

SETTLEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Release") is made and entered into by and between Marc Levine (hereinafter "Plaintiff"), and Township of Old Bridge, and its affiliates, former and present departments (including, but not limited to, the Old Bridge Police Department), divisions, employees (both paid and voluntary), servants, agents, directors, officers, officials, elected officials, insurers, third party administrators, owners, managers, administrators, legal and personal representatives, and all predecessors, successors and assigns (hereinafter "Releasees" or "Old Bridge" or "Defendants").

RECITALS

WHEREAS, Plaintiff is an employee of the Old Bridge Police Department and asserted certain claims against Defendants arising out of his dealings with Defendants in a lawsuit styled Levine v. Township of Old Bridge and Old Bridge Police Department, filed on or about August 1, 2016 in the Superior Court of New Jersey, Law Division, Middlesex County, Docket No. MID-L-4492-16 (the "Lawsuit"), alleging certain claims against Defendants arising out of Plaintiff's employment with the Defendants; and

WHEREAS the Defendants filed an Answer to the Complaint denying any and all liability in connection therewith; and

WHEREAS The Defendants and Plaintiff have agreed to settle all claims, finally and fully, including those asserted and not asserted in the Lawsuit, asserted by Plaintiff against Releasees, and all other actions and claims which Plaintiff has, had, or may have against the Releasees up to the date of this Release, and to settle all possible claims for attorneys' fees and costs in connection therewith, finally and fully, upon such terms and conditions set forth in this Release;

WHEREAS, Plaintiff understands and agrees that the Defendants, by reason of payment and other terms on behalf of the Releasees, do not admit any liability, nor have they made any agreement to make any payment or to take any action not reflected in this Release. Further, Plaintiff understands that the allegations contained in the Lawsuit remain disputed and denied by the Defendants and that the Defendants and their insurer underwent a cost benefit analysis, made a business decision, and have agreed to settle in order to avoid the inherent uncertainties associated with legal proceedings, and the additional legal fees and expenses of continuing these disputes, but that this Release represents a compromise of disputed claims; and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of the Defendants, or any one of them, is expressly denied.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

(1) Plaintiff understands and agrees that payment shall be made on behalf of Releasees by check made payable as follows: (1) a check in the amount of Two Hundred Ninety Thousand (\$290,000.00) Dollars made payable to Steven Cahn, Esq., as attorney for Marc Levine. Per request of the Plaintiff, to the extent permitted by law, an IRS Form 1099 will not be issued. Payment will be made subsequent to final approval of the Release by the Defendant's governing body, and fulfillment by Plaintiff of all conditions required herein. The payments will be made by December 4, 2018 as long as the conditions set forth herein have been completed.

After the payments by Releases have been made to Plaintiff, Defendants will file the Stipulation of Dismissal with Prejudice.

The above payment/consideration to Plaintiff and Plaintiff's attorneys represent full, final and complete payment of all claims made in this Lawsuit, or that could have been made against

Releasees including, but not limited to, claims for all related attorneys' fees, any potential fee shifting and/or any attorney fee enhancements.

Plaintiff understands and agrees that pursuant to N.J.S.A. 2A:17-56.23(b), the settlement sum will not be released until such time as Plaintiff provides defense counsel with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. Plaintiff further 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. Plaintiff also understands and agrees that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

Plaintiff understands and agrees that pursuant to Executive Order 13224, as amended by Executive Order 13268 and Executive Order 13608, a settlement sum will not be released until such time as Plaintiff provides defense counsel with a certified copy of a Patriot Act Search, performed by a private judgment search company, reflecting that Plaintiff is not on the list of prohibited individuals as compiled by the federal government., Plaintiff further understands and agrees that in the event it is revealed that Plaintiff is on such list, Plaintiff will not receive any of the proceeds of the settlement.

Plaintiff shall submit a letter providing that he retires effective February 1, 2020, in the form attached, which shall be accepted by the Defendants.

Plaintiff agrees to cooperate fully in having this matter dismissed with prejudice against Defendants immediately after payment is made to Plaintiff.

(2) Plaintiff understands and agrees that the above payment made to Plaintiff and Plaintiff's, on behalf of the Releasees as set forth above, shall be the sole and only payment on behalf of Releasees and shall not be enhanced or altered in any way by reason of any further imposition of taxes of any kind or type on the proceeds of Plaintiff's settlement for any reason. Plaintiff understands and agrees that the Releasees make no representations regarding the federal or state tax consequences of any of the payments referred to herein and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff, which in any way arises out of or is related to said payments. Plaintiff and/or Plaintiff's attorneys shall pay the federal and/or state taxes, if any, which are required by law to be paid by the Plaintiff and/or Plaintiff's attorneys with respect to this settlement. Plaintiff shall indemnify the Releasees for any tax liability and related costs, penalties and interest incurred by the Plaintiff in connection with this settlement. Plaintiff has not relied upon any representations, expressed or implied, made by the Releasees as to the possible tax consequences of this Release and releases the Releasees from any and all liability in connection with such tax consequences, it being the Releasees' express purpose and intent to comply with all tax laws.

(3) Plaintiff, for himself, his heirs, executors, administrators, legal and personal representatives, agents, beneficiaries and assigns, does irrevocably and unconditionally release and forever discharge and dismiss the Releasees, from the beginning of time up to and through the date of this Release is executed by Plaintiff, of and from any and all debts, obligations, grievances, claims, charges, demands, suits, judgments, or cause of action of any kind whatsoever, whether known or unknown, seen or unforeseen, which are raised or could have been raised against the Releasees in these Lawsuits, or in any other cause of action of any kind whatsoever, related to and/or arising out of this Lawsuit, in tort, contract, by statute or on any

other basis for compensatory, punitive, treble or other damages, expenses, costs, reimbursements, disbursements, attorneys' fees, enhanced fees, fees resulting from fee shifting, damages and interest or costs of any kind including, but not limited to, all rights and claims, whether in law or in equity, in any federal, state, county, local or municipal court, administrative agency or board, which Plaintiff or anyone acting through or on behalf of Plaintiff have had, have asserted or could have asserted, including, but not limited to, (a) all statutory claims including but not limited to discrimination based on discrimination of any kind, including but not limited to the Plaintiff, claims under the Constitutions of the United States and the State of New Jersey, the Centers for Medicare and Medicaid Services (CMS) guidelines, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1886, 42 U.S.C. §1983, 42 U.S.C. § 1985, 42 U.S.C. §1988, the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, the Rehabilitation Act, the Occupational Safety and Health Act, the Federal Family and Medical Leave Act, the Older Worker Benefit Protection Act, the Dodd-Frank Act, the Federal Age Discrimination in Employment Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Family Leave Act, the New Jersey Family Temporary Disability Act, the New Jersey Law Against Discrimination (including any claim that any action of Defendants (1) retaliated against Plaintiff based on his religion; (2) harassed, created a hostile work environment, or otherwise discriminated against Plaintiff on the basis of his religion; (3) constituted a pattern or practice of harassing behavior), the New Jersey Civil Rights Act, the New Jersey Equal Pay Act, the New Jersey State Wage and Hour Law, the New Jersey Wage Payment Law, the New Jersey Fair Credit Reporting Act, the New Jersey Worker's Compensation Act N.J.S.A. 34:15-1 et seq., and

any other statutes applicable to the allegations as set forth in the underlying Lawsuit; all claims arising under the United States or New Jersey Constitutions, all claims arising under any Executive Order or derived from or based upon any federal or state regulations; all common-law claims including but not limited to claims for wrongful discharge, public policy claims, retaliation claims, promissory estoppel, detrimental reliance, fraud, misrepresentation, negligent infliction of emotional distress and vicarious liability, claims for breach of an express or implied contract, claims for breach of an implied covenant of good faith and fair dealing, intentional infliction of emotional distress, harassment, assault, battery, defamation, conspiracy, loss of consortium, tortious interference with contract or prospective economic advantage and negligence; all claims for any compensation, potential punitive and non-punitive damages, compensatory or consequential damages including back wages, front pay, bonuses, incentive awards, merit awards, performance awards, fringe benefits, stock options, vacation days, excused workdays, personal or sick days, reimbursement for or payment of medical expenses, reinstatement, retroactive seniority, pension benefits, retirement-related benefits, severance benefits or any other form of economic loss; all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, liquidated damages and punitive damages; and all claims for costs and attorneys' fees on behalf of Plaintiff or any attorneys who may have represented him.

(4) Plaintiff, for himself, his heirs, executors, administrators, legal and personal representatives, agents, beneficiaries and assigns, does irrevocably and unconditionally release and forever discharge and dismiss the Releasees, from the beginning of time up to and through the date of this Release is executed by Plaintiff, any and all right, claim or entitlement ever to raise in the future any and/or all of the fact allegations and/or issues which were raised in the

Lawsuit, or which could have been raised in the Lawsuit, and/or which may arise out of this Lawsuit, as a claim, and/or an example of, and/or an allegation of, and/or evidence of, a claimed pattern and practice of discrimination in any future litigated matter, lawsuit, claim, or legal proceeding of any nature and/or kind whatsoever.

(5) It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Plaintiff, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. Plaintiff therefore agrees, upon prompt presentation of any such claims and/or liens, to defend the Defendants against any such claims and/or liens, and to indemnify and hold Defendants harmless against any judgment entered against Defendants based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Plaintiffs agree to pay all costs, interest and attorneys fees relative to any such lien.

(6) Notwithstanding the provisions set forth in paragraphs 3 and 4 above, Plaintiff understands and acknowledges that even though he is voluntarily executing this Release and dismissing this Lawsuit, he is not prohibited from filing a charge with the Equal Employment Opportunity Commission or a comparable state agency. In such case, however, Plaintiff agrees and voluntarily waives any right to monetary damages against the Releasees. Further, nothing in

this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law.

(7) Subject to the provisions set forth in paragraph 6 above, Plaintiff on behalf of himself, his heirs, executors, administrators, legal and personal representatives, agents, beneficiaries and assigns covenants and promises that neither he nor they will file or cause to be filed any charge, complaint, legal or administrative action of any nature before any court, board of administrative agency to assert any claim against the Releasees, arising out of Plaintiff's dealings with Releasees, except as may be necessary to enforce this Release.

(8) Plaintiff understands and agrees that this Release expresses a full and complete statement of any and all alleged liabilities, all of which have been denied by Defendants and are not now admitted; and regardless of the adequacy of the compensation to be paid under this Release, this Release is intended to avoid any existing or future litigation; and by executing this Release, Plaintiff acknowledges all of its terms to be binding on himself, his heirs, executors, administrators, legal and personal representatives, agents, beneficiaries and assigns, and agrees that neither he nor they will seek any other payment whatsoever from Releasees.

(9) Plaintiff understands and agrees that this Release does not constitute an admission by Defendants of any wrongful action for violation of any federal or state constitution, federal or state code, statute, regulation, policy or procedure, common law, public policy or contractual right, and that this Release is a settlement of disputed claims so that neither this writing, nor the fact of settlement, constitutes an admission of liability or wrongdoing or breach of duty. It is understood and agreed by Plaintiff that the Releasees, by reason of the payment to Plaintiff, do not admit any liability nor have they made any agreement to make any payment or take any action not reflected in this Release. Plaintiff understands that Defendants and their insurer

underwent a cost benefit analysis, made a business decision, and have agreed to settle in order to avoid the inherent uncertainties associated with legal proceedings and the additional legal fees and expenses of continuing these disputes, but that this Release represents a compromise of disputed claims and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of Releasees is expressly denied.

(10) Plaintiff for himself, his heirs, executors, administrators, personal and legal representatives, agents, beneficiaries and assigns, agrees to satisfy from the proceeds of this settlement, and be solely responsible for, any and all liens, rights of subrogation, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys fees or enhancements, whatsoever made by or sustained by, or arising from, any person, corporation, partnership, state or federal government, governmental agency including, but not limited to, the Social Security Administration, Medicare or Medicaid, any hospital, or any other medical provider, health care provider, disability or insurance benefits provider, workers compensation carriers, Medicare provider, Medicaid provider or any other entity arising in whole or in part out of this Lawsuit, or in any way connected to this Lawsuit.

Specifically, Plaintiff agrees to indemnify and hold harmless the Releasees, their insurers, attorneys, third party administrators and other in privity with them from any claims by, through, and/or under Plaintiff including, but not limited to, any past, present or future claims, private causes of action, liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, actions, damages, demands, suits, liabilities, denial of coverage actions, protection of interest actions, judgments, costs and expenses, including attorney's fees and enhanced fees, whatsoever made by, or sustained by, or arising from, any person, corporation, partnership, state or federal government, governmental agency including, but not limited to, the

Social Security Administration, Medicare, Medicaid, any hospital, or any other medical provider, health care provider, disability or insurance benefits provider, workers compensation carrier, Medicare provider, Medicaid provider, or any other entity arising in whole or in part out of this Lawsuit, or in any way connected to this Lawsuit, even though not a signatory to this agreement.

Further, even though Plaintiff is not currently enrolled in Medicare, should Plaintiff so enroll in the future, then Plaintiff shall set aside the funds necessary in an approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, if Plaintiff holds any belief that he may require treatment that is related to, and/or arises from, this Lawsuit. Moreover, Plaintiff avers and covenants that if Plaintiff determines not to set aside funds in an approved Medicare Set Aside Account then, in conjunction with his affirmations set forth above, it is because he does not at all expect that he will require medical and/or health care treatment for any conditions related to and/or arising from this Lawsuit and/or for the exacerbation of any medical and/or health care conditions for which Plaintiff may currently receive medical benefits, which exacerbation is related to and/or arises from this Lawsuit. Further, should funds not be placed in an approved Medicare Set Aside Account for Plaintiff, and if care and treatment for conditions related to, and/or arising out of, these Lawsuits are subsequently sought, then Plaintiff covenants and represents to the Releasees, their insurers, attorneys, third party administrators, and others in privity with them, that Plaintiff will not submit or seek payment of said medical care from Medicare, and/or any other government funded program.

Even though Plaintiff is not currently enrolled in Medicare, should Plaintiff so enroll in the future, Plaintiff agrees to reasonably cooperate with Old Bridge upon request with respect to (1) any reporting requirements under Section 111 of the Medicare, Medicaid and SCHIP

Extension Act of 2007; and/or (2) any claim that the Centers for Medicare and Medicaid Services may make for which Plaintiff is required, under this paragraph, to indemnify Releasees, their insurers, attorneys, third party administrators, and/or others in privity with them.

Plaintiff further affirms that he has never applied for Social Security Disability Insurance for medical and/or health care conditions, and/or the exacerbation thereof, related to and/or arising out of Plaintiff's claims in this Lawsuit.

(11) Plaintiff represents and warrants that no other person or entity has or has had any interest in the claim, demands, obligations, or causes of action referred to in this Release, except as otherwise set forth in this Release, and that Plaintiff has the sole right and exclusive authority to sign this Release and receive the sum specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, and/or causes of actions referred to in this Release.

(12) In exchange for the consideration received from Releasees, Plaintiff for himself, and on behalf of his heirs, executors, administrators, legal and personal representatives, agents, beneficiaries, assigns and attorneys, agrees that neither he nor they will disclose the terms of the settlement, any discussions and negotiations leading to the settlement or to this Release, or the underlying claims of this Lawsuit, to any person or entity including, but not limited to, the news media, digital media, internet correspondence/website/blogs, and/or any other person or entity other than to Plaintiff's spouse, accountant, attorneys, income tax preparer or similar professional, or the Internal Revenue Service, unless otherwise requested to do so by a court of competent jurisdiction by subpoena, or by an administrative agency of competent jurisdiction. If asked, Plaintiff shall say that "the matter has been resolved."

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that Plaintiff for himself, and his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and personal representatives, beneficiaries, and attorneys will not disparage Defendants and will not take any action to publicize the terms of settlement, any discussion and negotiations leading to the settlement or to this Release, or the underlying claims of this Lawsuit

If Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and personal representatives, beneficiaries and attorneys discloses any information concerning the settlement, the discussion and negotiations leading to this Release, or the underlying claims of this Lawsuit, to the enumerated others set forth in this paragraph, Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal, and personal representatives, beneficiaries, and attorneys, agrees to advise anyone to whom the information is disclosed that such information must be treated as being confidential, pursuant to, and subject to, the terms of this Release.

Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and/or personal representatives, beneficiaries, and attorneys, agrees that should he or they receive a demand for information, or are served with a subpoena, from the Internal Revenue Service, by an administrative agency, board, or court of competent jurisdiction, notice of the demand or service of the subpoena will be provided as soon as practicable prior to the release of such information. The notice of the request shall be sent by certified mail to Ronald A. Berutti, Esq. c/o/ Weiner Law Group LLP, 629 Parsippany Road, P.O. Box 438, Parsippany, New Jersey 07054. Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and/or personal representatives, beneficiaries, and attorneys agrees to

submit to the jurisdiction of the courts of the State of New Jersey, Middlesex County, in any action brought to enforce the confidentiality provision of this Release.

Further, unless required by law or legal process, Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and/or personal representatives, beneficiaries, and attorneys agrees that both he and they shall refrain from assisting, cooperating or participating in any manner in any lawsuit, administrative proceeding, arbitration, investigation, or claim of any kind relating to any matter that involves the claims which were or could have been subject of this Lawsuit, or which arise therefrom. Plaintiff for himself, his spouse, his heirs, executors, administrators, assigns, agents, servants, legal and/or personal representatives, beneficiaries, and attorneys agree that if he, or they, are asked for information in connection with any such matter, or to assist, cooperate and/or participate in any manner in it, he and they will decline to communicate further with the inquirer, and will immediately provide written notice to Ronald A. Berutti, Esq., at the address and in the manner set forth above, advising him of the identity of the person who made the inquiry, and the nature of the inquiry.

(13) This Release shall be binding upon and inure to the benefit and obligation of the Plaintiff, and any of the Plaintiff's heirs, executors, administrators, legal and/or personal representatives, beneficiaries, agents, servants, predecessors, successors, and/or assigns.

(14) Plaintiff understands and agrees that he shall bear his own attorneys' fees and costs incurred in this Lawsuit up and through the date of Plaintiff's execution of this Release. Should any Party seek to enforce the terms of this Release, the prevailing party shall be entitled to reasonable attorneys' fees and costs expended.

(15) The provisions of this Release are severable, and if any part is found to be unenforceable, the other portion(s) shall remain fully valid and enforceable to the full extent

permitted by law. This Release shall survive the termination of any arrangements contained within the severed and/or unenforceable portions.

(16) This Release shall be construed in accordance with the laws of the State of New Jersey, without regard to its conflict or choice of law rules. Any dispute hereunder shall be venued in the Superior Court of New Jersey, Middlesex County.

(17) Plaintiff represents and acknowledges as follows:

a. Plaintiff has carefully read and fully understands all of the provisions of this Release, which is written in a manner that Plaintiff understands and/or, if necessary as determined by counsel for Plaintiff, has been explained to Plaintiff through the services of an interpreter;

b. Through this Release Plaintiff, for himself and on behalf of his heirs, executors, administrators, assigns, agents, servants, legal and/or personal representatives, beneficiaries, and attorneys, is releasing Releasees from any and all claims Plaintiff may have against the Releasees arising up to and through the date of Plaintiff's execution of this Release;

c. The compensation/consideration that Plaintiff receives from the Releasees pursuant to this Release is good and valuable consideration to which Plaintiff would not otherwise be entitled, and Plaintiff acknowledges that the consideration is sufficient and adequate to support his promises, covenants and releases, as set forth in this Release;

d. Plaintiff was advised to consult, and has consulted with, an attorney of his choice, Steven D. Cahn, Esq., of Cahn & Parra, LLC, prior to executing this Release;

e. Plaintiff had a reasonable time of at least twenty-one (21) days (the "Consultation Period") within which to consider this Release before executing it. Plaintiff also acknowledges that he has been advised by his attorneys that any changes to this Release that may

be agreed upon by the parties after he has received this Release, whether material or immaterial, do not restart this Consultation Period.

Moreover, Plaintiff represents that if he executes this Release at any time prior to the end of the Consultation Period, such early execution was a knowing and voluntary waiver of his right to consider the Release for twenty-one (21) days, and was not induced by Releasees through fraud, or by providing different terms for signing the Release prior to the expiration of such period. Rather, Plaintiff agrees and represents that any early execution of this Release resulted from Plaintiff's desire to expedite the processing of the consideration/payment provided and to be timely paid herewith and Plaintiff's belief that he had ample time in which to consider and understand the Release and in which to review the Release with his attorneys;

f. Plaintiff for himself and on behalf of his heirs, executors, administrators, assigns, agents, servants, legal and personal representatives, beneficiaries and attorneys knowingly and voluntarily agrees to all the terms in this Release and intends to be legally bound by this Release.

By: Marc Levine
Plaintiff, Marc Levine

Dated: 10/30/18
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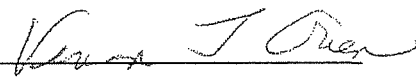
Attest: [Signature]

Dated: Oct 30 2018

Defendants, Township of Old Bridge and Old Bridge Police Department

By: 
Mayor, President

Dated: 11.19.18

Attest: 

Dated: 12/19/18