

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

January 19, 2023

John Paff

Via OPRA Machine: opra+request-39106-f66cbcc1@requests.opramachine.com

Re: Open Public Records Act (OPRA) Request
Settlement Agreement and Release

Dear Mr. Paff:

Enclosed please find the document 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

Enclosure

Prestia , Donna

From: Khajezadeh, Dina
Sent: Monday, January 16, 2023 5:40 PM
To: Prestia , Donna; Carey, Erin
Subject: FW: [EXTERNAL] OPRA request - Settlement agreement (20230116-3.txt)

Sent from my Verizon, Samsung Galaxy smartphone

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

From: John Paff <opra+request-39106-f66cbcc1@requests.opramachine.com>
Date: 1/16/23 5:15 PM (GMT-05:00)
To: "Khajezadeh, Dina" <DKhajezadeh@co.ocean.nj.us>
Subject: [EXTERNAL] OPRA request - Settlement agreement (20230116-3.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:

Settlement Agreement or Release that resolved Paulhus v. Prosecutor's Office, Docket No. OCN-L-571-19.

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-39106-f66cbcc1@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

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/settlement_agreement_20230116_3t

Please note that in some cases publication of requests and responses will be delayed.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as "Release") made this ____ day of November 2022, is hereby given:

By: Michel A. Paulhus (hereinafter "Paulhus" or "Plaintiff"),

To: The County of Ocean, Ocean County Prosecutor's Office, Joseph D. Coronato and John R. Corson, Jr., (hereinafter "County Defendants" or "County of Ocean" or "Defendants" or "Releasees")

1. **Dismissal of Claims.** Upon receipt by counsel for Plaintiff of the payments outlined in Sections 3.a.i, 3.a.ii, and 3.a.iii of this Release Plaintiff shall dismiss, with prejudice, in their entirety, any and all claims against the County Defendants and/or any of the past or present officials, employees, departments, agents, servants, insurance carriers, or representatives of the County Defendants, individually and in their official capacities, jointly and severally, asserted by Plaintiff in the action captioned Michel A. Paulhus vs. Ocean County Prosecutor's Office, et al., in the Superior Court of New Jersey, Ocean County, Law Division, Docket No. OCN-L-571-19 (hereinafter the "Lawsuit" or "Litigation").

2. **Release and Discharge in Consideration for the Payment of the Consideration Provided for in this Release.** This Release shall constitute a full and final release and discharge of any and all claims, rights or causes of action, whether known or unknown, which Plaintiff may have against Defendants, including but not limited to any department of the County of Ocean, any past or present official or employee of the County of Ocean, and any of the County

of Ocean's agents, servants, or representatives, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Plaintiff may have against any of the County of Ocean's insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). This Release releases all claims which could have been asserted in the Lawsuit including those of which Plaintiff is not currently aware and those which are not mentioned in this Release. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, compensatory or punitive damages, expenses, compensation, or civil action of any kind, nature, character or description that Plaintiff raise or could have raised against Releasees in the Lawsuit, including those Plaintiff may not be aware of and those not mentioned in this Release including, but not limited to, any and all claims arising from or relating in any way to Plaintiff's employment with the County of Ocean, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have been brought in the Lawsuit. The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim for discrimination, harassment or retaliation; any claim in tort, or under any law or statute for claims such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, physical injury, defamation, slander, libel, reputational damage, or humiliation; in

contract, whether express or implied; under any County of Ocean policy, procedure or benefit plan; for attorneys' fees, back pay or front pay or unpaid wages of any kind; and under any federal, state or local law or ordinance; and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("Claims"); and any anti-retaliation provision of any statute or law; and any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs); and any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this Litigation.

3. **Payment and Settlement Terms.** Plaintiff has agreed to accept and Defendants have agreed to pay to Plaintiff One Million Seventy-Five Thousand Dollars (\$1,075,000.00) (the "Settlement Amount") allocated in the following manner and on the following terms:

- a. **Initial Payments.** Within the time periods set forth below which are triggered by receipt by counsel for Defendants of (a) a fully executed copy of this Release; (b) a Stipulation of Dismissal signed by counsel for Plaintiff; (c) a "clear" child support judgment lien search involving Plaintiff; and (d) an IRS form W-9 for Plaintiff's counsel's law firm (already provided) Defendants shall, by and

through their counsel deliver to counsel of Plaintiff the following partial payments totaling the Settlement Amount within the following time periods and allocated as set forth below:

- i. Within 30 days of receipt by counsel for Defendants of the items set forth in Section 3.a. above, a check in the gross amount of Three Hundred Thirty Thousand Dollars (\$330,000.00) payable to Plaintiff for economic damages subject to mandatory payroll tax withholdings which payment will be reported on an IRS W-2 Form. The check is to be delivered to Plaintiff's counsel via UPS, Federal Express or an equivalent courier delivery service. The parties agree that this portion of the Settlement Amount represents the agreed upon amount of Plaintiff's back and front lost wages and the diminution of pension damages based upon the economic damages expert report proffered by Defendants' in the Lawsuit; and
- ii. Within 12 days of receipt by counsel for Defendants of the items set forth in Section 3.a. above, a check in the full amount of One Hundred Sixty-Three Thousand Dollars (\$163,000.00) made payable to the attorney trust account of Cooper Levenson, P.A. and delivered to Plaintiff's attorney via Federal Express or equivalent courier delivery service for which an IRS 1099 reporting form will be issued to Cooper Levenson, P.A. for the amount paid hereunder. This amount represents full payment for attorneys' fees and costs.

- iii. Within 12 days of receipt by counsel for Defendants of the items set forth in Section 3.a. above, a check in the full amount of Two Hundred Ninety-One Thousand Dollars (\$291,000.00) made payable to Plaintiff and delivered to Plaintiff's attorney via UPS, Federal Express or an equivalent courier delivery service. The parties agree that this amount, together with the Deferred Payment (as more fully set forth below) is on account of emotional distress damages, physical injury damages, bodily injury damages, defamation damages, humiliation damages, reputational damages, false light damages, other non-economic damages, exemplary damages and punitive damages.
- b. **Deferred Payment.** In addition to the payments set forth in Section 3.a. above, Defendants shall, no sooner than January 3, 2023 and no later than January 18, 2023 deliver to counsel for Plaintiff via UPS, Federal Express or an equivalent courier delivery service a check payable to Plaintiff in the full amount of Two Hundred Ninety-One Thousand Dollars (\$291,000.00). The parties agree that this amount, together with the payment set forth in Section 3.a.iii, above, is also on account of emotional distress damages, physical injury damages, bodily injury damages, defamation damages, humiliation damages, reputational damages, false light damages, other non-economic damages, exemplary damages and punitive damages. In the event that the Deferred Payment is not made as required herein and promised by Defendants, Plaintiff may, on notice to counsel for the Ocean County Prosecutor's Office, move to enforce the terms of this agreement. In the event said motion is granted Plaintiff shall, in addition

to whatever other damages and substantive relief is awarded by the Court, be entitled to recover reasonable attorneys' fees and costs.

4. **Warranty of Capacity to Execute Release.** Plaintiff represents and warrants that no other person or entity has any interest in the Lawsuit, or in any other demands, obligations, or causes of action referred to in this Release, and that he has the sole right and exclusive authority to execute this Release and receive the benefits specified. He further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Release.

5. **No Admission of Liability:** It is expressly understood that neither the payment of any amount under this Release nor any other action taken by the Defendants in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff, or his employment was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendants have stated that they agreed to settle this matter for reasons other than the merits of Plaintiff's claims including the avoidance of the ongoing cost of litigation and the uncertainties thereon and that the Defendants specifically deny any liability to Plaintiff or to any other person. It is further understood that neither party is or should be deemed a prevailing party.

6. **Tax Implication.** Neither Party makes any representations as to the tax consequences or liability arising from any payment made under this Release. The Parties understand that any tax consequences and/or liability arising from payment to Plaintiff in

accordance with this Release shall be his sole responsibility and obligation and, subject to the remainder of this paragraph, neither the County of Ocean nor its insurers nor their agents, servants or representatives (past or present) shall be held liable for any payment of any taxes owed by Plaintiff. Plaintiff agrees that he will pay any and all income tax that may be due in connection with the payments described in Section 3 above. Since Plaintiff agrees that he is solely responsible for the payment of his portion of any taxes due on any settlement money received under this Release, should the Internal Revenue Service, any State or any other taxing agency or tribunal require the County of Ocean or its insurers to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiff with regard to the payment received under this Release, Plaintiff agrees to indemnify or reimburse the County of Ocean and its insurers and each of its agents, servants or representatives for any taxes he is required to pay. Notwithstanding the above, Plaintiff shall not be responsible in any amount for any part of the Employer's portion of any required contributions to any State or Federal payroll taxes including but not limited to FICA or Medicare.

7. **Liens – Indemnity and Hold Harmless:** It is expressly understood and agreed, and Plaintiff further covenants and agrees that he has not sought or obtained any medical treatment of any type which he alleges is in any way related to his employment with Defendants. Plaintiff certifies that no liens exist against the proceeds of this settlement. Nonetheless, Plaintiff agrees and represents that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that are and/or could be claimed by any person and/or entity in connection with the Lawsuit, will be fully paid, satisfied and released from the settlement proceeds paid herein, or that a sufficient

amount of the settlement proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released. Plaintiff specifically represents that as of the date of the execution of this Release and Settlement Agreement, no liens have been asserted in connection with the Lawsuit or any claims made in the Lawsuit.

In this regard, Plaintiff, agrees to indemnify and hold harmless the County of Ocean, any and all of their insurance carriers, attorneys and all others in privity with them, from any claim by, through and/or under Plaintiff including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them in any way relating to the injuries and claims arising from the incidents in question.

Plaintiff further agrees to hold harmless and indemnify Defendants from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

8. **Stipulation of Dismissal.** The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Release, will be filed with the Court.

9. **No Actions Permitted/Covenant Not To Sue:** Other than an action to enforce the terms of this Release and/or for damages as a result of Defendants' violation of any of the terms of this Release, Plaintiff waives his right to file any action on his own behalf seeking any form of damages and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on his behalf, with respect to anything which has happened up to the execution of this Release before any Federal, State or Local Court or Administrative agency against the Defendants, except if such waiver is

prohibited by law. Should any such action be filed, Plaintiff agrees that he will not accept any personal relief or recovery therefrom. Plaintiff confirms that to his knowledge no such action exists in any forum or form other than the Complaint bearing Docket No. OCN-L-571-19 (the Lawsuit) and covenants not to file any such action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this Release. Except as prohibited by law, in the event that any such action is filed by Plaintiff in any Federal, State or Local Court or Administrative agency, it shall be dismissed with prejudice upon presentation of this Release and Plaintiff shall reimburse the Defendants for the reasonable cost, including attorney's fees, of defending any such action. Nothing in this Release shall preclude, limit, or otherwise impact Plaintiff's ability to make or provide statements or otherwise provide information to any individual, entity, or governmental agency as permitted by law, or from taking any actions which may be appropriate, permitted or required by the Rules of Professional Conduct applicable to attorneys in the State of New Jersey.

10. **Inadmissible as Evidence.** This Release and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Release.

11. **Attorney's Fees and Expenses.** It is specifically understood and agreed that the amount paid under this Release includes all attorneys' fees and costs to which Plaintiff may have been entitled and the consideration paid herein is specifically intended to be inclusive of attorneys' fees and costs.

12. **Modification.** This Release may not be modified except by an agreement in writing executed by the parties hereto.

13. **Governing Law.** This Release shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

14. **Representation of Comprehension of Document.** In executing this Release, Plaintiff represents that he has relied upon the legal advice of his attorney, who is the attorney of his own choice, that he has had the full opportunity to review this Release with his attorney, and that the terms of this Release have been completely read and explained by his attorney, and that those terms are fully understood and voluntarily accepted.

15. **Entire Release.** This Release contains the entire agreement between Plaintiff and the Defendants concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each.

16. **Date of Release.** This Release shall be dated as of the date it is last signed by any of the parties to the Release, which date shall be incorporated on the face page.

17. **Effective Date.** This Release will become effective on the date on which it has been executed.

18. Representation by Paulhus. I, MICHEL A. PAULHUS, REPRESENT THAT UPON CONSULTATION WITH COUNSEL, I HAVE READ AND KNOWINGLY SIGN THIS RELEASE AND UNDERSTAND THE TERMS HEREOF AND VOLUNTARILY SIGN THIS AGREEMENT, AGREE TO THE DISMISSAL OF ALL CLAIMS, WITH PREJUDICE, AND TO THE RELEASE, WAIVER AND DISCHARGE PROVISIONS AS THEY MAY APPLY, AS SET FORTH IN THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT, IT BEING MY INTENTION TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS I MAY HAVE IN AND TO THE MATTERS IN DISPUTE WHICH ARE REFERENCED IN THE RELEASE IN EXCHANGE FOR THE PAYMENTS REFERENCED HEREIN.

19. Reasonable Period of Time. Plaintiff agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Release prior to executing this Release, but that he MAY WAIVE THIS TWENTY-ONE (21) DAY PERIOD BY SIGNING IN THE SPACE PROVIDED HERE:

DATED: November 17, 2022


MICHEL A. PAULHUS

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, I, Plaintiff, Michel A. Paulhus, have executed this Release
as of the date first written below.

MAPaulhus
MICHEL A. PAULHUS

Witness

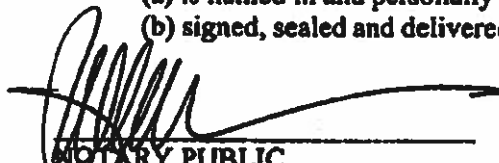
Dated: November 17, 2022

Dated: _____, 2022

STATE OF NEW JERSEY :
COUNTY OF : SS.

I Certify that on November 17, 2022 MICHEL A. PAULHUS personally came before
me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each
person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.



NOTARY PUBLIC
Russell C. Lieberman
Attorney-at-Law
State of New Jersey