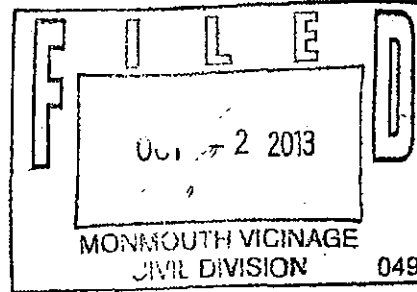


MCLAUGHLIN & NARDI, LLC
37 Vreeland Avenue
Totowa, New Jersey 07424
(973) 890-0004
Attorney ID: 5761995
Attorneys for Plaintiff,
Patrick J. Callahan



PATRICK J. CALLAHAN,

Plaintiff,

v.

BOROUGH OF MANASQUAN, a body
politic, GEORGE DEMPSEY
individually and in his official capacity;
JOSEPH DEIORIO individually and in
his official capacity; ABC ENTITIES 1-
10; and JOHN DOES 1-20,

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: MONMOUTH COUNTY
: DOCKET NO: L-3847-13

: Civil Action

: COMPLAINT AND JURY DEMAND

Plaintiff, Patrick J. Callahan, by and through his attorneys, McLaughlin & Nardi, LLC,
complains of the defendants as follows:

THE PARTIES

1. Plaintiff, Patrick J. Callahan, is an individual residing at 807 Greenwood Drive,
Spring Lake Heights, Monmouth County, State of New Jersey. Patrick was an employee of the
Defendant, the Borough of Manasquan (the "Borough"), as a Code Enforcement Supervisor. He
was employed from on or about July 19, 2010 until his employment was wrongfully terminated
on or about August 5, 2013.

2. Defendant, the Borough of Manasquan, is a body politic and a municipality formed under the laws of the State of New Jersey and maintaining offices and doing businesses at 201 East Main Street, Manasquan Borough, Monmouth County, State of New Jersey.

3. Defendant, George Dempsey, is an individual and at all times relevant hereto was the Mayor of the Manasquan Borough. Defendant, George Dempsey, maintains offices and does business at 201 East Main Street, Manasquan Borough, Monmouth County, State of New Jersey.

4. Defendant, Joseph DeLorio, is an individual and at all times relevant hereto was the Manasquan Municipal Administrator. Defendant, DeLorio maintains offices and does business at 201 East Main Street, Manasquan Borough, Monmouth County, State of New Jersey.

5. Defendants, ABC entities 1-10, being fictitious names, are entities which committed, conspired to commit, facilitated, aided, abetted, controlled, directed, and/or are otherwise liable for the actions complained of herein whose identities have not yet been discovered.

6. Defendants, John Does 1-10, being fictitious names, are individuals who committed, conspired to commit, facilitated, aided, abetted, controlled, directed, and/or are otherwise liable for the actions complained of herein whose identities have not yet been discovered.

7. Defendants, Dempsey, DeLorio, and John Does 1-20, are collectively referred to as the "Individual Defendants."

FACTS RELEVANT TO ALL COUNTS

8. Patrick suffered retaliation and the loss of his civil rights in connection with his employment with the Manasquan Borough because he objected to and refused to participate in the Defendants' violations of law and public policy.

9. Patrick has a distinguished record of public service. Until the Individual Defendants began their course of retaliation against him, his record was unblemished.

10. Because of the high standards of integrity and work ethic set by the Building Department and Patrick, they came into conflict with the Individual Defendants.

11. By way of example only, the first incident occurred in September 2011. Patrick instructed the Code Department's Enforcement Officers to perform their statutory duties and issue summonses to any individuals who placed bulk trash items for pick-up on the wrong day. Approximately seventy-five summonses were issued. At that time, Defendant, Dempsey, was campaigning for re-election as Mayor of Manasquan Borough.

12. Defendant, Dempsey, was offended by Patrick's and the Code Department's enforcement of the law. Defendant, Dempsey, then utilized his position as mayor to pressure Patrick to change his lawful decision to comply with state law and borough ordinance, and this pressure became intense. Patrick, however, objected that changing the violation would violate Borough ordinance, that these decisions were required to be made without political interference, that failure to enforce these requirements would impair public health and safety, and Patrick refused to participate in the unlawful change of these violations, which would also violate a clear mandate of public policy, health, safety, welfare, and laws protecting the environment.

13. The second incident involved a property on 519 Perrine Boulevard. The Department's code enforcement officer discovered that construction work was being performed on a three-family residence without building permits. Patrick visited the property and discovered that the owners had altered the plumbing and electrical wiring without permits and in violation of the Uniform Construction Code ("UCC"). Patrick therefore issued a violation.

14. Once again, Defendant, Dempsey, took offence to Patrick's and the Building Department's enforcement of the law. Defendant, Dempsey, once again utilized his position as mayor to exert pressure on Patrick to change his lawful decision to comply with state law and the UCC.

15. A zoning officer, Richard Furey, sent a letter requiring that the owner appear before the Planning Board for an approval to alter a three-family non-conforming structure in accordance with the Borough ordinance. The property owners subsequently complained to Defendant, Dempsey.

16. Defendant, Dempsey, was once again offended by Patrick's and the Building Department's enforcement of the law. Defendant, Dempsey, then utilized his position as mayor to pressure Patrick to change his lawful decision to comply with state law and the UCC, and this pressure became intense. Patrick, once again, objected that changing the violation would violate the UCC and Borough ordinance, that these decisions were required to be made without political interference, that failure to enforce these requirements would impair public health and safety, and

refused to participate in the unlawful change of these violations, which would also violate a clear mandate of public policy, health, safety, welfare, and laws protecting the environment.

17. A the third incident concerned a property in the Borough owned by the daughter of Defendant, Dempsey's, friend.

18. Patrick discovered that the intended to perform interior structural alterations on a non-conforming rear structure without Planning Board approval as required by Borough ordinance.

19. Defendant, Dempsey, again utilized his position as mayor to pressure Patrick to change his lawful decisions to comply with state law, Borough ordinance, and the UCC, and this pressure became even more intense. Nevertheless, Patrick objected that changing the violation would violate the UCC and Borough ordinance, that these decisions were required to be made without political interference, that failure to enforce these requirements would impair public health and safety, and refused to participate in the unlawful change of these violations, which would also violate a clear mandate of public policy, health, safety, welfare, and laws protecting the environment.

20. Defendant, Dempsey, held numerous meetings exerting undue pressure and influence on Patrick in an attempt to have him change the decisions he took in accordance with state law, Borough ordinance, and UCC.

21. Believing that he was in compliance with all applicable laws, and believing that the Mayor's pressure was improper, illegal and violated public policy and affected public safety,

welfare, and protection of the environment, Patrick refused to change his lawful decisions, although he was willing to and did work with any proper request to the Building Department.

22. Patrick had a statutory duty to enforce the UCC for the good and safety of the Borough's citizens, and he refused to violate that duty or compromise the safety of the Borough's people.

23. The Individual Defendants did not take kindly to Patrick's and the Building Department's enforcement of the law.

24. The very fact that Patrick was carrying out his statutory duties brought them into conflict with the Individual Defendants.

25. In each of these instances Patrick either wrote the violations or supported the inspectors who did.

26. The Individual Defendants therefore embarked on a series of retaliatory actions against Patrick. Defendant, Dempsey, as mayor established this course of conduct as a pattern, practice, policy and custom of himself and the Borough – at its highest levels – to retaliate, discriminate and deprive Patrick of his civil rights.

27. The Individual Defendants embarked on a series of retaliatory actions to discourage Patrick from successfully completing his job by attempting to undermine Patrick with the Borough residents, employees, and contractors.

28. The Individual Defendants began to berate and humiliate Patrick, creating a severe and pervasive hostile work environment, both publically and in front of Borough employees, to

undermine Patrick with the Borough residents and Borough staff in the hopes that Patrick would voluntarily quit. Patrick, however, would not quit.

29. Therefore, in an effort to establish a pretext to get rid of Patrick, the Individual Defendants directed the Building Department employees to stop communicating with Patrick thereby, hampering Patrick's ability to perform his job functions.

30. The Individual Defendants further prohibited Patrick from performing electrical inspections for the Boroughs of Sea Girt and Brielle during his lunch hour, as he has done for years, while other similarly situated employees were permitted to perform the same type of work.

31. The Individual Defendants, the Borough attorney, and the Borough clerk began to hold closed-door meetings with all Building Department staff, but without Patrick. As the highest employee of the Building Department all communications with the Borough Administrator are required to proceed through Patrick.

32. The Individual Defendants demanded that Patrick perform duties of a part-time Construction Official. Patrick is not the appointed Construction Official.

33. The Individual Defendants increased Patrick's duties without increasing his pay and made his work environment hostile by severe and pervasive harassment, including the increased workloads and being "set up to fail." (Indeed, by restructuring his hours so he could not work for the Boroughs of Sea Girt and Brielle, Defendants were in fact causing him to lose pay.)

34. The Individual Defendants failed to properly list Patrick's position with the New Jersey Civil Service Commission. Patrick was therefore required to apply for his position under three different classifications, three different times.

35. The constant reclassification of his position caused Patrick to be unable to attain the protection of civil service tenure, despite having actually served long enough to do so.

36. The Individual Defendants constructively terminated Patrick as the Borough's electrical sub-code official.

37. The Individual Defendants actually terminated Patrick from his positions as a Manasquan Code Enforcement Supervisor.

38. His termination caused him to lose his pension entirely, since he did not have sufficient time for it to vest.

39. Patrick has lost and will continue to lose income by wrongful termination of his employment.

40. Patrick's career and chances for reemployment have been damaged by the termination.

41. Additionally, he will need to start from scratch toward tenure if he is actually able to obtain another job with civil service protection.

42. Patrick's work environment was made hostile by severe and pervasive harassment, including the increased workloads, being "set up to fail," the public and private berating by the Individual Defendants, as well as the above listed acts and omissions.

43. These acts and omissions have caused severe emotional and physical harm to Patrick.

44. As a direct and proximate result thereof, Patrick has been and continues to suffer damages, which include but are not limited to: compensatory damages; consequential damages; special damages; harm to reputation, career, and livelihood; lost front and back pay; harm and delay to his career; emotional harm to him and his family; and pain and suffering.

FIRST COUNT

(Violation of Conscientious Employee Protection Act Against All Defendants: Hostile Work Environment)

45. All of the allegations of paragraphs 1-44 are incorporated herein as though repeated verbatim and at length.

46. Plaintiff refused to participate in, disclosed, threatened to disclose and objected to the acts, omissions and incidents described above.

47. The conduct disclosed and objected to was and Plaintiff reasonably believed it to be in violation of law, rule, criminal law, regulation and/or incompatible with a clear mandate of public policy concerning public health, safety and welfare.

48. Defendants, by and through the Individual Defendants, retaliated against Plaintiff for his disclosures, objections, etc., in numerous and diverse ways, to the point of creating a severe and pervasive hostile work environment including but not limited to, the actions above.

49. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has been damaged.

50. Defendants are therefore liable to Plaintiff for violation of New Jersey's Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.*

SECOND COUNT
(Violation of Conscientious Employee Protection Act Against All Defendants: Adverse Employment Actions)

51. All of the allegations of paragraphs 1-50 are incorporated herein as though repeated verbatim and at length.

52. Plaintiff refused to participate in, disclosed, threatened to disclose and objected to the acts, omissions and incidents described above, ultimately resulting in his termination.

53. The conduct disclosed and objected to was and Plaintiff reasonably believed it to be in violation of law, rule, criminal law and/or regulation and/or incompatible with a clear mandate of public policy concerning public health, safety and welfare.

54. Defendants, by and through the Individual Defendants, retaliated against Plaintiff for his disclosures, objections and refusals in numerous and diverse ways including but not limited to those, *inter alia*, those set forth above, ultimately resulting in his termination.

55. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has been damaged.

56. Defendants are therefore liable to Plaintiff for violation of New Jersey's Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.*

THIRD COUNT
(Violation of Public Policy Against All Defendants)

57. All of the allegations of paragraphs 1-56 are incorporated herein as though repeated verbatim and at length.

58. As set forth above, Defendants terminated Plaintiff's employment, harassed him, and created a hostile work environment, as set forth above, in retaliations for his objections and disclosures, in violation of the public policy of the State of New Jersey.

59. As a direct and proximate result thereof, Plaintiff have been damaged.

60. Defendants are thus liable to Plaintiff for these actions in violation of public policy in accordance with Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58 (1980) and its progeny.

FIFTH COUNT

(Violation of New Jersey's Civil Rights Act Against All Defendants)

61. All of the allegations of paragraphs 1-60 are incorporated herein as though repeated verbatim and at length.

62. As set forth above, the Defendants subjected or caused Plaintiff to be subjected to the deprivation of substantive rights, privileges and/or immunities secured by the Constitution and/or the laws of the State of New Jersey, including but not limited to free speech rights (including "stigma plus" deprivations), substantive due process rights, procedural due process rights, equal protection rights, liberty interest, and property interests.

63. Each of these actions individually and collectively constitutes a violation of New Jersey's Civil Rights Act, N.J.S.A. 10:6-1, *et seq.*

64. As a direct and proximate result of Defendants' violation of the New Jersey's Civil Rights Act, Plaintiff has been damaged.

SIXTH COUNT
(Respondeat Superior & Vicarious Liability)

65. All of the allegations of paragraphs 1-64 are incorporated herein as though repeated verbatim and at length.

66. The acts and/or omissions complained of herein were undertaken by defendants the Individual Defendants, as well as other agents, contractors and/or employees of Defendant, the Borough.

67. Additionally, the acts and/or omissions complained of herein were undertaken by the Individual Defendants as part of a policy, practice or custom of the Borough.

68. At all times when these acts and/or omissions were undertaken by Individual Defendants, and those other agents, contractors and/or employees of Defendant, the Borough, the acts and/or omissions were in the course and within the scope of their duties, employment and/or contractual relationship with Defendant, the Borough.

69. Defendant, the Borough's, supervisory personnel were aware of, authorized, approved of, ratified and/or participated in these acts and/or omissions.

70. As a direct and proximate result of the acts and/or omission of Individual Defendants, and those other agents, contractors and/or employees of Defendant, the Borough, Plaintiff has been damaged.

71. Defendant, the Borough, is therefore vicariously liable under the doctrine of *respondeat superior* for the acts and/or omissions of the Individual Defendants.

SEVENTH COUNT
(Punitive Damages Against All Defendants)

72. All of the allegations of paragraphs 1-71 are incorporated herein as though repeated verbatim and at length.

73. The acts and/or omissions complained of above were actuated by actual malice and/or accompanied by a wanton and willful disregard of Plaintiff, who foreseeably might be harmed by those acts or omissions.

74. Defendants' actions were especially egregious.

75. Defendants' supervisory personnel -- at the highest levels -- were aware of, authorized, approved of, ratified and/or participated in these acts and/or omissions indeed, Defendant undertook these acts themselves.

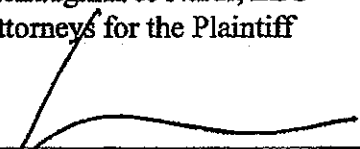
76. The acts complained of were undertaken by and through the Individual Defendants, who were in upper management for defendant the Borough -- indeed, they were the highest levels of management. They were the highest levels of decision and policy making. Moreover, the remaining members of upper management actually participated in, ratified, authorized, approved of, and/or acted with willful indifference toward the acts and/or omissions complained of herein.

77. Defendants are therefore liable to Plaintiff for punitive damages.

WHEREFORE, Plaintiff, PATRICK J. CALLAHAN, demands judgment against Defendants, BOROUGH OF MANASQUAN, a body politic, GEORGE DEMPSEY individually and in his official capacity; JOSEPH DEIORIO individually and in his official capacity; ABC ENTITIES 1-10; and JOHN DOES 1-20, for: compensatory damages; statutory damages; punitive damages; front pay; back pay; lost benefits; removal of adverse marks from Plaintiff's employment records; reduced or lost pension costs; career damage; emotional distress; attorney's fees; interest; cost of suit incurred; such other relief as the Court deems just, equitable and appropriate under the circumstances.

McLaughlin & Nardi, LLC
Attorneys for the Plaintiff

by:



Maurice W. McLaughlin
For the Firm

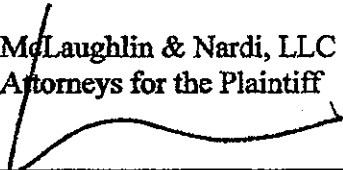
Dated: September 30, 2013

DESIGNATION OF TRIAL COUNSEL PURSUANT TO R.4:25-1(b)(14)

Maurice W. McLaughlin is hereby designated as trial counsel.

McLaughlin & Nardi, LLC
Attorneys for the Plaintiff

by:



Maurice W. McLaughlin
For the Firm

Dated: September 25, 2013

JURY DEMAND

Plaintiff demands a trial by a jury of six on all counts so triable.

McLaughlin & Nardi, LLC
Attorneys for the Plaintiff

by:



Maurice W. McLaughlin
For the Firm

Dated: September 25, 2013

CERTIFICATION PURSUANT TO RULE 4:5-1

I certify that the matter in controversy is not the subject of any other action pending in any court or pending in any arbitration proceeding and that no such action or arbitration proceeding is contemplated. To Plaintiff's knowledge no other party should be joined in this action.

McLaughlin & Nardi, LLC
Attorneys for Plaintiff

by:



Maurice W. McLaughlin
For the Firm

Dated: September 25, 2013

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

PARTIES

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as "Agreement") made this day of March, 2016, by and among the Borough of Manasquan ("the Borough", "Defendant" or "Releasee"), with offices located at 201 East Main Street, Manasquan, New Jersey, and Patrick J. Callahan (hereinafter referred to as "Callahan", "Plaintiff" or "Releasor").

WITNESSETH

WHEREAS, Callahan commenced a lawsuit in the Superior Court of New Jersey against the Defendants under the action captioned Patrick J. Callahan v. Borough of Manasquan, et al., Superior Court of New Jersey, Law Division, Monmouth County, Docket No. MON-L-3847-13, (the "Lawsuit"); and

WHEREAS, Callahan has made various allegations against the Borough, and certain Borough officials and employees, and the Borough having denied such allegations; and

WHEREAS, the allegations have resulted in the filing of the aforementioned Lawsuit; and

WHEREAS, Callahan alleges to have sustained both economic and non-economic damages; and

WHEREAS, due to the economic reality of defending a lawsuit and the cost associated with ongoing litigation and upon recommendation of its insurer, the Borough has made business decision to amicably settle this dispute.

WHEREAS, the individuals originally named as parties to this action have been dismissed from this action prior to this settlement;

WHEREAS, the Borough and Callahan have agreed to settle the claims included in the Lawsuit, and any and all other claims that Plaintiff might have, without admission or finding of any wrongdoing on the part of the Borough, and desire and intend to memorialize such settlement by entering into and executing this Settlement Agreement, General Release and Waiver;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Dismissal of Claims. Callahan dismisses, with prejudice, in their entirety, any and all claims against the Borough and/or any of the past or present officials, employees, departments, agents, servants, or representatives of the Borough, individually and in their official capacities, jointly and severally, ("Claims").

2. Release, Waiver and Discharge. This Agreement shall constitute a full and final release waiver and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Callahan may have against the Borough, including but not limited to any department, division or parent of the Borough, any past or present officer, official or employee of the Borough, and any of the Borough's agents, employees or servants, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of

action, whether known or unknown from the beginning of time until today. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Callahan had or could have raised against Releasees, including those Callahan may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims arising from or relating in any way to Callahan's employment with the Borough, and/or participation in and/or the termination thereof, any employee benefits, compensation or other terms of employment, arising from or relating in any way to the claims that were or could have brought in the matter now pending in the Superior Court of New Jersey captioned Patrick J. Callahan v. Borough of Manasquan, et al. Superior Court of New Jersey, Law Division, Monmouth County, Docket No. MON-L-3847-13. None of the parties shall be deemed a prevailing party for any purposes hereunder and each party hereby waives their right to any claims with respect thereto. The Release and Waiver includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys' fees and costs; any claim in tort, such as failure to promote, retaliatory failure to hire, failure to accommodate, violation of public policy, emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Borough policy, procedure or benefit plan (except vested benefits); for attorneys fees, back pay or front pay; and under any federal, state or local law or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 et

seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq. ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. 1981 et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended 42 U.S.C. 1981 et seq. ("CRA of 1991"); the Older Workers Benefit Protection Act, 29 U.S.C. 621-634, ("OWBPA"); the Americans With Disabilities Act, 42 U.S. Code §§ 12101 -12213, ("ADA"); Employee Retirement Security Act of 1974, 29 U.S. Code Chapter 18 ("ERISA"); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. ("LAD"); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. ("FLA"); the Family Medical Leave Act, 29 U.S.C. sec. 2601; 29 CFR 825 ("FMLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the Pregnancy Discrimination Act, Workers' Adjustment and Retraining Notification Act 29 U.S.C. 2101 et seq. ("WARN"); the Smoking Rights Law N.J.S.A. 34:6B-1 et seq. ("SRL"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq. ("NJCRA") and New Jersey Equal Pay Act, N.J.S.A. 34:11-56-1 et seq. ("NJEPA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause of action arising under any and all other federal, state or local statutes, laws, legal decision, rules and regulations pertaining to employment, as of and prior to the date hereof, as well as any and all claims under state and federal law; as of and prior to the date hereof; and any other Federal, State or local laws, regulations or ordinances, contract, collective bargaining agreement; and any other duty or obligation of any kind or description or for attorneys' fees or costs ("claims") and for any claims in connection with the employment of Callahan. Defendant similarly waives any right to bring any claims of any kind against the Plaintiff now or in the future, relating to or arising out of his employment with the Borough or any claims or litigation related thereto.

3. Lump Sum Payment and Settlement Terms. Within thirty (30) calendar days of: (a)

the full execution of this Agreement, (b) receipt by Defendant's counsel of a fully executed Stipulation of Dismissal by all parties to this Agreement, (c) and after full approval of this Agreement by formal resolution of the governing body of the Borough of Manasquan, Callahan shall be paid the sum of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) as compensation for and in satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of any and all Claims. The payment shall be made payable to the Law Offices of McLaughlin and Nardi, LLC Attorney Trust Account. The payment shall be conditioned upon receipt by Defendant of a Federal Tax Form W-9 from said payee.

4. Warranty of Capacity to Execute Agreement. Callahan represents and warrants that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. He further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement between Callahan and the Borough concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the parent entity, executors, administrators, personal representatives, heirs, successors and assigns of each.

6. Representation of Comprehension of Document. In executing this Agreement, the parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, that they have had the full opportunity to review this Agreement with their attorneys, and that the terms of this Agreement have been completely read and

explained by their attorneys, and that those terms are fully understood and voluntarily accepted.

7. No Admission of Liability. It is agreed that in settling this matter, the Borough of Manasquan it's present and past officials, departments, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion.

8. Tax Implication. The Borough, its agents, servants, and representatives, make no representations as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Callahan understands that any tax consequences and/or liability arising from payment to him in accordance with this Agreement shall be his sole responsibility and obligation and neither the Borough or its agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on Callahan's behalf. Callahan agrees that he will pay any and all income tax, payroll tax, inheritance tax or estate tax that may be determined to be due in connection with the payment described above. Since Callahan agrees that he is solely responsible for the payment of taxes on any settlement money received under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require the Borough to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Callahan with regard to the payment received under this Agreement, Callahan agrees to indemnify or reimburse the Borough, its agents, servants or representatives for any taxes he is required to pay.

9. Liens. Callahan hereby certifies that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Callahan. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Callahan agrees that he will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens,

medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Callahan agrees to indemnify and hold the Borough, its agents, servants, representatives harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement. If a claim is hereafter made against the Borough, its agents, servants, representatives, by anyone seeking payment of the liens, Callahan will indemnify and hold the Borough, its agents, servants, representatives, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

10. Medicare/Medicaid Liens and Claims. Callahan represents that Callahan is not and has never been enrolled in the Medicare or Medicaid programs and was not enrolled at the time of the Released Matters or anytime thereafter through the date of this Agreement. Callahan represents and warrants that no Medicare/Medicaid payments have been made to or on behalf of him and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any Released Matters. Callahan further agrees that Callahan, and not any Released Party, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted. Callahan agrees to indemnify and hold the Released Parties harmless from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the future be asserted by Medicare/Medicaid and/or persons or entities acting on behalf of Medicare/Medicaid.

11. Non-Disparagement. Plaintiff agrees and covenants that he shall not make any disparaging statement (oral or written), whether direct or implied, about the Borough or present or past employees, officers or officials of the Borough to any person or entity. The Mayor and

governing body of the Borough and Joseph Delorio, shall similarly not make any disparaging comments about Callahan regarding his employment with the Borough. In the event that Borough officials receive an inquiry regarding Callahan's past employment relationship with the Borough they will confirm to such inquirer only the following information: Callahan's past employment positions with the Borough, the dates each employment position was held, and the rate of pay earned for each position. Notwithstanding the foregoing, this provision shall not prevent any party from testifying truthfully in a court of law if required to do so or from complying with any lawfully issued subpoena or court order.

12. Waiver of Current and Future Employment. In further consideration of payment made by the Borough herein, Callahan hereby acknowledges and agrees that his employment relationship with the Borough has ended and Callahan hereby covenants that he will not seek future employment with the Borough, that Callahan hereby expressly waives any future right or entitlement to be reemployed by the Borough, and acknowledges that neither the Borough, nor any of its officers, public officials, administrators and/or directors shall have any obligation to hire or employ him in the future.

13. Confidentiality. Except as otherwise required by law, the terms of this Agreement are confidential. The facts, amounts, circumstances and documents underlying this resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement. Callahan agrees that he (and any of his family members, agents or representatives, including but not limited to legal counsel) shall not disclose to any third party (other than tax advisors, retained counsel and immediate family) any details regarding the settlement of this matter or this Agreement. Callahan (and any of his family members, agents or representatives, including but

not limited to legal counsel) shall not communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Callahan and the Borough may not state anything more than "the matter has been resolved." In addition thereto, the Borough may also be permitted to disclose "that due to the economic reality of defending a lawsuit and costs of ongoing litigation and upon the recommendation of its insurer, the Borough has made a business decision to amicably settle this matter and that a majority of the settlement funds are being paid by the insurer." Callahan represents that he has not violated this provision as of the date of execution of this Agreement. The parties also understand that this settlement and the underlying documents may be considered a public record under New Jersey's Open Public Records Act or other similar laws, and no release of information in accordance with these laws shall constitute a breach of this Agreement.

14. Enforcement of Agreement. Callahan agrees and covenants, as a condition of Defendants' performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement may cause irreparable harm to Defendant which shall entitle it to seek monetary damages, and whatever other remedies are available to it, including, but not limited to injunctive relief and return of the settlement proceeds, for breach of the nondisclosure obligations set forth herein.

15. Indemnification. In the event Callahan recovers any monies from any person who thereafter seeks indemnification (by way of example and not limitation, claims of any medical lien providers and claims of any lawsuit funding entity) from the Borough, its agents, servants, representatives, arising from Claims, identical herein, Callahan shall indemnify and hold the Borough, its agents, servants and representatives, harmless for defending

against these claims, including, but not limited to, attorneys' fees, and costs of suit, judgment or settlement.

16. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court. The parties acknowledge that they have been afforded ample opportunity to consult with independent legal counsel of their own choice throughout all of the negotiations that preceded the execution of this Agreement.

17. Other Actions or Claims. Callahan represents that he has not personally filed any actions or claims against any of the Defendants other than the Complaint referred to in Paragraph 2 hereof.

18. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

19. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

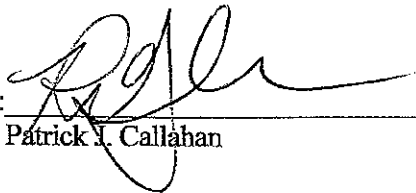
20. Revocation. Callahan may revoke this Agreement within seven (7) days after the date this Agreement is signed by him. This revocation must take the form of written notice by Callahan that he intends to revoke this Agreement. This revocation must be provided directly to the Borough, c/o Mitchell B. Jacobs, Esq., Cleary Giacobbe Alfieri Jacobs, LLC, 5 Ravine Drive, Matawan, New Jersey 07747. Plaintiff may not waive this seven (7) day revocation period.


21. Reasonable Period of Time. Plaintiff agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that he may waive this twenty-one (21) day

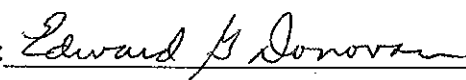
period by signing in the space provided at the end of this Agreement.


22. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

I hereby sign this Agreement in order to agree to the dismissal of claims, with prejudice, and release, waive and discharge provisions as they may apply, as set forth in this Settlement Agreement, General Release and Waiver, it being my intention to release and discharge any and all claims I may have in and to the matters in dispute which are referenced in the Agreement.

By: 
Patrick J. Callahan


Witness Attestated by Patrick J. Callahan
Dated: 4/28/16

The Borough of Manasquan
By: 
Edward B. Donovan


Attest

Dated: 5/6/16

Dated: 5/6/16