

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is executed on the dates given on the signature pages by and between Long Hill Township ("Long Hill" or "Township") and Ahmed Naga ("Naga"), collectively referred to as the "Parties."

WHEREAS, Naga is employed by Long Hill Township as Chief of Police; and

WHEREAS, on or about September 28, 2022, Naga filed a Notice of Tort Claim alleging various claims against the Township; and

WHEREAS, at or about the same time the Township discovered various irregularities and improprieties involving Naga and his management of the Police Department; and

WHEREAS, Naga, having achieved twenty (20) years of service in the Police and Firemen's Retirement System, has tendered his letter of retirement from the Township, separating him from his employment with the Township effective February 8, 2023 (the "Separation Date") as set forth in Exhibit A; and

WHEREAS, in order to avoid the expense, inconvenience and uncertainty of litigation, the Parties have entered into this Agreement to settle and resolve, completely and finally, their disputes without either Party admitting any liability to the other Party.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Separation of Employment

1. The Parties acknowledge and agree that Naga has been separated from his employment with the Township as of the Separation Date specified herein. The Parties agree that, following the Separation Date, neither party (nor any affiliates thereof) shall have any liabilities, rights, duties or obligations to the other party under or in connection with Naga's employment with the Township, except as provided in this Agreement. The Township agrees that it shall submit any/all documentation to the New Jersey Division of Pensions and Benefits ("Division") regarding Naga's Certification of Service and final salary when requested to do so by the Division.

No Other Claims

2. Naga represents there are no pending lawsuits, charges or other claims of any nature whatsoever by him against Long Hill Township in any state or federal court, agency or other administrative body, other than this Litigation. Long Hill Township likewise represents there are no pending lawsuits, charges or other claims of any nature whatsoever by them against Naga in any state or federal court, agency or other administrative body, including any disciplinary actions and/or Internal Affairs complaints or investigations.

Consideration

3. In exchange for the promises, releases and other terms herein, the Township shall pay the total amount of Six Hundred Thousand Dollars (\$600,000.00) ("Settlement Amount") inclusive of attorneys' fees and costs, (allocated as \$400,000.00 to Naga and \$200,000.00 to The Toscano Law Firm, LLC, as and for statutory attorney fees), which settlement check(s) shall be payable to the Toscano Law Firm Trust Account c/o Ahmed Naga, within thirty (30) days of Township counsel's receipt of a copy of this executed Agreement, and after the expiration of the seven (7) day revocation period set forth in Paragraph 5 of this Agreement.

- a. Any and all payment is contingent upon the Township's verification of a clear child support judgment search and the receipt of W9s for Naga and his counsel.
- b. The Parties acknowledge that any and all payment is subject to the approval of the Township's governing body.

4. The Parties agree that the Settlement Amount provided herein represents the full and complete amount to be paid in connection with this matter. The Parties agree that the Settlement Amount is for all of the claimed damages, including, any claims Naga has alleged for physical pain and suffering, all attorneys' fees, litigation costs and/or expenses incurred by the Parties, with respect to this litigation, and any and all other claims, crossclaims and/or counterclaims which the Parties could have asserted against one another during the course of this Action. Naga expressly acknowledges and affirms that, as of the Effective Date of this Agreement, he has received all compensation owed and reimbursements for all expenses incurred on the Township's behalf.

General Release

5. Except for the September 28, 2022 Notice of Tort Claim ("Notice") filed with the Township, Naga represents that he has not filed any other notices, charges, complaints or claims of any kind against the Township, its officials, officers, employees, agents or representatives (the "Released Parties") in any court and will not in the future. In exchange for the above consideration, and terms set forth herein, Naga, his heirs and assigns hereby irrevocably and unconditionally waive, release and forever discharge, to the fullest extent permitted by law, any and all Claims (as defined below) that Naga may have against the Township or any of the other Released Parties, arising on or prior to the date of Naga's execution of this Agreement. "Claims" means any and all actions, charges, complaints, controversies, demands, causes of action, suits, rights, and/or claims whatsoever for debts, sums of money, wages, severance pay, bonuses, fees and costs, attorneys' fees, losses, penalties, damages (including damages for pain and suffering and emotional harm) or relief of any kind, including those arising, directly or indirectly, out of (a) any promise, agreement, offer letter, contract, or understanding, (b) common or tort law, or (c) the laws, statutes, and/or regulations of the State of New Jersey, any other state, any local entity, or the United States, including, but not limited to, federal and state wage and hour laws (to the extent waivable), federal and state whistleblower laws, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family and

Medical Leave Act, the Employee Retirement Income Security Act (excluding future COBRA rights), the Fair Credit Reporting Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers' Benefit Protection Act ("OWBPA"), the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the Federal False Claims Act, the New Jersey Law Against Discrimination, the New Jersey Discrimination in Wages Law, the New Jersey Temporary Disability Benefits and Family Leave Insurance Law, the New Jersey Family Leave Act, the New Jersey Civil Rights Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Wage Payment Act, the New Jersey Equal Pay Law, the New Jersey Occupational Safety and Health Law, the New Jersey Civil Union Act, the New Jersey Smoking Law, the New Jersey False Claims Act, the New Jersey Emergency Responder Leave Law, the New Jersey Earned Sick Leave Law, and the retaliation provisions of the New Jersey Workers' Compensation Law, as each may be amended from time to time, whether arising directly or indirectly from any act or omission, whether intentional or unintentional. This Section releases all Claims arising up through the date of Naga's execution of this Agreement, including those of which Naga is not aware and those not mentioned in this Agreement, as well as all Claims arising out of Naga's employment and/or the termination of that employment. Naga expressly acknowledges and agrees that, subject to rights provided by this Agreement, by entering into this Agreement, Naga is releasing and waiving any and all rights or claims that have arisen on or before the date of Naga's execution of this Agreement.

6. Naga understands and acknowledges that this Agreement includes a voluntary waiver and release of his rights and claims under the ADEA and pursuant to the OWBPA. Naga acknowledges that he has been advised to consult with legal counsel prior to signing this Agreement and further acknowledges that he has had sufficient opportunity to do so. Naga understands that he has up to twenty-one (21) days from the date of receipt of this Agreement to review and consider same, although he may sign and return it sooner. Naga understands that once he signs this Agreement, he has seven (7) days to revoke it, if he so chooses. Naga may revoke this Agreement by delivering a written notice of revocation to Long Hill Township, c/o Kathryn V. Hatfield, Esq., Hatfield Schwartz Law Group, 240 Cedar Knolls Road, Suite 303, Cedar Knolls, New Jersey 07927. Naga understands that this Agreement will not become effective until the eighth day after Naga signs the Agreement without revocation (the "Effective Date"). In the event Naga revokes this Agreement during the revocation period, the Agreement becomes null and void, and the Township has no obligation to provide Naga with the Severance Payment and/or other consideration referenced in this Agreement.

7. Naga has not been identified as a Medicare recipient and Naga hereby expressly represents and warrants that Medicare has not made any payments to or on Naga's behalf as a result of or in any way related to the injuries alleged by Naga in the Notice.

8. Naga acknowledges, however, that if he received or receives benefits that have or may have been paid, or are paid, by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Naga agrees to defend, indemnify, protect and hold harmless the Township and insurers from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or

federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to Naga for the injury/injuries alleged in the Notice.

Tax Implications & Indemnification

9. Naga assumes all responsibilities and liabilities for any and all taxes, including penalties, interest and fines that may be imposed by any taxing authorities on any portion of the Settlement Amount. Naga agrees to release, hold harmless and indemnify the Township from all responsibilities and liabilities for any taxes, including fines, penalties and interest, that may be imposed on Naga by any taxing authority on any portion of the Settlement Amount. In no circumstances will the Township have any responsibilities or liabilities for any taxes that may be imposed on Naga as a result of the Settlement Amount. All such responsibilities and liabilities rest solely with Naga.

Future Employment

10. Naga understands and agrees that the Township is not obligated to re-employ him at any future date, and he agrees not to seek employment with the Township in the future.

11. In response to inquiries from prospective employers, the Township will limit their responses to the dates of Naga's employment, his job title, and his job responsibilities. Nothing herein shall be deemed to limit the Township's obligation to respond fully and accurately to any and all inquiries from State agencies, or as otherwise required by law.

Confidentiality

12. The Parties agree to keep the existence and substance of this Agreement, and the sums of money paid pursuant to this Agreement, strictly confidential to the fullest extent permitted by law. The Parties agree that this is a material term of this Release.

13. Naga understands and acknowledges that, during the course of his employment with the Township, he had access to and learned about confidential and proprietary documents, materials, data, and other information, of and relating to the Township and its employees, agents, officers, representatives and affiliates. For purposes of this Agreement, confidential and proprietary documents, material, data, and other information includes, but is not limited to, all information not available to the public, in any form, relating to processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, agreements, contracts, transactions, and potential transactions. Naga understands and agrees that he has not and will not directly or indirectly disclose, publish, communicate, or make available any such confidential information and is not permitted to any further access or use of such information.

14. If subpoenaed for any litigation or administrative action, Naga will provide notice to special counsel within five (5) days of receipt of a subpoena by sending such notice via electronic or U.S. mail, addressed to:

Kathryn V. Hatfield, Esq.
khatfield@hatfieldschwartzlaw.com
Hatfield Schwartz Law Group, LLC
240 Cedar Knolls Road, Suite 303
Cedar Knolls, New Jersey 07927

Non-Admission of Liability

15. The Parties agree that this Agreement does not amount to any admission of liability or any wrongdoing of any kind by the Township, its present or former employees, agents, officers or representatives. All Parties fully understand that they are resolving this matter in the interests of reasonable business judgment and at the recommendation of all legal counsel.

Non-Disparagement

16. Naga and the Township agree that they will not, directly or indirectly, in public or private, make any oral or written (including, but not limited to, by electronic means) statements or comments which, in fact or by implication, tend to disparage or defame either Naga or the Township, its officials, officers, employees, agents and/or representatives.

Return of Property

17. All Township property must be returned by Naga within five (5) days of the date of execution of this Agreement. Naga is prohibited from entering non-public areas of the Police Department or Township buildings. The Township agrees to return to Naga all of his personal property located at the Police Department within five (5) days after execution of this Agreement (inclusive of personal clothes, suits, dress shoes, toiletries, sleeping bag, awards/plaques, etc.)

Breach

18. In the event that any party breaches any of the terms or provisions of this Agreement, the other party shall be entitled to bring an action for breach of this Agreement. The prevailing party shall be entitled to an award of reasonable attorney's fees. However, this entitlement will not accrue until the non-breaching party provides written notice to counsel for the breaching party, who will forward the written notice to the breaching party, and a reasonable opportunity of fifteen (15) days has been afforded to the breaching party to remedy the breach. In no event will any party be entitled to bring an action for breach of this Agreement once the breaching party has remedied the breach.

Law Governing

19. This Agreement shall be governed by the laws of the State of New Jersey, and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts of the State of New Jersey, Morris County.

Successors & Assigns

20. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Severability

21. If any provision of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other provisions or applications and, to this end, the provisions of this Agreement are declared to be severable.

Negotiated by Counsel

22. The Parties acknowledge that this Agreement is the result of settlement negotiations between the Parties, all of whom are represented by counsel. The Parties have consulted with their attorneys and have been fully advised of the implications of this Agreement, including the claims and rights that they are waiving herein and the affirmative obligations that they are agreeing to undertake. The Parties are fully satisfied with the services of their counsel with respect to this Agreement and they enter into this Agreement knowingly and voluntarily.

Entire Agreement

23. The Parties acknowledge that this Agreement represents the entire Agreement. No other promises or agreements have been made.

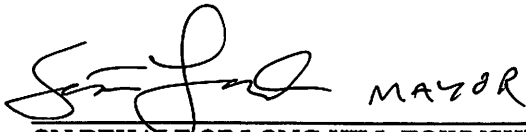
[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.



AHMED NAGA

Dated: 2/7/2023 @ 2152 hrs.



ON BEHALF OF LONG HILL TOWNSHIP

Dated: 2/8/2023 10:14 PM

EXHIBIT A

February 8, 2023

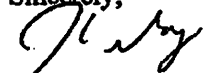
Scott Lavender, Mayor
Township of Long Hill
915 Valley Road
Gillette, New Jersey 07933

Re: Service Retirement

Dear Mayor Lavender:

Please be advised that I hereby retire from my position of Police Chief effective February 8, 2023, and intend file my application for a service retirement with the New Jersey Division of Pensions and Benefits shortly thereafter. Thank you for the opportunity to serve the Township.

Sincerely,



Ahmed Naga

2/7/23 @ 2154 hrs.