

FILED

August 15, 2025

HON. BRUCE J. KAPLAN, P.J.Cv.

**NOTHING CONTAINED IN THIS DOCUMENT
SHALL RELIEVE THE PARTIES FROM
COMPLYING WITH THE SEALING
REQUIREMENTS PURSUANT TO RULES
1:2-1(c) AND 1:38-11.**

SUPERIOR COURT OF NEW
JERSEY LAW DIVISION,
MIDDLESEX COUNTY

CASE NO. 641

DOCKET NO. MID-L-3913-25

APPLICABLE TO ALL CASES

**CONSENT CONFIDENTIALITY
ORDER**

IN RE ALLEGATIONS OF SEXUAL ABUSE IN
JUVENILE DETENTION FACILITIES OPERATED
BY THE STATE OF NEW JERSEY

WHEREAS, the Parties to the above-captioned action (the “Litigation”) may seek discovery or disclosure of documents, information, or other materials that contain confidential or sensitive information pertaining to Parties and certain non-parties, including non-parties who allegedly may have been victims of sexual abuse (hereinafter called “Protected Material”) (Plaintiffs and Defendant are collectively referred to herein as “Parties”);

WHEREAS, Plaintiffs and other alleged victims of child sex abuse are protected from public disclosure of their identities in connection with this Litigation pursuant N.J.S.A. § 2A:61B-1(f), which protects the identities of individuals filing claims under the New Jersey Child Sex Abuse Act;

WHEREAS, a confidentiality order should be entered at this time to appropriately limit the use and disclosure that may be made of Protected Material;

WHEREAS, the following provisions will appropriately balance the need for protection of Protected Material with the public interest in access to information relevant to the Litigation;

WHEREAS, the Court has found there is good cause for entry of a confidentiality order in the form proposed to protect the Parties’ legitimate privacy and confidentiality interests, as well

as, potentially, those of non-parties, and also to simplify and expedite proceedings in this complex litigation;

IT IS on this 15th day of August 2025,

ORDERED as follows:

1. Scope of Protected Material.

a. For all Plaintiffs, no Party shall disclose the Plaintiffs' names, contact information, or other identifying information in any public forum other than to the extent necessary in a trial or hearing in this Litigation, except that a Plaintiff, or their counsel with the permission of the given Plaintiff, may disclose such information pertaining solely to such Plaintiff in public fora, in which case the Plaintiff shall be deemed to have waived the confidentiality protections set forth in this paragraph, but only as to the information disclosed.

b. The term "Protected Material" shall include but is not limited to discovery material, documents and other information that contains (i) the full name or partial name of any Plaintiff or of any non-party who allegedly may have been a victim of sexual abuse; (ii) any other personally identifying information or contact information for any natural person, including but not limited to, Social Security numbers, dates of birth, home and work addresses, email addresses, phone numbers, social media identifying information, or identities of family members; (iii) medical records and "protected health information" as defined by the Health Insurance and Portability and Accountability Act ("HIPAA"), 45 C.F.R. §§ 160.103, 164.501, "health information" as defined in 42 U.S.C. § 1302d, information pertaining to "medical services" under Title XIX of the Social Security Act, information pertaining to AIDS or HIV infection as protected under N.J.S.A. § 26:5C-7, or any other applicable federal or state law protecting medical records; (iv) education records as defined by the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g(b)(1); (v)

information protected pertaining to reports of child abuse as protected under N.J.S.A. § 9:6-8.10a and other statutes and regulations; and (vi) law enforcement records, charges and adjudication records, disposition, and other records pertaining to juvenile adjudications. The foregoing information shall be treated by any Party (or person who is subject to this Order) who receives such information as though it were designated Protected Material by the Party or non-party to which it pertains regardless of whether a “Confidential” designation is applied by the Party or person who provides the information. The Party or person who provides the information shall nevertheless endeavor to affirmatively designate such information “Confidential.” The Parties shall refer to any Plaintiffs, or to any non-party who allegedly may have been a victim of sexual abuse, in any public filing in the Litigation by using a pseudonym.

c. Any Party and any non-party shall have the right to designate as “Protected Material” and therefore subject to this Order any information, document, or thing, or portion of any document or thing: (i) that contains any of the information described in Paragraph 1(b) above; or (ii) that the Providing Party otherwise believes in good faith to be entitled to protection under R. 4:10-3(g). Mass, indiscriminate, or routinized designations are prohibited.

d. Any Party or any non-party who produces Protected Material shall have the right to designate such Protected Material as “Highly Confidential – Attorneys’ Eyes Only” if, and only if, the Protected Material being produced contains highly sensitive information the disclosure of which is highly likely to cause significant harm to the Party or non-party, and which harm cannot reasonably be mitigated by less restrictive means.

2. Materials Covered.

This Order applies to all Protected Material produced in response to discovery requests served in the Litigation, or in response to court orders entered in the Litigation, or in the Litigation

pursuant to any disclosure provision in the Rules, or by stipulation in the Litigation. It applies to such Protected Material whether the material is a document, a deposition or other out-of-court testimony, a multimedia audio/visual file such as a voice or video recording, a discovery response, or electronically stored information (“ESI”); and it shall apply not only to the document, transcript, multimedia audio/visual file, discovery response, or ESI that is actually produced, but also to the information in it.

3. Persons Bound.

This Order is binding on all Parties, as well as their respective attorneys, agents, representatives, officers, employees, and others identified elsewhere in this Order. It is also binding on non-parties to the extent such non-parties are made subject to the Order by Paragraphs 5(c)(ii) or have executed a written agreement to be bound substantially in the form attached to this Order as Exhibit A. Nothing in this Order shall limit the use or disclosure of Protected Material by the Party or other person who produces it, but disclosure by that Party or other person of Protected Material in a way that causes it to become public will cause it to lose its protection under this Order. “Person,” as used in this Order, means not only natural persons but also all business entities, government entities, and institutions and associations of all kinds. As used in this Order, “Producing Party” means any Party or other person that designates Protected Material pursuant to this Order.

4. Parties’ Designation of Protected Material Produced by Others.

Any Party may designate “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” Protected Material produced by another Party or by a non-party if the Protected Material (a) originated from the designating Party or was generated on behalf of the designating Party, or (b) contains Protected Material of the designating Party, and (c) meets the requirements of Paragraphs

1(c) or 1(d). In the event a Party makes such a designation, the designating Party shall be deemed the Producing Party for purposes of this Order. Failure to designate Protected Material produced by another Party or a non-party pursuant to this paragraph at or before the time such Protected Material is produced shall not constitute a waiver of the designating Party's right to make such a designation at a later time, so long as the designation is made at the earliest practical time.

5. Manner of Designating Protected Material.

Protected Material may be designated "Confidential" or "Highly Confidential – Attorneys' Eyes Only" in the following ways:

a. A Producing Party may designate documents that are produced in hard copy or in electronic copies by marking the first page and each subsequent page that contains Protected Material with, as appropriate, the legend "Confidential" or "Highly Confidential – Attorneys' Eyes Only." The appropriate designation shall, to the extent practical, be placed on the document so as not to obscure any information contained in the document and close to any Bates number assigned to the document by the Producing Party.

b. A Producing Party may designate written discovery responses or written disclosures that are made pursuant to court order, or pursuant to the Rules of this Court, by marking each response or disclosure that contains Protected Material with, as appropriate, the legend "Confidential" or "Highly Confidential – Attorneys' Eyes Only."

c. (i) Information disclosed at any deposition taken in connection with the Litigation may be designated by any Party as Protected Material in accordance with the procedures set forth herein. All testimony provided at deposition shall be considered Protected Material until the period for notification as set out below has expired. In order to maintain the Protected Material status of such testimony, a Party must notify all other Parties and the court reporter in writing within thirty

(30) days of receipt of the final transcript at the conclusion of the witness' testimony of the specific pages and lines of the transcript that shall be treated as Protected Material. Only the portions of the transcript that are so designated within the thirty (30) day period shall be treated as Protected Material. In addition, if reference is made to any Protected Material during the deposition, the Parties may designate those portions of the transcript as Protected Material. Said portions of the transcript that include references to any of the Protected Material shall not be revealed in any manner to any persons, except pursuant to the provisions of this Order; however, nothing in this provision shall prevent a Party from using the testimony, document, or information in connection with a court filing, provided the document is supplied to the Court in a manner consistent with this Order and filed under seal in accordance with R. 1:38-11. Nothing contained herein shall preclude a Party from designating testimony, documents, or information as Protected Material during the course of a deposition by identifying it as such on the record at or about the time the testimony is given, provided, however, that no such designation need be made with respect to exhibits that have previously been marked in a manner to make them Protected Material.

(ii) In the case of depositions, a non-party witness who is not an employee of a Party, or the witness' attorney, may designate testimony or exhibits as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" in the same manner described in subparagraph (c)(i). But in all cases where such designation is made by a non-party witness or the witness' attorney, both the witness and his or her attorney shall be deemed to have accepted, by making the designation, all obligations created by this Order.

(iii) All transcripts of depositions at which testimony has been designated in accordance with subparagraph (c)(i) or (c)(ii) as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" shall be marked by the court reporter on the cover page with one or both of

those designations and each page on which testimony appears that was identified as protectable at the deposition shall likewise be marked with one or both of those designations; but in making use of the deposition testimony and transcript the Parties and the persons bound by this Order shall be limited in their use only of the testimony and portions of the transcript that was identified as protectable at the deposition.

(iv) All transcripts of depositions at which the statement described in subparagraph (c)(i) or (c)(ii) was made shall be marked by the court reporter on the cover page with one or both of those designations. In the event no written designation of specific protectable testimony is provided in accordance with this paragraph, the Parties and the persons bound by this Order may remove the designations placed on the cover page. In the event a written designation of specific protectable testimony is provided in accordance with subparagraphs (c)(i) and (c)(ii), the Parties and the persons bound by this Order shall treat those pages and lines as required by this Order for Protected Material.

(v) Deposition exhibits designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” shall be marked as provided in Paragraph 5(a).

(vi) If testimony taken at an audiovisually-recorded deposition is designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” the videocassette, other videotape container, or disc on which the deposition was recorded shall be marked by affixing a label to it with the appropriate designation.

d. To the extent protectable information is produced in a form rendering it impractical to label (including electronically stored information produced on electronic, magnetic, or other computer-readable media), the Producing Party may designate such information “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” by cover letter or email, by affixing to the media

containing the protectable information a label containing the appropriate legend, or by including the appropriate legend in an electronic filename. If a Party or a person bound by this Order reduces computerized information that has been so designated to hard-copy form, that Party or person shall mark the hard-copy form in the manner described in Paragraph 5(a). Whenever any “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” computerized material is copied into another form, the Party or the person copying the material shall also mark those forms in the manner described in this Paragraph 5.

e. To the extent any person bound by this Order other than the Producing Party creates, develops, or otherwise establishes on any digital or analog machine-readable device, recording media, computers, discs, networks or tapes, or maintains for review on any electronic system material that contains information designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”, that person or its counsel shall take all necessary measures to assure that access to the electronic system and media containing such information is restricted to those persons who, by the terms of this Order, are permitted to have access to it.

f. Documents, materials, and other information that are made available for inspection only shall be treated as “Highly Confidential – Attorneys’ Eyes Only” during the inspection. To the extent copies of any such materials are later provided to Parties or to non-parties bound by this Order, however, the copies provided shall be marked in accordance with Paragraphs 5(a)-(d) of this Order and shall thereafter be accorded only such protection as provided by this Order for Protected Materials so marked.

6. Filing Protected Material.

In the event that any Protected Material is contained within any document that a Party or person intends to file with the Court, or any Party or person intends to refer to such Protected

Material in any hearing before the Court, the Party or person shall move pursuant to R. 1:38-11 subject to this Confidentiality Order, and such document or reference shall be redacted in the electronically-filed papers relating to the motion. If a Party or person submits an unredacted document in hard copy format to the Court for in camera review in connection with the motion, the document shall be submitted subject to this Confidentiality Order and shall bear this or a similar legend:

“This document contains Protected Material covered by a Confidentiality Order of the Court. Contents of this document may not be disclosed to any person unless the Court determines otherwise.”

Any Party or person seeking to seal records or close proceedings relating thereto shall move in accordance with R. 1:38-11.

7. Disclosure of Confidential Information.

a. Counsel of record for all Parties and for non-parties bound by this Order are responsible for taking reasonable measures consistent with this Order to control access to and distribution of Protected Material designated “Confidential” that they receive.

b. Access to Protected Material designated “Confidential” shall be limited to:

(i) This Court, clerks and other personnel of this Court, jurors, alternate jurors, and persons engaged in recording, taking, or transcribing proceedings at depositions, trials, and hearings in the Litigation.

(ii) Appellate courts handling appeals from orders or judgments entered in the Litigation, clerks and other personnel of such appellate courts, and persons engaged in recording, taking, or transcribing proceedings in such appeals.

(iii) Mediators, special masters, settlement masters, or any person appointed by the Court or retained by the Parties, except that if a Party is not participating in the mediation or

other settlement proceedings being conducted by the mediator or other settlement master, Protected Material designated by that Party may not be disclosed to the mediator, special master, or other settlement master unless and until the mediator, special master or other settlement master has executed a written agreement in the form attached to this Order as Exhibit A.

(iv) Counsel of record for any Party, as well as members of such counsel-of-record's firms, associates at such firms, and paralegals, investigative employees, technical employees, and secretarial and clerical employees of those firms who are assisting counsel of record with the Litigation and who have a need for access to Protected Materials to provide such assistance adequately.

(v) Attorneys employed in the New Jersey Attorney General's Office, New Jersey Juvenile Justice Commission and other State of New Jersey ("State") agencies or arms of the State, as well as paralegals, investigative employees, technical employees, and secretarial and clerical employees of the foregoing who are assisting such attorneys with the Litigation and who have a need for access to Protected Materials to provide such assistance adequately.

(vi) Insurers who may be liable to satisfy all or part of a possible judgment against a defendant in the Litigation or to indemnify or reimburse for payments made to satisfy such a judgment, as well as counsel for any such defendant and any such insurer as may be actually engaged in addressing coverage issues related to the Litigation and who have a need for access to Protected Materials to provide their professional services adequately.

(vii) Photocopying, document storage, data processing, document review, graphic production, jury research, or trial management firms retained by a Party or their counsel of record to assist them with the Litigation and who have a need for access to Protected Materials to provide such assistance adequately.

(viii) Contract attorneys and paralegals retained by a Party's counsel of record to assist them with the Litigation and who have a need for access to Protected Materials to provide such assistance adequately.

(ix) Experts, consultants, and expert consulting firms retained by a Party's counsel of record in connection with the Litigation to the extent reasonably necessary to enable the expert, consultant, or expert consulting firm to advise counsel of record with respect to the Litigation, to prepare one or more written reports as required by R. 4:10-2(d), or to testify orally or in writing in the Litigation. Disclosures authorized under this subparagraph, however, shall be made only to the individual expert or consultant retained by the Party or to such members, partners, independent contractors, other support personnel, or employees of the individual expert's or consultant's consulting firm who have a need for access to Protected Materials to perform the engagement adequately (hereinafter called "Expert Personnel"). The individual expert or consultant retained by the Party or Expert Personnel may use Protected Material solely in connection with their work on the Litigation. The individual expert or consultant and all Expert Personnel must, before receiving Protected Material, execute a Written Assurance in the form attached to this Order as Exhibit A.

(x) In addition to the attorneys and others indicated in subparagraph (v), current employees of a Party who have personal knowledge with respect to the information contained in the Protected Material and officers, elected officials, or employees who are charged with responsibility for making decisions dealing directly with the Party's prosecution, defense, or resolution of the Litigation, provided that the requirements of Paragraph 10(a) of this Order are satisfied.

(xi) Parties who are natural persons, provided that the requirements of Paragraph 9(a) of this Order are satisfied.

(xii) Any person who authored or is identified as a recipient of the particular Protected Material; or is or formerly was a custodian of the particular Protected Material; or is a current employee of the Party or non-party who designated the particular Protected Material for protection; or is a witness testifying at a deposition, or at trial, or at an evidentiary hearing to whom disclosure is reasonably necessary for proper prosecution or defense of the Litigation and whom counsel who makes the disclosure has a reasonable and good faith belief already is aware of the specific information contained in the Protected Material.

(xiii) Any other person to whom the Producing Party agrees in writing or on the record in advance of the disclosure, or whom the Court explicitly orders, may have access to the Protected Material.

8. Disclosure of Highly Confidential – Attorneys’ Eyes-Only Material.

(a) Counsel of record for all Parties and for non-parties bound by this Order are responsible for taking reasonable measures consistent with this Order to control access to and distribution of Protected Material designated “Highly Confidential – Attorneys’ Eyes Only” that they receive.

(b) Access to Protected Material designated “Highly Confidential – Attorneys’ Eyes Only” shall be limited to:

- (i) The persons identified in Paragraph 7(b)(i)-(x).
- (ii) Intentionally omitted.
- (iii) Any person who authored or is identified as a recipient of the particular Protected Material; or is or formerly was a custodian of the particular Protected Material; or is a

current employee of the party or non-party who designated the particular Protected Material for protection; or is a witness testifying at deposition, or at trial, or at an evidentiary hearing to whom disclosure is reasonably necessary for proper prosecution or defense of the Litigation and whom counsel who makes the disclosure has a reasonable and good faith belief already is aware of the specific information contained in the Protected Material.

(iv) Any other person to whom the Producing Party agrees in writing or on the record in advance of the disclosure, or whom the Court explicitly directs, may have access to the Protected Material.

9. Protection of Plaintiffs' Identities.

For the avoidance of any doubt, and notwithstanding any of the foregoing, the Parties, as well as their agents, employees, and assigns, shall keep the true identities of Plaintiffs confidential during and after the conclusion of this matter to the extent possible and consistent with this Order. The Parties may disclose Plaintiffs' true identities to the persons identified in Paragraphs 7 and 8 only as necessary to litigate the claims or defenses in this Litigation.

10. Notification of Confidentiality Order.

(a) Subject to the exceptions in Paragraph 10(b), counsel of record for the Parties shall be responsible for obtaining, before disclosing Protected Material, the written agreement to be bound by this Order of the person to whom the disclosure is to be made. The written agreement shall be in the form annexed hereto as Exhibit A. The originals of all written agreements obtained by counsel of record for a Party shall be kept by that attorney until final resolution of the Litigation, whereupon copies shall be provided to counsel of record who request them; but the Court may order earlier disclosure of one or more such written agreements upon motion of any Party supported by a showing of good cause for the earlier disclosure.

(b) The provisions of Paragraph 10(a) do not apply to disclosures made to this Court, clerks and other personnel of this Court, or the jurors, alternate jurors, persons engaged in recording, taking, or transcribing proceedings at depositions, trials, and hearings in the Litigation, appellate courts handling appeals from orders or judgments entered in the Litigation, clerks and other personnel of such appellate courts, or persons engaged in recording, taking, or transcribing proceedings in such appeals. The provisions of Paragraph 10(a) do not apply to disclosures to testifying non-party witnesses who are not retained experts or consultants except to the extent provided in Paragraph 10(c).

(c) Before Protected Material is disclosed to a non-party witness (who is not a retained expert or consultant) at a deposition, trial, or evidentiary hearing, the witness shall be shown a copy of this Order and asked to sign the written agreement of which a copy is annexed hereto as Exhibit A. If the witness signs the agreement, the original signed agreement shall be marked as an exhibit to his or her testimony, a copy of the signed agreement shall be provided to the witness at or before the end of the testimony, and the witness shall be bound by this Order. If the witness refuses to sign the agreement, his or her testimony shall proceed unless the Court orders upon motion of any interested Party or person that it not be taken or that it be taken only with respect to matter that is not Protected Material. In the event the testimony of a witness who refuses to sign the agreement of which a copy is annexed hereto as Exhibit A, no copies of Protected Material that are marked as exhibits to the testimony or shown to the witness in connection with his or her testimony shall be provided to or shown to the witness outside the courtroom or deposition room.

11. Challenges to Designations of Protected Material.

If, at any time, a Party objects to the designation of information as “Confidential” or “Highly Confidential- Attorneys’ Eyes Only”, the objecting Party shall notify the Producing Party

in writing. The notice shall identify the material in question and shall specify in reasonable detail the reasons for the objection. The Producing Party shall set forth in reasonable detail the reason why the material is entitled to the designated status. The Parties shall work in good faith to resolve as expeditiously as practicable all disputes relating to the designation.

If the Parties are unable to resolve the dispute, any Party may apply to the Court for a ruling. Once an application has been made, the Producing Party shall bear the burden of showing good cause for the designation, consistent with R. 1:38-11. The designated status of the material shall be maintained until final ruling on the application, including any appeals. A Party's failure to challenge a designation during pre-trial discovery shall not preclude a subsequent challenge of such designation at a hearing, proceeding or trial.

12. No Waiver of Objections.

Nothing in this Order shall affect the right, if any, of a Party or non-party to assert any objection to any discovery request or to any questions or proceedings at a deposition, trial, or evidentiary hearing; but no Party or non-party shall be deemed to have waived an objection based on confidentiality to any discovery request or deposition question or proceeding if, in that person's judgment, the protection afforded by this Order adequately addresses the person's confidentiality concern. Nothing in this Order shall diminish the right of any Party or non-party to withhold Protected Material on the basis of any legally cognizable privilege, the Rules of this Court, applicable law or the work product doctrine.

13. Disposition of Protected Material.

(a) Subject to the provisions of Paragraphs 13(b) and (c), within sixty (60) days after final disposition of the Litigation, including disposition of any appeal and subsequent remand, all Parties and non-parties bound by this Order shall return to counsel of record for the respective

Producing Parties or non-parties all Protected Material and all copies of such Protected Material, including among others all copies that were provided to experts and consultants for the returning party.

(b) In lieu of returning Protected Material and copies thereof in accordance with Paragraph 13(a), any Party or non-party bound by this Order may destroy and certify in writing that it has destroyed such materials and provide the certification of destruction to the Producing Party within the sixty (60) day period indicated in subparagraph (a).

(c) Notwithstanding the provisions of Paragraph 13(a), Parties, as well as their counsel of record and their insurers, may retain copies of filings that were made in the Litigation, as well as correspondence and memoranda among themselves related to the Litigation; but any Protected Material contained in such documents must continue to be treated in accordance with this Order so long as it is neither returned nor destroyed.

14. Correction of Designations and Claw-back of Protected Material.

(a) If any Party inadvertently produces information or documents that it considered to constitute “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” information (or that it inadvertently produces as “Confidential” information that it considered to constitute “Highly Confidential - Attorneys’ Eyes Only” information), the Producing Party may subsequently designate such information or documents as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”, as the case may be, by delivering written notice of such designation to the receiving Party to which the information or documents have been produced, together with a set of the affected pages marked “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”, as the case may be. Upon receiving the affected pages marked “Confidential” or “Highly Confidential - Attorneys’ Eyes Only”, as the case may be, the receiving Party shall return to the Producing Party

the affected pages that were inadvertently produced without the “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” designation, as the case may be, or certify to the destruction thereof.

(b) If the information or documents that the Producing Party seeks to designate as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” pursuant to this paragraph 14 have been filed with the Court, the Producing Party may apply to the Court for an order sealing the information or documents. ~~Court.~~ If the application is granted, and such granting ~~if is~~ affirmed on any appeals, the receiving Party shall be obligated to treat the information or documents in accordance with the designation ordered by the Court. If the application is denied, and such denial is affirmed on any appeals, the receiving Party shall not be obligated to treat the information or documents in accordance with the designation that the Producing Party had requested from the Court.

15. Responsibilities with Respect to Improperly Disclosed Protected Material.

If a Party, a Party’s counsel of record, or any other person bound by this Order discovers that he or she, or someone for whose conduct he or she is responsible, has disclosed Protected Material to a person who is not authorized under this Order to receive it, the Party, counsel, or other person bound by this Order shall promptly notify counsel of record for the Producing Party of the unauthorized disclosure and shall promptly take all reasonable steps to retrieve the improperly disclosed Protected Material and to restore to it the protection contemplated by this Order. Nothing in this Order is intended to limit the right of any Party or person to seek additional relief from the Court, if appropriate, against persons responsible for any improper disclosure.

16. Compliance Not an Admission.

Compliance with this Order is not an admission by any Party or non-party that any particular document, other material, or information is or is not confidential, except that a Party or non-party who designates a document, other material, or information “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” by such designation admits it meets the standards for such designation described in this Order. Compliance with this Order is not an admission by any Party or non-party that any particular document, other material, or information is or is not privileged, except that a Party or non-party who asserts any privilege with respect to a document, other material, or information by such assertion admits that it is privileged. Compliance with this Order is not an admission by any Party or non-party that any particular document, other material, or information is or is not discoverable or that any particular document, other material, or information is or is not admissible in evidence.

17. Non-Parties’ Discovery Requests for Protected Material.

If any Party receives a subpoena, other formal discovery request, or investigative demand, except for one issued in the Litigation, that seeks Protected Material designated as such by someone else, the Party must promptly inform the issuer of the subpoena, other discovery request, or investigative demand about this Order, provide the issuer with a copy of this Order, and notify counsel of record for all Parties to the Litigation of the subpoena, other discovery request, or investigative demand. The notice to counsel of record for all Parties shall be provided as soon as reasonably possible and, in any event, far enough in advance of the date specified in the subpoena, other discovery request, or investigative demand for disclosure of the Protected Material to permit other interested Parties a reasonable opportunity to file such motions and take such other steps as they may deem appropriate to prevent or limit disclosure of the Protected Material before the disclosure occurs; and the Party who received the subpoena, other discovery request, or

investigative demand shall provide reasonable cooperation to the other interested Parties in their efforts to prevent or limit such disclosure. Nothing in this Order requires any Party or other person to violate any legal obligations created by any subpoena, other discovery request, or investigative demand.

18. Persons Bound and Continued Effectiveness.

This Order binds all Parties, their counsel of record, and other persons to the extent described in the Order. It shall remain in effect until modified or terminated by further Court order. Nothing in this Order is to the prejudice of the right of any Party or other person to move this Court for relief from any of its provisions, or to modify it (including without limitation to modify it to provide greater, lesser, or different protection for particular Protected Material or to prevent disclosures to particular people), and nothing is to the prejudice of the right of any Party or other person to move for additional protective orders. The provisions of this Order remain effective after final disposition of the Litigation. This Court retains jurisdiction after final disposition of the Litigation for the purpose of enforcing this Order.

**NOTHING CONTAINED IN THIS
DOCUMENT SHALL RELIEVE THE
PARTIES FROM COMPLYING WITH THE
SEALING REQUIREMENTS PURSUANT
TO RULES 1:2-1(c) AND 1:38-11.**

/s/ Bruce J. Kaplan
HON. BRUCE J. KAPLAN, P.J. Cv.

Consented as to form and entry:

Levy Konigsberg LLP
Attorneys for Plaintiffs

By: /s/ Clark Binkley
Clark Binkley
Moshe Maimon

Dated: August 12, 2025

Baldante & Rubenstein P.C.

By: /s/ Stacy Hughes
Stacy Hughes
Jamie Hutchinson

Riker Danzig LLP
Attorneys for Defendant

By: /s/ Edwin F. Chociey, Jr.
Edwin F. Chociey, Jr.
Glenn A. Clark

Dated: August 12, 2025

EXHIBIT A

On behalf of _____ [NAME OF ORGANIZATION], I,
 _____ [NAME OF INDIVIDUAL] certify (i) that I understand that documents, other materials, and information containing Confidential or Highly Confidential – Attorneys’ Eyes Only matter is being provided or otherwise disclosed to me pursuant to the terms and restrictions of the Confidentiality Order entered in *In Re Allegations of Sexual Abuse in Juvenile Detention Facilities Operated by the State of New Jersey*, pending in the New Jersey Superior Court, Law Division, Middlesex County, Docket no. MID-L-3913-25; (ii) that I have received and reviewed a copy of that Confidentiality Order; (iii) that I agree to be bound by the restrictions in that Confidentiality Order on the use and disclosure that may be made of Protected Material to which that Order applies and by the provisions in that Order regarding the return of Protected Material to which that Order applies; and (iv) that I agree to be subject to the jurisdiction of the New Jersey Superior Court, Law Division, Middlesex County for the limited purpose of enforcing that Confidentiality Order and the agreements in this Exhibit A. I understand that a violation of the Confidentiality Order may be punishable as a contempt of court.

Dated: _____

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

E-Mail: _____