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| <p>STEVEN PASCAL,</p> <p style="text-align: right;">Plaintiff,</p> <p>v.</p> <p>CITY OF CAPE MAY, CAPTAIN ROBERT SHEEHAN, AND JOHN DOES 1 THROUGH 25 FICTITIOUSLY NAMED DEFENDANTS JOINTLY, SEVERALLY, AND IN THE ALTERNATIVE,</p> <p>Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAPE MAY COUNTY DOCKET NO. CPM-L-444-13</p> <p style="text-align: center;">Civil Action</p> <p>SETTLEMENT AGREEMENT AND RELEASE</p> |
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This Settlement Agreement and General Release (hereinafter “this Agreement”) entered into and by and among STEVEN PASCAL (“Pascal” or "Plaintiff"), Releasor, and the CITY of CAPE MAY and CAPTAIN ROBERT SHEEHAN (“Cape May” or “Sheehan” or “Defendant”), Releasees, collectively known as "the Parties."

Whereas, Releasor, as Plaintiff, filed a Complaint against Releasees in the Superior Court of New Jersey, Cape May County, entitled STEVEN PASCAL v. CITY OF CAPE MAY, CAPTAIN ROBERT SHEEHAN, AND JOHN DOES 1 THROUGH 25 FICTITIOUSLY NAMED DEFENDANTS JOINTLY, SEVERALLY, AND IN THE ALTERNATIVE, bearing Docket No. CPM-L-444-13 and has asserted claims against Releasees; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing Docket No. CPM-L-444-13 , and any and all related claims which could have been asserted, whether they are presently known or unknown,

Whereas, Releasees deny each and every allegation made by Plaintiff, and enter into this agreement for reasons other than the merits of Plaintiff's claims; and,

Whereas, Plaintiff agrees that the merits of his claims against Releasees are disputed and have not been adjudicated by any Court; and

Now, and for the consideration of the agreements, covenants, and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the Parties hereto, the Parties agree as follows:

1. **SETTLEMENT PAYMENTS.**

- a. After Releasor's execution and presentation of the attached Release and Stipulation of Dismissal with Prejudice, plaintiff shall be paid the total amount of Three Hundred Sixty Nine Thousand dollars (\$369,000.00), which payment shall be allocated to Plaintiff's claims for emotional distress, physical pain and suffering, and loss of enjoyment of life, and which payment constitutes consideration for the execution of this agreement and any other documents necessary to resolve and compromise this matter, with finality and with prejudice.
- b. The Parties acknowledge this is a global settlement of all claims presented and which could have been presented. All prayers for relief are dismissed

with prejudice in consideration for the sum tendered.

- c. Plaintiff agrees that, but for this Settlement Agreement and General Release, he would not be entitled to the aforesaid payment.
- d. The settlement amount shall be paid by Releasees in the form of three checks, one check payable to Steven Pascal in the amount of One Hundred Ninety Three Thousand dollars (\$193,000.00) and the other two checks payable to Ionno & Higbee, LLC in the amount of One Hundred Twenty Six Thousand dollars (\$127,000.00) and Fifty Thousand dollars (\$50,000.00), the latter check being paid by the City of Cape May. The City of Cape May shall issue to Mr. Pascal and Ionno & Higbee, LLC 1099 Misc. forms in 2017.
- e. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the matter bearing Docket No. CPM-L-444-13.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that counsel for Releasees will file with the Superior Court of New Jersey, Cape May County an executed Stipulation of Dismissal. The Parties understand and agree that the terms of the aforesaid Dismissal are expressly incorporated by reference within the Settlement Agreement and General Release as if fully set forth herein.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this agreement, Plaintiff, personally and for his estate and/or his heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against Releasees and any and all of its officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, 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 relating to the following (including any amendments thereto):

- 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 United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and 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 and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. The Uniformed Services Employment and Reemployment Act;
- s. Any anti-retaliation provision of any statute or law;
- t. 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 or 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).

Plaintiff acknowledges that he has twenty-one (21) days to review and consider this Release, which waives Plaintiff's rights and claims under the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) and that his execution of this Release prior to the expiration of that time period constitutes an express waiver to the consideration period.

It is expressly understood by and among the Parties that this Agreement shall not serve to bar plaintiff from pursuing relief under the Worker's Compensation Act

for claims known and unknown as of the date of this Agreement and which are separate from claims encompassed in the civil action filed under Docket No. CPM-L-444-13.

4. **NO CLAIMS PERMITTED/COVENANT NOT TO SUE.**

Plaintiff waives his right to file any charge or complaint on his own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of 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 Releasees except as such waiver is prohibited by law. It is expressly understood by and among the Parties that this Agreement shall not serve to bar plaintiff from pursuing relief under the Worker's Compensation Act for claims known and unknown as of the date of this Agreement and which are separate from claims encompassed in the civil action filed under Docket No. CPM-L-444-13.

5. **CONFIDENTIALITY.**

The Parties agree that this Release contains no confidentiality agreement.

6. **NON-DISPARAGEMENT.**

The Parties agree not to make any disparaging statements concerning one another, or to defame one another in any manner to any person or entity. The Parties agree not to authorize any person or entity to make any disparaging statements about one another or to defame one another to any person or entity.

7. **DEFENSE/INDEMNIFICATION.**

Releasor acknowledges and agrees that Releasees have made no representation as to the taxability or exemption from taxation of the amount specified in paragraph one (1) above and further acknowledges and agrees that Releasor shall be solely responsible for any and all taxes due or owing on the amounts paid in settlement of this case. Releasor further acknowledges and agrees to be responsible for any liens asserted against the amounts paid in settlement of this case, including but not limited to attorneys fees and cost, medical or any of the statutory, equitable, common law or judgment claims and/or liens.

Releasor agrees to defend Releasee in any action brought by any source as a result of Releasor's allocation of the settlement amount including payment of liens and to indemnify and hold Releasee harmless from any judgment, penalty, fine or other financial assessment against Releasee stemming from such action.

Releasor's counsel agrees to be solely responsible for any and all judgement searches required by law, including, but not limited to child-support Orders, and to defend and indemnify Releasee in any action of any description resulting from a judgment against plaintiff entered prior to the date of this Release.

8. **NO ADMISSION OF LIABILITY.**

It is expressly understood that neither the execution of this agreement, nor any other action taken by Releasees in conjunction with Plaintiff's alleged claims or this settlement, constitute admission by Releasees of any violation of any law, duty or obligation and that Releasees specifically deny any liability to Plaintiff or

to any other person.

9. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties.

Plaintiff represents and acknowledges that, prior to executing this Agreement, he consulted with his attorney and that he has had ample time to do so, and that he obtained the advice of his counsel prior to making the decision to execute this Agreement, and that he has not relied upon any representation or statement not set forth in this Agreement made by any other party hereto, 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. **SEVERABILITY.**

The Parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion or portions shall be fully enforceable.

Plaintiff hereby understands and agrees that he has sought and received the advice of his attorney prior to executing this Agreement, and that he has had ample time to do so and that he knowingly and voluntarily has decided to settle his claims against Releasees after thoroughly reviewing this Agreement with his attorney.

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| Steven Pascal, Plaintiff and Releasor |
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STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

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| Sworn to and subscribed before me this _____ day of 2016 | |
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