

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement"), is entered into this day of October, 2014, by and between the **Borough of Bound Brook** a Municipal Corporation of the State of New Jersey with offices at 230 Hamilton Street, Bound Brook, N.J. 08805 (hereinafter the "Borough") and **JEFFREY DEWAR** and **JENNIFER DEWAR** of [REDACTED] (herein "Dewar" or the "Dewars"). For purposes of this Agreement, the term "Borough" shall mean and include Bound Brook Borough and its past, present and future elected officials, officers, directors, agents, administrators, managers, employees, insurers, independent contractors and benefit plans, and all of their predecessors and successors, and any and all of their respective executors, administrators, successors, assigns, agents and representatives. The term "Dewar" or the "Dewars" shall mean and include Jeffrey Dewar and Jennifer Dewar and any and all of their executors, administrators, successors, assigns, agents and representatives. Jeffrey Dewar, Jennifer Dewar and the Borough are hereinafter jointly referred to as the "Parties." This Agreement constitutes the complete and final settlement of any and all disputes arising from or relating to Jeffrey Dewar's employment with the Borough and any claims or actions Jeffrey Dewar or Jennifer Dewar has brought or could have brought against the Borough.

WHEREAS, On March 28, 2014 the Dewars served upon the Borough a Tort Claim Notice in accordance with N.J.S.A. 59:1-1 et seq, the New Jersey Tort Claims Action (Tort Claim Notice); and,

WHEREAS, the Borough denies all allegations of wrongful conduct in the Tort Claim Notice; and

WHEREAS, the Dewars and the Borough wish to enter into a full and final compromise and settlement of the claims, including any and all claims the Dewars could have raised against the Borough, and any and all of its affiliated entities, employees, agents or representatives, without the necessity of further proceedings.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, it is AGREED as follows:

1. Consideration. The Borough of Bound Brook agrees to pay, and the Dewars agree to accept, the sum of \$30,000.00, inclusive of counsel fees, in full and final settlement of all the Dewars' claims, and any and all disputes arising from or relating to Jeffrey Dewar's employment with the Borough and any claims or actions Jeffrey Dewar or Jennifer Dewar has brought or could have brought against the Borough.

2. Additional Consideration. In addition to the consideration set forth in Paragraph 1 above, the Borough agrees that when promotions to the rank of sergeant are made, it will not skip Jeffrey Dewar to promote another Officer who is rank below

him on the promotion list.

3. **Taxability.** The Dewar's agree that neither the Borough nor the Boroughs' counsel nor their legal counsel have made representations to the Dewars concerning the taxability of the amounts to be paid herewith. It is further understood that in the event a taxing entity ultimately determines that any or all of the foregoing amounts constitute income for which any taxes remain due and owing, the Dewars shall be responsible for the payment of all such taxes and the Dewars will defend, indemnify and hold harmless the Borough and their counsel for any sums the Borough or their counsel may be required to pay with respect to the Agreement.

4. **Compromise of Dispute Claims.** The Parties understand and agree that this is a compromise of disputed claims and that the consideration transferred herein is to compromise any and all disputed claims, and to avoid further litigation. Nothing contained herein shall be construed as an admission of liability by or on behalf of any of the Parties to this Agreement, and any and all such liability being expressly denied.

5. **Waiver and Release of Claims.** As used in this Agreement, the term "Borough" means the Borough of Bound Brook, any subsidiaries, affiliates, divisions, predecessors, successors and/or assigns of the Borough and in their capacities as such, any past, present, and future officers, agents, representatives, attorneys, employees, officers and elected officials of the Borough.

a. The Dewars release and give up any and all claims, demands, damages, causes of action, or suits which have been or could have been brought against the Borough, including those of which the Dewars are not aware and those not mentioned in this Agreement, except for their right to the payments and benefits provided for in this Agreement. This Agreement applies to claims resulting from anything which has happened up to now. The Dewars release and give up any and all claims and rights against the Borough of any nature arising under any federal, state, local or foreign law, including, but not limited to, those not mentioned in this Agreement, those of which the Dewars are not aware, and any claims for or rights to attorneys' fees.

b. The Dewars specifically release any and all claims of retaliation, unlawful discrimination or harassment, including, but not limited to, those based on Dewars' age, sex, race, color, religion, national origin, citizenship, veteran status, sexual orientation, gender orientation, disability, or any other status protected by applicable law. These include, but are not limited to, any and all claims Dewars may have under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. ("Title VII"); the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq. ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. ("ADA"); Section 1981 of the Civil Rights Act of 1866; the SarbanesOxley Act of 2002; the federal Family and Medical Leave Act, 29 U.S.C. §2611 et seq. ("FMLA"); the New Jersey Family Leave Act, N.J.S.A. 34:1113-1 et seq. ("NJFLA"); the

Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq. ("ERISA"); the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. §2101, et seq.; federal and state wage and hour laws; Executive Order .11246; and any other applicable federal, state, foreign or local statute, regulation or ordinance prohibiting discrimination, harassment or retaliation. The Dewars are also releasing any and all other claims and rights they may have against the Borough, including, but not limited to, claims for whistle-blowing, wrongful discharge, breach of contract (express or implied), breach of promise, unjust dismissal, unfair competition, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing, invasion of privacy, defamation, wrongful denial of benefits, intentional and negligent infliction of emotional distress, intentional and negligent misrepresentation, fraud, negligence, any intentional torts, and/or any claims for wages, benefits, compensation, costs, fees, or other expenses, including attorneys' fees.

c. The Dewars are releasing all claims described above arising through the date they sign this Agreement, including those for any injuries or damages suffered at any time after the date they sign this Agreement by reason of the continued effects of alleged retaliatory or defamatory acts or other conduct that occurred prior to the date they sign this Agreement. However, the Dewars are not waiving any claims for any new unlawful acts that may be committed by any Borough employee after the date they sign this agreement

d. This Release is intended by the Parties to be construed to release any and all claims and rights arising on or before the date of the execution of this Agreement to the fullest extent permitted by law.

6. Child Support Certification, The Dewars hereby acknowledge and understand their obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide the Borough with said documentation prior to the the Borough's disbursement of the settlement funds due the Dewars under this Agreement. The Dewars agree that they shall direct their attorney to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to the Borough's counsel. The Dewars further understand and acknowledge that no settlement funds due the Dewars under this Agreement shall be released prior to the receipt of the judgment search certification.

7. Non-Admission of Liability. This Agreement shall not be construed as an admission by any of the Borough of any of the acts or omissions alleged by the Dewars in the Tort Claim Notice, or of any acts or omissions which could have been alleged in those proceedings. The Borough specifically denies any liability whatsoever for any damages, injuries or other claims by the Dewars, or which could be claimed by the Dewars. Conversely, the Dewars, by accepting these benefits, do not admit that their claims were without merit. The Dewars expressly waive any right they may have to recover attorneys' fees or costs from the Borough.

8. No Actions or Proceedings. Other than the Tort Claim Notice, the

Dewars represent that they have no pending lawsuits, charges, administrative proceedings, or other claims of any nature whatsoever against the Borough or any other Releasee in any state or federal court, or before any agency or other administrative body.

9. No Claims Permitted/Covenant Not to Sue. The Dewars waive their rights to file any charge or complaint on Dewars' own behalf and/or participate as a complainant, as a Plaintiff or charging party in any charge or complaint which may be made by any other person or organization on the Dewars' behalf, with respect to any thing which has happened up to the execution of this Agreement before any federal, state or local court administrative agency, including the EEOC and the OCR, against the Borough, except if such waiver is prohibited by law. Should any charge or complaint be filed, Dewars agree that Dewars will not accept any relief or financial recovery therefrom. The Dewars confirms that no such charge, complaint or action currently exists in any forum or form other than the said Tort Claim Notice. The Dewars hereby covenant not to file any charge, complaint or action in any forum or form against the Borough based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by the Dewars or any charge, complaint or action which has been previously filed by the Dewars and was represented to have been withdrawn, same shall be dismissed with prejudice upon presentation of this Agreement.

10. Liens. a. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. The Dewars and the Dewars' counsel warrant that the Dewars are not Medicare beneficiaries as of the date of this Agreement. Because the Dewars are not Medicare recipients as of the date of this Agreement, no conditional payments have been made by Medicare. The Dewars agree that if any claims, suits or liens are asserted against them in connection with injuries or other losses, either under workers' compensation laws, by any provider of medical, dental or hospital services, or by the State of New Jersey, or any governmental body, including welfare boards the Dewars will indemnify and hold the Borough or their agents and their counsel harmless against such claims, suits or liens. Dewars agree to satisfy any liens against the proceeds of the settlement including, but not limited to outstanding medical bills, workers' compensation liens, child support liens, Medicare/Medicaid liens, etc., and agree to indemnify and otherwise hold harmless the Borough from claims arising out of or in connection with said liens.

b. The Dewars agree and represent that they will be responsible for the complete payment and discharge of any and all liens, subrogation claims and statutory rights of reimbursement, of any kind or type whatsoever, arising out of or in connection

with any and all injuries and damages sustained by them or alleged to be sustained by them in the matter being released by this Agreement, including, but not limited to those physicians, hospitals and any and all other medical/health care providers, workers compensation insurance, no fault insurers, health benefit insurers, federal, military hospital and veteran's benefits providers, Medicare, Medicaid and ERISA plan providers.

11. **Attorney's Fees and Costs.** The Dewars agree that they will bear their own costs, expenses and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no amounts other than the payment to be made pursuant to Paragraph 1 of this Agreement shall be sought by or owed to the Dewars or their attorneys by the Borough in connection with this matter.

12. **Who is Bound.** The Dewars and the Borough are bound by this Agreement. Those who succeed to their rights and responsibilities, such as any successors, heirs, executors of the Dewars' estates, or the Dewars' personal representatives are also bound. This Agreement is made for the benefit of the Dewars and the Borough, and all who succeed to their rights and responsibilities, such as any successors and/or assigns.

13. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remaining provisions, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected. However, if the Release by the Dewars contained in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, Dewars agree, promptly upon the request of the Borough, to negotiate a new release that is valid and enforceable. In the absence of a valid, enforceable release by the Dewars, this Agreement shall be null and void and all payments made by the Borough to the Dewars under this Agreement shall be promptly returned to the Borough by the Dewars.

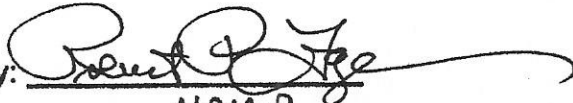
14. **Entire Agreement.** This Agreement, contains the sole and the entire agreement between the Dewars and the Borough, and fully supersedes any and all prior agreements and understandings between the Dewars and the Borough pertaining to the subject matter of the Agreement. The Dewars represent and acknowledge that they have not relied upon any representation or statement by the Borough, or its counsel or representatives, with regard to the subject matter of this Agreement, which is not set forth in this Agreement. No other promises or agreements shall be binding unless in writing, signed by a representative of the Borough and the Dewars, and expressly stated to be a modification of this Agreement.

15. **BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, THE DEWARS STATE THAT:**

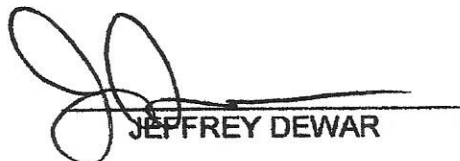
A. **THEY HAVE READ THE SETTLEMENT AGREEMENT AND GENERAL RELEASE;**

- B. THEY HAVE BEEN GIVEN AT LEAST 21 DAYS TO CONSIDER THE TERMS OF THIS RELEASE;
- C. THEY UNDERSTAND AND AGREE THAT THIS SETTLEMENT AGREEMENT SETTLES, BARS AND WAIVES ANY AND ALL CLAIMS THAT THEY, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, FIDUCIARIES, SUCCESSORS AND ASSIGNS HAVE OR COULD POSSIBLY HAVE AGAINST THE BOROUGH AS OF THE DATE OF THE EXECUTION OF THIS AGREEMENT;
- D. DEWARS AGREE WITH EVERYTHING IN THE SETTLEMENT AGREEMENT AND GENERAL RELEASE;
- E. THEIR ATTORNEY, GINA MENDOLA LONGARZO, ESQ., NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH THEIR KNOWLEDGE AND CONSENT;
- F. THEY CONSULTED WITH THEIR ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE; AND
- G. THEY HAVE SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

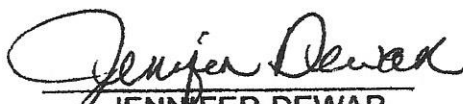
Borough of Bound Brook

By:  11-26-14
MAYOR

Dated 11-1, 2014


JEFFREY DEWAR

Dated: _____, 2014


JENNIFER DEWAR

Dated: 11-1, 2014

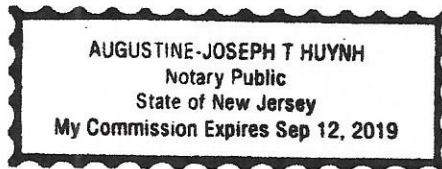
STATE OF NEW JERSEY:

COUNTY OF *Somerset*

I hereby state that Jeffrey Dewar and Jennifer Dewar personally came before me and executed the within Settlement Agreement and General Release in my presence.



Notary Public



Date: *November 1, 2014*