

CHASAN LEYNER & LAMPARELLO, PC
300 Harmon Meadow Boulevard
Secaucus, New Jersey 07094-3621
201-348-6000
Attorneys for Defendant Hudson County Department of Corrections
File No. 02290-0049

MICHAEL J. PRINS,

Plaintiff,

vs.

**HUDSON COUNTY DEPARTMENT
OF CORRECTIONS; OSCAR AVILES,**
individually and as an employee and/or
agent of the Hudson County
Department of Correction;
LIEUTENANT TISH NALLS, individually
and as an employee and/or agent of the
Hudson County Department of
Corrections; **JOHN DOES 1-10** (said
names being fictitious) and **ABC
CORPS, 1-10** (said names being
fictitious),

Defendants.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Civil Action No. 2:12-cv-02962(JLL)(MAH)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement"), dated _____, 2014, is between Plaintiff Michael J. Prins ("Plaintiff") and Defendants Hudson County Department of Corrections ("Hudson County"), Captain Tish Nalls/Tish Castillo ("Nalls"), individually and as an employee and/or agent of Hudson County, and Director Oscar Aviles ("Aviles"), individually and as an employee and/or agent of Hudson County, (Hudson County, Nalls, and Aviles are collectively known as "Defendants") Plaintiff and Defendants are referred to collectively as the "Parties."

1. **Background and Purposes of Agreement**

1.1 Plaintiff and Defendants are parties to the above captioned action (the "Action").

1.2 Defendant Hudson County Department of Corrections is a government entity under the control of the government of the County of Hudson. As such, since Hudson County is the controlling entity over the Department of Corrections, for the purposes of this Agreement, Defendant Hudson County Department of Corrections shall be referred to as "Hudson County."

1.3 Plaintiff is also a party in the matter captioned In the Matter of Michael Prins, Hudson County, Docket No. A-005670-11T1 (the "Appellate Action"), in which the County of Hudson is appealing the decision made by the Office of Administrative Law reinstating Plaintiff to his position following the incident that occurred on October 21, 2009 involving civilian Ricky Johnson captioned Prins v. Hudson County, OAL Docket No. CSR 5571-10 ("Administrative Action").

1.4 The Parties have determined that it is in their best interest to enter into this Agreement and thereby (a) amicably resolve all issues in dispute asserted in the Action and the Appellate Action, or which could have been asserted in the Action or the Appellate Action, without any admission of liability or wrongdoing, and (b) dismiss the Action and the Appellate Action with prejudice and without costs.

2. **Effective Date**

2.1 This Agreement shall not be binding upon the Parties until the Effective Date, which shall be the date when the last of the following has occurred:

2.1.1 The Agreement has been executed by all of the Parties;

2.1.2 Plaintiff's counsel forwards executed W-9 forms to defense counsel;

2.1.3 Plaintiff's counsel executes a Stipulation of Dismissal with prejudice;

2.1.4 Plaintiff's counsel forwards duly executed negative child support judgment search pursuant to N.J.S.A. 2A:17-56.23(b), and a negative Patriot Act search required by Executive Order 13224;

2.1.5 Hudson County's Insurance Fund Commission approves the Agreement.

3. **Settlement**

The Action is settled in its entirety, subject to the following terms:

3.1 Hudson County shall issue and Plaintiff shall accept a check made payable to "Christopher Carcich, as attorney for Michael Prins" in the amount of \$150,000 on behalf of Hudson County Department of Corrections, Nalls, Aviles, and their respective agents, employees, representatives, officials, officers, and/or directors. This payment will be reported on an IRS Form 1099, and any other appropriate federal, state, or local tax reporting forms, issued to Plaintiff's attorney with Plaintiff's attorney's tax I.D. number.

3.2 As a result of Plaintiff's communication with the Department of the Treasury, Division of Pensions and Benefits ("Division of Pensions"), and the information that Plaintiff maintains was conveyed to the Division of Pensions, the Parties understand that Plaintiff is allowed to purchase 53 months of military time, which would provide Plaintiff with 25 years of service credit.¹ As such, Plaintiff, through his attorney, shall issue a check to the Divisions of Pension in the amount of \$97,012.59 to purchase 53 months of military time, which is considered part of Plaintiff's settlement proceeds.

¹ See pension quote attached hereto as Exhibit A.

Plaintiff understands and agrees that he will immediately submit his application for retirement with the Division of Pensions on the appropriate form or forms, and will cooperate fully with respect to the retirement process upon the execution of this Agreement. Plaintiff's retirement date shall be the date upon which he is approved by the Division of Pensions, or when he signs this Agreement, whichever date is later. Additionally, if at any time, Plaintiff decides to rescind to his retirement application, he will not be permitted to return to work for Hudson County, and shall be considered terminated, effectively immediately; however, Plaintiff will still be bound by all terms and conditions contained in this Agreement. Plaintiff understands that no settlement monies will be paid to him until both the "buy back" is fully accomplished, and Plaintiff has filed his retirement application with the Division of Pensions, and it is accepted and approved. Further, Plaintiff understands and agrees that once the retirement application process is approved by the Division of Pensions, there is a 30 day waiting period before Plaintiff will receive any pension monies.

3.2.1. After Plaintiff's retirement from Hudson County, Hudson County shall provide Plaintiff with the same health benefit plan as other corrections officers retirees in PBA Local #109 ("PBA") as found in the State Health Benefits Plan in addition to providing any other retirement benefits as required by state and/or federal law. Plaintiff understands and agrees that should state and/or federal law change as to the participation by Hudson County PBA retirees as to a percentage of premiums, Plaintiff will be required to make such premium payments to Hudson County in the same fashion as other Hudson County retirees in accordance with state and/or federal law requirements. **Further still,**

Plaintiff understands and agrees that upon Plaintiff attaining the age of Medicare eligibility, Plaintiff must apply for Medicare, which will be his primary health provider from that time forward. Plaintiff understands and agrees that Hudson County's health benefit plan provided to Plaintiff in this Agreement will then be secondary, as is the same with any other Hudson County retiree and in accordance with the PBA contract.

3.3 Plaintiff shall immediately return all gear that is the property of Hudson County, within 30 days of the execution of this Agreement.

3.4 Payment shall be made within 45 days of the Effective Date of this Agreement.

3.5 As a term of this Settlement, James Addis, Esq., ("Addis") attorney for Plaintiff in the Administrative and Appellate Actions must execute a Release releasing Hudson County for any and all claims for any attorneys' fees or expenses that he has, may have, or may have had, deriving from his representation in same Actions. The terms of the Release dictate that Addis has agreed to voluntarily waive any and all claims for attorneys' fees and expenses that has has, may have, or may have had, including all attorney's fees pertaining to Plaintiff's Loudermill hearing, the departmental hearing, the Administrative Action, and/or the Appellate Action. This Agreement is contingent upon Addis's execution of a Release of all claims, including but not limited to, claims for attorneys' fees and expenses, which could be made against Hudson County, as the governmental entity which oversees and controls the HCDC, the HCDC, Nalls, Aviles, and/or any other Hudson County agents, employees, representatives, officials, officers, or directors.

3.6 Plaintiff is not entitled to receive any compensation for vacation or compensatory time accrued since he has used all such time afforded to him. If there are any remaining vacation or compensatory time remaining, all such days are extinguished and Plaintiff shall not be compensated for any of that time. Plaintiff shall receive payment for unused sick time remaining, which amount is approximately 52.781 days. Payment shall be made to Plaintiff in accordance with the regular policy and procedure of Hudson County, which dictates that an employee shall receive compensation for one day for every three sick days not used.

4. **No Representations as to Tax Consequences; Tax Identification**

4.1 The amount to be paid under this Agreement will be reflected on IRS Form 1099 Misc. to be issued to Christopher J. Carcich, Esq. and such form shall be filed with the IRS, indicating that the sum indicated above has been paid under this Agreement as other income. Defendants do not make any representation as to the tax consequences of the payment hereunder.

4.2 Plaintiff agrees that he will be responsible for the payment of all applicable state, federal and local taxes with respect to the payment described in **Section 3** and will assume full liability with respect to same. Plaintiff further agrees that in the event the IRS or any other taxing authority deems any withholding tax, interest, penalties, or other amounts to be due from Defendants with respect to this settlement payment, Plaintiff will fully indemnify Defendants and hold them harmless for any sums that they may be required to pay.

5. **Release**

5.1 Plaintiff fully, unconditionally and without limitation waives, releases and gives up any and all known and unknown claims, rights and causes of action of every kind, whether in law or in equity, against the County of Hudson, Nalls, and Aviles, their officers, officials, agents, employees, representatives, successors, assigns, and anyone who succeeds to their rights, including, but not limited to, their heirs, or executors of their estate, which now exists or may hereafter arise in connection with the Action. This releases all claims and rights up to the date of this Agreement, including those of which Plaintiff may not be aware and those not mentioned in this Agreement. This Agreement applies to claims resulting from anything which has happened up to the date of the execution of this Agreement.

5.2 In addition to releasing any and all claims and rights pursuant to **Section 5.1** above, Plaintiff also specifically releases any and all claims which were brought or could have been brought including, but not limited to, the following:

5.2.1 Claims against Defendants for misfeasance, malfeasance, nonfeasance or failure to take required official action;

5.2.2 Claims alleging a violation of federal and/or state statutory and/or constitutional rights;

5.2.3 Claims alleging violations of Article I, paragraphs 6 (freedom of speech) and 18 of the New Jersey Constitution (freedom of assembly);

5.2.4 Claims alleging violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed,

color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States;

5.2.5 Claims alleging aiding and abetting of discriminatory employment practice(s) in violation of the LAD;

5.2.6 Claims alleging violations of the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., which, among other things, prohibits retaliatory action against an employee under certain specified conditions;

5.2.7 Claims arising under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;

5.2.8 Claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or the Civil Rights Act of 1991, as amended, which, among other things, prohibits discrimination in employment on account of a person's race, color, religion, sex, or national origin;

5.2.9 Claims arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq., ("ADEA"), which, among other things, prohibits discrimination in employment on account of a person's age;

5.2.10 Claims arising under the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq., ("ADA"), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap;

5.2.11 Claims arising under the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, et seq., ("FMLA"), and the New Jersey Family

Medical Leave Act, N.J.S.A. 34:11B-1, et seq., which among other things, entitle certain employees to take reasonable leave for medical reasons;

5.2.12 Claims arising under the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq., which among other things, prohibits discrimination in employment by federal contractors against individuals with disabilities;

5.2.13 Claims arising under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq., ("ERISA"), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute;

5.2.14 Claims arising under the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq., ("OWBPA"), which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age;

5.2.15 Claims alleging violations of N.J.S.A. 11A:2-24 or N.J.A.C. 4A:2-5.1, which prohibit appointing authorities from taking action, or threatening to take action, against an employee in retaliation for an employee's disclosure of information on the violation of any rule, law or abuse of authority;

5.2.16 Claims arising under the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., which protects employees from being deprived of any right, privilege, or immunity by a person acting under the color of law;

5.2.17 Claims arising under 42 U.S.C. §1983 for constitutional violations, including but limited to, violations under the Eighth and Fourteenth Amendments

of the United States Constitution, or for claims arising under 42 U.S.C. §1981, 42 U.S.C. §1985, 42 U.S.C. §1988;

5.2.18 Claims arising under the National Labor Relations Act, 29 U.S.C. §151, et seq., which act protects employees and employers, encourages collective bargaining, and curtails certain private sector labor and management practices;

5.2.19 Claims arising under the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., and the New Jersey Fair Credit Reporting Act, N.J.S.A. 56:11-28, et seq., which acts promote accuracy, fairness, and privacy of information in the files of consumer reporting agencies;

5.2.20 Claims arising under the Occupational Safety and Health Act, 29 U.S.C. § 651, and New Jersey Public Employees Occupational Safety and Health Act, N.J.S.A. 34:6A-25, et seq., which aim to promote safety, and reduce occupational safety and health hazards;

5.2.21 Claims arising under the New Jersey Family Temporary Leave Act, N.J.S.A. 43:21-25, et seq., which permits leave for the birth of a child, or to care for a family member;

5.2.22 Claims arising under the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., which protects contractors who work on any state or political subdivision contracts;

5.2.23 Claims arising under the New Jersey Equal Pay Act, N.J.S.A. 34:11-56.1, et seq., which prohibits discrimination in the rate or method of payment of wages because of an employee's sex.;

5.2.24 Claims arising under the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1, et seq., which among other things, provides medical treatment, wage replacement and permanent disability compensation to employees who suffer job-related injuries or illnesses;

5.2.25 Claims arising for vacation, compensatory, or personal leave pay, back pay, short term or long term disability benefits, economic loss or payment pursuant to any collective bargaining agreement, contract, practice, policy, handbook, or manual utilized by Hudson County;

5.2.26 Claims arising under any federal or state statute, rule or regulation, or common law, including, not limited to, claims for administrative negligence, negligent supervision, negligent investigation, negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, anxiety, loss of prospective economic advantage and ability to obtain future employment, medical expenses, breach of and/or interference with contract, non-renewal of contract, breach of the implied covenant of good faith and fair dealing, violation of any collective bargaining agreement, violation of any Hudson County policy, and/or public policy.

5.3 Plaintiff acknowledges the following:

5.3.1 He consulted with an attorney of his choosing concerning the legal significance of this Agreement;

5.3.2 This Agreement is written in a manner that Plaintiff understands;

5.3.3 The consideration set forth above in **Section 3** of this Agreement is adequate and sufficient for Plaintiff entering into this Agreement and consists of benefits to which Plaintiff is not otherwise entitled;

5.3.4 Plaintiff has been offered 21 days to consider this Agreement before executing same and that any changes to this Agreement subsequently agreed upon by the Parties, whether material or immaterial, do not restart this period for consideration; and

5.3.5 Plaintiff has been advised that during the seven-day period following his execution of this Agreement, he may revoke his acceptance of this Agreement by delivering written notice to Chasan Leyner & Lamparello, PC, attention Amanda E. Jackson, Esq., Counsel for Hudson County, and that this Agreement shall not become effective or enforceable until after the revocation period has expired without Plaintiff revoking his acceptance.

5.4 Plaintiff, and his attorneys, agree that Plaintiff shall refrain from voluntarily assisting, cooperating, or participating in any manner in any lawsuit, administrative proceeding, arbitration, investigation, or claim of any kind relating to any matter that involves the claims which were or could have been the subject of the Lawsuit, and claims otherwise released under the terms of this Agreement, except as required by law or subpoena. Plaintiff understands and agrees that if he is asked for information in connection with any such matter or to assist, cooperate, or participate in any manner in it, he will decline to voluntarily communicate any further with the inquirer. Plaintiff further understands and agrees that he will not voluntarily provide files, documents, and/or

information of any type whatsoever to third parties and/or give testimony or evidence against the Defendants in any proceedings.

6. **Future Employment**

6.1 Plaintiff understands and agrees that he will never again present himself at the Hudson County, nor seek or accept employment with Hudson County in any capacity.

7. **Attorney's Fees and Expenses**

7.1 It is specifically understood and agreed that the amount paid under this Agreement includes **all attorneys' fees and costs** to which Plaintiff and/or his attorneys, including Christopher Carich, Esq. and James Addis, Esq., may be entitled to under either the Loudermill hearing, the departmental hearing, the Administrative Action, the Action, and/or the Appellate Action, and the settlement sum is specifically intended to be inclusive of **all attorneys' fees and costs**. Plaintiff understands that by executing this Agreement, he releases and waives any claim or right for attorneys' fees and expenses in connection with either the Loudermill hearing, the departmental hearing, the Administrative Action, the Appellate Action, and/or the Action. Neither Plaintiff nor Christopher Carich, Esq. or James Addis, Esq., Counsel for Plaintiff, nor anyone acting on their behalf, shall make application for any additional monies in addition to the amounts set forth in this Agreement nor shall any of them make any application for attorneys' fees or costs as those amounts are included in the total payment being made herein. Furthermore, by virtue of the Certification executed by James Addis, Esq., attached hereto as **Exhibit B**, he agrees to fully indemnify and release any and all claims for attorneys' fees and/or expenses against Hudson County, as the governmental

entity which oversees the HCDC, the HCDC, Nalls, Aviles, and/or any other Hudson County agents, employees, representatives, officials, officers, or directors, accrued in the any of the Loudermill or departmental hearings, the Administrative Action, Appellate Action, or any other proceeding, hearing, or matter related to this Action.

8. **No Admission of Liability**

8.1 This Agreement is executed and all consideration is given in final settlement of disputed claims, and shall not be construed as an admission of any allegation of liability or wrongdoing by Plaintiff.

9. **Confidentiality and Non-Disclosure**

9.1 Unless consent is granted, the Plaintiff nor his attorneys, agents or representatives shall disclose this Agreement or discuss the terms hereof with any third party. However, the information in this Agreement may be communicated to the Plaintiff's spouse, attorneys, tax advisors, and financial advisers. If Plaintiff or his attorneys receives an inquiry from any third party about this Agreement, Plaintiff shall respond by saying only that "the matter has been settled." Further, it is expressly understood that Plaintiff, as well as Plaintiff's attorneys, will not take any action to publicize the allegations surrounding Plaintiff's employment with Hudson County, the allegations giving rise to the Lawsuit or the terms, discussions, or nature of this Agreement to any third persons or to the media. Furthermore, Plaintiff, as well as Plaintiff's attorneys shall not state that Plaintiff is the prevailing party in the Lawsuit, or any other action involving Defendants, or any other entities or persons connected with them. Plaintiff agrees and understands the confidentiality requirements of this Section are a material inducement to his consent to this Agreement, and that a violation of these

confidentiality requirements will be deemed a material breach of this Agreement. In the event that Plaintiff or his attorneys is required by Court Order to disclose the terms and provisions of this Agreement, Plaintiff shall give all other Parties written notification prior to disclosure.

9.2 The Parties acknowledge and recognize that the Hudson County is a public entity, and Nalls and Aviles are public employees, and as such, disclosure of this Agreement by the County may be compelled under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. ("OPRA"), other statute or common law. Hudson County may also be required to disclose the Agreement in relation to its approval or in relation to its compliance with the terms of the Agreement. Notwithstanding any other term in this Agreement, the Parties agree that the County shall, to the extent as required by law, prevent disclosure of the terms of this Agreement, but the County, as a public entity and employer of numerous public employees, cannot guarantee non-disclosure.

10. **Enforcement of the Agreement**

10.1 If any Party to this executed Agreement initiates court action to enforce the terms of this Agreement, they may do so by way of summary proceeding or order to show cause, subject to the discretion of the court to hear the matter in that manner. If the party bringing the enforcement action prevails on the merits, that party may apply for, and the Court may award that party, reasonable legal fees, expenses, and costs of suit, incurred by the prevailing party. In the event of cross-claims with mixed results, the court may apportion the fees and costs as it deems equitable and just.

10.2 If the Court finds that any action by a Party in respect of enforcement of this Agreement was done frivolously, in bad faith, and or without factual basis under the

same standards applicable under Rule 1:4-8 or N.J.S.A. 2A:15-59.1, then the Party bringing the action shall be liable for the legal fees and expenses, and costs of court, incurred by the other Party to defend the enforcement action.

11. **Fair Representation**

11.1 The Parties represent and warrant that their respective attorneys have represented them fully, fairly, and without bias or conflict in connection with the Action.

12. **New Jersey Child Support Judgment Search, Patriot Act Search, and Potential Liens**

12.1 Pursuant to N.J.S.A. 2A:17-56.23(b), Plaintiff understands and agrees that the settlement sum will not be released until such time as he or his attorneys provide Counsel for Hudson County with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. Plaintiff further understands and agrees that in the event it is revealed that he is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. Plaintiff also understands and agrees that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

12.2 Pursuant to Executive Order 13224, Plaintiff understands and agrees that a settlement sum will not be released until such time as he or his attorneys provide Counsel for Hudson County with a certified copy of a Patriot Act search, performed by a private judgment search company, reflecting that Plaintiff is not on the list of prohibited individuals as compiled by the federal government. Plaintiff further understands and

agrees that in the event it is revealed that he is on such list, Plaintiff will not receive any of the proceeds of the settlement.

13. **Consultation With an Attorney**

13.1 The Parties have consulted with their attorneys with respect to this Agreement, and reviewed with their attorneys all the terms and conditions of this Agreement before signing this Agreement.

14. **Knowing and Voluntary Agreement**

14.1 The Parties represent and acknowledge that they have had a reasonable amount of time to consider this Agreement, and that in executing this Agreement rely entirely upon their own judgment, beliefs and interests and the advice of their counsel, and they do not rely and have not relied upon any representation or statement made by the other party, or by any agents, representatives or attorneys of the other party, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this Agreement. The Parties specifically acknowledge that all releases contained herein are knowing and voluntary.

15. **Who is Bound**

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective officers, officials, legal representatives, agents, successors, assigns, heirs, administrators, and executors.

16. **Medicare Liens/Other Liens**

16.1 Plaintiff represents and warrants that he is unaware of and has not received notice of any liens, (including, but not limited to, Medicare, Medicaid or Social Security), assignments, subrogations, encumbrances, garnishments, security interests,

claims, suits, causes of action, judgments, fees, costs, attorneys fees or any other right of any person or entity to all or any part of the monetary payment made to him pursuant to this Agreement including, but not limited to, any such claims by any health care provider, (including, but not limited to, Medicare, Medicaid or Social Security), any state or other governmental body, any employer, worker's compensation insurer, or any attorney (other than the contingency fee to which Christopher Carcich, Esq. is entitled), that would give such a person or entity a claim to recover all or a portion of the payments made pursuant to this Agreement. Nonetheless, Plaintiff agrees to defend, indemnify, and hold harmless Defendants from any past, present or future lien, assignment, subrogation, encumbrance, garnishment, security interest, claim, suit, cause of action, judgment, fees, attorneys fees, costs, or any other right of any person or entity to all or any part of the monetary payment that may exist or from the breach of the representation and warranty contained in this paragraph.

16.2 Plaintiff understands and agrees to defend, indemnify and hold Defendants harmless with respect to all past, present and future demands, claims, suits, causes of action, liabilities, liens or judgments of any kind whatsoever by Plaintiff or Plaintiffs successors and assigns arising out of or in any way related to these released claims.

16.3 Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, the Center for Medicare and Medicaid Services must be provided Plaintiff's full address, Social Security Number, date of birth, gender, and, if available, his Medicare Health Insurance Claim Number (HICN). Provision of this information by Plaintiff to Medicare is a condition of settlement. Spaces are provided at the end of this Release for compliance.

16.4 Specifically, Plaintiff further understands and agrees that any and all Medicare, Medicaid or Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other types 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, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released. In this regard, Plaintiff agrees to indemnify and hold harmless the Defendants, including, but not limited to Defendants' 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, Medicaid and/or Social Security for reimbursement of any funds paid by them relating to and/or arising out of this Lawsuit. It is further expressly understood and agreed, to the extent applicable, Plaintiff covenants that he will set aside funds necessary in an approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care need of Plaintiff for any condition that requires treatment that is related to and/or arises from the Lawsuit. In the alternative, Plaintiff avers and covenants that, as set forth in his Certification attached as **Exhibit C**, he does not presently anticipate that he will require medical and/or health care treatment for any conditions related to and/or arising from the Lawsuit. Further, should funds not be placed in an approved Medicare Set Aside Account for Plaintiff, and if care and treatment for conditions related to and/or arising out of the Lawsuit, are subsequently sought, then Plaintiff covenants and represents to the Defendants' insurance carriers, attorneys and others in privity with them, that Plaintiff will not submit or 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 for Plaintiff stated herein.

17. **Complete Agreement**

17.1 This Agreement contains the entire agreement, including any and all attachments, between the Parties with respect to the subject matter, and supersedes all prior agreements or understandings dealing with the same subject matter. No Party has agreed to do anything other than as is expressly stated in this Agreement.

18. **Choice of Law**

18.1 This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions.

19. **Modification**

19.1 No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by all parties to the Agreement.

20. **Severability**

20.1 Except as set forth below, should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The releases set forth in **Section 5** are deemed to be material terms of the Agreement. If any part of the releases are deemed to be unenforceable, or if there is any claim Plaintiff asserts against Defendants that is deemed not to be released under **Section 5**, then the

Defendants may seek to revoke the consideration referenced in **Section 3** and seek reimbursement of all payments made to Plaintiff under this Agreement.

20.2 Except to the extent necessary to enforce the Agreement, neither this Agreement nor any part thereof is to be used or admitted into evidence in any proceeding of any character, judicial, administrative, or otherwise, now pending or otherwise instituted.

21. **Negotiated Agreement; No Construction Against Any Party**

21.1 This Agreement was not drafted by any of the Parties, but rather is the result of negotiations among the Parties with the benefit of their attorneys. Each Party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the Parties as drafter of same.

22. **Attestation of Parties**

22.1 Each of the Parties represent and warrant that they have carefully read each and every provision of this Agreement, and that they fully understand all of the terms and conditions contained in each provision of this Agreement. Each of the Parties represents and warrants that they enter into this Agreement voluntarily, of their own free will, without any pressure or coercion from any person or entity whatsoever.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT.

PLAINTIFF ACKNOWLEDGES THAT HE HAS READ THIS SETTLEMENT AGREEMENT, FULLY UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

WITNESS:

MICHAEL J. PRINS

Dated: _____

WITNESS:

BY: _____
DONATO BATTISTA, ESQ.
COUNTY COUNSEL
HUDSON COUNTY

Dated: _____

WITNESS:

BY: _____
JACQUELINE DEGREGORIO, ESQ.
COUNSEL FOR CAPT. TISH
NALLS/CASTILLO

Dated: _____

WITNESS:

BY: _____
GEORGE CAMPEN, ESQ.
COUNSEL FOR DIRECTOR
OSCAR AVILES

Dated : _____

MEDICARE STATUS AND SATISFACTION OF ANY MEDICARE REIMBURSEMENT

Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B? Yes No

Full Name? *(Please print the name exactly as it appears on your SS Medicare card if available)*

Medicare Claim Number:

Date of Birth: (mm/dd/yyyy)

Social Security Number:

Gender: Male ____ Female ____

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

Claim Name (Please Print)

Claim Number

Name of Person Completing This Form If Claimant Is Unable (Please Print)

Signature of Person Completing This Form

Date _____

If you have completed Sections I and II above, stop here. If you are refusing to provide any of the information requested in Section I and II or you do not have a Social Security Number, proceed to Section III.

CERTIFICATION OF MICHAEL PRINS

1. I, Michael Prins, am fully familiar with the facts and circumstances hereinafter set forth.
2. I have never **applied for or** received Medicaid benefits.
3. I have never **applied for or** received Medicare benefits.
4. I have never **applied for or received Social Security Disability Insurance.**
5. Neither Medicaid, Medicare **nor Social Security** has ever had any liens against me.
6. I do not anticipate that I will require medical and/or health care treatment for any conditions related to and/or arising out of this Action, my employment or retirement from Hudson County.

I certify that the within statements made by me are true. I am aware that if the foregoing statements made by me are false, I am subject to punishment.

MICHAEL J. PRINS

Dated: