
A.F. and M.D.,

Plaintiffs,

vs.

STATE OF NEW JERSEY DEPARTMENT OF
CORRECTIONS, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY

DOCKET NO. HNT-L-359-17

Civil Action

MARIANNE BROWN, et al.,

Plaintiffs,

vs.

STATE OF NEW JERSEY DEPARTMENT OF
CORRECTIONS, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY

DOCKET NO. HNT-L-76-19

TAMASA NOBLES, et al.,

Plaintiffs,

vs.

WILLIAM ANDERSON, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY

DOCKET NO. HNT-L-145-19

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*

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 A

LEGAL NOTICE

IF YOU ARE OR WERE A WOMAN INMATE AT EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN IN UNION TOWNSHIP, NEW JERSEY, AT ANY TIME SINCE JANUARY 1, 2014, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT

WHAT IS THIS NOTICE ABOUT? Class action lawsuits captioned Nobles, et al. v. Anderson, et al., Docket No. HNT-145-19 (formerly MER-L-2644-17) and Brown, et al. v. State of New Jersey Department of Corrections, Docket No. HNT-76-19 (formerly MER-503-18) (collectively, the “Lawsuit”) were filed in the Superior Court of New Jersey, Hunterdon County on behalf of all women inmates who are or were, at any time since January 1, 2014, incarcerated at Edna Mahan Correctional Facility for Women (“EMCFW”), a prison for women operated by the New Jersey Department of Corrections (“NJDOC”) in Union Township, New Jersey (the “Class”). The plaintiffs in the Lawsuit allege that all female prisoners at EMCFW were subjected to a pattern and practice of sexual abuse and harassment by NJDOC staff since 2014 and that NJDOC administrators failed to prevent, halt or remedy such conduct. NJDOC and its representatives deny any wrongdoing and deny the claims and allegations asserted in the Lawsuit. The court has not ruled on the merits of the plaintiffs’ claims and has made no determination of violations or liability against the defendants. The parties nevertheless have agreed to settle the Lawsuit.

WHY SHOULD I READ THIS NOTICE? You may be a member of the Class. This is a class action lawsuit that the parties have proposed to settle. If the proposed settlement is approved by the court, your legal rights may be affected. This notice describes what the Lawsuit is about, explains the terms of the proposed settlement, tells you who would be covered and what legal claims would be resolved by the settlement if the Court approves it, and explains how individuals can obtain benefits under the settlement.

AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT? You are a member of the Class if you are or were, at any time since January 1, 2014, a woman inmate in the custody of NJDOC who was assigned to EMCFW in Union Township, New Jersey.

WHAT ARE THE TERMS OF THE SETTLEMENT?

Tier 1 - The parties have agreed that each Class member who submits a claim will receive compensation of at least \$1,000 plus \$20 per month (or partial month) that she was assigned to EMCFW since January 1, 2014, regardless of whether she directly experienced sexual abuse or sexual harassment. Class members who were the direct victims of sexual abuse or sexual harassment at any time since 2014 can submit claims for increased compensation that will be decided by a special master as set forth below in Tier 2 and 3. Payment would be issued within 90 days of the Claims Deadline (see below).

Tier 2 - A Class member who claims to have been the victim of sexual harassment must submit a sworn affidavit or certification about her claim, has the option to submit supporting documentation and request a hearing before the special master, and may receive total compensation up to \$4,500.

Tier 3 - A Class member who claims to have been the victim of sexual abuse must submit a sworn affidavit or certification about her claim with supporting documentation, must participate in a hearing before the special master, and may receive total compensation up to \$250,000.

| Level | Qualifications | Minimum Compensation | Maximum Compensation | Paid By |
|--------|---|------------------------|----------------------|--|
| Tier 1 | Any Class Member who timely submits a Tier 1 claim pursuant to and in full compliance with the requirements of the Settlement Agreement shall receive \$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 | \$1,020 | \$2,920 | Expected by 1/27/2022 |
| Tier 2 | Any Class Member who (i) directly experienced Sexual Harassment and (ii) timely submits a Tier 2 claim shall receive compensation to be determined by the special master up to \$4,500 | Tier 1 eligible amount | \$4,500 | Undetermined, 90 days after all awards are heard and decided |
| Tier 3 | Any Class Member who (i) directly experienced Sexual Abuse and (ii) timely submits a Tier 3 claim shall receive compensation to be determined by the special master up to \$250,000 | Tier 1 eligible amount | \$250,000 | Undetermined, 90 days after all awards are heard and decided |

“Sexual abuse” means any of the following acts involving both a Class member and NJDOC staff assigned to EMCFW, with or without the willing participation of the Class member: (i) contact between the penis and the vulva or the penis and the anus, including penetration, however slight; (ii) contact between the mouth and the penis, vulva, or anus; (iii) contact between the mouth and any body part where the staff member has the intent to abuse, arouse, or gratify sexual desire; (iv) 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 (v) 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.

“Sexual harassment” means any of the following acts involving both a Class member and NJDOC staff assigned to EMCFW, with or without the willing participation of the Class member: (i) sexual advances or requests for sexual favors; (ii) 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; (iii) any attempt or threat by a staff member to engage in the activities within the definition of sexual abuse, as set forth above; (iv) any display by a staff member of his or her uncovered genitalia, buttocks, or breast in the presence of a prisoner; (v) voyeurism by a staff member; and (vi) any retaliation by a staff member relating to any report of sexual abuse or otherwise in relation to any report of conduct defined in the preceding items (i)-(v).

By **October 29, 2021** (the “Claims Deadline”), each Class member must submit the enclosed claim form AND a personal affidavit or certification to receive any compensation to the address listed on the claim form. If you are submitting a Tier 2 claim without a hearing request, any other supporting documentation must be submitted with the claim. If you are submitting a Tier 2 claim with a hearing request or a Tier 3 claim with a mandatory hearing, all other supporting documents must be submitted no later than thirty (30) days before the hearing date you are assigned. Class members who fail to timely submit a claim will not receive any compensation but will still be bound by the settlement and release. Class members who submit Tier 1 claims are expected to be paid by

January 27, 2022. Class members who submit Tier 2 or Tier 3 claims will not be paid until all Tier 2 and Tier 3 claims are heard and decided by the special master.

In addition to financial compensation, NJDOC has agreed to implement a system of body cameras to be worn by all NJDOC corrections officers who regularly come in contact with inmates assigned to EMCFW. The defendants have also agreed to pay attorneys' fees and litigation expenses of up to \$3,000,000, subject to court approval.

The foregoing is a summary of the basic settlement terms. The full settlement is set forth in a Settlement Agreement. You can obtain a copy of the Settlement Agreement by contacting the Settlement Administrator, whose contact information is listed at the end of this notice.

WHAT ARE MY RIGHTS?

You may file a motion with the court for permission to intervene in this Lawsuit if you wish. You do not have to intervene. If you do not intervene in this case, your interests will be represented by Class counsel.

You may also opt out of the proposed settlement by September 14, 2021. If you do not want to be bound by the Settlement, you must request to be excluded (opt out) from the Settlement. If you request to be excluded, you will retain any individual rights you have against NJDOC and will not be deemed to have individually "released" NJDOC from any of the released claims. However, you will *not* be eligible to receive compensation under the Settlement, as described above. You also may not object to the Settlement if you request to be excluded.

You may also object to the proposed settlement by September 14, 2021. If you are a Class member, you can object to any part of the Settlement if you do not think it is fair, reasonable, or adequate.

Any objection or opt out should contain the name of this Lawsuit; your full name, current address and telephone number; your signature; and the specific reason(s) for your objection. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection.

Any objection to or opt out from the settlement must be in writing, and sent to all of the following addresses, postmarked no later than September 14, 2021:

Clerk, Civil Division
Hunterdon County Justice Center
65 Park Avenue
Flemington, New Jersey 08822

Matthew E. Beck, Esq.
Chiesa Shahinian Giantomasi PC
1 Boland Drive
West Orange, New Jersey 07052

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

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

Martin Schrama, Esq.
Stark & Stark
993 Lenox Drive, Building 2
Lawrenceville, New Jersey 08648

David Cedar, Esq.
Williams Cedar, LLC
8 Kings Highway West
Haddonfield, New Jersey 08033

Continued on the next page

EMCFW Settlement Administrator
Exclusions and Objections
PO Box 3595
Baton Rouge, LA 70821

If you do nothing, you will not get a payment from the Settlement but you will still be bound by the release.

HEARING ON FINAL APPROVAL

On **October 15, 2021, at 1:30 p.m.**, the Honorable Michael F. O’Neill, J.S.C. of the Superior Court of New Jersey, Law Division, Hunterdon County Justice Center, 65 Park Avenue, Flemington, New Jersey 08822, will hold a public hearing to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval. Class members who object to the proposed settlement are not required to attend the settlement hearing. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection.

HOW DO I GET MORE INFORMATION? Further information about the settlement, including a copy of the Settlement Agreement, is available on the Settlement Website at www.EMCFWsettlement.com. You may also contact the Settlement Administrator:

By Phone: 1-844-810-1507

By Email: info@EMCFWsettlement.com

By Mail: EMCFW Settlement Administrator
PO Box 3595, Baton Rouge, LA 70821

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANT, OR ANY OF THEIR AGENTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT B

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|---|---|
| <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

X

Opposed
Unopposed

EXHIBIT C

EXHIBIT C

EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN CLASS ACTION LITIGATION SETTLEMENT

CONFIRMATION OF CLAIM & SUPPLEMENTAL NOTICE TO CLASS MEMBERS

WHAT IS THIS NOTICE ABOUT?

This notice confirms that your claim has been received by the Settlement Administrator. It also concerns certain deadline extensions and further explains your legal rights under the Edna Mahan Correctional Facility for Women (“EMCFW”) class settlement agreement, including the release that all Class Members are giving to the New Jersey Department of Corrections (“NJDOC”) as a condition of the settlement.

PLEASE NOTE THAT IF YOU DO NOT TAKE ANY ACTION, you will remain a Class Member under the class settlement and will receive compensation, but you will also give up the right to assert certain legal claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW.

On November 19, 2021, the Superior Court of New Jersey approved the settlement of the class action lawsuits captioned Nobles, et al. v. Anderson, et al., Docket No. HNT-145-19 (formerly MER-L-2644-17) and Brown, et al. v. State of New Jersey Department of Corrections, Docket No. HNT-76-19 (formerly MER-503-18). As a condition of approval, the Court required a short extension of deadlines so all Class Members would receive this supplemental notice and have additional time to evaluate whether they continue to want to submit a claim for compensation or to opt out of the settlement after having the opportunity to read this notice.

HOW DOES PARTICIPATING IN THE CLASS SETTLEMENT AFFECT MY LEGAL RIGHTS?

The class settlement agreement only applies to Class Members who do not elect to opt out of the Settlement Class as further explained below. Class Members include only those women who were incarcerated at EMCFW for one day or more starting at any time since January 1, 2014 **and** who have never filed a lawsuit or tort claims notice against NJDOC or prison officials for claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW. Class Members can decide to opt out of the class settlement, which means that they will not be treated as a Class Member. In exchange for paying compensation under the class settlement agreement, the State of New Jersey, NJDOC, and their representatives will receive a release of claims from all Class Members who do not opt out. A release like this is standard in any class action settlement, and there would not be any settlement compensation without a release.

WHAT CLAIMS AM I RELEASING IF I DO NOT OPT OUT?

The release only applies to Class Members who do not opt out and is limited to claims relating

to allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW. This includes claims for violations of civil rights based on allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW; violations of the New Jersey Law Against Discrimination based on sex or gender; or 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 at EMCFW. The release only applies to claims relating to events that happened or happen on or before January 10, 2022. Please note that this release does not prohibit separate civil rights, discrimination, personal injury, or property claims that do not relate to any sexual misconduct.

If a Class Member either files a claim under Tier 1, Tier 2, or Tier 3 or fails to file claim but does not opt out of the Settlement on or before January 10, 2022, she is forever barred from filing a lawsuit or claim against Defendants for claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW up to January 10, 2022. If an individual claim, lawsuit, or tort claims notice is filed by a Class Member by January 10, 2022, that person will not be a Class Member eligible for compensation under this Settlement because they have elected to pursue an individual claim instead. If an individual claim or lawsuit subject to the release is filed by a Class Member after January 10, 2022, that claim or lawsuit would be subject to dismissal due to the release under the class settlement agreement.

If you do not want to be bound by the release as described above, you need to submit a form to opt out of the class settlement as set forth below. Opting out would allow you to assert individual claims, but you would not receive any compensation under the settlement agreement.

WHAT DOES IT MEAN TO OPT OUT OF THE CLASS SETTLEMENT?

Opting out of the class settlement means that you would not be a Class Member. Anyone who has opted out will not receive any compensation under the class settlement agreement, but she also would not be subject to the release and would not be barred from asserting individual claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW.

DIRECTIONS TO OPT OUT OF THE CLASS SETTLEMENT

In the event you have changed your mind and you want to opt out of the settlement and not receive compensation under the class settlement agreement, you have until **January 10, 2022** to mail the enclosed Opt-Out Form to the Settlement Administrator in the enclosed postage-prepaid envelope. **DO NOT SUBMIT THE OPT-OUT FORM IF YOU WANT TO RECEIVE COMPENSATION UNDER THE CLASS SETTLEMENT AGREEMENT. SUBMITTING THIS OPT OUT FORM WILL RESULT IN YOUR CLAIM BEING WITHDRAWN FROM THIS SETTLEMENT.**

ADDITIONAL INFORMATION IF I WANT TO CONTINUE MY ELECTION OF FILING A CLAIM

If you selected Tier 1 on your claim form and you want to continue with that claim, you are not required to take any further action to receive your compensation under the class settlement.

If you selected Tier 2 and did not request a hearing before the Special Master and you want to continue with that claim, you now have until **January 10, 2022** to submit your sworn affidavit or certification along with any supporting documentation if you have not done so already. The Special Master will decide your claim and how much you should be compensated.

If you selected Tier 2 and did request a hearing before the Special Master and you want to continue with that claim, you may still submit your sworn affidavit or certification along with any supporting documentation up until **thirty (30) days before your hearing** with the Special Master, which has not yet been scheduled. The Special Master will decide your claim and how much you should be compensated.

If you selected Tier 3 and you want to continue with that claim, you may still submit your sworn affidavit or certification along with any supporting documentation up until **thirty (30) days before your hearing** with the Special Master, which has not yet been scheduled. The Special Master will decide your claim and how much you should be compensated.

HOW DO I GET MORE INFORMATION? Further information about the settlement, including copies of the complete Settlement Agreement and the Amendment to the Settlement Agreement, is available on the Settlement Website at www.EMCFWsettlement.com. You may also contact the Settlement Administrator:

By Phone: 1-844-810-1507

By Email: info@EMCFWsettlement.com

By Mail: EMCFW Settlement Administrator
PO Box 3595, Baton Rouge, LA 70821

(Opt-Out Form on reverse)

**EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN
CLASS ACTION LITIGATION SETTLEMENT**

OPT-OUT FORM

ONLY COMPLETE AND RETURN THIS FORM IF YOU WISH TO WITHDRAW YOUR
CLAIM AND NOT PARTICIPATE IN THE SETTLEMENT CLASS.

SUBMITTING THIS FORM MEANS **YOU WILL NOT RECEIVE
COMPENSATION** UNDER THE CLASS ACTION SETTLEMENT

Must be Postmarked by **January 10, 2022**

Name: _____

SBI No.: _____ D.O.B.: _____

Address: _____

By submitting this Opt-Out Form, I am deciding that I do not want to be a Class Member in the class action settlement involving allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at Edna Mahan Correctional Facility for Women.

I acknowledge that I will not be bound by any terms of the class action settlement agreement, that I will not receive any compensation in connection with the settlement, and that I will be able to assert individual claims for sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW.

Date: _____

Signature: _____

Name: _____

EXHIBIT D

EXHIBIT D

EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN CLASS ACTION LITIGATION SETTLEMENT

SUPPLEMENTAL NOTICE TO CLASS MEMBERS

WHAT IS THIS NOTICE ABOUT?

This notice concerns certain deadline extensions and further explains your legal rights under the Edna Mahan Correctional Facility for Women (“EMCFW”) class settlement agreement, including the release that all Class Members who do not opt out are giving to the New Jersey Department of Corrections (“NJDOC”) as a condition of the settlement. **As of October 29, 2021, the Settlement Administrator has not received a claim from you.** If you do not take any action by January 10, 2022, while you **will not** receive any compensation under the class settlement agreement, you **will be deemed to have given up** the right to assert certain legal claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW.

On November 19, 2021, the Superior Court of New Jersey approved the settlement of the class action lawsuits captioned Nobles, et al. v. Anderson, et al., Docket No. HNT-145-19 (formerly MER-L-2644-17) and Brown, et al. v. State of New Jersey Department of Corrections, Docket No. HNT-76-19 (formerly MER-503-18). As a condition of approval, the Court required a short extension of deadlines so all Class Members would have additional time to submit claims for compensation or to opt out of the settlement after having the opportunity to read this notice.

HOW DOES PARTICIPATING IN THE CLASS SETTLEMENT AFFECT MY LEGAL RIGHTS?

The class settlement agreement only applies to Class Members who do not opt out. Class Members include only those women who were incarcerated at EMCFW for one day or more starting at any time since January 1, 2014 and who has never filed a lawsuit or tort claims notice against NJDOC or prison officials for claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW. Class Members can decide to opt out of the class settlement, which means that they will not be treated as a Class Member. In exchange for paying compensation under the class settlement agreement, the State of New Jersey, NJDOC, and their representatives will receive a release of claims from all Class Members. A release like this is standard in any class action settlement, and there would not be any settlement compensation without a release.

WHAT CLAIMS AM I RELEASING IF I DO NOT OPT OUT?

The release only applies to Class Members who do not opt out and is limited to claims relating to allegations of sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW. This includes claims for violations of civil rights based on allegations of sexual harassment, sexual abuse, hostile

environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW; violations of the New Jersey Law Against Discrimination based on sex or gender; or 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 at EMCFW. The release only applies to claims relating to events that happened or happen on or before January 10, 2022. Please note that this release does not prohibit separate civil rights, discrimination, personal injury, or property claims that do not relate to any sexual misconduct.

If a Class Member either files a claim under Tier 1, Tier 2, or Tier 3 or fails to file claim but does not opt out of the Settlement on or before January 10, 2022, she is forever barred from filing a lawsuit or claim against Defendants for claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW up to January 10, 2022. If an individual claim, lawsuit, or tort claims notice is filed by a Class Member by January 10, 2022, that person will not be a Class Member eligible for compensation because they have elected to pursue an individual claim. If an individual claim or lawsuit subject to the release is filed by a Class Member after January 10, 2022, that claim or lawsuit would be subject to dismissal due to the release under the class settlement agreement.

If you do not want to be bound by the release, you need to either file a separate lawsuit or tort claim notice for claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW up to January 10, 2022 or submit a form to opt out of the class settlement as set forth below. Opting out allows you to assert individual claims, but you would not receive any compensation under the settlement agreement.

WHAT DOES IT MEAN TO OPT OUT OF THE CLASS SETTLEMENT?

Opting out of the class settlement means that you would not be a Class Member. Anyone who has opted out will not receive any compensation under the class settlement agreement, but she also would not be subject to the release and would not be barred from asserting individual claims relating to sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW.

DIRECTIONS TO OPT OUT OF THE CLASS SETTLEMENT

You may choose to opt out of the class settlement agreement. Included with this notice is an Opt-Out Form that allows you to exempt yourself from the class settlement agreement. You must complete the Opt-Out Form, sign it, and mail it to the Settlement Administrator in the enclosed postage-prepaid envelope **on or before January 10, 2022**. Alternatively, you can opt out of the settlement by filing an individual lawsuit by January 10, 2022 that alleges sexual harassment, sexual abuse, hostile environment based on sexually improper conduct or gender discrimination or retaliation for reporting such conduct at EMCFW on or before January 10, 2022. If you opt out, you will not receive any compensation but you will not be bound by the release under the class settlement agreement as set forth above. **DO NOT SUBMIT THE OPT-OUT FORM IF YOU WANT TO RECEIVE COMPENSATION UNDER THE CLASS SETTLEMENT AGREEMENT.** As set forth below, to receive compensation under the class settlement agreement, you must file a claim by January 10, 2022.

WHAT DO I NEED TO DO IF I WANT TO FILE A CLAIM UNDER THIS SETTLEMENT AGREEMENT?

You may choose to submit a claim and receive compensation under the class settlement agreement. Enclosed with this notice is a Claim Form that allows you to submit a claim under Tier 1, Tier 2, or Tier 3. There are different criteria, compensation levels, and requirements for each tier that are summarized in the table below and in the original class notice. You must complete all sections of the Claim Form and select a tier for your claim. You can also request free pro bono assistance for a claim under Tier 2 or Tier 3. You must then sign the certification and mail the Claim Form to the Settlement Administrator in the enclosed postage-prepaid envelope **on or before January 10, 2022**. By submitting a claim, you will receive compensation according to your tier and will be bound by the release under the class settlement agreement as set forth above.

| Level | Qualifications | Minimum Compensation | Maximum Compensation |
|--------|---|------------------------|----------------------|
| Tier 1 | Any Class Member who timely submits a Tier 1 claim pursuant to and in full compliance with the requirements of the Settlement Agreement shall receive \$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 | \$1,020 | \$2,920 |
| Tier 2 | Any Class Member who (i) directly experienced Sexual Harassment and (ii) timely submits a Tier 2 claim shall receive compensation to be determined by the special master up to \$4,500 subject to pro rata reduction based on available settlement funds | Tier 1 eligible amount | \$4,500 |
| Tier 3 | Any Class Member who (i) directly experienced Sexual Abuse and (ii) timely submits a Tier 3 claim shall receive compensation to be determined by the special master up to \$250,000 subject to pro rata reduction based on available settlement funds | Tier 1 eligible amount | \$250,000 |

WHAT HAPPENS IF I DO NOTHING? If you do not file a claim or opt out by January 10, 2022, you will not receive any compensation but **you still will be bound by the release** under the class settlement agreement as set forth above.

HOW DO I GET MORE INFORMATION? Further information about the settlement, including copies of the Settlement Agreement and the Amendment to the Settlement Agreement, is available on the Settlement Website at www.EMCFWsettlement.com. You may also contact the Settlement Administrator:

By Phone: 1-844-810-1507

By Email: info@EMCFWsettlement.com

By Mail: EMCFW Settlement Administrator
PO Box 3595, Baton Rouge, LA 70821

**EDNA MAHAN CORRECTIONAL FACILITY FOR WOMEN
CLASS ACTION LITIGATION SETTLEMENT**

OPT-OUT FORM

ONLY COMPLETE AND RETURN THIS FORM IF YOU DO NOT WISH TO PARTICIPATE IN
THE SETTLEMENT CLASS.

IF YOU WISH TO FILE A CLAIM, PLEASE FILL OUT AND COMPLETE THE CLAIM FORM
ENCLOSED WITH THIS NOTICE, AND DISREGARD THIS FORM.

SUBMITTING THIS FORM MEANS YOU WILL NOT RECEIVE
COMPENSATION UNDER THE CLASS ACTION SETTLEMENT

Must be Postmarked by **January 10, 2022**

Name: _____

SBI No.: _____ D.O.B.: _____

Address: _____

By submitting this Opt-Out Form, I am deciding that I do not want to be a Class Member in the class action settlement involving allegations of sexual abuse, sexual harassment, gender discrimination, and retaliation for such conduct at Edna Mahan Correctional Facility for Women.

I acknowledge that I will not be bound by any terms of the class action settlement agreement, that I will not receive any compensation in connection with the settlement, and that I will be able to assert individual claims for sexual abuse, sexual harassment, gender discrimination, and retaliation for such conduct.

Date: _____

Signature: _____

Name: _____