

BRADLEY D. BILLHIMER
Ocean County Prosecutor

ANTHONY U. CARRINGTON
Chief of Detectives



MICHAEL T. NOLAN, JR.
First Assistant Prosecutor

ROBERT J. ARMSTRONG
Deputy First Assistant Prosecutor

OFFICE OF THE PROSECUTOR

Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
732-929-2027
www.OCPONJ.gov

August 12, 2022

John Paff

Via OPRA Machine: opra+request-34378-d0e0fb9b@requests.opramachine.com

Re: Open Public Records Act (OPRA) Request
Steven Mecka v. Coronato, Docket OCN-L-1740-16

Dear Mr. Paff:

Enclosed please find the documents pursuant to your request made under the New Jersey Open Public Records Act (OPRA).

If I can be of further assistance, please contact me at 732-929-2027, x3135.

Yours very truly,

Dina R. Khajezadeh

Dina R. Khajezadeh
Assistant Prosecutor

DRK/dp

Enclosures

Prestia , Donna

From: Khajezadeh, Dina
Sent: Wednesday, August 3, 2022 10:51 PM
To: Prestia , Donna; Carey, Erin
Subject: FW: [EXTERNAL] OPRA request - Civil Complaint, Settlement Agreement (20220803-5.txt)

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: John Paff <opra+request-34378-d0e0fb9b@requests.opramachine.com>
Date: 8/3/22 6:55 PM (GMT-08:00)
To: "Khajezadeh, Dina" <DKhajezadeh@co.ocean.nj.us>
Subject: [EXTERNAL] OPRA request - Civil Complaint, Settlement Agreement (20220803-5.txt)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Please accept this as my request for government records under both OPRA and the common law right of access. Thank you very much for your commitment to transparent government.

RECORDS REQUESTED:

1. Most recently amended complaint in the civil case of Steven Mecka v. Coronato, Docket No. OCN-L-1740-16. If the complaint has not been amended, please send the original complaint.

2. Settlement Agreement or release that resolved Mecka's complaint.

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-34378-d0e0fb9b@requests.opramachine.com

Is DKhajezadeh@co.ocean.nj.us the wrong address for OPRA requests to Ocean County Prosecutor's Office? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=ocean_county_prosecutors_office

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RECEIVED APR 12 2017

George J Cotz, Esq # 010711974
47 S Franklin Turnpike
Ramsey, NJ 07446
201-327-0900
Attorney for Plaintiff

Steven Mecka,
Plaintiff

VS

Joseph Coronato, Glenn
Miller, et als

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO: MON- L- 1740-16

CIVIL ACTION

Second Amended
Complaint

Plaintiff, Steven Mecka, complaining of Defendants says:

1. Plaintiff is a resident of Ocean County, New Jersey. On information and belief, all Defendants are resident in Ocean County, New Jersey.
2. In 2004, Plaintiff was hired into the position of Investigator/Detective in the Office of the Ocean County Prosecutor ("OCPO"). The OCPO is not a civil service employer, and this was not a civil service position.
3. On information and belief, Plaintiff's hire had to be formally approved by the Ocean County Board of Chosen Freeholders.
4. Upon being hired into the OCPO Plaintiff became an employee of Defendant Ocean County.
5. Marlene Ford was the former Ocean County Prosecutor ("OCP"), and held that

position at all times relevant until ca. March 2013. Defendant Joseph Coronato is the incumbent OCP, and has been since March 2013.

6. Defendants Vincent Petrecca, Joseph Mitchell and Vincent Frulio are senior officers of the OCPO and have, or had, supervisory authority over Plaintiff at relevant times.

7. Defendants Michel Paulhus and John Corson, Jr are senior attorneys on the staff of the OCPO with supervisory authority over Plaintiff and Defendants Petrecca, Mitchell and Frulio.

8. Defendant Glenn Miller is Chief of Detectives in the OCPO, and the senior officer on the Detective Staff that is attached to the OCPO.

9. Defendant Ocean County is a municipal corporation of the State of New Jersey.

10. All individual Defendants were, at all times relevant, employees, agents and officers of Defendant Ocean County.

11. The OCPO is accredited by Commission on the Accreditation of Law Enforcement Agencies ("CALEA"). Under CALEA standard 2.3.1, adopted by the OCPO by SOP 2:18 on May 17, 2012 all promotions are to be in compliance with the standards used by the New Jersey State Association of Chiefs of Police ("NJASCOP").

12. Plaintiff has suffered adverse employment actions as a result of being a conscientious employee, most recently being passed over for promotion and/or denied a transfer to a more appropriate unit, and has been subjected to arbitrary and pretextual discipline, all as a result of several similar acts of objecting to , resisting and reporting misconduct within the OCPO; and reporting and seeking to prosecute criminal activity by public officials, and all contrary to NJSA 34: 19-1, et seq ("CEPA").

13. The decisions prior to April 2015 which were punitive and retaliatory were part of a continuing pattern, practice, policy, custom and usage within the OCPO which created a hostile environment for Plaintiff as a conscientious employee.

14. Plaintiff's difficulties primarily originate from his interactions with a superior, Defendant Vincent Petrecca. There has been conflict and discord between Plaintiff and Defendant Petrecca going back to at least 2006.

15. In or about 2007, Defendant Charles Kuyl became Chief of Detectives within the OCPO. Kuyl is commonly known to be Defendant Petrecca's godfather, having served in the NJSP with Defendant Petrecca's father and uncle. He served in that position until 2013.

16. From August 10, 2010 until January 19, 2011, Plaintiff was assigned to the IA Unit under Sgt Kim Trujillo, Defendant [then] Lieutenant Petrecca, and Defendant Captain Mitchell. Among Plaintiff's duties in that position was the investigation of official misconduct by public officials in Ocean County.

17. In about September 2010, Defendant Petrecca, who is actively involved in Democratic politics, instructed Plaintiff and Sgt Trujillo, to "go after" Republicans, particularly Ocean County Republican leader George Gilmore, Esq., Freeholder Jack Kelly, Assemblyman Brian Rumph; LEHT Mayor Raymond Gormley, John Kehm, and Toms River Mayor (and former OCP) Thomas Kelahar and Assistant Township Administrator Daniel Mahoney, regardless of the absence of any probable cause.

18. Plaintiff objected to the orders of Defendant Petrecca in this regard, and verbally complained to Defendants Mitchell and Kuyl, both of whom warned him that he was endangering his career and his livelihood.

19. Throughout the rest of 2010, Plaintiff kept asking Defendant Mitchell about the

"IA investigation" of Petrecca, as he [Plaintiff] was never interviewed by anyone.

20. At that time also, the Ocean County Prosecutor's Office had designated Plaintiff as the lead Detective responsible for investigating political corruption cases against various present and former LEHT officials. He was investigating allegations of fraud, official misconduct, theft, quid pro quo, land deals, MUA improvements, vehicle transfers and purchases, township contracts / awards, bid rigging, extortion, drugs, police misconduct, and more, all arising in Little Egg Harbor.

21. On December 16, 2010 Plaintiff reported to Sgt Trujillo-Tovar; concerning corruption in Little Egg Harbor and the implication of un-named OCPO staff; the next day Defendant Mitchell re-assigned him from public corruption investigations.

22. Plaintiff was transferred to Trial/ Grand Jury Unit on December 17, 2010 . That assignment was well known as a punishment assignment for experienced officers who had angered senior officers.

23. From Trial/Grand Jury Plaintiff was transferred to Domestic Violence (DV) on October 28, 2011. This unit was under the supervision of Defendant Frulio, Lt. Colleen Lynch and Sgt. Robert Abrams.

24. Shortly after joining the DV unit, Plaintiff had a confrontation with Defendant Frulio relating to Frulio's personal relationship with a case that the OCPO was prosecuting. Plaintiff was transferred immediately to the DV/ Weapon Return Unit.

25. In or about May 2012, Defendant Frulio addressed Plaintiff's unit regarding the health issues then afflicting Sgt Abrams, and all members of the DV Unit were instructed to continue what was already the practice of signing him in at work when he was actually absent due to medical issues. Defendant Frulio announced "if anyone has a problem with this, they'll answer to me and the Chief" [Defendant Kuy]. AP Cunningham was with Defendant Frulio when he made these threats. Plaintiff refused to participate in this scheme,

and reported it to Defendant Kuyl. Defendant Kuyl said to Plaintiff "Why do you want to do this [report the cover-up of Abrams' absences]. It will destroy our office."

26. In March, 2013, Defendant Coronato was appointed as the new OCP.

27. In or about June 2013, Kuyl met with Plaintiff and instructed him to start working with the FBI Special Task Force in Red Bank, investigating official corruption.

28. In or about September 2013, Plaintiff was contacted by Defendant Miller and advised that his assignment with the FBI would become part time and would require him to return to his previous assignment with DV Weapons Unit under Sgt Cecchini.

29. While assigned to the FBI, Plaintiff submitted detailed, written reports about the misconduct and criminal activity in the OCPO, and about official misconduct in various County and municipal offices which he had discovered in the past years.

30. Sometime before September 2013 a DV complaint was lodged against Jackson Police Dept Chief Mathew Kunz, and, by operation of law, his weapons were confiscated. By statute, such weapons cannot be returned to the owner until there has been a hearing, on notice to the victim. On or about September 3, 2013 Defendants Mitchell and Petrecca ordered Sgt. Nahrwood to return Chief Kunz' guns to him, without notice to the victim, and prior to any hearing. After he returned to the DV unit, following his temporary assignment to the FBI, in the course of his duties in Plaintiff learned of these events relating to Chief Kunz, and on several dates in October 2014 Plaintiff sent e-mails to his superior, Sgt. Cecchini, objecting to this; his superior, Lt Lynch and Sgt Cecchini, told him that Defendants Frulio, Miller and Corson, were furious about his objections, and threatened Plaintiff with a charge of insubordination. This further contributed to the hostility towards him from Defendants Frulio, Miller and Corson.

31. Upon return from the FBI assignment Plaintiff approached Chief Miller advising him of the misconducts he had witnessed and harassment he had been subjected to. Plaintiff

expressed concerns over having been assigned to the FBI by Prosecutor Coronato to assist with investigations into OCPO Staff, Freeholder Kelly and others believing that the FBI investigations would not be pursued, OCPO Staff would not be held accountable and the Plaintiff would be subjected to additional harassment for assisting the FBI with the investigations.

32. Lt Lynch later directed Plaintiff to put all of his complaints in writing to Defendant Frulio, telling him that these had to go through the chain of command even though some of his complaints related to Defendant Frulio. Plaintiff feared retaliation and mishandling information and complaints if providing Frulio with a detailed memo enumerating concerns of official misconduct and/or criminal behavior on the parts of former Prosecutor Ford, Defendants Kuyl, Paulhus, Frulio, Mitchell and Petrecca, Sr AP Cunningham, and others.

33. In December 2013, Plaintiff gave a lengthy, detailed, written report, complaining of illegal and improper conduct by other employees of the OCPO, and describing many instances of public corruption that had gone unprosecuted by the OCPO. Much of this had been reported to the FBI several months earlier.

34. At Plaintiff's insistence, Defendants Miller and Coronato referred his complaints about Petrecca and others to the Division of Criminal Justice ("DCJ") in Trenton in December 2013. Plaintiff was summoned there for a single, taped interview with Sgt Tracy Keller and a male detective. They refused to accept any documents which Plaintiff offered, and said that they would schedule a second, longer interview where they would finish hearing his statement. Such a second interview never took place.

35. On May 29, 2014, Defendants Coronato, Corson and Miller told Plaintiff that his complaints to the DCJ had been fully investigated and found to be "Not sustained". Plaintiff questioned how such disposition could have been established without completing his statement, accepting his documentary evidence, and interviewing the witnesses who he identified. At that same meeting, Defendant Coronato advised Plaintiff and Det Fiocco that

he had made an executive decision not to investigate any issue regarding Sgt Abrams being signed into work when he was absent. Coronato said the situation was a disaster, nothing good would come of it for the office and questioned Plaintiff if he really wanted Coronato to hold a former Prosecutor (by then, a Superior Court Judge) and most of his executive staff accountable for such actions. Coronato suggested that he would have to clear out the office and would have no one left.

36. On three occasions in 2014, Plaintiff was passed over for promotion.

37. In 2015 Sgt Cecchini was transferred to the Megan's Law Unit and Sgt Trujillo was transferred to DV to supervise the Plaintiff.

38. On April 13, 2015, Plaintiff was assigned to attend a training session at the OCPO Range in Waretown. Part of the training was to rehearse how to extricate a suspect from an automobile. Sgt Steinhauer played the role of a suspect, and Plaintiff was instructed to extricate him from behind the wheel of an automobile. In doing so, Steinhauer assaulted Plaintiff. Plaintiff complained of Steinhauer's conduct and requested action be taken. The Plaintiffs complaints regarding the Waretown incident were against Steinhauer and other OCPO Firearms Instructors for not taking action when the Plaintiff was assaulted. The OCPO acknowledged that the Plaintiffs complaints involved more than Steinhauer but failed to identify other Firearms Instructors as Targets of Investigation, and did not investigate each accordingly. The Plaintiff requested that the IA complaints be conducted by the DCJ due to the conflict of interest. The Plaintiffs requests were denied each time. The disposition by OCPO IA was "Unfounded".

39. Thereafter, Plaintiff was falsely accused of injuring Steinhauer, and of being overly aggressive.

40. At the time, Plaintiff was aware of how OCPO Detective Leah Kapler, who had also registered complaints against Petrecca which were never documented or investigated, was assaulted and permanently injured under similar circumstances in 2013.

41. On August 31, 2015, Plaintiff received disciplinary charges arising from the April 2015, incident; which charges were pretextual and retaliatory.
42. On various dates in 2015 and 2016, Plaintiff was passed over for promotion. These decisions were punitive and retaliatory.
43. On June 20, 2016 Hon. O'Brien J.S.C. (Retired) issued his report, finding Plaintiff guilty of misconduct.
44. On June 21, 2016, Defendant Coronato suspended Plaintiff with pay.
45. On June 30, 2016 Defendant Coronato terminated Plaintiff.

FIRST COUNT

46. In passing Plaintiff over for promotion to Sergeant on various occasions in 2015 and 2016, Defendant Ocean County acting through Defendants Coronato and Miller retaliated against him for objecting to, resisting and reporting in writing the misconduct of Defendants Petrecca, Frulio, Mitchell, Paulhus, various public officials and others, in the summer of 2013 to the FBI and in December 2013 to Coronato and Miller, and/or objecting in writing to the return of Chief Kunz' weapons in October 2014, and/or for his numerous verbal reports of misconduct and illegal activity, all contrary to NJSA 34: 19-1, et seq
47. Passing Plaintiff over for promotion was an adverse employment action, which damaged Plaintiff.

WHEREFORE, Plaintiff demands judgment on this Count against Defendants Coronato, Miller and County of Ocean for compensatory damages, punitive damages, injunctive relief, costs of suit and reasonable attorney fees.

SECOND COUNT

48. In bringing pretextual and fabricated disciplinary charges against Plaintiff on August 31, 2015, Defendant Ocean County acting through Defendants Coronato and Miller retaliated against him for objecting to, resisting and reporting in writing the misconduct of Defendants Petrecca, Frulio, Mitchell, Paulhus, various public officials and others, in the summer of 2013 to the FBI and in December 2013 to Coronato and Miller, and/or objecting in writing to the return of Chief Kunz' weapons in October 2014, and/or for his numerous verbal reports of misconduct and illegal activity, all contrary to NJSA 34:19-1, et seq.

49. Bringing the disciplinary charges was an adverse employment action, which damaged Plaintiff.

WHEREFORE, Plaintiff demands judgment on this Count against Defendant Coronato, Miller and County of Ocean for compensatory damages, punitive damages, injunctive relief, costs of suit and reasonable attorney fees.

THIRD COUNT

50. All of the individual Defendants were, at all times, agents, officers and employees of Defendant County of Ocean for purposes of employee supervision and administration.

51. Defendant County of Ocean has respondeat superior liability for all acts of each of the individual Defendants

WHEREFORE, Plaintiff demands judgment on this Count against Defendant County of Ocean for compensatory damages, punitive damages, injunctive relief, costs of suit and reasonable attorney fees.

FOURTH COUNT

52. In repeatedly denying Plaintiff promotions, transferring Plaintiff out of the SIU and into Grand Jury / Trial in January 2011, ignoring his repeated complaints of harassment and retaliation, Defendant Ocean County, acting through Defendants Coronato and Miller

retaliated against him for objecting to, resisting and reporting in writing the misconduct of Defendants Petrecca, Frulio, Mitchell, Paulhus, various public officials and others, in December 2013 and/or objecting in writing to the return of Chief Kunz' weapons in October 2014, and/or for his numerous verbal reports of misconduct and illegal activity, all contrary to NJSA 34: 19-1, et seq

53. This action was part of a continuing violation of NJSA 34: 19-1, et seq against Plaintiff for objecting to, resisting and reporting efforts to abuse the powers of the OCPO by targeting people, without cause and solely because of their political affiliation, and for concealing criminal activity on the part of OCPO and other local police personnel.

54. This was part of a pattern, practice, custom and usage within the OCPO, that was so widespread and known to be an official policy, of concealing the criminal activity of politically influential individuals and police personnel, including but not limited to OCPO personnel.

55. The retaliation against Plaintiff from and after January 2011 for his objections and resistance to this conduct created a hostile environment for Plaintiff that has continued to the present day.

56. Being compelled to work in a hostile environment is an adverse employment action, which damaged Plaintiff.

WHEREFORE, Plaintiff demands judgment on this Count against Defendants Coronato, Miller, Petrecca, Frulio, Paulhus, Kuyl, Corson and County of Ocean for compensatory damages, punitive damages, injunctive relief, costs of suit and reasonable attorney fees.

FIFTH COUNT

57. Defendants Coronato, Miller, Petrecca, Frulio, Paulhus, Kuyl and Corson, or some of them, aided and abetted each other in retaliating against Plaintiff, and creating a hostile environment, for objecting to, resisting and reporting in writing the misconduct of Petrecca, Frulio, Mitchell, Paulhus, various public officials and others in December 2013 and/or objecting to the return of Chief Kunz' weapons in October 2014, and/or for his numerous verbal reports of misconduct and illegal activity, all contrary to NJSA 34:19-1, et seq.

WHEREFORE, Plaintiff demands judgment on this Count against all Defendants, jointly and severally, for compensatory damages, punitive damages, interest and costs of suit.

SIXTH COUNT

58. Plaintiff reasserts and realleges each and every previous paragraph as if fully set forth and reiterated herein.

59. Plaintiff is a member or officer of a New Jersey Police Department wherein Title 11A (Civil Service) of the New Jersey statutes is not in operation.

60. N.J.S.A. 40A:14-150 and/or NJSA 2A:157-10 and 2A:157-10.1 provide for review of a police officer's termination by the Superior Court. As per the statute, the police officer must serve a written notice of an application for appeal upon the officer or board whose action is to be reviewed within 10 days after written notice of the sustaining of the charges is served on the officer or member.

61. N.J.S.A. 40A:150 and 2A:157-10.1 mandates that the Superior Court shall hear the cause de novo and may either affirm, reverse or modify such conviction.

62. In a letter dated June 30, 2016 and served on Plaintiff (by FAX to his attorney) on June 30, 2016, Defendant Coronato advised him that he was terminating Plaintiff's employment as an OCPO detective.

63. On July 8, 2016, by way of filing the within Complaint, on copy to Defendants, Plaintiff herein is serving written notice of his application for appeal to the Superior Court.

64. Plaintiff requests a trial de novo by the Superior Court with respect to his disciplinary charges.

WHEREFORE, Plaintiff demands judgment on this Count against Defendants as

follows:

a. Awarding Plaintiff damages, including, but not limited to, equitable, punitive and compensatory damages on all lost benefits, wages and rights, including but not limited to front and back pay, as well as all commensurate pension/retirement benefits, and other benefits with respect to Plaintiff's employment, and non-economic damages for emotional distress, any statutory fines, compensation for the adverse tax consequences of a lump sum award, together with both pre-judgment and post judgment interest and attorneys' fees and costs, as well as any enhancements pursuant to the case law, and costs of court;

b. Awarding Plaintiff reinstatement to his former position as a detective with OCPO with all requisite salary, seniority, pension/retirement benefits and other benefits with regard thereto;

c. For an Order of the Court retaining jurisdiction over this action until Defendants have fully complied with the Orders of this Court, and that the Court require Defendants to file such reports as may be necessary to supervise such compliance; and

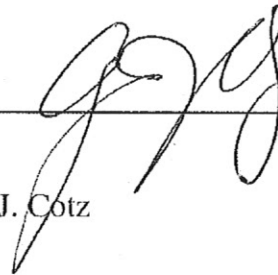
d. For such other, further, additional and different relief as this Court deems just and proper.

Dated: April 7, 2017

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues involved herein.

Dated: April 7, 2017



George J. Cotz

Attorney for Plaintiff

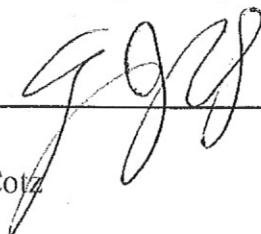
CERTIFICATION PURSUANT TO R. 4:5-1

The matter in controversy is not the subject of any other pending action before any

Court. No other action or arbitration proceeding is contemplated. There are no other parties to be joined in this action at the present time.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the said statements made by me are willfully false, I am subject to punishment.

Dated: April 2017



George J. Cotz

Proof of Service

I hereby certify that the original of this pleading was filed with the Clerk of the

Superior Court, Law Division, Monmouth County by mailing same to that office at 77 Monument Park, Freehold, NJ 07 by regular mail on this 7th day of April, 2016; and by sending a copy via regular mail to Mary Jane Lidaka, attorney for Defendants at Berry, Sraahdnik, Kotzas & Benson, PO Box 757, Toms River, NJ 08754 by regular mail this 7th day of April, 2017.

George J Cotz

A handwritten signature in black ink, appearing to be 'GJC', is written over a horizontal line.

SETTLEMENT AGREEMENT AND COMPLETE RELEASE

This Settlement Agreement and Complete Release ("Agreement") is entered into this 31 day of March, 2022, and is by and between the Ocean County Prosecutor's Office ("Prosecutor"); its Funding Agent, the County of Ocean ("County"); and Steve Mecka ("Mecka" or "Employee").

RECITALS

WHEREAS, Mecka was employed as a sworn County Investigator / Detective by the Ocean County Prosecutor; and,

WHEREAS, the Ocean County Prosecutor terminated Mecka's employment as of July 1, 2016; and

WHEREAS, Mecka, pursuant to his statutory right, filed an appeal of the termination; and

WHEREAS, Mecka has also filed a lawsuit docketed as MON-L-1740-16 pursuant to the Conscientious Employee's Protection Act against the County of Ocean;

WHEREAS, Mecka, while not admitting to any misconduct, agrees that it is appropriate to resign from his employment as a sworn County Investigator/ Detective rather than proceed with the pending litigation; and,

WHEREAS, County of Ocean, while not admitting to any misconduct, agrees that it is appropriate to resolve the issues with Mecka rather than proceed with the pending litigation; and,

WHEREAS, the parties have now reached a full and fair resolution to this matter as well as all other outstanding issues involving Mecka's employment, which will allow Mecka to conclude his service to the County on mutually agreeable terms and without the need to proceed to a trial, and now wish to memorialize the terms of this resolution via this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the adequacy of which is hereby acknowledged, the Prosecutor, the County and Mecka hereby agree as follows:

1. GENERAL RESIGNATION OF STEVEV MECKA; TERMS AND CONDITIONS.

The Prosecutor, County and Mecka agree as follows:

- a. Mecka agrees that his execution of this Agreement shall represent his irrevocable resignation from employment with the Prosecutor, effective Sunday, July 1, 2018. No further documents shall need to be executed in order to effectuate Mecka's resignation.
- b. Mecka agrees that after his separation from service pursuant to the Agreement, he will not be eligible for any future employment with Prosecutor, County or any of the County's agencies or instrumentalities (as those terms are defined by New Jersey law), and will not apply for any such employment. However, this provision is not intended to limit in any way Mecka's ability to seek either public or private employment other than with the County or its agencies or instrumentalities.
- c. The Prosecutor agrees to the termination date set forth in this agreement and agrees to rescind any prior charges filed and any prior termination of employment. The parties specifically recognize that by submitting his resignation, Mecka is not admitting to any misconduct whatsoever relating to his County employment.
- d. Mecka affirms that the County's agreement to accept his resignation in lieu of continuation of the legal proceedings, along with the other benefits contained in this Agreement, is good and sufficient consideration for his execution of the Agreement.

e. If he has not already done so, Mecka shall immediately return all property or equipment of the County in his possession, including, but not limited to, any keys, access cards, or County identification.

f. The County shall bear its own costs and expenses with respect to the events, information or disputes giving rise to this matter, as well as the negotiation and execution of this Agreement. The County agrees to pay to the Bankruptcy Trustee the sum of \$150,000.00, representing attorney fees in this matter incurred on behalf of Mecka. This payment is to be made within thirty (30) days of the County's receipt of settlement approval by the United States Bankruptcy Court.

g. The County will pay Mecka for the period of July 1, 2016, to July 1, 2018, in accordance with the salary guide for the relevant time periods. The gross pay for that time period is \$213,270.74, from which plaintiff's required pension contribution in the amount of \$21,287.15 will be deducted. The net check payable to Mecka will be in the amount of \$191,983.59, minus any additional required withholding taxes. This payment is to be made within thirty (30) days of the County's receipt of settlement approval by the United States Bankruptcy Court. The County will issue a W-2 for the gross amount at the time required by law.

h. Mecka will take a regular retirement as of July 1, 2018. The Plaintiff will make application to N.J. Division of Pensions and Benefits for retirement, and the County will provide any information requested by the Division of Pensions.

i. Mecka will retire in good standing with a retirement badge. The County and/or Prosecutor will execute any forms which Mecka needs to be completed for any application to carry a weapon. The County and Prosecutor make no representation as to

Mecka's eligibility. The retirement badge will be issued within sixty (60) days of the County's receipt of settlement approval by the United States Bankruptcy Court.

j. The County will advise PFRS that Mecka has been reinstated as of July 1, 2016, in order for Mecka to be advised regarding a pension loan.

k. The County will pay the Bankruptcy Trustee \$86,729.26 representing a payment for emotional distress. This payment is to be made within thirty (30) days of the County's receipt of settlement approval by the United States Bankruptcy Court. The County will issue a 1099 in this amount to the Bankruptcy Trustee at the time required by law.

l. The total payment made to or on behalf of Mecka is \$450,000, representing \$213,270.74 in salary, \$86,729.26 in emotional distress and \$150,000 in attorney fees.

m. The County of Ocean will remit to the Division of Pensions any required sum as its share of the pension contribution. In addition, the County will remit the sum of \$21,327.84, or such other sum as required by the Division of Pensions, deducted from plaintiff's salary for the time covered by this agreement to the Division of Pension.

n. The County acknowledges that Mecka falls within an exception to the contractual requirement of serving with the County for fifteen years to be entitled to lifetime medical and prescription benefits (hereafter, "medical benefits" or "health benefits"). The County makes no representation as to the number of years of employment Mecka had prior to starting work with the County. If Mecka qualifies for life time health benefits for the total number of years, the County will agree to pay lifetime health benefits for the plaintiff and his family as it would any other retiree from the Ocean County Prosecutor's Office. Mecka must have 25 years of pensionable service as of the July 1, 2018, retirement date to be eligible for health benefits upon retirement. Mecka shall be

responsible for any contribution amount toward his medical benefits as would any other retiree.

2. **COMPLETE RELEASE AND RELINQUISHMENT OF CLAIMS.**

In consideration of the settlement hereinabove, and to the fullest extent permissible by law, Mecka, along with his successors, assigns, heirs, representatives and estates (collectively, "Releasor"), agrees to irrevocably and unconditionally relinquish any and all causes of Action, demands or claims, including claims for attorney's fees and costs, Releasor had, has or may have from the beginning of time up to the date this Agreement is executed against the County of Ocean, the Ocean County Prosecutor's Office, all named defendants in the matter docketed as MON-L-1740-16 and all of their elected and appointed officials, officers, agents, employees, agencies and instrumentalities (collectively, "Releasees"), regardless of whether such claims are presently known or unknown to Releasor. This full and unconditional relinquishment and release of claims includes, but is not limited to, any causes of action, demands or claims relating in any way to Mecka's employment with the County, including the events, information or disputes giving rise to this matter, or the Agreement.

This full and unconditional release also specifically includes, but is not limited to, matters arising at common law, such as breach of contract, expressed or implied, promissory estoppel, wrongful discharge, tortious interference with contractual rights, infliction of emotional distress, defamation and any other common-law tort.

This full and unconditional release also specifically includes, but is not limited to, matters arising under federal, state or local laws, statutes, regulations, ordinances, orders or policies, including, but not limited to, the United States Constitution, the federal Fair

Labor Standards Act, the federal Employee Retirement Income Security Act of 1974 (ERISA), the federal Family and Medical Leave Act (FMLA), the federal Equal Pay Act, the federal Civil Rights Act of 1866, Title VII of the federal Civil Rights Act of 1964, the federal Civil Rights Act of 1991, the federal Age Discrimination and Employment Act (ADEA), the federal Older Workers Benefit Protection Act (OWBPA), the federal Rehabilitation Act of 1973, the federal Americans With Disabilities Act (ADA), the New Jersey Constitution, the New Jersey Conscientious Employee Protection Act (CEPA), the New Jersey Law Against Discrimination (NJLAD), the New Jersey Family Leave Act, and the New Jersey Civil Rights Act.

This full and unconditional release also specifically includes, but is not limited to, claims for reemployment by contract or recall rights, compensatory damages, punitive damages, reinstatement, back pay, overtime compensation, back benefits, back emoluments, seniority credit, attorneys' fees, equitable relief, or any other relief.

Nothing in this release shall apply to any vested benefits or any claim to determine or enforce rights with respect to said benefits, nor with respect to any claim filed under the New Jersey Workers Compensation Act.

3. **OLDER WORKERS BENEFIT PROTECTION ACT REVOCATION PERIOD.**

This Agreement is intended to comply with the federal Older Workers Benefit Protection Act (OWBPA), and Mecka acknowledges he specifically is waiving rights and claims under the OWBPA. Therefore, this Agreement and Release shall not be effective nor shall any payments hereunder be made, until the expiration of the seven (7) day revocation period set forth in the OWBPA.

4. **ACKNOWLEDGEMENT.**

The parties agree and acknowledge that this Agreement shall resolve all issues relating to Mecka's employment and related to the lawsuit docketed as MON-L-1740-16, that all parties have had the right and opportunity to discuss all aspects of this Agreement with their respective legal counsel prior to entering into it and have availed themselves of this right, that all parties have carefully read and fully understand all of the provisions of this Agreement, and that all parties are entering into this Agreement knowingly and voluntarily in exchange for good and valuable consideration.

5. **LEGAL REPRESENTATION.**

Mecka acknowledges that he has been fully advised by his legal counsel of his options in this matter, including his right to contest any formal disciplinary action brought against him in the manner established by state law. Understanding the foregoing, Mecka certifies that (1) he is satisfied with the representation his legal counsel has provided him in this matter, (2) his legal counsel has not made any representations concerning the terms or effects of this Agreement other than those contained herein; and (3) he has been advised by his legal counsel that by entering into the Agreement, he is irrevocably giving up his right to contest any formal disciplinary action brought against him in the manner established by state law. Mecka has informed his legal counsel that with these understandings, he agrees to resign his County employment.

6. **GOVERNING LAW AND FORUM.**

The parties agree that the laws of the State of New Jersey shall govern this Agreement and Release and the parties will submit to the jurisdiction of the state and/or federal courts located within the State of New Jersey for the resolution of any dispute that may arise hereunder.

7. HEADINGS.

The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8. SEVERABILITY CLAUSE.

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

9. AMBIGUITIES.

Each party and their designated representatives have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10. MODIFICATIONS TO BE IN WRITING.

The parties agree that this Agreement and Release may not be altered, amended, modified, superseded, canceled or terminated except in writing and duly executed by all the parties, or their attorneys on their behalf, which makes specific reference to this provision.

11. ENTIRE UNDERSTANDING.

This Agreement and Release sets forth the entire understanding between Mecka, the Prosecutor, and the County, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter thereof, if any.

12. **NON-ADMISSION.**

Except for the assessment of Mecka's employment record in any subsequent employment matter involving the County (or any of its elected and appointed officials, officers, agents, employees, agencies and instrumentalities) as a party, nothing in this Agreement shall be construed as an admission by any party that any action taken was unlawful or wrongful, or that any action constituted a breach of contract or violated any federal, state, or local law, policy, rule or regulation.

13. **AGREEMENT NON-PRECEDENTIAL.**

The parties agree that this Agreement shall be non-precedential, is limited to specific, unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other employee of the Prosecutor or County.

14. **NON-DISPARAGEMENT.**

a. Mecka agrees that, unless required by legal process or applicable law, he (i) will not say anything to any person or entity that disparages or defames the County, or any of its elected or appointed officials, officers, employees, agents, agencies or instrumentalities; (ii) will not advise or encourage any person or entity to bring a claim against the County, or any of its elected or appointed officials, officers, employees, agents, agencies or instrumentalities; and (iii) will not assist any person or entity in connection with any such claim unless required to do so by law. Neither this provision nor anything else in the Agreement shall be construed to prohibit Mecka from reporting

conduct to, providing truthful information to or participating in any investigation or proceeding conducted by any federal or state government agency, including, but not limited to, the EEOC or NJDCR.

b. The County agrees that, unless required by legal process or applicable law, or unless the parties mutually agree otherwise, if it is contacted by any person or entity regarding Mecka's employment with the County, including, but not limited to, a request for a job or other reference, it will only confirm the information required to be made public by the New Jersey Open Public Records Act ("OPRA"), more specifically, Mecka's title, position, salary, payroll record, length of service, date of separation, the amount and type of any pension received, and that Mecka resigned from his County employment in good standing.

15. CONFIDENTIALITY.

The parties agree that this document is intended to be a confidential personnel record under the Open Public Records Act and/or the common law governing public records, and will not be publicly disclosed, except as consistent with law, or as required by the Bankruptcy Code. However, the parties specifically acknowledge that the Prosecutor and/or County will disclose this agreement to the New Jersey Division of Pensions and Benefits if required to do so in connection with any pension application Mecka may file. The parties specifically further acknowledge that if the County is required to publicly disclose the agreement reached in this matter pursuant to a legally binding directive of the New Jersey Attorney General or other lawful authority, the County will comply with its obligations to do so and it shall not be considered a violation of this Agreement.

Mecka agrees he will not, in another action or proceeding before any state, federal or local court or any governmental or administrative agency or during any arbitration or mediation, obtain discovery or offer evidence, unless required by law or court order (in which case he agrees to notify the County before doing so to provide for an opportunity to oppose such a request), relating to the terms or execution of this Agreement.

16. REPRESENTATIONS.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

17. COUNTERPARTS AND FACSIMILE OR SCANNED SIGNATURES.

This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile or electronically scanned copy of a party's signature shall be sufficient to bind that party.

18. Mecka agrees to and acknowledges the following:

- (a) I agree and acknowledge that I consulted with representation of my choosing throughout the negotiation and execution of this Agreement and Release. I further acknowledge and agree that I was given a reasonable

and sufficient amount of time within which to consider the Agreement and Release before signing it.

- (b) I agree and acknowledge that I have the right to reflect upon this Agreement and Release for a period of twenty-one (21) days before executing it, and I will have an additional period of seven (7) days after executing the Agreement and Release to revoke it under the terms of the Older Workers Benefit Protection Act by notifying in writing:
-

- (c) I understand and acknowledge that if I sign this Agreement and Release, along with the waiver attached hereto, prior to the expiration of the twenty-one (21) day review period, I am voluntarily and knowingly waiving the twenty-one (21) day review period.

19. ACKNOWLEDGEMENT.

By signing this Agreement and Release, Mecka acknowledges:

- i. I HAVE READ THIS AGREEMENT AND RELEASE COMPLETELY.
- ii. I HAVE HAD AN OPPORTUNITY TO CONSIDER THE TERMS OF THIS AGREEMENT AND RELEASE.
- iii. I ACKNOWLEDGE I HAVE BEEN ADVISED BY THE COUNTY TO CONSULT WITH AN ATTORNEY OF MY CHOOSING PRIOR TO EXECUTING THIS AGREEMENT AND RELEASE TO EXPLAIN THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT AND REPRESENT THAT I IN FACT HAVE CONSULTED WITH AN ATTORNEY.
- iv. I KNOW THAT I AM GIVING UP IMPORTANT LEGAL RIGHTS BY SIGNING THIS AGREEMENT AND RELEASE.
- v. I UNDERSTAND AND MEAN EVERYTHING THAT I HAVE SAID IN THIS AGREEMENT AND RELEASE, AND I UNDERSTAND AND AGREE TO ALL ITS TERMS.

- vi. I HAVE NOT RELIED UPON ANY REPRESENTATION, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT AND RELEASE.
- vii. I HAVE SIGNED THIS AGREEMENT AND RELEASE VOLUNTARILY AND ENTIRELY OF MY OWN FREE WILL.
- viii. I REPRESENT AND AGREE THAT I AM NOT UNDER THE INFLUENCE OF ANY ILLNESS, INCLUDING MENTAL OR EMOTIONAL ILLNESS, MEDICAL CONDITION, DISABILITY OR IMPAIRMENT, OR OF PRESCRIPTION OR OTHER MEDICATION THAT WOULD AFFECT MY ABILITY TO REVIEW THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND IT AND KNOWINGLY AND VOLUNTARILY AGREE TO IT.
- ix. I AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS NOT THE RESULT OF ANY FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON ME BY THE COUNTY OR BY ANY THIRD PARTY.

IN WITNESS WHEREOF, and intending to be legally bound hereby I, Steven Mecka, executed the foregoing Agreement this 21 day of March 2022.

Sworn and subscribed to before me this 25 day of March 2022

[Signature]
Notary Public of the
State of New Jersey

Date: 3-25-22

Date: 3/21/2022

Date: 3/25/22

[Signature]
STEVEN MECKA

By: [Signature]
GEORGE COTTELL, ESQ.
Attorney for Plaintiff

By: [Signature]
PETER J. VAN DYKE, ESQ.
Attorney for the County of Ocean, et al.

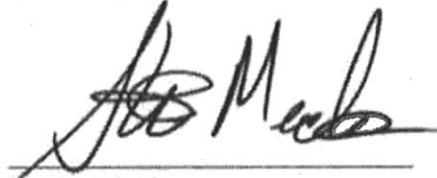
United States Bankruptcy Trustee

By: [Signature]

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WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in Paragraph 18(c) of this Agreement.

A handwritten signature in black ink, appearing to read "S Mecka", written over a horizontal line.

Steven Mecka

Date: 03/21/2022