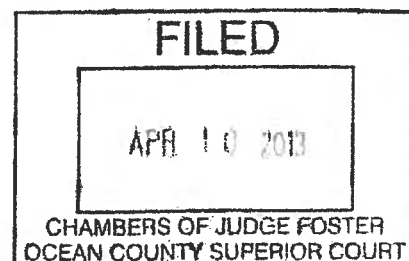


**LOWENSTEIN SANDLER LLP**

Jeffrey J. Wild, Esq.  
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973.597.2500

Counsel for the Homeless Individuals and the Atlantic City Rescue Mission



**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: OCEAN COUNTY  
Docket No.: L-2462-10**

**THE TOWNSHIP OF LAKEWOOD,**

**Plaintiff,**

**v.**

**STEVE BRIGHAM et al., including JOHN DOES  
1-50,**

**Defendants/Counterclaimants/  
Third-Party Plaintiffs,**

**v.**

**OCEAN COUNTY, THE OCEAN COUNTY  
BOARD OF CHOSEN FREEHOLDERS  
(currently, James F. Lacey, John P. Kelly, John C.  
Bartlett, Jr., Gerry P. Little and Joseph H. Vicari),  
and THE OCEAN COUNTY BOARD OF  
SOCIAL SERVICES.**

**Third-Party Defendants.**

**CIVIL ACTION**

**CONSENT ORDER**

**THIS MATTER** having been brought before the Court upon a motion by Bathgate, Wegener & Wolf, PC (Michael M. DiCicco, Esq. appearing), counsel for plaintiff Lakewood Township, and a cross-motion by Lowenstein Sandler LLP (Jeffrey J. Wild, Esq., and Zulima Farber, Esq., appearing), counsel for defendant/counterclaimant/third-party defendant Homeless Individuals and third-party plaintiff Atlantic City Rescue Mission, on notice to Berry, Sahradnik, Kotzas & Benson (John C. Sahradnik, Esq. and Garrick R. Slavick, Esq., appearing),

counsel for the County of Ocean and the Ocean County Board of Freeholders; Gilmore & Monahan (Jean L. Cipriani, Esq., appearing), counsel for third-party defendant Ocean County Board of Social Services (the "Board"); and the Law Offices of Todd Wilson LLC (Todd Wilson, Esq., appearing), counsel for defendant Minister Steven A. Brigham ("Minister Brigham"); and for good cause shown;

IT IS on this day 10 of April, 2013 ORDERED as follows:

1. **Property View.** If and when the Court determines that it would be necessary or appropriate for the Court to visit and view the tent city of homeless individuals located in Lakewood that is accessible through a dirt path located at the corner of Cedarbridge Avenue and South Clover Street ("Tent City"), the Court will give prior notice to all counsel and confer with those counsel as to the appropriate date, time and logistics for any such property view. The Court does not deem such a property view necessary or appropriate at this time in light of the numerous photographs and other materials provided by the parties in connection with the motion and cross-motion.

2. **Census of Tent City.** Given that the parties disagree as to the accuracy of any census of the residents of Tent City (the "Residents") taken by any party to this litigation at any time in the past, the Court directs that a census of the Residents be conducted as follows:

(a) **Census Taker.** The census of the Residents shall be conducted by Solutions to End Poverty Soon, Inc. ("STEPS"), which shall be assisted by a Licensed Social Worker (LSW) or Licensed Clinical Social Worker (LCSW), as those terms are defined by the New Jersey State Board of Social Work Examiners (hereafter, the "Social Worker"). The Social Worker shall be independent and shall not previously have rendered any paid or unpaid services to any of the parties to this litigation.

(b) **Selection of Social Worker.** As soon as practicable after entry of this Order, STEPS, counsel for Lakewood and counsel for the Homeless Individuals shall confer and seek to agree upon a Social Worker to assist with the census called for by this Order. To the extent that STEPS has a Social Worker on staff, that Social Worker may be selected by the

parties or the Court. In the event that these counsel are unable to agree upon the Social Worker to conduct the census, any party may ask the Court to appoint a Social Worker for this purpose.

(c) Compensation of Social Worker. Unless otherwise agreed by counsel for the parties or otherwise specified by the Court, the compensation of the Social Worker for conducting the Census in accordance with this Order shall be paid in equal shares by Lakewood and counsel for the Homeless Individuals.

(d) Purpose of Census. The sole purpose of the census is to provide the parties to this action and the Court with an independent and accurate count and list of the Residents (as provided in paragraph 2(e) of this Order) as of the date when the census is conducted, as well as on the date when any updated census may be ordered in the future. This census shall be used by the parties to this action, their counsel and the Court to set a benchmark and provide a means to monitor any changes in the number or identity of the Residents, as a result of the screening procedures described in ¶ 2 of this Order (hereafter, the "Current Residents").

(e) Methodology of Census. STEPS and the Social Worker shall conduct any census pursuant to this Order in a manner that STEPS and the Social Worker agree, in their reasonable discretion, determine to be appropriate to achieve the purpose set forth in ¶ 2(d) but also provide maximum protection for the privacy of the Residents, as required by ¶ 2(f). By way of example but not limitation, STEPS and the Social Worker are authorized to keep identifying information confidential to STEPS and the Social Worker and/or identify Residents to counsel for the parties or the Court by any of the means for the protection of privacy permitted by Court Rules (such as identifying initials, as permitted by R. 4:26-6, or pseudonyms, as permitted by R. 4:26-4) or any other procedures that STEPS and the Social Worker deem appropriate. By way of example, STEPS and the Social Worker may assign numbers to any currently inhabited tents in Tent City.

(f) Non-Solicitation of Future Homeless. Neither Minister Brigham nor the Current Residents shall solicit or take any steps to bring any new homeless individuals into Tent

City, i.e., any individuals who are not among the Current Residents identified through the process described in this § 2 (hereafter, "Future Homeless").

(g) **No Repopulation.** No new residents shall occupy Tent City and Tent City shall not be repopulated except as expressly set forth in this Consent Order, provided however, that nothing in this Consent Order shall place any obligation on any of the Current Residents to enforce this Consent Order against any other of the Current Residents or any Future Homeless. Lakewood may also seek to bar Future Homeless from Tent City by application to this Court or other lawful means.

3. **Screening of the Residents**

(a) **Applications for Assistance.** Any Resident who wishes to remain in Tent City shall be required to apply (or, if applicable, re-apply) to the Board for any Emergency Assistance or other benefits for which the Board may find the Resident eligible. Nothing in this Order shall compel any Resident to do so, but any Resident who refuses to so apply after being given a reasonable opportunity to do so shall be subject to ejection from Tent City by Lakewood. In the event that Lakewood believes that any Resident is subject to ejection for this reason, it may eject that Resident by application to this Court on notice to counsel for the Homeless Individuals.

(b) **Acceptance of Offered Housing Option.** Any Resident who is offered and able to receive safe and adequate indoor housing in Ocean County (hereafter, a "Viable Housing Option") shall no longer have a right to remain in Tent City. For purposes of this Order, a Viable Housing Option is a plan that provides for, and actually provides, at least one year in safe and adequate indoor housing in Ocean County. A Viable Housing Option may include a stay of 60 days or less in a motel or hotel room so long as that room meets the requirement of being safe and adequate (for example, by having adequate heat, access to a bathroom, and a means of preparing meals). A Viable Housing Option shall always include at least 305 days not spent in a motel or hotel room. Any issue as to whether a Viable Housing Option meets the definition under this Consent Order shall be resolved either by: (i) consultation

between counsel for Lakewood and counsel, if any, for any Current Resident(s) affected by that issue; or (ii) the Court. In the event that Lakewood believes that any Resident is subject to ejectment for failure to accept a Viable Housing Option, it may seek to eject that Resident by application to this Court on notice to counsel for the Homeless Individuals. Residents may not be ejected, however, because the government deems them ineligible for assistance and declines to offer them a Viable Housing Option. In the event that any of the Current Residents leaves Tent City but for any reason cannot actually reside in safe and adequate housing for at least one year, based on reasons other than adjudicated illegal conduct by the Resident, any such Current Residents shall have a right to return to Tent City and remain there until they have actually taken up residence in new housing offered through this Consent Order as a Viable Housing Option. Whenever a Current Resident vacates Tent City with the intent to reside in a Viable Housing Option and does in fact reside elsewhere for at least one week, any tent(s) occupied or used for storage by such Resident will be dismantled or otherwise removed by that Current Resident or, if not, may be dismantled or removed by Lakewood. Lakewood shall be entitled to possession of the land on which Tent City is located when all Residents of Tent City are provided with a Viable Housing Option or ejected from Tent City in accordance with ¶ 3(a) or ¶ 3(b) of this Consent Order.

4. Privacy Protections/Prohibitions Against Misuse of Identifying Information. STEPS, the Social Worker, the parties and their counsel shall use any identifying information relating to the Residents (hereafter, "Identifying Information") only for the purposes set forth in this Order or any future Order of the Court and not for any other purpose whatsoever. By way of example (but not limitation), no person who receives any Identifying Information shall use any such information, directly or indirectly, to cause any Resident to be referred or prosecuted for civil or criminal proceedings or prosecution of any kind. Identifying information shall be disclosed to the governmental parties only upon the consent of the Resident or further Order of the Court. Except with the consent of the Resident or upon further Order of the Court, no Identifying Information shall be disclosed for any purpose to any person or entity besides the

parties and the Court. Any party may also apply at any time to this Court for additional protections, including (but not limited to) a protective order or order for filing under seal pursuant to R. 4:10-3.

5. **Efforts to Resolve Related Proceedings.** As soon as practicable after this Consent Order is entered, the Township of Lakewood shall cause to be dismissed all proceedings in any forum relating to any "Notices" (as defined in the Stipulation Regarding Application for Temporary Restraints signed by counsel on February 1, 2013 and previously entered by this Court). In addition, Lakewood shall not use any of its police powers in any manner inconsistent with this Consent Order.

6. **Dismissal of Claims Involving Lakewood.** All claims that were asserted by Lakewood in this action against the Current Residents, against any other homeless individuals who lived in Tent City prior to entry of this Consent Order and/or against Minister Brigham are hereby deemed dismissed with prejudice and without costs. All claims that were asserted against Lakewood in this action by the Atlantic City Rescue Mission, Minister Brigham and/or any Current Residents currently represented by the law firm of Lowenstein Sandler LLP are hereby deemed dismissed with prejudice and without costs. However, this Court retains jurisdiction to enforce this Consent Order, and nothing in this Consent Order shall preclude any party from seeking any remedy (including, but not limited to, rescission) in the event of any breach of this Consent Order by any other party. Furthermore, nothing in this Consent Order shall in any way settle, dismiss or in any way impair any claims that have been or may be asserted against Ocean County, the Ocean County Board of Chosen Freeholders and/or the Ocean County Board of Social Services (or any defenses that have been or may be asserted to any such claims).

7. **Service of Conformed Copies.** Counsel for the Homeless Individuals shall serve a conformed copy of this Consent Order as entered on all counsel of record within five business days of receipt.




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Hon. Joseph L. Foster, J.S.C.

THE PARTIES LISTED BELOW, THROUGH THEIR UNDERSIGNED COUNSEL,  
CONSENT TO THE FORM AND ENTRY OF THIS CONSENT ORDER:

**LOWENSTEIN SANDLER LLP**  
65 Livingston Avenue  
Roseland, NJ 07068  
973-597-2500  
Counsel for Homeless Individuals and the  
Atlantic City Rescue Mission

By:   
Jeffrey J. Wild, Esq.

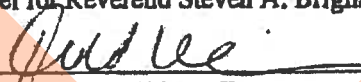
Dated: ~~March~~ <sup>April</sup> 3, 2013

**BATHGATE, WEGENER & WOLF, P.C.**  
One Airport Road  
Post Office Box 2043  
Lakewood, NJ 07701  
732-363-0666  
Counsel for Township of Lakewood

By:   
Michael M. DiCicco, Esq.

Dated: March 21, 2013

**THE LAW OFFICES OF TODD WILSON, LLC**  
614 Main St., Suite 201  
Toms River, NJ 08753  
732-349-0020  
Counsel for Reverend Steven A. Brigham

By:   
Todd S. Wilson, Esq.

Dated: ~~March~~ <sup>April</sup> 4, 2013