

A.A., B.B., C.C., D.D., E.E., AND F.F., on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

COLONEL PATRICK J. CALLAHAN, in his  
official capacity as Superintendent of State  
Police,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. MER-L-2001-23

Civil Action

**FINAL  
CONSENT ORDER**

This matter having been opened to the Court by Verified Complaint, in the form of a putative class action, against Colonel Patrick J. Callahan, the Superintendent of the New Jersey State Police, under whose supervision is the New Jersey State Police, Expungement Unit (hereinafter the “State Police”), responsible for processing judicial orders of expungement entered by the Superior Court of New Jersey; and

Whereas, the parties engaged in substantive and ongoing good faith efforts to resolve this matter through mutual agreement, and through mediation with the assistance of Justice Jaynee LaVecchia (ret.); and

Whereas, the parties agreed to an initial Interim Consent Order entered by Douglas H. Hurd, P.J.Cv. on April 30, 2024 (the “First Interim Consent Order”); and

Whereas, the parties agreed to a subsequent Interim Consent Order entered by Douglas H. Hurd, P.J.Cv. on August 19, 2024 (the “Second Interim Consent Order”); and

Whereas, the parties signed a Term Sheet on March 11, 2025 (the “Term Sheet”); and

Whereas, the parties signed a Settlement Agreement, which was fully executed on April 17, 2025 (the “Settlement Agreement”); and

Whereas, pursuant to the Term Sheet, the parties have agreed to entry of this Final Consent Order;

Therefore, be it known that the parties agree as follows:

1. The parties agree to comply with the obligations set forth in the Settlement Agreement, which is attached hereto as **Exhibit A** and fully incorporated herein.
2. Pursuant to section 3.a of the Settlement Agreement, this matter is hereby stayed until December 11, 2025.
3. Pursuant to section 3.b of the Settlement Agreement, on or before December 11, 2025, the parties shall file with the Court a stipulation of dismissal without prejudice pursuant to R. 4:37-1, or otherwise shall file a status report with the Court explaining why such a stipulation was not filed.
4. Pursuant to section 3.c of the Settlement Agreement, on or before September 12, 2026, the parties shall file with the Court a stipulation of dismissal with prejudice pursuant to R. 4:37-1, or otherwise shall file a status report with the Court explaining why such a stipulation was not filed.

It is on this 22nd day of April, 2025

**ORDERED** that:

The above be implemented immediately upon entry of this order.

/s/ Douglas H. Hurd

Hon. Douglas H. Hurd, P.J.Cv.

We hereby consent to the form and entry of the within Consent order.

NEW JERSEY OFFICE OF THE PUBLIC DEFENDER



Michael R. Noveck, Deputy Public Defender  
Attorney for Plaintiffs

CHIESA SHAHINIAN & GIANTOMASI PC



Matthew E. Beck, Esq.  
Attorney for Defendant, Colonel Patrick J. Callahan

# Exhibit A

## **SETTLEMENT AGREEMENT AND RELEASE**

*A.A. et al. v. Callahan*, MER-L-2001-23

Date: April 11, 2025

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This Settlement Agreement and Release (the “Agreement”) is made and entered into by plaintiffs A.A., B.B., C.C., D.D., E.E., and F.F. (the “Plaintiffs”), represented by the Office of the Public Defender (the “OPD”), and Colonel Patrick J. Callahan, in his official capacity as Superintendent of State Police (the “NJSP”), represented by Chiesa Shahinian & Giantomasi PC, to resolve the matter identified above and currently pending in the New Jersey Superior Court, Law Division (the “Litigation”). The Plaintiffs and the NJSP are each referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, without admission of fault or liability, the Parties wish to resolve the Litigation, and any and all claims, potential claims, controversies and differences between them, upon terms and conditions set forth in this Agreement; and

**WHEREAS**, during the pendency of the Litigation, the Parties have entered into two Interim Consent Orders: the first being entered April 30, 2024, and the second being entered August 19, 2024 (collectively the “Interim Consent Orders”). Those consent orders provided guidance and direction to the NJSP in how to process certain types of judicial orders of expungement (“Expungement Order” or “Expungement Orders”); and

**WHEREAS**, on March 11, 2025, the Parties executed a term sheet detailing the Parties’ agreement to the material terms of settlement of the Litigation (the “Term Sheet”); and

**WHEREAS**, the OPD filed the Term Sheet with the court on March 12, 2025; and

**WHEREAS**, as set forth below, the Parties intend this Settlement Agreement and Release to integrate the necessary and operative terms of the Interim Consent Orders and the Term Sheet into one comprehensive settlement agreement;

**NOW, THEREFORE**, for good and sufficient consideration and the mutual promises contained herein, the Parties agree as follows:

1. Settlement Terms. The parties agree to the following:
  - a. The NJSP, subject to section 1.c below, commits to processing each Expungement Order it receives within 120 days of receipt, such that the expungement petitioner’s applicable computerized criminal history (“CCH”) record is cleared of expunged records. The NJSP also commits to providing notice to the petitioner that the CCH has been cleared of expunged records in this same timeframe. The NJSP further commits to taking best efforts to process each Expungement Order and provide notice to the petitioner within 90 days of receipt. In the unique case where the court finds exceptional circumstances for this time period to be shortened for a particular

expungement order, with those circumstances stated in the order, the NJSP will make every effort to comply upon receipt of written notice identifying the shortened period to the NJSP at the following email address: [expungementlegal@njsp.gov](mailto:expungementlegal@njsp.gov).

- b. The NJSP agrees that by June 1, 2025, it will have processed all known Expungement Orders, subject to section 1.c below, that are more than 120 days old (received before February 1, 2025). For purposes of this paragraph, an Expungement Order will be deemed “processed” when the CCH record is cleared of expunged records and notice is provided to the petitioner that the CCH has been cleared of expunged records as described in section 1.a.
- c. Notwithstanding the provisions in sections 1.a and 1.b, the Parties agree and acknowledge that certain Expungement Orders will require additional information or an amended order to be processed properly pursuant to the Interim Consent Orders and incorporated in section 2 below. In such circumstances, the Parties agree to the following procedures, which apply only to Expungement Orders that require additional information or an amended order pursuant to section 2 below:
  - i. Within 120 days of receipt of the Expungement Order requiring additional information or an amendment pursuant to section 2 below, the NJSP will make any necessary request to the appropriate parties and counsel (including the OPD if there is no counsel).
  - ii. When an amended Expungement Order is required, the NJSP agrees to process the amended Expungement Order within 15 days of written notice from the OPD, petitioner, or private counsel for petitioner, that such amended Expungement Order has been entered. Written notice shall be provided to NJSP at the following email address: [expungementlegal@njsp.gov](mailto:expungementlegal@njsp.gov). If such written notice of entry of an amended Expungement Order is not provided, the NJSP agrees to process the amended Expungement Order within 45 days of receipt of the amended Expungement Order.
  - iii. If an amended Expungement Order is not required, the NJSP agrees to process the Expungement Order within 15 days of receipt of requested information sufficient to process the original order. The NJSP shall receive such requested information at the following email address: [expungementlegal@njsp.gov](mailto:expungementlegal@njsp.gov).
- d. The NJSP has launched an online portal ([expungement.njsp.gov](http://expungement.njsp.gov)) wherein petitioners can register for an account using their email address and other required information and view the status of their respective Expungement Orders. Registered petitioners will receive email updates alerting them that the status of their order has changed, and they can view the update online. The NJSP agrees to maintain all parts of the portal within its control.

- e. In order to ensure ongoing compliance with the terms of this Agreement, the Parties agree to the following procedures for a period of eighteen months that commenced upon execution of the Term Sheet on March 11, 2025:
    - i. The NJSP will make publicly available on its website and provide directly to the OPD and the mediator, Honorable Jaynee LaVecchia, S. Ct. Justice, (ret.), a monthly statistics sheet for each of the first 18 months following the execution of the Term Sheet (from April 2025 through September 2026). The statistics sheet shall report the number of Expungement Orders received year-to-date starting January 1 of the year being reported by expungement type, the number of Expungement Orders received each month by expungement type, the number of Expungement Orders processed year-to-date, and the expungement queue, defined as follows: (1) the number of Expungement Orders pending for more than 90 days; and (2) the number of Expungement Orders pending for more than 120 days. Every three months, the reporting required by this section will also include a breakdown in the 90- and 120-day categories between expedited and non-expedited orders. The parties may agree on any other data points to be provided in addition to those listed in this section.
    - ii. In addition to making its statistics sheet publicly available and providing a copy thereof to the OPD and Justice LaVecchia, the NJSP will also on a monthly basis (between April 2025 and September 2026) provide to the OPD and Justice LaVecchia an audit report that contains: (1) all Expungement Order docket numbers received during the preceding 120 days; and (2) specific information about 25 of those Expungement Order docket numbers that are randomly selected by a computer program. The information required for the 25 Expungement Orders shall include: the date the applicable Expungement Order was received, the date intake was completed, the date the Expungement Order was processed, the date(s) that the petitioner's entry in the expungement portal was updated, and any other data points upon which the parties agree. The computer program used to randomly select the 25 Expungement Order docket numbers will be provided as part of the audit report.
    - iii. For all statistics and audit reports the NJSP is required to produce under this section 1.e, the Parties agree that the NJSP shall provide such reports within the first 10 business days of the calendar month.
2. Incorporated Terms of the Interim Consent Orders. The following terms from the Interim Consent Orders are hereby incorporated in this Agreement:
- a. The Parties agree that the NJSP will not object to, and will promptly process, judicial orders of expungement filed as Clean Slate, N.J.S.A. 2C:52-5.3, or Recovery Court Orders of Expungement, N.J.S.A. 2C:35-14(m), when those orders contain or involve any of the following directions or circumstances:

- i. The Clean Slate expungement order contains direction to expunge a municipal ordinance violation; or
  - ii. The Recovery Court expungement order contains direction to expunge a municipal ordinance violation; or
  - iii. The Clean Slate expungement order, which could have been filed as a regular expungement petition under N.J.S.A. 2C:52-2, was filed and entered by the court as a Clean Slate expungement order; or
  - iv. The Clean Slate expungement order, which could have been filed as two regular expungement petitions under N.J.S.A. 2C:52-2, was filed and entered by the court as a Clean Slate expungement order; or
  - v. The Clean Slate expungement order addresses multiple convictions, when some of the convictions could have been filed as regular expungement petitions under a different statute but the remainder only qualified for Clean Slate, was filed and entered by the court as a Clean Slate expungement order for all the convictions; and
- b. Further, the Parties agree that the NJSP will not object to, and will promptly process, judicial orders of expungement in which the biographical information contained therein is incomplete but nonetheless sufficient to confirm the identity of the petitioner and the petitioner's records ordered to be expunged, but in instances where the judicial orders of expungement contain biographical information that is incomplete and insufficient to confirm the identity of the petitioner and the petitioner's records ordered to be expunged, the NJSP will not process such an order but instead will provide notice to the county prosecutor's office where the petition was filed as well as to either counsel for the petitioner, or if no counsel exists, to the Office of the Public Defender who will be responsible for obtaining an amended order that has sufficient biographical information, on notice to the county prosecutor's office, as needed for the NJSP to identify the individual at issue and process the order; and
- c. Further, and upon recognition that judicial orders of expungement demand the expungement not only of the precise records identified therein but also of all records connected to or issuing from the underlying arrest or criminal event identified in the order, the Parties agree that the NJSP will not object to, and will promptly process, judicial orders of expungement which, although missing information related to the underlying arrest or criminal event that is contained in the NJSP's records, do contain sufficient information related to the underlying arrest or criminal event to identify the records ordered to be expunged, and that, in processing such orders, the NJSP shall expunge all expungable information related to the underlying arrest or criminal event contained in the NJSP's records, regardless of that information's inclusion on the judicial order of expungement; and



- d. Further, the Parties agree that the NJSP will not object to, and will promptly process, judicial orders of expungement in which the NJSP is instructed to expunge records that it does not have in its possession, custody or control, such as search engine results or restraining orders issued by the Family Part of the Superior Court, as well as orders in which the NJSP is instructed to expunge records that it is not authorized to expunge, such as DNA records, with the understanding that the NJSP will expunge only those records within its possession, custody or control which are defined as expungable records pursuant to N.J.S.A. 2C:52-1, and in doing so will fully discharge its duty to faithfully comply with the judicial order of expungement as a matter of law; and
- e. The Parties agree that in the event a county prosecutor files an objection to a pro se expungement petition due to the appearance of charges listed under the “Pending Municipal Charges” or “Pending Criminal Charges” headings on the petitioner’s Party Court History (“PCH”) form and the face of the petition does not contain a satisfactory explanation of the disposition of such charges, the OPD, after being assigned as counsel, shall henceforth take the following steps:
  - i. In cases where the final disposition of the charge in question is readily discernable by reference to another item on the PCH form, the OPD will henceforth notify the County Prosecutor who issued the objection, revise the petition to include a summary in the “Additional Case Details” section explaining how the charges in question were disposed, and to the extent available attach any related documents to the revised petition, with the goal of ensuring that the NJSP has access to the same information regarding the disposition as the Prosecutor and the court. In all such cases, the NJSP will promptly process the order granting the revised petition; or
  - ii. In cases where the final disposition of the charge in question is not readily discernable by reference to the PCH form, the OPD will henceforth seek additional documentation attesting to the final disposition of the charge in question. This additional documentation may take the form of, but is not limited to, the following items: (1) a screenshot or printout from the Person Case Search and Manage (“PCSAM”) database maintained by the Administrative Office of the Courts (“AOC”), which contains the final disposition of the charge in question; (2) a Judgment of Conviction, or any other document issued by a Superior Court, which demonstrates the final disposition of the charge in question; or (3) a certified disposition issued by a Municipal Court, which demonstrates the final disposition of the charge in question. If neither the AOC database, nor the Superior Court, nor the Municipal Court possesses a record confirming the disposition of the charge in question, whether due to inexact bookkeeping, the old age of the documents sought, or any other reason, the OPD will seek a letter from the court in which the charges are listed as apparently “pending” that attests to the absence of any such records; if that court does not readily provide such a letter, an attorney from the OPD will attest to the same facts in a certification and upload the certification in lieu of records or a letter from



the court. Once in possession of this documentation or certification, the OPD will henceforth notify the County Prosecutor that issued the objection, upload the documentation to the eCourts Expungement Portal, and submit a revised petition that lists the dispositions of the charges in question in the “Additional Case Details” section, if known, with the goal of ensuring that the NJSP has access to the same information regarding the disposition as the Prosecutor and the court. Upon receipt of the order granting the revised petition that contains an explanation of the disposition of the pending charge as described above, the NJSP will promptly process the order granting the revised petition; and

- f. In recognition that the NJSP’s current access privileges within the eCourts Expungement Portal limit the amount of documentation that is available to it when it processes a judicial order of expungement, and in further recognition that the computer databases maintained by the NJSP and the Judiciary do not always accurately reflect the final disposition of criminal charges, including transferred or remanded charges, the parties agree that when the NJSP identifies in a judicial order of expungement a charge or charges that have been transferred or remanded to a different court or appear to be active or otherwise pending a final disposition, the NJSP shall examine the expungement petition, the judicial order of expungement, the PCH form, and all other documents in possession of the NJSP to determine whether any such document lists the disposition of the charge or charges in question. When no such document lists the disposition, the NJSP will take the following action:
  - i. For a Clean Slate expungement ordered pursuant to N.J.S.A. 2C:52-5.3, if the date listed of transfer, remand, or case initiation, whichever is later, is more than ten (10) years before the date the NJSP is processing the judicial order of expungement and the charge or charges in question do not pertain to a record of conviction of an offense enumerated as a non-expungable offense pursuant to N.J.S.A. 2C:52-2(b) or (c), the NJSP will promptly process the order in its entirety, including the charge or charges that were transferred or remanded or for which no final disposition is listed; or
  - ii. For a regular expungement ordered pursuant to N.J.S.A. 2C:52-2 and/or 2C:52-3, if the date listed of transfer, remand, or case initiation, whichever is later, is more than five (5) years before the date the NJSP processes the judicial order of expungement and the charge or charges in question do not pertain to a record of conviction of an offense enumerated as a non-expungable offense pursuant to N.J.S.A. 2C:52-2(b) or (c), the NJSP will promptly process the order in its entirety, including the charge or charges that were transferred or remanded or for which no final disposition is listed; or
  - iii. For an ordinance expungement order pursuant to N.J.S.A. 2C:52-4, if the date listed of transfer, remand, or case initiation, whichever is later, is more than two (2) years before the date the NJSP processes the judicial order of

expungement and the charge or charges in question do not pertain to a record of conviction of an offense enumerated as a non-expungable offense pursuant to N.J.S.A. 2C:52-2(b) or (c), the NJSP will promptly process the order in its entirety, including the charge or charges that were transferred or remanded or for which no final disposition is listed; or

- iv. If the date of transfer, remand, or case initiation, whichever is later, is sooner than the appropriate temporal threshold identified in sections 2(f)(i), 2(f)(ii), and 2(f)(iii) above, or if the charge or charges in question pertain to a record of conviction of an offense enumerated as a non-expungable offense pursuant to N.J.S.A. 2C:52-2(b) or (c), the NJSP will not process the order, and instead will provide notice to the county prosecutor's office where the petition was filed as well as to either counsel for the petitioner, or if no counsel exists, to the OPD who will be responsible for providing documentation or a certification clarifying the final disposition of the charges in question as described in sections 2(e)(i) and 2(e)(ii) above, provided that, upon receipt of such documentation or certification, the NJSP will promptly process the order on a prioritized schedule, and further provided that the NJSP will not, under any circumstance, process a record of conviction designated as non-expungable under N.J.S.A. 2C:52-2(b) or (c); and
- g. Understanding that in many counties the Judiciary may not have updated the status of a completed juvenile deferred disposition in the Family Automated Case Tracking System ("FACTS") to mark its successful completion, the parties agree that when the NJSP identifies in a judicial order of expungement a juvenile case that received a deferred disposition, and the final disposition of that juvenile case is not readily apparent to the NJSP based on Judiciary or NJSP records, the NJSP will take the following action:
  - i. When the end date of the deferred disposition period is more than six (6) months before the date the NJSP processes the order and there is no affirmative indication in NJSP or Judiciary records that the petitioner is still subject to the deferred disposition, the NJSP will not object to, and will promptly process, the judicial order of expungement; or
  - ii. When the end date of the deferred disposition period is less than six (6) months before the date the NJSP processes the order or there is affirmative indication in NJSP or Judiciary records that the deferred disposition is still being served by the petitioner or that the deferred disposition was revoked and the charges were reinstated and are still pending against the petitioner, the NJSP will not process that order, but instead will provide notice to the county prosecutor's office where the petition was filed as well as to either counsel for the petitioner, or if no counsel exists, to the OPD who will be responsible for confirming whether the deferred disposition is still being served; and

- h. The parties agree that when the NJSP receives a judicial order of expungement that contains arrests, charges, or other references to criminal events that pertain not to the named petitioner but instead to another person, the NJSP will take the following action:
  - i. If the judicial order of expungement was granted prior to August 19, 2024, the NJSP will promptly comply with the expungement order in its entirety except that it will not expunge those records which, after due diligence by the NJSP, have been determined not to pertain to the named petitioner; or
  - ii. If the judicial order of expungement was granted on or subsequent to August 19, 2024, the NJSP will not process that order, but instead will provide notice to the county prosecutor's office where the petition was filed as well as to either counsel for the petitioner, or if no counsel exists, to the OPD who will be responsible for obtaining a revised order that does not contain the arrests, charges, or any other references to criminal events that pertain to a person other than the named petitioner, and upon service of the revised order, the NJSP will promptly process the same on a prioritized schedule; and
- i. The parties agree that when a judicial order of expungement contains references to a criminal complaint, indictment, or other criminal event or record that does not match records held by the NJSP (e.g., the expungement order contains a different complaint number than the NJSP records do), the NJSP will not process that order, but instead will provide notice, where such notice describes the precise mismatch between the order and the NJSP records, when available, to the county prosecutor's office where the petition was filed as well as to either counsel for the petitioner, or if no counsel exists, to the OPD who will be responsible for obtaining a revised order containing corrected information, and upon service of the revised order, the NJSP will promptly process the same on a prioritized schedule.

3. Dismissal of Action. The Parties agree to conclude this Litigation in three phases as follows:

- a. The first phase commenced upon the execution of the Term Sheet on March 11, 2025 and shall continue until December 11, 2025 for a total of 9 months. During this phase, this Litigation shall continue to be stayed, but remain open so that any violation can be brought to the court's attention, subject to section 11 below.
- b. The second phase will commence on December 12, 2025, provided that there is no dispute between the parties about NJSP's compliance with a material term of this Agreement that the parties have been unable to resolve without resorting to mediation as provided in section 11 below. In the event that mediation before Justice LaVecchia is required, the beginning of the second phase shall not be tolled unless Justice LaVecchia determines NJSP's alleged lack of compliance is substantiated and material to such a degree that tolling is necessary. At the beginning of the second phase, the parties will file a stipulation of dismissal without

prejudice pursuant to R. 4:37-1. The second phase will continue until September 11, 2026 for a total of 9 months.

- c. At the end of the second phase, on September 12, 2026 (18 months from the signing of the Term Sheet), the Parties shall then file with the court a stipulation pursuant to R. 4:37-1 dismissing the action with prejudice provided that there is no dispute between the parties about NJSP's compliance with a material term of this Agreement that the parties have been unable to resolve without resorting to mediation as provided in section 11 below. In the event that mediation before Justice LaVecchia is required, the ending of the second phase shall not be tolled unless Justice LaVecchia determines NJSP's alleged lack of compliance is substantiated and material to such a degree that tolling is necessary. Upon dismissal of the Litigation with prejudice, Justice LaVecchia's duties as mediator shall be discharged.

4. Integration Clause. This Agreement is an integrated agreement and contains the complete and entire agreement of the Parties. It may not be modified, changed, contradicted, added to, or altered in any way by any previous or concurrent written or oral agreements or any subsequent oral agreements. No amendments or variations of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. No representations, warranties or promises have been made or relied upon by any Party other than as set forth herein. This Agreement supersedes and controls all prior and contemporaneous communications between the Parties or their representatives relative to the matters contained herein, including the Interim Consent Orders, Term Sheet, and oral discussions.

5. Effective Date. This Agreement is effective and binding upon the Parties as of the date provided above. Notwithstanding the foregoing, the Parties agree and acknowledge that certain obligations contained herein commenced upon the execution of the Term Sheet and remain in effect as having so commenced.

6. No Other Proceedings. The Parties represent to each other that they have not instituted, nor are they aware of any other actions, claims or proceedings of any type whatsoever regarding Plaintiffs' individual claims at issue in the Litigation involving any of the Parties.

7. No Admission of Liability. The NJSP expressly denies the validity of Plaintiffs' claims contained in the October 23, 2023 Complaint, and nothing contained herein may be used or viewed as an admission of liability by the NJSP.

8. Release of Claims by Plaintiffs. Plaintiffs and all their present, former or future agents, personal representatives, heirs, beneficiaries, executors, administrators, and assigns (hereinafter referred to as the "Releasers") hereby irrevocably and unconditionally forever release, acquit, and discharge the NJSP and any of its past or present successors, assigns, employees, agents, officers, directors, attorneys, legal representatives, insurers, reinsurers, or consultants, as well as 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 (collectively, the "Released Parties"), from and against any and all claims, debts, sums of money, obligations, losses, costs,

attorney's fees, controversies, suits, actions, causes of action, liabilities, judgments, damages, expenses, claims, or demands in law or in equity, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever, which the Releasors ever had or now have, which were, could have been or should have been asserted as of the date of this Agreement and that relate to the facts alleged in the complaint in the Litigation. For the avoidance of any doubt, Releasors are releasing, without limitation, any and all claims that actually were asserted against any of the Released Parties or could have been asserted against any of the Released Parties and that relate to the facts alleged in the complaint in the Litigation.

9. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement has been negotiated by and between the Parties' respective counsel and shall not be construed against the "drafter" of the Agreement.

10. Enforceability and Severability. The Parties agree and acknowledge that each of the provisions of this Agreement is reasonable and should be fully enforceable. However, if any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable because it is overbroad or unreasonable, the Parties agree that such provision(s) may be modified and enforced to the maximum extent permissible. If any provision of this Agreement is held to be invalid and cannot be modified so as to make it enforceable, then such provision shall be deemed to be severed from the Agreement and the remaining provisions shall remain in full force and effect.

11. Breach. Should the NJSP fail to comply with the terms of the Agreement at any point during the two phases outlined in section 3 above, the Parties agree to first meet and confer to discuss potential remedies and solutions. If the Parties are unable to reach a resolution during their meet and confer, they shall then mediate before Justice LaVecchia. Only if the Parties are still unable to reach a resolution during mediation may the OPD then seek relief from the court.

12. Legislative Changes. The Parties understand and agree there may be circumstances that make it impossible for the NJSP to be able to comply with the Agreement, such as new legislation. If such circumstances are to happen before this action is dismissed with prejudice as set forth in section 3.c., the NJSP will bring the issue to the attention of the OPD and Justice LaVecchia. The OPD and the NJSP agree to first meet and confer about possible modifications to the Agreement. If the Parties are unable to reach a resolution, they shall then mediate before Justice LaVecchia. Only if the Parties are still unable to reach a resolution during mediation may the NJSP then seek relief from the court.

13. Governing Law and Jurisdiction. This Agreement shall be deemed to be made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed under the laws of New Jersey. The Parties agree that venue for any litigation brought to enforce this Agreement shall lie exclusively with the Superior Court of New Jersey in the County of Mercer, or if that court refuses jurisdiction, in any court of competent jurisdiction in New Jersey. The provisions of this section are made without prejudice to the resolution procedures detailed in sections 11 and 12.

14. Further Assurances. The Parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.

15. Headings. The headings of the provisions herein are for convenient references only, and the same shall not be nor deemed to be, interpretative of the contents of such provision.

16. Signatures. The Parties hereby signify their agreement to the above terms by their signatures below. The undersigned signatories represent that they have the authority to enter into this Agreement. Specifically, the OPD represents that it has in escrow the signatures of the individual Plaintiffs, who for the purposes of this Litigation remain anonymous, and the OPD further represents it has the authority to sign on the individual Plaintiffs' behalf. The Parties represent that this Agreement was signed and that the Parties entered into this Agreement by voluntary act and deed. This Agreement may be executed in counterparts including by fax or other electronic transmission, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties confirm that they have each retained counsel in this matter and that each Party has been fully advised by their respective counsel prior to executing this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement below.

[SIGNATURE PAGE FOLLOWS]

**NEW JERSEY OFFICE OF THE PUBLIC DEFENDER**

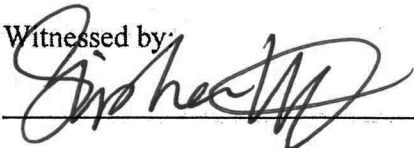


4-16-2025

Michael R. Noveck, Deputy Public Defender

Date

Witnessed by:



4/16/25

Date

**CHIESA SHAHINIAN & GIANTOMASI PC**

Matthew E. Beck, Esq.

Date

Witnessed by:

Date

**OFFICE OF THE ATTORNEY GENERAL**

Angela Cai, Executive Assistant Attorney General

Date

Witnessed by:

Date



**NEW JERSEY OFFICE OF THE PUBLIC DEFENDER**

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Michael R. Noveck, Deputy Public Defender

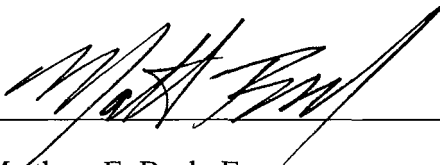
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Witnessed by:

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Date

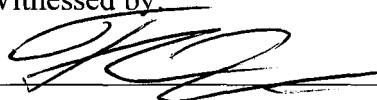
**CHIESA SHAHINIAN & GIANTOMASI PC**

  
Matthew E. Beck, Esq.

4-14-2025

Date

Witnessed by:



4-14-2025

Date

**OFFICE OF THE ATTORNEY GENERAL**

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Angela Cai, Executive Assistant Attorney General

Date

Witnessed by:

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Date

**NEW JERSEY OFFICE OF THE PUBLIC DEFENDER**

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Michael R. Noveck, Deputy Public Defender

Date

Witnessed by:

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Date

**CHIESA SHAHINIAN & GIAN TOMASI PC**

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Matthew E. Beck, Esq.

Date

Witnessed by:

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Date

**OFFICE OF THE ATTORNEY GENERAL**



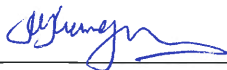
4/17/2025

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Sundeeep Iyer, Acting Executive Assistant Attorney General

Date

Witnessed by:

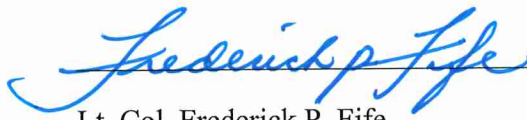


4/17/2025

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Date

**NEW JERSEY STATE POLICE**



Lt. Col. Frederick P. Fife

14 APRIL 2025

Date

Witnessed by:



4-14-25

Date

**MEDIATOR:**

\_\_\_\_\_  
Honorable Jaynee LaVecchia, S. Ct. Justice (ret.)

Date

Witnessed by:

\_\_\_\_\_

Date

**NEW JERSEY STATE POLICE**

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Lt. Col. Frederick P. Fife

Date

Witnessed by:

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Date

**MEDIATOR:**

Jaynee LaVecchia  
Honorable Jaynee LaVecchia, S. Ct. Justice (ret.)

4/14/2025

Date

Witnessed by:

Kelley Struther

4/14/2025

Date