

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is executed between Patrick Duff (referred to below as "Duff") and the Township of Delran (hereinafter referred to as "Delran") and collectively together referenced as "the Parties" below.

Duff is the Plaintiff in a certain civil action pending in the Superior Court of New Jersey, Law Division, Burlington County, and captioned Patrick Duff v. Wendy Mitchell, Gary Catrambone, Lynn Jeney, and the Township of Delran under Docket Number BUR-L-2254-22 ("the Civil Action").

This settlement is part of a global settlement of all claims against all parties in this matter. A separate Settlement Agreement and General Release will be executed between Patrick Duff and Wendy Mitchell who does business as Mitchell Consulting. It is understood between the Parties that the settlements between Duff and Delran on one hand and Duff and Wendy Mitchell and Mitchell Consulting on the other hand are mutually dependent and shall take effect only if both settlements are consummated on or before April 30, 2023. The term Releasees in this Agreement excludes Wendy Mitchell and Mitchell Consulting.

Through this Agreement, Duff intends to unconditionally release all claims he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have--including known and unknown claims from the beginning of time until the date this Agreement is executed—against Delran, Gary Catrambone, and Lynn Jeney in their individual and official capacities and all of Delran's governing body members, elected and appointed officials, as well as their respective affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, current and former elected officials, insurers, attorneys, consultants, and agents, collectively, "Releasees". The remaining terms of this Agreement are fully set forth in the provisions below.

WHEREAS Duff has asserted certain allegations against Delran Township, Gary Catrambone, and Lynn Jeney in the Civil Action (the "Allegations").

WHEREAS Delran Township, Gary Catrambone, and Lynn Jeney deny and continue to deny the Allegations asserted by Duff.

WHEREAS the Parties mutually desire to settle the Allegations as well as all disputes between them, which settlement must not be considered or construed to be an admission of liability or wrongdoing as to any matters at all, and to enter into this Agreement.

IT IS AGREED among Duff and Delran as follows:

The essential terms of this Agreement are that:

1. Consideration

A. Without admitting liability, Delran, and its insurers will make a one -time lump-sum payment to Duff by check payable to "Boudwin Ross Roy Leodori P.C., attorneys for Patrick Duff" in the amount of \$50,000.00. Duff understands and agrees that the Settlement Payment includes and encompasses all claims against Releasees for compensatory damages, exemplary damages, punitive damages, interest, attorneys' fees, costs, and expenses for the Released Claims.

B. Boudwin Ross Roy Leodori, P.C. will complete a Form W-9 relative to the settlement payment and Duff will provide a Charles Jones child support judgment search for Duff to counsel for Delran, John C. Grady, Esquire, Cockerill, Craig & Moore, LLC 58 Euclid Street Woodbury, New Jersey 08096, with a signed copy of this Agreement. All payments and other consideration set forth in this section will be paid or satisfied no later than 30 days following the date the Form W-9 and Charles Jones search documents and the signed Agreement is sent to counsel for Delran.

2. Covenant to Not Pursue Further Legal Action

Duff covenants and agrees that the Civil Action will be dismissed with prejudice and without costs as to Delran Township, Gary Catrambone, and Lynn Jeney. Duff will take no further action against Delran Township, Gary Catrambone, or Lynn Jeney or any other Releasee, based on the matters set forth within Duff's pleadings in the Civil Action or based on any other cause of action that Duff may have against Delran Township, Gary Catrambone, or Lynn Jeney or any Releasee which stemmed or originated from Duff's interaction with Delran, Delran's elected, or appointed officials, employees, agents, servants or contractors for Delran from the beginning of time until the date this document is executed.

3. General Release

Whereas Duff brought the Civil Action alleging damages for claims as stated in his pleadings in the Civil Action, including, but not limited to, claims that Duff suffered harassment, retaliation, and deprivation of constitutional rights, along with other claims and in consideration of the terms set forth Duff and his heirs, successors, and assigns, voluntarily waive, generally release and discharge Releasees from all rights or claims that Duff may have against Releasees, the individual Releasees being released in their individual and official capacities, for all reasons, including, but not limited to, retaliation or harassment with regards to any alleged protected category, status, or class, intentional and negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other claims for economic and non-economic damages at all for anything that has happened from the beginning of time to the date that this document is executed. Duff specifically waives and releases any claims against Releasees which were or could have been set forth in the Civil Action, as well as any rights that Duff may have under:

- The Uniformed Services Employment and Reemployment Rights Act of 1994, 38 USC 4301-4335;
- The United States Constitution.
- Title VII of the Civil Rights Act of 1964, as amended.
- The Civil Rights Act of 1991.

- Sections 1981-1988 of Title 42 of the United States Code, as amended.
- The Employment Retirement Income Security Act of 1974, as amended.
- The Immigration Reform and Control Act, as amended.
- The Americans with Disabilities Act of 1990, as amended.
- The Age Discrimination in Employment Act of 1967, as amended.
- The Workers' Adjustment and Retraining Notification Act, as amended.
- The Occupational Safety and Health Act, as amended.
- The Older Workers Benefits Protection Act.
- The Equal Pay Act.
- The Family Medical Leave Act.
- The Fair Labor Standards Act.
- The New Jersey Constitution.
- The New Jersey Law Against Discrimination.
- The New Jersey Family Leave Act.
- The New Jersey State Wage and Hour Law.
- The New Jersey and Federal Conscientious Employee Protection Acts.
- The New Jersey Equal Pay Law.
- The Open Public Records Act and the common law Right to Know.
- Individuals with Disabilities Education Act.
- Any other federal, state, or local civil or human rights law or any other local, state, or federal law, regulation, or ordinance.
- Any public policy, contract, tort, or common law; and
- Any allegation for costs, fees, or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. Duff releases against Releasees all claims, including those for counsel fees and costs related to the Civil Action and others matters, and each party will bear their own attorneys' fees and costs. This Release applies to claims against Releasees resulting from anything which has happened up to the date Duff signs this Agreement (hereinafter "Effective Date"). These claims will be called the "Released Claims."

Despite any other provision of this Release, these are **not** barred by the Release: (a) claims relating to the validity of this Agreement; (b) claims by either party to enforce this Agreement; and (c) claims that legally may not be waived.

4. Release Includes Unknown Claims

- A. Duff understands and agrees that the Released Claims are intended to and do include all claims of every nature and kind at all (whether known, unknown, suspected, or unsuspected and whether under any law or cause of action now in effect or which may be enacted or created in the future) which he has or may have against the Releasees, individually or collectively.

- B. Duff further acknowledges that he may later discover facts different from or besides those which he now knows or believes to be true about the Released Claims and agrees that, in such event, this Agreement shall still be and remain effective in all respects as to Releasees despite such different or additional facts, or their discovery.
- C. Duff represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was considered necessary by he and his attorneys to determine all facts and matters related to this Agreement; (ii) that he has consulted and received advice from legal counsel about this Agreement; and (iii) that he is not relying in any way on any statement or representation by Delran or their attorneys, except as expressly stated in deciding to enter into this Agreement.

5. No Assignment or Transfer of Released Claims

Duff represents and warrants that as of the Effective Date, he has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity any of the Released Claims. Duff agrees to indemnify and hold harmless Releasees against, without limitation, all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation.

6. No Admission of Liability

Duff understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability by Delran or any individual as to any matters at all including, but not limited to, any violation of any federal, state, or local statute, ordinance, or regulation, constitutional right, public policy, common law duty, or contractual obligation. Releasees specifically deny that they engaged in any wrongdoing and merely intend by this Agreement to avoid further litigation and buy their peace.

The Parties mutually desire to settle the Civil Action as well as all disputes between them, which settlement must not be considered or construed to be an admission of liability or wrongdoing as to any matters.

7. Settlement is not conditioned on Tax Consequences.

Duff acknowledges that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with Duff receiving the settlement proceeds discussed above. Duff also understands and agrees that Delran has withheld no amount from the agreed-upon lump-sum payment of \$50,000 made as consideration for this Agreement for federal, state, or local taxes or other withholdings. Duff agrees that he will be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature at all to require any party to pay any such taxes or other withholdings which arise from the payment made under this Agreement.

Duff agrees to indemnify the Releasees and hold them harmless from the assessment of any taxes owed by Duff (along with interest, penalties, or other liabilities, including attorneys' fees, related to these taxes) for any taxes arising out of or related to the lump-sum Settlement Payment.

8. Modification

No provision of this Agreement may be changed, altered, modified, or waived except in writing signed by Duff and a duly authorized representative of Delran, which writing must specifically reference this Agreement and the provision which the Parties intend to waive or modify.

9. Confidentiality

Duff represents that he has and will keep the terms of this Agreement and all matters concerning or relating to the settlement in strictest confidence to the extent permitted by law, including the substance of the negotiations preceding the settlement, and not disclose them to anyone, except as follows: (1) if he must reveal such information under legal process or by a regulatory body or agency, subject to Releasees' rights detailed below; and (2) Duff may disclose the financial terms of the Agreement to his spouse, his attorney, financial advisor/auditor/accountant, or pursuant to Court Order or otherwise after first obtaining that individual's agreement to keep the information confidential.

Delran acknowledges that the terms of this settlement may be subject to public disclosure as required by law.

If Duff is asked about the Civil Action, the Released Claims, or this Agreement, he may truthfully respond, "The matter has been resolved." Should Duff be requested to disclose the terms and matters addressed in the Agreement in connection with any judicial, administrative or other proceeding, he agrees immediately to notify Releasees of the request by sending such notification in writing by First Class Mail to the attention of John C. Grady, Esquire 58 Euclid Street Woodbury, NJ 08096. Duff further agrees that Releasees have standing to object to the disclosure on behalf of Duff, as well as on their own behalf. Assuming Releasees object to the request, Duff agrees to await the outcome of the objection before making any disclosures about this Agreement or its terms.

10. Non-Disparagement

Duff agrees not to defame, disparage or demean Delran or its elected officials, contractors, attorneys or employees in any way whatsoever to third parties including, but not limited to print media, electronic media, television, radio and public social networking websites which arise from and relate to the Released Claims. Duff further agrees that he will not act to impair the goodwill or good name of the Delran Township, Gary Catrambone, Lynn Jeney or any of the Releasees in any fashion which arises from and relates to the

Released Claims. Releasee's elected and appointed officials including Gary Catrambone and Lynn Jeney, agree not to defame, disparage, or demean Duff in any way or in any fashion which arises from and relates to the Released Claims. The Parties acknowledge their understanding that the foregoing were material inducements to the settlement of the Released Claims. In the event of an action for breach of this Paragraph, the prevailing party may recover all of their reasonable attorney's fees incurred in connection with such action.

11. Dismissal

Along with the execution of this Agreement, Duff and the Township of Delran, through their counsel, will execute a Stipulation of Dismissal which will be filed promptly in the Court in which the Civil Action is pending following disbursement of the Settlement Payment and other payments and non-monetary consideration set forth in Section 1 above.

12. Severability

If any provision of this Agreement should be held to be unenforceable, each and all the other provisions of this Agreement will remain in effect.

13. Entire Agreement

The Parties acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter of this document, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter of this document other than that as set forth and that this Agreement includes the sole and entire Agreement between them about the subject matter of this document. The Parties also acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included here shall not be considered in any way in the interpretation and application of this Agreement and will not in any way affect the rights and obligations of the Parties.

14. Understanding

The Parties acknowledge, agree, and represent that they each have read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each provision. By signing below, Delran represents that it has approved the terms of this settlement and authorized its Business Administrator to execute this Agreement.

15. Applicable Law and Mutual Submission to Jurisdiction

This Agreement must be construed and enforced according to the laws of the State of New Jersey. The Parties agree to submit any, and all disputes arising out of or based on this Agreement to the authority of the courts of the State of New Jersey.

16. Counterparts Acceptable

This Agreement may be executed in any number of counterparts and each such counterpart will have the same force and binding effect as if executed by all parties. A facsimile, copy or .pdf of a signature hereto will have the same force and effect as an original signature.

17. Acknowledgment

Duff acknowledges that:

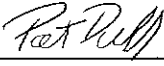
- a. Neither Releasees, nor their agents, representatives, or employees have made any representations to him about the terms or effects of this Agreement, other than those in this Agreement.
- b. He intends to release all claims recited here in exchange for the payments and consideration described which he acknowledges as adequate and satisfactory to him and besides anything to which he otherwise is entitled.
- c. He has no past-due obligations for child support payments under N.J.S.A. 2A:17-56.23b(a).
- d. No Medicare, Medicaid, or Group Insurance payments have been made to or on behalf of Duff relating to the Litigation, and no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to his employment with Delran.
- e. He has been given a reasonable period to consider the terms of this Agreement.
- f. He has been advised and given enough time to review this Agreement and has reviewed this Agreement with his counsel; and
- g. He is competent to understand the contents and effect of this Agreement and that his decision to enter into this Agreement has not been influenced in any way by fraud, duress, coercion, mistake, or misleading information.

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THE SIGNATURE PAGES FOLLOW.

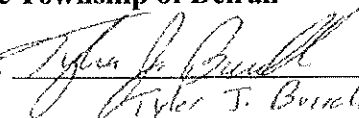
IN WITNESS OF IT, the undersigned have executed this Agreement on the date shown below.

Patrick Duff



Date: 4/12/2023

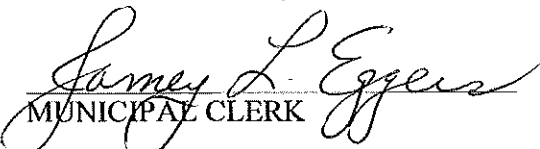
The Township of Delran

By: 
Tyler J. Borrell

Date: 4/28/2023

Title: Council President

Sworn to and subscribed to before me on
this 28th day of April, 2023.


MUNICIPAL CLERK