

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

C.P., individually and on behalf of F.P.,
a minor child; D.O. individually and on
behalf of M.O., a minor child; S.B.C.,
individually and on behalf of C.C., a
minor child; A.S., individually and on
behalf of A.A.S., a minor child; M.S.,
individually and on behalf of her minor
child, H.S.; Y.H.S., individually and on
behalf of his minor child, C.H.S.; E.M.,
on behalf of her minor child, C.M.;
M.M., individually and on behalf of
K.M.; L.G., individually and on behalf
of her minor child, T.M.; E.P.,
individually and on behalf of her minor
child, Ea.P.; and on behalf of ALL
OTHERS SIMILARLY SITUATED,
Plaintiffs,

Civil Action No. 19-cv-12807-ESK-MJS

Edward S. Kiel, U.S.D.J.

Matthew J. Skahill, U.S.M.J.

v.

NEW JERSEY DEPARTMENT OF
EDUCATION; DR. LILY LAUX,
Commissioner of Education, in her
official capacity,

Defendants.

**SUPPLEMENTAL DECLARATION OF
CATHERINE MERINO REISMAN**

I, Catherine Merino Reisman, hereby declare:

1. I am an attorney at law, admitted to practice in the Commonwealth of Pennsylvania since 1989, the State of New Jersey since 2001, and the State of New York since 2018. I am a founding partner of Reisman Gran Zuba LLP (RGZ),

formerly Reisman Carolla Gran & Zuba LLP, in Cherry Hill, New Jersey. RGZ is a member of the current Class Counsel team in this matter.

2. This Declaration is based upon my personal knowledge. If called to testify, I could and would testify competently to the facts set forth herein.

3. I submit this declaration in support of the Parties' Joint Motion to Amend Consent Order and Settlement Agreement and Request Appointment of a Special Master. The proposed Revised Amended Consent Order and Settlement Agreement (ACO) is attached hereto as **Exhibit 1**.

4. When we agreed upon the original language in ¶ 32 of the Amended Consent Order, the parties merely meant to acknowledge that, during the *initial* eighteen-month period, the Class could not file a motion for contempt. To be clear, at no time did either Class Counsel or the State intend for that language to extend the eighteen-month moratorium.

5. To avoid any potential confusion, the parties have agreed to revise ¶ 32 to state, "The provisions in Section XI are no longer applicable and this Revised Amended Consent Order will be enforceable in accordance with the rules of court."

6. Compliance Report # 4, attached as Exhibit B to the Revised Amended Consent Order, stated that the Monitor had received three hours of live training on the new online case management system. She reported that the "system represents a substantial improvement in New Jersey's ability to account for due process hearing timelines, issue aggregate reports on timeliness, and provide transparent data to the parties." Compliance Report # 4 at 4.

7. In a subsequent meeting with Class Counsel, the Compliance Monitor informed us that the vendor had encountered an unanticipated data migration issue that indefinitely postponed the "go live" date for the software.

8. Attached as **Exhibit 2** is ECF No. 3 in the matter docketed at Civil Action No. 2:26-cv-03788 in the District of New Jersey.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 27, 2026

/s/ Catherine Merino Reisman
Catherine Merino Reisman

Exhibit 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

C.P., individually and on behalf of F.P., a
minor child; D.O. individually and on
behalf of M.O., a minor child; S.B.C.,
individually and on behalf of C.C., a
minor child; A.S., individually and on
behalf of A.A.S., a minor child; M.S.,
individually and on behalf of her minor
child, H.S.; Y.H.S., individually and on
behalf of his minor child, C.H.S.; E.M.
on behalf of her minor child, C.M.;
M.M., individually and on behalf of
K.M.; L.G., individually and on behalf of
her minor child, T.M.; E.P., individually
and on behalf of her minor child, Ea.P.;
and on behalf of ALL OTHERS
SIMILARLY SITUATED,

Plaintiffs,

v.

NEW JERSEY DEPARTMENT OF
EDUCATION; DR. LILY LAUX,
Commissioner of Education, in her
official capacity,

Defendants.

Civil Action No. 19-cv-12807-ESK-MJS

Edward S. Kiel, U.S.D.J.

Matthew J. Skahill, U.S.M.J.

**REVISED AMENDED CONSENT
ORDER AND SETTLEMENT
AGREEMENT**

THIS AMENDED CONSENT ORDER AND SETTLEMENT
AGREEMENT is entered into by Class Counsel, on behalf of the Rule 23(b)(2) Class
and the Rule 23(b)(3) Class (collectively “the Classes”), and Defendants New Jersey
Department of Education (“NJDOE”) and Dr. Lily Laux (collectively

“Defendants”). The Classes and Defendants shall be referred to individually as a “Party” and jointly as the “Parties.”

WHEREAS, the relief afforded to the Rule 23(b)(3) Issues Class under ¶ 13 of the Consent Order and Settlement Agreement entered on April 11, 2024, ECF No. 564-3 at 31-56 (“Original Consent Order”), attached hereto as Exhibit A, is fully preserved and incorporated herein without modification; and

WHEREAS, the Original Consent Order requires NJDOE to ensure timely resolution of special education due process petitions in accordance with 34 C.F.R. § 300.515(a), (c); and

WHEREAS, the Consent Order requires a **95% Compliance** rate, as defined in Paragraph 7, *infra*; and

WHEREAS, the Compliance Monitor’s Fourth Report, dated November 7, 2025 (attached as Exhibit B), shows a failure to achieve the **95% Compliance** rate; and

WHEREAS, the power of the federal courts to appoint a Special Master to monitor compliance with their remedial orders is well established. *See, e.g., U.S. v. Apple Inc.*, 992 F. Supp. 2d 263, 280 (S.D.N.Y. 2014), *aff’d*, 787 F.3d 131 (2d Cir. 2015); *U.S. v. Yonkers Bd. of Educ.*, 29 F.3d 40, 44 (2d Cir. 1994) (same); and

WHEREAS, Fed. R. Civ. P. 53 authorizes appointment of a Special Master to address any “pretrial and posttrial matters that cannot be effectively and timely

addressed by an available district judge or magistrate judge,” such as enforcing complex decrees; and

WHEREAS, the Consent Order provides that after eighteen months, Class Counsel may seek an order of contempt and request remedial action upon a showing of material noncompliance; and

WHEREAS, desiring to avoid the litigation attendant to a judicial finding of contempt and enforcement of the Original Consent Order, the Parties have agreed to entry of this Amended Consent Order;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.

2. Venue is proper pursuant to 28 U.S.C. § 1391.

II. REVISED CLASS DEFINITIONS

3. The definition of the class certified pursuant to Fed. R. Civ. P. 23(b)(2) continues to be: All persons whom pursuant to the IDEA, have filed or will file during the period of time that the Court retains jurisdiction, a due process petition with NJDOE, and whose cases are pending in the New Jersey Office of Administrative Law (“NJOAL”).

4. The definition of the Issues Class certified pursuant to Fed. R. Civ. P. 23(b)(3) continues to be as follows: All persons who, pursuant to IDEA, filed due process petitions with NJDOE on or after May 23, 2016, who, after their due process petition was transmitted to the NJOAL, did not receive a decision within the timeline as defined in 34 C.F.R. § 300.515(a), (c) and the violation occurred prior to April 11, 2024, the date of approval of the Original Consent Order.

III. DEFINITIONS OF TERMS AS USED IN THIS AGREEMENT

5. “**Pending Cases**” shall be defined as any and all due process petitions for which the resolution period or the agreed upon adjusted resolution period has ended, in accordance with 34 C.F.R. § 300.510(b) or (c), but the petition remains unresolved in NJOAL, regardless of whether the case is within or has surpassed the 45-Day Timeline.

6. “**Final Decision Cases**” shall be defined as any and all due process petitions that have been resolved in full, and shall include two distinct groups of due process petitions:

- a. **Final Decisions Post-Full Hearing**, which shall include any and all due process petitions that are resolved, in full, through the issuance of a final decision by NJOAL, following the completion of a due process hearing;
and

- b. **Final Decisions-No Full Hearing**, which shall include any and all due process petitions that are resolved, in full, through the issuance of a final decision by NJOAL without the completion of a due process hearing, including summary decision, and dismissal of a complaint with or without prejudice, including any dismissal or withdrawal following execution of a settlement agreement.

7. **“95% Compliance”** shall be defined as the timely resolution of due process petitions, in accordance with 34 C.F.R. § 300.515(a), (c), in 95% of all special education due process matters at the NJOAL during a four month period, provided that, when examining each month of the four month period, there is no decrease below 95% in the compliance rate from the prior month. The Special Master shall determine the percentage of compliance achieved in each of three areas – **Pending Cases, Final Decisions Post-Full Hearing, and Final Decisions-No Full Hearing:**

- a. For **Pending Cases**, the total number of Pending Cases that remain at the end of each four month period that are still within the 45-Day Timeline, excluding specific extensions of time requested by a party and granted by an Administrative Law Judge (“ALJ”), shall be divided by the total number of Pending Cases that remain at the end of the four month period.

- b. For **Final Decisions Post-Full Hearing**, the total number of Final Decisions Post-Full Hearing at the end of each four month period that were resolved within the 45-Day Timeline, excluding specific extensions of time requested by a party and granted by an ALJ, shall be divided by the total number of Final Decisions Post-Full Hearing that were resolved during the four month period.
- c. For **Final Decisions-No Full Hearing**, the total number of Final Decisions-No Full Hearing at the end of each four month period that were resolved within the 45-Day Timeline, excluding specific extensions of time requested by a party and granted by an ALJ, shall be divided by the total number of Final Decisions-No Full Hearing that were resolved during the four month period.

For purposes of determining NJDOE's compliance with the Settlement, NJDOE must attain 95% Compliance separately for each of the three areas above.

8. "**Day 1**" of the **45-Day Timeline** shall be defined as the first day following the end of the 30-day resolution period, in accordance with 34 C.F.R. § 300.510(b), the end of the parties' agreed-upon adjusted resolution period, in accordance with 34 C.F.R. § 300.510(c) or in the event of a district filing, consistent with the process outlined in *N.J.A.C. 6A:14-2.7(h)(11)*, Day 1 is the day after filing.

9. “**45 Days** or **45-Day Timeline**” shall be defined as 45 calendar days from **Day 1**, as defined at Paragraph 8, and shall be calculated exclusively using calendar days, in accordance with 34 C.F.R. § 300.515(a), (c), excluding specific extensions of time requested by a party and granted by an ALJ as provided in 34 C.F.R. 300.515(c). Defendants shall not count **45 Days** or the **45-Day Timeline** in any manner other than calendar days, and shall revoke any and all policies, practices, guidelines, and/or procedures that permit the counting of **45 Days** or the **45-Day Timeline** in any manner other than calendar days.

IV. RELIEF FOR THE RULE 23(b)(2) CLASS

10. For any due process petition filed pursuant to IDEA, NJDOE shall ensure, pursuant to 34 C.F.R. § 300.515, that not later than **45 Days** after the expiration of the 30-day resolution period under 34 C.F.R. § 300.510(b), or the agreed-upon adjusted resolution periods described in 34 C.F.R. § 300.510(c), and accounting for the specific extensions of time requested by a party and granted by the Administrative Law Judge as provided in 34 C.F.R. § 300.515(c):

- a. A **Final Decision**, as defined *supra* at Paragraph 6, is reached by NJOAL; and
- b. NJOAL has mailed a copy of the **Final Decision** to each of the parties.

11. For purposes for compliance with this Agreement, for all **Pending Cases** that existed on April 11, 2024, the date of the Original Consent Order’s approval by

the Court, the **45-Day Timeline** as set forth in 34 C.F.R. § 300.515(a), (c) reset and began to run on April 12, 2024, the calendar day immediately following the date of final approval of the Original Consent Order.

12. To ensure that future Rule 23(b)(2) Class Members know about the Settlement, the transmittal documents from NJDOE to NJOAL arising from a due process petition shall, for the duration of the Court's jurisdiction over this matter, include a black box placed at the center, at 1 point larger font than the rest of the text with the following language:

CLASS ACTION NOTICE
Due to the entry of a Consent Order and Amended Consent Order in a Class Action, a federal court has appointed a Special Master to oversee the timely resolution of special education due process hearings. If you believe that your due process petition is not being resolved in a timely manner, you can contact the Special Master at 45days@doe.nj.gov. You can contact Class Counsel at info@NJ45dayclassaction.com with questions or concerns regarding the Consent Order and Amended Consent Order, which are explained [here](#).

V. RELIEF FOR THE RULE 23(b)(3) ISSUES CLASS

13. Any member of the Rule 23(b)(3) Issues Class shall have two (2) years from the date of entry of the Original Consent Order on April 11, 2024 to file a claim in this court for individual relief under the IDEA for a violation arising out of or related to the timeline in 34 C.F.R. § 300.515(a), (c). This agreed extension is in lieu of class action tolling.

VI. APPOINTMENT OF A SPECIAL MASTER

14. The Parties will request that the Court appoint a Special Master pursuant to Fed. R. Civ. P. 53 to oversee implementation of this Amended Consent Order and Settlement Agreement:

- a. Former New Jersey Supreme Court Justice Jaynee LaVecchia has agreed, if appointed by the Court, to serve as a Special Master. The Parties will request that the Court appoint Justice LaVecchia as a Special Master and provide a proposed form of Order for the Court's consideration, review, revision as deemed necessary by the Court, and entry, should the Court agree that Justice LaVecchia is an appropriate candidate.
- b. NJDOE is responsible for compensating the Special Master at the Special Master's hourly rate. Objection to a request for payment of fees or expenses incurred by the Special Master shall not be a basis for Defendants to object to or refuse to comply with a recommendation made by the Special Master or ordered by the Court.
- c. If, in the future, the Special Master becomes permanently unavailable for any reason or is unable to fulfill the duties of the Special Master, the parties will meet and confer to determine whether a mutually acceptable replacement can be recommended to the Court for appointment. If there

is no mutually agreed upon candidate, the Parties may make separate recommendations to the Court.

- d. If the Special Master determines that the efficient administration of her duties requires the assistance of additional professionals or support staff or expert consultants, the Special Master has the authority to employ those professionals or support staff at NJDOE's expense.

VII. ROLE, DUTIES, AND AUTHORITY OF THE SPECIAL MASTER AND PLAN FOR COMPLIANCE

15. The general role of the Special Master is to (a) work with the Parties to develop a Compliance Plan designed to achieve **95% Compliance** with 34 C.F.R. § 300.515 as defined in ¶ 7 of this Amended Consent Order; (b) submit that Compliance Plan to the Court to be adopted as an Order; (c) report to the Court at least every four months as to whether NJDOE is meeting the goals set forth in the Compliance Plan; (d) modify the Compliance Plan as necessary, with input from the Parties and approval of the Court; and (e) otherwise seek remedial Orders from the Court designed to achieve the required **95% Compliance**.

16. The Special Master's duties shall be as follows:

- a. Within a reasonable timeframe established by the Special Master, the Special Master shall work with the Parties to develop a Compliance Plan reasonably calculated to ensure **95% Compliance**, as defined in this Consent Order. The Compliance Plan shall include (a) benchmarks to

measure progress toward achieving **95% Compliance**; (b) a description of the specific actions and responsibilities expected of Defendants to achieve compliance; (c) a detailed outline of the work the Special Master intends to perform; (d) presumptive deadlines by which specific actions and responsibilities will be completed by Defendants and specific benchmarks to measure progress will be achieved; and (e) a target date for achieving **95% Compliance**.

- b. The Special Master shall, without limitation, oversee and monitor implementation of the Compliance Plan; review and analyze data related to compliance; identify and address barriers to compliance, through the development and implementation of targeted interventions; make recommendations regarding the development, implementation, and assessment of all initiatives, interventions, and corrective actions designed to rectify non-compliance with the 45-Day rule; oversee, monitor, measure, assess, and report upon NJDOE's progress under the Compliance Plan toward achieving **95% Compliance**; and seek remedial Orders from the Court if NJDOE is not making progress required by the Compliance Plan. The foregoing examples are illustrative and not an express limit on the actions the Special Master may take to achieve **95% Compliance**.

- c. The Special Master shall examine the impact of all initiatives, interventions, and corrective actions designed to rectify non-compliance with the **45-Day Timeline** on all due process litigants, including *pro se* parents, and will make any necessary adjustments to ensure they are not negatively impacted.
- d. At the Special Master's discretion, and with input from the Parties, interventions to be addressed in the Compliance Plan may include, but are not limited to: review and assessment of Memoranda of Understanding between NJDOE and NJOAL from 2020 through the present; review and assessment of staffing needs at NJOAL; dissemination of instructions for requesting adjournments using the Adjournment Form to all ALJs, parties, and counsel involved in special education matters at NJOAL by inclusion of those instructions in the special education transmittal package, as well as by broadcast and posting on NJDOE and NJOAL websites; and, when NJOAL'S electronic case management system is in place, dissemination of instructions for requesting adjournments using that case management system to all ALJs, parties, and counsel involved in special education matters at NJOAL by inclusion of those instructions in the special

education transmittal package, as well as by broadcast and posting on NJDOE and NJOAL websites.

- e. In order to ensure consideration of input from all stakeholders, the Special Master shall meet at least every two months, or more often if the Special Master deems necessary, with Class Counsel (no more than two members of the Class Counsel team) and counsel for Defendants, separately or together, at the Special Master's discretion or upon request of counsel. The Special Master may include Class members and other stakeholders in such meetings at her discretion.

17. With respect to access to information and data:

- a. The Special Master shall have full access to any and all information and data from NJDOE necessary for the Special Master's role and duties. Data includes, but is not limited to, the data compiled by the employee referenced in Paragraph 35(d), *infra*; information needed to determine, measure, and analyze the presence and causes of non-compliance, and barriers to compliance with the **45-Day Timeline**; and information needed to measure, assess, and report upon the effects of interventions developed to address non-compliance. NJDOE shall make all reasonable efforts, recognizing that time is of the essence, to obtain and provide any and all information and data the Special Master requests, including

information and data in the custody and control of NJOAL. Once the information is provided to NJDOE, NJDOE will provide that information to the Special Master in a timely manner.

- b. If not satisfied by the production of information and data by NJDOE, the Special Master shall have the authority to undertake any necessary investigation to obtain data and information relevant to the causes of non-compliance and barriers to compliance with the **45-Day Timeline**.
- c. When NJOAL's electronic case management system is in place, the Special Master shall have full access to that system and shall conduct random audits of cases to verify compliance and identify barriers to compliance.
- d. When NJOAL's electronic case management system is in place, the Special Master shall review and assess the functionality and accuracy of that system.

18. The Special Master or her delegee will respond to inquiries regarding issues of non-compliance related to the 45-Day Timeline from Rule 23(b)(2) Class members who contact the Special Master through the 45days@doe.nj.gov email address (described in Paragraph 31, *infra*), and will address with NJDOE and Class Counsel issues of non-compliance related to the 45-Day Timeline raised by Rule 23(b)(2) Class members. If the inquiry is not germane to non-compliance related to

the 45-Day Timeline, the Special Master or her delegee will provide a response that so notes and includes contact information for the Special Education Ombudsman.

19. The Special Master shall conduct individual, confidential interviews to the extent necessary to verify and supplement the data collection process. The Special Master shall ensure that the confidentiality of persons interviewed, and of identifying information shared, is protected unless the interviewee permits disclosure.

20. Upon the Court's initiative, or at the request of the Special Master, or by motion of one or both Parties, the Court may modify the duties of the Special Master upon further order of the Court.

21. The Special Master shall function independently of Defendants and the Class, and their respective counsel, and will perform these duties impartially.

VIII. ADJOURNMENT FORM

22. Until NJOAL's electronic case management system is operational and the Special Master has verified that it is accurately tracking cases, an Adjournment Form (attached to the Original Consent Order as Exhibit A) will be used to track specific extensions of time requested by a party and granted by the ALJ. Each Adjournment Form will be maintained in the electronic case file for each matter.

IX. COMPLIANCE REPORTING

23. On a monthly basis, starting thirty days after entry of the Order appointing a Special Master pursuant to Federal Rule of Civil Procedure 53, NJDOE will

provide to the Special Master the data needed to assess compliance as set forth at Paragraph 7 above. df

24. To assess compliance, and to test the accuracy of NJOAL's electronic case management system once it is operational, the Special Master may review the following documents for each **Pending Case**;

- a. The Transmittal Notice and accompanying transmittal documents, which shall state the initial 45-Day deadline for disposition, established in accordance with Paragraph 9 above; and
- b. Any and all completed and signed Adjournment Forms showing a party's request for a specific adjournment; and
- c. All scheduling orders (including the initial scheduling order).

25. To assess compliance, and to test the accuracy of NJOAL's electronic case management system once it is operational, the Special Master may review the following documents for each **Final Decision Case**, disaggregated into the two distinct **Final Decision Case** groups set forth in Paragraphs 6(a) and (b) above:

- a. The Transmittal Notice and accompanying transmittal documents, which shall state the initial 45-Day deadline for disposition, established in accordance with Paragraph 9 above; and
- b. Any and all completed and signed Adjournment Forms showing a party's request for a specific adjournment;

- c. All scheduling orders (including the initial scheduling order); and
- d. The dated and signed order of dismissal or notice of withdrawal (including a dismissal or withdrawal following a settlement) the final decision in the case issued after a hearing, and/or any other decisions disposing of the case.

26. The Special Master shall submit a written report to the Court every four months, or at a shorter regular interval should the Special Master so choose. The report shall include, but not be limited to, a summary of NJDOE's progress toward benchmarks in the Compliance Plan, stakeholder input, and the initiatives, interventions, and corrective actions put in place during that reporting period to address the problem and results of same; data collected during that reporting period; a discussion of the causes of non-compliance and the barriers to compliance; a summary of the steps taken by NJDOE during that reporting period to identify and address the causes of non-compliance; a summary of the actions that NJDOE will take in the next reporting period to rectify noncompliance; and how said actions will be measured and assessed. The report shall also address, among other data points, in both matched and aggregate (where appropriate and in accordance with this Agreement) format on a monthly basis and reporting period basis, the following: (i) how many due process petitions NJDOE received each month; (ii) how many due process petitions were transmitted to NJOAL; (iii) of the petitions transmitted, how

many days did it take for transmittal to occur; (iv) how many due process petitions were **Pending Cases** at the end of the month; (v) of the **Pending Cases**, how many were beyond the **45-Day Timeline**, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. § 300.515(c); (vi) how many due process petitions were **Final Decisions Post-Full Hearing** at the end of the month; (vii) of the **Final Decisions Post-Full Hearing**, how many were beyond the **45-Day Timeline**, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. § 300.515(c); (viii) how many due process petitions were **Final Decisions-No Full Hearing** at the end of the month; (ix) of the **Final Decisions-No Full Hearing**, how many were beyond the **45-Day Timeline**, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. § 300.515(c).

27. The Special Master shall use the information set forth in Paragraphs 24 through 27 to calculate the percentages of compliance with the timelines in 34 C.F.R. § 300.515(a), (c) of due process petitions that have been transmitted to the NJOAL in **Pending Cases, Final Decisions-Post Full Hearing, and Final Decisions-No Full Hearing.**

28. If deemed necessary to remedy continued non-compliance, the Special Master shall make recommendations for remedial or coercive Orders requiring corrective action.

29. The Special Master shall follow the timeline and process below when issuing a report:

- a. Prior to submitting a written report to the Court, the Special Master shall provide the Parties with a draft report no later than 30 days following the conclusion of each four-month reporting period.
- b. The Parties will have 15 days from receiving the draft report to provide comments to the Special Master.
- c. The Special Master will issue the final report within 30 days of providing the Parties with the draft report. If either Party fails to provide timely input in accordance with Paragraph 27(b), the Special Master may finalize the report without that Party's input.

30. The Special Master shall file the final report for each reporting period on the docket. Within five business days of the filing, NJDOE shall post a copy of the report with redaction of any personally identifiable information, on its website in a clearly marked and accessible location.

X. OPPORTUNITY FOR INPUT TO SPECIAL MASTER

31. NJDOE will continue to provide an opportunity for individuals to provide input, anonymously or otherwise, regarding experiences with the NJDOE and NJOAL in having due process petitions processed, heard, and/or resolved by maintaining the email 45days@doe.nj.gov accessible to the Special Master. The

Special Master shall regularly check the email account and may choose to disclose this input within the reports to the Court.

XI. ENFORCEMENT AFTER EIGHTEEN MONTHS

32. The provisions in Section XI are no longer applicable and this Revised Amended Consent Order will be enforceable in accordance with the rules of court.

XII. INCENTIVE PAYMENTS

33. The provisions in Section XII have been fulfilled and are no longer applicable.

XIII. ATTORNEY'S FEES

34. The Parties incorporate Paragraphs 37 and 38 of the Original Consent Order into this Consent Order and Agreement. Paragraphs 39 through 43 of the Original Consent Order have been fulfilled and are no longer applicable.

35. The Parties amend Paragraph 44 of the Original Consent Order to say: Prospectively, Class Counsel will submit fee request on a quarterly basis, beginning with the first quarter of 2026. The Parties shall meet and confer in an attempt to achieve agreement on the amount of the payment. If the Parties cannot reach agreement, Class Counsel will file a fee petition with the Court. NJDOE will remit payment within sixty days of the bill. If fees are determined by the Court, NJDOE will remit payment within sixty days of the Court Order.

XIV. REMAINING PROVISIONS OF ORIGINAL CONSENT ORDER

36. Section XIV of the Original Consent Order is no longer applicable, as the Court approved the settlement on April 11, 2024 after notice and a hearing.

37. Section XV, XVI, XVII, and XVIII of the Original Consent Order are incorporated fully herein by reference.

38. Section XIX is no longer applicable, because final judgment has already been entered.

XV. RELIEF

39. NJDOE agrees to the following additional relief for members of the Rule 23(b)(2) Class:

- a. As set forth in Sections VI and VII, *supra*, NJDOE agrees to appointment of a Special Master.
- b. To assist *pro se* parties, within ninety days of the entry of this Order, NJDOE, in consultation with Class Counsel, will draft an informative litigation guide, not intended as legal advice, for *pro se* litigants and NJDOE will ensure dissemination to all *pro se* parties at the time of filing. NJDOE will also maintain the guide on its website in an easily accessible location.
- c. Prehearing conferences will be automatically audio-recorded for all cases in which parents or guardians are *pro se*. For represented parties,

prehearing conferences will be recorded upon request. Copies of recordings will be made available, at no charge, upon request.

- d. NJDOE will fund a full-time employee within the NJOAL whose role includes maintaining data on cases pending in the NJOAL and report that data to NJDOE, Class Counsel, and the Special Master. This full-time employee will produce any data requested by the Special Master that NJOAL maintains and is capable of producing. Any data provided to Class Counsel will be anonymized.
- e. The Special Master shall conduct random reviews of cases, particularly those in which parents or guardians are *pro se*, that have not been scheduled for a hearing within **45 Days of Day 1** to assess compliance with the **45-Day Timeline** and identify and address systemic barriers affecting the case's timely progression. Such review shall include, if available, audio recordings of prehearing conferences.

CLASS COUNSEL

/s/ Catherine Merino Reisman

Catherine Merino Reisman
Reisman Gran Zuba LLP

/s/ Elizabeth Athos

Elizabeth Athos
Education Law Center

/s/ David R. Giles

David R. Giles
Law Office of David Giles

/s/ Denise Lanchantin Dwyer

Denise Lanchantin Dwyer
Law Office of Denise L. Dwyer, LLC

/s/ Jeffrey I. Wasserman

Jeffrey I. Wasserman
Wasserman Little LLC

Dated: April 27, 2026

COUNSEL FOR DEFENDANTS

/s/ Daniel F. Dryzga

Daniel F. Dryzga, Jr.
Assistant Attorney General

Dated: April 27, 2026

REVISED AMENDED CONSENT ORDER AND SETTLEMENT AGREEMENT, INCLUDING RETENTION OF JURISDICTION FOR ENFORCEMENT, APPROVED BY THE COURT:

Dated and entered this _____ day of _____, 2026

Edward S. Kiel
United States District Judge

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

C.P., individually and on behalf of
F.P., a minor child; D.O. individually
and on behalf of M.O., a minor child;
S.B.C., individually and on behalf of
C.C., a minor child; A.S., individually
and on behalf of A.A.S., a minor child;
M.S., individually and on behalf of her
minor child, H.S.; Y.H.S., individually
and on behalf of his minor child,
C.H.S.; E.M. on behalf of her minor
child, C.M.; M.M., individually and on
behalf of K.M.; L.G., individually and
on behalf of her minor child, T.M.;
E.P., individually and on behalf of her
minor child, Ea.P.; and on behalf of
ALL OTHERS SIMILARLY
SITUATED,

Plaintiffs,

v.

NEW JERSEY DEPARTMENT OF
EDUCATION; ANGELICA ALLEN-
McMILLAN, Acting Commissioner of
Education, in her official capacity,

Defendants.

Civil Action No. 19-cv-12807-NLH-MJS

Noel L. Hillman, U.S.D.J.

Matthew J. Skahill, U.S.M.J.

**CONSENT ORDER AND
SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by Plaintiffs C.P, individually and on behalf of F.P., a minor child; D.O. individually and on behalf of M.O., a minor child; S.B.C., individually and on behalf of C.C., a minor child; A.S., individually and on behalf of A.A.S., a minor child; M.S., individually and on behalf of her minor child, H.S.; Y.H.S., individually and on behalf of his minor child, C.H.S.;

E.M. on behalf of her minor child, C.M.; M.M., individually and on behalf of K.M.; L.G., individually and on behalf of her minor child, T.M.; E.P., individually and on behalf of her minor child, Ea.P., individually and on behalf of themselves and a class of persons similarly situated (the “C.P. Class” or “C.P. Plaintiffs”) and Defendants New Jersey Department of Education (“NJDOE”) and Angelica Allen-McMillan (collectively, “Defendants”). C.P. Plaintiffs and Defendants shall be referred to individually as a “Party” and jointly as the “Parties.”

WITNESSETH THAT:

WHEREAS, on May 22, 2019, the C.P. Class filed a class action lawsuit in the Court against Defendants, *C.P., et al. v. N.J. Dept. of Educ., et al.*, No. 19-cv-12807 (the “C.P. Lawsuit”), alleging violations of the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 *et seq.* (“IDEA”) and 42 U.S.C. § 1983 and seeking wide-ranging declaratory and injunctive relief, as well as the recovery of attorney’s fees and costs;

WHEREAS, on October 27, 2023, the Court appointed as Class Counsel Reisman Carolla Gran & Zuba LLP, Law Office of David R. Giles, Education Law Center, Law Office of Denise Lanchantin Dwyer LLC, Thurston Law Offices LLC, and Wasserman Legal LLC;

WHEREAS, this Settlement Agreement concerns New Jersey’s special education dispute resolution system;

WHEREAS, on February 27, 2020, the C.P. Class filed the Second Amended Complaint;

WHEREAS, on June 19, 2020, Defendant filed an Answer to the Second Amended Complaint in the C.P. Class matter;

WHEREAS, since June 2022, the Parties have exchanged written settlement proposals and counter-proposals and have engaged in in-person settlement conferences to negotiate the terms of this Settlement Agreement;

WHEREAS, through these settlement negotiations, the Parties have negotiated and agreed to the specific details of this Agreement;

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

WHEREAS, the Parties recognize, and the Court by entering this Consent Order finds, that this Consent Order has been negotiated by the Parties in good faith and will avoid further litigation between the Parties and that this Consent Order is fair, reasonable, and in the public interest;

NOW THEREFORE, with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.
2. Venue is proper pursuant to 28 U.S.C. § 1391.

II. REVISED CLASS DEFINITIONS

3. The definition of the class certified pursuant to Fed. R. Civ. P. 23(b)(2) is amended as follows: All persons who, pursuant to the IDEA, have filed or will file during the period of time that the Court retains jurisdiction, a due process petition with NJDOE, and whose cases are pending in the New Jersey Office of Administrative Law (“NJOAL”).
4. The definition of the Issues Class certified pursuant to Fed. R. Civ. P. 23(b)(3) is amended as follows: All persons who, pursuant to IDEA, filed due process petitions with NJDOE on or after May 23, 2016, who, after their due process petition was transmitted to the NJOAL, did not receive a decision within

the timeline as defined in 34 C.F.R. §300.515(a), (c) and the violation occurred prior to approval of this Agreement.

III. DEFINITIONS OF TERMS AS USED IN THIS AGREEMENT

5. “**Pending Cases**” shall be defined as any and all due process petitions for which the resolution period or the agreed upon adjusted resolution period has ended, in accordance with 34 C.F.R. §300.510(b) or (c), but the petition remains unresolved in NJOAL, regardless of whether the case is within or has surpassed the 45-day timeline.

6. “**Final Decision Cases**” shall be defined as any and all due process petitions that have been resolved in full, and shall include two distinct groups of due process petitions:

- a. **Final Decisions Post-Full Hearing**, which shall include any and all due process petitions that are resolved, in full, through the issuance of a final decision by NJOAL following the completion of a due process hearing; and
- b. **Final Decisions-No Full Hearing**, which shall include any and all due process petitions that are resolved, in full, through the issuance of a final decision by NJOAL without the completion of a due process hearing, including summary decision, dismissal of a petition with or without prejudice, and NJOAL-approved settlement agreements.

7. “**95% Compliance**” shall be defined as the timely resolution of due process petitions, in accordance with 34 C.F.R. § 300.515(a), (c), in 95% of all special education due process matters at the NJOAL during a four month period, provided that, when examining each month of the four month period, there is no decrease below 95% in the compliance rate from the prior month. The Compliance Monitor shall determine the percentage of compliance achieved in each of three

areas—**Pending Cases, Final Decisions Post-Full Hearing, and Final Decisions-No Full Hearing:**

- a. For **Pending Cases**, the total number of Pending Cases that remain at the end of each four month period that are still within the 45-Day timeline, excluding specific extensions of time requested by a party and granted by an ALJ, shall be divided by the total number of Pending Cases that remain at the end of the four month period.
- b. For **Final Decisions Post-Full Hearing**, the total number of Final Decisions Post-Full Hearing at the end of each four month period that were resolved within the 45-Day Timeline, excluding specific extensions of time requested by a party and granted by an ALJ, shall be divided by the total number of Final Decisions Post- Full Hearing that were resolved during the four month period.
- c. For **Final Decisions-No Full Hearing**, the total number of Final Decisions-No Full Hearing at the end of each four month period that were resolved within the 45-Day Timeline, excluding specific extensions of time requested by a party and granted by an ALJ, shall be divided by the total number of Final Decisions-No Full Hearing that were resolved during the four month period.

For purposes of determining NJDOE’s compliance with the Settlement, NJDOE must attain 95% compliance separately for each of the three areas above.

8. “**Day 1**” of the 45-Day timeline shall be defined as the first day following the end of the 30-day resolution period, in accordance with 34 C.F.R. §300.510(b), the end of the parties’ agreed-upon adjusted resolution period, in accordance with 34 C.F.R. §300.510(c) or in the event of a district filing, consistent with the process outlined in N.J.A.C. 6A:14-2.7(h)(11), Day 1 is the day after filing, unless the parties agree to voluntary mediation, in which case Day 1

shall be the first day after completion of the 30-day mediation period or the end of the parties' agreed-upon adjusted mediation period.

9. "45 Days or 45-Day Timeline" shall be defined as 45 calendar days from Day 1, as defined at Paragraph 8, and shall be calculated exclusively using calendar days, in accordance with 34 C.F.R. § 300.515(a), (c), excluding specific extensions of time requested by a party and granted by an ALJ as provided in 34 C.F.R. § 300.515(c). Defendants shall immediately cease counting 45 Days or the 45-Day Timeline in any manner other than calendar days, and shall revoke any and all policies, practices, guidelines, and/or procedures that permit the counting of 45 Days or the 45-Day Timeline in any manner other than calendar days.

IV. RELIEF FOR THE RULE 23(b)(2) CLASS

10. For any due process petition filed pursuant to IDEA, NJDOE shall ensure, pursuant to 34 C.F.R. § 300.515, that not later than 45 days after the expiration of the 30-day resolution period under 34 C.F.R. § 300.510(b), or the agreed-upon adjusted resolution periods described in 34 C.F.R. § 300.510(c), and accounting for the specific extensions of time requested by a party and granted by an Administrative Law Judge as provided in 34 C.F.R. § 300.515(c):

- a. A Final Decision, as defined *supra* at Paragraph 6, is reached by NJOAL; and
- b. NJOAL has mailed a copy of the decision to each of the parties.

11. For purposes of compliance with this Agreement, for all Pending Cases that exist on the date of this Agreement's approval by the Court, the 45-Day Timeline as set forth in 34 C.F.R. § 300.515 (a), (c) will reset and begin to run on the calendar day immediately following the date of final approval of this Agreement.

12. To ensure that future Rule 23(b)(2) Class Members know about the Settlement, the transmittal documents from NJDOE to NJOAL arising from a due

process petition shall, for the duration of the Court's jurisdiction over this matter, include a black box placed at the centered, at 1 point larger font than the rest of the text, with the following language:

CLASS ACTION NOTICE

Due to the entry of a Consent Order resolving a Class Action, a federal court has appointed a Compliance Monitor to oversee the timely resolution of special education due process hearings. If you believe that your due process petition is not being resolved in a timely manner, you can contact the Compliance Monitor at [email address]. You can contact Class Counsel at info@NJ45dayclassaction.com with questions or concerns regarding the Consent Order, which is explained here [notice link].

V. RELIEF FOR THE RULE 23(b)(3) ISSUES CLASS

13. Any member of the Rule 23(b)(3) Issues Class shall have two (2) years from the date of entry of this Order to file a claim in this court for individual relief under the IDEA for a violation arising out of or related to the timeline in 34 C.F.R. § 300.515(a), (c). This agreed extension is in lieu of class action tolling.

VI. APPOINTMENT OF COMPLIANCE MONITOR

14. The Court will appoint a Compliance Monitor using the following process.
- a. The parties will attempt to agree upon a candidate to serve as a Compliance Monitor. The Compliance Monitor may consist of a single person, a team of individuals, or one or more organizations. If successful, the parties jointly will present a candidate to the Court for appointment by no later than 30 days after final approval of this Agreement. If the parties cannot agree on a candidate, they shall each propose three candidates to the Court by no later than 30

days after final approval of this Agreement and the Court will select the person to serve as Compliance Monitor.

- b. If, in the future, the Compliance Monitor becomes permanently unavailable for any reason or is unable to fulfill the duties of the Compliance Monitor, the parties will meet and confer to determine whether a mutually acceptable replacement can be recommended to the Court for appointment. If there is no mutually agreed upon candidate, the Parties may make separate recommendations to the Court.
- c. NJDOE is responsible for compensating the Compliance Monitor and will establish a reasonable rate of pay consistent with market rates for the services being performed.

VII. ROLE, DUTIES, AND AUTHORITY OF COMPLIANCE MONITOR

15. The general role of the Compliance Monitor is to provide the NJDOE with the support, guidance, experience, and expertise needed to comply with the terms of this Agreement.

16. The Compliance Monitor's duties include, but are not limited to, the following: To develop a compliance plan; to oversee and monitor the implementation of the compliance plan; to amend the plan, as necessary and appropriate to address non-compliance; to review and analyze data related to non-compliance with the 45-Day rule; to identify and address barriers to non-compliance, through the development and implementation of targeted interventions; to make recommendations regarding the development, implementation, and assessment of all initiatives, interventions, and corrective actions designed to rectify non-compliance with the 45-Day Rule; and to oversee, monitor, measure, assess, and report upon the effectiveness of the compliance plan and implementation of interventions to improve compliance. The Compliance

Monitor will meet and discuss revisions and issues related to the plan with NJDOE and Class Counsel, as the Monitor deems appropriate or when requested by one of the parties.

17. The Compliance Monitor shall have full access to any and all information and data the Monitor needs from NJDOE to fulfill the Monitor's role and duties. Data includes, but is not limited to, data needed to determine, measure, and analyze the presence and causes of non-compliance, and barriers to compliance, with the 45-Day timeline; and data needed to measure, assess, and report upon the effects of interventions developed to address non-compliance. NJDOE shall make all reasonable efforts to obtain and provide any and all information and data the Monitor requests, including information and data in the custody and control of Office of Administrative Law. Once the information is provided to NJDOE, NJDOE will provide that information to the Monitor in a timely manner.

18. The Monitor may conduct individual, confidential interviews as part of the data collection process, as the Monitor deems appropriate. The Monitor shall ensure that the confidentiality of persons interviewed and of identifying information shared is protected unless the interviewee permits disclosure.

19. The Compliance Monitor shall operate independently of the parties and the Court, and shall have the authority to recommend corrective actions to ensure compliance with the settlement.

VIII. PLAN FOR COMPLIANCE

20. By no later than 90 days after the Monitor's appointment, the Monitor shall develop a Compliance Plan as stated in Paragraph 16 above. The Compliance Plan shall be a working document. As part of the plan, NJDOE shall collect data, including through the Adjournment Form referenced in Paragraph 22, as well as the electronic survey at the end of the Adjournment Form and/or through NJOAL's

electronic case management system. The Compliance Plan shall identify the data to be collected monthly in accordance with this Agreement, as well as any additional information and data to be collected as deemed appropriate by the Monitor, and shall identify the format in which the data shall be provided. Where the Monitor requires additional information or data not captured by the electronic survey or NJOAL's electronic case management system, the parties shall mutually agree upon another mechanism for collecting such information and data.

21. Upon the hiring of the Compliance Monitor, NJDOE shall provide the Monitor with a list of the unresolved due process petitions that have been transmitted to the NJOAL up to the date of approval of the Settlement, including the date of transmittal, and shall make all reasonable efforts to provide the Monitor with full access to the case files for all unresolved due process petitions that exceeded the 45-Day Timeline as of the date of final approval of this Agreement. This initial data, which pre-dates approval of this Agreement, shall not be considered evidence of non-compliance but rather shall serve as a starting point for the Monitor to begin the process of identifying the presence and causes of non-compliance and barriers to compliance, and may be included in the Compliance Plan as the Monitor deems appropriate.

22. An Adjournment Form (attached here as Exhibit A) will be used to track specific extensions of time requested by the parties and granted by the ALJ. Each Adjournment Form will be maintained in the electronic case file for each matter.

IX. COMPLIANCE REPORTING

23. The Monitor shall, at the end of each monitoring period according to the schedule set forth at Paragraphs 28 and 32 below, submit a report detailing the status of compliance with the timeline set forth in 34 C.F.R. § 300.515(a), (c).

24. On a monthly basis, starting sixty (60) days after the date of final approval of this Agreement by the Court, NJDOE will provide to the Compliance Monitor (i) the number of due process petitions received by NJDOE for that month and (ii) the number of due process petitions transmitted to the NJOAL.

25. On a monthly basis, starting thirty (30) days after the date of final approval of this Agreement by the Court, NJDOE will provide to the Compliance Monitor the data needed to assess compliance as set forth at Paragraph 7 above.

26. To assess compliance, the Compliance Monitor may review the following documents for each **Pending Case**:

- a. The Transmittal Notice and accompanying transmittal documents, which shall state the initial 45-Day deadline for disposition, calculated in accordance with Paragraph 9 above; and
- b. Any and all completed and signed Adjournment Forms showing a party's request for a specific adjournment; and
- c. All scheduling orders (including the initial scheduling order).

27. To assess compliance, the Compliance Monitor may review the following documents for each and every **Final Decision Case**, disaggregated into the two distinct **Final Decision Case** groups set forth in Paragraphs 6(a) and (b) above:

- a. The Transmittal Notice and accompanying transmittal documents, which shall state the initial 45-Day deadline for disposition, calculated in accordance with Paragraph 9 above; and
- b. Any and all completed and signed Adjournment Forms showing a party's request for a specific adjournment and the ALJ's disposition;
- c. All scheduling orders (including the initial scheduling order); and

- d. The dated and signed order of dismissal or notice of withdrawal, the final decision approving a settlement, the final decision in the case issued after a hearing, and/or any other decisions disposing of the case.

28. The Monitor will issue a report every four months, or at a shorter regular interval should the Monitor so choose, in accordance with the process and timelines set forth at Paragraph 32 below. Beyond the 18 months after approval of the Agreement, the Monitor will issue reports on a semiannual basis for as long as the Court retains jurisdiction.

29. The first report issued after the hiring of the Compliance Monitor may include, but not be limited to, a baseline of relevant data, including data available prior to the approval of the Settlement; a summary of the initiatives, interventions, and corrective actions put in place prior to the first monitoring reporting period to address the problem and the results of same; data collected during the first monitoring reporting period; a hypothesis of the causes of non-compliance and barriers to compliance; a summary of the steps taken by NJDOE during the first monitoring period to identify and address the causes of non-compliance; a summary of the actions NJDOE will take in the second monitoring period to rectify noncompliance; and how said actions will be measured and assessed.

30. The remaining reports within the 18-month time period and the subsequent semiannual reports shall include, but not be limited to, a summary of the initiatives, interventions, and corrective actions put in place during that monitoring reporting period to address the problem and the results of same; data collected during that monitoring reporting period; a discussion of the causes of non-compliance and barriers to compliance; a summary of the steps taken by NJDOE during that monitoring period to identify and address the causes of non-compliance; a summary of the actions NJDOE will take in the next monitoring

period to rectify noncompliance; and how said actions will be measured and assessed. The report shall also specifically address, among other data points, in both matched and aggregate (where appropriate and in accordance with this Agreement) format on a monthly basis and monitoring period basis, the following: (i) how many due process petitions NJDOE received each month; (ii) how many due process petitions were transmitted to NJOAL; (iii) of the petitions transmitted, how many days did it take for transmittal to occur; (iv) how many due process petitions were **Pending Cases** at the end of the month; (v) of the **Pending Cases**, how many were beyond the 45-Day Timeline, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. §300.515(c); (vi) how many due process petitions were **Final Decisions Post-Full Hearing** at the end of the month; (vii) of the **Final Decisions Post-Full Hearing**, how many were beyond the 45-Day Timeline, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. §300.515(c); (viii) how many due process petitions were **Final Decisions-No Full Hearing** at the end of the month; (ix) of the **Final Decisions-No Full Hearing**, how many were beyond the 45-Day Timeline, excluding specific requests for extension of time as allowed pursuant to 34 C.F.R. §300.515(c).

31. The Compliance Monitor shall use the information set forth in Paragraphs 26 and 27 to calculate the percentages of compliance with the timelines in 34 C.F.R. §300.515(a), (c) of due process petitions that have been transmitted to the NJOAL in **Pending Cases, Final Decisions-Post Full Hearing, and Final Decisions – No Full Hearing**.

32. When issuing a Monitoring Report, the Monitor shall follow the timeline and process listed below:

- a. The Monitoring Report shall be issued by no later than forty-five (45) days following the last day of the monitoring period.

- b. The Monitor will issue a draft of the report to the parties within twenty (20) days of the last day of the monitoring period.
- c. The parties will have ten (10) days after receipt of the draft report to submit any comments/objections to the Monitor.
- d. The Monitor will release the final report fifteen (15) days after receiving the parties' comments/objections.
- e. Within 30 days of receiving the finalized report, the parties may meet with the Monitor separately or together to discuss how to address any issues or concerns raised in the report ("post-report meeting").
- f. Each report after the first report should reflect a positive trend toward achieving or maintaining 95 percent compliance with 34 C.F.R. § 300.515(a), (c), as defined at Paragraph 7. In the event a report does not reflect a positive trend toward meeting 95 percent compliance with the timelines as defined in 34 C.F.R. § 300.515(a), (c), the Monitor shall hold a post-report meeting to discuss and address compliance barriers and/or issues with meeting the 95 percent benchmark at the post-report meeting.

33. Upon issuance of the final report, NJDOE shall, within five (5) business days, post a copy of the report, with redaction of any personally identifiable information, on its website in a clearly marked location.

X. OPPORTUNITY FOR INPUT TO MONITOR

34. Within fifteen (15) calendar days of final approval of this Agreement by the Court, NJDOE will provide an opportunity for individuals to provide input, anonymously or otherwise, regarding experiences with the NJDOE and NJOAL in having due process petitions processed, heard, and/or resolved by establishing an

email account accessible by the Monitor. The Monitor shall regularly check the email account and may choose to disclose this input within the monitoring reports.

XI. ENFORCEMENT AFTER EIGHTEEN MONTHS

35. The Class will not seek an order of contempt for eighteen (18) months after the effective date of the final approval of this Agreement by the Court. After eighteen (18) months from the date this Agreement is approved by the Court, if Class Counsel believes that Defendants have not complied materially with any provision of this Agreement, Class Counsel shall provide the Department of Education, with a notice containing (i) the act of non-compliance, (ii) a reference to the specific provision(s) of the Agreement that the Class alleges Defendants have violated, and (iii) a statement of the remedial action sought. Defendants shall have an opportunity to respond to Class Counsel's claims within 30 days. The parties shall then meet and confer within 30 days to discuss a resolution of the issues. If the parties do not resolve the issues after meeting, the Class may file a formal application with the Court alleging its claim of material non-compliance and seeking all appropriate relief. For purposes of this provision, material non-compliance is defined as any material failure by NJDOE to comply with any terms of this Agreement, including but not limited to, failing to achieve a sustained compliance rate of 95%, as defined in Paragraph 7, *supra*, for either of the **Final Decision** groups or the **Pending Cases** Group, within 18 months of final approval of this Agreement by this Court.

XII. INCENTIVE PAYMENTS

36. NJDOE shall make incentive payments to the family of each named plaintiff in the amount of \$5,000, for an aggregate amount of \$50,000. This award is subject to any child support and/or State liens against the individual Named Plaintiffs. After final approval, payment will be made upon receipt of completed child support certifications for each Named Plaintiff and New Jersey W-9(s) for

the Named Plaintiffs. Upon receipt of the above-mentioned documentation, payment will be made within thirty (30) days. Should payment not be made within 90 days, the Parties may seek assistance of the Court. Payments to the Named Plaintiffs should be made via check payable to each individual Named Plaintiff.

XIII. ATTORNEY'S FEES

37. Defendants agree that the Class is the prevailing party for the purposes of an award of attorney's fees pursuant to 20 U.S.C. § 1400 et seq. and 42 U.S.C. § 1983 and is entitled to an award of reasonable and necessary fees.

38. The parties further agree that Class Counsel is entitled to reasonable fees and expenses for legal services performed related to the post-judgment monitoring as stated in Section IX of this Agreement.

39. Class Counsel provided Defendants' counsel with a fee demand for the reasonable and necessary fees incurred during this matter, as well as, the anticipated fees for the post-judgment monitoring mentioned in Section IX of this Agreement. The fee demand for the reasonable and necessary fees already incurred included any and all proofs supporting the demand, including billing records demonstrating the date of service, the hourly rate, the time spent on the work, and a description of the nature of the work performed. After Class Counsel provided Defendants with its fee demand and the complete accompanying proofs, the parties negotiated the fees with the assistance of the Honorable Joel Schneider, former U.S.M.J. at NJDOE's expense.

40. As a result of the negotiation assisted by the Honorable Joel Schneider, Defendants will not oppose an application for an award of attorneys' fees and expenses of \$4,750,000.00 for all work performed through resolution of the Fairness Hearing scheduled as a result of the Motion for Preliminary Approval

of the Settlement. Defendants will not pay this amount from funds received by them pursuant to the Individuals with Disabilities Education Act.

41. All payments of attorney's fees and costs will be made after Defendants' Counsel receive the legally required paperwork, which may include, but is not limited to, a completed State of New Jersey W-9; State of New Jersey Vendor Invoices and/or signed vouchers, to the extent necessary; and Registration through the New Jersey Treasury to the extent necessary for the Treasury to process the payment.

42. Any payment of attorneys' fees awarded for work through final approval will be distributed as follows: Defendants will pay 41.5488% of any attorney's fees awarded for work performed through approval of the settlement to John Rue & Associates, LLC and issue a 1099 for that amount to John Rue & Associates, LLC. Defendants will pay 58.4512% of any attorney's fees awarded for work performed through approval of the settlement to the trust account of Reisman Carolla Gran & Zuba LLP (RCGZ) and issue a 1099 for that amount, which will be distributed by RCGZ to counsel other than John Rue & Associates LLC in accordance with a private agreement between those firms. After final approval, Defendants will make the payment of attorney's fees and costs within 60 days after receipt of the respective legally-required paperwork.

43. The parties agree and recognize that Defendants will not be a party to the agreement between Plaintiffs' Counsel for the allocation of the payment of fees and costs. If a dispute should arise between Plaintiffs' Counsel regarding the allocation of the awarded fees and costs, Defendants shall not be named as a party or deemed responsible for any payment arising out of the dispute.

44. For fees sought for work performed during the period of compliance monitoring pursuant to Section IX above, the Parties agree to use the procedure set forth in Paragraph 39 to determine the amount of fees to be paid by Defendants as

to each monitoring period, except that the Parties may choose whether to retain a mediator to assist in the negotiation of the fees.

XIV. PROCEDURE FOR APPROVAL OF SETTLEMENT

45. The parties are ordered to meet and confer on the form of notice to the class, the means of dissemination, the objection period, and any other issues related to notice. If the parties cannot reach agreement, they shall separately state their positions to the Court.

46. The Court will Order notice to the Class, including an opportunity to object, and schedule a fairness hearing in due course.

47. NJDOE will disseminate the Notice to the Class and bear the cost of the dissemination. For the Fed. R. Civ. P. 23(b)(3) class members and current Fed. R. Civ. P. 23(b)(2) class members, the NJDOE will provide the class notice to both the class members and the class members' listed attorneys in NJDOE's special education database. The notice to the class members will be sent via U.S. mail. The notice to the attorneys will be sent via electronic mail.

XV. RELEASE OF CLAIMS

48. Effective upon the entry of this Order and Agreement by the Court, in consideration of the relief set forth herein:

- a. It is expressly understood and agreed by the Parties that this Agreement constitutes a complete and final release between the parties with respect to any and all past and present (but not future) liabilities, claims, demands, rights and causes of action, guarantees, claims for damages or other relief, settlements, costs, and compensation of any kind or nature whatsoever, arising out of the C.P. Class's claims, excluding claims concerning Plaintiffs' Second Motion for Preliminary Injunction (see Paragraph 48(e), *infra*). The Second Amended Complaint did not request any

individualized relief, so this Agreement does not release any past, present, or future individual claims.

- b. In return for the consideration of this Agreement, the C.P. Class knowingly and voluntarily, completely, and forever, releases and discharges Defendants and each of Defendants' officers, from any and all claims, causes of action, judgments, obligations or liabilities of whatever kind and character raised in the Second Amended Complaint filed on February 27, 2020, excepting any individualized relief.
- c. Notwithstanding the foregoing subparagraphs 48(a) and 48(b), nothing in this Agreement shall bar any member of the C.P. Issues Class as defined in Paragraph 4 of this Agreement from bringing a future action in an individual capacity under the IDEA arising out of a past, present, or future violation of the timeline as defined in 34 C.F.R. § 300.515(a), (c) for any form of relief, including requests for individualized relief, not pled in the Second Amended Complaint nor does this bar them from seeking relief, including individualized relief, related to the implementation of procedural guidelines as set forth in subparagraph (e) below. The parties acknowledge and agree that Defendants reserve any and all defenses and arguments related to those claims (subject to the tolling agreed to herein).
- d. The Parties acknowledge that two named plaintiffs, (i) C.P. o/b/o F.P. and (ii) M.S. o/b/o H.S., have asserted individual claims in separate actions, *inter alia*, against defendant NJDOE. The release in this Agreement does not affect any claims or defenses that have been or may be alleged in those actions.

- e. Plaintiffs hereby withdraw the Second Motion for Preliminary Injunction without prejudice. The Second Motion for Preliminary Injunction related to claims in the Second Amended Complaint regarding the attempt to adopt “Procedural Guidelines” in 2020. NJDOE has withdrawn the 2020 proposed guidelines. The parties expressly understand and agree that, because the Second Motion for Preliminary Injunction is being withdrawn without prejudice, the request for injunctive relief can be renewed. Nothing in this Agreement prevents any Class Member, parent of a student with a disability, or interested party from separately challenging any attempt to implement new guidelines or the implementation or attempted reimplementations of any or all of the 2020 proposed guidelines.

XVI. EFFECTIVE DATE

49. The Effective Date of this Consent Order shall be the date upon which this Consent Order is entered by the Court or a motion to enter the Consent Order is granted, whichever occurs first, as recorded on the Court’s docket.

XVII. RETENTION OF JURISDICTION AND TERMINATION DATE

50. The Court shall retain jurisdiction over this case until termination of this Consent Order, for the purpose of resolving disputes arising under this Order or entering orders modifying this Order, or effectuating or enforcing compliance with the terms of this Order.

51. When the Compliance Monitor finds that NJDOE has reached 95% compliance with the timeline as defined in 34 C.F.R. §300.515(a), (c), as defined in Paragraph 7, *supra*, Defendants may move to terminate this Consent Order. The Class may object, and the Court will resolve the matter.

XVIII. OTHER MATTERS

52. *No admission of liability.* Nothing in this agreement shall be construed to be an admission of liability under any theory asserted in the Second Amended Complaint.

53. *Entire Agreement.* This Agreement, including exhibits, contains all the agreements, conditions, promises, and covenants between Plaintiffs and Defendants regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

54. *Modification.* The terms and conditions of this Agreement can be amended, changed, or altered only by written agreement of the Parties through their respective counsel or by order of the Court upon motion.

55. *Drafting of this Agreement.* This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

56. *Execution by Facsimile and in Counterparts.* This Agreement may be executed by the Parties hereto by facsimile and in separate counterparts, and all such counterparts taken together will be deemed to constitute one and the same agreement.

57. *Interpretation.* The language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" will mean "and/or." This Agreement is the product of negotiations and joint drafting so that any ambiguity will not be construed against any Party. If any provision or provisions of this Agreement are found to be contrary to law, the Parties agree that

the remaining provisions will not be affected and will remain in full force and effect.

58. *Computation of Time.* Computation of time or periods of time referenced in any document related to this Settlement Agreement shall be computed pursuant to Federal Rule of Civil Procedure 65.

59. *Additional Documents.* To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

60. *Authority to Bind.* The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the respective Parties of this Agreement.

61. *Changes in Law.* The parties acknowledge that during the term of this Agreement, there may be revisions to the IDEA and its implementing regulations and/or state law. The parties agree that should changes in these laws impact the terms of this Agreement, they will confer and determine whether it is necessary to modify the terms of this Agreement. The parties will submit any proposed modifications to the Agreement to the Court for approval. Should the parties dispute the need for a change in the terms because of a change in law, the Court shall resolve such dispute.

XIX. FINAL JUDGMENT

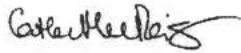
62. Upon approval and entry of this Consent Order by the Court, this Consent Order shall constitute a final judgment of the Court. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

**SETTLEMENT AGREEMENT, INCLUDING RETENTION OF
JURISDICTION FOR ENFORCEMENT, APPROVED BY THE COURT:**

Dated and entered this _____ day of _____, 2023

Noel L. Hillman
United States District Judge

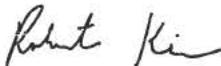
FOR THE CLASS



Catherine Merino Reisman
Reisman Carolla Gran & Zuba LLP



David R. Giles
Law Office of David Giles



Robert Kim
Education Law Center



Denise Lanchantin Dwyer
Law Office of Denise Lanchantin Dwyer LLC

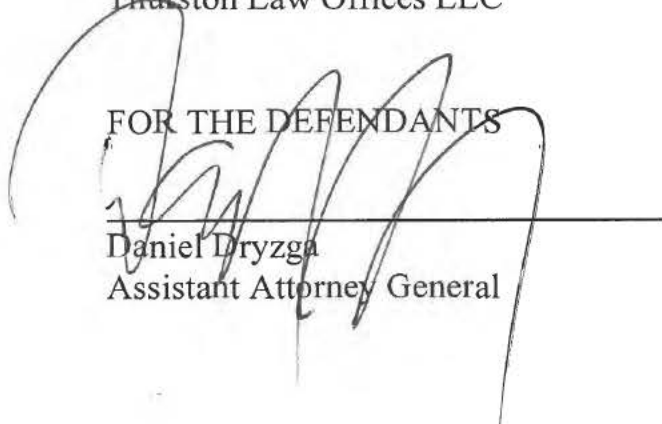


Robert C. Thurston
Thurston Law Offices LLC



Jeffrey I. Wasserman
Wasserman Legal LLC

FOR THE DEFENDANTS



Daniel Dryzga
Assistant Attorney General

EXHIBIT A TO AGREEMENT



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

**SPECIAL EDUCATION DUE PROCESS HEARING
EXTENSION / ADJOURNMENT FORM**

Under 34 C.F.R. § 300.515(a) of the Individuals with Disabilities Education Act, a final decision must be issued not later than 45 days after the expiration of the resolution period under 34 C.F.R. § 300.510(b), or the adjusted time periods described in 34 C.F.R. § 300.510(c), excluding specific extensions of time requested by a party and granted by an ALJ under 34 C.F.R. § 300.515(c).

PART ONE

I. Case Information

- (A) Case Name:
- (B) OAL Docket No.:
- (C) Agency Ref. No.:
- (D) Transmittal Date:

II. Time Period

- (A) Date Resolution Period Expired:
- (B) Original Final Decision Due Date (Original 45-calendar-day time period, if no prior extension had been granted):
- (C) Extended Final Decision Due Date (Current 45-calendar-day time period, if a prior extension had been granted):

III. Extension Request

- (A) The hearing date for which the party requested the specific extension:
- (B) The reason for the extension:
- (C) The length of the extension (in calendar days):

IV. Signatures and Dates

(A) The Parties

- (1) The Requesting Party (required):
- (2) The Requesting Party (if joint):
- (3) The Consenting Party (if consenting):
- (4) The Objecting Party (if objecting):

(B) The ALJ

Granted Denied , ALJ

(C) All Hearing Dates and New Final Decision Due Date

- (1) All Hearing Dates:
- (2) New Final Decision Due Date:

(A) **WHEN NO PRIOR EXTENSION HAS BEEN GRANTED:** To calculate the new Final Decision Due Date, take the Original Final Decision Due Date in **(II)(B)** and add the number of calendar days for which the party requested the specific extension in **(III)(C)**:

(B) **WHEN A PRIOR EXTENSION HAS BEEN GRANTED:** To calculate the new Final Decision Due Date, take the Extended Final Decision Due Date in **(II)(C)** and add the number of calendar days for which the party requested the specific extension in **(III)(C)**:

PART TWO

NJDOE Required Extension Survey

EXHIBIT B

C.P. v. New Jersey Department of Education

Civil Action No. 19-cv-12807-NLH-MJS

**FINAL
COMPLIANCE REPORT #4**

November 7, 2025

Submitted by

Lenore Knudtson
Compliance Monitor

I. Overview

This reporting period covers the months of May through August 2025. A 10 day extension of the report due date was granted by counsel in order to permit the Compliance Monitor to have another meeting with NJDOE. The extension was necessary because staff critical to the process was out of the office on a scheduled time off.

The parties meet regularly with the Compliance Monitor to share information, concerns, and updates. NJDOE and OAL continue to report an improved working relationship between the agencies with regular meetings and collaboration. Several metrics indicate that improvement in the New Jersey Due Process Hearing system continues, but not at the rate to be considered compliant pursuant to the Consent Decree.

II. Summary of Initiatives, Interventions, and Corrective Actions

To date, the parties have implemented the following initiatives:

- Contemporaneous notice from NJDOE to OAL when a due process hearing request is filed at NJDOE. Improving communication was a first step in the journey to rebuilding a compliant due process hearing system. Likewise, inclusion of NJDOE on the distribution list for copies of all adjournments, orders, and decisions provides valuable information for NJDOE to track the status of cases within its due process hearing system.
- Immediate transmittal upon a public agency filing of a due process hearing request. During this reporting period, there were no occurrences of late transmittals when a public agency filed the due process hearing request. In the past, a delayed transmittal on a district filed due process hearing request resulted in OAL often receiving the case after the decision deadline had already passed. The delayed transmittals in public agency filed cases is, at this point, at zero, demonstrating 100% compliance on this data point.
- Improved tracking of resolution timelines to ensure transmittal consistent with N.J.A.C. 6A:14-2.7(h). Collaborative data tracking between agencies has

improved consistently, eliminating delays due to late transmittal after the resolution period.

- Use of the Adjournment Form pursuant to the Consent Decree. Use of the Adjournment Form has improved but falls short of compliance at the level specified in the Consent Decree. It is anticipated that the Adjournment Form will continue to be used to help document the life cycle of every due process matter extended beyond the 45 day timeline for the foreseeable future.

The OAL reports that ALJs were initially trained on use of the adjournment form through instruction from the Acting Chief Judge. Training continued as described below.

- April 4, 2025: Adjournment form training on all three campuses.
- June 2, 2025: Memo disseminated to all ALJs on counting the 45 days along with a written recap of the April 4th training.
- June, July, and August 2025: Lunch and learn with ALJs on all three campuses to review and reinforce appropriate use of the adjournment form.
- October 6, 2025: Reissuance of the April 4th recap and the June 2nd memo to all ALJs.

In an effort to provide specific information on cases involving nonconforming use of the adjournment form, the Compliance Monitor has commenced sending OAL copies of some forms considered noncompliant, permitting OAL to specifically address the appropriate use of the form with the ALJ in that matter.

- Utilizing ALJs to conduct due process related mediation was a significant change to the system. For due process related mediation, the OAL assigns an ALJ to conduct the mediation. OAL reports that ALJs conducting the mediations have received training in mediation techniques and will continue to receive follow up training in a regular basis. Specifically, OAL confirmed that each ALJ assigned to conduct mediation pursuant to the IDEA receives training in both special education and mediation techniques. The initial training must be completed within the first three months and includes:
 - Onboarding of all ALJs prior to assignment of a special education case -

- Special education training modules developed by Perry Zirkel, a well-known professor and author in special education law. The training is comprised of nine modules lasting at least 2 hours each. It is designed to be completed in four months.
- Two hour orientation on special education cases from the Acting Chief Judge.
- Annual and ongoing special education law training for all ALJs through case law updates provided by Perry Zirkel.
- Full day trainings on special education topics for all ALJs on subjects like dyslexia, autism, etc.
- Mediation training according to OAL -
 - Technical and clinical instruction twice monthly for 6 months. After six months, ALJs continue to receive reinforcement training on a regular basis, also twice monthly. ALJs are not assigned to conduct IDEA mediation until the ALJ has been in the training program for at least one year and has obtained a mastery level.
 - Training is provided by Dave Fischer of Chartwell Seventeen Advisory Group, a certified Sandler Training Center. Sandler provides a diverse array of training. Information provided to the Compliance Monitor on Mr. Fischer's training included: "He helps professionals sharpen their communication style, negotiate more effectively, mediate disputes, and improve collaboration with confidence."
 - Training is also provided by Susan Villamena. According to information provided by OAL, "Her expertise includes communication training and development, leadership coaching, and equipping professionals at all levels with the confidence to handle difficult discussions, ask insightful questions, negotiate more effectively, mediate disputes, and set clear expectations."

See the recommendation section of this report for additional information on mediation training.

- PEGA, OAL's online case management system entered the live testing phase with OAL staff. Although significantly delayed, the commencement of live testing is a positive step forward to collecting reliable and accurate real time data regarding New Jersey's due process hearing system. OAL reports that 10 of 10 scheduled staff trainings have been completed with OAL staff. The Compliance Monitor is scheduled to receive live training on the system during the last week of October. After that training, the Compliance Monitor will have full access to all data and documentation housed within the online case management system. See the recommendation section of this report for additional information on PEGA and its implementation.

UPDATE: The Compliance Monitor received three hours of live training on the new online case management system while it was still in the beta stage during data migration from the old system to PEGA. Once fully operational (mid November), PEGA will provide the Compliance Monitor with access to real time data and reporting features to track cases from beginning to end. The Compliance Monitor will be able to calculate the age of any case using the case number. The system represents a substantial improvement in New Jersey's ability to account for due process hearing timelines, issue aggregate reports on timeliness, and provide transparent data to the parties.

III. Mandatory Data Collection

Reporting Period from May 2025 to August 2025

The Compliance Monitor received the following due process data from NJDOE:

- Filing dates,
- Case numbers and names,
- Resolution period and extensions,
- Mediation dates,
- OSE disposition, and
- Transmittal dates.

The Compliance Monitor received the following due process data from OAL:

- Copies of all adjournment forms,
- Copies of all decisions issued in due process matters,
- Copies of all transmittal forms received from NJDOE,
- Reset case status and pending events,
- Pending cases,
- Newly opened cases, and
- Closed cases.

The data is provided in spreadsheet format. To date, there is no searchable database with real time data collection. Although the spreadsheets are helpful, all data verification and cross referencing is completed manually, and as a result, more prone to error. NJDOE and OAL have been available to answer the Compliance Monitor's questions, provide clarification as needed, and provide additional documentation as needed.

A. NJDOE Monthly Data

Each month, data from May 2025 to August 2025 is compiled and summarized below, including the number of new cases for the month, cases withdrawn or resolved prior to transmittal, the number of transmittals for new cases as well as all prior month's cases transmitted in that month, analyzed for timeliness. The purpose of closely analyzing transmittal data is to understand the root causes of late due process decisions issued beyond the 45 day timeline, or properly extended timeline. Delayed transmittals have previously contributed to the potential for late due process decisions. Considerable growth was made, with the vast majority of cases transmitted from NJDOE to OAL in a timely manner.

UPDATE: The Compliance Monitor met with NJDOE staff on October 21, 2025 to review noncompliant transmittals. NJDOE was able to provide documentation to support amending the reason for late transmittals in four matters to more accurately reflect the events as they occurred. The amendments, in red below, do not change the total number of noncompliant transmittals. The reason for the late transmittal was the only change. NJDOE informed the Compliance Monitor that the process used to track when

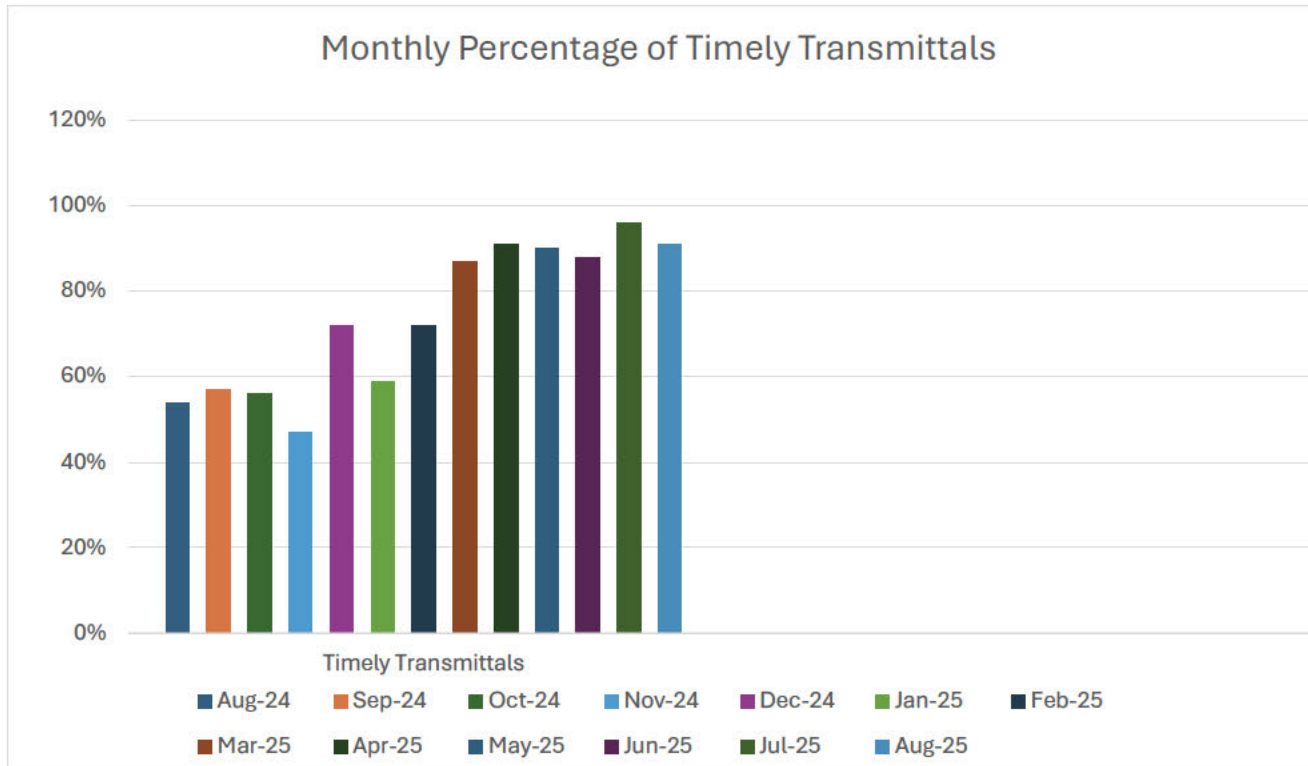
a party withdraws from mediation has been improved and assured that late transmittals due to late notification from OAL is no longer occurring.

MAY 2025 DATA						
Number of New Cases	Cases Resolved/Withdrawn Prior to Transmittal			Number of Transmittals for New Cases		
80	18 (7 settled in mediation, 3 in resolution.)			11		
NJDOE Transmittals						
Original Filing Month	Number of Cases Transmitted May 2025	Transmitted Timely with NO Extension	Transmitted after Resolution Extended for Mediation	Percent Timely	Resolution Improperly Extended*	Percent Late
December 2024	1	0	1 (4 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
February 2025	5	0	5	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
March 2025	6	1	5	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
April 2025	37	27	4	84%	6 3 – late OAL notice 0 – district filing 3 – late unknown	16%
May 2025	11	11	0	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
TOTAL	60	39	15	90%	6	10%
* NJDOE notes indicated the reason for some of the late transmittals was lack of notice of the end of resolution or mediation. Per OAL and NJDOE, this error has been corrected.						
COMPARISON	OAL Receipt of Transmittals in May 2025 60 NJDOE transmittals vs. 70 reported received by OAL. 7 of the cases were expedited/emergent, which are not included in the above table. The remaining difference could be attributed to duplication of cases at OAL due, in part, to partial transmittals for sufficiency challenges or cases filed under Section 504.					

JUNE 2025 DATA						
Number of New Cases	Cases Resolved/Withdrawn Prior to Transmittal			Number of Transmittals for New Cases		
103	18 (7 settled in mediation, 3 in resolution.)			18		
NJDOE Transmittals						
Original Filing Month	Cases Transmitted June 2025	Transmitted Timely with NO Extension	Transmitted after Resolution Extended for Mediation	Percent Timely	Resolution Improperly Extended	Percent Late
December 2024	1	0	1 (7 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
February 2025	1	0	1 (3 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
March 2025	2	0	0	0%	2 2 – late OAL notice 0 – district filing 0 – late unknown	100%
April 2025	5	0	2	40%	3 2 – late OAL notice 0 – district filing 1 – late unknown	60%
May 2025	33	28	3	94%	2 1 – late OAL notice 0 – district filing 1 – late unknown	6%
June 2025	18	18	0	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
TOTAL	57	43	7	88%	7	12%
* NJDOE notes indicated the reason for some of the late transmittals was lack of notice of the end of resolution or mediation. Per OAL and NJDOE, this error has been corrected.						
COMPARISON	OAL Receipt of Transmittals in June 2025 57 NJDOE transmittals vs. 67 reported received by OAL 8 of the cases were expedited/emergent, which are not included in the above table. The remaining difference could be attributed to duplication of cases at OAL due, in part, to partial transmittals for sufficiency challenges or cases filed under Section 504.					

JULY 2025 DATA						
Number of New Cases	Cases Resolved/Withdrawn Prior to Transmittal			Number of Transmittals for New Cases		
93	18 (7 settled in mediation, 1 in resolution.)			13		
NJDOE Transmittals						
Original Filing Month	Cases Transmitted July 2025	Transmitted Timely with NO Extension	Transmitted after Resolution Extended for Mediation	Percent Timely	Resolution Improperly Extended	Percent Late
March 2025	1	0	1 (5 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
April 2025	1	0	1 (3 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
May 2025	4	0	3	75%	1 1 – late OAL notice 0 – district filing 0 – late unknown	25%
June 2025	36	29	6	97%	1 1 – late OAL notice 0 – district filing 0 – late unknown	3%
July 2025	13	13	0	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
TOTAL	55	42	11	96%	2	4%
* NJDOE notes indicated the reason for some of the late transmittals was lack of notice of the end of resolution or mediation. Per OAL and NJDOE, this error has been corrected.						
COMPARISON	OAL Receipt of Transmittals in July 2025 55 NJDOE transmittals vs. 64 reported received by OAL. 5 of the cases were expedited/emergent, which are not included in the above table. The remaining difference could be attributed to duplication of cases at OAL due, in part, to partial transmittals for sufficiency challenges or cases filed under Section 504.					

AUGUST 2025 DATA						
Number of New Cases	Cases Resolved/Withdrawn Prior to Transmittal			Number of Transmittals for New Cases		
88	3			14		
DOE Transmittals						
Original Filing Month	Cases Transmitted August 2025	Transmitted Timely with NO Extension	Transmitted after Resolution Extended for Mediation	Percent Timely	Resolution Improperly Extended	Percent Late
March 2025	2	0	1 (5 mediation sessions)	50%	1 1 – late OAL notice 0 – district filing 0 – late unknown	50%
April 2025	1	0	1 (2 mediation sessions)	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
May 2025	4	0	2 (3 & 2 mediation sessions)	50%	2 1 – late OAL notice 0 – district filing 1 – late unknown	50%
June 2025	16	0	12 (1 to 3 mediation sessions)	75%	4 0 – late OAL notice 0 – district filing 4 – late unknown	25%
July 2025	40	38	2	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
August 2025	14	14	0	100%	0 0 – late OAL notice 0 – district filing 0 – late unknown	0%
TOTAL	77	52	18	91%	7	9%
COMPARISON	OAL Receipt of Transmittals in August 2025 77 NJDOE transmittals vs. 73 reported received by OAL. 7 of the cases were expedited/emergent, which are not included in the above table. The remaining difference could be attributed to duplication of cases at OAL due, in part, to partial transmittals for sufficiency challenges or cases filed under Section 504.					



From the August 2024 to August 2025, NJDOE has demonstrated improvement in timely transmittals to OAL with nearly all monthly compliance rates over 90% since March 2025. Late transmittals for scheduling settlement conferences are no longer a contributing factor to late due process decisions. Similarly, district filed due process hearing requests are immediately transmitted, as the resolution period does not exist in these matters. There was no documented noncompliance with immediate transmittals on district filed cases. The only documented delays in transmittals continue to be random without any clear indication of a root cause. Although the NJDOE data is greatly improved and represents substantial compliance with N.J.A.C. 6A:14-2.7(h), it is recommended that the agency continue to devote resources and put safeguards in place to ensure timely transmittals moving forward.

B. OAL Data Summary

OAL continues to collect and report all data requested without the benefit of an automated data collection system. The target dates for live implementation of PEGA, the online case management system have been further delayed. The most recent

estimate provided by OAL anticipates a live date in October. When that system is online, the Compliance Monitor will be able to readily ascertain the age of a case from filing to conclusion.

ADJOURNMENT DATA

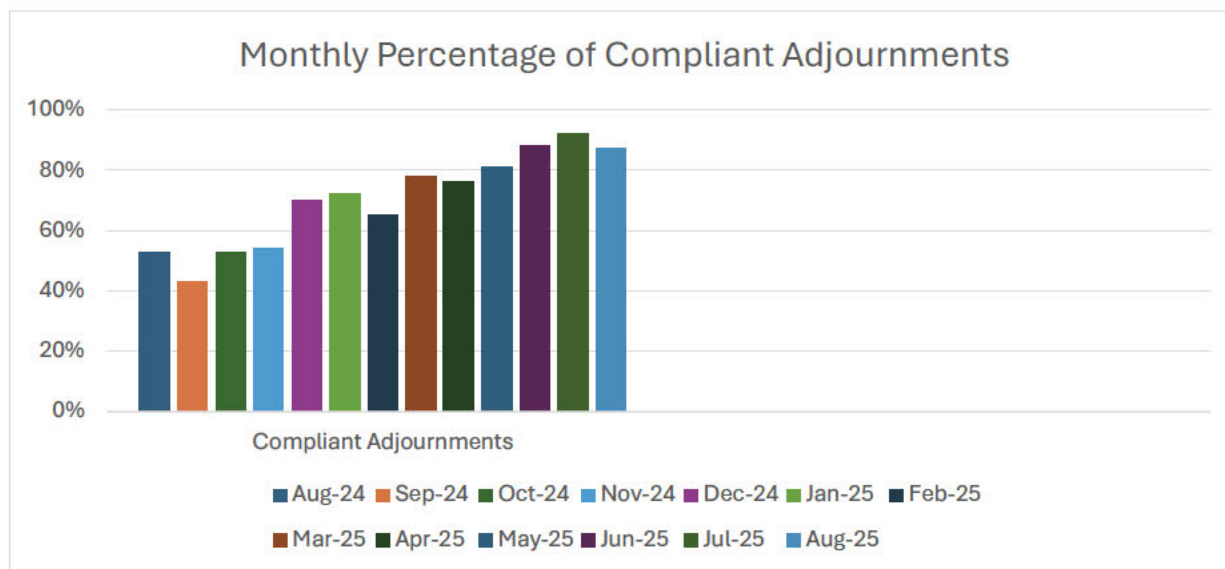
Without some type of automated system, data is manually pulled from respective case files, and compiled on spreadsheets, making it impossible to track the “age” of a case on any given date. As required by the Consent Decree, the completed adjournment forms are a major source of information for determining compliance with appropriately extended due process timelines. For this report, all adjournment forms were reviewed to provide critical information regarding the timeliness of every due process matter. Also, the veracity of the data contained in each adjournment form is dependent on accurate and thorough documentation by the ALJ. Therefore, forms without the critical required information to determine the length of an extension and a new decision deadline were considered noncompliant. The following table represents a detailed analysis of adjournments from May to August 2025.

OAL ADJOURNMENT DATA					
Month	Number of Adjournments	Range of Days Hearing Deadline Was Extended	Number of Noncompliant Adjournments[^]	Number of Compliant Adjournments[*]	Percentage of Forms Documenting Compliant Adjournments
May 2025	70	1 – 490	13 0 – ALJ initiated 0 – No ext. length 0 – No new due date 13 – Incorrect date calculation	57	81%
June 2025	50	7 – 246	6 0 – ALJ initiated 1 – No ext. length 1 – No new due date 4 – Incorrect date calculation	44	88%
July 2025	36	7 – 180	3 0 – ALJ initiated 1 – No ext. length 1 – No new due date 3 – Incorrect date calculation	33	92%

August 2025	30	18 – 181	4 0 – ALJ initiated 0 – No ext. length 0 – No new due date 4 – Incorrect date calculation	26	87%
Total	186	N/A	26	160	86%
SUMMARY	Each adjournment form was reviewed to verify appropriate extensions to the decision deadline. Incorrect date calculations account for most errors.				

^ Adjournment forms may be noncompliant for more than one reason.

* Substantial compliance with Adjournment Form determined by confirming the extension resulted from the request of a party, was granted by the ALJ, documented the length of the extension, and provided a new decision due date.



Although compliant use of the adjournment form continues to increase signaling appropriate extensions of the 45 day due process hearing timeline, the 86% compliance rate for this reporting period falls short of the 95% compliance goal in the Consent Decree.

RESET CASES

Pursuant to paragraph 11 of the Consent Decree, all 198 pending cases that existed on the date the Decree was approved by the Court were “reset” and the timeline for each case began anew on the calendar day immediately following approval of the Decree. The following Reset cases remain open during this reporting period:

- May 2025 – 19 cases remain open
- June 2025 – 19 cases remain open
- July 2025 – 14 cases remain open

- August 2025 – 12 cases remain open

FINAL DECISION DATA

As required by the Consent Decree, the Compliance Monitor reports on specific data points. The following tables represents the mandatory compliance data as specified in the Consent Decree.

Final Decisions – Post Full Hearing (Emergent and expedited hearings excluded.)			
Month	Number of Cases	Case Summary	Compliance
May 2025	3	EDS 13866-19. Petition: 8/30/2019, becoming a Reset case on 4/11/2024. The District completed its case in chief on December 15, 2020. The parents' hearing dates were originally schedule for April 20, 23, and 30, 2021. At the request of the parents, hearing dates were rescheduled for July 6, 9, and 13, 2021. The parents requested an adjournment until September 20, October 1 and 4, 2021. Those dates were adjourned at the parties' joint request for settlement discussions. The hearing was rescheduled for December 2, 2021 and later adjourned by joint request of the parties due to ongoing settlement discussions and the unavailability of the parents' expert. 2022 hearing dates were adjourned at the request of the parties. Hearing dates were scheduled and adjourned in 2023 for various reasons of the parties. The mother and student withdrew all claims in 2024, but the father did not withdraw. 2024 hearing dates were adjourned based on request of the parties for various reasons. The matter was heard on May 15, 2025. Decision: 05/28/2025. Filing date and case early case history through July 2024 predates use of adjournment form. Unable to verify compliance. The excessive amount of time transpiring between filing and hearing does not comport with the intent of the IDEA.	Noncompliant
		EDS 11047-23. Petition: 8/28/2023, becoming a reset case on 4/11/2024. Motion practice and adjournments based on parties' requests continued through 2023 and 2024. Decision: 5/2/2025. Filing date and case early case history through July 2024 predates use of adjournment form. Unable to verify compliance. The excessive amount of time transpiring between filing and hearing does not comport with the intent of the IDEA.	Noncompliant
		EDS 03574-24. Petition: 01/23/2024, becoming a reset case on 4/44/2024. Transmittal: 3/18/2024. Due to scheduling conflicts with the parties, hearings were conducted on September 3, 2024, October 7, 2024, and January 13, 2025. The record closed after briefing on April 3, 2025. Decision: 5/27/2025. Filing predates use of Adjournment Form. Unable to verify compliance.	Noncompliant
June 2025	5	EDS 09271-23. Petition: 7/24/2023, becoming a reset case on 4/11/2025. Transmittal: 9/18/2023. Motion practice through 2024. The hearing was conducted on September 9, 16, and 19, 2024. Decision: 6/30/2025. Filing date and case early case history through July 2024 predates use of adjournment form. Unable to verify compliance. The excessive amount of time transpiring between filing and hearing does not comport with the intent of the IDEA.	Noncompliant
		EDS 05388-22. Petition: 6/1/2022, becoming a reset case on 4/11/2025. Transmittal: 6/20/2022. Motion practice through 2023. Hearing dates: December 4, 17, and 19, 2024, January 28 and February 27, 2025. Decision: 6/23/2025. Filing date and case early case history through July 2024 predates use of adjournment form. Unable to verify compliance. The	Noncompliant

		excessive amount of time transpiring between filing and hearing does not comport with the intent of the IDEA.	
		EDS 15116-24. Petition: 9/18/2024. Hearings on March 24, 25, and 26, 2025. Decision: 6/9/2025. No adjournment forms on file. Unable to verify compliance.	Noncompliant
		EDS 15690-24. Petition: 10/30/2024, converted from a mediation request. Transmittal: 11/7/2024. Ex parte hearing on May 13, 2025 based on petitioner's nonappearance. Decision: 6/23/2025. Adjournment: 4/27/2025. Unable to verify compliance before that date.	Noncompliant
		EDS 03187-25. Petition: 2/11/2025. Transmittal: 3/18/2025. Hearing: 4/30/2025. Adjourned by ALJ for failure of petitioner to provide witness list. Hearing: 5/12/2025. No adjournment forms on file. Unable to verify compliance.	Noncompliant
July 2025	4	EDS 00419-25. Petition: Converted request for mediation 11/11/2024. Transmittal: 1/8/2025. Adjourned at petitioner's request. Hearing: March 11 and April 3, 2025. Decision: 7/10/2025. Properly adjourned 2/21/2025, 4/14/2025, and 5/27/2025.	COMPLIANT
		EDS 08102-25. Petition: 4/30/25. Transmittal: 5/1/2025. Hearing: 6/3/2025. Adjournment: 6/18/2025 for 21 days but scheduled out 34 days, deemed noncompliant. Decision: 7/18/2025.	Noncompliant
		EDS 04792-25. Petition: 9/27/2024. Transmitted: 3/12/2025. Hearing: 6/11/2024. Decision: 7/29/2025. No adjournment forms on file. Unable to verify compliance.	Noncompliant
		EDS 02011-25. Petition: 12/9/2024. Transmittal: 1/27/2025. Hearing: 4/10 and 15/2025 and 5/2/2025. Petitioner objected to request for extension to file summations. Appropriate adjournment until 6/25/2025. Appropriate adjournment until 9/2/2025. Decision: 7/28/2025.	COMPLIANT
August 2025	1	EDS 00385-25. Petition: 2/14/2024. Hearing: May 19 and 29, 2025. Extension on record without adjournment form. Appropriate adjournment until 6/18/2025. No other adjournment form. Decision: 8/21/2025. Unable to verify compliance.	Noncompliant

* Use of adjournment form commenced in July, with sporadic use noted until August 2024. It is impossible to calculate timeliness prior to the use of Adjournment Forms. Compliance determinations based on data after use of the Adjournment Form commenced.

Final Decisions – No Full Hearing (Emergent and expedited hearings excluded.)			
Month	Number of Cases	Number of Noncompliant Cases	Compliance Percentage
May 2025	42	*	*
June 2025	55	*	*

July 2025	30	*	*
August 2025	27	*	*
<p>* Scant data exists on cases without hearing. The Compliance Monitor is unable to ascertain compliance at the case level after being unable to locate many of the records needed to demonstrate compliance or lack thereof. A subsequent data request has been made and the report will be supplemented.</p>			

SPECIFIC COMPLIANCE DATA		
Month	Number	Pending Cases (Aggregate) % Compliant Within 45 day Timeline*
May 2025	195	At the current time, there is no practical way for the Compliance Monitor to track the timeliness of all pending cases. Until the database becomes available, much of this data does not exist in a mineable, extractable form.
June 2025	183	
July 2025	173	
August 2025	179	

IV. Hypothesis of Noncompliance Causes and Barriers

Several different hypotheses and barriers are offered by the Compliance Monitor when examining the due process hearing data in New Jersey for timeliness with the 45-Day Rule.

1. No online data collection or record keeping system exists to track due process hearing requests from filing through to conclusion. This continues to be a barrier today. Collecting data manually on spreadsheets is an important component in

the current system, but it falls far short be the power within a data-based system to provide timeline alerts, verify data entries, elevate cases to an administrator when noncompliant events occur, and most importantly, extract real-time data from within the system.

2. Limited data on the outcome of mediation and settlement conferences. Increase the accuracy and detail of recording mediation and settlement outcomes to determine the effectiveness of the current model.
3. Limited trust in the ALJs conducting mediation using a mediation model as opposed to conducting mediations like settlement conferences.
4. Non-uniform use and incomplete adjournment documentation have diminished its potential value, resulting in lower compliance rates. Continued training on the mandatory use of the form is critical to improving thoroughness and accuracy. Addressing noncompliant practices is critical to systemic improvement.
5. There is a culture of distrust in the due process hearing system between ALJs and some participants. This likely stems from many sources, including years of noncompliance with the 45 day due process timelines and perceptions regarding the fairness of New Jersey's due process system, particularly with respect to unrepresented parties.

V. Summary of NJDOE Actions to Address Noncompliance to Date

NJDOE and OAL have fully implemented all Compliance Monitor recommendations to date to increase the veracity and reliability of data collection to give a true picture of timeliness of due process hearings. The following additional actions have been undertaken to improve the New Jersey due process hearing system:

1. **NJDOE and OAL weekly collaboration meetings.** Both agencies regularly participate in weekly meetings to increase communication and problem solve potential issues. The meetings have been described as "true collaboration" by NJDOE participants. The meetings are ongoing, productive, and are emblematic of true change within New Jersey's due process hearing system.

2. **Inclusion of ALJs on the NJDOE mediation roster.** In order to facilitate the use of ALJs as IDEA mediators, NJDOE has included the selected and trained ALJs on its IDEA mediation roster. NJDOE reported timeliness of scheduling, with no negative feedback from participants.
3. **NJDOE tracks and monitors the resolution period with increased accuracy.** NJDOE added data fields to its regular data collection to provide insight on transmittals at the conclusion of the resolution period.
4. **Modification of forms.** NJDOE refined its forms used to provide notice to OAL of all cases at the time of filing and distinguish that process from actual transmittal.
5. **Dedication of staff and resources.** NJDOE dedicates staff and resources within its own office and within OAL to address the necessary improvements.

VI. Summary of NJDOE Future Actions to Rectify Noncompliance

NJDOE continues to take the initiative to improve its due process hearing system. NJDOE has committed to dedicating time, collaborative efforts, resources, and staff to making the necessary changes to bring the due process hearing system into compliance with the 45-Day Rule.

VII. Recommendations for Improvement/Compliance

The Compliance Monitor recommends the following actions for NJDOE and OAL:

- Reinforce the necessity of ALJs consistently and thoroughly completing an adjournment form with each extension of the 45 day timeline. Specifically address ALJs who are unable/unwilling to comply with the use of the adjournment form.
- In order to improve transparency and trust in the due process system, it is recommended that NJDOE/OAL use audio recording to create a verbatim record of all prehearing and status conferences, excluding any type of settlement conference. The audio recording should be saved in the record and made available to parties on request.

UPDATE: NJDOE and OAL have committed to implementing this recommendation consistent with the following: Audio recording of prehearing

conferences (excluding any type of settlement conference) shall be automatic for pro per parties. When parties are represented, OAL will create an audio recording of prehearing conferences upon request of counsel. A copy of the recording shall be available to the parties upon request.

- In order to improve trust in the mediation system, supplement the training of ALJs with specific mediation training, and ideally special education mediation training. Although the 40 hour training requirement from an approved course exists for court annexed mediators and is not required by the IDEA, additional targeted training specific to mediation would be a helpful compliment to the training already taking place.

UPDATE: NJDOE and OAL agreed to implement this recommendation.

- Collect detailed data on the success of mediation conducted by ALJs.

UPDATE:

- Once PEGA is live and operational, it is recommended that NJDOE and OAL host a demonstration for practitioners in special education in coordination with the appropriate section of the bar association. Post demonstration, OAL should receive and consider the written feedback of the participants.

UPDATE: NJDOE and OAL agreed to implement this recommendation.

- It is recommended that NJDOE and OAL develop specific instructions on the use of PEGA for anyone who may need assistance accessing the system, including unrepresented parties.

UPDATE: NJDOE and OAL agreed to implement this recommendation.

- Based on the late implementation of PEGA and the inaccuracy associated with hand calculation of data across multiple sources with no reporting capabilities, it is recommended that the Compliance Monitor continue to report on the same cycle using the same metrics for two more reporting periods. This will give the parties, especially class counsel, the best opportunity to review comprehensive data during the life of this case.

UPDATE: NJDOE and OAL concur with this recommendation.

VIII. Class Counsel Concerns

Although Class Counsel expressed concurrence with many of the Court Monitor's recommendations in this draft Compliance Report #4, Class Counsel expressed ongoing concerns in several areas. Keeping in mind that paragraph 19, section VII of the Consent Decree states that the Monitor shall operate independently of the parties, the concerns will be addressed below to the extent appropriate.

1. Insufficient number of ALJs. In meetings with the Compliance Monitor, the OAL Chief Judge concurs that more ALJs would benefit the special education due process hearing system. In New Jersey an ALJ is appointed by the Governor and confirmed by the New Jersey Senate, initially for a one-year term. After the one-year term, the Governor may reappoint the individual to a four-year term. Subsequently, reappointment is to terms of five-years and requires both the Governor's nomination and Senate confirmation. The hiring and retention process is beyond the immediate control of NJDOE or the Chief Judge. The Compliance Monitor fully endorses and encourages all efforts to hire, retain, and train more ALJs.
2. Feedback received through the monitor email address. Paragraph 18 of the consent decree confirms that the Monitor may conduct individual, confidential interviews in her role as Compliance Monitor. Therefore, the Monitor does not report out on conversations with concerned individuals. To the extent that concerns have been expressed, those concerns served as the impetus in identifying barriers in paragraph 5 in the Hypothesis to Noncompliance Causes and Barriers section of the draft Report. Specifically, paragraph 5 states that there is a culture of distrust in the due process hearing system between ALJs and some participants. This likely stems from many sources, including years of noncompliance with the 45 day due process timelines and perceptions regarding the fairness of New Jersey's due process system, particularly with respect to unrepresented parties. As a result of this identified barrier, the Court Monitor recommended audio recording of prehearing conferences as address in the Recommendation section of the report.

3. Future adjournments requests through the case management system. The Compliance Monitor confirms her understanding that litigants shall have the capacity to make adjournment requests through the case management system.
4. NJDOE's actions. NJDOE has cooperated with each recommendation of the Compliance Monitor. Consistent with paragraph 32(f) in section IX, NJODE is trending toward achieving 95% compliance by meeting with and accepting the recommendations of the Compliance Monitor.
5. Random transmittal delays. Please see the update on page 5.
6. Reset cases. All resent cases are deemed noncompliant with the 45 day timeline.
7. Column heading. The column title has been changed to: Percentage of Forms Documenting Compliant Adjournments.
8. Adjournments at the request of a party. The Compliance Monitor reviews each adjournment form, confirming whether the form indicates it has been requested by a party, the name of the party, and in most cases, the electronic signature of the party.
9. Mediator training. The Compliance Monitor addressed recommendations for additional mediator training in the Recommendations section of this report.

Respectfully submitted this 9th day of November 2025.



Lenore Knudtson
Compliance Monitor

Exhibit 2

John D. Rue[†]
(founder)

—

Krista L. Rue

—

Francis X. Geier

RUE LAW GROUP*

A PRIVATE PUBLIC INTEREST LAW FIRM

5 LAKE DRIVE

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April 24, 2026

Judge Brian R. Martinotti, U.S.D.J.

Judge Andre M. Espinosa, U.S.M.J.

Via ECF

RE: Case Numbers 3:26-03788 and 2:26-03788

Dear Judge Martinotti and Judge Espinosa:

I write to accompany the filing of Plaintiff's Corrected Complaint and to provide a brief account of the circumstances necessitating that filing.

On Friday, April 10, 2026, I filed a complaint and Case Information Statement commencing this action. That filing date is significant for statute of limitations purposes. The Case Information Statement identified the matter as related to C.P. v. N.J. Dep't of Education, No. 1:19-12807 (D.N.J.), pending before Judge Kiel. During the ECF filing process, I inadvertently attached the complaint and Case Information Statement associated with J.W. o/b/o E.W. v. Livingston Board of Education, which had been separately commenced earlier that week.

Soon after filing, I realized that I had uploaded the incorrect complaint and civil cover sheet in error. On Sunday, April 12, 2026, I notified the Clerk's Office by email of the error.

On April 13, 2026, I contacted the Clerk's Office by telephone and was advised to file a corrected pleading as an amended complaint. Between April 13 and April 20, I attempted on multiple occasions to access the docket to make that filing, but was unable to do so, as the case appeared restricted within ECF.

On April 21, 2026, I received a response to the April 12 email referenced above, directing that further communications be sent to ecfhelp@njd.uscourts.gov. I did so the same day, providing a full account of the filing issue and efforts to correct it. On April 22, 2026, I received confirmation that the matter had been directed to the appropriate staff. Later that day, I was informed that the case had been reassigned from Camden to Newark, and was provided with the updated case number, i.e., 2:26-03788.

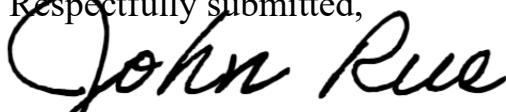
Bene facere bonum - Doing well by doing good

[†] Licensed in New York as well as New Jersey

¹ John Rue & Associates, LLC has registered "Rue Law Group" as a DBA, to ensure compliance with NJ RPC 7.5 (incorporating RPC 7.1). The underlying legal entity remains John Rue & Associates, LLC.

I now submit the Corrected Complaint to replace the erroneously filed complaint and to reflect the intended filing as of April 10, 2026. I regret the filing error and have acted promptly and continuously to bring it to the Court's attention and to correct the record.

Respectfully submitted,

A handwritten signature in black ink that reads "John Rue". The signature is written in a cursive, flowing style.

John Rue

Attachments: Corrected Complaint, and Case Information Statement (as Exhibit A)

Exhibit A:

Corrected Complaint and Case Information Statement

RUE LAW GROUP¹
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

D.F. and J.F., individually and
o/b/o T.F., a minor, individually
and on behalf of a class of similarly
situated persons

Plaintiffs,
v.

Elizabeth Board of Education, New
Jersey Department of Education,
New Jersey Office of
Administrative Law, and the New
Jersey Commissioner of Education

Defendants

Civil Action No. 3:26-cv-03788
CORRECTED COMPLAINT

This Corrected Complaint is filed to replace an erroneously filed complaint and reflects the intended filing date of April 10, 2026.

Plaintiffs D.F. and J.F., individually and on behalf of T.F. (hereinafter collectively “Plaintiffs”), by and through counsel, Rue Law Group, LLC (aka John Rue & Associates, LLC), allege as follows:

¹ Rue Law Group is a DBA owned by John Rue & Associates, LLC.

NATURE OF THE ACTION

1. This action arises from the prolonged and unlawful delay in the adjudication of a special education due process matter filed on behalf of T.F., a young child with a disability, and from related deprivations of rights guaranteed by the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. § 1400 et seq., and the Constitution and laws of the United States. Plaintiffs bring this action individually and on behalf of a class of similarly situated persons pursuant to Federal Rule of Civil Procedure 23.
2. Plaintiffs allege that Defendants failed to comply with, and failed to ensure compliance with, the “45-day rule” embodied in the IDEA and New Jersey special education regulations, including 34 C.F.R. § 300.515 and N.J.A.C. 6A:14-2.7(j), after Plaintiffs’ due process matter was transmitted to the Office of Administrative Law (“OAL”).
3. Plaintiffs further allege that the Elizabeth Board of Education contributed to and benefited from the delay by seeking and obtaining adjournments and extensions that materially prolonged the adjudication of Plaintiffs’ due process claims.
4. As a result of Defendants’ conduct, the adjudication of Plaintiffs’ due process matter was substantially delayed beyond the timeline required

- by law, which impeded parental participation, delayed needed educational relief, and deprived T.F. of educational benefits during the pendency of the proceedings.
5. Plaintiffs seek declaratory and injunctive relief, as well as compensatory damages and other individual relief arising from the unlawful delay and related violations.
 6. Plaintiffs bring this action as a class action on behalf of all persons similarly situated who were subjected to unlawful delay in the adjudication of IDEA due process hearings in New Jersey.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action arises under the IDEA, 42 U.S.C. § 1983, and the Constitution and laws of the United States.
8. This Court may grant declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202.
9. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over any related state-law claims arising from the same nucleus of operative fact.
10. This Court has personal jurisdiction over Defendants.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District, Plaintiffs reside in this District, and Defendants conduct business and perform official duties in this District.

LEGAL FRAMEWORK

12. The IDEA guarantees that every child with a disability receives a free appropriate public education (“FAPE”) from a public school that receives federal funding. 20 U.S.C. § 1412(a)(1)(A).
13. The IDEA further guarantees children with disabilities and their parents specific procedural safeguards. 20 U.S.C. § 1415.
14. Parents possess enforceable rights under the IDEA and may assert those rights on their own behalf. *Winkelman v. Parma City School Dist.*, 550 U.S. 516 (2007).
15. Among those safeguards is the right to file a due process complaint concerning any matter relating to the identification, evaluation, educational placement, or the provision of FAPE.
16. Once a due process complaint is filed and the resolution period concludes, a final decision must be rendered not later than 45 days

- thereafter, unless specific extensions are granted at the request of a party. 34 C.F.R. § 300.515; N.J.A.C. 6A:14-2.7(j).
17. Prolonged violations of the 45-day rule can constitute substantive, and not merely procedural, harm where they impede parental participation, delay needed relief, or deprive a child of educational benefits. C.P. v. N.J. Dep't of Educ., Civil Action No. 19-12807, 2020 WL 2611572 (D.N.J. May 22, 2020).
18. Rights secured by the IDEA and the Fourteenth Amendment are enforceable under 42 U.S.C. § 1983 where, as here, Defendants, acting under color of state law, deprived Plaintiffs of those rights through policies, practices, or failures to act that resulted in unlawful delay.

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) on behalf of themselves and a class of similarly situated individuals.
20. The proposed class is defined as follows:

All persons, from May 15, 2016 to the present, who filed a request for a due process hearing under the Individuals with Disabilities Education Act in the State of New Jersey, and who did not receive a final hearing decision within the timeline required by 34 C.F.R. § 300.515 and N.J.A.C. 6A:14-2.7(j),

excluding any delay attributable to a request by the parent or guardian.

21. The proposed class includes the following subclasses:

Subclass A (Fee Waiver Subclass): All members of the Class who, as a result of delay in the adjudication of their due process matter, waived or failed to recover attorneys' fees to which they were otherwise entitled under the IDEA, including as a result of delay, settlement pressure, or procedural conditions created by the delayed adjudication.

Subclass B (Delay Injury Subclass): All members of the Class who suffered injury as a result of delayed adjudication of their due process matter, including but not limited to delayed educational services, loss of educational benefit, increased costs, or other compensable harm.

22. The injuries alleged herein were caused by Defendants' failure to ensure timely adjudication of due process matters.
23. The filing of this class action is intended to afford all members of the proposed Class the protections of applicable tolling doctrines, including those recognized in *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1974), and its progeny.

RULE 23(a)

24. The members of the Class are so numerous that joinder is impracticable.
25. Common questions include:
- Whether Defendants failed to comply with IDEA timelines;
 - Whether systemic delays occurred;
 - Whether any delays were illegal;

- Whether Defendants' misconduct caused the harm alleged herein; and
 - Plaintiffs' entitlement to damages.
26. Plaintiffs' claims are typical.
27. Plaintiffs are adequate representatives.
28. The existence of the class certified in *C.P.* further demonstrates the systemic nature of the issues alleged herein.

RULE 23(b)(3)

29. Common issues predominate.
30. Damages variations do not defeat predominance.
31. Class action is superior.
32. The class defined herein overlaps in part with individuals who were members of the Rule 23(b)(3) class in *C.P. v. N.J. Dep't of Educ.*, but asserts distinct claims for damages arising from unlawful delay in the adjudication of due process matters.

PARTIES

33. Plaintiffs D.F. and J.F. are the parents of T.F., a minor child, and bring this action individually and on behalf of T.F. Plaintiffs bring these claims on behalf of themselves and all others similarly situated.
34. T.F., also identified in educational records as Theodore Alexander Fienberg, was born on November 17, 2014, resides in Elizabeth, New

- Jersey, and is a child with a disability within the meaning of the IDEA.
35. During the relevant time period, T.F. was identified as a Preschool Child with a Disability and was eligible for special education and related services.
 36. Defendant Elizabeth Board of Education is a local educational agency within the meaning of the IDEA and was responsible for providing T.F. with a free appropriate public education and for participating in the due process proceedings at issue in this action. The Elizabeth Board of Education contributed to and benefited from the delay in the adjudication of Plaintiffs' due process matter by requesting and obtaining adjournments and extensions that materially prolonged the proceedings.
 37. Defendant New Jersey Department of Education ("NJDOE") is the State educational agency responsible for ensuring compliance with the IDEA in New Jersey, including oversight of the special education due process system and enforcement of applicable timelines.
 38. Defendant New Jersey Office of Administrative Law ("OAL") is the agency responsible for conducting administrative hearings in IDEA

due process matters and for scheduling, managing, and adjudicating those proceedings.

39. Defendant Commissioner of Education, in his or her official capacity, is responsible for ensuring compliance with federal and state special education law and is a proper defendant for prospective relief under 42 U.S.C. § 1983.
40. Each Defendant acted under color of state law and was responsible, individually and collectively, for ensuring that IDEA due process proceedings were conducted in compliance with governing timelines.

STATEMENT OF FACTS

41. T.F. is a young child with disabilities and significant developmental, behavioral, and sensory needs.
42. T.F.'s IEP records reflect concerns regarding behavior, sensory processing, anxiety, dysregulation, aggression, and the need for supports and related services.
43. On or before June 19, 2018, Plaintiffs initiated administrative proceedings through New Jersey's special education due process system.
44. The matter was captioned D.F. and J.F. o/b/o T.F. v. Elizabeth Board of Education and assigned Agency Reference No. 2018-28289.

45. The matter was converted from mediation to due process and transmitted to the Office of Administrative Law (“OAL”).
46. On July 19, 2018, the matter was transmitted to the OAL, and a hearing was scheduled for July 26, 2018 at 9:00 a.m. in Newark before ALJ Barry E. Moscovitz.
47. The issues in dispute included requests for a functional behavioral assessment (“FBA”), related services including occupational therapy, physical therapy, and speech therapy, and extended school year (“ESY”) services.
48. At the time of transmittal, no federal hearing days had been used.
49. On July 25, 2018, counsel for the Elizabeth Board of Education requested an adjournment of the July 26, 2018 hearing date and sought to reschedule the hearing to October 18, 2018.
50. The stated reasons for the adjournment request included counsel’s vacation, scheduling conflicts, the first day of school, and a religious holiday.
51. As a result of the adjournment and subsequent delay, the matter was not resolved within the timeline required by federal and state law.
52. Following the conclusion of the resolution period, the 45-day timeline required a final decision no later than August 2018.

53. No final decision was issued within that timeframe.
54. Instead, the due process matter remained pending for many months after transmittal to the OAL.
55. The matter was not finally disposed of until June 18, 2019, with the record closing on June 17, 2019.
56. By July 26, 2018, Plaintiffs had filed an amended due process petition alleging violations of the IDEA and New Jersey special education law and challenging the appropriateness of T.F.'s IEP and educational placement.
57. Plaintiffs sought, among other relief, changes to T.F.'s IEP, placement relief, reimbursement of evaluation costs, compensatory education, ESY services, attorneys' fees, and related relief.
58. The relief ultimately obtained through settlement substantially overlapped with the substantive relief sought by Plaintiffs in the due process petition.
59. The Elizabeth Board of Education refused to resolve the matter unless Plaintiffs agreed to waive their claim for reimbursement of attorneys' fees to which they were otherwise entitled by law.

60. As the proceedings continued to be delayed, Plaintiffs faced the prospect of further postponement of a final hearing and continued delay in obtaining relief for T.F.
61. During the course of the proceedings, the Administrative Law Judge advised Plaintiffs, in substance, that settlement would be necessary to obtain timely relief and that waiver of attorneys' fees would be required in order to resolve the matter.
62. Under these circumstances, and in light of the ongoing delay, Plaintiffs agreed to waive reimbursement of attorneys' fees, which they had incurred in an amount exceeding \$14,000.
63. The matter was resolved only after extended delay through settlement negotiations and entry of an OAL decision approving settlement.
64. The settlement provided substantial educational relief, including summer 2019 Catapult programming, transportation, social skills services, a 1:1 aide, occupational therapy, physical therapy consultation, ESY evaluation, and amendments acknowledging characteristics of the autistic spectrum.
65. The settlement was placed on the record on or about May 7, 2019, further reflecting the extended pendency of the matter.

66. The delay in adjudicating Plaintiffs' due process matter prevented T.F. from receiving timely services and supports and delayed implementation of necessary educational interventions.
67. During the pendency of the proceedings, T.F. remained without appropriate programming and supports that were ultimately recognized as necessary.
68. The prolonged delay forced Plaintiffs to endure extended uncertainty and to continue litigating in order to obtain relief to which T.F. was entitled.
69. The delay increased Plaintiffs' costs, burden, and pressure to resolve the matter through settlement rather than obtain a timely adjudication on the merits.
70. Plaintiffs seek compensatory damages, including damages measured on a per diem basis for the period of unlawful delay, as well as all other relief permitted by law.
71. Defendants were responsible for ensuring that New Jersey's special education due process system complied with the IDEA and its implementing regulations, but failed to do so in Plaintiffs' case.
72. Upon information and belief, the delays described herein, including delays of the type and duration experienced by Plaintiffs, are not

unique to Plaintiffs' case but reflect systemic conditions affecting numerous IDEA due process matters throughout New Jersey.

CLAIMS FOR RELIEF

Count I – Violation of IDEA

73. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
74. The IDEA required Defendants to ensure that Plaintiffs' due process matter was adjudicated within the timeline set forth by federal and state law, absent specific extensions properly attributable to a party request.
75. Defendants New Jersey Department of Education and the Commissioner failed to ensure that Plaintiffs' due process matter was adjudicated within the required timeline.
76. The Office of Administrative Law was responsible for scheduling and managing the proceedings and for ensuring that the matter was heard and decided within the timelines required by federal and state law, but failed to do so.
77. Elizabeth Board of Education contributed to and benefited from the delay by requesting and obtaining adjournments and extensions that materially prolonged the proceedings.

78. The resulting delay violated the procedural safeguards guaranteed by the IDEA.
79. The delay was sufficiently prolonged to constitute substantive harm, including impairment of parental participation, delay of needed educational relief, and deprivation of educational benefits.
80. As a direct and proximate result of Defendants' conduct, Plaintiffs and T.F. and similarly situated class members suffered injury.

Count II – Violation of 42 U.S.C. § 1983

81. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
82. At all relevant times, Defendants acted under color of state law.
83. Plaintiffs and T.F. possessed rights secured by federal law, including rights under the IDEA and the Fourteenth Amendment.
84. Defendants New Jersey Department of Education, the Commissioner, and the Office of Administrative Law, through policies, practices, or failures to act, permitted and failed to remedy unlawful delay in the adjudication of IDEA due process matters, including Plaintiffs' case.
85. Defendant Elizabeth Board of Education, acting under color of state law, contributed to the deprivation of Plaintiffs' rights by requesting

- and obtaining adjournments and extensions that materially prolonged the proceedings.
86. As a result of Defendants' conduct, Plaintiffs were deprived of their rights to timely procedural safeguards and a prompt and meaningful opportunity to be heard.
87. As a direct and proximate result of Defendants' conduct, Plaintiffs and T.F. and similarly situated class members suffered injury.
88. Plaintiffs seek prospective relief against the Commissioner in his or her official capacity, as well as compensatory damages and all other relief permitted by law.

Count III – Procedural Due Process

89. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.
90. Plaintiffs and T.F. possessed protected interests in the timely procedural safeguards guaranteed by the IDEA and in the provision of a free appropriate public education.
91. The Due Process Clause of the Fourteenth Amendment guarantees Plaintiffs a meaningful opportunity to be heard at a meaningful time and in a meaningful manner.

92. Defendants, including the Office of Administrative Law, failed to provide timely process by failing to ensure a prompt hearing and decision within the governing legal timeline.
93. Defendant Elizabeth Board of Education contributed to the delay by requesting and obtaining adjournments and extensions that materially prolonged the proceedings.
94. Defendants New Jersey Department of Education and the Commissioner failed to ensure that the due process system operated in compliance with governing timelines.
95. As a result, Plaintiffs were deprived of a meaningful and timely opportunity to be heard and to obtain relief.
96. As a direct and proximate result of Defendants' conduct, Plaintiffs and T.F. and similarly situated class members suffered injury.
97. The process afforded was constitutionally inadequate in light of the prolonged delay and resulting deprivation of timely review.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class and Subclasses, respectfully request that this Court enter judgment in their favor and grant the following relief:

- A. Certifying this action as a class action pursuant to Rule 23(b)(3), appointing Plaintiffs as class representatives, and appointing undersigned counsel as class counsel.
- B. Declare that Defendants violated the IDEA, its implementing regulations, and Plaintiffs' federal rights by failing to ensure and comply with timely adjudication of Plaintiffs' due process matter.
- C. Declare that the prolonged delay alleged herein constituted substantive harm and unlawfully impeded Plaintiffs' right to timely process and meaningful participation.
- D. Award Plaintiffs and all Class members compensatory damages, including reimbursement of attorneys' fees incurred in the underlying administrative proceedings to the extent such fees were waived or not recovered as a result of the unlawful delay alleged herein;
- E. Award Plaintiffs attorneys' fees, costs, and expenses incurred in this action pursuant to applicable fee-shifting provisions of law;
- F. Award declaratory and injunctive relief requiring Defendants to comply prospectively with IDEA due process timelines and to implement practices reasonably calculated to prevent recurrence of the unlawful delay alleged herein.

G. Grant such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,

/s/ John Rue

John Rue, Esq.

ID #047032005

Rue Law Group, LLC

(aka John Rue & Associates, LLC)

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April 24, 2026

Date

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS D.F. & J.F. o/b/o T.F., a minor, on behalf of all those similarly situated

(b) (EXCEPT IN U.S. PLAINTIFF CASES)
County of Residence of First Listed Plaintiff Union

(c) Attorneys (Firm Name, Address, and Telephone Number)
Rue Law Group, aka John Rue & Associates, LLC

DEFENDANTS NJ Dep't of Edu., NJ Office of Administrative Law, Elizabeth Board of Education

County of Residence of First Listed Defendant Mercer
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Matthew Lynch, D.A.G.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

 1 U.S. Government Plaintiff
 3 Federal Question (U.S. Government Not a Party)

 2 U.S. Government Defendant
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

CITIZENSHIP OF PLAINTIFF (PTF) DEFENDANT (DEF)
Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 95 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)
 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 1983, 20 U.S.C. 1400 et seq
Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE USDJ Edward Kiel DOCKET NUMBER 1:19-12807

DATE April 10, 2026 SIGNATURE OF ATTORNEY OF RECORD John Rue

FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.