

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between CHRISTINE DEPALMA (hereinafter "DePalma") 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, DePalma was employed as a Detective/Investigator at OCPO; and

WHEREAS, the parties disagreed about DePalma's ability to return to her position as a Detective and agreed to resolve their dispute through the present Agreement, which will include DePalma's separation from employment from OCPO effective April 16, 2021; and

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

1. Settlement Payment: Ocean on behalf of OCPO will pay DePalma's salary through April 16, 2021 and any accrued vacation time consistent with the "Ocean County Prosecutor's Detective and Investigators Association PBA Local #171 Contract."
2. Good Standing Separation/Pension: DePalma's separation shall be recorded as in good standing and communicated as such in accordance with Paragraph 11 below. DePalma shall be entitled to whatever rights she has in accordance with the applicable State Pension Rules.
3. Withdrawal of Charges: The parties agree that OCPO shall withdraw any and all pending charges brought by way of OCPO's Professional Standards Unit.
4. Disqualification from current and future Public Employment in State of New Jersey: DePalma will be permanently disqualified from public offices, positions of honor or trust, and/or employments either paid or unpaid in the State of New Jersey or any of its administrative or political subdivisions. Any above referenced positions that DePalma currently hold will be immediately forfeited.
5. Unemployment Benefits: Neither Ocean nor OCPO make any representations as to DePalma's eligibility for unemployment benefits after her official date of separation. This decision is solely within the purview of the relevant State of New Jersey agency. If information is requested from the State Unemployment Office regarding DePalma's separation from employment, Ocean and OCPO will advise the State that the separation was a voluntary resignation. This response shall not be deemed a violation of Paragraph 12 by Ocean and OCPO.
6. Release in Consideration for the Payment and the Consideration Provided for in this Release: DePalma personally and for her estate and/or heirs, 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 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 DePalma's interactions with the Ocean and OCPO. DePalma specifically waives, releases and gives up any and all claims arising from or relating to her 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, DePalma in no way releases any claims for vested benefits, if any, including with respect to her pension.

Ocean and OCPO release DePalma 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 DePalma arising by reason of any act, omission or transaction occurring through the execution date of this Agreement.

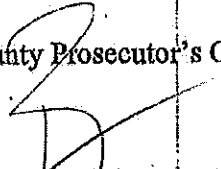
- 7. Attorneys' Fees and Costs: DePalma waives any claims for payment of attorney fees that she may have expended regarding any matter against Ocean or OCPO.
- 8. No Admission of Liability: It is expressly understood that neither the execution of this Agreement nor any other action taken by Ocean and OCPO in connection with 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 DePalma were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.
- 9. 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. DePalma represents and acknowledges that, prior to executing this Agreement, she consulted with her attorney, had ample time to do so, obtained the advice of counsel prior to making the decision to execute this Agreement, and that DePalma 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.

10. 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. DePalma 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 OCPO'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, Attorney General Directive, 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.
11. No Future Contact and/or Employment: DePalma recognizes and acknowledges that in accord with the Agreement, to the extent permitted by law, her employment relationship with Ocean and OCPO is permanently and irrevocably severed and that she is not eligible for rehire or reemployment with Ocean or OCPO now or at any time in the future and, hence, agrees that at no time will she seek resumed employment or any other remunerative relationship. This provision is not intended to affect his employment as an adjunct professor with Ocean County College.
12. Neutral Reference: Ocean and OCPO will respond to any personnel inquiries including from future employers, made concerning DePalma by only confirming the dates of employment, the job title of DePalma and that she departed from employment on November 30, 2020 unless specifically requested by DePalma in writing to provide additional information to the individual or entity inquiring of such information.
13. Restricted Disclosure of Personnel/Internal Affairs Files and Allegations against Ocean, OCPO or its past or present employees: Contents of DePalma's personnel and Internal Affairs files with Ocean and OCPO shall not be divulged to any private party without the Ocean and/or OCPO first being provided with a written release from DePalma specifically authorizing the release of said information and the parties to whom said information may be divulged. This shall not restrict Ocean and OCPO from releasing any information consistent with law, Attorney General Directive, court order, legal process, lawful subpoena, governmental inquiry. DePalma will not release the contents of this agreement or any allegations against Ocean, OCPO or any of its current or past employees.
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 or their present or past employees. 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: DePalma 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. DePalma 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: DePalma further expressly represents and indicates to Ocean and OCPO, that she is not Medicare eligible nor is she receiving Medicare assistance.
18. No Claims Permitted/Covenant Not To Sue: DePalma waives his 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 OCPO and/or Ocean, except if such waiver is prohibited by law. Should any charge or complaint be filed, DePalma agrees that she will not accept any relief or recovery therefrom. DePalma 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 and OCPO 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 DePalma, it shall be dismissed with prejudice upon presentation of this Agreement and DePalma shall reimburse Ocean and OCPO 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: DePalma 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 and OCPO asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Ocean and OCPO 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 DePalma 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 DePalma. DePalma acknowledges that she has had sufficient time to review and consider this Agreement, which waives all of her rights and claims against the Ocean and OCPO and understands the contents thereof.
25. Acknowledgement: By signing this Agreement, DePalma 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:

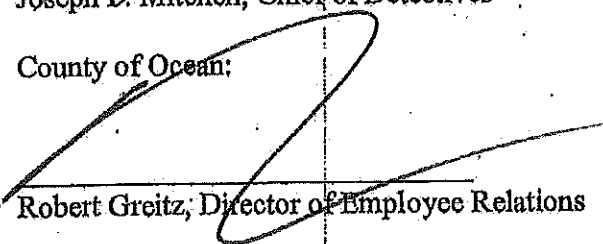

Bradley D. Billhimer, Prosecutor

4-20-21
Date

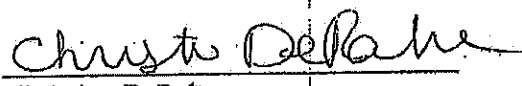

Joseph E. Mitchell, Chief of Detectives

4/19/2021
Date

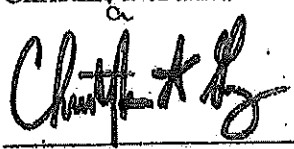
County of Ocean:


Robert Greitz, Director of Employee Relations

4/19/21
Date


Christine DePalma

4/19/2021
Date


Christopher Gray, Esq.

April 19, 2021
Date