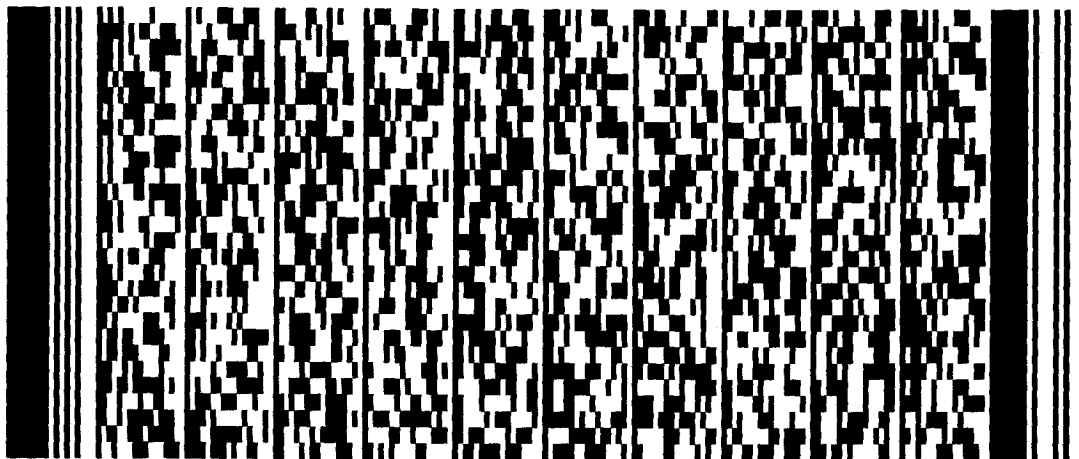


Printed Monday, August 11, 2014, 11:11:32 AM

Matter: 72039: GRIFFIN, GLENN VS. DENIS CONNELL, CHIEF OF POLICE, ET AL.
Signer: HARRISON: Eric Harrison
Client: MUNICIPAL EXCESS: Municipal Excess Liability Fund
Description: Incoming Scanned Mail
Doc. Type: PLEADINGS: Pleadings
SubType: INCOMING: Incoming Mail
Preparer: CATALANO: Lisa Catalano
Application: ACROBAT: Acrobat Reader
Attorney: y
Paralegal: y



THE LAW OFFICES OF
LOUIS A. ZAYAS
A LIMITED LIABILITY COMPANY

8901 Kennedy Boulevard, 5th Floor
North Bergen, N.J. 07047

Tel: (201) 977-2900
Fax: (201) 546-5947

lzayas@zayaslawfirm.com

August 1, 2014

Via E-mail & Regular Mail

Eric L. Harrison, Esq.
Methfessel & Werbel, PC
3 Ethel Road
Suite 300
Edison, NJ 08818

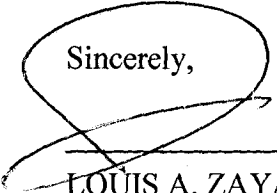
Re: Glenn Griffin v. Denis E. Connell. et. al.
Docket No.: UNN-L-3479-12
Our File No.: 200029

Dear Mr. Harrison:

As you are aware, this Firm represents Glenn Griffin in the above captioned matter. Enclosed please find the signed Settlement Agreement.

Should you have any questions, please do not hesitate to call my office.

Sincerely,



LOUIS A. ZAYAS, ESQ.

LAZ/aa

72039 ELH

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made by Releasor Glenn Griffin (hereinafter referred to as "Griffin" or "Releasor" (includes himself and his legal representatives and agents), for the benefit of Denis E. Connell, in his individual capacity and his official capacity as Chief of Police for Clark Township and Clark Township, its Administrators, Officers, Agents, Employees and Representatives (hereinafter collectively referred to as the "the Chief and the Township") for the following purposes and with reference to the following background.

BACKGROUND

A. Glenn Griffin was employed with the Clark Township and voluntarily retired from such employment; and

B. Glenn Griffin filed a Complaint in the Superior Court of New Jersey Law Division Union County, UNN-L-3479-12 asserting numerous civil rights and tort claims, all of which were ultimately dismissed as to the Township of Clark with the single remaining exception of a claim of defamation against former Chief of Police Denis Connell; and

C. The Chief and the Township have denied, and continue to deny, any and all liability for all the claims asserted by Griffin and deny that the Chief and/or the Township violated any law or engaged in any tortious or otherwise wrongful conduct, or discriminated or retaliated against Glenn Griffin or deprived him of any of his rights in any manner; and

D. The Municipal Excess Liability Joint Insurance Fund, which insures both former Chief Connell and the Township of Clark, has agreed to make a

payment to the Plaintiff in exchange for the release of all claims, including those previously dismissed by the Court; and

E. Griffin is willing to accept such payment on behalf of former Chief Connell by the insurer, notwithstanding the absence of any endorsement of this arrangement, or approval of this settlement, or participation in the settlement negotiations, or approbation of the terms hereof, by the Township of Clark which specifically repudiates the terms of this Settlement and the Settlement funds to be paid hereunder by or on behalf of former Chief Connell, in full and final settlement of any and all of Griffin' claims and potential claims against the Chief and the Township, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the Griffin agrees as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by the Chief or the Township of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by the Chief and/or the Township to Griffin, or of any unlawful or wrongful acts whatsoever by the Chief and/or the Township. The payment hereunder is made by an insurer solely to avoid the inconvenience and cost of litigation and to resolve completely all of Griffin' claims against the Chief and the

Township, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. Griffin agrees to cooperate fully in connection with any steps required to be taken as part of his obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue. Griffin understands that this Release extinguishes any claims or potential claims as to the Chief and the Township, and agrees not to file, revive any claims, or open a lawsuit in any way. Griffin further agrees not to file any other Charges with any state or federal agency against the Chief or the Township and/or any of its current or former employees, agents or administrators.

Griffin further agrees that neither he, nor any person, organization, agency, or other entity on his behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against the Chief and/or the Township, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Griffin understands and agrees that he will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

Griffin further agrees that he will never apply for employment with the Clark Township, whether as a direct employee or as a contractor, at any time in the future.

4. Payment. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, the Municipal Excess Liability Joint Insurance Fund will pay to Griffin a lump sum of Seventy-Five Thousand Dollars (\$75,000.00) within thirty (30) days from the effective date of this Release. The effective date of this Release shall be the date upon which defense counsel receives Griffin's signed and notarized Release, a W-9 form and a child support search report from his attorney.

The payments are made on account of Griffin's non-economic personal injury claims, will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be by check made to Louis A. Zayas, Esq. at the Law Offices of Louis A. Zayas, to be held in trust for Glenn Griffin, and it shall be the responsibility of counsel to distribute Griffin's portion of his settlement proceeds to him.

5. Griffin's Tax Indemnification. Griffin agrees to indemnify and hold the Municipal Excess Liability Joint Insurance Fund, the Chief and the Township harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if he fails to properly pay any taxes to which his settlement may be subject.

6. Full and Complete Settlement. Griffin agrees that the payment described in paragraph 4 will be received by Griffin in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Griffin allegedly arising out of any and all conduct or actions of the Chief and/or the

Township and/or relationship with the Chief and/or the Township, as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Griffin. In consideration for the payment and promises described in paragraph 4, and elsewhere in this Release, Griffin fully releases and forever discharges the Chief and the Township and all of the Township's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein collectively "Released Parties") of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Release, including, but not limited to, any and all Claims of race, gender, sex, age and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including

Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state Family and Medical Leave Acts; Claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Griffin and the Released Parties predating the effective date of this Release; and all Claims for employment, reemployment, or reinstatement of employment to the Township; any and all grievances, or demands for mediation or arbitration, or Claims or demands under the Township's policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court Lawsuit referenced above, including any Claims against any current or former agents or employees of the Township and/or the Chief.

Griffin hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which he has or may have, against the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Release. Griffin understands that he is waiving, releasing and giving up all Claims and rights that he knows about and all Claims and rights that he may not know about. This release does not apply to Claims based on facts occurring after the Effective Date of this Release.

8. Confidentiality. Griffin agrees that the terms, conditions, fact of payment, amount of payment, and underlying facts of the settlement stated in this Release shall be held strictly confidential by him. Griffin further agrees that he shall not describe, characterize or disclose any such information in any manner whatsoever, directly or indirectly, orally or in writing to anyone not a party to this Release, except to the extent required by law or to say, "The matter has been resolved", if asked, and except that Griffin may disclose the terms of this Release to his immediate family, accountants, or financial advisors and attorneys, or when otherwise legally obligated to do so.

9. Liens. It is further understood that as a condition of this Release, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Griffin (herein "Releasor") and/or their Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. Releasor therefore agrees, upon prompt presentation of any such claims and/or liens, to defend the Release Parties against any such claims and/or liens, and to indemnify and hold the Released Parties harmless against any judgment entered against the Released Parties based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Release and Releasor and his Attorney agree to pay all costs, interest and attorneys fees relative to any such lien.

11. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Griffin specifically waives all claims to attorneys' fees, costs, and expenses from the Chief or the Township including all claims for reimbursement to the Chief and the Township or their attorneys, agents, or family members, of any attorneys' fees, costs, and expenses he has incurred or paid, or which were paid on his behalf.

12. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

13. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

14. Griffin 's Certification. Griffin agrees, certifies, acknowledges, and represents: (a) that he has been and is hereby advised in writing to consult with an attorney of his choice and at his expense, prior to signing this Release; (b) that he has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Release thoroughly with his attorney; (c) that his attorney has explained this entire Release to him; (d) that he does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that he shall have and was given at least twenty-one (21) days to consider the terms and conditions of this

Release before signing it; (f) that his waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Griffin decides to sign this Release before the expiration of the 21-day period, Griffin specifically acknowledges that he has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount(s) set forth in paragraph 4 shall be delivered to Louis A. Zayas, Esq. in the foregoing manner: Lawyers Service.

GRIFFIN FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT HE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT HE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HIS ATTORNEY, AND THAT HE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. GRIFFIN ACKNOWLEDGES THAT HE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HIS ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. GRIFFIN FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, HE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

15. Full Knowledge. Griffin further warrants, represents, and agrees that in signing this Release, he does so with full knowledge of any and all rights which he may have with respect to the Chief and the Township, other Released Parties, or the Lawsuit.

16. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

17. Effective Date. The effective date of this Release shall be the date upon which the Township receives Griffin' signed and notarized Release, a W-9 form and a child support search report.

IN WITNESS WHEREOF, and intending to be legally bound, Griffin has executed this Release as of the dates set forth below.

By: Glenn Griffin

By

(Signature)

GLENN GRIFFIN
(Type or Print Name)

Dated:

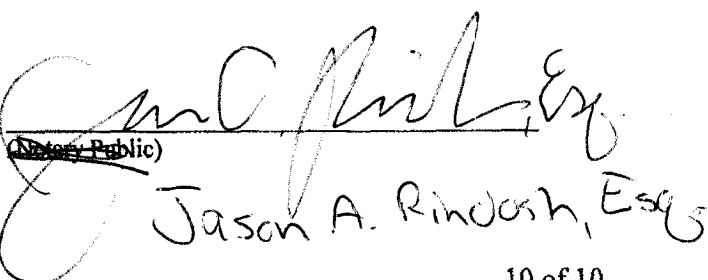
8/1/14

STATE OF NEW JERSEY, COUNTY OF Hudson:

I CERTIFY that on August 1st, 2014, Glenn Griffin personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.


(Notary Public)

(Raised seal)

Jason A. Rindosh, Esq.