

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ONIKA TANYA MARAJ,

Case No. 22-cv-7854 (NRB)

Plaintiff,

-- against --

MARLEY GREEN, a/k/a CAROL
GREEN, a/k/a NOSEY HEAUX,
and NOSEY HEAUX LIVE LLC,

**STIPULATION
OF SETTLEMENT**

Defendants.

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WHEREAS, on September 12, 2022, Defendant Marley Green a/k/a Nosey Heaux, individually, and through Nosey Heaux Live, LLC (collectively “Green”) made false accusations on Green’s Twitter page and other social media that Plaintiff Onika Tanya Maraj, a/k/a Nicki Minaj (“Maraj,” and collectively with Green, the “Parties”) used and/or abused cocaine, including that Maraj was a “cokehead”; and

WHEREAS, on September 14, 2022, Maraj filed the above-captioned action; and

WHEREAS, the Parties hereto wish to resolve this action.

IT IS HEREBY STIPULATED, by and between the Parties and their counsel:

1. DISMISSAL WITH PREJUDICE

Maraj hereby dismisses this action with prejudice and without costs.

2. GREEN’S APOLOGY FOR HER FALSE STATEMENTS ABOUT MARAJ

a. Heaux acknowledges and admits that (a) any and all statements which she has ever made about Maraj using and/or abusing cocaine were false, and (b) she has never had any evidence whatsoever of Maraj using and/or abusing cocaine or any other illegal drug.

b. Heaux hereby apologizes for her false statements about Maraj.

3. LIMITATIONS ON GREEN’S FUTURE STATEMENTS ABOUT MARAJ

a. Green represents, warrants, and covenants, that:

- (i) She will never make any statement, directly or indirectly, which conflicts with the provisions of Section 2 above;
- (ii) She will never state or express her opinion, directly or indirectly, that Maraj has engaged in any criminal or unethical conduct, or otherwise engaged in conduct which reflects poorly on Maraj's integrity;
- (iii) She will never retweet, otherwise post on social media, or publicly recount, directly or indirectly, another person's statement (including, but not limited to any statements published in any media outlet) of alleged fact or opinion that Maraj has engaged in criminal or unethical conduct, or otherwise engaged in conduct which reflects poorly on her integrity;
and
- (iv) She will never mention, directly or indirectly, Maraj's husband or child in public, each of whom shall be deemed an express third-party beneficiary of this Stipulation.

b. Subject to the restrictions set forth above in Paragraph 3(a), Green shall have the right to make statements or express opinions about Maraj's work as an artist.

4. **LIQUIDATED DAMAGES**

Green acknowledges that it will be difficult to calculate damages arising from a breach of Section 3 above. She therefore agrees that, upon the entry of an Order by the United States District Court for the Southern District of New York that Maraj has proven by a preponderance of the evidence that Green breached Section 2, Maraj shall be entitled to a Judgment awarding her liquidated damages of \$50,000 for each such breach.

5. **MUTUAL RELEASES**

a. **Release by the Maraj Parties.** Maraj, on her own behalf and on behalf of her agents, heirs, successors, assigns, attorneys, and any non-public business entity in which she has a controlling interest (collectively “Maraj Parties”) hereby irrevocably and unconditionally releases and discharges each of Green, her agents, heirs, successors, assigns, attorneys, and any non-public business entity in which she has a controlling interest (“Green Parties”) from any and all claims, debts, obligations, liabilities, and causes of action against the Green Parties, whether known, unknown, suspected, unsuspected, vested or contingent, which has ever existed or is existing at any time up to and including the date of the Parties’ execution of this Stipulation. Notwithstanding the foregoing, nothing contained in this Section 5(a) shall diminish or limit Maraj’s rights and obligations under this Stipulation.

b. **Release by the Green Parties.** The Green Parties hereby irrevocably and unconditionally release and discharge each of the Maraj Parties of and from any and all claims debts, obligations, liabilities, and causes of action against any of the Maraj Parties, whether known, unknown, suspected, unsuspected, vested or contingent, which has ever existed or is existing at any time up to and including the date of the Parties’ execution of this Stipulation. Notwithstanding the foregoing, nothing contained in this Section 5(b) shall diminish or limit Maraj’s rights and obligations under this Stipulation.

6. **MISCELLANEOUS PROVISIONS**

a. Maraj represents and warrants that (a) she has been represented by Judd Burstein in the negotiation and execution of this Stipulation, (b) she is satisfied with Mr. Burstein’s representation of her, (c) Mr. Burstein has answered all of her questions and fully explained her rights and duties under this Stipulation, (d) she is freely and voluntarily entering

into this Stipulation with full knowledge and understanding of its meaning and effect, and not as the product of any threats, coercion or undue pressure.

b. Green represents and warrants that (a) they have been represented by Bobby Samini and Richard Portale in the negotiation and execution of this Stipulation, (b) they are satisfied with Mr. Samini's and Mr. Portale's representation, (c) Mr. Samini and Mr. Portale have answered all of their questions and fully explained their rights and duties under this Stipulation, (d) they are freely and voluntarily entering into this Stipulation with full knowledge and understanding of its meaning and effect, and not as the product of any threats, coercion or undue pressure.

c. This Stipulation constitutes the entire agreement between the Parties, and supersedes any prior agreements, oral or written, between them. Neither party has relied upon any promises or representations other than those set forth herein.

d. This Stipulation may only be modified by a writing executed by both Parties.

e. The prevailing party in any proceeding to enforce this Stipulation shall be entitled to an award of reasonable costs and attorneys' fees.

f. This Stipulation may be executed electronically and in counterpart.

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g. This Court shall retain continuing and exclusive jurisdiction over the enforcement of this Stipulation.

DocuSigned by:

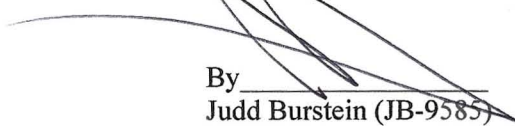
7E3D33284D2C46D...
Onika Tanya Maraj

Marley Green

NOSEY HEAUX LIVE, LLC

JUDD BURSTEIN, P.C.

By _____
Marley Green


By _____
Judd Burstein (JB-9585)
110 East 59th Street
New York, New York 10022
(212) 974-2400
(212) 974-2944 (Fax)
jburstein@burlaw.com
Attorneys for Plaintiff
Onika Tanya Maraj

SAMINI BLOC APC

By _____
Bobby Samini
650 Town Center Drive
Costa Mesa, California 926262
(949) 333-7203
bobby.samini@SaminiLaw.com
Attorneys for Defendants Marley
Green, a/k/a Carol Green, a/k/a
Nosey Heaux and Nosey Heaux Live LLC

SO ORDERED:

Dated: _____

NAOMI R. BUCHWALD
United States District Judge

g. This Court shall retain continuing and exclusive jurisdiction over the enforcement of this Stipulation.

Onika Tanya Maraj

Marley Green
Marley Green

NOSEY HEAUX LIVE, LLC

JUDD BURSTEIN, P.C.

By Marley Green
Marley Green

By _____
Judd Burstein (JB-9585)
110 East 59th Street
New York, New York 10022
(212) 974-2400
(212) 974-2944 (Fax)
jburstein@burlaw.com
Attorneys for Plaintiff
Onika Tanya Maraj

SAMINI BLOCK APC

By Bobby Samini
Bobby Samini
650 Town Center Drive
Costa Mesa, California 926262
(949) 333-7203
bobby.samini@SaminiLaw.com
Attorneys for Defendants Marley
Green, a/k/a Carol Green, a/k/a
Nosey Heaux and Nosey Heaux Live LLC

SO ORDERED:

Dated: 08/02/24

NAOMI R. BUCHWALD
United States District Judge

Signature: 
Marley Green (Aug 2, 2024 13:49 CDT)

Email: marleygreen1984@gmail.com

Signature: *Bobby Samini*

Email: bsamini@saminilaw.com

SO ORDERED.



NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Dated: August 20, 2024
New York, New York