

**STIPULATION OF SETTLEMENT
BETWEEN OCEAN COUNTY PROSECUTOR,
COUNTY OF OCEAN AND SERGEANT JOHN G. STEINHAUER**

WHEREAS, SERGEANT JOHN G. STEINHAUER (hereinafter referred to as "STEINHAUER") is employed by the OCEAN COUNTY PROSECUTOR'S OFFICE and COUNTY OF OCEAN (hereinafter referred to as "OCEAN ENTITIES"); and

WHEREAS, the OCEAN ENTITIES has served a STATEMENT OF CHARGES upon STEINHAUER, wherein he was charged with violations of the following:

FILE: OCPO 2020-0008

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, Section 3:3.17 - "Neglect of Duty"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, 3:3.14 - "Use of Force"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, Section 3:3.12 - "Unfavorable Conduct"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, 3:3.19 - "Misconduct"

FILE: OCPO2020-0010

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, Section 3:3.12 - "Unfavorable Conduct"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, 3:3.19 - "Misconduct"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 3, 3:3.11 - "Insubordination"

FILE OCPO2020-0012

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, Section 3:3.12 - "Unfavorable Conduct"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, 3:3.15 - "False Reports"

Ocean County Prosecutor's Office Rules and Regulations, specifically Volume 1, Chapter 2, 3:3.19 - "Misconduct"

WHEREAS, these charges were filed against STEINHAUER who, in the past, has been disciplined and served employment suspensions; and

WHEREAS, STEINHAUER understands that he has the right to a Departmental Hearing and;

WHEREAS, STEINHAUER and the OCEAN ENTITIES have agreed to resolve the disciplinary action to the mutual satisfaction of both parties;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

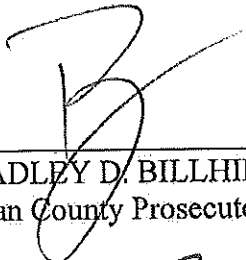
1. STEINHAUER after consultation with competent counsel hereby waives his right for a departmental hearing.
2. STEINHAUER recognizes that OCEAN ENTITIES were justified in bringing the actions and admits that his actions were inappropriate and inconsistent with public service and employer policy. The charges contained within the Preliminary and Final Notices of Disciplinary Action are sustained.
3. STEINHAUER admits all charges set forth above in the Statement of Charges. The County will issue a Preliminary Notice of Disciplinary Action (31A), and by execution of this Settlement Agreement, STEINHAUER accepts service of the Preliminary Notice of Disciplinary Action (31A).
4. COUNTY OF OCEAN shall issue a Final Notice of Disciplinary Action (31B) setting for the penalty of suspension as set forth in paragraph five (5) below
5. STEINHAUER will be suspended without pay for seventy-five (75) working days as collective discipline for his violations on the three above referenced files. The dates of unpaid suspension shall begin and include February 8, 2021 and continue through end of business day on May 21, 2021.
6. STEINHAUER explicitly and expressly waives any appeal of this Stipulation of Settlement and the Final Notice of Disciplinary Action (31B) and the penalty imposed by this Settlement as will be set forth in the 31B. In the event that a Court chooses to dismiss or set-aside one or more of the charges, the seventy five (75) day suspension shall be the discipline imposed on the remainder of the charges.
7. STEINHAUER recognizes that this Discipline Action will be his Last Chance to maintain employment with OCEAN ENTITIES and that upon his return from suspension, if he neglects to perform his employment responsibilities consistent with the Office of Attorney General Law Enforcement Directives and/or the Ocean County Prosecutor's Office Rules and Regulations/Policies and Procedures, he will be terminated from his employment with the OCEAN ENTITIES.
9. The parties recognize the unusual circumstances specific to this case, and therefore, this Stipulation of Settlement shall not be precedent setting.
10. Both parties are responsible for their own attorney's fees and costs.
11. STEINHAUER fully understands the consequences of this Stipulation of Settlement and is not under the influence of any drugs or alcohol that would inhibit his ability to agree to its terms.

12. STEINHAUER further acknowledges that he is executing this Stipulation of Settlement of his own free will, has not been coerced in any way, has been adequately represented by Robert Honecker, Esq., and that there have been no other promises made.
13. STEINHAUER further acknowledges this Stipulation of Settlement accurately reflects all the terms and understanding between the parties.
14. STEINHAUER expressly acknowledges his understanding of this Stipulation of Settlement and acknowledges and agrees that if he does not comply with all the terms of this agreement, he is subject to termination from employment and this Stipulation of Settlement shall be deemed void in its entirety.

By executing below, the undersigned hereby enter into this Stipulation Settlement and Last Chance Agreement. Further, the undersigned hereby agree to the above terms and conditions and specifically indicated and acknowledge no other promises have been made to either party. *This agreement may be executed in separate parts.*

County of Ocean:

Agreement to Stipulation of Settlement:


BRADLEY D. BILLHIMER 2/8/21
Ocean County Prosecutor Date


SERGEANT JOHN STEINHAUER 2/8/21
Ocean County Prosecutor's Office Date


ROBERT GREITZ 2/8/21
Director, Employee Relations Date


ROBERT HONECKER, ESQ. 2/8/21
Attorney for Sgt. John G. Steinhauer Date