

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter “Agreement”) is made between **MARY DOE, a pseudonym, as Administrator of the Estate of JANE DOE**, its heirs, personal and legal representatives, successors and assigns of the Estate and/or Jane Doe (hereinafter referred to as “Plaintiff”), **MIDDLESEX COUNTY, NEW JERSEY** (hereinafter referred to as “County” or “Settling Defendant”), and **WARDEN OF THE MIDDLESEX COUNTY JAIL MARK J. CRANSTON; SHERIFF OF MIDDLESEX COUNTY MILDRED SCOTT; MIDDLESEX COUNTY DEPARTMENT OF CORRECTIONS (“MCDOC”) OFFICER JESSIE A. JIMENEZ; MCDOC SERGEANT TABITHA A. KNIGHT; MCDOC OFFICER DANIEL J. MARCINKO; MIDDLESEX COUNTY SHERIFF’S OFFICE (“MCSO”) INVESTIGATOR MAUREEN A. BOCKNACK; MCSO OFFICER DAWN R. BURCH; MCSO OFFICER MYESHA CARABALLO; MCSO OFFICER JEFFREY DOMINGUEZ; MCSO LIEUTENANT RANDY P. EINHORN; MCSO INVESTIGATOR SHARI EISENBERG; MCSO OFFICER JOSEPH F. JOHNSON; MCSO OFFICER MARGARET KOLTA; MCSO OFFICER ASHLEY KOPHAMEL; MCSO OFFICER JOSHUA PADILLA; MCSO OFFICER IVERINISSE RIVERA; MCSO SERGEANT EDWIN R. MATA; MCSO LIEUTENANT CHRISTOPHER E. NEDER**, (hereinafter collectively referred to as “Non-Settling Defendants”).

RECITALS

WHEREAS, Plaintiff asserted certain claims against Defendants arising out of claims resulting from **JANE DOE v. MIDDLESEX COUNTY, et al.**, filed in the District Court of New Jersey, civil action number 20-cv-8625-MAS-ZNQ, and later amended to **MARY DOE, a pseudonym, as Administrator of the Estate of JANE DOE v. MIDDLESEX COUNTY, et al.**, civil action number 20-cv-8625-ZNQ-DEA (hereinafter the “Complaint”);

WHEREAS, as a condition precedent to the execution of this Agreement, Plaintiff has agreed to voluntarily dismiss, with prejudice, all claims set forth in her lawsuit against Defendants WARDEN OF THE MIDDLESEX COUNTY JAIL MARK J. CRANSTON; SHERIFF OF MIDDLESEX COUNTY MILDRED SCOTT; MIDDLESEX COUNTY DEPARTMENT OF CORRECTIONS (“MCDOC”) OFFICER JESSIE A. JIMENEZ; MCDOC SERGEANT TABITHA A. KNIGHT; MCDOC OFFICER DANIEL J. MARCINKO; MIDDLESEX COUNTY SHERIFF’S OFFICE (“MCSO”) INVESTIGATOR MAUREEN A. BOCKNACK; MCSO OFFICER DAWN R. BURCH; MCSO OFFICER MYESHA CARABALLO; MCSO OFFICER JEFFREY DOMINGUEZ; MCSO LIEUTENANT RANDY P. EINHORN; MCSO INVESTIGATOR SHARI EISENBERG; MCSO OFFICER JOSEPH F. JOHNSON; MCSO OFFICER MARGARET KOLTA; MCSO OFFICER ASHLEY KOPHAMEL; MCSO OFFICER JOSHUA PADILLA; MCSO OFFICER IVERINISSE RIVERA; MCSO SERGEANT EDWIN R. MATA; MCSO LIEUTENANT CHRISTOPHER E. NEDER, their heirs, executors, administrators, successors and assigns (hereinafter referred to as the “Non-Settling Defendants); and

WHEREAS, the Plaintiff and the Settling Defendant MIDDLESEX COUNTY, have reached an agreement to fully and finally settle all claims between them, including those asserted in the lawsuit; and

WHEREAS, the Settling Defendant and Non-Settling Defendants do not admit liability or any wrongdoing of any kind with respect to any and all allegations in the lawsuit; and

WHEREAS, Plaintiff will voluntarily dismiss all claims in her lawsuit, with prejudice, as to the Non-Settling Defendants by executing and filing Voluntary Stipulations of Dismissal, with Prejudice, as to all claims against the Non-Settling Defendants. These voluntary Stipulations of Dismissal, executed by Plaintiff’s counsel, are attached as Exhibit D and shall be filed by counsel

after ten (10) days of the receipt by counsel for Plaintiff of the payment referred to herein.

NOW, IN CONSIDERATION of the payment to Plaintiff provided for by this Agreement, and other good and valuable consideration, and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. The Settling Defendant shall pay to Plaintiff, within thirty (30) days after delivery to counsel for the Settling Defendant an original of this executed Agreement and all required exhibits, duly executed by Plaintiff and her counsel, and duly acknowledged as required, the total sum of **\$750,000.00** (seven hundred fifty thousand dollars and zero cents). (representing \$493,891.75 in compensatory damages on account of alleged personal physical injury, and \$256,108.25 in attorneys' fees and costs), which shall be issued in a two checks. The first check, in the amount of \$493,891.75, will be made payable to "Emery Celli Brinckerhoff Abady Ward & Maazel LLP, as Attorneys for Mary Doe, As Administrator of the Estate of Jane Doe," for which an IRS Form 1099 will not issue. The second check, in the amount of \$256,108.25, will be made payable to "Emery Celli Brinckerhoff Abady Ward & Maazel LLP, as Attorneys for Mary Doe, As Administrator of the Estate of Jane Doe," for which an IRS Form 1099 will issue to Emery Celli Brinckerhoff Abady Ward & Maazel LLP, TIN #13-3939168, attn: Katherine Rosenfeld, Esq., for the amount of \$256,108.25. These two payments, totaling \$750,000, are in full and final satisfaction of any and all claims asserted in the lawsuit and in addition for claims known and unknown through the date of the execution of this Agreement by the Estate of Jane Doe, including but not limited to, claims for economic loss, lost wages, liens, medical billing, personal injuries, physical injuries, emotional distress, and violation of Constitutional Rights, as well as for attorney's fees, expenses and costs as set forth in the Complaint. Plaintiff has agreed to the designation of the payee as stated above and has authorized that the check be issued and be made payable as indicated, waives any claim for

improper payment, and has requested that both checks be delivered to Katherine Rosenfeld, Esq., at Emery Celli Brinckerhoff Abady Ward & Maazel LLP for distribution. In order to release the above-referenced checks, the County will require that vouchers be completed by Plaintiff's counsel. The County vouchers are attached hereto as **Exhibit A**.

2. The Settling Defendant agrees that Plaintiff raised claims for personal physical injury and that this payment is in compensation for those claims. The Settling Defendant makes no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff or their counsel which in any way arises out of, or is related to, said payments. Plaintiff and their counsel agree to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to in Paragraph 1 should it be determined that all or part of such payments constitute gross income within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff and their counsel further agree to (I) hold harmless the Settling Defendant against, and to indemnify the Settling Defendant for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against the Settling Defendant, arising out of, or relating to Settling Defendant's failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, and (II) reimburse the Settling Defendant for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency. The parties further agree that Settling Defendant will give Plaintiff or their counsel notice of any such claim, and Plaintiff or their counsel will cooperate with Settling Defendant in the defense of such claim. In any action commenced by Settling Defendant

against Plaintiff or their counsel to enforce the provisions of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

3. By executing this Agreement, Plaintiff certifies that they have complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as their attorney provides the Settling Defendant's counsel with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that original plaintiff, Jane Doe, is not a child support judgment debtor. A copy of the Charles Jones Report shall be attached hereto by Plaintiff's counsel as **Exhibit B**. Should the Charles Jones Report establish that child support from original plaintiff, Jane Doe, is due and owing, Plaintiff must pay the balance owed.

4. Plaintiff acknowledges that all claims for economic expenses, wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement. By executing this agreement, Plaintiff certifies that she is complying with the requirements of 42 U.S.C. §1395y, et seq and 42 C.F.R. §411.24, et seq. Plaintiff represents that they have not utilized Medicare/Medicaid for any injuries or damages associated with this matter and therefore there are no such liens to be satisfied. Plaintiff agrees to (I) hold harmless Settling Defendant against, and to indemnify Settling Defendant for, any and all losses and/or damages arising from claims relating to Medicare/Medicaid brought by any governmental agency (whether federal, state or local), which may be made against Settling Defendant arising out of, or relating to, Settling Defendant's failure to withhold any portion of the payment to Plaintiff for medical lien purposes, or for any other purpose, and (II) reimburse Settling Defendant for any resulting payments, including without limitation, all penalties and interest payable to any

governmental agency.

5. The parties further agree that, simultaneously with the execution of this Agreement, Plaintiff's counsel shall supply to counsel for the Settling Defendant, a voluntarily signed Stipulation of Dismissal with Prejudice dismissing all claims versus the Settling Defendant in the lawsuit. The parties further agree that after ten (10) days of the receipt by counsel for Plaintiff of the payment referred to herein, a Stipulation of Dismissal with Prejudice as to claims against the Settling Defendant may be filed with the District Court of New Jersey. Plaintiff and Settling Defendant agree on the form of the Stipulation of Dismissal of the Complaint, with Prejudice, which is attached hereto as **Exhibit C**.

6. The parties further agree that, simultaneous with the execution of this Agreement, Plaintiff's counsel will provide to counsel for the Settling Defendant, signed Voluntary Stipulations of Dismissal, with Prejudice, voluntarily dismissing all claims against the Non-Settling Defendants in this lawsuit. Counsel for Settling Defendant may release these Stipulations of Dismissal to the attorneys for the Non-Settling Defendants at any time after counsel for Plaintiff provides written confirmation of receipt of the settlement payments. Within two business days of receipt of the settlement check, counsel for Plaintiff shall either provide written confirmation of receipt of payment or identify any issues regarding same. The Non-Settling Defendants may file these executed voluntary Stipulations of Dismissal at any time after receipt of same. Plaintiff and the Non-Settling Defendants agree on the forms of the Voluntary Stipulations of Dismissal of the Complaint, with Prejudice, which are attached hereto as **Exhibit D**.

7. It is specifically understood and agreed that the amount paid under this Release and Agreement includes all attorneys' fees and costs to which Plaintiff and/or their attorney(s) may be entitled and the settlement sum is specifically intended to be inclusive of all attorneys' fees and

costs. Plaintiff understands that by executing this Agreement and Release, they release and waive any claim and/or right to attorneys' fees and expenses in connection with the Complaint. Neither Plaintiff, nor the law firms of Gibbons P.C. and/or Emery, Celli, Brinckerhoff & Abady, LLP, or any other Law Firm, or anyone acting on Plaintiff's behalf, shall make an application for additional monies in addition to the amount set forth in Paragraph 1, as those amounts are included in the total payment being made herein.

8. Plaintiff hereby releases and forever discharges the Settling Defendant, its officers, directors, agents, attorneys, employees, former employees, representatives, insurers and reinsurers and all of its successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which the Estate of Jane Doe has, may have, or claims to have against any of them for everything that has occurred up to the date of the signing of this Agreement. Plaintiff acknowledges that this is a General Release and includes, but is not limited to, claims set forth in the Complaint (including improper restraint, failure to intervene, right of access, excessive force, deliberate indifference to serious medical needs, substantive due process, Monell claims, and violations of the New Jersey Constitution, Article 1, paragraphs 1, 7 and 12), claims arising under federal, state, and local laws including but not limited to, claims for negligence, intentional or negligent infliction of emotional distress and/or mental anguish, conspiracy, assault and battery, false arrest, false imprisonment, violations of the United States Constitution and statutes, violations of the New Jersey Constitution and statutes, harassment, discrimination, excessive force, failure to intervene, unlawful seizure, malicious prosecution, abuse of process, untruthfulness, failure to act, failure to train, failure to discipline, failure to supervise, unlawful or insufficient policies, customs and/or practices, retaliation, personal injury, humiliation, pain and suffering, public policy violations, emotional distress, invasion of privacy, defamation, intentional acts, property damage claims, claims

for economic damages, claims for attorney's fees, expenses and costs, claims for physical, mental, emotional and psychological injuries, damage to reputation, or any other form of compensatory damages, claims for prospective injunctive relief, claims for equitable relief, punitive damages and any and all other claims however denominated regardless of legal theory or operative facts. Plaintiff, as Administrator of the Estate of Jane Doe, and the Settling Defendant, and their respective counsel, shall not bring any action in the District Court of New Jersey, Superior Court of New Jersey, or in any other forum for any attorneys' fees or litigation expenses and costs against each other. This provision fully and finally waives and extinguishes the right of Plaintiff and Plaintiff's counsel to recovery of attorneys' fees or litigation expenses and costs against the Settling Defendant, and fully and finally waives and extinguishes the right of the Settling Defendant, and its respective counsel, to recovery of attorneys' fees or litigation expenses and costs against Plaintiff.

9. Plaintiff further covenants and promises that they will not hereafter file, or cause to be filed on their behalf, any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against the Settling Defendant and Non-Settling Defendants named in the lawsuit, for anything that has occurred up to and including the date that this Agreement was executed.

10. Plaintiff understands that by signing this Agreement, they waive, relinquish and forever discharge from any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or unknown, against Settling Defendant up to any including the date of the final execution of this Agreement.

11. This Agreement does not constitute and shall in no manner be construed as an admission of any wrongdoing or liability on the part of the Settling Defendant and the Non-Settling

Defendants, or as an admission by the Settling Defendant and the Non-Settling Defendants of the validity of any of the Plaintiff's allegations as contained in the Complaint and/or as supplemented during the course of discovery. All Defendants continue to maintain the validity of the denials and affirmative defenses set forth in their respective Answers to the Complaint.

12. Plaintiff represents that they have not assigned to any third party, any claim that they have, may have or believe they have or may have against all Defendants. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and Release and further that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in the Agreement to any third party any claim that they have, may have or believe they have or may have against the Settling Defendant. Plaintiff further represents that they have no other charge, claim or complaint of any kind pending against the Settling Defendant and they further covenant and represent that they will not file or cause to be filed any charge, claim or complaint of any kind against the Settling Defendant seeking recovery, sanctions, or injunctive relief, with respect to any matter in any way arising out of or relating to Plaintiff's involvement with the Defendants prior to the date that this Release and Settlement Agreement has been executed or any matter or incident relating to the subject matter of the Complaint.

13. Plaintiff, whose signature appears below, agrees that all settlement negotiations, including any statement made or document prepared by any party or attorney for the negotiations are privileged and shall not be disclosed in any subsequent proceeding or document, or construed for any purpose as an admission against interest. The phrase "Document prepared by any party or attorney for the negotiations" shall not be deemed to apply to any settlement agreement that may

result from the negotiations between the parties.

14. Mary Doe agrees that she will not voluntarily assist in any claim or litigation concerning alleged Civil Rights violations by the Defendants which occurred prior to the date of the signing of this Agreement, whether these claims are currently in litigation or filed in the future. The parties hereto acknowledge that Mary Doe may be compelled to testify in litigation by court order or process. This paragraph is only applicable to Mary Doe as an individual, not her legal counsel or any other representative or agent.

15. In the event either party breaches the terms or provisions set forth in the preceding paragraphs, the other party shall be entitled to bring an action for breach of this Agreement. If either party seeks to rescind this Agreement as a result of a breach, the other will be entitled to be restored to the status quo ante.

16. By executing this Agreement, Plaintiff represents and acknowledges that they do not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by Settling Defendant, or its counsel, with regard to the subject matter, basis, or effect of this Agreement or otherwise. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties.

17. This Settlement Agreement and Release shall be binding and inure to the benefit of the Plaintiff and the Settling Defendant.

18. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

19. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any

provisions hereof.

20. The signature of the Plaintiff below indicates they have had an opportunity to review this Agreement with counsel, that they have read and understood the provisions, and they have executed it voluntarily with full knowledge of the significance of all provisions.

21. To maintain public anonymity, Plaintiff also agrees to sign a certification page with her real name which will be marked “Confidential” (“Confidential Certification Page”) and held by the Settling Defendant separate from the Settlement Agreement and Release, which may be discoverable under OPRA. Any documents related to this case that are produced by the Settling Defendant pursuant to OPRA will be redacted sufficiently to maintain the anonymity of Jane Doe and Mary Doe. The Confidential Certification Page will be attached to a copy of the Court’s Opinion and Order allowing the original plaintiff, Jane Doe, to proceed under a pseudonym (Document 63, filed January 14, 2021), the Court’s Order allowing substitution of Plaintiff, as Administrator of the Estate of Jane Doe, to also proceed under a pseudonym (Document 95, filed April 5, 2022), and the discovery confidentiality order allowing parties to mark documents as “confidential” (Document 65, filed January 27, 2021), and only a single copy will be maintained in the Settling Defendants’ files with all such attachments. The Settling Defendant will not produce or release a copy of the Confidential Certification Page without being compelled by court order.

22. Counsel of record, all of whose signatures appear below, represent and warrant that they have reviewed this Settlement Agreement and Release with their respective clients. The Plaintiff has been advised by their counsel to execute the Agreement and Release.

23. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original.

24. It is understood and agreed that all confidential materials, including but not limited to Internal Affairs Files, training records, personnel files, training materials and all documents marked or bates stamped as “Confidential” of Defendant MIDDLESEX COUNTY produced in discovery, whether pursuant to a Protective Order of the Court or by the Defendant MIDDLESEX COUNTY or the Non-Settling Defendants voluntarily, shall be returned, without copies being made or retained by Plaintiff’s counsel, experts, clients or any other persons or entities that have received these documents as a result of this litigation, forthwith to counsel for Defendant MIDDLESEX COUNTY, contemporaneously with the delivery of the executed Release and Settlement Agreement. In the alternative to returning all documents, Plaintiff’s counsel may execute a certification of destruction, attached as **Exhibit E**.

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COUNSEL:

GIBBONS, P.C.



Lawrence Lustberg, Esq.
Counsel for Plaintiff

EMERY, CELLI, BRINCKERHOFF
ABADY WARD & MAAZEL



Katherine Rosenfeld, Esq.
Andrew Jondahl, Esq.
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