

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

April 11, 2022

JerseyShoreMan

Via OPRA Machine: opra+request-30537-b8d392bf@requests.opramachine.com

Re: Open Public Records Act (OPRA) Request
OCPO Settlement Agreements from Jan 1, 2016 – Dec 31, 2018

Dear Sir:

Enclosed please find the documents pursuant to your request made under the New Jersey Open Public Records Act (OPRA).

If I can be of further assistance, please do not hesitate to contact me directly at 732-929-2027, x3135.

Yours very truly,

Dina R. Khajezadeh

Dina R. Khajezadeh
Assistant Prosecutor

DRK/ec

Enclosures

O'MARA

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between AMANDA O'MARA (hereinafter "O'Mara") and the OCEAN COUNTY PROSECUTOR'S OFFICE (hereinafter "Prosecutor's Office") and the COUNTY OF OCEAN (hereinafter "Ocean") and its past and present officers, employees and agents, and any of its parents, subsidiaries, affiliates, assigns, agents, employees and successors, and any/all healthcare and other providers for the occurrences settled herein ("collectively the "Ocean Entities").

WHEREAS, O'Mara was employed as a Detective in the Prosecutor's Office; and

WHEREAS, O'Mara attempted to return to her position as a Detective but was denied the ability to do so by the Prosecutor's Office based upon a fitness for duty evaluation, which remains in dispute by O'Mara and her treating doctor; and

WHEREAS, the parties disagreed about O'Mara's ability to return to her position as a Detective and agreed to resolve their dispute through the present Agreement, which will include O'Mara's separation from employment from the Prosecutor's Office effective March 3, 2017; and

WHEREAS, O'Mara having made allegations of discrimination, including, under the New Jersey Law Against Discrimination, and the Ocean Entities having denied such allegations; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto, it is agreed as follows:

1. Settlement Payment: Ocean on behalf of the Prosecutor's Office shall pay O'Mara the sum of Thirty-Five Thousand (\$35,000.00) Dollars ("Settlement Payment") said amount being fully and completely inclusive of all emotional distress, personal and physical injuries and attorneys' fees and costs incurred by counsel for O'Mara and interest.
2. The amount called for herein shall be made payable to Kirsten Scheurer Branigan, Esq., attorney for O'Mara, within twenty (20) days of receipt by Robert D. Budesza, Esq., of Berry, Sahradnik, Kotzas & Benson, of an original of this Agreement executed by O'Mara; a W-9 executed by O'Mara's counsel; and a child support judgment search for O'Mara as required by the applicable statute. The parties agree that a copy of this Agreement will serve as the original.
3. Tax Consequences: The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" will be issued. O'Mara agrees to assume full liability for applicable State, Federal and Local taxes that may be required by law to be paid by O'Mara with respect to the Settlement Payment described above. O'Mara agrees to assume full liability for applicable

State, Federal and Local taxes that may be required by law to be paid by O'Mara with respect to any settlement of payment described herein (the "O'Mara Liabilities"). O'Mara further agrees that, in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from Ocean with respect to this settlement, O'Mara will fully and completely indemnify and hold harmless Ocean for sums Ocean may be required to pay in respect of the O'Mara Liabilities. It is the intent of the parties that the payment in Paragraph 1 above will be Ocean's and the Prosecutor's Office total payment to or for the benefit of O'Mara. O'Mara acknowledges that neither Ocean, nor any of their representatives or attorneys, nor O'Mara's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under Paragraph 1. O'Mara agrees and understands that her attorney has instructed her to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release.

4. Good Standing Separation/Pension: O'Mara's separation shall be recorded as in good standing and communicated as such in accordance with Paragraph 16 below. O'Mara is vested in her pension and will receive same in accordance with the applicable State Pension Rules.
5. Restricted Disclosure of Personnel and Internal Affairs Files: It is agreed by the parties that the contents of O'Mara's personnel file with the County of Ocean, the Prosecutor's Office and Internal Affairs ("O'Mara's Internal Affairs and Personnel Files") shall not be divulged to any outside party without the Ocean Entities first being provided with a written release from O'Mara specifically authorizing the divulging of said information including the time period for which said authorization is effective and the party or parties to whom said information may be divulged.
6. It also is understood by the parties that this Agreement with attachments: January 5, 2017 Report of Graydon G. Goss, M.D. (attached hereto as Exhibit A) and January 4, 2017 Letter by O'Mara's counsel, Kirsten Scheurer Branigan, Esq. (attached hereto as Exhibit B) shall remain in O'Mara's Internal Affairs and Personnel Files along with other documentation. It is further understood that this Agreement and attached Exhibits shall be available and placed in the file simultaneously with the execution of this Agreement.
7. Withdrawal of Charges: The parties agree that the Prosecutor's Office shall withdraw the charges brought by way of Preliminary Notice of Disciplinary Action, dated December 22, 2015 and executed by Glenn M. Miller, Chief of Detectives, from O'Mara's file as a part of this Agreement.
8. Unemployment Benefits: The Ocean Entities shall not oppose any unemployment benefits application being pursued by O'Mara. If information is requested by the State regarding O'Mara's separation from employment, the Ocean Entities will advise the State that O'Mara's separation was not a voluntary resignation in that

O'Mara was not permitted to return to her position as Detective by the Prosecutor's Office, despite her attempts to do so, for medical reasons due to O'Mara's police related employment, resulting in an agreement between the parties. This response shall not be deemed to be a violation by the Ocean Entities of Paragraph 16.

The Ocean Entities make no representations as to eligibility for O'Mara's application for unemployment benefits either before or after her official date of separation as eligibility for unemployment benefits is a decision solely within the purview of the relevant State of New Jersey agency.

9. No Judgements/Child Support: O'Mara certifies and warrants to the Prosecutor's Office and Ocean that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. O'Mara agrees to provide a copy of said judgment search to the Prosecutor's Office and Ocean in accordance with the applicable statute as part of the settlement. In the event O'Mara has outstanding child support judgments, O'Mara hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that she will fully and completely indemnify the Ocean Entities for any sums they may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments.
10. Release in Consideration for the Payment and the Consideration Provided for in this Release: O'Mara personally and for her estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Ocean Entities, their officers, agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement including, but not limited to, any events related to, arising from, or in connection with O'Mara's interactions with the Ocean Entities. O'Mara specifically waives, releases and gives up any and all claims arising from or relating to her association with the Ocean Entities based upon any act, event or omission occurring before the execution of this settlement including, but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited to, any potential claim regarding:
 - (a) The National Labor Relations Act;
 - (b) Title VII of the Civil Rights Act of 1964;
 - (c) Sections 1981 through 1988 of Title 42 of the United States Code;
 - (d) The Employment Retirement Income Security Act of 1974 (except as to vested benefits);

- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) 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);
- (t) 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;
- (u) 2 U.S.C. § 1983, 1988; and
- (v) Any and all claims under the New Jersey Constitution and/or the New Jersey Civil Rights Act.

Notwithstanding the above, O'Mara in no way releases any claims for vested benefits, including with respect to her pension, claims for breach of this Agreement and/or any claims based upon facts that may arise after the execution of this Agreement.

The Ocean Entities release O'Mara from any and all claims demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, constitutional or otherwise), whether known or unknown, which the Ocean Entities ever had, now have or hereafter can, shall or may have against O'Mara arising by reason of any act, omission or transaction occurring through the execution date of this Agreement.

11. Attorneys' Fees and Costs: O'Mara agrees that no amounts other than the Settlement Payment to be made pursuant to Paragraph 1 of this Agreement shall be sought by or owed to O'Mara or her attorney in connection with this matter.
12. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by the Ocean Entities in connection with O'Mara's alleged claims or this settlement, constitutes an admission by the Ocean Entities of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with O'Mara were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Ocean Entities have entered into this settlement for reasons other than the merits of O'Mara's claims including to avoid the cost of potential litigation and that the Ocean Entities specifically deny any liability to O'Mara or to any other person.
13. Entire Agreement: This Agreement contains the sole and entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof. O'Mara represents and acknowledges that, prior to executing this Agreement, she consulted her attorney (Kirsten Scheurer Branigan, Esq.), had ample time to do so, obtained the advice of counsel prior to making the decision to execute this Agreement, and that O'Mara has not relied upon any representation or statement not set forth in this Agreement made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.
14. Confidentiality: The parties agree and promise that, to the extent permitted by law, and unless directed to do so by Court Order or Subpoena, they will not disclose, in any manner whatsoever, any information regarding the terms of this Agreement between the parties, to any person or organization, public or private, within the United States of America. O'Mara may disclose said information to her "immediate family members" as defined under the New Jersey Family Leave Act, or to her accountants, health care professionals, attorneys, doctors, the appropriate taxing authorities or other professionals, and such information may also be disclosed to the Prosecutor's Office and the Personnel Department of the County of Ocean in accord with applicable confidentiality rules and regulations. The parties may also make disclosures if required by law, court order, legal

process, lawful subpoena, governmental inquiry or in any action involving breach of this Agreement and/or arising after the execution of this Agreement.

15. No Future Contact and/or Employment: O'Mara recognizes and acknowledges that in accord with the Agreement, to the extent permitted by law, her employment relationship with the Prosecutor's Office is permanently and irrevocably severed and that she is not eligible for rehire or reemployment with the Prosecutor's Office or Ocean now or at any time in the future and, hence, covenants that at no time will she seek resumed employment or any other remunerative relationship.
16. Neutral Reference/Restriction of Disclosure of Fitness for Duty: O'Mara agrees that the Ocean Entities will respond to any personnel inquiries including from future employers, made concerning O'Mara by only confirming the dates of employment, the job title of O'Mara and that she departed from employment in good standing unless specifically requested by O'Mara in writing to provide additional information to the individual or entity inquiring of such information. The Ocean Entities will not respond to any inquiries on whether O'Mara is eligible for rehire and will advise that providing such information is not permitted under their policy. Absent by express permission as set forth in this Agreement, the Ocean Entities will not affirmatively notify any person or entity of their assessment of O'Mara's fitness for duty including, but not limited to, United States Army Pennsylvania National Guard.
17. Non-Disparagement: The parties agree that they shall not issue, author, or make or cause to be issued, any defamatory, critical, or disparaging remarks, comments, or statements about each other. Notwithstanding this Paragraph, the parties will testify truthfully in response to any lawful subpoena, legal process, court order or government inquiry and such testimony will not be deemed a violation of this Paragraph.
18. Severability: O'Mara agrees that, if any Court declares any portion of this Release unenforceable, the remaining portion shall be fully enforceable.
19. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. O'Mara agrees that any action to enforce or interpret this Agreement shall only be brought in a Court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.
20. Liens -- Indemnity and Hold Harmless: O'Mara 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, will be fully paid, satisfied and released from the settlement proceeds paid herein.

In this regard, O'Mara agrees to indemnify and hold harmless the Ocean Entities, any and all of their insurance carriers, attorneys and all others in privity with

them, from any claim by, through and/or under O'Mara including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds; provided, however, that O'Mara shall not be obligated to provide any indemnification with respect to any employer portion of Medicare, Social Security and any other similar state and local employment taxes relating to her employment with the Prosecutor's Office.

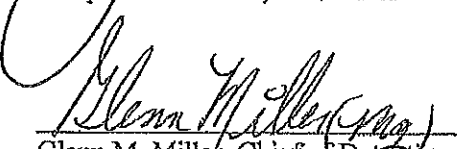
O'Mara further agrees to hold harmless and indemnify the Ocean Entities from any cause of action including, but not limited to, an action to recover or recoup welfare or related benefits which are applicable to, or are sought to be applied to, any aspect of this settlement.

21. Medicare Set-Aside: O'Mara further expressly represents and indicates to the Ocean Entities, that she is not Medicare eligible nor is she receiving Medicare assistance.
22. No Claims Permitted/Covenant Not To Sue: O'Mara waives her right to file any charge or complaint on her own behalf 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 her behalf, with respect to anything which has happened up to the execution of this Agreement before any Federal, State or Local Court or Administrative agency against the Prosecutor's Office and/or Ocean, except if such waiver is prohibited by law. Should any charge or complaint be filed, O'Mara agrees that she will not accept any relief or recovery therefrom. O'Mara confirms that no such charge, complaint or action exists in any forum, and covenant not to file any charge, complaint or action in any forum or form against the Ocean Entities based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by O'Mara, it shall be dismissed with prejudice upon presentation of this Agreement and O'Mara shall reimburse the Ocean Entities for the cost, including attorneys' fees, of defending any such action.
23. Non-Exclusivity of Remedies: The remedies provided for in the event any section of this Agreement is breached by the parties shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.
24. No Cooperation/Participation: O'Mara covenants and agrees that she will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Ocean Entities asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Ocean Entities unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this settlement. This paragraph is not intended to prevent or preclude any cooperation by O'Mara with any governmental inquiry or investigation.

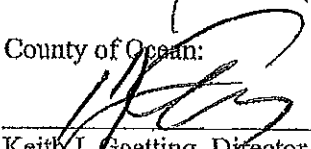
25. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
26. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.
27. No Waiver of Breach: The waiver of any provision of this Release shall not be construed or operate as a waiver of any subsequent breach.
28. Effective Date: This Agreement will become effective on the date on which it has been executed by O'Mara. O'Mara acknowledges that she has had sufficient time to review and consider this Agreement, which waives all of her rights and claims against the Ocean Entities and understands the contents thereof. O'Mara further understands acknowledges that she has seven (7) days from the date of execution of this Agreement to rescind this Agreement by giving clear, written notice signed by her or her legal counsel to legal counsel for the Ocean Entities.
29. Acknowledgement: By signing this Agreement, O'Mara indicates that she has read this Agreement; that she understands the contents of same, acknowledges the ramifications of the signing of same and will abide by any obligations required of her in this Agreement; that she has been advised and has consulted with her attorney prior to executing this Agreement; that she signs same knowingly and voluntarily without any outside influence or coercion; and that she is not under the influence of any drugs or alcohol which would inhibit her ability to understand and agree to the terms set forth herein.

Ocean County Prosecutor's Office:

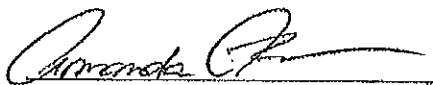

Joseph D. Coronato, Prosecutor


Glenn M. Miller, Chief of Detectives

County of Ocean:


Keith J. Goetting, Director
Employee Relations

Dated: 3/10/17


Amanda O'Mara

Dated: March 9, 2017

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of SAN FRANCISCO }

On March 09, 2017 before me, NIRAJ PATEL (Notary Public)
(Here insert name and title of the officer)

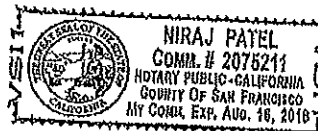
personally appeared AMANDA K. OMARA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County Information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

STATE OF

SS:

COUNTY OF _____

I certify that, on _____, 2017, AMANDA O'MARA personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one person, each person):

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

Notary Public

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between LOURMARIE CLAYTON (hereinafter "Clayton") and the OCEAN COUNTY PROSECUTOR'S OFFICE (hereinafter "Prosecutor's Office") and the COUNTY OF OCEAN (hereinafter "Ocean") and its past and present officers, employees and agents, and any of its parents, subsidiaries, affiliates, assigns, agents, employees and successors, and any/all healthcare and other providers for the occurrences settled herein ("collectively the "Ocean Entities").

WHEREAS, Clayton was employed as a Detective in the Prosecutor's Office; and

WHEREAS, Clayton due to certain work issues was served with an Internal Affairs Complaint Notification dated and served on January 10, 2018 terminating Clayton's employment with the Prosecutor's Office based on a fitness for duty evaluation; and

WHEREAS, the parties disagreed about Clayton's ability to return to her position as a Detective and agreed to resolve their dispute through the present Agreement, which will include Clayton's separation from employment from the Prosecutor's Office effective February 25, 2018; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto, it is agreed as follows:

1. Settlement Payment: Ocean on behalf of the Prosecutor's Office has paid Clayton salary through February 25, 2018 despite suspension from active work participation as of January 10, 2018.
2. Good Standing Separation/Pension: Clayton's separation shall be recorded as in good standing and communicated as such in accordance with Paragraph 13 below. Clayton shall be entitled to whatever rights she has in accordance with the applicable State Pension Rules.
3. Restricted Disclosure of Personnel and Internal Affairs Files: It is agreed by the parties that the contents of Clayton's personnel file with the County of Ocean, the Prosecutor's Office and Internal Affairs ("Clayton's Internal Affairs and Personnel Files") shall not be divulged to any outside party without the Ocean Entities first being provided with a written release from Clayton specifically authorizing the divulging of said information including the time period for which said authorization is effective and the party or parties to whom said information may be divulged.
4. It also is understood by the parties that this Agreement together with the report of Jennifer Kelly, Ph.D., ABPP, dated December 15, 2017, shall remain in Clayton's Internal Affairs and Personnel Files along with other documentation.

5. Withdrawal of Charges: The parties agree that the Prosecutor's Office shall withdraw the charges brought by way of the Internal Affairs Complaint Notification, dated January 10, 2018, from Clayton's file as a part of this Agreement.
6. Unemployment Benefits: The Ocean Entities shall not oppose any unemployment benefits application being pursued by Clayton. If information is requested from the State regarding Clayton's separation from employment, the Ocean Entities will advise the State that Clayton's separation was not a voluntary resignation in that Clayton was not permitted to return to her position as Detective by the Prosecutor's Office, despite her attempts to do so, for medical reasons due to Clayton's police related employment, resulting in an agreement between the parties. This response shall not be deemed to be a violation by the Ocean Entities of Paragraph 13.

The Ocean Entities make no representations as to eligibility for Clayton's application for unemployment benefits either before or after her official date of separation as eligibility for unemployment benefits is a decision solely within the purview of the relevant State of New Jersey agency.

7. Release in Consideration for the Payment and the Consideration Provided for in this Release: Clayton personally and for her estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Ocean Entities, their officers, agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement including, but not limited to, any events related to, arising from, or in connection with Clayton's interactions with the Ocean Entities. Clayton specifically waives, releases and gives up any and all claims arising from or relating to her association with the Ocean Entities based upon any act, event or omission occurring before the execution of this settlement including, but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited to, any potential claim regarding:

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974 (except as to vested benefits);

- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) 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);
- (t) 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;
- (u) 2 U.S.C. § 1983, 1988; and
- (v) Any and all claims under the New Jersey Constitution and/or the New Jersey Civil Rights Act.

Notwithstanding the above, Clayton in no way releases any claims for vested benefits, if any, including with respect to her pension.

The Ocean Entities release Clayton from any and all claims demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, constitutional or otherwise), whether known or unknown, which the Ocean Entities ever had, now have or hereafter can, shall or may have against Clayton arising by reason of any act, omission or transaction occurring through the execution date of this Agreement.

8. Attorneys' Fees and Costs: Clayton agrees that no amounts other than payment of salary through February 25, 2018 shall be sought by or owed to Clayton or her attorney in connection with this matter, however, Clayton will be paid for accrued vacation and personal time due as of February 25, 2018.
9. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by the Ocean Entities in connection with Clayton's alleged claims or this settlement, constitutes an admission by the Ocean Entities of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Clayton were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.
10. Entire Agreement: This Agreement contains the sole and entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof. Clayton represents and acknowledges that, prior to executing this Agreement, she consulted with her attorney, John P. Rowland, Esq., had ample time to do so, obtained the advice of counsel prior to making the decision to execute this Agreement, and that Clayton has not relied upon any representation or statement not set forth in this Agreement made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

11. Confidentiality: The parties agree and promise that, to the extent permitted by law, and unless directed to do so by Court Order or Subpoena, they will not disclose, in any manner whatsoever, any information regarding the terms of this Agreement between the parties, to any person or organization, public or private, within the United States of America. Clayton may disclose said information to her "immediate family members" as defined under the New Jersey Family Leave Act, or to her accountants, health care professionals, attorneys, doctors, the appropriate taxing authorities or other professionals, and such information may also be disclosed to the Prosecutor's Office and the Personnel Department of the County of Ocean in accord with applicable confidentiality rules and regulations. The parties may also make disclosures if required by law, court order, legal process, lawful subpoena, governmental inquiry or in any action involving breach of this Agreement and/or arising after the execution of this Agreement.
12. No Future Contact and/or Employment: Clayton recognizes and acknowledges that in accord with the Agreement, to the extent permitted by law, her employment relationship with the Prosecutor's Office is permanently and irrevocably severed and that she is not eligible for rehire or reemployment with the Prosecutor's Office or Ocean now or at any time in the future and, hence, covenants that at no time will she seek resumed employment or any other remunerative relationship.
13. Neutral Reference/Restriction of Disclosure of Fitness for Duty: Clayton agrees that the Ocean Entities will respond to any personnel inquiries including from future employers, made concerning Clayton by only confirming the dates of employment, the job title of Clayton and that she departed from employment in good standing unless specifically requested by Clayton in writing to provide additional information to the individual or entity inquiring of such information. The Ocean Entities will not respond to any inquiries on whether Clayton is eligible for rehire and will advise that providing such information is not permitted under their policy. Absent by express permission as set forth in this Agreement, the Ocean Entities will not affirmatively notify any person or entity of their assessment of Clayton's fitness for duty.
14. Non-Disparagement: The parties agree that they shall not issue, author, or make or cause to be issued, any defamatory, critical, or disparaging remarks, comments, or statements about each other. Notwithstanding this Paragraph, the parties will testify truthfully in response to any lawful subpoena, legal process, court order or government inquiry and such testimony will not be deemed a violation of this Paragraph.
15. Severability: Clayton agrees that, if any Court declares any portion of this Release unenforceable, the remaining portion shall be fully enforceable.

16. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Clayton agrees that any action to enforce or interpret this Agreement shall only be brought in a Court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.
17. Medicare Set-Aside: Clayton further expressly represents and indicates to the Ocean Entities, that she is not Medicare eligible nor is she receiving Medicare assistance.
18. No Claims Permitted/Covenant Not To Sue: Clayton waives her right to file any charge or complaint on her own behalf 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 her behalf, with respect to anything which has happened up to the execution of this Agreement before any Federal, State or Local Court or Administrative agency against the Prosecutor's Office and/or Ocean, except if such waiver is prohibited by law. Should any charge or complaint be filed, Clayton agrees that she will not accept any relief or recovery therefrom. Clayton confirms that no such charge, complaint or action exists in any forum, and covenant not to file any charge, complaint or action in any forum or form against the Ocean Entities based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Clayton, it shall be dismissed with prejudice upon presentation of this Agreement and Clayton shall reimburse the Ocean Entities for the cost, including attorneys' fees, of defending any such action.
19. Non-Exclusivity of Remedies: The remedies provided for in the event any section of this Agreement is breached by the parties shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.
20. No Cooperation/Participation: Clayton covenants and agrees that she will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Ocean Entities asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Ocean Entities unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this settlement. This paragraph is not intended to prevent or preclude any cooperation by Clayton with any governmental inquiry or investigation.
21. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

22. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.
23. No Waiver of Breach: The waiver of any provision of this Release shall not be construed or operate as a waiver of any subsequent breach.
24. Effective Date: This Agreement will become effective on the date on which it has been executed by Clayton. Clayton acknowledges that she has had sufficient time to review and consider this Agreement, which waives all of her rights and claims against the Ocean Entities and understands the contents thereof. Clayton further understands acknowledges that she has seven (7) days from the date of execution of this Agreement to rescind this Agreement by giving clear, written notice signed by her or her legal counsel to legal counsel for the Ocean Entities.
25. Acknowledgement: By signing this Agreement, Clayton indicates that she has read this Agreement; that she understands the contents of same, acknowledges the ramifications of the signing of same and will abide by any obligations required of her in this Agreement; that she has been advised and has consulted with her attorney prior to executing this Agreement; that she signs same knowingly and voluntarily without any outside influence or coercion; and that she is not under the influence of any drugs or alcohol which would inhibit her ability to understand and agree to the terms set forth herein.

Ocean County Prosecutor's Office:

Joseph D. Coronato, Prosecutor

Lourmarie Clayton

Dated: _____

Glenn M. Miller, Chief of Detectives

County of Ocean:

Keith J. Goetting, Director
Employee Relations

Dated: _____

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "this Release") is entered into by and between EHSAN F. CHOWDHRY, (hereinafter "Plaintiff") and the County of COUNTY OF OCEAN and JOSEPH D. CORONATO, OCEAN COUNTY PROSECUTOR (hereinafter "Defendants") (collectively, "the Parties")

WHEREAS, Plaintiff filed a Complaint against Defendants in the Superior Court of New Jersey, Ocean County, Law Division, which was subsequently transferred to Monmouth County, entitled EHSAN F. CHOWDHRY v. COUNTY OF OCEAN & JOSEPH D. CORONATO, OCEAN COUNTY PROSECUTOR, bearing Docket No. MON-L-3761-16, and has asserted claims against the Defendants in connection with alleged events arising out of Plaintiff's employment with Defendant COUNTY OF OCEAN in the Ocean County Prosecutor's Office; and

WHEREAS, the Parties settled all controversies amongst them, including Plaintiff's claims in the action bearing Docket No. MON-L-3761-16, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

NOW, for and in consideration of the Agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the Parties hereto; it is agreed as follows:

1. Terms of Settlement:

- (a) Defendant hereby agrees to pay Plaintiff the total settlement amount of NINETY-NINE THOUSAND, NINE HUNDRED NINETY NINE DOLLARS and 99/100 (\$99,999.99) ("the Settlement Amount"), fully and completely inclusive of all attorney's fees and costs incurred by counsel for Plaintiff as well as any interest.
- (b) Plaintiff agrees that, but for this Settlement Agreement and Release, he would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;
- (c) The settlement amount shall be paid by Defendants and/or its insurance carriers in the form of one check payable to Javerbaum, Wurgaft, Hicks, Kahn, Wikstrom & Sinins Trust Account. Full payment of the settlement amount shall be made within thirty (30) days upon receipt from Andrew M. Moskowitz, ESQ., of Javerbaum, Wurgaft, Hicks, Kahn, Wikstrom & Sinins, of an original of this Release executed by Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") of this matter, which will be held in escrow by Defendants' counsel until Plaintiff's counsel confirms that the settlement funds have cleared Plaintiff's counsel's trust account, together with a W-9 executed by Plaintiff's counsel, and a Child Support Judgment Search for Plaintiff as required by the applicable statute;

- (d) Plaintiff certifies and warrants to Defendants that he has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to Defendants in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that he will satisfy all such outstanding judgments out of the proceeds of this settlement and that he will fully and completely indemnify Defendant for any sums the Defendants may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and
- (e) The details of Plaintiff's employment will remain private to the fullest extent allowed by law. Defendant Joseph D. Coronato will provide Plaintiff with a neutral employment reference, stating: Ehsan F. Chowdhry was employed by the County of Ocean in the Prosecutor's Office from on or about September 24, 2007 through July 29, 2016. He resigned in good standing effective July 29, 2016.
- (f) Except as set forth herein, the details of your employment will remain private to the fullest extent allowed by law. Defendant County of Ocean, through the Department of Human Resources will respond to all inquiries about the Plaintiff's employment as follows: Ehsan F. Chowdhry was employed by the County of Ocean in the Prosecutor's Office from on or about September 24, 2007 through July 29, 2016. He resigned in good standing effective July 29, 2016. Pursuant to the Open Public Records Act, the Defendants may provide information concerning the Plaintiff's salary. The Plaintiff may refer inquires to the Ocean County Department of Human Resources at (732) 929-2128.

Nothing herein shall prevent Plaintiff's former colleagues from voluntarily providing a reference for Plaintiff, however, Defendants shall not held liable in any manner for said statements.

- (g) The Defendant shall amend the Plaintiff's status in the State CAMPS system and personnel file to reflect a change of status to resigned in good standing effective July 29, 2016. A print out of the screen shall be provided to Plaintiff's attorney.
- (h) The Plaintiff shall withdraw EEOC Charge 524-2016-01038. Proof of withdrawal or dismissal shall be provided by Plaintiff.
- (i) The Defendants shall provide the Plaintiff with his Badge placed on a plaque in the usual and customary manner consistent with what has been provided to other Assistant Prosecutors who have left the Ocean County Prosecutor's Office.

- 2. Dismissal of Action: Plaintiff understands and agrees that counsel for

Defendants will file the executed original of the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Monmouth County, Law Division, upon payment of the settlement amount and not before. Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in this Agreement: Plaintiff personally and for his estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against Defendants, its officers, agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from, or in connection with Plaintiff's interactions with Defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or in association with Defendants based upon any act, event or omission occurring before the execution of this settlement, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law.

4. Attorney's Fees and Costs: Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 (a) of this Release shall be sought by or owed to Plaintiff or his attorney in connection with this matter.

5. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by 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 were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. Similarly, Plaintiff denies any wrongdoing as alleged by Defendants. It is further understood that Defendants have entered into this Agreement for reasons other than the merits of Plaintiff's claims; including, but not limited to, to avoid the costs of litigation, and Defendants specifically deny any liability to Plaintiff or to any other person.

6. Entire Agreement: This Release contains the sole and entire Agreement between the Parties hereto and fully supersedes any and all prior Agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, he consulted his attorney (Andrew M. Moskowitz, ESQ.), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Release. No other promises or Agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Release.

7. Non-Disclosure of Settlement Terms to Print or Electronic Media,

Social Media, Electronic Forums or Websites or in any other forum or manner: The Parties agree and promise that, to the extent permitted by law, they will not disclose any information regarding the existence or terms of the settlement of this matter to any print or electronic media, social media, or electronic forums or websites, or in another form or manner including verbally.

8. Neutral Reference: Plaintiff agrees that Defendants will respond to any personnel inquiries made concerning Plaintiff by providing information in accordance with paragraph 1(e) and (f). Defendant will further indicate that it is Defendant's policy to convey only this information with regard to any employee.

9. Severability: Plaintiff agrees that if any Court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

10. Applicable Law: This General Release shall be construed and interpreted accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in a Court of competent jurisdiction of the State of New Jersey or the federal courts of New Jersey.

11. Liens — Indemnity and Hold Harmless: It is expressly understood and agreed, and Plaintiff further covenants and agrees that he has not sought any medical treatment of any type which he alleges is in any way related to his employment with the COUNTY OF OCEAN or separation therefrom and that Plaintiff covenants, represents and agrees that he does not claim, allege or assert in any way, that he has sustained any bodily injury of any type or nature, that is in any way related to his employment with the COUNTY OF OCEAN or separation therefrom. Nevertheless, 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 is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the settlement proceeds paid herein, or that 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.

In this regard, Plaintiff agrees to indemnify and hold harmless the COUNTY OF OCEAN, any and all of its 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 incident 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.

12. Medicare Set-Aside. It is further expressly understood and agreed, to the extent applicable, Plaintiff covenants that he will set aside funds necessary in an approved Medicare Set-Aside Account, to pay for any anticipated future medical

and/or health care needs of Plaintiff, for any injury and/or condition that requires treatment that arises from the injuries related and/or caused by the alleged employment-related incidents in question. In the alternative, Plaintiff shall, in concert and consultation with appropriate counsel, aver and covenant that he does not presently anticipate that he will require medical and/or health care treatment for any injuries and/or conditions related and/or arising from the Claims set forth herein. Further, should funds not be placed in an approved Medicare Set-Aside Account for Plaintiff, and care and treatment for injuries and/or conditions allegedly related to the Claims referenced herein be subsequently sought, then Plaintiff covenants and represents to the Released Parties, their insurance carriers, their attorneys and others in privity with them, that Plaintiff will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Plaintiff stated herein.

13. Non-exclusivity of Remedies: The remedies provided for in the event any section of this Release is breached by Plaintiff or Defendant as discussed above shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.

14. Confidentiality: This document and its terms shall be confidential and not raised, discussed or used for any purpose, unless there is a dispute over the application of this Agreement, or unless a party is compelled to reveal this information pursuant to legal process. This Agreement is in every respect strictly confidential and its existence and terms shall not be disclosed by Plaintiff except to a spouse, attorney, mediator, tax advisor, pursuant to a court order and to appropriate government authorities which may require this information. In response to inquiries, the Parties may state, "the matter has been resolved."

Plaintiff and Defendants agrees not to disclose the terms and conditions of this Settlement Agreement and Release, except as may be required in the New Jersey Open Public Records Act (OPRA). It is further understood and agreed and made a part hereof that neither the Defendants nor the Plaintiff, except as may be required by law, shall not, directly or indirectly, disclose the terms of, or existence of, this Agreement, or the background or negotiations of this Agreement to anyone other than the individuals set forth above, and will keep confidential the settlement embodied by this Agreement. It is further understood and agreed and made part hereof that neither the Plaintiff or Defendants nor their attorneys or other representatives will in any way publicize in any news or communications media, including, but not limited to, newspapers, magazines, radio, television or the internet, the facts or terms and conditions of this settlement. Defendants and Plaintiff expressly agrees to decline comment on any aspect of this settlement to any member of the news media. This clause is intended to become part of the consideration for settlement of this claim. Plaintiff understands that the promise contained in this paragraph forms part of the essence of this Agreement.

The undersigned hereby acknowledges that a material aspect of this settlement is an agreement by the Plaintiff to keep confidential the facts, terms and

conditions of this Release and settlement including all terms and provisions thereof. The undersigned further agrees and acknowledges that this Settlement is a confidential matter and that he will not disclose the same, except to a spouse, attorney, mediator, or tax advisor or pursuant to a court order and to appropriate government authorities which may require this information. The undersigned acknowledges that the Defendants, if requested, pursuant to the Open Public Records Act or pursuant to the common law of the State of New, may be obligated to release certain information concerning this Settlement. Any such release by the Defendants shall not a breach of the confidentiality provisions of this Settlement and does constitute a waiver of my obligation of the Plaintiff to keep this settlement confidential.

15. Non-Disparagement. The Defendants and Plaintiff will not disparage each other or any agents or employees of the Defendants. The Defendants will not disparage Plaintiff or his performance. Similarly, Plaintiff will not disparage the Ocean County Prosecutor's Office or any of its representatives and employees.

16. No Cooperation/Participation: Plaintiff covenants and agrees that he will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of Defendant asserting, or seeking to assert any cause of action, charge for any claim whatsoever against Defendants unless compelled to do so by force of law or subpoena.

17. Breach. The Parties agree that any violation or breach by the other party or anyone on his/its behalf of any provision of this Agreement and Release shall give rise to an action by the other party for relief including, but not limited to rescission of this agreement. Without limiting any of the other remedies available to the Releases, at law or in equity, the Parties agree that any actual or threatened violation of any of the provisions of the Agreement and Release may be immediately restrained or enjoined by any Court of competent jurisdiction and that any Temporary Restraining Order or emergent preliminary injunction may be issued by any Court of competent jurisdiction, without notice and without bond. In the event that any proceedings initiated by one of the Parties are found to result from the actual violation of any of the provisions of this Agreement and Release, the other party shall be liable for costs and expenses, including without limitation, reasonable attorney's fees incurred by the party who initiated such proceedings.

18. Strict Adherence: The failure of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement. If any part of this clause is deemed unenforceable by any court of competent jurisdiction the surviving portions of this clause shall remain in full force and effect.

19. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other Parties evidenced by a duly authorized and executed written instrument.

20. No Waiver of Breach: The waiver of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach.

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

BY SIGNING THIS AGREEMENT, PLAINTIFF EHSAN F. CHOWDHRY, ESQ., STATES THAT

- a) HE HAS READ IT;
- b) HE UNDERSTANDS IT AND KNOWS THAT HE IS GIVING UP IMPORTANT RIGHTS, AND THAT HE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH HE WAS NOT ALREADY ENTITLED;
- c) HE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- d) HIS ATTORNEY(S) NEGOTIATED THIS GENERAL RELEASE WITH HIS KNOWLEDGE AND CONSENT;
- e) HE HAS BEEN ADVISED TO CONSULT WITH HIS ATTORNEY(S) PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS, IN FACT, DONE SO; AND

f) HE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY.

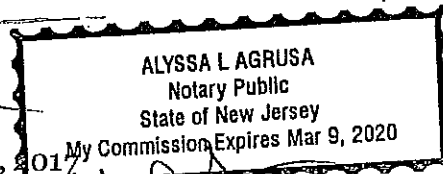
PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, Plaintiff has hereunto signed this Release the day and year below written.

DATED: TH 11/9/17

[Signature]
PLAINTIFF, EHSAN F CHOWDHRY, ESQ.

STATE OF NEW JERSEY :
COUNTY OF Ocean SS.



I Certify that on November 9, 2017

Ehsan F Chowdhry 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.

[Signature]
NOTARY PUBLIC

Date: 11/17/17

Signature: [Signature]
Mathew B. Thompson, ESQ.,
Attorney for Defendants