

ANDREW POULOS.

Plaintiff.

-VS-

STATE OF NEW JERSEY, OFFICE OF THE
STATE COMPTROLLER, JOSHUA
LICHTBLAU, ABC CORPORATIONS 1-5
(fictitious names describing presently unidentified
business entities) and JOHN DOES 1-5 (fictitious
names describing presently unidentified
individuals).

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MERCER COUNTY
DOCKET NO. MER-L-2263-18

THIS SETTLEMENT AGREEMENT and GENERAL RELEASE ("Agreement") is entered into this date by and between Andrew Poulos (hereinafter referred to as "Plaintiff") and the State of New Jersey (hereinafter referred to as "Defendant"). Joshua Lichtblau has been voluntarily dismissed With Prejudice prior to the execution of this Agreement. For purposes of this Agreement, the term "Plaintiff" shall mean and include Andrew Poulos and all of his executors, administrators, successors, assigns, agents and representatives. For purposes of this Agreement, the term "Defendant" shall mean and include State of New Jersey, including all of its departments, agencies and employees past and present (including Joshua Lichtblau). For purposes of this Agreement, the term "Parties" shall mean and include both Plaintiff and Defendant.

WHEREAS, Plaintiff and Defendant have consulted with their respective attorneys prior to executing this Agreement, and have had an adequate opportunity within which to consider the Agreement; and

WHEREAS, on January 14, 2019, The Honorable William Anklowitz, J.S.C. entered an Order Dismissing Plaintiff's Complaint without Prejudice and permitted Plaintiff thirty days to re-file an Amended Complaint; and

WHEREAS, on May 24, 2019, The Honorable William Anklowitz, J.S.C. entered an Order Dismissing Plaintiff's Amended Complaint with Prejudice; and

WHEREAS, on June 14, 2019, Plaintiff filed a Notice of Appeal of The Honorable William Anklowitz, J.S.C.'s May 24, 2019 Order; and

WHEREAS, on August 23, 2021, the New Jersey Superior Court, Appellate Division issued a decision affirming in part and reversing and remanding in part The Honorable William Anklowitz, J.S.C.'s May 24, 2019 Order; and

WHEREAS, the Parties wish to settle this matter instead of proceeding forward with the subject litigation entitled Andrew Poulos v. State of New Jersey, Office of the State Comptroller, Joshua Lichtblau, pending in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. MER-L-2263-18, including any potential appeals, attorney's fee application and any and all other claims, charges, complaints, grievances, disputes or other potential actions of any kind whatsoever between them in a manner that will obviate the need to continue this litigation and that will preclude the bringing of any further claim, cause, proceeding or action against Defendant, and Defendant by providing Plaintiff with such adequate consideration as set forth herein and the terms herein encompassed having been agreed to; and

WHEREAS, Plaintiff acknowledges and agrees that the payment provided for herein is full and complete consideration for (a) his agreement to voluntarily release, dismiss, waive and withdraw all claims, complaints, charges, administrative actions and civil actions of any kind against the Defendant, and (b) his agreement not to make any further claims against the Defendant,

including any claims for attorney's fees, which arise out of the events which have transpired before and including the date of the execution of this Agreement; and (c) is conditioned upon the acceptance by Plaintiff of all of the terms and conditions of this Agreement; and

WHEREAS, in consideration of the mutual covenants and promises contained herein and intending to be legally bound, Plaintiff and Defendant hereto mutually agree as follows:

1. Dismissal of Parties. Plaintiff agrees to dismiss this litigation with prejudice and any and all Charges, Complaints, applications and appeals relating to the matter entitled Andrew Poulos v. State of New Jersey, Office of the State Comptroller, Joshua Lichtblau, pending in the Superior Court of New Jersey, Law Division, Mercer County, Docket No. MER-L-2263-18. Plaintiff acknowledges that the settlement of this matter is contingent upon foregoing the continuation of this, or any, litigation of any and all pending claims of any kind regarding Plaintiff's employment with the State of New Jersey and his termination thereof.

2. Release of Claims. It is hereby understood and agreed that Plaintiff, for and in consideration of the payment of monies, release of claims, and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge Defendant of and from all manner of action(s), cause(s) of action, and suit(s), including but not limited to, any claims, debts, sums of money, accounts, reckonings, bonds, bills, claims for attorney's fees, interest, expenses and costs, specialties, covenants, contracts, controversies, agreements, benefits, claims for back pay, front pay, vacation pay, sick pay, claims for wages and commissions, promises, variances, trespasses, damages, judgments, executions, claims and demands of any nature whatsoever, in law or in equity, civil or criminal, vested or contingent, which they ever had, now have or assert, or which they or their spouse, children, relatives, heirs, executors, representatives, assigns or administrators hereafter can, shall or may have or may assert, for, upon or by reason of any matter,

cause or thing whatsoever to the date hereof, it being the intention herein of Plaintiff to release Defendant, from any and all claims of any and every nature, including attorney's fees, up to the date of this Agreement, unrestricted in any way by the nature of the claim, including, though not by way of limitation, all matters which were asserted or could have been asserted in all actions or claims identified above or any matter arising out of Plaintiff's employment and termination with the State of New Jersey, and any other state or federal statutory, constitutional, or common law claims. This includes, but is not limited to, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981, et seq., Executive Order 11246, as amended, 29 U.S.C. §621, et seq., the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1002, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B, et seq., the Federal Family and Medical Leave Act, 29 U.S.C. §2601, et seq. & 5 U.S.C. §6381, et seq., the National Labor Relations Act, as amended, The Equal Pay Act, as amended, the New Jersey Wage and Hour Law, as amended, the New Jersey Worker Health and Safety Act, as amended, any anti-retaliation provision of any statute or law, worker compensation statutes, and any other applicable federal, state or local, constitutional or statutory provision, order or regulation, arising from any event or act of omission or commission. This release includes, but is not limited to, any and all rights, causes of action, claims or demands of any kind through the date of this release and further includes any alleged injuries or damages suffered at any time after the date of this release by reason of the continued effects of any such acts which occurred on or before the date of this release including any claims to attorneys' fees.

3. Settlement Payment. It is agreed that payment shall be made under this Agreement to Plaintiff and his counsel in funds totaling One Hundred and Fifty Thousand Dollars (\$150,000.00), inclusive of all attorney's fees and costs ("Settlement Payment") allocated as follows in three separate checks:

- \$10,000.00 to Plaintiff, Andrew Poulos minus all required FICA, income tax, and other amounts required to be withheld from this gross amount for the payment of wages. This check will be payable to Andrew Poulos and an appropriate Form W-2 will be issued to Plaintiff. Plaintiff represents that he is accepting this payment as compensation for his back wages.
- \$77,543.14 to Plaintiff, Andrew Poulos. This check will be payable to Andrew Poulos and an appropriate Form 1099 will be issued to Plaintiff in the gross total of that amount.
- \$62,456.86 to McOmber McOmber & Luber, P.C. This check will be payable to McOmber McOmber & Luber, P.C. and an appropriate Form 1099 will be issued to Plaintiff in the gross total of that amount.

The Settlement Payment shall be made on or within sixty (60) days of the receipt of this fully executed Agreement and the completion of all necessary paperwork pursuant to this Agreement, including a child support judgment search, state lien search, executed W-9s and State Payment Vouchers. The Settlement Payment shall be payable as per the terms of the Agreement and is intended by the mutual agreement of the Parties to be full compensation for all claims and potential claims, including, but not limited to, claims for attorney's fees and expenses. The Settlement Payment constitutes consideration in addition to anything of value to which Plaintiff may otherwise be entitled.

Plaintiff and his counsel agree that they will be responsible for the payment of all applicable state, federal and local taxes with respect to the payments under this Agreement and will assume full liability with respect to same. Further, Plaintiff agrees that, in the event the Internal Revenue Service or other taxing authority deems any tax, interest, penalties or other amounts to be due with

respect to this Settlement Payment and or the issuance of a Form 1099, he will fully indemnify and hold Defendant harmless for all tax, interest, penalties, or other amounts due. Counsel for the Plaintiff shall provide W-9 forms concurrently with the execution of this Agreement so that a Form 1099 may issue to the Plaintiff with respect to the Settlement Payment.

4. Waiver of Attorney's Fees and Costs. It is understood and agreed that Plaintiff and his counsel hereby waive any and all claims for attorney's fees, costs and expenses against Defendant, which he or his counsel has or have incurred in conjunction with the above-referenced matter or in connection with any claim asserted or unasserted. Plaintiff agrees that no payments, benefits, or other consideration shall be paid other than the payment to be made pursuant to Paragraph 3 of this Agreement. Neither Plaintiff nor his attorney will claim, seek or request any payments, benefits or other consideration other than the payment being made pursuant to Paragraph 3 of this Agreement.

5. No Admission of Liability. It is understood and agreed that execution of this Agreement is by mutual agreement to avoid the additional costs and expenses of further litigation, potential appeals and applications for attorney fees and that the settlement of this matter does not constitute an admission by any party of any wrongdoing or liability. Defendant expressly denies each and every allegation made by Plaintiff. The Plaintiff does not, and shall not, claim to be the prevailing party in the above referenced matter or any other threatened litigation.

6. Child Support Judgments. Plaintiff understands and agrees that he will receive the net proceeds of the Settlement Payment only after any outstanding New Jersey child support judgments are satisfied. Plaintiff further understands and agrees that if any child support judgment exceeds the net proceeds of the Settlement Payment, that the entire settlement proceeds will be

utilized to satisfy any outstanding child support judgment. As required by N.J.S.A. 2A:17-56.23(b), a child support judgment search with respect to Plaintiff has been conducted.

7. State Lien Search. Plaintiff further understands and agrees that he will receive the net proceeds of the Settlement Payment only after any outstanding New Jersey state liens are satisfied. Plaintiff understands and agrees that if any state lien exceeds the net proceeds of the Settlement Payment, the entire settlement proceeds will be utilized to satisfy any outstanding lien.

8. Knowing and Voluntary Agreement. The Parties represent and acknowledge that they have had a reasonable amount of time to consider this Agreement, and that in executing this Agreement rely entirely upon their own judgment, beliefs and interests and the advice of their counsel, and they do not rely and have not relied upon any representation or statement made by the other party, or by any agents, representatives or attorneys of the other party, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this Agreement. The Parties specifically acknowledge that all releases contained herein are knowing and voluntary.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, predecessors, successors and assigns.

10. Applicable Law. This Agreement is made under the laws of the State of New Jersey and shall be governed by and construed in accordance with such laws.

11. Entire Agreement. The terms and conditions contained herein constitute the entire understanding and agreement between Plaintiff and Defendant with respect to the settlement of the above-referenced matter. Plaintiff acknowledges that in executing this document, he has not relied upon any statement, promise or representation, oral or written, not set forth herein. No change or

modification of this Agreement shall be valid unless the same is in writing and signed by Plaintiff and Defendant.

12. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this Agreement.

13. No Employment. Plaintiff agrees and acknowledges that he will not seek employment with the New Jersey Office of the State Comptroller or any agency or instrumentality thereof, at any time now or in the future. Plaintiff agrees that he will not knowingly apply for or accept employment, reemployment or reinstatement with said entity, or any of its divisions, departments, or subparts at any time in the future, nor will he knowingly seek to be assigned to any of said entities as an independent contractor or consultant at any time in the future. In the event that Plaintiff nonetheless becomes employed, Plaintiff acknowledges that this Agreement shall provide a legitimate sufficient basis for termination of employment.

14. In the event the State receives an employment inquiry regarding Plaintiff, it shall provide a neutral reference by solely stating the dates of Plaintiff's tenure as an Investigator.

15. Power to Sign. The Parties to this Agreement hereto represent and warrant that each of them is authorized to make, execute and deliver this Agreement and that each has been represented by counsel and has been fully apprised of and understands all of the terms of this Agreement and the legal ramifications of the entry of same.

16. Enforcement. The Parties agree that nothing in this Agreement will prevent them from suing to enforce the terms of this Agreement.

17. The Parties may execute this Agreement in separate counterparts, all of which taken together shall constitute the Agreement.

ACKNOWLEDGMENT

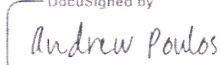
By Plaintiff's signature, he acknowledges and represents that: (i) he has carefully reviewed and fully understands each of the provisions of this Agreement, (ii) he understands the legal ramifications of executing this Agreement, (iii) each term and condition in this Agreement has been thoroughly and carefully negotiated and considered by him, (iv) he has had the opportunity to confer with counsel of his own choosing prior to execution of this Agreement, (v) he has voluntarily executed this Agreement without representation or inducement by Defendant except as provided in this Agreement, (vi) he has been given sufficient opportunity to consider this Agreement before signing it, and (viii) he has been advised to consult with an attorney prior to executing this Agreement, and has had an opportunity to consult with an attorney and has indeed consulted with an attorney.

Plaintiff acknowledges that the only consideration he has received in connection with this Agreement is that set forth herein. No other promise, inducement, threat, agreement or understanding of any kind or description has been made with Plaintiff in connection with his employment, this litigation or otherwise to cause him to enter into this Agreement.

EACH PARTY HERETO ACKNOWLEDGES RECEIPT OF A TRUE EXECUTED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date executed and intending to be legally bound hereby.

Plaintiff, **ANDREW POULOS**

DocuSigned by

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Dated: 4/9/2024

Defendant, **STATE OF NEW JERSEY**


By: **Robert P. Sharf**
Title: **Chief Counsel**
Dated: **4/26/2024**