Contrary to the assertions of NJDOC, full social security numbers are not necessary to conduct a search for judgments or liens.

26. By way of example, obtaining a New Jersey child support judgment search from Charles Jones does not require social security numbers for the potential delinquent party for whom the child support search is being conducted. The social security may be provided, but it is optional. Rather only the last 4 digits are required. See Sample Charles Jones Child Support Search Application, Attached as Exhibit K.
27. Additionally, judgment searches may be conducted through the state judiciary's internal database with as little data as a name with additional identifying information being used to confirm if the results are accurate for the intended individual. See <https://portal.njcourts.gov/webe4/JudgmentWeb/jsp/judgmentSearch.faces>
28. The NJDOC specifically, and the State generally, are independently in possession of some of the claimants' full social security numbers as part of inmate classification files.
29. And critically, they are in possession of the last 4 digits of all claimants' social security numbers by virtue of the mutually agreed upon and court-approved claims forms. See Supplemental Notice - Claim Not Filed, Claim Form pages 5-6, Attached as Exhibit L.

30. The terms of this settlement agreement were fully debated and discussed. Thereafter, the State actively participated in the creation of the claim form, which all claimants were required to fill out to opt into this class settlement. This claim form only asks for the last four (4) digits of the social security number. Ibid.
31. Before the claim forms were sent to all of the several thousand potential class members, and before the Court approved the issuance of the claim form, the State had ample opportunity to identify if it wished to obtain any additional information to help perform the lien and judgment searches, which they failed to do.
32. Further, the State waited until the expiration of the class action settlement payment deadline to inform class counsel or the Court of this issue.
33. The State has failed to provide any evidence that full social security numbers were required to timely perform their lien searches to secure payment of their liens.
34. Finally, the State does not address why they have not made any timely tier 1 payment to any class member as a large number of tier 1 claimants are protected from the terms of the MSA from state liens against their recovery.

35. The terms of the MSA prohibit the state from reducing any claimants' award below that number based on liens. See Exhibit C, at (III) (A) (7).
36. The State's communications and submissions appears to indicate it intends to conduct lien searches on claimants whose awards are under \$2,000, which is at best unnecessary and at worst indicative that it intends to ignore the protection provided for in Section (III) (A) (7) of the MSA.
37. The State also fails to explain why social security numbers for any tax form ("1099") would need to be obtained prior to a class member's payment from the State.
38. Putting aside the issue of taxability generally, even if 1099 forms are appropriate there is no authority that they be provided prior to or contemporaneously with payment.
39. The State has once again failed to meet its obligations without prior notice or reasonable justification.
40. As per their plain language, the MSA and AMSA, as incorporated in the Final Approval Order, are all enforceable in accordance with R. 1:10-3.
41. By failing to comply with the MSA and AMSA, as incorporated in the Final Approval Order of this Court, the Defendant is now in contempt of a court order.

42. Class counsel has received a multitude of telephone calls and other communications from class members who are alarmed that they have not received claim awards as anticipated.
43. Class counsel has also met with each other to discuss the issues surrounding no class settlement payments and future class counsel action and has conferred with defense counsel on the issue of the lack of any tier 1 payments to date.
44. Class counsel has expended and expects to expend significant additional time and expense based on the State's breach of the settlement agreement and their failure to issue timely payment to the class.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

BARRY, CORRADO & GRASSI, P.C.



Oliver T. Barry, Esquire

Dated: April 20, 2022

Attorneys for Plaintiffs Brown, et al.

OLIVER T. BARRY, ESQUIRE
Attorney ID # 082282013
BARRY, CORRADO & GRASSI, P.C.
2700 Pacific Avenue
Wildwood, New Jersey 08260
(P) (609) 729-1333 (F) (609) 522-4927
obarry@capelegal.com
Attorneys for Plaintiff Brown, et al.

TAMASA NOBLES, et al., Plaintiffs, v. WILLIAM ANDERSON, et al., Defendants.
MARIANNE BROWN, et al., Plaintiffs, v. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-145-19

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-76-19

BRIEF

Plaintiffs move, individually and on behalf of those similarly situated, for an Order Enforcing Litigants' Rights pursuant to R. 1:10-3 directing immediate payment of tier 1 class awards pursuant to the settlement agreement, directing the State to produce a designee(s) to appear and show cause why it should not be held in contempt and assessed appropriate sanctions accordingly.

I. FACTUAL HISTORY

This consolidated matter consists of two overlapping class actions, Brown v. State of New Jersey Department of Corrections, HNT-L-76-19 and Nobles v. Anderson, HNT-L-145-19. Plaintiffs brought claims under the New Jersey Law Against Discrimination

("LAD"), N.J.S.A. 10:5-12, *et seq*, for hostile environment sexual abuse at the Edna Mahan Correctional Facility for Women ("EMCFW") in Hunterdon County, New Jersey.

After years of litigation, the parties reached a global settlement through mediation with the Honorable Diane Welsh, U.S.M.J. (ret.) on March 30, 2021. The Court entered an Order of Preliminary Approval of the settlement on July 21, 2021. See Preliminary Approval Order, Attached as Exhibit A. The Court entered an Order of Final Approval of the settlement on November 19, 2021. See Final Approval Order, Attached as Exhibit B.

The Final Approval Order incorporates the Master Settlement Agreement ("MSA") and Amendment to Master Settlement Agreement ("AMSA"), which govern the terms of the settlement and set deadlines for certain events and actions. Ibid.

Pursuant to the terms of the MSA and AMSA, the claims period expired on January 9, 2022. (Providing for the claims period to expire 51 days from the date of the November 19, 2021 Final Approval Order). The settlement achieved finality on February 10, 2022, when the deadline for NJDOC to repudiate the agreement expired. See MSA Exhibit C, Section (III) (C) (4).

Pursuant to the class settlement, the class is separated into 3 tiers of claimants. Tiers 2 and 3 are subject to review by a Special Master, which are ongoing. See MSA Exhibit C, Section

(III) (A) (2) and (3), and See AMSA Exhibit D, Section 10 and 11. Tier 1 awards are based on objective calculations depending on the length of a claimant's incarceration at EMCFW and are paid first under the settlement agreement. See MSA Exhibit C, Section (III) (A) (1).

The Master Settlement Agreement provides in Section (III) (A) (1) that payment for tier 1 is to be made "by the later of (i) 90 days after the Claims Deadline; (ii) 30 days after the Final Approval Order; or (iii) 30 days after calculation of Tier 1 Compensation is provided to Defendants by the Settlement Administrator." Ibid. The calculation of tier 1 compensation, based on the length of incarceration, was completed by the Settlement Administrator and sent to NJDOC on March 4, 2022. See Email from Administrator Exhibit F. Thirty days from that was April 2, 2022. Thirty days after the Final Approval Order of November 19, 2021 is Sunday, December 19, 2021. Ninety (90) days from the claim deadline was April 10, 2021. Accordingly, the deadline for the issuance of tier 1 claims was the later date of April 10, 2021.¹

NJDOC was required to issue awards for Tier 1 claimants on or before April 11, 2022. NJDOC has failed to do so and is in breach

¹ Because this date falls on a Sunday, the operative deadline was April 11, 2022.

of the settlement agreement.

As described in more detail in counsel's certification in support of this motion, this is the NJDOC's second failure and breach of a payment deadline in this matter.

II. LEGAL ARGUMENT

The Court must enter an Order Enforcing Litigants Rights because Defendant has repeatedly disregarded the settlement deadlines in this matter and judicial intervention is necessary to protect the rights of the class members.

R. 1:10-3 provides, in pertinent part, that:

"Notwithstanding that an act or omission may also constitute a contempt of court, a litigant in any action may seek relief by application in the action. A judge shall not be disqualified because he or she signed the order sought to be enforced. If an order entered on such an application provides for commitment, it shall specify the terms of release provided, however, that no order for commitment shall be entered to enforce a judgment or order exclusively for the payment of money, except for orders and judgments based on a claim for equitable relief including orders and judgments of the Family Part and except if a judgment creditor demonstrates to the court that the judgment debtor has assets that have been secreted or otherwise placed beyond the reach of execution. The court in its discretion may make an allowance for counsel fees to be paid by any party to the action to a party accorded relief under this rule. In family actions, the court may also grant additional remedies as provided by R. 5:3-7. An application by a litigant may be tried with a proceeding under R. 1:10-2(a) only with the consent of all parties and subject to the provisions of R. 1:10-2(c)."

The rule "allows a court to enter an order to enforce litigant's rights commanding a disobedient party to comply with a prior order"

and assess appropriate sanctions. Milne v. Goldenberg, 428 N.J. Super. 184, 198 (App. Div. 2012) (stating "[o]nce the court determines the non-compliant party was able to comply with the order and unable to show the failure was excusable, it may impose appropriate sanctions ... Sanctions under Rule 1:10-3 are intended to coerce a party's compliance.").

The deadline for the payment of tier 1 awards to the class was April 11, 2022. On that date, class counsel Shauna Friedman was informed for the first time by defense counsel that NJDOC had not issued tier 1 payments. The explanation given was that the state had failed to perform any lien searches on the claimants, which it had the option to do and make appropriate deductions under the settlement agreement.

On April 12, 2022, class counsel emailed defense counsel to confirm the NJDOC's failure to issue timely payment in writing. See Friedman Email, Attached as Exhibit H. Defense counsel responded that NJDOC was in fact not in breach of the settlement arguing, essentially, that its own failure to conduct timely lien searches rendered the deadlines in the MSA and AMSA moot. See Tucci Email, Attached as Exhibit I.

In anticipation of the instant application, defense counsel filed a correspondence notifying the court that the NJDOC had failed to issue tier 1 payments but protesting that the NJDOC was

not in breach. See Tucci Correspondence, Attached as Exhibit J.

Defendant asserts that it was unable to issue timely payments because it failed to gather claimants' full social security numbers, which it says are necessary for it to issue class settlement payments, because Defendant needs to run lien searches on claimants before issuing payment and because Defendant needs to issue IRS-1099 forms with any award.

These are not legitimate bases to disregard the terms of the MSA and AMSA.

First, full social security numbers are not necessary to search for judgments, debts, or liens. By way of example, Charles Jones searches for child support judgments require only a name and the last four digits of a social security number. By virtue of the claims forms, Defendant is in possession of that information for all claimants. Furthermore, Defendant is already in possession of social security numbers of some of the claimants through their inmate classification file.

And finally, there is no requirement for the NJDOC to issue 1099 forms to claimants and, even if there was, there is no requirement that the forms be issued contemporaneously with payment.

Defendant is in violation of the settlement terms set forth in the MSA and AMSA.

Defendant asserts that it is not in breach because its failure to conduct timely lien searches means that nothing is finalized and no deadlines thus apply. This argument finds no purchase in the language of the MSA, AMSA, or common sense.

The deadline for the payment of tier 1 awards is triggered, not be the completion of any lien searches or internal deductions by Defendant, but by the later of calculation of (i) 90 days after the Claims Deadline; (ii) 30 days after the Final Approval Order; or (iii) 30 days after calculation of Tier 1 Compensation is provided to Defendants by the Settlement Administrator.

In its correspondence to this Court, NJDOC asserts that it has not received the calculation of tier 1 compensation from the administrator. This is not correct.

The Settlement Administrator, Postlethwaite & Netterville, previously requested and received data on the length of incarceration of the claimants from NJDOC to begin calculating the tier 1 awards. It completed its calculation of tier 1 awards and provided them to NJDOC on March 4, 2022. See Email from Administrator Exhibit F.

Accepting the state's assertion that nothing is triggered until it completes lien searches, which are not mandatory under the agreement and for which no deadlines apply, would render all other remaining deadlines in the agreement moot. All remaining MSA

and AMSA deadlines would become entirely speculative. Defendant could theoretically never conduct any lien search and never issue payment and yet would not be in breach of the settlement.

"It is well settled that '[c]ourts enforce contracts based on the intent of the parties, the express terms of the contract, surrounding circumstances and the underlying purpose of the contract.'" Barila v. Cliffside Park, 241 N.J. 595 (2020) (internal citations omitted).

The express terms of the contract dictate that the applicable payment deadline is triggered by the administrator providing calculation of tier 1 payment amounts. Accepting NJDOC's argument would have the effect of rendering remaining deadlines in the MSA and AMSA meaningless, because NJDOC could indefinitely delay payment by not conducting lien and judgment searches and yet would not be in violation of the settlement agreement. See Hubbard v. Reed, 168 N.J. 387 (2001) (quoting Turner v. First Union Nat'l Bank, 162 N.J. 75, 84 (1999) (stating that even where a literal reading would lead to a certain result it should be disregarded if such a result is absurd)).

While NJDOC is permitted per the MSA and AMSA agreement to conduct lien searches and, within certain limitations, deduct liens and debts owed the State from the award, it is not mandatory or required that it do so. It has failed to do so.

The fact that Defendant has not timely obtained lien information does not negate Defendant's responsibility to make timely tier 1 payments pursuant to the settlement agreement. Indeed, as claimants receiving an award under \$2,000 are exempt from deductions for liens pursuant to the MSA lien searches are wholly superfluous for a large number of tier 1 claimants.

It is also a fact that the NJDOC had sufficient information from the claim forms that have been provided to conduct lien and judgment searches for those with awards over the \$2,000 threshold.

Contrary to the State's assertion, a full social security number is not necessary to conduct a lien or judgment search. The claim form, which was reviewed and approved of by the State, requires claimants to provide, among other information, their: (1) name; (2) date of birth; and (3) the last four digits of their social security number. See Supplemental Notice - Claim Not Filed, Claim Form pages 5-6, Attached as Exhibit L. That is more than sufficient information to obtain lien and judgment information. See, e.g. Blank Charles Jones Application, Attached as Exhibit L.

Additionally, the Department of Corrections maintains inmate classification files that contain, among other information, social security numbers for some, if not all, incarcerated individuals. As the qualifying element for inclusion in the subject class is incarceration in the Edna Mahan Correctional Facility for Women,

Defendant has always possessed the social security numbers for some of the claimants. That it has failed to access said information and use it is of no moment to its payment milestone obligations under the settlement agreement.

Finally, there is no requirement that NJDOC issue 1099 Forms to class claimants or that they do so contemporaneous with the issuance of class settlement payments. Because the NJDOC already possess some of the claimants' social security numbers this is a moot issue for some. But regardless, it cannot serve as an independent basis for the NJDOC to violate the terms of the settlement in this matter. Pursuant to the terms of the class settlement agreement, payment to tier 1 claimants were to be made by April 11, 2022. If NJDOC wants to later issue 1099 Forms, they are free to do so at some later time and at their own expense.

The NJDOC failed to issue settlement payments to tier 1 claimants by April 11, 2022 and is once again in breach of the terms of the court approved settlement in this matter. Plaintiffs move on behalf of themselves and those similarly situated for an Order enforcing litigants' rights pursuant to R. 1:10-3 requiring NJDOC to immediately issue the required payments and requiring NJDOC to produce a designee to give testimony as to why it should not be held in contempt and face appropriate sanction. See, e.g. Gascho v. Global Fitness Holdings, LLC, 875 F.3d 795, 798 (6th

Cir. 2017) (Discussing use of civil contempt remedy for failure to make payment of attorneys' fees pursuant to court-approved class action settlement).

Defendant State of New Jersey has thus far failed to adhere to multiple milestone deadlines set forth in the Final Approval Order. Previously, Defendant failed to meet the milestone deadline for the payment of counsel fees. Rather than resort to motion practice, class counsel requested, and the court conducted a management conference. At that time, class counsel expressed concern that the NJDOC's lack of apparent attention to or care for its settlement obligations may impact its future obligations to issue timely payment to the class. NJDOC assured class counsel and this Court that they were hard at work and that there was no reason to think they would not meet their settlement obligation.

The NJDOC has failed to meet its deadline payment obligations pursuant to the settlement agreement. It is axiomatic that when dealing with the public, government must "turn square corners." F.M.C. Stores Co. v. Borough of Morris Plains, 100 N.J. 418, 426 (1985) (citing Gruber v. Mayor and Tp. Com. of Raritan Tp., 73 N.J. Super. 120 (App. Div.), aff'd., 39 N.J. 1 (1962)). And the repeated failures of the NJDOC to meet its milestone obligations demonstrates an attitude towards its settlement obligations of impunity to any penalty or consequence for disregarding them.

R. 1:10-1 provides, in pertinent part, that, “[a] judge conducting a judicial proceeding may adjudicate contempt summarily without an order to show cause if:

(a) the conduct has obstructed, or if continued would obstruct, the proceeding;

(b) the conduct occurred in the actual presence of the judge, and was actually seen or heard by the judge;

(c) the character of the conduct or its continuation after an appropriate warning unmistakably demonstrates its willfulness;

(d) immediate adjudication is necessary to permit the proceeding to continue in an orderly and proper manner; and

(e) the judge has afforded the alleged contemnor an immediate opportunity to respond.

The order of contempt shall recite the facts and contain a certification by the judge that he or she saw or heard the conduct constituting the contempt and that the contemnor was willfully contumacious. Punishment may be determined forthwith or deferred. Execution of sentence shall be stayed for five days following imposition and, if an appeal is taken, during the pendency of the appeal, provided, however, that the judge may require bail if reasonably necessary to assure the contemnor's appearance.

Non-payment of tier 1 awards is an obstruction of the class action settlement. This Court is now aware of the failure to make timely tier 1 settlement payments. The repeated failure to comply with settlement deadlines is of such a character to demonstrate willfulness to not comply with settlement deadlines and terms of the settlement order. Immediate adjudication is required to protect the interests of the class. And the instant application, attendant argument, and the request for a designee to appear and

show cause why Defendant should not be held in contempt and this afford a sufficient opportunity to respond.

Without any consequence for such misconduct, Plaintiffs submit that contractual and court-ordered obligations are rendered meaningless. A right requires a remedy to have substantive meaning and validity. And the benefit of the settlement in this matter, the terms of which affect hundreds of aggrieved women who have already suffered greatly at the hands of Defendant, require no less.

III. CONCLUSION

Accordingly, Plaintiffs request that the Court enter an Order Enforcing Litigants' Rights directing that the Defendant immediately issue tier 1 awards pursuant to the settlement agreement and direct Defendant to produce a designee to show cause why it should not be held in contempt and assessed appropriate sanctions.

Respectfully Submitted,
BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink that reads "Oliver T. Barry". The signature is written in a cursive style and is positioned above a horizontal line.

Oliver T. Barry, Esquire
Attorneys for Plaintiffs Brown, et al.

Dated: April 20, 2022

EXHIBIT A

<p>A.F. and M.D., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-359-17 Civil Action</p>
<p>MARIANNE BROWN, et al., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-76-19</p>
<p>TAMASA NOBLES, et al., Plaintiffs, vs. WILLIAM ANDERSON, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-145-19</p>

~~Proposed Form of Order~~

THIS MATTER having been opened to the Court by proposed Class Counsel for Plaintiffs in the above-captioned actions, and Oliver Barry, Esq., of the firm of Barry, Corrado, & Grassi, P.C.; Martin Schrama, Esq., and Stefanie Colella-Walsh, Esq., of the firm of Stark & Stark, P.C.; Mark Frost, Esq., of the firm of Mark Frost and Associates; and Gerald Williams, Esq., of the firm of Williams Cedar, LLC; appearing, on application for approval of the settlement reached by the

parties in the above-captioned actions, and issuance of an Order approving the proposed form of Notice and setting a date for the Final Approval Hearing in order to: 1) provide opportunity for any properly made objections to be heard; 2) certify the proposed settlement Classes and appoint Plaintiffs as Class Representatives; 3) appoint Class Counsel; 4) grant final approval of the proposed Master Settlement Agreement (“MSA”); 5) award attorneys’ fees and expenses to Class Counsel and an incentive award to the Class Representatives; and 6) dismiss this action with prejudice; and the Court having reviewed and considered all moving papers, and for good cause having been shown;

IT IS on this 1st day of July , 2021, **ORDERED:**

THAT the Master Settlement Agreement reached by the parties be and is hereby preliminarily approved;

THAT the proposed form of Notice submitted by the parties be and is hereby approved and shall be served upon the potential Class Members and published as set forth in the MSA, within 30 days of the entry of this Order;

THAT a hearing shall be scheduled for on the 15th day of October , 2021, at 1:30 p.m., o’clock, .m., before the Court in order to:

- 1) provide opportunity for any properly made objections to be heard;
- 2) certify the proposed settlement Classes and appoint Tamasa Nobles, Tawana Murphy, Linda Dougherty, Marianne Brown and Judith Vazquez as Class Representatives;
- 3) appoint Oliver Barry, Esq., Martin Schrama, Esq., Stefanie Colella-Walsh, Esq., Mark Frost, Esq., and Gerald Williams, Esq., as Class Counsel;
- 4) grant final approval of the proposed MSA;
- 5) award attorneys’ fees and expenses to Class Counsel and an incentive award to the Class

Representatives;

6) dismiss this action with prejudice; and

7) consider any other matters that may properly be brought before the Court;

THAT a copy of this Order shall be served all counsel via FedEx overnight delivery.

/s/ MICHAEL F. O'NEILL, J.S.C.

MICHAEL F. O'NEILL, J.S.C

_____ Opposed
 X
_____ Unopposed

EXHIBIT B

<p>A.F. and M.D., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-359-17 Civil Action</p>
<p>MARIANNE BROWN, et al., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-76-19</p>
<p>TAMASA NOBLES, et al., Plaintiffs, vs. WILLIAM ANDERSON, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-145-19</p>

FINAL APPROVAL ORDER

THIS MATTER having been opened to the Court by counsel for Plaintiffs in the above-captioned actions, and all of the parties appearing, through counsel, on application for final approval of the settlement reached by the parties in the above-captioned actions;

AND the Court having held a Final Approval Hearing and provided full opportunity for any properly-made objections to be heard;

AND the Court having weighed all of the applicable factors and found that the settlement is fair, reasonable, adequate, and in the best interests of the Class;

AND the Court having determined that the requirements of Rules 4:32-1, 4:32-2, and 4:32-3 have been satisfied, and for good cause having been shown;

IT IS on this 19th day of November, 2021,

ORDERED as follows:

1. The Master Settlement Agreement reached by the parties is hereby finally and fully approved. A copy of the Master Settlement Agreement and Amendment to the Master Settlement Agreement are attached and incorporated with this Order.
2. The settlement class set forth in the Master Settlement Agreement and Amendment to the Master Settlement Agreement is hereby certified.
3. The parties and all class members shall abide and be bound by the terms of the Master Settlement Agreement and Amendment to the Master Settlement Agreement.
4. Tamasa Nobles, Tawana Murphy, Linda Dougherty, Marianne Brown and Judith Vazquez are hereby appointed Class Representatives.
5. Oliver Barry, Esq., Martin Schrama, Esq., Stefanie Colella-Walsh, Esq., Mark Frost, Esq., and Gerald Williams, Esq. are hereby appointed Class Counsel.
6. Class Representatives are hereby awarded \$50,000.00 each as incentive awards, pursuant to the Master Settlement Agreement and Amendment to the Master Settlement Agreement.
7. Class Counsel be and are hereby awarded \$3,000,000 in total as expenses and attorneys' fees, pursuant to the Master Settlement Agreement and Amendment to the Master

Settlement Agreement.

8. This matter is dismissed with prejudice, except that the Court shall retain jurisdiction to enforce the Settlement.

9. A copy of this Order shall be served on all counsel via electronic filing.


HON. MICHAEL F. O'NEILL, J.S.C.

EXHIBIT C

<p>A.F. and M.D.,</p> <p style="padding-left: 40px;">Plaintiffs,</p> <p>vs.</p> <p>STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al.,</p> <p style="padding-left: 40px;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY</p> <p>DOCKET NO. HNT-L-359-17</p> <p>Civil Action</p>
<p>MARIANNE BROWN, et al.,</p> <p style="padding-left: 40px;">Plaintiffs,</p> <p>vs.</p> <p>STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al.,</p> <p style="padding-left: 40px;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY</p> <p>DOCKET NO. HNT-L-76-19</p>
<p>TAMASA NOBLES, et al.,</p> <p style="padding-left: 40px;">Plaintiffs,</p> <p>vs.</p> <p>WILLIAM ANDERSON, et al.,</p> <p style="padding-left: 40px;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY</p> <p>DOCKET NO. HNT-L-145-19</p>

SETTLEMENT AGREEMENT

Plaintiffs Tamasa Nobles, Tawana Murphy, Linda Dougherty, Marianne Brown and Judith Vazquez (collectively, the “Named Plaintiffs”) by and through their counsel, and defendants New Jersey Department of Corrections (“NJDOC”), William Anderson, Sarah Davis and Gary Lanigan (collectively, “Defendants”), hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of claims asserted against Defendants by the Named Plaintiffs and on behalf of

the Settlement Class (as defined herein).

WHEREAS, the Named Plaintiffs filed class actions captioned Nobles, et al. v. Anderson, et al., Docket No. HNT-145-19 (formerly MER-L-2644-17) (the “Nobles Action”) and Brown, et al. v. State of New Jersey Department of Corrections, Docket No. HNT-76-19 (formerly MER-503-18) (the “Brown Action”) against Defendants alleging a pattern and practice of sexual abuse and harassment of female inmates by NJDOC Staff at Edna Mahan Correctional Facility for Women (“EMCFW”) and that NJDOC administrators failed to prevent, halt or remedy such conduct from 2014 to present; and

WHEREAS, the Named Plaintiffs have claimed that Defendants’ alleged actions and omissions violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (“NJLAD”) and the New Jersey Civil Rights Act, N.J.S.A. 10:6-2 (“NJCRA”); and

WHEREAS, Defendants deny the Named Plaintiffs’ and the Settlement Class’s claims, and any wrongdoing or liability; and

WHEREAS, the Nobles Action and the Brown Action were both transferred from the Mercer Vicinage to the Hunterdon Vicinage and consolidated for discovery purposes with the similar claims of certain individual plaintiffs under the lead case A.F. & M.D. v. State of New Jersey Department of Corrections, Docket No. HNT-L-359-17; and

WHEREAS, Defendants have concluded that settlement is desirable 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 Named Plaintiffs and all Class Members (as defined herein) relating to claims which actually were or could have been asserted by them in this Litigation; and

WHEREAS, the Named Plaintiffs recognize the costs and risks of prosecution of this Litigation and believe that their interests, and the interests of all Class Members, to resolve this Litigation, and any and all claims against Defendants, are best served by and through the terms contained within this

Settlement Agreement; and

WHEREAS, significant arms-length settlement negotiations have taken place between the Parties including but not limited multiple sessions of mediation with JAMS Mediator Honorable Diane Welsh, U.S.M.J. (ret.) and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein; and

WHEREAS, a Settlement Term Sheet was executed by the Parties on or about March 29, 2021 setting forth key terms of the proposed Settlement reached between the Parties that are memorialized herein; and

WHEREAS, the purpose of this Settlement Agreement is to complete the proposed Settlement by setting forth additional necessary terms to bring this matter to a close; and

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

WHEREAS, this Settlement Agreement is made and entered into by and among the Named Plaintiffs, individually and on behalf of the Settlement Class, and Defendants.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties 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. Claims Deadline. “Claims Deadline” shall mean the date that is 120 days after entry of the Preliminary Approval Order by the Court.

B. Class Counsel. “Class Counsel” shall collectively mean the following law firms: Barry,

Corrado & Grassi, PC; Mark B. Frost & Associates; Stark & Stark; and Williams Cedar, LLC.

C. Class Members. “Class Members” shall mean the members of the Settlement Class.

D. Class Notice. “Class Notice” shall mean the Court-approved form of notice to Class Members informing them of the (i) Preliminary Approval Order; and (ii) scheduling of the Final Approval Hearing. The form of the Class Notice, as agreed by the Parties, is attached as **Exhibit A** and shall be approved by the Court prior to its dissemination.

E. Class Period. “Class Period” shall mean the period from January 1, 2014 through the date of the Final Approval Order.

F. Court. “Court” shall mean the Superior Court of New Jersey, Law Division, Hunterdon County.

G. Defendants. “Defendants” shall collectively mean NJDOC, William Anderson, Sarah Davis and Gary Lanigan, together with any of their past and present employees, agents, officers, and assigns, in their individual and official capacities, and any of their departments, divisions, offices, agencies and employees, past and present.

H. Defense Counsel. “Defense Counsel” shall mean Chiesa Shahinian & Giantomasi PC.

I. Effective Date. “Effective Date” is the date on which this settlement becomes Final within the meaning of Section J.

J. Final. With respect to this Settlement, any order relating thereto, any award of any claims, or any award of attorneys’ fees and expenses, “Final” means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If any order is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become final.

K. Final Approval Hearing and Order. “Final Approval Hearing” shall mean the hearing at which the Court will consider whether to enter the Final Approval Order. “Final Approval Order” shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

L. Litigation. “Litigation” shall collectively mean the Nobles Action and the Brown Action, as consolidated under the lead case A.F. & M.D. v. State of New Jersey Department of Corrections, Docket No. HNT-L-359-17, pending before the Superior Court of New Jersey, Law Division, Hunterdon County.

M. Named Plaintiffs. “Named Plaintiffs” shall mean Tamasa Nobles, Tawana Murphy, Linda Dougherty, Marianne Brown, and Judith Vazquez.

N. Opt-Out/Objection Deadline. “Opt-Out/Objection Deadline” shall mean the date that is seventy-five (75) days after entry of the Preliminary Approval Order, which shall be the deadline by which Class Members shall be permitted to opt-out or object to the Settlement Agreement’s terms or provisions prior to the Final Approval Hearing.

O. Parties. “Parties” shall collectively mean the Named Plaintiffs and Defendants.

P. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement, the form of which the Parties shall agree upon and designate as **Exhibit B** or a form that is substantially the same form as that approved by the Court.

Q. Released Claims. “Released Claims” shall mean any and all claims, rights, demands, obligations, controversies, debts, damages, losses, actions, causes of action, and liabilities relating in any way to allegations of sexual harassment, sexual abuse, hostile environment, or retaliation for such conduct, including but not limited to all federal and/or state claims for violations of civil rights, violations of the New Jersey Law Against Discrimination, or any tort claims, whether accrued or unaccrued, fixed or contingent, known or unknown or based on facts known or unknown, that have been or could have been

asserted by the Named Plaintiffs or any the Settlement Class Members against Defendants arising out of the allegations, transactions, facts, events, matters, occurrences, acts, representations, or omissions involved in, set forth in, or referred to in the Litigation.

R. Released Parties. “Released Parties” shall mean Defendants, together with any of their past or present successors, assigns, employees, agents, officers, directors, attorneys, legal representatives, insurers, reinsurers, or consultants. “Released Parties” shall also specifically include the State of New Jersey, together with any of its departments, agencies, and past and present employees, agents, officers, directors, attorneys, legal representatives, insurers, reinsurers, consultants, and assigns, in their individual and official capacities.

S. Settlement. “Settlement” shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized and provided for in this Settlement Agreement.

T. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement and all the exhibits attached hereto.

U. Settlement Class. “Settlement Class” shall mean all women incarcerated at EMCFW for any term during the Class Period who did not file a separate lawsuit alleging Sexual Abuse or Sexual Harassment .

V. Settlement Term Sheet. “Settlement Term Sheet” shall mean the agreement to resolve this Litigation executed by the Parties on March 29, 2021.

W. Sexual Abuse. “Sexual Abuse” includes any of the following acts involving both Class Members and NJDOC staff assigned to EMCFW during the Class Period, with or without consent of the target of that conduct:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member has the intent to abuse, arouse or gratify sexual desire; and
5. Any other intentional contact, either directly or through clothing, with the genitalia, anus, groin, breast, inner thigh, or buttocks, that is unrelated to official duties or where the staff member has the intent to abuse, arouse or gratify sexual desire.

X. Sexual Harassment. "Sexual Harassment" includes any of the following acts involving both Class Members and NJDOC staff assigned to EMCFW during the Class Period, with or without consent of the target of that conduct:

1. Sexual advances or requests for sexual favors;
2. Repeated verbal comments or gestures of a sexual nature to a prisoner by a staff member including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures;
3. Any attempt or threat by a staff member to engage in the activities within the definition of Sexual Abuse, as set forth above;
4. Any display by a staff member of his or her uncovered genitalia, buttocks, or breast in the presence of a prisoner;
5. Voyeurism by a staff member; and
6. Any retaliation by a staff member relating to any report of Sexual Abuse or otherwise in relation to any report of conduct defined in paragraphs (1)-(5) immediately above.

II. REQUIRED EVENTS

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

1. Class Counsel and Defense Counsel shall take all reasonable and necessary steps, subject to the Court's availability, to obtain entry of the Preliminary Approval Order and to move for the entry of the Final Approval Order.

2. The parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in the same or substantially identical form as that attached hereto as

Exhibit B.

3. The Parties will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order.

B. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this Settlement Agreement is voidable by Defendants.

C. 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.

D. Upon the Effective Date, Judgment in this action shall be rendered, subject to the continuing jurisdiction of this Court as provided in Section VII herein.

III. COMPENSATION AND INJUNCTIVE RELIEF

A. Class Damages. Defendants shall pay not more than \$7,985,600 in the aggregate (“Class Damages”) for damages of all Class Members. To recover any compensation, each Class Member shall, on or before the Claims Deadline, file with the designated Settlement Administrator (as defined herein) a claim in a form to be agreed by the Parties. Each claim submitted by a Class Member shall specify one of the following Tier options under which the Class Member seeks compensation and shall comply with the particular requirements of the applicable Tier:

1. Tier 1 Claims and Compensation. All Class members shall be entitled to compensation under Tier 1 (“Tier 1 Compensation”). Tier 1 Compensation shall be calculated as \$1,000 base compensation plus \$20 for each month or partial month in which a Class Member was assigned to EMCFW during the Class Period. Class Members who submit claims under Tier 1 (“Tier 1 Claimants”) shall be paid by Defendants by the later of (i) 90 days after the Claims Deadline; (ii) 30 days after the Final Approval Order; or (iii) 30 days after calculation of Tier 1 Compensation is provided to Defendants by the Settlement Administrator. Compensation of Class Members who submit claims under Tier 2 or Tier 3 shall be entitled to, at a minimum, Tier 1 Compensation, but that compensation will be paid at the time that Tier 2 Compensation and Tier 3 Compensation (as defined herein) are paid as set forth below.

2. Tier 2 Claims and Compensation. Class Members who submit claims under Tier 2 (“Tier 2 Claimants”) shall submit sufficient supporting documentation, which shall include a sworn affidavit and/or certification compliant with Rule 1:4-4(b), setting forth the basis for increased compensation for Sexual Harassment in an amount not to exceed \$4,500 (“Tier 2 Compensation”) each. A Tier 2 Claimant shall have the option to submit contemporaneous corroborating documentation to support their Tier 2 claims. A Tier 2 Claimant shall have the

option to request a hearing before the Special Master, which request shall be granted. A Tier 2 Claimant shall be entitled to minimum compensation not less than that individual's equivalent Tier 1 Compensation but not more than the maximum Tier 2 Compensation. The supporting affidavit and/or certification shall be submitted along with the claim. If no hearing is requested, contemporaneous corroborating documents shall be submitted with the claim. Where a hearing is requested, any contemporaneous corroborating documentation shall be submitted no later than thirty (30) days before the hearing date with the Special Master assigned to claimant.

3. Tier 3 Claims and Compensation. Class Members who submit claims under Tier 3 ("Tier 3 Claimants") shall submit sufficient supporting documentation, which shall include a sworn affidavit and/or certification in compliance with Rule 1:4-4(b) AND contemporaneous corroborating documentation, setting forth the basis for increased compensation for Sexual Abuse in an amount not to exceed \$250,000 ("Tier 3 Compensation") each. The Special Master shall be required to hold a hearing to consider the individual claims of each Tier 3 Claimant. The supporting affidavit and/or certification shall be submitted along with the claim. Any contemporaneous corroborating documentation shall be submitted no later than thirty (30) days before the hearing date with the Special Master. A Tier 3 Claimant shall be entitled to minimum compensation not less than that individual's equivalent Tier 1 Compensation but not more than the maximum Tier 3 Compensation.

4. Requests by Claimants for Documents. A Tier 2 or Tier 3 Claimant may, at the time her claim is submitted, request that NJDOC produce to the Special Master a copy of a specific document submitted or statement made to NJDOC by the claimant at or about the time of the events that gave rise to her claim, so long as that requested document is not subject to any privilege. By way of example, such documents may include grievance forms or e-mails submitted by the

claimant but shall not include the contents of investigative files (beyond any statement by the claimant itself that is contained therein referenced above), inmate files, personnel files, or other operational or policy documents. NJDOC shall make reasonable efforts to locate and produce such documents, which shall be provided directly to the Special Master for his or her review but not to the claimant.

5. Award and Payment of Tier 2 and Tier 3 Compensation. Tier 2 Compensation and Tier 3 Compensation (collectively, “Higher Tier Compensation”) shall not exceed the amount of Class Damages less Tier 1 Compensation and Incentive Compensation. The Special Master shall resolve awards to Tier 2 Claimants and Tier 3 Claimants without knowing the total available amount of Higher Tier Compensation. In the event that Higher Tier Compensation exceeds the amount of Class Damages less Tier 1 Compensation, all Higher Tier Compensation shall be reduced pro rata to the actual amount of Class Damages less Tier 1 Compensation. All Higher Tier Compensation shall be paid by Defendants by the later of (i) 90 days after the Special Master issues awards to all Tier 2 Claimants and Tier 3 Claimants OR (ii) July 15, 2022. Any amount of Class Damages that are not expended to satisfy Tier 1 Compensation, Tier 2 Compensation, and Tier 3 Compensation shall be retained by Defendants and shall not be allocated for any other purpose.

6. Class Representative Compensation. Each of the Named Plaintiffs shall receive compensation of not less than \$50,000 as an incentive award for her efforts and service as a class representative (“Incentive Compensation”). Incentive Compensation shall be paid out of the Class Damages. Nothing shall preclude any of the Named Plaintiffs from submitting a class claim, but any award would be subject to the overall cap of \$250,000 applicable to class claimants. Stated another way, each of the Named Plaintiffs would be entitled to receive the Incentive Compensation

and any award pursuant to the three tiers of the class claims, but limited to a total of \$250,000. Incentive Compensation shall be paid to the Named Plaintiffs at the time Tier 1 Compensation is paid. A Named Plaintiff who submits a Tier 2 or 3 Claim will be subject to the timeframes delineated herein with respect to those claims.

7. Debt/Lien Search. The Class Members acknowledge that if, upon the results of any lien search conducted by Defendants, any debt and/or lien is owed (including but not limited to liens pursuant to N.J.S.A. 2A:17-56.23(b)), such debt and/or lien shall be deducted from any payment to a recipient of compensation pursuant to this class settlement agreement payment prior to disbursement of compensation. Notwithstanding this paragraph, in no case shall the application of a lien reduce the compensation paid to a Class Member below \$2,000.

B. Injunctive Relief. In addition to damages, Plaintiffs sought multiple items of injunctive relief including but not limited to additional training, institutional oversight and review of investigation methodologies and outcomes, additional reporting mechanisms, and the securing of a number of abandoned buildings and a perimeter checkpoint generally. Because the Parties anticipate those issues will be addressed by a Consent Decree relating to the investigation conducted by the Department of Justice that was instituted after the filings in the instant consolidated matter, the Parties have agreed not to address those issues further in this Agreement. Additionally, Defendants shall plan and implement a system at EMCFW for the use of body cameras to be worn by all corrections officers who shall regularly come in contact with inmates assigned to EMCFW.

1. This system shall be implemented and fully operational within twelve (12) months of the Final Approval Order.

2. Once the body camera system is operational, NJDOC shall maintain the system or a system of equal or greater functionality, for a period of not less than three (3) years.

3. The Parties acknowledge that NJDOC anticipates the entry of a federal consent decree relating to the operations of EMCFW (the “Consent Decree”) and is in the process of negotiating the terms of that Consent Decree with the United States Department of Justice. If for any reason the Consent Decree is not entered, the Parties agree to negotiate further terms of injunctive relief to be included as part of this Settlement Agreement and will work in good faith to do so.

C. Opt-Out and Threshold. Class Members may exclude themselves from this Settlement by notifying the Settlement Administrator of their intent to opt out not later than the Opt-Out/Objection Deadline.

1. Any notice by a Class member electing to opt out of this Settlement must be made in writing and contain (i) the person’s name, (ii) her current address and telephone number, (iii) her SBI Number and dates of assignment to EMCFW; (iv) a dated, handwritten signature; and (v) a written statement that such person has reviewed the Class Notice and wishes to be excluded from the Settlement.

2. If a question is raised about the authenticity of a request to opt out, the Settlement Administrator or any Party will have the right to demand additional proof of the individual’s identity, standing, and intent. Any Class Member that submits a valid request to opt out of this Settlement will not participate in or be bound by the terms of this Settlement Agreement or the Final Approval Order.

3. Any Class Member who does not, by the Claims Deadline, complete and submit a valid request to opt out in the manner specified above shall remain a Class Member and, notwithstanding any failure to submit a claim, shall be bound by all terms and conditions of this Settlement Agreement and the Final Approval Order entered by the

Court, including the release of any claims as set forth in Section VII herein.

4. If more than five (5) Class Members opt out of this Settlement on or before the Claims Deadline, Defendants shall have the option, in their sole discretion, within thirty (30) days of the Opt-Out/Objection Deadline, to void the Settlement and this Settlement Agreement on notice to Class Counsel and the Court.

5. None of the Named Plaintiffs shall be permitted to opt out.

D. Attorneys' Fees and Costs. Defendants, subject to Court approval, agree to pay attorneys' fees and costs of not more than \$3,000,000.00, which shall cover all fees and costs for any attorney (including Class Counsel) who has participated as counsel for any of the Named Plaintiffs in the Litigation, for all services, including the finalization and monitoring of the Settlement. In consideration therefore, Class Counsel (Oliver Barry, Esq.; David Cedar, Esq.; Mark Frost, Esq.; and Martin Schrama, Esq.) on behalf of themselves and their respective law firms, will each provide a writing to Defendants assuring them that neither Class Counsel nor the Named Plaintiffs will seek any further attorneys' fees or costs from Defendants and that any compensation they may receive for services as Class Counsel will be paid pursuant to this paragraph. Defendants shall make payment of any attorneys' fees and costs pursuant to this paragraph within forty-five (45) days of the Final Approval Order.

E. Class Administration Costs. Defendants shall bear the reasonable cost and expense of:

1. Notice to all Class members, specifically notices published in agreed newspapers and first-class mail notices as identified in Section V below;

2. The retention and designation of a Settlement Administrator whose duties will include the processing of the claims of Class Members and performing related necessary services for the administration thereof, including but not limited to transmitting applications and documentation to the Special Master and/or any lien resolution issues that may arise; and

3. The retention and designation of one Special Master to adjudicate claims of Tier 2 Claimants and Tier 3 Claimants as set forth herein.

IV. CLASS ADMINISTRATION

Defendants, with the advice of Class Counsel, shall designate a third party (the “Settlement Administrator”) to administer the resolution of all claims (inclusive of Tier 1 Claims, Tier 2 Claims, and Tier 3 Claims) by Class Members pursuant to this Settlement Agreement. NJDOC will be responsible for issuing payment to Class Members who submit a valid claim as set forth in Section III of this Settlement Agreement.

V. NOTIFICATION TO CLASS MEMBERS

A. Notification to Class Members. The Class Notice shall be in the form as attached as **Exhibit A**, subject to approval of the Court, and shall be issued as follows:

1. The Class Notice shall be published once in appropriate newspapers, which shall include The Star-Ledger, The Press of Atlantic City, Courier-Post, and The Times of Trenton.

2. The Class Notice shall be sent by first-class mail to each Class Member who is not currently confined at EMCFW at her last known address as reflected in the records of NJDOC. To the extent that any Class Member is still confined at EMCFW, the Class Notice shall be e-mailed to the Class Member or, alternatively, hand delivered with a signed acknowledgement of receipt.

3. The Class Notice shall be mailed and/or e-mailed no later than thirty (30) days after the entry of a Preliminary Approval Order by the Court.

B. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, Defendants shall file a certification with the Court, with a copy to Class Counsel, stating that the Class Notice was issued as set forth in the preceding paragraph.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter as part of the Preliminary Approval Order an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Deadline. Such objections 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 the objector wishes to be considered.

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 Class Member's objections to this Settlement Agreement, in accordance with such Class Member's due process rights. The proposed Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon Class Counsel and Defense Counsel at the addresses set forth in the Class Notice, by no later than the Opt-Out/Objection Deadline. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with 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.

The Final Approval Hearing shall be scheduled, Court calendar permitting, no sooner than one hundred five (105) days and not later than one hundred twenty (120) days after entry of the Preliminary Approval Order.

VII. DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. The obligations incurred pursuant to this Settlement Agreement shall be a full and final

disposition of the Litigation and any and all Released Claims against any and all Released Parties.

B. Upon the entry of the Final Approval Order, the Litigation and all claims asserted on behalf of the Named Plaintiffs and Class Members shall be dismissed against all Defendants with prejudice on the merits.

C. Upon the Effective Date, the Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against any and all of the Released Parties, and the Parties shall file a stipulation of dismissal, with prejudice, as to all Defendants dismissing this Litigation in its entirety and with prejudice. Any Class Members who did not opt out of this Settlement as set forth in Section shall forever be enjoined from prosecuting any and all Released Claims against any and all of the Released Parties.

D. Notwithstanding the foregoing, the Named Plaintiffs shall each execute a general release of the Released Parties that fully, finally and forever releases, relinquishes and discharges any and all actual or potential claims, whether known or unknown, contingent or non-contingent, claimed or unclaimed, in law or equity, including but not limited to, any and all attorneys' fees, costs, punitive or exemplary damages, fines or penalties.

E. Any Party that previously filed an appeal in this Litigation that remains pending before any appellate court of the State of New Jersey shall, prior to any application for entry of a Preliminary Approval Order, withdraw such appeal without prejudice.

F. 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.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the

authority, on behalf of the Named Plaintiffs, to execute, deliver, and perform according to 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 the Named Plaintiffs and constitutes their legal, valid, and binding obligation.

B. NJDOC represents and warrants that it has the authority, on behalf of all Defendants, to execute, deliver, and perform according to 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 it of the actions contemplated hereby have been duly authorized by appropriate representatives of NJDOC and the Office of the Attorney General. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

IX. MISCELLANEOUS PROVISIONS

A. All Modifications to Be in Writing. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in a writing signed by all of the Parties.

B. Execution in Counterparts. 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.

C. Choice of Law. 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.

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

E. Extensions of Time. 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. Notwithstanding the foregoing:

1. Any claim of a Class Member not submitted by the Claims Deadline shall be barred and shall not be considered by the Special Master or awarded any compensation.

2. Any Class Member who fails to timely and properly opt out of this Settlement by the Opt-Out/Objection Deadline shall remain a Class Member for the purposes of this Settlement and shall be bound by the release provisions of Section VII(C).

F. All Parties Deemed to be Drafters. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, have 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.

G. Incorporation of Exhibits. All of the exhibits to this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and its exhibits 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. To the extent there is any conflict between this Settlement Agreement and the prior Settlement Term Sheet, the terms of this Settlement Agreement shall govern.

H. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or

the resolution of any disagreement pertaining to this Settlement Agreement shall be submitted to the Court.

I. Notices to Counsel. All notices to the Parties of counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

If to the Named Plaintiffs or Class Counsel:

Oliver Barry, Esq.
Barry Corrado & Grassi, PC
2700 Pacific Avenue
Wildwood, New Jersey 08260
obarry@capelegal.com

Mark Frost, Esq.
Mark B. Frost & Associates
1515 Market Street, Suite 1300
Philadelphia Pennsylvania 19102
mfrost@mfroslaw.com

Martin Schrama, Esq.
Stark & Stark
993 Lenox Drive, Building 2
Lawrenceville, New Jersey 08648
mschrama@stark-stark.com

David Cedar, Esq.
Williams Cedar, LLC
8 Kings Highway West
Haddonfield, New Jersey 08033
dcedar@williamscedar.com

If to Defendants or Defense Counsel:

Matthew E. Beck, Esq.
Chiesa Shahinian Giantomasi PC
One Boland Drive
West Orange, New Jersey 07052
mbeck@csglaw.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Class Counsel, as the authorized representatives of the Named Plaintiffs, and NJDOC, as authorized representative of all Defendants, have executed this Settlement Agreement as of the date indicated on the lines below.

BARRY, CORRADO & GRASSI, PC
Attorneys for Plaintiffs Marianne Brown and Judith Vazquez

MARK B. FROST & ASSOCIATES
Attorneys for Plaintiffs Tamasa Nobles, Tawana Murphy, and Linda Dougherty

By: _____
Oliver T. Barry

By: _____
Mark B. Frost

STARK & STARK
Attorneys for Plaintiffs Marianne Brown and Judith Vazquez

WILLIAMS CEDAR, LLC
Attorneys for Plaintiffs Tamasa Nobles, Tawana Murphy, and Linda Dougherty

By: _____
Martin P. Schrama
Stefanie Colella-Walsh

By: _____
David Cedar
Gerald J. Williams

Witness:

On behalf of all Defendants:

CHIESA SHAHINIAN GIANTOMASI PC
Attorneys for Defendants

NEW JERSEY DEPARTMENT OF CORRECTIONS

By: _____
Matthew E. Beck
Mauro G. Tucci Jr.

By: _____
Victoria Kuhn, Acting Commissioner

EXHIBIT D

<p>A.F. and M.D., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-359-17 Civil Action</p>
<p>MARIANNE BROWN, et al., Plaintiffs, vs. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-76-19</p>
<p>TAMASA NOBLES, et al., Plaintiffs, vs. WILLIAM ANDERSON, et al., Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUNTERDON COUNTY DOCKET NO. HNT-L-145-19</p>

AMENDMENT TO SETTLEMENT AGREEMENT

Plaintiffs Tamasa Nobles, Tawana Murphy, Linda Dougherty, Marianne Brown and Judith Vazquez by and through their counsel, and defendants New Jersey Department of Corrections, William Anderson, Sarah Davis and Gary Lanigan, hereby enter into this agreement (the "Amendment") to amend the Settlement Agreement providing, subject to the approval of the Court, for the settlement of claims asserted against Defendants by the Named Plaintiffs and on behalf of the Settlement Class.

1. The Parties agree that this Amendment is a written modification of the Settlement Agreement submitted on June 24, 2021 to the Court for approval pursuant to Rule 4:32-2. The terms defined in the Settlement Agreement apply to this Amendment.

2. Section I(A) defining “Claims Deadline” is replaced in its entirety by the following:

Claims Deadline. “Claims Deadline” shall mean the date that is the fifty-first (51st) day following the date of entry of the Final Approval Order. To the extent the fifty-first (51st) day following the date of entry of the Final Approval Order falls on a non-business day, the Claims Deadline shall be extended to the next business day.

3. Section I(D) defining “Class Notice” is replaced in its entirety by the following:

Class Notice. “Class Notice” shall mean the Court-approved form of notice to Class Members informing them of the (i) Preliminary Approval Order and (ii) scheduling of the Final Approval Hearing. The form of the initial Class Notice, as agreed by the Parties, was approved pursuant to the Preliminary Approval Order. **See Exhibit A.**

4. Section I(E) defining “Class Period” is replaced in its entirety by the following:

Class Period. The “Class Period” shall mean the period from January 1, 2014 through the Claims Deadline.

5. Section I(N) defining “Opt-Out/Objection Deadline” is replaced in its entirety by the following:

Opt-Out/Objection Deadlines. “Opt-Out Deadline” shall mean the Claims Deadline, which shall be the deadline by which Class Members shall be permitted to opt out from the Settlement Agreement’s terms or provisions. “Objection Deadline” shall mean the date that is seventy-five (75) days after entry of the Preliminary Approval Order, which shall be the deadline by which Class Members shall be permitted to object to the Settlement Agreement’s terms or provisions.

6. Section I(P) defining “Preliminary Approval Order” is replaced in its entirety by the following:

Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court dated July 1, 2021

preliminarily approving this Settlement Agreement, a copy of which is attached as **Exhibit B**.

7. Section I(Q) defining “Released Claims” is replaced in its entirety by the following:

Released Claims. “Released Claims” shall mean any and all claims, rights, demands, obligations, controversies, debts, damages, losses, actions, causes of action, and liabilities relating in any way to allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination, or retaliation for reporting such conduct. Such claims include all federal and/or state claims for violations of civil rights, violations of the New Jersey Law Against Discrimination based on sex or gender, or any tort claims based on allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination, or retaliation for reporting such conduct, whether accrued or unaccrued, fixed or contingent, known or unknown or based on facts known or unknown, that have been or could have been asserted by the Named Plaintiffs or any the Settlement Class Members against Defendants to the extent permitted by law. The Released Claims only include claims relating to events that occurred at EMCFW on or before the Claims Deadline. Only Class Members shall be bound by the release of the Released Claims, and there shall be no release on behalf of any person who does not fall within the definition of the Settlement Class or who opts out of the class settlement.

8. Section I(U) defining “Settlement Class” is replaced in its entirety by the following:

Settlement Class. “Settlement Class” shall mean all women incarcerated at EMCFW for one day or more during the Class Period who prior to the Claims Deadline, have never filed a separate lawsuit or claims notice alleging sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination, or retaliation for reporting such conduct.

9. Section I(Y) defining “Supplemental Class Notice” is added as follows:

Supplemental Class Notice. “Supplemental Class Notice” shall mean the Court-approved forms of notice to Class Members depending on each Class Member’s status as set forth in Section V(C) (*i.e.*, whether or not the Class Member has filed a claim by October 29, 2021) as of the date the Final Approval Order is entered by the Court. The form of the Supplemental Class Notice shall be in the form attached as **Exhibit C** or **Exhibit D**, which shall be approved by the Court on or before the date of

the Final Approval Order, and issued pursuant to the provisions of Section V(C) governing “Supplemental Notice to Class Members.”

10. Section III(A)(2) governing “Tier 2 Claims and Compensation” is replaced in its entirety by the following:

Tier 2 Claims and Compensation. Class Members who submit claims under Tier 2 (“Tier 2 Claimants”) shall submit sufficient supporting documentation, which shall include a sworn affidavit and/or certification compliant with Rule 1:4-4(b), setting forth the basis for increased compensation for Sexual Harassment in an amount not to exceed \$4,500 (“Tier 2 Compensation”) each. A Tier 2 Claimant shall have the option to submit contemporaneous corroborating documentation to support their Tier 2 claims. A Tier 2 Claimant shall have the option to request a hearing before the Special Master, which request shall be granted. A Tier 2 Claimant shall be entitled to minimum compensation not less than that individual’s equivalent Tier 1 Compensation but not more than the maximum Tier 2 Compensation. The supporting affidavit and/or certification shall be submitted within thirty (30) days of the Claims Deadline. If no hearing is requested, contemporaneous corroborating documents shall be submitted within thirty (30) days of the Claims Deadline. Where a hearing is requested, any contemporaneous corroborating documentation shall be submitted no later than thirty (30) days before the hearing date with the Special Master assigned to claimant.

11. Section III(A)(3) governing “Tier 3 Claims and Compensation” is replaced in its entirety by the following:

Tier 3 Claims and Compensation. Class Members who submit claims under Tier 3 (“Tier 3 Claimants”) shall submit sufficient supporting documentation, which shall include a sworn affidavit and/or certification in compliance with Rule 1:4-4(b) AND contemporaneous corroborating documentation, setting forth the basis for increased compensation for Sexual Abuse in an amount not to exceed \$250,000 (“Tier 3 Compensation”) each. The Special Master shall be required to hold a hearing to consider the individual claims of each Tier 3 Claimant. Any contemporaneous corroborating documentation shall be submitted no later than thirty (30) days before the hearing date with the Special Master. A Tier 3 Claimant shall be entitled to minimum compensation not less than that individual’s

equivalent Tier 1 Compensation but not more than the maximum Tier 3 Compensation.

12. All references to “Opt-Out/Objection Deadline” in Section III(C) governing “Opt-Out and Threshold” are replaced with “Opt-Out Deadline”.

13. Section III(C)(4) under “Opt-Out and Threshold” is replaced in its entirety by the following:

If more than five (5) Class Members opt out of this Settlement on or before the Opt-Out Deadline, Defendants shall have the option, in their sole discretion, within fourteen (14) days of the Opt-Out Deadline, to void the Settlement and this Settlement Agreement, inclusive of amendments, on notice to Class Counsel and the Court. For the purposes of this paragraph, the number of Class Members who opt out shall not include those who, on or before the Opt-Out Deadline, have removed themselves from the Settlement Class by filing a separate lawsuit or tort claims notice alleging sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination, or retaliation for reporting such conduct.

14. Section III(D) governing “Attorneys’ Fees and Costs” is replaced in its entirety by the following:

Attorneys’ Fees and Costs. Defendants, subject to Court approval, agree to pay attorneys’ fees and costs of not more than \$3,000,000.00, which shall cover all fees and costs for any attorney (including Class Counsel) who has participated as counsel for any of the Named Plaintiffs in the Litigation, for all services, including the finalization and monitoring of the Settlement. In consideration therefore, Class Counsel (Oliver Barry, Esq.; David Cedar, Esq.; Mark Frost, Esq.; and Martin Schrama, Esq.) on behalf of themselves and their respective law firms, will each provide a writing to Defendants assuring them that neither Class Counsel nor the Named Plaintiffs will seek any further attorneys’ fees or costs from Defendants and that any compensation they may receive for services as Class Counsel will be paid pursuant to this paragraph. Defendants shall make payment of any attorneys’ fees and costs pursuant to this paragraph within thirty (30) days of the Opt-Out Deadline provided that the Final Approval Order is Final as defined by this Agreement.

15. A new Subsection C titled "Supplemental Notice to Class Members" is added to Section V governing "Notification to Class Members" as follows:

C. Supplemental Notice to Class Members. The Supplemental Class Notice shall be issued to all Class Members within 21 days of the date of entry of the Final Approval Order. The form and method of the Supplemental Class Notice provided to each Class Member shall depend on that individual's status as set forth in this subsection as of the date of the Final Approval Order.

1. All Class Members who submitted a claim by October 29, 2021, as reflected in the Settlement Administrator's records, shall receive Supplemental Class Notice in the form attached as **Exhibit C**, together with a postage-prepaid envelope addressed to the Settlement Administrator.

2. All Class Members who did not submit a claim by October 29, 2021, as reflected in the Settlement Administrator's records, shall receive Supplemental Class Notice in the form attached as **Exhibit D**, together with a postage-prepaid envelope addressed to the Settlement Administrator.

3. Any Class Member who was assigned to EMCFW after the issuance of the initial Class Notice and who did not submit a claim by October 29, 2021, as reflected in the Settlement Administrator's records, shall receive both the Class Notice originally served on Class Members pursuant to Section V(A) and the supplemental notice in the form attached as **Exhibit D**, together with a postage-prepaid envelope addressed to the Settlement Administrator.

4. For any Class Member who is not in the custody of NJDOC, the appropriate Supplemental Class Notice required by this subsection shall be sent to that Class Member by first-class mail at her last known address as reflected in the records of NJDOC.

5. For any Class Member who is in the custody of NJDOC, the appropriate Supplemental Class Notice shall be hand delivered to that Class Member.

6. A copy of the Amendment to the Settlement Agreement along with the Supplemental Class Notices shall be posted on EMCFWsettlement.com.

7. On or before the Claims Deadline, Defendants shall file a certification with the Court, with a copy to Class Counsel, stating that the Supplemental Class Notice was issued as set forth herein.

16. All references to “Opt-Out/Objection Deadline” in Section IV governing “Objections by Settlement Class Members” are replaced with “Objection Deadline”.

17. All references to “Opt-Out/Objection Deadline” in Section IX(E) governing “Extensions of Time” are replaced with “Opt-Out Deadline”.

18. All terms and conditions of the Settlement Agreement not modified by this Amendment remain in full force and effect.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Class Counsel, as the authorized representatives of the Named Plaintiffs, and NJDOC, as authorized representative of all Defendants, have executed this Amendment to the Settlement Agreement.


BARRY, CORRADO & GRASSI, PC
Attorneys for Plaintiffs Marianne Brown and Judith Vazquez

By: 
~~Oliver T. Barry~~ 11/22/2021


MARK B. FROST & ASSOCIATES
Attorneys for Plaintiffs Tamasa Nobles, Tawana Murphy, and Linda Dougherty

By: 
Mark B. Frost

STARK & STARK
Attorneys for Plaintiffs Marianne Brown and Judith Vazquez

By: 
Martin P. Schrama
Stefanie Colella-Walsh

WILLIAMS CEDAR, LLC
Attorneys for Plaintiffs Tamasa Nobles, Tawana Murphy, and Linda Dougherty

By: 
David Cedar
Gerald J. Williams

Witness:

CHIESA SHAHINIAN GIANTOMASI PC
Attorneys for Defendants

By: _____
Matthew E. Beck
Mauro G. Tucci Jr.

On behalf of all Defendants:

NEW JERSEY DEPARTMENT OF CORRECTIONS

By: _____
Victoria Kuhn, Acting Commissioner

EXHIBIT E

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

MAILING ADDRESS:
2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; FAX 609 522 4927

2106 NEW ROAD, SUITE F4
LINWOOD, NEW JERSEY 08221

601 LONGWOOD AVENUE, SUITE A
CHERRY HILL, NEW JERSEY 08002

WWW.CAPELEGAL.COM

STEPHEN W. BARRY*
FRANK L. CORRADO
OLIVER T. BARRY ♦
SUZANNE PASLEY
JUSTIN D. TURNER
ERIKA LEZAMA-SIMONSON

OF COUNSEL:
JOSEPH C. GRASSI*

*CERTIFIED CIVIL TRIAL ATTORNEY
♦MEMBER OF NJ AND PA BARS

February 15, 2022

The Honorable Michael F. O'Neill, J.S.C.
Superior Court of New Jersey
Hunterdon County - Law Division
20 N. Bridge Street
Somerville, NJ 08876

Re: A.F. and M.D. v. State of New Jersey
Docket No. HNT-L-359-17
(EMCFW Consolidated Litigation)

Your Honor:

I am writing to the Court to request a conference as soon as possible regarding the Defendant State of New Jersey Department of Corrections' failure to adhere to the terms of the Master Settlement Agreement.

The February 9, 2022, payment milestone for Class Counsel Attorneys' Fees, the first of several payment deadlines, was set forth in the Master Settlement Agreement and Amendment to Master Settlement Agreement and incorporated by the Final Approval Order of November 19, 2021. To date, the State has failed to issue that payment and has not discharged its obligations pursuant to the settlement.

As early as November 19, 2021, plaintiffs' counsel asked defense counsel how payment would be made but did not receive a response. On January 26, 2021, plaintiffs' counsel informed defense counsel that either the class attorneys' fee could be sent to Stark & Stark, P.C., to divide among class counsel, or that plaintiffs' counsel could send a per firm breakdown. After multiple emails,¹ the State requested one formal letter signed by each class counsel. Plaintiffs gave the State that letter the next day, February 2, 2022.

¹ One of the four Plaintiff firms sent a communication regarding the distribution that required clarification, which necessitated and was addressed by the joint letter signed by all Plaintiff Counsel the following day on February 2, 2022.

Hearing nothing, plaintiffs' counsel asked defense counsel for a status report on February 9, 2021 and were informed that defense counsel would follow up. On February 10, 2021, by email, defense counsel indicated that the State had not satisfied its settlement obligation.

Defendants' position appears to be that it takes the treasury an extended amount of time to issue any payment and because the details were not provided until February 2, 2022, timely payment was impossible. However, defendants have not explained why the treasury requires multiple weeks to issue a payment. Defense counsel did not raise this issue previously. Defense counsel did not respond to plaintiffs' counsel's earlier inquiries regarding payment. And defense counsel has not provided any definitive timeline for when the state will issue payment.

Plaintiffs' counsel fear defendant may take the same approach to upcoming obligations to issue payment to the class and to individual plaintiffs. We request a conference as soon as possible to address these issues.

Respectfully submitted,

BARRY, CORRADO & GRASSI, P.C.



OLIVER T. BARRY

OTB/otb

cc: Mauro Tucci, Esquire
Matthew Beck, Esquire
Martin Schrama, Esquire
Stefanie Colella-Walsh, Esquire
Shauna Friedman, Esquire
Beth Cole, Esquire
David Cedar, Esquire
Gerald Williams, Esquire
Mark Frost, Esquire

EXHIBIT F

From: [Elena MacFarland](#)
To: [Shauna Friedman](#)
Subject: RE: Law School Clinic Confirmation
Date: Wednesday, April 13, 2022 7:28:57 PM
Attachments: [image001.png](#)
[image002.png](#)

Thank you, Shauna.

After the submitted claims were processed in February, we began working with the state to obtain NJDOC records to validate the submitted claims, verify the number of months each claimant was incarcerated at Edna Mahan, and calculate Tier 1 award amounts. We completed our review process, and on March 4, 2022 presented the state with the list of claimants in the following categories with Tier 1 award amounts for claimants with confirmed or partial match to NJDOC data:

- Valid Claims – confirmed match to NJDOC data
- Flagged Claims – pending reconciliation with NJDOC data
- Non-Valid Claims – no match to NJDOC data

We have been actively working with the state to resolve a few issues, particularly flagged claims.

Thank you.

Elena MacFarland
Staff Consultant

emacfarland@pncpa.com
225-408-4771 Direct



8550 United Plaza Blvd., Ste. 1001
Baton Rouge, LA 70809
225-922-4600 Phone
225-408-4460 Fax
pncpa.com

From: Shauna Friedman <sfriedman@williamscedar.com>
Sent: Wednesday, April 13, 2022 3:15 PM
To: Elena MacFarland <emacfarland@pncpa.com>
Subject: Re: Law School Clinic Confirmation

Also Elena two more questions:

1. Are tier 1 calculations for the amount of time an inmate spent at Edna Mahan complete?
2. If so, when was that completed and provided to the state?

Sent from my iPhone

On Apr 13, 2022, at 4:08 PM, Shauna Friedman <sfriedman@williamscedar.com> wrote:

I just circulated a draft to all plaintiffs counsel so as soon as they're done editing, I'll send to you by tomorrow morning.

Sent from my iPhone

On Apr 13, 2022, at 4:04 PM, Elena MacFarland <emacfarland@pncpa.com> wrote:

Hi Shauna,

Thank you for the update. I wanted to follow up on the discussion from Friday regarding the draft of a cover letter for the Hearing Notices. If you are drafting the letter, would it be possible for us to get a copy by this Friday or Monday? We would like to review the draft prior to our next conference call on April 20th.

Let me know.
Thank you.

Elena MacFarland
Staff Consultant

emacfarland@pncpa.com
225-408-4771 Direct



8550 United Plaza Blvd., Ste. 1001
Baton Rouge, LA 70809
225-922-4600 Phone
225-408-4460 Fax
pncpa.com

From: Shauna Friedman <sfriedman@williamscedar.com>

Sent: Wednesday, April 13, 2022 12:43 PM

To: Peter E. Doyne <pdoyne@ferrolabella.com>; Elena MacFarland <emacfarland@pncpa.com>; Dustin Mire <dmire@pncpa.com>; Stefanie Colella-Walsh <scolellawalsh@stark-stark.com>; Oliver Barry

<obarry@capelegal.com>; fcorrado@capelegal.com; Carly Moore
<cmoore@capelegal.com>; Tucci, Mauro <mtucci@csglaw.com>;
mbeck@csglaw.com; Gerald J. Williams <gwilliams@williamscedar.com>;
David M. Cedar <dcedar@williamscedar.com>; Beth G. Cole
<bcole@williamscedar.com>; Maureen Wesler
<mwesler@ferrolabella.com>; Bonnie C. Park, Esq.
<bpark@ferrolabella.com>; Martin P. Schrama <mschrama@stark-stark.com>; Erika Lezama <elezama@capelegal.com>

Subject: Law School Clinic Confirmation

Hello all,

I am e-mailing to provide clarification on the 70 “additional” Tier 3 claims referenced in Lori Borgen’s letter. As suspected, those 70 tier 3 claims referenced as “additional” claims are not necessarily new designations. Rather, they were recently assigned to the clinic after the January 10th extended deadline, and not originally referred to them during their fall semester. In other words, those 70 should already be included in the figures Dustin and Elena have, and have been identified as tier 3 claims since at least January 10th.

If you have any questions or need further clarification, please do not hesitate to contact me.



CONFIDENTIALITY NOTICE

“The information contained in this e-mail message is privileged and confidential and intended only for the use of the individual(s) or entity named above. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in this message. If you have received this message in error, please delete the message and attachments and advise the sender at Williams Cedar, LLC. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments, is prohibited and maybe unlawful.”

The information contained herein is intended for information purposes only. It is provided with the understanding that it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisors. You should seek advice directly from a qualified professional before making any decisions or taking any action that might affect your personal finances or your business. No part of this

communication is intended or may be used for the purpose of avoiding penalties, which may be imposed under the Internal Revenue Code, or by other parties for promoting or marketing of tax related matters. Any information contained herein relating to COVID-19 is provided for informational purposes only and is expressly limited to the COVID-19 related legislation, governmental actions and other topics described herein. It should not be considered comprehensive as there may be other legislative and governmental actions, present and future, related to COVID-19 not described herein. The content hereof is general in nature, may not apply to your specific situation, does not constitute legal, tax, financial or other professional advice, and is not a substitute for professional advice from your advisers. This email may contain links and references to third-party sources. Such sources are only provided for the convenience of the recipient. P&N does not recommend or endorse the contents of such third-party sources.

The information contained herein is intended for information purposes only. It is provided with the understanding that it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisors. You should seek advice directly from a qualified professional before making any decisions or taking any action that might affect your personal finances or your business. No part of this communication is intended or may be used for the purpose of avoiding penalties, which may be imposed under the Internal Revenue Code, or by other parties for promoting or marketing of tax related matters. Any information contained herein relating to COVID-19 is provided for informational purposes only and is expressly limited to the COVID-19 related legislation, governmental actions and other topics described herein. It should not be considered comprehensive as there may be other legislative and governmental actions, present and future, related to COVID-19 not described herein. The content hereof is general in nature, may not apply to your specific situation, does not constitute legal, tax, financial or other professional advice, and is not a substitute for professional advice from your advisers. This email may contain links and references to third-party sources. Such sources are only provided for the convenience of the recipient. P&N does not recommend or endorse the contents of such third-party sources.

EXHIBIT G

Tier 1 & Class Rep Payments

Shauna Friedman <sfriedman@williamscedar.com>

Mon 4/11/2022 9:42 AM

To: Tucci, Mauro <mtucci@csglaw.com>

Cc: David M. Cedar <dcedar@williamscedar.com>; Gerald J. Williams <gwilliams@williamscedar.com>; Martin P. Schrama <mschrama@stark-stark.com>; Stefanie Colella-Walsh <scolellawalsh@stark-stark.com>; Erika Lezama <elezama@capelegal.com>; Oliver Barry <obarry@capelegal.com>; Beth G. Cole <bcole@williamscedar.com>

Hi Mauro,

Can you please confirm that the Tier 1 payments are being submitted today, as well as the check for Tawanna Murphy? I am being bombarded with calls and emails about this deadline for payment from class members and this final class rep.



Shauna Friedman, Esquire

WILLIAMS CEDAR LLC

8 Kings Highway West, Suite B | Haddonfield, NJ 08033

P 856.470.9777 | F 888.311.4899

One South Broad Street, Suite 1510 | Philadelphia, PA 19107

P 215.557.0099 | F 215.557.0673

www.williamscedar.com

CONFIDENTIALITY NOTICE

"The information contained in this e-mail message is privileged and confidential and intended only for the use of the individual(s) or entity named above. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in this message. If you have received this message in error, please delete the message and attachments and advise the sender at Williams Cedar, LLC. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments, is prohibited and maybe unlawful."

EXHIBIT H

From: [Shauna Friedman](#)
To: [Tucci, Mauro](#)
Cc: [Gerald J. Williams](#); [David M. Cedar](#); [Beth G. Cole](#); [Oliver Barry](#); [Erika Lezama](#); [Martin P. Schrama](#); [Stefanie Colella-Walsh](#)
Subject: April 11 Payment Deadline
Date: Tuesday, April 12, 2022 11:51:29 AM
Attachments: [image001.png](#)

Hi Mauro,

Following up on our conversation from yesterday where you advised that Tier 1 payments have not been issued yet, nor has the Tawanna Murphy class rep check, (or Jeanean Owens, Jessica Morales, Breanna Pimienta and Angela Pizzarelli individual checks to the best of my knowledge), I am e-mailing to request that since we are now past the deadline under the settlement agreement and court order for these payments, you provide a date certain for payment of all funds now overdue by close of business today.

As you are aware, this is the second payment milestone breach, which is now directly impacting the funds rightfully owed to claimants in this matter. This is simply unacceptable.

If we do not hear from you by the close of business today, we will be forced to file a motion to enforce litigant rights in keeping with our fiduciary duty to class members, seeking costs and fees for the State's repetitive contempt of the court order and settlement agreement alike.



Shauna Friedman, Esquire

WILLIAMS CEDAR LLC

8 Kings Highway West, Suite B | Haddonfield, NJ 08033

P 856.470.9777 | F 888.311.4899

One South Broad Street, Suite 1510 | Philadelphia, PA 19107

P 215.557.0099 | F 215.557.0673

www.williamscedar.com

CONFIDENTIALITY NOTICE

"The information contained in this e-mail message is privileged and confidential and intended only for the use of the individual(s) or entity named above. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in this message. If you have received this message in error, please delete the message and attachments and advise the sender at Williams Cedar, LLC. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments, is prohibited and maybe unlawful."

EXHIBIT I

From: [Tucci, Mauro](#)
To: [Shauna Friedman](#)
Cc: [Gerald J. Williams](#); [David M. Cedar](#); [Beth G. Cole](#); [Oliver Barry](#); [Erika Lezama](#); [Martin P. Schrama](#); [Stefanie Colella-Walsh](#)
Subject: RE: April 11 Payment Deadline
Date: Tuesday, April 12, 2022 11:38:48 PM
Attachments: [image001.png](#)
[image002.png](#)

Shauna,

Apologies for the delayed response, as I've been on a TRO application all day.

First off, we have not violated any deadlines from the settlement agreement. The April 10 date was the first of three potential payment deadlines that applied to both Tier 1 claims and individual plaintiffs. It was our hope to meet that date – and we did for many of the individuals – but the agreement provides that the deadline is the later of three options, one of which is 30 days after the settlement administrator finalizes calculations of Tier 1 claims. We do not yet have final numbers from the settlement administrator for Tier 1 payments.

As I explained on the phone, as we were planning the logistics of Tier 1 payments, we realized that we would need to issue 1099s to each claimant. Because the claim forms only requested the last 4 digits of SSNs, we are working with the settlement administrator to request SSNs from claimants via a secure web portal and by mail. On top of that, we'll need the SSNs to run proper lien searches, including child support liens, for claimants who would receive more than \$2000. We need to have this completed in order for the settlement administrator to calculate itemized deductions and final Tier 1 payment amounts.

We are continuing to process payments for individual plaintiffs, but as you know some of those settlement agreements were submitted to us only recently. Oliver has recently raised some objections about particular itemized deductions, and we'll address those as we continue to move forward.

I'd be happy to have a call with you individually or with the group tomorrow afternoon, if you'd like. Or if you'd like to file a motion as you said, I guess we can address it that way.

Thanks,
MT



MAURO G. TUCCI JR.

Member
Chiesa Shahinian & Giantomasi PC

O 973.530.2088

F 973.530.2288

mtucci@csglaw.com

One Boland Drive | West Orange, NJ 07052

11 Times Square, 34th Floor | New York, NY 10036

csglaw.com

From: Shauna Friedman <sfriedman@williamscedar.com>

Sent: Tuesday, April 12, 2022 11:51 AM

To: Tucci, Mauro <mtucci@csglaw.com>

Cc: Gerald J. Williams <gwilliams@williamscedar.com>; David M. Cedar <dcedar@williamscedar.com>; Beth G. Cole <bcole@williamscedar.com>; Oliver Barry <obarry@capelegal.com>; Erika Lezama

<elezama@capelegal.com>; Martin P. Schrama <mschrama@stark-stark.com>; Stefanie Colella-Walsh <scolellawalsh@stark-stark.com>

Subject: April 11 Payment Deadline

* External Message *

Hi Mauro,

Following up on our conversation from yesterday where you advised that Tier 1 payments have not been issued yet, nor has the Tawanna Murphy class rep check, (or Jeanean Owens, Jessica Morales, Breanna Pimienta and Angela Pizzarelli individual checks to the best of my knowledge), I am e-mailing to request that since we are now past the deadline under the settlement agreement and court order for these payments, you provide a date certain for payment of all funds now overdue by close of business today.

As you are aware, this is the second payment milestone breach, which is now directly impacting the funds rightfully owed to claimants in this matter. This is simply unacceptable.

If we do not hear from you by the close of business today, we will be forced to file a motion to enforce litigant rights in keeping with our fiduciary duty to class members, seeking costs and fees for the State's repetitive contempt of the court order and settlement agreement alike.



Shauna Friedman, Esquire

WILLIAMS CEDAR LLC

8 Kings Highway West, Suite B | Haddonfield, NJ 08033

P 856.470.9777 | F 888.311.4899

One South Broad Street, Suite 1510 | Philadelphia, PA 19107

P 215.557.0099 | F 215.557.0673

www.williamscedar.com

CONFIDENTIALITY NOTICE

"The information contained in this e-mail message is privileged and confidential and intended only for the use of the individual(s) or entity named above. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in this message. If you have received this message in error, please delete the message and attachments and advise the sender at Williams Cedar, LLC. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments, is prohibited and maybe unlawful."

Please Note: The information contained in this email message is a PRIVATE communication that may contain confidential attorney-client information. If you are not the intended recipient, do not read, copy or use it or disclose it to others. If you have received this message in error, please notify the sender immediately by replying to this message and then delete it from your system.

Thank you.

EXHIBIT J



CHIESA SHAHINIAN & GIANTOMASI PC

ONE BOLAND DRIVE
WEST ORANGE, NJ 07052

csglaw.com

MAURO G. TUCCI JR.

mtucci@csglaw.com

(O) 973.530.2088

(F) 973.530.2288

April 13, 2022

Via eCourts

Hon. Michael F. O'Neill, J.S.C.
Hunterdon County Justice Center
65 Park Avenue, 3rd Floor
Flemington, New Jersey 08822

**Re: A.F. and M.D. v. State of New Jersey Department of Corrections, et al.
Docket No. HNT-L-359-17 (consolidated)**

Dear Judge O'Neill:

We write on behalf of the New Jersey Department of Corrections ("NJDOC") to advise the Court as to the status of claims processing and payments under the Master Settlement Agreement, as amended (the "Agreement"), that was approved by the Court by Order dated November 19, 2021. We are pleased to report that the parties are cooperating with Special Master Peter Doyne and the settlement administrator to facilitate the process for hearings on Tier 2 and Tier 3 claims, but this letter addresses Tier 1 claims.

Since the claims deadline of January 10, 2022, NJDOC and the settlement administrator have been working to calculate the Tier 1 claims for 1,528 claimants. Each Tier 1 claim awards a claimant \$1,000 plus \$20 per month the claimant was assigned to Edna Mahan Correctional Facility for Women. (Agreement § III(A)(1)). To begin calculating and verifying Tier 1 amounts, we had to cross-reference claims against NJDOC records for dates that class members were assigned to the facility. As we began to plan for the processing and issuance of payments, however, unanticipated logistical issues arose.

First, each claimant receiving any award under the Agreement must receive a tax form 1099, which requires a tax identification number. When claim forms were issued with initial and supplemental class notices, only the last four digits of a claimant's social security number was requested. At the time, NJDOC had not yet considered the need to request full social security numbers to issue 1099 forms, and class counsel did not raise the issue. When NJDOC realized this, we conferred with the settlement administrator, which is preparing a plan to have all claimants submit their social security numbers either through a secure internet portal or via mail. The settlement administrator will then electronically verify each claimant's social security number with the Internal Revenue Service to ensure accuracy.

April 13, 2022

Page 2

Additionally, Tier 1 claimants whose payments exceed \$2,000 are subject to lien and judgment searches, including child support liens pursuant to N.J.S.A. 2A:17-56.23(b). (Agreement § III(A)(7)). Social security numbers will facilitate lien searches by reducing the number of erroneous results. Further, because class counsel do not represent the class members individually, the child support lien statute provides that NJDOC is responsible for conducting those searches. We will need to know the amounts of any judgments or liens applicable to each claimant receiving over \$2,000 in order to calculate the amount of payment less itemized deductions.

When we informed class counsel of these issues, they expressed concern that NJDOC may be in violation of the agreement by making late Tier 1 payments. That is not the case. As we reminded counsel, the Agreement provides for payment of Tier 1 claims “by the later of (i) 90 days after the Claims Deadline; (ii) 30 days after the Final Approval Order; or (iii) 30 days after calculation of Tier 1 Compensation is provided to Defendants by the Settlement Administrator.” (Agreement § III(A)(1)). NJDOC’s target for payment had been April 10, 2022, which would have been 90 days after the January 10, 2022 claims deadline. Due to the need to collect social security numbers for all claimants and conduct lien searches for claimants whose payments exceed \$2,000, the settlement administrator was unable to calculate the amount due for Tier 1 claims prior to April 10, 2022. Pursuant to the Agreement, therefore, payment of Tier 1 claims will be made within 30 days after the settlement administrator calculates the final amount of all Tier 1 payments.

Further, NJDOC is making arrangements to expedite Tier 1 payments to the extent possible. Rather than wait for all Tier 1 calculations to be complete, NJDOC is arranging to transfer funds to the settlement administrator once the settlement administrator finishes calculations for claimants receiving \$2,000 or less. This will enable the settlement administrator to directly issue payments to an estimated 1,293 claimants receiving \$2,000 or less without the need for checks to be processed through the New Jersey Department of the Treasury. The settlement administrator would issue Tier 1 payments on a rolling basis as social security numbers are received and projects that the initial round of payments would be issued in May. An estimated 235 claimants whose Tier 1 payments exceed \$2,000 would have checks subsequently issued by NJDOC.

We understand that class counsel may raise objections or opt for motion practice, but to that end NJDOC would respectfully submit that a status conference would be more productive to address any remaining concerns. Should the Court have any questions regarding the payment of claims in this matter, NJDOC will of course provide any further information that would be helpful.

Respectfully,

/s/ Mauro G. Tucci Jr.

Mauro G. Tucci Jr.

cc: Counsel of Record (via eCourts & e-mail)

EXHIBIT K



[Main Menu](#) | [WebXpress](#) | [Help](#) | [Contact Us](#) | [Fee Schedule](#) | [Logout](#)
[Order Entry](#)

Your Reference: * Attention:

Child Support Judgment x

Delivery Options: **Email Address:**

Searching to: 04/08/2022

First Name:*

Middle Name:

Name **1** of **1**

Last Name:*

Social Sec.#: (last four digits)

Comments:

From Date: 09/01/1992

To Date:

* Indicates a required field

© 2018-2022 Charles Jones LLC and/or its affiliates. All rights reserved.

[Privacy Policy](#)

EXHIBIT L

EMCFW Settlement Administrator
 c/o Postlethwaite & Netterville
 P.O. Box 3595
 Baton Rouge, LA 70821

**Your Claim Form Must Be
 Completed and Postmarked On
 or Before January 10, 2022**

EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN CLASS ACTION SETTLEMENT

Superior Court of New Jersey, Hunterdon County

CLAIM FORM

FAILURE TO COMPLETE AND RETURN THIS CLAIM FORM BY THE ABOVE DATE WILL RESULT IN A FORFEITURE OF ANY COMPENSATION AND WILL STILL BIND YOU TO THE SETTLEMENT AND RELEASE.

I. Personal Information

<input type="text"/>	<input type="text"/>
----------------------	----------------------

First Name

Middle Name

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Last Name

Suffix

Name While at Edna Mahan Correctional Facility (If Different)

<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>
--	----------------------	----------------------

Date of Birth

Last Four Digits of SSN

SBI Number

() -

Phone Number

E-Mail Address

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

City

State

Zip Code

Preferred Method of Communication: Mail E-Mail Phone

Months Incarcerated at Edna Mahan Correctional Facility since January 1, 2014: Months (*to be verified by NJDOC*)

II. Tier Selection

Please check the box to indicate which tiered settlement you are claiming and whether you are requesting a hearing (where applicable). For a complete description of each tier and definition of terms, please refer to the legal notice.

- TIER 1** Compensation of \$1,000 plus \$20 per month (or partial month) incarcerated at Edna Mahan Correctional Facility since January 1, 2014. Selection of this tier does not require any additional documentation, with payment expected by January 27, 2022.
- TIER 2** Compensation of up to \$4,500 for victims who experienced sexual harassment while incarcerated at Edna Mahan Correctional Facility. Selection of this tier requires a separate affidavit or certification describing the sexual harassment you claim you experienced. Claimants selecting this tier also have the option of submitting contemporaneous corroborating documentation with their claim and requesting a hearing. Payment will be made for claimants in this tier after all Tier 2 and Tier 3 claims have been heard and decided. If no selection is made below, no hearing will be requested.
- YES, I would like to request a hearing for my claim
- NO, I do not request a hearing for my claim
- TIER 3** Compensation of up to \$250,000 for victims who experienced sexual abuse while incarcerated at Edna Mahan Correctional Facility. Selection of this tier requires a separate affidavit or certification describing the sexual abuse you claim you experienced plus contemporaneous corroborating documentation. **A hearing is mandatory for Tier 3 claims.** Payments will be made for claimants in this tier after all Tier 2 and Tier 3 claims have been heard and decided.

EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN CLASS ACTION SETTLEMENT
Superior Court of New Jersey, Hunterdon County

III. Pro Bono Assistance

For Tier 2 claimants who are requesting a hearing, and Tier 3 claimants who are required to have a hearing, please indicate whether you are interested in receiving assistance from representatives of a New Jersey-based law school clinic in preparing your certification and/or affidavit, collecting supporting documentation, and preparing for your hearing.

- YES, I would like assistance. Please have a clinic contact me.
- NO, I would not like assistance.

IV. Certification

I certify that the above is true and correct to the best of my knowledge. I understand that if any of the foregoing is willfully false, I am subject to punishment.

Date

Signature

Printed Name

Reminder Checklist

1. Complete all sections of this Claim Form.
2. Sign and date the Claim Form in Section IV.
3. Keep copies of the completed Claim Form and documentation for your own records.
4. Mail your completed Claim Form to the Settlement Administrator at the address at the top of Page 1 of this Claim Form.
5. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form. You can contact the Settlement Administrator at 1-844-810-1507 or by email at info@EMCFWsettlement.com
6. Please visit the settlement website at www.EMCFWsettlement.com for more information about this settlement.

OLIVER T. BARRY, ESQUIRE
Attorney ID # 082282013
BARRY, CORRADO & GRASSI, P.C.
2700 Pacific Avenue
Wildwood, New Jersey 08260
(P) (609) 729-1333 (F) (609) 522-4927
obarry@capelegal.com
Attorneys for Plaintiffs Brown, et al.

TAMASA NOBLES, et al., Plaintiffs, v. WILLIAM ANDERSON, et al., Defendants.
MARIANNE BROWN, et al., Plaintiffs, v. STATE OF NEW JERSEY DEPARTMENT OF CORRECTIONS, et al., Defendants

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-145-19

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-76-19

**ORDER ENFORCING LITIGANTS'
RIGHTS**

THIS MATTER having been brought before the Court by Oliver T. Barry, Esquire, attorneys for plaintiff, on a Motion to Enforce Litigants' Rights, and the Court having considered the papers submitted herein, and for good cause shown;

IT IS on this _____ day of _____, 2022, ORDERED that Defendant State of New Jersey shall immediately issue payment of Tier 1 Awards based on the calculations previously provided by the Settlement Administrator;

Defendant shall produce a Designee or Designee(s) to speak on its behalf regarding the processing of the settlement in this matter and Defendants' repeated failures to meet deadlines and show cause why Defendant should not be held in Contempt of Court and assessed appropriate sanctions on _____, day of _____, 2022

IT IS FURTHER ORDERED that a true and exact copy of this Order shall be served on all parties via eCourts electronic system.

- Opposed
- Unopposed

The Honorable Michael F. O'Neill, J.S.C.

OLIVER T. BARRY, ESQUIRE
Attorney ID # 082282013
BARRY, CORRADO & GRASSI, P.C.
2700 Pacific Avenue
Wildwood, New Jersey 08260
(P) (609) 729-1333 (F) (609) 522-4927
obarry@capelegal.com
Attorneys for Plaintiffs Brown, et al.

TAMASA NOBLES, et al.,
Plaintiffs,
v.
WILLIAM ANDERSON, et al.,
Defendants.
MARIANNE BROWN, et al.,
Plaintiffs,
v.
STATE OF NEW JERSEY DEPARTMENT
OF CORRECTIONS, et al.,
Defendants

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-145-19

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY - LAW DIVISION
DOCKET NO.: HNT-L-76-19

PROOF OF SERVICE

Plaintiff's Motion to Enforce Litigants' Rights, Certification of Counsel, Brief In Support of Motion, Proposed Form of Order, and Proof of Service were submitted for electronic filing via eCourts to the Filing Clerk - Law Division, Civil Case Management, Superior Court of New Jersey, Hunterdon County Courthouse located at 65 Park Avenue, Flemington, NJ 08822 on April 20, 2022.

Courtesy copies of the aforementioned were sent via eCourts notification to the following: Mauro Tucci, Esquire at Chiesa Shahinian & Giantomasi, PC, One Boland Drive, West Orange, NJ 07052; Martin Schrama, Esquire and Stefanie Colella-Walsh, Esquire at Stark & Stark, 993 Lenox Drive, Building 2, Lawrence Township, NJ 08648; Mark Frost, Esquire at Mark Frost & Associates, 1515 Market Street, Suite 1300, Philadelphia, PA 19102; Shauna Friedman, Esquire and Gerald Williams, Esquire at Williams Cedar, LLC, 1515 Market Street, Suite 1300, Philadelphia, PA 19102; and The Honorable Michael F. O'Neill,

J.S.C. Hunterdon County Courthouse located at 65 Park Ave,
Flemington, NJ 08822 on April 20, 2022.



Carly A. Moore, Assistant to
Oliver T. Barry, Esquire

Dated: April 20, 2022