

**NOT FOR PUBLICATION**

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

SHARON L. DANQUAH, et al.,

Plaintiffs,

v.

UMDNJ, et al.,

Defendants.

Civil Action No.: 11-6377 (JLL)

**SETTLEMENT  
ORDER**

This matter comes before the Court by way of Plaintiffs' Motion for a Preliminary Injunction, seeking to restrain Defendants UMDNJ, the Board of Trustees of UMDNJ, and eight individual officers and staff members of UMDNJ, in their individual and official capacities ("Defendants"), from requiring the named Plaintiffs to perform or assist in the performance of terminations of pregnancies ("TOPs"), or from discriminating in the employment, promotion, termination of employment or extension of staff or other privileges to the named Plaintiffs because they decline to perform or assist in the performance of otherwise lawful health services related to TOPs on the grounds that their performance or assistance in the performance of TOPs would be contrary to her religious beliefs or moral convictions [Docket Entry No. 4]; having scheduled a Preliminary Injunction Hearing for December 22, 2011, for presentation of the Parties' arguments on the above-cited Motion; and the Parties having reached an amicable resolution regarding their respective claims and concerns prior to commencement of said Hearing, the Court accordingly memorializes the representations of the Parties regarding said agreement as follows:

1. Plaintiffs and Defendant Hospital agree that Plaintiffs shall maintain their positions as nurses in UMDNJ's Same Day Surgery Unit ("SDSU") without being required by Defendants to perform or assist in the performance of TOPs or provide pre- and post-operative care to TOP patients such as checking TOP patients in, checking TOP patients' vital signs, administering medication to TOP patients, and other duties relating to the non-emergency care of TOP patients.
2. The Parties also agree that Plaintiffs will be required to provide emergency care to TOP patients should, under a reasonable medical determination, said emergencies occur, and then only until such time as health care personnel who do not have moral or religious objections to TOPs arrive to stabilize and provide care for said patients in need of emergent relief.
3. Defendants agree that they will not use the terms "emergent care" or "emergencies" as a pretextual basis to require the named Plaintiffs to perform or assist in the performance of TOPs, and agree that not all bleeding associated with TOPs constitutes an "emergency" requiring the named Plaintiffs' attention. Defendants also agree to make their best efforts to ensure that non-objecting health care personnel are available to staff all TOP procedures, including: performance or assistance in the performance of TOPs; provision of pre- and post-operative care to TOP patients; and provision of emergent care to TOP patients.
4. The Parties agree and recognize that any staffing decisions made by Defendants regarding transfer, changes in duties, or changes in scheduling pertaining to the named Plaintiffs shall not be made exclusively on the basis of said Plaintiffs' moral or religious objections to TOPs or the institution of this action, but rather, in accordance with the binding Collective Bargaining Agreement and rights reserved therein by the Parties.
5. Finally, the Parties agree that Defendants shall not require the named Plaintiffs' attendance at any training or portion thereof related exclusively to TOPs. However, the Parties advised that Defendants may require the Plaintiffs participate in health care training sessions not related to TOPs.

Therefore, in accordance with said stipulated terms of settlement, it is hereby **ORDERED** that the above-captioned matter is DISMISSED, and the Court retains jurisdiction over this matter to enforce the memorialized agreement stated herein.

**IT IS SO ORDERED.**

DATED: December 23, 2011

/s/ Jose L. Linares  
United States District Judge