

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
R.J. Hughes Justice Complex
P.O. Box 112
25 Market Street
Trenton, New Jersey 08625
Attorney for Respondent
New Jersey Department of Health

By: Mark D. McNally (045552012)
Deputy Attorney General
(609) 376-3200
Mark.McNally@law.njoag.gov

LAUREN BURNS,

Petitioner,

v.

STATE OF NEW JERSEY,
DEPARTMENT OF HEALTH,

Respondent.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
DOCKET NO.: HLT 01425-2021S

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Petitioner, Lauren Burns, *pro se*, and Respondent, the New Jersey Department of Health (the Department), represented by Andrew J. Bruck, Acting Attorney General of New Jersey, by Mark D. McNally, Deputy Attorney General. Collectively, Petitioner and Respondent are "the Parties."

WHEREAS, on or about February 26, 2018, the Department's Office of Emergency Medical Services (OEMS) sent Petitioner a

notice that a random audit of her Emergency Medical Technician (EMT) recertification application was being conducted; and

WHEREAS, as of October 23, 2020, Petitioner had failed to submit documentation to OEMS verifying that she met the requirements for EMT recertification; and

WHEREAS, on October 23, 2020, the Department sent Petitioner a Notice of Proposed Revocation; and

WHEREAS, on or about November 24, 2020, Petitioner requested a fair hearing in the Office of Administrative Law (OAL); and

WHEREAS, the matter was transmitted to the OAL, Docket No. HLT 01425-2021S, and assigned to the Honorable Judith Lieberman, A.L.J.; and

WHEREAS, on May 13, 2021, Petitioner submitted documentation to OEMS to verify she met the requirements for EMT recertification; and

WHEREAS, the documentation was not submitted in the applicable time frame and only after the Department proposed revocation of her EMT certification; and

WHEREAS, on June 8, 2021, because of her actions, and in accordance with N.J.A.C. 8:40A-10.2(b), the Department issued Petitioner a Formal Written Warning; and

WHEREAS, Petitioner and the Department have determined that it is in their best interests to resolve this matter without further administrative proceedings;

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to settle their dispute on the following terms:

1. The Department agrees to rescind the proposed revocation against Petitioner's EMT certification, which was issued on October 23, 2020, and instead issue her a Formal Written Warning.

2. Upon execution of this Settlement Agreement, Petitioner agrees that her request for an administrative hearing before the OAL to contest the proposed revocation of her EMT certification is withdrawn with prejudice.

3. Through the date of this Settlement Agreement, Petitioner releases and gives up any and all claims and rights which she may have against the Department, the State of New Jersey (the State) or any Department or State employee, agent or representative arising from the underlying matter. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims which were or could have been brought in the above-captioned matter. This release includes claims under State and Federal law including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the New Jersey Law Against Discrimination, Section 504 of the Rehabilitation Act of 1973, the United States Constitution, the New Jersey Constitution, or any other State or Federal law, statute, rule or regulation, or tort law, contract law, or common law.

4. This Settlement Agreement constitutes the entire agreement and understanding between and among the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous representations, whether oral or written.

5. The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of this matter.

6. The Parties hereby waive any claim for payment of counsel fees incurred in connection with this matter.

7. By their signature, each party signing this Settlement Agreement represents and warrants that they are authorized to execute this Settlement Agreement.

8. This Settlement Agreement is entered into in lieu of a final determination of such claims and allegations of fact as are contained in the aforementioned contested matter. The entering into, terms of, and promises exchanged in this Settlement Agreement are not intended to be and shall not be construed as, an admission or concession of any fact, claim or liability of any party. The terms of this Settlement Agreement are intended to avoid further litigation in this proceeding.

9. This Settlement Agreement shall not constitute a precedent in this or any other matter, present or future.

10. In the event that any provision of this Settlement Agreement becomes null or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Parties mutually agree that this Settlement Agreement shall continue in full force and effect without said provision. To this end, the terms and conditions of this Settlement Agreement are declared severable.

11. This Settlement Agreement shall be effective only after it has been signed by both parties and this Settlement Agreement may not be modified or amended except by a written instrument signed by all of the parties hereto.

12. By their signature, each party signing this Settlement Agreement represents and warrants that he or she has read this Settlement Agreement and understands the terms and consequences of the Settlement Agreement and of the release that it contains and accepts that he or she is knowingly and voluntarily giving up important legal rights by agreeing to such release.

13. By their signature, each party signing this Settlement Agreement represents and warrants that he or she is completely satisfied that the Settlement Agreement is fair, reasonable, and acceptable.

14. This Settlement Agreement may be signed in counterparts and shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures. Facsimile and/or electronic signatures are acceptable and shall be treated as if they are originals.

We, the undersigned, consent to the contents of this Agreement.

7/28/21
Date

Lauren Burns
Lauren Burns
Petitioner, pro se

8/5/2021
Date

David Adinaro
Dr. David Adinaro
Deputy Commissioner,
New Jersey Department of Health
Respondent

RE: Lauren Burns v. NJ Department of Health
OAL Docket No.: HLT 01425-2021S