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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
VICINAGE OF TRENTON

IAN HAWKER, NELSON MILES)
and JERMAINE LAWRENCE,
on behalf of themselves)
and all others similarly
situated,)

HONORABLE JOEL A. PISANO, U.S.D.J.

Plaintiffs,)

Civil Action No. 00-2106 (JAP)

v.)

ANDREW CONSOVOY, WILLIAM)
T. McCARGO, LORRAINE
KULICK, PETER W. LOOS,)
DOMINIC PORROVECCHIO,
ROLANDO GOMEZ RIVERA,)
RACHEL TORRES-CHOWANIEC
and RUBY J. WASHINGTON,)

SETTLEMENT AGREEMENT

Defendants.)

THIS SETTLEMENT AGREEMENT dated November 10, 2000 entered into
by and among Ian Hawker, Nelson Miles and Jermaine Lawrence, on
behalf of themselves and all others similarly situated, (the

Hawker v. Consovoy



"Plaintiffs") and Andrew Consovoy, William T. McCargo, Lorraine Kulick, Peter W. Loos, Dominic Porrovecchio, Rolando Gomez Rivera, Rachel Torres-Chowaniec and Ruby J. Washington (the "Defendants"),

WITNESSETH THAT;

WHEREAS, Plaintiffs filed this class action suit on May 2, 2000 against the Defendants seeking injunctive relief, nominal damages and the recovery of attorneys fees and costs (Exhibit H); and

WHEREAS, for the purposes of settlement only, the parties stipulate that the factual requirements of Fed.R.Civ.P. 23(a) and (b)(2) are met with respect to the following class:

All State inmates as of the date of the filing of this suit confined within the facilities of the New Jersey Department of Corrections or county jails who have not received a parole panel hearing referenced in N.J.S.A. 30:4-123.55c or have not been certified for release pursuant to N.J.S.A. 30:4-123.55(b) by their parole eligibility date as set by the Parole Board and all inmates in the future who are so confined and have not received the above cited hearing or release certification.

WHEREAS, for the purposes of settlement only, Defendants join in Plaintiffs' motion to certify the proposed class; and

WHEREAS, the term "parole eligibility date" shall refer to that date on which the Parole Board determines that the inmate is eligible for parole; and

WHEREAS, the term "parole panel hearing" shall mean that hearing referenced in N.J.S.A. 30:4-123.55(c); and

WHEREAS, the term "past eligible inmates" shall be defined as those inmates who have not received a parole board panel hearing by their parole eligibility date; and

WHEREAS, the term "structural past eligible inmates" shall refer to that subset of "past eligible inmates" who become past eligible or will become past eligible in a manner beyond the control of the Parole Board which did not afford the full 120 days provided by N.J.S.A. 30:4-123.54a to prepare for the initial and panel parole hearings. The Plaintiffs and Defendants recognize that public safety requires that the New Jersey Parole Board have a reasonable amount of time to investigate the parole plan and suitability of the inmate prior conducting an initial or panel hearing. Examples of structural past eligible inmates are inmates who are:

a. Past eligible or within less than 120 days of eligibility the day they are sentenced or resentenced for a crime because of the jail credits they received for the days they spent in county jail prior to conviction;

b. Resentenced by the Court to terms shorter than the original terms;

c. Released from the service of a custodial term to probation and then returned to custody as a probation violator and as a result of additional credits awarded for time served, are past

eligible or within less than 120 days of eligibility at the time they are returned to custody;

d. Restored commutation credit, thereby reducing the inmate's sentence and concomitantly reducing his parole eligibility date so he becomes past eligible or within less than 120 days of eligibility at the time the credits are restored;

e. Resentenced from two terms originally deemed consecutive and subsequently deemed concurrent resulting in the inmate being past eligible or within less than 120 days of eligibility at the time of the resentence;

f. Resentenced wherein a longer sentence is vacated and a shorter sentence remains resulting in the inmate being past eligible or within less than 120 days of eligibility at the time of the resentence;

g. Timely scheduled for a parole hearing, refused to participate and then subsequently reconsidered at a time when they are now past eligible for parole;

h. Refuses to cooperate with timely hearing process (for example, refuses to undergo psychological testing permitted by the Parole Act or regulations pursuant to that Act) and subsequently cooperates, but at a time when they are now past eligible for parole;

i. Denied parole and given a future eligibility term and subsequently appeals the Parole Board's decision in that regard;

and the decision of the Parole Board is reversed and remanded in a manner in which the inmate is rendered past eligible or within less than 120 days of eligibility; and

j. Denied parole and given a future eligibility term which does not result in the future parole eligibility date being more than 120 days from the date of decision to deny parole.

WHEREAS, this Settlement Agreement shall resolve all claims for injunctive and declaratory relief only arising out of late parole hearings; and

WHEREAS, N.J.S.A. 30:4-123.54 provides that a preparole report will be filed with the appropriate board panel at 120 days prior to the parole eligibility date of each adult inmate; N.J.S.A. 30:4-123.55(a) provides that a hearing officer shall review the preparole report, and if it is determined that there is no basis in the report of the inmate's statement for denial of parole and that there is no additional relevant information to be developed or produced at a hearing, he shall, at least 60 days prior to the inmate's parole eligibility date, recommend in writing to the assigned member of the board panel that parole release be granted; N.J.S.A. 30:4-123.55(c) provides that if a hearing officer or the assigned member determines that there is a basis for denial of parole, or that a hearing is otherwise needed, a hearing will be conducted by the appropriate board panel at least 30 days prior to the parole eligibility date; N.J.S.A. 30:4-123.55(d) provides that

at the conclusion of the Parole consideration hearing, the board panel shall either (1) certify parole release of the inmate pursuant to N.J.S.A. 30:4-123.59, or deny parole and file with the board within 30 days of the hearing a statement of reasons for the denial; and N.J.S.A. 30:4-123.53 provides that an adult inmate shall be released on parole at the time of parole eligibility, unless information supplied in the preparole report or developed or produced at a hearing indicates that parole should be denied; and

WHEREAS, the New Jersey Parole Board recognizes its statutory obligation to meet the time requirements of the Parole Act and shall make every reasonable effort to meet those statutory goals in all cases during the pendency of this agreement; and

WHEREAS, Defendants shall conform their conduct to the time requirements of the Parole Act no later than two years from the date the Court approves this agreement; and

WHEREAS, Plaintiffs and Defendants recognize that the Parole Board will require a reasonable time in excess of these statutory time frames to provide a hearing to all inmates listed on Exhibit A as unresolved past eligibles; and

WHEREAS, Plaintiffs and Defendants recognize that in the future there will be inmates who claim that they have not been provided a hearing prior to their parole eligibility date; and

WHEREAS, Plaintiffs and Defendants recognize that there currently exists no specific administrative appeal process to

address such claims, and therefore agree that such an administrative appeals process should be established; and

WHEREAS, while Plaintiffs and Defendants recognize that a goal of the settlement is to eliminate the backlog through the increase of parole panel hearings, the parties also recognize that this goal must be sought without sacrificing the quality of such hearings or the right of every past eligible inmate to a thorough, full and fair hearing on parole eligibility; and

WHEREAS, Plaintiffs and Defendants acknowledge that the agreements set forth herein create a process that will ensure that all class members receive parole consideration in the most efficient and just manner under the circumstances; and

WHEREAS, any vacancy in the membership of the Parole Board or any legislative enactment subsequent to the signing of this agreement which substantially impairs the parties' ability to implement any provision(s) of this agreement shall be grounds to re-negotiate the affected provision(s); and

WHEREAS, Plaintiffs and Defendants acknowledge that, to the extent possible, it is in their best interests to resolve the issues raised in this action by means other than litigation and, to this end, have on this day agreed to enter into this Settlement Agreement;

NOW THEREFORE, Plaintiffs and Defendants do hereby set forth the understanding reached between them.

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I. Providing Panel Hearing for Current Past Eligible Inmates

1. Exhibit A attached contains the names of resolved and unresolved "past eligible inmates" known to Defendants as of the signing date of this agreement. Within 10 weeks of the date on which this Settlement Agreement is approved by the Court, Defendants shall provide all unresolved past eligible inmates listed on Exhibit A with a parole panel hearing, unless their parole status is otherwise resolved.* Defendants have made every reasonable effort to assure that Exhibit A contains all currently resolved and unresolved "past eligible inmates." If, however, other unresolved "past eligible inmates" are discovered subsequently during the pendency of this agreement, they shall be provided a parole panel hearing by the date set forth above or within 60 days of discovery, whichever is longer, unless their parole status is otherwise resolved during such time period.

2. Within 20 days after the time period set forth in Section I(1), the Chairman of the Parole Board shall provide an affidavit to class counsel certifying the dates on which each inmate listed on Exhibit A had his/her panel hearing or had his/her parole status otherwise resolved with the understanding that it cannot be distributed to any other person.

*Examples of alternate resolution of an inmate's parole status include, but are not limited to, the inmate's death, his/her release from prison after serving the maximum sentence, or his/her request to serve the maximum sentence in lieu of parole.

3. Defendants shall be deemed to have complied with the Settlement Agreement with regard to any inmate listed on Exhibit A who, within the time period set forth in Section I(1), has either received his/her parole panel hearing, regardless of whether parole is denied, granted, granted conditionally or any other outcome, or has had his/her parole status otherwise resolved.

II. Providing Panel Hearings for Future Past Eligible Inmates

A. Procedure for Non-Structural Past Eligible Inmates

1. All inmates who become eligible for parole on or after the day the agreement is approved by the court, but prior to the two year anniversary of the court's approval of the agreement, other than those who are structural past eligible inmates as defined herein, shall receive a parole panel hearing no later than their parole eligibility date, unless their parole status is otherwise resolved by that date. All inmates who become eligible for parole on or after the two year anniversary of the court's approval of the agreement, but prior to the four year anniversary of the court's approval of the agreement, other than those who are structural past eligible inmates as defined herein, shall receive a parole panel hearing no later than 30 days before their parole eligibility date, unless their parole status is otherwise resolved by that date.

2. Defendants shall be deemed to have complied with the Settlement Agreement with regard to any inmate listed in Section II(A)(1) who received his/her parole panel hearing in conformity with the terms of that paragraph, regardless of whether parole is denied, granted, granted conditionally or any other outcome. Defendants shall also be deemed to have complied with the Settlement Agreement with regard to any inmate listed in Section II(A)(1) whose parole status has been otherwise resolved within the time periods set forth therein.

B. Procedure for Structural Past Eligible Inmates

1. Within 120 days of the Parole Board's receipt of notice of an inmates sentence, resentence, recalculation, return to custody of the Department of Corrections, restoration of credits, reconsideration to cooperate, remand or other circumstance which brings them within this agreement's definition of structural past eligible inmate, such inmate, who became past eligible on or after the day the agreement is approved by the court, shall receive either (1) a parole panel hearing or (2) a written notice as to why the parole board hearing could not be provided, unless his/her parole status is otherwise resolved.

2. Defendants shall be deemed to have complied with the Settlement Agreement with regard to any inmate listed in Section II(B)(1) who received his/her parole panel hearing, regardless of

whether parole is denied, granted, granted conditionally or any other outcome. Defendants also shall be deemed to have complied with the Settlement Agreement with regard to any inmate listed in Section II(B)(1) above who has been provided with a written notice as to why the parole panel hearing cannot be provided, regardless of the reason provided. Defendants shall also be deemed to have complied with the Settlement Agreement with regard to any inmate listed in Section II(B)(1) whose parole status has been otherwise resolved within the time period set forth therein.

III. Creation of Appellate Process for Late Hearing Claims

A. Process for Current Past Eligible Inmates

1(a) Any inmate listed on Exhibit A who claims he or she did not receive a parole panel hearing in the time provided in Section I(1) shall have the right to file an administrative appeal with the Board using the form attached hereto as Exhibit B. This form shall be available in the law library in every Department of Corrections institution. With regard to inmates who do not have access to the law library, the Department of Corrections shall create a process for providing in a timely manner such inmates with Exhibit B.

(b) The Board shall acknowledge in writing to the inmate receipt of the form attached hereto as Exhibit B.

(c) Defendants shall have 30 days from receipt of the notice of the administrative appeal to either provide the parole panel

hearing or give a written reason why the parole panel hearing was not provided. The written reason shall include the date a hearing will take place, or a reason why such hearing date cannot be provided at that time.

(d) A denial of this administrative appeal shall constitute a final agency decision which is then appealable to the New Jersey Superior Court, Appellate Division.

2(a) If, within 30 days of receipt of the notice, Defendants fail to either provide any past eligible inmate the parole panel hearing or give a written reason why the parole panel hearing was not provided, this shall be deemed a final agency decision by the Parole Board to deny such administrative appeal. An appeal of this denial then may be taken in the Superior Court of New Jersey, Appellate Division.

(b) Defendants agree to pay \$17.50 to the American Friends Service Committee, Prisoners Resource Center, for each day after the 30 days appeal process Defendants fail to either provide the parole panel hearing or give a written reason why the parole panel hearing was not provided as set forth above.

B. Process for Future Non-Structural Past Eligible Inmates

1. If any inmate referred to in Section II(A)(1) alleges that he or she has not received a parole panel hearing by his/her parole eligibility date, he/she may submit an administrative appeal

using the form attached hereto as Exhibit C. This form shall be available in the law library in every Department of Corrections institution. With regard to inmates who do not have access to the law library, the Department of Corrections shall create a process for providing in a timely manner such inmates with Exhibit C. The Board shall acknowledge in writing to the inmate receipt of the form attached hereto as Exhibit C.

2. The Parole Board must resolve the appeal within forty-five (45) days of receipt of the notice by providing to the inmate either a parole panel hearing or a written reason why the parole board hearing was not provided. A written reason shall include the date a hearing will take place or a reason why such hearing date cannot be provided at that time. If a written reason is provided, the stated reason will be deemed a final agency decision. An appeal of this final agency action then may be taken in the Superior Court of New Jersey, Appellate Division.

3(a) If Defendants fail to either provide any future non-structural past eligible inmate the parole board hearing or give a written reason why the parole board hearing was not provided within forty five (45) days of receipt of the notice, this shall be deemed a final agency decision by the Parole Board to deny such administrative appeal. An appeal of this final agency action may be taken in the Superior Court of New Jersey, Appellate Division.

(b) Defendants agree to pay \$17.50 a day to the American Friends Service Committee, Prisoners Resource Center, for each day after the forty five (45) day appeal process Defendants fail to either provide the parole panel hearing or give a written reason why the parole panel hearing was not provided as set forth above.

C. Process for Future Structural Past Eligible Inmates

1. If a future structural past eligible inmate has not received a parole panel hearing within the time set forth Section II(B)(1), he/she may submit an administrative appeal of this failure to receive a hearing using the form attached hereto as Exhibit D. This form shall be available in the law library in every Department of Corrections institution. With regard to inmates who do not have access to the law library, the Department of Corrections shall create a process for providing in a timely manner such inmates with Exhibit D. The Board shall acknowledge in writing to the inmate receipt of the form attached hereto as Exhibit D.

2. The Parole Board must resolve the appeal within thirty (30) days of receipt of the notice by providing to the inmate either a parole panel hearing or a written reason why the parole board hearing was not provided. A written reason shall include the date a hearing will take place or a reason why such hearing date cannot be provided at that time. If a written reason is provided,

the stated reason will be deemed a final agency decision. An appeal of this final agency action then may be taken in the Superior Court of New Jersey, Appellate Division.

3(a) If Defendants fail to either provide a future structural past eligible inmate the parole board hearing or give a written reason why the parole board hearing was not provided within 30 days of receipt of the notice, this shall be deemed a final agency decision by the Parole Board to deny such administrative appeal. An appeal of this final agency action may be taken in the Superior Court of New Jersey, Appellate Division.

(b) Defendants agree to pay \$17.50 a day to the American Friends Service Committee, Prisoners Resource Center, for each day after the thirty (30) day appeal process Defendants fail to either provide the parole panel hearing or give a written reason why the parole panel hearing was not provided as set forth above.

IV. Amendment to the Parole Regulations

1. The New Jersey Parole Board covenants and agrees that the Board within 30 days of the date the Court approves this Agreement will submit to the Office of Administrative Law for initial publication in the New Jersey Register the following amendments to Title 10A of the New Jersey Administrative Code regarding regulations promulgated by the New Jersey State Parole Board pursuant to N.J.S.A. 30:4-123.45 et seq.:

A. Amend N.J.A.C. 10A:71-3.18(a)(3)(I) as follows

3. Defer decision pending the receipt of relevant information or the conducting of an evaluation pursuant to N.J.A.C. 10A:71-3.7(h) or (I).

I. No deferral shall extend more than [180 days unless otherwise authorized by the Board] 90 days past the inmate's parole eligibility date.

B. Amend N.J.A.C. 10A:71-4.2 (Appeals), adding a new subsection .

(a) - (h) (No Change)

(i) A failure to provide a Board parole hearing by an inmate's actual parole eligibility date as set by the Parole Board shall be appealable to the [Board] Chairman.

Amend N.J.A.C. 10A:71-4.3

(a) All appeals submitted pursuant to N.J.A.C. 10A: 71-4.1 and 4.2 shall be filed in writing and within 180 days of written notice action or decision being received by the inmate and shall contain the reasons for the appeal and the criteria under which the appeal is submitted. An appeal submitted pursuant to N.J.A.C. 10A: 71-4.2(I) shall include reference to the inmate's actual parole eligibility date as established by the Board's staff.

(b) - (c) (No Change)

(d) An appeal filed by an inmate pursuant to N.J.A.C. 10A: 71-4.2(I) shall be considered by the Chairman [Board] and a written notification of the [Board's] Chairman's decision provided to the inmate within 45 days of the date of the appeal being received.

(e) In the case of an appeal filed by an inmate pursuant to N.J.A.C. 10A: 71-4.2(I), the

failure of the Chairman [Board] to provide written notification of its decision within 45 days of the date of the appeal was received shall be deemed a denial of the appeal. A denial shall constitute a final agency decision.

[(d)] (f) (No change in text.)

2. It is the intent of the parties that following the publication and comment period, the Parole Board shall give due consideration to the comments obtained and, if appropriate, shall formally adopt the proposed regulations and submit same to the Office of Administrative Law for final publication in the New Jersey Register. Substantial modification of these terms in finally adopted regulations shall be grounds to reopen this matter.

IV. Reporting

1. Progress Reports to Class Counsel: Within 30 days after this agreement is approved by the court, Defendants shall provide to class counsel a list of all those inmates on Exhibit A who have received a parole panel hearing or whose parole status has been otherwise resolved. In addition, defendants shall submit a further listing of all those inmates on Exhibit A who have received a parole panel hearing or whose parole status has been otherwise resolved every month thereafter until such time as defendants certify compliance with this Settlement Agreement with regard to all inmates on Exhibit A.

2. A copy of the affidavit described in Section I(2) shall be shall be given to the law librarian in each Department of Corrections facility. Inmates seeking information as to their own parole eligibility date may obtain this information from the law librarian.

3. On a monthly basis during the pendency of this Agreement, a list of all future non-structural past eligible inmates who became eligible for parole at least one day after the date this agreement was approved by the court, along with their parole eligibility dates, shall be given to the law librarian in each Department of Corrections facility. Inmates seeking information as to their own parole eligibility date may obtain this information from the law librarian. A copy of this list shall also provided to class counsel with the understanding that it cannot be distributed to any other person.

4. On a monthly basis during the pendency of this Agreement, a list of all future structural past eligible inmates who became past eligible for parole at least one day after the date this agreement was approved by the court, along with their parole eligibility dates, shall be given to the law librarian in each Department of Corrections facility. Inmates seeking information as to their own parole eligibility date may obtain this information from the law librarian. A copy of this list shall also provided to

class counsel with the understanding that it cannot be distributed to any other person.

5. Within 30 days of the date the settlement is approved by the court, a copy of the settlement agreement, with attachments, shall be placed in the law library in each Department of Corrections facility.

6. Within 30 days of the adoption of the amendments to the New Jersey Administrative Code referenced herein, copies of the amended regulations shall be placed in the law library in each Department of Corrections facility.

V. Implementation Costs

Defendants agree to expend at least \$100,000 in addition to its budgeted expenditures for Fiscal Year 2001 for the improvements and in support of the reporting procedures set forth in this agreement.

VI. Term of the Agreement

1. This agreement shall terminate 18 months after Defendants certify that they are in compliance with all provisions of this settlement agreement.

2. Notwithstanding Section VI(1), this Settlement Agreement shall automatically terminate four (4) years from the date it has

been approved by the Court without the need for any motion on behalf of any party.

3. The parties agree that no court shall have jurisdiction to extend the Settlement Agreement beyond this agreed to term of years. There shall be no extension of the terms of the Settlement Agreement.

VII. Alterations

The terms and conditions reflected in this Settlement Agreement shall not be amended, changed or altered orally. Such terms and conditions may be amended, changed or altered only by written agreement between the parties through their respective counsel.

VIII. Disclaimer of Liability

The parties expressly acknowledge and agree that this Settlement Agreement does not constitute an admission of liability by Defendants or the Parole Board. Defendants have denied liability and expressly continue to deny liability despite their willingness to enter into this Settlement Agreement. The parties acknowledge and agree that this Settlement Agreement can be used for no purpose other than to set forth the understanding of the parties and may not be introduced as evidence in any other proceedings, nor form the basis of any other proceedings.

IX. Dissolution and Severability

The parties agree that if any provision or provisions of this Settlement Agreement are found to be contrary to law, the remaining provisions will not be affected and shall remain in full force and effect.

X. Enforcement

1. Defendants agree to incorporate a regulatory scheme which gives Plaintiffs a final agency decision as to allegation of inaction within 45 days of parole eligibility. All enforcement actions regarding Defendants' failure to provide a parole board hearing within the time frames set forth in this Settlement Agreement shall be brought in the Superior Court of New Jersey, Appellate Division, as an appeal of a final agency decision.

2. The Settlement Agreement is a contract enforceable under the law of contracts of the State of New Jersey. All other actions to enforce the Settlement Agreement shall be brought in the Superior Court of New Jersey, Chancery Division. Venue shall be in Mercer County.

XI. Non-Retaliation

Defendants agree that they shall not impose any negative consequences on any class member as a result of his or her participation in this class action suit, or as a result of any

class member having availed himself or herself of any administrative, appellate or other procedure described in this settlement agreement.

XII. Time Requirements of the Parole Act

Defendants shall conform their conduct to the time requirements of the Parole Act no later than two years from the date the Court approves this agreement.

XIII. Right to a Thorough, Full and Fair Hearing

Plaintiffs and Defendants recognize that a goal of the settlement is to eliminate the backlog through the increase of parole panel hearings, the parties also recognize that this goal must be sought without sacrificing the quality of such hearings or the right of every past eligible inmate to a thorough, full and fair hearing on parole eligibility.

XIV. Plaintiffs' Attorneys Fees and Costs

1. Defendants shall pay Plaintiffs' attorneys' fees and costs in the amount of \$110,000 after an Order of Dismissal, with prejudice, has been entered by the federal court.

2. Plaintiffs shall be entitled to attorneys' fees and costs for legal representation which is necessary to the successful enforcement of the Settlement Agreement and shall apply to the

Court for determination of the amount of such fees and costs. Any application for such attorneys' fees and costs shall be at a rate of \$200.00 per hour.

3. Except as set forth above, Plaintiffs shall not make any further application for attorneys fees and costs.

PHILIP STEPHEN FUOCO, ESQUIRE
Attorney for the Plaintiffs

DATED:

JOHN J. FARMER, JR.
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Defendants

By: _____
Dianne M. Moratti
Deputy Attorney General

DATED:

Exhibit List

List of resolved and unresolved current past eligible inmates.....	Exhibit A
Form to be used by current past eligibles to either request a panel hearing or written reasons why the panel hearing cannot take place if the Defendants fail to provide this within 10 weeks after the Settlement Agreement has been approved by the court.....	Exhibit B
Form to be used by future non-structural past eligibles to request a hearing.....	Exhibit C
Form to be used by future structural past eligibles to request a hearing.....	Exhibit D
Flowchart for current past eligibles.....	Exhibit E
Flowchart for future non-structural past eligible inmates.....	Exhibit F
Flowchart for future structural past eligible inmates.....	Exhibit G
Complaint.....	Exhibit H

EXHIBIT B

REQUEST FOR A PAROLE PANEL HEARING FROM
A CURRENT PAST ELIGIBLE IDENTIFIED ON EXHIBIT A

Inmate Name: _____
(Print)

Inmate Number: _____

Institution: _____

I am a current past eligible class member whose name appears on Exhibit A to the Settlement Agreement. The deadline for providing me a parole panel hearing has expired and I have not yet had my parole panel hearing. Accordingly, I am requesting that within 30 days of receipt of this notice, the Parole Board provide me either a parole panel hearing or a written reason why the hearing cannot take place.

Signature of Inmate

DATE: _____

THIS NOTICE WILL NOT BE ACCEPTED BY THE
PAROLE BOARD BEFORE _____, _____

EXHIBIT C

REQUEST FOR A PAROLE PANEL HEARING FROM A
FUTURE NON-STRUCTURAL PAST ELIGIBLE INMATE

Inmate Name: _____
(Print)

Inmate Number: _____

Institution: _____

I am a non-structural past eligible class member whose name appears on the non-structural past eligible monthly reporting list. My parole eligibility date has passed and I have not received my parole panel hearing. Accordingly, I am requesting that within forty five (45) days of receipt of this notice, the Parole Board provide me either a parole panel hearing or a written reason why the hearing cannot take place.

Signature of Inmate

DATE: _____

THIS NOTICE IS NOT TO BE USED
BY INMATES WHO APPEAR ON EXHIBIT A
TO THE SETTLEMENT AGREEMENT

EXHIBIT D

REQUEST FOR A PAROLE PANEL HEARING FROM
A FUTURE STRUCTURAL PAST ELIGIBLE INMATE

Inmate Name: _____
(Print)

Inmate Number: _____

Institution: _____

I am a structural past eligible class member whose name appears on the structural past eligible monthly reporting list. One Hundred and twenty (120) days have passed since the Department of Corrections and the New Jersey State Parole Board had notice of my current sentence to the Department of Corrections. In addition, my parole eligibility date was _____. Accordingly, I am appealing the Board's inaction in this matter and am requesting that within 30 days of receipt of this notice, that the Parole Board provide me either a parole panel hearing or a written reason why the hearing cannot take place.

Signature of Inmate

DATE: _____

THIS NOTICE IS NOT TO BE USED
BY INMATES WHO APPEAR ON EXHIBIT A
TO THE SETTLEMENT AGREEMENT