

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is executed by BRIAN BUSHONG (referred to below as "Bushong" or Plaintiff). This settlement is subject to approval by the governing body of Upper Township.

Through this Agreement, Bushong 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 Upper Township, and Craig Reeves, Scott Morgan, Mike Jones and Sharon Taggart in their individual and official capacities as well as all of Upper Township's 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 the Agreement are fully set forth in the provisions below.

WHEREAS, Bushong has asserted certain allegations against Upper Township related to his employment with the Upper Township ("Allegations") in a Civil Action captioned Brian Bushong v. Township of Upper, Craig Reeves, Scott Morgan, Mike Jones, Sharon Taggart and John Does 1-10 in the Superior Court of New Jersey Law Division Cape May County under Docket No. CPM-L-173-22 ("the Civil Action"). Bushong also challenged his termination in an action before the Office of Administrative Law under the caption IN THE MATTER OF BRIAN BUSHONG, UPPER TOWNSHIP DEPARTMENT OF PUBLIC WORKS, HEALTH AND GROUNDS Agency Docket No. 2022-646, OAL Docket No. CSV08797-21S ("the Administrative Action").

WHEREAS Upper Township, Craig Reeves, Scott Morgan, Mike Jones, and Sharon Taggart deny and continue to deny the Allegations asserted by Bushong.

WHEREAS the parties mutually desire to settle the Civil Action and the Administrative 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 at all and to enter into this Settlement Agreement and General Release of Claims ("Agreement").

IT IS AGREED among Bushong and the Releasees as follows:

The essential terms of this Agreement are that:

Consideration

Without admitting liability, The Upper Township and its insurers will make a one-time payment to Bushong and his attorney a total of \$20,000.00 through a check payable to The Castellani Law Firm in Trust for Brian Bushong.

This payment includes a complete release of all financial claims (back pay, front pay, pension, overtime), emotional harm, attorneys' fees, and costs as well as claims for reinstatement or any equitable relief.

Bushong and his attorney will each complete a Form W-9 and will provide these and a Charles Jones child support judgment search for Bushong to John C. Grady, Esquire, Cockerill, Craig & Moore, LLC 58 Euclid Street Woodbury, New Jersey 08096, with an original signed copy of this Agreement.

This Settlement Payment includes valuable consideration to which Bushong would not otherwise be entitled. Bushong understands and agrees that the Settlement Payment includes and encompasses all claims for compensatory damages, exemplary damages, punitive damages, back wages, overtime, compensatory time, shift differentials, future wages, pension contributions or benefits, interest, attorneys' fees, costs, and expenses for or by all attorneys who have represented him or with whom each has consulted or who have done anything in connection with the Released Claims.

Covenant to Not Pursue Further Legal Action

Bushong covenants and agrees that no other Civil Action or Administrative Action will be filed. Bushong will take no further action against Upper Township or any other person or entity, including any Releasee, based on the matters set forth within Bushong's attorney's correspondence or based on any other cause of action that Bushong may have stemming or originating from Bushong's employment with Upper Township from the beginning of time until the date this document is executed.

General Release

Whereas Bushong brought the Civil Action alleging damages for claims as stated in his Complaint, including, but not limited to, claims that he suffered discrimination, retaliation, harassment, hostile work environment, refusal to promote, and impairment of his civil rights, and in consideration for the terms set forth Bushong and his heirs, successors, and assigns, voluntarily waive, generally release and discharge Releasees from all rights or claims that Bushong may have against Releasees, the Releasees being released in their individual and official capacities, for all reasons, including, but not limited to, claims of age discrimination, hostile work environment, retaliation, or harassment with regards to any alleged protected category, status, or class, including, but not limited to, military status, political affiliation, political activity, age, sex, religion, race, disability, familial status, or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other 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. Bushong specifically waives any claims which were or could have been set forth in the Civil Action or the Administrative Action, as well as any rights that Bushong 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.
- 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. Bushong releases all claims, including those for counsel fees and costs related to a Civil Action and other matters, and each party will bear their own attorneys' fees and costs. This Release applies to claims resulting from anything which has happened up to now. 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.

Release Includes Unknown Claims

- A. Bushong 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. Bushong 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, despite such different or additional facts, or their discovery.
- C. Bushong represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was considered necessary by he and his attorneys to learn of 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 The Upper Township or their attorneys, except as expressly stated in deciding to enter into this Agreement.

No Assignment or Transfer of Released Claims

Bushong represents and warrants that as of this date, Bushong 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. Bushong 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, or purported transfer, assignment, or hypothecation.

No Admission of Liability

Bushong understands and agrees that this Agreement is a release of disputed claims and is not an admission of liability by Upper Township 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 and the Administrative 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.

Settlement is not conditioned on Tax Consequences.

Bushong acknowledges that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with Bushong and his attorneys receiving the settlement proceeds discussed above. Further, Bushong understands and agrees that The Upper Township has withheld no amount from the agreed-upon payment made as consideration for this Agreement for federal, state, or local taxes or other withholdings. Bushong 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.

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

Modification

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

Confidentiality

Bushong 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) Bushong may each disclose the financial terms of the Agreement to his attorney, financial advisor/auditor/accountant, after first obtaining that individual's agreement to keep the information confidential and not disclose it to others and tax authorities, if necessary. Although the parties may have agreed to keep the settlement and underlying facts confidential, this provision is unenforceable against the

employer if the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.

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

Bushong will disclose nothing about this Agreement, the Litigation, or the Released Claims to any past, present, or future employees of Upper Township . If Bushong is asked about the Litigation, the Released Claims, or this Agreement, he may truthfully respond, "The matter has been resolved." Should Bushong 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 Cockerill, Craig & Moore, LLC 58 Euclid Street Woodbury, NJ 08096 Bushong further agrees that Releasees have standing to object to the disclosure on behalf of Bushong, as well as on their own behalf. Assuming Releasees object to the request, Bushong agrees to await the outcome of the objection before making any disclosures about this Agreement or its terms.

Severability

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

Attorneys' Fees, Costs, and Expenses

Bushong understands and agrees that the settlement payment includes and encompasses in it all claims for attorneys' fees, costs, and expenses for or by all attorneys who have represented him or with whom he has consulted or who have done anything in connection with the Civil Action and the Released Claims. Bushong will not seek anything further from Upper Township or the Releasees other than what is specified in this Agreement.

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 further 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.

Non-contact.

Bushong is to refrain from any contact with employees of Upper Township during their working hours.

Understanding

Bushong acknowledges and represents that he has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each provision.

Applicable Law and Mutual Submission to Jurisdiction

This Agreement must be construed and enforced according to the laws of the State of New Jersey. Bushong and Upper Township each 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.

Acknowledgment

Bushong 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 Bushong 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 Upper Township .
- e. He has been advised and given enough time to review this Agreement and has reviewed this Agreement with his counsel; and
- f. 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.

Certification of Understanding and Competence

Bushong acknowledges (a) that he is competent to understand the content and effect of this Agreement; (b) that he understands that by entering into this Agreement, he is releasing forever Releasees from any claim or liability (including claims for attorney's fees and costs) arising from his employment relationship with The Upper Township up to the date of this Agreement; (c) that he is entering into this Agreement of his own free will in exchange for the consideration to be given to him as listed above, which he agrees is adequate and satisfactory; and (d) that The Upper Township and Releasees have made no representations to him about the terms or effects of this Agreement, other than those in the Agreement.

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

BRIAN BUSHONG

Date: 26 Oct 2023

Sworn to and subscribed to before me on this 26 day of October, 2023.

NOTARY PUBLIC/ATTORNEY-AT-LAW

DIANNE HARPER

Notary Public, State of New Jersey
My Commission Expires 8/16/2027

UPPER TOWNSHIP

By:

Jay Newman, Mayor

Date: 10/23/2023

Sworn to and subscribed to before me on this 23 day of October, 2023.

NOTARY PUBLIC

JOANNE R. HERRON
NOTARY PUBLIC OF NEW JERSEY
Commission # 2398142
My Commission Expires 7/12/2025