

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between JAMES P. CONROY (hereinafter "Conroy") and the OCEAN COUNTY PROSECUTOR'S OFFICE (hereinafter "OCPO") and the COUNTY OF OCEAN (hereinafter "Ocean") and their 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.

WHEREAS, Conroy was employed as a Detective at OCPO; and

WHEREAS, the parties disagreed about Conroy's ability to return to his position as a Detective and agreed to resolve their dispute through the present Agreement, which will include Conroy's separation from employment from OCPO effective September 30, 2019; and

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

1. Settlement Payment: Ocean on behalf of OCPO will pay Conroy's salary through September 30, 2019 and any accrued vacation or sick time consistent with the "Ocean County Prosecutor's Detective and Investigators Association PBA Local #171 Contract." Conroy will utilize vacation time from September 3, 2019 through September 30, 2019.
2. Good Standing Separation/Pension: Conroy's separation shall be recorded as in good standing and communicated as such in accordance with Paragraph 11 below. Conroy shall be entitled to whatever rights he has in accordance with the applicable State Pension Rules.
3. Withdrawal of Charges: The parties agree that OCPO shall withdraw any and all pending administrative charges brought by way of OCPO's Internal Affairs Unit or any and will waive any criminal charges known to OCPO regarding unauthorized use of time or use of Ocean and OCPO assets for personal gain.
4. Unemployment Benefits: The parties agree that Conroy will be filing for retirement benefits and that Unemployment Benefits are not appropriate under this circumstance. If information is requested from the State Unemployment Office regarding Conroy's separation from employment, Ocean and OCPO will advise the State that Conroy's separation was a voluntary resignation. This response shall not be deemed a violation by the Ocean and OCPO of Paragraph 11.

Neither Ocean nor OCPO make any representations as to Conroy's eligibility for unemployment benefits either before or after his official date of separation as eligibility for unemployment benefits is a decision solely within the purview of the relevant State of New Jersey agency.

5. Release in Consideration for the Payment and the Consideration Provided for in this Release: Conroy 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 Ocean and OCPO, 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 Conroy's interactions with the Ocean and OCPO. Conroy specifically waives, releases and gives up any and all claims arising from or relating to his association with Ocean and OCPO 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, Conroy in no way releases any claims for vested benefits, if any, including with respect to his pension.

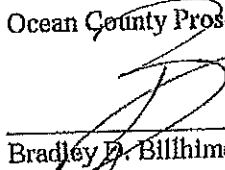
Ocean and OCPO release Conroy from any and all claims demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, constitutional or otherwise), whether known or unknown, which Ocean and OCPO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

6. Attorneys' Fees and Costs: Conroy waives any claims for payment of attorney fees that he may have expended regarding any matter against Ocean or OCPO.
7. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by Ocean and OCPO in connection with Conroy's alleged claims or this settlement, constitutes an admission by Ocean or OCPO of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Conroy were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.
8. 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 hereto. Conroy represents and acknowledges that, prior to executing this Agreement, he consulted with his attorney, Frank Crivelli Esq., had ample time to do so, obtained the advice of counsel prior to making the decision to execute this Agreement, and that Conroy 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.

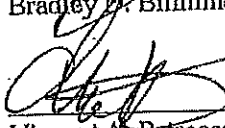
14. Severability: Conroy agrees that, if any Court declares any portion of this Release unenforceable, the remaining portion shall be fully enforceable.
15. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Conroy agrees that any 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.
16. Medicare Set-Aside: Conroy further expressly represents and indicates to Ocean and OCPO, that he is not Medicare eligible nor is he receiving Medicare assistance.
17. No Claims Permitted/Covenant Not To Sue: Conroy waives his right to file any charge or complaint on his 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 his 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 OCPO and/or Ocean, except if such waiver is prohibited by law. Should any charge or complaint be filed, Conroy agrees that he will not accept any relief or recovery therefrom. Conroy 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 that 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 Conroy, it shall be dismissed with prejudice upon presentation of this Agreement and Conroy shall reimburse Ocean and OCPO for the cost, including attorneys' fees, of defending any such action.
18. 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.
19. No Cooperation/Participation: Conroy 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 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 Conroy with any governmental inquiry or investigation.
20. 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.

21. 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.
22. 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.
23. Effective Date: This Agreement will become effective on the date on which it has been executed by Conroy. Conroy acknowledges that he has had sufficient time to review and consider this Agreement, which waives all of his rights and claims against the Ocean Entities and understands the contents thereof.
24. Acknowledgement: By signing this Agreement, Conroy indicates that he has read this Agreement; that he understands the contents of same, acknowledges the ramifications of the signing of same and will abide by any obligations required of him in this Agreement; that he has been advised and has consulted with his attorney prior to executing this Agreement; that he signs same knowingly and voluntarily without any outside influence or coercion; and that he is not under the influence of any drugs or alcohol which would inhibit his ability to understand and agree to the terms set forth herein.

Ocean County Prosecutor's Office:

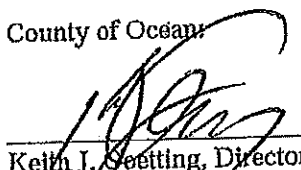

Bradley D. Billhimer, Prosecutor

9/4/19
Date

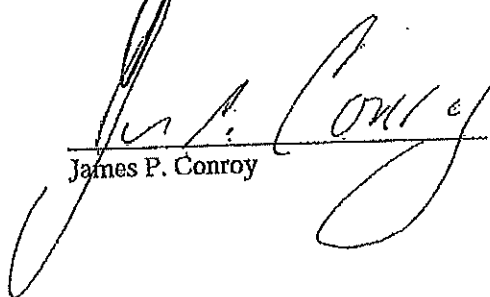

Vincent A. Petrecca, Chief of Detectives

9/4/19
Date

County of Ocean:


Keith J. Seetting, Director of Employee Relations

9/4/19
Date


James P. Conroy

9/4/19
Date