

SETTLEMENT AGREEMENT and RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is made this 25th day of September 2018, by and between the Plaintiffs in this Lawsuit, Azariah Lazar, Luis Borrero, Hector Amengual, Sean Pershing, Jonathan Rodriguez, Terrence Edwards, Damani Harris and Patrick O'Dwyer, their heirs, representatives, successors and assigns (hereinafter collectively referred to as "Plaintiffs" or "Releasers") and the Defendant in this Lawsuit, County of Middlesex, its present and former affiliates, elected and appointed officials, directors, officers, agents, attorneys, employees, former employees, volunteer employees, representatives, insurers and reinsurers and all their successors and assigns (hereinafter collectively referred to as "Defendant" or "Releasee").

Whereas Plaintiffs assert claims against Defendant as more fully set forth in a lawsuit entitled C-Pod Inmates of Middlesex County Adult Correction Center, Azariah Lazar, Luis Borrero, Hector Amengual, Sean Pershing, Tyson Ratliff, Jonathan Rodriguez, Terrence Edwards, Damani Harris, and Patrick O'Dwyer v. Middlesex County, in the United States District Court, District of New Jersey under Docket No. 3:15-cv-7920 (PGS)(TJB) (herein referred to as the "Lawsuit" or "Complaint"); and

Whereas Plaintiff Tyson Ratliff's claims have been dismissed with prejudice by the Court (see Docket Entry No. 45); and

Whereas Defendant denies any liability with respect to all matters asserted by Plaintiffs; and

Whereas the Plaintiffs and Defendant now wish fully and finally to compromise and settle the Lawsuit to avoid further burden, expense, hardship, inconvenience and distraction of further litigation and/or appeal between them; and

Whereas the Plaintiffs and Defendant hereto have reached a settlement agreement to fully and finally resolve all claims Plaintiffs raised in the Lawsuit, including all claims for declaratory and injunctive relief, as well as attorney fees and costs, up to and including the date of the final execution of this Agreement and Release; and

Now, in consideration of the good and valuable terms provided for by this Agreement, and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

Definitions:

- a. The term "C-Pod Unit" refers to the location where Defendant houses its administrative segregation and disciplinary detention units. The term has been used as shorthand by the parties to refer to the administrative segregation and disciplinary detention units. The terms of this Settlement Agreement relate to all

administrative segregation and disciplinary detention units, regardless of where they are located within Middlesex County Adult Correction Center ("MCACC").

- b. The effective date of this settlement Agreement is the last date of a signatory of this Agreement.

Precautionary Supervision Unit. For the duration of this Settlement Agreement and Release, the Defendant shall continue to operate the Precautionary Supervision Unit ("PSU") in a manner that provides inmates with at least:

- a. 28 hours per week out of lock time, security permitting. Out of lock time will not be adjusted due to facility lockdown; the schedule will be followed.
- b. Inmates will be handcuffed and escorted at all times while outside the housing unit (with the exception of recreation).
- c. Recreation time, according to a schedule set by the Operations Captain, Warden, or other MCACC personnel. During recreation movement from PSU to either the outside yard or the gymnasium, the following standards shall apply for movement both to and from:
 - (1) All movement in the back hallway will be stopped between Lower C and the recreation area being utilized;
 - (2) Radio transmissions will held for the duration of the move;
 - (3) No handcuffing will be necessary.
- d. Inmates will be grouped together by the classification committee and that will dictate who comes out together during this initial period.
- e. Under normal daily operations, inmates will not be handcuffed during window and wall inspections, but inmates will still need to be removed prior to an officer entering a cell.
- f. Hatches will remain closed at all times except during meals.

Defendant will provide Plaintiffs' Counsel with copies of any revised PSU directives that have been instituted. Plaintiffs' Counsel thereafter will have 14 days to object or otherwise comment on the revised directive that has been instituted.

Access to Programming. Defendant shall permit in unit programming on an ad hoc basis. Law library services will continue to be provided out of unit, at the library, twice per month.

Disciplinary Detention. As required by NJAC 10A:31-17.2, Defendant will house inmates in disciplinary detention only for a period not to exceed 15 days as a result of a single disciplinary charge, and a period not to exceed 30 days as a result of multiple disciplinary charges.

Mental Health Screening. Defendant has implemented a Mental Health Screening policy that gives the Director of Mental Health or his designee the authority to remove or prevent an inmate from being sent to disciplinary detention or administrative segregation if, in the discretion of the Director of Mental Health, such a placement is inappropriate. Inmates for whom such

placement is inappropriate will remain on psych watch in medical or such location as designated by the Mental Health Professional.

Attorney Access. Plaintiffs' counsel, and paralegals and law students working directly with them, shall have reasonable access to jail records and the jail facility, only as described herein.

- a. Twice per year, an "attorney visit" will be permitted which means an escorted walk-through of the MCACC that includes full access to: the administrative segregation and disciplinary detention units, PSU, areas used for programming and recreation, areas used for medical and mental health treatment (including suicide watch). The attorney visit will also include access to a conference room for at least three hours for Plaintiffs' counsel. Plaintiffs may bring experts at their own expense on the attorney visits.
- b. Upon 14 days' notice, the MCACC will advise dates of availability for the attorney visit.

Document Review. Two times per year, Defendant shall make the following information available upon request by Plaintiffs. Plaintiffs' requests for the following will be limited to a period not to exceed six (6) months:

- a. All policies in effect at MCACC regarding Administrative Segregation, Protective Custody, Disciplinary Detention and PSU and any attendant policies related to such classification.
- b. With a properly executed Authorization by the subject inmate, Use of Force Reports.
- c. Disciplinary Detention and Administrative Segregation counts by day.
- d. With a properly executed HIPAA Authorization by the subject inmate, medical and/or mental health records.
- e. With a properly executed HIPAA Authorization by the subject inmate, any report associated with the in-house medical quality review conducted at MCACC related to Disciplinary Detention and/or Administrative Segregation.
- f. MCACC's contracts with all medical providers.
- g. Concurrent with the anticipated deployment of a new jail management software system, a look-up will be available by individual as to incarceration status.
- h. With a properly executed HIPAA and/or other necessary Authorization by the subject inmate, all inmate grievances/grievance decisions related to C-Pod.

Review of these documents will be conducted according and subject to the Confidentiality and Protective Order that has been entered into by the parties (see Docket Entry No. 23), attached hereto as Exhibit A. The parties understand and agree that said Order will remain in effect for the duration of the two-year term of agreement and any extension thereto.

At the conclusion of the two-year term of agreement, Plaintiffs shall give written notice

to counsel for Defendant certifying that all Confidential Material and information has been destroyed, as set forth in Paragraph 12 of the Confidentiality and Protective Order.

Notice. The relevant terms of this agreement will be incorporated into the inmate handbook which is disseminated to all inmates upon admission.

Private Settlement Agreement. This Agreement is a private settlement agreement within the meaning of 18 U.S.C. § 3626, the Prison Litigation Reform Act, and shall not be deemed to grant "prospective relief" within the meaning of said Act. Nor shall this Agreement be deemed to constitute a consent decree or an adjudication on the merits.

Stipulation of Dismissal. The parties shall simultaneously herewith execute and deliver a Consent Stipulation of Dismissal of the Lawsuit with prejudice in the form attached hereto as Exhibit B, with respect to this action. The parties agree that after the Court orders said Stipulation of Dismissal, the Court shall have only the jurisdiction and authority specified in the following paragraph on Enforcement.

Enforcement. Any alleged non-compliance by Defendant that is claimed by Plaintiffs will be brought in writing by Plaintiffs' Counsel to Defendant's Counsel. In the event of any reported alleged non-compliance by Defendant with a material provision of this Agreement, counsel to the parties shall meet and confer in an effort to resolve the reported alleged non-compliance within 30 days of receipt of written notice of the reported alleged non-compliance. In the event of claimed non-compliance with a material provision of this Agreement and a failure to achieve a resolution of the issue within 60 days of the meet and confer, either side may seek mediation by the Court. If such mediation fails to achieve a resolution, Plaintiffs may move before the Court for reinstatement of the lawsuit or ask the Court to recommend a one-time one-year extension of the duration of this Agreement. Should the Court recommend that this Agreement be extended for one additional year, the parties agree to be bound by that recommendation. In the event of alleged non-compliance, Plaintiffs may also elect to proceed in state court and seek specific performance of the terms of this Agreement. Defendant reserves the right to all defenses to such proceeding in state court.

Attorney Fees and Costs. Defendant agrees to pay the total sum of \$11,123.00 (Eleven Thousand One Hundred and Twenty-Three dollars) as attorney fees and costs in full and final settlement thereof. It is specifically understood and agreed that the amount paid under this Settlement Agreement and Release specifically includes all attorneys' fees and costs to which Plaintiffs and/or their attorneys may be entitled to arising out of this matter and the sum is specifically intended to be inclusive of all attorneys' fees and costs. Plaintiffs understand that by executing this Settlement Agreement and Release, they release and waive any additional claim and/or right to attorneys' fees and expenses in connection with the Complaint. Neither Plaintiffs, nor their attorneys, nor anyone acting on their behalf, shall make an application for additional monies in addition to the amount set forth in this paragraph.

Term of Agreement. This agreement shall be in effect for two years from the date the agreement is executed by the parties and shall be enforceable during that period according to the above terms, notwithstanding the Stipulation of Dismissal executed herewith.

Release. Plaintiffs hereby release and forever discharge Defendant, its present and former affiliates, elected and appointed officials, directors, agents, attorneys, employees, former employees, volunteer employees, representatives, insurers and reinsurers, third-party administrators and all of their successors and assigns, from any and all actions for the legal claims at issue in the Lawsuit, up to the date of the signing of this Agreement. Plaintiffs acknowledge that this is a Release of all claims in the Lawsuit and all claims set forth in the Complaint, including claims for attorney's fees, expenses and costs. Plaintiffs further release any and all rights they may have to seek discovery on the claims in the Lawsuit. Plaintiffs hereby release and forever discharge Defendant from any and all claims for attorney's fees which they may have against Defendant, its heirs, executors, administrators, successors and/or assigns, arising out of this Lawsuit.

Plaintiffs further covenant and promise 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 any of the persons or entities released herein, for the claims in the Lawsuit, except as may be necessary to enforce this Agreement.

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 County of Middlesex or as an admission by the County of Middlesex of the validity of any of the Plaintiffs' allegations as contained in their Complaint and/or as supplemented during the course of discovery. Defendant continues to maintain the validity of the denials and affirmative defenses set forth in its Answer to the Complaint.

Plaintiffs represent that they have not assigned to any third party any claim in the Lawsuit. Plaintiffs represent and warrant 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 that Plaintiffs have not sold, assigned, transferred, and/or conveyed to any third party, and/or otherwise disposed of, any of the claims, demands, obligations, or causes of actions at issue in the Lawsuit. Plaintiffs further represent that they will not file or cause to be filed any charge, claim or complaint of any kind against the Defendant seeking recovery, sanctions, or injunctive relief, with respect to the claims in the Lawsuit.

Plaintiffs agree that they will not voluntarily assist in any claim or litigation which may be pending or filed in the future against Defendant concerning any claims in the Lawsuit. The parties hereto acknowledge that Plaintiffs may be compelled to testify in litigation by court order or process.

Plaintiffs' counsel have agreed that, at the time of the execution of this Release, there is no intention to initiate a new lawsuit related to, or to continue with the prosecution of, the claims

in the Complaint against Defendant, their present and former affiliates, elected and appointed officials, directors, agents, attorneys, employees, former employees, volunteer employees, representatives, insurers and reinsurers, third-party administrators and all of their successors and assigns.

By executing this Agreement, Plaintiffs represent and acknowledge that they do not rely, and have not relied upon, any representation or statement not set forth in this Agreement made by 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.

This Settlement Agreement and Release shall be binding and inure to the benefit of the Plaintiffs, including successors, assigns, heirs, executors and personal and legal representatives, the County of Middlesex, as well as the successors and assigns of the County of Middlesex, its Departments, and its present and former elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives and employees.

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

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.

The signatures of the parties below indicate they have had an opportunity to review this Agreement with their attorneys, that they have read and understood the provisions and that they have executed it voluntarily with full knowledge of the significance of all its terms and provisions.

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 Plaintiffs have been advised by their counsel to execute the Agreement and Release.

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

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement.

STATEMENT BY PLAINTIFF, AZARIAH LAZAR, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: April 19, 2018

By:


AZARIAH LAZAR

STATE OF NEW JERSEY:

COUNTY OF Middlesex:

I CERTIFY that on April 19, 2018, AZARIAH LAZAR, personally came before me and acknowledged under oath, to my satisfaction, that he:

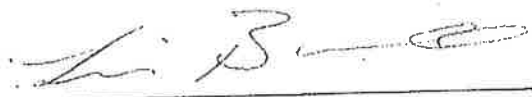
- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.



STATEMENT BY PLAINTIFF, LUIS BORRERO, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: 6-15, 2018

By: 

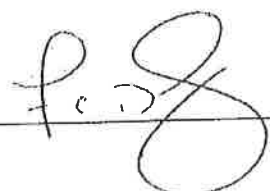
LUIS BORRERO

Pennsylvania
STATE OF NEW JERSEY

COUNTY OF Wayne:

I CERTIFY that on June 15, 2018, LUIS BORRERO, personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.



STATEMENT BY PLAINTIFF, HECTOR AMENGUAL, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: Apr. 6, 2018

By: 
HECTOR AMENGUAL

STATE OF NEW JERSEY :

COUNTY OF Cumberland :

I CERTIFY that on April 6, 2018, HECTOR AMENGUAL, personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.



STATEMENT BY PLAINTIFF, SEAN PERSING, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: 4/19, 2018

By:

SEAN PERSING

STATE OF NEW JERSEY :

COUNTY OF Middlesex :

I CERTIFY that on John P. McMahon^{APRIL 19}, 2018, SEAN PERSING, personally

came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.

John P. McMahon

STATEMENT BY PLAINTIFF, JONATHAN RODRIGUEZ, WHO IS SIGNING
BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: 4. 9, 2018

By:


JONATHAN RODRIGUEZ

STATE OF NEW JERSEY ;

COUNTY OF Mercer :

I CERTIFY that on April 9, 2018, JONATHAN RODRIGUEZ, personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.

STATEMENT BY PLAINTIFF, TERRENCE EDWARDS, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: 4/6/18, 2018

By: _____

TERRENCE EDWARDS

STATE OF NEW JERSEY,

COUNTY OF Middlesex

I CERTIFY that on April 6th, 2018, TERRENCE EDWARDS,

personally came before me and acknowledged under oath, to my satisfaction, that he:

(a) is named in and personally signed this document; and

(b) signed, sealed, and delivered this document as their act and deed.

STATEMENT BY PLAINTIFF, DAMANI HARRIS, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: 4-6-18, 2018

By: Damani Harris
DAMANI HARRIS

STATE OF NEW JERSEY :

COUNTY OF Cumberland :

I CERTIFY that on April 6, 2018, DAMANI HARRIS,
personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.

P.S.

STATEMENT BY PLAINTIFF, PATRICK O'DWYER, WHO IS SIGNING BELOW:

THIS DEFENDANT HAS ADVISED ME IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THE AGREEMENT AND HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH MY PERSONAL TAX, FINANCIAL AND LEGAL ADVISORS PRIOR TO EXECUTING THIS DOCUMENT AND I UNDERSTAND MY RIGHTS UNDER THIS AGREEMENT AND I INTEND TO BE LEGALLY BOUND BY ITS TERMS. I EXECUTE THIS AGREEMENT IN A KNOWING, AND VOLUNTARY MANNER WITH THE FULL KNOWLEDGE THAT I AM WAIVING ANY AND ALL RIGHTS OR CLAIMS I MAY HAVE TO LATER CHALLENGE THE SUFFICIENCY, SCOPE OR TERMS OF THE AGREEMENT AND HAVE DONE SO AFTER CONSULTATION WITH MY ATTORNEY(S).

Dated: March 28th, 2018

By: Patrick O'Dwyer
PATRICK O'DWYER

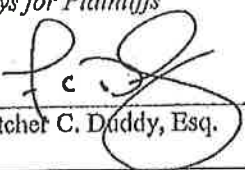
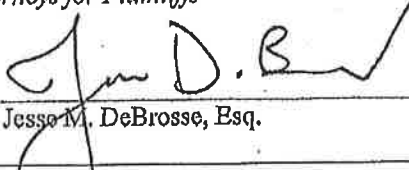
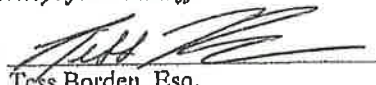
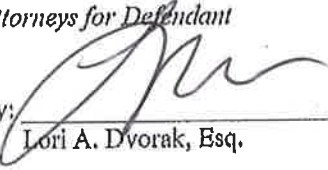
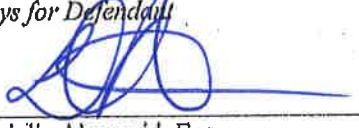
STATE OF NEW JERSEY :

COUNTY OF Mid Sussex :

I CERTIFY that on March 28, 2018, PATRICK O'DWYER, personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as their act and deed.

[Signature]

New Jersey Office of the Public Defender <i>Attorneys for Plaintiffs</i> By:  Fletcher C. Daddy, Esq.	New Jersey Office of the Public Defender <i>Attorneys for Plaintiffs</i> By:  Jesse M. DeBrosse, Esq.
American Civil Liberties Union of New Jersey <i>Attorneys for Plaintiffs</i> By:  Jeanne LoCicero, Esq.	American Civil Liberties Union of New Jersey <i>Attorneys for Plaintiffs</i> By:  Alexander Shalom, Esq.
American Civil Liberties Union of New Jersey <i>Attorneys for Plaintiffs</i> By:  Tess Borden, Esq.	
Dvorak and Associates, LLC <i>Attorneys for Defendant</i> By:  Lori A. Dvorak, Esq.	Dvorak and Associates, LLC <i>Attorneys for Defendant</i> By:  Danielle Abouzeid, Esq.