SETTLEMENT AGREEMENT AND RELEASE

This Agreement is being entered into on November ___, 2017 between **THE TOWNSHIP OF HADDON ("Township")** for the benefit of itself, all present, future, and former related corporate entities, its and their past, present, future, and former officers, directors, commissioners, board members, elected officials, employees, agents, successors, and assigns (hereinafter collectively referred to as "Employer" or "Township Defendants") and **JASON DEMENT** (hereinafter referred to as "Employee" and/or "You" or "Your" or "Plaintiff"). The Township Defendants and Plaintiff are hereinafter also referred to collectively as "the Parties."

WHEREAS, Plaintiff was previously employed by the Township until his termination date of October 28, 2015;

WHEREAS, Plaintiff filed a lawsuit under the caption of Jason DeMent v. Township of Haddon and Mark Cavallo. et. al., United States District Court for the District of New Jersey, Docket No. 15-cv-06107 RBK-KMW, which was dismissed by way of Order and Opinion entered on November 17, 2016, and thereafter, in the Superior Court of New Jersey, Camden County, Law Division, Docket No. L-4293-16 (hereinafter collectively referred to as "the litigation");

WHEREAS, the complaint(s) filed in this litigation ("Complaint") included claims alleging discrimination based upon the purported failure to accommodate Plaintiff's condition of Stargardt's Disease and also claims asserting harassment, hostile work environment and retaliation ("Claims");

WHEREAS, the Township Defendants deny all claims and allegations made in the litigation;

WHEREAS, the Parties have engaged in the exchange of documents and information related to the Claims ("Discovery"), which Discovery has revealed and disclosed that Plaintiff's condition of Stargardt's Disease is such that he is currently physically incapable of performing the normal or assigned job duties of the position of Police Officer; that there is an absence of documentary support for Plaintiff's claims that Cavallo sent text messages to Plaintiff of an inappropriate nature or that Cavallo otherwise subjected Plaintiff to a hostile work environment; and that Plaintiff was not terminated by Cavallo in retaliation for his allegations of harassment but rather because it was determined by the Township that he was unable to perform the essential job functions of a police officer because of his medical condition;

WHEREAS, this Agreement is expressly conditioned upon its approval by the Board of Commissioners as soon as this matter may be practically presented to the Board of Commissioners; and

WHEREAS, the Parties now wish to resolve this matter amicably without further litigation;

In exchange for the mutual promises set forth below, and intending to be legally bound,

the Parties hereby acknowledge and agree to the following terms and conditions:

1. **SETTLEMENT PAYMENT AND CONSIDERATION.** The Parties hereby agree:

   (a) The Township Defendants and/or their insurer hereby agree that they shall pay Plaintiff the total sum of $175,000. Such payment will be made within thirty (30) days of the Board of Commissioners' approval of this Agreement and the Township Defendants' receipt of the last of the following documents: an executed Settlement Agreement signed by Plaintiff, a W9 for Plaintiff and his attorney, and a clear child support judgment certification for Plaintiff.

   (b) Such payment shall be made by check payable to "Jason DeMent and Wall & London, LLC, his attorneys" or divided into separate checks to "Jason DeMent" and "Wall & London, LLC".

   (c) The Township Defendants and/or their insurer shall not make any state or federal tax withholdings on such monies and shall issue an appropriate 1099 related to such payment to each of the parties who receives a check as set forth in paragraph (b) above. Plaintiff (and his attorneys) hereby agrees that he is solely responsible for any and all state and/or federal taxes which arise as a result of this payment to him and that the Township Defendants and/or their insurer shall have no responsibility for such tax liability. Plaintiff further agrees that in the event that any action is brought against the Township Defendants and/or their insurer related to their failure to pay or withhold appropriate taxes on such monies that he shall defend, indemnify and hold the Township Defendants and/or their insurer harmless for any such claims or damages incurred by the Township Defendants and/or their insurer related to such action.

   (d) From this date forward, Township agrees that it will not contest Plaintiff's application for ordinary disability retirement.

2. **GENERAL RELEASE.** In exchange for the valuable consideration provided in this Agreement, including, but not limited to, the payment described above,

   (a) Plaintiff shall hereby withdraw and/or dismiss with prejudice all litigation presently pending between the Parties and his attorney shall execute any documents required by the Court to effect such dismissal.

   (b) Plaintiff hereby waives, relinquishes, and forever releases Mark Cavallo, the Township Defendants and/or their insurer from any and all rights or claims whatsoever that he may have against Mark Cavallo, the Township Defendants and/or their insurer. This includes, but is not limited to, those related to and/or

arising out of employment and/or cessation of employment with the Township, including, but not limited to, claims asserted and filed in the aforementioned litigation, and any claims of employment discrimination or harassment with regards to any alleged protected category, status, or class, including, but not limited to, age, sex, religion, race, disability, or national origin, breach of contract, wrongful termination, hostile work environment, wrongful discharge, constructive discharge, defamation, slander, intentional and/or negligent infliction of emotional distress, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever. Plaintiff specifically waives any rights that he may have under the Age Discrimination in Employment Act, New Jersey Law Against Discrimination, Conscientious Employee Protection Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Equal Pay Act, the New Jersey and/or United States Constitutions, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the New Jersey Family Leave Act, or any other federal, state, or local law or ordinances and any common law claims under tort, contract, or any other theories now or hereafter recognized or any claim related to any Township policy, procedure, or plan, or collective bargaining agreement. This releases all claims, including those of which Plaintiff is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now and is intended to be broadly construed and to include all claims whatsoever. Plaintiff acknowledges that as of this date he has been paid all wages and benefits due and owing to him. Plaintiff further warrants and acknowledges he is not aware of any injury suffered as a result of employment or any worker's compensation claim of which he has not previously notified the Township's insurer. This Release includes any claim for costs and/or attorneys' fees related to the litigation referenced above. Each party shall bear its own costs and attorneys' fees related to the litigation.

3. **DISMISSAL OF LAWSUIT AND APPROVAL OF SETTLEMENT.** Immediately upon the execution of this Agreement, Plaintiff shall consent to the dismissal of Cavallo from the Litigation without prejudice, and Plaintiff's counsel shall execute and return to Cavallo's counsel that stipulation of dismissal attached hereto as Exhibit 1. Upon approval of this Agreement by the Board of Commissioners, Plaintiff shall dismiss the Litigation with prejudice, and Plaintiff's counsel shall execute and return to Haddon Township's counsel that stipulation of dismissal attached hereto as Exhibit 2. By virtue of the foregoing, DeMent specifically withdrawals and dismisses those claims of hostile work environment and retaliation asserted against Chief Cavallo. As referenced above, the Parties agree to execute any and all documents which may be requested or required to effect the dismissal of the pending lawsuit with prejudice immediately upon their execution of this Agreement. The Board of Commissioners of the Township must formally approve this Agreement. All reasonable efforts will be made to timely obtain such approval at a November 2017 meeting. This Agreement is null and void without the approval of the Board of Commissioners.

4. **COVENANT NOT TO SUE.** Plaintiff hereby warrants that as of the date he is executing this Agreement that he has not filed any other litigation against the Township Defendants and/or their insurer except for the litigation referenced above. Further, Plaintiff agrees that he will not file, charge, claim, sue, or cause or permit to be filed any civil action, suit, or legal proceeding seeking personal, equitable, or monetary relief on his behalf against the Township Defendants and/or their insurer whatsoever including, but not limited to, any claims concerning his employment with the Township or the termination of his employment, up to and including the date of this Agreement. Plaintiff further agrees that should any person, organization, or other entity file, charge, claim, sue, or cause or permit to be filed any such civil action, suit, or legal proceeding, Plaintiff will not seek or accept any personal relief in such civil action, suit, or legal proceeding. In the event of a violation of this paragraph, Plaintiff agrees that the Township Defendants and/or their insurer shall be entitled to immediate dismissal of such civil action, suit, or legal proceeding and that Plaintiff shall be responsible for the payment of the reasonable attorneys' fees and expenses incurred by the Township Defendants and/or their insurer's defense. Plaintiff further agrees that he will not file nor permit any other party to file charges with any governmental agency relating to any claims arising out Plaintiff's employment with the Township or the termination of his employment, exclusive of a claim for unemployment compensation benefits. This provision shall not be construed as precluding plaintiff from testifying, assisting or otherwise participating in any proceeding before the Equal Opportunity Employment Commission on behalf of any third party provided the claim is not filed by him.

5. **NO ADMISSION OF LIABILITY.** It is expressly understood and agreed that by entering into this Agreement, the Township Defendants expressly deny that they have committed any wrongdoing and that the settlement provided for herein is not an admission of liability on the part of the Township Defendants or Mark Cavallo. In addition, the settlement of this matter shall not be deemed precedential in any future disputes and shall not be evidential or admissible for any purpose against or in favor of any party unless for the sole purpose of enforcing this Agreement. No party is to be deemed a prevailing party as a result of this Agreement for any purpose.

6. **CONFIDENTIALITY.** Plaintiff agrees that this Agreement and all of its terms and conditions and negotiations and/or discussions leading up to this Agreement are confidential. Plaintiff agrees that he has not and will not communicate or disclose the terms of this Agreement to any person other than his attorney, accountant, or members of his immediate family, each of whom shall be first advised of the confidentiality provision of this Agreement. In the event that he is asked about his employment relationship with the Township Defendants or the litigation referenced above, Plaintiff and his attorney agree that they will state only that the matter has been settled and/or resolved to the Parties' satisfaction. Neither Plaintiff nor his attorney shall make any further statement including but

not limited to any statement regarding the litigation or any of the allegations in the litigation. Plaintiff and his attorney recognize and agree that the representations, promises, and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that the Township Defendants would not have entered into this Agreement absent such agreement by him and, therefore, any violation of this paragraph will constitute a material violation and breach of the Agreement. In the event of a judicial finding of a breach of this provision of the Agreement, the Township Defendants shall have the right to seek liquidated damages in the full amount of the Settlement Payment made to Plaintiff and to recover all costs and reasonable attorneys' fees incurred related to any such action.

Should Plaintiff and/or his attorney be requested to provide a copy of this Agreement to any party by subpoena or Court Order, they shall notify the Township's Solicitor, Eric Riso, Esquire, at least five (5) days prior to any return date of any subpoena or upon receipt of any Court Order.

7. AGREEMENT NOT TO DISPARAGE. In further consideration for the above, Plaintiff agrees to refrain from making any disparaging remarks or comments whatsoever about the Township and/or any of its current or former employees, officers, and/or Board of Commissioners and/or their work, activities, products, programs, or services. This Agreement includes, but is not limited to, any submissions or statements made to any newspapers or periodicals and any statements or postings made online or on the internet including, but not limited to, Twitter, MySpace, Facebook, any website, etc. To the extent such postings exist as of the date of this Agreement, Plaintiff hereby agrees to delete or remove such postings at the time of his execution of this Agreement.

Plaintiff recognizes and agrees that the representations, promises, and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that the Township Defendants would not have entered into this Agreement absent the non-disparagement provisions of this paragraph, and that any violation of this paragraph will constitute a material violation and breach of the Agreement.

8. NO-REHIRE OR REINSTATEMENT. Plaintiff hereby acknowledges and agrees that his employment with the Township is irrevocably severed and that he shall not be eligible for re-hire or reinstatement with the Township. In the event that Plaintiff applies for employment and/or accepts employment at the Township, the Township shall have the right to reject such application and/or revoke any offer of employment and its actions in doing so shall not create a claim of retaliation and/or discrimination.

9. REPRESENTATIONS. Plaintiff hereby warrants and represents, as good and valuable consideration for this Agreement and Settlement Payment, that he does not have in his possession any documents, including but not limited to text

messages, emails, and/or other writings and/or photographs, which refer and/or relate to the allegations of his Complaint(s) in the litigation. Specifically, plaintiff hereby warrants and represents, as good and valuable consideration for this Agreement and Settlement Payment, that there is an absence of documentary support for Plaintiff's claims that the defendant Chief Cavallo sent text messages to Plaintiff of an inappropriate nature or that Chief Cavallo otherwise subjected Dement to a hostile work environment, and Plaintiff further represents and warrants that he does not have in his possession any text messages, emails, and/or other writings and/or photographs, which refer and/or relate to Chief Cavallo's purported harassment of any other Haddon Township employee.

Plaintiff recognizes and agrees that the representations, promises, and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that the Township Defendants would not have entered into this Agreement absent the representations of this paragraph, and that any violation of this paragraph will constitute a material violation and breach of the Agreement.

10. ACKNOWLEDGMENT. **YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS OF THIS AGREEMENT, AND YOU HAVE HAD AN OPPORTUNITY TO DISCUSS IT WITH INDIVIDUALS OF YOUR OWN CHOICE WHO ARE NOT ASSOCIATED WITH THE TOWNSHIP DEFENDANTS. YOU HAVE BEEN ADVISED BY THE TOWNSHIP DEFENDANTS TO CONSULT WITH AN ATTORNEY OF YOUR OWN CHOOSING AND THAT YOU HAVE IN FACT BEEN REPRESENTED BY WALL & LONDON, LLC AT THE TIME OF EXECUTION OF THIS AGREEMENT. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT AND ACCEPTING THE TERMS SET FORTH ABOVE, YOU ARE RECEIVING BENEFITS TO WHICH YOU WOULD NOT OTHERWISE BE ENTITLED. YOU UNDERSTAND THAT YOU ARE RECEIVING SUCH BENEFITS AS A RESULT OF ENTERING INTO AND COMPLYING WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. YOU HEREBY ACKNOWLEDGE THAT YOU SIGN THIS AGREEMENT VOLUNTARILY AND KNOWINGLY IN EXCHANGE FOR THE CONSIDERATION DESCRIBED HEREIN, WHICH YOU ACKNOWLEDGE IS ADEQUATE AND SATISFACTORY; THAT YOU HAVE BEEN PROVIDED AN OPPORTUNITY TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT. YOU ALSO AGREE AND ACKNOWLEDGE YOU HAVE HAD AN OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH YOUR ATTORNEY AND/OR UNION REPRESENTATIVES PRIOR TO SIGNING IT.**

11. GOVERNING LAW AND CONSTRUCTION. This Agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be filed only in the state and/or federal courts in Camden County, New Jersey and both parties consent to personal

jurisdiction in such courts for any such actions.

12. **ENTIRE AGREEMENT AND HEADINGS.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matters hereof. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement or its provisions.

13. **MODIFICATIONS AND AMENDMENTS.** This Agreement shall not be modified or amended except by writing duly executed and signed by the Parties to this Agreement.

14. **PROVISIONS.** In the event that any provision of this Agreement is deemed invalid, illegal, void, or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.

SIGNATURE: _____ DATE: 11-9-17
Jason DeMent

SIGNATURE: _____ DATE: 11/29/17
Randall Teague
o/b/o Township of Haddon