

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Yousef Awadallah, on his own behalf and on behalf of his heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Plaintiff"), and the Town of West New York ("the Town"), on its own behalf and on behalf of its heirs, executors, administrators, assigns, affiliates, departments, subdivisions, Council members, administrators, officials, employees, agents, representatives, benefit plans and insurance carriers (including any Joint insurance Funds ("JIF"), and the West New York Police Department (hereinafter collectively referred to as "Defendants"), have reached the within agreement in final settlement of any and all claims, disputes or rights, including attorneys' fees and costs, asserted or that could have been asserted by Plaintiff against Defendants from the beginning of time until the date of the Settlement Agreement and General Release (the "Agreement").

The Agreement is in full settlement of any and all claims which Plaintiff now has or may have against Defendants, individually or collectively, arising out of or in connection with Plaintiff's employment with the Defendants and/or any term and condition of his employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action entitled, "Yousef Awadallah v. Town of West New York, West New York Police Department, et al." pending in the Federal District Court, District of New Jersey, bearing Docket No. 2:16-cv-05421 (hereinafter the "Lawsuit").

In consideration of the mutual promises contained herein it is agreed as follows:

1. Plaintiff and Defendants agree that they, through their attorneys, will execute (at the time of executing the Agreement) for filing with the District Court of New Jersey, a Stipulation of Dismissal with Prejudice of the pending Lawsuit, Docket No.: 2:16-cv-05421, in

the form annexed hereto as Exhibit A. The Stipulation shall be held in trust by Defendants' counsel and may be filed with the Court after the payment to Plaintiff's counsel of the funds set forth in paragraph 3 below.

2. At the time of execution of the Agreement, Plaintiff will provide written certification from an authorized search provider that, pursuant to N.J.S.A. 2A:17-56.23b, Plaintiff is not a child support judgment debtor. Plaintiff's attorney shall provide a completed Form W-9 of his law firm and shall satisfy liens, if any, from the proceeds of the Settlement. Plaintiff represents that the statements contained therein are true. Plaintiff understands and agrees that in the event it is revealed that Plaintiff is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied and that if any child support judgment exceeds the net proceeds of the settlement sums, the entire settlement proceeds may be utilized to satisfy any outstanding child support judgment.

In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys' fees and costs, within thirty (30) days after approval of this Agreement by the Public Entity Joint Insurance Fund and the Town Commission of the Town of West New York, respectively, (but not more than 30 days from July 9, 2018) and receipt of the executed Agreement and the executed Stipulation of Dismissal referred to above, Defendant Town, through its counsel, shall deliver to Plaintiff's attorneys, THE ABOUSHI LAW FIRM, PLLC, 1441 Broadway, Suite 5036, New York, New York 10018 ("Aboushi Law Firm"), a check in the sum of \$110,000, as total and final payment for all damages suffered by Plaintiff. No other payment shall be due to Plaintiff.

3. Any payment to Plaintiff will be for not-economic damages. An IRS Form or

Forms 1099 will be issued to the Aboushi Law Firm by Defendants with respect to the payments made. Said payments are made in total and complete settlement of the matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses and costs of suit. It is expressly understood and agreed that Plaintiff and his counsel shall assume responsibility for the appropriate tax treatment and tax reporting of the payments made to them, if any. It is further understood and agreed that in the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New Jersey or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing amount constitutes income for which any taxes remain due and owing, Plaintiff shall be responsible for the payment of such taxes (except for any mandated employer portions of such taxes), and he shall make no claim against Defendants for payment of any such taxes, or for the payment of any applicable interest or penalties. Plaintiff agrees to indemnify Defendants for any taxes, penalties or interest due and owing by him with respect to the payment, specified herein. In the event it is ultimately determined that any taxes are due and owing with respect to the foregoing sum, the validity of the Settlement Agreement and General Release shall not be affected in any way.

4. Plaintiff acknowledges that the payment referred to above in Paragraph 2 constitutes additional consideration not otherwise owed to him but for the Agreement. Further, Plaintiff agrees that said payment is the only payment or benefit to which he is entitled under the Agreement and agrees that he will not seek anything further, whether monetary or otherwise, from Defendants in any proceeding. Except as expressly set forth herein, Defendants shall not be responsible for any of Plaintiff's costs and/or attorneys' fees including, but not limited to, fees and costs incurred in connection with the Lawsuit.

5. In consideration for the dismissal of the Lawsuit and for the payment provided for in the Agreement, and for the mutual promises contained in the Agreement, Plaintiff expressly waives, releases and gives up any and all claims which have been asserted, or could have been asserted, in the Lawsuit referred to above, and any and all claims and rights, without limitation, that he may have against Defendants. Plaintiff specifically releases all claims arising under any contract of employment, collective negotiations agreement or any other agreement between Plaintiff and Defendants, express or implied; any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States, New Jersey or any other state, including, but not limited to: New Jersey's Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq. the First Amendment of the United States Constitution and Federal civil Rights Acts and any other Federal, State or local law.

The 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 the Agreement to the fullest extent permitted by law. This paragraph bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature whatsoever by or on behalf of Plaintiff against Defendants, or by or on behalf of Defendants against Plaintiff in any state or federal court or any agency or other administrative body.

Further, Plaintiff agrees, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Defendants in any forum, or

to seek discovery from Defendants based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Town of West New York. Additionally, Defendants agree, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Plaintiff in any forum, or to seek discovery from Plaintiff based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Defendants. With respect to any report or claim or participation in any investigation or proceeding from which Plaintiff may not lawfully be precluded, Plaintiff understands and agrees that he hereby voluntarily waives any right to monetary damages against any Defendants in such action. Furthermore, nothing in this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law.

6. By making this Agreement, Plaintiff acknowledges that none of the Defendants admit that it or they have done anything wrong, and the Defendants specifically state that they have not violated or abridged any federal, state, or local law or ordinance, or any contract or any right or obligation that it or they may owe or may have owed to Plaintiff. This Agreement shall not constitute an admission of liability or wrongdoing for any purpose. Plaintiff further acknowledges that the allegations contained in the Lawsuit remain disputed and denied by Defendants and that the Town and its JIF assert that they underwent a cost benefit analysis, made a business decision, and have agreed to settle this lawsuit in order to avoid the inherent uncertainties with any legal proceeding and the additional legal fees and expenses with

continuing this dispute, but that this Release represents a compromise of a disputed claim, and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of any Defendant is expressly denied.

7. The Agreement contains the sole and entire agreement between Plaintiff and Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff and Defendants represent and acknowledge, in executing the Agreement, that they have not relied upon any representation or statement not set forth herein made by any other party to the Agreement or their counsel or representatives with regard to the subject matter of the Agreement. No other promises or agreements shall be binding unless in writing and signed by the parties hereto.

8. Plaintiff and Defendants agree that if any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not be a part of the Agreement. The legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected by a determination that a provision herein is illegal, invalid or unenforceable.

9. Plaintiff agrees that he will not disparage, defame or slander any of the Defendants. Defendants agree that it will not disparage, defame or slander the Plaintiff.

10. New Jersey law shall govern the Agreement, and any action under, and/or touching upon or affecting, the terms of the Agreement, shall be brought in a Court of competent jurisdiction located within the State of New Jersey.

11. The Settlement Agreement and General Release may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall

constitute but one and the same instrument.

12. By signing this Settlement Agreement and General Release, Plaintiff states and represents that:

- (a) He has read it;
- (b) He understands it and knows that he is giving up important rights and claims, including, but not limited to, rights under the statutes listed in paragraph 6 above, and that he is giving up any such rights or claims in exchange for payment to which he was not already entitled;
- (c) He agrees with everything in it;
- (d) His attorneys, THE ABOUSHI LAW FIRM, PLLC., negotiated the Settlement Agreement and General Release with his knowledge and consent;
- (e) He has been advised to consult with his attorney prior to executing the Settlement Agreement and General Release, and in fact has done so;
- (g) He has signed the Settlement Agreement and General Release knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties have executed and delivered the Settlement Agreement and General Release intending to be bound hereby effective as of July 23, 2018.

YUSEF AWADALLAH

By: YF AH
Yousef Awadallah, Plaintiff

SWORN TO AND SUBSCRIBED IN MY PRESENCE this 9 day of July, 2018.

[Signature]
Notary Public

Attorney at Law
TOWN OF WEST NEW YORK

By: -E-

SWORN TO AND SUBSCRIBED IN MY PRESENCE this 23 day of July, 2018.

[Signature]
Notary Public

Charmelle Niccio
TOWN CLERK

DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

Glenpointe Centre West

500 Frank W. Burr Boulevard

Teaneck, New Jersey 07666

T: (201) 928-1100

F: (201) 928-0588

Email: TAbbate@decotiislaw.com

*Attorneys for Defendants, Town of West New York
and West New York Police Department*

YUSEF AWADALLAH

Plaintiff,

v.

**TOWN OF WEST NEW YORK, WEST
NEW YORK POLICE DEPARTMENT,
JOHN AND JANE DOES 1-10.**

Defendants.

Civil Action No.
2:16-cv-05421 (WJM-MF)

**Stipulation and Order of Dismissal with
Prejudice**

THIS MATTER having been brought before the Court on the joint application of the parties advising that the matter in difference in the above-entitled action has been amicably resolved by and between the parties hereto, and that the parties have stipulated and agreed that the same should be dismissed with prejudice, and without costs or fees to any party, and for good cause shown;

IT IS on this ____ day of _____, 2018;

ORDERED that the Amended Complaint be, and hereby is, dismissed with prejudice, and without costs or fees to any party; and

IT IS FURTHER ORDERED that this Court shall retain jurisdiction to enforce the Settlement Agreement and General Release executed by the parties hereto, dated July ____, 2018.

Hon. Mark Falk, U.S.M.J.

I hereby consent to the form,
content, and entry of this order.

THE ABOUSHI LAW FIRM, PLLC

Attorneys for Plaintiff,
Yousef Awadallah

By: _____

Aymen A. Aboushi

Dated: July ___, 2018

**DECOTIIS, FITZPATRICK,
COLE & GIBLIN, LLP**

Attorneys for Defendants,
Town of West New York and West
New York Police Department

By: _____

Thomas A. Abbate

Dated: July ___, 2018