

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between LAURIE CAHILL (hereinafter "Plaintiff") and the COUNTY OF OCEAN (improperly designated as Ocean County Sheriff's Department).

WHEREAS, Plaintiff, LAURIE CAHILL, filed a Complaint against Defendants in the Superior Court of New Jersey, Monmouth County, Law Division, entitled LAURIE CAHILL v. OCEAN, et al., bearing Docket No. MON-L-4796-13, and has asserted claims against the Defendant in connection with alleged events arising out of Plaintiff's employment with Defendant COUNTY OF OCEAN in the Sheriff's Department; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims in the action bearing Docket No. MON-L-4796-13, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendant vigorously and wholly denies each and every allegation made by Plaintiff and enters into this settlement pursuant to the authorization of the excess insurance carrier for reasons other than the merits of Plaintiff's claims, including to avoid the costs of litigation; 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, LAURIE CAHILL, the total settlement amount of THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00), said settlement amount being authorized by the excess insurance carrier and 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 General Release, she 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 Defendant and/or its insurance carriers in the form of one check payable to Sciarra & Catrambone, LLC Trust Account. Full payment of the settlement amount shall be made within thirty (30) days upon receipt from Jeffrey Catrambone, Esquire of Sciarra & Catrambone, 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, LAURIE CAHILL, certifies and warrants to Defendant that she 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 Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff 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 Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and
- (e) Plaintiff's allegations against Defendant arise out of alleged whistleblower conduct which she claims caused adverse employment actions, infliction of emotional distress and other related damages.
- (f) Defendant will provide Plaintiff with a neutral employment reference, stating: Laurie Cahill was employed by the County of Ocean in the Sheriff's Department as a law enforcement officer from in or about July 1984 through December 2014. She retired in good standing effective January 1, 2015 with the rank of Lieutenant.

2. Dismissal of Action: Plaintiff understands and agrees that counsel for Defendant 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 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 Defendant, 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 Defendant 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 of this Release shall be sought by or owed to Plaintiff or her 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 Defendant in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendant 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. It is further understood that Defendant has entered into this Agreement pursuant to the authorization of the excess insurance carrier for reasons other than the merits of Plaintiff's claims including to avoid the costs of litigation and that Defendant specifically denies 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, she consulted her attorney (Jeffrey Catrambone, 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, or Electronic Forums or Websites. 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.

8. Neutral Reference: Plaintiff agrees that Defendant will respond to any personnel inquiries made concerning Plaintiff by providing information in accordance with paragraph 1(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 in 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, LAURIE CAHILL, further covenants and agrees that she has not sought any medical treatment of any type which she alleges is in any way related to her employment with the COUNTY OF OCEAN or separation therefrom and that Plaintiff covenants, represents and agrees that she does not claim, allege or assert in any way, that she has sustained any bodily

injury of any type or nature, that is in any way related to her 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, LAURIE CAHILL, 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 accident in question.

Plaintiff further agrees to hold harmless and indemnify Defendant 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 she 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 she does not presently anticipate that she 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, LAURIE CAHILL, 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. No Cooperation/Participation: Plaintiff 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 Defendant asserting, or seeking to assert any cause of action, charge for any claim whatsoever against Defendant unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

15. 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.

16. 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.

17. 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.

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

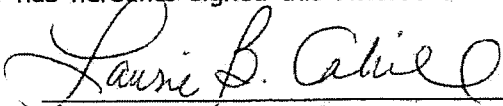
BY SIGNING THIS AGREEMENT, LAURIE CAHILL, STATES THAT:

- a) SHE HAS READ IT;
- b) SHE UNDERSTANDS IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS, AND THAT SHE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH SHE WAS NOT ALREADY ENTITLED;
- c) SHE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- d) HER ATTORNEY(S) NEGOTIATED THIS GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- e) SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY(S) PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS, IN FACT, DONE SO; AND
- f) SHE 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: 2.16.2017



LAURIE CAHILL, Plaintiff

WITNESSED BY:

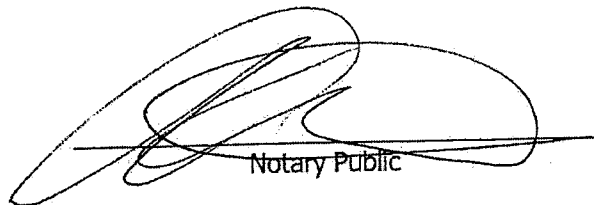
Carinna Cahill

STATE OF NEW JERSEY,

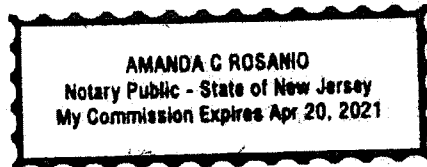
COUNTY OF OCEAN SS.

I CERTIFY that on February 16, 2017, LAURIE CAHILL 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.


Notary Public

My Commission Expires: April 20, 2021



COUNTY OF OCEAN

BY: Mary Jane Lidaka
MARY JANE LIDAKA, Esq.