

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), dated July __, 2017, is by and among (a) Plaintiff Kaci Hickox ("Plaintiff"), and (b) Defendants Christopher James Christie, Mary E. O'Dowd, Christopher Rinn and Gary Ludwig ("Defendants") (Plaintiff and Defendants, collectively, the "Parties").

WITNESSETH:

WHEREAS, on or about October 22, 2015, Plaintiff filed a Complaint against Defendants in the United States District Court for the District of New Jersey, captioned Kaci Hickox v. Christopher James Christie, et al., Case No., 2:15-cv-07647-KM-JBC (the "Action"),

WHEREAS the Parties, after discussions through counsel, have reached a settlement of their disputes;

WHEREAS the Parties agree that by entering into this Agreement neither Party makes any admission of liability to the other whatsoever; and

WHEREAS the Parties desire to further memorialize the terms of said settlement.

NOW, THEREFORE, it is agreed as follows:

(1) **TERMS**. The Parties have agreed to the issuance of an Addendum to the "New Jersey Mandatory Quarantine and Screening Protocols" for Ebola Virus Disease issued by the New Jersey Department of Health, a copy of which is attached hereto as Exhibit A.

(2) **STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHOUT COSTS**. Counsel for the Parties shall execute a Stipulation of Dismissal dismissing the Action with prejudice and without costs in the form annexed to this Agreement as Exhibit B. Counsel for Defendants shall submit the Stipulation of Dismissal for filing within three (3) business days after this Agreement has been fully executed.

(3) **MUTUAL RELEASES.** (a) Plaintiff, on the one hand, and (b) Defendants, on the other hand, each hereby release and give up any and all claims, demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law, or any other law, rule or regulation, which they may have against each other resulting from anything which has happened from the beginning of time until the date of this Agreement, including but not limited to both known claims and unknown claims that have been or could have been asserted directly, indirectly, individually, representatively, derivatively or in any other capacity, in the Action.

(4) **NO ADMISSION OF LIABILITY.** The Parties acknowledge and represent that by entering into this Agreement neither Party makes any admission of liability to the other whatsoever.

(5) **EACH PARTY TO BEAR OWN FEES AND COSTS.** The Parties agree that they will each bear their own attorneys' fees and costs.

(6) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no promise, agreement, or consideration other than that recited herein has been made or exchanged in return for the releases and discharges affected by this Agreement. All prior understandings, representations, or agreements, if any, are merged in this Agreement, and this Agreement shall not be modified in any manner except by written instrument signed by each of the Parties hereto.

(7) **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with an electronic signature, provided an original signature is provided to all Parties thereafter.

(8) **HEADINGS.** The headings in this Agreement are provided for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any particular paragraph hereof, nor the proper construction hereof.

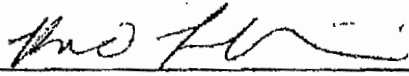
(9) **CONSTRUCTION.** The Parties hereto agree that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules hereto.

(10) **REPRESENTATIONS REGARDING COUNSEL/OPPORTUNITY FOR REVIEW.** The Parties acknowledge and represent (a) that each has been represented by competent counsel of their choosing or has had an opportunity to consult with competent counsel of his or her choosing for purposes of this Agreement and the underlying dispute; and (b) that each enters into this Agreement with full knowledge and understanding of its terms and after having the opportunity to consult with independent, competent legal counsel.

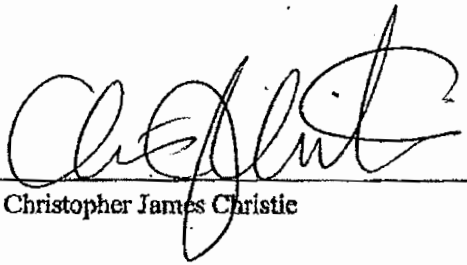
(11) **REPRESENTATIONS.** Each of the Parties hereto represents and warrants that it is authorized to enter into this Agreement, that this Agreement is binding and enforceable, and that this Agreement does not violate any other agreement to which it is a signatory or otherwise bound.

(12) **VOLUNTARY AGREEMENT.** The Parties hereto further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement and have set forth their signatures below:

By: 
Kaci Hickox

Date: July 17, 2017

By: 
Christopher James Christie

Date: July 20, 2017

By: _____
Mary E. O'Dowd

Date: July __, 2017

By: _____
Christopher Rinn

Date: July __, 2017

By: _____
Gary Ludwig

Date: July __, 2017

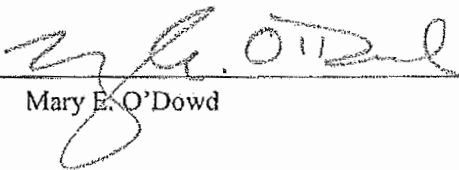
IN WITNESS WHEREOF, the parties have executed this Agreement and have set forth their signatures below:

By: _____
Kaci Hickox

Date: July __, 2017

By: _____
Christopher James Christie

Date: July __, 2017

By:  _____
Mary E. O'Dowd

Date: July 26, 2017

By: _____
Christopher Rinn

Date: July __, 2017

By: _____
Gary Ludwig

Date: July __, 2017

IN WITNESS WHEREOF, the parties have executed this Agreement and have set forth their signatures below:

By: _____
Kaci Hickox


Date: July __, 2017

By: _____
Christopher James Christie

Date: July __, 2017

By: _____
Mary E. O'Dowd

Date: July __, 2017

By:  _____
Christopher Rinn

Date: July 21, 2017

By: _____
Gary Ludwig

Date: July __, 2017

IN WITNESS WHEREOF, the parties have executed this Agreement and have set forth their signatures below:

By: _____
Kaci Hickox

Date: July __, 2017

By: _____
Christopher James Christie

Date: July __, 2017

By: _____
Mary E. O'Dowd

Date: July __, 2017

By: _____
Christopher Rinn

Date: July __, 2017

By:  _____
Gary Ludwig

Date: July 20, 2017

EXHIBIT A



MEMO

To: NJ Local Health Departments and Public Health Partners
From: NJ Department of Health
Date: July __, 2017
Subject: Addendum: "New Jersey Mandatory Quarantine and Screening Protocols" for Ebola Virus Disease

The New Jersey Department of Health (the Department) and its state, local, and federal public health partners have taken a comprehensive approach in responding to the Ebola Virus Disease (EVD) through coordinated steps to prevent potential exposure, ensure the health care system's preparedness, and provide community education. On October 16, 2014, federal officials began active screening for EVD at Newark Liberty International Airport for passengers who traveled in an affected West African country. Shortly thereafter, New Jersey released its "Mandatory Quarantine and Screening Protocols" to provide EVD guidance to its public health partners and to document the protocols already implemented in the State.

This addendum supplements and clarifies certain aspects of that EVD guidance. The provisions of this addendum supersede conflicting provisions, if any, of the "Mandatory Quarantine and Screening Protocols," the "Ebola Preparedness Plan" or the "Additional Screening Protocols for Ebola at John F. Kennedy International Airport in New York and at Newark Airport," but only to the extent and insofar as any such conflicting provisions apply to New Jersey.

I. Policy and Procedures

- A. Isolation or quarantine measures shall be taken in the State only insofar as medically and epidemiologically necessary to prevent or control the spread of EVD. Such measures shall be implemented by the least restrictive means necessary to prevent the spread of EVD and shall be undertaken only after less restrictive measures such as, but not limited to, active monitoring and direct active monitoring have, at a minimum, been explicitly explored. Quarantine measures may include, but are not limited to, confinement to private homes, other private premises, or public premises.
- B. An order providing for quarantine or isolation of an individual due to EVD shall include the following:
 - i. The identity of the individual or group to be isolated or quarantined;
 - ii. The premises subject to isolation or quarantine;
 - iii. The date and time at which isolation or quarantine commences and, to the extent known, until which it will continue;

- iv. Identification of EVD as the suspected communicable disease and the facts in support thereof;
- v. The legal authority under which the order is issued;
- vi. The medical basis upon which isolation or quarantine is justified;
- vii. A description of the less restrictive alternatives attempted without success, or the less restrictive alternatives considered and rejected, and the reasons such alternatives were rejected;
- viii. A statement advising the individual or group of the right to retain an attorney and to appeal the written order of isolation or quarantine; and
- ix. A statement advising of the consequences for failure to abide by the order, including but not limited to civil penalties.
- x. A copy of the written order shall be provided to the individual or group to be isolated or quarantined within 24 hours of issuance of the order, in accordance with any applicable process authorized by New Jersey law. If the order applies to a group of individuals and it is impractical to provide individual copies, public health officials may post the order in a conspicuous place in the isolation or quarantine premises.

II. Temperature Checks

Screening and monitoring for EVD typically involves: (1) temperature checks; (2) visual inspection for symptoms; and (3) history of risk of exposure. Temperature checks shall be conducted as follows:

- A. FDA-approved thermometers must be used. The use of non-FDA approved thermometers and technology such as smart phone applications are not permitted.
- B. Adults and Children 4 years of age or older: Temperature can be taken rectally, orally, tympanic (ear), forehead (temporal scanner), or axillary (armpit). Of these methods, orally is the preferred way to measure temperature so long as the patient has not recently consumed either hot or cold beverages and the thermometer is placed under the tongue. The axillary method is least accurate, typically running about 0.5-1.0 °F lower than oral, and its use should be discouraged. Rectal temperature reading may run higher than an oral temperature, and is likely to be a less preferred method of temperature monitoring for adults or children over 4 years of age.

If exigent circumstances require the use of a non-oral thermometer when screening or monitoring an individual for EVD in the State, the readings of the non-oral thermometer should be confirmed by oral thermometer. If the non-oral thermometer and the oral thermometer indicate different temperatures, the temperature indicated by the oral thermometer shall be presumed to be more accurate so long as the patient

has not recently consumed either hot or cold beverages and that the thermometer is placed under the tongue.

- C. Children under 4 years of age: Oral measurement is not recommended. Rectal, tympanic, or temporal is recommended.

III. Treating Physician's Role in Isolation

- A. State law authorizes the Department and the local boards of health, within their respective jurisdictions, to do the following: (1) maintain and enforce proper and sufficient quarantine, wherever deemed necessary, and (2) remove any person infected with a communicable disease to a suitable place if removal is necessary and can be accomplished without any undue risk to the person infected. N.J.S.A. 26:4-2(d), (e).
- B. A decision to continue to hold a person in isolation due to possible infection with EVD from actual and direct contact with the Ebola virus shall be made by the Department, in consultation with the treating physician(s) and the Centers for Disease Control and Prevention. The decision shall be made consistent with medical and epidemiological necessity. The Department shall request that the treating physician(s) and the U.S. Centers for Disease Control and Prevention ("CDC") advise the Department in writing of their respective positions on whether isolation is medically and epidemiologically necessary and the Department shall consider the opinions of the treating physician(s) and the CDC in determining whether isolation is medically and epidemiologically necessary. However, any such writing supplied by the treating physician(s) or CDC would not be subject to release under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 *et seq.* Nothing in this paragraph shall be construed to limit a plaintiff's or petitioner's right to obtain information about his or her isolation for purposes of a court or administrative proceeding.
- C. A decision to release a person from isolation shall be made by the Department, in consultation with the treating physician(s) and the CDC. The decision shall be made consistent with medical and epidemiological necessity. The Department shall request that the treating physician(s) and the CDC advise the Department in writing of their respective positions on whether isolation is medically and epidemiologically necessary and the Department shall consider the opinions of the treating physician(s) and the CDC in determining whether isolation is medically and epidemiologically necessary. However, any such writing supplied by the treating physician or CDC would not be subject to release under OPRA. Nothing in this paragraph shall be construed to limit a plaintiff's or petitioner's right to obtain information about his or her isolation for purposes of a court or administrative proceeding.

IV. Rights and Responsibilities of Individuals Subject to Isolation or Quarantine

- A. The Department is committed to ensuring that individuals who are subject to isolation or quarantine for EVD are informed of their rights and responsibilities.
- B. The Department will provide written information to individuals who are subject to isolation or quarantine for EVD, no later than 12 hours from the time they are taken into custody. Such information shall include the items listed below in Section IV.C.
- C. Any individual or group subject to isolation or quarantine for EVD shall have the following rights:
 - i. The right to retain and consult with legal counsel telephonically or by other means, including in person, where possible in a medically safe manner;
 - ii. The right to legally challenge the quarantine and/or isolation order. If an individual seeks to legally challenge quarantine or isolation on an emergent basis in a court with jurisdiction, the Department agrees not to request an adjournment of any related hearing for a period of more than 48 hours. Unless stayed by the Commissioner or a court with jurisdiction, a written order for quarantine or isolation shall remain in full force and effect for the period stated in the order until disposed of on the merits through judicial review.
 - iii. The right to be provided with prior notice of the date, time, and location of any hearing related to the individual's condition or confinement;
 - iv. The right to send and receive communications;
 - v. The right to have visitors so long as visitation can be accomplished in a reasonable and medically safe manner;
 - vi. The right to participate in any hearing, which could be by telephonic or electronic means when a personal appearance cannot be facilitated in a medically safe manner.
 - vii. The right to respond and present evidence and argument on the individual's own behalf in any hearing; and
 - viii. The right to cross-examine witnesses who testify against the individual.
- D. Monitoring and treatment protocols associated with quarantine or isolation due to EVD will be explained to individuals by public health or health care professionals, as appropriate. Any individual placed in quarantine or isolation shall be supplied with

information written in layman's terms describing the monitoring and treatment protocols, so long as doing so would not pose a risk of transmitting EVD. Individuals shall acknowledge receipt of that written information by their signature, including date and time of receipt, so long as doing so would not pose a risk of transmitting EVD.

V. Privacy

- A. The Department is committed to protecting an individual's privacy and does not release personally identifiable information or protected health information to members of the public in press releases, press interviews, oral or written responses to information requests, or responses to requests made pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*
- B. The Department publicly shares information related to EVD only insofar as necessary to protect the public health or if otherwise justified by compelling circumstances. If limited disclosure about a suspected or confirmed case of EVD in the State is necessary, the Department will confirm the medical accuracy of the shared information with a member or members of the patient's treatment team.

EXHIBIT B

Jeffrey S. Chiesa, Esq.
Ronald L. Israel, Esq.
CHIESA SHAHINIAN & GIANTOMASI PC
One Boland Drive
West Orange, NJ 07052
Telephone: (973) 325-1500
Facsimile: (973) 325-1501
*Attorneys for Christopher James Christie, Mary E. O'Dowd,
Christopher Rinn, and Gary Ludwig*

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

KACI HICKOX,

Plaintiff,

v.

CHRISTOPHER JAMES CHRISTIE, MARY
E. O'DOWD, CHRISTOPHER RINN, GARY
LUDWIG, and JOHN DOE and JANE DOE,
unidentified employees of the New Jersey
Department of Health,

Defendants.

Civil Action No.: 2:15-cv-07647-KM-JBC

**STIPULATION OF DISMISSAL WITH
PREJUDICE AND WITHOUT COSTS**

DOCUMENT ELECTRONICALLY FILED

THE MATTER in difference in the above-entitled action having been amicably
adjusted by and among the parties, it is hereby stipulated and agreed that the within action be
and is hereby dismissed with prejudice and without costs against any party.

MCLAUGHLIN & STERN
Attorneys for Plaintiff
Kaci Hickox

CHIESA SHAHINIAN & GIANTOMASI PC
Attorneys for Defendants
Christopher James Christie, Mary E. O'Dowd,
Christopher Rinn and Gary Ludwig

By: _____
STEVEN J. HYMAN

By: _____
RONALD L. ISRAEL

Dated: July __, 2017

Dated: July __, 2017